COUNCILMEMBERS
Michael McCorriston, Mayor
Dr. Sherry Hu, Vice Mayor
Jean Josey, Councilmember
Kashef Qaadri, Councilmember
Janine Thalblum, Councilmember



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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, August 20, 2024

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

CLOSED SESSION 6:00 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

For the convenience of the City and as a courtesy to the public, members of the public who wish to offer comments 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, August 20, 2024. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation 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.

□ Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

CLOSED SESSION 6:00 PM

I. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: *In re: National Prescription Opiate Litigation* , Case Nos. 1:20-op-45255 and 1:17-md-2804 (N.D. Ohio)

II. PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

III. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: Save Mt. Diablo et al. v. City of Dublin et al., Alameda County Superior Court Case No. 24CV086734

IV. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9:1 case.
Letter from Jason Holder, dated August 13, 2024

V. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: Portion of Assessor's Parcel No. 986-0028-001-00 adjacent to Tassajara Road
Agency Negotiator: Linda Smith, City Manager
Negotiating Parties: Javid Roshan/Zarmina Mayar
Under Negotiation: Price and terms of payment

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Update on the Alameda County Sheriff's Office Oversight Committee
The City Council will receive an update on the efforts regarding the Alameda County Sheriff's Office Oversight Committee.
STAFF RECOMMENDATION:
Receive the presentation.
Staff Report

3.2 American Muslim Appreciation and Awareness Month Proclamation
The City Council will present the American Muslim Appreciation and Awareness Month proclamation.

STAFF RECOMMENDATION:
Present the Proclamation.
Staff Report
Attachment 1 - American Muslim Appreciation and Awareness Month Proclamation

3.3 Employee Introduction
New City of Dublin Staff member, Adrian Fernandez, Code Enforcement Officer with the Community Development Department, will be introduced.
STAFF RECOMMENDATION:
Welcome the new City of Dublin Staff member.
Staff Report

4. 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).

5. 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.

5.1 Approval of the July 16, 2024 Regular City Council Meeting Minutes
The City Council will consider approval of the minutes of the July 16, 2024 Regular City Council Meeting.
STAFF RECOMMENDATION:
Approve the minutes of the July 16, 2024 Regular City Council Meeting.
Staff Report
Attachment 1 - July 16, 2024 Regular City Council Meeting Minutes

5.2 Appointments to the City Council 2024 Ad-Hoc Audit Review Committee
The City's independent auditor, Badawi and Associates, have commenced the field work necessary to complete the Annual Comprehensive Financial Report for year ending June 30, 2024. The City Council will consider the establishment of an Ad-Hoc Committee comprising two members of the City Council who will review the audit process and final report with the auditors.
STAFF RECOMMENDATION:
Confirm the Mayor's recommendation of Mayor McCorriston and Councilmember Josey as the 2024 Ad-Hoc Audit Review Committee.
Staff Report

5.3 Fallon Sports Park - Phase 3, CIP No. PK0119 – Acceptance of Work

The City Council will consider the acceptance of Fallon Sports Park - Phase 3. The project constructed a cricket field, lighted five-bay batting cage, four volleyball courts, play area, and two little league fields.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Fallon Sports Park – Phase 3, CIP No. PK0119.

Staff Report

Attachment 1 - Resolution Accepting Fallon Sports Park - Phase 3, CIP No. PK0322

Attachment 2 - CIP No. PK0119

5.4 Dublin Fallon 580 Project (PLPA-2023-00033)

The Dublin Fallon 580 Project proposes to eliminate the Public/Semi-Public land use designation, convert 42.6 acres designated Open Space to Parks/Public-Recreation, establish development standards for the future development of 238 residential units and up to 3,299,670 square feet of commercial/campus office use, and subdivide the 192-acre project site into 11 parcels. The requested approvals include a General Plan and Eastern Dublin Specific Plan (EDSP) Amendment, a Planned Development Zoning Stage 1 Development Plan Amendment, a Stage 2 Development Plan for the residential use, Vesting Tentative Tract Maps 8663, 8666, and 8667, a Development Agreement, and an Addendum to the EDSP Environmental Impact Reports. On July 16, 2024, the City Council held a public hearing and approved the Addendum, General Plan and EDSP Amendments, and Vesting Tentative Maps. The City Council also introduced Ordinances amending the Zoning Map, approving an amendment to the Planned Development Zoning Stage 1 Development Plan, approving a Stage 2 Development Plan for the residential portion of the project, and approving a Development Agreement. The City Council is now being asked to waive the second reading and approve both Ordinances.

STAFF RECOMMENDATION:

Waive the second reading and adopt: 1) the **Ordinance** Amending the Zoning Map and Approving Amendments to the Planned Development Zoning Stage 1 Development Plan Ordinance No. 32-05 and a Stage 2 Development Plan for the 13.7-Acres of Medium-High Density Residential for the Dublin Fallon 580 Project; and 2) the **Ordinance** Approving a Development Agreement Between the City of Dublin and GH PacVest, LLC Related to the Dublin Fallon 580 Project.

Staff Report

Attachment 1 - Ordinance Amending the Zoning Map and Approving Amendments to the PD Zoning Stage 1 Development Plan Ordinance 32- 05 and a Stage 2 Development Plan for the 13.7-Acres of Medium-High Density Residential for the Dublin Fallon 580 Project

Attachment 2 - Exhibit A to the Ordinance - Architectural Design Guidelines

Attachment 3 - Exhibit B to the Ordinance - Landscape Design Guidelines

Attachment 4 - Ordinance Approving a Development Agreement Between the City of Dublin and GH PacVest, LLC Related to the Dublin Fallon 580 Project

Attachment 5 - Exhibit A to the Ordinance - Development Agreement

Attachment 6 - Staff Report dated July 16, 2024, without attachments

5.5 Tri-Valley Haven Shelter Rebuild and Expansion Project

The City Council will consider allocating $278,289 in available grant funds from the Community Development Block Grant (CDBG) Urban County Capital Project Pool to

rebuild the Tri-Valley Haven Domestic Violence and Homeless Shelter. The project will include expanding the shelter from 30 to 45 beds.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Allocation of CDBG Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project.

Staff Report

Attachment 1 - Resolution Approving the Allocation of CDBG Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project

5.6 Camp Parks Sign and Guard Shack Rehabilitation and Relocation Project CIP No. PA0121 – Determination of Non-Responsive Bid

The City Council will consider determining that no responsive bids were received, in accordance with the Public Contract Code, for the Camp Parks Sign and Guard Shack Rehabilitation and Relocation Project, CIP No. PA0121. Accordingly, per the Public Contract Code and without the need for additional competitive bidding, Staff will negotiate a suitable contract for the Project and seek City Council approval at a future meeting.

STAFF RECOMMENDATION:

Adopt the **Resolution** Determining No Responsive Bids Were Received for the Camp Parks Sign and Guard Shack Project, CIP No. PA0121, and authorize Staff to negotiate a suitable contract for the project in accordance with Public Contract Code Sections 20166.

Staff Report

Attachment 1 - Resolution Determining No Responsive Bids Were Received for the Camp Parks Sign and Guard Shack Project, CIP No. PA0121

Attachment 2 - CIP No. PA0121

5.7 Tract 8647 Francis Ranch – Final Map Notice and Agreement for Long Term Encroachment for Landscape Features

The City Council will receive a notification of the City Engineer's pending approval of the Final Map for Tract 8647, Francis Ranch. The City Council will consider approving the Agreement for Long Term Encroachment for Landscape Features for Tract 8647, Francis Ranch.

STAFF RECOMMENDATION:

Receive the notification and adopt the **Resolution** Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8647, Francis Ranch.

Staff Report

Attachment 1 - Resolution Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8647, Francis Ranch

Attachment 2 - Exhibit A to Resolution - Agreement for Long Term Encroachment for Landscape Features with Tract 8647, Francis Ranch

Attachment 3 - Tract 8647 Final Map

5.8 Mayor's Appointment to the Planning Commission Unscheduled Vacancy

The City Council will consider the Mayor's appointment to fill an unscheduled vacancy on the Planning Commission.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment of Wahida Rashid to the Planning Commission for the remainder of a term ending December 2026.

Staff Report
Attachment 1 - Applications for the Planning Commission

5.9 Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control) and Ordinance Amending Dublin Municipal Code Chapter 7.29 (Management of PCBs During Building Demolition Projects)

The City Council will introduce an ordinance revising Dublin Municipal Code Chapter 7.74 to align with new mandates in the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board. The City Council will also introduce an ordinance revising Dublin Municipal Code Chapter 7.29 to align with new mandates in the MRP related to enhanced best management practices required during complete building demolition of applicable structures.

STAFF RECOMMENDATION:

Take the following actions: 1) Waive the reading and INTRODUCE the Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control); and 2) Waive the reading and INTRODUCE the Ordinance Amending Dublin Municipal Code Chapter 7.29 (Management of PCBs During Building Demolition Projects).

Staff Report
Attachment 1 - Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control)
Attachment 2 - Exhibit A to the Ordinance - Chapter 7.74 (Stormwater Management and Discharge Control) - Clean Version
Attachment 3 - Ordinance Amending Dublin Municipal Code Chapter 7.29 (Management of PCBs During Building Demolition Projects)
Attachment 4 - Exhibit A to the Ordinance Chapter 7.29 (Management of PCBs During Building Demolition Projects) - Redline Version

5.10 City Treasurer's Informational Report of Investments for the Quarter Ending June 30, 2024

The City Council will receive an informational report of the City's investments through the quarter ending June 30, 2024 including a monthly transaction ledger. The City's investment portfolio for this period totaled $435,147,967 (market value) with an average market yield of 4.98%. As required by the Policy, the City Treasurer (Finance Director) affirms that the City is able to meet its expenditure requirements for the next six months.

STAFF RECOMMENDATION:

Receive the City Treasurer's Informational Report of Investments for the Quarter Ending June 30, 2024.

Staff Report
Attachment 1 - City of Dublin Investment Report for Period Ending June 30, 2024
Attachment 2 - Transaction Ledger - April through June 2024

5.11 Agreement with Consiliant Technologies, LLC for Software and Equipment Maintenance for Situational Awareness Cameras

The City Council will consider Approving the Agreement with Consiliant Technologies, LLC for software and equipment maintenance related to situational awareness cameras.

STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Agreement with Consiliant Technologies, LLC for Software and Equipment Maintenance for Situational Awareness Cameras.
Staff Report
Attachment 1 - Resolution Approving the Contractor Services Agreement with Consiliant Technologies, LLC for Software and Equipment Maintenance for Situational Awareness Cameras
Attachment 2 - Contract Services Agreement Between the City of Dublin and Consiliant Technologies, LLC

5.12 Amendment to Legal Services Agreement with Redwood Public Law, LLP, and Appointment of Camilla Getz as Assistant City Attorney
Redwood Public Law, LLP, has requested that the City Council consider amending its legal services agreement with the City to increase the hourly rate for all attorney services rendered. In addition, pursuant to the legal services agreement, the City Attorney is proposing that the City Council appoint Redwood Public Law associate attorney Camilla Getz to serve as the Assistant City Attorney.
STAFF RECOMMENDATION:
Approve the First Amendment to the Agreement for Legal Services with Redwood Public Law, LLP and appoint Camilla Getz as the Assistant City Attorney.
Staff Report
Attachment 1 - First Amendment to Agreement for Legal Services with Redwood Public Law, LLP
Attachment 2 - Agreement for Legal Services with Redwood Public Law, LLP

5.13 Payment Issuance Report and Electronic Funds Transfers
The City Council will receive a listing of payments issued from July 1, 2024 - July 31, 2024, totaling $14,629,153.59.
STAFF RECOMMENDATION:
Receive the report.
Staff Report
Attachment 1 - Payment Issuance Report for July 2024

5.14 Agreements for Long Term Encroachment – Tracts 4236 and 8133
The City Council will consider approving an Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236. The City Council will also consider approving the First Amendment to the Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings within Tract 8133.
STAFF RECOMMENDATION:
Adopt the following: 1) **Resolution** Approving the Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236; and 2) **Resolution** Approving the First Amendment to the Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings Within Tract 8133, Tassajara Highlands.
Staff Report
Attachment 1 - Resolution Approving the Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236

Attachment 2 - Exhibit A to Resolution - Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236, APN 941-0114-116-00, Castle Drive, BLDG-2024-02962, PWEN-2024-00365
Attachment 3 - Resolution Approving the First Amendment to the Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings within Tract 8133, Tassajara Highlands
Attachment 4 - Exhibit A to Resolution - First Amendment to the Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings within Tract 8133, Tassajara Highlands
Attachment 5 - Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings within Tract 8133, Tassajara Highlands

5.15 Civic Center Rehabilitation Project CIP No. GI0122 – Acceptance of Work

The City Council will consider the acceptance of the Civic Center Rehabilitation Project. The project converted three existing spaces on the second floor of City Hall into six spaces to better address current staffing and operational needs.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Civic Center Rehabilitation Project, CIP No. GI0122.

Staff Report
Attachment 1 - Resolution Accepting the Civic Center Rehabilitation Project, CIP No. GI0122
Attachment 2 - CIP No.GI0122

6. PUBLIC HEARING

6.1 Resolution Determining that the Public Interest and Necessity Require the Acquisition of a Portion of Certain Real Property Located at 5868 Tassajara Road (Alameda County APN 986-28-2) and a Temporary Construction Easement for the Construction of the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119

The City Council will consider adopting a Resolution of Necessity to authorize the commencement of an eminent domain action to acquire a portion of the property located at 5868 Tassajara Road (Assessor's Parcel Number 986-28-2) and a temporary construction easement for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Determining that the Public Interest and Necessity Require the Acquisition of a Portion of Certain Real Property Located at 5856 Tassajara Road, Dublin, CA (Alameda County APN 986-28-2) and a Temporary Construction Easement for the Construction of the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

The City Council must consider all evidence presented at the hearing on the Resolution, and must find and determine each of the following in order to adopt the Resolution: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be the most compatible with the greatest public good and the least

private injury; (3) the property is necessary for the project; and (4) the City has made the offer required by Government Code section 7267.2 to the owners of record of the property.
Staff Report
Attachment 1 - Resolution Determining that the Public Interest and Necessity Require the Acquisition of a Portion of Certain Real Property Located at 5856 Tassajara Road (APN 986-28-2) and a Temporary Construction Easement
Attachment 2 - Exhibits A and B to Resolution - Property Description
Attachment 3 - Offer to Purchase and Appraisal Summary Statement, dated February 6, 2023
Attachment 4 - Offer to Purchase and Updated Appraisal Summary Statement, dated February 20, 2024
Attachment 5 - Offer to Purchase and Appraisal Summary Statement dated July 1, 2024
Attachment 6 - Offer to Purchase dated July 24, 2024
Attachment 7 - Notice of Intent to Adopt Resolution of Necessity, dated August 5, 2024
Item 6.1 - PowerPoint Presentation

6.2 Dublin Place North Appeal (PLPA-004017-2024)

The Applicant, Hines Interests Limited Partnership, proposes to demolish two existing commercial buildings totaling 28,800 square feet and construct a 33,125-square- foot multi-tenant commercial building and associated site improvements within the Dublin Place Shopping Center. The Planning Commission denied the Site Development Review Permit application at their July 23, 2024 meeting. The Applicant appealed the action of the Planning Commission. The City Council will hold a public hearing to consider the appeal.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Reversing the Planning Commission's Denial and Approving a Site Development Review Permit for the Demolition of Two Commercial Buildings and Construction of a 33,125-Square-Foot Commercial Building and Associated Site Improvements for the Dublin Place North Project **OR** direct the City Attorney to prepare a resolution affirming the Planning Commission's action including findings of fact, for City Council consideration no later than October 9, 2024.

Staff Report
Attachment 1 - Resolution Reversing Planning Commission Denial and Approving a Site Development Review Permit for the Dublin Place North Project
Attachment 2 - Exhibit A to the Resolution - Project Plans
Attachment 3 - Exhibit B to the Resolution - Applicant's Revisions to Project Plans
Attachment 4 - Appeal Filed July 26, 2024
Attachment 5 - Planning Commission Resolution No 24-06 Denying Dublin Place North Project
Attachment 6 - Planning Commission July 23, 2024 Staff Report Without Attachments
Attachment 7 - Planning Commission July 23, 2024 Meeting Minutes
Attachment 8 - Staff's Presentation
Attachment 9 - Applicant's Presentation
Item 6.2 - PowerPoint Presentation
Item 6.2 SB 343

7. UNFINISHED BUSINESS

7.1 Consent of Assignment of Amador Valley Industries, LLC to Livermore Sanitation, Inc. (a Waste Connections company) and Amended and Restated Collection Service Agreement

The City Council will consider consent of assignment of the collection services agreement with Amador Valley Industries, LLC to Livermore Sanitation, Inc. and consider a new Amended and Restated Collection Service Agreement.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Approving the Assignment of Amador Valley Industries, LLC Stock and Other Interests to Livermore Sanitation, Inc.; and 2) Authorize the City Manager to execute a consent to assignment and a new Amended and Restated Collection Service Agreement consistent with the foregoing Resolution.

Staff Report
Attachment 1 - Resolution Approving the Assignment of Amador Valley Industries, LLC Stock and Other Interests to Livermore Sanitation, Inc
Attachment 2 - Exhibit A to the Resolution - Amended and Restated Collection Service Agreement Between the City of Dublin and Amador Valley Industries, LLC
Attachment 3 - June 21, 2022 City Council Staff Report (without attachments)
Attachment 4- Franchise Agreement Review - Amador Valley Industries, LLC
Attachment 5 - June 25, 2024 City Council Staff Report (without attachments)
Item 7.1 - PowerPoint Presentation

8. NEW BUSINESS

8.1 Designation of Voting Delegates for the 2024 National League of Cities City Summit

The City Council will consider appointing a voting delegate, and up to two alternates, to attend and vote on the City's behalf at the National League of Cities City Summit in November 2024.

STAFF RECOMMENDATION:

Discuss the item and appoint a voting delegate, and up to two alternates, to attend and vote, on the City's behalf, at the National League of Cities City Summit in November 2024.

Staff Report
Attachment 1 - National League of Cities By-Laws

8.2 Proposed Framework for Dublin Commons Development Agreement

The City Council will review the proposed framework for the Dublin Commons Development Agreement for the future development on the site.

STAFF RECOMMENDATION:

Review and provide direction the proposed framework for the Dublin Commons Development Agreement.

Staff Report
Attachment 1 - Site Plan
Attachment 2 - July 16, 2024 City Council Staff Report
Item 8.2 - PowerPoint Presentation

9. CITY MANAGER AND CITY COUNCIL REPORTS

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, secure, and sustainable environment, fosters new opportunities, and champions a culture of equity, diversity, and inclusion.

Agenda Item 3.1

STAFF REPORT

CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Update on the Alameda County Sheriff's Office Oversight Committee
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will receive an update on the efforts regarding the Alameda County Sheriff's Office Oversight Committee.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Wendy Still, Alameda County Public Protection Safety Advisor for Board of Supervisors District 2 will make a presentation to the City Council to provide an update on the efforts regarding the Alameda County Sheriff's Office Oversight Committee.

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: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation of American Muslim Appreciation and Awareness Month Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present the American Muslim Appreciation and Awareness Month proclamation.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will present the American Muslim Appreciation and Awareness Month proclamation in recognition of the many contributions of American Muslims in Dublin and across the nation.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) American Muslim Appreciation and Awareness Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"American Muslim Appreciation and Awareness Month"

WHEREAS, freedom of religion holds distinction as a cherished right and a fundamental value upon which the law and ethics of the United States are based; and

WHEREAS, the City of Dublin takes great pride in supporting individual religious freedoms and is strengthened by contributions of its diverse population, including those Americans who practice Islam; and

WHEREAS, approximately one million Muslim Americans currently reside in communities throughout California, the highest number in the United States; and

WHEREAS, the citizens of the City of Dublin benefit from Muslim religious, charitable, educational and empowerment organizations that operate within the East Bay; and

WHEREAS, members of the Dublin Muslim community have been strong advocates for equity and inclusion at the municipal and state levels of education and social programs that support all Dubliners; and

WHEREAS, it is appropriate to promote awareness of the many contributions of American Muslims in Dublin and across the nation and extend to them the respect every American deserves.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council acknowledges the rich history and contributions of Muslims and the lasting positive impact they have made and does hereby proclaim August 2024 as "American Muslim Appreciation and Awareness Month" in the City of Dublin.

DATED: August 20, 2024

Mayor Michael McCorriston

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Councilmember Janine Thalblum

Agenda Item 3.3

STAFF REPORT

CITY COUNCIL

DATE: August 20, 2024

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, Adrian Fernandez, Code Enforcement Officer with 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, Adrian Fernandez, Code Enforcement Officer with 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 5.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of July 16, 2024 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the July 16, 2024, Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the July 16, 2024, Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the July 16, 2024, Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) July 16, 2024 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: July 16, 2024

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 6:00 PM

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

II. PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

III. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) 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, July 16, 2024**, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor McCorriston.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2) REPORT ON CLOSED SESSION

Mayor McCorriston reported there was no reportable action out of Closed Session, and Closed Session would be continued at the end of the Regular Meeting.

DRAFT

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Introduction of Garrison Commander of Parks Reserve Forces Training Area, Lieutenant Colonel Richard B. King and Command Sergeant Major Steven D. Lorey

The City Council welcomed the new Garrison Commander of Parks Reserve Forces Training Area, Lieutenant Colonel Richard B. King and Command Sergeant Major Steven D. Lorey.

3.2) Introduction of Dublin Police Services Behavioral Health Unit Associate Therapist Shanel Perou

Dublin Police Services Behavioral Health Unit Associate Therapist Shanel Perou was introduced to the City Council.

3.3) Employee Introductions

New City of Dublin Staff members, Brandon Harris, Management Fellow with the City Manager's Office, and Yingru Huang, Summer Intern with the Parks and Community Services Department, were introduced.

3.4) Update from Three Valleys Community Foundation

The City Council received an update from Kelly Bowers, Ed.D., CEO and President of Three Valleys Community Foundation.

3.5) Dublin Climate Challenge - Community Engagement with the Climate Action Plan 2030 and Beyond

The City Council received a presentation on community engagement with the Climate Action Plan 2030 and Beyond through the new Dublin Climate Challenge online platform.

4) PUBLIC COMMENT

Srishti Mazumder provided public comment

Juan Quevedo provided public comment.

Jeanine Gillengerten provided public comment.

Mike Grant provided public comment.

5) CONSENT CALENDAR

5.1) Approved the minutes of the June 18, 2024 Regular City Council Meeting, June 25, 2024 Adjourned Regular City Council Meeting, and July 3, 2024 Special City Council Meeting.

5.2) Adopted Resolution No. 74-24 titled, "Approving an Agreement for On-Call Surveying Services with Kier & Wright."

5.4) Received notification of the City Engineer's pending approval of the Final Maps for Tracts 8646, 8648, and 8671, Francis Ranch; adopted Resolution No. 75-24 titled, "Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8646, Francis Ranch;" adopted Resolution No. 76-24 titled, "Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8648, Francis Ranch;" and adopted Resolution No. 77-24 titled, "Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8671, Francis Ranch."

5.5) Adopted Resolution No. 78-24 titled, "Approving a Funding Agreement with the Alameda County Transportation Commission for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119;" adopted Resolution No. 79-24 titled, "Approving a Project Funding Agreement with the Tri-Valley Transportation Council for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119;" and approved the budget change.

5.6) Approved the Heritage and Cultural Arts Commission's recommendations for the 2024 Utility Box Art Program.

5.7) Adopted Resolution No. 80-24 titled, "Confirming City of Dublin Participation in the California Highway Patrol Cannabis Tax Fund Grant Agreement."

5.8) Adopted Resolution No. 81-24 titled, "Approving an Agreement for Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit Inspections and Illicit Discharge Response Services."

5.9) Adopted Resolution No. 82-24 titled, "Approving the Plans and Specifications and Awarding a Contract to Suarez & Munoz Construction, Inc. for the Forest Park Project, CIP No. PK0322," and approved the budget change.

5.10) Adopted Resolution No. 83-24 titled, "Approving the Plans and Specifications and Awarding a Contract to FBD Vanguard Construction, Inc. for the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517."

5.11) Waived the second reading and adopted Ordinance No. 04-24 titled, "Approving Amendments to the Dublin Municipal Code to Add Chapter 4.50 (Sidewalk Vending) to Title 4 (Regulation of Businesses), and Amend Section 5.100.090 (Merchandising, Advertising and Signs— Prohibited Acts)."

5.12) Received a report of payments issued from June 1, 2024 - June 30, 2024, totaling $14,352,606.97.

On a motion by Councilmember Josey, seconded by Councilmember Qaadri, and by unanimous vote, the City Council adopted the Consent Calendar, except for item 5.3.

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

5.3) Ordinance Amending Dublin Municipal Code Section 2.08.020 and Providing for an Increase in Salary for City Councilmembers

This item was pulled from the consent calendar by Vice Mayor Hu for a separate vote.

On a motion by Councilmember Josey and seconded by Councilmember Thalblum, and by a 4-to-1 vote, the City Council waived the second reading and adopted Ordinance No. 03-24 titled, "Rescinding and Replacing Ordinance No. 6-82 Amending Dublin Municipal Code Section 2.08.020 and Providing for an Increase in the Salary for Members of the City Council."

RESULT:	**ADOPTED [4-to-1]**
MOVED BY:	Jean Josey, Councilmember
SECOND:	Janine Thalblum, Councilmember
AYES:	McCorriston, Josey, Qaadri, Thalblum
NOES:	Hu

6) PUBLIC HEARING

6.1) Dublin Fallon 580 Project (PLPA-2023-00033)

The City Council received a presentation on a proposal from GH PacVest, LLC for the Dublin Fallon 580 Project to eliminate the Public/Semi-Public land use designation, convert 42.6 acres of designated Open Space to Parks/Public-Recreation, establish development standards for the future development of 238 residential units and up to 3,299,670 square feet of commercial/campus office use, and subdivide the 192-acre site into 11 parcels.

Mayor McCorriston opened the Public Hearing.

The applicant, GH PacVest, LLC, made a presentation.

EJ Cire provided public comment.

Rick Templeman provided public comment.

Brandon Evans provided public comment.

Gabi Blackman provided public comment.

Yuhua Bai provided public comment.

Vijay Lakkaraju provided public comment.

Ken Miller provided public comment.

Margaret Liang provided public comment.

Mayor McCorriston closed the Public Hearing.

On a motion by Councilmember Josey, seconded by Councilmember Qaadri, and by unanimous roll call vote, the City Council:

1. Adopted Resolution No. 84-21 titled, "Adopting an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports and Adopting General Plan and Eastern Dublin Specific Plan Amendments to Eliminate the 2.5-Acre Public/Semi-Public Land Use Designation and to Convert Approximately 42.6 Acres of Open Space to the Parks/Public Recreation Land Use Designation;" and
2. Waived the reading and introduced an Ordinance Amending the Zoning Map and Approving Amendments to the Planned Development Zoning Stage 1 Development Plan Ordinance No. 32-05 and a Stage 2 Development Plan for 13.7-Acres of Medium-High Density Residential for the Dublin Fallon 580 Project with the following amendments: Stage 2 Development Plan Residential Standards Parking Spaces Required Per Home will read "2 covered and 1 guest parking spaces per home" and removed the Contemporary architectural style from Exhibit A - Architectural Design Guidelines; and
3. Adopted Resolution No. 85-24 titled, "Approving the Vesting Tentative Tract Maps for the Dublin Fallon 580 Project," with the following amendments: replaced "shall" with "may" in In-Lieu Fee portion of Condition 6 - Inclusionary Housing to read, "In-Lieu Fee: 40 percent of the total number of inclusionary units within the development may be satisfied via payment of an "In-Lieu Fee" as provided by the City's Impact Fee Schedule;" added a new condition (Condition 133) that the Applicant/Developer will work with City staff to explore a secondary vehicular egress driveway over Parcel C at the intersection of Pandora Way and Twain Harte Road, and added to the Pest Control Condition (Condition 86) "Applicant/Developer shall prepare and submit an integrated pest management (IPM) plan with the first permit application for any grading or ground disturbance activity. The IPM plan shall be regularly updated as construction progresses"; and
4. Waived the reading and introduced an Ordinance Approving a Development Agreement Between the City of Dublin and GH PacVest, LLC Related to the Dublin Fallon 580 Project.

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

Mayor McCorriston called for a break at 10:01 PM.

Mayor McCorriston reconvened the meeting at 10:11 PM.

7) UNFINISHED BUSINESS

7.1) Downtown Dublin Update

The City Council received a presentation on updates to the Downtown Dublin efforts, including the ongoing work on the development of the Dublin Commons project.

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

8) NEW BUSINESS

8.1) Consideration of Ballot Measure to Amend the General Plan Regarding the Livbor-Manning LLC Property East of the City Limits

The City Council received a presentation regarding placing a measure on the ballot to amend a provision of the Dublin General Plan added by the Open Space Initiative of 2014 that would allow future approval by the City of limited commercial development on certain property east of the City limits owned by Livbor-Manning LLC.

Mayor McCorriston opened the public comment period.

Harry Crosby provided public comment.

Tom Evans provided public comment.

Shirley Lewandowski provided public comment.

Greg Bonato provided public comment.

John Cameron provided public comment.

Gabi Blackman provided public comment.

Donna Cabanne provided public comment.

Diana Roberts provided public comment.

Tim Sbranti provided public comment.

Juan Pablo Galvan Martinez provided public comment.

Jean King provided public comment.

Rebecca Davis provided public comment.

David Jonas provided public comment.

Richard Schneider provided public comment.

Mayor McCorriston closed the public comment period.

On a motion by Councilmember Thalblum, seconded by Councilmember Josey, and by a 3-to-2 roll call vote, the City Council adopted Resolution No. 86-24 titled, "Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending a Provision of the Dublin General Plan that was added by the Dublin Open Space Initiative of 2014; Calling for an Election to be Consolidated with the Statewide Election to be Held on November 5, 2024; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; and Providing for Notice Therefor."

RESULT:	**ADOPTED [3-to-2]**
MOVED BY:	Janine Thalblum, Councilmember
SECOND:	Jean Josey, Councilmember
AYES:	Josey, Hu, Thalblum
NOES:	McCorriston, Qaadri

9) CITY MANAGER AND CITY COUNCIL REPORTS

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

10) ADJOURNMENT

Mayor McCorriston adjourned the Regular Meeting to Closed Session at 12:52 AM.

Mayor McCorriston reported there was no reportable action out of Closed Session and adjourned the meeting at 1:30 AM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.2

STAFF REPORT

CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Appointments to the City Council 2024 Ad-Hoc Audit Review Committee
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City's independent auditor, Badawi and Associates, have commenced the field work necessary to complete the Annual Comprehensive Financial Report for year ending June 30, 2024. The City Council will consider the establishment of an Ad-Hoc Committee comprising two members of the City Council who will review the audit process and final report with the auditors.

STAFF RECOMMENDATION:

Confirm the Mayor's recommendation of Mayor McCorriston and Councilmember Josey as the 2024 Ad-Hoc Audit Review Committee.

FINANCIAL IMPACT:

The cost of the audit was included in the Fiscal Year 2024-25 adopted budget.

DESCRIPTION:

The independent auditors from the firm of Badawi and Associates are required to follow protocols established by the Governmental Auditing Standards Board and issue their directives in documents referenced as the Statement on Accounting Standards, which are applicable to both private and governmental entities.

These standards require that the auditors communicate directly with those charged with governance. The Ad-Hoc Audit Review Committee, comprising two members of the City Council appointed by the Mayor, is established each year for this purpose. After the Committee has had an opportunity to review and discuss the report with the auditors, Staff will prepare an agenda item for action by the entire City Council at a future meeting.

Last year, the Committee was composed of Mayor Hernandez and Councilmember Qaadri. The

Mayor has recommended the appointment of Mayor McCorriston and Councilmember Josey to serve as the 2024 Ad-Hoc Audit Review Committee.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Fallon Sports Park Phase 3 CIP No. PK0119 - Acceptance of Work
Prepared by: Rosemary Alex, Parks and Facilities Development Coordinator

EXECUTIVE SUMMARY:

The City Council will consider the acceptance of Fallon Sports Park - Phase 3. The project constructed a cricket field, lighted five-bay batting cage, four volleyball courts, a play area, and two little league fields.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting Fallon Sports Park – Phase 3, CIP No. PK0119.

FINANCIAL IMPACT:

The Fallon Sports Park Project is complete, and the project funding and costs were as follows: The remaining project funds will be returned to the General Fund Designated Reserve.

Project Funding Source	
Public Facility Fees	$9,523,000.00
General Fund Designated Reserves	$100,000.00
Total Funding	**$9,623,000.00**
Project Expenditures	
Construction Contract with Change Orders	$8,017,814.00
Contract Services, Design, Salary, and Other	$1,567,048.81
Total Expenditures	**$9,584,862.81**
Project Balance	**$38,137.19**

Upon the City Council's acceptance of the project, the remaining funding will be returned to the General Fund Undesignated Reserve.

DESCRIPTION:

On February 16, 2021, the City Council awarded a construction contract in the amount of $6,617,814 to Suarez and Munoz Construction, Inc. for Fallon Sport Park Phase 3, CIP No. PK0119, and authorized the City Manager to approve change orders up to a contingency amount of $700,000 for the project (Resolution No. 15-21). The project included the following improvements:

- Little League Fields: Two fields with fencing, scoreboards, bleachers, a single-story scorekeeper booth, bull pens, dugouts, walkways, planting, and irrigation.
- Plaza Area: Walkways, a playground, planting, and irrigation.
- Courts/Cages/Lawn: Four volleyball courts with one set of bleacher pads, a five-bay batting cage with lighting, a lawn area, walkways, planting, and irrigation.
- Cricket Area: A lawn area, pitch, walkways, concrete terrace seating/steps, two sight screens, drainage, planting, and irrigation.

On September 20, 2022, the City Council approved additional improvements including fencing/netting surrounding a portion of the cricket field to mitigate for balls going beyond the park boundaries along Fallon Road and to protect park users along the concrete seating side of the cricket field (Resolution No. 114-22). The City Council also authorized the City Manager to approve change orders up to a contingency amount of $1,400,000.

Staff has determined that the project is complete and recommends that the City Council accept the project.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A courtesy copy was sent to Suarez and Munoz Construction, Inc.

ATTACHMENTS:

1) Resolution Accepting Fallon Sports Park – Phase 3, CIP No. PK0119
2) CIP No. PK0119

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ACCEPTING FALLON SPORTS PARK - PHASE 3, CIP NO. PK0119

WHEREAS, on February 16, 2021, the City of Dublin entered into a Construction Contract with Suarez and Munoz Construction, Inc. for the Fallon Sports Park - Phase 3, with improvements that included a cricket field, lighted five-bay batting cage, four volleyball courts, play area and two little league fields; and

WHEREAS, said improvements have been completed in accordance with plans and specifications, and any approved modifications thereof, to the satisfaction of the City Engineer of the City of Dublin.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby accept the Fallon Sports Park - Phase 3, CIP No. PK0119 and authorize Staff to file a Notice of Completion with Alameda County.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee, to release the retention, if after 35 days of filing the Notice of Completion there are no subcontractor claims.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the maintenance bond at the end of the warranty period.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number – PK0119 **FALLON SPORTS PARK – PHASE 3** **Program – PARKS**

PROJECT DESCRIPTION

Fallon Sports Park is a 60-acre community park bordered by Fallon Road, Central Parkway, Lockhart Street and Gleason Drive. Phases 1 and 2 of the park have been completed and Phase 3 represents the final phase of park development.

The Phase 3 project provides for the design and construction of the remaining 14 acres of Fallon Sports Park, referred to as the Upper Terrace. On December 17, 2019, City Council approved the concept design that includes a cricket field, two ballfields, sand volleyball courts and multi-sport batting cages. In September 2022 the City Council authorized the use of construction contingency to install perimeter fencing/netting at the cricket field.

PROJECT TIMELINE: Construction was substantially completed in late summer 2022 and a park opening ceremony was held in October 2022. The project was completed in June 2024, and is currently in the closeout phase.

ANNUAL OPERATING IMPACT: $530,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$225,000							$225,000
9200 – Contract Services	$1,268,000							$1,268,000
9400 – Improvements	$8,100,000							$8,100,000
9500 – Miscellaneous	$30,000							$30,000
TOTAL	**$9,623,000**							**$9,623,000**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$100,000							$100,000
4100 – Public Facility Fees	$9,523,000							$9,523,000
TOTAL	**$9,623,000**							**$9,623,000**

Agenda Item 5.4

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

SUBJECT: Dublin Fallon 580 Project (PLPA-2023-00033)
Prepared by: Crystal De Castro, Senior Planner

EXECUTIVE SUMMARY:

The Dublin Fallon 580 Project proposes to eliminate the Public/Semi-Public land use designation, convert 42.6 acres designated Open Space to Parks/Public-Recreation, establish development standards for the future development of 238 residential units and up to 3,299,670 square feet of commercial/campus office use, and subdivide the 192-acre project site into 11 parcels. The requested approvals include a General Plan and Eastern Dublin Specific Plan (EDSP) Amendment, a Planned Development Zoning Stage 1 Development Plan Amendment, a Stage 2 Development Plan for the residential use, Vesting Tentative Tract Maps 8663, 8666, and 8667, a Development Agreement, and an Addendum to the EDSP Environmental Impact Reports. On July 16, 2024, the City Council held a public hearing and approved the Addendum, General Plan and EDSP Amendments, and Vesting Tentative Maps. The City Council also introduced Ordinances amending the Zoning Map, approving an amendment to the Planned Development Zoning Stage 1 Development Plan, approving a Stage 2 Development Plan for the residential portion of the project, and approving a Development Agreement. The City Council is now being asked to waive the second reading and approve both Ordinances.

STAFF RECOMMENDATION:

Waive the second reading and adopt: 1) the **Ordinance** Amending the Zoning Map and Approving Amendments to the Planned Development Zoning Stage 1 Development Plan Ordinance No. 32-05 and a Stage 2 Development Plan for the 13.7-Acres of Medium-High Density Residential for the Dublin Fallon 580 Project; and 2) the **Ordinance** Approving a Development Agreement Between the City of Dublin and GH PacVest, LLC Related to the Dublin Fallon 580 Project.

FINANCIAL IMPACT:

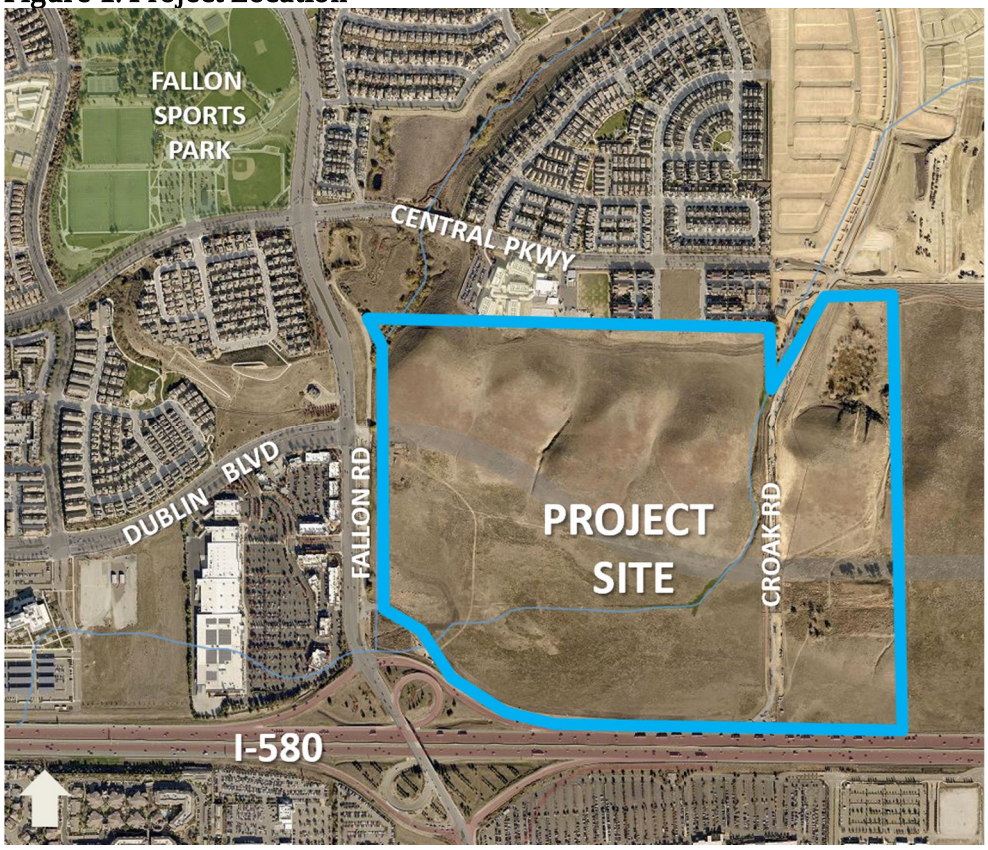
All costs associated with the processing of this application are paid for by the applicant.

DESCRIPTION:

Background

The Dublin Fallon 580 property is located within the Fallon Village area in the Eastern Dublin Specific Plan (EDSP). The property is located east from Fallon Road to just beyond Croak Road and extends north of I-580 as shown in Figure 1 below.

Figure 1. Project Location



The Applicant proposes to eliminate the existing Public/Semi-Public land use designation, convert 42.6 acres designated Open Space to Parks/Public-Recreation, establish development standards for the future development of 238 residential units and up to 3,299,670 square feet of commercial/campus office use, and subdivide the 192-acre site into 11 parcels. The requested approvals include a General Plan and EDSP Amendment, Planned Development Zoning Stage 1 Development Plan Amendment, a Stage 2 Development Plan for the residential portion of the project, Vesting Tentative Tract Maps 8663, 8666, and 8667, a Development Agreement, and an Addendum to the EDSP Environmental Impact Reports. Please refer to Attachment 6 for a complete discussion of the project.

On July 16, 2024, the City Council held a public hearing and adopted Resolution No. 84-24 adopting the California Environmental Quality Act (CEQA) Addendum and adopting General Plan and EDSP Amendments, and Resolution No. 85-24 approving the Vesting Tentative Tract Maps. The City Council modified the conditions of approval for the maps to require: a rodent/pest control management plan; the Applicant to work with the City to explore secondary egress from the development at the intersection of Pandora Way and Twain Harte Road; and modify Condition #6 to state the applicant "may" rather than "shall" pay Affordable Housing In-Lieu fees. The City Council also introduced an Ordinance amending the Zoning Map and amending the Planned Development Zoning Stage 1 Development Plan and approving a Planned Development Zoning Stage 2 Development Plan for the residential portion of the project. The City Council also introduced an Ordinance approving a Development Agreement. Revisions were made to the residential development standards to require one guest parking space per unit and to eliminate the Contemporary architectural style from the Architectural Design Guidelines.

The City Council is now being asked to waive the second reading and adopt: 1) the Ordinance (Attachment 1) amending the Zoning Map and approving amendments to the Planned Development Zoning Stage 1 Development Plan and approving a Stage 2 Development Plan with the Architectural Design Guidelines included as Attachment 2 and the Landscape Design Guidelines included as Attachment 3; and 2) the Ordinance (Attachment 4) approving the Development Agreement between the City of Dublin and GH PacVest, LLC with the Development Agreement included as Attachment 5.

ENVIRONMENTAL DETERMINATION:

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

On July 16, 2024, the City Council adopted Resolution No. 84-24 approving an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin.
Strategic Objective 1C: Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Boulevard extension.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending the Zoning Map and Approving Amendments to the Planned Development Zoning Stage 1 Development Plan Ordinance No. 32-05 and a Stage 2 Development Plan for 13.7-Acres of Medium-High Density Residential for the Dublin Fallon 580 Project
2) Exhibit A to the Ordinance - Architectural Design Guidelines
3) Exhibit B to the Ordinance - Landscape Design Guidelines
4) Ordinance Approving a Development Agreement Between the City of Dublin and GH PacVest, LLC Related to the Dublin Fallon 580 Project
5) Exhibit A to the Ordinance - Development Agreement
6) City Council Staff Report dated July 16, 2024, without attachments

ORDINANCE NO. XX – 24

AMENDING THE ZONING MAP AND APPROVING AMENDMENTS TO THE PLANNED DEVELOPMENT ZONING STAGE 1 DEVELOPMENT PLAN ORDINANCE NO. 32-05 AND A STAGE 2 DEVELOPMENT PLAN FOR 13.7-ACRES OF MEDIUM-HIGH DENSITY RESIDENTIAL FOR THE DUBLIN FALLON 580 PROJECT
PLPA-2023-00033
(APNs 985-0027-002-00, 905-0001-006-03, 985-0027-004-00, 985-0027-005-00)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The Property Owner, GH PacVest LLC, is requesting approval of a Planned Development Zoning Stage 1 Development Plan Amendment (Ordinance 32-05) and a Stage 2 Development Plan. The proposed project includes up to 238 residential units within 13.7 acres designated Medium High Density Residential, approximately 3,299,670 square feet of commercial/office uses on 126 acres designated General Commercial/Campus Office. Requested approvals include a General Plan and Eastern Dublin Specific Plan Amendment, Planned Development Stage 1 Development Plan Amendment (Ordinance No. 32-05) and a Stage 2 Development Plan for the residential parcels, Vesting Tentative Tract Map Nos. 8663, 8666, and 8667, and a Development Agreement. These planning and implementing actions are collectively known as the "Dublin Fallon 580 Project" or the "Project."

B. The project site is approximately 126 acres generally bounded by Jordan Ranch and Francis Ranch to the north, the vacant Righetti property to the east, Fallon Road to the west and Interstate 580 (I-580) to the south.

C. This Ordinance adopts an amendment to the Stage 1 Development Plan (Ordinance 32-05) as it applies to the project area (APNs 985-0027-002-00, 905-0001-006-03, 985-0027-004-00, 985-0027-005-00) and a Stage 2 Development Plan for 13.7-acres of Medium High Density Residential within the Dublin Fallon 580 Project and located south of Jordan Ranch and east and west of Croak Road (APNs 985-0027-002-00 and 905-0001-006-03).

E. This Ordinance shall supersede Ordinance No. 13-08, adopted by the City Council on March 18, 2008, for an amended Stage 1 Development Plan and Stage 2 Development Plan for the 7-acre residential portion of the GH PacVest property (formerly Anderson) located east of Croak Road which, among other approvals established the regulations for the use, development, improvement, and maintenance pursuant to Chapter 8.32 of the Dublin Zoning Ordinance (APN 905-0001-006-03).

F. The California Environmental Quality Act (CEQA) together with CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain project be reviewed for environmental impacts and that environmental documents be prepared.

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

of the potential environmental impacts of the Project and concludes that the Project would not result in any new significant impacts or substantially increase the severity of any significant impacts identified in the EDSP EIRs and no other CEQA standards for supplemental review are met.

G. Following a properly noticed public hearing on June 11, 2024, the Planning Commission adopted Resolution No. 24-05, recommending approval of the Addendum and the Dublin Fallon 580 Project, and approve General Plan and Eastern Dublin Specific Plan Amendments, Planned Development Zoning Stage 1 Development Plan Amendments and a Stage 2 Development Plan, Vesting Tentative Tract Maps, and a Development Agreement for the Dublin Fallon 580 Project, which Resolution is incorporated herein by reference and available for review at City Hall during normal business hours.

H. A Staff Report dated July 16, 2024, and incorporated herein by reference, described and analyzed the Project, including the Planned Development Zoning Stage 1 Development Plan Amendment and Stage 2 Development Plan, for the City Council.

I. The City Council considered the Addendum to the EDSP EIRs, and all above referenced reports, recommendations, and testimony at a properly noticed public hearing prior to taking action on the Project.

J. On July 16, 2024, the City Council adopted Resolution No. 84-24 adopting the CEQA Addendum and approving a General Plan and Eastern Dublin Specific Plan Amendment and Resolution No. 85-24 approving Vesting Tentative Tract Map Nos. 8663,8666, and 8667.

SECTION 2: FINDINGS

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

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

2. *Development under the Planned District Development would be harmonious and compatible with existing and potential development in surrounding areas in that* 1) the proposed project is located within the Fallon Village Stage 1 Development Plan area which has a mix of residential, commercial and industrial areas; 2) the project's residential area will be consistent the planned residential projects, including Francis Ranch to the north and medium density residential land use to the east and 3) the future industrial area to the east are envisioned to be developed with similar and compatible uses.

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

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

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

3. *The proposed amendment will not adversely affect the health or safety of persons residing or working in the vicinity, or be detrimental to the public health, safety and welfare in that* 1) the proposed amendment addresses the planned design of the Dublin Boulevard extension and provides for a FAR for general commercial/campus offices uses consistent with the General Plan and Eastern Dublin Specific Plan and 2) the commercial/office area to the east is envisioned to be developed with similar and compatible uses.

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

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

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

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

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

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

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

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

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

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

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

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

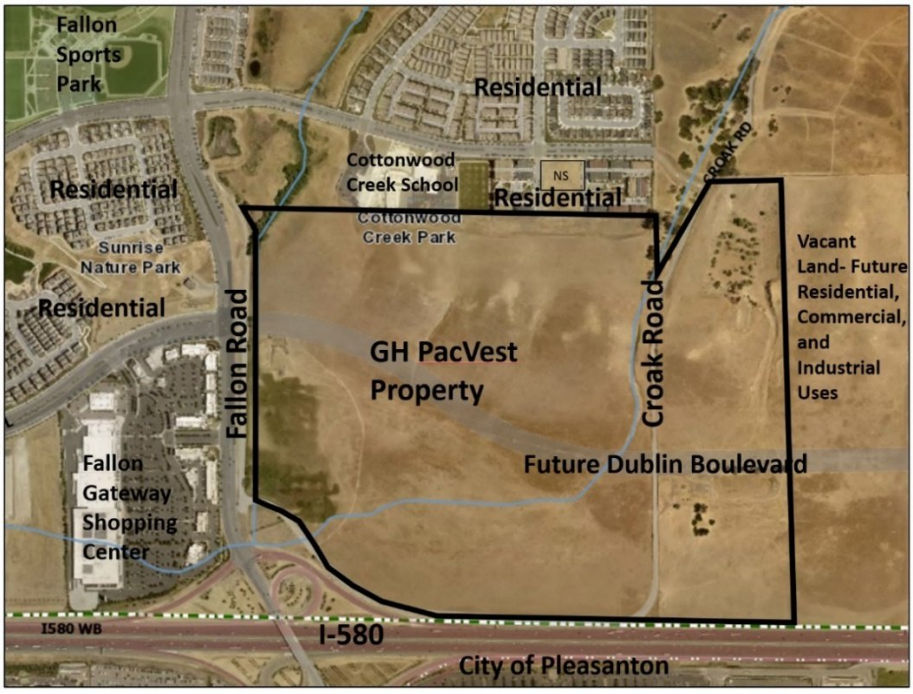
11. Where possible, certain elements should be coordinated and shared, including access drives; internal circulation; perimeter open space and landscape buffers; service, loading, and refuse locations; and drainage, detention, and water quality facilities.

SECTION 3. ZONING MAP AMENDMENT

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

> Approximately 192-acres located south of Jordan Ranch, north of I-580, east of Fallon Road, and just beyond Croak Road (APNs 985-0027-002-00, 905-0001-006-03, 985-0027-004-00, 985-0027-005-00 (the "Property")

A map of the rezoning area with a related Stage 2 Development Plan for the Medium- High Density Residential is shown below:



SECTION 4. AMENDMENTS TO THE OF STAGE 1 DEVELOPMENT PLAN ORDINANCE NO. 32-05

Fallon Village Stage 1 Development Plan

On December 20, 2005, the City Council approved a Stage 1 Development Plan for the 1,134-acre Fallon Village Project (Ordinance 32-05), pursuant to Chapter 8.32 of the Dublin Zoning Ordinance. The Planned Development Stage 1 Development Plan for the Fallon Village Project is amended as shown below. All other provisions of Ordinance 32-05 remain unchanged.

1. **Statement of Proposed Uses.** The statement of proposed uses shall amend PD-Parks with the addition of Natural Community Park as a permitted use and PD-Public/Semi-Public to remove reference to the location of the Public/Semi-Public on the GH PacVest property within the Fallon Village Center as follows:

   PD-Park
   Intent. Community and neighborhood open space and recreational area, both active and passive.

   Permitted Uses
   Community Park
   Neighborhood Park
   Neighborhood Square
   Natural Community Park
   Recreational and educational facility
   Trail staging area
   Similar and related uses as determined by the Community Development Director

   PD-Public/Semi-Public
   Intent. Identifies areas where institutional or community facilities uses are anticipated. The exact location of parcels with a Public/Semi-Public designation shall be determined at Stage 2. The Public/Semi-Public parcels on the Francis Ranch (formerly Croak/East Ranch) properties (net 2.0-acres) shall be located within the Fallon Village Center.

2. **Development Regulations.** Amend Development Regulations for PD-General/Campus Office, and PD-industrial Park projects in Fallon Village to reflect the mix of uses for the GH PacVest property as follows:

   A. PD-General Commercial/Campus Office, and PD-Industrial Park

   1. Development Standards

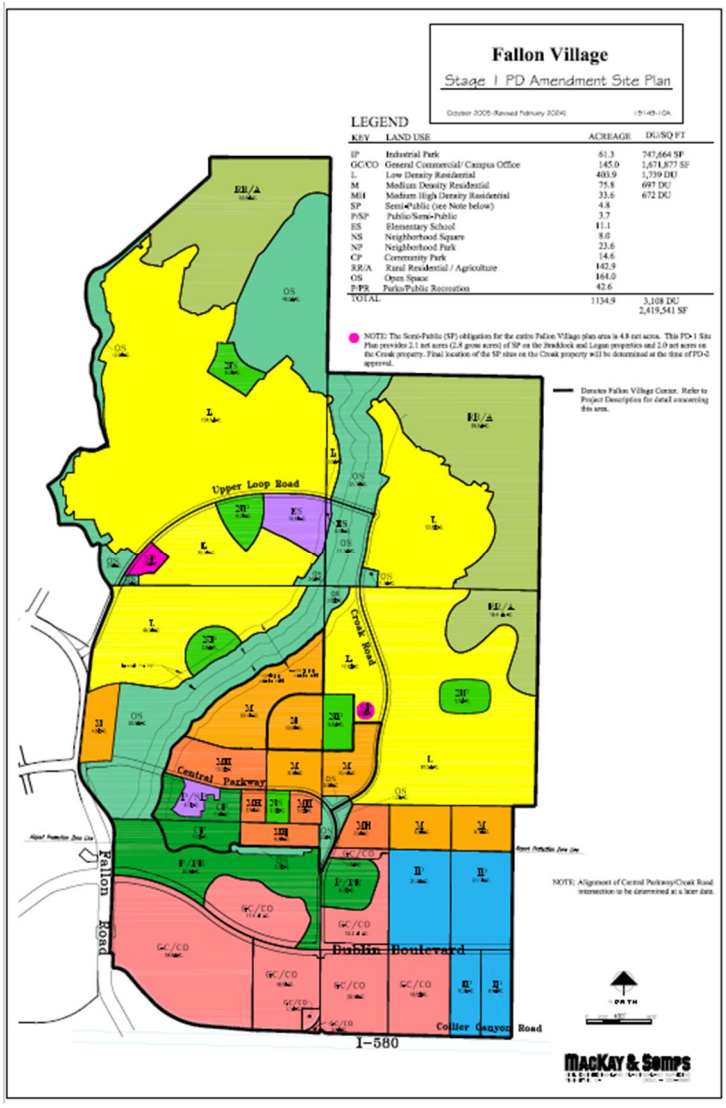
   b. Each property owner shall develop their General Commercial/Campus Office parcel with a mix of land uses consistent with the assumptions made in their respective traffic studies as follows:

<table>
<tr><th>Property</th><th>Traffic Study</th><th colspan="3">Traffic Assumption Summary</th></tr>
<tr><td rowspan="5">GH PacVest</td><td rowspan="5">Dublin Fallon 580 Local Transportation Analysis dated March 2024 (Kittelson)</td><td>ITE Land Use</td><td>Unit Amount</td><td>Weekday ADT</td></tr>
<tr><td>Advanced Manufacturing</td><td>2888.4 KSF</td><td>13,720</td></tr>
<tr><td>Hotel</td><td>314 rooms</td><td>2,509</td></tr>
<tr><td>Retail</td><td>100 KSF</td><td>3,701</td></tr>
<tr><td>Office</td><td>100 KSF</td><td>1,084</td></tr>
<tr><td>Righetti</td><td>Fallon Village Traffic Study dated August 2005</td><td colspan="3">The Traffic Study assumed development would consist of 70% commercial and 30% office.</td></tr>
</table>

This mix of commercial and office uses may be modified as long as the traffic impacts for each parcel remain consistent with the assumptions made in the Traffic Study.

3. **Stage 1 Site Plan.** Amend the Stage 1 Site Plan as shown in Figure 1, to replace Exhibit A of Ordinance 32-05 in its entirety to accurately reflect the changes in the land use designations for Fallon Village.

Figure 1. Stage 1 Site Plan



4. **Stage 1 Design Guidelines.** Amend Exhibit B in Ordinance 32-05 as follows: Retaining Walls (p. 56-58). Details on retaining walls for the GH PacVest Properties shall be as shown on the approved tentative maps for the respective residential developments.

5. **Site area, proposed densities.** The Table in Section 5 (site area, proposed densities) of Ordinance 32-05 is amended to accurately reflect the changes to the land use designations for Fallon Village (no changes to the footnotes):

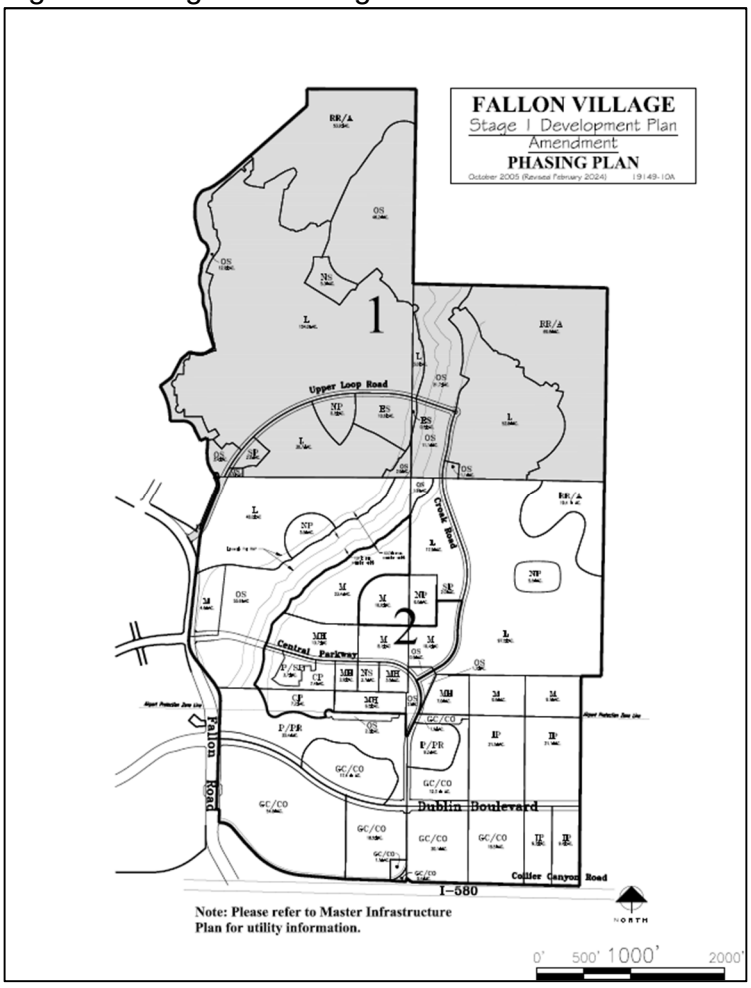
Land Use	***Acreage***	***Density***
Single Family Residential	403.6 acres	0-6.0 units/acre
Medium Density Residential	60.1 acres	6.1-14.0 units/acre

Medium High Density Residential	23.8 acres	14.1-25.0 units/acre
Rural Residential/Agriculture	142.9 acres	1 unit/100 acres
Mixed Use	6.4 acres	0.3-1.00 FAR
General Commercial/ Campus Office	144.3 acres	0.20-0.80 FAR
Industrial Park	61.3 acres	0.35 / 0.40 FAR[1]
Community Park	18.3 acres	--
Neighborhood Park	23.6 acres	--
Neighborhood Square	8.0 acres	--
Natural Community Park	42.6 acres	--
Open Space	168.6 acres	--
Elementary School	21.1 acres	--
Semi-Public	4.1 acres	0.50 FAR
Public/Semi-Public	2.0 acres	0.50 FAR

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

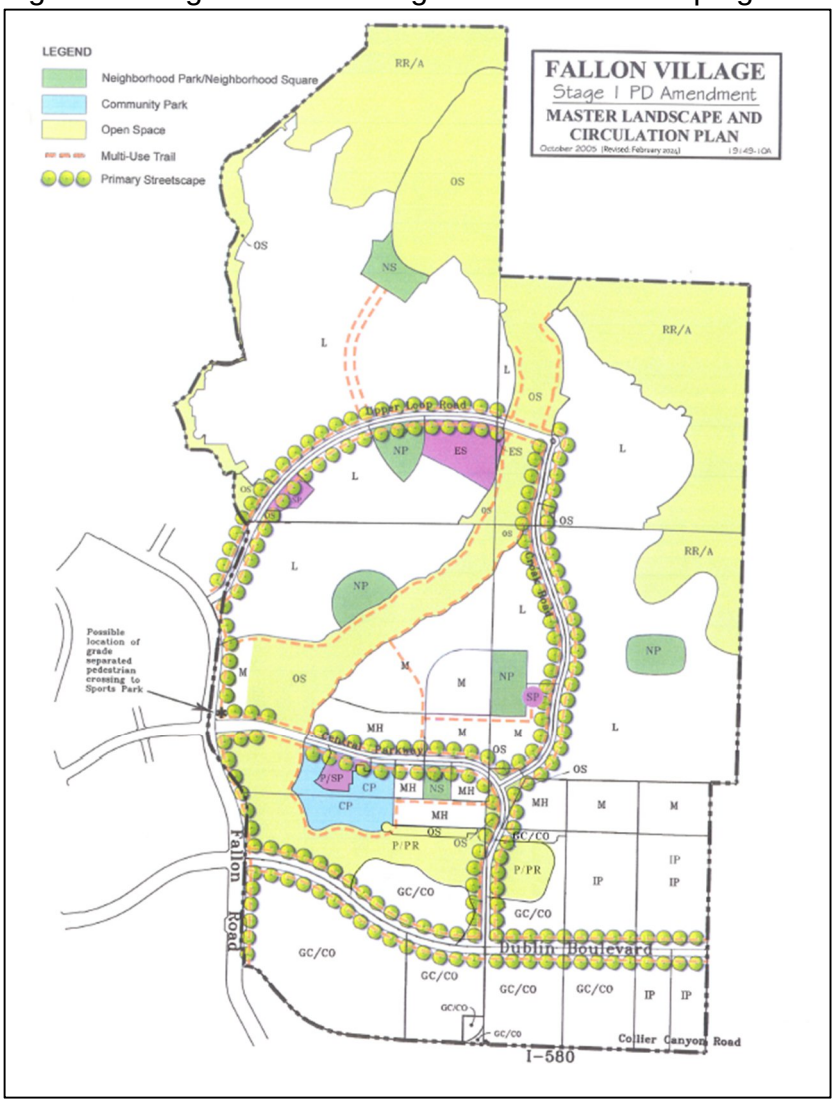
6. **Phasing Plan.** Amend the Stage 1 Phasing Plan as shown in Figure 2, to replace Exhibit C of Ordinance 32-05 in its entirety to accurately reflect the land use designations for Fallon Village.

Figure 2. Stage 1 Phasing Plan



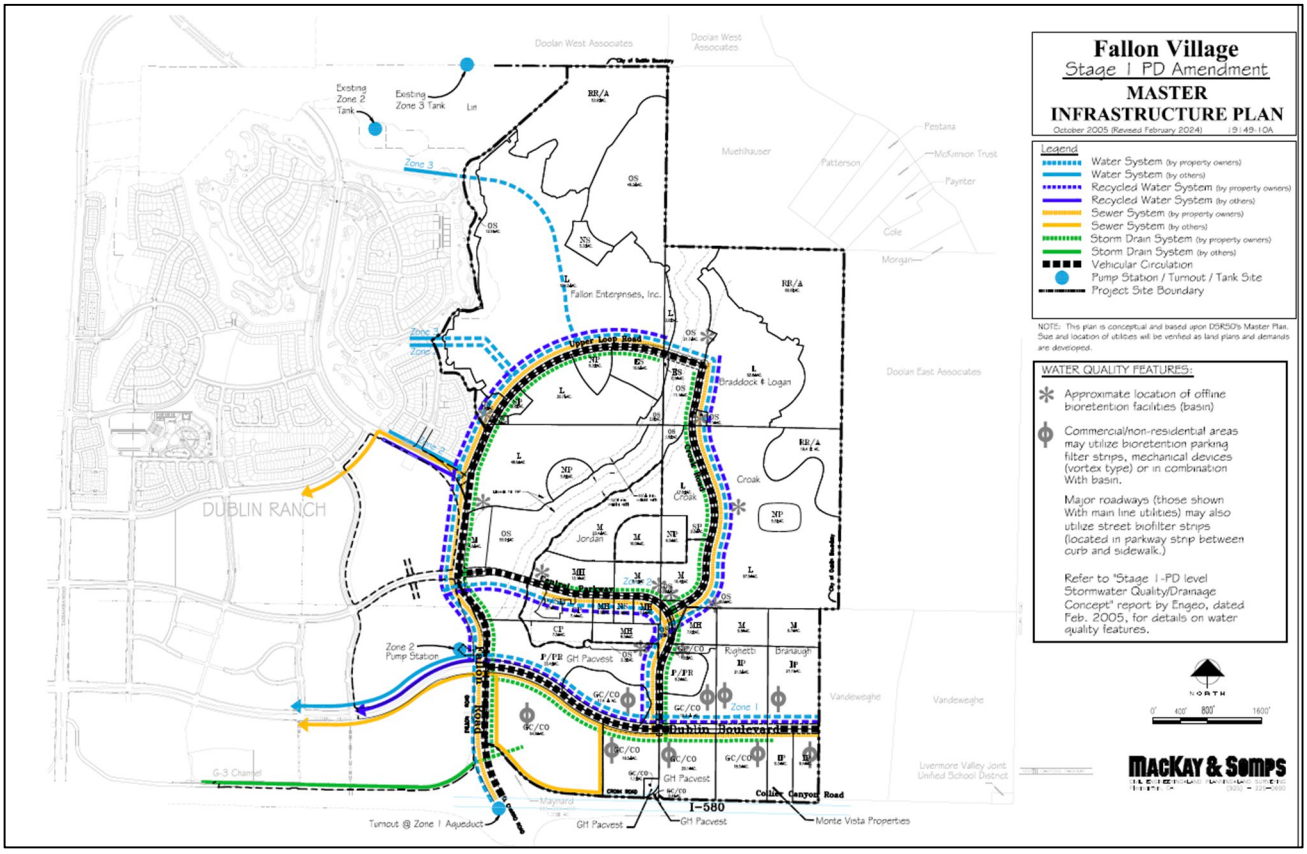
7. **Master Neighborhood Landscaping Plan.** Amend the Stage 1 Master Neighborhood Landscaping Plan as shown in Figure 3, to replace Exhibit D of Ordinance 32-05 in its entirety to accurately reflect the changes to land use designations for Fallon Village.

Figure 3. Stage 1 Master Neighborhood Landscaping Plan



8. **Master Infrastructure Plan.** Amend the Stage 1 Master Infrastructure Plan as shown in Figure 4, to replace Exhibit F in Ordinance 32-05 in its entirety to accurately reflect the changes to land use designation for Fallon Village.

Figure 4. Master Infrastructure Plan



9. **Street Sections.** Amend Exhibit G in Ordinance 32-05 as follows: Street sections for GH PacVest Properties shall be as shown on the approved tentative maps for the respective developments.

SECTION 5. APPROVAL OF STAGE 2 DEVELOPMENT PLAN

The regulations for the use, development, improvement, and maintenance of the Property are set forth in the following Stage 2 Development Plan for the 13.7-acre portion of the GH PacVest area (APNs 985-0027-002-00 and 905-0001-006-03), which is hereby approved. Any amendments to the Stage 2 Development Plan shall be in accordance with Section 8.32.080 of the Dublin Municipal Code or its successors. This Stage 2 Development Plan supersedes and replaces Ordinance 13-08 in its entirety.

Stage 2 Development Plan

The following is a Stage 2 Development Plan pursuant to Chapter 8.32 of the Dublin Zoning Ordinance. This Development Plan meets all the requirements of a Stage 2 Development Plan and is adopted as part of the PD-Planned Development rezoning for the Dublin Fallon 580 Medium-High Density Residential (PLPA-2023-00033).

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

1. **Statement of compatibility with the Stage 1 Development Plan.** The Dublin Fallon 580 Residential Stage 2 Development Plan is consistent with the Stage 1 Development Plan for the Fallon Village Project area (Ordinance No. 32-05), as amended in Section 4 above.

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

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



4. **Site Area, Proposed Densities.**

Land Use	Size (Gross Acres)	Units	Density (du/ac)
Parcel 7 -Tract 8666 Medium-High Density Residential	6.5	128	19.7
Parcel 8- Tract 8667 Medium-High Density Residential	7.2	110	15.3
Total	**13.7**	**238**	**17.4**

5. **Development Regulations.**

Residential Development Standards

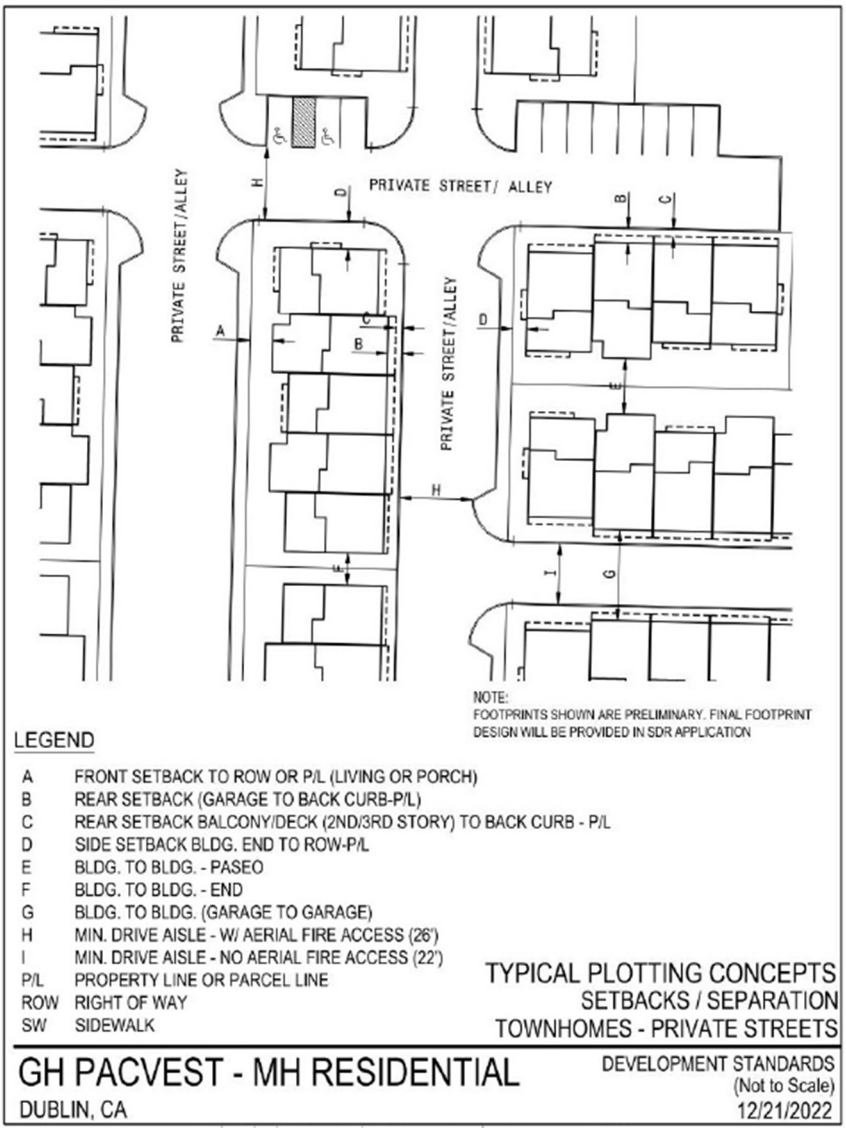
CRITERIA	Medium High Density
Product Type	Attached Product, Townhome, Condominium
Maximum Building Height[(4)(11)]	40'

Maximum Stories	3
Minimum Setbacks [(1)(2)(4)(6)]	
Front setback- Porch/ Living to ROW	5'
Rear Setback- garage to back of curb P/L	3'
Rear setback-balcony/deck to back of curb P/L (2nd/3rd story)	0.5’
Side setback- Bldg end to ROW or P/L	4’
Minimum Building Separation [(2)(3)(4)]	
Bldg. to Bldg.- Paseo (Front)	18.5’
Bldg. to Bldg.- End	10’
Bldg. to Bldg.- Garage (Rear)	30’
Minimum Drive Aisle- with Aerial Fire Access	26’
Minimum Drive Aisle- No Aerial Fire Access	22’
Parking Spaces Required Per Home	2 covered plus 1 guest
Minimum Usable Private Open Space (SF) [(7)]	60 S.F of private outdoor balcony, deck, patio space with 6’ minimum dimension

Notes:

(1) Setbacks measured from property line or as otherwise noted.
(2) See following “Typical Plotting Concept” exhibits for graphic depiction of above standards
(3) Items such as, but not limited to air conditioning condensers, porches, chimneys, bay windows, retaining walls less than 4' in height, media centers, etc. may encroach 2' into the required setback of one side yard, provided a minimum of a 3' flat and level area is maintained for access around the house.
(4) Setbacks are subject to Building Code requirements for access.
(5) Maximum height of a front yard courtyard wall shall be 30" maximum (solid wall) or 42" maximum (transparent/fence)
(6) Patios / Private outdoor open space may encroach into the Front or Side Setback by up to 3’
(7) Retaining walls up to 4' high may be used to create a level usable area. Retaining walls in excess of 4' to create usable area are subject to review and approval of the Community Development Director. Retaining walls over 30" in height are subject to safety criteria as determined by the Building Official.
(8) Curbside parking may be counted toward required number of guest spaces. 2 covered side-by-side spots shall be provided. Tandem spaces may not be utilized to meet the parking requirement.
(9) Accessory Structure Setbacks will follow the City Dublin Zoning Ordinance, Chapter 8.40: Accessory Structures and Uses Regulations
(10) A low wall (30" or less) may encroach into the site line area. No solid structure above 30" shall be allowed; porch columns excluded.
(11) Refer to Dublin Municipal Code Ch 8.36.110 for height exceptions.

Typical Plotting Concepts



6. **Architectural Design Guidelines.** Please refer to **Exhibit A.**

7. **Preliminary Landscape Plan.** Please refer to **Exhibit B.**

8. **Inclusionary Zoning Regulations.** The project shall comply with the Inclusionary Zoning Regulations (Chapter 8.68) for the provision of affordable housing unless otherwise defined by the Development Agreement.

9. **Public Art.** The project shall comply with Public Art Program Contribution (Chapter 8.58) and either make a contribution for or provide public art in accordance with the Dublin Municipal Code.

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

Residential:
R-M Multi-Family Residential District

General Commercial/Campus Office:
C-2 General Commercial District and M-P Industrial Park Zoning District, whichever is least restrictive.

SECTION 5. POSTING OF ORDINANCE

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

SECTION 6. EFFECTIVE DATE

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

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this 20th day of August 2024 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN FALLON 580

ARCHITECTURAL DESIGN GUIDELINES

DUBLIN, CA
FEBRUARY 2024

GH Pacvest, LLC

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Introduction

Purpose and Objective

The Architectural Guidelines provides the architecture framework for future development within Dublin Fallon 580 with the goal of high-quality designed homes. These guidelines and the graphic representations contained herein are for conceptual purposes only. Guidelines with the term “shall” are required and to be implemented; guidelines with the term “should” are highly recommended. The Architectural Guidelines are organized into two sections: B. Architectural Components, and C. Architectural Styles. These guidelines are to be used with the Development Standards for the project, which dictate height, open space and setback requirements.



Exhibit 1.1: GH Pacvest Site Context Map

N.T.S.

Architectural Components

The public realm architecture is comprised of building and design components that include: Building Façades, Roofs and Roof Decks, Garages, Architectural Details, and Materials and Colors. When appropriately designed, these components can create visually interesting streetscapes and human scale environments. This section of the Architectural Design Guidelines covers architectural components and addresses Universal Design and Accessory Dwelling Units.

Building Façades

Building Façades constitute all vertical sides of the building: front, sides, and rear that, together with the roof, creates a building's mass and scale. A building's mass and scale directly impact the overall streetscape of a neighborhood. To encourage a pedestrian friendly environment and visually interesting streetscape, the following guidelines are encouraged:

- Stagger wall planes in the horizontal and/or vertical plane, where appropriate, to break up the elevation to avoid large building massing.
- Provide projections and recesses in building elevations appropriate to the architectural style to create shadow and depth.
- Use balconies to create plane breaks in the building elevations.
- Buildings shall be designed with "4-sided" architecture to create high-quality homes that are human-scale and enhance the public realm.
- Buildings shall be designed to differentiate a defined base, a middle or body, and a top, cornice, or parapet cap as appropriate to the building style.



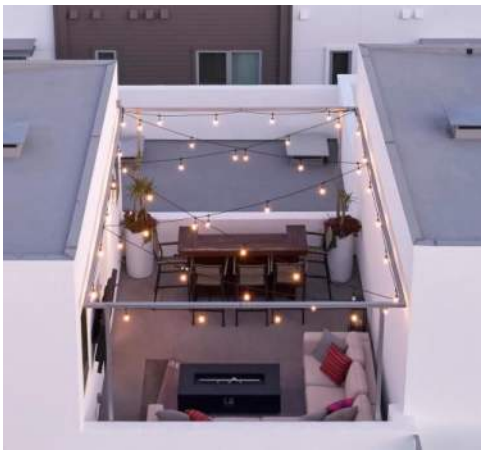
Staggered wall planes



Use balconies to create plane breaks in the building elevations.



Variation in roof forms



Roof deck



Landscaping in between garage doors

Roofs and Roof Decks

The building roof provides an important function to the home and to shaping the skyline and a building's overall form.

- Variation of roof forms are encouraged to allow for the creation of an interesting roofscape and streetscape.
- Roof forms can include, but are not limited to, gable, shed, and hip. Flat roofs may be allowed under the Contemporary Spanish architectural styles, especially when roof decks are part of the building design.
- Roof material and color shall complement the architectural style of the home.
- Roof decks, if implemented, should be designed as an integral part of the overall building design, consider solar panel requirements, have adequate railings for safety and privacy, and offer adequate private open space for residents.

Garages

Garages provide a sheltered space for vehicles and, when thoughtfully placed and designed, will de-emphasize the vehicle and can add to the articulation of the overall building form.

- Alley-load buildings with garage in the alley are encouraged to promote a walkable pedestrian streetscape.
- Garage door recesses into surrounding wall planes, and/or with 2nd floor above cantilevered are encouraged to help de-emphasize the garage door.
- Garage door windowlites are allowed and should be appropriate to the architectural style of the home.
- To soften alleyways with many garage doors, appropriate landscaping (i.e. small hedges, climbing trellis, etc.) in between garage doors is encouraged.

Architectural Details

The Architectural Details of a building help complete the design vision and can mean the difference between a welcoming street scene with appeal and one that may be non-inviting and bland. This section includes guidelines for the following Architectural Details: entryways, windows and doors, exterior lighting, gutters and down spouts, building addresses, and mechanical equipment.

Entryways

- Entryways present the threshold between public and private spaces and are a focal point to the building façade. The following elements are encouraged to be used to articulate the entryway as a focal point: Porch, Trellis, Portico, and Recessed Entryway.
- Where entryways face a paseo, there shall be a walkway, 4' wide minimum, connecting the entryway to the paseo.
- Where entryways face a street, there shall be a walkway, 4' wide minimum, connecting the entryway to the sidewalk.

Windows and Doors

- Window and door design and their trim elements shall be consistent with the overall architectural style of the building.
- Window shutters, when used, shall be the same size and shape as the window opening they appear to shutter.
- Window frames shall be appropriately colored to match or complement the house or trim colors for each color scheme.

Exterior Lighting

- Exterior lighting shall adhere to standards and regulations in Dublin Municipal Code 7.32.270: Building Security, Section (D) Lighting.
- All building-mounted and site lighting fixtures shall be fully shielded and utilize colors and finishes to complement the building's architectural style.

Gutters and Downspouts

- Gutters and downspouts shall be integrated into the overall building design in regards to location and color.



A walkway connecting the entryway to the paseo



Window designs and trim elements



Window shutters proportional to the window opening



Example of well screened Mechnical Equipment on ground level



Buildings facing across a street use different color schemes for street scene variation

Building Addresses

- Building address numbers should be of a clear typeface appropriate to building style.
- Lighting and visibility of building addresses should adhere to the regulations in Dublin Municipal Code 7.32.120: Address Illumination.

Mechanical Equipment

- Mechanical equipment located on the ground shall be screened from view from the public to maintain a pedestrian friendly street scene. Screening can be landscape and/or a fencing screen.
- Mechanical equipment located in cabinets and/or on the wall shall be appropriately screened with doors that are integrated into the overall building design and/or landscaping that will not obscure access to the equipment per utility company standards.
- Any rooftop equipment shall be integrated into the overall building design and screened from public views.

Materials and Colors

The Materials and Colors of a building have a direct impact on the streetscape and overall neighborhood. The following guidelines are to be referenced with the materials allowed for each architectural style.

- Materials and colors shall be of high-quality and durable, weather well, and reflect the home's architectural style.
- Material and color blocking shall not terminate at outside corners and shall wrap to appropriate transition points of the building façade.
- Materials and colors at the base of buildings should continue to where the building meets grade so the building is well seated into the street, avoiding a "floating" look.

Universal Design

The proposed buildings will adhere to the Universal Design Guidelines as outlined in Dublin Municipal Code Chapter 7.90: Universal Design.

Accessory Dwelling Units

Accessory Dwelling Units proposed in Dublin Fallon 580 will adhere to the standards and regulations as outlined in Dublin Municipal Code Chapter 8.80: Accessory Dwelling Unit Regulations.

C

Architectural Styles

The architectural styles of Dublin Fallon 580 draw from the project site's setting of rolling hills and its relationship to the surrounding area and existing residential neighborhoods. The following four architectural styles identified for Dublin Fallon 580 are a mixture of traditional and contemporary styles offering variation.

- Traditional Farmhouse
- Modern Farmhouse
- Contemporary Spanish
- Modern French Country

Traditional Farmhouse

	MINIMUM CHARACTERISTICS	SUGGESTED ENHANCEMENTS
Roof Form	• Gable Roof Forms • 3:12 to 8:12 Pitch • 12” to 18” deep Eaves • 6” to 12” deep Rakes	• Shed Accent Roofs
Roof Materials	• Dimensional Composition Shingle Roofing and/or Standing Seam Metal Roofing	
Exterior Finish	• Board and Batten Siding • Lap Siding with 6 to 8 inch Exposure • Stucco Finish	• Brick or Stone Veneer
Windows and Doors	• Single Hung and Casement Windows • Accent Painted Entry Doors • Panelized or Carriage House Sectional Garage Doors	• Fixed Accent Windows
Trims and Accents	• Wood trim, Fiber Cement Trim, and/or High Density Foam with precast finish or smooth stucco finish	• Wood Brackets or Kickers • Wood Porch Posts • Wood Railings • Decorative false vents in gable ends • Trim same color as adjacent body color







Modern Farmhouse

	MINIMUM CHARACTERISTICS	SUGGESTED ENHANCEMENTS
Roof Form	• Gable Roof Forms • 3:12 to 6:12 Pitch • 6” to 12” deep Eaves • 0” to 6” deep Rakes	• Shed Accent Roofs
Roof Materials	• Dimensional Composition Shingle Roofing and/or Standing Seam Metal Roofing	
Exterior Finish	• Lap Siding • Stucco Finish • Board and Batten Accent Siding	• Brick and/or Stone Veneer
Windows and Doors	• Single Hung and Casement Windows • Accent Painted Entry Doors • Panelized or carriage house sectional Garage Doors	• Fixed Accent Windows
Trims and Accents	• Wood trim, Fiber Cement Trim, and/or High Density Foam with precast finish or smooth stucco finish	• Wood brackets or Kickers • Wood Porch Posts • Metal Railings • Metal Awnings over windows or doors • Trim same color as adjacent body color







Contemporary Spanish

	MINIMUM CHARACTERISTICS	SUGGESTED ENHANCEMENTS
Roof Form	• Gable Roof and/or Hipped Roof • 4:12 - 6:12 Roof Pitches	• Limited Flat Roof Areas
Roof Materials	• Clay or Concrete Roof Tiles, one of the following shapes • Barrel Roof Tile • Flat Concrete • S-shaped Concrete	• Standing Seam metal Accent Roof Areas
Exterior Finish	• Predominately Stucco	• Horizontal Lap Siding • Tongue and Groove Siding • Stone or Brick Veneer • Tile Accents
Windows and Doors	• Single Hung Windows • Casement Windows • Slider Windows • Contemporary Paneled front doors (no beveled panels) • Flat garage doors (no panels) or rectangular recessed panels (no bevels encouraged)	• Fixed Accent Windows • Solid, Flat Front Doors
Trims and Accents	• Recessed windows or enhanced window trims	• Metal Railings • Wood Railings • Decorative Metal Details • False Tiles Vents







Modern French Country

	MINIMUM CHARACTERISTICS	SUGGESTED ENHANCEMENTS
Roof Form	• Gable Roof • 4:12 - 7:12 Roof Pitches	• Hipped Roof accents, 4:12 - 7:12 roof pitches • Limited Flat Roof Areas
Roof Materials	• Dimensional Roof Shingles and/or Flat Concrete Tile	• Standing Seam Metal Accent Roof Areas
Exterior Finish	• Predominately Stucco	• Horizontal Lap Siding • Tongue and Groove Siding • Stone or Brick Veneer
Windows and Doors	• Single Hung Windows • Casement Windows • Slider Windows • Contemporary Paneled Front Doors (no beveled panels) • Flat garage doors (no panels) or rectangular recessed panels (no bevels encouraged)	• Fixed Accent Windows • Solid, flat front doors
Trims and Accents	• Recessed windows or enhanced window trims	• Metal Railings • Wood Railings • Decorative Metal Details • False tile vents







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CONCEPT

The Dublin Fallon 580 property comprises of 13.66 acres designated for high-density multi-family residential use (Parcels 7 and 8, depicted below with pedestrian circulation and bicycle connections). The selection and arrangement of materials, colors, and textures will create a unified community aesthetic. The overarching landscape theme will feature vibrant, blossoming plant life, complemented by evergreen planting that harmonizes with the architecture and encourages pedestrian access and connectivity both within the community and to neighboring areas.

Each entrance to the neighborhoods will have its own enhanced character while still fitting in with the surrounding community. The proposed landscaping will contribute to a strong visual identity. Within the residential community, the internal streets and sidewalks will be adorned with various street trees, strategically positioned to maximize solar exposure. Additionally, low-growing flowering groundcover will enhance pedestrian connections to the public sidewalks.

DESIGN PRINCIPLES

- Create an aesthetically pleasing site by carefully selecting and arranging materials, colors, and textures that harmonize with the natural open space.
- Offer outdoor amenities to residents, including shaded paseos and outdoor seating areas.
- Promote a unified neighborhood identity through distinctive entry branding and consistent site elements.
- Establish a cohesive and inviting atmosphere at night by implementing street lighting throughout the neighborhood, ensuring safety, aesthetics, and a sense of continuity.



Pedestrian circulation

STREETS AND ENTRIES

Neighborhood Streets

The neighborhood streets will be carefully designed to create a well-organized layout that guides both vehicles and pedestrians throughout the community. Landscaping will be incorporated along the streets to create an attractive street scene. Textured paving materials like stamped asphalt, stamped concrete, or pavers can be used in crosswalks to visually enhance the pedestrian pathways.

The selection of street trees will be coordinated with utilities and street lights to create a continuous canopy of trees along the streets. Additional trees will be strategically placed in irregular patterns, and screening trees will be positioned near building ends to soften the architectural features. A tiered approach will be employed, incorporating low-growing groundcover, intermediate shrubs, and background shrubs to provide a diverse landscape with seasonal colors and textural contrast. Please refer to the plant palette for suggested species and required sizes.

Neighborhood Entries

To emphasize the arrival and unique character of the community, incorporate distinctive plantings or monuments at entry points. Ensure that the design of these features aligns with the architectural style of the surroundings.

Croak Road

The sloped edge along Croak Road should continue the character of the valley and have a natural and California landscape. It should include grasses, native plants, trees and low-lying groundcovers. The east side of Croak Road is a gentle hillside, shown below.

Open Space Interface Roads

Streets along the open space should have a rural and lightly landscaped edge that allows for views of the valley. The opposite site should provide street trees and a variety of planting.



Croak Road Hillside Condition
Scale: N.T.S.



Entry monument with thematic landscaping



Street trees in parkway strips or front yard planting areas

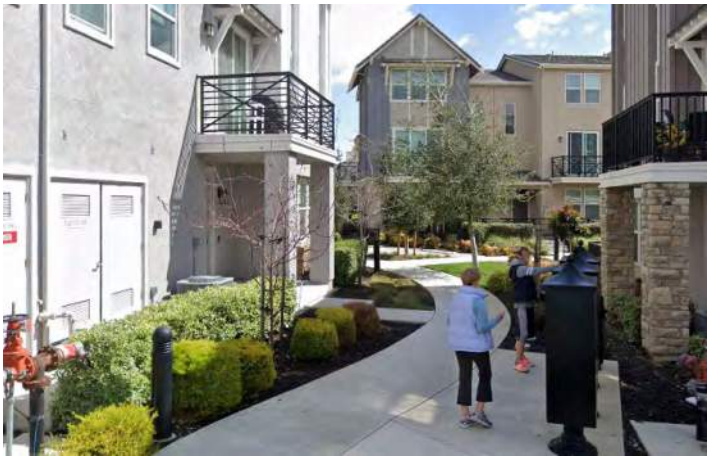
COMMON LANDSCAPE AREAS

Paseos

Paseos are designated pedestrian walkways within the community, offering a pleasant and convenient means of getting around without interference from vehicles. It is essential to adorn the paseos with carefully selected plantings that enhance the visual appeal and provide an enjoyable walking experience. Additionally, incorporating seating areas, fountains, or sculptures along the paseos can further enhance the overall ambiance. The paseos should seamlessly integrate into the overall design of the residential development.

To safeguard the landscaping from interference by vehicles or pedestrians, raised planting surfaces, depressed walkways, or curbs should be employed. Concrete mow-strips should separate turf and shrub areas, creating a connected network of pathways, and incorporating focal elements along sight lines.





Alleyways

By strategically considering their placement and design, garages can be integrated into the landscape in a way that minimizes their visual prominence and enhances the overall landscape experience. Introducing suitable plantings such as small hedges or climbing trellises between garage doors can soften the appearance of alleyways.





Landscaping between garage doors



Neighborhood paseos

POCKET PARKS

Pocket parks are small green spaces nestled into the fabric of an urban neighborhood that provide public space for social engagement, relaxation, and exercise. Pocket parks typically feature seating opportunities, aesthetic landscaping, and other amenities that improve the physical and psychological well-being of local residents. Pocket parks often fill irregularly shaped or underutilized lots and can serve as focal points of activity and interest for the surrounding population.

Pocket parks also offer convenient points of access for emergency vehicles by connecting the inner community zone to the external arterial roads. This is achieved through the strategic placement of durable and weather-resistant hardscape materials that can support heavy vehicles, for example, a full-sized fire engine. Hardscape treatments such as decorative pavers provide a unique plaza experience for visitors while ensuring safety and efficiency for emergency responders.







Pocket parks

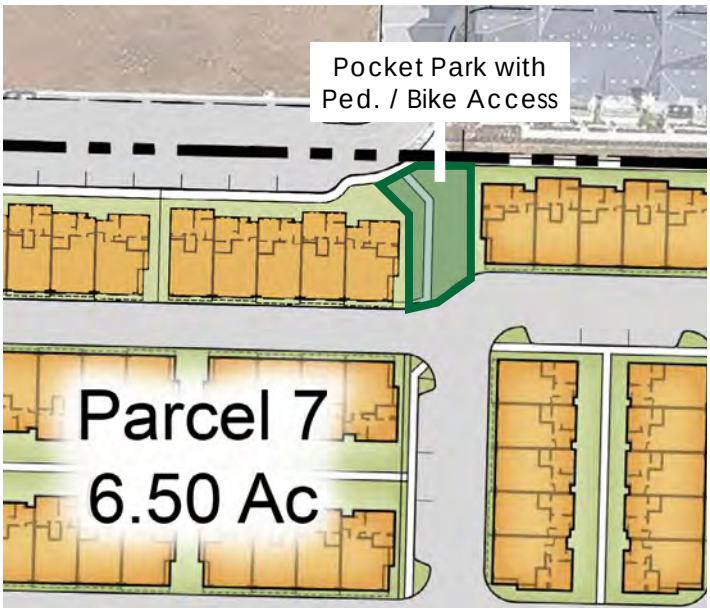
Parcel 7

There is an opportunity for a pocket park within Parcel 7. This common green space would directly serve the adjacent residential buildings and provide a key connection to to the existing developement and park. In addition to an open area for social gathering, the pocket park would feature a pedestrian and bicycle connection to the Neighborhood Square park to the north, a green landscaped perimeter, and outdoor site elements such as benches and lighting.

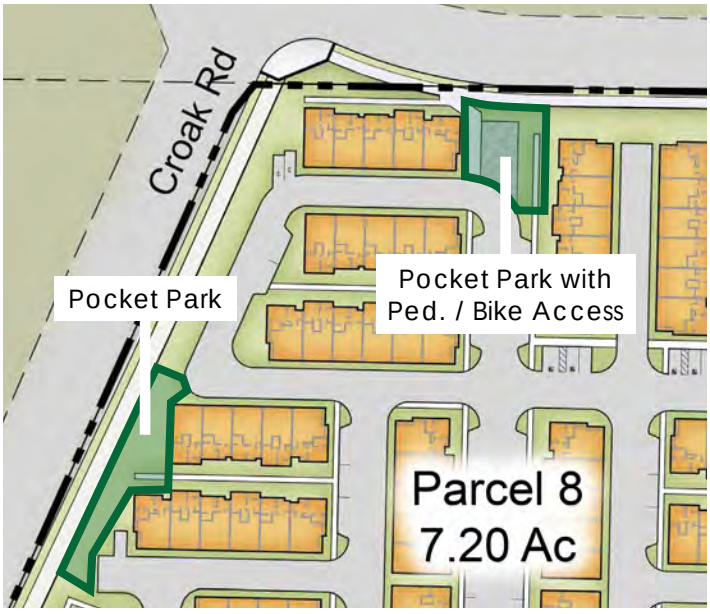
Parcel 8

There is an opportunity for a pocket park in the northern area within Parcel 8. This common green space would directly serve the adjacent 5-plex residential building and provide a key connection to Central Parkway. In addition to an open area for social gathering, the pocket park would feature a pedestrian and bicycle connection to East Ranch, a green landscaped perimeter, and outdoor site elements such as benches and lighting.

There is an additional pocket park opportunity along the western edge of Parcel 8 with frontage to Croak Road. This area may potentially offer additional common space and seating opportunities to improve quality of life and community cohesion. This location could provide direct pedestrian and bicycle access to the sidewalk and supplement neighborhood connections to the surrounding circulation network.



Parcel 7 pocket park opportunity area



Parcel 8 pocket park opportunity areas

OUTDOOR SITE ELEMENTS

Street Lighting

All street lighting in the residential neighborhood will conform to approved City standards. Street lighting is used for both decoration as well as marking special pathways and landmarks.

Model: The Lumec L60 LED Hexagonal Lantern series on 18.5' tall post is recommended, to match the current City's standard.

Mailbox

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

Signage

Signage shall conform to City ordinances.

Perimeter Fence

For security reasons, it may be necessary to install a fence around the property. To enhance the visual appeal, it is recommended to incorporate landscaping elements such as climbing vines and tall hedges adjacent to the fence. Gates should be included in walls or fences as needed to ensure emergency or maintenance access.



Street Lighting
Scale: N.T.S.

Benches and Trash Receptacles

Benches and trash receptacles should be placed strategically to ensure visitor convenience. The model of bench and trash receptacle should be consistent throughout the neighborhood.

Bike Parking

Bicycle racks play a crucial role in promoting sustainable and active transportation. Provide bicycle parking, where feasible, to support intermodal travel for residents.



Perimeter fence





Benches and trash receptacles



Bicycle parking

FENCES AND WALLS

The landscape system encompasses community theme walls, fencing, and front yard planting. Each element of the landscape is carefully designed to reflect the unique character and exceptional quality of the community.

Typically, fences will be positioned away from the view triangles at intersections to ensure visibility and safety. Where necessary, breaks in the fence, removable sections, or gates will be incorporated to allow for maintenance access to adjacent utilities, such as water quality basins.

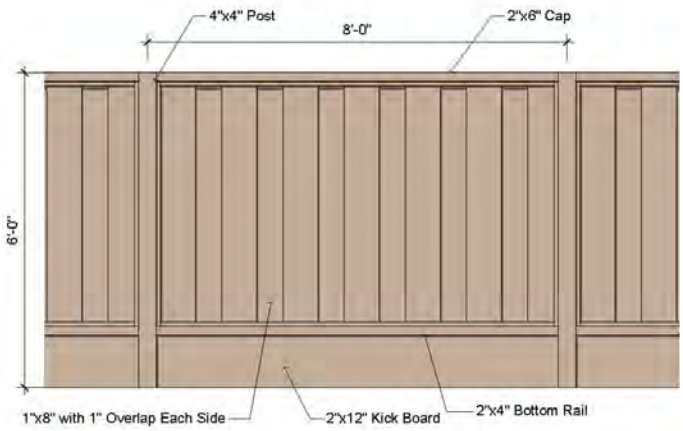
Good Neighbor Fence - The good neighbor fence should be located between lots. The design is a vertical board wood fence, 6' tall with caps and fascia boards. Wood 4x4 posts are located at a minimum of 8' on center.

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

Open Space Interface Fence - This fence should be utilized along the wildfire buffer lots where they abut open space. The fence should not exceed 4 feet in height.

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

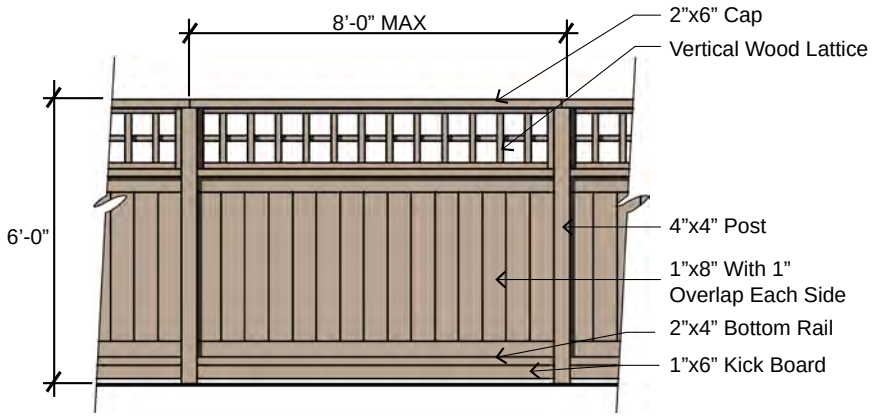
CMU Block Wall - Use split face CMU block wall where needed to retain throughout the community. Tree plantings for screening on the retaining wall slope are discussed in the following section.





Good Neighbor Fence

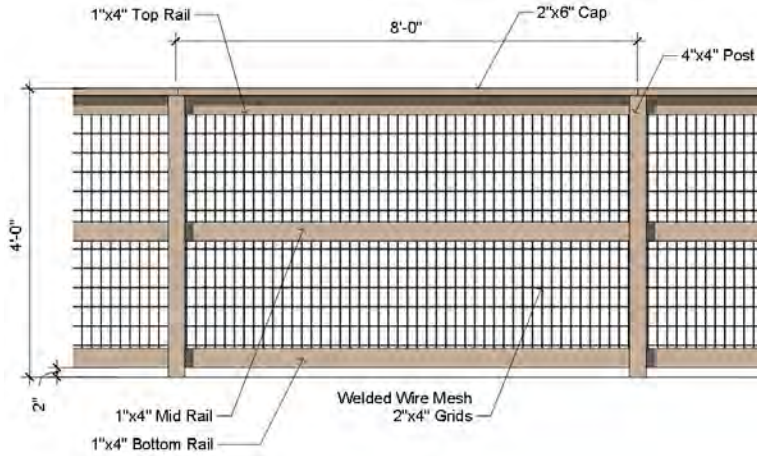
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Lattice Top Fence

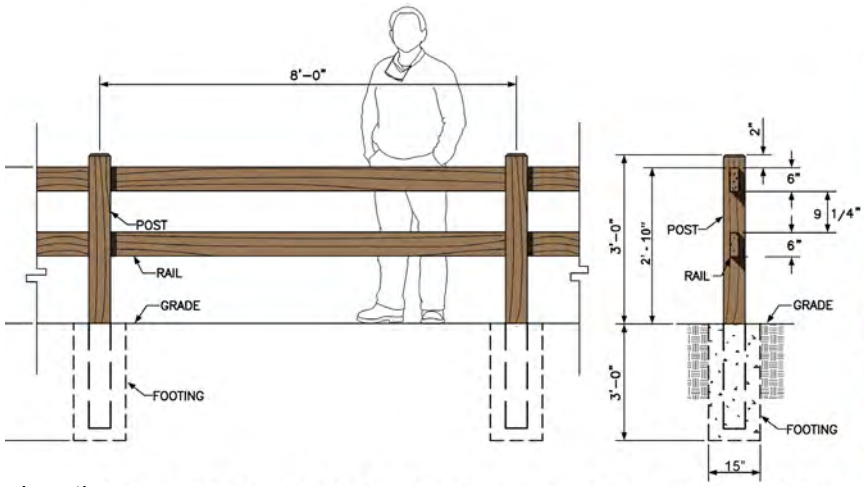
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Open Space Interface Fence

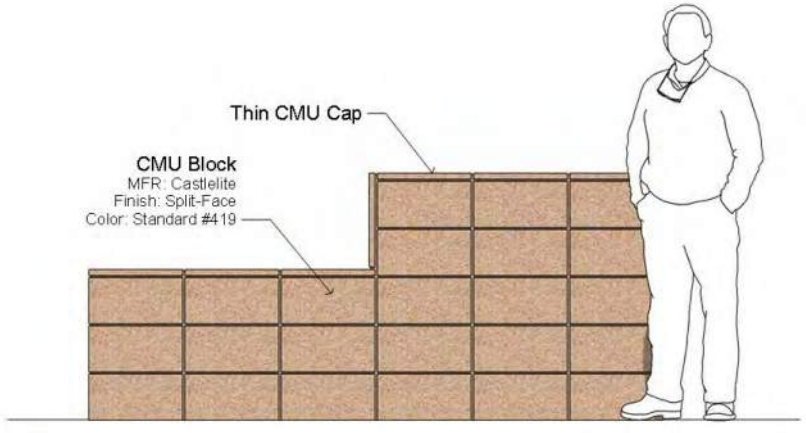
Scale: N.T.S.





Concrete Split Rail Fence

Scale: N.T.S.





CMU Retaining Wall

Scale: N.T.S.

PLANTING DESIGN

The landscaping should elevate the overall quality of the neighborhood by framing and softening the look of structures, delineating site functions, and providing screening and buffering from adjacent uses. Whenever feasible, landscaped areas should follow a three-tiered planting approach: 1) trees, taking into account the available planting space; 2) shrubs; and 3) grasses, ground covers, and vines. Utilize tree patterns and structure to emphasize entries, create edges, provide privacy, and itnegrate open space. This ensures a visually appealing landscape design. This is not an exhaustive list and development plans may include others that appropriate for the project and microclimate.

Plant material should be selected appropriately for location and microclimate. Provide a combination of evergreen, deciduous and flowering trees. A variety of flowering, variegated, and evergreen shrubs should be mixed to maintain visual interest and seasonal diversity.

Emphasis will be placed on the use of low-water, climate-adapted, and deer-resistant plant materials. Plants should be selected and spaced appropriately for their mature size to ensure healthy growth and to reduce trimming and shearing. Micro-climates, soil conditions, and irrigation water quality must be considered in plant selection. Plants with similar watering needs should be planted together to prevent under or over watering.

PLANTING LIST - TREES

Street Trees

BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD
Acer rubrum 'Armstrong'	Red Maple	60'	15'
Celtis sinensis	Chinese Hackberry	40'	40'
Koelreuteria paniculata	Goldenrain Tree	30'	35'
Lagerstroemia indica	Crape Myrtle	25'	25'
Pistacia chinensis 'Keith Davey'	Chinese Pistache	40'	40'
Platanus x *acerifolia* 'Yarwood'	London Plane Tree	60'	35'
Prunus x *yedoensis* 'Akebono'	Yoshino Cherry	25'	25'
Quercus agrifolia	Coast Live Oak	50'	50'
Tilia cordata 'Greenspire'	Greenspire Little Leaf Linden	40'	30'
Ulmus parvifolia	Chinese Elm	60'	50'
Zelkova serrata	Japanese Zelkova	50'	50'



Quercus agrifolia



Tilia cordata 'Greenspire'



Ulmus parvifolia



Zelkova serrata

Accent Trees

BOTANICAL NAME	COMMON NAME	SPACING
Acer buergerianum	Triden Maple	20' O.C.
Acer palmatum	Japanese maple	20' O.C.
Arbutus 'Marina'	Strawberry Tree	30' O.C.
Cercis canadensis	Eastern Redbud	20' O.C.
Chitalpa tashkentensis	Chitalpa	25' O.C.
Citrus spp.	Citrus	15' O.C.
Cotinus coggygria	Smoke Tree	25' O.C.
Ginkgo biloba	Maidenhair Tree	25' O.C.
Lagerstroemia indica	Crape Myrtle	25' O.C.
Laurus nobilis	Sweet Bay	25' O.C.
Prunus sargentii	Sargent Cherry	25' O.C.



Chitalpa tashkentensis

Enhanced Open Space Trees

BOTANICAL NAME	COMMON NAME	SPACING
Aesculus californica	California Buckeye	25' O.C.
Arctostaphylos 'Dr Hurd'	Manzanita	15' O.C.
Cercis occidentalis	Western Redbud	20' O.C.
Geijera parviflora	Australian Willow	20' O.C.
Gleditsia triacanthos	Honey Locust	30' O.C.
Platanus racemosa	California Sycamore	40' O.C.
Quercus agrifolia	Coast Live Oak	50' O.C.
Quercus robur fastigiata	English Oak	15' O.C.
Quercus suber	Cork Oak	50' O.C.
Schinus molle	California Pepper Tree	50' O.C.
Umbellularia californica	California Bay	50' O.C.



Quercus suber



Geijera parviflora

Residential Screening Trees

BOTANICAL NAME	COMMON NAME	SPACING
Carpinus betulus	European Hornbeam	20' O.C.
Garrya elliptica	Silk Tassel Tree	15' O.C.
Magnolia grandiflora 'Little Gem'	Southern Magnolia	20' O.C.
Metrosideros excelsa	New Zealand Christmas Tree	25' O.C.
Nyssa sylvatica	Sour Gum	20' O.C.
Prunus caroliniana	Carolina Laurel Cherry	20' O.C.
Pseudotsuga menziesii	Douglas Fir	20' O.C.
Rhamnus alaternus	Italian Buckthorn	15' O.C.
Rhus lancea	African Sumac	25' O.C.



Carpinus betulus



Nyssa sylvatica

Retaining Wall Trees

The sloped planting area at the retaining wall at Parcel 7 should feature two rows of trees to provide screening. These should be triangulated with a spacing of 35 feet on center between trees and rows. The first row of trees should be offset 15 feet from the retaining wall. At the north end of the wall, only one row of trees should be planted given the limited space.

BOTANICAL NAME	COMMON NAME	BOX SIZE	HEIGHT	SPACING	WALL OFFSET
Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	36 inches	40 feet	35 feet	15 feet



Ulmus parvifolia 'Emer II'

PLANTING LIST - SHRUBS

Accent Shrubs

BOTANICAL NAME	COMMON NAME	SPACING
Agave spp.	Agave	18" O.C.
Aloe striata	Carol Aloe	18" O.C.
Anigozanthos spp.	Kangaroo Paw	36" O.C.
Bulbine frutescens	Stalked Bulbine	36" O.C.
Coreopsis spp.	Coreopsis	24" O.C.
Dasylirion wheeleri	Spoon Yucca	48" O.C.
Dianella tasmanica	Tasman Flax Lily	30" O.C.
Hemerocallis	Day Lily	36" O.C.
Hesperaloe parviflora	Red Yucca	30" O.C.
Heuchera spp.	Coral Bells	24" O.C.
Iris douglasiona	Pacific Coast Iris	18" O.C.
Kniphofia uvaria	Red Hot Poker	30" O.C.
Lantana spp.	Lantana	48" O.C.
Liriope muscari	Lily Turf	24" O.C.
Penstemon spp.	Penstemon	36" O.C.
Teucrium chamaedrys	Germander	24" O.C.
Verbena	Verbena	24" O.C.


Bulbine frutescens


Lantana spp.


Penstemon


Teucrium chamadrys

Tall Shrubs

BOTANICAL NAME	COMMON NAME	SPACING
Abelia spp.	Abelia	36″ O.C.
Arbutus unedo 'Compacta'	Compact Strawberry Bush	48″ O.C.
Arctostaphylos spp.	Manzanita	96″ O.C.
Buddleia davidii	Butterfly Bush	60″ O.C.
Carpenteria californica	Bush Anemore	60″ O.C.
Dodonaea viscosa	Hopseed Bush	60″ O.C.
Euonymus japonica	Spindle Tree	60″ O.C.
Feijoa sellowiana	Pineapple Guava	120″ O.C.
Lavatera maritima	Tree Mallow	84″ O.C.
Ligustrum J. 'Texanum'	Waxleaf Privet	72″ O.C.
Loropetalum chinensis	Chinese Fringe Flower	72″ O.C.
Myrica californica	Wax Myrtle	15' O.C.
Myrsine africana	African Boxwood	60″ O.C.
Prostanthera ovalifolia	Mint Bush	84″ O.C.
Rhamnus californica	Coffeeberry	72″ O.C.
Ribes spp.	Currant	72″ O.C.



Arctostaphylos spp.



Anigozanthos



Camellia japonica



Lavatera maritima

Medium Shrubs

BOTANICAL NAME	COMMON NAME	SPACING
Asparagus densiflorus 'Myers'	Foxtail Fern	36" O.C.
Callistemon 'Little John'	Dwarf Cottlebrush	36" O.C.
Cistus spp.	Rock Rose	48" O.C.
Coleonema spp.	Breath of Heaven	48" O.C.
Dietes spp.	Fortnight Lily	36" O.C.
Epilobium canum	California Fuchsia	30" O.C.
Escallonia 'Jubilee'	Escallonia	60" O.C.
Euphorbia rigida	Silver Spurge	36" O.C.
Grevillea 'Noelii'	Grevillea	36" O.C.
Myrtus communis 'Compacta'	Dwarf Myrtle	30" O.C.
Nandina spp.	Nandina/Heavenly Bamboo	30" O.C.
Nepeta x *faassenii*	Catmint	30" O.C.
Nephrolepis cordifolia 'California'	California Fern	48" O.C.
Olea europaea 'Montra'	Little Olive	72" O.C.
Perovskia atriplicifolia	Russian Sage	36" O.C.
Phormium tenax	New Zealand Flax	48" O.C.
Pittosporum tobira	Dwarf Mock Orange	60" O.C.
Rhaphiolepsis indica	Indian Hawthorn	72" O.C.
Salvia spp.	Sage	48" O.C.
Teucrium fructicans	Bush Germander	48" O.C.
Sedum spp.	Stonecrop	24" O.C.
Viburnum tinus compacta	Viburnum	48" O.C.
Westringia fruticosa 'Mundi'	Coast Rosemary	36" O.C.


Dietes spp.


Teucrium fruticans


Olea europaea 'Montra'


Salvia spp.

PLANTING LIST - GRASSES

BOTANICAL NAME	COMMON NAME	SPACING
Bouteloua gracilis	Blue Grama Grass	30" O.C.
Calamagrostis 'Karl Foerster'	Feather Reed Grasses	36" O.C.
Carex spp.	Sedge	24" O.C.
Chondropetalum tectorum	Small Cape Rush	36" O.C.
Festuca californica	California Fescue	24" O.C.
Juncus patens	California Gray Rush	24" O.C.
Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye	48" O.C.
Lomandra longifolia	Dwarf Mat Rush	36" O.C.
Muhlenbergia rigens	Meadow Muhly	36" O.C.
Pennisetum alopecuroides	Dwarf Fountain Grass	30" O.C.
Pennisetum setaceum 'Rubrum'	Red Fountain Grass	30" O.C.



Festuca californica



Juncus patens



Lomandra longifolia

PLANTING LIST - VINES

BOTANICAL NAME	COMMON NAME	SPREAD
Bougainvillea spp.	Bougainvillea	20'
Ficus pumila	Creeping Fig	30'
Hardenbergia violacea	Purple Vine Lilac	10'
Jasminum spp.	Jasmine	20'
Lonicera japonica	Honeysuckle	20'
Parthenocissus quinquefolia	Virginia Creeper	30'
Solanum laxum	Potato Vine	25'
Wisteria sinensis	Chinese Wisteria	15'



Bougainvillea spp.



Hardenbergia violacea



Ficus pumila



Muhlenbergia rigens

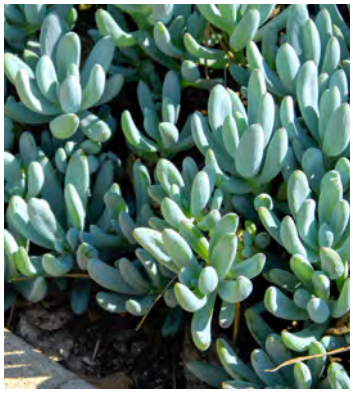
PLANTING LIST - GROUNDCOVERS

BOTANICAL NAME	COMMON NAME	SPACING
Acacia redolens	Acacia	10' O.C.
Achillea millefolium	Yarrow	30" O.C.
Baccharis pilularis	Coyote Brush	72" O.C.
Ceanothus griseus	California Lilac	60" O.C.
Coprosoma kirkii 'Verde Vista'	Prostate Mirror Plant	60" O.C.
Dymondia margaretae	Silver Carpet	36" O.C.
Erigeron glaucus 'Sea Breeze'	Seaside Daisy	36" O.C.
Erigeron karvinskianus	Santa Barbara Daisy	36" O.C.
Gazania spp.	Gazania	24" O.C.
Geranium spp.	Hardy Scented Geramium	24" O.C.
Juniperus spp.	Juniper	60" O.C.
Limonium perezii	Sea Lavender	24" O.C.
Mimulus x 'Jelly Bean Orange'	Sticky Monkey Flower	48" O.C.
Myoporum parvifolium 'Pink'	Myoporum 'Pink'	72" O.C.
Pelargonium peltatum	Ivy Geramium	48" O.C.
Oenothera speciosa 'Childsii'	Mexican Evening Primrose	36" O.C.
Osteospermum fruticosum	African Daisy	60" O.C.
Rosa 'Carpet Rose'	Carpet Rose	48" O.C.
Rosmarinus officinalis 'Huntington Carpet'	Rosemary	60" O.C.
Senecio serpens	Blue Chalk Sticks	24" O.C.
Stachys byzantina	Lamb's Ears	24" O.C.


Stachys byzantina


Rosmarinus officinalus


Myoporum parvifolium 'Pink'


Senecio serpens

PLANTING LIST - STORMWATER TREATMENT AREAS

Plants play an important role in the function of landscape-based stormwater treatment measures. All species listed are included in the Alameda Countywide Clean Water Program Guidebook and are suitable for stormwater treatment measures.

Trees in Stormwater Treatment Areas

BOTANICAL NAME	COMMON NAME	SPACING
Aesculus californica	Buckeye	25' O.C.
Arbutus unedo	Strawberry Tree	25' O.C.
Nyssa sylvatica	Sour Gum	25' O.C.
Quercus agrifolia	Coast Live Oak	50' O.C.
Platanus racemosa	Calfornia Sycamore	40' O.C.
Ulmus propinqua 'JFS-Bieberich'	Emerald Sunshine Elm	25' O.C.



Baccharis pilularis 'Twin Peaks'

Shrubs & Grasses in Stormwater Treatment Areas

BOTANICAL NAME	COMMON NAME	SPACING
Achillea millefolium	Common Yarrow	30" O.C.
Baccharis pilularis 'Twin Peaks'	Coyote Brush Prostrate	72" O.C.
Carex pansa	California Meadow Sedge	18" O.C.
Chondropetalum tectorum	Cape Rush	36" O.C.
Eriogonum fasciculatum	Flattop Buckwheat	36" O.C.
Juncus patens	Blue Rush	24" O.C.
Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye	48" O.C.
Limonium californicum	Marsh Rosemary	24" O.C.
Muhlenbergia rigens	Deergrass	36" O.C.
Nasella pulchra	Purple Needlegrass	30" O.C.
Salvia clevelandii	Cleveland Sage	48" O.C.
Epilobium densiflorum	Dense Spike Primrose	30" O.C.



Juncus patens



Epilobium densiflorum

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- Create an aesthetically pleasing site by carefully selecting and arranging materials, colors, and textures that harmonize with the natural open space.
- Offer outdoor amenities to residents, including shaded paseos and outdoor seating areas.
- Promote a unified neighborhood identity through distinctive entry branding and consistent site elements.
- Establish a cohesive and inviting atmosphere at night by implementing street lighting throughout the neighborhood, ensuring safety, aesthetics, and a sense of continuity.



Pedestrian circulation

STREETS AND ENTRIES

Neighborhood Streets

The neighborhood streets will be carefully designed to create a well-organized layout that guides both vehicles and pedestrians throughout the community. Landscaping will be incorporated along the streets to create an attractive street scene. Textured paving materials like stamped asphalt, stamped concrete, or pavers can be used in crosswalks to visually enhance the pedestrian pathways.

The selection of street trees will be coordinated with utilities and street lights to create a continuous canopy of trees along the streets. Additional trees will be strategically placed in irregular patterns, and screening trees will be positioned near building ends to soften the architectural features. A tiered approach will be employed, incorporating low-growing groundcover, intermediate shrubs, and background shrubs to provide a diverse landscape with seasonal colors and textural contrast. Please refer to the plant palette for suggested species and required sizes.

Neighborhood Entries

To emphasize the arrival and unique character of the community, incorporate distinctive plantings or monuments at entry points. Ensure that the design of these features aligns with the architectural style of the surroundings.

Croak Road

The sloped edge along Croak Road should continue the character of the valley and have a natural and California landscape. It should include grasses, native plants, trees and low-lying groundcovers. The east side of Croak Road is a gentle hillside, shown below.

Open Space Interface Roads

Streets along the open space should have a rural and lightly landscaped edge that allows for views of the valley. The opposite site should provide street trees and a variety of planting.



Croak Road Hillside Condition
Scale: N.T.S.



Entry monument with thematic landscaping



Street trees in parkway strips or front yard planting areas

COMMON LANDSCAPE AREAS

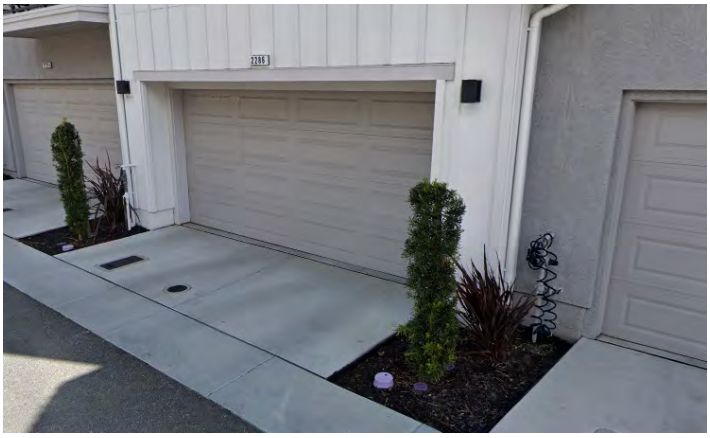
Paseos

Paseos are designated pedestrian walkways within the community, offering a pleasant and convenient means of getting around without interference from vehicles. It is essential to adorn the paseos with carefully selected plantings that enhance the visual appeal and provide an enjoyable walking experience. Additionally, incorporating seating areas, fountains, or sculptures along the paseos can further enhance the overall ambiance. The paseos should seamlessly integrate into the overall design of the residential development.

Alleyways

By strategically considering their placement and design, garages can be integrated into the landscape in a way that minimizes their visual prominence and enhances the overall landscape experience. Introducing suitable plantings such as small hedges or climbing trellises between garage doors can soften the appearance of alleyways.

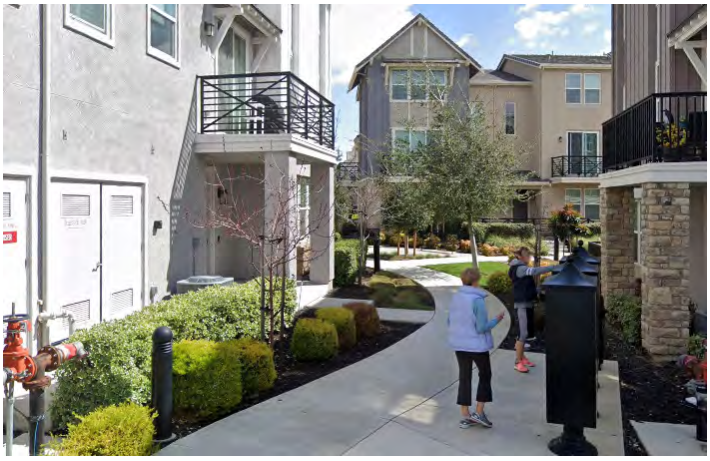
To safeguard the landscaping from interference by vehicles or pedestrians, raised planting surfaces, depressed walkways, or curbs should be employed. Concrete mow-strips should separate turf and shrub areas, creating a connected network of pathways, and incorporating focal elements along sight lines.





Landscaping between garage doors







Neighborhood paseos

POCKET PARKS

Pocket parks are small green spaces nestled into the fabric of an urban neighborhood that provide public space for social engagement, relaxation, and exercise. Pocket parks typically feature seating opportunities, aesthetic landscaping, and other amenities that improve the physical and psychological well-being of local residents. Pocket parks often fill irregularly shaped or underutilized lots and can serve as focal points of activity and interest for the surrounding population.

Pocket parks also offer convenient points of access for emergency vehicles by connecting the inner community zone to the external arterial roads. This is achieved through the strategic placement of durable and weather-resistant hardscape materials that can support heavy vehicles, for example, a full-sized fire engine. Hardscape treatments such as decorative pavers provide a unique plaza experience for visitors while ensuring safety and efficiency for emergency responders.







Pocket parks

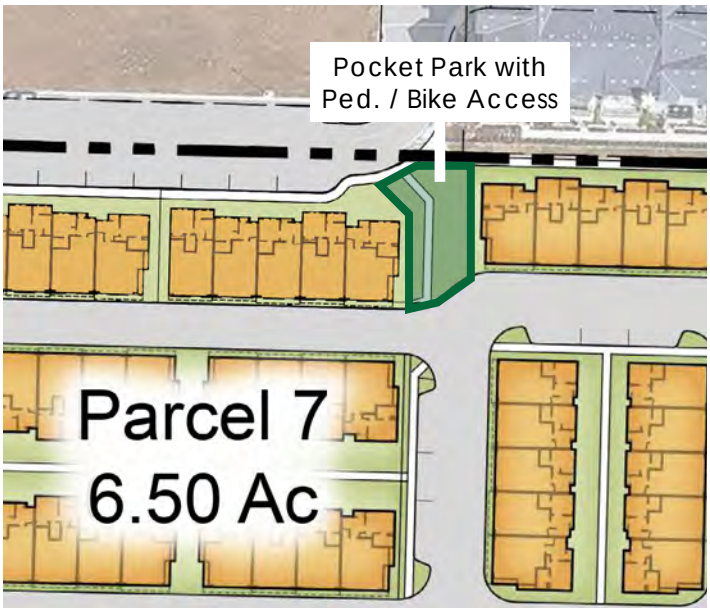
Parcel 7

There is an opportunity for a pocket park within Parcel 7. This common green space would directly serve the adjacent residential buildings and provide a key connection to to the existing developement and park. In addition to an open area for social gathering, the pocket park would feature a pedestrian and bicycle connection to the Neighborhood Square park to the north, a green landscaped perimeter, and outdoor site elements such as benches and lighting.

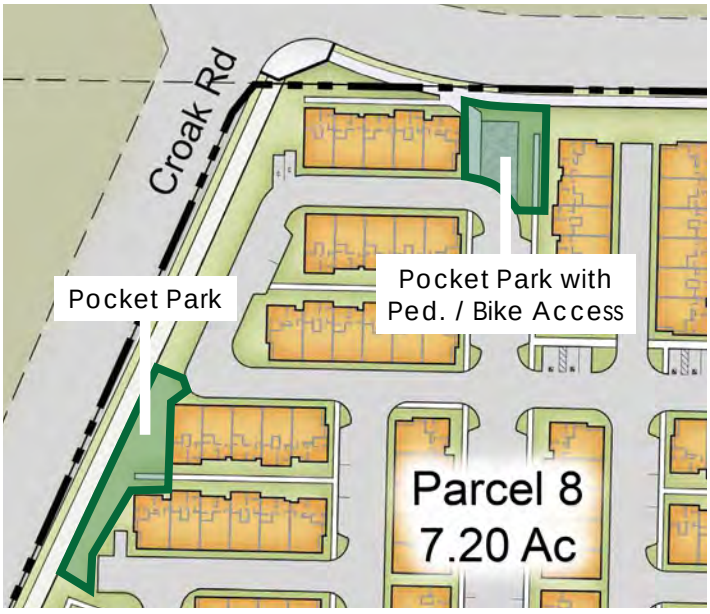
Parcel 8

There is an opportunity for a pocket park in the northern area within Parcel 8. This common green space would directly serve the adjacent 5-plex residential building and provide a key connection to Central Parkway. In addition to an open area for social gathering, the pocket park would feature a pedestrian and bicycle connection to East Ranch, a green landscaped perimeter, and outdoor site elements such as benches and lighting.

There is an additional pocket park opportunity along the western edge of Parcel 8 with frontage to Croak Road. This area may potentially offer additional common space and seating opportunities to improve quality of life and community cohesion. This location could provide direct pedestrian and bicycle access to the sidewalk and supplement neighborhood connections to the surrounding circulation network.



Parcel 7 pocket park opportunity area



Parcel 8 pocket park opportunity areas

OUTDOOR SITE ELEMENTS

Street Lighting

All street lighting in the residential neighborhood will conform to approved City standards. Street lighting is used for both decoration as well as marking special pathways and landmarks.

Model: The Lumec L60 LED Hexagonal Lantern series on 18.5' tall post is recommended, to match the current City's standard.

Mailbox

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

Signage

Signage shall conform to City ordinances.

Perimeter Fence

For security reasons, it may be necessary to install a fence around the property. To enhance the visual appeal, it is recommended to incorporate landscaping elements such as climbing vines and tall hedges adjacent to the fence. Gates should be included in walls or fences as needed to ensure emergency or maintenance access.



Street Lighting
Scale: N.T.S.

Benches and Trash Receptacles

Benches and trash receptacles should be placed strategically to ensure visitor convenience. The model of bench and trash receptacle should be consistent throughout the neighborhood.

Bike Parking

Bicycle racks play a crucial role in promoting sustainable and active transportation. Provide bicycle parking, where feasible, to support intermodal travel for residents.



Perimeter fence





Benches and trash receptacles



Bicycle parking

FENCES AND WALLS

The landscape system encompasses community theme walls, fencing, and front yard planting. Each element of the landscape is carefully designed to reflect the unique character and exceptional quality of the community.

Typically, fences will be positioned away from the view triangles at intersections to ensure visibility and safety. Where necessary, breaks in the fence, removable sections, or gates will be incorporated to allow for maintenance access to adjacent utilities, such as water quality basins.

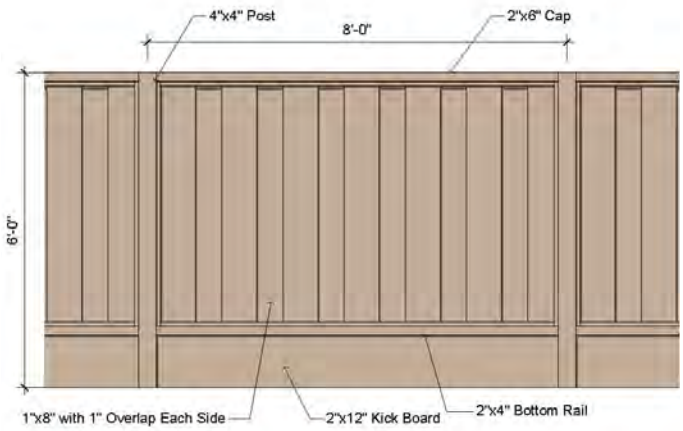
Good Neighbor Fence - The good neighbor fence should be located between lots. The design is a vertical board wood fence, 6' tall with caps and fascia boards. Wood 4x4 posts are located at a minimum of 8' on center.

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

Open Space Interface Fence - This fence should be utilized along the wildfire buffer lots where they abut open space. The fence should not exceed 4 feet in height.

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

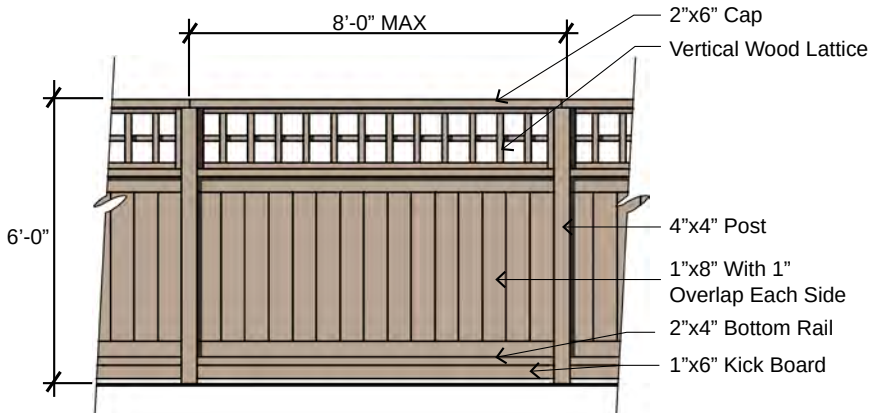
CMU Block Wall - Use split face CMU block wall where needed to retain throughout the community. Tree plantings for screening on the retaining wall slope are discussed in the following section.





Good Neighbor Fence

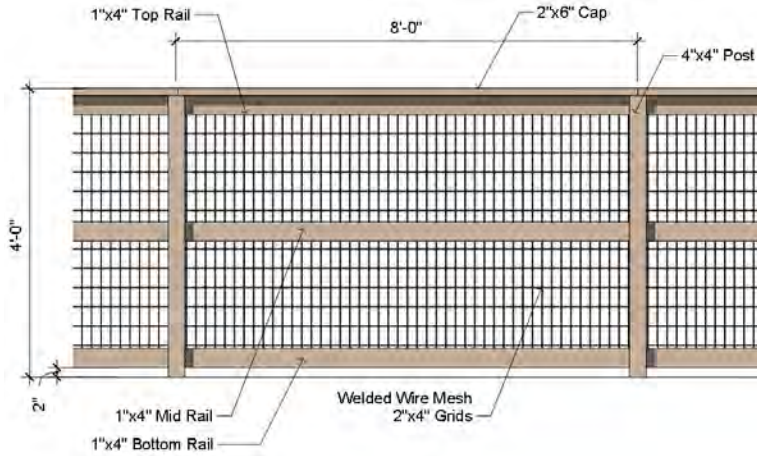
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Lattice Top Fence

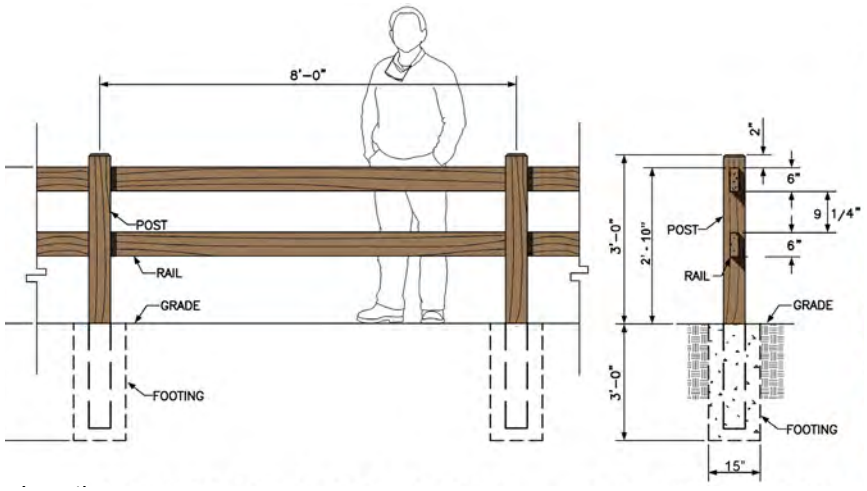
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Open Space Interface Fence

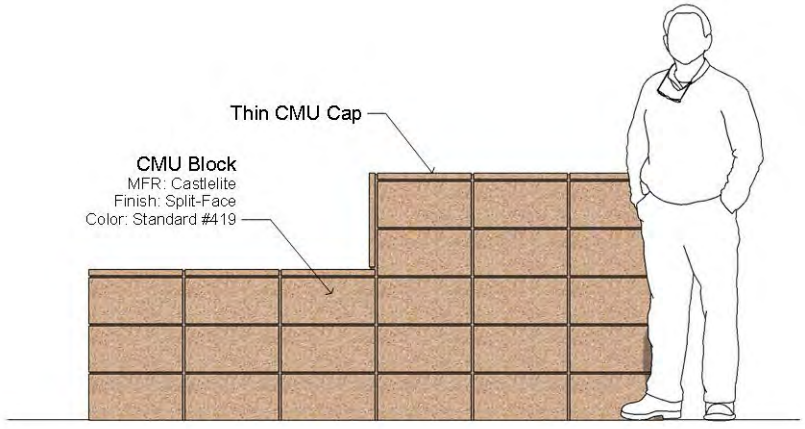
Scale: N.T.S.





Concrete Split Rail Fence

Scale: N.T.S.





CMU Retaining Wall

Scale: N.T.S.

PLANTING DESIGN

The landscaping should elevate the overall quality of the neighborhood by framing and softening the look of structures, delineating site functions, and providing screening and buffering from adjacent uses. Whenever feasible, landscaped areas should follow a three-tiered planting approach: 1) trees, taking into account the available planting space; 2) shrubs; and 3) grasses, ground covers, and vines. Utilize tree patterns and structure to emphasize entries, create edges, provide privacy, and itnegrate open space. This ensures a visually appealing landscape design. This is not an exhaustive list and development plans may include others that appropriate for the project and microclimate.

Plant material should be selected appropriately for location and microclimate. Provide a combination of evergreen, deciduous and flowering trees. A variety of flowering, variegated, and evergreen shrubs should be mixed to maintain visual interest and seasonal diversity.

Emphasis will be placed on the use of low-water, climate-adapted, and deer-resistant plant materials. Plants should be selected and spaced appropriately for their mature size to ensure healthy growth and to reduce trimming and shearing. Micro-climates, soil conditions, and irrigation water quality must be considered in plant selection. Plants with similar watering needs should be planted together to prevent under or over watering.

PLANTING LIST - TREES

Street Trees

BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD
Acer rubrum 'Armstrong'	Red Maple	60'	15'
Celtis sinensis	Chinese Hackberry	40'	40'
Koelreuteria paniculata	Goldenrain Tree	30'	35'
Lagerstroemia indica	Crape Myrtle	25'	25'
Pistacia chinensis 'Keith Davey'	Chinese Pistache	40'	40'
Platanus x *acerifolia* 'Yarwood'	London Plane Tree	60'	35'
Prunus x *yedoensis* 'Akebono'	Yoshino Cherry	25'	25'
Quercus agrifolia	Coast Live Oak	50'	50'
Tilia cordata 'Greenspire'	Greenspire Little Leaf Linden	40'	30'
Ulmus parvifolia	Chinese Elm	60'	50'
Zelkova serrata	Japanese Zelkova	50'	50'



Quercus agrifolia



Tilia cordata 'Greenspire'



Ulmus parvifolia



Zelkova serrata

Accent Trees

BOTANICAL NAME	COMMON NAME	SPACING
Acer buergerianum	Triden Maple	20' O.C.
Acer palmatum	Japanese maple	20' O.C.
Arbutus 'Marina'	Strawberry Tree	30' O.C.
Cercis canadensis	Eastern Redbud	20' O.C.
Chitalpa tashkentensis	Chitalpa	25' O.C.
Citrus spp.	Citrus	15' O.C.
Cotinus coggygria	Smoke Tree	25' O.C.
Ginkgo biloba	Maidenhair Tree	25' O.C.
Lagerstroemia indica	Crape Myrtle	25' O.C.
Laurus nobilis	Sweet Bay	25' O.C.
Prunus sargentii	Sargent Cherry	25' O.C.



Chitalpa tashkentensis



Quercus suber

Enhanced Open Space Trees

BOTANICAL NAME	COMMON NAME	SPACING
Aesculus californica	California Buckeye	25' O.C.
Arctostaphylos 'Dr Hurd'	Manzanita	15' O.C.
Cercis occidentalis	Western Redbud	20' O.C.
Geijera parviflora	Australian Willow	20' O.C.
Gleditsia triacanthos	Honey Locust	30' O.C.
Platanus racemosa	California Sycamore	40' O.C.
Quercus agrifolia	Coast Live Oak	50' O.C.
Quercus robur fastigiata	English Oak	15' O.C.
Quercus suber	Cork Oak	50' O.C.
Schinus molle	California Pepper Tree	50' O.C.
Umbellularia californica	California Bay	50' O.C.



Geijera parviflora

Residential Screening Trees

BOTANICAL NAME	COMMON NAME	SPACING
Carpinus betulus	European Hornbeam	20' O.C.
Garrya elliptica	Silk Tassel Tree	15' O.C.
Magnolia grandiflora 'Little Gem'	Southern Magnolia	20' O.C.
Metrosideros excelsa	New Zealand Christmas Tree	25' O.C.
Nyssa sylvatica	Sour Gum	20' O.C.
Prunus caroliniana	Carolina Laurel Cherry	20' O.C.
Pseudotsuga menziesii	Douglas Fir	20' O.C.
Rhamnus alaternus	Italian Buckthorn	15' O.C.
Rhus lancea	African Sumac	25' O.C.



Carpinus betulus



Nyssa sylvatica

Retaining Wall Trees

The sloped planting area at the retaining wall at Parcel 7 should feature two rows of trees to provide screening. These should be triangulated with a spacing of 35 feet on center between trees and rows. The first row of trees should be offset 15 feet from the retaining wall. At the north end of the wall, only one row of trees should be planted given the limited space.

BOTANICAL NAME	COMMON NAME	BOX SIZE	HEIGHT	SPACING	WALL OFFSET
Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	36 inches	40 feet	35 feet	15 feet



Ulmus parvifolia 'Emer II'

PLANTING LIST - SHRUBS

Accent Shrubs

BOTANICAL NAME	COMMON NAME	SPACING
Agave spp.	Agave	18" O.C.
Aloe striata	Carol Aloe	18" O.C.
Anigozanthos spp.	Kangaroo Paw	36" O.C.
Bulbine frutescens	Stalked Bulbine	36" O.C.
Coreopsis spp.	Coreopsis	24" O.C.
Dasylirion wheeleri	Spoon Yucca	48" O.C.
Dianella tasmanica	Tasman Flax Lily	30" O.C.
Hemerocallis	Day Lily	36" O.C.
Hesperaloe parviflora	Red Yucca	30" O.C.
Heuchera spp.	Coral Bells	24" O.C.
Iris douglasiona	Pacific Coast Iris	18" O.C.
Kniphofia uvaria	Red Hot Poker	30" O.C.
Lantana spp.	Lantana	48" O.C.
Liriope muscari	Lily Turf	24" O.C.
Penstemon spp.	Penstemon	36" O.C.
Teucrium chamaedrys	Germander	24" O.C.
Verbena	Verbena	24" O.C.


Bulbine frutescens


Lantana spp.


Penstemon


Teucrium chamadrys

Tall Shrubs

BOTANICAL NAME	COMMON NAME	SPACING
Abelia spp.	Abelia	36″ O.C.
Arbutus unedo 'Compacta'	Compact Strawberry Bush	48″ O.C.
Arctostaphylos spp.	Manzanita	96″ O.C.
Buddleia davidii	Butterfly Bush	60″ O.C.
Carpenteria californica	Bush Anemore	60″ O.C.
Dodonaea viscosa	Hopseed Bush	60″ O.C.
Euonymus japonica	Spindle Tree	60″ O.C.
Feijoa sellowiana	Pineapple Guava	120″ O.C.
Lavatera maritima	Tree Mallow	84″ O.C.
Ligustrum J. 'Texanum'	Waxleaf Privet	72″ O.C.
Loropetalum chinensis	Chinese Fringe Flower	72″ O.C.
Myrica californica	Wax Myrtle	15' O.C.
Myrsine africana	African Boxwood	60″ O.C.
Prostanthera ovalifolia	Mint Bush	84″ O.C.
Rhamnus californica	Coffeeberry	72″ O.C.
Ribes spp.	Currant	72″ O.C.



Arctostaphylos spp.



Anigozanthos



Camellia japonica



Lavatera maritima

Medium Shrubs

BOTANICAL NAME	COMMON NAME	SPACING
Asparagus densiflorus 'Myers'	Foxtail Fern	36" O.C.
Callistemon 'Little John'	Dwarf Cottlebrush	36" O.C.
Cistus spp.	Rock Rose	48" O.C.
Coleonema spp.	Breath of Heaven	48" O.C.
Dietes spp.	Fortnight Lily	36" O.C.
Epilobium canum	California Fuchsia	30" O.C.
Escallonia 'Jubilee'	Escallonia	60" O.C.
Euphorbia rigida	Silver Spurge	36" O.C.
Grevillea 'Noelii'	Grevillea	36" O.C.
Myrtus communis 'Compacta'	Dwarf Myrtle	30" O.C.
Nandina spp.	Nandina/Heavenly Bamboo	30" O.C.
Nepeta x *faassenii*	Catmint	30" O.C.
Nephrolepis cordifolia 'California'	California Fern	48" O.C.
Olea europaea 'Montra'	Little Olive	72" O.C.
Perovskia atriplicifolia	Russian Sage	36" O.C.
Phormium tenax	New Zealand Flax	48" O.C.
Pittosporum tobira	Dwarf Mock Orange	60" O.C.
Rhaphiolepsis indica	Indian Hawthorn	72" O.C.
Salvia spp.	Sage	48" O.C.
Teucrium fructicans	Bush Germander	48" O.C.
Sedum spp.	Stonecrop	24" O.C.
Viburnum tinus compacta	Viburnum	48" O.C.
Westringia fruticosa 'Mundi'	Coast Rosemary	36" O.C.


Dietes spp.


Teucrium fruticans


Olea europaea 'Montra'


Salvia spp.

PLANTING LIST - GRASSES

BOTANICAL NAME	COMMON NAME	SPACING
Bouteloua gracilis	Blue Grama Grass	30" O.C.
Calamagrostis 'Karl Foerster'	Feather Reed Grasses	36" O.C.
Carex spp.	Sedge	24" O.C.
Chondropetalum tectorum	Small Cape Rush	36" O.C.
Festuca californica	California Fescue	24" O.C.
Juncus patens	California Gray Rush	24" O.C.
Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye	48" O.C.
Lomandra longifolia	Dwarf Mat Rush	36" O.C.
Muhlenbergia rigens	Meadow Muhly	36" O.C.
Pennisetum alopecuroides	Dwarf Fountain Grass	30" O.C.
Pennisetum setaceum 'Rubrum'	Red Fountain Grass	30" O.C.



Festuca californica



Juncus patens



Lomandra longifolia

PLANTING LIST - VINES

BOTANICAL NAME	COMMON NAME	SPREAD
Bougainvillea spp.	Bougainvillea	20'
Ficus pumila	Creeping Fig	30'
Hardenbergia violacea	Purple Vine Lilac	10'
Jasminum spp.	Jasmine	20'
Lonicera japonica	Honeysuckle	20'
Parthenocissus quinquefolia	Virginia Creeper	30'
Solanum laxum	Potato Vine	25'
Wisteria sinensis	Chinese Wisteria	15'



Bougainvillea spp.



Hardenbergia violacea



Ficus pumila



Muhlenbergia rigens

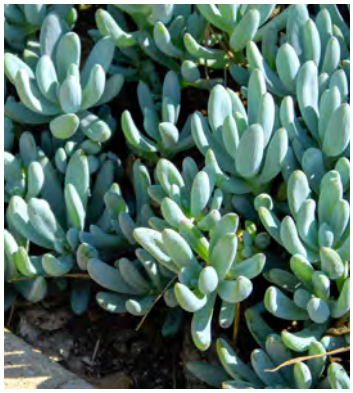
PLANTING LIST - GROUNDCOVERS

BOTANICAL NAME	COMMON NAME	SPACING
Acacia redolens	Acacia	10' O.C.
Achillea millefolium	Yarrow	30" O.C.
Baccharis pilularis	Coyote Brush	72" O.C.
Ceanothus griseus	California Lilac	60" O.C.
Coprosoma kirkii 'Verde Vista'	Prostate Mirror Plant	60" O.C.
Dymondia margaretae	Silver Carpet	36" O.C.
Erigeron glaucus 'Sea Breeze'	Seaside Daisy	36" O.C.
Erigeron karvinskianus	Santa Barbara Daisy	36" O.C.
Gazania spp.	Gazania	24" O.C.
Geranium spp.	Hardy Scented Geramium	24" O.C.
Juniperus spp.	Juniper	60" O.C.
Limonium perezii	Sea Lavender	24" O.C.
Mimulus x 'Jelly Bean Orange'	Sticky Monkey Flower	48" O.C.
Myoporum parvifolium 'Pink'	Myoporum 'Pink'	72" O.C.
Pelargonium peltatum	Ivy Geramium	48" O.C.
Oenothera speciosa 'Childsii'	Mexican Evening Primrose	36" O.C.
Osteospermum fruticosum	African Daisy	60" O.C.
Rosa 'Carpet Rose'	Carpet Rose	48" O.C.
Rosmarinus officinalis 'Huntington Carpet'	Rosemary	60" O.C.
Senecio serpens	Blue Chalk Sticks	24" O.C.
Stachys byzantina	Lamb's Ears	24" O.C.


Stachys byzantina


Rosmarinus officinalus


Myoporum parvifolium 'Pink'


Senecio serpens

PLANTING LIST - STORMWATER TREATMENT AREAS

Plants play an important role in the function of landscape-based stormwater treatment measures. All species listed are included in the Alameda Countywide Clean Water Program Guidebook and are suitable for stormwater treatment measures.

Trees in Stormwater Treatment Areas

BOTANICAL NAME	COMMON NAME	SPACING
Aesculus californica	Buckeye	25' O.C.
Arbutus unedo	Strawberry Tree	25' O.C.
Nyssa sylvatica	Sour Gum	25' O.C.
Quercus agrifolia	Coast Live Oak	50' O.C.
Platanus racemosa	Calfornia Sycamore	40' O.C.
Ulmus propinqua 'JFS-Bieberich'	Emerald Sunshine Elm	25' O.C.



Baccharis pilularis 'Twin Peaks'

Shrubs & Grasses in Stormwater Treatment Areas

BOTANICAL NAME	COMMON NAME	SPACING
Achillea millefolium	Common Yarrow	30" O.C.
Baccharis pilularis 'Twin Peaks'	Coyote Brush Prostrate	72" O.C.
Carex pansa	California Meadow Sedge	18" O.C.
Chondropetalum tectorum	Cape Rush	36" O.C.
Eriogonum fasciculatum	Flattop Buckwheat	36" O.C.
Juncus patens	Blue Rush	24" O.C.
Leymus condensatus 'Canyon Prince'	Canyon Prince Wild Rye	48" O.C.
Limonium californicum	Marsh Rosemary	24" O.C.
Muhlenbergia rigens	Deergrass	36" O.C.
Nasella pulchra	Purple Needlegrass	30" O.C.
Salvia clevelandii	Cleveland Sage	48" O.C.
Epilobium densiflorum	Dense Spike Primrose	30" O.C.



Juncus patens



Epilobium densiflorum

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBLIN AND GH PACVEST, LLC RELATED TO THE DUBLIN FALLON 580 PROJECT (PLPA-2023-00033) (APNs 985-0027-002-00, 905-0001-006-03, 985-0027-004-00, 985-0027-005-00)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. A request has been made by GH PacVest LLC to enter into a Development Agreement with the City of Dublin for the property known as the Dublin Fallon 580 Project site, which includes properties identified as Assessor Parcel Numbers 985-0027-002-00, 905-0001-006-03, 985-0027-004-00, and 985-0027-005-00, an approximately 192-acre site.

B. The Property Owner, GH PacVest LLC, is requesting approval of General Plan and Eastern Dublin Specific Plan amendments, an amendment to the existing Planned Development (PD) Zoning Stage 1 Development Plan, approval of a Stage 2 Development Plan for the residential use, Vesting Tentative Map Nos. 8663, 8666, and 8667, and a Development Agreement for the Dublin Fallon 580 Project. The proposed project would eliminate the Public/Semi-Public land use designation and convert 42.6 acres designated Open Space to Parks/Public-Recreation, establish development standards for the future development of 238 residential units and approximately 3,299,670 square feet of commercial/campus office use. The 192-acre site would be subdivided into 11 parcels. These planning and implementing actions are collectively known as the “Dublin Fallon 580 Project.”

C. The Project site is approximately 192 acres and is located east of Fallon Road, north of I-580, and along the future Dublin Boulevard Extension.

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

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

F. The Planning Commission held a public hearing on the proposed Development Agreement on June 11, 2024, for which public notice was given by law.

G. The Planning Commission recommended that the City Council approve the Dublin Fallon 580 Project including the Development Agreement by Resolution No. 24-05.

H. A public hearing on the proposed Development Agreement was held before the City Council on July 16, 2024 for which public notice was given as provided by law.

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

SECTION 2: FINDINGS AND DETERMINATIONS

Therefore, on the basis of: (a) the foregoing Recitals which are incorporated herein, (b) the City of Dublin General Plan; (c) the Eastern Dublin Specific Plan, (d) the Dublin Fallon 580 Addendum; (e) the Staff Report; (f) information in the entire record of proceeding for the Project, and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

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

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

C. The Development Agreement is in conformity with public convenience, general welfare, and good land use policies in that the Developer's Project will implement land use guidelines set forth in the Eastern Dublin Specific Plan and the General Plan as articulated in Resolution No. 84-24, amending the General Plan and the Eastern Dublin Specific Plan, adopted by the City Council on July 16, 2024.

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

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

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

SECTION 3. APPROVAL

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

SECTION 4. RECORDATION

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

SECTION 5. EFFECTIVE DATE AND POSTING OF ORDINANCE

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

PASSED AND ADOPTED by the City Council of the City of Dublin, on this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RECORDING REQUESTED BY:

CITY OF DUBLIN

WHEN RECORDED MAIL TO:

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

Fee Waived per GC 27383

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF DUBLIN

AND

GH PACVEST, LLC

FOR THE DUBLIN FALLON 580 PROJECT

APNs: 905-001-006-03, 985-0027-02, 985-0027-04, and 985-0027-05

THIS DEVELOPMENT AGREEMENT (this "**Agreement**" or this "**Development Agreement**") is made and entered into for reference purposes on this ___ day of _____, **2024**, by and between the City of Dublin, a Municipal Corporation (hereafter "**City**"), and GH PacVest, LLC, a Delaware Limited Liability Company (hereafter "**Developer**") pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and Dublin Municipal Code, Chapter 8.56. City and Developer are, from time-to-time, individually referred to in this Agreement as a "**Party**," and are collectively referred to as "**Parties**."

RECITALS

A. California Government Code Sections 65864 *et seq.* ("**Development Agreement Statute**") and Chapter 8.56 of the Dublin Municipal Code (hereafter "**Chapter 8.56**") authorize the City to enter into a Development Agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

B. Developer owns certain real property (the "**Property**") consisting of approximately 192 acres of land, as more particularly described in Exhibit A, Legal Description of Property, attached hereto and incorporated herein by reference.

C. Developer has applied for, and City has approved, various land use approvals in connection with a project consisting of up to 238 residential units and up to 3,299,670 square feet of commercial/office development (the "**Project**"), including, without limitation, amendments to the Dublin General Plan and Eastern Dublin Specific Plan (Resolution No. ___-24), an amendment to Planned Development Zoning Ordinance No. 32-05 for Fallon Village and a Planned Development Zoning Stage 2 Development Plan for the Dublin Fallon 580 Project (Ord. No. ___-24 adopted by the City Council on _____ ___, 2024), Vesting Tentative Tract Maps 8663, 8666, and 8667 for the Dublin Fallon 580 Project (Resolution No. ___-24 adopted on _____ ___, 2024), and this Agreement (approved by the Development Agreement ("**DA**") Approving Ordinance (defined below)) (collectively the "**Project Approvals**").

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

E. The City, in collaboration with the City of Livermore, is the lead agency that desires to construct a project generally described as the roadway extension of Dublin Boulevard from Fallon Road to the Dublin city limits,

continuing easterly through unincorporated Alameda County and connecting to North Canyons Parkway within the City of Livermore, commonly referred to as the proposed Dublin Boulevard – North Canyons Parkway Extension Project ("**Dublin Boulevard Extension**"). On September 3, 2019, the City Council adopted Ordinance No. 10-19 to establish Right-of-Way Lines for Dublin Boulevard between Fallon Road and the Eastern City Limit ("**Precise Plan**").

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

G. The development of the Property and the Project has been evaluated in three environmental impact reports ("**EIR**") certified by the City: (1) Eastern Dublin General Plan Amendment and Specific Plan Environmental Impact Report, State Clearinghouse No. 91103064; (2) East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (State Clearinghouse No. 2001052114); and (3) Fallon Village Project Draft Supplemental EIR (State Clearinghouse Number 2005062010) (collectively, "**Prior EIRs**"). The Prior EIRs specifically addressed the General Plan, Specific Plan and Stage 1 Planned Development Zoning and Development Plan for the Project. An Initial Study was prepared for the amendment to Planned Development Zoning Ordinance No. 32-05 Stage 1 Development Plan; Stage 2 Planned Development Rezoning and Development Plan; Vesting Tentative Parcel Maps 8663, 8666, and 8667; and this Development Agreement to determine whether these approvals will result in any new or substantially more severe significant environmental impacts than those analyzed in these prior EIRs or any other standard requiring further environmental review under CEQA are met (Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15163). The Initial Study determined that these approvals did not trigger any of the CEQA standards requiring further environmental review. An Addendum was prepared for these approvals explaining the basis for finding no further review is required under CEQA pursuant to CEQA Guidelines Section 15164(e). The City Council considered and approved the findings in the Addendum (Reso. No. ___-24 adopted on _____ __, 2024) prior to approving the General Plan and Eastern Dublin Specific Plan amendments, the amendment to Planned Development Zoning Ordinance No. 32-05 Stage 1 Development Plan; Stage 2 Planned Development Rezoning and Development Plan; Vesting Tentative Parcel Maps 8663, 8666, and 8667; and this Development Agreement.

H. City has given the required notice of its intention to adopt this Development Agreement and has conducted public hearings thereon pursuant to

Government Code Section 65867 and Chapter 8.56. As required by Government Code Section 65867.5, City has found that the provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards, and land use designations specified in City's General Plan.

I. On June 11, 2024, the City of Dublin Planning Commission, the initial hearing body for purposes of Development Agreement review, recommended approval of this Development Agreement pursuant to Resolution No. 24-05.

J. On _____ __, 2024, the City Council of the City of Dublin adopted Ordinance No. __-24 approving this Development Agreement (the "**DA Approving Ordinance**"). The DA Approving Ordinance took effect on _____ __, 2024.

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

AGREEMENT

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

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

3. **Relationship of City and Developer.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that neither City nor Developer is an agent of the other. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. **Effective Date and Term**

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

4.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue for 10 (ten) years following the City Council's

acceptance of the Dublin Boulevard Extension project as constructed to its ultimate width and length as described in the City's certified EIR for the Dublin Boulevard Extension, as more particularly described in **Exhibit C**, attached hereto and incorporated herein, unless said term is otherwise extended or terminated as provided in this Agreement (as so extended or terminated, the "**Term**"). In the event that any third-party lawsuit is filed challenging the City's issuance of the Project Approvals or its compliance with CEQA, the Term of this Agreement shall be automatically extended for a duration equal to the time from the filing of such lawsuit to the entry of a final order dismissing or otherwise finally terminating such lawsuit, which duration shall include any appeals ("**Litigation Extension**"). If required by one of the parties, the other party shall enter into a Clarification pursuant to Section 14.4 below memorializing the length of such Litigation Extension. This Agreement shall terminate with respect to any for sale residential lot and such lot shall be released and no longer subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on such lot.

4.3 Optional Extension. Prior to the expiration of the Term of this Development Agreement, as provided in Section 4.2, Developer may extend the Term of the Development Agreement. To do so, Developer shall give City written notice at least ninety (90) days prior to the termination date of the Development Agreement. At the time Developer provides such notice, Developer shall make a payment to City in the amount of $250,000 (adjusted for inflation from the Effective Date using the CPI-U, San Francisco-Oakland-San Jose Area) for each year of extension requested under this provision. Upon receipt of the notice and the contribution, the City Manager shall approve the extension and shall notify the Developer in writing that the Term of the Development Agreement has been automatically extended for an additional time period equal to the time period requested by Developer under this provision, commencing on the date the Development Agreement would otherwise have terminated; provided Developer may exercise its option to extend the Development Agreement no more than five (5) times, for a maximum total Term of the Development Agreement of fifteen (15) years (plus any extensions pursuant to Sections 4.2 or 4.3 hereof). Provided there is an extension period remaining, Developer may request the extension for multiple years and provide the payment due for each year's extension. Each extension shall apply to the entire Property upon payment of one $250,000 (as adjusted in accordance with this Section 4.3) per year extension payment, even if the Property is owned by multiple Developers at that time.

4.4 Term of Project Approvals. The term of any Project Approvals (as defined in Recital C) for the Property or any portion thereof, specifically including without limitation the Vesting Tentative Tract Maps 8663, 8666, and 8667, shall be extended automatically for the Term of this Agreement.

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

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

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

5.2 Fees, Exactions, Dedications. The City shall not apply to the Project any development impact fee or any application, processing, or inspection fee (collectively, "**Fees**") that the City first enacts after the Effective Date. Except as otherwise set forth in this Agreement, City and Developer agree that this Agreement does not limit the City's discretion to impose or require (a) payment

of any fees in connection with the issuance of any subsequent project approvals as necessary for purposes of mitigating environmental and other impacts of the Project, (b) dedication of any land, or (c) construction of any public improvement or facilities (collectively "**Exactions**"). Except as specifically provided herein, nothing in this Agreement shall limit the City's ability to impose existing development impact Fees at rates that are increased beyond the amounts in effect on the Effective Date or limit Developer's ability to challenge any such increases under state or local law.

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

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

5.4.1 Any application or requirement of such new or modified ordinances, resolutions, rules, regulations or official policies that would (i) cause or impose a substantial financial burden on, or materially delay development of the Property as otherwise contemplated by this Agreement or the Project Approvals, (ii) frustrate in a more than insignificant way the intent or purpose of the Project Approvals or preclude compliance therewith including, without limitation, by preventing or imposing limits or controls in the rate, timing, phasing or sequencing of development of the Project; (iii) prevent or limit the processing or procuring of subsequent project approvals; or (iv) reduce the density or intensity of use of the Property as a whole, or otherwise requiring any reduction in the square footage of, or total number of, proposed buildings,

structures and other improvements, in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement and the Project Approvals; and/or

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

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

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

5.7 New Taxes. This Agreement shall not prohibit the application of any subsequently enacted City-wide taxes to the Project provided that (1) the application of such taxes to the Property is prospective, and (2) the application of such taxes would not prevent development in accordance with this Agreement. By so agreeing, Developer does not waive its rights to challenge the legality of any such taxes, facially or as applied to its Project or Property, or to claim exemption from any taxes to the extent allowed by law.

5.8 Development of the Project; Phasing, Timing. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*

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

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

6. **Property Grading.**

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

6.2 Slope Easement. The Project Approvals require Developer to dedicate a Slope Easement ("**SE**") for that portion of the Property adjacent to the future Dublin Boulevard frontage, if mass grading has not commenced per the preliminary grading plan as shown on the Vesting Tentative Tract Map 8663. Developer shall cooperate in good faith with the City Engineer on the extent of the SE dedication necessary to accommodate the Dublin Boulevard Extension. The SE shall be dedicated by separate instrument, in a form satisfactory to the City Engineer and City Attorney, prior to the first final or parcel map filed by

Developer within the three-year (3) period referenced in Section 8. If a final or parcel map is not filed by Developer within the three-year (3) period, the SE shall be dedicated in conjunction with the Dublin Boulevard Extension right-of-way dedication described in Section 8.

7. **Affordable Housing.**

7.1 Units Required by Regulations. Developer proposes up to 238 residential units on the Property. Pursuant to the City's Inclusionary Zoning Regulations (Chapter 8.68 of the Dublin Municipal Code) (the "**Regulations**"), developers of more than twenty (20) residential units are required to set aside 12.5% of the total number of units in the project as affordable units as specified.

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

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

8. **Right-of-Way Dedications.** The Project Approvals require Developer to dedicate a portion of the Property to the City in fee as right-of-way for the Dublin Boulevard Extension, in general conformance with the adopted Precise Plan, the most current design plans on file with the office of the City Engineer at the time of dedication, and the Vesting Tentative Tract Map 8663. Such dedication shall occur no later than three (3) years from the approval date of the Vesting Tentative Tract Maps 8663, 8666, and 8667. The dedicated right-of-way shall be shown on the first final or parcel map filed within three-years (3) of the approval date of Vesting Tentative Tract Maps 8663, 8666, and 8667. If a final or parcel map is not filed within the three-year (3) period, the right-of-way shall be dedicated by a separate deed instrument, in a form satisfactory to the City Engineer and City Attorney. Developer agrees that it will not receive any

compensation or receive any Eastern Transportation Impact Fee ("**EDTIF**") credits for dedicating the right-of-way for the Dublin Boulevard Extension.

9. **Community Facilities District – Service and Maintenance of Public Streets and Improvements.**

9.1 Community Facilities District. Developer agrees to cooperate in the formation of, or annexation into, a community facilities district or districts established pursuant to the Mello-Roos Act, including approval of RMA for the purpose of financing the services and maintenance of all public streets (including storm drain systems, streetlights, and other street appurtenances) constructed by the Developer within the future residential tract parcels after City's acceptance of improvements. Developer agrees that the boundaries of the district(s) will include all of the Property, and that Developer will not contest and will, for and on behalf of all of the Property, vote in favor of formation of or annexation into the district(s) prior to filing the first final map. Developer shall pay its fair share of administrative costs incurred by the City associated with the formation of and/or annexation into the district(s), as determined by the City Engineer, prior to filing the first final map.

9.2 Alternative Method of Compliance. Notwithstanding the foregoing, City agrees that Developer may alternatively establish a maintenance fund, in an amount to be determined by the City Engineer, that compensates for all future maintenance of all public streets (including storm drain systems, street lights, and other street appurtenances) within Parcels 7 and 8 (future residential tract), as shown on the Vesting Tentative Tract Maps 8663, 8666, and 8667, after City's acceptance of improvements. If Developer complies with this Section 9.2 prior to filing the first final map, Developer shall be exempt from compliance with Section 9.1.

10. **Eastern Dublin Transportation Impact Fee Credits.** Developer shall not use or apply any EDTIF credits that it purchased or transferred from any other credit-holder to satisfy Developer's obligations set forth herein. City agrees that EDTIF credits for all eligible "Public Improvements" as defined in Section 13 shall be provided for use by Developer upon completion of construction or upon bonding for said "Public Improvements." Developer shall also have the right to transfer or sell any eligible EDTIF credits that it receives from the City to future commercial (GC/CO) or residential developers of the

various parcels of Tract 8663 in accordance with the requirements of the *Consolidated Impact Fee Administrative Guidelines,* February 2024.

11. **Cooperation with Mitigation.**

11.1 The City is in the midst of pursuing regulatory-agency permits for the Dublin Boulevard Extension project ("DBE project") that crosses through the Property. The Property is such that the City is required to mitigate for the permanent indirect impacts on special status species in the areas of the Property south of Dublin Boulevard. Developer's Project will require Developer to mitigate for direct impacts on special status species in the areas of the Property south of Dublin Boulevard. The City has already committed to financing the mitigation of the DBE project, and Developer will directly benefit from such expenditure. Meanwhile, Developer is prepared to submit permits of its own to the resource agencies, and those permit submittals will require a mitigation plan that includes mitigation for the permanent indirect impacts south of Dublin Boulevard, and the City is not yet prepared to submit its permits. The City has caused its consultant, Resource Environmental Solutions, Inc., to begin developing a plan to make its mitigation solution available for Developer's use in mitigating the Project's direct impacts. The Parties agree to cooperate in a commercially reasonable manner to effectuate the goal of making the City's mitigation solution available to Developer. Accordingly, each party agrees to deliver whatever consents may be necessary to accomplish such objective.

12. **Nature Community Parkland**.

12.1 Purchase and Sale. Subject to to-be-negotiated terms, the Developer will sell, and City will purchase, using revenues derived from the Public Facilities Fee ("PFF"), the approximately 42.62 acres of land on the Property that is presently designated as "Open Space" under the City's General Plan and the Eastern Dublin Specific Plan (the "Nature Park Land") for a total purchase price of $27,847,908 ("Purchase Price"). The purchase price is based on the land value of $653,400 per acre used in the City's PFF program. If the final acreage delivered to the City is more or less than 42.62 acres, but not more than 49.10 acres, the Purchase Price shall be adjusted accordingly. The Parties agree to negotiate in good faith toward a mutually agreeable purchase and sale agreement (the "PSA") within six months of the Effective Date.

12.1.1 Initial Payment. The Parties agree that the City's initial payment under the PSA will take the form of a $7,269,164 payment (or such amount as may be adjusted below) (the "Initial Payment") to the Developer to

purchase the Nature Parkland from the PFF that will be simultaneously paid by the Developer to the City for the Mitigation Cost. The Initial Payment calculation of $7,269,164 is the City's present estimate of the City's cost of mitigating for the permanent indirect impacts on special status species of the Dublin Boulevard Extension project on the Property in areas south of Dublin Boulevard (the "Mitigation Cost"). Should the Mitigation Cost exceed $7,269,164, the Initial Payment shall be increased to be equal to the increased amount. Developer has previously committed to reimbursing the City for the Mitigation Cost because the Mitigation offsets the Developer's obligation to mitigate for the direct impacts on special species of the development on the same lands. Should negotiations on the PSA not be proceeding to the City's satisfaction, the City may elect at any time to require Developer to reimburse it for the Mitigation Cost.

12.1.2 Remaining Balance. With regard to the remaining balance of the Purchase Price after the Initial Payment, the Parties acknowledge that the Public Facilities Fee funds presently available are insufficient to allow the City to pay the full amount of the Purchase Price in the short term. The City acknowledges that its obligation to negotiate in good faith toward the PSA includes negotiating a mutually agreeable payment schedule for payment of the balance of the Purchase Price (the "Payment Schedule") that would be reflected in the PSA. If the Parties are unable to agree on the Payment Schedule in the PSA, Developer may elect to have the balance treated as a credit under the terms of the PFF program.

12.2 Wetlands. The Parties acknowledge that there are the jurisdictional wetlands on the Nature Park Land and that Developer's Resource Agency Permits may subject such lands to a deed restriction or conservation easement for wetland preservation. The Parties agree that the ownership of such lands, and the impact of the deed restriction or conservation easement, should the City take ownership of such lands, on the Purchase Price are unresolved and will have to be resolved in the course of negotiating the PSA. If the City were to take ownership of the jurisdictional wetlands, the Developer shall provide a maintenance fund or establish a maintenance mechanism for maintenance of the wetlands within the Nature Park Land as required by the Resource Agencies.

13. **Public Improvements.** The parties agree that the Project's build out will require the completion of certain improvements and that the City's approval of Vesting Tentative Tract Maps 8663, 8666, and 8667 shall not prevent the City

from later requiring the completion ofthe following in conjunction with later phases of the project:

13.1 Dublin Boulevard. In conjunction with development of either Parcel 1 or Parcel 2 of Vesting Tentative Tract Map 8663, Developer shall coordinate with the City of Dublin and Alameda County Transportation Commission (ACTC) on the Dublin Boulevard – North Canyons Parkway Extension Project. Developer shall construct Dublin Boulevard Extension Project improvements between Fallon Road and Croak Road, consistent with the latest Dublin Boulevard Extension Project Improvement Plans. The Developer shall be eligible for Eastern Dublin Traffic Impact Fee (EDTIF) credits for the cost of the eligible improvements constructed or bonded for excluding the land cost of the right-of-way, not to exceed the cost shown in the EDTIF.

13.2 Dublin Boulevard. In conjunction with development of either Parcel 3 or Parcel 9 of Vesting Tentative Tract Map 8663, Developer shall coordinate with the City of Dublin and Alameda County Transportation Commission (ACTC) on the Dublin Boulevard – North Canyons Parkway Extension Project. Developer shall construct Dublin Boulevard Extension Project improvements between Fallon Road and easterly project terminus or any portion not yet constructed within the project boundary, consistent with the latest Dublin Boulevard Extension Project Improvement Plans. The Developer shall be eligible for Eastern Dublin Traffic Impact Fee (EDTIF) credits for the cost of the eligible improvements constructed or bonded for excluding the land cost of the right-of-way, not to exceed the cost shown in the EDTIF.

13.3 Dublin Boulevard / Fallon Road Intersection. In conjunction with development of either Parcel 1, Parcel 2, Parcel 3 or Parcel 9 of Vesting Tentative Tract Map 8663, Developer shall complete the Dublin Boulevard / Fallon Road intersection improvements to accommodate the following intersection lane geometry. The minimum width of through lanes and turn lanes adjacent to the median and the curb shall be 12'.

- Northbound: three left-turn lanes, four through lanes, two right-turn lanes
- Southbound: two left-turn lanes, four through lanes, one right-turn lane
- Eastbound: two left-turn lanes, three through lanes, two right-turn lanes
- Westbound: three left-turn lanes, three through lanes, one right-turn lane

The Developer shall be eligible for Eastern Dublin Traffic Impact Fee (EDTIF) credits for the cost of the eligible improvements constructed or bonded for

excluding the land cost of the right-of-way, not to exceed the cost shown in the EDTIF.

13.4 Fallon Road / Fallon Gateway – Parcel 1 Access Intersection. In conjunction with development of either Parcel 1, Parcel 2, Parcel 3 or Parcel 9 of Vesting Tentative Tract Map 8663, Developer shall complete the Fallon Road / Fallon Gateway intersection to accommodate the following intersection lane geometry. The minimum width of through lanes and turn lanes adjacent to the median and the curb shall be 12'.

- Northbound: two left-turn lanes, four through lanes, one right-turn lane
- Southbound: one left-turn lane, four through lanes, one right-turn lane
- Westbound: Applicant shall provide the appropriate number of through lanes, left-turn lanes, right-turn lanes with sufficient storage space to accommodate project traffic.

The Developer shall be eligible for Eastern Dublin Traffic Impact Fee (EDTIF) credits for the cost of the eligible improvements constructed or bonded for excluding the land cost of the right-of-way, not to exceed the cost shown in the EDTIF.

13.5 Fallon Road. In conjunction with development of either Parcel 1, Parcel 2, Parcel 3 or Parcel 9 of Vesting Tentative Tract Map 8663, Developer shall complete the following improvements and be eligible for Eastern Dublin Traffic Impact Fee (EDTIF) credits for the cost of the eligible improvements constructed or bonded for excluding the land cost of the right-of-way, not to exceed the cost shown in the EDTIF:

13.5.1 Ultimate widening and frontage improvements for Fallon Road along the Parcel 1 project frontage, including northbound travel lanes between I-580 Interchange to Dublin Boulevard. Street improvements shall include, but are not limited to 8' wide protected bicycle lane and minimum 3' wide median, and minimum 8' wide sidewalk. The cross-section of Fallon Road shall have a minimum of four through travel lanes in each direction plus turn lanes at the intersections; and

13.5.2 Improvements north of Dublin Boulevard to provide connectivity to existing sidewalk to the north, City acknowledges that a portion of the necessary right of way is owned by DR Acquisitions, LLC and that it would need to be acquired by Developer or the City prior to improvements on that portion of the right of way being completed. The City acknowledges that the

requirements related to the improvements described in this Subsection 13.5 will be subject to Government Code section 66462.5; and

13.5.3 Class IV bike lanes in both directions, consisting of a 3-foot wide median and an 8-foot wide bicycle lane with protected intersections at every signalized intersection along Fallon Road from the I-580 Interchange to Central Parkway per the City's Bicycle and Pedestrian Plan.

13.6 Croak Road. In conjunction with any development proposal of Parcel 1 of Vesting Tentative Tract Map 8663, Developer shall request the abandonment of Croak Road south of Dublin Boulevard, acquire the lands at "Fair Market Value", and incorporate the lands into its project, prior to issuance of a building permit for Parcel 1. The vacation of Croak Road shall exclude the portion of right-of-way reserved for future Valley Link project. Developer shall pay all costs associated with the right-of-way vacation and parcel acquisition. The City would offset any Developer costs associated with the Developer or the City acquiring the DR Acquisitions, LLC lands described in subsection 13.5, from the amounts payable by Developer for the acquisition of to-be-abandoned Croak Road.

13.7 East-West Street South of Dublin Boulevard. Unless Croak Road is maintained as a private street, Parcel 1 of Vesting Tentative Tract Map 8663 shall include a private street that runs parallel to Dublin Boulevard connecting to Fallon Road at the intersection with Fallon Gateway and Dublin Boulevard and Croak Road intersection, which street shall include bicycle and pedestrian connectivity.

13.8 I-580 / Fallon Road Interchange Fair Share. The Developer shall pay the fair share towards the construction of the Phase 2 I-580/Fallon Road Interchange improvements no later than 90-days after recordation of the first residential final map (Tract 8666 or 8667) and no building permits for the residential development shall be issued until the fair share payment has been made. The fair share will be determined based on the Phase 2 Interchange cost and the City's Local Transporation Analysis and any additional analysis subject to approval of the City Engineer. Should the trips associated with actual development on any of either Parcel 1, Parcel 2, Parcel 3 or Parcel 9 of Vesting Tentative Tract Map 8663 be less than used to calculate the fair-share payment, the City will consider an appropriate refund to the then-owner of such parcel to reflect the reduced number of trips.

13.9 Vehicle Trip Reduction with Transportation Demand Management. To reduce the impact of the project generated traffic along Fallon Road and Dublin Boulevard, Developer shall be required to prepare and implement in conjunction with each subsequent Site Development Review ("SDR") a Transportation Demand Management plan ("TDM plan") to reduce vehicle trips to and from the project site(s), to the satisfaction of the City Engineer. The TDM plan shall include trip reduction measures necessary to achieve a minimum overall target of trip reduction to reduce peak hour trips by 10% or an appropriate amount of trip reduction based on future transportation analysis but not less than 10% for office and residential uses. The TDM plan shall also include and implement TDM Best Management Practices (BMPs) for the retail uses. The SDR conditions shall require City approval of the TDM plan prior to the issuance of a certificate of occupancy for the first building. The SDR plan shall require annual reporting of trips, surveys, and the making of revisions to the TDM plan as needed to meet the trip reduction targets or thresholds to the satisfaction of the City Engineer. Vehicle trip reductions will be measured through counts of vehicles that enter and exit the site and by comparison of the results to established trip thresholds. TDM reduction targets will be applied to establish the thresholds. The estimates and thresholds will be reviewed and approved by the City Engineer.

TDM measures that target office employees shall be described in detail in the TDM plan, including information regarding the direct implementing party. The following TDM measures shall be considered for inclusion in the TDM plan.

13.9.1 On-site support facilities including bicycle paths, pedestrian paths linking buildings and bus stops.

13.9.2 In building support facilities including showers, changing rooms, bicycle storage rooms and bicycle racks.

13.9.3 Ridesharing options for long distance commuters such as carpool and vanpool matching services.

13.9.4 Guaranteed ride home services for commuters who carpool, take transit or bicycle to work.

13.9.5 Financial incentives such as pre-tax benefits for transit and bicycle expenses (e.g., Commuter Check) or subsidized transit passes (e.g., Commuter Checks, Clipper Cards) for all employees.

13.10 Future Transportation Analysis. Developer acknowledges that future Site Development Review approvals will require additional transportation analysis, including but not limited to the following (Parcel references are to Parcel designations in Vesting Tentative Tract Map 8663):

13.10.1 The planned access along Dublin Boulevard to Parcel 1 and Parcel 2, between Fallon Road and Croak Road.

13.10.2 The east-west connection between Fallon Gateway intersection and the signalized intersection of Dublin Boulevard/Croak Road.

13.10.3 The intersection of Dublin Boulevard / Croak Road.

13.10.4 The planned access along Dublin Boulevard to Parcel 3 and Parcel 9.

13.10.5 Adverse effects to the Fallon Road-El Charro Road/I-580 Interchange.

13.10.6 Adverse effects to the Dublin Boulevard/Fallon Road intersection.

13.11 In the event of any conflict between this Section 13 and the conditions of approval for the Project Approvals regarding the Public Improvements described in this Section 13, the terms of this Section 13shall control.

14. **Amendment or Cancellation.**

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

prompt and reasonable cooperation in so modifying this Agreement or approved plans.

14.2 Amendment of Development Agreement by Mutual Consent. This Agreement ma1y be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of the Development Agreement Statute and Chapter 8.56. Review and approval of an amendment to this Development Agreement shall be strictly limited to consideration of only those provisions to be added or modified. No amendment, modification, waiver, or change to this Development Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that expressly refers to this Development Agreement and signed by the duly authorized representatives of both Parties.

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

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

14.4 Clarifications. If and when, from time to time, during the Term of this Agreement, City and Developer agree refinements and clarifications are necessary or appropriate with respect to the details of performance of City and Developer hereunder, City and Developer shall effectuate such clarifications through letter agreements (each, a "**Clarification**") approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Clarification

shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager or his or her designee shall have the authority to determine on behalf of City whether a requested clarification is of such a character to constitute an Amendment subject to Section 14.3 or a Clarification subject to this Section 14.4. The City Manager shall have the authority to review, approve, and execute Clarifications to this Agreement provided that such Clarifications are not Amendments.

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

15. **Annual Review.**

15.1 Review Date. The annual review date for this Agreement shall be between July 15 and August 15, 2024, and thereafter between each July 15 and August 15 during the Term. Review shall be conducted in accordance with Section 8.56.140 of Chapter 8.56 and the provisions of this Section 15.

15.2 Initiation of Review. The City's Community Development Director shall initiate the annual review, as required under Section 8.56.140 of Chapter 8.56, by giving to Developer thirty (30) days prior written notice that the City intends to undertake such review. Not less than thirty (30) days after receipt of the notice, Developer shall provide evidence to the Director, as reasonably determined necessary by the Director, to demonstrate good faith compliance with the material terms and provisions of the Agreement as to the whole or relevant portion of the Property owned by Developer. The burden of proof by substantial evidence of compliance is upon Developer.

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

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

16. **Default.**

16.1 Remedies Available. Upon the occurrence of an event of default, the Parties may pursue all remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including, but not limited to, the remedy of specific performance of this Agreement.

16.2 Notice and Cure. Upon the occurrence of an event of default by either Party, the non-defaulting party shall serve written notice of such default upon the defaulting Party. Subject to a Mortgagee's right to cure pursuant to Section 16.2 hereof, if the default is not cured by the defaulting Party within thirty (30) days after service of such notice of default, the non-defaulting Party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the non-defaulting Party shall refrain from any such legal or equitable action so long as the defaulting Party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Any notice of default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the event of default, all facts constituting substantial evidence of such failure, and how such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. Failure to give notice shall not constitute a waiver of any default.

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

17. **Estoppel Certificate.** Either Party may, at any time, and from time to time, request written notice from the other Party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party, the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a

request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. The City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the Party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such Party shall be deemed to have certified that the statements in clauses (a) through (c) of this Section are true, and any Party may rely on such deemed certification. City acknowledges that a certificate hereunder may be relied upon by Transferees (as defined in Section 21.2) and Mortgagees (as defined in Section 18.1).

18. **Mortgagee Protection; Certain Rights of Cure.**

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

18.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 18.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

18.3 Notice of Default to Mortgagee and Extension of Right to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by the City that Developer has committed an event of default. Each Mortgagee shall

have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed set forth in the City's notice. The City, through its City Manager, may extend the thirty-day cure period provided in paragraph 12.2 for not more than an additional sixty days upon request of Developer or a Mortgagee.

19. **Severability.** The unenforceability, invalidity or illegality of any provisions, covenant, condition, or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal; provided that, if the unenforceability, invalidation, or illegality would deprive either City or Developer of material benefits derived from this Development Agreement, or make performance under this Development Agreement unreasonably difficult, then City and Developer shall meet and confer and shall make good faith efforts to amend or modify this Development Agreement in a manner that is mutually acceptable to City and Developer.

20. **Attorneys' Fees and Costs.**

20.1 Prevailing Party. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled.

20.2 Third Party Challenge. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any the Project Approvals (including this Agreement), the Parties shall cooperate in defending such action. The Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law. Developer shall bear its own costs of defense as a real party in interest in any such action and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

21. **Transfers and Assignments.**

21.1 Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of

law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

21.2 Right to Assign. Developer may wish to sell, transfer, or assign all or portions of its Property to other developers (each such other developer is referred to as a "**Transferee**"). In connection with any such sale, transfer or assignment to a Transferee, Developer shall have the right to sell, transfer or assign to such Transferee any or all rights, interests and obligations of Developer arising hereunder and that pertain to the portion of the Property being sold or transferred, to such Transferee, provided, however, that: except as provided herein, no such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written notice to City and approval by the City Manager, which approval shall not be unreasonably withheld, conditioned, or delayed.

21.3 Approval and Notice of Sale, Transfer or Assignment. The City Manager shall consider and decide on any transfer, sale, or assignment of this Agreement within ten (10) days after Developer's notice, provided all necessary documents, certifications, and other information are provided to the City Manager to enable the City Manager to determine whether the proposed Transferee can perform Developer's obligations hereunder. Notice of any such approved sale, transfer, or assignment (which includes a description of all rights, interests and obligations that have been transferred and those which have been retained by Developer) shall be recorded in the official records of Alameda County, in a form acceptable to the City Manager, concurrently with such sale, transfer or assignment.

21.4 Considerations for Approval of Sale, Transfer or Assignment. In considering the request, the City Manager shall base the decision upon the proposed assignee's reputation, experience, financial resources, access to credit, and capability to successfully carry out the development of the Property to completion. The City Manager's approval shall be for the purposes of a) providing notice to City; b) assuring that all obligations of Developer are

allocated as between Developer and the proposed purchaser, transferee, or assignee as provided by this Agreement; and c) assuring City that the proposed purchaser, transferee, or assignee is financially capable of performing Developer's obligations hereunder not withheld by Developer. Notwithstanding the foregoing, the City Manager's approval shall not be required for an assignment to an entity or entities controlling Developer, controlled by Developer, or under common control with Developer, provided that Developer owns and controls no less than fifty percent (50%) of such successor entity or controls the day-to-day management decisions of such successor entity.

21.5 Release upon Transfer. Upon the transfer, sale, or assignment of all of Developer's rights, interests, and obligations hereunder pursuant to Section 21.2 of this Agreement, Developer shall be automatically released from the obligations under this Agreement, with respect to the Property transferred, sold, or assigned, arising subsequent to the date of City Manager approval of such transfer, sale, or assignment; provided, however, that if any transferee, purchaser, or assignee approved by the City Manager expressly assumes all of the rights, interests, and obligations of Developer under this Agreement, Developer shall be released with respect to all such rights, interests, and assumed obligations. In any event, the transferee, purchaser, or assignee shall be subject to all the provisions hereof and shall provide all necessary documents, certifications, and other necessary information prior to City Manager approval.

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

21.7 Partial Assignment. In the event of a partial Transfer, City shall cooperate with Developer and any proposed Transferee to allocate rights and obligations under the Development Agreement and the Project Approvals among the retained Property and the transferred Property. Provided that City receives a copy of the assignment and assumption agreement by which Transferee assumes the transferred rights and obligations associated with the

transferred Property: (i) any subsequent breach with respect to the transferred obligations shall not constitute a breach with respect to the retained rights and obligations of such transferor (or any other Transferee) under the Development Agreement, and (ii) any subsequent breach with respect to the retained obligations of Transferor (or any other Transferee) shall not constitute a breach with respect to the transferred rights and obligations of a Transferee under the Development Agreement. The Transferor and the Transferee each shall be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Transferor/Transferee. Any amendment to the Development Agreement between City and a Transferor or Transferee shall only affect the portion of the Property owned by such Transferor or Transferee.

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

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

24. **Insurance.**

24.1 Commercial General Liability Insurance. During the Term of this Agreement, Developer shall maintain in effect a policy of commercial general liability insurance with a per-occurrence combined single limit of not less than $1,000,000. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement. City and Developer agree that such insurance

may include alternative risk management programs, including self-insurance, or a combination of self-insurance and insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement.

24.2 Workers' Compensation Insurance. During the Term of this Agreement, Developer shall maintain Workers' Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

24.3 Evidence of Insurance. Prior to issuance of any permits for the Project, including grading permits, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 24.1 and 24.2 and evidence that the carrier is required to give the City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy unless replaced with similar coverage. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees, representatives, and to Developer performing work on the Project.

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

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

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

With copies to: City Attorney

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

GH PacVest, LLC
Lingyun Sun, Chief Americas Officer
2800 Post Oak Blvd., Suite 5115
Houston, TX 77056
Phone No.: (832) 787-0627
Email: lsun@gha-group.com

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

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

28. **Exhibits.** The following document is referred to in this Agreement and is attached hereto and incorporated herein as though set forth in full:

Exhibit A Legal Description of Property

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

30. **Counterparts.** This Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original.

31. **Recordation.** The City shall record a copy of this Agreement within ten (10) days following execution by all Parties. Thereafter, if this Agreement is

terminated, modified, or amended, the City Clerk shall record notice of such action with the Alameda County Recorder.

32. **No Third-Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective permitted successors and assigns, any rights, or remedies hereunder.

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

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

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

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

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

38. **Authority.** The persons signing below represent and warrant that they have the authority to bind their respective Party and that all necessary

board of directors', shareholders', partners', city councils', or other approvals have been obtained.

39. **Non-Intended Prevailing Wage Requirements.** Except for public improvements constructed by the Developer and to be dedicated to the City (which are subject to conditions of Project Approval), nothing in this Development Agreement shall in any way require, or be construed to require, Developer to pay prevailing wages with respect to any work of construction or improvement within the Project (a "**Non-Intended Prevailing Wage Requirement**"). But for the understanding of the Parties as reflected in the immediately preceding sentence, the Parties would not have entered into this Development Agreement based upon the terms and conditions set forth herein. Developer and City have made every effort in reaching this Development Agreement to ensure that its terms and conditions will not result in a Non-Intended Prevailing Wage Requirement. These efforts have been conducted in the absence of any applicable existing judicial interpretation of the recent amendments to the California prevailing wage law. If, despite such efforts, any provision of this Development Agreement shall be determined by any court of competent jurisdiction to result in a Non-Intended Prevailing Wage Requirement, such determination shall not invalidate or render unenforceable any provision hereof; provided, however, that the Parties hereby agree that, in such event, this Development Agreement shall be reformed such that each provision of this Development Agreement that results in the Non-Intended Prevailing Wage Requirement will be removed from this Development Agreement as though such provisions were never a part of the Development Agreement, and, in lieu of such provision(s), replacement provisions shall be added as a part of this Development Agreement as similar in terms to such removed provision(s) as may be possible and legal, valid and enforceable, but without resulting in the Non-Intended Prevailing Wage Requirement.

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

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

Attest:

_____
Marsha Moore, City Clerk

Approved as to form:

_____
John Bakker, City Attorney

DEVELOPER

GH PacVest, LLC

By: _____
Name: Lingyun Sun
Its: Chief Americas Officer

(NOTARIZATION ATTACHED)

Exhibit A

LEGAL DESCRIPTION

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

PARCEL A:

PARCEL ONE:

BEING A PORTION OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1, EAST MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF THE STATE HIGHWAY FROM DUBLIN TO LIVERMORE AS SAID LINE IS DEFINED IN THAT CERTAIN DEED FROM ALICE M. SHORT AND BEATRICE B. BRIGHT, TO THE STATE OF CALIFORNIA RECORDED MARCH 13, 1934, IN BOOK 3008 OF OFFICIAL RECORDS OF ALAMEDA COUNTY AT PAGE 324, WITH THE EASTERN LINE OF COUNTY ROAD 6152, AS SAID COUNTY ROAD IS DESCRIBED IN THAT CERTAIN DEED FROM HENRIETTA FARRELLY TO COUNTY OF ALAMEDA, RECORDED JANUARY 2, 1918, IN BOOK 2612, OF DEEDS, AT PAGE 352, ALAMEDA COUNTY RECORDS; RUNNING THENCE SOUTH 89° 30' EAST ALONG THE NORTHERN LINE OF SAID STATE HIGHWAY 814.50 FEET; THENCE NORTH 0° 31' WEST 2855.00 FEET TO THE NORTH BOUNDARY LINE OF TOWNSHIP 3 SOUTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE WEST ALONG THE LAST NAMED LINE 435.70 FEET TO THE EASTERN LINE OF SAID COUNTY ROAD NO. 6152; THENCE ALONG THE LAST NAMED LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 36° 35' WEST 23.40 FEET; THENCE SOUTH 23° 20' WEST 901.40 FEET; THENCE SOUTH 0° 31' EAST 2001.40 FEET TO THE POINT OF BEGINNING.

ALSO BEING A PORTION OF THE SANTA RITA RANCHO.

EXCEPTING THEREFROM THE PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED FEBRUARY 15, 1950, BOOK 6021, PAGE 575, SERIES NO. AE-13413.

ALSO EXCEPTING THEREFROM THE PORTION CONVEYED TO THE STATE OF CALIFORNIA, BY DEED RECORDED OCTOBER 24, 1968, BOOK 2279, PAGE 110, SERIES NO. BA-117504.

PARCEL TWO:

A PORTION OF THE PARCEL OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED NO. 6832 RECORDED FEBRUARY 15, 1950, IN BOOK 6021, PAGE 575, ALAMEDA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE EASTERLY LINE OF CROAK ROAD (ALSO KNOWN AS COUNTY ROAD NO. 6152) AT THE MOST NORTHERLY CORNER OF SAID PARCEL; THENCE ALONG THE GENERAL NORTHERLY LINE OF SAID PARCEL FROM A TANGENT THAT BEARS SOUTH 0°21'44" WEST, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 50.00 FEET, THROUGH AN ANGLE OF 44°54'24", AN ARC LENGTH OF 39.19 FEET; THENCE NORTH 88°33'15" WEST, 9.88 FEET; THENCE NORTH 89°59'16" WEST, 4.70 FEET TO THE EASTERLY LINE OF SAID CROAK ROAD; THENCE ALONG LAST SAID LINE NORTH 0°21'44" EAST, 35.14 FEET TO THE POINT OF COMMENCEMENT.

PARCEL THREE:

COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN SAID STATE DEED NO. 32178 (REEL 2001 OR IMAGE 911), DISTANT THEREON S. 0°21'44" W., 159.94 FEET FROM THE

NORTHEASTERLY CORNER OF LAST SAID PARCEL; THENCE FROM A TANGENT THAT BEARS S. 31°56'43" W., ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 270.00 FEET, THROUGH AN ANGLE OF 56°35'28", AN ARC LENGTH OF 266.68 FEET; THENCE S. 89°59'16" E., 221.42 FEET TO THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN SAID STATE DEED NO. 6833 (VOLUME 6402 OR PAGE 393); THENCE ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF SAID PARCELS DESCRIBED IN SAID STATE DEED NO. 32177 (REEL 1995 OR IMAGE 343) AND SAID STATE DEED NO. 32178 (REEL 2001 OR IMAGE 911) N. 0°21'44" E., 127.11 FEET TO THE POINT OF COMMENCEMENT.

PARCEL B:

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN THE INDENTURE FROM SAMUEL B. MARTIN TO OWEN P. SUTTON, RECORDED JUNE 7, 1862, IN BOOK M OF DEEDS AT PAGE 266, BEING A PORTION OF THE SANTA RITA RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINES OF FALLON ROAD, A COUNTY ROAD WITH A WIDTH OF 60 FEET AS SAID ROAD IS DESCRIBED IN THE INDENTURE TO THE COUNTY OF ALAMEDA, RECORDED JULY 31, 1941, IN BOOK 4115 OF OFFICIAL RECORDS, AS PAGE 57, WITH THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN AFORESAID INDENTURE FROM SAMUEL B. MARTIN TO OWEN P. SUTTON; SAID POINT OF BEGINNING BEING LOCATED ON THE ARC OF A CURVE HAVING A RADIUS OF 430.00 FEET, THE CENTER OF WHICH BEARS SOUTH 63° 55' 40" WEST; THENCE ALONG SAID NORTH LINE, SOUTH 89° 18' 00" EAST, 2,543.32 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE WEST LINE OF COUNTY ROAD NO. 6152, KNOWN AS CROAK ROAD AND DESCRIBED IN THE INDENTURE TO THE COUNTY OF ALAMEDA, RECORDED JANUARY 2, 1918 IN BOOK 2612 OF DEEDS AT PAGE 352; THENCE ALONG SAID WEST LINE AND PROJECTION THEREOF, SOUTH 0° 19' 30" EAST, 2274.37 FEET TO THE EASTERLY PROJECTION OF THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO UNION OIL COMPANY OF CALIFORNIA, RECORDED JUNE 4, 1956 IN BOOK 8048 OF OFFICIAL RECORDS AT PAGE 339; THENCE ALONG SAID NORTH LINE NORTH 89° 20' 00" WEST, 200.40 FEET TO THE WEST LINE OF SAID UNION OIL COMPANY PARCEL; THENCE ALONG SAID WEST LINE SOUTH 0° 25' 00" EAST, 242.29 FEET TO A POINT ON THE NORTH LINE OF STATE FREEWAY 580, AS DESCRIBED IN THE INDENTURE TO THE STATE OF CALIFORNIA, RECORDED JULY 7, 1967 ON REEL 1995 OF OFFICIAL RECORDS AT IMAGE 347, SAID POINT BEING LOCATED ON THE ARC OF A CURVE HAVING A RADIUS OF 222.02 FEET, THE CENTER OF WHICH BEARS NORTH 8° 11' 49" WEST; THENCE ALONG SAID NORTH LINE OF STATE FREEWAY 580 AS FOLLOWS: WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 51' 49" AN ARC DISTANCE OF 34.35 FEET: THENCE TANGENT TO SAID CURVE NORTH 89° 20' 00" WEST, 302.60 FEET: THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 4972.48 FEET, THROUGH A CENTRAL ANGLE OF 3° 33' 15" AN ARC DISTANCE OF 308.45; THENCE TANGENT TO SAID CURVE NORTH 85° 46' 45" WEST, 556.93 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 972.09 FEET, THROUGH A CENTRAL ANGLE OF 45° 00' 00" AN ARC DISTANCE OF 763.48 FEET; THENCE TANGENT TO SAID CURVE NORTH 40° 46' 45" WEST 369.85 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 278.03 FEET, THROUGH A CENTRAL ANGLE OF 47° 30' 55" AN ARC DISTANCE OF 230.57 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 37' 40" AN ARC DISTANCE OF 46.93 FEET; THENCE TANGENT TO SAID CURVE, NORTH 1° 20' 00" EAST, 92.02 FEET; THENCE NORTH 88° 40' 00" WEST, 12.00 FEET TO THE EAST LINE OF AFORESAID FALLON ROAD; THENCE ALONG SAID EAST LINE OF FALLON ROAD AS FOLLOWS: NORTH 1° 20' 00" EAST, 1457.58 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, THROUGH A CENTRAL ANGEL OF 27° 24' 20" AN ARC DISTANCE OF 205.68 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PORTION OF THAT PARCEL OF LAND DESCRIBED IN DEED NO. 32178 (AZ69610) TO STATE OF

CALIFORNIA, RECORDED JULY 18, 1967, IN REEL 2001, IMAGE 911, OFFICIAL RECORDS OF ALAMEDA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF SAID PARCEL, DISTANT THEREON NORTH 83º 33' 16" WEST, 8.01 FEET FROM THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE ALONG THE GENERAL NORTHERLY LINE OF THAT PARCEL OF LAND SHOWN AS PARCEL 11 OF THAT CERTAIN SET OF MAPS OF 20 SHEETS ENTITLED "RELINQUISHMENT IN THE COUNTY OF ALAMEDA", RECORDED JUNE 19, 1973, IN REEL 3444, IMAGE 722 TO 761, INCLUSIVE, OFFICIAL RECORDS OF ALAMEDA COUNTY, SOUTH 0º 21' 44" WEST, 18.69 FEET AND ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 222.00 FEET THROUGH AN ANGLE OF 82º 13' 05", AN ARC LENGTH OF 318.57 FEET TO THE WESTERLY LINE OF FIRST SAID PARCEL; THENCE ALONG LAST SAID LINE NORTH 0º 21' 44" EAST, 242.28 FEET TO THE NORTHERLY LINE OF FIRST SAID PARCEL; THENCE ALONG LAST SAID LINE SOUTH 88º 33' 16" EAST 191.97 FEET TO THE POINT OF COMMENCEMENT.

APN: 905-0001-006-03 (Parcel One of Parcel A), 985-0027-005 (Parcel Two of Parcel A), 985-0027-002 (Parcel B) and 985-0027-004 (Parcel C)

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 Texas)
) ss.
County of HARRIS)

On JUNE 21, 2024 before me, MELISSA CAO, a Notary Public, in and for said State and County, personally appeared LINGYUN SUN, 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA CAO
Notary Public, State of Texas
Comm. Expires 07-31-2027
Notary ID 130316308

NOTARY PUBLIC

5533936.6

5533936.10

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: July 16, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Fallon 580 Project (PLPA-2023-00033)
Prepared by: Crystal De Castro, Senior Planner and Hazel Wetherford, Deputy City Manager

EXECUTIVE SUMMARY:

The City Council will consider a request by GH PacVest, LLC for the Dublin Fallon 580 Project. The proposal includes eliminating the Public/Semi-Public land use designation, converting 42.6 acres designated Open Space to Parks/Public-Recreation, establishing development standards for the future development of 238 residential units and up to 3,299,670 square feet of commercial/campus office use, and subdividing the 192-acre site into 11 parcels. Requested approvals include a General Plan and EDSP Amendment, Planned Development Zoning Stage 1 Development Plan Amendment, Stage 2 Development Plan for the residential use, Vesting Tentative Tract Map 8663, 8666, and 8667, and a Development Agreement. The City Council will also consider an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and:

1) Adopt a Resolution Adopting an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports and Adopting General Plan and Eastern Dublin Specific Plan Amendments to Eliminate the 2.5-Acre Public/Semi-Public Land Use Designation and to Convert Approximately 42.6 Acres of Open Space to the Parks/Public Recreation Land Use Designation;
2) Waive the reading and INTRODUCE the Ordinance Amending the Zoning Map and Approving Amendments to the Planned Development Zoning Stage 1 Development Plan Ordinance No. 32-05 and a Stage 2 Development Plan for 13.7-Acres of Medium-High Density Residential for the Dublin Fallon 580 Project;
3) Adopt a Resolution Approving the Vesting Tentative Tract Maps for the Dublin Fallon 580 Project; and
4) Waive the reading and INTRODUCE the Ordinance Approving a Development Agreement Between the City of Dublin and GH PacVest, LLC Related to the Dublin Fallon 580 Project.

FINANCIAL IMPACT:

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

DESCRIPTION:

Background

The Dublin Fallon 580 property is located within the Fallon Village area in the Eastern Dublin Specific Plan (EDSP). The property extends north of I-580 to Jordan Ranch, east from Fallon Road to just beyond Croak Road. The project site has a band of low-lying hills along the upper third of the site and slopes down to I-580 where the property is generally flat. No grading has occurred to date and there are no existing structures. The site is generally surrounded by existing and future residential uses and Cottonwood Creek School to the north, commercial to the west and future residential, commercial, and industrial uses to the east as shown in Figure 1 and Table 1 below.

Figure 1. Location Map

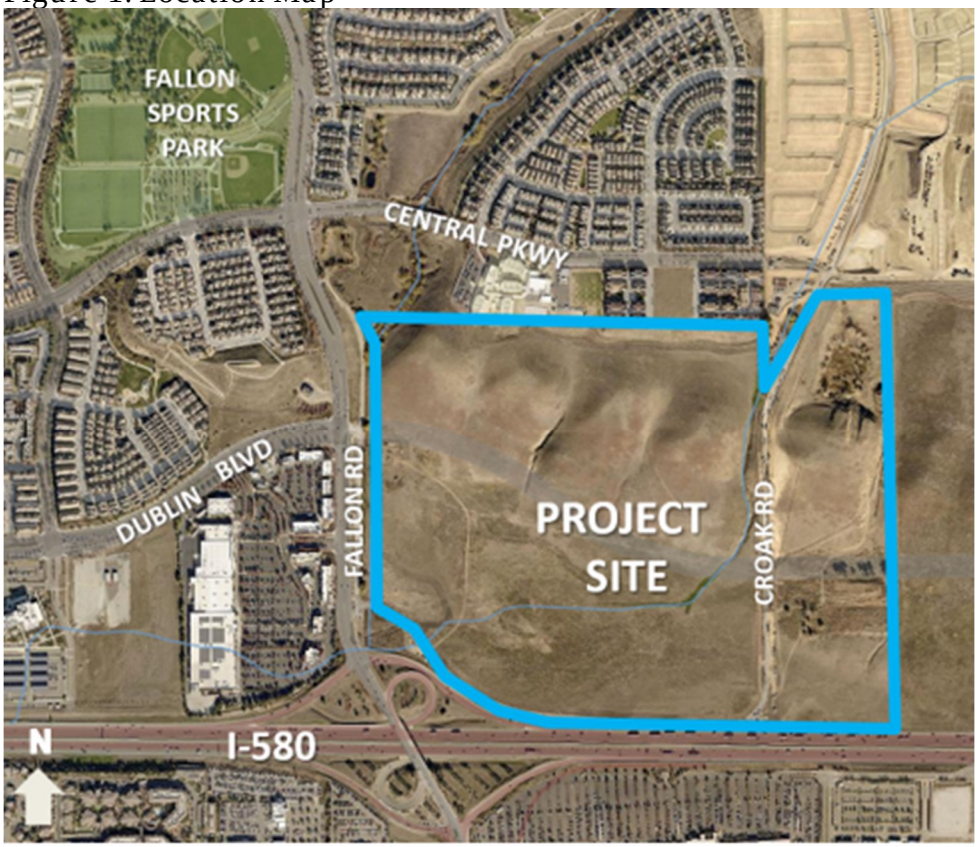
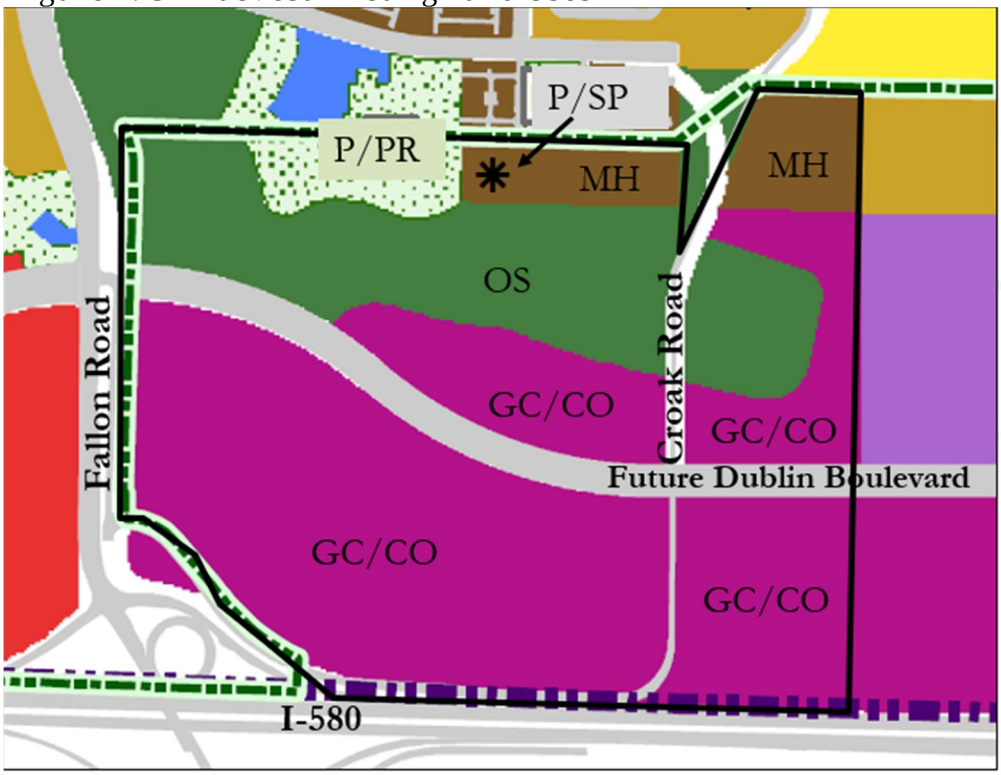


Table 1. Surrounding Uses

Location	Zoning	General Plan Land Use	Current Use of Property
North	Planned Development (PD)	Medium High Density Residential Public/Semi-Public Parks/Public Recreation	Townhomes, Future Neighborhood Square, Cottonwood Creek Park and Cottonwood Creek School
South	--	--	I-580/City of Pleasanton
East	PD	Medium-Density Residential Industrial Park General Commercial/Campus Office	Vacant Land
West	PD	Medium Density Residential Parks/Public Recreation Public/Semi-Public General Commercial	Irongate Neighborhood, Sunrise Nature Park, DSRSD Utility, Falllon Gateway Shopping Center

The project site has General Plan and EDSP land use designations of Medium-High Density Residential, General Commercial/Campus Office, Park/Public Recreation, Open Space, and Public/Semi-Public as shown in Figure 2 below.

Figure 2. GH PacVest Existing Land Uses



On May 18, 2021, the City Council approved a Fallon East Economic Development Zone (EDZ) and

incentives package for properties east of Fallon Road along the Dublin Boulevard Extension, including the project site. The EDZ encourages investments in targeted industry sectors prioritized by the City Council, including "Med-Tech" and "Bio-Tech" companies and startups.

On September 5, 2023, the City Council adopted Resolution No. 101-23, approving the initiation of a General Plan Amendment Study to evaluate eliminating the 2.5-acre Public/Semi-Public land use designation and converting the Open Space land use designation to Parks/Public Recreation and proposed Development Agreement Deal Terms.

Proposed Project

The Applicant has requested approval of the following:

- An amendment to the General Plan and Eastern Dublin Specific Plan to eliminate the Public/Semi-Public land use designation and convert 42.6 acres designated as Open Space to Parks/Public Recreation.
- An amendment to an existing Planned Development Zoning Stage 1 Development Plan for the future development of 238 residential units and approximately 3,299,670 square feet of commercial/campus office use.
- A Stage 2 Development Plan to establish development regulations for the residential use.
- Vesting Tentative Tract Map Nos. 8663, 8666, and 8667 to subdivide the 192-acre site into 11 parcels to accommodate proposed residential, commercial/campus office, parks, and open space use.
- A Development Agreement.

There is no development proposed at this time. A Site Development Review Permit is required for any future development with approval by the Planning Commission at a public hearing. Table 2 provides a comparison of existing and proposed land use designations and proposed development densities.

Table 2. EDSP Existing and Proposed Land Use Designations and Densities

	Existing		*Proposed*	
Land Use Designation	Gross Acres[1]	*Density Range*	Gross Acres[1]	*Density*
Medium-High Density Residential	13.7	14.1-25 du/ac (193-342 units)	13.7	17.4 du/ac (238 units)
General Commercial/Campus Office	126.3	.20-.80 FAR (1,101,196 - 4,404,787 SF)	126.25	.20-.80 FAR (1,101,196 - 4,404,787 SF)[2]
Parks/Public Recreation (Community Park)	7.2		7.22	
Parks/Public Recreation (Nature Community Park)	--		42.59	
Open Space	44.9		2.28	
Public/Semi-Public[3]	2.5	30 du/ac (74 units)	0	
Total	192.1[1]		192.04	

[1]Acreages from prior General Plan, Specific Plan, and PD1 approvals were based on assumed boundary limits. Proposed Acreages reflected in this application have been updated to match resolved boundary survey data dated January 2017. [Note the discrepancy in total acreages]
[2]The Addendum to the Final Environmental Impact Report for this proposed project studied a development capacity of 0.6 Floor Area Ratio (FAR) (3,299,670 SF).
[3]The Public/Semi-Public is an overlay designation and does not add to the total acres.

It is important to note that the proposed project is not increasing the amount of allowable residential units or commercial square footage from what was previously identified for this area under the General Plan and Eastern Dublin Specific Plan.

Analysis

General Plan and Eastern Dublin Specific Plan Amendments
On September 5, 2023, the City Council authorized the initiation of a General Plan and Eastern Dublin Specific Plan Amendment Study (Resolution 101-23) to eliminate the 2.5-acre Public/Semi-Public land use designation and convert approximately 42.6 acres of Open Space to Park/Public Recreation on the project site. The following is a discussion of those proposed amendments.

Public/Semi-Public Land Use
The Fallon Village project originally envisioned a mixed-use commercial area along Central Parkway, known as the Fallon Village Center. This commercial area was to be supported by a mix of commercial, Semi-Public, and residential uses. The General Plan and EDSP assigned a 2.5-acre Semi-Public land use overlay on the Medium-High Density residential site adjacent to Cottonwood

Creek Park and School. The final location of this site was to be determined at the time of the Planned Development Zoning Stage 2 Development Plan. On June 15, 2021, the City Council adopted a General Plan and EDSP Amendment to change the land use designation of the 2.5 acres of this property from Semi-Public to Public/Semi-Public. This amendment allowed a broader range of uses, including the potential for affordable housing development by a non-profit entity.

However, the plan for the Fallon Village Center has changed over time and no longer includes a commercial component. The Public/Semi-Public use in this area has been achieved through designating the site for the Cottonwood Creek School; therefore, the Applicant proposes to eliminate the Public/Semi-Public land use enabling more flexibility regarding the product type proposed on the Medium-High Density Residential site. While this would not increase the overall number of units on the site, it would enable them to spread those units across a larger area, resulting in a lower density product type.

Housing Element

The 2023-2031 Housing Element identifies this site as an opportunity site that can accommodate 74 lower-income affordable units. The "No Net Loss" law prevents local governments from downzoning or eliminating opportunity sites after adopting their Housing Element without finding alternative sites within the City that can accommodate those units. The City is in coordination with the Alameda County Surplus Property Authority to support development at the Dublin Transit Center which includes a site that is already identified as an opportunity site in the Housing Element (Assessor Parcel Number 986-0034-012-00). This site has a surplus of units that can serve as an opportunity site to accommodate these 74 units. A finding in support of locating these units at the Transit Center is included in Attachment 1.

Open Space to Parks/Public Recreation

The City identified a parkland deficit of approximately 50 acres resulting from new population data from the US Census and Housing Element. The majority of this deficit is in the nature community parkland category. On September 5, 2023, the City Council amended the Dublin Municipal Code (Ordinance 05-23) to shift parkland dedication categories from Community Parkland to Nature Community Parkland to address the City's deficit with the addition of nature parks.

The proposed conversion of Open Space to Parks/Public Recreation helps address the City's parkland deficit by providing an additional 42.6+/- acres of Nature Community Parkland. The site will accommodate a future nature park designed for low impact use with hiking and walking trails. As part of the proposed Development Agreement deal terms, Staff has negotiated with the Applicant to dedicate this land to the City to address the City's parkland deficit.

The draft City Council resolution approving the General Plan Amendment (GPA) and EDSP Amendment (EDSPA) is included as Attachment 1.

Planned Development Zoning

The project site has existing Planned Development Zoning (Ordinance No. 32-05) with a Stage 1 Development Plan and a Stage 2 Development Plan (Ordinance 13-08). Among other things, the Stage 1 Development Plan established the specific residential, commercial, and campus office uses

that are permitted by right, conditionally permitted, and prohibited as well as the overall allowed development density and intensity. The proposed project includes an amendment to the existing Stage 1 Development Plan and approval of a Stage 2 Development Plan for the residential portion of the project.

The proposed amendment to the Stage 1 Development Plan is limited to amending the land use designations to be consistent with the proposed GPA/EDSPA, design standards for retaining walls and street sections, and updating the development assumptions for the General Commercial/Campus Office area. No other changes to the Stage 1 Development Plan are proposed.

The Stage 2 Development Plan builds off the existing Stage 1 Development Plan and includes development regulations (i.e. setbacks, height, parking, etc.), architectural and landscape standards, inclusionary housing requirements, and a conceptual site plan for the residential area. An overview of the Stage 2 Development Plan, including the Site Plan (Figure 3), is provided below.

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

Figure 3. Planned Development Stage 2 Site Plan



Residential Development Standards

The Stage 1 Development Plan includes development standards for the Medium-High Density Residential areas and allows them to be modified through a Stage 2 Development Plan. New development standards are proposed for the Medium-High Density Residential area supporting multi-family residences of various sizes and styles. The proposed Residential Development Standards are provided in Table 3 below. A complete list of all development standards is included in the proposed Planned Development Ordinance in Attachment 2.

Table 3. Residential Development Standards

Criteria	Medium-High Density
Product Type	Attached Product, Townhome, Condominium
Maximum Building Height(4)(12)	40'
Maximum Stories	3
Minimum Setbacks (1)(2)(4)(6)	
Front setback-Porch/Living to right of way (ROW)	5'
Rear Setback-garage to back of curb property line (P/L)	3'
Rear setback-balcony/deck to back of curb P/L (2nd/3rd story)	0.5’
Side setback-Bldg end to ROW or P/L	4’
Minimum Building Separation (2)(3)(4)	
Bldg. to Bldg.-Paseo (Front)	18.5’
Bldg. to Bldg.-End	10’
Bldg. to Bldg.-Garage (Rear)	30’
Minimum Drive Aisle-with Aerial Fire Access	26’
Minimum Drive Aisle-No Aerial Fire Access	22’
Parking Spaces Required Per Home (11)	2 covered, plus 1 guest parking space for 95% of the units
Minimum Usable Private Open Space (SF) (7)	60 S.F. of private outdoor balcony, deck, patio space with 6’ minimum dimension

Notes:

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

(2) See following “Typical Plotting Concept” exhibits for graphic depiction of above standards.

(3) Items such as, but not limited to air conditioning condensers, porches, chimneys, bay windows, retaining walls less than 4' in height, media centers, etc. may encroach 2' into the required setback of one side yard, provided a minimum of a 3' flat and level area is maintained for access around the house.

(4) Setbacks are subject to Building Code requirements for access.

(5) Maximum height of a front yard courtyard wall shall be 30" maximum (solid wall) or 42" maximum (transparent/fence).

(6) Patios / Private outdoor open space may encroach into the Front or Side Setback by up to 3’.

(7) Retaining walls up to 4' high may be used to create a level usable area. Retaining walls in excess of 4' to create usable area are subject to review and approval of the Community Development Director. Retaining walls over 30" in height are subject to safety criteria as determined by the Building Official.

(8) Curbside parking may be counted toward required number of guest spaces. Two covered side-by-side spots shall be provided. Tandem spaces may not be utilized to meet the parking requirement.

(9) Accessory Structure Setbacks will follow the City of Dublin Zoning Ordinance, Chapter 8.40: Accessory Structures and Uses Regulations.

(10) A low wall (30" or less) may encroach into the site line area. No solid structure above 30" shall be allowed; porch columns excluded.

(11) Adjustments to the parking requirements shall be subject to Dublin Municipal Code 8.76.05.
(12) Refer to Dublin Municipal Code 8.36.110 for height exceptions.

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

The proposed architectural guidelines for the residential area focus on the following proposed architectural styles: Traditional Farmhouse, Modern Farmhouse, Contemporary, Contemporary Spanish, and Modern French Country. The residential guidelines seek to develop an interesting mix of plans and elevation styles and to ensure balanced and varied streetscapes. To achieve this, requirements for varied elevations, colors, and massing are included as well as criteria for building form and articulation, roof, window, and door details, garage design and placement, and building materials and finishes. The architectural guidelines are included as Attachment 3.

The proposed landscape guidelines are intended to complement and enhance project architecture throughout the development. The emphasis for the Dublin Fallon 580 property is to create a well-designed development through choices and arrangement of materials, colors, and textures. The overall landscape theme provides vibrant, flowering plant material that complements architecture and provides seasonal color while encouraging pedestrian access and connectivity to and from adjacent uses and activities. The landscape design guidelines are included as Attachment 4.

Inclusionary Zoning Regulations
The Zoning Ordinance requires the Planned Development Zoning address the provisions for inclusionary housing. The proposed Stage 2 Development Plan requires the future residential project to comply with the then current Inclusionary Zoning Regulations, as does the Development Agreement. The draft Ordinance adopting the Planned Development Zoning Stage 1 Development Plan Amendment and Stage 2 Development Plan is included as Attachment 2.

Vesting Tentative Tract Maps
The proposed project includes a request for Vesting Tentative Tract Map Nos. 8663, 8666, and 8667. Map No. 8663 would subdivide the 192-acre project site into 11 parcels, while Vesting Tentative Tract Map Nos. 8666 (Parcel 7) and 8667 (Parcel 8) would create the residential parcels, as shown in Table 4 below:

Table 4. Overview of Parcels

Parcel	Parcel Size (acres) [1]	Land Use	Proposed use
1	74.1	General Commercial/Campus Office	Commercial/Office
2	17.43	General Commercial/Campus Office	Commercial/Office
3	20.16	General Commercial/Campus	Commercial/Office

Parcel	Parcel Size (acres) [1]	Land Use	Proposed use
		Office	
4	33.40	Park/Public Recreation	Nature Community Park
5	7.22	Park/Public Recreation	Community Park
6	9.19	Park/Public Recreation	Nature Community Park
7	6.50	Medium-High Density Residential	Residential
8	7.22	Medium-High Density Residential	Residential
9	12.30	General Commercial/Campus Office	Commercial/Office
10	2.28	Open Space	Water Quality Facility for Residential Parcel
11	1.95	General Commercial/Campus Office	Water Quality Facility for Residential Parcel

[1] The acreages from EDSP were based on assumed boundary limits. Proposed acreages reflected in this application have been updated to match resolved boundary survey data.

Access to the site is currently provided from Croak Road through Central Parkway. Once developed, primary access to the northern portion proposed for residential will be accessed through private streets from Central Parkway and the southern portion proposed for commercial/office will be accessed via the future Dublin Boulevard Extension. As part of the proposed map, a portion of the property would be dedicated for the future extension of Dublin Boulevard located north of Parcel 1 and 3. The dedication includes up to 200+/- feet of right-of-way plus a 10-foot public service easement on both the north and south side of the road, consistent with the proposed roadway improvement plans. The applicant would dedicate right of way and provide public street improvements on Pandora Way and Central Parkway to serve the residential developments. The Applicant is required to provide a 12-foot-wide access road to the Nature Community Park from Parcel 10 and Parcel 11 for City maintenance purposes. The Vesting Tentative Tract Maps and associated details are included as Attachment 6.

Development Agreement

The Applicant has requested approval of a Development Agreement for the project. The Development Agreement would provide security to the Applicant that the City will not change its zoning and other laws applicable to the project for a stated period of time. Additionally, it is a mechanism for the City to obtain commitments from the Applicant that the City might not otherwise be able to obtain. The main points are highlighted below:

- *Project Grading*

  To accommodate the grading necessary on the property for future development, the Applicant/Property Owner can grade the entirety of the parcel prior to the construction of the Dublin Boulevard Extension. If grading has not commenced prior to the construction of the Dublin Boulevard Extension, a slope easement adjacent to the Dublin Boulevard

frontage shall be dedicated.

- *Affordable Housing*

  The Applicant/Property Owner is required to satisfy its affordable housing obligation through compliance with the City's current Inclusionary Zoning Regulations (Chapter 8.68 of the Dublin Municipal Code).

- *Dublin Boulevard Right-of-Way Dedications*

  The Applicant/Property Owner is required to dedicate land to support the Dublin Boulevard Extension no later than three years from the approval date of the Vesting Tentative Tract Map. As part of the Dublin Boulevard Extension project, the City agrees to design and construct a dedicated intersection into the project and in turn the Applicant/Property Owner agrees to reimburse the City for the direct design and paving costs.

- *Community Facilities District for Service and Maintenance of Public Improvements*

  The Applicant/Property Owner is required to cooperate with the formation of a *Community Facilities District* (CFD) for the purpose of financing the services and maintenance of public facilities/improvements constructed by the Applicant/Property Owner. Public facilities/improvements include all public streets (including storm drain systems, streetlights, and other street appurtenances) within Parcels 7 and 8 (future residential tracts), as shown on the Vesting Tentative Tract Map 8663, 8666, and 8667.

- *Eastern Dublin Transportation Impact Fee Credits*

  The Development Agreement restricts the Applicant/Property Owner from using or applying any Eastern Dublin Transportation Impact Fee (EDTIF) credits that they have purchased or transferred from any other credit-holder to satisfy the Developer's EDTIF obligations.

- *Dublin Boulevard Extension Project Mitigation*

  The Applicant/Property Owner is required to work with the City of Dublin to mitigate direct impacts on special status species in the areas south of the future Dublin Boulevard Extension project.

- *Nature Community Parkland*

  The Applicant/Property Owner is required to dedicate approximately 42.6 acres of Open Space to the City for a cost of $653,400 per acre. Should the City Council approve the conversion of the Open Space land use designation to Parks/Public Recreation, the land will then serve as a Nature Community Park with hiking and walking trails. This action will help address the City's parkland deficit.

- *Public Improvements*

  The Applicant/Property Owner is required to complete transportation improvements, including improvements to Fallon Road, Croak Road, and the construction of new internal public and private streets.

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

Development Agreement itself as Attachment 8.

Consistency with the General Plan, Specific Plan and Zoning Ordinance

The proposed project is consistent with the City of Dublin General Plan and EDSP as proposed to be amended, and the Dublin Zoning Ordinance because the proposed zoning and land division will allow for the implementation of Parks, Open Space, Medium-High Density Residential, and General Commercial/Campus Office land uses within the project area, which has been designated for such uses.

Airport Influence Area (AIA)/Overlay Zoning District

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

All permitted and conditionally permitted uses set forth in a Planned Development Zoning District that was adopted and in effect prior to August 2012 are considered to be "Existing Land Uses" pursuant to the Livermore Municipal Airport Land Use Compatibility Plan (ALUCP). The Alameda County Airport Land Use Commission has no authority over existing land uses unless changes to an existing land use results in an increase of nonconformity with ALUCP policies. The proposed amendment to the General Plan and EDSP includes eliminating the 2.5-acre Public/Semi-Public land use designation and converting 42.60 +/- acres of Open Space to Parks/Public Recreation. The Livermore Municipal Airport ALUCP allows Recreational Land Uses in Safety Zone 6 with no limit to intensity (people/acre). Therefore, the change in land use would be consistent with the ALUCP.

Local Transportation Analysis

The City of Dublin Transportation Impact Analysis (TIA) Guidelines require a Local Transportation Analysis (LTA) for all General Plan Amendments to evaluate potential impacts on the circulation network focusing primarily on local access and circulation in proximity to a project site. Per the TIA Guidelines, this analysis is required for conditions of approval and is outside the CEQA review process. Although the requested entitlements do not allow for the inclusion of conditions of approval for the commercial/office portion of the project, an LTA was completed to evaluate ultimate build out. The recommended improvements include a left turn lane at the northbound and westbound Dublin Boulevard/Fallon Road intersection and adjusting signal timing and cycle lengths at four intersections as outlined in the LTA. These improvements will be considered with future Site Development Review Permit(s). The LTA is included as Attachment 9 with the Appendices available for review on the City's Development Activity webpage under the Dublin Fallon 580 Project: https://dublin-development.icitywork.com/.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. Prior CEQA analysis for

the project area includes: 1) the East Dublin General Plan and Specific Plan Environmental Impact Report (EIR) (1993), 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002), and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs." Pursuant to CEQA Guidelines and using the City's Initial Study Checklist, the City assessed whether any further environmental review is required for the proposed project and determined that an Addendum to the EDSP EIRs is the appropriate CEQA review. The Addendum is included as Attachment 10.

The General Commercial/Campus Office land use designation includes a FAR range of 0.20 to 0.80. The previous environmental documents studied the potential impacts of development at an intensity of 0.28 FAR. An updated CEQA analysis was conducted with this project to include analysis of the potential impacts of development at an intensity of 0.6 FAR. The analysis found the 0.6 FAR to be consistent with the anticipated impacts (e.g., traffic and air emissions) in the previous EDSP EIRs.

PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing on June 11, 2024. Five individuals provided public comment, two individuals in support of the project and three individuals against the project. In addition, the Planning Commission received five written comments (Attachment 11). The Planning Commission adopted Resolution No. 24-05 unanimously recommending the City Council approve the project (Attachment 12). The Planning Commission also recommended the City Council consider removing the Contemporary architectural style from the Planned Development Residential Guidelines because they felt it was not consistent with the surrounding development.

The City and the City's CEQA and Traffic consultants prepared responses to the CEQA and traffic-related comments received from the two primary written comment letters, which is included as Attachment 13. Additionally, the applicant elected to also provide a response to the comment letters, which is included as Attachment 14.

PUBLIC OUTREACH:

Three City-led Community Meetings were held on March 27, March 28, and April 3, 2024, to provide Dublin residents with information about the proposed Dublin Fallon 580 Project. In addition to Staff and the Applicant, nine residents attended the meeting on March 27; 33 residents attended on March 28; and eight residents attended on April 3. Staff provided a presentation that included an overview of the City's development review process and the proposed project. Questions were asked about affordable housing, traffic impacts, rodent control, off-site wetland mitigation, views, use of union labor, and the proposed Nature Community Park.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin
Strategic Objective 1C: Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Blvd. Extension.

NOTICING REQUIREMENTS:

In accordance with State law, a Public Notice was mailed to all property owners and occupants within 300 feet of the subject property. A Public Notice was also published in the *East Bay Times* and posted at several locations throughout the City. To date, the City has received some written comment on the project for this City Council hearing (Attachment 15). A Planning Application sign was posted on the project site and the project was also included on the City's Development Projects webpage. A copy of this Staff Report was posted on the City's website and provided to the Applicant.

ATTACHMENTS:

1) Adopting an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports and Adopting General Plan and Eastern Dublin Specific Plan Amendments to Eliminate the 2.5-Acre Public/Semi-Public Land Use Designation and to Convert Approximately 42.6 Acres of Open Space to the Parks/Public Recreation Land Use Designation
2) Ordinance Amending the Zoning Map and Approving Amendments to the Planned Development Zoning Stage 1 Development Plan Ordinance No. 32-05 and a Stage 2 Development Plan for 13.7-Acres of Medium-High Density Residential for the Dublin Fallon 580 Project
3) Exhibit A to the Ordinance - Architectural Design Guidelines
4) Exhibit B to the Ordinance - Landscape Design Guidelines
5) Resolution Approving the Vesting Tentative Maps for the Dublin Fallon 580 Project
6) Exhibit A to the Resolution - Vesting Tentative Tract Maps
7) Ordinance Approving a Development Agreement Between the City of Dublin and GH PacVest, LLC Related to the Dublin Fallon 580 Project
8) Exhibit A to the Ordinance - Development Agreement
9) Local Transportation Analysis
10) CEQA Analysis in Support of the Addendum to the Eastern Dublin Specific Plan EIR
11) Planning Commission Public Comment Letters Received
12) Planning Commission Resolution No. 24-05
13) City response to CEQA and Traffic Impact Analysis comments
14) GH PacVest response to the CEQA and Traffic Impact Analysis comments
15) City Council Public Comment Letters

Agenda Item 5.5

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Tri-Valley Haven Shelter Rebuild and Expansion Project
Prepared by: Shaun Chilkotowsky, Parks & Community Services Manager

EXECUTIVE SUMMARY:

The City Council will consider allocating $278,289 in available grant funds from the Community Development Block Grant (CDBG) Urban County Capital Project Pool to rebuild the Tri-Valley Haven Domestic Violence and Homeless Shelter. The project will include expanding the shelter from 30 to 45 beds.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Allocation of CDBG Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project.

FINANCIAL IMPACT:

The $278,289 grant is funded by the CDBG Capital Project Pool administered by Alameda County Housing and Community Development Department on behalf of Urban County cities, including Dublin.

DESCRIPTION:

Background
Tri-Valley Haven's domestic violence and homeless shelter has operated in the Tri-Valley region for over 40 years. The shelter is the only confidential domestic violence shelter in the region and the only one that offers shelter to families with teenage boys. In recent years, Tri-Valley Haven has turned families away because the shelter is at capacity. In 2022, maintenance issues resulted in Tri-Valley Haven reducing capacity by 14 beds, so they rented a home temporarily to maintain a 30-bed capacity. Tri-Valley Haven has prioritized a capital campaign to ensure shelter operations continue to meet the needs of residents of the Tri-Valley.

Project Proposal
The shelter rebuild project will include the full demolition of the existing shelter and a complete

rebuilding of the current site. The project will also increase the shelter's capacity from 30 to 45 beds in one single-story building. As of July 2024, the total project cost is estimated at $9.2 million, with $8.2 million in funding secured by Tri-Valley Haven. The secured funding includes $240,205 from the Fiscal Year 2023-24 CDBG Urban County Capital Project Pool that the City Council approved in September 2023. The total contribution from the City of Dublin, utilizing CDBG Urban County Capital Project Pool funding, would be $518,494 should the additional $278,289 be awarded. Additional funding sources include Alameda County, the City of Livermore, the City of Pleasanton, Measure A, and various private entities.

Alameda County Urban County CDBG Program

The City of Dublin participates in Alameda County's Urban-County CDBG Program, along with the cities of Albany, Emeryville, Newark, and Piedmont, which are known as the "Urban County Cities," along with the unincorporated areas of Alameda County.

Each year, Alameda County has an estimated $330,000 available in the Capital Project Pool accessible to Urban County Cities. Following receipt of Tri-Valley Haven's request for grant funding, Dublin Staff submitted a request to Alameda County on July 1, 2024 for Fiscal Year 2024-25 CDBG capital funding. The Alameda County Urban County Technical Advisory Committee approved the request at its July 16, 2024 meeting.

The funding request will be incorporated into the annual agreement between the City of Dublin and Alameda County, covering all Human Service CDBG programs and projects. The Fiscal Year 2024-25 agreement is scheduled for approval by the Alameda County Board of Supervisors in September 2024.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and Tri-Valley Haven was provided a web-link to the Staff Report.

ATTACHMENTS:

1) Resolution Approving the Allocation of CDBG Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE ALLOCATION OF CDBG FUNDING FOR THE TRI-VALLEY HAVEN SHELTER REBUILD AND EXPANSION PROJECT

WHEREAS, the City of Dublin received a Human Services Program grant request from Tri-Valley Haven for $278,289 in CDBG Capital Funding for the rebuild and expansion of its Domestic Violence and Homeless Shelter; and

WHEREAS, on July 16, 2024, the Alameda County Urban County Technical Advisory Committee approved the City of Dublin's request for CDBG Capital Funds to support the project; and

WHEREAS, the CDBG Capital Funding will be incorporated into the City of Dublin and Alameda County Fiscal Year 2024-25 Agreement that incorporates all CDBG funded programs and projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby take the following actions:

1. Approve $278,289 in CDBG Capital Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project; and

2. Direct Staff to work with the County of Alameda as required on the CDBG funding guidelines; and

3. Authorize the City Manager to execute agreements with the County of Alameda for use of CDBG funds and the funding agreement with Tri-Valley Haven and take such further actions as may be necessary or appropriate to carry out the City Council's obligations pursuant to this Resolution.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Camp Parks Sign and Guard Shack Rehabilitation and Relocation Project CIP No. PA0121 – Determination of Non-Responsive Bid
Prepared by: Shaun Chilkotowsky, Parks & Community Services Manager

EXECUTIVE SUMMARY:

The City Council will consider determining that no responsive bids were received, in accordance with the Public Contract Code, for the Camp Parks Sign and Guard Shack Rehabilitation and Relocation Project, CIP No. PA0121. Accordingly, per the Public Contract Code and without the need for additional competitive bidding, Staff will negotiate a suitable contract for the Project and seek City Council approval at a future meeting.

STAFF RECOMMENDATION:

Adopt the **Resolution** Determining No Responsive Bids Were Received for the Camp Parks Sign and Guard Shack Project, CIP No. PA0121, and authorize Staff to negotiate a suitable contract for the project in accordance with Public Contract Code Sections 20166.

FINANCIAL IMPACT:

As approved in the 2024-2029 Capital Improvement Program (CIP), the total budget for the Camp Parks Sign Project is $500,450, funded by the Public Art Fund. There is no financial impact associated with rejecting a non-responsive bid for construction of the Project.

DESCRIPTION:

The 2024-2029 Capital Improvement Program (CIP) includes the Camp Parks Sign and Guard Shack Rehabilitation and Relocation Project (formally known as the Camp Parks Sign Project), CIP No. PA0121 (Attachment 2). In March 2022, the City Council approved a Memorandum of Agreement (MOA) memorializing the collaboration between the City of Dublin and Parks Reserve Forces Training Area (PRFTA)/Fort Hunter Liggett (FHL) regarding the project. The MOA provides for the City to fund the design and construction of the project and for PRFTA/FHL to continue to own and maintain the sign as it is located on federal land. The MOA also includes

language to ensure public access to the sign for a period of 10 years.

Sign and Guard Shack Background

Camp Parks was first established as a military base in World War II. The area was unofficially known as "Fleet City" and included Camp Parks (1942-46), a training and deployment center for the United States Navy's Construction Battalions ("Seabees"); Camp Shoemaker (1943-46), a Navy personnel distribution and separation center; and Shoemaker Naval Hospital (1943-46), one of several Navy installations around the country where women were accepted as enlisted personnel and as officers.

In 1944, as a U.S. Navy Seabee ordered to Camp Parks during World War II, Bruce Goff designed the Camp Parks entrance sign and attached guard shack. The current physical location of the sign and guard shack is at the original entrance to Camp Parks, which is now closed, although the sign can be seen when traveling along Dougherty Road just north of Scarlett Drive.

In 1998, the U.S. Army evaluated the Camp Parks entrance sign and determined it eligible for listing on the National Register of Historic Places. In 1999, the State Historic Preservation Officer, Office of Historic Preservation, concurred with this assessment. Also in the late 1990s, PRFTA and FHL began investigating restoring the sign and guard shack. That work included environmental reviews, hazardous material sampling, and historical and cultural resource impact evaluation. The new location for the sign is adjacent to the new PRFTA entrance at Dougherty Road and Camp Parks Boulevard, just outside the Dublin Camp Parks Military History Center.

Since approximately April 2022, the City of Dublin has been working collaboratively with PRFTA Staff and a historical architecture firm to develop plans and specifications for the project. In May 2024, final plans and specifications were completed, and the project was put out to bid.

Bid Process and Results

The City of Dublin issued a bid package for the Camp Parks Sign and Guard Shack Rehabilitation and Relocation Project on May 1, 2024. The bid package consisted of one base bid item and one bid alternate item. The project was posted through all traditional channels, including local newspapers, the City of Dublin Online Planroom, local builders' exchanges, the City website, and direct contact from City Staff to local contractors. Two mandatory pre-bid meetings were held, the first on May 16, 2024, with one contractor attending, and the second on May 29, 2024, with two contractors attending.

On June 13, 2024, the City of Dublin held the public bid opening, receiving one bid from La Roza Construction, Inc., for a base bid amount of $403,485 and no bid for the bid alternate item. A review of La Roza Construction, Inc.'s bid package identified that items were missing and there were issues with compliance. This includes not affixing the corporate seal to the bid proposal, failing to properly complete the subcontractor form in the bid documents issued for the project, and failing to fully complete the bid form issued for the project by not including pricing for the bid alternate item. Staff believes these omissions result in a non-responsive bid by La Roza Construction, Inc.

Additionally, La Roza Construction, Inc. indicated in the statement of Bidder Qualifications that

they had not completed the minimum number of projects required in the project bid documents. Specifically, the Notice Inviting Bids and Bidder's Questionnaire stipulated that bid proposals submitted by general contractors who have not completed two qualifying projects within the past seven years shall be deemed non-responsive and therefore rejected. In response to a question in the Bidder Qualification Section, Section C-1, La Roza Construction, Inc. indicated that they have not completed two qualifying projects within the past seven years.

In deeming the bid non-responsive, the City will have received no bids for the project, and the City may have the project done without further compliance with the Public Contract Code.

Next Steps

If authorized by the City Council, the City Manager or designee will proceed with soliciting capable contractors and negotiating a proposal for project construction. Staff anticipates being able to negotiate pricing, schedule, and contract terms with a qualified contractor and returning to City Council for project award in the coming months.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Determining No Responsive Bids Were Received for the Camp Parks Sign and Guard Shack Project, CIP No. PA0121
2) CIP No. PA0121

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DETERMINING NO RESPONSIVE BIDS WERE RECEIVED FOR THE CAMP PARKS SIGN AND GUARD SHACK PROJECT, CIP NO. PA0121

WHEREAS, Staff prepared plans, specifications, and bid documents for the Camp Parks Sign Project, PA01221; and

WHEREAS, in accordance with Dublin Municipal Code, California Public Contract Code, and other applicable laws, City Staff solicited bids for the Project; and

WHEREAS, on June 13, 2024, one bid was received from La Roza Construction Inc., and publicly opened in accordance with applicable law; and

WHEREAS, during review of the bid package from La Roza Construction Inc., the bid was deemed non-responsive.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby determine no responsive bids were received for the Camp Parks Sign Project, CIP No. PA0121, and in accordance with the Public Contract Code, without the need for additional competitive bidding, authorize Staff to negotiate a suitable contract for the Project and seek City Council approval at a future meeting.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number – PA0121 **CAMP PARKS SIGN** **Program – PUBLIC ART**

PROJECT DESCRIPTION

This project includes the restoration and relocation of the historic Camp Parks entrance sign from its current location at approximately 201 Dougherty Road to the new entrance at Camp Parks Boulevard and Dougherty Road. The original sign was constructed by artist/architect Bruce Goff in the 1940s and is eligible for the National Register. Rehabilitation will be in accordance with standards and guidelines per the U.S. Department of the Interior National Park Service.

PROJECT TIMELINE: The design process began in winter 2022. Construction will begin in 2024.

ANNUAL OPERATING IMPACT: None. Ongoing maintenance will be provided by Camp Parks.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$24,450							$25,450
9200 – Contract Services	$165,00							$165,000
9400 – Improvements	$300,000							$300,000
9500 – Miscellaneous	$10,000							$10,000
TOTAL	**$500,450**							**$500,450**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2801 – Public Art Fund	$500,450							$500,450
TOTAL	**$500,450**							**$500,450**

Agenda Item 5.7

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Tract 8647 Francis Ranch – Final Map Notice and Agreement for Long Term Encroachment for Landscape Features
Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will receive a notification of the City Engineer's pending approval of the Final Map for Tract 8647, Francis Ranch. The City Council will consider approving the Agreement for Long Term Encroachment for Landscape Features for Tract 8647, Francis Ranch.

STAFF RECOMMENDATION:

Receive the notification and adopt the **Resolution** Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8647, Francis Ranch.

FINANCIAL IMPACT:

There is no impact to the General Fund. All costs associated with the agreements are borne by the developer.

DESCRIPTION:

The Francis Ranch development (formerly known as East Ranch) 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 city boundary. The development is being subdivided into six neighborhoods. The developer has prepared a final map, Tract 8647, for Neighborhood 3. In accordance with Chapter 9.24.080 of the City of Dublin Municipal Code, this is notice of the following:

City Engineer's pending decision on the following Final Maps:

Tract	Location	Developer	Number of Units/Lots	Type	Proposed Decision
8647	Francis Ranch, Neighborhood 3	TH East Ranch Dublin, LLC	91 Lots	Single-Family	Approve

Agreement for Long Term Encroachment for Landscape Features
The Agreement for Long Term Encroachment for Landscape Features provides for the Homeowners' Association to maintain project-related landscape and decorative features within the public street rights-of-way along all public streets within the neighborhoods, including landscape plantings, irrigation, sidewalks, street trees, and decorative or stamped pavement. The project conditions of approval require these agreements prior to approval of the final map.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8647, Francis Ranch
2) Exhibit A to the Resolution – Agreement for Long Term Encroachment for Landscape Features with Tract 8647, Francis Ranch
3) Tract 8647 Final Map

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES WITH TRACT 8647, FRANCIS RANCH

WHEREAS, a Vesting Tentative Map for Tract 8563, Francis Ranch was approved by City Council Resolution No. 140-21 on December 7, 2021, with Conditions of Approval; and

WHEREAS, said Conditions of Approval required the developer to construct project-related landscape features within the public street rights-of-way; and

WHEREAS, said Conditions of Approval required the developer to enter into an Agreement for Long Term Encroachment for the maintenance of said landscape features; and

WHEREAS, the developer has executed and filed with the City of Dublin a Tract Improvement Agreement to construct the required Tract improvements, including said landscape features; and

WHEREAS, the developer has executed and filed with the City of Dublin an Agreement for Long Term Encroachment for Landscape Features for Tract 8647, Francis Ranch, attached hereto as **Exhibit A**, which will be recorded against the property concurrently with the Tract 8647 Final Map.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement for Long Term Encroachment for Landscape Features for Tract 8647, Francis Ranch, attached hereto as **Exhibit A** to this Resolution.

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

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 7BC7CCC0-317D-4361-AA6F-DE264D9DA6FE

Recording Requested By:
CITY OF DUBLIN

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Fee Waived per GC 27383

AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES WITH TRACT 8647, Francis Ranch

THIS AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES WITH TRACT 8647 ("Agreement") is made between the City of Dublin ("City") on the one hand, and TH East Ranch Dublin LLC, a California limited liability company (the "Contractor"), and Arroyo Cap IV-3, LLC, a Delaware limited liability company (the "Owner"), on the other hand.

1. **Property:** The subject property is Tract 8647 as filed in Book ____ of Maps at Pages _____, in the Official Records of the County of Alameda, State of California ("Property").

2. **Owner:** Owner is the owner of Tract 8647, Francis Ranch ("Project").

3. **Contractor:** Owner has contracted with Contractor to construct various infrastructure and related improvements consistent with Vesting Tentative Map and Improvement Plans for Francis Ranch Tract 8647, including the Landscape Features (as defined below).

4. **Landscape Features:** Owner or Contractor, as part of the Project, anticipates the construction of Project related landscape features within the City's rights of ways on the following streets within Tract 8647: Murphy Avenue, Doyle Road, Quinn Road, Gallagher Lane, and Margaret Way, (collectively, the "Landscape Features"). Construction details for these Landscape Features are shown on the following plans:

   a. *Improvement Plans for Francis Ranch, Tract 8647 Neighborhood 3,* prepared by MacKay & Somps, approved by the City Engineer on _____; and
   b. *East Ranch – Tract 8647 – Neighborhood 3 Production Home Landscape Plans ,* prepared by Gates +Associates*,* approved by the City Engineer on _____; and

DocuSign Envelope ID: 7BC7CCC0-317D-4361-AA6F-DE264D9DA6FE

The scope of the improvements covered under the agreement is shown on the attached Exhibit "A". For avoidance of doubt, the parties agree that Owner and Contractor are each separately obligated to construct, operate and maintain the Landscape Features in accordance with the provisions of this Agreement. "Developer", as used herein, is the person that actually constructs, operates and maintains the Landscape Features.

5. **Encroachment Permit:** Developer shall apply to the City for an encroachment permit for work to be performed pursuant to this Agreement. The City must grant the encroachment permit for all work to install, operate and maintain the Landscape Features improvements and all the conditions imposed by the City must be consistent with the provisions of this Agreement. If there is a conflict between any provisions of this Agreement and the encroachment permit, the provisions of this Agreement shall prevail over the conditions of the encroachment permit.

6. **Ownership:** Owner shall own all special Landscape Features, including but not limited to sidewalk, plantings, irrigation, street trees, etc.

7. **Operations and Maintenance:** Developer shall maintain and repair all the Landscape Features, including all frontage landscape plantings, irrigation, sidewalks, street trees, and decorative/stamped pavement within the designated areas, in a safe manner consistent with the approved plans to the reasonable satisfaction of the City at its sole cost and expense, including electric power and water cost. Developer will be responsible at its sole cost to replace or repair any Landscape Feature damaged or removed during the maintenance or repair of sewer, water, drainage or utility improvements by the City, Dublin San Ramon Services District or utility company, unless such damage or removal is caused by the negligence, gross negligence or willful misconduct of the City, Dublin San Ramon Services District or utility company. The City will maintain at its sole cost all asphalt concrete pavement, concrete curb and gutter, drainage improvements, traffic signs and striping, and streetlights in the public right of way.

8. **Removal or Relocation:** If future improvements proposed by the City conflict with any of the Landscape Features, the City may remove or reasonably relocate the Landscape Feature to another location within the Property, at its sole cost. If any of the Landscape Features are relocated, the City, Owner, and Contractor will execute a modification to this Agreement to reflect the maintenance and operations at its new location. Provided, however, the City is under no obligation to relocate any of the Landscape Features.

9. **Insurance:** Developer shall obtain and maintain in effect a combined single limit policy of liability insurance not less than one million dollars ($1,000,000) covering the Landscape Features improvements and shall name the City as an additional insured.

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10. **Indemnification:** Developer shall indemnify, defend and hold the City harmless from and against any and all loss, claims, liability damage or expense or cost the City may incur or become liable for or for which a claim is made by a third party, directly arising from the negligence, gross negligence or willful misconduct of Developer arising out of Developer's construction, maintenance or operations of the Landscape Features unless caused by the negligence, gross negligence or willful misconduct of the City, its agents, contractors or employees.

11. **Permanent:** The Landscape Features and the rights appurtenant thereto as set forth in this Agreement shall exist in perpetuity and are appurtenant to the Property.

12. **Right to Assign:** Following the completion of the construction and installation of the Landscape Features, Owner and Developer may assign any or all of their rights, interests and obligations arising under this Agreement to the Homeowners' Association for Tract 8647 or to a successor in interest of Owner (including Contractor) with respect to all or a portion of the Project; provided, however, that no such assignment of the rights interests and obligations under this Agreement shall occur without prior written notice to the City and written approval by the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The City Manager shall consider and decide on any assignment within ten (10) days after Owner's notice thereof, provided all necessary documents and other information are provided to the City Manager to enable the City Manager to assess the assignment.

13. **Successors and Assigns:** Each reference to the "City" in this Agreement shall be deemed to refer to and include the City and all successors and assigns of City. All references to the "Owner" in this Agreement shall be deemed to refer to and include any successors in ownership and title.

14. **Notices:** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given (including messenger or recognized delivery or courier service), upon delivery if given by electronic mail (email) or on the second day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, postage prepaid, and properly addressed as follows:

City:

City of Dublin
100 Civic Plaza
Dublin, California 94568
Fax No. (925) 833-6651
Attn: City Manager

DocuSign Envelope ID: 7BC7CCC0-317D-4361-AA6F-DE264D9DA6FE

Owner:

c/o Arroyo Cap IV-3, LLC, a Delaware limited liability company
Attn: Jeffrey Brouelette
Email: jbrouelette@arroyocapital.com
18575 Jamboree Road, Suite 350
Irvine, CA 92612

Contractor:

TH East Ranch LLC
Attn: Legal Department
Email: legal.notices@trumarkco.com
3001 Bishop Dr. 3100
San Ramon, CA 94583

With a copy to:

Jackson Tidus
Attn: Sonia Lister, Esq.
2030 Main Street, 12th Floor
Irvine, CA 92614

15. **Exhibits:** All exhibits attached to this Agreement are incorporated herein as though they were set forth in full body of this Agreement.

16. **Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

17. **Entire Agreement:** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.

18. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

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Dated this _____ day of _____, 2024.

CITY:

THE CITY OF DUBLIN,
a municipal corporation

By: _____

City Manager

CONTRACTOR:

TH EAST RANCH DUBLIN LLC,
a California limited liability company

By: Tony Bosowski
Tony Bosowski
Name: _____
Title: Authorized Agent
07/08/24 | 10:49 AM PDT
Dated: _____

OWNER:

ARROYO CAP IV-3, LLC,
a Delaware limited liability company

By: Arroyo Cap IV-2, LLC,
a Delaware limited liability company
its sole member

By: Arroyo Capital IV, LLC,
a Delaware limited liability company
its sole member

By: Jeffrey Brouelette
Name: Jeffrey Brouelette
Title: President
Dated: 07/08/24 | 3:36 PM PDT

DocuSign Envelope ID: 7BC7CCC0-317D-4361-AA6F-DE264D9DA6FE



NORTH

0 300 600 1200

SCALE: 1"=600'

LEGEND:

CITY OWNED AND MASTER HOA MAINTAINED SOFTSCAPE & IRRIGATION (AREA = 5,869± SF)

CITY OWNED AND MASTER HOA MAINTAINED HARDSCAPE (AREA = 31,641± SF)

TRACT BOUNDARY

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
PLEASANTON, CA (925)225-0690

FRANCIS RANCH - TRACT 8647
LONG TERM ENCROACHMENT AGREEMENT
EXHIBIT A
DUBLIN, CALIFORNIA

DRAWN BY: MB	JOB NO:19343.NH3	DATE: 5-29-24

SHEET 1 of 2

05-29-2024 11:29am Mike Brill P:\19343-T\DES\OVERALL EXHIBITS\D-EXH - LONG TERM ENCROACHMENT - NH3 - 2024-05-29.DWG

DocuSign Envelope ID: 7BC7CCC0-317D-4361-AA6F-DE264D9DA6FE



NORTH

0 100 200 400

SCALE: 1"=200'

LEGEND:

CITY OWNED AND MASTER HOA MAINTAINED SOFTSCAPE & IRRIGATION (AREA = 5,869± SF)

CITY OWNED AND MASTER HOA MAINTAINED HARDSCAPE (AREA = 31,641± SF)

TRACT BOUNDARY

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
PLEASANTON, CA (925)225-0690

FRANCIS RANCH - TRACT 8647
LONG TERM ENCROACHMENT AGREEMENT
EXHIBIT A
DUBLIN, CALIFORNIA

DRAWN BY: MB	JOB NO:19343.NH3	DATE: 5-29-24

SHEET 2 of 2

05-29-2024 11:29am Mike Brill P:\19343-T\DES\OVERALL EXHIBITS\D-EXH - LONG TERM ENCROACHMENT - NH3 - 2024-05-29.DWG

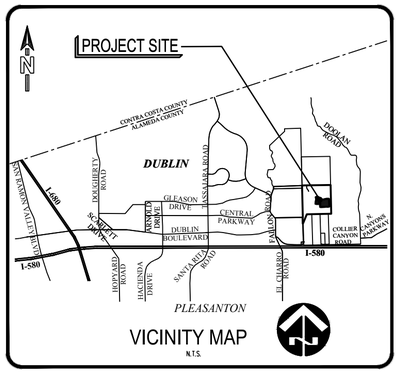
TRACT 8647

FRANCIS RANCH, NEIGHBORHOOD 3
CROAK PROPERTY

A SUBDIVISION OF PARCEL 7 & 12 OF TRACT 8563,
RECORDED IN BOOK 371 PAGES 12 THROUGH 22,
ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, SUITE B
PLEASANTON, CA 94588 (925)225-0690

JULY 2024



OWNER'S STATEMENT:

THE UNDERSIGNED DOES HEREBY STATE THAT HE/SHE/THEY IS/ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE TRACT BOUNDARY LINE OF THIS FINAL MAP ENTITLED: "TRACT 8647, FRANCIS RANCH, NEIGHBORHOOD 3, CROAK PROPERTY", CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT HE/SHE/THEY CONSENT(S) TO THE PREPARATION AND FILING OF SAID MAP; THAT SAID MAP DOES PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY THEIR NUMBER AND PRECISE LENGTH AND WIDTH; AND THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARIES, COURSES, AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE CITY OF DUBLIN FOR PUBLIC PURPOSES:

1. THE REAL PROPERTY DESIGNATED AS MURPHY AVENUE, MARGARET WAY, DOYLE ROAD, QUINN ROAD, AND GALLAGHER LANE FOR PUBLIC RIGHT OF WAY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF DUBLIN AS EASEMENTS FOR PUBLIC PURPOSES:

1. THE AREAS IN, UNDER, ALONG, AND ACROSS ANY AREA OR STRIP OF LAND DESIGNATED AS PUBLIC SERVICE EASEMENTS (PSE), AS DELINEATED AND EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, ARE DEDICATED TO THE CITY OF DUBLIN FOREVER FOR THE "PURPOSES OF PUBLIC SERVICES" (AS HEREIN DEFINED). THE "PURPOSES OF PUBLIC SERVICES" SHALL INCLUDE THE CONSTRUCTION, RECONSTRUCTION, REMOVING, REPLACING, REPAIRING, MAINTAINING, OPERATING, AND USING "PUBLIC SERVICE FACILITIES" (AS DEFINED HEREIN), AND ACCESS THROUGH THE PUBLIC SERVICE EASEMENT FOR THESE PURPOSES. "PUBLIC SERVICE FACILITIES" SHALL INCLUDE PUBLIC UTILITIES, FIRE HYDRANTS, ELECTROLIERS, IRRIGATION SYSTEMS, SIGNS AND TRAFFIC SIGNALS, AND ALL NECESSARY APPURTENANCES THERETO SUCH AS BRACES, CONNECTIONS, FASTENINGS, APPLIANCES, AND FIXTURES FOR USE IN CONNECTION THEREWITH. ALL PUBLIC SERVICE EASEMENTS SHALL BE KEPT OPEN AND FREE FROM BUILDINGS OR STRUCTURES OF ANY KIND, WITH THE SOLE EXCEPTION OF PUBLIC SERVICE FACILITIES. ALL PUBLIC SERVICE EASEMENTS SHALL BE CONSIDERED PUBLIC "WAYS" AS THAT TERM IS USED IN CALIFORNIA PUBLIC UTILITIES CODE SECTION 6202, AND ALL PUBLIC UTILITIES HOLDING A VALID FRANCHISE FROM THE CITY SHALL HAVE THE RIGHT TO USE THE PUBLIC SERVICE EASEMENTS IN ACCORDANCE WITH THE TERMS OF THE FRANCHISE.

2. THE AREAS DESIGNATED AS PUBLIC ACCESS EASEMENT (PAE) FOR THE PURPOSE OF PEDESTRIAN INGRESS AND EGRESS. MAINTENANCE OF SAID AREA SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION GOVERNING TRACT 8647.

AND THE UNDERSIGNED DOES HEREBY RESERVE TO ITSELF AND TO THE OWNERS, RESIDENTS, CUSTOMERS AND OTHERS DESIGNATED BY THE HOMEOWNER'S ASSOCIATION OF TRACT 8647, THE AREAS MARKED AS PRIVATE ACCESS EASEMENT (PRAE) AS SHOWN UPON SAID MAP. SAID AREAS ARE FOR THE PURPOSE OF BUT NOT LIMITED TO, PRIVATE INGRESS AND EGRESS, PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE STORM DRAINS, OVERLAND DRAINAGE RELEASE, LANDSCAPING AND ALL APPURTENANCES. MAINTENANCE OF SAID PRIVATE ACCESS WAYS IS TO BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION GOVERNING TRACT 8647, ALL IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS GOVERNING TRACT 8647. SAID AREAS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC AND ARE TO BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION GOVERNING TRACT 8647 BY SEPARATE INSTRUMENT.

AND THE UNDERSIGNED DOES HEREBY RESERVE FOR FUTURE DEDICATION TO THE HOMEOWNERS ASSOCIATION PARCEL A AS SHOWN UPON SAID MAP. SAID PARCEL A TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES AND/OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2024.

AS OWNERS: ARROYO CAP IV-3, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ARROYO CAP IV-2, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: ARROYO CAPITAL IV, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: _____

NAME: _____

TITLE: _____

SOILS REPORT NOTE:

A GEOTECHNICAL REPORT, DATED DECEMBER 10, 2021, HAS BEEN PREPARED BY ENGEO INCORPORATED, JOB NO. 5101.001.002 "GEOTECHNICAL EXPLORATION", FOR THIS SUBDIVISION AND IS ON FILE WITH ALAMEDA COUNTY.

OWNER'S ACKNOWLEDGMENT:

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 _____, 2024, BEFORE ME _____, A 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 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:

SIGNATURE: _____

_____
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

OPTIONEE'S STATEMENT:

THE UNDERSIGNED, TH EAST RANCH DUBLIN LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THE DOCUMENT RECORDED ON SEPTEMBER 29, 2023, AS DOCUMENT NO. 2023111607, ON MARCH 29, 2024, AS DOCUMENT NUMBER 2024041809, AND ON MARCH 29, 2024, AS DOCUMENT NUMBER 2024041810 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS' STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: _____

NAME: _____

TITLE: _____

OPTIONEE'S ACKNOWLEDGMENT:

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 _____, 2024, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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:

SIGNATURE: _____

_____
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT:

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)

I, ANIKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

☐ AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.

☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 2024.

ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT:

FILED FOR RECORD THIS _____ DAY OF _____, 2024 AT _____M., IN BOOK _____ OF MAPS AT PAGES _____ THROUGH _____, UNDER SERIES NO. 2024_____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

FEE: $_____

MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY

TRACT 8647

FRANCIS RANCH, NEIGHBORHOOD 3
CROAK PROPERTY

A SUBDIVISION OF PARCEL 7 & 12 OF TRACT 8563,
RECORDED IN BOOK 371 PAGES 12 THROUGH 22,
ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, SUITE B
PLEASANTON, CA 94588 (925)225-0690

JULY 2024

CITY ENGINEER'S STATEMENT:

I, LAURIE L. SUCGANG, CITY ENGINEER OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8647, FRANCIS RANCH, NEIGHBORHOOD 3, CROAK PROPERTY", CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, AND THAT THE FINAL MAP WAS PRESENTED TO ME AS PROVIDED BY LOCAL ORDINANCE THIS _____ DAY OF _____, 20__, AND THAT THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT I APPROVE SAID MAP AND ACCEPT, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE CITY OF DUBLIN, MURPHY AVENUE, MARGARET WAY, DOYLE ROAD, QUINN ROAD, GALLAGHER LANE, AND PUBLIC SERVICE EASEMENT (PSE), OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION .

I FURTHER STATE THAT ALL AGREEMENTS AND SURETY REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP ARE APPROVED AND ARE FILED WITH THE CITY.

I FURTHER CERTIFY, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE PUBLIC SERVICE EASEMENT SHOWN ON PARCEL 12 OF TRACT 8563, FILED FOR RECORD IN BOOK 371 OF MAPS AT PAGES 12-22, ALAMEDA COUNTY RECORDS IS HEREBY ABANDONED.

SIGNED: _____ DATED: _____, 2024
LAURIE L. SUCGANG, RCE 73022
CITY ENGINEER
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
LAURIE L. SUCGANG
R.C.E. 73022
CIVIL
STATE OF CALIFORNIA

ACTING CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED "TRACT 8647, FRANCIS RANCH, NEIGHBORHOOD 3, CROAK PROPERTY", AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

_____ DATED: _____, 2024
SETH H. IRISH, PLS 5922, ACTING CITY SURVEYOR
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

LICENSED LAND SURVEYOR
SETH H. IRISH
No. 5922
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF TRUMARK HOMES, LLC IN JANUARY OF 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL THE MONUMENTS INDICATED HEREON ARE OF THE CHARACTER AND OCCUPY POSITIONS INDICATED HEREON OR WILL BE SET WITHIN TWENTY FOUR MONTHS FROM RECORDATION OF THIS FINAL MAP, AND THE COMPLETION OF IMPROVEMENTS, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT THE GROSS AREA WITHIN THE TRACT IS 18.42 ACRES, MORE OR LESS.

_____ DATED: _____, 2024
IAN BRUCE MACDONALD
LS NO. 8817

LICENSED LAND SURVEYOR
IAN BRUCE MACDONALD
No.8817
STATE OF CALIFORNIA

BENEFICIARY'S STATEMENT:

THE UNDERSIGNED, WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, AS BENEFICIARY UNDER THE DOCUMENT RECORDED ON MARCH 29, 2024, AS DOCUMENT NO. 2024041808 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS' STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: _____

NAME: _____

TITLE: _____

BENEFICIARY'S ACKNOWLEDGMENT:

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 _____, 2024, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR 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:

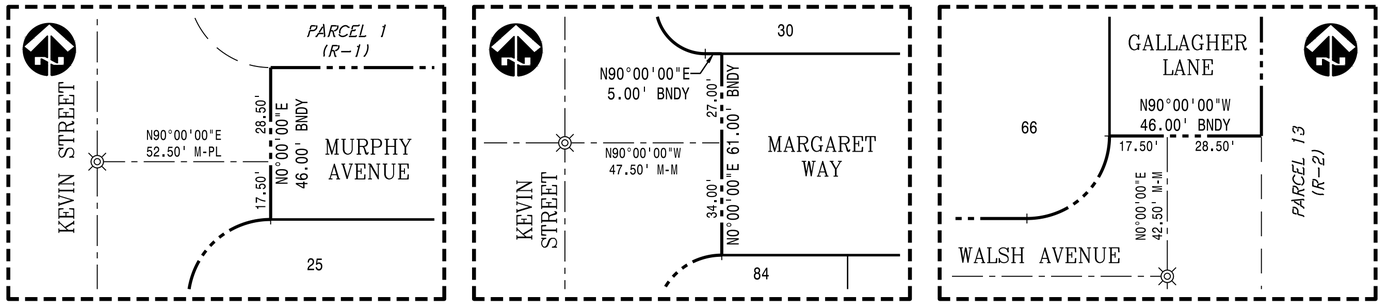
SIGNATURE: _____

_____
PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

PRINCIPAL PLACE OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION # OF NOTARY: _____



DETAIL A
SCALE: 1"=40'

DETAIL B
SCALE: 1"=40'

DETAIL C
SCALE: 1"=40'

BASIS OF BEARINGS

THE BEARING NORTH 00°00'00" EAST BETWEEN MONUMENTS ON KEVIN STREET SET PER TRACT 8563, FILED FOR RECORD IN BOOK 371, PAGE 12-22, ALAMEDA COUNTY RECORDS ARE TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES

(R-1) TRACT 8563, BK. 371, PG. 12-22, ALAMEDA COUNTY RECORDS
(R-2) TRACT 8671, BK. ____, PG. ____, ALAMEDA COUNTY RECORDS

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- CITY STANDARD STREET MONUMENT SET PER (R-1) UNLESS NOTED OTHERWISE
- SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
- ANGLE POINT
- BNDY BOUNDARY
- EX. EXISTING
- M MONUMENT
- PL PROPERTY LINE
- PAE PUBLIC ACCESS EASEMENT
- PRAE PRIVATE ACCESS EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- (R) RADIAL BEARING
- (R-1) REFERENCE
- (T) TOTAL
- (5) INDICATES SHEET NUMBER

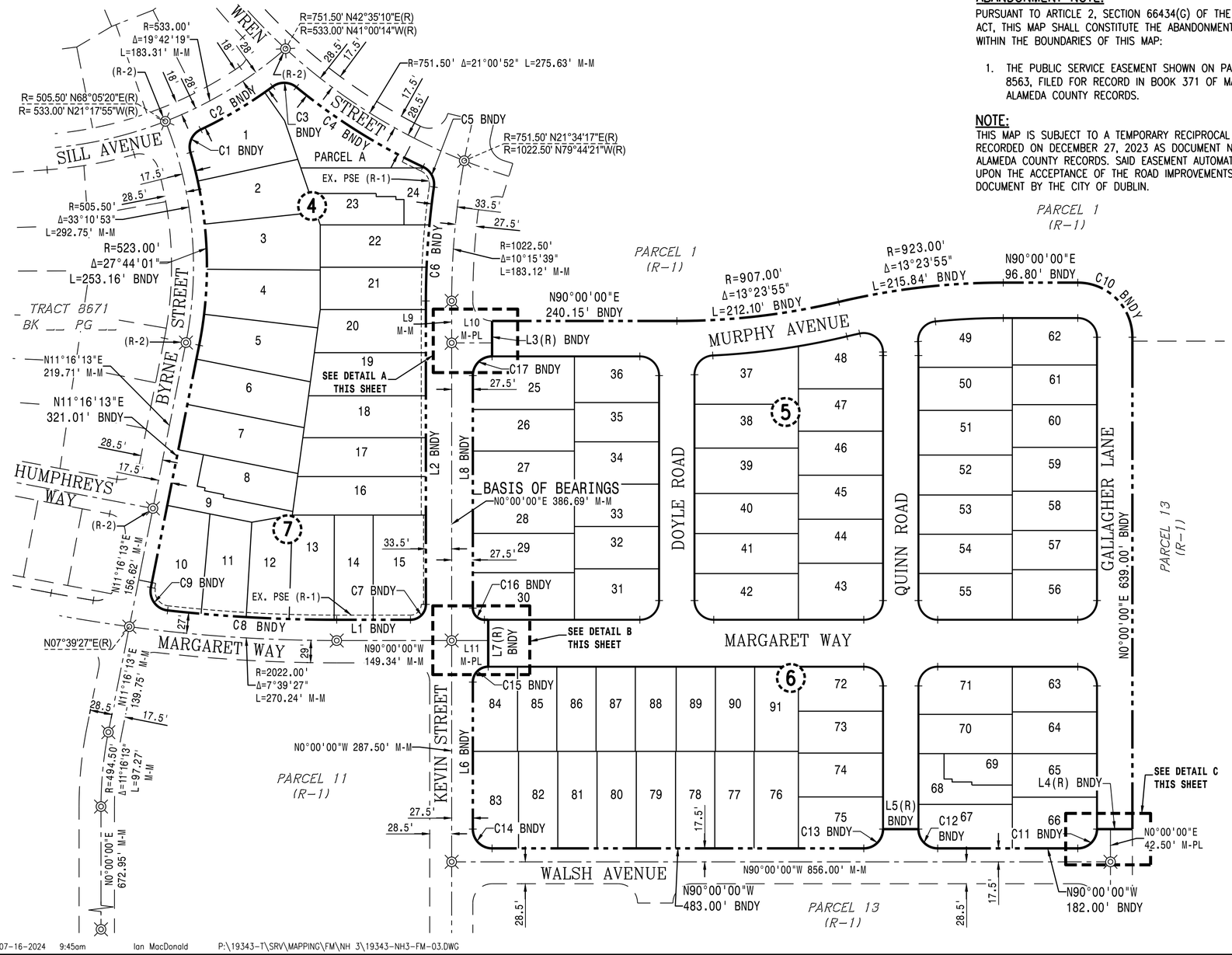
ABANDONMENT NOTE:

PURSUANT TO ARTICLE 2, SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:

1. THE PUBLIC SERVICE EASEMENT SHOWN ON PARCEL 12 OF TRACT 8563, FILED FOR RECORD IN BOOK 371 OF MAPS AT PAGES 12-22, ALAMEDA COUNTY RECORDS.

NOTE:

THIS MAP IS SUBJECT TO A TEMPORARY RECIPROCAL EASEMENT AGREEMENT RECORDED ON DECEMBER 27, 2023 AS DOCUMENT NUMBER 2023150569, ALAMEDA COUNTY RECORDS. SAID EASEMENT AUTOMATICALLY TERMINATES UPON THE ACCEPTANCE OF THE ROAD IMPROVEMENTS REFERENCED IN SAID DOCUMENT BY THE CITY OF DUBLIN.



Curve Table			
Curve #	Radius	Delta	Length
C1	25.00'	81°11'39"	35.43'
C2	561.00'	11°09'16"	109.22'
C3	25.00'	75°45'49"	33.06'
C4	780.00'	14°19'08"	194.93'
C5	25.00'	73°02'17"	31.87'
C6	1056.00'	8°03'33"	148.54'
C7	20.00'	90°00'00"	31.42'
C8	1995.00'	6°19'20"	220.14'
C9	25.00'	94°56'52"	41.43'
C10	71.00'	90°00'00"	111.53'
C11	25.00'	90°00'00"	39.27'
C12	25.00'	90°00'00"	39.27'
C13	25.00'	90°00'00"	39.27'
C14	25.00'	90°00'00"	39.27'
C15	20.00'	90°00'00"	31.42'
C16	15.00'	90°00'00"	23.56'
C17	25.00'	90°00'00"	39.27'

Line Table		
Line #	Bearing	Length
L1	N90°00'00"W	95.84'
L2	N0°00'00"E	394.19'
L3	N0°00'00"E	46.00'
L4	N90°00'00"W	46.00'
L5	N90°00'00"W	46.00'
L6	N0°00'00"E	191.00'
L7	N0°00'00"E	61.00'
L8	N0°00'00"E	302.19'
L9	N0°00'00"E	54.50'
L10	N90°00'00"E	52.50'
L11	N90°00'00"W	47.50'

TRACT 8647

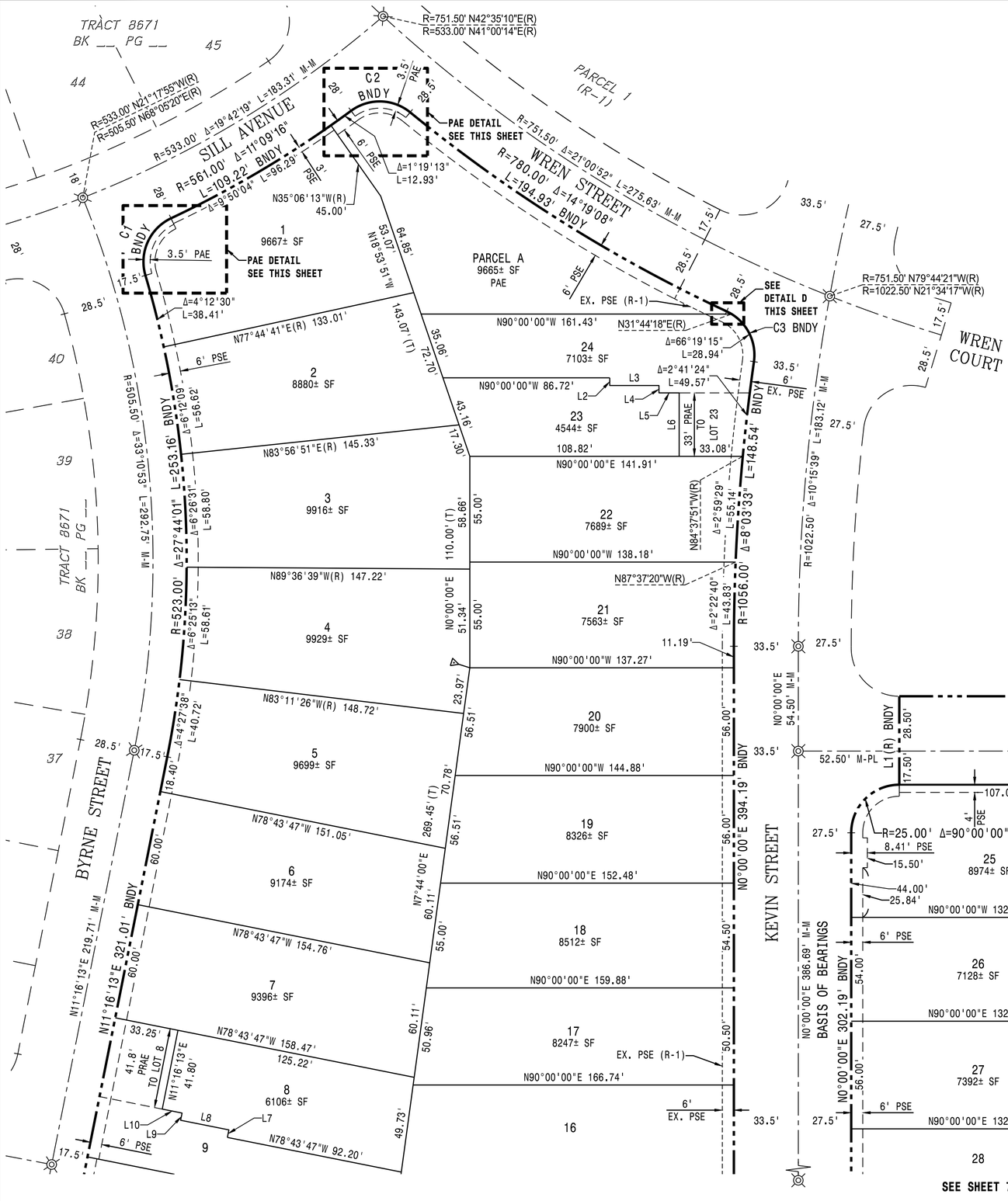
FRANCIS RANCH, NEIGHBORHOOD 3
CROAK PROPERTY

A SUBDIVISION OF PARCEL 7 & 12 OF TRACT 8563, RECORDED IN BOOK 371 PAGES 12 THROUGH 22, ALAMEDA COUNTY RECORDS
CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

0 50 100 200
SCALE: 1"=100'

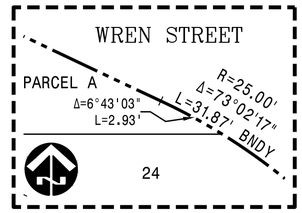
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PLEASANTON, CA 94588 (925)225-0690

JULY 2024

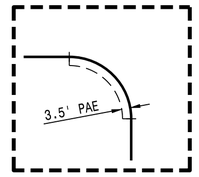


Curve Table			
Curve #	Radius	Delta	Length
C1	25.00'	81°11'39"	35.43'
C2	25.00'	75°45'49"	33.06'
C3	25.00'	73°02'17"	31.87'

Line Table		
Line #	Bearing	Length
L1	N0°00'00"E	46.00'
L2	N0°00'00"E	4.00'
L3	N90°00'00"W	25.58'
L4	N0°00'00"E	3.83'
L5	N90°00'00"W	10.50'
L6	N0°00'00"E	33.00'
L7	N11°16'13"E	4.00'
L8	N78°43'47"W	25.58'
L9	N11°16'13"E	3.83'
L10	N78°43'47"W	10.50'



DETAIL D
SCALE: N.T.S.



PAE DETAIL
SCALE: 1"=40'

PARCEL 1
(R-1)

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE/PARCEL LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- MONUMENT LINE
- CITY STANDARD STREET MONUMENT SET PER (R-1) UNLESS NOTED OTHERWISE
- SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
- ANGLE POINT
- BNDY BOUNDARY
- EX. EXISTING
- M MONUMENT
- PL PROPERTY LINE
- PAE PUBLIC ACCESS EASEMENT
- PRAE PRIVATE ACCESS EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- (R) RADIAL BEARING
- (R-1) REFERENCE
- (T) TOTAL
- (5) INDICATES SHEET NUMBER

ABANDONMENT NOTE:

PURSUANT TO ARTICLE 2, SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY, WITHIN THE BOUNDARIES OF THIS MAP:

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BASIS OF BEARINGS

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(R-2) TRACT 8671, BK. ____, PG. ____, ALAMEDA COUNTY RECORDS

0 20 40 80
SCALE: 1"=40'

TRACT 8647

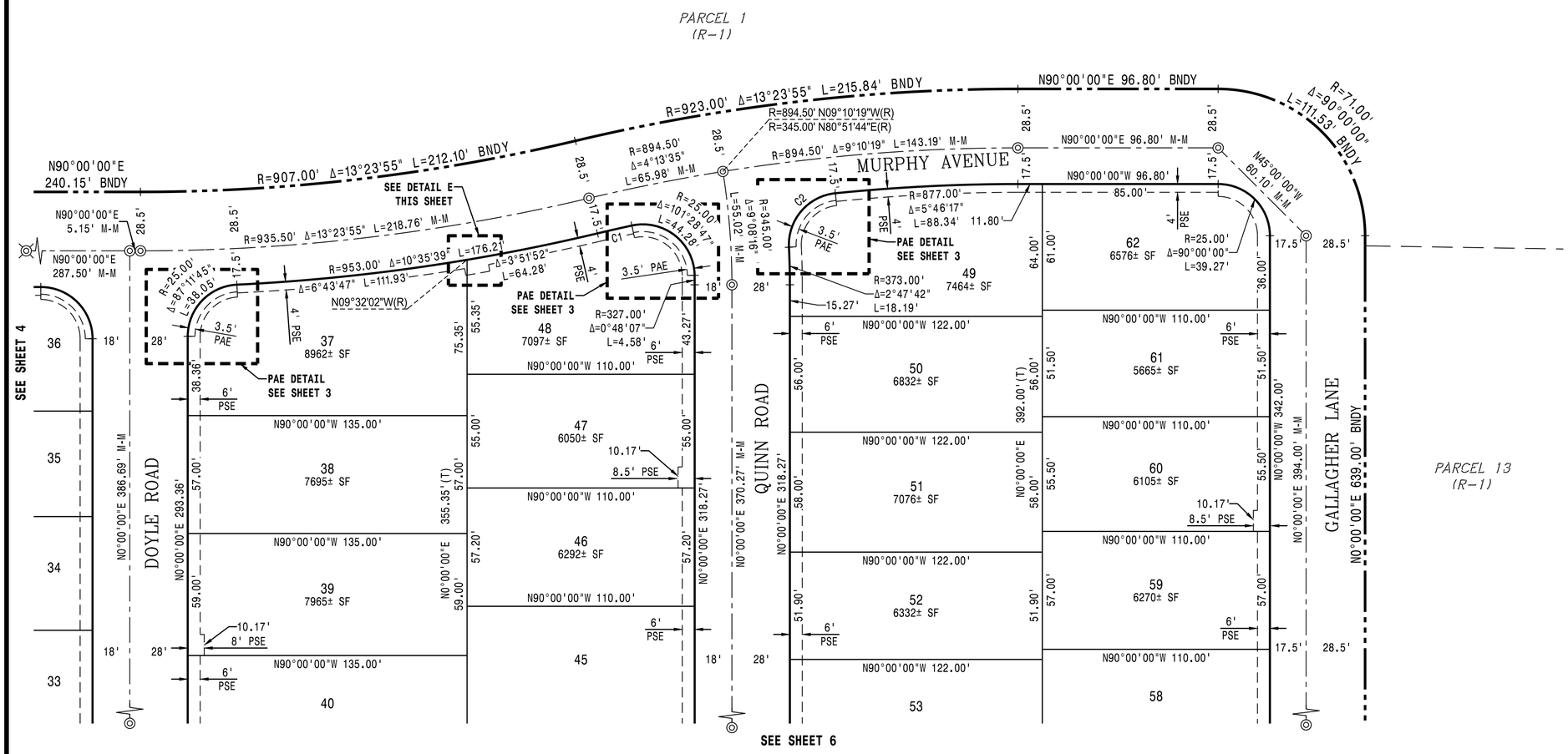
FRANCIS RANCH, NEIGHBORHOOD 3

CROAK PROPERTY

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CITY OF DUBLIN
ALAMEDA COUNTY, CALIFORNIA

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JULY 2024



LEGEND

——·——	BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE/PARCEL LINE
— — —	EXISTING PROPERTY LINE
- - - - -	EASEMENT LINE
----------	EXISTING EASEMENT LINE
——-·——-	MONUMENT LINE
⊗	CITY STANDARD STREET MONUMENT SET PER (R-1) UNLESS NOTED OTHERWISE
◎	SET CITY OF DUBLIN STANDARD STREET MONUMENT STAMPED "LS 8817"
⊳—	ANGLE POINT
BNDY	BOUNDARY
EX.	EXISTING
M	MONUMENT
PL	PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
(R)	RADIAL BEARING
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PARCEL 13
(R-1)

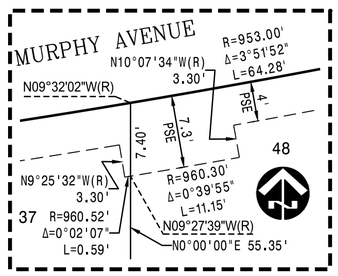
Curve Table			
Curve #	Radius	Delta	Length
C1	877.00'	1°07'01"	17.10'
C2	25.00'	87°01'24"	37.97'

0 20 40 80
SCALE: 1"=40'

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DETAIL E
SCALE: 1"=10'

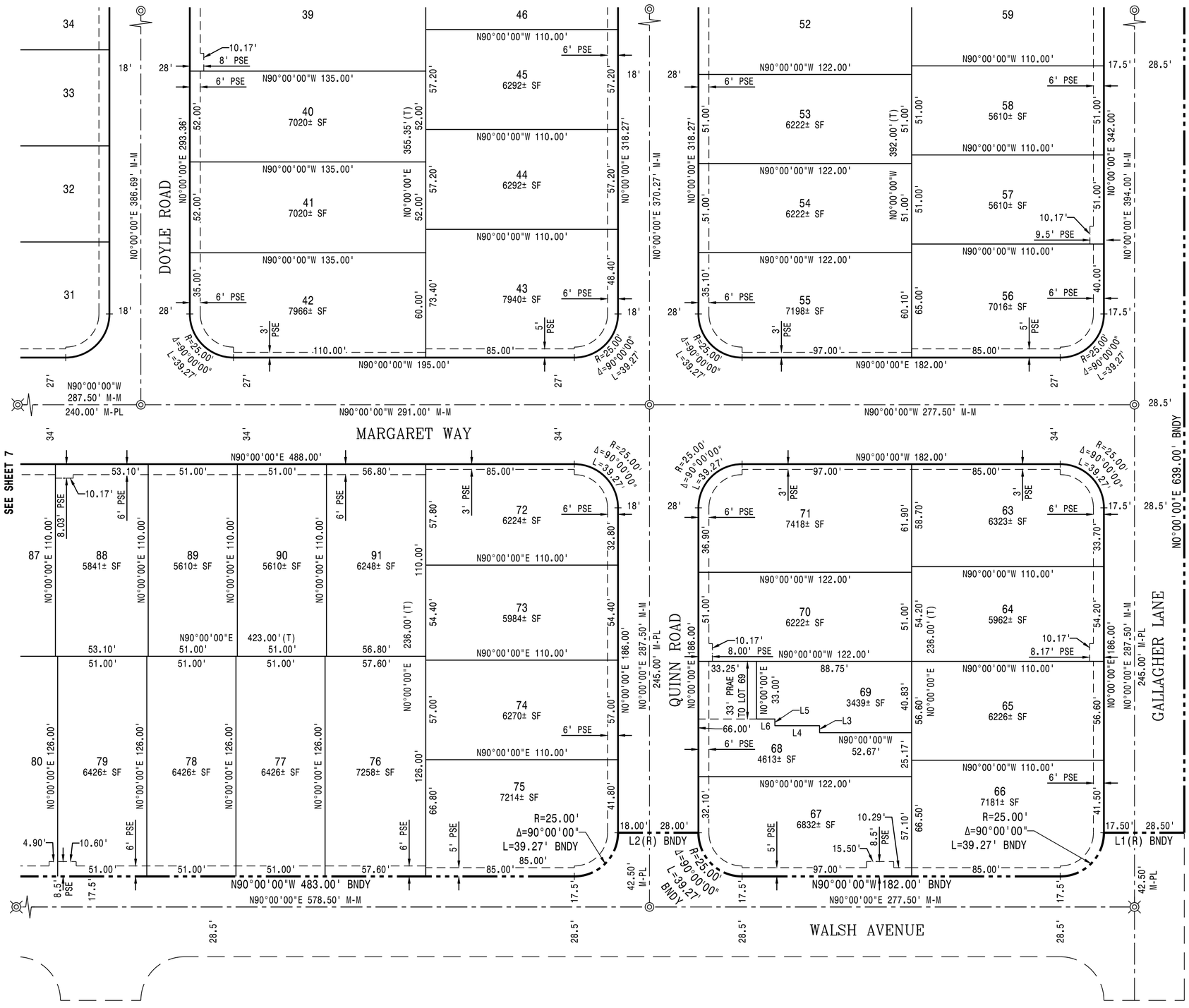
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JULY 2024



PARCEL 13
(R-1)

LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	EXISTING EASEMENT LINE
	MONUMENT LINE
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⊳—	ANGLE POINT
BNDY	BOUNDARY
EX.	EXISTING
M	MONUMENT
PL	PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
(R)	RADIAL BEARING
(R-1)	REFERENCE
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Line Table		
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L4	N90°00'00"W	25.58'
L5	N0°00'00"E	3.83'
L6	N90°00'00"W	10.50'

0 20 40 80
SCALE: 1"=40'

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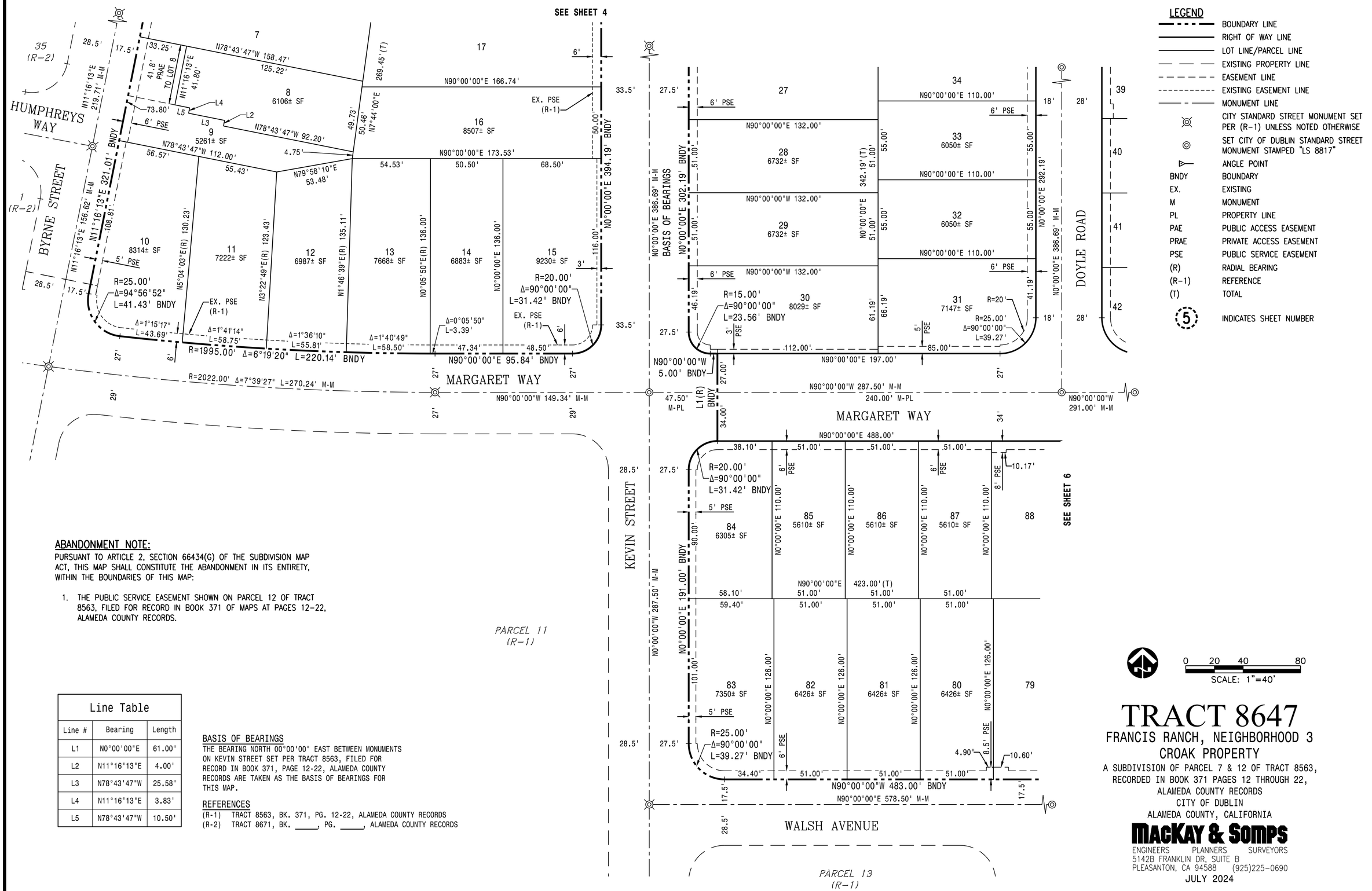
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ALAMEDA COUNTY, CALIFORNIA

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JULY 2024



LEGEND

	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE/PARCEL LINE
	EXISTING PROPERTY LINE
	EASEMENT LINE
	EXISTING EASEMENT LINE
	MONUMENT LINE
⊗	CITY STANDARD STREET MONUMENT SET PER (R-1) UNLESS NOTED OTHERWISE
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⊳	ANGLE POINT
BNDY	BOUNDARY
EX.	EXISTING
M	MONUMENT
PL	PROPERTY LINE
PAE	PUBLIC ACCESS EASEMENT
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(R)	RADIAL BEARING
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Line Table		
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L2	N11°16'13"E	4.00'
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0 20 40 80
SCALE: 1"=40'

TRACT 8647

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JULY 2024

Agenda Item 5.8

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Mayor's Appointment to the Planning Commission Unscheduled Vacancy
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider the Mayor's appointment to fill an unscheduled vacancy on the Planning Commission.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment of Wahida Rashid to the Planning Commission for the remainder of a term ending December 2026.

FINANCIAL IMPACT:

None.

DESCRIPTION:

An unscheduled vacancy occurred on the Planning Commission June 25, 2024, when Councilmember Thalblum was appointed to the City Council vacancy. A notice seeking applications was posted on July 1, 2024, with a deadline of July 19, 2024, for applications.

Planning Commission
Mayor McCorriston reviewed applications from alternate Wahida Rashid, in addition to applications from Seema Badar, Namrata Berry, Shilpa Chandrashekar, Sameer Hakim, Regis Harvey, Mary McMahon, Bradyn Shaw, Chandra Singh, and John Wu.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted and applicants were notified.

ATTACHMENTS:

1) Applications for the Planning Commission

Planning Commission Application

DUBLIN
CALIFORNIA

The Planning Commission is an advisory body to the City Council. The Planning Commission is made up of seven community members, including five Planning Commissioners who serve four-year terms, and two Alternate Planning Commissioners who serve two-year terms. The duties and powers of the Planning Commission are spelled out in Chapter 2.12 of the Dublin Municipal Code and include the power to perform duties in reference to Planning, Zoning, and land use, and to make recommendations, for City Council approval, of the following: A comprehensive, long term General Plan for the physical development of the City and land within the City's sphere of influence; Development plans which are consistent with the General Plan; and Regulations, programs, and ordinances as required for the systematic implementation of the General Plan. Rules for conducting Planning Commission Meetings have been established to provide a framework for running Planning Commission meetings, maintaining decorum, and ensuring opportunities for members of the public to address the Planning Commission. These rules have been adopted in accordance with the Dublin Municipal Code (Chapter 2.12.040.C).

The Planning Commission is required under state law to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

Learn more about the Planning Commission

Date Time *
11/19/2022

First Name *
Wahida

Last Name *
Rashid

Address *
Street Address
[redacted]
Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

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

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

If yes, what year?

Application Questions

Why are you interested in serving on the Planning Commission?

I Wahida Rashid, have been leading teams of land use and environmental planners for the past 21 years with the State transportation agency, California Department of Transportation (Caltrans). I have been leaving in Tri-Valley for 30 years and five years in Dublin. I care about this city where I live and been an active observer of how the city is flourishing in many ways in front of my eyes! I am intrigued by how a commercial city like Dublin is changing into a beautiful transit-oriented city along with many shopping complexes, high- and low-income housing, mixed use complexes as well as employment hubs, beautiful parks, schools and recreation areas. Just the other day Don Briddle Park opened in front of my house. I felt bad that with all my planning background I was not part of the planning and implementation process of this great public park in my neighborhood. I am a 56-year-old woman of color that represent a minority group here in Dublin. Also, a mother of two who raised two kids as a single mother in Tri Valley and is connected with many community and interest groups in this Valley. I have been through my struggles, but this City has always offered opportunity and shelter for me. It's time that I give back to my community!
I am a proud civil servant and have been serving the people of Contra Costa and Alameda County communities creating meaningful public transportation projects, saving the environment by implementing state and federal environmental laws. My responsibilities as a Senior Environmental Planner with Caltrans required me to work with multidisciplinary internal and external partners as well as state and federal regulatory agencies and most importantly the members of the public. I am a strong believer in teamwork and building consensus with diverse group of people and interests. I conducted many public presentations and interfaced with public during public hearings, informational meetings with stakeholders, responded to public comments and complaints. I have two personal passions as an environmental and land use planner that I try to implement in my everyday work-life. One, planning transportation and public spaces with diversity, equity and inclusion (DEI) in mind and therefore build better communities that serves people of all abilities. The second passion is to create spaces that are accessible by public transit, bicycle and pedestrians and people of all modes of transportation and not just create cities for vehicles. With my planning background and passion to see my city creates the best communities in the Bay area I would like to be a member of the Commission. As for education, I have a bachelor's and Master's in Architecture and urban planning from University of California at Berkeley California.

What is your knowledge of and experience in Planning and Zoning?

I have extensive knowledge in how local cities formulate their 20-year General Plans, as I would supervise my staff review the General Plans to make sure the land use and zoning ordinances make sense in respect to environment, potential growth, transportation network, jobs, local business, balance between housing and commercial development, ratio of high- and low-income housing etc. With the implementation of SB-743 for California, the challenge is to develop land with zoning that would reduce vehicle miles travelled (VMT) for a city. The proximity of housing being close to employment has become a priority to reduce Green House Gas and improve the environment. The census data analysis to assess the growth of a city always lags behind the planning decisions. At Caltrans I have worked in preparing environmental impact assessments for public transportation projects with the focus on saving environmental resources, planning with local city governments and state and federal regulatory agencies along with the members of the respective communities.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I have a bachelor's degree and a master's degree in architecture and urban planning from University of California at Berkeley California. I have designed transportation related architecture such as a maintenance building, transit station and roadside rest area. I have reviewed many bridges and roadway projects with Caltrans with architectural and civil engineering drawings and worked with engineers and consultant teams extensively. I have also been involved in planting plans, landscaping, landscape Maintenace and urban planning design to create meaningful public spaces. I have worked many projects that created parks, bicycle and pedestrian trails next to highway projects. Some of the park districts I have worked with are East Bay Regional Park District, East Bay Bike, City of Oakland, City of Hayward, City of Alameda and its park district etc. I have been working with Metropolitan Transportation Commission to create pedestrian and bicycle overcrossings to connect people and places across highways.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I lead a Task Force team for Caltrans for Seal Level Rise issues with Bay Conservation Development Commission (BCDC), Task force member for &B-743 VMT (vehicle miles travel) team, Equity team to create Caltrans own equity statement, been a member of the Departments Strategic Action Plan (SAP) committee and an active leader in developing the SAP for our Department to enhance partnership, safety, innovation, equity and excellence.

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

Any planning decision is a balanced act between conflicting interests. The understanding of public good is what is the goal of a planning decision. As part of my role as a Senior planner, I went in front of the public defending a proposed project multiple times in multiple cities. Never in 21 years I had support of everyone on a proposed action. Communities with divided interest is a challenge for a planner, however that is also an opportunity to make things right for a long term. Planners are visionaries. Any city improvement is not temporary and with that in mind we have to move forward with our decisions that serves our communities not only for today but for generations to come! I am quite comfortable making decisions that do not serve everyone but serves the greater community in long term. In fact, that is what we sign up for when we decide to become a public servant and a commission member.

How can the City better ensure the viewpoints and perspectives of underrepresented minorities are considered when making

decisions about city planning?

Public engagement is key to the planning process. The public outreach process has to be not only robust but also innovative. Few months back the Park and Rec department of Dublin put that "picture frame" in many parks to take pictures and tag other parks. How creative and invigorating that was for Dublin residents? Dublin City is also doing a great job with their social media where they post all event starting from the St. Patrick's Day to 40th anniversary of Dublin to Xmas tree lighting and more.
In order to reach minorities and underrepresented communities; language play a big role. Identifying different languages spoken in a given community and providing translators during public broadcasting and engagement is necessary. Identifying various ethnic groups and their activities and leaders can be critical as well. The city can proactively reach out to these groups early and often and have a regular meeting/forum with their leaders that represent diverse group of age, gender, race, income group, group of different abilities, sexual orientation etc. These forums can discuss information about any proposed change in the city etc. This would be an effort to keep them informed as well as engage with them when their formal input is necessary. Acknowledgement and awards for underrepresented communities is also important for them to feel they are valued citizens of the community.

What is the most important contribution you can make as a member of the Planning Commission?

With my background in planning and public service for 21 years in Alameda County, I can definitely bring my skills as a planner to the City of Dublin Planning Commission. I have a strong background in environment preservation and knowledge in implementation of the environmental laws and regulation, land use and climate action.
At the same time, I am a woman of color and I belong to a minority community in Dublin, I can bring my perspective from diversity equity and inclusion that would help serve the underserved or represented in our communities. Having been connected with many diverse minority groups in Dublin, I can bring their sentiment into the planning engagement and decision-making process. I know how to outreach, collaborate, corroborate with many interest groups and help make planning decisions that would serve sustainable holistic communities in Dublin. I speak multiple languages such as Bengali, Hindi, Urdu and English. I am an engaged citizen, a passionate planner, an architect, a mom, an artist, a wife and a public servant. I think I have a lot to contribute to this commission and it would be a great opportunity and an honor to be able to serve on the Commision.

Planning Commission Application

DUBLIN
CALIFORNIA

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Learn more about the Planning Commission

Date Time *
7/3/2024

First Name *
Seema

Last Name *
Badar

Address *
Street Address
[redacted]
Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
4 Years

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

If yes, what year?
2023

Application Questions

Why are you interested in serving on the Planning Commission?

I have been actively involved in the Dublin community serving on many Boards, taking courses like Inside Dublin, The Citizens Water Academy, and the Citizens Police Academy. These classes have given me a lot of knowledge about Dublin and how things work. I think it would be a good next step to get involved with the Planning Commission to help work on the growth and development of the city. I am very interested in serving and have applied once before to be a Planning Commissioner.

What is your knowledge of and experience in Planning and Zoning?

Although I don't have direct experience I just took a course on Coursers that covered Solar Energy, Planning and Zoning. This course helped me gain a comprehensive understanding of the principles and practices involved in planning and zoning, particularly as they relate to solar energy projects. The course also made me understand the permitting process and the various local, state, and federal regulations that govern solar energy projects. This includes knowledge of zoning laws, environmental impact assessments, and public policy.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I don't have direct experience but I have a taken a Coursera Course on Urban Design: Connecting Cities Sustainability and Innovation. This course helped me gain insights into how natural elements are integrated into urban environments, enhancing your understanding of sustainable urban design principles. I learned about innovative landscaping techniques that promote biodiversity, water management, and green infrastructure, which are essential for creating sustainable urban spaces. The course helped me explore the foundational principles of urban design, including the integration of green spaces, pedestrian-friendly infrastructure, and the importance of aesthetics and functionality in urban settings.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have been actively involved in the community some of my experience on Boards includes:

PFC President, Kolb Elementary
PFC Vice President, Fallon Middle School
Chair, Citizens Bond Oversight Committee
Board Member, Dublin Education Alliance
Member, Dublin Police Chiefs Advisory Panel
Co-Chair Legislative Committee ACDCC

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

Making decisions that are not popular with some neighbors can be difficult and sensitive. However, I believe that it's crucial to consider the overall well-being and long-term benefits for the entire community. I empathize with the concerns of those who may be affected or opposed to the decision, and it's important to listen and understand their viewpoints. In making such decisions, I strive to ensure a transparent and inclusive process, where all stakeholders have the opportunity to voice their opinions and concerns.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can better ensure that the viewpoints and perspectives of our diverse population are represented in city planning decisions by implementing comprehensive public outreach and engagement strategies, such as hosting town hall meetings, workshops, and focus groups in various neighborhoods to gather input directly from residents. Utilizing multiple communication channels, including social media, local newspapers, community bulletin boards, and translated materials, can help ensure that information reaches a broader audience. Establishing advisory committees composed of representatives from different demographic groups, including ethnic minorities, young people, seniors, and people with disabilities, can provide ongoing feedback and ensure diverse perspectives are considered.

What is the most important contribution you can make as a member of the Planning Commission?

It's crucial for the City to ensure that the diverse viewpoints and perspectives of all residents are considered in city planning decisions. As Chair of the Citizens Bond Oversight Committee and through my work with PFC, and serving in various boards I've honed skills in engaging with diverse community members and addressing their needs. I will implement strategies like town hall meetings, workshops, and focus groups, and utilize multiple communication channels to ensure broad outreach. Establishing advisory committees with representatives from various demographic groups will provide valuable feedback. Continuous evaluation and improvement of engagement processes are essential. My experience in effective community engagement through listening, adaptability, and inclusivity will make me a strong planning commissioner for Dublin.

Planning Commission Application

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Learn more about the Planning Commission

Date Time *
7/18/2024

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Namrata

Last Name *
Berry

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Dublin
City
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State/Province/Region
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Phone (Primary) *
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E-mail *
[redacted]

How long have you been a resident of Dublin? *
12

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

If yes, what year?

Application Questions

Why are you interested in serving on the Planning Commission?

I am motivated to serve on the planning commission due to my commitment to community impact, public service, shaping policy, problem-solving, professional growth, personal passion, and preserving community character.

What is your knowledge of and experience in Planning and Zoning?

While I currently have no formal knowledge or experience in Planning and Zoning, I am highly motivated to learn and contribute. I am eager to immerse myself in the necessary training and educational opportunities to gain a comprehensive understanding of Planning and Zoning principles and practices.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I do not have any experience in urban design, architecture, or landscaping. However, I am eager to learn and am committed to gaining the necessary knowledge and skills to effectively contribute to the Planning Commission.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I serve as the Assistant Governor for Rotary District 5170, Area 5, which includes Dublin, Livermore, Livermore Valley, Tri-Valley Evening, Pleasanton North, and Pleasanton Downtown Clubs. I was also the President of the Rotary Club of Dublin, California, from July 2023 to June 2024.

I have been a member of the Police Chief Advisory Panel since May 2023, where I work closely with law enforcement to provide community feedback and support.

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

Making decisions for the overall good of the community, even if they are unpopular with some neighbors, is a necessary and sometimes challenging aspect of serving on a Planning Commission. I understand that not all decisions will please everyone, but I believe in focusing on long-term benefits and the greater good.

I am committed to considering all perspectives, engaging in open communication, and making informed, fair decisions. I will strive to balance individual concerns with the needs of the community as a whole, ensuring that decisions are made transparently and with the best interests of the entire community in mind.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Ensuring that the viewpoints and perspectives of a diverse population are represented in city planning decisions is crucial for creating inclusive and equitable communities. Here are some strategies the City can implement:

1. Community Engagement: Actively reach out to various community groups, including those that are often underrepresented, through town hall meetings, workshops, and public forums. These events should be scheduled at various times and locations to maximize participation.

2. Diverse Representation: Ensure that planning committees, advisory panels, and other decision-making bodies reflect the diversity of the community. This can be achieved through targeted recruitment and outreach efforts.

3. Surveys and Feedback: Use surveys, both online and offline, to gather input from a broad cross-section of the community. Make these surveys available in multiple languages and formats to accommodate different needs.

4. Focus Groups: Conduct focus groups with representatives from different demographic and interest groups to gain deeper insights into their specific concerns and priorities.

5. Partnerships with Community Organizations: Collaborate with local community organizations, cultural groups, and advocacy groups to reach and engage diverse populations. These organizations often have established trust and communication channels within their communities.

6. Transparent Communication: Maintain open and transparent communication channels to keep the community informed about planning processes and decisions. Use multiple platforms, including social media, local newspapers, and community bulletin boards.

7. Youth Involvement: Engage young people in the planning process by working with schools, youth organizations, and social media platforms that are popular with younger demographics.

8. Accessibility: Ensure that all public meetings, materials, and communication are accessible to people with disabilities. Provide interpretation services, captioning, and translation services as needed.

9. Inclusive Planning Practices: Adopt planning practices that prioritize inclusivity, such as participatory budgeting, where community members directly decide how to allocate a portion of the city's budget.

10. Regular Review and Adaptation: Regularly review the effectiveness of community engagement strategies and adapt them based on feedback and changing community dynamics.

By implementing these strategies, the City can create a more inclusive planning process that better represents the diverse perspectives of its population.

What is the most important contribution you can make as a member of the Planning Commission?

I aim to contribute to the creation of a vibrant, equitable, and sustainable community through thoughtful and inclusive planning.

Planning Commission Application

DUBLIN
CALIFORNIA

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Learn more about the Planning Commission

Date Time *
7/19/2024

First Name *
Shilpa

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Chandrashekar

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City
Dublin

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Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
10

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

If yes, what year?

Application Questions

Why are you interested in serving on the Planning Commission?

I have been a resident of Dublin for the past ten years. We moved to this quaint small town from the East Coast as a young family and have seen our children grow and flourish here. There is a strong desire in me to serve this community, to give back and make a positive contribution in any capacity as possible. To be on the Planning Commission would be great opportunity to make a meaningful impact to the wellbeing and future of this amazing town.

What is your knowledge of and experience in Planning and Zoning?

I have an undergraduate degree in Architecture and graduate degree in Historic conservation. The past twenty-five years of my professional career has been working with various jurisdiction, quasi government agencies (both nationally and internationally) to develop comprehensive plans addressing economic, cultural, demographic needs to cities and towns.
Past experience include working with agencies to develop historic architectural corridor incorporating bylaws, zoning, façade treatment, setbacks and building style.
Assist agencies in developing regulatory framework for future construction/development, accessibility, environmental management of limited resources etc.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I have been in the field of design and planning for the past twenty-five years. Past experiences include working with Heritage Lottery Fund of England, UK to restore, modernize and adapt Victorian buildings to modern day functions.
Having worked with major builders in the Bay Area as Forward Planning Manager, it was my responsibility to present and seek approval for housing developments in many of the bay area jurisdictions (City of San Jose – Communication Hill Project, City of Mountain View – Rengstroff Avenue Project, City of Santa Clara - El Camino Real Project). Many of these projects involved meeting state and city requirements on affordable housing quotes.
Have immense experience working/coordinating with consultants in design, engineering, environmental and title companies.
Have good experience and knowledge on land development, building construction costs, managing and negotiating price per sq.ft of construction costs etc.
My past experience with a major builder as pre construction manager, I project managed and advocated for new innovation in build technology, such and pre-framing, modular design and clean, clear choices of materials and design options.
I am also an International Code Council certified Building Plans Examiner and have extensive knowledge building codes and jurisdiction reach codes. Past experience include representing third part service providers at city of Livermore, Fremont, Dublin and Santa Clara.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

Served as member of the Southbury Historical Society, Connecticut for over two years contributing to the educational and recreational goals of the society to residents of Southbury.
Served as a president of a Home Owners Association @ a community in West Dublin.
Currently on the School Site Council at Fallon Middle School, serving a two-year term.

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

It is never an easy task to make unpopular decisions. Hence it is all the more important that considerable deliberation, thought and impacts are weighed before making such a decision.
Interests need to be balanced, staying true to the vision and have ethical responsibility. One has to carry the burden of this land and community is not just for us but also for the future generations to come.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

We are fortunate in live and thrive in a diverse community representing demography from all corners of the world. Hence it is all the more important that decisions are weighed on data analysis, public outreach and consultation, equity impact, economic viability, partnership with transparency in communications and an equitable representation reflecting the demography on the boards. These are some of the variables that the city needs to factor in when making decisions about city planning.

What is the most important contribution you can make as a member of the Planning Commission?

As a trained architectural designer with a professional experience spanning over two decades, I would bring the unique perspective of being on both sides of decision making. I spent many years seeking approval from planning boards and would be an honor to be part of a board in making educated, informed decisions for the city.
As a resident of this diverse town and as a parent of two teens, I am vested for this city to grow and thrive so it remains a home for our children as it is for us now.

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Learn more about the Planning Commission

Date Time *
7/19/2024

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Sameer

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Hakim

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Country
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Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

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

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

If yes, what year?
2014

Application Questions

Why are you interested in serving on the Planning Commission?

I am deeply committed to Dublin's sustainable and inclusive growth. My extensive experience in community service, particularly in the Parks and Community Services Commission, has equipped me with a solid understanding of the city's needs and aspirations. I am passionate about contributing to the long-term physical development of Dublin, ensuring that our growth aligns with the values and expectations of our diverse community. Serving on the Planning Commission would allow me to leverage my skills and experience to make impactful recommendations on planning, zoning, and land use that support Dublin's vision for the future. Having lived in Dublin since 2007, I am well aware of the challenges and transformations it has undergone while continuing to be "the American Backyard."

What is your knowledge of and experience in Planning and Zoning?

My knowledge of planning and zoning is grounded in my five-year tenure as a Commissioner in the Parks and Community Services Commission, where I have reviewed various community projects and made valuable contributions. I have worked closely with city staff and fellow commissioners to ensure that our parks, recreational programs, and community services align with the city's planning and zoning regulations. My ten years on the Sorrento HOA Board have given me practical experience in local governance, including navigating zoning laws and ensuring community projects comply with municipal regulations. My experience on the Dublin Unified School District (DUSD) school board has provided insights into the importance of strategic planning in creating supportive and functional community environments. Additionally, as an InfraGard member, I have gained valuable insights into infrastructure protection and cybersecurity, which are increasingly important in urban planning. I have a firm grasp of the regulatory and strategic aspects of planning and zoning, ensuring that community projects align with city regulations and long-term goals.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

Yes, I have experience in urban design and landscaping through my role in the Parks and Community Services Commission. I have reviewed and provided input on various park designs, landscape projects, and community facility enhancements. These projects required a keen understanding of urban design principles to ensure they met the needs of our residents while enhancing the aesthetic and functional aspects of our community spaces. My involvement in these projects has honed my ability to effectively assess and contribute to the planning and design of public spaces. My California real estate license has further enriched my understanding of property development and the importance of aesthetic and functional design in increasing property value. Additionally, my involvement in the Clipper Card Project required collaboration with various transit operators and understanding the urban design implications of public transportation systems.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have substantial experience serving on boards, commissions, and task forces. I am a Commissioner in the Parks and Community Services Commission, where I have served for five years, including terms as chair and vice-chair. I was also a Trustee on the Dublin Unified School District (DUSD) school board from 2015 to 2016. Additionally, I have served on the Dublin Partners in Education (DPIE) board and have been involved in various school district committees, such as the District Optimization Committee and the School Site Council. I have also worked on multiple Parks and Community Services Commission committees. Furthermore, I lead the Employee Network Group at my current company, Palo Alto Networks, where I am involved with building employee engagement. These roles have given me extensive experience in policy development, stakeholder engagement, and collaborative decision-making.

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

Making decisions for the overall good of the community is a critical responsibility, even when those decisions may be unpopular with some neighbors. As a public servant, it is essential to balance individual concerns with the broader interests of the community. My approach involves transparent communication, listening to diverse viewpoints, and making informed decisions based on comprehensive analysis and long-term benefits. My experience on an HOA Board has taught me how to navigate conflicts and make decisions that may not always be popular but are necessary for the community's welfare. Additionally, my real estate background helps me understand the impact of planning decisions on property values and the overall market, ensuring that decisions contribute positively to the community's development. While it is challenging to satisfy everyone, my focus will always be on what is best for the community, ensuring that our city develops in a way that benefits all residents.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The city can better ensure that diverse viewpoints and perspectives are represented by actively engaging with different community groups through various channels, such as town hall meetings, online surveys, focus groups, and community advisory panels. It is crucial to create inclusive platforms where residents feel heard and valued. Additionally, appointing a diverse group of commissioners and advisory board members who reflect the city's demographics can bring different perspectives to the decision-making process. Enhancing transparency and communication about planning initiatives and encouraging community participation can foster a more inclusive planning process.

What is the most important contribution you can make as a member of the Planning Commission?

As a member of the Planning Commission, my most important contribution would be my ability to bring a balanced, informed, and community-focused perspective. My extensive experience in community service, policy development, and strategic planning positions me to make thoughtful and impactful recommendations. My background in technology, public transportation, and cybersecurity allows me to understand and address the modern challenges facing city planning. My ten years on an HOA Board have given me practical governance experience and a deep understanding of community needs and concerns. Additionally, my California real estate license has given me valuable insights into property laws, market trends, and real estate transactions, enabling me to make informed decisions that benefit the community. I am committed to promoting sustainable development, enhancing the quality of life for residents, and ensuring that our city's growth aligns with the values and needs of our diverse population. My dedication to transparent communication and collaborative problem-solving will help build consensus and drive positive outcomes for Dublin.

Planning Commission Application

DUBLIN
CALIFORNIA

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Learn more about the Planning Commission

Date Time *
7/1/2024

First Name *
Regis

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Harvey

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City
Dublin

State/Province/Region
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Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
10

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

If yes, what year?

Application Questions

Why are you interested in serving on the Planning Commission?

Serving on the Planning Commission offers a unique opportunity to contribute to the growth and development of the community. Here are some reasons someone might be interested:

Community Impact: Directly influence the planning and development of the area, ensuring sustainable growth and improvement of living standards.
Civic Engagement: Engage with and understand the community's needs, working closely with residents and other stakeholders.
Urban Development: Play a key role in shaping the urban landscape, from zoning decisions to infrastructure projects.
Policy Implementation: Help translate policies and plans into tangible projects and initiatives that benefit the community.
Professional Growth: Gain experience and insights into urban planning, governance, and public administration.
Environmental Stewardship: Advocate for environmentally sustainable practices in development projects.
Economic Development: Support initiatives that promote economic growth, job creation, and improved quality of life for residents.

What is your knowledge of and experience in Planning and Zoning?

I have a strong interest in serving on the Planning Commission because I am passionate about contributing to the development and well-being of our community. While my direct knowledge and experience in planning and zoning are limited, I am highly motivated to learn and grow in this field. I am committed to gaining the necessary knowledge and skills, and I have already started by attending local planning meetings and reading up on zoning laws and regulations.

My background in affordable housing and human services has equipped me with valuable skills that I believe are transferable to this role. For instance, I have strong analytical skills, excellent communication abilities, and experience working collaboratively in team settings. I am confident that these skills will enable me to effectively contribute to the Planning Commission.

Additionally, I have a history of active community involvement through Diversity Inclusion Alliance (DIA), Diablo Black Men Group (DBMG) non-profit scholarship program, collaboration with Asian and Pacific Islander (AAPI), Tri-Valley Non-profit Alliance, Camp Parks military base are to name a fews in which demonstrates my dedication to public service and my desire to make a positive impact on our community. I am excited about the opportunity to serve on the Planning Commission and am fully committed to working hard, learning quickly, and making meaningful contributions.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

While I do not have direct experience in urban design, architecture, or landscaping, I am very interested in these fields and eager to learn more about them. I believe my background in affordable housing has provided me with valuable skills that are relevant to these areas. For example, my experience in project management has taught me how to effectively coordinate multiple stakeholders, manage timelines, and ensure that projects meet their goals.

Additionally, I have always been passionate about community beautification projects, volunteering for local park cleanups, etc.], which has given me a basic understanding of the importance of thoughtful design and planning in creating vibrant, livable spaces.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have more than four years experience serving on the Human Services Commission. In my time I have serve as Vice-Chair and Chair person on the commission. I enjoy serving for the people of Dublin and the commission. I also have experience serving as a board member for a non-profit organization for four years.

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

I understand that making decisions for the overall good of the community can sometimes be unpopular with some neighbors. It is indeed a challenging aspect of serving on the Planning Commission. However, I believe that prioritizing the long-term benefits and overall welfare of the community is essential.

My approach to such situations would be to ensure that decisions are made fairly, objectively, and based on thorough research and evidence. I would strive to balance the immediate concerns of affected neighbors with the broader goals of sustainable growth, environmental stewardship, and economic development.

Moreover, I believe in the importance of transparent communication and community involvement. By clearly explaining the reasons behind decisions and actively listening to the concerns of all stakeholders, we can build trust and understanding. While it may not always be possible to satisfy everyone, I am committed to making decisions that are in the best interest of the community as a whole.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Diverse Appointments: Ensure that boards, commissions, and advisory groups include members from diverse backgrounds to reflect the community's demographics. This included, but not only limited to cultural, ethnic group, race, religion, economic status and age.

Holding Town Halls, listening circles, and surveys can allow the opportunity to gather diverse perspectives and viewpoints and other meaningful data.

Collaborate with Local Organizations: Work with non-profits, cultural groups, and community leaders who have established trust within various communities to help disseminate information and gather feedback.

Neighborhood Associations: Engage with neighborhood associations to understand local concerns and priorities.
It's important to take in consideration of the decisions made and the impact on a specific population and community as a whole.

What is the most important contribution you can make as a member of the Planning Commission?

Balancing Diverse Interests:

Act as a mediator between different stakeholders, ensuring that the interests of residents, businesses, and developers are balanced fairly. I have the ability to look at situations from multiple point of views and lens and understand perspectives.

Promoting Inclusivity:

Advocate for the inclusion of diverse voices in the planning process, ensuring that all community members, regardless of background, have a say in development decisions.

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Learn more about the Planning Commission

Date Time *

7/1/2024

First Name *

Mary

Last Name *

McMahon

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State/Province/Region

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Country

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Phone (Primary) *

[redacted]

Phone (Secondary)

E-mail *

[redacted]

How long have you been a resident of Dublin? *

3

Have you participated in Inside Dublin? *

- ○ Yes
- ◉ No

If yes, what year?

Application Questions

Why are you interested in serving on the Planning Commission?

I am interested in serving on the Planning Commission because I want to be involved in my community and be part of making it a better place to live. I have lived in the City of Dublin for only 3 years and I think the City is amazing. I see how much time and effort is put into the community, and how people care and try to make a difference. I was not born and raised in a community like that, but I want my kids to be raised in this type of community, and I want to be part of this amazingness and just make it better. I also would like the knowledge of what is going on with my community that I can bring back to my HOA board and get more people involved with our community.

What is your knowledge of and experience in Planning and Zoning?

I have worked in the GIS field for 4 years in the City of Pleasanton making maps and projecting data for Pleasanton planners. I was part of the redistricting committee in Pleasanton and created all the maps and district layers that are currently being shown on the City website. I am part of daily zoning projects. We are currently working on a project to make a zoning app for residents within the city, and for our permitting team. My Bachelors degree is in Enviromental Science, minoring in Urban Planning.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I have a minor in Urban Planning from Cal State East Bay. I am part of the project to help redesign Stoneridge Mall at the City on Pleasanton. I admire Architecture. I quite frequently work with Landscape Architects. Having knowledge in Urban Planning, I worked on college projects building water efficient landscaping.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have lots of experience on Boards and Committees. I am currently on my HOA board in my condo complex. We help make decisions on the complex. I am part of the DEIB committee in Pleasanton. We bring inclusion, belonging, and equity to city employees. I am also the leader of the Employee Engagement committee in Pleasanton. We plan events and connect individuals within the City.

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

I am the HOA board in my community. There are many times when I am part of decisions that are not popular with all the neighbors. Recently due to inflation and some of our upcoming projects we had to raise the monthly HOA amount. It did not resonate well with the community. To help them understand the reasoning I created a newsletter that explained why rates had to be raised and provided transparency for them to understand why rates were increased.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

I think one of the most important factors is providing newsletters and other form of communication in different languages so everyone can understand. I think the City of Dublin's social media is fantastic! Providing links on Instagram and facebook to get polling and spread knowledge. Being part of GIS I would suggest doing demographic studies, and seeing based on neighborhoods what is the primary demographic, and start by reaching out to those areas. This can easily be done with census data.

What is the most important contribution you can make as a member of the Planning Commission?

The best contribution I can bring is my skills and knowledge. I have a total of 11 years in the GIS field. Being part of the Planning Commission is reading maps and studying data. I know, I provide maps and data to the City of Pleasanton's Planning Commissioners. I have the experience of looking at a map and understanding what it means, I can easily read data, and I also have background with Urban Planning.

Planning Commission Application

The Planning Commission is an advisory body to the City Council. The Planning Commission is made up of seven community members, including five Planning Commissioners who serve four-year terms, and two Alternate Planning Commissioners who serve two-year terms. The duties and powers of the Planning Commission are spelled out in Chapter 2.12 of the Dublin Municipal Code and include the power to perform duties in reference to Planning, Zoning, and land use, and to make recommendations, for City Council approval, of the following: A comprehensive, long term General Plan for the physical development of the City and land within the City's sphere of influence; Development plans which are consistent with the General Plan; and Regulations, programs, and ordinances as required for the systematic implementation of the General Plan. Rules for conducting Planning Commission Meetings have been established to provide a framework for running Planning Commission meetings, maintaining decorum, and ensuring opportunities for members of the public to address the Planning Commission. These rules have been adopted in accordance with the Dublin Municipal Code (Chapter 2.12.040.C).

The Planning Commission is required under state law to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

Learn more about the Planning Commission

Date Time *
7/14/2024

First Name *
Bradyn

Last Name *
Shaw

Address *
Street Address
[redacted]
Address Line 2
[redacted]
City
Dublin
State/Province/Region
CA
Postal/Zip Code
94568
Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
1

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

If yes, what year?
Fall 2024

Application Questions

Why are you interested in serving on the Planning Commission?

I want to be a part of the planning of the city of Dublin as I plan to become a long term resident and how the city grows will affect me and my future family in the long term.

What is your knowledge of and experience in Planning and Zoning?

I do not have extensive experience in planning and zoning but have had exposures with past projects.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

No

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I served as a non-voting member of the Board of Trustees for my College as the Student Body President.

I served as the president of the Alumni Board for a Leadership Organization for 2 years.

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

Making decisions for groups is never easy as one side will always feel they are wronged. But in the end, if it is good for the community, everyone wins.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Dublin

What is the most important contribution you can make as a member of the Planning Commission?

As a young person just starting to look at buying a house in the Dublin area, the fresh perspective I would bring to the table could benefit by bringing viewpoints that may otherwise not be thought about.

Planning Commission Application

The Planning Commission is an advisory body to the City Council. The Planning Commission is made up of seven community members, including five Planning Commissioners who serve four-year terms, and two Alternate Planning Commissioners who serve two-year terms. The duties and powers of the Planning Commission are spelled out in Chapter 2.12 of the Dublin Municipal Code and include the power to perform duties in reference to Planning, Zoning, and land use, and to make recommendations, for City Council approval, of the following: A comprehensive, long term General Plan for the physical development of the City and land within the City's sphere of influence; Development plans which are consistent with the General Plan; and Regulations, programs, and ordinances as required for the systematic implementation of the General Plan. Rules for conducting Planning Commission Meetings have been established to provide a framework for running Planning Commission meetings, maintaining decorum, and ensuring opportunities for members of the public to address the Planning Commission. These rules have been adopted in accordance with the Dublin Municipal Code (Chapter 2.12.040.C).

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Learn more about the Planning Commission

Date Time *
7/4/2024

First Name *
CHANDRA

Last Name *
SINGH

Address *
Street Address
[redacted]
Address Line 2

City
DUBLIN

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)
[redacted]

E-mail *
[redacted]

How long have you been a resident of Dublin? *
3

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

If yes, what year?

Application Questions

Why are you interested in serving on the Planning Commission?

The rate of our community has been poor. I was a retired FOUNDER PROFESSOR of a school. Our new regulation.

What is your knowledge of and experience in Planning and Zoning?

A person with a experience.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

Our state CALIFORNIA

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

NONE

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

NON POLITICAL

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Representation:
1 local

What is the most important contribution you can make as a member of the Planning Commission?

AGE

Planning Commission Application

The Planning Commission is an advisory body to the City Council. The Planning Commission is made up of seven community members, including five Planning Commissioners who serve four-year terms, and two Alternate Planning Commissioners who serve two-year terms. The duties and powers of the Planning Commission are spelled out in Chapter 2.12 of the Dublin Municipal Code and include the power to perform duties in reference to Planning, Zoning, and land use, and to make recommendations, for City Council approval, of the following: A comprehensive, long term General Plan for the physical development of the City and land within the City's sphere of influence; Development plans which are consistent with the General Plan; and Regulations, programs, and ordinances as required for the systematic implementation of the General Plan. Rules for conducting Planning Commission Meetings have been established to provide a framework for running Planning Commission meetings, maintaining decorum, and ensuring opportunities for members of the public to address the Planning Commission. These rules have been adopted in accordance with the Dublin Municipal Code (Chapter 2.12.040.C).

The Planning Commission is required under state law to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment (FPPC Form 700) and attend Ethics Training.

Learn more about the Planning Commission

Date Time *
7/16/2024

First Name *
John

Last Name *
Wu

Address *
Street Address
[redacted]
Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
13+

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

If yes, what year?

Application Questions

Why are you interested in serving on the Planning Commission?

I am interested in serving on the planning commission because I am passionate about contributing to the thoughtful development and growth of our community. Having lived in Dublin for over 13 years and being deeply involved in real estate in the Bay Area for over 23 years, I have a comprehensive understanding of the local real estate market, property management, and the differences between residential and commercial developments. My extensive knowledge in renovation and construction, combined with my professional experience, enables me to provide valuable insights into the planning process.

Additionally, my commitment to community service is reflected in my role as a member of the Dublin Sister City Committee, where I have actively participated in fostering relationships with other cities around the world and promoting cultural exchange. Serving on the planning commission would allow me to further utilize my skills and experience to ensure that Dublin continues to grow in a sustainable and well-planned manner, preserving the quality of life for all residents.

I am dedicated to maintaining Dublin's unique character while supporting strategic development initiatives that benefit the entire community. My goal is to contribute to informed decision-making that balances growth with the needs and interests of our residents.

What is your knowledge of and experience in Planning and Zoning?

I have over 23 years of experience in real estate, during which I have extensively dealt with planning and zoning regulations. As a real estate broker and owner of a brokerage firm in the Bay Area, I have navigated various zoning laws and planning requirements for real estate properties. My work involves understanding zoning codes, land use policies, and development regulations to ensure compliance and successful project execution based on my clients' needs.

Additionally, my knowledge in renovation and real estate transactions further enhances my ability to assess and contribute to planning and zoning decisions. This experience has equipped me with a comprehensive understanding of how planning and zoning impact property development and community growth.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

Yes, I have experience in urban design, architecture, and landscaping through my extensive work in real estate over the years. As a real estate broker and owner of a brokerage firm, I have been involved in numerous projects that required a deep understanding of these fields.

My experience includes overseeing property renovations and reconstruction projects, where I collaborated with architects, designers, and landscapers to ensure that the final outcome meets both the aesthetic and functional goals of my clients. I have also been involved in the planning and development of residential properties for my clients, which required a keen eye for design, an understanding of urban planning principles, and knowledge of sustainable landscaping practices. This hands-on experience has provided me with a comprehensive understanding of the various aspects of urban design, architecture, and landscaping.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have served on the Dublin School District Budget Committee and the Dublin Sister City Committee. In these roles, I have been actively involved in decision-making processes and strategic planning. My experience on these committees has equipped me with skills in collaboration, community engagement, and policy development, all of which are valuable for serving effectively on boards, commissions, or task forces.

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

As one of the community members in our city, I believe that making decisions for the overall good of the community is essential, even if sometimes they are unpopular with some neighbors. As a community leader, it's important to consider the long-term benefits and the greater good while also listening to and addressing the concerns of all residents. Balancing these factors requires transparency, effective communication, and a commitment to the community's best interests. I am prepared to make difficult decisions that support sustainable growth and improve the quality of life for everyone, even if they are not universally accepted.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can better ensure diverse representation in planning decisions by actively engaging all community segments through various channels. This includes holding public forums, workshops, and town hall meetings, as well as utilizing digital platforms for broader participation. Forming advisory committees with representatives from different demographic groups and partnering with local organizations can also provide valuable insights. Additionally, conducting surveys and focus groups in multiple languages can help gather a wide range of perspectives, ensuring that the city's planning reflects the needs and desires of its diverse population.

What is the most important contribution you can make as a member of the Planning Commission?

The most important contribution I can make as a member of the Planning Commission is leveraging my extensive real estate experience and community involvement to ensure well-informed, balanced, and forward-thinking decisions. With over 23 years in the real estate business, including property management, renovation, and reconstruction, I bring a deep understanding of the complexities of development and the importance of sustainable growth. My commitment to community service and my knowledge of local needs will help ensure that planning decisions enhance the quality of life for all residents while preserving the unique character of our city.

Agenda Item 5.9

STAFF REPORT

CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control) and Ordinance Amending Dublin Municipal Code Chapter 7.29 (Management of PCBs During Building Demolition Projects)

Prepared by: Shannan Young, Environmental & Sustainability Manager

EXECUTIVE SUMMARY:

The City Council will introduce an ordinance revising Dublin Municipal Code Chapter 7.74 to align with new mandates in the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP) issued by the San Francisco Bay Regional Water Quality Control Board. The City Council will also introduce an ordinance revising Dublin Municipal Code Chapter 7.29 to align with new mandates in the MRP related to enhanced best management practices required during complete building demolition of applicable structures.

STAFF RECOMMENDATION:

Take the following actions: 1) Waive the reading and INTRODUCE the Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control); and 2) Waive the reading and INTRODUCE the Ordinance Amending Dublin Municipal Code Chapter 7.29 (Management of PCBs During Building Demolition Projects).

FINANCIAL IMPACT:

Sufficient funds are included in the Fiscal Year 2024-25 and 2025-26 budgets to cover implementation of the requirements in the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit.

DESCRIPTION:

The City of Dublin is a member of the Alameda Countywide Clean Water Program and a co-permittee of the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP). The MRP is issued by the California Regional Water Quality Control Board, San Francisco Bay Region, approximately every five years and imposes requirements intended to minimize impairments to local creeks and to the San Francisco Bay. The MRP evolved from 1987 amendments to the Federal Clean Water Act, as implemented by Environmental Protection Agency regulations adopted in 1990.

In response to the amendments to the Federal Clean Water Act and to Order No. 91-146 issued by the by California Regional Water Quality Control Board, San Francisco Bay Region, the City Council adopted Ordinance No. 9-92 on June 8, 1992, which added Chapter 7.74, Stormwater Management and Discharge Control, to the Municipal Code. Since then, requirements mandated in the MRP have expanded and evolved. The proposed Ordinances include revisions to both Chapter 7.74 and Chapter 7.29 of the Municipal Code to conform with current mandates in the MRP. The proposed Ordinances are consistent with a model ordinance developed by the Alameda Countywide Clean Water Program.

<u>Chapter 7.74 Stormwater Management and Discharge Control</u>
The proposed Ordinance will modify Chapter 7.74 by: repealing Articles I through IV; replacing those as Articles I, II, IV, and V; adding a new Article III; and renumbering current Articles V and VI as Articles VI and VII. The proposed revisions to Chapter 7.74 are summarized below:

- Adds and updates definitions and references to conform with the MRP and applicable federal and state regulations.
- Updates requirements for implementation of best management practices to prevent wastes and pollutants from entering the municipal storm drain system.
- Updates site management requirements pertaining to public and private construction sites and activities, clarifying obligations to implement effective erosion control, run-on and run-off control, sediment control, active treatment systems (as appropriate), good site management, and non-stormwater management through all phases of construction.
- Updates development and design requirements pertaining to new and redevelopment projects, clarifying obligations to implement source control, site design, stormwater treatment measures, and hydromodification management measures (as applicable); as well as obligations for applicable projects to enter into maintenance agreements for the perpetual maintenance of these stormwater facilities.
- Adds trash load control measures and actions to reduce trash impacts on the municipal storm drain system and waterways, including those from illicit discharges, illegal dumping, existing development, new development, and redevelopment.
- Updates provisions related to inspection, progressive enforcement, and penalties for stormwater violations.

The Ordinance includes a new article titled Stormwater Quality Management for Development. The article includes sections related to construction activities, development and redevelopment requirements, trash reduction requirements, and stormwater management maintenance agreements. Adding this new article, results in renumbering existing Articles III, IV, V, and VI, to Articles IV, V, VI, and VII, respectively.

Other than renumbering, the existing Article V, Dublin Ranch East Side Storm Drain Benefit District and existing Article VI, Dublin Ranch West Side Storm Drain Benefit District, to be Article VI and Article VII respectively, the proposed ordinance does not materially change these articles.

Chapter 7.29 Management of PCBs During Building Demolition Projects

Provision C.12 of the MRP, Polychlorinated Biphenyls (PCBs) Controls, requires co-permittees to reduce PCBs discharges in stormwater runoff by implementing controls during the building demolition process. On June 4, 2019, City Council adopted Ordinance No. 06-19 requiring applicable structures constructed or remodeled between 1950 and 1980 to assess priority materials that may contain PCBs prior to demolition to determine if said priority materials contain PCBs in concentrations greater than or equal to 50 parts per million. In situations where PCBs are detected at that concentration, the applicant is required to comply with related applicable federal and state laws. The amendments to Chapter 7.29 consist of changes required to enhance clarity and be consistent with noticing and reporting requirements in the current MRP.

ENVIRONMENTAL DETERMINATION:

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared a Notice of Exemption for the Amendments to the Ordinances.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control)
2) Exhibit A to the Ordinance – Chapter 7.74 (Stormwater Management and Discharge Control)
3) Ordinance Amending Dublin Municipal Code Chapter 7.29 (Management of PCBs During Building Demolition Projects)
4) Exhibit A to the Ordinance – Chapter 7.29 (Management of PCBs During Building Demolition Projects) – Redline Version

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING DUBLIN MUNICIPAL CODE CHAPTER 7.74 (STORMWATER MANAGEMENT AND DISCHARGE CONTROL)

WHEREAS, Article XI, Section 7 of the California Constitution provides that a city or county may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City of Dublin ("City") is subject to the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit ("MRP") administered by the California Regional Water Quality Control Board, San Francisco Bay Region ("Regional Water Board"); and

WHEREAS, the City's Stormwater Program is a mandated program under the federal Clean Water Act which is codified in the City of Dublin Municipal Code Chapter 7.74 Stormwater Management and Discharge Control ("Chapter 7.74"); and

WHEREAS, Ordinance 9-92 allowed the City to comply with Section 402(p) of the Clean Water Act as amended by the Water Quality Act of 1987; and

WHEREAS, the City is a member of the Alameda Countywide Clean Water Program ("Clean Water Program"), a consortium of Alameda County jurisdictions that coordinate on implementation activities required in the MRP; and

WHEREAS, as a member of the Clean Water Program, the City takes an active role in preventing pollution of San Francisco Bay and other tributaries that flow into the bodies of water that make the City and the Bay Area an attractive place to live; and

WHEREAS, the Regional Water Board modified the MRP regulations regarding discharge of stormwater into the stormwater collection system; and

WHEREAS, modifications to Chapter 7.74 are required to comply with the provisions of the modified applicable MRP; and

WHEREAS, the City desires to repeal Articles I through IV of the current Chapter 7.74 to reflect the new MRP requirements and to continue to minimize pollution that flows into local waterways and the San Francisco Bay; and

WHEREAS, the City desires to replace Article I through IV of Chapter 7.74 with updated articles modeled on the Clean Water Program's model ordinance; and

WHEREAS, the City desires to add a new Article III to Chapter 7.74, Stormwater Quality Management for Development; and

WHEREAS, the City desires to renumber the current Articles V through VI of Chapter 7.74 as Articles VI and VII, respectively, and to update the references therein.

NOW, THEREFORE, the City Council of the City of Dublin does ordain the changes attached hereto as **Exhibit A**.

Section 1. **Recitals.** The above recitals are incorporated as though set forth in this section.

Section 2. **Amendment.** Articles I through V of Chapter 7.74 "Stormwater Management and Discharge Control" of Title 7 of the Dublin Municipal Code are hereby updated to be in the form of **Exhibit A** incorporated herein.

Section 3. **Renumbering of Articles V and Article VI.** Articles V and VI are renumbered VI and VII respectively and the sections within those articles are correspondingly renumbered sequentially to follow the numbering of the last section of Article V added by section 2 of this Ordinance.

Section 4. **Severability.** If any section, subsection, provision, or part of this Ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this Ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this Ordinance are severable.

Section 5. **CEQA.** This Ordinance is exempt from the provisions of Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code pursuant to CEQA Guidelines Section 15308 as an action that assures the maintenance, restoration, enhancement or protection of the environment where the regulatory process involves procedures for protection of the environment.

Section 6. **Effective Date.** This Ordinance shall take effect and be enforced 30 days following its final adoption.

Section 7. **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 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 7.74

Stormwater Management and Discharge Control

Sections:

Article I. Title, Purpose and General Provisions

7.74.010 Title.
7.74.020 Purpose and intent.
7.74.030 Compliance with other laws.
7.74.040 Definitions.
7.74.050 Responsibility for administration.
7.74.060 Construction and application.
7.74.070 Scope and limits of this chapter.
7.74.080 Severability and validity.

Article II. Discharge Regulations and Requirements

7.74.090 Discharge of pollutants.
7.74.100 Exceptions to discharge prohibition.
7.74.110 Discharge in violation of permit.
7.74.120 Illicit discharge and illicit connections.
7.74.130 Reduction of pollutants in stormwater.
7.74.140 Special Districts.

Article III. Stormwater Quality Management for Development

7.74.150 Construction activities.
7.74.160 Development and redevelopment requirements.
7.74.170 Reserved for potential future in-lieu fee.
7.74.180 Trash reduction requirements.
7.74.190 Stormwater Management Maintenance Agreements.

Article IV. Inspection and Enforcement

7.74.200 Authority to inspect.
7.74.210 Violations constituting misdemeanors or infractions.
7.74.220 Penalty for violation.
7.74.230 Continuing violation.
7.74.240 Concealment.
7.74.250 Acts potentially resulting in violation of Federal Clean Water Act and/or Porter-Cologne Act.
7.74.260 Violations deemed a public nuisance.
7.74.270 California Code of Civil Procedure Section 1094.6.
7.74.280 Civil actions.
7.74.290 Administrative enforcement powers.
7.74.300 Authority to issue citations or arrest.
7.74.310 Remedies not exclusive.

Article V. Coordination with other Programs

7.74.320 Coordination with Hazardous Materials Inventory and Response Program.

7.74.370 Obligations imposed.
7.74.380 Use of credits.
7.74.390 Use of charge revenue.
7.74.400 Recordation.
7.74.410 Reimbursement agreements.

Article I. Title, Purpose and General Provisions

7.74.010 Title.

The ordinance codified in this chapter shall be known as the “City of Dublin Stormwater Management and Discharge Control Ordinance” and may be so cited.

7.74.020 Purpose and intent.

A. The purpose of this chapter is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and general welfare of city of Dublin citizens by:

1. Eliminating non-stormwater discharges to the municipal separate storm sewer system (hereinafter referred to as MS4);

2. Controlling spills and prohibiting dumping or disposal of materials other than stormwater to the MS4;

3. Reducing pollutants and wastes in stormwater discharges to the maximum extent practicable (hereinafter referred to as MEP);

4. Establishing minimal acceptable requirements for the design of stream buffers and for the protection of the water quality of watercourses, water bodies, the San Francisco Bay, and other significant water resources; and

5. Enabling the city to comply with the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) permit (hereinafter referred to as the MRP), , or as amended or revised, NPDES Permit No. CAS612008, or any reissuance thereof, and applicable federal and state regulations. The MRP is on file with the City Clerk of the city of Dublin and available on the San Francisco Bay Regional Water Quality Control Board website.

The intent of this chapter is to protect and enhance the water quality of watercourses, water bodies and wetlands, in a manner pursuant to and consistent with the Clean Water Act and California Water Code.

7.74.030 Compliance with other laws.

A. The requirements of this chapter are minimum requirements. They do not replace, repeal, abrogate, supersede, or affect any other more stringent requirements, rules, regulations, covenants, standards, or restrictions. Where this chapter imposes requirements that are more protective of human health or the environment than those set forth elsewhere, the provisions of this chapter shall prevail.

B. Approvals and permits granted under this chapter are not waivers of the requirements of any other laws, nor do they indicate compliance with any other laws. Compliance is still required with all applicable federal, state, regional and local laws and regulations, including rules promulgated under authority of this chapter.

7.74.040 Definitions.

A. Any terms defined in the MRP or the Federal Clean Water Act, or the California Water Code and acts amendatory thereof or supplementary thereto, and/or defined in the regulations for the stormwater discharge permitting program issued by the United States Environmental Protection Agency on November 16, 1990 (as may from time to time be amended), as used in this chapter, shall have the same meaning as in that statute or regulations. Specifically, the definitions of the following terms included in that statute or regulations are hereby incorporated by reference, as now applicable or as may hereafter be amended:

1. **"**Applicant**"** means any Person applying to the city of Dublin for permitting or approval of a project.

2. **"**Authorized enforcement official**"** means the following city officials and their designated associates, employed by the city or working under a contract with the city: Fire Chief, Public Works Director, City Engineer, and Building Official.

3. **"**Best management practice (BMP)" means structural device, measures, facility, activity, schedules of activities, prohibitions of practices, general good housekeeping practices, pollution-prevention practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to "waters of the United States." BMPs also include treatment requirements, operating procedures, and practices to control plant-site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

4. **"**Biotreatment Soil Media (BSM)" means a soil blend designed to meet the specifications approved by the San Francisco Bay Regional Water Quality Control Board Executive Officer and incorporated into the C.3 Technical Guidance Manual.

5. **"**C.3 Technical Guidance Manual**"** means the most recent version of the Alameda Countywide Clean Water Program manual that sets forth guidance, design standards and best management practices for low impact development.

6. **"**City**"** means the city of Dublin.

7. **"**Construction activity**"** means any activity that involves soil disturbing activities including, but not limited to, grubbing, clearing, filling, leveling, building, paving, grading, demolition, and ground disturbances such as stockpiling and excavation unless exempted by the municipal code.

8. "Development" or "development project" means construction, rehabilitation, redevelopment, or reconstruction of any public or private residential project (whether single-family, multi-unit, or planned unit development); or industrial, commercial, or other non-residential project, including public agency projects. Development projects as defined here and used in this chapter includes redevelopment, which means land-disturbing activity that results in the creation, addition, or replacement of exterior impervious surface area on a site on which some past development has occurred. Development or development project includes, but is not limited to, a rezoning, tentative parcel map, conditional use permit, variance, site development permit, design review, or building permit.

9. **"**Development runoff requirements**"** means the provisions in the MRP and any additional city standards that contain performance standards to address both the construction and post-construction phase of new and development projects on stormwater quality.

10. **"**Discharge**"** means:

    a. Any addition or discharge of any pollutant or combination of pollutants and waste directly or indirectly to the storm drain system or to waters of the United States or waters of the State from any activity or operation, or

    b. Any addition of any pollutant, waste, or combination of pollutants and waste directly or indirectly to the storm drain system or to the waters of the contiguous zone or the ocean from any activity or operation other than a vessel or other floating craft being used as a means of transportation.

    This includes additions of pollutants or waste to waters of the United States or waters of the State from: surface runoff which is anthropogenically collected or channeled; discharges through pipes, sewers, or other conveyances, including street surfaces and curb and gutters, owned by a State, municipality, or other Person which do not lead to a treatment facility; and discharges through pipes, sewers, or other conveyances, leading to privately owned treatment works.

11. **"**Discharger**"** means a Person or entity who or which, respectively, allows, causes, permits to occur, or performs a discharge. "Discharger" also means the owners of real

property on which such activities, operations or facilities are located; provided, however, that a local government or public authority is not a discharger as to activities conducted by others in public rights-of-way

12. **"**Full trash capture" or a "full trash capture system or device" means any device or series of devices that traps all particles retained by a minimum five-millimeter mesh screen and has a design treatment capacity of not less than the peak flow rate resulting from a one-year, one-hour storm in the tributary drainage catchment area.

13. **"**Green stormwater infrastructure (GSI)" means infrastructure that uses vegetation, soils, and natural processes to intercept stormwater or stormwater runoff for either infiltration into the ground, evaporation, slowed release into the MS4, or some combination thereof. GSI is a natural and environmentally sustainable approach to managing stormwater runoff using specially designed landscaped areas, pervious surfaces, and rainwater capture and use. As Low Impact Development practices are often implemented with GSI, these concepts are together referred to as LID/GSI.

14. **"**Hydromodification" means modification of a stream's hydrograph, caused in general by increases in flows and durations that result when land is developed (e.g., made more impervious). The effects of hydromodification include but are not limited to increased bed and bank erosion, loss of habitat, increased sediment transport and deposition, and increased flooding.

15. **"**Hydromodification Management (HM)" means engineered systems designed to minimize changes to the hydrograph (hydromodification) resulting from development by matching the flow durations (long-term temporal patterns of volume and rate) of the pre-project runoff.

16. **"**Illicit connection**"** means any device or method that conveys an illicit discharge to a MS4 or receiving water, or any conveyance that has not been documented in plans, maps, or equivalent records and approved by the city.

17. **"**Illicit discharge" means any discharge to the MS4 that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. This includes all non-stormwater discharges not composed entirely of stormwater, except discharges allowed pursuant to an NPDES permit (other than the NPDES permit for discharges from the MS4).

18. "Local Agency Investment Fund (LAIF)" means a voluntary program created by statute which began in 1977 as an investment alternative for California's local governments and special districts. The LAIF program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of

dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

19. "Low impact development (LID)" uses site design and stormwater management to maintain the site's pre-development runoff rates and volumes. The goal of LID is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, detain, and/or biotreat stormwater runoff on or near the site. At the site scale, GSI is a subset of LID. As LID practices are often implemented with GSI, these concepts are referred together as LID/GSI.

20. "Lot" means a piece or parcel of land owned as a single unit in common ownership, occupied or intended to be occupied by a principal building or a group of such buildings and accessory buildings, or utilized for a principal use and uses accessory thereto, together with such open spaces as are required by this title, and having frontage on and access to an approved and accepted city street that meets the standards of width and improvements as specified in the regulations of the city contained in or adopted pursuant to the subdivision title and street improvement chapter as to the section and the frontage of the lot involved, or having frontage on and access to an approved private street.

21. "Maximum extent practicable (MEP)" means a standard for implementation of stormwater management programs to reduce pollutants in stormwater to the maximum extent possible, taking into account equitable considerations and competing facts including but not limited to the seriousness of the problem, public health risks, environmental benefit, pollutant removal effectiveness, regulatory compliance, cost and technical feasibility.

22. "Municipal Regional Stormwater NPDES Permit (MRP)" means the California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater NPDES permit issued to the city of Dublin, Permit No. CAS612008 and any subsequent amendment, reissuance, or successor to this NPDES permit.

23. "Municipal separate storm sewer system (MS4)" means and includes, but is not limited to, those facilities within the city by which stormwater may be conveyed to waters of the United States, including any roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains, which are not part of a publicly owned treatment works (POTW) as defined at 40 Code of Federal Regulations Section 122.2.

24. "Non-stormwater discharge" means any discharge that is not entirely composed of stormwater.

25. "NPDES" means National Pollutant Discharge Elimination System.

26. “NPDES permit” means a NPDES permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or a California Regional Water Quality Control Board pursuant to the Clean Water Act and the California Water Code that authorizes discharges to waters of the United States.

27. “Person” means an individual, corporation, partnership, association, State, municipality, commission, political subdivision of a State, or any interstate body.

28. “Pollutant” means dredged soil, solid waste, incinerator residue, filter backwash, sewage, pet wastes, manure, garbage, sewage sludge, munitions, chemical wastes or byproducts, fuels, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.)), heat, wrecked or discarded equipment, sediment, contaminated waste discharged from hot tubs, pools or spas, dumped yard wastes, food related wastes, rock, sand, dirt, and industrial, municipal and agricultural waste discharged into water, or placed in an area or manner such that it could be swept away or carried by stormwater runoff.

29. “Premises” means any building, lot, parcel, real estate, or land or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

30. “Regulated Project” means a development project, as defined in MRP Provision C.3. These projects are required to implement LID source control, site design, and LID/GSI stormwater treatment, onsite or at a joint stormwater treatment facility, in accordance with the criteria for LID/GSI and numeric sizing for stormwater treatment systems and may be required to implement hydromodification management as put forth in the MRP.

31. “Responsible person” means the owner, occupant, or entity responsible for any premises, or who engages in any activity, from which there is or may be a non-stormwater discharge or any Person who releases pollutants or waste to the MS4.

32. “Source control” means structural or operational BMPs that are intended to prevent pollutants from coming into contact with stormwater through the physical separation of areas or careful management of activities that are sources of pollutants.

33. “State” means the State of California.

34. “Stormwater” means temporary surface water runoff and drainage generated by immediately preceding storms. This definition shall be interpreted consistent with the definition of “stormwater” in Section 122.26 of Title 40 of the Code of Federal Regulations.

35. “Stormwater treatment system” means any engineered system designed to remove pollutants and waste from stormwater runoff by settling, filtration, biological

degradation, plant uptake, media absorption/adsorption, or other physical, biological, or chemical process. This includes landscape-based systems such as grassy swales and bioretention areas as well as some proprietary treatment systems.

36. "Urban Runoff Requirement Acknowledgement" means the form regarding construction stormwater BMPs that must be completed by developers of projects not required to file a Notice of Intent with the State Water Resources Control Board.

37. "Waste" means sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for the purposes of, disposal.

38. "Watercourse" means:

    a. An elongated open depression or channel in which water may or does flow; or

    b. A conduit or channel intended for the conveyance of water whether open or closed; or

    c. A stream or course of running water flowing on the earth; or

    d. A ditch or artificial channel created for the conveyance of water.

39. "Waters of the State" means any surface water or groundwater, including saline waters, within the boundaries of the State.

40. "Waters of the United States" shall have the same meaning as set forth in 40 Code of Federal Regulations Section 120.2 or any successor provisions.

7.74.050 Responsibility for administration.

This chapter shall be administered for the city by the Public Works Director. Where storm drain facilities and/or watercourses have been accepted for maintenance by the Zone 7 Water Agency or other public agency legally responsible for certain watercourses, the responsibility for enforcing the provisions of this chapter may be assigned to such an agency (through contract or agreement executed by the city and such agency) with respect to those watercourses for which they have accepted maintenance.

The Public Works Director is authorized to promulgate administrative procedures and/or policies needed to implement this chapter without having to amend the Ordinance.

7.74.060 Construction and application.

This chapter shall be construed to assure consistency with the requirements of the Federal Clean Water Act and acts amendatory thereof or supplementary thereto, the California Water Code and applicable implementing regulations, and the MRP and any amendment, revision, or reissuance thereof.

The standards established by this chapter are minimum standards. Therefore, this chapter does not intend nor imply that compliance by any discharger will ensure that the discharger will not cause contamination, pollution, or unauthorized discharge of pollutants or waste into waters of the United States or waters of the State. Ensuring that the discharger does not contaminate, pollute, or otherwise discharge pollutants or waste into the waters of the United States or waters of the State is the ultimate responsibility of the discharger. This chapter shall not create liability on the part of the city or any city agent or employee for any damages that result from the discharger's reliance on this chapter or any lawful administrative decision made under this chapter.

7.74.070 Scope and limits of this chapter.

A. This chapter shall apply to:

1. Ministerial as well as discretionary approvals of development projects.

2. Dischargers at or from parcels and premises within the city, which have been found to, or may be reasonably considered to, cause or contribute to pollution of stormwater runoff or illegal connections and other illicit discharges.

B. Nothing in this chapter shall be interpreted to infringe any right or power guaranteed by the United States constitution or the California Constitution, including any vested property right.

7.74.080 Severability and validity.

If any portion of the ordinance codified in this chapter is declared invalid, the remaining portions of such ordinance are to be considered valid.

Article II. Discharge Regulations and Requirements

7.74.090 Discharge of pollutants.

A. General Prohibition. Any discharge to the MS4 not composed entirely of stormwater is prohibited, except as set forth in Section 7.74.100.

B. The city has the authority and duty to require any Person intending to connect to the MS4 to adhere to this chapter, the MRP, and any amendment, revision, or reissuance thereof.

C. It is unlawful to throw, deposit, leave, abandon, maintain or keep materials or wastes on public or private lands in a manner and place where they may result in an illicit discharge.

7.74.100 Exceptions to discharge prohibition.

A. The following discharges are exempt from the prohibitions set forth in Section 7.74.090 above:

1. Any discharge regulated under an NPDES permit issued to the discharger and administered by the state of California under authority of the United States Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit and other applicable laws or regulations.

2. Exempt discharges, as identified in the MRP. Unpolluted discharges from those sources or activities specifically identified in or pursuant to the MRP as exempt discharges, unless they are identified by the city or the San Francisco Bay Regional Water Quality Control Board as a source of pollutants to receiving waters, in which case they shall be addressed as conditionally exempt discharges.

3. Conditionally exempt discharges, as identified in the MRP. Discharges from those sources or activities specifically identified in or pursuant to the MRP as conditionally exempt discharges shall not be a violation of this chapter provided that (1) they are identified by the city or San Francisco Bay Regional Water Quality Control Board as not being sources of pollutants to receiving waters, or (2) applicable BMPs are developed and implemented to eliminate adverse impacts associated with such sources or activities and required conditions described in the MRP are met prior to the discharge.

B. If the Regional Water Quality Control Board or the city determines that an exempt or conditionally exempt discharge results in or contributes to a violation of the MRP or of any applicable water quality standard for receiving waters, either separately or when combined with other discharges, or is a danger to public health or safety, the authorized enforcement official may give written notice to the Responsible Person that the discharge exemption shall not apply to the discharge at issue following a 10-day period commencing upon delivery of the notice. Upon expiration of the 10-day period any such discharge shall be unlawful.

7.74.110 Discharge in violation of permit.

A. Any discharge that would result in or contribute to a violation of the MRP, either separately considered or when combined with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the Person(s) causing or responsible for the discharge, and such Persons shall defend, indemnify, and hold harmless the city in any administrative or judicial enforcement action relating to such discharge.

B. Every owner of real property within the city shall manage their property in a manner to avoid violation of this code. The property owner shall be liable for violations thereof regardless of any contract or agreement with any third party regarding the property. When there are multiple property owners, the property owners shall have joint and several liability.

1. Every property owner in the city is required to conduct all activities in a manner to avoid violation of this Code and to correct any nuisance condition.

2. It shall be the duty of every property owner to keep all parcels of land under the property owner's possession or control free of nuisance conditions.

7.74.120 Illicit discharge and illicit connections.

A. It is prohibited to establish, use, maintain, commence, or continue any illicit drainage connections or illicit discharges to the MS4. This prohibition is expressly retroactive and applies to connections made in the past, regardless of whether made under a permit or other authorization or whether permissible under the law or practices applicable or prevailing at the time of the connection.

1. Any Person responsible for a discharge, spill or pollutant release, including those resulting from activities associated from mobile businesses, shall promptly cease and desist discharging and/or cleanup and abate such a discharge as directed by the authorized enforcement official.

2. Any Person responsible for an illicit connection shall promptly remove the connection as directed by the authorized enforcement official.

3. The city may perform cleanup and abatement work and recover its costs from the responsible Person as provided in Dublin Municipal Code Section 1.04.061. This remedy is in addition to and does not supersede or limit any and all other remedies, both civil and criminal, provided in Article IV and the Dublin Municipal Code.

B. The authorized enforcement official shall have the authority to inspect any activity conducted within the city pursuant to Article IV.

C. When any activity is being performed contrary to the provisions of this code and has the potential to result in a discharge to the MS4, the authorized enforcement official may order the activity stopped until appropriate controls are implemented pursuant to Article IV.

7.74.130 Reduction of pollutants in stormwater.

Any Person engaged in activities that will or may result in pollutants or waste discharges entering the MS4, natural surface waters, or watercourses shall undertake all practicable measures to cease such activities, and/or eliminate or reduce such pollutants and waste discharges. Examples of such activities include, but are not limited to, ownership and use of facilities such as parking lots, gasoline stations, auto services, industrial facilities, and commercial facilities fronting city streets. The following minimal requirements shall apply.

A. Littering.

1. No Person shall throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left or maintained, any refuse, rubbish, garbage, or other discarded or abandoned objects, articles, and accumulations, in or upon any street, alley, sidewalk, storm drain inlet, catch basin, conduit or other drainage structure, business place, or upon any public or private lot of land in the city, so that the same might be or become a pollutant or waste discharge, except in lawfully established garbage containers or in lawfully established dumping grounds.

2. No Person shall throw or deposit litter in any fountain, pond, lake, creek, or any other body of water in a park or elsewhere within the city.

B. Standard for maintenance of premises.

1. Persons owning or operating premises shall clean the property and storm drainage structures as frequently and thoroughly as practicable in a manner that does not result in discharge of pollutants or waste to the MS4.

2. The Responsible Person for any business in the city in front of which there is a paved sidewalk shall maintain said sidewalk free of dirt and litter to the maximum extent practicable. Sweepings from said sidewalk shall not be swept or otherwise made or allowed to go into the gutter, roadway, or MS4, but shall be disposed of in receptacles maintained on said real property as required for the disposal of garbage.

3. If wet cleaning is required to maintain the appearance of the sidewalk, parking lot, or other exterior surfaces, the surface cleaning guidelines established by the Alameda Countywide Clean Water Program shall be used.

C. Trash Control

1. An authorized enforcement official may require installation and maintenance of full trash capture device(s) that meet the requirements of the San Francisco Bay Regional Water Quality Control Board on private storm drain inlets if implemented BMPs do not prevent the discharge of trash or other pollutants to the MS4 from private parking lots and drainage facilities.

2. At a minimum, the full trash capture system covering the entirety of the parcel must be installed before the onsite drainage enters the MS4 (i.e., trash capture must take place no farther downstream than the last private stormwater drainage structure on site).

3. The authorized enforcement official may require Persons owning, operating, or maintaining such Premises to enter into an operation and maintenance agreement, in a form approved by the city and which has been recorded against the property with

the Alameda County Recorder's Office, to ensure perpetual operation and maintenance of the full trash capture system.

4. Upon transferring ownership of the property, any property owner required to install and maintain a full trash capture system shall notify the city in writing of the transfer of ownership, provide the new owners with a copy of the maintenance agreement, and inform the new owners in writing of their obligation to properly operate and maintain the full trash capture system.

5. It shall be unlawful to alter, modify, change, or remove any full trash capture system without first obtaining from the Authorized Enforcement Official written certification that the requirements of this Article and the MRP have been satisfied.

D. Organic matter.

1. Sweeping, blowing, or otherwise causing leaf litter, yard trimmings, or other organic matter in a manner that allows it to enter the MS4 is prohibited.

E. Notice of Intent and compliance with State Water Resources Control Board General Stormwater Permits.

1. Each industrial discharger, discharger associated with construction activity, or other discharger described in any general stormwater permit addressing such discharges as may be adopted by the United States Environmental Protection Agency, the State Water Resources Control Board, or the San Francisco Bay Regional Water Quality Control Board, shall provide Notice of Intent to comply with, and undertake all activities required by any general stormwater permit as applicable to such discharges.

F. Proof of compliance with a general stormwater permit may be required in a form acceptable to the city's designated representative prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan or business license; upon inspection of a facility; during any enforcement proceeding or action; or for any other reasonable cause.

G. Incidental irrigation runoff is the unintended amounts of runoff that leave the area of application such as minimal overspray. Water leaving the intended area of application is not incidental if it is due to the design, excessive application, intentional overflow or application, or inadequate maintenance. Irrigation systems must be designed and maintained to conserve water and prevent water from leaving the area of application. Responsible Persons shall control irrigation systems to prevent excessive irrigation runoff by implementing the following BMPs:

1. Detect and repair leaks from the irrigation system within 72 hours of discovering the leak;

2. Properly design and aim sprinkler heads to only irrigate the planned application area;

3. Do not irrigate during precipitation events; and

4. Where recycled water is used for irrigation, the user must conform to the requirements set forth in the city's Municipal Code, Chapter 8.88 Water-Efficient Landscaping Regulations, as amended from time to time, or those given by the MRP, whichever are greater.

H. Best management practices (BMPs) and standards to reduce stormwater and non-stormwater pollutants.

1. Responsibility to implement BMPs. Any Person engaged in activities or operations or owning or occupying facilities or property that will or may result in pollutants entering the MS4 or receiving waters shall implement BMPs to prevent and reduce such pollutants.

I. City may establish BMPs. In addition to BMPs set forth in any general stormwater permit or individual NPDES permit, and notwithstanding the discharge exemptions set forth in Section 7.74.130, the city may establish and require compliance with BMPs for any activity, operation, or facility that may cause or contribute to degradation, pollution, or contamination of stormwater, the MS4, or receiving waters.

J. The Public Works Director may require submission of information to evaluate the implementation and/or require the implementation of BMPs, including, but not limited to, the following:

1. Minimum BMPs. All dischargers must implement and maintain at least the following minimum best management practices: Appropriate BMPs will be implemented to prevent pollutant and waste sources from entering the city's storm drain collection system that are associated with outdoor process and manufacturing areas, outdoor material storage areas, outdoor waste storage and disposal areas, outdoor vehicle and equipment storage and maintenance areas, outdoor parking and access roads, outdoor wash areas, outdoor drainage from indoor areas, rooftop equipment, contaminated and erodible surfaces, or other sources determined by the Public Works Director to have a reasonable potential to contribute to pollution of stormwater runoff.

2. Inspection, Maintenance, Repair and Upgrading of Best Management Practices. Best management practices at staffed and unstaffed facilities must be inspected and maintained by the discharger according to manufacturer specifications and/or the California Stormwater Quality Association (CASQA) Stormwater BMP Handbooks. These best management practices must be maintained so that they continue to function as designed. Best management practices that fail must be repaired as soon as it is safe to do so. If the failure of a best management practice indicates that the

best management practices in use are inappropriate or inadequate to the circumstances, the practices must be modified or upgraded to prevent any further failure in the same or similar circumstances.

K. Containment and notification of spills.

1. Notwithstanding any other requirement of law, any known or suspected spill or release of pollutants or wastes which result or may result in an illicit discharge into the [Agency] storm drain system, Waters of the United States, or Waters of the State, shall be reported immediately in the following manner by any Responsible Person for a facility or Responsible Person for the facility's emergency response:

   a. The release of a hazardous material or hazardous waste shall be immediately reported to emergency services by emergency dispatch services (911).

   b. The release of a nonhazardous waste shall be reported to the Public Works Department at 925-833-6630 no later than 5:00 p.m. on the same business day. If the release occurs on a weekend or holiday, notification by phone shall be made on the next business day. A written notification of the release shall also be made to the Public Works Director within five business days of the release.

2. For any discharge subject to the reporting requirements of the State of California Water Code Sections 13271 and 13272, notification in compliance therewith shall constitute sufficient notification for the purposes of this section.

7.74.140 Special Districts.

The city has the authority and duty to require adherence to the MRP by Special Districts, if the Special District intends to connect to the MS4.

Article III. Stormwater Quality Management for Development

7.74.150 Construction activities.

All construction sites shall implement effective erosion control, run-on and runoff control, sediment control, active treatment systems (as appropriate), good site management, and non-stormwater management through all phases of construction (including, but not limited to, demolition, site grading, building and finishing of lots) until the site is fully stabilized by landscaping or the installation of permanent erosion control measures. Construction sites shall conform to the MRP Provision C.6 Construction Site Control requirements, as well as the following requirements:

A. Any Person performing construction activities in the city shall implement appropriate BMPs to prevent the discharge of sediment, construction waste or contaminants from construction materials, tools, and equipment from entering the storm drain system or watercourse.

B. Any Person performing construction activities for which a city permit is required must submit for review and approval an Erosion and Sediment Control Plan, as described in the Grading Regulations Ordinance, Dublin Municipal Code, Chapter 7.16, Section 7.16.600. Said plan shall also include appropriate BMPs that provide for effective control for other pollutants or waste that may be generated from the site. City permits shall not be issued until an acceptable Erosion and Sediment Control Plan is submitted and approved. All Projects performed in the city must comply with the following provisions:

1. Projects regulated under the State Construction General Permit shall present evidence of coverage under the State Construction General Permit by disclosing the Waste Discharger Identification (WDID) number.

2. Projects not covered by the State Construction General Permit shall complete an Urban Runoff Requirements Acknowledgement, or other equivalent form as available from the city. No construction activity may commence until adequate BMPs have been installed conforming to the State Construction General Permit and/or MRP Provision C.6 Construction Site Control requirements.

C. The Erosion and Sediment Control Plan shall be implemented year-round and must be updated to reflect changing conditions on the project site. Modifications to the Erosion and Sediment Control Plan shall be submitted to the city for review and approval.

D. Ground disturbing activities requiring a permit shall provide signage notifying the public to call the City Public Works Department at (925) 833-6630 for spills or erosion control violations. The sign shall be at least 18 inches, made of materials that shall withstand weather for the duration of the project, and shall be clearly visible from the right-of-way. Lettering shall be at least 3 inches high and easily readable.

E. The city’s authorized enforcement official shall have the authority to inspect construction activities with the city pursuant to Article IV.

F. When any work is being performed contrary to the provisions of this section, the authorized enforcement official may order the work stopped by notice in writing served on any Persons engaged in doing or causing the work to be done. Such work shall stop until the authorized enforcement official authorizes the work to proceed. This remedy is in addition to and does not supersede or limit any and all other remedies, both civil and criminal provided in the Dublin Municipal Code.

7.74.160 Development and redevelopment requirements.
Development projects shall conform to the MRP Provision C.3 New and Redevelopment Standards, Provision C.6 Construction Site Control requirements, and Provision C.10 Trash Load Reduction Requirements.

A. Stormwater Source Controls. Source controls as described in the MRP and in further detail in the city of Dublin Stormwater Standard Plans, are required for all development projects doing work in the city. Exemptions from certain stormwater source controls due to extreme hardship may be granted on a limited basis.

B. Site design techniques. Development projects that fall into the applicable thresholds as defined in the MRP, shall incorporate at least one of the following site design techniques, as applicable to the project:

1. Direct roof runoff areas into cisterns or rain barrels for use.

2. Direct roof runoff onto vegetated areas through disconnected roof leaders that are properly located to prevent erosion of landscaped materials.

3. Direct runoff from sidewalks, walkways, patios, driveways, or uncovered parking to vegetated areas.

4. Construct sidewalks, walkways, patios, driveways, uncovered parking, or bike lanes with permeable surfaces as defined in the MRP.

Applicants for these projects shall select, design, and construct these site design measures, as applicable, with the requirements and guidelines set forth in the most current version of following documents:

1. Municipal Regional Stormwater NPDES permit.

2. Technical Guidance Manual.

The above referenced documents, as amended and reissued from time to time, are incorporated by reference into this chapter. These documents shall be available at the city's or the Alameda Countywide Clean Water Program website.

C. Regulated Projects, as defined in the MRP and Section 7.74.040, are required to incorporate additional site design, stormwater treatment, and hydromodification management measures. These measures are required to remain in place post-construction to address stormwater runoff pollutant discharges and prevent increases in runoff flow rates and volumes. Applicants for new development and redevelopment projects shall select, design and construct site design, stormwater treatment, and hydromodification management measures, as applicable, to the satisfaction of the city in accordance with the requirements and guidelines set forth in the most current version of following documents:

1. Municipal Regional Stormwater NPDES permit.

2. City of Dublin Stormwater Standard Plans.

3. C.3 Technical Guidance Manual.

The above referenced documents, as amended and reissued from time to time, are incorporated by reference into this chapter. These documents shall be available at the city's or the Alameda Countywide Clean Water Program website.

D. Regulated Projects shall include LID/GSI treatment measures, as set forth in the MRP per the following provisions:

1. Project phasing. Project proponents may not phase projects to avoid implementing stormwater requirements. Projects submitted to the city within one year for the same property shall be considered one project in terms of creating or replacing impervious surface area. Project proponents shall meet the applicable requirements based on cumulative impervious surface on the property. In addition, any project, phase of project, or individual lot within a larger previously approved project, shall be considered one project, and must adhere in its entirety to the requirements of this section, as set forth at the time of submittal of the most recent application.

2. Subdivisions of land. Parcels of land which are subdivided for future construction shall make provision for stormwater requirements anticipating future build out. Stormwater improvements shall be considered part of the infrastructure and are required to be installed with other infrastructure improvements.

3. Placement of LID/GSI treatment measures in common areas. In subdivisions, stormwater treatment systems shall be placed in a common area unless prior approval has been obtained by the authorized enforcement official.

4. LID/GSI treatment measures shall not be placed in backyards, or in areas where fencing obstructs access for periodic inspection. All LID/GSI facilities shall be accessible without having to request access through locked areas.

5. Alternative Compliance for low impact development. Notwithstanding the provisions of Section 7.74.180, the authorized enforcement official may, in accordance with the MRP, authorize a Regulated Project to provide alternate compliance by treating an equivalent flow and pollutant load of the project's stormwater runoff with LID/GSI treatment measures at an on-site location that otherwise would not require treatment, or at an offsite location in the same watershed, in accordance with the MRP. The applicant must request approval for use of alternate compliance prior to approval of a tentative subdivision map, or if there is no subdivision map, prior to approval of a building permit for the Regulated Project. In order to request the use of alternate compliance, the applicant must identify the proposed project location, demonstrate to the satisfaction of the authorized enforcement official that the site is appropriate for use as an LID/GSI treatment location, and provide evidence that it has obtained the

rights to use the project location, as necessary, and that the project will be constructed within the time frames specified in the MRP.

6. Construction-phase LID/GSI requirements.

    a. Bioretention Soil Media (BSM) certification. For LID/GSI incorporating bioretention, certification of the Bioretention Soil Media (BSM), as set forth in the C.3 Technical Guidance Manual, Appendix K,provided by the supplier.

    b. GPS Coordinates. Prior to the city granting final certificate of occupancy or acceptance of improvements, the applicant shall provide GPS coordinates for all installed stormwater treatment facilities, hydromodification management measures, and trash capture devices. The coordinates shall be in a format determined in one of two formats:

        i. GIS layer (shape file or feature class in a geodatabase): Minimally, provide a GIS point layer of the facility inlet, and ideally provide a GIS polygon layer of facility footprint. Layer(s) should contain the device type, manufacturer, model, and date it was installed.

        ii. Excel file (csv or text file) with the information noted above, in addition to a coordinate location pair of Latitude/Longitude or X/Y Coordinates in North American Datum (NAD) 1983 State Plane California III FIPS 0403 Feet, WKID: 2227, Authority: EPSG.

E. Hydromodification management measures.

1. Regulated Projects that are designated as Hydromodification Management projects under the MRP shall demonstrate that the project will not cause an increase in stormwater runoff flow rates, volume, or flow durations over the pre-project existing condition based on the design criteria set forth in the MRP.

2. Hydromodification Management Projects shall implement on-site hydromodification management controls unless a regional hydromodification management control is available to control all or a portion of the project runoff or the project qualifies to use an in-stream alternative hydromodification control measure to control all or a portion of the project runoff.

F. Requirement for Stormwater Management Plan. A Stormwater Management Plan shall consist of a preliminary plan to ensure adequate planning for the management of stormwater runoff and quality control, and a final plan, as approved by a designee of the Public Works Director or City Engineer. Both plans shall be in accordance with the criteria established in the following provisions:

1. A preliminary Stormwater Management Plan shall be submitted for review and approval with all subdivision map, site plan, building permit, or improvement plan applications.

2. The final Stormwater Management Plan must be submitted for review and approval by the Public Works Director or City Engineer as part of the improvement plan review process.

3. All Stormwater Management Plans shall be appropriately sealed and signed by a professional engineer in adherence to all minimum standards and requirements pertaining to the practice of that profession.

4. The stormwater treatment systems must be designed in accordance with the requirements specified in the MRP and with the design guidelines detailed in the most recent C.3 Technical Guidance Manual.

G. Maintenance access easements.

1. The Property Owner must ensure access from the public right-of-way to stormwater treatment facilities, HM systems and full trash capture devices for the purpose of inspection, maintenance, and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. The maintenance access easement must be located such that the stormwater treatment systems are readily accessible for inspection purposes during regular working hours.

H. LID/GSI requirements for projects improving street, sidewalk, or road frontage. Portions of the public right of way that may generate runoff, including sidewalks, curb extensions, pavement replacement, and curb and gutter replacement in the street frontage, that are constructed or reconstructed as part of the Regulated Project are considered part of the Regulated Project.

I. Additional measures. The provisions of this section shall not prohibit an authorized enforcement official from requiring a discharger to take additional measures to achieve the objectives of this chapter or any permit.

7.74.170 Reserved for potential future in-lieu fee.

7.74.180 Trash reduction requirements.

All development projects, including tenant improvement projects, shall conform to the MRP Provision C.10 Trash Load Reduction requirements.

A. Full trash capture systems or devices and actions.

1. All development projects are required to install on-site full trash capture systems or devices selected from the list of full trash capture systems or multi-benefit trash treatment systems certified by the State Water Board. Alternately, development projects may install regional, off-site full trash capture devices if approved by the city.

2. Full trash capture systems or devices are required to remain in place throughout the life of the development project to reduce trash loads from the MS4. Applicants for development projects shall select, design, and construct full trash capture systems or devices, as applicable, to the satisfaction of the city in accordance with the requirements and guidelines set forth in the most current version of following documents:

    a. MRP

    b. C.3 Technical Guidance Manual

The above referenced documents, as amended and reissued from time to time, are incorporated by reference into this chapter. These documents shall be available at the city's or Alameda Countywide Clean Water Program website.

B. If it is infeasible to install full trash captures systems or devices, trash control actions shall be implemented that provide for an equivalent trash reduction.

1. The Applicant must demonstrate to the satisfaction of the city that the trash control programs implemented in lieu of full trash capture devices or systems will provide an equivalent level of trash load reduction. Applicants shall develop and submit a full trash capture equivalency plan to the city for approval. The plan must include the planned trash control actions, projected trash reductions of the actions, implementation schedule, entities responsible for implementing the actions, and the plan to inspect and verify the effectiveness of the actions.

C. Operation and maintenance. Installed full trash capture trash systems or devices shall be operated and maintained by the Responsible Person for the life of the project, following the manufacturer's recommendations for maintenance.

D. Additional measures. The provisions of this section shall not prohibit an authorized enforcement official from requiring a discharger to take additional measures to achieve the objectives of this chapter or any permit.

7.74.190 Stormwater Management Maintenance Agreements.

A. It is a violation of this code for any landowner to fail to properly operate and maintain any approved full capture trash device, stormwater treatment facilities, hydromodification management facilities and/or source control best management practices on the owner's

property. Stormwater treatment systems which do not have a Stormwater Management Maintenance Agreement must be maintained as required by the manufacturer's guidelines and/or to ensure intended functioning of the system(s).

B. Prior to the issuance of any permit for land development activity, development projects required to install full trash capture or LID/GSI systems shall develop and execute a Stormwater Management Maintenance Agreement for the property. The Stormwater Management Maintenance Agreement, also known as the Operation and Maintenance Agreement, shall run with the land, and shall be recorded in the Office of the Alameda County Clerk-Recorder. Provisions in the Stormwater Management Maintenance Agreement are fully enforceable by law. Enforcement action, as detailed in Article IV, may be taken for failure to meet any of the requirements of the Stormwater Management Maintenance Agreement.

C. The Stormwater Management Maintenance Agreement must be entered into between the Property Owner and the city. Responsibility for the operation and maintenance of the stormwater treatment systems shall remain with the Property Owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title, and notification of the successor must be provided to the city.

D. The Property Owner shall bear responsibility for major repair or replacement of any facilities installed in the public Right-of-Way as a condition of project approval.

E. Maintenance of stormwater treatment systems shall be completed in accordance with the Stormwater Management Maintenance Agreement. The Stormwater Management Maintenance Agreement shall be irrevocable and shall obligate all current and future landowners to bear all costs for the annual maintenance, replacement, and record keeping of all stormwater treatment systems.

F. Site plans and operations and maintenance plans for recording shall show at a minimum:

1. Location of on-site stormwater treatment facilities, HM facilities, and full trash capture systems.

2. Location of off-site/public stormwater treatment facilities, HM facilities, and full trash capture systems.

3. A note to reference any stormwater treatment systems stating: "As part of the original construction of the Development, stormwater treatment systems were installed within the Development in connection with the Development's drainage system. Neither the Association nor any Responsible Person or Owner shall do any work, construct any improvement, place any landscaping, or otherwise perform any action whatsoever which alters or interferes with the drainage pattern for any Lot or any portion of the

Common Areas, except to the extent such alteration in drainage pattern is approved in writing by the city of Dublin."

4. A note to reference the Stormwater Management Maintenance Agreement: "The on-site stormwater treatment systems shall be inspected and maintained as detailed in the Stormwater Management Maintenance Agreement."

5. The extent of watercourse buffer, if any, on the subject property by the parcel's boundary landmarks and a label of the watercourse buffer.

6. Provide a note to reference any watercourse buffer stating: "There shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the city of Dublin."

7. A note to reference any protective covenants governing all watercourse buffer areas stating: "Any watercourse buffer shown hereon is subject to protective covenants which may be found in the land records and which restrict disturbance and use of these areas."

G. Annual Report. A report of the annual inspection and maintenance activities completed on the stormwater treatment systems shall be submitted to the city by December 30 each year. The annual inspection report shall include all completed inspection and maintenance forms for the reporting period. The annual inspection shall also include a record of the volume of all accumulated sediment and trash removed from the stormwater treatment systems.

H. Transfer of Property. When a property subject to a Stormwater Management Maintenance Agreement is sold, conveyed, or otherwise transferred to another entity, the Property Owner shall provide written notice of said document to the transferee and provide the city a copy of such notice.

I. Inspection of systems. The authorized enforcement official shall have the authority to inspect stormwater treatment facilities, HM facilities, full trash capture devices and/or source control BMPs pursuant to Article IV.

J. Inadequacy of the system.

1. If a stormwater treatment facility, HM facility, source control BMP, or full trash capture device is found to be inadequate by virtue of physical evidence of operational failure, even though it was built as called for in the approved stormwater management plan, it shall be corrected by the Responsible Person before the development project is finalized and accepted. If the Responsible Person fails to act, the city may use the performance bond to complete the work.

2. If a stormwater treatment, HM system, or trash capture device or system is found to be inadequate by virtue of physical evidence of operational failure at any point during its operating life, it shall be corrected by the Responsible Person. If the Responsible Person fails to act, the city may pursue corrective actions or enforcement pursuant to Article IV.

Article IV. Inspection and Enforcement

7.74.200 Authority to inspect and sample.

A. General procedures.

1. The authorized enforcement official has authority to conduct inspections related to purposes of implementing this chapter on private or public property. Inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of the chapter, including, but not limited to, visual evidence of an actual or potential violation of any provision of this chapter, complaints received, knowledge or physical evidence of subject activities or other pollutant sources and waste discharges, routine inspections, random sampling, sampling in areas with evidence of stormwater pollution, contamination, illicit connections, discharge of non-stormwater.

2. The authorized enforcement official may enter such building or premises at all reasonable times to inspect the same, to inspect and copy records related to stormwater compliance, take measurements, or perform any duty imposed upon the official by this chapter; provided that:

    a. If such building or premises is occupied, the authorized enforcement official shall first present proper credentials and request entry; and

    b. If such building or premises is unoccupied, the authorized enforcement official shall first make a reasonable effort to locate the owner or other Responsible Person having charge or control of the building or premises and request entry.

3. Any such request for entry shall state that the property owner or Responsible Person has the right to refuse entry and that, in the event such entry is refused, inspection may be made only upon issuance of a search warrant by a duly authorized magistrate. In the event the owner or Responsible Person refuses entry after such request has been made, or in the event that the owner or Responsible Person for the building or premises cannot be located, an inspection/abatement warrant authorizing entry shall be obtained prior to the city’s entry onto the building or premises. The official is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such warrant authorizing entry.

4. Routine or area inspections shall be based upon such reasonable selection processes as may be deemed necessary to carry out the objectives of this chapter, including but not limited to random sampling and/or sampling in areas with evidence of stormwater contamination, illicit discharges, discharge of non-stormwater to the stormwater system, or similar factors.

5. Inspections deemed necessary to carry out the objectives of this chapter shall be subject to an inspection fee, consistent with the city's current Fee Schedule for these specific activities.

B. Authority to Sample and Establish Sampling Devices. The city shall have the right to establish on any property such devices as are necessary to conduct sampling or metering operations. During all inspections as provided herein, the authorized enforcement official may take any samples deemed necessary to aid in the pursuit of the inquiry or in the recordation of the activities on-site.

C. Notification of Spills. As soon as any Person in charge of a facility or responsible for emergency response for a facility has knowledge of any confirmed or unconfirmed release of materials, pollutants or wastes which may result in pollutants or non-stormwater discharges entering the MS4, such Person shall take all necessary steps to ensure the discovery and containment and cleanup of such release, and shall notify the city of the occurrence by contacting the City Public Works Department at (925) 833-6630 during regular working hours and confirming the notification by correspondence to the same. After regular working hours, provide notification of spills by contacting the City of Dublin Fire Department Dispatch at 925-447-4257.

D. Follow-Up Action. In accordance with Section 9 and Section 13, and following city inspection, the city may require that any Person in charge of a facility or responsible for emergency response for a facility that has knowledge of any confirmed or unconfirmed release of materials, pollutants or waste which may result in pollutants or non-stormwater discharges entering the MS4, take appropriate action to prevent discharge of pollutants or wastes, including, but not limited to, implementation of appropriate BMPs, as described in Section 7.74.140, and/or installation of full trash capture systems or devices.

E. Requirement to Test or Monitor. An authorized enforcement official may request that any Person engaged in any activity and/or owning or operating any facility which may cause or contribute to stormwater pollution or contamination, illicit discharges, and/or discharge of non-stormwater to the stormwater system, undertake such monitoring activities and/or analyses and furnish such reports as the official may specify. The burden, including costs of these activities shall be borne by the Person. The requested analyses and reports shall bear a reasonable relationship to the need for the monitoring, analyses and reports and the benefits

to be obtained. The recipient of such request shall undertake and provide the monitoring, analyses and/or reports requested.

7.74.210 Violations constituting misdemeanors or infractions.
Unless otherwise specified by ordinance, the violation of any provision of this chapter, or failure to comply with any of the mandatory requirements of this chapter, shall constitute a misdemeanor; except that, notwithstanding any other provisions of this chapter, any such violation constituting a misdemeanor under this chapter may, in the discretion of the city, be charged and prosecuted as an infraction.

7.74.220 Penalty for violation.
A. Upon conviction of a misdemeanor, a Person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth in California Government Code Section 36901.

B. Upon conviction of an infraction, a Person shall be subject to payment of a fine, not to exceed the limits set forth in California Government Code Section 36900. After a third infraction conviction for a violation of the same provision within a twelve (12) month period, subsequent violations of that same provision within a twelve (12) month period may be charged as a misdemeanor.

7.74.230 Continuing violation.
Unless otherwise provided, a Person shall be deemed guilty of a separate offense for each and every day during any portion of which a violation of this chapter is committed, continued or permitted by the Person, shall be punishable accordingly as herein provided.

7.74.240 Concealment.
Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall constitute a violation of such provision.

7.74.250 Acts potentially resulting in violation of Federal Clean Water Act and/or Porter-Cologne Act.
Any Person who violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who discharges waste or wastewater which causes pollution, or who violates any cease and desist order, prohibition, or effluent limitation, may also be in violation of the Federal Clean Water Act and/or Porter-Cologne Act and may be subject to the sanctions of those Acts, including civil and criminal penalty. Any enforcement action authorized under this code may also include notice to the violator of such potential liability.

7.74.260 Violations deemed a public nuisance.
A. In addition to the penalties hereinbefore provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to the public health, safety, and welfare, and is declared and deemed a public nuisance. Such condition may be summarily

abated and/or restored by any authorized enforcement official pursuant to Chapter 5.64 of the Dublin Municipal Code, and/or civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken by the City Attorney.

B. The cost of such abatement and restoration shall be borne by the Responsible Person for the property, and the cost thereof shall be a lien upon and against the property. The procedures of Article IV, Chapter 5.64 of the Dublin Municipal Code shall be followed for any such lien.

C. If violation of this chapter constitutes a seasonal and recurrent nuisance, the City Council shall so declare. Thereafter, such seasonal and recurrent nuisance shall be abated every year without the necessity of any further hearing.

7.74.270 California Code of Civil Procedure Section 1094.6.
The provisions of Section 1094.6 of the California Code of Civil Procedure are applicable to judicial review of city decisions pursuant to this chapter.

7.74.280 Civil actions.
In addition to any other remedies provided in this chapter, any violation of this chapter may be enforced by civil action brought by the city. In any such action, the city may seek, and the court shall grant, as appropriate, any or all of the following remedies:

A. A temporary and/or permanent injunction;

B. Assessment of the violator for the costs of any investigation, inspection or monitoring survey that led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection;

C. Costs incurred in removing, correcting or terminating the adverse effects resulting from the violation;

D. Compensatory damages for loss or destruction to water quality, wildlife, fish, and aquatic life. Assessments under this subsection shall be paid to the city to be used exclusively for costs associated with monitoring and establishing stormwater discharge pollution control systems and/or implementing or enforcing the provisions of this chapter.

7.74.290 Administrative enforcement powers.
In addition to the other enforcement powers and remedies established by this chapter, an authorized enforcement official has the authority to utilize the applicable administrative remedies set forth in Dublin Municipal Code, Chapter 1.06 Administrative Citations, in addition to any or all of the following that apply:

A. Cease and Desist Orders. When an authorized enforcement official finds that a discharge has taken place or is likely to take place in violation of this chapter, the official may issue an

order to cease and desist such discharge, or practice, or operation likely to cause such discharge and direct that those Persons not complying shall: (1) comply with the requirement, (2) comply with a time schedule for compliance, and/or (3) take appropriate remedial or preventive action to prevent the violation from recurring.

B. Notice to Clean and Abate. Whenever an authorized enforcement official finds any oil, earth, dirt, grass, weeds, dead trees, cans, rubbish, refuse, waste, or any other material of any kind, in or upon the sidewalk abutting or adjoining any parcel of land, or upon any parcel of land or grounds, which may result in an increase in pollutants or wastes entering the MS4 or a non-stormwater discharge to the MS4, the official may give notice to the Responsible Person and/or to the tenant, if any, to remove such oil, earth, dirt, grass, weeds, dead trees, cans, rubbish, refuse, waste or other material, in any manner that he or she may reasonably provide. The recipient of such notice shall undertake the activities as described in the notice.

C. Verbal Warning or Written Warning. When an authorized enforcement official finds that a Discharger has violated, or continues to violate, any provision of this chapter, or order issued hereunder, or any other stormwater standards or requirement, the authorized enforcement official may serve upon that Discharger a verbal or written warning notice or notice of violation. The notice includes required corrective actions to occur within a reasonably short and expedient time frame commensurate with the threat to water quality.

D. Stop Work Order. Whenever an authorized enforcement official finds that a Discharger has performed work contrary to the provisions of this section, the authorized enforcement official may order the work stopped by notice in writing served on any Persons engaged in doing or causing the work to be done. Such work shall stop until the authorized enforcement official authorizes the work to proceed.

E. Withholding plan approvals or permits. Whenever an authorized enforcement official finds that a Discharger has performed work contrary to the provisions of this section the city may withhold the issuance of approvals or permits for ongoing or continued work at the property. Such actions by the city may include, but are not limited withholding final certificate of occupancy or acceptance of improvements until the violation has been corrected

7.74.300 Authority to issue citations or arrest.

A. Authorized enforcement officials may issue a citation for an infraction and notice to appear in the manner prescribed by Chapter 5c of Title 3, Part 2 of the Penal Code, or as the same may hereafter be amended. It is the intent of the City Council that the immunities prescribed in Section 836.5 of the Penal Code be applicable to public officers or employees or employees acting in the course and scope of employment pursuant to this chapter.

B. Police officers, but not authorized enforcement officials, shall have and are hereby vested with the authority to arrest or cite any Person who violates any section of this chapter in the manner provided by the California Penal Code for the arrest or release on citation of

misdemeanor infractions as prescribed by Chapter 5, 5c, and 5d of Title 3, Part 2 of the Penal Code, or as the same may be hereinafter amended.

7.74.310 Remedies not exclusive.

Remedies under this article are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

Article V. Coordination with Other Programs

7.74.320 Coordination with Hazardous Materials Inventory and Response Program.

The first revision of the business plan for any facility subject to the city's Hazardous Materials Inventory and Response Program shall include a program for compliance with this chapter, including the prohibitions on non-stormwater discharges and illicit discharges, and the requirement to reduce the discharge of pollutants or wastes to the maximum extent practicable.

ORDINANCE NO. XX – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING DUBLIN MUNICIPAL CODE CHAPTER 7.29 (MANAGEMENT OF PCBs DURING BUILDING DEMOLITION PROJECTS)

WHEREAS, City Staff identified updates to the City of Dublin Municipal Code, Chapter 7.29 Management of PCBs During Building Demolition Projects ("Chapter 7.29") that reflect new regulatory requirements and would reduce stormwater pollution; and

WHEREAS, building demolition is a significant source of polychlorinated biphenyls ("PCBs"), a toxic and pervasive chemical, in urban stormwater and stormwater is the largest identified source of PCBs flowing into the San Francisco Bay; and

WHEREAS, the Municipal Regional Stormwater National Pollution Discharge Elimination System Permit ("MRP"), of which the City of Dublin is a co-permittee, requires permittees to manage PCBs-containing materials during building demolition; and

WHEREAS, the Bay Area Stormwater Management Agencies Association developed a model ordinance ("Model Ordinance") to assist permittees in managing PCBs during building demolition and to effectuate a significant PCB load reduction; and

WHEREAS, the Model Ordinance targets priority building materials including caulking, thermal/fiberglass insulation, adhesive/mastic, and rubber window gaskets, that may contain relatively high levels of PCBs, especially in buildings constructed between 1950 and 1980; and

WHEREAS, the City of Dublin desires to amend Chapter 7.29 to meet new requirements in the MRP and to reduce PCBs in stormwater runoff originating in the City of Dublin.

NOW, THEREFORE, The City Council of the City of Dublin does ordain the changes attached hereto as **Exhibit A**.

Section 1. Recitals. The above recitals are incorporated as though set forth in this section.

Section 2. Amendment. Chapter 7.29 is hereby amended as set forth in **Exhibit A** incorporated herein.

Section 3. Severability. If any section, subsection, provision, or part of this Ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this Ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this Ordinance are severable.

Section 4. CEQA. This Ordinance is exempt from the provisions of Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code pursuant to CEQA Guidelines Section 15308 as an action that assures the maintenance, restoration, enhancement

or protection of the environment where the regulatory process involves procedures for protection of the environment.

Section 5. **Effective Date.** This Ordinance shall take effect and be enforced 30 days following its final adoption.

Section 6. **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.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 7.29

Management of PCBs During Building Demolition Projects

Sections:

Section 7.29.010. Purpose.
Section 7.29.020. Definitions.
Section 7.29.030. Applicability.
Section 7.29.040. Exemptions.
Section 7.29.050. PCBs in Priority Building Materials Screening Assessment.
Section 7.29.060. Agency notification, abatement, and disposal for identified PCBs.
Section 7.29.070. Compliance with California and federal PCBs laws and regulations.
Section 7.29.080. Information submission and applicant certification.
Section 7.29.090. Recordkeeping.
Section 7.29.100. Obligation to notify city of Dublin of changes.
Section 7.29.110. Liability.
Section 7.29.120. Enforcement.
Section 7.29.130. Fees.
Section 7.29.140. City projects.

7.29.010. Purpose.

A. The provisions of this chapter shall be construed to accomplish the following purposes:

1. Require building demolition permit applicants (applicants) to conduct a PCBs in priority building materials screening assessment and submit information documenting the results of the screening. Such documentation to include: (a) the results of a determination whether the building proposed for demolition is high priority for PCBs-containing building materials based on the structure age, use, and construction; (b) the concentration of PCBs in each priority building material present; (c) for each priority building material present with a PCBs concentration equal to or greater than fifty (50) ppm, the approximate amount (linear feet or square feet) of that material in the building; and (d) provide evidence to the city of Dublin that PCBs in demolished buildings are properly managed to minimize transport to the municipal separate storm sewer system by obtaining and providing to the city official documentation of said disposal.

2. Inform applicants with PCBs present in one (1) or more of the priority building materials (based on the above screening assessment) that they must comply with all related applicable federal and state laws. This may include reporting to the U.S. Environmental Protection Agency (EPA), the San Francisco Bay Regional Water Quality Control Board

(Regional Water Board), and/or the California Department of Toxic Substances Control (DTSC). Additional sampling for and abatement of PCBs may be required.

3. Meet the requirements of the Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act, and the Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit Order No. R2-~~2015-0049~~2022-0018 (MRP), and any and all subsequent amendments, reissuances, or successor to this NPDES permit.

B. The requirements of this chapter do not replace or supplant the requirements of California or federal law, including but not limited to the Toxic Substances Control Act, 40 Code of Federal Regulations (CFR) Part 761, and California Code of Regulations (CCR) Title 22.

7.29.020. Definitions.

In addition to the general definitions applicable to this code, whenever used in this chapter, the following terms shall have the meanings set forth below:

A. “Applicable structure” means buildings constructed or remodeled from January 1, 1950, to December 31, 1980. Remodeling, partial building, wood framed structure, and single-family residence demolition projects are exempt.

B. “Applicant” means a person applying for a building demolition permit as required by Chapter 7.28.

C. “Appropriate authority” means the building official or designee of the city of Dublin.

D. “Building” means a structure with a roof and walls standing more or less permanently in one (1) place. Buildings are intended for human habitation or occupancy.

E. “Demolition” means the wrecking, razing, or tearing down of any structure. This definition is intended to be consistent with the demolition activities undertaken by contractors with a C-21 building moving/demolition contractor’s license.

F. “DTSC” means the state of California Department of Toxic Substances Control.

G. “EPA” means the United States Environmental Protection Agency.

H. “PCBs” means polychlorinated biphenyls.

I. “PCBs in priority building materials screening assessment” means the ~~two-step~~ process used to: (1) determine whether the building proposed for demolition is high priority for PCBs-containing building materials based on the structure age, use, and construction; and if so, (2) determine the concentrations (if any) of PCBs in priority building materials revealed through existing information or representative sampling and chemical analysis of the priority building materials in the building. Directions for this process are provided in the priority building materials screening assessment applicant package.

J. “Priority building materials” means the following:

1. Caulking, e.g., around windows and doors, at structure/walkway interfaces, and in expansion joints;

2. Thermal/fiberglass insulation, e.g., around HVAC systems, around heaters, around boilers, around heated transfer piping, and inside walls or crawlspaces;

3. Adhesive/mastic, e.g., below carpet and floor tiles, under roofing materials, and under flashing; and

4. Rubber window gaskets, e.g., used in lieu of caulking to seal around windows in steel-framed buildings.

K. “Priority building materials screening assessment applicant package” (applicant package) means a document package that includes an overview of the screening process, applicant instructions, a process flow chart, a screening assessment form, and the Protocol for Evaluating Priority PCBs-Containing Materials before Building Demolition (BASMAA 2018, prepared for the Bay Area Stormwater Management Agencies Association, August 2018, and any subsequent revisions thereof intended to address requirements in successor NPDES permits).

L. “Regional Water Board” means the California Regional Water Quality Control Board, San Francisco Bay Region.

M. “Remodel” means to make significant finish and/or structural changes that increase utility and appeal through complete replacement and/or expansion. A removed area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile); relocation of plumbing/gas fixtures/appliances; or significant structural alterations (relocating walls, and/or the addition of square footage).

7.29.030. Applicability.

This chapter applies to applicants for buildings constructed or remodeled from January 1, 1950, to December 31, 1980.

7.29.040. Exemptions.

Applications for remodeling, partial building wood framed structure, and single-family residence demolition projects are exempt.

7.29.050. PCBs in Priority Building Materials Screening Assessment.

Every applicant for a building demolition permit shall conduct a PCBs in priority building materials screening assessment, which ~~is a two (2) step process~~ requires:

A. An assessment to ~~D~~determine whether the building proposed for demolition is high priority for PCBs-containing materials based on the structure age, use, and construction (i.e., whether the building is an applicable structure); and if so,

B. ~~Demonstrate~~ Demonstration of the presence or absence and concentration of PCBs in priority building materials through existing information or representative sampling and chemical analysis of the priority building materials in the building; ~~and~~,

C. Official documentation shall be provided to the City by the applicant demonstrating that priority building materials with PCBs concentrations equal to or greater than 50 ppm in demolished applicable structures are disposed of appropriately and according to state and federal regulations; and

D. Enhanced construction site best management practices during the demolition process to minimize migration of PCBs into the municipal separate storm sewer system shall be implemented by the applicant. Enhanced construction site best management practices include the following:

1. Inspections of demolition projects during the dry season (May 1 through September 30 of a given year);

2. Additional wet season inspections, as necessary (beyond the once per month minimum required by the MRP);

3. Street sweeping required daily throughout demolition and construction activities; and

4. Cover demolition debris with an impermeable liner until debris is removed from the project site.

Applicants shall follow the directions provided in the PCBs in priority building materials screening assessment applicant package (applicant package), which includes an overview of the process, applicant instructions, a process flow chart, a screening assessment form, and the Protocol for Assessing Priority PCBs-Containing Materials before Building Demolition. Per the applicant package, for certain types of buildings built within a specified date range, the applicant must conduct further assessment to determine whether or not PCBs are present at concentrations greater than or equal to fifty (50) parts-per million. This determination is made via existing data on specific product formulations (if available), or, more likely, via conducting representative sampling of the priority building materials and analyzing the samples for PCBs at a certified analytical laboratory. Any representative sampling and analysis must be conducted in accordance with the Protocol for Assessing Priority PCBs-Containing Materials before Building Demolition. The applicant package provides additional details.

7.29.060. Agency notification, abatement, and disposal for identified PCBs.

When the PCBs in priority building materials screening assessment identifies one or more priority building materials with PCBs, the applicant must comply with all related applicable federal and state laws, including potential notification of the appropriate regulatory agencies, including the EPA, the Regional Water Board, and/or the DTSC. Agency contacts are provided in the applicant package. Additional sampling for and abatement of PCBs may be required. Depending on the approach for sampling and removing building materials containing PCBs, the applicant may need to notify or seek advance approval from the EPA before building demolition. Even in circumstances where advance notification to or approval from the EPA is not required before the demolition activity, the disposal of PCBs waste is regulated under Toxic Substances Control Act. Additionally, the disposal of PCBs waste is subject to California Code of Regulations (CCR) Title 22 Section 66262. Official documentation shall be provided to the city of Dublin demonstrating proper disposal of PCBs containing building materials.

7.29.070. Compliance with California and federal PCBs laws and regulations.

Applicants must comply with all federal and California laws and regulations, including but not limited to health, safety, and environmental laws and regulations, that relate to management and cleanup of any and all PCBs, including but not limited to PCBs in priority building materials, other PCBs-contaminated materials, PCBs-contaminated liquids, and PCBs waste.

7.29.080. Information submission and applicant certification.

A. The applicant shall conduct a PCBs in priority building materials screening assessment and submit the associated information and results as part of the building demolition permit application, including the following:

1. Owner and project information, including location, year building was built, description of building construction type, and anticipated demolition date.

2. Determination of whether the building proposed for demolition is high priority for PCBs-containing building materials based on the structure age, use, and construction.

3. If high priority for PCBs-containing building materials based on the structure age, use, and construction, the concentration of PCBs in each priority building material present. If PCBs concentrations are determined via representative sampling and analysis, include a contractor's report documenting the assessment which includes the completed quality assurance/quality control checklist from the Protocol for Assessing Priority PCBs-Containing Materials before Building Demolition and the analytical laboratory reports.

4. For each priority building material present with a PCBs concentration equal to or greater than fifty (50) parts-per million, the approximate amount (linear feet or square feet) of that material in the building.

B. Applicant's certification of the accuracy of the information submitted. The appropriate authority may specify a format or guidance for the submission of the information.

7.29.090. Recordkeeping.

Those applicants conducting a building demolition project must maintain documentation of the results of the PCBs in priority building materials screening assessment for a minimum of five (5) years after submittal.

7.29.100. Obligation to notify city of Dublin of changes.

The applicant shall submit written notifications documenting any changes in the information submitted in compliance with this chapter.

The applicant shall submit the revised information to the appropriate authority when changes in project conditions affect the information submitted with the permit application.

7.29.110. Liability.

The applicant is responsible for safely and legally complying with the requirements of this chapter. Neither the issuance of a permit under the requirements of Chapter 7.28, nor the compliance with the requirements of this chapter or with any condition imposed by the issuing authority, shall relieve any person from responsibility for damage to persons or property resulting therefrom, or as otherwise imposed by law, nor impose any liability upon the city of Dublin for damages to persons or property.

7.29.120. Enforcement.

Failure to submit the information required in this chapter or submittal of false information will result in enforcement under Section 1.04.030.

7.29.130. Fees.

In addition to the fees required under Chapter 7.28, all applicants subject to this chapter shall deposit funds with the city of Dublin, and pay a fee based upon the fee schedule in effect at the time of the issuance of the demolition permit.

7.29.140. City Projects.

City of Dublin departments shall comply with all the requirements of this chapter except they shall not be required to obtain permits and approvals under this chapter for work performed within city of Dublin-owned properties and areas, such as rights-of-way.

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Treasurer's Informational Report of Investments for the Quarter Ending June 30, 2024
Prepared by: Chris Rhoades, Financial Analyst

EXECUTIVE SUMMARY:

The City Council will receive an informational report of the City's investments through the quarter ending June 30, 2024 including a monthly transaction ledger. The City's investment portfolio for this period totaled $435,147,967 (market value) with an average market yield of 4.98%. As required by the Policy, the City Treasurer (Finance Director) affirms that the City is able to meet its expenditure requirements for the next six months.

STAFF RECOMMENDATION:

Receive the City Treasurer's Informational Report of Investments for the Quarter Ending June 30, 2024.

FINANCIAL IMPACT:

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

DESCRIPTION:

The total investment portfolio (market value) consists of $293,298,557 managed by Chandler Asset Management (Chandler), and $141,849,410 invested by the City in local government pools, the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). The average market yield of the Chandler portfolio and the local pools was 4.84% and 5.26% respectively.

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

Economic Update Highlights

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

Recent economic data suggests positive but slower growth this year fueled by consumer spending. While the consumer has been resilient, growing credit card debt, higher delinquencies, and a moderating labor market pose potential headwinds to future economic growth. Inflationary trends are subsiding, but core levels remain above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, Chandler believes the economy will gradually soften and the Fed will loosen monetary policy in 2024.

City of Dublin Portfolio

The City's aggregate portfolio has maintained a healthy balance of investment types with minimal change from the prior quarter.

The market value of the City's portfolio increased by $12.8 million from the March 31, 2024 quarter. The quarterly change results from the normal fluctuations in the timing of incoming revenue, predominantly the receipt of property tax (the City receives the second of two annual payments in the fourth quarter), and expenditures on capital projects as well as payments to Alameda County for Police and Fire Services. The City's portfolio increased by $34.04 million from the same quarter the prior year (see Table 1 below). Overall market yield-to-maturity has increased to 4.98%, (shown in Table 2) due to the factors discussed in the Economic Update Highlights. For detailed monthly transactions, see Attachment 2.

Table 1: Portfolio Values and Yield to Maturity

Holdings	June 30, 2023 Market Value	March 31, 2024 Market Value	June 30, 2024 Par Value	Book Value	Market Value	% of Subtotal	% of Total Portfolio	Book Yield	Market Yield
Managed by City									
Cash[1]		274,480	293,969	293,969	293,969	0.2%	0.1%	0.00%	0.00%
LAIF	26,092,229	26,800,793	27,087,153	27,087,153	27,087,153	19.1%	6.1%	4.56%	4.56%
CAMP	94,675,879	104,531,281	114,468,288	114,468,288	114,468,288	80.7%	25.9%	5.44%	5.44%
SUBTOTAL	120,768,108	131,606,553	141,849,410	141,849,410	141,849,410	100.00%	32.14%	5.26%	5.26%
Accrued Interest[2]	195,897	-			-				
	120,964,005	131,606,553			141,849,410				
Managed by Chandler									
ABS	28,186,820	27,628,978	31,294,642	31,291,134	31,133,561	10.7%	7.1%	4.54%	5.19%
Agency	53,795,750	39,102,074	30,620,000	30,696,639	29,682,071	10.2%	6.9%	1.94%	4.96%
Cash[3]		456,482	448,879	448,879	448,879	0.2%	0.1%	0.00%	0.00%
Agency CMBS[4]	6,570,900	8,630,360	8,808,354	8,730,912	8,540,328	2.9%	2.0%	3.16%	5.05%
Money Market	2,641,554	813,046	356,932	356,932	356,932	0.1%	0.1%	4.92%	4.92%
Supranational	16,711,738	26,247,930	27,525,000	27,179,635	26,304,657	9.0%	6.2%	2.45%	4.77%
Corporate	71,551,741	75,214,801	78,380,000	77,859,320	75,954,352	26.1%	17.8%	3.44%	5.23%
US Treasury	99,278,149	110,896,377	122,000,000	121,643,131	118,846,162	40.8%	27.6%	3.50%	4.49%
SUBTOTAL	278,736,651	288,990,049	299,433,807	298,206,582	291,266,941	100.00%	67.86%	3.33%	4.84%
Accrued Interest	1,408,723	1,713,120			2,031,616				
	280,145,373	290,703,168			293,298,557				
TOTAL PORTFOLIO	401,109,378	422,309,722	441,283,217	440,055,992	435,147,967		100.00%		4.98%
				Change from Prior Year	34,038,589				
				Change from Prior Quarter	12,838,245				

[1]Includes cash on hand, receivables, payables and accrued interest from the Local Pools. (effective March 2024)

[2]Accrued Interest from Local Pools shown in Cash. (effective March 2024)

[3]Includes cash on hand, receivables and payables from accounts managed by Chandler. (effective March 2024)

[4]CMO is retitled to Agency CMBS. (effective March 2024)

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

Holdings (Market Value)	6/30/23	9/30/23	12/31/23	3/31/24	6/30/24
LAIF/CAMP	120,768,108	108,913,407	136,194,650	131,332,074	141,555,441
ABS	28,186,820	28,613,814	25,798,334	27,628,978	31,133,561
Agency	53,795,750	46,770,742	45,535,489	39,102,074	29,682,071
Cash[1]				730,962	742,848
Agency CMBS[2]	6,570,900	7,428,709	8,685,518	8,630,360	8,540,328
Money Market	2,641,554	859,487	1,159,231	813,046	356,932
Supranational	16,711,738	23,103,092	23,370,361	26,247,930	26,304,657
Corporate	71,551,741	70,490,952	72,851,163	75,214,801	75,954,352
US Treasury	99,278,149	102,206,540	110,817,325	110,896,377	118,846,162
Accrued Interest[3]	*1,604,620*	*1,746,703*	*2,037,268*	*1,713,120*	*2,031,616*
TOTAL	401,109,378	390,133,446	426,449,339	422,309,722	435,147,967
YIELD TO MATURITY	4.92%	5.19%	4.71%	4.92%	4.98%

[1]Includes cash on hand, receivables, payables, from accounts managed by Chandler and the Local Pools, and accrued interest from the Local Pools. (effective March 2024)

[2]CMO is retitled to Agency CMBS. (effective March 2024)

[3]Accrued Interest for the Local Pools is included in Cash. (effective March 2024)

Funds Managed by the City

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

Table 3: Quarterly Portfolio Yields, Recent 8 Quarters

Market Yield	LAIF	CAMP	Chandler
9/30/22	1.60%	2.61%	4.47%
12/31/22	2.23%	4.50%	4.57%
3/31/23	2.88%	4.92%	4.37%
6/30/23	3.26%	5.20%	4.98%
9/30/23	3.61%	5.52%	5.24%
12/31/23	3.95%	5.56%	4.46%
3/31/24	4.27%	5.48%	4.79%
6/30/24	4.56%	5.44%	4.84%

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) City of Dublin Investment Report for Period Ending June 30, 2024
2) Transaction Ledger – April through June 2024

CHANDLER ASSET MANAGEMENT

INVESTMENT REPORT

City of Dublin | As of June 30, 2024

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

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City of Dublin | As of June 30, 2024

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ECONOMIC UPDATE

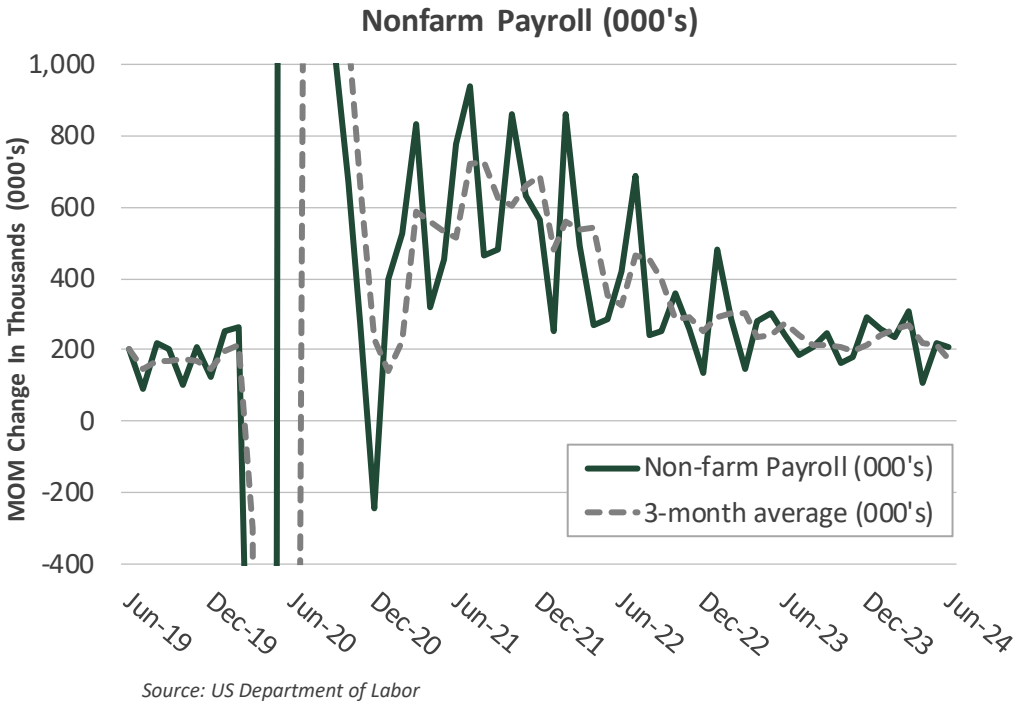
Economic Update

- Recent economic data suggests positive but slower growth this year fueled by consumer spending. While the consumer has been resilient, growing credit card debt, higher delinquencies, and a moderating labor market pose potential headwinds to future economic growth. Inflationary trends are subsiding, but core levels remain above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, we believe the economy will gradually soften and the Fed will loosen monetary policy in 2024.

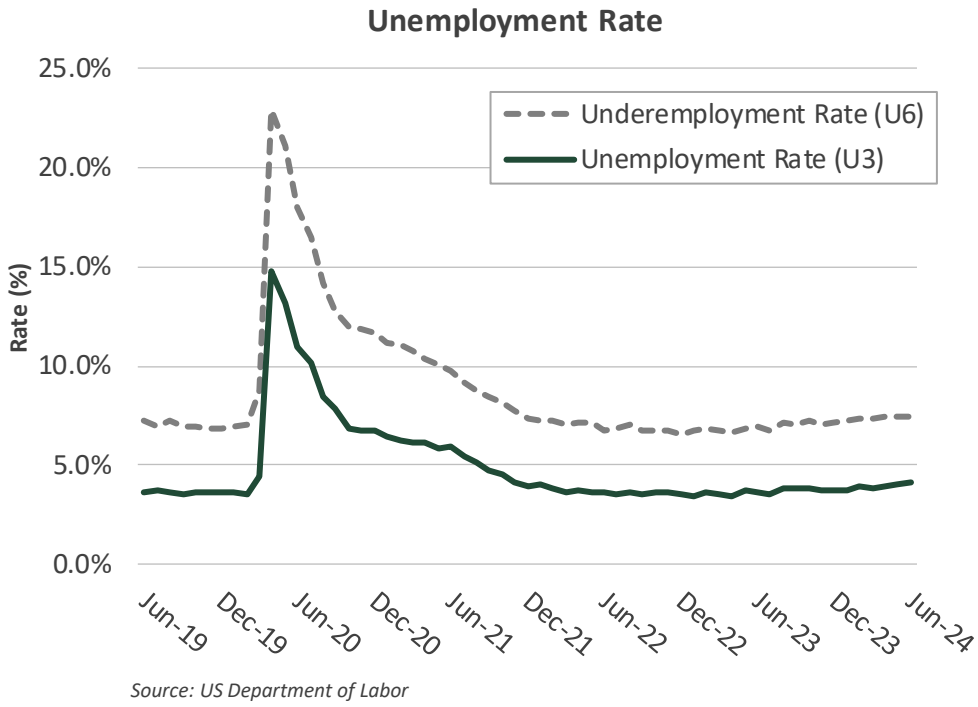
- As expected at the June meeting, the Federal Open Market Committee voted unanimously to leave the federal funds rate unchanged at a target range of 5.25-5.50%, emphasizing the need to see sustained evidence of easing inflation before considering any rate cuts. The FOMC's latest projections now suggest only one interest rate cut in 2024, with four more cuts expected in 2025 and a slightly higher long-term neutral rate. Additionally, the Fed continues to reduce its holdings of U.S. Treasury securities and agency mortgage-backed securities as per its predefined schedule of $25 billion and $35 billion per month.

- The US Treasury yield curve shifted lower in June as economic data moderated. The 2-year Treasury yield fell 12 basis points to 4.76%, the 5-year Treasury dropped 13 basis points to 4.38%, and the 10-year Treasury yield declined 10 basis points to 4.40%. The inversion between the 2-year Treasury yield and 10-year Treasury yield remained relatively stable at -36 basis points at June month-end versus -37 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -106 basis points. The inversion between 3-month and 10-year Treasuries widened to -96 basis points in June from -91 basis points in May.

Employment



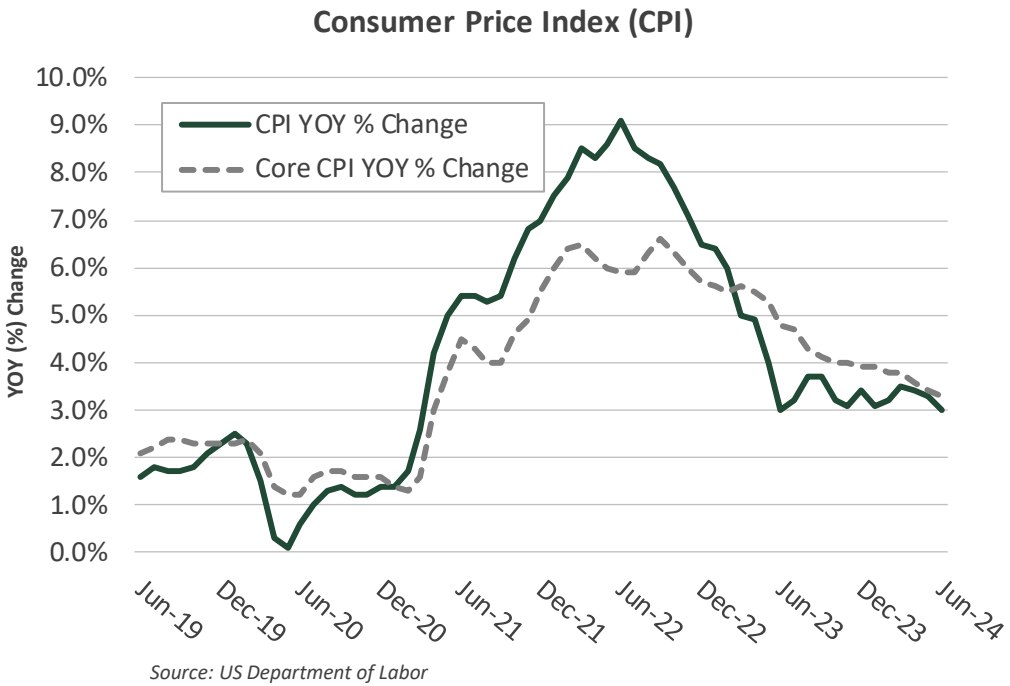
Source: US Department of Labor



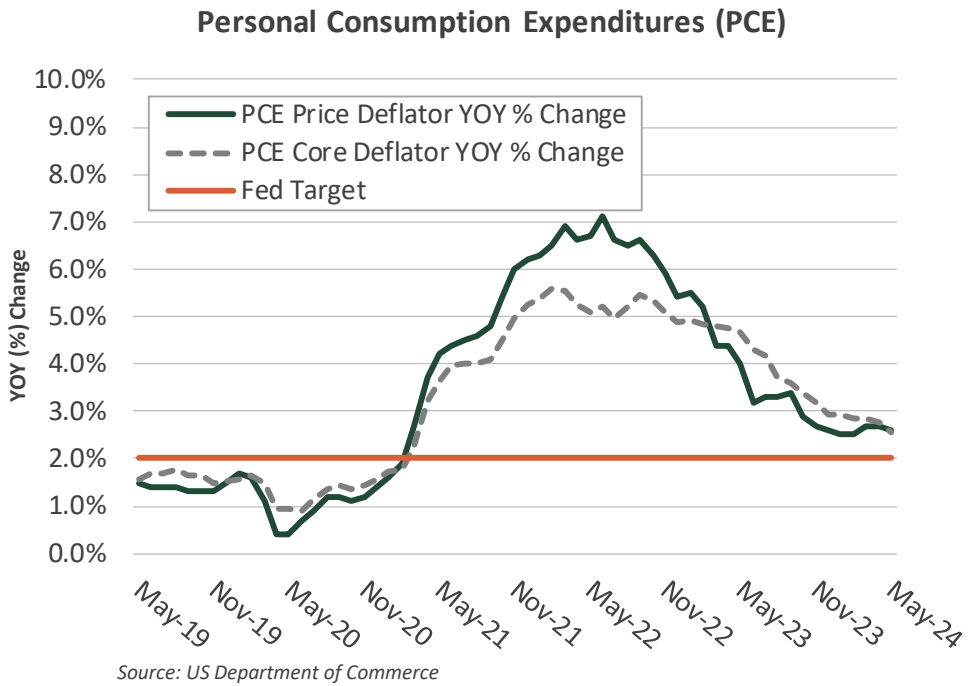
Source: US Department of Labor

The U.S. economy added 206,000 jobs in June, remaining ahead of consensus expectations of 190,000 jobs. The gains were broad based, with government, health care, and social assistance posting the largest gains. The three-month moving average and six-month moving average payrolls have weakened from the first quarter to 177,000 and 222,000 respectively. The unemployment rate edged up to 4.1% in June, and the labor participation rate inched up to 62.6%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons held steady at 7.4%. Average hourly earnings rose 3.9% year-over-year in June, down from 4.1% year-over-year in May. The labor markets continue to show signs of cooling in line with the Federal Reserve's view that there has been "substantial" progress towards better balance in the labor market between demand and supply for workers.

Inflation



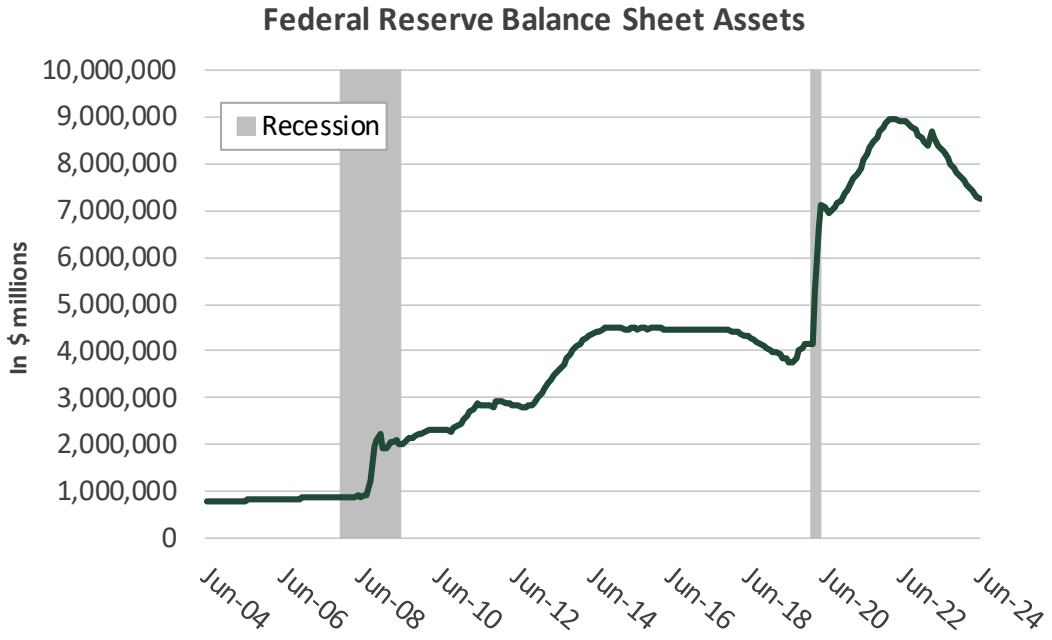
Source: US Department of Labor



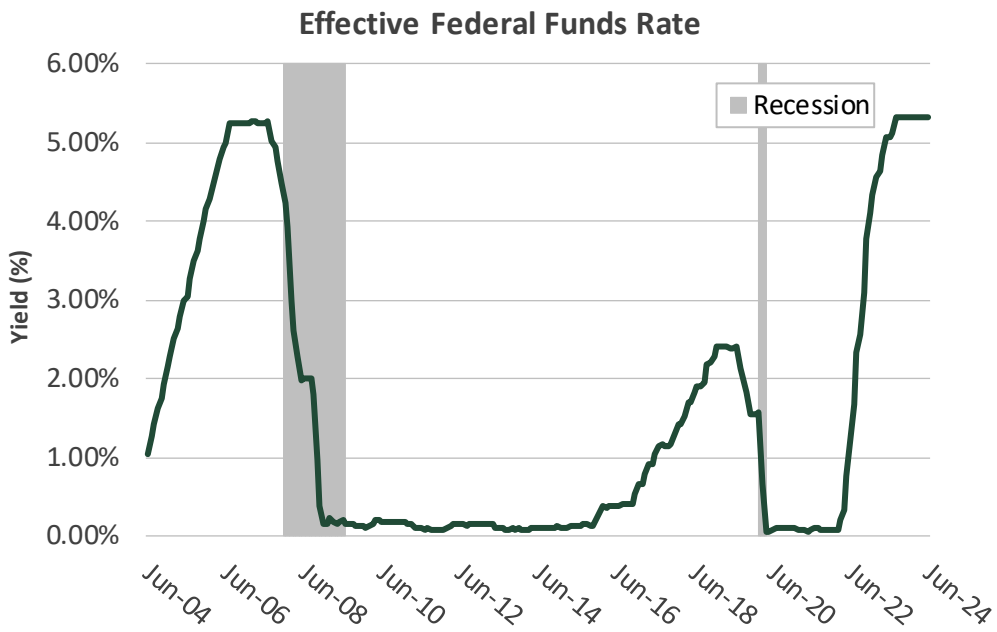
Source: US Department of Commerce

In June, the Consumer Price Index (CPI) declined 0.1% month-over-month and rose 3.0% year-over-year, reflecting broad-based cost reductions. The month-over-month drop was the first deflationary data point since the pandemic. The Core CPI, which excludes volatile food and energy components, was up just 0.1% month-over-month and 3.3% year-over-year in June, down from 3.4% in May and lower than expected. The Personal Consumption Expenditures (PCE) Index decelerated in May as expected. The headline PCE deflator was unchanged in May from April versus up 0.3% in the prior month. Year-over-year, the PCE deflator rose 2.6%. The Core PCE deflator (the Fed's preferred gauge) increased 0.1% in May from the prior month versus up 0.3% in April. The Core PCE deflator also rose 2.6% year-over-year, still above the Fed's 2% inflation target. Much of the lingering inflation has been driven by shelter costs and demand for services.

Federal Reserve



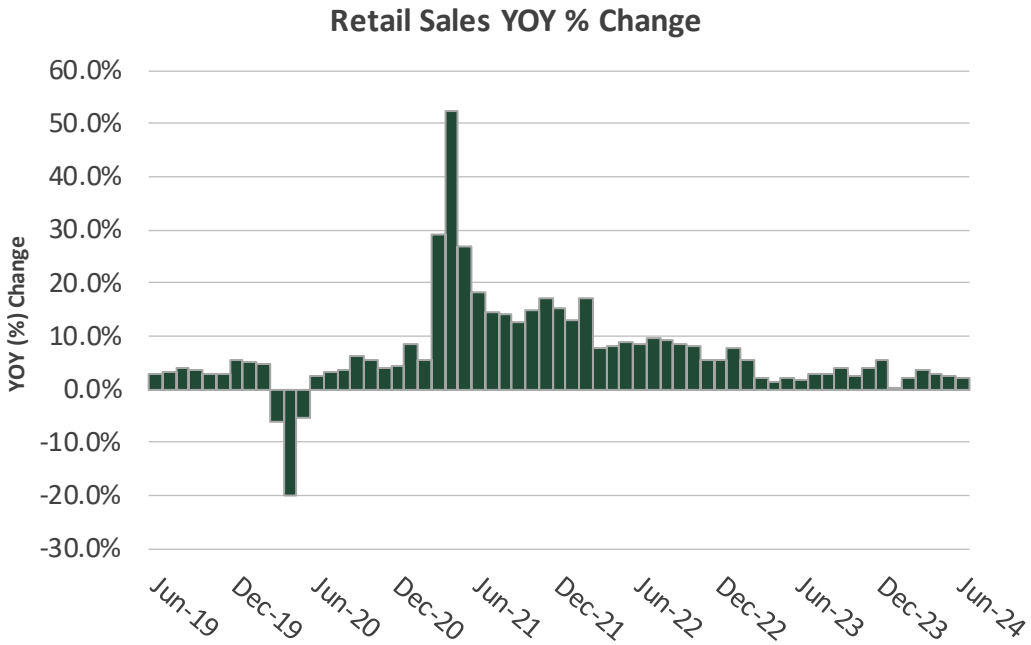
Source: Federal Reserve



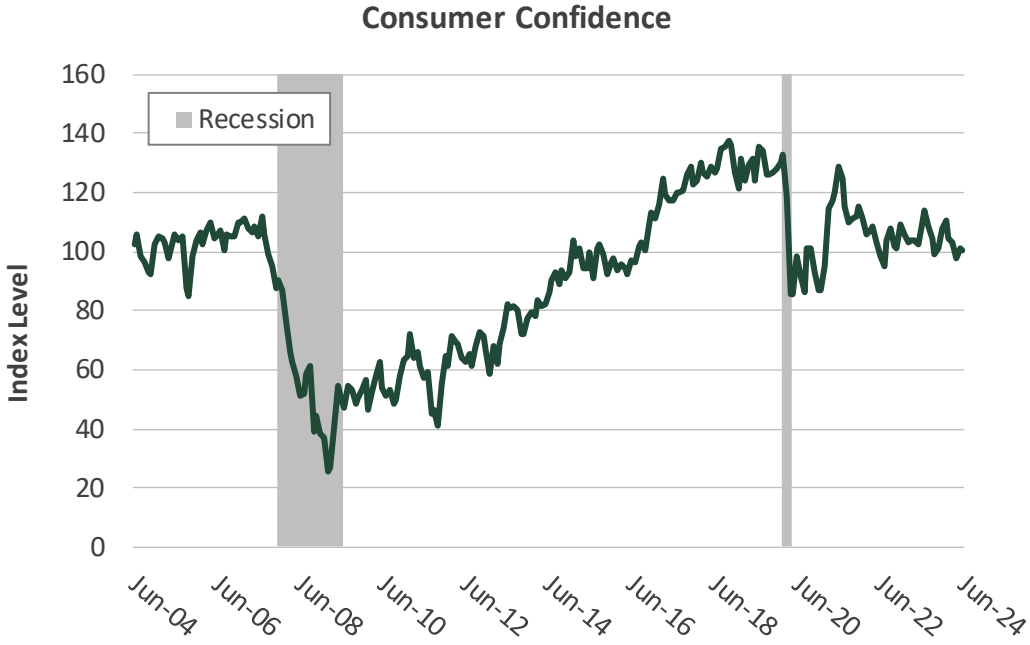
Source: Bloomberg

As expected at the June meeting, the Federal Open Market Committee voted unanimously to leave the federal funds rate unchanged at a target range of 5.25-5.50%, emphasizing the need to see sustained evidence of easing inflation before considering any rate cuts. The FOMC's latest projections now suggest only one interest rate cut in 2024, with four more cuts expected in 2025 and a slightly higher long-term neutral rate. The Fed's inflation projections ticked up marginally, while unemployment and GDP growth forecasts remained steady. Additionally, the Fed continues to reduce its holdings of U.S. Treasury securities and agency mortgage-backed securities as per its predefined schedule of $25 billion and $35 billion per month. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by approximately $1.7T to approximately $7.3T.

Consumer



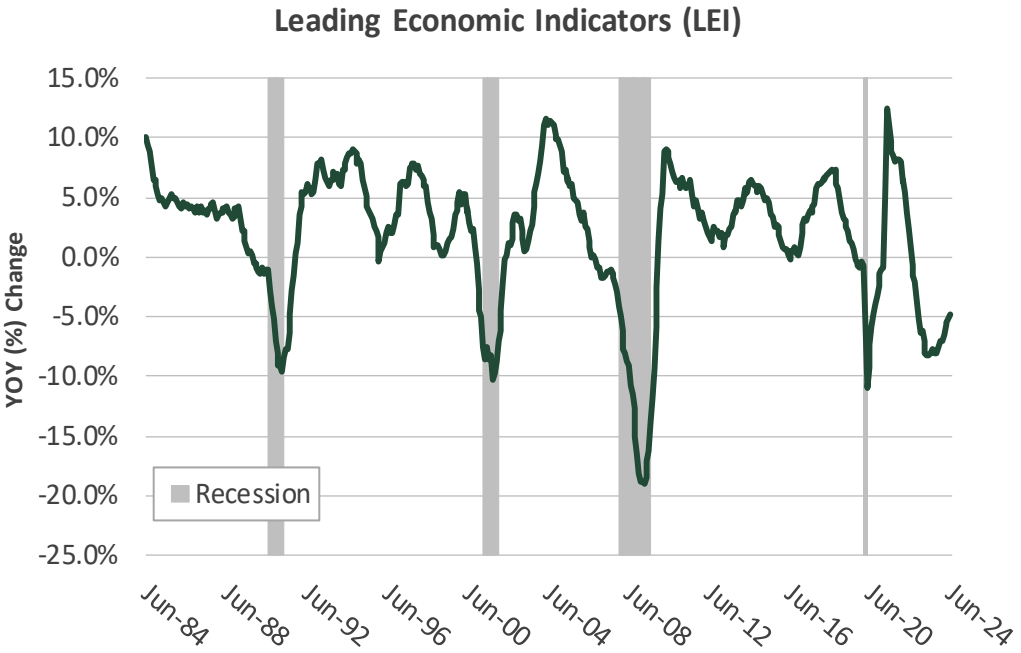
Source: US Department of Commerce



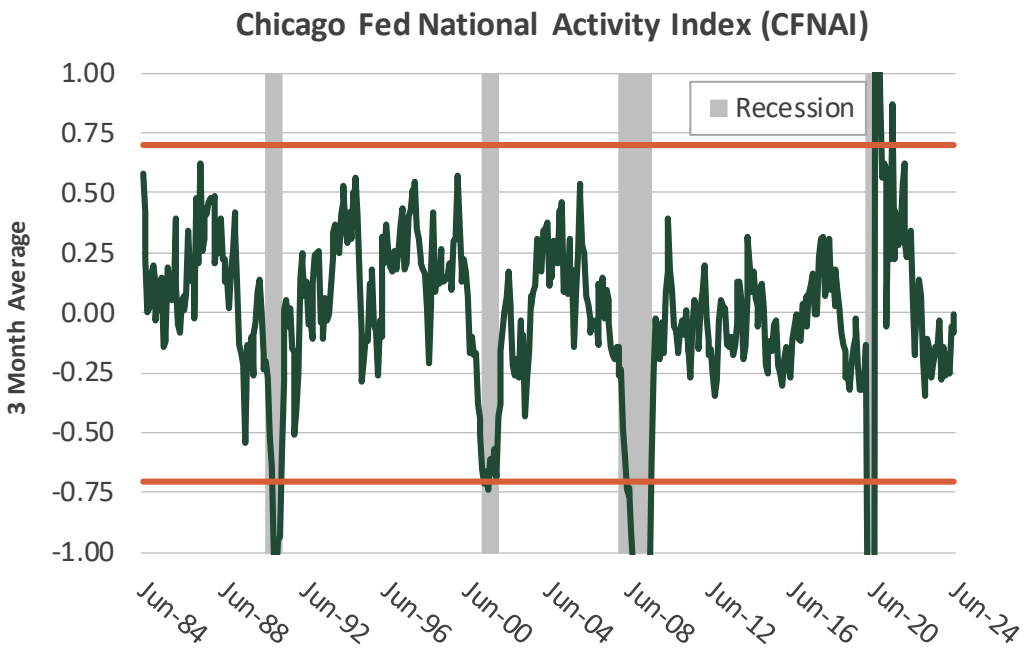
Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Retail Sales were unchanged month-over-month in June after an upwardly revised 0.3% gain in May. On a year-over-year basis, Retail Sales growth further slowed to 2.3% in June from 2.6% in May. Nonstore retailers were a bright spot in June, while motor vehicle and gasoline sales declined. The Conference Board's Consumer Confidence Index fell to 100.4 in June from 101.3 in May. While the present situation component rose marginally, consumers are less optimistic about future expectations for business conditions and potential income increases. While the consumer has been resilient, consumption has begun to moderate in the face of higher interest rates, rising credit card balances, and growing delinquencies.

Leading Indicators of Economic Activity



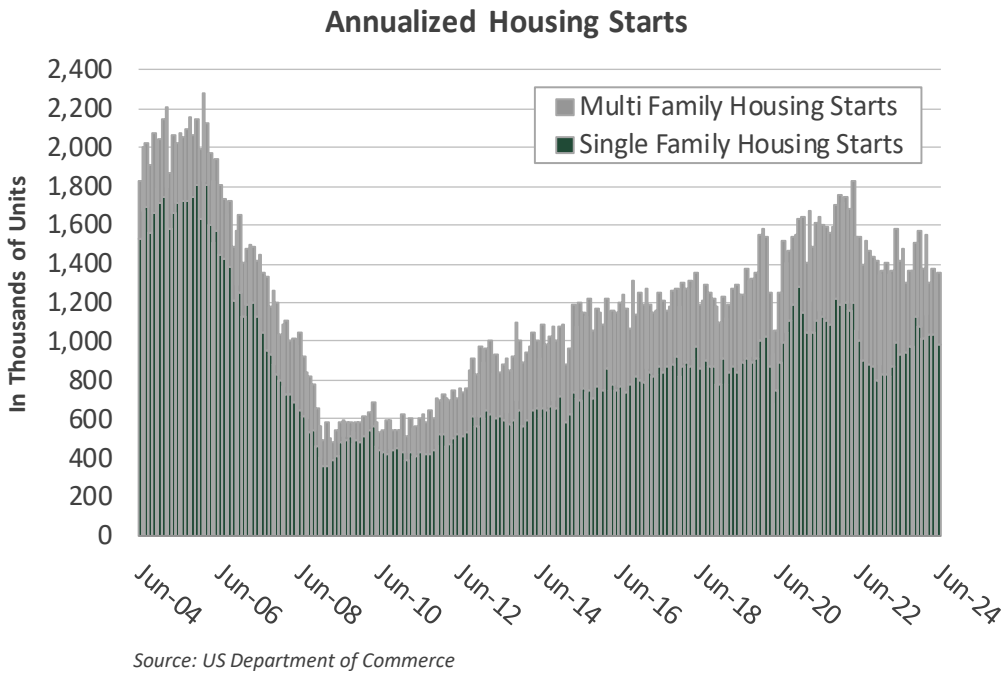
Source: The Conference Board



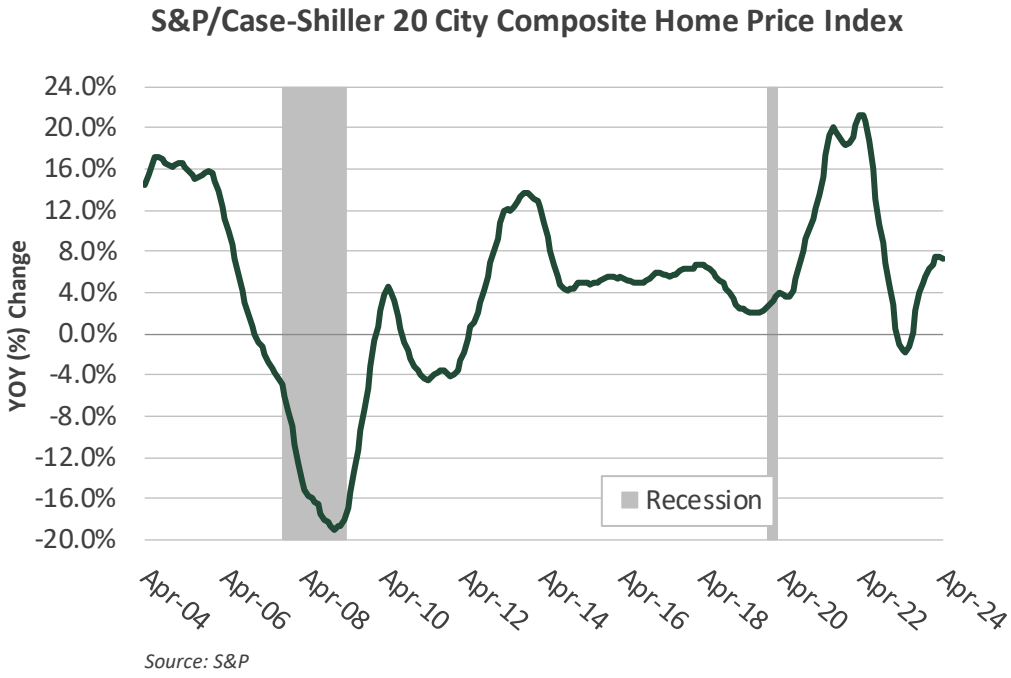
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell 0.2% in June following a 0.4% decline in May. The index dropped 4.8% year-over-year. The report stated that "due to the smaller month-on-month rate of decline, the LEI's long-term growth has become less negative, pointing to a slow recovery." The Chicago Fed National Activity Index (CFNAI) decreased to 0.05 in June from 0.23 in May, surpassing consensus expectations. The three-month moving average rose to -0.01 in June from -0.08 in May, indicating slightly below-trend growth expectations for the economy.

Housing



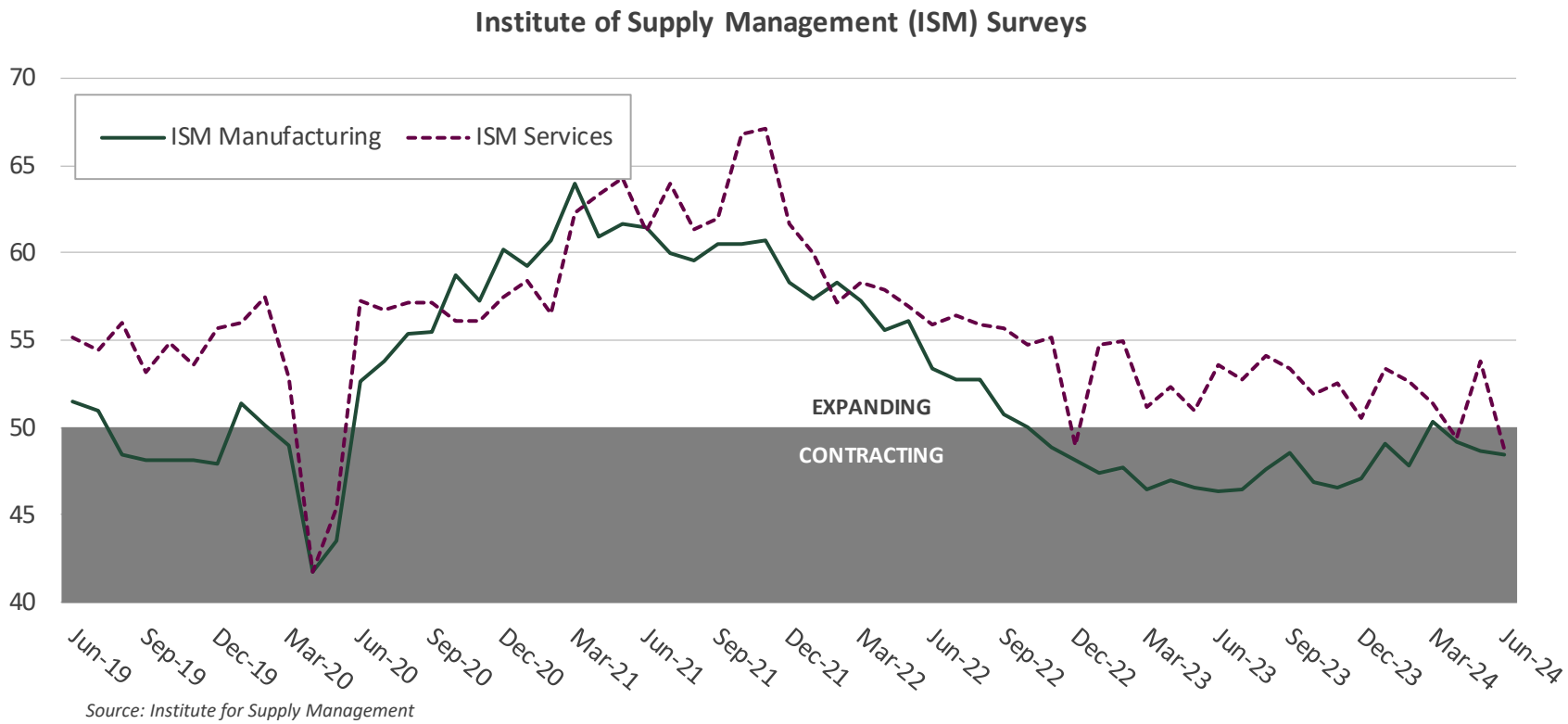
Source: US Department of Commerce



Source: S&P

Housing starts jumped 3.0% month-over-month in June to a higher-than-expected 1.353 million units, driven primarily by the multi-family category. Starts were down 4.4% year-over-year. The Freddie Mac average rate for a 30-year fixed mortgage edged down to 6.92% in June from 7.06% in May. According to the Case-Shiller 20-City Home Price Index, housing prices rose a higher-than-expected 7.2% year-over-year in April versus March's upwardly revised 7.5% increase. Tight inventories and higher mortgage rates continue to impact affordability.

Survey Based Measures



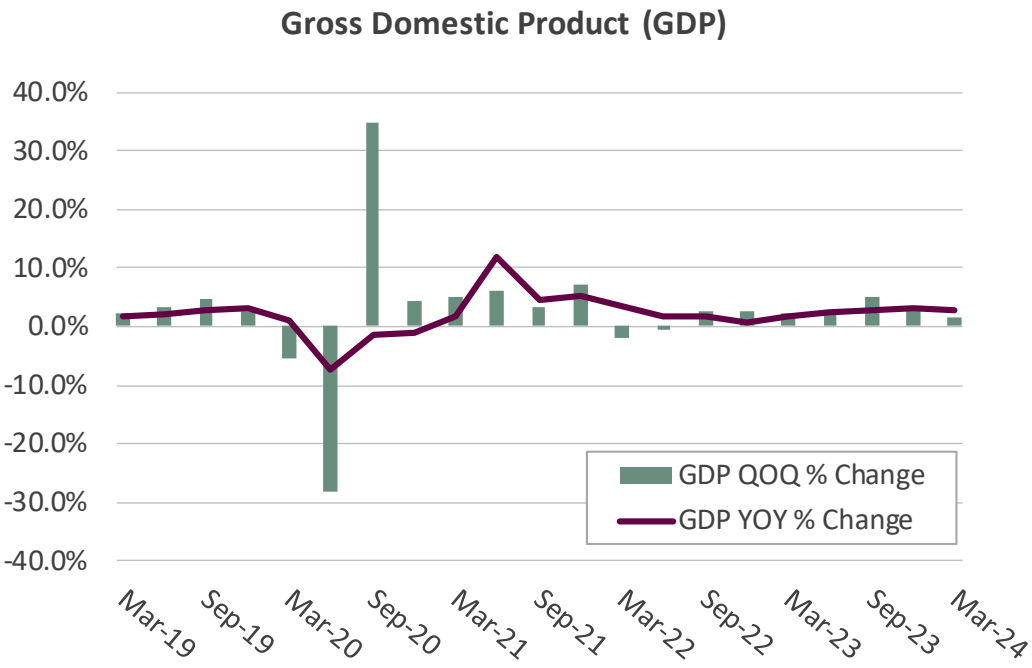
Source: Institute for Supply Management

The Institute for Supply Management (ISM) Manufacturing index edged down to 48.5 in June from 48.7 in May. While new orders picked up, prices paid for materials fell the most in over a year. The ISM Services Index returned to contraction declining to 48.8 in June, from 53.8 in the previous month. Although the level of the decline was a surprise, the trend in the Services PMI, which applies to a larger share of US economic output, has been steadily decreasing.

Gross Domestic Product (GDP)

Components of GDP	6/23	9/23	12/23	3/24
Personal Consumption Expenditures	0.6%	2.1%	2.2%	1.0%
Gross Private Domestic Investment	0.9%	1.7%	0.2%	0.8%
Net Exports and Imports	0.0%	0.0%	0.3%	-0.7%
Federal Government Expenditures	0.1%	0.5%	0.2%	0.0%
State and Local (Consumption and Gross Investment)	0.5%	0.5%	0.6%	0.3%
Total	**2.1%**	**4.9%**	**3.4%**	**1.4%**

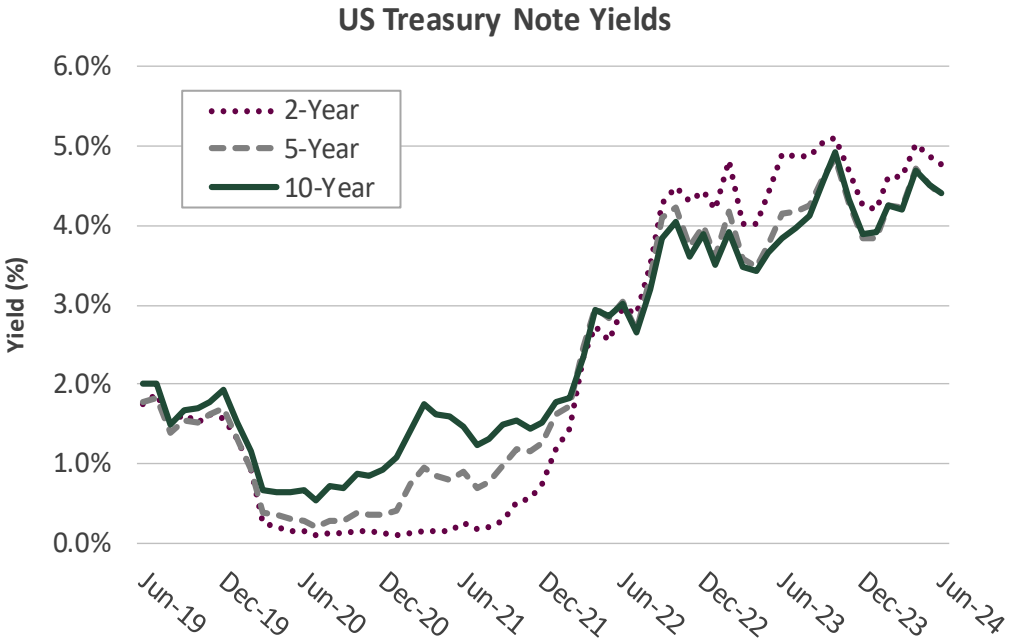
Source: US Department of Commerce



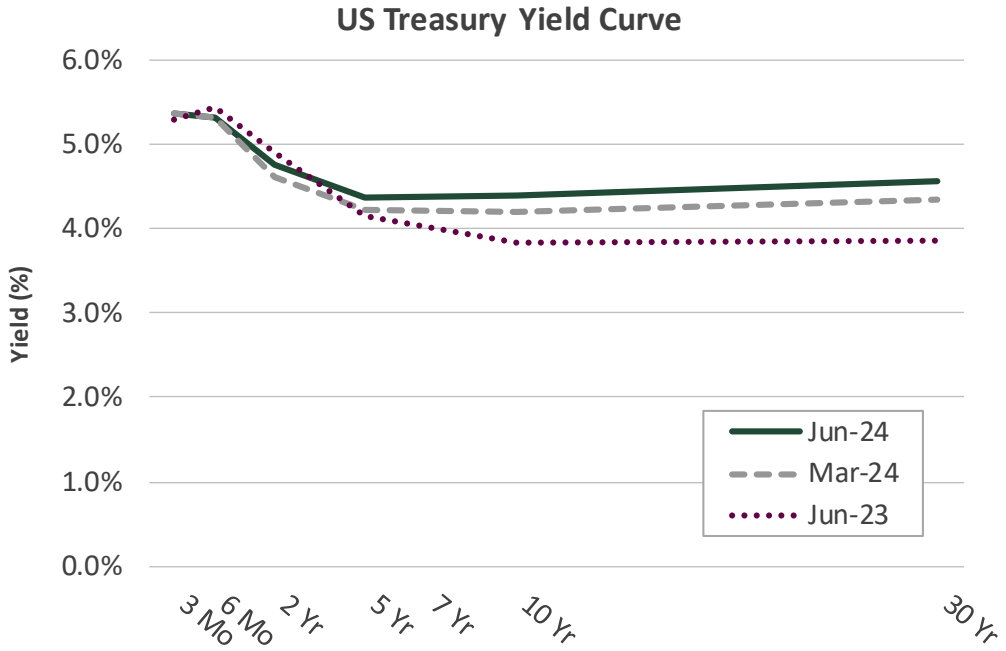
Source: US Department of Commerce

The third and final estimate of first quarter GDP came in as expected with growth up 1.4%, a small upward revision from 1.3% in the second estimate. Notably, the personal consumption expenditures component was revised down substantially to +1.5% in the final estimate from +2.0% in the second estimate. Weaker growth in consumer spending was offset by upward revisions in other major categories, particularly gross fixed investment. The consensus projection calls for 2.0% growth in the second quarter and 2.3% growth for the full year 2024.

Bond Yields



Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 15 basis points lower, and the 10-Year Treasury yield was 56 basis points higher, year-over-year. The inversion between the 2-year Treasury yield and 10-year Treasury yield remained relatively stable at -36 basis points at June month-end versus -37 basis points at May month-end. The inversion has occurred since July 2022 and remains historically long. The average historical spread (since 2003) is about +130 basis points. The inversion between 3-month and 10-year Treasuries widened to -96 basis points in June from -91 basis points in May.

CHANDLER ASSET MANAGEMENT

ACCOUNT PROFILE

Investment Objectives

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

Chandler Asset Management Performance Objective

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

Strategy

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

STATEMENT OF COMPLIANCE

City of Dublin | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	20.0	2.9	Compliant	
Max % Issuer (MV)	20.0	2.9	Compliant	
Max Maturity (Years)	5.0	4.3	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	10.6	Compliant	
Max % Issuer (MV)	5.0	1.1	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	26.2	Compliant	
Max % Issuer (MV)	5.0	1.5	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	10.2	Compliant	
Max % Issuer (MV)	35.0	3.5	Compliant	
Max Callables (MV)	25.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	

STATEMENT OF COMPLIANCE

City of Dublin | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)		0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV; Money Market Fund & Mutual Fund)	20.0	0.1	Compliant	
Max % Issuer (MV)	20.0	0.1	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (ALL STATES)				
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV; Money Market Fund & Mutual Fund)	20.0	0.1	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	9.0	Compliant	
Max % Issuer (MV)	10.0	4.3	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Dublin | As of June 30, 2024

Rules Name	Limit	Actual	Compliance Status	Notes
TIME DEPOSITS				
Max % (MV)	10.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	40.8	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS

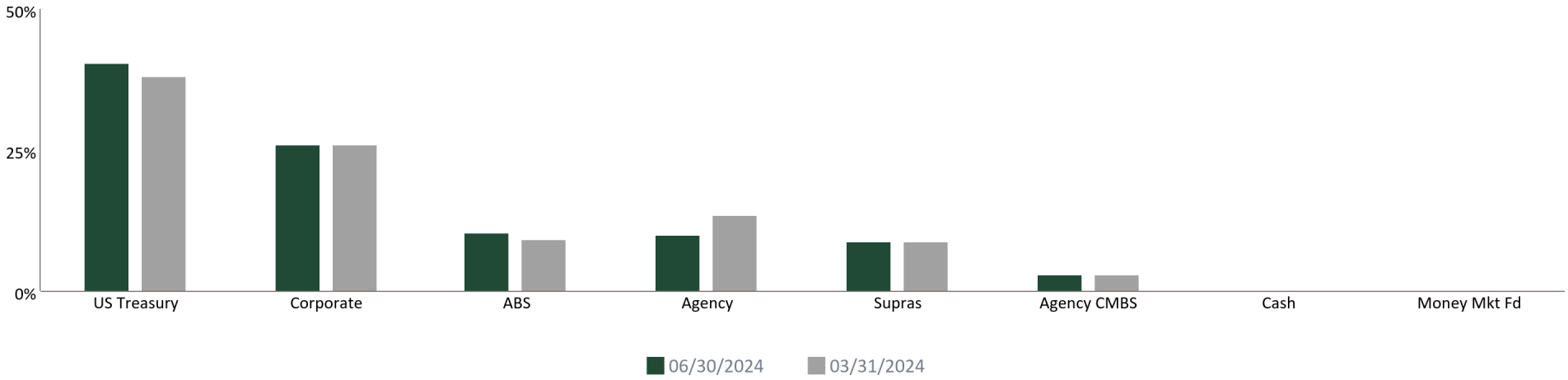
City of Dublin | As of June 30, 2024

	Benchmark*	6/30/2024 Portfolio	3/31/2024 Portfolio
Average Maturity (yrs)	2.68	3.03	2.90
Average Modified Duration	2.51	2.57	2.50
Average Purchase Yield		3.32%	3.12%
Average Market Yield	4.66%	4.84%	4.79%
Average Quality**	AA+	AA	AA
Total Market Value		293,298,557	290,703,168

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Dublin | As of June 30, 2024



Sector as a Percentage of Market Value

Sector	06/30/2024	03/31/2024
US Treasury	40.8%	38.4%
Corporate	26.1%	26.0%
ABS	10.7%	9.6%
Agency	10.2%	13.5%
Supras	9.0%	9.1%
Agency CMBS	2.9%	3.0%
Cash	0.2%	0.2%
Money Mkt Fd	0.1%	0.3%

ISSUERS

City of Dublin | As of June 30, 2024

Issuer	Investment Type	% Portfolio
United States	US Treasury	40.80%
FHLMC	Multiple	5.77%
International Bank for Recon and Dev	Supras	4.34%
Inter-American Development Bank	Supras	4.14%
FNMA	Agency	3.55%
Federal Home Loan Banks	Agency	2.91%
Chase Issuance Trust	ABS	1.71%
John Deere Owner Trust	ABS	1.65%
UnitedHealth Group Incorporated	Corporate	1.49%
Bank of Montreal	Corporate	1.47%
Bank of America Corporation	Corporate	1.41%
Deere & Company	Corporate	1.36%
The Toronto-Dominion Bank	Corporate	1.35%
Toyota Motor Corporation	Corporate	1.30%
U.S. Bancorp	Corporate	1.30%
Royal Bank of Canada	Corporate	1.19%
Merck & Co., Inc.	Corporate	1.18%
JPMorgan Chase & Co.	Corporate	1.15%
QUALCOMM Incorporated	Corporate	1.01%
MERCEDES-BENZ AUTO RECEIVABLES TRUST	ABS	0.96%
Amazon.com, Inc.	Corporate	0.92%
Tennessee Valley Authority	Agency	0.89%
Caterpillar Inc.	Corporate	0.85%
Northwestern Mutual Global Funding	Corporate	0.85%
Chubb Limited	Corporate	0.84%
Hyundai Auto Receivables Trust	ABS	0.83%
Honeywell International Inc.	Corporate	0.83%
BMW Vehicle Owner Trust	ABS	0.82%

ISSUERS

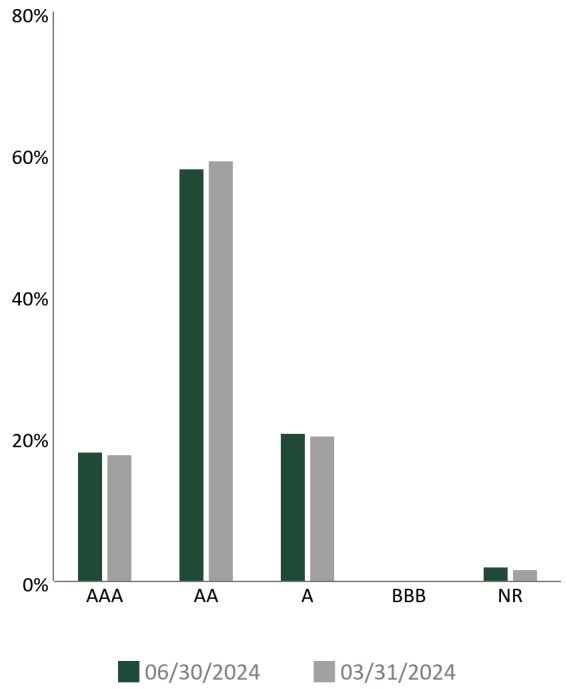
City of Dublin | As of June 30, 2024

Issuer	Investment Type	% Portfolio
Honda Motor Co., Ltd.	Corporate	0.80%
Morgan Stanley	Corporate	0.77%
Realty Income Corporation	Corporate	0.75%
American Express Credit Master Trust	ABS	0.74%
GM Financial Securitized Term	ABS	0.74%
Berkshire Hathaway Inc.	Corporate	0.74%
Honda Auto Receivables Owner Trust	ABS	0.72%
GM Financial Automobile Leasing Trus	ABS	0.70%
Walmart Inc.	Corporate	0.69%
The Charles Schwab Corporation	Corporate	0.62%
Metropolitan Life Global Funding I	Corporate	0.59%
International Finance Corporation	Supras	0.55%
Cisco Systems, Inc.	Corporate	0.54%
Bank of America Credit Card Trust	ABS	0.51%
BNY Mellon Corp	Corporate	0.50%
Target Corporation	Corporate	0.43%
Met Tower Global Funding	Corporate	0.40%
Toyota Lease Owner Trust	ABS	0.34%
Toyota Auto Receivables Owner Trust	ABS	0.34%
Dominion Energy, Inc.	Corporate	0.33%
Hyundai Auto Lease Securitization Tr	ABS	0.27%
Mercedes-Benz Auto Lease Trust	ABS	0.26%
Guardian Life Global Funding	Corporate	0.25%
Salesforce, Inc.	Corporate	0.16%
Cash	Cash	0.15%
First American Govt Oblig fund	Money Mkt Fd	0.12%
BMW Vehicle Lease Trust	ABS	0.09%
TOTAL		**100.00%**

QUALITY DISTRIBUTION

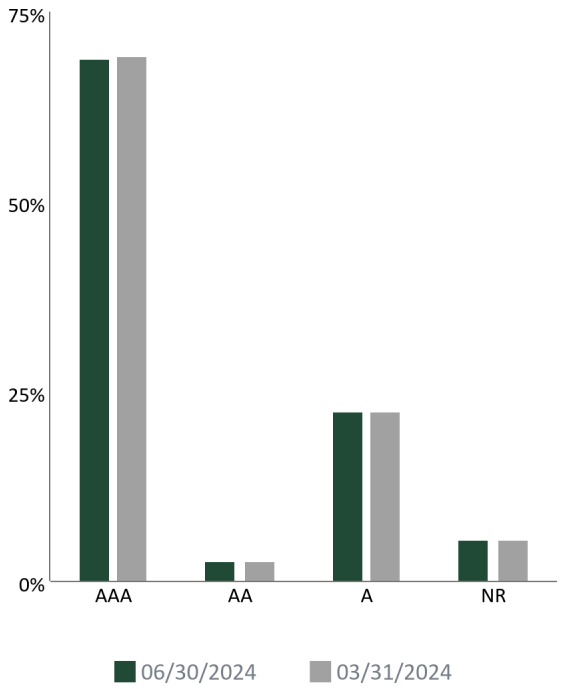
City of Dublin | As of June 30, 2024

S&P Rating



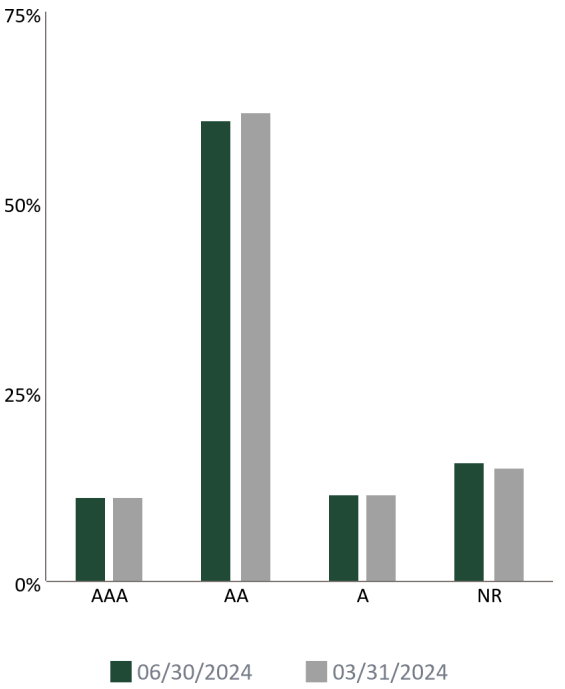
Rating	06/30/2024	03/31/2024
AAA	18.5%	17.9%
AA	58.2%	59.3%
A	20.9%	20.7%
BBB	0.3%	0.3%
NR	2.2%	1.8%

Moody's Rating



Rating	06/30/2024	03/31/2024
AAA	69.1%	69.3%
AA	2.7%	2.7%
A	22.6%	22.5%
NR	5.5%	5.5%

Fitch Rating

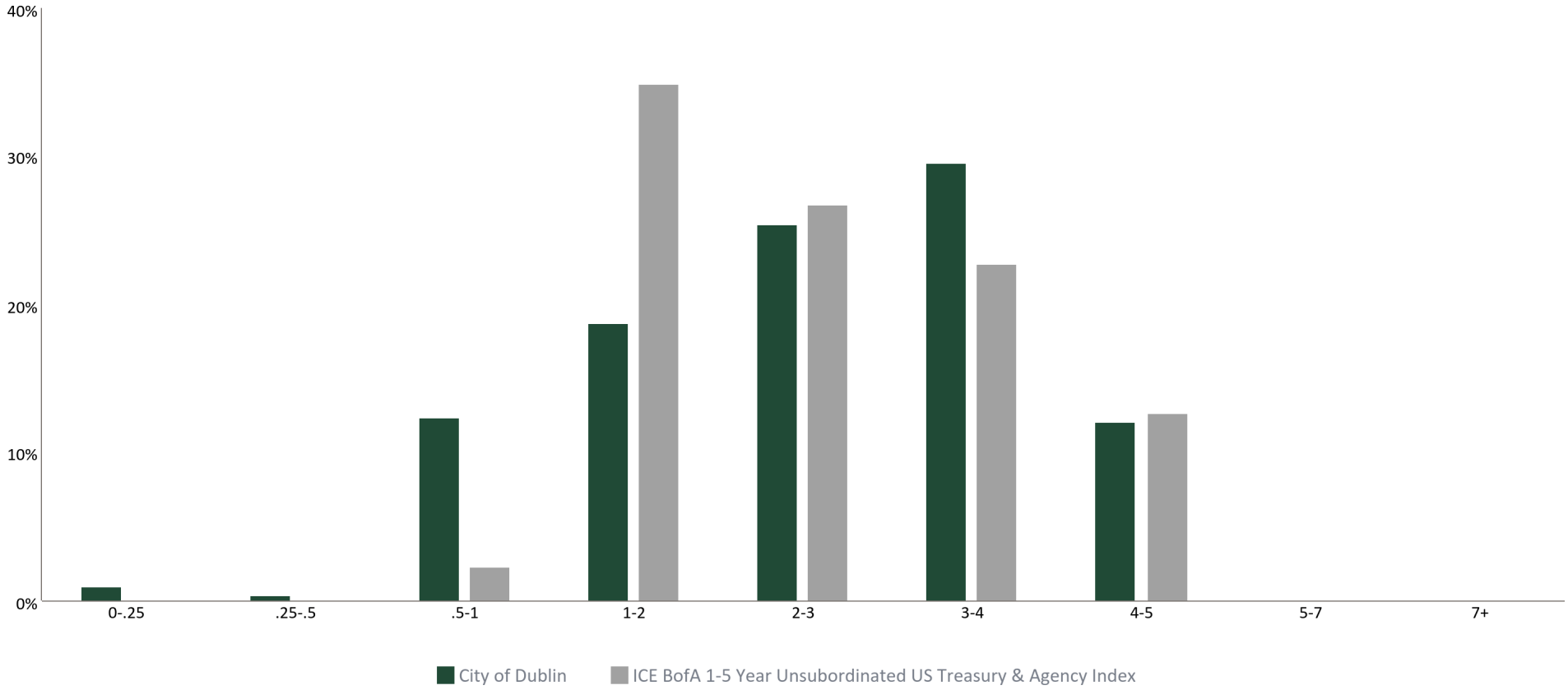


Rating	06/30/2024	03/31/2024
AAA	11.4%	11.2%
AA	61.0%	62.1%
A	11.7%	11.6%
NR	15.9%	15.2%

DURATION DISTRIBUTION

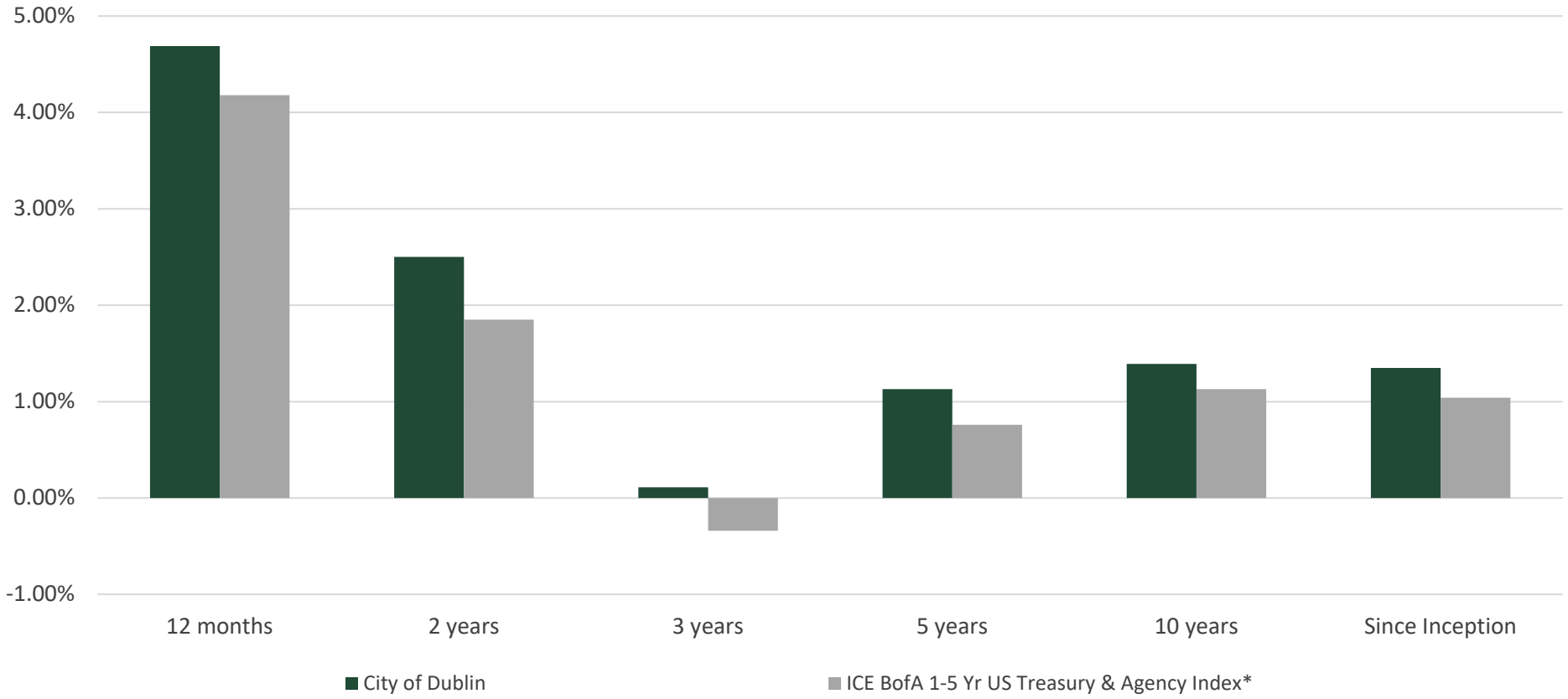
City of Dublin | As of June 30, 2024

Portfolio Compared to the Benchmark



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	1.1%	0.4%	12.5%	18.7%	25.5%	29.7%	12.1%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.1%	2.4%	35.0%	26.8%	22.9%	12.8%	0.0%	0.0%

Total Rate of Return : Inception | 11/01/2013



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN							
City of Dublin Gross of Fees	0.89%	4.69%	2.50%	0.11%	1.13%	1.39%	1.35%
Benchmark	*0.82%*	*4.18%*	*1.85%*	*(0.34%)*	*0.76%*	*1.13%*	*1.09%*

*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio. Realized rate of return: A measure of a portfolio's return over time. It is the internal rate which equates the beginning book value of the portfolio with the ending book value; it includes interest earnings, realized gains and losses in the portfolio.

PORTFOLIO CHARACTERISTICS

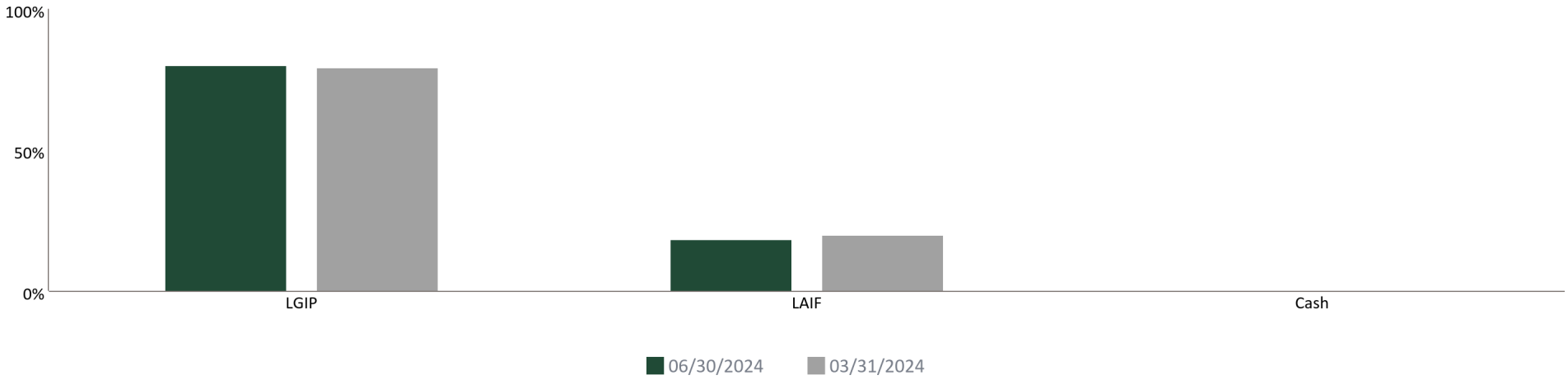
City of Dublin Reporting Account | As of June 30, 2024

	6/30/2024 Portfolio	3/31/2024 Portfolio
Average Maturity (yrs)	0.00	0.00
Average Modified Duration	0.00	0.00
Average Purchase Yield	5.26%	5.22%
Average Market Yield	5.26%	5.22%
Average Quality**	AAA	AAA
Total Market Value	141,849,410	131,606,553

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Dublin Reporting Account | As of June 30, 2024



Sector as a Percentage of Market Value

Sector	06/30/2024	03/31/2024
LGIP	80.7%	79.4%
LAIF	19.1%	20.4%
Cash	0.2%	0.2%

ISSUERS

City of Dublin Reporting Account | As of June 30, 2024

Issuer	Investment Type	% Portfolio
California Asset Mgmt Program	LGIP	80.70%
LAIF	LAIF	19.10%
Cash	Cash	0.21%
TOTAL		**100.00%**

CHANDLER ASSET MANAGEMENT

CONSOLIDATED INFORMATION

PORTFOLIO CHARACTERISTICS

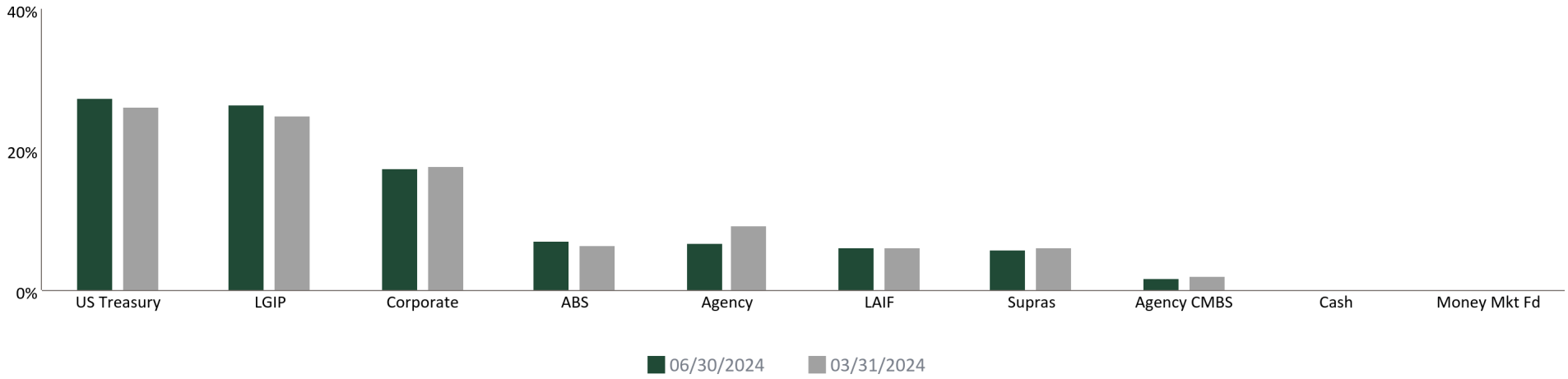
City of Dublin Cons | As of June 30, 2024

	6/30/2024 Portfolio	3/31/2024 Portfolio
Average Maturity (yrs)	2.03	1.99
Average Modified Duration	1.73	1.74
Average Purchase Yield	3.96%	3.77%
Average Market Yield	4.98%	4.93%
Average Quality**	AA+	AA+
Total Market Value	435,147,967	422,309,722

*Benchmark: NO BENCHMARK REQUIRED
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION

City of Dublin Cons | As of June 30, 2024



Sector as a Percentage of Market Value

Sector	06/30/2024	03/31/2024
US Treasury	27.4%	26.4%
LGIP	26.4%	24.9%
Corporate	17.5%	17.9%
ABS	7.2%	6.6%
Agency	6.9%	9.3%
LAIF	6.3%	6.4%
Supras	6.1%	6.2%
Agency CMBS	2.0%	2.1%
Cash	0.2%	0.2%
Money Mkt Fd	0.1%	0.2%

CHANDLER ASSET MANAGEMENT

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
44933LAC7	HART 2021-A A3 0.38 09/15/2025	23,324.53	04/20/2021 0.39%	23,322.08 23,324.06	99.76 4.84%	23,268.74 3.94	0.01% (55.31)	NA/AAA AAA	1.21 0.06
47788UAC6	JDOT 2021 A3 0.36 09/15/2025	71,719.50	03/02/2021 0.37%	71,705.72 71,716.50	99.37 4.93%	71,268.35 11.48	0.02% (448.15)	Aaa/NA AAA	1.21 0.14
05593AAC3	BMWLT 2023-1 A3 5.16 11/25/2025	259,836.30	02/07/2023 5.43%	259,830.12 259,833.18	99.81 5.69%	259,351.63 223.46	0.09% (481.55)	Aaa/AAA NA	1.41 0.42
44934KAC8	HART 2021-B A3 0.38 01/15/2026	370,088.86	07/20/2021 0.60%	370,007.18 370,066.83	99.09 3.83%	366,717.21 62.50	0.13% (3,349.62)	NA/AAA AAA	1.54 0.27
43815GAC3	HAROT 2021-4 A3 0.88 01/21/2026	305,675.16	11/16/2021 0.89%	305,610.73 305,653.75	97.97 4.64%	299,455.62 74.72	0.10% (6,198.13)	Aaa/NA AAA	1.56 0.55
47789QAC4	JDOT 2021-B A3 0.52 03/16/2026	283,762.88	07/13/2021 0.52%	283,737.57 283,754.85	98.07 4.81%	278,298.37 65.58	0.10% (5,456.48)	Aaa/NA AAA	1.71 0.45
44935FAD6	HART 2021-C A3 0.74 05/15/2026	206,015.62	11/09/2021 0.75%	205,969.64 205,999.43	98.36 4.11%	202,637.23 67.76	0.07% (3,362.20)	NA/AAA AAA	1.87 0.49
43815BAC4	HAROT 2022-1 A3 1.88 05/15/2026	814,238.71	02/15/2022 1.89%	814,116.25 814,189.28	98.11 4.63%	798,826.32 680.34	0.27% (15,362.97)	Aaa/AAA NA	1.87 0.70
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	528,884.81	05/10/2022 3.23%	528,857.31 528,872.01	98.66 4.97%	521,813.10 282.95	0.18% (7,058.92)	Aaa/AAA NA	2.15 0.78
47787JAC2	JDOT 2022 A3 0.36 09/15/2026	558,047.02	03/10/2022 2.34%	557,923.57 557,990.70	98.03 5.46%	547,069.51 575.41	0.19% (10,921.20)	Aaa/NA AAA	2.21 0.64
362554AC1	GMCAR 2021-4 A3 0.68 09/16/2026	261,651.22	10/13/2021 0.68%	261,644.55 261,648.68	97.67 4.17%	255,561.18 74.13	0.09% (6,087.50)	Aaa/AAA NA	2.21 0.69
448977AD0	HART 2022-A A3 2.22 10/15/2026	678,826.55	03/09/2022 2.23%	678,800.41 678,814.77	98.19 4.60%	666,522.61 669.78	0.23% (12,292.16)	NA/AAA AAA	2.29 0.78
380146AC4	GMCAR 2022-1 A3 1.26 11/16/2026	267,907.55	01/11/2022 1.27%	267,884.27 267,897.50	97.78 4.27%	261,972.54 140.65	0.09% (5,924.96)	NA/AAA AAA	2.38 0.76
362585AC5	GMCAR 2022-2 A3 3.1 02/16/2027	584,899.26	04/05/2022 3.13%	584,777.01 584,838.42	98.42 4.81%	575,658.43 755.49	0.20% (9,179.99)	Aaa/AAA NA	2.63 0.97
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	919,763.59	07/12/2022 3.77%	919,675.75 919,715.04	98.59 5.33%	906,794.93 1,528.85	0.31% (12,920.11)	Aaa/NA AAA	2.63 0.88

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
448988AD7	HALST 24A A3 5.02 03/15/2027	785,000.00	01/17/2024 5.03%	784,851.24 784,871.88	99.58 5.37%	781,682.35 1,751.42	0.27% (3,189.52)	NA/AAA AAA	2.71 1.63
36269FAD8	GMALT 2024-1 A3 5.09 03/22/2027	995,000.00	02/08/2024 5.09%	994,875.63 994,890.70	99.52 5.46%	990,221.02 1,547.50	0.34% (4,669.68)	NA/AAA AAA	2.73 1.65
89238GAD3	TLOT 2024-A A3 5.25 04/20/2027	1,000,000.00	02/21/2024 5.25%	999,957.80 999,962.39	99.99 5.36%	999,860.60 1,604.17	0.34% (101.79)	NA/AAA AAA	2.80 1.72
02582JJT8	AMXCA 2022-2 A 05/17/2027	2,205,000.00	05/17/2022 3.42%	2,204,512.25 2,204,797.58	98.21 5.54%	2,165,530.50 3,322.20	0.74% (39,267.08)	NA/AAA AAA	0.87 0.92
47800BAC2	JDOT 2022-C A3 5.09 06/15/2027	1,350,000.00	10/12/2022 5.15%	1,349,895.24 1,349,934.71	99.64 5.50%	1,345,179.29 3,054.00	0.46% (4,755.42)	Aaa/NA AAA	2.96 1.05
36269WAD1	GMALT 2024-2 A3 5.39 07/20/2027	1,055,000.00	05/07/2024 5.85%	1,054,938.71 1,054,941.14	100.29 5.30%	1,058,056.44 1,737.53	0.36% 3,115.30	NA/AAA AAA	3.05 1.71
58768PAC8	MBART 2022-1 A3 5.21 08/16/2027	2,790,000.00	11/15/2022 5.28%	2,789,448.14 2,789,641.24	99.81 5.43%	2,784,636.50 6,460.40	0.96% (5,004.73)	Aaa/AAA NA	3.13 1.28
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	765,000.00	05/17/2024 5.73%	764,910.50 764,913.11	100.29 5.25%	767,190.50 1,808.80	0.26% 2,277.39	Aaa/NA AAA	3.55 2.00
362583AD8	GMCAR 2023-2 A3 4.47 02/16/2028	625,000.00	04/04/2023 4.51%	624,982.81 624,987.14	98.90 5.10%	618,103.06 1,164.06	0.21% (6,884.08)	Aaa/AAA NA	3.63 1.96
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	550,000.00	07/11/2023 5.47%	549,902.54 549,922.75	100.31 5.39%	551,723.37 501.42	0.19% 1,800.62	NA/AAA AAA	3.66 1.96
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	980,000.00	11/07/2023 6.30%	979,894.36 979,908.36	100.71 5.32%	987,000.04 2,412.98	0.34% 7,091.69	NA/AAA AAA	4.13 2.51
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	3,090,000.00	09/07/2023 5.17%	3,089,143.45 3,089,279.41	100.26 5.11%	3,097,888.15 7,086.40	1.06% 8,608.74	NR/AAA AAA	4.21 2.03
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	550,000.00	03/11/2024 5.12%	549,969.20 549,971.08	99.61 5.22%	547,835.59 1,212.44	0.19% (2,135.50)	Aaa/NA AAA	4.38 2.07
437930AC4	HONDO-242-A3 5.27 11/20/2028	1,000,000.00	05/14/2024 5.27%	999,878.50 999,881.53	100.27 5.21%	1,002,699.10 1,903.06	0.34% 2,817.57	NA/AAA AAA	4.39 2.06
36268GAD7	GMCAR 2024-1 A3 4.85 12/18/2028	445,000.00	01/09/2024 4.91%	444,910.51 444,918.78	99.39 5.13%	442,298.41 899.27	0.15% (2,620.37)	Aaa/NA AAA	4.47 2.77
161571HV9	CHAIT 241 A 4.6 01/16/2029	1,910,000.00	01/24/2024 4.61%	1,909,709.11 1,909,733.51	99.08 5.17%	1,892,436.79 3,904.89	0.65% (17,296.73)	NR/AAA AAA	4.55 2.41

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
448973AD9	HART 2024-A A3 4.99 02/15/2029	1,170,000.00	03/11/2024 5.05%	1,169,742.02 1,169,756.84	99.63 5.24%	1,165,697.79 2,594.80	0.40% (4,059.05)	NA/AAA AAA	4.63 2.05
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	1,305,000.00	06/04/2024 5.18%	1,304,801.77 1,304,804.07	100.10 5.21%	1,306,289.21 3,755.50	0.45% 1,485.14	Aaa/AAA NA	4.66 2.10
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	1,110,000.00	06/11/2024 5.81%	1,109,783.00 1,109,784.63	100.31 5.14%	1,113,429.35 2,084.33	0.38% 3,644.72	Aaa/NA AAA	4.71 2.32
05522RDJ4	BACCT 2024-1 A 4.93 03/15/2029	1,480,000.00	06/06/2024 4.93%	1,479,916.97 1,479,917.83	100.04 4.99%	1,480,586.97 3,648.20	0.51% 669.14	Aaa/AAA NA	4.71 2.61
Total ABS		**31,294,641.58**	**4.54%**	**31,289,885.92** **31,291,133.68**	**99.49** **5.19%**	**31,133,560.79** **57,670.41**	**10.69%** **(157,572.89)**	**Aaa/AAA** **AAA**	**3.32** **1.63**
AGENCY									
3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025	4,200,000.00	-- 1.23%	4,254,786.30 4,206,862.12	97.70 5.34%	4,103,363.80 24,325.00	1.41% (103,498.32)	Aaa/AA+ AA+	0.62 0.60
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	1,825,000.00	04/22/2020 0.67%	1,821,240.50 1,824,391.97	96.43 5.18%	1,759,771.23 2,186.20	0.60% (64,620.73)	Aaa/AA+ AA+	0.81 0.79
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	3,435,000.00	06/17/2020 0.54%	3,427,889.55 3,433,631.71	95.66 5.17%	3,286,058.40 667.92	1.13% (147,573.31)	Aaa/AA+ AA+	0.96 0.94
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	1,745,000.00	07/21/2020 0.48%	1,736,309.90 1,743,165.74	95.27 5.01%	1,662,543.11 2,908.33	0.57% (80,622.63)	Aaa/AA+ AA+	1.06 1.03
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	2,755,000.00	08/25/2020 0.47%	2,742,106.60 2,752,031.13	94.81 5.07%	2,612,024.26 3,615.94	0.90% (140,006.86)	Aaa/AA+ AA+	1.15 1.12
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	2,655,000.00	09/23/2020 0.44%	2,647,008.45 2,653,032.78	94.51 5.03%	2,509,290.97 2,710.31	0.86% (143,741.81)	Aaa/AA+ AA+	1.23 1.20
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	2,860,000.00	11/09/2020 0.57%	2,849,761.20 2,857,222.42	94.22 4.97%	2,694,821.56 2,145.00	0.93% (162,400.87)	Aaa/AA+ AA+	1.36 1.32
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	4,000,000.00	02/09/2023 4.22%	4,029,238.40 4,014,929.65	99.42 4.92%	3,976,806.00 9,500.00	1.37% (38,123.65)	Aaa/AA+ AA+	1.45 1.38
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	3,000,000.00	03/21/2023 4.01%	3,065,010.00 3,048,282.91	99.88 4.53%	2,996,319.09 41,625.00	1.03% (51,963.82)	Aaa/AA+ AA+	3.70 3.32
880591EZ1	TENNESSEE VALLEY AUTHORITY 3.875 03/15/2028	2,645,000.00	-- 3.73%	2,661,791.35 2,657,737.50	97.82 4.52%	2,587,340.96 30,178.72	0.89% (70,396.54)	Aaa/AA+ AA+	3.71 3.37

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130AWMN7	FEDERAL HOME LOAN BANKS 4.375 06/09/2028	1,500,000.00	07/26/2023 4.27%	1,506,615.00 1,505,350.75	99.58 4.49%	1,493,731.65 4,010.42	0.51% (11,619.10)	Aaa/AA+ AA+	3.94 3.57
Total Agency		**30,620,000.00**	**1.94%**	**30,741,757.25** **30,696,638.66**	**96.98** **4.96%**	**29,682,071.03** **123,872.83**	**10.19%** **(1,014,567.63)**	**Aaa/AA+** **AA+**	**1.72** **1.60**
AGENCY CMBS									
3137BFE98	FHMS K-041 A2 3.171 10/25/2024	1,893,353.88	07/01/2021 0.66%	2,036,686.69 1,904,510.07	99.20 5.64%	1,878,258.55 5,003.19	0.64% (26,251.52)	Aaa/AA+ AAA	0.32 0.24
3137BSRE5	FHMS K-059 A2 3.12 09/25/2026	2,000,000.00	02/18/2022 2.08%	2,085,625.00 2,041,100.00	96.11 4.99%	1,922,262.60 5,200.00	0.66% (118,837.40)	Aaa/AAA AAA	2.24 2.02
3137F4D41	FHMS K-074 A2 3.6 01/25/2028	1,000,000.00	07/25/2023 4.73%	954,414.06 963,965.13	95.85 4.87%	958,528.40 3,000.00	0.33% (5,436.73)	Aaa/AA+ AAA	3.57 3.20
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	2,815,000.00	05/24/2023 4.24%	2,763,318.36 2,774,758.46	96.44 4.85%	2,714,793.88 9,031.46	0.93% (59,964.57)	Aaa/AA+ AAA	3.90 3.46
3137FK4M5	FHMS K-085 A2 4.06 10/25/2028	1,100,000.00	10/30/2023 5.37%	1,038,253.91 1,046,578.45	96.95 4.83%	1,066,484.32 3,721.67	0.37% 19,905.87	Aaa/AA+ AA+	4.32 3.83
Total Agency CMBS		**8,808,353.88**	**3.16%**	**8,878,298.02** **8,730,912.11**	**96.97** **5.05%**	**8,540,327.75** **25,956.31**	**2.93%** **(190,584.36)**	**Aaa/AA+** **AAA**	**2.76** **2.44**
CASH									
CCYUSD	Receivable	448,878.89	-- 0.00%	448,878.89 448,878.89	1.00 0.00%	448,878.89 0.00	0.15% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**448,878.89**	**0.00%**	**448,878.89** **448,878.89**	**1.00** **0.00%**	**448,878.89** **0.00**	**0.15%** **0.00**	**Aaa/AAA** **AAA**	**0.00** **0.00**
CORPORATE									
79466LAG9	SALESFORCE INC 0.625 07/15/2024	465,000.00	06/29/2021 0.64%	464,762.85 464,996.98	99.81 5.23%	464,106.61 1,340.10	0.16% (890.37)	A1/A+ NA	0.04 0.04
90331HPL1	US BANK NA 2.05 01/21/2025	2,610,000.00	01/16/2020 2.09%	2,604,440.70 2,609,379.26	98.01 5.73%	2,557,979.49 23,780.00	0.88% (51,399.77)	A2/A+ A+	0.56 0.54

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
00440EAS6	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	2,500,000.00	-- 0.78%	2,753,600.00 2,541,295.86	98.43 5.44%	2,460,641.95 23,187.50	0.84% (80,653.91)	A3/A A	0.71 0.68
14913R2V8	CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025	1,165,000.00	05/10/2022 3.44%	1,163,520.45 1,164,573.42	98.36 5.35%	1,145,870.47 5,281.33	0.39% (18,702.95)	A2/A A+	0.87 0.84
747525AF0	QUALCOMM INC 3.45 05/20/2025	3,000,000.00	-- 1.61%	3,159,848.58 3,034,640.01	98.36 5.36%	2,950,764.09 11,787.50	1.01% (83,875.92)	A2/A NA	0.89 0.86
438516CB0	HONEYWELL INTERNATIONAL INC 1.35 06/01/2025	2,500,000.00	06/23/2020 0.85%	2,559,500.00 2,510,213.44	96.43 5.38%	2,410,813.43 2,812.50	0.83% (99,400.01)	A2/A A	0.92 0.89
78015K7H1	ROYAL BANK OF CANADA 1.15 06/10/2025	1,000,000.00	02/22/2021 0.86%	1,012,240.00 1,002,687.02	96.02 5.53%	960,243.36 670.83	0.33% (42,443.66)	A1/A AA-	0.94 0.92
66815L2J7	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.0 07/01/2025	2,500,000.00	06/27/2022 4.01%	2,499,150.00 2,499,716.92	98.74 5.31%	2,468,519.40 50,000.00	0.85% (31,197.52)	Aaa/AA+ AAA	1.00 0.95
02665WDL2	AMERICAN HONDA FINANCE CORP 1.2 07/08/2025	1,000,000.00	08/10/2021 1.00%	1,007,640.00 1,001,993.04	95.80 5.48%	958,026.26 5,766.67	0.33% (43,966.78)	A3/A- A	1.02 0.99
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00	02/16/2021 0.81%	997,230.00 999,273.42	94.62 5.45%	946,242.16 2,291.67	0.32% (53,031.26)	A1/A AA-	1.20 1.16
06051GHY8	BANK OF AMERICA CORP 2.015 02/13/2026	1,250,000.00	03/04/2021 1.15%	1,291,725.00 1,256,586.63	97.71 6.10%	1,221,390.88 9,655.21	0.42% (35,195.75)	A1/A- AA-	1.62 0.60
46647PBH8	JPMORGAN CHASE & CO 2.005 03/13/2026	1,000,000.00	04/29/2021 1.21%	1,030,270.00 1,005,462.74	97.41 6.48%	974,105.85 6,015.00	0.33% (31,356.89)	A1/A- AA-	1.70 0.68
808513BR5	CHARLES SCHWAB CORP 1.15 05/13/2026	1,370,000.00	05/11/2021 1.20%	1,366,821.60 1,368,814.63	92.48 5.44%	1,266,927.86 2,100.67	0.43% (101,886.77)	A2/A- A	1.87 1.80
91324PEC2	UNITEDHEALTH GROUP INC 1.15 05/15/2026	2,000,000.00	-- 1.90%	1,939,210.15 1,972,950.03	92.96 5.14%	1,859,139.14 2,938.89	0.64% (113,810.89)	A2/A+ A	1.87 1.81
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	2,485,000.00	06/15/2021 1.13%	2,483,906.60 2,484,570.67	92.61 5.12%	2,301,297.74 1,009.53	0.79% (183,272.92)	A1/A+ A+	1.97 1.90
58989V2D5	MET TOWER GLOBAL FUNDING 1.25 09/14/2026	1,285,000.00	09/07/2021 1.27%	1,283,817.80 1,284,478.82	91.68 5.30%	1,178,038.13 4,774.13	0.40% (106,440.69)	Aa3/AA- AA-	2.21 2.12
06368FAC3	BANK OF MONTREAL 1.25 09/15/2026	2,500,000.00	-- 1.29%	2,495,539.50 2,498,031.13	91.60 5.33%	2,289,940.70 9,201.39	0.79% (208,090.43)	A2/A- AA-	2.21 2.12
931142ER0	WALMART INC 1.05 09/17/2026	585,000.00	09/08/2021 1.09%	583,894.35 584,510.75	92.18 4.81%	539,274.71 1,774.50	0.19% (45,236.04)	Aa2/AA AA	2.22 2.14

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59217GER6	METROPOLITAN LIFE GLOBAL FUNDING I 1.875 01/11/2027	1,860,000.00	01/03/2022 1.90%	1,857,879.60 1,858,927.02	92.28 5.17%	1,716,316.97 16,468.75	0.59% (142,610.05)	Aa3/AA- AA-	2.53 2.40
87612EBM7	TARGET CORP 1.95 01/15/2027	1,340,000.00	01/19/2022 1.99%	1,337,722.00 1,338,836.56	93.06 4.89%	1,247,006.95 12,048.83	0.43% (91,829.61)	A2/A A	2.54 2.41
808513BY0	CHARLES SCHWAB CORP 2.45 03/03/2027	585,000.00	03/01/2022 2.47%	584,368.20 584,662.65	93.27 5.18%	545,606.14 4,697.88	0.19% (39,056.51)	A2/A- A	2.67 2.52
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	2,295,000.00	03/07/2022 2.30%	2,294,563.95 2,294,764.30	93.74 4.79%	2,151,270.87 15,542.25	0.74% (143,493.43)	Aa2/AA A+	2.71 2.56
40139LBF9	GUARDIAN LIFE GLOBAL FUNDING 3.246 03/29/2027	765,000.00	03/24/2022 3.25%	765,000.00 765,000.00	95.34 5.08%	729,369.09 6,345.93	0.25% (35,630.91)	Aa1/AA+ NA	2.74 2.56
023135CF1	AMAZON.COM INC 3.3 04/13/2027	1,750,000.00	04/25/2022 3.34%	1,746,972.50 1,748,302.46	95.89 4.89%	1,678,151.93 12,512.50	0.58% (70,150.53)	A1/AA AA-	2.79 2.60
46647PCB0	JPMORGAN CHASE & CO 1.578 04/22/2027	500,000.00	08/23/2022 4.64%	449,845.00 474,499.47	93.32 5.77%	466,604.21 1,512.25	0.16% (7,895.27)	A1/A- AA-	2.81 1.74
927804GH1	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027	1,000,000.00	-- 3.75%	999,773.40 999,855.79	96.31 5.15%	963,078.66 4,791.67	0.33% (36,777.13)	A2/BBB+ A	2.87 2.67
14913R3A3	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027	1,375,000.00	-- 3.89%	1,357,243.75 1,363,765.08	96.24 4.91%	1,323,366.72 19,112.50	0.45% (40,398.36)	A2/A A+	3.12 2.86
931142EX7	WALMART INC 3.95 09/09/2027	1,500,000.00	-- 3.97%	1,498,302.30 1,498,916.86	97.70 4.73%	1,465,552.23 18,433.33	0.50% (33,364.63)	Aa2/AA AA	3.19 2.92
89236TKJ3	TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027	1,500,000.00	11/22/2022 4.88%	1,479,060.00 1,486,008.28	98.77 4.96%	1,481,608.43 19,147.92	0.51% (4,399.85)	A1/A+ A+	3.22 2.92
023135CP9	AMAZON.COM INC 4.55 12/01/2027	1,000,000.00	01/17/2023 4.21%	1,014,400.00 1,010,039.61	99.26 4.79%	992,569.69 3,791.67	0.34% (17,469.92)	A1/AA AA-	3.42 3.12
89115A2M3	TORONTO-DOMINION BANK 5.156 01/10/2028	3,000,000.00	-- 5.28%	2,984,380.00 2,987,962.15	99.88 5.19%	2,996,396.73 73,473.00	1.03% 8,434.58	A1/A AA-	3.53 3.11
756109AU8	REALTY INCOME CORP 3.65 01/15/2028	960,000.00	04/10/2023 4.87%	910,540.80 923,225.56	95.18 5.16%	913,734.07 16,157.33	0.31% (9,491.50)	A3/A- WR	3.54 3.21
24422EWR6	JOHN DEERE CAPITAL CORP 4.75 01/20/2028	2,000,000.00	01/23/2023 4.40%	2,030,780.00 2,021,939.84	99.57 4.88%	1,991,479.24 42,486.11	0.68% (30,460.60)	A1/A A+	3.56 3.17
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	3,000,000.00	-- 5.54%	2,824,349.55 2,883,103.18	96.38 5.85%	2,891,507.10 51,305.33	0.99% 8,403.92	A1/A- AA-	3.56 2.35

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06368LGV2	BANK OF MONTREAL 5.203 02/01/2028	2,000,000.00	08/17/2023 5.56%	1,972,380.00 1,977,734.03	100.15 5.16%	2,002,921.22 43,358.33	0.69% 25,187.19	A2/A- AA-	3.59 3.17
91324PEP3	UNITEDHEALTH GROUP INC 5.25 02/15/2028	1,500,000.00	02/21/2023 4.90%	1,522,890.00 1,516,562.27	101.30 4.85%	1,519,523.91 29,750.00	0.52% 2,961.64	A2/A+ A	3.63 3.14
46647PAF3	JPMORGAN CHASE & CO 3.54 05/01/2028	2,000,000.00	08/16/2023 5.75%	1,854,340.00 1,888,600.27	95.44 5.72%	1,908,740.12 11,800.00	0.66% 20,139.85	A1/A- AA-	3.84 2.64
58933YBH7	MERCK & CO INC 4.05 05/17/2028	3,500,000.00	-- 4.06%	3,497,960.40 3,498,419.00	97.90 4.65%	3,426,391.61 17,325.00	1.18% (72,027.40)	A1/A+ NA	3.88 3.53
06406RBG1	BANK OF NEW YORK MELLON CORP 3.992 06/13/2028	1,500,000.00	10/26/2023 6.16%	1,395,930.00 1,415,216.80	96.71 5.52%	1,450,636.16 2,994.00	0.50% 35,419.35	A1/A AA-	3.96 2.74
02665WEM9	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028	1,370,000.00	10/12/2023 5.60%	1,343,288.50 1,347,296.77	100.46 5.00%	1,376,240.57 33,936.04	0.47% 28,943.80	A3/A- A	4.02 3.51
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	2,500,000.00	09/07/2023 5.54%	2,464,100.00 2,470,009.63	100.66 5.02%	2,516,414.88 54,166.67	0.86% 46,405.24	A1/A AA-	4.09 3.57
756109BS2	REALTY INCOME CORP 4.7 12/15/2028	1,300,000.00	-- 4.98%	1,285,086.00 1,285,776.49	98.17 5.16%	1,276,256.19 2,715.56	0.44% (9,520.31)	A3/A- NA	4.46 3.96
91324PEU2	UNITEDHEALTH GROUP INC 4.25 01/15/2029	1,000,000.00	01/23/2024 4.61%	984,020.00 985,409.57	97.37 4.90%	973,719.05 19,597.22	0.33% (11,690.52)	A2/A+ A	4.54 3.99
24422EXH7	JOHN DEERE CAPITAL CORP 4.5 01/16/2029	2,000,000.00	04/18/2024 5.16%	1,945,100.00 1,947,321.39	98.30 4.92%	1,966,034.22 43,250.00	0.67% 18,712.83	A1/A A+	4.55 3.97
91159HJK7	US BANCORP 4.653 02/01/2029	1,250,000.00	04/11/2024 5.66%	1,207,450.00 1,209,812.18	97.85 5.58%	1,223,110.64 24,234.38	0.42% 13,298.45	A3/A A	4.59 3.19
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,565,000.00	02/21/2024 4.86%	1,564,452.25 1,564,490.03	99.98 4.85%	1,564,723.90 26,355.03	0.54% 233.88	A1/AA- NA	4.66 4.06
61747YFD2	MORGAN STANLEY 5.164 04/20/2029	2,250,000.00	05/30/2024 5.44%	2,228,212.50 2,228,688.14	99.68 5.58%	2,242,697.96 22,915.25	0.77% 14,009.82	A1/A- A+	4.80 3.38
Total Corporate		**78,380,000.00**	**3.44%**	**78,097,508.28 77,859,320.12**	**96.98 5.23%**	**75,954,351.64 814,612.15**	**26.08% (1,904,968.48)**	**A1/A A+**	**2.75 2.36**
MONEY MARKET FUND									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
31846V203	FIRST AMER:GVT OBLG Y	356,932.33	-- 4.92%	356,932.33 356,932.33	1.00 4.92%	356,932.33 0.00	0.12% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**356,932.33**	**4.92%**	**356,932.33 356,932.33**	**1.00 4.92%**	**356,932.33 0.00**	**0.12% 0.00**	**Aaa/ AAAm AAA**	**0.00 0.00**
SUPRANATIONAL									
459058JB0	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 0.625 04/22/2025	2,260,000.00	04/15/2020 0.70%	2,251,253.80 2,258,587.00	96.39 5.23%	2,178,472.69 2,711.62	0.75% (80,114.31)	Aaa/AAA NA	0.81 0.79
4581X0DN5	INTER-AMERICAN DEVELOPMENT BANK 0.625 07/15/2025	1,685,000.00	01/13/2021 0.53%	1,692,329.75 1,686,691.82	95.45 5.17%	1,608,302.76 4,856.08	0.55% (78,389.06)	Aaa/AAA NA	1.04 1.01
459058JL8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 0.5 10/28/2025	6,000,000.00	-- 0.55%	5,986,632.00 5,996,264.92	94.26 5.02%	5,655,439.68 5,250.00	1.94% (340,825.24)	Aaa/AAA NA	1.33 1.29
4581X0DV7	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	4,615,000.00	04/13/2021 0.97%	4,593,863.30 4,607,383.38	93.15 4.88%	4,298,832.86 7,964.08	1.48% (308,550.52)	Aaa/AAA NA	1.80 1.75
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	5,000,000.00	-- 4.35%	4,813,059.00 4,846,508.87	96.35 4.50%	4,817,704.75 82,152.78	1.65% (28,804.12)	Aaa/AAA NA	4.03 3.65
45950KDD9	INTERNATIONAL FINANCE CORP 4.5 07/13/2028	1,605,000.00	07/06/2023 4.53%	1,603,218.45 1,603,563.64	100.04 4.49%	1,605,608.47 33,705.00	0.55% 2,044.83	Aaa/AAA NA	4.04 3.58
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	3,360,000.00	-- 4.33%	3,187,150.40 3,207,822.00	94.71 4.51%	3,182,365.74 30,041.67	1.09% (25,456.26)	Aaa/AAA NA	4.22 3.85
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	3,000,000.00	02/15/2024 4.34%	2,970,690.00 2,972,813.45	98.60 4.46%	2,957,929.74 51,906.25	1.02% (14,883.71)	Aaa/AAA NA	4.63 4.09
Total Supranational		**27,525,000.00**	**2.45%**	**27,098,196.70 27,179,635.09**	**95.61 4.77%**	**26,304,656.69 218,587.47**	**9.03% (874,978.40)**	**Aaa/AAA NA**	**2.73 2.50**
US TREASURY									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFP1	UNITED STATES TREASURY 4.25 10/15/2025	1,500,000.00	-- 4.24%	1,500,431.56 1,500,212.94	99.06 5.00%	1,485,937.50 13,411.89	0.51% (14,275.44)	Aaa/AA+ AA+	1.29 1.23
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	3,000,000.00	02/23/2021 0.58%	2,970,468.75 2,990,511.32	93.20 4.89%	2,795,976.57 4,697.80	0.96% (194,534.75)	Aaa/AA+ AA+	1.59 1.54
91282CBQ3	UNITED STATES TREASURY 0.5 02/28/2026	2,500,000.00	03/26/2021 0.83%	2,459,960.94 2,486,475.40	93.12 4.84%	2,327,929.70 4,177.99	0.80% (158,545.70)	Aaa/AA+ AA+	1.67 1.62
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	5,000,000.00	-- 0.85%	4,974,804.69 4,991,167.27	93.26 4.81%	4,662,890.60 9,426.23	1.60% (328,276.67)	Aaa/AA+ AA+	1.75 1.70
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	2,000,000.00	06/18/2021 0.90%	1,985,000.00 1,994,191.14	92.74 4.76%	1,854,765.62 1,270.49	0.64% (139,425.52)	Aaa/AA+ AA+	1.92 1.86
91282CCW9	UNITED STATES TREASURY 0.75 08/31/2026	2,000,000.00	08/30/2021 0.77%	1,998,515.63 1,999,356.99	91.97 4.69%	1,839,375.00 5,013.59	0.63% (159,981.99)	Aaa/AA+ AA+	2.17 2.10
91282CDG3	UNITED STATES TREASURY 1.125 10/31/2026	5,000,000.00	-- 1.25%	4,970,498.06 4,985,944.01	92.29 4.65%	4,614,257.80 9,476.90	1.58% (371,686.21)	Aaa/AA+ AA+	2.34 2.25
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	4,500,000.00	-- 2.15%	4,367,285.16 4,428,388.88	92.55 4.59%	4,164,609.38 28,186.81	1.43% (263,779.51)	Aaa/AA+ AA+	2.59 2.47
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	7,000,000.00	-- 3.55%	6,761,484.38 6,854,844.19	95.27 4.54%	6,669,140.66 32,432.07	2.29% (185,703.53)	Aaa/AA+ AA+	2.83 2.67
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	9,000,000.00	-- 3.22%	9,018,066.41 9,008,407.22	96.49 4.51%	8,683,945.29 794.84	2.98% (324,461.93)	Aaa/AA+ AA+	3.00 2.82
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	10,000,000.00	-- 3.95%	10,074,062.50 10,050,281.63	98.87 4.50%	9,886,718.80 103,688.52	3.39% (163,562.83)	Aaa/AA+ AA+	3.25 2.98
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	10,000,000.00	-- 3.70%	10,078,828.13 10,055,970.22	98.08 4.47%	9,808,203.10 1,052.99	3.37% (247,767.12)	Aaa/AA+ AA+	3.50 3.23
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	7,000,000.00	-- 3.58%	7,014,042.96 7,010,751.32	97.19 4.45%	6,803,125.00 63,784.15	2.34% (207,626.32)	Aaa/AA+ AA+	3.75 3.43
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	4,500,000.00	-- 4.07%	4,412,773.44 4,430,240.65	97.15 4.42%	4,371,855.48 13,816.60	1.50% (58,385.17)	Aaa/AA+ AA+	3.92 3.59
91282CHQ7	UNITED STATES TREASURY 4.125 07/31/2028	9,000,000.00	-- 4.51%	8,848,203.13 8,872,581.69	98.94 4.41%	8,904,726.54 155,027.47	3.06% 32,144.85	Aaa/AA+ AA+	4.08 3.66
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	3,750,000.00	-- 4.92%	3,702,089.84 3,708,805.61	100.85 4.40%	3,781,787.10 43,596.31	1.30% 72,981.49	Aaa/AA+ AA+	4.25 3.78

HOLDINGS REPORT

City of Dublin | As of June 30, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CJN2	UNITED STATES TREASURY 4.375 11/30/2028	5,500,000.00	-- 4.03%	5,584,941.41 5,576,033.35	99.98 4.38%	5,499,140.63 20,380.81	1.89% (76,892.72)	Aaa/AA+ AA+	4.42 3.96
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	5,500,000.00	-- 4.00%	5,438,359.38 5,443,815.92	97.45 4.38%	5,359,492.16 560.46	1.84% (84,323.76)	Aaa/AA+ AA+	4.50 4.09
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	13,000,000.00	-- 4.44%	12,891,953.13 12,896,328.22	99.55 4.36%	12,941,601.53 184,667.12	4.44% 45,273.31	Aaa/AA+ AA+	4.67 4.13
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	12,250,000.00	-- 4.42%	12,359,384.76 12,358,823.14	101.15 4.36%	12,390,683.66 95,453.46	4.25% 31,860.52	Aaa/AA+ AA+	4.83 4.27
Total US Treasury		**122,000,000.00**	**3.50%**	**121,411,154.26 121,643,131.12**	**97.49 4.49%**	**118,846,162.11 790,916.50**	**40.80% (2,796,969.01)**	**Aaa/AA+ AA+**	**3.56 3.24**
Total Portfolio		**299,433,806.68**	**3.32%**	**298,322,611.65 298,206,582.00**	**97.07 4.84%**	**291,266,941.23 2,031,615.68**	**100.00% (6,939,640.77)**	**Aa2/AA- AA**	**3.03 2.57**
Total Market Value + Accrued						**293,298,556.91**			

HOLDINGS REPORT

CHANDLER ASSET MANAGEMENT

City of Dublin Reporting Account | As of June 30, 2024

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	293,968.95	--	293,968.95	1.00	293,968.95	0.21%	Aaa/AAA	0.00
			0.00%	293,968.95	0.00%	0.00	0.00	AAA	0.00
				293,968.95	**1.00**	**293,968.95**	**0.21%**	**Aaa/AAA**	**0.00**
Total Cash		**293,968.95**	**0.00%**	**293,968.95**	**0.00%**	**0.00**	**0.00**	**AAA**	**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	27,087,152.90	--	27,087,152.90	1.00	27,087,152.90	19.10%	NA/NA	0.00
			4.56%	27,087,152.90	4.56%	0.00	0.00	NA	0.00
				27,087,152.90	**1.00**	**27,087,152.90**	**19.10%**	**NA/NA**	**0.00**
Total LAIF		**27,087,152.90**	**4.56%**	**27,087,152.90**	**4.56%**	**0.00**	**0.00**	**NA**	**0.00**
LOCAL GOV INVESTMENT POOL									
90CAMP$00	CAMP	114,468,288.08	--	114,468,288.08	1.00	114,468,288.08	80.70%	NA/AAAm	0.00
			5.44%	114,468,288.08	5.44%	0.00	0.00	AAA	0.00
				114,468,288.08	**1.00**	**114,468,288.08**	**80.70%**	**NA/ AAAm**	**0.00**
Total Local Gov Investment Pool		**114,468,288.08**	**5.44%**	**114,468,288.08**	**5.44%**	**0.00**	**0.00**	**AAA**	**0.00**
				141,849,409.93	**1.00**	**141,849,409.93**	**100.00%**	**Aaa/AAA**	**0.00**
Total Portfolio		**141,849,409.93**	**5.26%**	**141,849,409.93**	**5.26%**	**0.00**	**0.00**	**AAA**	**0.00**
Total Market Value + Accrued						**141,849,409.93**			

CHANDLER ASSET MANAGEMENT

TRANSACTIONS

TRANSACTION LEDGER

City of Dublin | Account #10198|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2024	91159HJK7	1,250,000.00	US BANCORP 4.653 02/01/2029	96.596	5.47%	(1,207,450.00)	(11,955.63)	(1,219,405.63)	0.00
Purchase	04/17/2024	91282CKD2	3,000,000.00	UNITED STATES TREASURY 4.25 02/28/2029	98.113	4.69%	(2,943,398.44)	(16,630.43)	(2,960,028.87)	0.00
Purchase	04/22/2024	24422EXH7	2,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/16/2029	97.255	5.16%	(1,945,100.00)	(26,000.00)	(1,971,100.00)	0.00
Purchase	04/25/2024	91282CKD2	3,000,000.00	UNITED STATES TREASURY 4.25 02/28/2029	98.246	4.66%	(2,947,382.81)	(19,402.17)	(2,966,784.98)	0.00
Purchase	04/30/2024	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029	99.703	4.69%	(1,994,062.50)	0.00	(1,994,062.50)	0.00
Purchase	05/16/2024	36269WAD1	1,055,000.00	GMALT 2024-2 A3 5.39 07/20/2027	99.994	5.85%	(1,054,938.71)	0.00	(1,054,938.71)	0.00
Purchase	05/20/2024	91282CKP5	3,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029	100.813	4.44%	(3,024,375.00)	(7,540.76)	(3,031,915.76)	0.00
Purchase	05/21/2024	437930AC4	1,000,000.00	HONDO-242-A3 5.27 11/20/2028	99.988	5.27%	(999,878.50)	0.00	(999,878.50)	0.00
Purchase	05/23/2024	58770JAD6	765,000.00	MBALT 2024-A A3 5.32 01/18/2028	99.988	5.73%	(764,910.50)	0.00	(764,910.50)	0.00
Purchase	05/30/2024	756109BS2	300,000.00	REALTY INCOME CORP 4.7 12/15/2028	96.942	5.47%	(290,826.00)	(6,462.50)	(297,288.50)	0.00
Purchase	05/31/2024	61747YFD2	750,000.00	MORGAN STANLEY 5.164 04/20/2029	99.025	5.40%	(742,687.50)	(4,410.92)	(747,098.42)	0.00
Purchase	05/31/2024	61747YFD2	1,500,000.00	MORGAN STANLEY 5.164 04/20/2029	99.035	5.39%	(1,485,525.00)	(8,821.83)	(1,494,346.83)	0.00
Purchase	06/11/2024	096919AD7	1,305,000.00	BMWOT 2024-A A3 5.18 02/26/2029	99.985	5.18%	(1,304,801.77)	0.00	(1,304,801.77)	0.00

TRANSACTION LEDGER

City of Dublin | Account #10198|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	06/13/2024	05522RDJ4	1,480,000.00	BACCT 2024-1 A 4.93 03/15/2029	99.994	4.93%	(1,479,916.97)	0.00	(1,479,916.97)	0.00
Purchase	06/18/2024	47786WAD2	1,110,000.00	JDOT 2024-B A3 5.2 03/15/2029	99.980	5.81%	(1,109,783.00)	0.00	(1,109,783.00)	0.00
Purchase	06/27/2024	91282CKP5	6,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029	101.238	4.34%	(6,074,296.87)	(43,736.41)	(6,118,033.28)	0.00
Purchase	06/28/2024	91282CKP5	1,250,000.00	UNITED STATES TREASURY 4.625 04/30/2029	101.332	4.32%	(1,266,650.39)	(9,268.85)	(1,275,919.24)	0.00
Total Purchase			**30,765,000.00**				**(30,635,983.96)**	**(154,229.50)**	**(30,790,213.46)**	**0.00**
TOTAL ACQUISITIONS			**30,765,000.00**				**(30,635,983.96)**	**(154,229.50)**	**(30,790,213.46)**	**0.00**
DISPOSITIONS										
Call Redemption	05/30/2024	61747YEA9	(3,040,000.00)	MORGAN STANLEY 0.79 05/30/2025	100.000	0.79%	3,040,000.00	0.00	3,040,000.00	0.00
Total Call Redemption			**(3,040,000.00)**				**3,040,000.00**	**0.00**	**3,040,000.00**	**0.00**
Sale	04/17/2024	91282CBC4	(1,000,000.00)	UNITED STATES TREASURY 0.375 12/31/2025	92.453	0.38%	924,531.25	1,112.64	925,643.89	(75,442.10)
Sale	04/17/2024	91282CBH3	(1,000,000.00)	UNITED STATES TREASURY 0.375 01/31/2026	92.105	0.58%	921,054.69	793.27	921,847.96	(75,372.72)
Sale	04/17/2024	91282CFP1	(1,000,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	98.785	4.40%	987,851.56	232.24	988,083.80	(12,313.01)
Sale	04/22/2024	24422ETT6	(2,000,000.00)	JOHN DEERE CAPITAL CORP 2.65 06/24/2024	99.495	2.02%	1,989,900.00	17,372.22	2,007,272.22	(14,560.87)

TRANSACTION LEDGER

City of Dublin | Account #10198|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	04/25/2024	3133ENZ94	(5,480,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 11/18/2024	99.506	4.55%	5,452,928.80	107,545.00	5,560,473.80	(25,426.30)
Sale	05/20/2024	91282CFP1	(3,000,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	98.980	4.40%	2,969,414.06	12,192.62	2,981,606.68	(31,049.80)
Sale	06/11/2024	91282CFP1	(1,500,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	98.926	4.29%	1,483,886.72	9,928.28	1,493,815.00	(16,335.26)
Sale	06/12/2024	91282CFP1	(750,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	98.977	4.29%	742,324.22	5,051.23	747,375.45	(7,786.55)
Sale	06/27/2024	3135G0X24	(4,200,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025	98.069	1.69%	4,118,898.00	32,229.17	4,151,127.17	(90,758.01)
Sale	06/27/2024	91282CFP1	(1,000,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	99.070	4.29%	990,703.13	8,476.78	999,179.91	(9,440.04)
Sale	06/28/2024	91282CFP1	(1,250,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	99.063	4.29%	1,238,281.25	10,741.12	1,249,022.37	(11,897.33)
Total Sale			**(22,180,000.00)**				**21,819,773.68**	**205,674.57**	**22,025,448.25**	**(370,381.98)**
TOTAL DISPOSITIONS			**(25,220,000.00)**				**24,859,773.68**	**205,674.57**	**25,065,448.25**	**(370,381.98)**

IMPORTANT DISCLOSURES

City of Dublin | As of June 30, 2024

2024 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

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

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

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

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

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

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

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

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

BENCHMARK DISCLOSURES

City of Dublin | As of June 30, 2024

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

TRANSACTION LEDGER

CHANDLER ASSET MANAGEMENT

City of Dublin | Account #10198|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/15/2024	91159HJK7	1,250,000.00	US BANCORP 4.653 02/01/2029	96.596	5.47%	(1,207,450.00)	(11,955.63)	(1,219,405.63)	0.00
Purchase	04/17/2024	91282CKD2	3,000,000.00	UNITED STATES TREASURY 4.25 02/28/2029	98.113	4.69%	(2,943,398.44)	(16,630.43)	(2,960,028.87)	0.00
Purchase	04/22/2024	24422EXH7	2,000,000.00	JOHN DEERE CAPITAL CORP 4.5 01/16/2029	97.255	5.16%	(1,945,100.00)	(26,000.00)	(1,971,100.00)	0.00
Purchase	04/25/2024	91282CKD2	3,000,000.00	UNITED STATES TREASURY 4.25 02/28/2029	98.246	4.66%	(2,947,382.81)	(19,402.17)	(2,966,784.98)	0.00
Purchase	04/30/2024	91282CKP5	2,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029	99.703	4.69%	(1,994,062.50)	0.00	(1,994,062.50)	0.00
Purchase	05/16/2024	36269WAD1	1,055,000.00	GMALT 2024-2 A3 5.39 07/20/2027	99.994	5.85%	(1,054,938.71)	0.00	(1,054,938.71)	0.00
Purchase	05/20/2024	91282CKP5	3,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029	100.813	4.44%	(3,024,375.00)	(7,540.76)	(3,031,915.76)	0.00
Purchase	05/21/2024	437930AC4	1,000,000.00	HONDO-242-A3 5.27 11/20/2028	99.988	5.27%	(999,878.50)	0.00	(999,878.50)	0.00
Purchase	05/23/2024	58770JAD6	765,000.00	MBALT 2024-A A3 5.32 01/18/2028	99.988	5.73%	(764,910.50)	0.00	(764,910.50)	0.00
Purchase	05/30/2024	756109BS2	300,000.00	REALTY INCOME CORP 4.7 12/15/2028	96.942	5.47%	(290,826.00)	(6,462.50)	(297,288.50)	0.00
Purchase	05/31/2024	61747YFD2	750,000.00	MORGAN STANLEY 5.164 04/20/2029	99.025	5.40%	(742,687.50)	(4,410.92)	(747,098.42)	0.00
Purchase	05/31/2024	61747YFD2	1,500,000.00	MORGAN STANLEY 5.164 04/20/2029	99.035	5.39%	(1,485,525.00)	(8,821.83)	(1,494,346.83)	0.00
Purchase	06/11/2024	096919AD7	1,305,000.00	BMWOT 2024-A A3 5.18 02/26/2029	99.985	5.18%	(1,304,801.77)	0.00	(1,304,801.77)	0.00

TRANSACTION LEDGER

City of Dublin | Account #10198|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	06/13/2024	05522RDJ4	1,480,000.00	BACCT 2024-1 A 4.93 03/15/2029	99.994	4.93%	(1,479,916.97)	0.00	(1,479,916.97)	0.00
Purchase	06/18/2024	47786WAD2	1,110,000.00	JDOT 2024-B A3 5.2 03/15/2029	99.980	5.81%	(1,109,783.00)	0.00	(1,109,783.00)	0.00
Purchase	06/27/2024	91282CKP5	6,000,000.00	UNITED STATES TREASURY 4.625 04/30/2029	101.238	4.34%	(6,074,296.87)	(43,736.41)	(6,118,033.28)	0.00
Purchase	06/28/2024	91282CKP5	1,250,000.00	UNITED STATES TREASURY 4.625 04/30/2029	101.332	4.32%	(1,266,650.39)	(9,268.85)	(1,275,919.24)	0.00
Total Purchase			**30,765,000.00**				**(30,635,983.96)**	**(154,229.50)**	**(30,790,213.46)**	**0.00**
TOTAL ACQUISITIONS			**30,765,000.00**				**(30,635,983.96)**	**(154,229.50)**	**(30,790,213.46)**	**0.00**
DISPOSITIONS										
Call Redemption	05/30/2024	61747YEA9	(3,040,000.00)	MORGAN STANLEY 0.79 05/30/2025	100.000	0.79%	3,040,000.00	0.00	3,040,000.00	0.00
Total Call Redemption			**(3,040,000.00)**				**3,040,000.00**	**0.00**	**3,040,000.00**	**0.00**
Sale	04/17/2024	91282CBC4	(1,000,000.00)	UNITED STATES TREASURY 0.375 12/31/2025	92.453	0.38%	924,531.25	1,112.64	925,643.89	(75,442.10)
Sale	04/17/2024	91282CBH3	(1,000,000.00)	UNITED STATES TREASURY 0.375 01/31/2026	92.105	0.58%	921,054.69	793.27	921,847.96	(75,372.72)
Sale	04/17/2024	91282CFP1	(1,000,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	98.785	4.40%	987,851.56	232.24	988,083.80	(12,313.01)
Sale	04/22/2024	24422ETT6	(2,000,000.00)	JOHN DEERE CAPITAL CORP 2.65 06/24/2024	99.495	2.02%	1,989,900.00	17,372.22	2,007,272.22	(14,560.87)

TRANSACTION LEDGER

City of Dublin | Account #10198|04/01/2024 Through 06/30/2024|

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	04/25/2024	3133ENZ94	(5,480,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 11/18/2024	99.506	4.55%	5,452,928.80	107,545.00	5,560,473.80	(25,426.30)
Sale	05/20/2024	91282CFP1	(3,000,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	98.980	4.40%	2,969,414.06	12,192.62	2,981,606.68	(31,049.80)
Sale	06/11/2024	91282CFP1	(1,500,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	98.926	4.29%	1,483,886.72	9,928.28	1,493,815.00	(16,335.26)
Sale	06/12/2024	91282CFP1	(750,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	98.977	4.29%	742,324.22	5,051.23	747,375.45	(7,786.55)
Sale	06/27/2024	3135G0X24	(4,200,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 01/07/2025	98.069	1.69%	4,118,898.00	32,229.17	4,151,127.17	(90,758.01)
Sale	06/27/2024	91282CFP1	(1,000,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	99.070	4.29%	990,703.13	8,476.78	999,179.91	(9,440.04)
Sale	06/28/2024	91282CFP1	(1,250,000.00)	UNITED STATES TREASURY 4.25 10/15/2025	99.063	4.29%	1,238,281.25	10,741.12	1,249,022.37	(11,897.33)
Total Sale			**(22,180,000.00)**				**21,819,773.68**	**205,674.57**	**22,025,448.25**	**(370,381.98)**
TOTAL DISPOSITIONS			**(25,220,000.00)**				**24,859,773.68**	**205,674.57**	**25,065,448.25**	**(370,381.98)**

Agenda Item 5.11

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement with Consiliant Technologies, LLC for Software and Equipment Maintenance for Situational Awareness Cameras
Prepared by: Kevin Monaghan, Lieutenant of Investigations and Raelyn Miranda, Administrative Aide

EXECUTIVE SUMMARY:

The City Council will consider approving a new agreement with Consiliant Technologies, LLC for software and equipment maintenance related to situational awareness cameras.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Contractor Services Agreement with Consiliant Technologies, LLC for Software and Equipment Maintenance for Situational Awareness Cameras.

FINANCIAL IMPACT:

The cost of these services is included in the Fiscal Year 2024-25 budget.

DESCRIPTION:

For approximately the last six years, Dublin Police Services has relied on Consiliant Technologies, LLC to provide advanced technical support, maintenance, and upgrades on software and equipment related to their Hitachi situational awareness cameras.

While the Hitachi cameras are currently still in place, Staff have identified a newer camera technology that will provide some needed enhancements and efficiencies to public safety operations. Dublin Police Services seeks to engage Consiliant Technologies for a final contract term through June 2025 and a not-to-exceed cost of $67,591.52 to cover service on the Hitachi products while the new technology is procured and implemented.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Contractor Services Agreement with Consiliant Technologies, LLC for Software and Equipment Maintenance for Situational Awareness Cameras
2) Exhibit A to the Resolution - Contractor Services Agreement Between the City of Dublin and Consiliant Technologies, LLC for Software and Equipment Maintenance for Situational Awareness Cameras

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE CONTRACTOR SERVICES AGREEMENT WITH CONSILIANT TECHNOLOGIES, LLC FOR SOFTWARE AND EQUIPMENT MAINTENANCE FOR SITUATIONAL AWARENESS CAMERAS

WHEREAS, Dublin Police Service currently utilizes Consiliant Technologies, LLC to provide software technology support for situational awareness cameras, including archiving and real-time monitoring capabilities; and

WHEREAS, the current agreement with Consiliant Technologies, LLC has expired; and

WHEREAS, Dublin Police Services seeks to enter into a new agreement to receive technical support, maintenance, and upgrades related to the City's current camera technology, for a term ending June 30, 2025 and a not-to-exceed cost of $67,591.52.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Agreement with Consiliant Technologies, LLC attached hereto as **Exhibit A**.

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

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: 1797B482-0BB0-43EC-9959-97869B95235F

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND CONSILIANT TECHNOLOGIES, LLC**

THIS AGREEMENT for software and equipment maintenance and support for all situational cameras is made by and between the City of Dublin ("City") and Consiliant Technologies, LLC ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2024 (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, 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 the 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.

Section 2. COMPENSATION. City hereby agrees to pay Contractor as per the compensation schedule in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement for a not to exceed amount of $67,591.52. In the event of a conflict regarding the amount of compensation between this Agreement and Contractor's proposal, this 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. The Contractor shall submit all invoices to City in the manner specified herein.

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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:

- 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.

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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 **[Intentionally deleted].**

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.

Docusign Envelope ID: 1797B482-0BB0-43EC-9959-97869B95235F

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.

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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

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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

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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.

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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

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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

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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.

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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

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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.*

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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:

Consiliant Technologies, LLC
Attn: Dave Cerniglia
27 Mauchly St. 208
Irvine, CA 92618

Any written notice to City shall be sent to:

City of Dublin
Attn: Police Services
6361 Clark Avenue
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

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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

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The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

Linda Smith D'Ambrosio, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Consiliant Technologies, LLC

DocuSigned by:
Dave Cerniglia
DA3E955E830743D...

Dave Cerniglia, CEO

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EXHIBIT A

SCOPE OF SERVICES

Provide software and equipment maintenance and support for all situational cameras.

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Description of Product	Rates
SVC Mo Hitachi Video Management SW - Remote Support	$1,277.14
SVC Mo Hitachi Video Management SW - Remote Support	$4,020.43
SVC SmartCam 600 Weekday Basic Yr-B+ 1Mo	$12,384.00
SVC HVP SmartCam 4mm Weekday Basic Yr-B+ 1Mo	$4,644.00
VC SmartCam 600 Standard Yr-B+ 1Mo	$9,480.00
SVC HVP SmartCam 4mm Standard Yr-B+ 1Mo	$6,771.43
Other Software Support	$29,014.52
Total Cost for 12 months (7/1/2024 – 6/30/2025)	**$67,591.52**

Agenda Item 5.12

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to Legal Services Agreement with Redwood Public Law, LLP, and Appointment of Camilla Getz as Assistant City Attorney
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

Redwood Public Law, LLP, has requested that the City Council consider amending its legal services agreement with the City to increase the hourly rate for all attorney services rendered. In addition, pursuant to the legal services agreement, the City Attorney is proposing that the City Council appoint Redwood Public Law associate attorney Camilla Getz to serve as the Assistant City Attorney.

STAFF RECOMMENDATION:

Approve the First Amendment to the Agreement for Legal Services with Redwood Public Law, LLP and appoint Camilla Getz as the Assistant City Attorney.

FINANCIAL IMPACT:

The proposed amendment to the agreement for legal services would increase the hourly rates as follows:

General Legal Services	$325 per hour to $330 per hour
Labor and Employment Advice and Reimbursable Legal Services	Range $335-$490 per hour to $340 to $495 per hour

DESCRIPTION:

Amendment to Legal Services Agreement
The City of Dublin started contracting with Redwood Public Law, LLP on March 15, 2024, when the City Council approved the Agreement for Legal Services (Attachment 2).

Redwood Public Law requested that the City Council consider the following changes to the Legal Services Agreement:

General Legal Services	$325 per hour to $330 per hour
Labor and Employment Advice and Reimbursable Legal Services	Range $335-$490 per hour to $340 to $495 per hour

Attachment 1 is the proposed First Amendment to the Agreement for Legal Services.

The proposed amendment will take effective as of July 1, 2024.

Appointment of Assistant City Attorney

The Agreement for Legal Services provides that the City Attorney shall propose another Redwood Public Law attorney to serve as Assistant City Attorney, subject to his/her appointment by the City Council. Camilla Getz, a Redwood Public Law associate attorney, has been acting Assistant City Attorney since April 2023, after the departure of Assistant City Attorney Jordyn Bishop. The City Attorney is proposing that the City Council appoint Camilla Getz to serve as the Assistant City Attorney.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) First Amendment to Agreement for Legal Services with Redwood Public Law, LLP
2) Agreement for Legal Services with Redwood Public Law, LLP

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This First Amendment to Agreement for Legal Services is made and entered into as of August 20, 2024, and effective July 1, 2024, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY," and REDWOOD PUBLIC LAW, LLP, a California limited liability partnership, hereinafter referred to as "REDWOOD."

WITNESSETH

WHEREAS, CITY and REDWOOD are parties to an Agreement for Legal Services, dated and entered into as of March 5, 2024 (the "Agreement for Legal Services"); and

WHEREAS, it is the desire of the parties hereto to amend the Agreement for Legal Services.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the Agreement for Legal Services is amended as follows:

1. Amendment of Paragraph 4. Existing paragraph 4 is amended, to read as follows:

"4. Compensation.

City shall compensate ATTORNEY, through REDWOOD, in the amount of $330 per hour for all attorney services rendered, whether by ATTORNEY or by other attorneys associated with REDWOOD, and $175 per hour for all paralegal services rendered, with the following exceptions: litigation, for which ATTORNEY, through REDWOOD, shall be compensated at REDWOOD's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with REDWOOD; and cost recovery and labor and employment advice, for which ATTORNEY, through REDWOOD, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with REDWOOD:

Senior Principal	$495
Principal and Senior Of Counsel	$420
Senior Associate and Of Counsel	$365
Associate	$340
Paralegal	$175"

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for Legal Services the day and year set forth below.

CITY OF DUBLIN,
a Municipal Corporation

Dated: _____

By: _____
Michael McCorriston, Mayor

Attest:

_____
Marsha Moore, City Clerk

REDWOOD PUBLIC LAW, LLP

By: _____
John D. Bakker, Partner

Dated: _____

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AGREEMENT FOR LEGAL SERVICES

This Agreement, made and entered into as of March 5, 2024, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY" and REDWOOD PUBLIC LAW, LLP, a California limited liability partnership, hereinafter referred to as "REDWOOD."

WITNESSETH

WHEREAS, CITY and Meyers Nave, PLC, are parties to an *Amended and Restated Agreement for Legal Services*, dated and entered into as of September 1, 2018, as amended as of July 1, 2019, July 1, 2021, October 18, 2022, and September 19, 2023 (the "2018 Legal Services Agreement"), pursuant to which John Bakker serves as the City Attorney; and

WHEREAS, as of March 15, 2024, John D. Bakker will leave his employment at Meyers Nave, PLC and become a partner in the law firm of REDWOOD; and

WHEREAS, John D. Bakker desires to continue to serve as the City Attorney and REDWOOD is willing to contract with the City under the same terms as the 2018 Legal Services Agreement; and

WHEREAS, the purpose of this Agreement is to replicate 2018 Legal Services Agreement and have it serve as the legal services agreement between the CITY and REDWOOD; and

WHEREAS, it is the desire of the parties hereto to enter this Agreement and establish the terms and conditions for rendition of legal services to the CITY OF DUBLIN and the compensation therefore.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Appointment of City Attorney.

CITY hereby retains JOHN D. BAKKER, hereinafter referred to as "ATTORNEY," as City Attorney for the CITY OF DUBLIN and ATTORNEY agrees to faithfully represent the legal interests of CITY during the term of this Agreement. ATTORNEY shall propose another attorney of REDWOOD to serve as the Assistant City Attorney, subject to his or her appointment by the City Council.

2. ATTORNEY'S Services.

ATTORNEY shall provide, through his own services and those of such other attorneys of REDWOOD, as he shall determine, all legal services usually and normally provided by city attorneys, and specifically those duties and services described in Government Code Sections 41801, 41802, 41803 and 41803.5. Such services shall include, but not be limited to:

a. Attendance at City Council and Planning Commission meetings;

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b. A scheduled presence of the City Attorney or Assistant at City Offices ("Office Hours") as may be requested by the City Manager, not to exceed 14 hours per week;

c. Preparation of ordinances, resolutions, leases, contracts or other legal documents;

d. Preparation of all findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the City Council, boards, commissions or officers;

e. Rendering legal advice (both oral and written) to members of the City Council, commissions, boards, and to the City Manager, department heads and employees with respect to City matters;

f. Negotiating and/or rendering advice with respect to negotiations pertaining to City's contracts, leases and memoranda of understanding;

g. Representing City in litigation and/or arbitration or other judicial, administrative or quasi-judicial proceedings;

h. Furnishing legal services for assessment district or bond proceedings; and

i. Furnishing legal services for the redevelopment agency, parking authority or other agencies or entities which are not operated as an integral part of City, but which are or may be created by City as independent agencies.

3. Independent Contractor.

ATTORNEY shall provide legal services to CITY as an independent contractor, with control over his offices, hours, support staff and other matters except as provided herein.

4. Compensation.

City shall compensate ATTORNEY, through REDWOOD, in the amount of $325 per hour for all services rendered, whether by ATTORNEY or by other attorneys associated with REDWOOD, with the following exceptions: litigation, for which ATTORNEY, through REDWOOD, shall be compensated at REDWOOD's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with REDWOOD; and cost recovery and labor and employment advice, for which ATTORNEY, through REDWOOD, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with REDWOOD:

Senior Principal	$490
Principal and Senior Of Counsel	$415
Senior Associate and Of Counsel	$360
Associate	$335
Paralegal	$170

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REDWOOD will also be reimbursed for customary costs and disbursements, including deposition and witness fees, court costs, telephone, photocopying, facsimile charges, computer research on-line fees and messenger services. ATTORNEY, through REDWOOD, shall bill CITY at least on a monthly basis and CITY agrees to pay ATTORNEY within 30 days of such bill or statement.

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to retain counsel other than REDWOOD in particular matters.

5. No Assignment.

This Agreement is entered into by CITY and REDWOOD and, except as set forth herein, the rights and obligations of ATTORNEY may not be assigned or delegated to any other attorney of REDWOOD without express written consent of the City Council. This Agreement is not assignable.

6. Insurance

ATTORNEY agrees, through REDWOOD, to carry malpractice insurance in full force and effect during the term of this Agreement in an amount not less than $1,000,000 (one million dollars) per person and $2,000,000 (two million dollars) per occurrence.

7. Annual Review

Annually, and at such other intervals as the City Council deems appropriate, ATTORNEY and Council shall meet to review the performance of ATTORNEY and members or associates of his firm in furnishing the services provided hereunder, and to review the compensation provisions hereof. The parties may agree to changes or amendments hereto, including, but not limited to changes in compensation provisions, which changes or amendments shall be evidenced by written amendment hereto.

8. Term

This Agreement shall be terminable by CITY at will and by ATTORNEY upon 30 days' written notice.

9. Effective Date.

This Agreement shall be effective on March 15, 2024, with the date set forth above being for reference purposes only.

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IN WITNESS WHEREOF, the parties have executed this Agreement for Legal Services the day and year set forth below.

CITY OF DUBLIN
a Municipal Corporation

Dated: 3/12/2024

By DocuSigned by: Melissa Hernandez 97C94F7A46A8461...
Melissa Hernandez, Mayor

Attest:

DocuSigned by: Marnie Moore 9BB70815D22F40A...
City Clerk

REDWOOD PUBLIC LAW, LLP

Dated: 3/6/2024

By DocuSigned by: 0293423B250D428...
John D. Bakker, Partner

2878504.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfer
Prepared by: Darlynn Haas, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from July 1, 2024 – July 31, 2024, totaling $14,629,153.59

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period	July 1, 2024 – July 31, 2024
Total Number of Payments:	450
Total Amount of Payments:	$14,629,153.59

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning July 1, 2024, through July 31, 2024. 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 July 2024

City of Dublin
Payment Issuance Report

Print Date: 8/5/2024

Payments Dated 7/1/2024 through 7/31/2024

Date Issued	Payee	Description	Amount
7/1/2024	A4 PROMOTIONS & INCENTIVES	PCS - FACILITY RENTAL BOOKLET	3,769.15
7/1/2024	AASKA PATEL	REC CLASS INSTRUCTOR	2,613.00
7/1/2024	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	5,640.00
7/1/2024	AMY'S ENGRAVED SIGNS & AWARDS	NAME PLATE FOR CHAMBER	54.57
7/1/2024	ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	1,200.00
7/1/2024	AT&T - CALNET 3	SERVICE TO PSC 06/01/2024	111.81
7/1/2024	BEST VERSION MEDIA, LLC	EAST DUBLIN LIVING AD	408.30
7/1/2024	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 APR 2024	550.00
7/1/2024	BIG O'TIRES #7	POLICE VEHICLE REPAIRS & MAINTENANCE	244.57
7/1/2024	BLACKBRIDGE CONSULTING INC	SMALL BUSINESS NAVIGATOR CONSULTANT	1,939.70
7/1/2024	BPXPRESS	PLAN ROOM MANAGEMENT DURING BID PROCESS	377.55
7/1/2024	BPXPRESS	PLAN SET FOR INSPECTOR	202.30
7/1/2024	BRIGHTLY SOFTWARE, INC.	BRIGHTLY PREDICTOR SOFTWARE & IMPLEMENTATION JUN 2024	9,940.00
7/1/2024	CALEHS ATTN: JOE MOULTON	GENERATOR INSP. SVCS - JUN 2024	600.00
7/1/2024	CARBONIC SERVICE	THE WAVE POOL CHEMICALS	654.97
7/1/2024	CDW GOVERNMENT INC	VIDEO CONFERENCE EQUIPMENT - CONFERENCE ROOM	6,674.99
7/1/2024	CDW GOVERNMENT INC	DUBLIN CORP YARD CAMERA RPLCMNT 2	16,409.07
7/1/2024	CHRISTINE PETIT	REC CLASS INSTRUCTOR	518.40
7/1/2024	CIVICA LAW GROUP APC	SPECIAL LEGAL COUNSEL SERVICES JUN 2024	18,002.87
7/1/2024	COMCAST	INTERNET/CABLE SVC WAV, SNC, PSC - 6/11 TO 7/10/24	602.88
7/1/2024	CONSOR NORTH AMERICA, INC.	STRUCTURAL PEER REVIEW SERVICES MAY 2024	516.50
7/1/2024	COULSON & ASSOCIATES	ENGINEERING SERVICES - PLAN REVIEW FEB 2024	8,775.00
7/1/2024	COULSON & ASSOCIATES	ENGINEERING SERVICES - PLAN REVIEW MAR 2024	13,698.75
7/1/2024	COULSON & ASSOCIATES	ENGINEERING SERVICES - PLAN REVIEW APR 2024	10,237.50
7/1/2024	COVANTA ENVIRONMENTAL SOLUTIONS, LLC	POLICE DISPOSAL SERVICES	2,033.20
7/1/2024	CSW/STUBER-STROEH ENGINEERING GROUP,	ENGINEERING SERVICES - PLAN REVIEW SEPT 2023	750.00
7/1/2024	CSW/STUBER-STROEH ENGINEERING GROUP,	SURVEYING SERVICES MAR 2024	2,681.50
7/1/2024	CSW/STUBER-STROEH ENGINEERING GROUP,	GREEN STORMWATER INFRASTRUCTURE ENG SVCS APR 2024	699.75
7/1/2024	CSW/STUBER-STROEH ENGINEERING GROUP,	MARTIN CANYON CREEK AT SILVERGATE DR	1,890.00
7/1/2024	CSW/STUBER-STROEH ENGINEERING GROUP,	PLANNING & PRELIMINARY ENG VILLAGE PKWY MAR 2024	700.00
7/1/2024	DAHLIN GROUP INC	DESIGN SERVICES CIVIC CENTER RENOVATION MAR 2024	2,910.00
7/1/2024	DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES MAR 2024	3,740.00
7/1/2024	DAVID RIEGERT	SUMMER CONCERT SERIES 2024 ENTERTAINMENT	3,500.00
7/1/2024	DEPARTMENT OF JUSTICE ACCTNG OFFICE	LIVESCAN FEES - MAY 2024	433.00
7/1/2024	DOROTHY DEMONTEVERDE	REC CLASS INSTRUCTOR	812.00
7/1/2024	EAST BAY POOL SERVICE, INC.	POOL MAINTENANCE AT THE WAVE MAY 2024	5,290.95
7/1/2024	ENGEO INC	FALLON CROSSING GHAD PROFESSIONAL SERVICES APR 2024	5,294.50
7/1/2024	ENGEO INC	FALLON VILLAGE GHAD PROFESSIONAL SERVICES APR 2024	3,835.25
7/1/2024	ENGEO INC	SCHAEFER RANCH GHAD PROFESSIONAL SERVICES APR 2024	4,638.34
7/1/2024	FRANCHISE TAX BOARD	BILLING NO. CD-9243-65417	495.00
7/1/2024	GANNETT FLEMING, INC.	2023 SLURRY SEAL APR 2024	2,973.52
7/1/2024	GANNETT FLEMING, INC.	STAFF AUGMENTATION FOR STREETS CIPS APR 2024	62,881.50
7/1/2024	GANNETT FLEMING, INC.	IRON HORSE NATURE PARK AND OPEN SPACE APR 2024	14,193.06
7/1/2024	GEOCON CONSULTANTS, INC.	2023 SLURRY SEAL - MATERIALS AUG 2023	5,961.25
7/1/2024	GOODNESS VILLAGE	FY 23-24 HUMAN SERVICES GRANT	5,797.50
7/1/2024	GRAFIX SHOPPE	PATROL VEHICLE GRAPHIC KITS	140.00
7/1/2024	GROUP 4 ARCHITECTURE, RESEARCH +	DESIGN OF CULTURAL ARTS CENTER NOV 2023	22,598.05
7/1/2024	GROUP 4 ARCHITECTURE, RESEARCH +	WORKSPACE PLANNING STUDY	3,540.80
7/1/2024	GUIDEPOST SOLUTIONS, LLC	AV DESIGN & CA JAN 2024	2,417.50
7/1/2024	GUIDEPOST SOLUTIONS, LLC	AV DESIGN & CA FEB 2024	2,590.00
7/1/2024	GUIDEPOST SOLUTIONS, LLC	AV DESIGN & CA MAR 2024	7,932.50
7/1/2024	HALEY & ALDRICH, INC	STAFF AUGMENTATION OCT 2023	27,134.56
7/1/2024	HALEY & ALDRICH, INC	STAFF AUGMENTATION AUG 2023	15,964.37
7/1/2024	HALEY & ALDRICH, INC	STAFF AUGMENTATION SEPT 2023	12,712.83

7/1/2024	HALEY & ALDRICH, INC	STAFF AUGMENTATION NOV 2023	10,175.54
7/1/2024	HALEY & ALDRICH, INC	STAFF AUGMENTATION DEC 2023	6,075.33
7/1/2024	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES SUMMER CAMPS WEEK 3	1,650.00
7/1/2024	HD SUPPLY CONST & INDUSTRIAL	TOOLS AND EQUIPMENT FOR CIP SR. INSPECTOR	809.68
7/1/2024	HEATHER BARRIE TABOR	REC CLASS INSTRUCTOR	3,502.20
7/1/2024	JAY S. SIEGAN	SUMMER CONCERTS SERIES 2024 ENTERTAINMENT	3,500.00
7/1/2024	JOHN GARDENIER, JR.	FAMILY CAMPOUT ENTERTAINMENT	350.00
7/1/2024	JOSEPH THOMAS WASHINGTON II	PCS COMMISSION 06/17/24	50.00
7/1/2024	JOY LIU	FARMERS MARKET & CONCERT SERIES PHOTOGRAPHY	290.00
7/1/2024	LPA, INC.	LIBRARY CONCEPT DESIGN APR 2024	1,452.50
7/1/2024	LPA, INC.	LIBRARY CONCEPT DESIGN MAY 2024	1,581.00
7/1/2024	LSA ASSOCIATES INC.	SCHAEFER RANCH VILLAGE GHAD PROF SVCS APR 2024	3,572.04
7/1/2024	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN SVCS MAY 2024	677.71
7/1/2024	MATTHEW T GILLER	PCS COMMISSION 06/17/24	50.00
7/1/2024	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD APR 2024	16,901.70
7/1/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW SEPT 2023	26,286.10
7/1/2024	NANOGAN SCIENCE & SERVICES, LLC	REC CLASS INSTRUCTOR	2,430.00
7/1/2024	NEELAY BHATT	PCS TRAINING/KEY NOTE SPEAKER	2,000.00
7/1/2024	NICHOLS CONSULTING ENGINEERS, CHTD	DESIGN SVCS-IRON HORSE NATURE PARK MAY 2024	11,109.00
7/1/2024	ONE WORKPLACE L. FERRARI LLC	CIVIC 2ND FLOOR OFFICE FURNITURE MAY 2024	19,648.56
7/1/2024	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - PLAN REVIEW APR 2024	11,710.00
7/1/2024	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-DON BIDDLE COMM PARK APR 2024	1,680.00
7/1/2024	PAKPOUR CONSULTING GROUP, INC.	EXTR PAINTING CITY FACILITIES CONSTRUC MGM MAR 2024	4,200.00
7/1/2024	PAKPOUR CONSULTING GROUP, INC.	IHT BRIDGE PROJECT MANAGEMENT MAR 2024	5,880.00
7/1/2024	PAKPOUR CONSULTING GROUP, INC.	IHT BRIDGE PROJECT MANAGEMENT APR 2024	7,560.00
7/1/2024	PG&E	B1 IRRIG 2979 THREE CASTLES 05/28/2024	24.94
7/1/2024	PG&E	B10S SERVICE TO CIVIC CENTER 05/14/2024	4,101.23
7/1/2024	PG&E	SERVICE TO CORP YARD 05/30/2024	3,009.06
7/1/2024	PG&E	SERVICE TO SHANNON CENTER 05/30/2024	121.90
7/1/2024	PG&E	SERVICE TO SCH RNCH PARK 05/29/2024	299.16
7/1/2024	PG&E	B1 SERVICE TO PASSATEMPO 05/23/2024	74.96
7/1/2024	PG&E	B1 SERVICE TO SEAN DIAMOND 05/28/2024	188.05
7/1/2024	PG&E	B1 SERVICE TO POSITANO IRRIG 05/30/2024	157.06
7/1/2024	PG&E	SERVICE TO ART LIGHTING AVB 05/23/2024	256.03
7/1/2024	PG&E	TC1 SERVICE TO 6644 FALLON 05/24/2024	86.60
7/1/2024	PG&E	TC1 SERVICE TO 6544 FALLON 05/24/2024	99.99
7/1/2024	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 06/03/2024	259.80
7/1/2024	PG&E	TC1 SERVICE TO AVB 05/29/2024	87.09
7/1/2024	PG&E	TC1 SERVICE TO POSITANO 05/31/2024	403.64
7/1/2024	PG&E	LS2-A SERVICE TO AVB 05/31/2024	1,873.14
7/1/2024	PG&E	SERVICE TO HCP 05/29/2024	2,842.69
7/1/2024	PG&E	SERVICE TO FS16 05/12/2024	662.64
7/1/2024	PG&E	SERVICE TO HPM 05/29/2024	505.07
7/1/2024	PHOENIX GROUP INFO SYS.	DPS PARKING CITATIONS COLLECTED	225.00
7/1/2024	PLEASANTON EVENT RENTALS INC	LINEN CLEANING FOR PCS RENTALS PROGRAM	572.39
7/1/2024	PRIME TIME ENTERTAINMENT	SOUND SERVICES FOR SPECIAL EVENTS	3,300.00
7/1/2024	PRISCILLA A BARTON	REC CLASS INSTRUCTOR	315.00
7/1/2024	PRO CYCLES LLC	POLICE VEHICLE REPAIRS & MAINTENANCE	1,455.28
7/1/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CORP YARD JUN 2024	49.71
7/1/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES PSC JUN 2024	50.36
7/1/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CIVIC JUN 2024	89.69
7/1/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES WAVE JUN 2024	78.55
7/1/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SENIOR JUN 2024	77.45
7/1/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SHANNON JUN 2024	73.30
7/1/2024	R. YOUNAN LLC	REC CLASS INSTRUCTOR	1,255.80
7/1/2024	RACHEAL MATHENY	PCS COMMISSION 06/17/24	50.00

7/1/2024	REDWOOD TOXICOLOGY LAB. INC.	DPS - TOXICOLOGY SERVICES	374.00
7/1/2024	RICHARD THORNBURY	PCS COMMISSION 06/17/24	50.00
7/1/2024	ROBERT HALF	TEMP EMPLOYEE FOR FINANCE DEPARTMENT -MAY/JUNE	13,575.47
7/1/2024	ROBIN SANDY CRANFORD	REC CLASS INSTRUCTOR	1,445.40
7/1/2024	SNG & ASSOCIATES INC.	ENGINEERING SERVICES - PLAN REVIEW APR 2024	8,480.00
7/1/2024	SPECIAL EVENTS	PCS EVENT TENTING AND EQUIPMENT RENTAL	6,158.62
7/1/2024	SQUAD SPORTS INC.	REC CLASS INSTRUCTOR	5,879.40
7/1/2024	STRATEGIC ECONOMICS INC.	CONSULTANT FOR UPDATE OF ED STRATEGY & GP ELEMENT	12,677.42
7/1/2024	STUDIO BLUE REPROGRAPHICS	PRINT SET PLANS DURING BID PERIOD	67.36
7/1/2024	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK CONSTRUCTION AGREEMENT	360,383.45
7/1/2024	SYED SAMEER SHABIR HAKIM	PCS COMMISSION 06/17/24	50.00
7/1/2024	TAYLOR'S LEATHERWEAR, INC	DPS MOTOR LEATHER JACKETS	1,377.00
7/1/2024	THE SOURCING GROUP, LLC	PCS DEPARTMENT APPAREL - UNIFORMS 23/24	2,047.34
7/1/2024	TREASURER ALAMEDA COUNTY	DPS PARKING CITATIONS COLLECTED	1,450.00
7/1/2024	TREASURER ALAMEDA COUNTY GENERAL	FUEL MAY 2024	20,881.68
7/1/2024	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS	1,590.25
7/1/2024	VIDYA PILLAI	REC CLASS INSTRUCTOR	5,707.20
7/1/2024	WARREN PAYLADO	REC CLASS INSTRUCTOR	1,936.80
7/1/2024	WORKFORCE INTEGRITY & TRAINING	IRON HORSE NATURE PARK - CWA ADMIN	996.78
7/1/2024	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	6,434.40
7/1/2024	YUET TAK TSOI	ILLUMEO PREMIUM COURSES REIMBURSEMENT	254.15
		Payments Issued 7/1/2024 Total:	**947,886.47**
7/3/2024	CORONA-ELY RANCH INC	EDEN HOUSING REGIONAL STREET PROJECT	1,000,000.00
		Payments Issued 7/3/2024 Total:	**1,000,000.00**
7/5/2024	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 6/28/24	29,949.33
7/5/2024	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 6/28/24	101,739.01
7/5/2024	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK PP#4	82,658.55
7/5/2024	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK PP#5&6	466,266.65
		Payments Issued 7/5/2024 Total:	**680,613.54**
7/8/2024	54 ELECTRIC	WAVE SPEAKERS, AMP REPLACE, REWIRE AND TRAINING	7,000.00
7/8/2024	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	284.96
7/8/2024	A4 PROMOTIONS & INCENTIVES	SIGNS FOR HERITAGE PARK PIONEER CEMETERY	146.25
7/8/2024	ABDALIAN PIANO SERVICE	PIANO TUNING FOR SHANNON COMMUNITY CENTER	230.00
7/8/2024	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	780.00
7/8/2024	ADVANCED INTEGRATED PEST MANAGEMENT	PEST MANAGEMENT JUN 2024	7,578.80
7/8/2024	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	20,772.00
7/8/2024	ALAMEDA CO SHERIFF'S OFFICE	DPS VICTIMS BILL OF RIGHTS CARDS	52.46
7/8/2024	ALAMEDA CO SHERIFF'S OFFICE	BUSINESS CARDS	46.02
7/8/2024	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	KKIQ WAVE RADIO ADVERTISEMENT	5,900.00
7/8/2024	AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS - MAY 2024	38,452.28
7/8/2024	AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS JUN 2024	32,064.58
7/8/2024	AT&T - CALNET 3	SERVICE TO SHANNON 06/12/2024	112.60
7/8/2024	AT&T - CALNET 3	SERVICE TO SR ALARM 06/12/2024	198.54
7/8/2024	AT&T - CALNET 3	SERVICE TO CIVIC 06/12/2024	111.70
7/8/2024	AT&T - CALNET 3	SERVICE TO LIBRARY 911 06/14/2024	29.12
7/8/2024	AT&T - CALNET 3	SERVICE TO CY 06/14/2024	56.69
7/8/2024	AT&T - CALNET 3	SERVICE TO CY FAX 6/14/2024	29.12
7/8/2024	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 06/14/2024	56.69
7/8/2024	AT&T - CALNET 3	SERVICE TO FSP FAX 06/14/2024	56.69
7/8/2024	AT&T - CALNET 3	SERVICE TO FS18 06/14/2024	84.25
7/8/2024	AT&T - CALNET 3	SERVICE TO CY 614/2024	234.12
7/8/2024	AT&T - CALNET 3	SERVICE TO BLDG INSP 6/14/2024	29.12
7/8/2024	AT&T - CALNET 3	SERVICE TO ELEVATOR 06/14/2024	111.81

7/8/2024	AT&T - CALNET 3	HERITAGE CENTER BACKUP 06/06/2024	61.76
7/8/2024	AT&T - CALNET 3	HERITAGE 9391018979 06/14/2024	29.12
7/8/2024	AT&T - CALNET 3	SHANNON CENTER ALARM 9391063350 06/12/2024	111.81
7/8/2024	AT&T - CALNET 3	SHANNON CENTER ALARM 9391063350 06/12/2024	29.12
7/8/2024	BAY ALARM COMPANY	ALARM SERVICES WAVE SNACK BAR MAY 2024	11.86
7/8/2024	BAY ALARM COMPANY	ALARM SERVICES SENIOR SERVICE CALL NOV 2023	215.00
7/8/2024	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES JUN 2024	3,585.44
7/8/2024	BRICKS 4 KIDZ	REC CLASS INSTRUCTOR	1,980.00
7/8/2024	BRIDGE WIRELESS	PCS WAVE TWO WAY RADIOS	4,686.93
7/8/2024	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	6,251.00
7/8/2024	CARBONIC SERVICE	THE WAVE POOL CHEMICALS	350.24
7/8/2024	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES MAY 2024	13,960.94
7/8/2024	CITY OF LIVERMORE	TRI-VALLEY CITIES COUNCIL DINNER MEETING	560.00
7/8/2024	CIVICA LAW GROUP APC	SPECIAL COUNSEL LEGAL SERVICES	8,854.75
7/8/2024	CODE FOR FUN	REC CLASS INSTRUCTOR	1,995.00
7/8/2024	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION AND CLASSIFICATION FEE	438.75
7/8/2024	DSRSD	SERVICE TO 6/30/24	13,587.29
7/8/2024	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GAS BILL JAN2024	521.82
7/8/2024	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM - WATER BILL - FEB-MAR 2024	145.04
7/8/2024	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER JUNIOR WARRIORS CUSTODIAL JAN-MAR 2024	14,539.35
7/8/2024	DUBLIN UNIFIED SCHOOL DISTRICT	RENTAL FEES FOR AFTER SCHOOL PROGRAM JAN-MAY 2024	21,565.00
7/8/2024	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER WATER BILL - APR-MAY 2024	539.41
7/8/2024	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER UTILITY BILL - JAN-MAR 2024	2,976.15
7/8/2024	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER UTILITY BILL - APR 2024	467.79
7/8/2024	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER UTILITY BILL - MAY 2024	235.27
7/8/2024	EAST BAY POOL SERVICE, INC.	ROUTINE POOL MAINTENANCE AT THE WAVE	22,559.37
7/8/2024	ECS IMAGING INC.	LASERFICHE ANNUAL MAINT. & SUPPORT 6/22/24-6/21/25	34,145.30
7/8/2024	ENTERPRISE RENT A CAR EAN SERVICES, LLC	DPS RENTAL CARS FOR SIU	2,382.36
7/8/2024	EOA, INC.	EVIRON & SUS DIVISION PLAN REVIEW MAR 2024	1,890.00
7/8/2024	EVERPRO KIDS	REC CLASS INSTRUCTOR	2,988.00
7/8/2024	GOODFELLOW SEQUOIA AJV	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD PROJ	228,617.50
7/8/2024	GRAINGER	WATERPARK SUPPLIES	1,980.24
7/8/2024	GUIDA	SURVEYING SVCS R/W ACQUISITION IRONHRSE TRL JAN 2024	17,848.54
7/8/2024	GUIDA	SURVEYING SVCS R/W ACQUISITION IRONHRSE TRL FEB 2024	3,966.74
7/8/2024	GUIDA	SURVEYING SVCS R/W ACQUISITION IRONHRSE TRL MAR 2024	10,494.96
7/8/2024	GUIDEPOST SOLUTIONS, LLC	CULTURAL ARTS DRAWING REVIEW DEC 2023	5,735.00
7/8/2024	GURUS EDUCATION EAST BAY	REC CLASS INSTRUCTOR	2,160.00
7/8/2024	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES SUMMER CAMPS WEEK 4	1,800.00
7/8/2024	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 6/28/24	3,636.35
7/8/2024	I C M A 401 PLAN	DEFERRED COMP 401A: PE 6/28/24	1,264.76
7/8/2024	I C M A 457 PLAN	DEFERRED COMP 457: PE 6/28/24	32,861.28
7/8/2024	JCJCJ, INC	ADOPT A BENCH PROGRAM DEDICATION PLAQUE	245.50
7/8/2024	KENYATTA ALI	REC CLASS INSTRUCTOR	420.00
7/8/2024	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	3,744.00
7/8/2024	KNORR SYSTEMS, INC.	WAVE CHEMICAL TANK	18,953.46
7/8/2024	KNORR SYSTEMS, INC.	INDOOR POOL HEATER REPAIR	25,055.07
7/8/2024	LIVERMORE-PLEASANTON UMPIRES	OFFICIATING SERVICES FOR PCS SPORTS PROGRAMS	4,005.00
7/8/2024	LOGOBOSS	VETERANS ART FLAGS	1,673.26
7/8/2024	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES - JUN 2024	3,450.00
7/8/2024	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	1,950.00
7/8/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW APR 2024	11,893.97
7/8/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW AUG 2023	23,490.71
7/8/2024	NANOGAN SCIENCE & SERVICES, LLC	REC CLASS INSTRUCTOR	11,490.00
7/8/2024	NETFILE INC.	ANNUAL SUBSCRIPTION FOR CAMPAIGN & E-FILING SYSTEM	6,000.00
7/8/2024	NICOLE WANZENRIED	MILEAGE REIMBURSEMENT - JUN 2024	71.96
7/8/2024	ON THE VINE CATERING	MAYORS FAREWELL RECEPTION	1,572.83

7/8/2024	ON THE VINE CATERING	ALAMEDA COUNTY MAYOR'S CONFERENCE-DUBLIN HOST	2,890.51
7/8/2024	PG&E	IRRIGATION SERVICE TO 05/31/2024	405.24
7/8/2024	PG&E	A6 SERVICE TO FS17 06/05/2024	122.12
7/8/2024	PG&E	TC1 SERVICE TO DB 06/05/2024	207.23
7/8/2024	PG&E	SERVICE TO WAVE 06/05/2024	28,538.83
7/8/2024	PG&E	B6 SERVICE TO LIBRARY 05/30/2024	22,324.51
7/8/2024	PLEASANTON EVENT RENTALS INC	LINEN CLEANING FOR PCS RENTALS PROGRAM	391.41
7/8/2024	PRIME TIME ENTERTAINMENT	SOUND SERVICES FOR SPECIAL EVENTS	1,650.00
7/8/2024	PRISCILLA A BARTON	REC CLASS INSTRUCTOR	720.00
7/8/2024	ROBERT FERGUSON ROB'S SKATE ACADEMY	REC CLASS INSTRUCTOR	2,295.00
7/8/2024	ROBERT HALF	TEMP EMPLOYEE FOR FINANCE DEPARTMENT JUNE 17-21	3,036.00
7/8/2024	RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK & INSPECTIONS	9,481.75
7/8/2024	SCP DISTRIBUTORS LLC	WAVE MAINTENANCE SUPPLIES	653.30
7/8/2024	SHADEUSA	WATERPARK UMBRELLAS	2,478.41
7/8/2024	SHALINI REDDY	MILEAGE REIMBURSEMENT - JUN 2024	34.04
7/8/2024	SISTER CITIES INTERNATIONAL	FY 24-25 MEMBERSHIP DUES	810.00
7/8/2024	SMITH ART CONSERVATION	ON-CALL PUBLIC ART MAINTENANCE AND CONSERVATION	5,400.00
7/8/2024	SQUAD SPORTS INC.	REC CLASS INSTRUCTOR	7,485.45
7/8/2024	STRAWN CONSTRUCTION, INC.	CULTURAL ARTS REMODEL & CIVIC CTR IMPROV	624,114.57
7/8/2024	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK CONSTRUCTION AGREEMENT	1,453,905.16
7/8/2024	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN APR 2024	3,946.25
7/8/2024	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER FEB 2024	74,020.25
7/8/2024	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER APR 2024	73,306.00
7/8/2024	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER JAN 2024	54,528.00
7/8/2024	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER MAY 2024	95,044.00
7/8/2024	TOMMY COOK	MILEAGE REIMBURSEMENT - JUN 2024	51.39
7/8/2024	TREASURER ALAMEDA COUNTY	DUBLIN POLICE SERVICES FY2023 DISPATCH	59,982.67
7/8/2024	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM MTGS	1,691.90
7/8/2024	TYLER TECHNOLOGIES, INC.	ERP SOFTWARE IMPLEMENTATION	4,900.00
7/8/2024	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT JUN 2024	59,285.65
7/8/2024	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS	2,687.52
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING CIVIC JUN 2024	616.67
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET CLEANING SHANNON JUN 2024	1,413.42
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET CLEANING PSC JUN 2024	752.00
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CARPET CLEANING WAVE JUN 2024	1,030.75
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING LIBRARY JUN 2024	763.00
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW CLEANING SHANNON JUN 2024	1,199.00
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW CLEANING WAVE JUN 2024	1,744.00
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW CLEANING PSC JUN 2024	1,101.00
7/8/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING CORP YARD JUN 2024	109.00
7/8/2024	US BANK - PARS	PARS: PE 6/28/24	9,863.33
7/8/2024	VANESSA MEDVE	REC CLASS INSTRUCTOR	9,142.68
7/8/2024	VERTIGIS	ANNUAL GEOCORTEX GIS MAINTENANCE SOFTWARE	6,497.00
7/8/2024	WARREN PAYLADO	REC CLASS INSTRUCTOR	3,550.80
7/8/2024	WEE HOOP, INC.	REC CLASS INSTRUCTOR	2,958.00
7/8/2024	WESTCOAST PASSION SPORTS FEDERATION	RENTAL CANCELLATION REFUND	1,545.00
7/8/2024	WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	3,838.80
		Payments Issued 7/8/2024 Total:	**3,342,974.41**
7/10/2024	CAL PERS	PERS RETIREMENT PLAN: PE 6/28/24	108,219.40
7/10/2024	CAL PERS HEALTH PREMIUM	HEALTH INSURANCE PREMIUM - JUL 2024	176,578.12
		Payments Issued 7/10/2024 Total:	**284,797.52**
7/12/2024	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - JUN 2024	11,777.70
		Payments Issued 7/12/2024 Total:	**11,777.70**

7/15/2024	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	62.32
7/15/2024	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	840.00
7/15/2024	AIMEE DACUMOS	WELLREIMB JAN-JUN-24	150.00
7/15/2024	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	756.00
7/15/2024	ALAMEDA CO SHERIFF'S OFFICE	BUSINESS CARDS	46.02
7/15/2024	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES	983.52
7/15/2024	ALLISON SCHUSTER	WELLREIMB JAN-JUN-24	150.00
7/15/2024	AMY L. JONES	REC CLASS INSTRUCTOR	316.80
7/15/2024	ANASTASIA NELSON	WELLREIMB JAN-JUN-24	150.00
7/15/2024	ANCHOR ENGINEERING, INC.	CM/INSPECTION FOR CIVIC RENOVAT. JAN 2024	6,747.64
7/15/2024	ANCHOR ENGINEERING, INC.	STAFF AUGMENTATION JUN 2024	10,000.00
7/15/2024	ANTHONY CALVO	WELLREIMB JAN-JUN-24	150.00
7/15/2024	AT&T - CALNET 3	SERVICE TO FS2-3 06/26/2024	341.24
7/15/2024	AT&T - CALNET 3	SERVICE TO SHANNON FAX 6/27/2024	29.12
7/15/2024	AT&T - CALNET 3	SERVICE TO FS16 06/27/2024	56.69
7/15/2024	AT&T - CALNET 3	SERVICE TO CIVIC 6/27/2024	29.12
7/15/2024	AT&T - CALNET 3	CLARK AVE 6/27/2024	29.12
7/15/2024	BAY ALARM COMPANY	ALARM SERVICES HERITAGE MAY 2023	133.20
7/15/2024	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 MAY 2024	3,212.50
7/15/2024	BRADLEY OLSON	WELLREIMB JAN-JUN-24	150.00
7/15/2024	BRIDGET AMAYA	WELLREIMB JAN-JUN-24	150.00
7/15/2024	BRINKS, INC.	ARMORED CAR SERVICE JUL 2024	313.93
7/15/2024	BSK ASSOCIATES INC.	TESTING/INSP FALLON SPORTS PARK PH3 MAY 2024	1,380.75
7/15/2024	C. OVERAA & CO.	CIVIC CENTER 2ND FLOOR RENOVATION	67,987.24
7/15/2024	CALED	CALED ACE RECERTIFICATION DUES	150.00
7/15/2024	CALIFORNIA WOOD RECYCLING,INC	SB 1383 COMPOST PROCUREMENT MAY 2024	38,438.66
7/15/2024	CARLOS MOYA	WELLREIMB JAN-JUN-24	150.00
7/15/2024	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE APR 2024	21,892.96
7/15/2024	CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE MAY 2024	27,765.54
7/15/2024	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	1,077.60
7/15/2024	CATHY WELLS	WELLREIMB JAN-JUN-24	58.00
7/15/2024	CDW GOVERNMENT INC	MICROSOFT RENEWAL 2024	826.41
7/15/2024	CDW GOVERNMENT INC	IPHONE OTTERBOX DEFENDER CASE	117.28
7/15/2024	CDW GOVERNMENT INC	POWER ADAPTERS	588.69
7/15/2024	CDW GOVERNMENT INC	AZURE CLOUD BACKUP-NOV 2023	1,169.16
7/15/2024	CDW GOVERNMENT INC	AZURE CLOUD BACKUP-DEC 2023	1,187.59
7/15/2024	CHRISTAIN KNIGHT	WELLREIMB JAN-JUN-24	150.00
7/15/2024	CIERRA L. FABRIGAS	WELLREIMB JAN-JUN-24	150.00
7/15/2024	CIVICWELL	CIVICSPARK FELLOW APR-JUN 2024	7,750.00
7/15/2024	CONSOLIDATED ENGINEERING	CAC SPECIAL INSPECT & TESTING MAY 2024	2,914.92
7/15/2024	COSTAR REALTY INFORMATION INC.	COSTAR SUITE 7/1/24-6/30/25	9,388.20
7/15/2024	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE APR 2024	190.00
7/15/2024	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE FEB 2024	1,425.00
7/15/2024	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE MAR 2024	95.00
7/15/2024	CRYSTAL DE CASTRO	WELLREIMB JAN-JUN-24	116.00
7/15/2024	CVPKG, INC	DPS NARCAN CASES	1,295.00
7/15/2024	DAHLIN GROUP INC	DESIGN SERVICES CIVIC CENTER RENOVATION DEC 2023	825.13
7/15/2024	DANIELLE MUTHER	WELLREIMB JAN-JUN-24	150.00
7/15/2024	DARLYNN HAAS	WELLREIMB JAN-JUN-24	150.00
7/15/2024	DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES MAY 2024	3,740.00
7/15/2024	DEBBIE BELL	WELLREIMB JAN-JUN-24	150.00
7/15/2024	EAST BAY REGIONAL PARK DIST	EAST BAY REGIONAL PARKS TRAIL MAINT. 2024	42,452.42
7/15/2024	ECONOMIC & PLANNING SYSTEMS, INC.	INCLUSIONARY ZONING AND IN-LIEU FEE FEASIBILITY	1,925.00
7/15/2024	ELISABETH HOGUE	WELLREIMB JAN-JUN-24	150.00
7/15/2024	EMERGENT DEVICES INC	DPA NARCAN FOR OFFICERS	6,548.85
7/15/2024	EOA, INC.	STORMWATER NPDES IMPLEMENTATION ASSIST MAR 2024	2,741.25

7/15/2024	ERIKA SPOON	WELLREIMB JAN-JUN-24	150.00
7/15/2024	FELICIA ESCOVER	WELLREIMB JAN-JUN-24	150.00
7/15/2024	GANNETT FLEMING, INC.	CM/PM SERVICES FOR WALLIS RANCH PARK APR 2024	23,629.44
7/15/2024	GASPARE ANNIBALE	WELLREIMB JAN-JUN-24	43.49
7/15/2024	GREGORY SHREEVE	WELLREIMB JAN-JUN-24	150.00
7/15/2024	HALEY & ALDRICH, INC	STAFF AUGMENTATION MAY 2024	4,359.08
7/15/2024	HALEY & ALDRICH, INC	STAFF AUGMENTATION JUN 2024	3,881.25
7/15/2024	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES 2024 FARMERS MARKET AND	2,850.00
7/15/2024	HAZEL WETHERFORD	WELLREIMB JAN-JUN-24	150.00
7/15/2024	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT APR 2024	10,201.62
7/15/2024	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT FEB 2024	4,826.25
7/15/2024	HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE AGREEMENT AMENDMENT MAY 2024	10,310.00
7/15/2024	IRON MOUNTAIN	POLICE RECORDS STORAGE	372.67
7/15/2024	ITERIS, INC.	VIDEO DETECTION CAMERAS APR 2024	22,233.57
7/15/2024	JACQUI HATZIKOKOLAKIS	WELLREIMB JAN-JUN-24	150.00
7/15/2024	JANICE SPULLER	WELLREIMB JAN-JUN-24	117.73
7/15/2024	JAY S. SIEGAN	SUMMER CONCERT SERIES 2024 ENTERTAINMENT	4,000.00
7/15/2024	JENNIFER LI MARZI	WELLREIMB JAN-JUN-24	150.00
7/15/2024	JENNIFER MENDEZ	WELLREIMB JAN-JUN-24	150.00
7/15/2024	JORDAN FOSS	WELLREIMB JAN-JUN-24	150.00
7/15/2024	JULIUS PICKNEY	WELLREIMB JAN-JUN-24	150.00
7/15/2024	JUSTIN CHUCK	2024 DON BIDDLE SCHOLARSHIP	1,000.00
7/15/2024	KIM BONATO	WELLREIMB JAN-JUN-24	143.94
7/15/2024	KIRA EVERS	WELLREIMB JAN-JUN-24	150.00
7/15/2024	LANLOGIC INC.	ON DEMAND, ON-SITE & REMOTE IT ENGINEERING SUPPORT	1,687.50
7/15/2024	LAUREN MARRIOTT	WELLREIMB JAN-JUN-24	150.00
7/15/2024	LAURIE RITH-CHAN	WELLREIMB JAN-JUN-24	96.98
7/15/2024	LAURIE SUCGANG	WELLREIMB JAN-JUN-24	150.00
7/15/2024	LOVE NEVER FAILS	FY 23-24 HUMAN SERVICES GRANT	7,295.00
7/15/2024	LUIS RODRIGUEZ	WELLREIMB JAN-JUN-24	100.00
7/15/2024	MARISSA CLEVENGER	WELLREIMB JAN-JUN-24	150.00
7/15/2024	MARSHA MOORE	WELLREIMB JAN-JUN-24	150.00
7/15/2024	MATRIX CONSULTING GROUP, LTD	USER FEE STUDY CONSULTING FEE	9,200.00
7/15/2024	MEAGAN C. HANNA	WELLREIMB JAN-JUN-24	150.00
7/15/2024	MICHAEL MCCORRISTON	BUSINESS MEETING PARKING REIMBURSEMENT	25.00
7/15/2024	MICHAEL MCCORRISTON	MAYOR'S CONFERENCE EXPENSE REIMBURSEMENT	18.69
7/15/2024	MICHELLE SUNG	WELLREIMB JAN-JUN-24	150.00
7/15/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW OCT 2023	16,592.25
7/15/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW DEC 2023	25,068.68
7/15/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW JAN 2024	28,044.48
7/15/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW FEB 2024	28,314.97
7/15/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW MAR 2024	24,888.32
7/15/2024	MNS ENGINEERS, INC.	ENGINEERING SERVICES - PLAN REVIEW APR 2024	7,214.00
7/15/2024	MONETTE AU	WELLREIMB JAN-JUN-24	150.00
7/15/2024	NEXTREQUEST LLC	FOIA WORKFLOW PLATFORM - STANDARD 7/24-6/25	10,196.30
7/15/2024	NEXUS HOLDING,LLC	CIVIC COUNCIL CHAMBER DOORS REPLACE	14,827.58
7/15/2024	NICOLE WANZENRIED	WELLREIMB JAN-JUN-24	150.00
7/15/2024	NORMAN VALES	WELLREIMB JAN-JUN-24	150.00
7/15/2024	OLIVER CASTILLO	MILEAGE REIMBURSEMENT JUN 2024	118.05
7/15/2024	OLIVER CASTILLO	TRAVEL REIMBURSEMENT JUN 2024	848.02
7/15/2024	OLIVER CASTILLO	WELLREIMB JAN-JUN-24	150.00
7/15/2024	OPEN HEART KITCHEN	HUMAN SERVICES FY 2023-24	7,186.75
7/15/2024	PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERV. MAY 2024	4,536.61
7/15/2024	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCT MGMT-FALLON SPORTS PRK PH3 APR 2024	6,915.00
7/15/2024	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCT MGMT-FALLON SPORTS PRK PH3 MAY 2024	1,755.00
7/15/2024	PARKWAY BODY SHOP	POLICE VEHICLE REPAIRS & MAINTENANCE	10,387.41

7/15/2024	PAUL COTRUVO	SUMMER CONCERT SERIES 2024 ENTERTAINMENT	2,000.00
7/15/2024	PG&E	6196 HORIZON PKWY M DONBIDDLE 06/13/2024	1,098.51
7/15/2024	PG&E	6020 DUBLIN BLVD 1010865440 06/12/2024	22.68
7/15/2024	PG&E	B6 SERVICE TO FSP 06/05/2024	5,796.13
7/15/2024	PG&E	B10S SERVICE TO EGP 6/10/2024	4,141.27
7/15/2024	PG&E	VAR PARK IRRIGATION 06/06/2024	3,381.41
7/15/2024	PG&E	B6 SERVICE TO BRAY CMMN 06/10/2024	104.74
7/15/2024	PG&E	B1 SERVICE TO DEVANY 06/10/2024	5.92
7/15/2024	PG&E	TC1 SERVICE TO TASSAJARA 06/08/2024	137.24
7/15/2024	PG&E	SERVICE TO VARIOUS TC 05/13/2024	10,357.06
7/15/2024	PG&E	TC1 SERVICE TO FALLON 6/11/2024	144.76
7/15/2024	PG&E	B1 SERVICE TO VARIOUS 1997-1 06/10/2024	56.16
7/15/2024	PG&E	LS2-A SERVICE TO ARN & MART 06/13/2024	104.27
7/15/2024	PG&E	LS2-A SERVICE TO CENTRAL 06/13/2024	4.88
7/15/2024	PG&E	SERVICE TO SR CTR 06/11/2024	245.15
7/15/2024	PG&E	SERVICE TO PSC 06/13/2024	4,631.60
7/15/2024	PG&E	A6 SERVICE TO FS18 06/10/2024	183.42
7/15/2024	PLEASANTON VIP SENIOR CLUB	SENIOR CENTER TRIPS & TOURS PROGRAM	1,720.00
7/15/2024	PRATYUSH BHATIA	WELLREIMB JAN-JUN-24	150.00
7/15/2024	QUADIENT, INC. DEPT 3689	POSTAGE MACHINE LEASE	99.06
7/15/2024	RHONDA FRANKLIN	WELLREIMB JAN-JUN-24	150.00
7/15/2024	ROEL BLANCO	WELLREIMB JAN-JUN-24	150.00
7/15/2024	ROSEMARY ALEX	WELLREIMB JAN-JUN-24	150.00
7/15/2024	RYAN MORAN	WELLREIMB JAN-JUN-24	150.00
7/15/2024	SANDRA CAIRES	WELLREIMB JAN-JUN-24	150.00
7/15/2024	SARAH MONNASTES	WELLREIMB JAN-JUN-24	150.00
7/15/2024	SELECT IMAGING	TRASH CAN LID DECALS JUN 2024	1,323.02
7/15/2024	SELECT IMAGING	NAME PLATE	104.88
7/15/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	OFFICE SUPPLIES - TONER	16.54
7/15/2024	SHARLENE JACKMAN	WELLREIMB JAN-JUN-24	150.00
7/15/2024	SPECIAL EVENTS	TENTING AND EQUIPMENT RENTAL - PCS EVENTS	2,144.75
7/15/2024	STORM WATER INSPECTION & MAINTENANCE	TRASH CAPTURE DEVICE MAINTENANCE MAY 2024	21,000.00
7/15/2024	SUNFLOWER HILL	FY 23-24 HUMAN SERVICES GRANT	15,795.00
7/15/2024	SUNMI SONG	WELLREIMB JAN-JUN-24	137.94
7/15/2024	SWANK MOTION PICTURES INC	SHREK 2 MOVIE NIGHT RENTAL	730.00
7/15/2024	SWANK MOTION PICTURES INC	STRANGE WORLD MOVIE NIGHT RENTAL	750.00
7/15/2024	SWANK MOTION PICTURES INC	SING 2 MOVIE NIGHT RENTAL	750.00
7/15/2024	SWANK MOTION PICTURES INC	PICNIC FLIX ELEMENTAL MOVIE NIGHT RENTAL	750.00
7/15/2024	THE ECOHERO SHOW, LLC.	SCHOOL ASSEMBLIES-WASTER EDUCT RECYCLE MAY 2024	900.00
7/15/2024	THE SOURCING GROUP, LLC	GIVEAWAYS FOR SENIOR VOLUNTEER RECOGNITION EVENT	1,156.81
7/15/2024	TIMOTHY DANA BOWEN	REC CLASS INSTRUCTOR	2,486.40
7/15/2024	TONY LAM	WELLREIMB JAN-JUN-24	150.00
7/15/2024	TOWNSEND PUBLIC AFFAIRS, INC	GRANT STRATEGY AND WRITING SERVICES	5,000.00
7/15/2024	TRIVALLEY INTERNET INC	BUSINESS SUPPORT: NAVIGATOR PROGRAM (SOLAR BILL)	2,990.00
7/15/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES MAY 2024	14,921.69
7/15/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES JUN 2024	17,480.51
7/15/2024	TYLER PHILLIPS	WELLREIMB JAN-JUN-24	150.00
7/15/2024	ULINE, INC.	RUBBERMAID TROLLEY JUN 2024	684.42
7/15/2024	WC3-WEST COAST CODE CONSULTANT	BUILDING PLAN REVIEW FOR JUN 2024	18,698.00
7/15/2024	WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE JAN 2024	4,509.50
7/15/2024	WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE APR 2024	7,072.25
7/15/2024	WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE MAR 2023	12,565.38
7/15/2024	WING YEE LAM	WELLREIMB JAN-JUN-24	144.69
7/15/2024	WING YI TAI	WELLREIMB JAN-JUN-24	149.93
7/15/2024	WORKFORCE INTEGRITY & TRAINING	FOREST PARK (JORDAN RANCH SQUARE) MAY 2024	1,162.17
7/15/2024	YUET TAK TSOI	WELLREIMB JAN-JUN-24	150.00

		Payments Issued 7/15/2024 Total:	**735,487.64**
7/16/2024	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - JUN 2024	13,142.23
7/16/2024	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - JUN 2024	2,156.61
		Payments Issued 7/16/2024 Total:	**15,298.84**
7/18/2024	CAL PERS	PERS RETIREMENT PLAN: PE 7/12/24	101,378.30
7/18/2024	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 7/12/24	80,139.92
		Payments Issued 7/18/2024 Total:	**181,518.22**
7/19/2024	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 7/12/24	24,348.41
7/19/2024	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 7/12/24	4,393.95
7/19/2024	I C M A 401 PLAN	DEFERRED COMP 401A: PE 7/12/24	1,276.83
7/19/2024	I C M A 457 PLAN	DEFERRED COMP 457: PE 7/12/24	35,520.00
7/19/2024	US BANK - PARS	PARS: PE 7/12/24	9,375.02
		Payments Issued 7/19/2024 Total:	**74,914.21**
7/22/2024	ADVANCED MOBILITY GROUP	ALL WAY STOP WARRANT & CROSSWLK ANALYS. MAY 2024	482.50
7/22/2024	ADVANCED MOBILITY GROUP	ANNUAL TRAFFIC SIGNAL SYSTEM SUPPORT APR 2024	4,020.00
7/22/2024	ADVANCED MOBILITY GROUP	ALL WAY STOP WARRANT &CROSSWALK ANALYS JUN 2024	640.00
7/22/2024	ADVANCED MOBILITY GROUP	ANNUAL TRAFFIC SIGNAL SYSTEM SUPPORT JUN 2024	8,435.00
7/22/2024	ALAMEDA COUNTY FLOOD CONTROL	Q4 PERMITS & TRACTS FY23/24	48,164.49
7/22/2024	ALAMEDA COUNTY LIBRARY	ADDITIONAL LIBRARY SERVICE HOURS FOR FY 2023-24	159,600.00
7/22/2024	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES	762.23
7/22/2024	ALLIANT INSURANCE SVCS INC	FACILITY RENTAL INS ISSUED - Q2 APR-JUN	13,681.00
7/22/2024	AMOBIUS GROUP INC.	PASSPORT ONLINE SCHEDULING	900.00
7/22/2024	AMY NORTON	WELLREIMB JAN-JUN-24	150.00
7/22/2024	AMY'S ENGRAVED SIGNS & AWARDS	ADA SIGNAGE FOR PW & CMO	1,202.17
7/22/2024	APEX GRADING	FALLON VILLAGE GHAD PROFESSIONAL SERVICES JUN 2024	43,000.00
7/22/2024	APEX GRADING	SCHAEFER RANCH GHAD WEED ABATEMENT JUN 2024	28,000.00
7/22/2024	APEX GRADING	SCHAEFER RANCH GHAD REPAIR SERVICES JUN 2024	519.62
7/22/2024	ARIELLE CRENSHAW	BUSINESS SUPPORT: NAVIGATOR PROGRAM #34	747.50
7/22/2024	AT&T	CVC AT&T IPFLEX VOIP LINE	625.37
7/22/2024	AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
7/22/2024	AT&T	PSC-600M IPFLEX INTERNET	2,067.58
7/22/2024	AT&T	CVC AT&T IPFLEX VOIP LINE	630.05
7/22/2024	AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
7/22/2024	AT&T	PSC-600M IPFLEX INTERNET	2,070.97
7/22/2024	AT&T - CALNET 3	ASE CIRCUITS TO 06/30/2024	2,337.42
7/22/2024	AVANTPAGE INC	TRANSLATING, EDITING & PROOFREADING SVCS-ELECTION	230.00
7/22/2024	BAY ALARM COMPANY	ALARM SERVICES HERITAGE JUN 2023	500.13
7/22/2024	BAY ALARM COMPANY	ALARM SERVICES WAVE JAN 2024	132.82
7/22/2024	BERNARD J BERSAMINA	SUMMER CONCERT SERIES 2024 ENTERTAINMENT	3,500.00
7/22/2024	BKF ENGINEERS	TASSAJARA RD GAP CLOSURE PROJECT MAY 2024	65.00
7/22/2024	BLUEBEAM, INC.	BLUEBEAM ANNUAL MAINTENANCE FY24-25	3,570.00
7/22/2024	BRIAN SPILLER	WELLREIMB JAN-JUN-24	59.94
7/22/2024	BSK ASSOCIATES INC.	WALLIS RNCH GEOTCH SRVS FOR SOIL CLASSIFIC JUN 2024	2,481.75
7/22/2024	CALED	CALED ANNUAL MEMBERSHIPS 2025	1,160.00
7/22/2024	CARBONIC SERVICE	WATERPARK OPP SUPPLIES	585.04
7/22/2024	CDW GOVERNMENT INC	APPLE IPAD REPLACEMENTS	7,145.84
7/22/2024	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES JUN 2024	14,055.43
7/22/2024	CITY OF PLEASANTON	Q4 REMITTANCE FY23/24	10,227.10
7/22/2024	CIVICPLUS, LLC	ARCHIVE SOCIAL ECONOMY 7/1/24 - 6/30/25	4,397.40
7/22/2024	COMCAST	COUNCIL AV RM BUSINESS CABLE 6/18-7/17/2024	99.16
7/22/2024	COMCAST	INTERNET/CABLE SVC WAV, SNC, PSC - 7/11 TO 8/10/24	602.88
7/22/2024	COMCAST	CIVIC CENTER COMCAST 500M INTERNET 05/30/2024	2,300.00

7/22/2024	CONSOLIDATED ENGINEERING	CAC SPECIAL INSPECTION & TESTING JUN2024	1,682.64
7/22/2024	CORODATA SHREDDING, INC.	SHRED BIN PICKUP MAY 2024 - RECORDS CLEAN UP DAY	437.74
7/22/2024	DAVID E. FRASER	MANAGER ANALYST TRAINING	750.00
7/22/2024	DIABLO PUBLICATIONS	DIABLO MAGAZINE ADVERTISEMENT	4,995.00
7/22/2024	DIPIETRO & ASSOC. INC	AED & WAVE OXYGEN TANKS SERV. 7/15/24-7/14/25	3,174.94
7/22/2024	DIPIETRO & ASSOC. INC	REPLACEMENT & SPARE AED'S 7/1/24-7/14/25	4,417.42
7/22/2024	DSRSD	SERVICE TO 7/14/24	31,164.91
7/22/2024	EMPLOYMENT DEVELOPMENT DEPT	LABOR MARKET INFO FROM EDD	198.00
7/22/2024	ENGEO INC	FALLON VILLAGE GHAD PROFESSIONAL SERVICES MAY 2024	13,606.39
7/22/2024	ENGEO INC	FALLON CROSSING GHAD PROFESSIONALSERVICES MAY 2024	1,364.70
7/22/2024	ENGEO INC	FALLON CROSSING GHAD PROFESSIONALSERVICES JUN 2024	181.00
7/22/2024	ENGEO INC	FALLON VILLAGE GHAD PROFESSIONAL SERVICES JUN 2024	9,242.47
7/22/2024	ENGEO INC	SCHAEFER RANCH GHAD PROFESSIONAL SERVICES MAY 2024	10,647.17
7/22/2024	ENGEO INC	SCHAEFER RANCH GHAD PROFESSIONAL SERVICES JUN 2024	9,185.70
7/22/2024	FELICIA ESCOVER	CALED CONFERENCE REIMBURSEMENT	352.25
7/22/2024	FELICIA ESCOVER	ICSC MONTEREY CONF REIMBURSEMENT	133.33
7/22/2024	FIRST STREET TOW	DPS TOWING SERVICE	315.00
7/22/2024	GANNETT FLEMING, INC.	2023 SLURRY SEAL MAY 2024	9,323.50
7/22/2024	GANNETT FLEMING, INC.	STAFF AUGMENTATION FOR STREETS CIPS MAY 2024	12,179.75
7/22/2024	GANNETT FLEMING, INC.	CM/PM SERVICES FOR WALLIS RANCH PRK MAY 2024	20,668.96
7/22/2024	GOLDEN STATE FLEET SVCS INC	DPS TOWING SERVICE	125.00
7/22/2024	GRANICUS, LLC.	GRANICUS ANNUAL MAINTENANCE FOR AGENDA MANAGEMENT	46,009.11
7/22/2024	GUIDEPOST SOLUTIONS, LLC	AV DESIGN & CA MAY 2024	555.00
7/22/2024	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - SATURDAY CLASSES	900.00
7/22/2024	HEALTHEQUITY, INC.	HEALTHCARE AND COMMUTER BENEFITS	611.75
7/22/2024	INTERACTIVE DATA, LLC	DPS SOCIAL MEDIA SEARCH - JUNE 2024	290.00
7/22/2024	JAM SERVICES INC	ACCESSIBLE PED. SIGNAL PUSH BUTTONS JUN 2024	8,908.20
7/22/2024	JCJCJ, INC	ADOPT A BENCH PROGRAM PLAQUE	245.50
7/22/2024	KIMLEY-HORN AND ASSOC. INC.	DWNTWN DUBLIN HINES PROJECT TRANSP. ANALY. APR 2024	3,864.00
7/22/2024	KIMLEY-HORN AND ASSOC. INC.	PUBLIC WORKS STAFF AUGMENTATION - DEC 2023	12,613.19
7/22/2024	KIMLEY-HORN AND ASSOC. INC.	PUBLIC WORKS STAFF AUGMENTATION - JAN 2024	7,711.64
7/22/2024	KITTELSON & ASSOCIATES, INC.	LTA ANALYSIS PACVEST MAY 2024	367.50
7/22/2024	KITTELSON & ASSOCIATES, INC.	SB 743 VMT IMPLEMENTATION & MODEL UPDATE APR 2024	162.50
7/22/2024	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES FOR JUN 2024	17.55
7/22/2024	LAW OFFICE OF DANNY SCHULTZ	RETURN ASSET SEIZURE FUND - CASE: D19-3963	4,600.00
7/22/2024	LIEBERT CASSIDY WHITMORE	SUMMER STAFF HARASSMENT TRAINING	1,525.00
7/22/2024	MARISSA CLEVENGER	MILEAGE REIMBURSEMENT JUN 2024	45.43
7/22/2024	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN SVCS JUN 2024	268.26
7/22/2024	MEYERS NAVE	FALLON VILLAGE GHAD PROFESSIONAL SERVICES APR 2024	1,530.84
7/22/2024	MEYERS NAVE	FALLON VILLAGE GHAD PROFESSIONAL SERVICES MAY 2024	165.00
7/22/2024	MNS ENGINEERS, INC.	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD MAY 2024	20,108.00
7/22/2024	NANOGAN SCIENCE & SERVICES, LLC	REC CLASS INSTRUCTOR	6,801.00
7/22/2024	OOMNITZA,INC	LICENSES TO OOMNITZA IT ASSET MANAGEMENT	46,500.00
7/22/2024	OPENGOV, INC. DEPT. 0370	OPENGOV GL DATA INTEGRATION	11,126.25
7/22/2024	ORIGINAL WATERMEN, INC.	SWIM LESSON SUPPLIES	3,266.84
7/22/2024	PAKPOUR CONSULTING GROUP, INC.	CM/INSP SERV FOR REGIONAL ST CROSSWLK JUN 2024	3,772.50
7/22/2024	PAKPOUR CONSULTING GROUP, INC.	CM/INSP. SVCS. SAFE ROUTES TO SCHOOL JUN 2024	1,215.00
7/22/2024	PAKPOUR CONSULTING GROUP, INC.	CONSTR MGMT-FALLON SPORTS PARK JUN 2024	1,695.00
7/22/2024	PAKPOUR CONSULTING GROUP, INC.	IHT BRIDGE PROJECT MANAGEMENT JUN 2024	5,670.00
7/22/2024	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-DON BIDDLE COMM PARK JUN 2024	2,100.00
7/22/2024	PLAN JPA	GENERAL LIABILITY CLAIMS - MAY 2024	334.43
7/22/2024	PLAN JPA	GENERAL LIABILITY CLAIMS - JUN 2024	709.88
7/22/2024	PLAN JPA	2024/25 ANNUAL INSURANCE PREMIUMS	2,738,498.00
7/22/2024	PRECISION DYNAMICS CORPORATION	WATERPARK SUPPLIES	3,577.91
7/22/2024	PUBLIC BENEFIT TECHNOLOGY	YEARLY ARCHIVING & INDEXING	750.00
7/22/2024	REDWOOD PUBLIC LAW, LLP	FOR PROFESSIONAL SERVICES RENDERED THROUGH MAY 2024	52,988.40

7/22/2024	REDWOOD PUBLIC LAW, LLP	FOR PROFESSIONAL SERVICES RENDERED THROUGH JUN 2024	46,375.95
7/22/2024	REDWOOD TOXICOLOGY LAB. INC.	DPS TOXICOLOGY SERVICES	967.56
7/22/2024	RHONDA CHASE	STORM DRAIN ART	1,000.00
7/22/2024	RHONDA FRANKLIN	ISCS REIMBURSEMENT	158.92
7/22/2024	RHONDA FRANKLIN	CALED CONF REIMBURSEMENT	110.42
7/22/2024	RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK & INSPECTIONS - MAY 2024	3,491.50
7/22/2024	SCA OF CA LLC	STREET SWEEPING SERVICES MAY BIKE RIDE SWEEP 2024	618.00
7/22/2024	SCA OF CA LLC	STREET SWEEPING SERVICES MAY 2024	22,845.62
7/22/2024	SCA OF CA LLC	STREET SWEEPING SERVICES JUN 2024	22,845.62
7/22/2024	SIERRA DISPLAY, INC.	MILITARY BANNER FABRICATION	1,811.13
7/22/2024	SITEONE LANDSCAPE SUPPLY INC.	STONE FOR EXTERIOR WALL REPAIRS	178.56
7/22/2024	SONYA CANTO	WELLREIMB JAN-JUN-24	150.00
7/22/2024	STRATEGIC ECONOMICS INC.	ED STRATEGY & GP ED ELEMENT UPDATE	6,038.75
7/22/2024	SWANK MOTION PICTURES INC	PICNIC FLIX MOVIE NIGHT RENTAL - SUPER SMASH BROS	750.00
7/22/2024	SWINERTON MANAGEMENT AND CONSULTING	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER JUN 2024	71,235.50
7/22/2024	THE CONSTRUCTION ZONE, LLC	MAYOR HERNANDEZ STREET SIGN	55.13
7/22/2024	T-MOBILE USA, INC.	PIO & PW CELL PHONE SERVICES THROUGH 05/20/2024	163.65
7/22/2024	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 06/20/2024	656.10
7/22/2024	TREASURER ALAMEDA COUNTY GENERAL	FUEL JUN 2024	16,532.40
7/22/2024	TREASURER ALAMEDA COUNTY PW AGENCY-	TRAFFIC SIGNAL AND STREETLIGHT MAINT SVCS APR 2024	63,713.60
7/22/2024	TREASURER ALAMEDA COUNTY PW AGENCY-	TRAFFIC SIGNAL AND STREETLIGHT MAINT SVCS MAY 2024	40,174.14
7/22/2024	TRI-VALLEY COMMUNITY TV	OPERATING SUBSIDY FY 24-25	64,234.00
7/22/2024	TRI-VALLEY COMMUNITY TV	PEG CONTRIBUTION FY 24-25	16,351.50
7/22/2024	TRI-VALLEY TRANSPORT. COUNCIL	Q4 REMITTANCE FY23/24	118,915.88
7/22/2024	U S CONF OF MAYORS	US CONFERENCE OF MAYORS ANNUAL MEMBERSHIP 2024	5,796.00
7/22/2024	U.S. POSTAL SERVICE PLEASANTON MPO	POSTAGE FOR FALL/WINTER ACT. GUIDE/ANNUAL REPORT	5,641.07
7/22/2024	ULINE, INC.	1000 ASSET LABELS	897.00
7/22/2024	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING PSC JUN 2024	144.00
7/22/2024	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS	2,517.05
7/22/2024	WORKFORCE INTEGRITY & TRAINING	CWA COMPLIANCE FOR DAC JUN 2024	1,632.01
7/22/2024	WORKFORCE INTEGRITY & TRAINING	WALLIS RANCH PARK JUN 2024	1,355.43
		Payments Issued 7/22/2024 Total:	**4,013,759.77**
7/24/2024	INTERNAL REVENUE SERVICE	BALANCE DUE ON 941 RETURN OF QE 6-30-24	0.11
		Payments Issued 7/24/2024 Total:	**0.11**
7/26/2024	INTERNAL REVENUE SERVICE	ANNUAL FEDERAL EXCISE TAX	312.34
		Payments Issued 7/26/2024 Total:	**312.34**
7/29/2024	4LEAF INC.	STRUCTURAL REVIEW - PK0422 IH NATURE PARK DEC 2023	240.00
7/29/2024	4LEAF INC.	BUILDING INSPECTION & PLAN REVIEW JUN 2024	60,240.00
7/29/2024	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS	115.28
7/29/2024	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	1,920.00
7/29/2024	AKSHAY ARORA ARORA TENNIS & FITNESS	REC CLASS INSTRUCTOR	6,180.00
7/29/2024	ALAMEDA COUNTY FIRE DEPARTMENT ATTN:	FIRE SERVICES FY24-25 JUL 2024	1,483,859.50
7/29/2024	BEST LOCKERS, LLC	WAVE ANNUAL LOCKER SERVICE FEE	6,780.06
7/29/2024	BEST VERSION MEDIA, LLC	EAST DUBLIN LIVING AD	408.30
7/29/2024	BFS LANDSCAPE ARCHITECTURE	FALLON SPORTS PARK DESIGN SVCS - PHASE 3 MAY 2024	642.50
7/29/2024	BPXPRESS	SAFE ROUTES TO SCHOOLS MAY 2024	149.12
7/29/2024	BSK ASSOCIATES INC.	TESTING/INSP FALLON SPORTS PARK PH3 JUN 2024	321.75
7/29/2024	BYOG	BUSINESS PROMOTION: SHOP LOCAL SHIRTS	1,898.62
7/29/2024	CALIFORNIA BUILDING STANDARDS	GREEN BUILDING FEES - APR-JUN 2024	1,274.40
7/29/2024	CARBONIC SERVICE	WAVE POOL MAINTENANCE	385.39
7/29/2024	CDW GOVERNMENT INC	CISCO DIRECT LICENSE-SME-1YR	1,269.50
7/29/2024	CITY OF SAN RAMON	DRFA RETIREE BENEFITS JUL 2023-JUN 2024	194,099.54
7/29/2024	COMCAST	COUNCIL AV RM BUSINESS CABLE 7/18-8/17/2024	99.17

7/29/2024	CONSOR NORTH AMERICA, INC.	BRIDGE & STRUCTURE ASSET INSPECTION NOV 2023	1,306.00
7/29/2024	CONSOR NORTH AMERICA, INC.	BRIDGE & STRUCTURE ASSET INSPECTION MAY 2024	2,512.00
7/29/2024	CONSOR NORTH AMERICA, INC.	KOOPMAN CANYON CREEK CHANNEL AND BANK REPAIR MAY	23,254.00
7/29/2024	CONTRA COSTA CO.-PUBLIC WORKS	DESIGN/ENVIRO SVCS-TASSAJARA RD REALIGNMNT JUN 2024	281,008.07
7/29/2024	CONVERGEONE, INC.	CISCO FLEX RENEWAL - 7/1/24-6/30/25	18,232.60
7/29/2024	CPRS DISTRICT III	PCS DEPARTMENT CPRS MEMBERSHIP	3,970.00
7/29/2024	DEPARTMENT OF JUSTICE ACCTNG OFFICE-	FINGERPRINTING FEES - JUN 2024	273.00
7/29/2024	DEPT OF CONSERVATION DIV OF ADMIN SVCS	SMIP FEES - APR-JUN 2024	3,600.28
7/29/2024	DEREK TEADERMAN	INFOCOMM CONFERENCE 2024	625.79
7/29/2024	DISABILITY ACCESS DAC	DACTRAK SUBSCRIPTION 2024-2025	2,000.00
7/29/2024	DIV OF THE STATE ARCHITECT	CASP FEES - APR-JUN 2024	123.20
7/29/2024	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS	3,786.25
7/29/2024	ECONOMIC & PLANNING SYSTEMS, INC.	INCLUSIONARY ZONING AND IN-LIEU FEE FEASIBILITY	4,839.96
7/29/2024	ECS IMAGING INC.	CONTRACT MANAGEMENT WORKFLOW	1,050.00
7/29/2024	ELECTRICBABY, INC.	HOUSING ONLINE FORMS AND HOMEOWNERSHIP PORTAL	5,000.00
7/29/2024	FASTSIGNS	DETOUR SIGNS FOR IH TRAIL JUN 2024	2,284.99
7/29/2024	GANNETT FLEMING, INC.	IH NATURE PARK AND OPEN SPACE PHASE 1 MAY 2024	16,558.57
7/29/2024	GANNETT FLEMING, INC.	2023 SLURRY SEAL JUN 2024	13,995.74
7/29/2024	GANNETT FLEMING, INC.	STAFF AUGMENTATION FOR STREETS CIPS JUN 2024	9,484.20
7/29/2024	GANNETT FLEMING, INC.	CM/PM SERVICES FOR WALLIS RNCH PRK JUN 2024	16,624.53
7/29/2024	GLORIA COHN	MGMT ANALYST COHORT TRAINING SPEAKER FEE	2,556.58
7/29/2024	HDL COREN & CONE	PROPERTY TAX CONSULTING SVCS JUL-SEP 2024	2,063.86
7/29/2024	INTEGRA PLANNING & LANDSCAPE	LANDSCAPE PLAN CHECK & INSPECTIONS	67.50
7/29/2024	KIMLEY-HORN AND ASSOC. INC.	ENVIRO PERMITTING CEQA NEPA SVCS-MAPE PRK JUN 2024	1,650.00
7/29/2024	KIMLEY-HORN AND ASSOC. INC.	PROWAG REVIEW & RECOMMENDATIONS MAY 2024	8,267.00
7/29/2024	KIMLEY-HORN AND ASSOC. INC.	PROWAG REVIEW & RECOMMENDATIONS JUN 2024	3,262.00
7/29/2024	KIMLEY-HORN AND ASSOC. INC.	PREPARE CEQA ANALYSIS FOR THE DDSP AMENDMENT	848.00
7/29/2024	KIRA EVERS	ESRI CONFERENCE JUL 2024	58.13
7/29/2024	LSA ASSOCIATES INC.	CEQA DOCUMENT PREP FOR DUBLIN FALLON 580 PROJECT	4,131.25
7/29/2024	MATTHEW AINI	PLANNING COMMISSION 7/23/2024	50.00
7/29/2024	MCE CORPORATION	MAINTENANCE SERVICES - MAY 2024	1,073,188.54
7/29/2024	M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5	3,160.00
7/29/2024	MINUTEMAN PRESS	BUSINESS ANNIVERSARY RECOGNITION: INVITATIONS	123.30
7/29/2024	MINUTEMAN PRESS	CMO OPERATIONAL SUPPLIES	57.66
7/29/2024	NICHOLAS OCHOA	PLANNING COMMISSION 7/23/2024	50.00
7/29/2024	PACIFIC COAST ENTERTAINMENT GROUP LLC	WAVE BIRTHDAY PARTY SUPPLIES FY 23-24	526.36
7/29/2024	RENATA FLECCHIA TYLER	PLANNING COMMISSION 7/23/2024	50.00
7/29/2024	SELECT IMAGING	NAME PLATES	121.52
7/29/2024	SHAW LAW GROUP PC	CONFIDENTIAL ASSESSMENT SERVICE	34,404.50
7/29/2024	SQUAD SPORTS INC.	REC CLASS INSTRUCTOR	5,162.40
7/29/2024	STEPHEN WRIGHT	PLANNING COMMISSION 7/23/2024	50.00
7/29/2024	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES JUN 2024	24,963.00
7/29/2024	WAHIDA I. RASHID	PLANNING COMMISSION 7/23/2024	50.00
7/29/2024	WORKFORCE INTEGRITY & TRAINING	COMMUNITY WORKFORCE ADMIN SERVICES AUG 2023	2,454.26
7/29/2024	WORKFORCE INTEGRITY & TRAINING	IRONHORSE NATURE PARK-CWA ADMIN FEB 2024	793.57
7/29/2024	WORKFORCE INTEGRITY & TRAINING	IRONHORSE NATURE PARK-CWA ADMIN JUN 2024	951.08
7/29/2024	YUET TAK TSOI	CPA LICENSE RENEWAL FEE REIMBURSEMENT	340.00
		Payments Issued 7/29/2024 Total:	**3,339,812.82**

Grand Total for Payments Dated 7/1/2024 through 7/31/2024: **14,629,153.59**

Total Number of Payments Issued: 450

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreements for Long Term Encroachment – Tracts 4236 and 8133
Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving an Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236. The City Council will also consider approving the First Amendment to the Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings within Tract 8133.

STAFF RECOMMENDATION:

Adopt the following: 1) **Resolution** Approving the Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236; and 2) **Resolution** Approving the First Amendment to the Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings Within Tract 8133, Tassajara Highlands.

FINANCIAL IMPACT:

There is no impact to the General Fund. All costs associated with the agreements are borne by the property owners.

DESCRIPTION:

Tract 4236
The homeowners association for Tract 4236 constructed a retaining wall along their landscaped area on property known as Parcel A of Tract 4236, Assessor's Parcel Number 941-0114-116-00. Portions of the retaining wall are located within the public street right-of-way of Castle Drive. The homeowners association is agreeable to own and maintain the retaining wall located within the right-of-way. The proposed Agreement for Long Term Encroachment for Landscape Features provides for the homeowners association, Valley Tract 4326 Homeowners Association, to

maintain these features within the public street right-of-way. (Attachment 2)

Tract 8133

The City and the homeowners association of Tract 8133, Tassajara Highlands, entered into an Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings on August 25, 2016 (Attachment 5). Upon closeout of the development, it was determined that some constructed features were located outside of the area identified in the Agreement. The proposed First Amendment to the agreement will expand the encroachment area to provide for the homeowners association to maintain these features on City-owned property, known as Parcel E of Tract 8133, Assessor's Parcel No. 986-0055-007-00 (Attachment 4).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236
2) Exhibit A to Resolution - Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236, APN 941-0114-116-00, Castle Drive, BLDG-2024-02962, PWEN-2024-00365
3) Resolution Approving the First Amendment to the Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings Within Tract 8133, Tassajara Highlands
4) Exhibit A to Resolution - First Amendment to the Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings within Tract 8133, Tassajara Highlands
5) Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings within Tract 8133, Tassajara Highlands

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES WITH HOMEOWNERS ASSOCIATION FOR PARCEL A OF TRACT 4236

WHEREAS, the property owner for Parcel A of Tract 4236, Assessor's Parcel Number 941-0114-116-00 applied for an encroachment permit, PWEN-2024-00365, and a building permit, BLDG-2024-02962 to install a retaining wall on Parcel A with an encroachment within the public street right-of-way of Castle Drive; and

WHEREAS, the City issued PWEN-2024-00365 and BLDG-2024-2962 to the property owner and their contractor; and

WHEREAS, the property owner, Valley Tract 4326 Homeowners Association and the City desire to enter into an Agreement for Long Term Encroachment for Landscape Features to provide for the property owner to own and maintain the encroaching features; and

WHEREAS, the property owner has executed and filed with the City of Dublin an Agreement for Long Term Encroachment for Landscape Features for Parcel A of Tract 4236, APN 941-0114-116-00, Castle Drive, BLDG-2024-02962, PWEN-2024-00365, attached hereto as **Exhibit A**, which will be recorded against the property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement for Long Term Encroachment for Landscape for Parcel A of Tract 4236, APN 941-0114-116-00, Castle Drive, BLDG-2024-02962, PWEN-2024-00365, attached hereto as **Exhibit A** to this Resolution.

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

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Recording Requested By:
CITY OF DUBLIN

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Fee Waived per GC 27383

AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES WITH HOMEOWNERS ASSOCIATION FOR PARCEL A OF TRACT 4236, APN 941-0114-116-00, CASTLE DRIVE
BLDG-2024-02962
PWEN-2024-00365

THIS AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES WITH TRACT 4236 ("Agreement") is made between the City of Dublin ("City") and Valley Tract 4326 Homeowners Association ("Owner").

1. **Property:** The subject property is Parcel A of Tract 4236 as filed in Book 115 of Maps at Pages 38-42, in the Official Records of the County of Alameda, State of California.

2. **Developer:** Valley Tract 4326 Homeowners Association is the Owner of Parcel A of Tract 4236 ("Project").

3. **Landscape Features:** Owner, as part of the Project, anticipates the construction of Project related landscape features within the City's rights of ways on the following streets with Tract 4236; Castle Drive (collectively, the "Landscape Features"). Construction details for these Landscape Features are shown on the *Plans for BLDG-2024-02962 and PWEN-2024-00365*, prepared by Vision Drafting. The scope of the improvements are generally shown on the attached Exhibit "A."

4. **Encroachment Permit:** Owner shall apply to the City for an encroachment permit for work to be performed pursuant to this Agreement. The City must grant the encroachment permit for all work to install, operate and maintain the Landscape Features improvements and all the conditions imposed by the City must be consistent with the provisions of this Agreement. If there is a conflict between any provisions of this Agreement and the encroachment permit, the provisions of this Agreement shall prevail over the conditions of the encroachment permit.

delayed. The City Manager shall consider and decide on any assignment within ten (10) days after Owner's notice thereof, provided all necessary documents and other information are provided to the City Manager to enable the City Manager to assess the assignment.

12. **Successors and Assigns:** Each reference to the "City" in this Agreement shall be deemed to refer to and include the City and all successors and assigns of City. All references to the "Owner" in this Agreement shall be deemed to refer to and include Valley Tract 4326 Homewowners Association, and all successors and assigns of Valley Tract 4326 Homewowners Association.

13. **Notices:** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given (including messenger or recognized delivery or courier service) or on the second day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, postage prepaid, and properly addressed as follows:

City:

City of Dublin
100 Civic Plaza
Dublin, California 94568
Fax No. (925) 833-6651
Attn: City Manager

Owner:

Valley Tract 4326 Homewowners Association
P.O. Box 1216
Alameda, CA 94501-0016

14. **Exhibits:** All exhibits attached to this Agreement are incorporated herein as though they were set forth in full body of this Agreement.

15. **Partial Invalidity**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

5. **Ownership:** Owner shall own all special Landscape Features, including but not limited to sidewalk, plantings, irrigation, street trees, etc.

6. **Operations and Maintenance:** Owner shall maintain and repair all the Landscape improvements, including all frontage landscape plantings, irrigation, sidewalks, and street trees within the designated areas, in a safe manner consistent with the approved plans to the reasonable satisfaction of the City at its sole cost and expense, including electric power and water cost. Owner will be responsible at its sole cost to replace or repair any Landscape Feature damaged or removed during the maintenance or repair of sewer, water, drainage or utility improvements by the City, Dublin San Ramon Services District or utility company, unless such damage or removal is caused by the negligence, gross negligence or willful misconduct of the City, Dublin San Ramon Services District or utility company. The City will maintain at its sole cost all asphalt concrete pavement, concrete curb and gutter, drainage improvements, traffic signs and striping, and streetlights in the public right-of-way.

7. **Removal or Relocation:** If future improvements proposed by the City conflict with any of the Landscape Features, the City may remove or reasonably relocate the Landscape Feature at its sole cost. If any of the Landscape Features are relocated, the City and Owners will execute a modification to this Agreement to reflect the maintenance and operations at its new location. Provided, however, the City is under no obligation to relocate any of the Landscape Features.

8. **Insurance:** Owner shall obtain and maintain in effect a combined single limit policy of liability insurance not less than one million dollars ($1,000,000) covering the Landscape Features improvements and shall name the City as an additional insured.

9. **Indemnification:** Owner shall indemnify, defend and hold the City harmless from and against any and all loss, claims, liability damage or expense or cost the City may incur or become liable for or for which a claim is made by a third party, due to or arising out of Owner's construction, maintenance or operations of the Landscape Features unless caused by the negligence, gross negligence or willful misconduct of the City, its agents, contractors or employees.

10. **Permanent:** The Landscape Features and the rights appurtenant thereto as set forth in this Agreement shall exist in perpetuity and are appurtenant to the Property.

11. **Right to Assign:** Owner may assign any or all rights, interests and obligations of Owner arising under this Agreement to a successor in interest of Owner with respect to all or a portion of the Project; provided, however, that no such assignment of Owner's rights, interests and obligations under this Agreement shall occur without prior written notice to the City and written approval by the City Manager, which approval shall not be unreasonably withheld, conditioned or

16. **Entire Agreement**. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.

17. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

Dated this 19th day of July, 2014.

CITY:

THE CITY OF DUBLIN,
a municipal corporation

By: _____

City Manager

OWNER:

Valley Tract 4326 Homewowners Association

By: _____

Name: CYNDI LAND COCHRAN

Title: AGENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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 Alameda

On 07/19/2024 (Date) before me, A. Reza Mohammady Notary Public (Here Insert Name and Title of the Officer)

personally appeared Cyndi Ladd Cochran (Name(s) of Signer(s))

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.

A. REZA MOHAMMADY
Notary Public - California
Alameda County
Commission # 2360240
My Comm. Expires Jun 7, 2025

Place Notary Seal and/or Stamp Above

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 _____ *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Encroachment Agreement

Document Date: 07/19/2024 Number of Pages: 13

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

SIGNATURE NEEDS TO BE NOTARIZED

ATTACH NOTARY ACKNOWLEDGEMENT FORM(S)

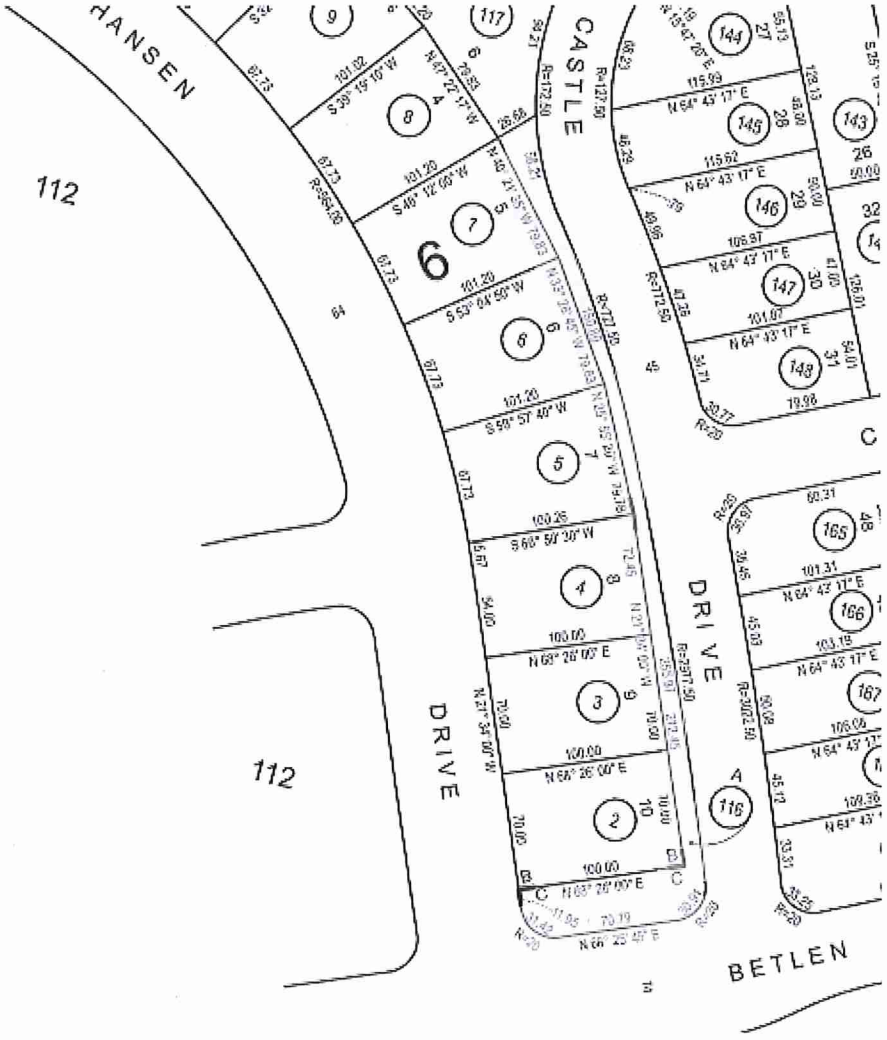
Exhibit A
General Scope of Improvements -
Excerpts from BLDG-2024-02962,
PWEN-2024-0365

location of work

Landscape HOA area

Parcel 941-114-116 Castle Dr Dublin

DRAWING # 2



SCOPE OF WORK:

RETAINING WALL REPLACEMENT

PROJECT LOCATION
CASTLE DRIVE DUBLIN, CA 94568

A. ALL CONSTRUCTION SHALL CONFORM
TO THE 2022 CALIFORNIA RESIDENTIAL CODE

B. OCCUPANCY GROUP (R)

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32 PLAN VIEW
S3 DETAILS

CUSTOMER
COMMUNITY ASSOCIATION MANAGEMENT
GENERAL MANGER CYNDI COCHRAN
6088 SUNOL BLVD. STE. 100 PLEASANTON, CA 94566
925-417-7100
CCOCHRAN@HOASMANAGEMENT.COM

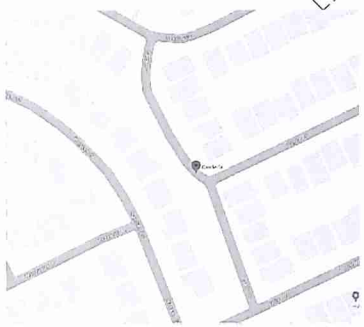
DESIGNER
VISION DRAFTING / VLADAN KNEZEVIC
3749 CENTRAL PARKWAY DUBLIN, CA 94568
925-858-0769
VISIONDRAFTING111@GMAIL.COM

CALL BEFORE YOU DIG!
Contact Underground Service Alert (USA)
at 1-800-227-2600
at least 2 working days before excavating.

Drawing # 3
work description site plan ...
3 pages



SITE PLAN
SCALE: 40'#1'-0"

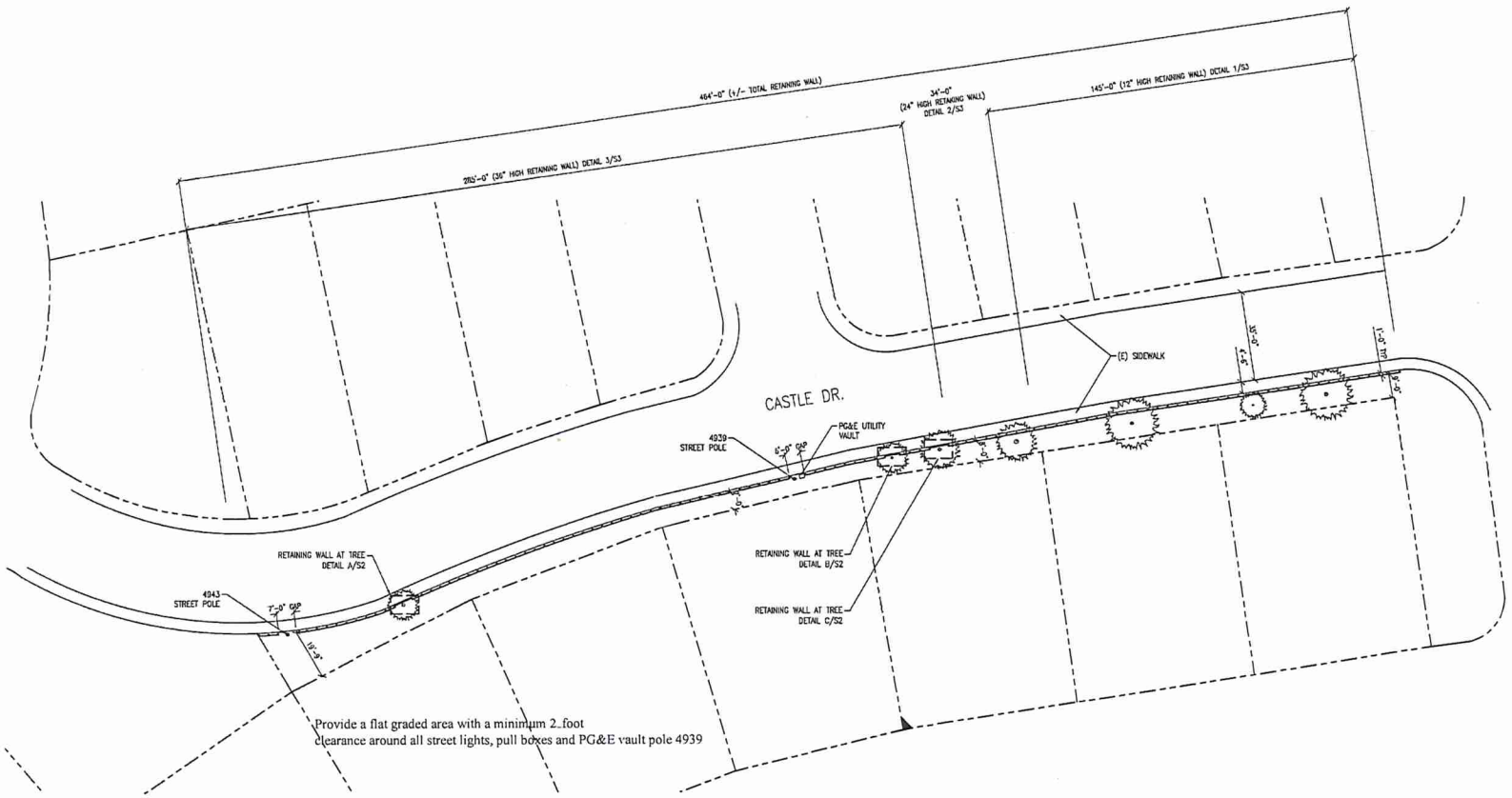


VICINITY MAP

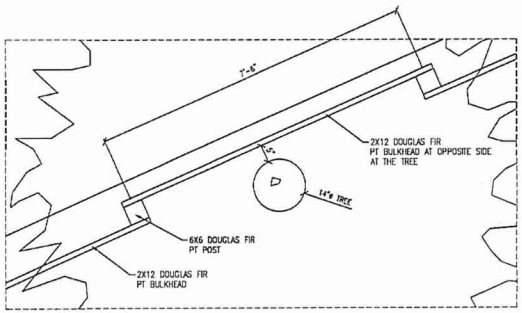
COMMUNITY ASSOCIATION MANAGEMENT
RETAINING WALL REPLACEMENT
CASTLE DR.
DUBLIN, CA 94568

Vision Drafting
Phone 925-858-0769
www.Vision-Drafting.com

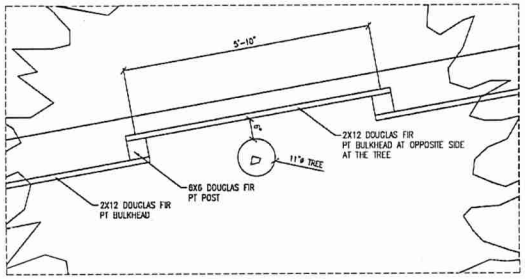
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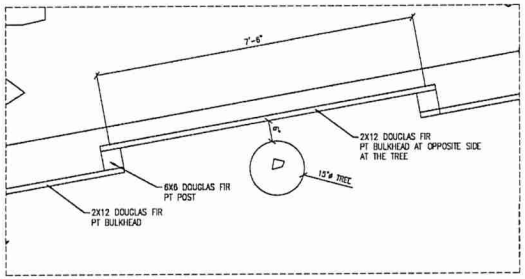
RETAINING WALL PLAN VIEW AND LAYOUT
SCALE: 1/32" = 1'-0"



RETAINING WALL AT TREE
DETAIL A
SCALE: 1/2" = 1'-0"



RETAINING WALL AT TREE
DETAIL B
SCALE: 1/2" = 1'-0"



RETAINING WALL AT TREE
DETAIL C
SCALE: 1/2" = 1'-0"

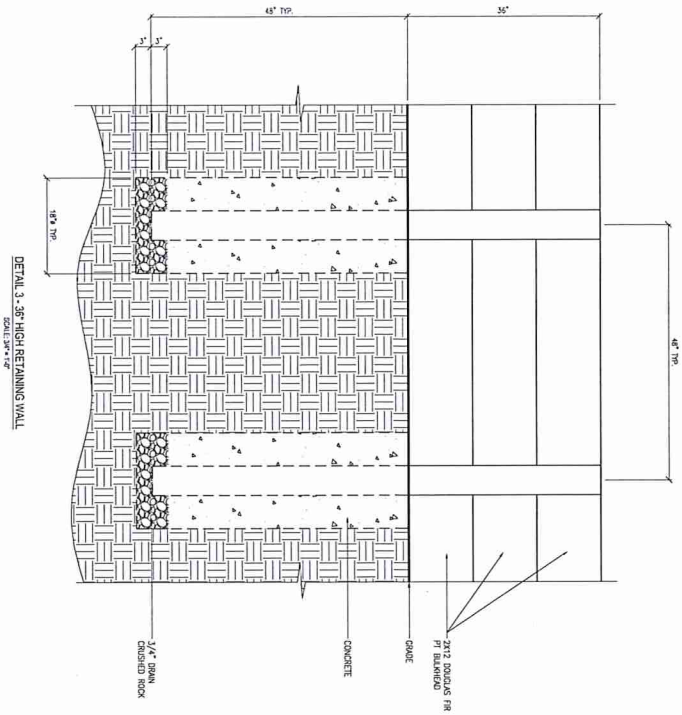
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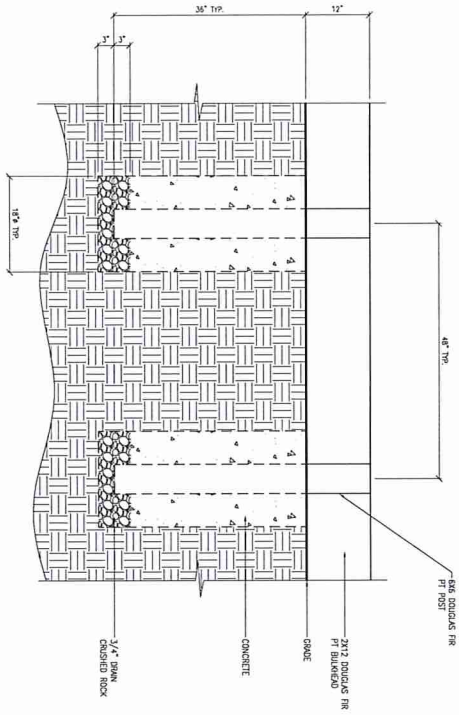
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2 OF 3

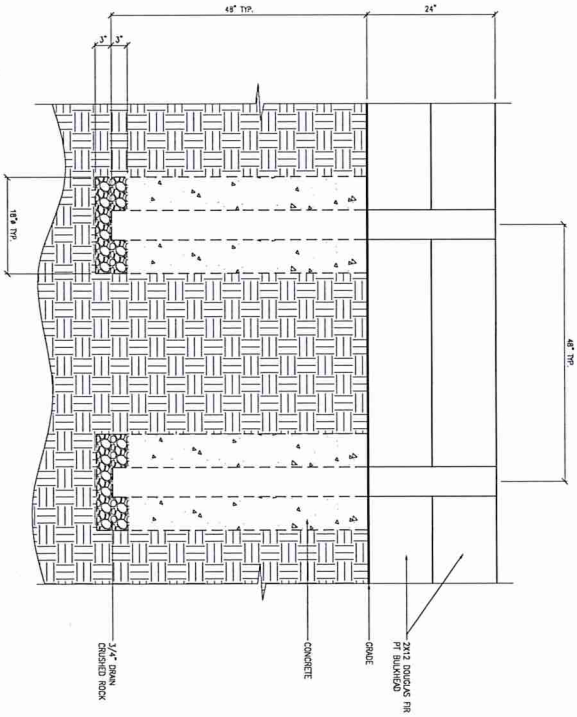
354



DETAIL 3 - 36" HIGH RETAINING WALL
SCALE: 3/4" = 1'-0"



DETAIL 1 - 12" HIGH RETAINING WALL
SCALE: 3/4" = 1'-0"



DETAIL 2 - 24" HIGH RETAINING WALL
SCALE: 3/4" = 1'-0"

S3

Phone 925-858-0769

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CUSTOMER
COMMUNITY ASSOCIATION MANAGEMENT
PROJECT
RETAINING WALL REPLACEMENT
ADDRESS
CASTLE DR.
LOCATION
DUBLIN, CA 94568

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REVISION 2	—		DATE —
REVISION 3	—		DATE —
REVISION 4	—		DATE —

DATE	SALES	DRAWN	ENGINEER	CHECKED	SALES DOOR
2/2/24	—	VK	—	—	—

DRAWING NUMBER
CASTLE DRIVE DUBLIN

SHEET
3 OF 3

SCOPE OF WORK:

RETAINING WALL REPLACEMENT

PROJECT LOCATION
CASTLE DRIVE DUBLIN, CA 94568

A. ALL CONSTRUCTION SHALL CONFORM
TO THE 2022 CALIFORNIA RESIDENTIAL CODE

B. OCCUPANCY GROUP (R)

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32 PLAN VIEW
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VISION DRAFTING / VLADAN KNEZEVIC
3749 CENTRAL PARKWAY DUBLIN, CA 94568
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VISIONDRAFTING111@GMAIL.COM

CALL BEFORE YOU DIG!
Contact Underground Service Alert (USA) at
1-800-227-2600
at least 2 working days before excavating.

Drawing #4 ....2 pages

location of all utilities to/from parcel ..

only 2 low voltage electric lines confirmed by

811 staff (ticket# 2023090502866)



SITE PLAN
SCALE: 40'=1'-0"

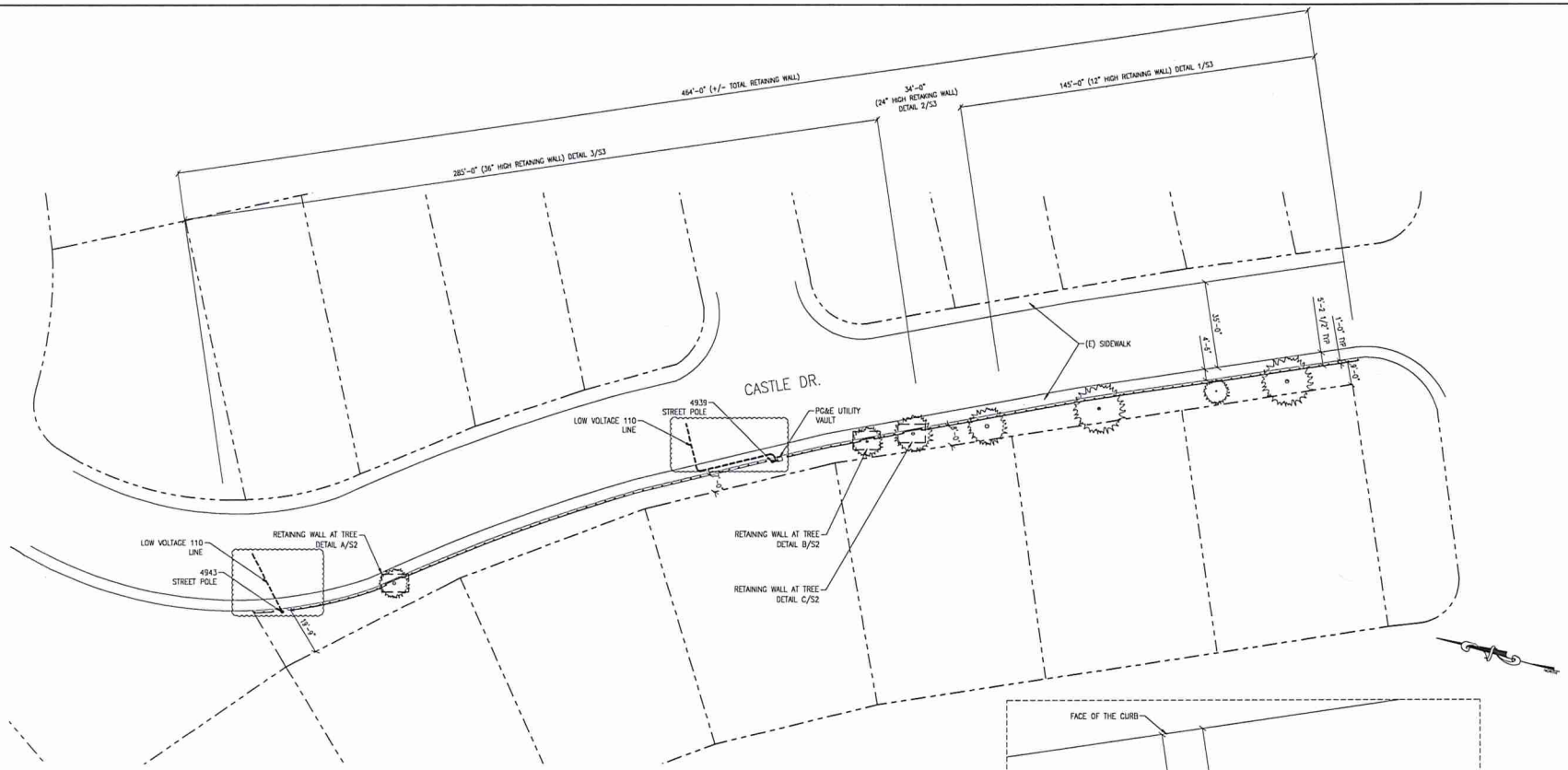


VICINITY MAP

COMMUNITY ASSOCIATION MANAGEMENT
RETAINING WALL REPLACEMENT
CASTLE DR.
DUBLIN, CA 94568

Vision Drafting
Phone 925-858-0769

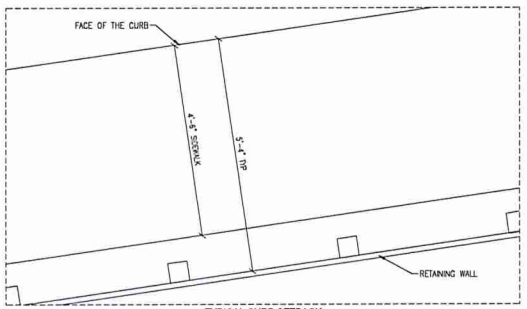
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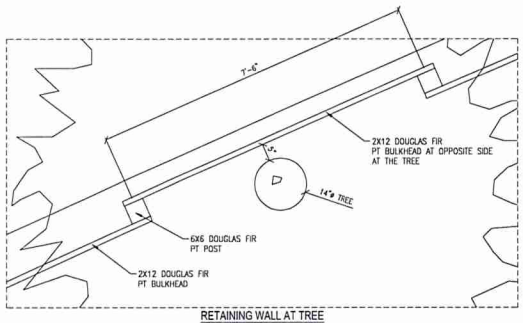
RETAINING WALL PLAN VIEW AND LAYOUT
SCALE: 1/32" = 1'-0"

NOTES:

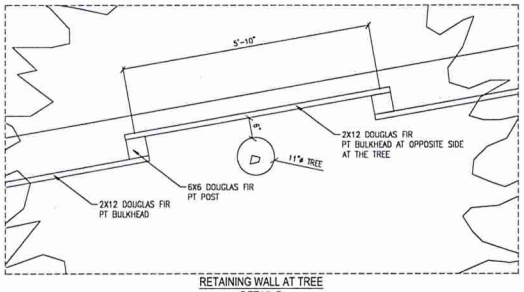
1) LOW VOLTAGE 110 ELECTRIC LINES COME FROM STREET TO EACH LIGHT POLE.
2) NO OTHER UTILITIES TO OR IN PARCEL VERIFIED THROUGH USA NORTH 811 LOCATORS.Ticket# 2023090502866
3) 2' CLEARANCE GRADED FLAT AROUND ELECTRICAL POLES #4943 AND #4939 AND ITS PG&E VAULT



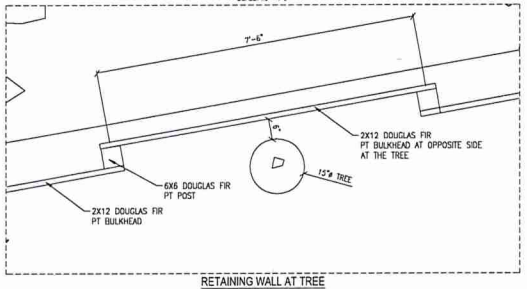
TYPICAL CURB SETBACK
DETAIL D
SCALE: 1/2" = 1'-0"



RETAINING WALL AT TREE
DETAIL A
SCALE: 1/2" = 1'-0"



RETAINING WALL AT TREE
DETAIL B
SCALE: 1/2" = 1'-0"



RETAINING WALL AT TREE
DETAIL C
SCALE: 1/2" = 1'-0"

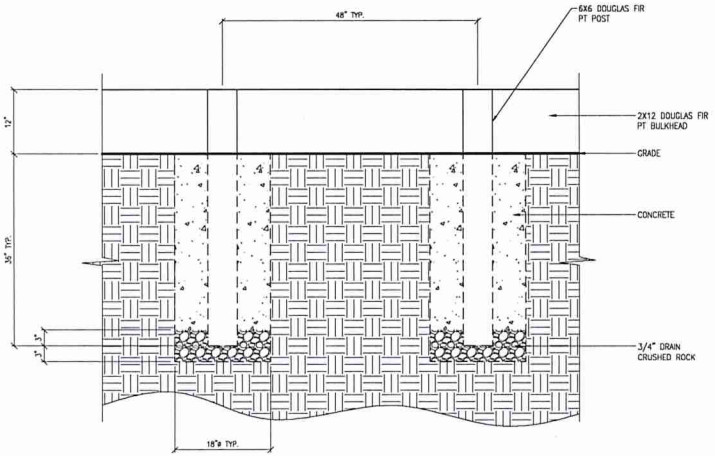
DESIGNED
COMMUNITY ASSOCIATION MANAGEMENT
DRAWN
RETAINING WALL REPLACEMENT
CHECKED
CASTLE DR.
DUBLIN, CA 94568

DATE 2/1/24 | SCALE AS NOTED | DESIGNED | CHECKED | DRAWN | SHEET NUMBER S2 | 2 OF 4

CASTLE DRIVE DUBLIN

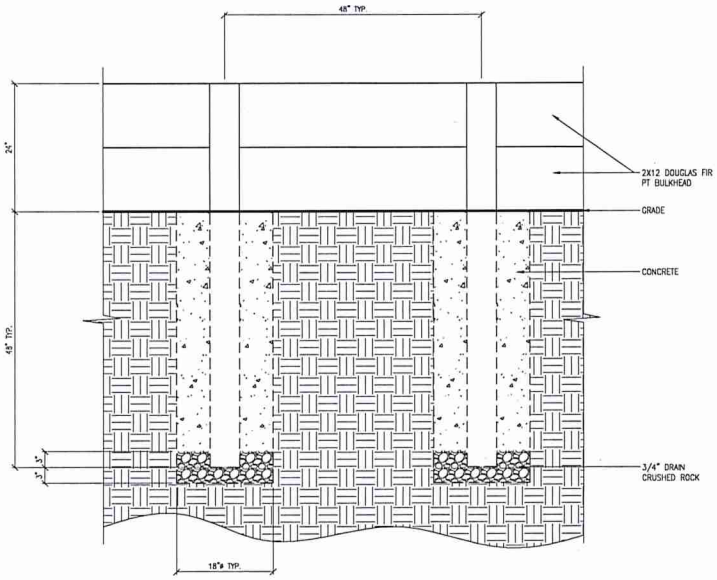
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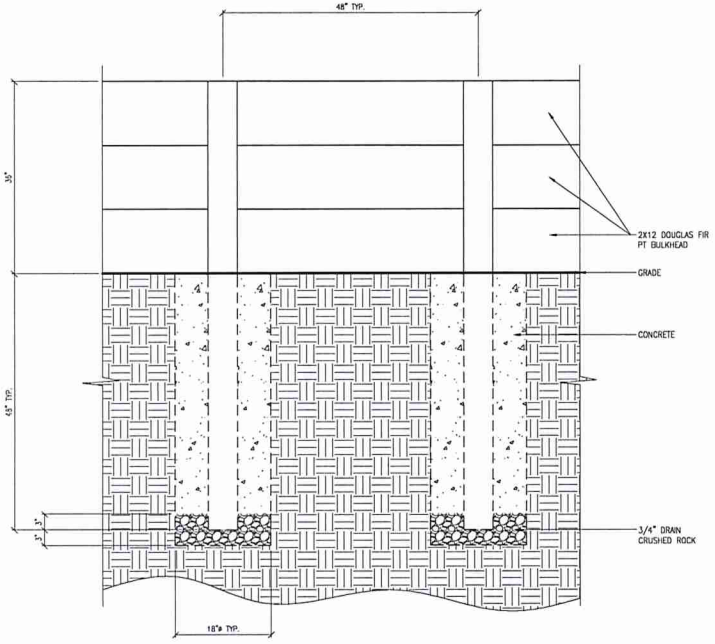
DETAIL 1 - 12" HIGH RETAINING WALL

SCALE: 3/4" = 1'-0"



DETAIL 2 - 24" HIGH RETAINING WALL

SCALE: 3/4" = 1'-0"



DETAIL 3 - 36" HIGH RETAINING WALL

SCALE: 3/4" = 1'-0"

REVISION 1	---	DATE	---
REVISION 2	---	DATE	---
REVISION 3	---	DATE	---
REVISION 4	---	DATE	---

DATE: 2/21/24 | SCALE: --- | DRAWN BY: VK | CHECKED BY: --- | SHEET: 3 OF 4

CASTLE DRIVE DUBLIN

OWNER:
COMMUNITY ASSOCIATION MANAGEMENT

PROJECT:
RETAINING WALL REPLACEMENT

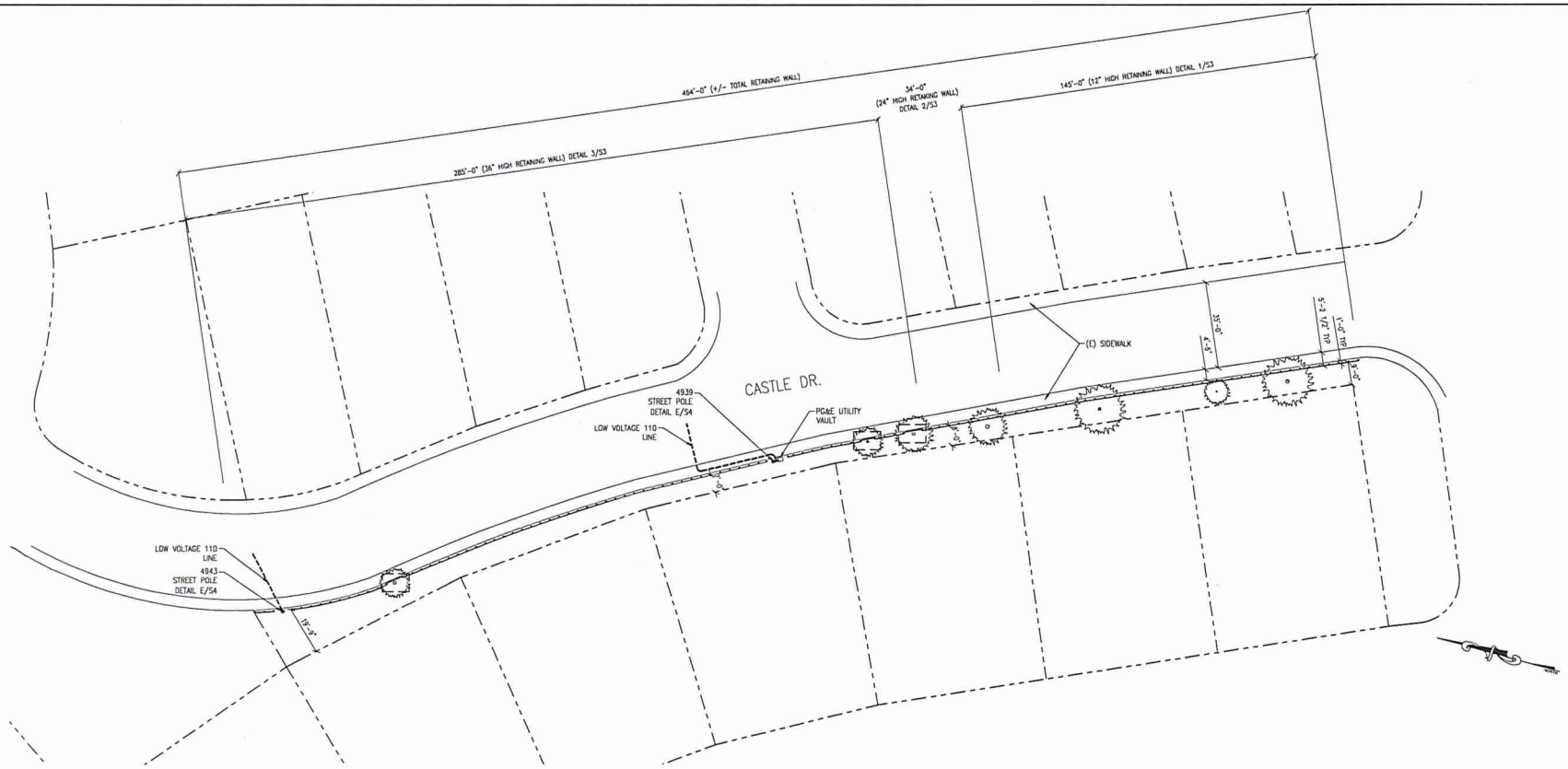
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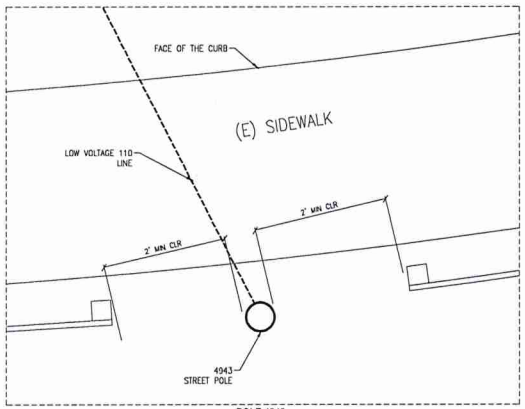
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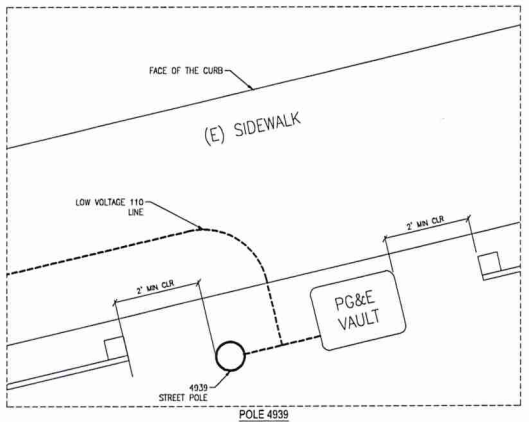
RETAINING WALL PLAN VIEW AND LAYOUT
SCALE: 1/32" = 1'-0"

NOTES:

1) LOW VOLTAGE 110 ELECTRIC LINES COME FROM STREET TO EACH LIGHT POLE.
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3) 2' CLEARANCE GRADED FLAT AROUND ELECTRICAL POLES #4943 AND #4939 AND ITS PG&E VAULT



POLE 4943
DETAIL E
SCALE: 1/2" = 1'-0"



POLE 4939
DETAIL F
SCALE: 1/2" = 1'-0"

REVISION 1 — DATE
REVISION 2 — DATE
REVISION 3 — DATE
REVISION 4 — DATE

DATE 2/21/24 | SCALE AS SHOWN | DRAWN VM | CHECKED — | SHEET NUMBER 4 OF 4

CASTLE DRIVE DUBLIN

CLIENT
COMMUNITY ASSOCIATION MANAGEMENT

PROJECT
RETAINING WALL REPLACEMENT

ADDRESS
CASTLE DR.
DUBLIN, CA 94568

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SHEET NUMBER
S4

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES, STORMWATER DETENTION, STORMWATER OUTFALL AND MITIGATION PLANTINGS WITHIN TRACT 8133, TASSAJARA HIGHLANDS

WHEREAS, on August 25, 2016, the City and the developer of Tract 8133, Tassajara Highlands entered into an Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings Associated with Tract 8133, Tassajara Highlands (recorded in the Official Records of the County of Alameda on September 6, 2016, as Series No. 2016225519, hereinafter "Agreement"); and

WHEREAS, upon the final inspection of the improvements located on Parcel E of Tract 8133, the City determined that certain stormwater features were located outside of the easement area identified in the Agreement; and

WHEREAS, the property owner, The Enclave at Tassajara Homeowners Association, and the City desire to enter into an amendment to the Agreement to revise the encroachment area to include the stormwater features and to provide for the property owner to maintain the encroaching features on Parcel E of Tract 8133; and

WHEREAS, the property owner has executed and filed with the City of Dublin the First Amendment to Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings Associated with Tract 8133, Tassajara Highlands, attached hereto as **Exhibit A**, which will be recorded against the property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the First Amendment to Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings Associated with Tract 8133, Tassajara Highlands, attached hereto as **Exhibit A** to this Resolution.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Recording Requested By:
CITY OF DUBLIN

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Fee Waived per GC 27383

FIRST AMENDMENT TO AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES, STORMWATER DETENTION, STORMWATER OUTFALL AND MITIGATION PLANTINGS WITHIN TRACT 8133,TASSAJARA HIGHLANDS

THIS FIRST AMENDMENT TO AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES, STORMWATER DETENTION, STORMWATER OUTFALL AND MITIGATION PLANTINGS ASSOCIATED WITH TRACT 8133, TASSAJARA HIGHLANDS ("First Amendment") is made between the City of Dublin ("City") and The Enclave at Tassajara Homeowners Association, a California non-profit homeowners association ("Owner").

RECITALS

A. WHEREAS, City and The Enclave, Inc., ("Prior Owner") entered into that certain Agreement for Long Term Encroachment for Landscape Features, Stormwater Detention, Stormwater Outfall and Mitigation Plantings Associated with Tract 8133, Tassajara Highlands dated August 25, 2016, and recorded in the Official Records of the County of Alameda on September 6, 2016, as Series No. 2016225519 (the "LTEA"); and

B. WHEREAS, Owner has obtained the property from the Prior Owner; and

C. WHEREAS, City and Owner have agreed to modify the location of the stormwater outfall that is part of the Stormwater Features described in the LTEA.

NOW, THEREFORE, the City and Owner do hereby agree as follows:

1. **Capitalized Terms; Incorporation of Recitals:** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the LTEA. The Recitals set forth above are

incorporated herein by this reference and made a contractual part hereof.

2. **Encroachment Features:** Exhibit B attached to the original LTEA is hereby deleted in its entirety and replaced with the version of Exhibit B attached hereto.

Dated this ____ day of _____, 2023

CITY:

THE CITY OF DUBLIN,
a municipal corporation

By: _____
Laurie Sucgang
City Engineer

OWNER:

THE ENCLAVE AT TASSAJARA HOMEOWNERS ASSOCIATION
a California non-profit homeowners association

ANISH PATEL

By: _____ DATE 09/01/23

President of the Board of Directors

PLEASE SEE
ATTACHED
09/01/2023

ACKNOWLEDGMENT

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 ALAMEDA

On 1st September, 2023 before me, PRRITY BHUPTANI, NOTARY PUBLIC,

personally appeared ANISH SHRENIK PATEL,

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 Prrity Bhuptani

Seal

PRRITY BHUPTANI
COMM. #2388063
Notary Public - California
Alameda County
My Comm. Expires Jan. 1, 2026

NRO1 NRO1

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LTEA Agreement

Document Date: _____ Identifying No.: _____ No. of Pages: _____

Signer(s) or Issuing Agency: _____

Capacity Claimed by Custodian

☐ Individual ☐ Attorney ☐ Trustee ☐ Business Proprietor or Manager

☑ Corporate Officer — Title: President of the Board of Directors for Enclave Inc.

☐ University or School Officer — Title: _____

☐ Governmental Officer or Agent — Title: _____

☐ Other: _____

Custodian Is Representing: _____

ENCROACHMENT AGREEMENT EXHIBIT "B"

TASSAJARA HIGHLANDS

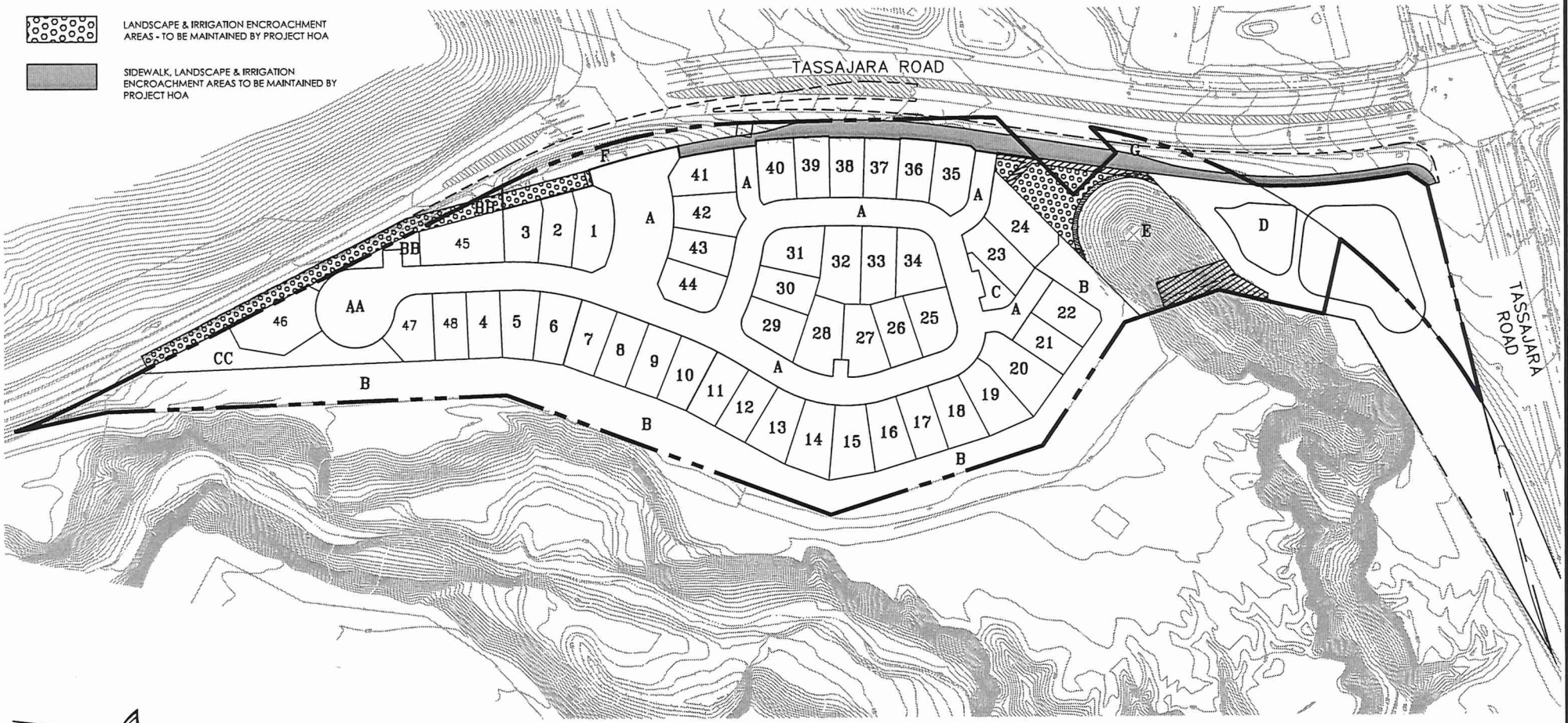
TRACT NO. 8133

CITY OF DUBLIN, CALIFORNIA

SEPTEMBER 2016

LEGEND

- STORM DRAIN ENCROACHMENT AREAS - TO BE MAINTAINED BY PROJECT HOA
- TRAIL AREA ENCROACHMENT AREAS - TO BE MAINTAINED BY PROJECT HOA
- LANDSCAPE & IRRIGATION ENCROACHMENT AREAS - TO BE MAINTAINED BY PROJECT HOA
- SIDEWALK, LANDSCAPE & IRRIGATION ENCROACHMENT AREAS TO BE MAINTAINED BY PROJECT HOA



NOT TO SCALE

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

4670 WILLOW ROAD. STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

J:\Jobs\3172_Tassajara Highlands\Tass Highlands-OA\Civil\Exhibits\EXH-LTEA-TASS-OA.dwg 9/28/2016 9:14 AM Karrie Mosca

③

2016225519 09/06/2016 08:30 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 0.00

10 PGS

Recording Requested By: First American Title
CITY OF DUBLIN

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Fee Waived per GC 27383

AP5
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NF
cd

AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES, STORMWATER DETENTION, STORMWATER OUTFALL AND MITIGATION PLANTINGS WITHIN TRACT 8133, TASSAJARA HIGHLANDS

THIS AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES, STORMWATER DETENTION, STORMWATER OUTFALL AND MITIGATION PLANTINGS ASSOCIATED WITH TRACT 8133, TASSAJARA HIGHLANDS ("Agreement") is made between the City of Dublin ("City") and The Enclave, Inc., a California corporation ("Owner").

1. **Property:** The subject property is a portion of Tract 8133, Tassajara Highlands, as filed in Book 343 of Maps at Pages 11 - 19, in the Official Records of the County of Alameda, State of California.

2. **Developer:** Owner is the developer of Tract 8133, Tassajara Highlands ("Project").

3. **Encroachment Features:** Owner, as part of the Project, anticipates the construction of (a) Project related landscape features within and adjacent to the City's right of way on Tassajara Road, including the area extending from the Tassajara Road right of way to the Trail Features (defined below) ("Landscape Features") (b) storm drain pipes, a stormwater detention basin and a stormwater outfall and related mitigation plantings ("Stormwater Features") on portions of the Property that will be transferred to the City pursuant to that certain Exchange Agreement dated August 12, 2014, as more particularly described in Exhibit A, attached hereto ("City Property") and (c) a public trail over a portion of the City Property (the "Trail Features"). The Landscape Features, the Stormwater Features and the Trail Features are referred to collectively herein as the "Encroachment Features". Construction details for these Encroachment Features are shown on the On-Site Improvement Plans and Off-Site Improvement Plans for Tract 8133 Tassajara Highlands, prepared by Wood Rodgers, with modifications as necessary for City approval. The

scope of the improvements covered under the agreement is shown on the attached Exhibit B.

4. **Encroachment Permit:** Owner shall apply to the City for an encroachment permit for work to be performed pursuant to this Agreement. The City must grant the encroachment permit for all work to install, operate and maintain the Encroachment Features improvements and all the conditions imposed by the City must be consistent with the provisions of this Agreement. If there is a conflict between any provisions of this Agreement and the encroachment permit, the provisions of this Agreement shall prevail over the conditions of the encroachment permit.

5. **Ownership:** Owner shall own (a) all special Landscape Features, including but not limited to fountains, arches, monuments, etc.; and (b) the storm drain pipes, stormwater outfall structure, required mitigation plantings and any other landscape features associated with the outfall installation.

6. **Operations and Maintenance:** Owner shall irrigate, maintain and repair the Landscape Features at its sole cost and expense and in a safe manner consistent with the approved plans to the reasonable satisfaction of the City. Maintenance of the Landscape Features shall include all landscape plantings, irrigation, and sidewalks within the designated areas together with electric power and water costs. Owner shall further maintain and repair the Stormwater Features and the Trail Features at its sole cost and expense. Owner will be responsible at its sole cost to replace or repair (a) any Landscape Feature damaged or removed during the construction, maintenance or repair of sewer, water, drainage or utility improvements by the City, Dublin San Ramon Service District or other utility company and (b) any Stormwater Feature damaged or removed during the construction, maintenance or repair of the adjacent culvert facility on the City Property, unless such damage or removal is caused by the negligence, gross negligence or willful misconduct of the City or its agents, contractors or employees. The City will maintain at its sole cost all asphalt concrete pavement, concrete curb and gutter, drainage improvements, traffic signs and striping, and streetlights and any other features in the public right of way. The City shall further maintain at is sole cost the culvert installation and associated landscaping and drainage improvements constructed or to be constructed on the City Property.

7. **Removal or Relocation:** If future improvements proposed by the City conflict with any of the Encroachment Features, the City may relocate the Encroachment Features at its sole cost, and, with respect to the Stormwater Features, subject to receipt of approval from all applicable state and federal governmental agencies. If any of the Encroachment Features are relocated, the City and Owner will execute a modification to

this Agreement to reflect the maintenance and operations at the new location of the Encroachment Features. Provided, however, the City is under no obligation to relocate any of the Encroachment Features.

8. **Permits, Agreements and Authorizations:** Owner hereby acknowledges that maintenance and repair of the Stormwater Features may require permits, agreements and/or authorizations from state and federal regulatory agencies including, but not limited to, the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Regional Water Quality Control Board, and California Department of Fish and Wildlife. Owner shall be responsible at its sole cost to obtain such permits, agreements and authorizations prior to any work on the Stormwater Features.

9. **Insurance:** Owner shall obtain and maintain in effect a combined single limit policy of liability insurance not less than one million dollars ($1,000,000) covering the Encroachment Features improvements and shall name the City as an additional insured.

10. **Indemnification:** Owner shall indemnify, defend and hold the City harmless from and against any and all loss, claims, liability damage or expense or cost the City may incur or become liable for or for which a claim is made by a third party, due to or arising out of Owner's construction, maintenance or operation of the Encroachment Features unless caused by the negligence, gross negligence or willful misconduct of the City, its agents, contractors or employees.

11. **Permanent:** The Encroachment Features and the rights appurtenant thereto as set forth in this Agreement shall exist in perpetuity, and shall be appurtenant to the Property and the City Property, as applicable.

12. **Right to Assign:** Upon prior written notice to the City, Owner may assign any and all rights, interests and obligations of Owner arising under this Agreement to the Home Owners Association for Tract 8133. Owner may further assign its rights, interests and obligations arising under this Agreement to a successor in interest of Owner with respect to all or a portion of the Project provided Owner obtains prior written approval from the City Manager, which approval shall not be unreasonably withheld, conditioned or delayed. With respect to any assignment requiring the City's Manager's approval, the City Manager shall consider and decide on such assignment within ten (10) days after Owner's notice thereof, provided all necessary documents and other information are provided to the City Manager to enable the City Manager to assess the assignment.

13. **Successors and Assigns:** Each reference to the "City" in this Agreement shall be deemed to refer to and include the City and all successors and assigns of City. All references to the "Owner" in this Agreement shall be

deemed to refer to and include TL Partners II, LP, and all successors and assigns, including but not limited to the Tract 8133 Home Owner's Association.

14. **Notices:** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered personally to the party to whom notice is to be given (including messenger or recognized delivery or courier service) or on the second day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, postage prepaid, and properly addressed as follows:

City: City of Dublin
100 Civic Plaza
Dublin, California 94568
Fax No. (925) 833-6651
Attn: City Manager

Owner: The Enclave, Inc.
12667 Alcosta Blvd., Suite 170
San Ramon, CA 94583
Fax No. (925) 380-1214
Attn. James L. Meek

15. **Exhibits:** All exhibits attached to this Agreement are incorporated herein as though they were set forth in full body of this Agreement.

16. **Partial Invalidity**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

17. **Entire Agreement**. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.

18. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Dated this 25th **day of** AUGUST **, 2016**

CITY:

THE CITY OF DUBLIN,
a municipal corporation

By: Andrew C Russell

~~Christopher L. Foss~~ ANDREW C. RUSSELL
~~City Manager~~ CITY ENGINEER

OWNER:

THE ENCLAVE, INC.,
a California corporation

By: _____
Name: J. Timothy Lewis
Title: President
AKA Jay Timothy Lewis

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Alameda

On **August 25, 2016** before me, Taryn Gavagan Bozzo, a Notary Public, personally appeared **Andrew C. Russell** 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.

TARYN GAVAGAN BOZZO
Commission # 1999876
Notary Public - California
Alameda County
My Comm. Expires Dec 3, 2016

Signature _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Placer)

On August 17, 2016 before me, Guadalupe V. Powell, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jay Timothy Lewis
Name(s) of Signer(s)

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.

GUADALUPE V. POWELL
Commission # 2076763
Notary Public - California
Placer County
My Comm. Expires Aug 30, 2018

Signature Guadalupe V Powell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT A

CITY PROPERTY

Parcel E as shown on the map of Tract 8133, Tassajara Highlands, as filed on 9-6, 2016, in Book 343 of Maps at Pages 11 - 19, in the Official Records of the County of Alameda, State of California.

EXHIBIT B

ENCROACHMENT FEATURES

LEGEND

STORM DRAIN ENCROACHMENT AREAS - TO BE MAINTAINED BY PROJECT HOA

TRAIL AREA ENCROACHMENT AREAS - TO BE MAINTAINED BY PROJECT HOA

LANDSCAPE & IRRIGATION ENCROACHMENT AREAS - TO BE MAINTAINED BY PROJECT HOA

SIDEWALK, LANDSCAPE & IRRIGATION ENCROACHMENT AREAS TO BE MAINTAINED BY PROJECT HOA

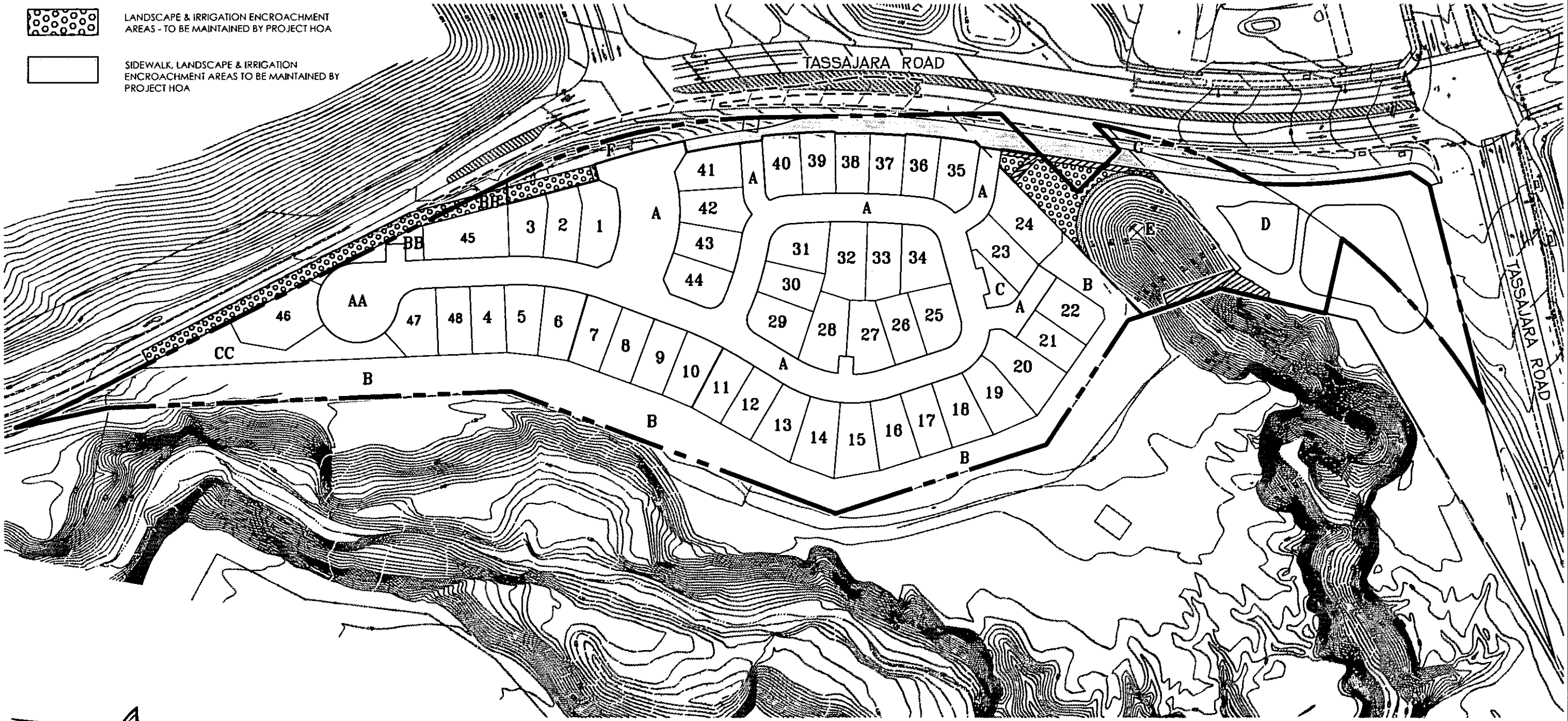
ENCROACHMENT AGREEMENT EXHIBIT "B"

TASSAJARA HIGHLANDS

TRACT NO. 8133

CITY OF DUBLIN, CALIFORNIA

AUGUST 2016



NOT TO SCALE

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

J:\Jobs\3172_Tassajara Highlands\Tass Highlands-OA\Civil\Exhibits\EXH-LTEA-TASS-OA.dwg 8/18/2016 3:37 PM Rebecca McKee

Clarity Copy Can be found at:
City of Dublin
100 Civic Plaza
Dublin CA 94568

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

9DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Civic Center Rehabilitation Project CIP No. GI0122 – Acceptance of Work
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider the acceptance of the Civic Center Rehabilitation Project. The project converted three existing spaces on the second floor of City Hall into six spaces to better address current staffing and operational needs.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Civic Center Rehabilitation Project, CIP No. GI0122.

FINANCIAL IMPACT:

The Civic Center Rehabilitation Project is complete, and the project funding and costs were as follows:

Project Funding Source	
General Fund Designated Reserves	$2,236,730.00
Total Funding	**$2,236,730.00**

Estimated Expenditures	
Construction Contract with Change Orders	$331,491.48
Furniture, Fixtures, and Equipment (FF&E)	$26,000.00
Contract Services, Design, Salary, and Testing	$142,508.52
Total Expenditures	**$500,000.00**

Estimated Project Balance	**$1,736,730**

Upon the City Council's acceptance of the project, the remaining budget will be retained within the Civic Center Rehabilitation Project CIP No. GI0122 to fund other renovation and rehabilitation

projects in the Civic Center.

DESCRIPTION:

On November 7, 2023, the City Council awarded a construction contract in the amount of $298,702 to C. Overaa & Co. for the Civic Center Rehabilitation Project, CIP No. GI0122. During construction, change orders were issued which resulted in the final construction contract amount of $331,491.48.

This project provided for various improvements to the Civic Center, reconfiguring three existing spaces into six spaces on the second floor of City Hall. The existing file room was divided into two spaces that can be configured as either offices or smaller meeting rooms. An existing conference room was reconfigured into an office and a small meeting space. The existing storage room was converted into a copier and printer alcove.

Staff has determined that the project is complete and recommends that the City Council accept the project.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A courtesy copy of this report was sent to C. Overaa & Co.

ATTACHMENTS:

1) Resolution Accepting the Civic Center Rehabilitation Project, CIP No. GI0122
2) CIP No. GI0122

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ACCEPTING THE CIVIC CENTER REHABILITATION PROJECT, CIP NO. GI0122

WHEREAS, on November 7, 2023, the City of Dublin entered into a Construction Contract with C. Overaa & Co. for the Civic Center Rehabilitation Project, with improvements that converted three existing spaces on the second floor of City Hall into six spaces; and

WHEREAS, said improvements have been completed in accordance with plans and specifications, and any approved modifications thereof, to the satisfaction of the City Engineer of the City of Dublin; and

WHEREAS, as a condition of the contract, C. Overaa & Co. is required to warranty the improvements for a period of one year following the completion of the work and maintain a maintenance bond in the amount of 10% of the final contract value.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby accept the Civic Center Rehabilitation Project, CIP No. GI0122 and authorize Staff to file a Notice of Completion with Alameda County.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the retention, if after 35 days of filing the Notice of Completion there are no subcontractor claims.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the maintenance bond at the end of the one-year warranty period.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Number – GI0122 **CIVIC CENTER REHABILITATION** **Program – GENERAL IMPROVEMENTS**

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of various rehabilitation and renovation projects at the Civic Center. Projects may include: renovation of all restrooms, showers, kitchenettes, and the employee break room; modifications to conference rooms; lighting and ceiling replacement; site improvements to the parking lot area and surrounding walkways of the Civic Center; plaza and landscaping improvements; building security evaluation and upgrades; repainting; and Americans with Disabilities Act (ADA) and Code upgrades. Interior repainting in select areas was completed during construction of the Civic Center HVAC and Roof Replacement project, and minor parking lot and walkway improvements are anticipated to be designed and constructed in conjunction with the Dublin Arts Center project. This project also includes the partitioning of three spaces into six on the second floor of the Civic Center.

This project is funded by General Fund Reserves. Other potential funding sources for the building security upgrades may include Federal and State public safety grants.

PROJECT TIMELINE: The project is currently in various stages of design or construction.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$80,140							$80,140
9200 – Contract Services	$511,590	$100,000						$611,590
9400 – Improvements	$1,425,000	$100,000						$1,525,000
9500 – Miscellaneous	$15,000	$5,000						$20,000
TOTAL	**$2,031,730**	**$205,000**						**$2,236,730**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1101 – General Fund Designated Reserves	$2,031,730	$205,000						$2,236,730
TOTAL	**$2,031,730**	**$205,000**						**$2,236,730**

Agenda Item 6.1

STAFF REPORT

CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Resolution Determining that the Public Interest and Necessity Require the Acquisition of a Portion of Certain Real Property Located at 5868 Tassajara Road (Alameda County APN 986-28-2) and a Temporary Construction Easement for the Construction of the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119

Prepared by: Laurie Sucgang, City Engineer & Laura D. Beaton, Special Counsel to the City

EXECUTIVE SUMMARY:

The City Council will consider adopting a Resolution of Necessity to authorize the commencement of an eminent domain action to acquire a portion of the property located at 5868 Tassajara Road (Assessor's Parcel Number 986-28-2) and a temporary construction easement for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Determining that the Public Interest and Necessity Require the Acquisition of a Portion of Certain Real Property Located at 5856 Tassajara Road, Dublin, CA (Alameda County APN 986-28-2) and a Temporary Construction Easement for the Construction of the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

The City Council must consider all evidence presented at the hearing on the Resolution, and must find and determine each of the following in order to adopt the Resolution: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury; (3) the property is necessary for the project; and (4) the City has made the offer required by Government Code section 7267.2 to the owners of record of the property.

FINANCIAL IMPACT:

The direct fiscal impacts include the costs of real property acquisitions, attorney fees and costs if the eminent domain action is filed, and administrative expenses. No residences or buildings are being taken. No person or business is being displaced or will need to relocate and there are no associated relocation expenses.

The amount of compensation that the City is required to pay the property owners to acquire a portion of the property is not at issue at this hearing. The amount of compensation will be determined in a court trial following adoption of the proposed Resolution of Necessity.

All costs to date associated with Staff, real property consultants, and attorneys are covered by the existing appropriated funds as approved in the 2024-2029 Capital Improvement Program (CIP) project budget for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School, CIP No. ST0119.

DESCRIPTION:

Background

The General Plan and Eastern Dublin Specific Plan identified Tassajara Road as a six- to eight-lane arterial roadway linking several developments in eastern Dublin with Contra Costa County to the north, where the roadway name changes to Camino Tassajara, and the I-580 freeway and City of Pleasanton to the south. In 1999 and 2004, the City adopted right-of-way lines for Tassajara Road, between I-580 and the northern boundary of Dublin Ranch Phase 1 as Ordinance No. 20-99, and between North Dublin Ranch Drive to the Alameda - Contra Costa County limit line as Ordinance No. 21-04.

In coordination with Contra Costa County, a revised alignment of Tassajara Road/Camino Tassajara was proposed between Palisades Drive in the City and Windemere Parkway in the County, to improve the existing horizontal alignment and to improve traffic safety.

In 2016, the City Council approved the addition of the Tassajara Road Realignment and Widening Project into the Five-Year Capital Improvement Program and directed Staff to proceed with the preliminary design of a revised alignment of Tassajara Road, which includes four lanes, instead of six lanes, north of North Dublin Ranch Drive. The reduction from six lanes to four lanes was supported by a study initiated by the City and Contra Costa County, “Tassajara Road/Camino Tassajara Capacity Analysis” (“Traffic Analysis”), which was based on up-to-date land-use estimates along with refined street network data anticipated in the Eastern Dublin Specific Plan (EDSP) and in the Eastern Dublin Environmental Impact Report (EIR). The Traffic Analysis concluded that reducing Tassajara Road/Camino Tassajara from six to four lanes (two in each direction) between North Dublin Ranch Drive in the City and Windemere Parkway in the County would result in similar levels of service at intersections, minimal traffic diversion to other roads, and minimal increase in travel times compared to a six-lane configuration.

On April 21, 2020, the City Council approved Resolution No. 31-20 adopting an amendment to the General Plan and EDSP changing the segment of Tassajara Road from North Dublin Ranch Drive to

the northern City limit with Contra Costa County to a four-lane arterial roadway. Soon thereafter, Staff and consultants proceeded with the design phase of the project to improve Tassajara Road from North Dublin Ranch Drive to Quarry Lane School to a four-lane arterial standard with bike lanes, sidewalks, landscaped median, stormwater treatment areas, street lighting, and other associated street improvements.

Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (Project)
The construction of the Project requires the acquisition of right-of-way along the west side of the roadway. A strip of land and a temporary construction easement over the property located at 5868 Tassajara Road, Assessor's Parcel Number 986-28-2, is required. The fee acquisition area is a strip of land along the Tassajara Road, consisting of approximately 1,972 square feet. Additionally, the City will require a temporary construction easement, along the fee acquisition strip, consisting of approximately 2,095 square feet. The temporary construction easement will be in place for a period of 12 months, which is necessary for construction of the Project. Together, the fee acquisition area and the temporary construction easement are referred to as the "Property," and are more particularly described in Exhibits A and B to the Resolution. The Property is owned by Javid Roshan and Zarmina Mayar.

The City sent a written offer to purchase the Property to the owners on February 6, 2023, based on the full appraised value of the Property as appraised by real estate appraiser Keith Shintani of Associated Right of Way Services, Inc. (Attachment 3). The City later provided an updated appraisal by the same real estate appraiser on February 20, 2023 (Attachment 4), and sent a new written offer that exceeded the updated appraisal amount. Additionally, written offers to purchase the Property in excess of the updated appraisal amount were sent to the owners on July 1, 2024, and on July 24, 2024 (Attachments 5 and 6). The City has made reasonable efforts to conclude negotiations in accordance with the requirements of Government Code section 7267.2. However, the City has been unsuccessful to date in attempts to acquire the Property through negotiations.

Adoption of the Resolution of Necessity and Findings
By adopting the proposed Resolution of Necessity, the City Council will authorize the filing of an eminent domain action to acquire the Property. The Resolution must be approved by a two-thirds vote of the City Council. Before adoption of the Resolution of Necessity, the City Council must make the following findings based on evidence presented at the hearing:

1. **The public interest and necessity require the Project.** The acquisition of the Property will enable the City to proceed with the Project. The Project is necessary to improve safety and traffic movement on Tassajara Road and will complete the street improvements between North Dublin Ranch Drive and Quarry Lane School, which includes a four-lane arterial standard with bike lanes, sidewalks, landscape median, stormwater treatment areas, street lighting, and other associated street improvements.

2. **The proposed project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.** The acquisition of the Property is consistent with the City's General Plan. No person or business is being displaced or will need to be relocated.

3. **The Property is necessary for the Project.** As previously stated, the Project requires the acquisition of the Property. There is no other land that could be acquired and used to complete the Project.

4. **The City has made the offer required by Government Code section 7267.2 to the owner of record.** As explained above, the City has made multiple offers to the owners and has made reasonable efforts to conclude negotiations in accordance with the requirements of Government Code section 7267.2. However, the City has been unsuccessful to date in attempts to acquire the Property through negotiations.

Environmental Review

On March 3, 2020, the City Council approved a CEQA Addendum to the Initial Study/Mitigated Negative Declaration (Resolution No. 17-20), which was previously adopted in 2004. The Addendum addressed the programmatic change in the number of ultimate travel lanes from six lanes to four lanes for a portion of Tassajara Road, including the subject segment from North Dublin Ranch Drive to Quarry Lane School. The right-of-way necessary to construct this segment is also addressed in the approved Addendum.

Policy Alternatives

The City Council may choose not to adopt the Resolution of Necessity and direct Staff to continue negotiations. Negotiations with the property owners can also continue after adoption of the Resolution of Necessity, or even after the filing of an action in eminent domain.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Long-Term Infrastructure and Sustainability Investments
Objective B: Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. The notice of the proposed Resolution of Necessity must be sent to "each person... whose name and address appears on the last equalized county assessment roll" (Code of Civil Procedure §1245.235(a)). This notice was provided to the property owners on August 5, 2024.

ATTACHMENTS:

1) Resolution Determining that the Public Interest and Necessity Require the Acquisition of a Portion of Certain Real Property Located at 5856 Tassajara Road, Dublin, CA (Alameda County APN 986-28-2) and a Temporary Construction Easement for the Construction of the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119
2) Exhibits A and B to Resolution – Property Description
3) Offer to Purchase and Appraisal Summary Statement, dated February 6, 2023
4) Offer to Purchase and Updated Appraisal Summary Statement, dated February 20, 2024

5) Offer to Purchase and Updated Appraisal Summary Statement, dated July 1, 2024
6) Offer to Purchase dated July 24, 2024
7) Notice of Intent to Adopt Resolution of Necessity, dated August 5, 2024

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUSITION OF A PORTION OF CERTAIN REAL PROPERTY LOCATED AT 5856 TASSAJARA ROAD, DUBLIN, CA (ALAMEDA COUNTY APN 986-28-2) AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE CONSTRUCTION OF THE TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT, CIP NO. ST0119

PROPERTY OWNERS: JAVID ROSHAN AND ZARMINA MAYAR
PROPERTY LOCATION: 5856 TASSAJARA ROAD, DUBLIN, CA
ALAMEDA COUNTY ASSESSOR'S PARCEL NO. 986-28-2 (PORTION)

WHEREAS, in order to construct the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119 ("Project"), the City of Dublin is vested with the power of eminent domain to acquire real property for the Project by virtue of Article 1, Section 19 of the Constitution of the State of California, California Code of Civil Procedure sections 1240.010-1240.050, 1240.110, and 1240.120; California Government Code sections 37350.5, 39792, and 40404; and Streets and Highways Code section 10102; and

WHEREAS, it is desirable and necessary for the Project for the City to acquire in fee a portion of the property located at 5868 Tassajara Road, Dublin, CA, along with a temporary construction easement (the "Property") to widen Tassajara Road from two to four lanes between North Dublin Ranch Drive and Quarry Lane School, and also to add bike lanes, sidewalks, landscaping, stormwater treatment areas, street lighting, and relocate utilities, in order to more efficiently and safely move vehicular, pedestrian, and bicycle traffic on Tassajara Road; and

WHEREAS, the Property is a portion of Alameda County Assessor's Parcel Number 986-28-2 in Dublin, California, and is more particularly described and depicted collectively in **Exhibits A and B** attached hereto, which is incorporated herein by this reference; and

WHEREAS, pursuant to Code of Civil Procedure section 1245.235, the City provided the owners of the Property notice of hearing to consider a resolution of necessity to acquire the Property, informing them of the date and time any interested person can be heard before the City Council on the following matters and to have the City Council consider testimony prior to deciding whether or not to adopt the proposed Resolution of Necessity to commence eminent domain proceedings:

(a) Whether the public interest and necessity require the Project;
(b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
(c) Whether the Property sought to be acquired is necessary for the Project; and
(d) Whether the City has made the offer required by Government Code section 7267.2 to the owners of record; and

WHEREAS, an offer was presented to the property owners, pursuant to Government Code section 7267.1 and 7267.2, and the City made reasonable efforts to conclude negotiations in accordance with the requirements of Government Code section 7267.2; and

WHEREAS, the City Council is satisfied that the requirements of the California Environmental Quality Act ("CEQA") have been met, and public notice has been given in the form provided by law as part of the various approvals for the Project, and members of the public have been given extensive opportunity for public review and comment; and

WHEREAS, on March 3, 2020, the City Council adopted Resolution No. 17-20 approving a CEQA Addendum to the Initial Study/Mitigated Negative Declaration, which was previously approved in 2004; and

WHEREAS, the City Council considered this matter as an item placed on its agenda at its regular meeting on August 20, 2024; and

WHEREAS, the finding and conclusions made by the City Council pursuant to this Resolution are based upon substantial evidence in the entire record before the City Council, and are not based solely on the information provided in this Resolution; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed, and considered all of the information and data in the administrative record, including each of the Project-related documents relevant to the adoption of this Resolution, including but not limited to the prior environmental review documents for the Project, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the City Council has duly considered all pertinent information presented to it on the issue before it, and specifically whether: (1) the public interest and necessity require the Project; (2) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the Property sought to be acquired is necessary for the Project; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin has found, determined, and ordered as follows:

1. The City of Dublin intends to acquire through the exercise of the power of eminent domain the real property identified above as the "Property" and more particularly described and shown in Exhibits A and B, attached hereto and incorporated by reference.

2. The public use for which the Property is to be taken is for the widening of Tassajara Road from two to four lanes and adding bike lanes, sidewalks, landscaping, stormwater treatment areas, street lighting, and relocating utilities between North Dublin Ranch Drive and Quarry Lane School (the "Project").

3. The City is authorized to acquire the Property for the Project pursuant to California Government Code sections 37350.5, 39792, and 40404, and Streets and Highways Code section 10102.

4. The City Council declares that is has found and determined each of the following:

   (a) The public interest and necessity require the Project.

(b) The Project is planned and located in the manner which will be most compatible with the greatest public good and the least private injury.

(c) The Property is necessary for the Project.

(d) The City has made the offer required by Government Code section 7267.2 to the owners of record of the Property as listed in the last equalized roll, and specifically to Javid Roshan and Zarmina Mayar.

5. The City of Dublin and its appropriate officers, employees, and agents are hereby authorized and empowered to:

(a) Acquire, in the name of the City of Dublin, the Property by condemnation in accordance with the provisions of the Eminent Domain Law and Constitution of the State of California;

(b) Prepare, file, and prosecute in the appropriate court, such proceedings in eminent domain as are necessary for the acquisition of the Property;

(c) Deposit the probable amount of just compensation with the appropriate authority; and

(d) Apply to a court of competent jurisdiction for an order permitting the City of Dublin to take immediate possession and use of the Property.

6. Notice and reasonable opportunity to appear and be heard on August 20, 2024, on the matters enumerated in the Code of Civil Procedure section 1240.030 has been given to each of the persons whose name and address appears on the County's last equalized roll and specifically to Javid Roshan and Zarmina Mayar.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:

1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
═══════ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'
POC

TASSAJARA ROAD

N
40 0 40
scale 1" = 40' feet

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm

190525_DOC_PLAT.dwg COPYRIGHT © 2021 BKF ENGINEERS

October 24, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road;

Thence along the northerly line of said lands (2013-350453), North 85º42'56" West 9.00 feet, said point also bring the **TRUE POINT OF BEGINING**;

Thence along said northerly line, North 85°37'49" West, 10.00 feet;

Thence leaving said northerly line, South 3°24'16" West, 214.22 feet to the southerly line of said lands;

Thence along said southerly line, South 86°09'04" East, 10.00 feet;

Thence leaving said southerly line the following five (5) courses:

1) North 3°24'16" East, 130.51 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,095 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
═══════ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N85°37'49"W	10.00'
L2	S86°09'04"E	10.00'
L3	N86°35'44"W	0.67'
L4	S86°35'44"E	0.67'
L5	N03°24'16"E	14.51'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

S3°24'16"W 214.22'

L2 L3 L1

N3°24'16"E 130.51' N3°24'16"E 69.11' L5 TPOB

L4

N85°42'56"W
9.00'

TEMPORARY CONSTRUCTION EASEMENT
2,095 SQ.FT.±

N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF
BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 10/24/2022 Chkd. WS
SHEET 1 OF 1

Plot Oct 24, 2022 at 10:42am

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DUBLIN
CALIFORNIA
THE NEW
AMERICAN
BACKYARD

February 6, 2023

Javid Roshan and Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

Re: Tassajara Road Improvements
North Dublin Ranch Drive to Quarry Lane School Project
Site Address: 5868 Tassajara Road, Dublin, CA
APN: 986-0028-002-00

Dear Property Owner:

In connection with the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project (Project), this letter and accompanying paperwork contains updated material related to the City's offer to purchase property for this public project.

Attached for your review are the following documents:

1. Appraisal Summary Statement and Summary of the Basis of Just Compensation
2. Summary Statement Relating to the Purchase of Real Property or an Interest Therein
3. Property Purchase Agreement
4. Grant Deed
5. Grant of Temporary Construction Easement
6. Property Acquisition Information Pamphlet

Please review the documents closely. This offer in the amount of $78,600.00 is made in accordance with the requirements of Section 7267.2 of the Government Code and represents the value of the property interests proposed to be acquired as determined by an independent state licensed and certified appraiser. If there is a lessee in possession of the property and improvements are being acquired, or any other holder of an interest in the subject property, an offset statement or equivalent declaration would be required to confirm respective ownership of those improvements. Quitclaim Deeds from any lessees or other interest holders as to the area being acquired whether or not improved may also be necessary.

We are prepared to meet and discuss the proposed acquisition with you at your convenience. The City's consultant assigned to assist you is Rosalyn Zeigler and she can be reached at (925) 691-2872. The City will assist in processing all documents, including providing notary public services, and escrow. Expenses incidental to transfer of title to the City are paid by the City and these are detailed in the Purchase Agreement.

Sincerely,

Andrew Russell, PE
Public Works Director

Enclosures
cc: William Wahbeh, PE, Associate Civil Engineer, City of Dublin
Laurie Sucgang, PE, City Engineer, City of Dublin
Michael Boitnott, Capital Improvement Program Manager, City of Dublin
Rosalyn Zeigler, AR/WS

City Council
925.833.6650
City Manager
925.833.6650
Community Development
925.833.6610
Economic Development
925.833.6650
Finance/IT
925.833.6640
Fire Prevention
925.833.6606
Human Resources
925.833.6605
Parks & Community Services
925.833.6645
Police
925.833.6670
Public Works
925.833.6630

100 Civic Plaza
Dublin, CA 94568
P 925.833.6650
F 925.833.6651
www.dublin.ca.gov

CITY OF DUBLIN
APPRASAL SUMMARY STATEMENT AND APN: 986-0028-002-00
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

BASIC PROPERTY DATA

OWNER:	Javid Roshan and Zarmina Mayar
PROJECT:	Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School
PROPERTY ADDRESS:	5868 Tassajara Road, Dublin, California
DATE PROPERTY ACQUIRED BY OWNER:	Over five (5) years
ZONING:	PD RESO. 104-94 (Planned Development)
GENERAL PLAN:	Stream Corridor; Medium Density Residential
PRESENT USE: HIGHEST AND BEST USE ①:	Owner-occupied Residential As Vacant: Medium density residential development at the highest density allowed and approved by the City As Vacant (Porterville Premise): Single-family residential lot As Improved: Continued use of the existing improvements with redevelopment potential.
TOTAL PROPERTY AREA:	1 Acre or 43,740 square feet (sf)
PROPERTY RIGHTS PROPOSED TO BE ACQUIRED:	Partial Fee Simple: 1,972 sf. Temporary Construction Easement: 2,095 sf.
DATE OF THIS VALUATION:	March 18, 2022

BASIS OF VALUATION

The just compensation being offered by the City of Dublin (City) is not less than the City's approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales of comparable properties and income data are utilized. Principal transactions of comparable properties, where evaluated, are included herein on Page 8. The appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

California Code of Civil Procedure Section 1263.320 defines fair market value as follows:

a.) The fair market value of the property taken is the highest price as the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b.) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The market value for the property proposed to be acquired by the City is based upon Code of Civil Procedure Section 1263.320a as defined above.

Value of the Entire Property: $ 475,000 (on a lot basis)

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

Value of the Property Rights proposed to be acquired:

A. Fee Simple Land and included Site Improvements: $ 70,991.00

Property Rights Appraised	Land Area (Sq.Ft.)		Estimated Value / Sq.Ft.		Estimated Value
Partial Fee Simple Acquisiton	1,972	x	$10.86	=	$21,416
Total Proposed Fee Simple Land Acquisition:					**$21,416**

Site Improvements	Sq. Ft. / Ln. Ft. / Units		Replacement Cost New ($/Unit)		Less Depreciation	=	Estimated Value
Wooden fencing	240	x	$50.00	-	25%	=	$9,000
Wooden gate	14	x	$50.00	-	25%	=	$525
Automatic gate	1	x	$3,500.00	-	25%	=	$2,625
Brick pavers	208	x	$21.00	-	25%	=	$3,276
Aggregate paving	48	x	$15.00	-	25%	=	$540
Tower lights	2	x	$3,000.00	-	25%	=	$4,500
Chicken coop	1	x	$1,000.00	-	0%	=	$1,000
Landscaping	1,282	x	$17.00	-	0%	=	$21,794
Water fountain	1	x	$6,000.00	-	0%	=	$6,000
Pergola	15	x	$28.00	-	25%	=	$315
Total Site Improvement Acquisitions:							**$49,575**

B. Improvements Pertaining to the Realty ②: $ N/A
C. Permanent Easement: $ N/A
D. Temporary Construction Easement $ 2,275.00

Property Rights Appraised	Land Area (Sq. Ft.)		Estimated Value / Sq. Ft.		Rental Rate / Month		Duration (Years)		Estimated Value
Temporary Construction Easement	2,095	x	$10.86	x	10%	x	1	=	$2,275
Total Proposed Temporary Construction Easement Acquisition:									**$2,275**

$ 73,266.00
(Sum of items A thru D)

Severance Damages③:

In addition to determine the market value of the parcel sought to be acquired severance damages were considered. Severance damages are determined based on whether or not the remainder would be diminished in value by reason of the proposed acquisition and/or by the construction of the improvement in the manner proposed. Some severance damage may be mitigated or entirely eliminated by estimating the cost to cure the damage. Where severance damages are found, offsetting benefits are determined. (See Page 11 – Benefits

defined.) Under California law, benefits can only be offset against severance damages. If no severance damages are found, there is no application of offsetting benefits.

No severance damages were found for the following reasons: Cost of curing the severance has been determined to be the best measure of severance for the proposed acquisition. The cost to cure is estimated to be $5,262.00 and its breakdown is as follows on the next page:

E. Cost to Cure Damages: $ 5,262.00

Site Improvements	Sq. Ft. / Ln. Ft. / Units		Replacement Cost New ($/Unit)		Less Amount In Improvements		Estimated Value
Wooden fencing	217	x	$50.00	-	$8,138*	=	$2,712
Wooden gate	14	x	$50.00	-	$525	=	$175
Automatic gate	1	x	$3,500.00	-	$2,625	=	$875
Tower lights	2	x	$3,000.00	-	$4,500	=	$1,500
Total Damages (Cost to Cure):							**$5,262**

*Represents the value concluded in the improvement section for the amount of fencing being replaced as a cost to cure on a linear foot basis

F. Incurable Damages: $ N/A

Total Damages: $ 5,262.00
(Sum of items E & F)

Benefits④: $ Not Quantified

JUST COMPENSATION FOR ACQUISITION: **$ 78,528.00**

Rounded to: $ 78,600.00

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL

The Sales Comparison approach is based on the consideration of comparable land sales.

Indicated value by Sales Comparison Approach: $ 475,000 or $10.86 per sf

See page 8 for principal transactions

The income and cost approaches are not considered applicable to this assignment since these approaches do not typically apply to the valuation of land.

SUMMARY OF THE BASIS FOR JUST COMPENSATION
Narrative summary of the valuation process supporting compensation:

Project Description
The project involves a redesign of portions of the future widening of Tassajara Road within the proposed project limits. Much of the roadway has already been developed as part of the Eastern Dublin Specific Plan even before the Plan was adopted. The current project proposed a reduction in the number of travel lanes for currently unimproved and improved portions of Tassajara Road from six to four lanes. Roadway reductions would be implemented as part of road improvement projects undertaken by the City as part of the Capital Improvement Project.

Two segments of existing Tassajara Road are proposed for improvements to four travel lanes. The City proposes to undertake the initial phase of the road widening improvements, identified as Segment 1, in the immediate future. The northern segment (Segment 2) extends from north of Palisades Drive-Kylemore Entry intersection on the south to the northern city limit. The southern segment of the road (Segment 1) stretches from a point located north of North Dublin Ranch Drive to a point just south of the southern boundary of Quarry Lane School.

Property Description
Larger Parcel
There are three criteria, or tests, for determining the larger parcel. These are: unity of ownership; contiguity; and unity of use. Abutting parcels to the subject are under different ownership. It has been concluded that assessor's parcel number 986-28-2 comprises a single economic unit and is the larger parcel or subject property.

Site Description
The subject property is located on the west side of Tassajara Road in the City of Dublin. The property has approximately 215 linear feet of frontage along Tassajara Road. Near the subject property, Tassajara Road is a two-lane, two-directional arterial roadway that traverses in a north-south direction between Fallon Road and Interstate-580. The area near the subject property is comprised primarily of single family residential, rural residential, agricultural and public properties. The subject site appears to be currently used for residential purposes. Further south toward Dublin Boulevard and Interstate 580 are a variety of uses including single family and multifamily residential uses, retail centers, restaurants, offices, medical uses, and automotive dealerships. The subject property is just northeast of the Alameda County Santa Rita Jail.

The Alameda County Assessor identifies the subject property as Assessor's Parcel Number 986-0028-002-00, as previously described. According to public records, the site is 1 acre or 43,740 square feet in size. The subject is generally level in topography, except for the area within the creek. Surrounding areas are rolling and hilly in topography. The subject site is rectangular in shape with the Tassajara Creek crossing the rear of the property.

Improvement Description
The subject property appears to be improved with a single-family dwelling and various ancillary structures. However, the buildings located on the subject property are not impacted by the proposed acquisition, so an interior inspection of the structures were not performed, nor were they measured. The improvements are assumed to be adequately served by an on-site well and septic system.

Site improvements located within the proposed acquisition area include portions of wooden fencing, a wooden gate, an automatic gate, brick pavers, aggregate paving, tower lights, a chicken coop, landscaping, water fountain, a pergola, and a mailbox.

Personal Property Description
A detailed inventory of personal property on the subject property was not taken by the Appraiser. No interior inspection was made of the structures located on the subject property, since these improvements were not located in the proposed acquisition areas. Therefore, items of personal property within the structures are unknown, but are assumed to be typical of the market for similar improvements. Various miscellaneous items were observed within the proposed acquisition areas at the time of inspection.

Zoning and Highest and Best Use:
The zoning category for the subject is PD RESO. 104-94 (Planned Development).

According to the Dublin Municipal Code, the purpose of the Planned Development District is to:

A. Establish a Planned Development Zoning District through which one or more properties are planned as a unit with development standards tailored to the site.
B. Provide maximum flexibility and diversification in the development of property.
C. Maintain consistency with, and implement the provisions of, the Dublin General Plan and applicable Specific Plans.
D. Protect the integrity and character of both residential and non-residential areas of the City.
E. Encourage efficient use of land for preservation of sensitive environmental areas such as open space areas and topographic features.
F. Provide for effective development of public facilities and services for the site.
G. Encourage use of design features to achieve development that is compatible with the area.
H. Allow for creative and imaginative design that will promote amenities beyond those expected in conventional developments.

Permitted uses. No use other than an existing use is permitted in a Planned Development Zoning District except in accordance with a Development Plan adopted pursuant to the Planned Development Zoning District chapter of the municipal code.

PD Resolution No. 104-94 appears to indicate a PD - Single Family zoning district (0.9-6.0 dwelling units per acre), which is established to: a) reserve appropriately located areas for family living at reasonable population densities consistent with sound standards of public health and safety; b) ensure adequate light, air, privacy and open space for each dwelling; c) provide space for semi-public facilities needed to complement urban residential areas and for institutions that require a residential environment; and d) accommodate single family housing, including a wide range of units from small-lot and zero-lot line units to large-estate units.

The zoning designation appears to be outdated and not to be consistent with the General Plan and Specific land use designations, which are designated for more intense uses. According to the City's Community Development

Department, a new development would typically have a new planned development plan put in place, which would establish development standards and regulations.
The General Plan land use designation for the subject is a mix of Stream Corridor; Medium Density Residential.

According to the General Plan Land Use Map, the Stream Corridor designation is categorized under the Public/Semi-Public/Open Space classification. As stated in the General Plan, the intent of the Open Space "designation is to ensure the protection of those areas with special significance such as areas with slopes over 30 percent; stream and drainage way protection corridors; woodlands; and visually-sensitive ridgelands. The City may allow only open space uses on this land. Equestrian, riding, and hiking trails will be encouraged. Other types of recreational uses, agriculture and grazing may be permitted where appropriate."

The Conservation Element of the General Plan states guiding policies for stream corridors and riparian vegetation.

1. Protect riparian vegetation as a protective buffer for stream quality and for its value as a habitat and aesthetic resource
2. Promote access to stream corridors for passive recreational use and to allow stream maintenance and improvements as necessary, while respecting the privacy of owners of property abutting stream corridors.

According to the City's Engineering Department, pursuant to Section 7.74.110 Watercourse protection, setbacks from a watercourse are thirty feet (30') of the centerline of any creek or twenty feet (20') of the top of a bank. Additionally, the City's Community Development Department indicated that these setbacks would likely be the minimum, but development requirements may be greater.

As stated in the General Plan, the Residential: Medium Density "designation allows attached residential units and typically includes detached, zero-lot line, duplex, townhouse, and garden apartment development. A second unit (either attached or detached is also permitted on individual parcels.) The density range for the medium density residential designation is 6.1 to 14.0 units per gross residential acre.

Additionally, the subject property is within the Eastern Dublin Specific Plan with a mix of land use designations of Open Space and Medium Density Residential. As stated in the Specific Plan, the Open Space designation "protects areas with important and/or sensitive resources and areas with natural hazards from development. Open Space lands include: areas dedicated to the City as open space; areas with slopes predominantly over 30%; stream and drainage way protection corridors; woodlands; visually-sensitive ridgelands; and grazing lands. In general, open space lands are to be preserved with minimal development. Privately held agricultural land can be used for agricultural production and grazing. Structures related to these agricultural activities will be permitted. In sensitive resource areas and areas set aside to protect public health and safety, uses will be limited to passive recreation (i.e., walking, hiking, etc.). Development in these areas will be limited to trail improvements.

As stated in the Specific Plan, the Residential: Medium Density "provides for a mix of single family detached and attached units and multi-family units. The density range allows for detached, zero-lot line, duplex, townhouse, and garden apartment development. It is intended that within areas with this designation, that dwelling unit types and densities would be varied to accommodate a range of housing needs. Assumed household size is 2.0 persons per unit." The density range for the medium density residential designation is 6.1 to 14.0 units per gross residential acre.

As If Vacant
In the case of the subject property, the legally permissible uses are determined by the City of Dublin, which has zoning jurisdiction over the subject. As indicated earlier, the subject property is zoned PD RESO. 104-94 (Planned Development), which does not permit uses other than an existing use except when a Development Plan is adopted. PD Resolution No. 104-94 appears to indicate a PD - Single Family zoning district (0.9-6.0

dwelling units per acre). The zoning designation appears to be outdated and not to be consistent with the General Plan and Specific land use designations, which are designated for more intense uses. The General Plan land use designation for the subject is a mix of Stream Corridor and Medium Density Residential. The Eastern Dublin Specific Plan designates land uses for the subject as a mix of Open Space and Medium Density Residential.

The subject property is approximately 1 acre or 43,740 square feet. The subject is generally level in topography, except for the area within the creek. The subject site is rectangular in shape with the Tassajara Creek crossing the rear of the property. The market for residential properties over the past several years, including vacant residential land and rural residential sites, has improved considerably. The highest and best use of the subject property, as if vacant, would be for medium density residential development at the highest density allowed and approved by the City.

As Improved
The subject property appears to be improved with a single-family dwelling and various ancillary structures. The subject property has a mix of Stream Corridor/Open Space and Medium Density Residential land use designations according to General Plan and Eastern Dublin Specific Plan. The western portion of the property is designated Stream Corridor/Open Space primarily where the Tassajara Creek crosses the property and a portion of the level area of the site. The eastern portion is designated Medium Density Residential. The highest and best use of the subject property, as improved, is for the continued use of the existing improvements with redevelopment potential in the future once land value exceeds the value at the current improved use.

Dedication Requirements
In addition to state statutes, court decisions govern the appraisal of land required for public improvements. Two cases, City of Porterville v. Young and City of Fresno v. Cloud recognize the power of local jurisdictions to require the dedication of land as a condition of obtaining development approval and are a consideration in evaluating the highest and best use at which the property is appraised.

The City of Dublin currently has a dedication policy. According to the City's Land Development Department, subject property would be subject to dedication requirements per the below references:

- Per DMC section 7.72.020, for building permits and various planning entitlements including Condition Use Permits, Site Development Review, Variance, and Planned Development, if the proposed project will result in an increase in traffic generation or adversely affect public safety then dedication and improvements are required.
- Per DMC section 7.72.050, exceptions, the provisions of Section 7.72.020 shall not be applicable to a building permit issued for construction, reconstruction, or remodeling of a single-family or two (2) family dwelling, unless such reconstruction or remodeling converts such dwelling or portion thereof to any other use.
- Per DMC section 9.08.090 (B) and 9.08.100 (B), for subdivisions the City can condition right of way dedications.

It is understood that the subject property would be subject to dedication requirements if a permit to develop were applied for by the owner. The owner would be required to dedicate land for the roadway of Tassajara Road.

Where a portion of property would typically be required to be dedicated for a public use as a condition of obtaining development approval for a higher or more profitable use, that portion of the property being acquired for the same public use prior to the imposition of the dedication requirement is appraised at the use that is permissible without triggering a dedication requirement. Therefore, the subject underlying land is appraised consistent with its current residential use, as a single-family residential lot.

Valuation Approach

Sales Comparison Approach

Since the proposed acquisitions will include only land and site improvements, only the value of the land has been estimated, by applying the Sales Comparison Approach. The prices paid for land with similar development potential as the subject provide a basis for estimating the value of the subject by comparison. The concluded unit value has been used to value the proposed acquisitions.

A modified cost approach was used to value site improvements that will be affected as a result of the project. The income approach was not utilized because sellers, buyers, and our peers in this market rarely rely on this approach when offering, purchasing, or valuing land similar to the subject underlying land.

Research was conducted to find comparable land sales in the subject's market area. The comparable sales were researched, inspected, and verified to the extent possible. Those that could not be confirmed with a party to the transaction were verified through public records, subscription services and other sources. The following table displays a summary of the selected sales reflecting the actions of buyers and sellers in the marketplace and judged to be most representative of current market conditions for the subject property.

Sales Data Summary Table

Residential Lot Sales Data

No.	Address City, State APN	Type of Transaction COE	Parcel Size (Acres) Parcel Size (Sq. Ft.)	Zoning General Plan	Sales Price
RL-01	6590 Sunnyslope Ave Castro Valley, CA (uninc.) 85A-1600-4-3	Sale 01/18/22	1.28 55,757	R1-L-BE-CSU-RV (Single Family Residential) CVGP-RM (Castro Valley General Plan - Resource Management)	$631,000
RL-02	5123 Jensen Rd Castro Valley, CA (uninc.) 85-5475-3	Sale 08/05/21	0.26 11,520	PD-1489 (Planned Development) CVGP-RR (Castro Valley General Plan - Rural Residenital)	$368,000
RL-03	Jensen Rd Castro Valley, CA (uninc.) 85A-350-2-8	Sale 06/23/21	1.65 71,874	PD-1489 (Planned Development) CVGP-RR (Castro Valley General Plan - Rural Residenital)	$640,000
RL-04	5427 Jensen Rd Castro Valley, CA (uninc.) 85A-6436-6	Sale 05/05/21	3.61 157,171	PD-1876 (Planned Development) Rural Density Residential	$634,000
RL-05	5427 Jensen Rd Castro Valley, CA (uninc.) 85A-6436-5	Sale 05/05/21	0.92 40,168	PD-1876 (Planned Development) Rural Density Residential	$475,000
Subject	5868 Tassajara Rd Dublin, CA 986-28-2	**DOV** **03/18/22**	1.00 43,740	PD RESO. 104-94 (Planned Development) Stream Corridor; Medium Density Residential **Under Premise of Porterville:** Single-Family Residential Lot	**N/A**

Land Value Conclusion (Unencumbered)
The five comparable land sales range from an unadjusted sales price of $368,000 to $640,000. After making adjustments for property characteristics and market factors, the comparable sales indicate value range for the subject above $368,000, below $631,000 and near $475,000, indicated by Comparables RL-02, RL-01 and RL-05 respectively. Comparable RL-01 is the most recent sale, is smaller than the subject property, but sold with entitlements. Comparable RL-02 required removal of an old foundation, sold in inferior market conditions, is the smallest comparable sale, had inferior site utility, but is located judged to be in a superior location and sold with entitlements. Comparable RL-05 sold in inferior market conditions and had inferior site utility, but is judged to be in a superior location. Based on the foregoing data, while considering the definition of market value, the land of the subject property is judged to warrant a value toward the upper end of the comparable sales or $475,000 on a lot basis, as of the date of value.

Fee Simple Acquisition
The proposed partial fee simple acquisition is located along the eastern portion of the subject property that fronts Tassajara Road. The proposed acquisition is a long narrow strip consisting of 1,972 square feet, approximately 9 feet in width and 214 feet in length along the frontage of the property.

Temporary Construction Easements
The proposed temporary construction easement is located along the eastern portion of the subject property near Tassajara Road. The proposed easement is situated adjacent to the proposed partial fee simple acquisition to the west. The proposed acquisition is a long narrow strip consisting of 2,095 square feet, approximately 10 feet in width and 214 feet in length. The proposed temporary construction easement is needed for a period of one year.

An easement is defined as an interest in the land of another person or entity, which entitles the owner of such an interest to a limited use, or enjoyment of the land area so encumbered. It can either be affirmative by allowing some act or actions on the land, or negative by precluding doing certain things with the land so encumbered. The easement is an interest in real property and is considered non-possessory. The holder of an easement has only such control of the land as is necessary for the purpose of using the easement. Others using the land may not interfere with the use of the easement.

It is commonly understood that the fee interest in land is a 100% ownership. Because land can be divided into various rights, a concept of a “Bundle of Rights” exists. The proposed easement requires only specific rights, which are a portion of the rights. The easement deed defines those rights. The fee ownership will remain the same.

The imposition of an easement requires that the Appraiser analyze the effect on the land and any existing or proposed improvements. The valuation of the rights to be acquired and the limitations imposed on the grantor’s use of the easement area have been analyzed to determine a reasonable allocation for the rights acquired and those remaining to the property owner/grantor. This division or allocation may be expressed as a percentage of the fee simple interest. The valuation of a temporary use of a portion of a property is based on an estimated reasonable rental rate for the land and/or a reasonably expected rate of return for an alternative short-term investment for a specified period of time. Upon expiration of the temporary construction easement, all previous land rights and use of the land revert back to the owner.

Residential land does not typically lease. Leases for other property types are predominately for much larger and typical-shaped areas, and often for longer terms. Shorter term leases, or leases of smaller areas (such as for cell towers or advertising signs), often command a higher rate of return. Leases of areas similar to the project temporary construction easement would be expected to command a relatively high rate of return. A reasonable rate of return on the value of land is determined to be 10% annually.

Site Improvements in Acquisition Areas
Site improvements located in the proposed acquisition areas include portions of wooden fencing, a wooden gate, an automatic gate, brick pavers, aggregate paving, tower lights, a chicken coop, landscaping, water fountain, a pergola, and a mailbox. According to the construction plans provided by the Client, the mailbox is planned to be relocated as part of the construction of the project. Therefore, an estimate has not been included for the mailbox.

The contributory value of the site improvements located in the proposed acquisition areas was considered and it has been concluded that the depreciated replacement cost is equal to market value. Marshall Valuation Service (MVS), a construction cost service widely in use by appraisers, and online resources were utilized to estimate the replacement cost. Delivery and installation were included in the costs where appropriate.

Damages & Benefits
Damages generally occur when the acquisition of a portion of a property results in the remaining property having less value after the acquisition and construction of the project in the manner proposed than it had as part of the original property prior to the taking. Stated another way, after the acquisition of a portion of the property and construction of the project in the manner proposed, the value of the remaining property is less than it was as part of the entire property before the taking.

Cost to Cure
As a result of the project, site improvements will be removed, including wooden fencing, a wooden gate and an automatic gate used to border and secure the subject property. Additionally, two tower lights that illuminate the subject property would be removed. It has been judged that there would be a diminution in value to the remainder by removing these site improvements. The cost to cure the damage as a result of removing these site improvements is the replacement cost less the depreciated value previously indicated and accounted for.

After the project, the subject property retains a similar overall utility in comparison with the before condition. Therefore, no permanent damages are judged to accrue to the remainder as a result of the proposed acquisitions required for the project or from the construction of the project as proposed, once the preceding items have been cured.

Benefits
Since no permanent damages accrue as a result of the proposed acquisitions, benefits have not been quantified.

Construction Contract Work (CCW)
The Contractor will notify the owner by written notification seven (7 calendar days) and 24 hours in advance of beginning any work at the property. Prior to construction, the Contractor will be responsible to first install (and continually maintain) temporary 6-foot chain link fence at the temporary construction easement (TCE) limit. Once the temporary chain link fence is installed, the Contractor will remove the Property Owner's existing wood fence, two tower lights, automatic metal gates, wood animal pen, a portion of the rock landscape wall, driveway pavers, and mail box. The Contractor shall place the mailbox at a temporary location so that access to the mailbox will not be impaired. The Contractor will maintain access to the property during construction and would coordinate with the property owner (and approved by the City) if any access to the property is temporarily closed.

The Contractor will perform general clearing, grubbing and grading activities within the TCE and fee acquisition. The Contractor will then construct curb, gutter, sidewalk, retaining curb and landscaping along the subject street frontage. The Contractor will also construct new asphalt concrete driveway approaches from Tassajara Road to the TCE limits to conform to both of the property owner's existing driveway openings. The Contractor will place the mailbox to the permanent location as designated by the Engineer.

The Property Owner will be responsible to install fence, automatic metal gates and light towers. Once the permanent fence and gates are installed, the Contractor will remove the temporary chain link fence.
PG&E will relocate the service pole and service connection behind the proposed sidewalk.

DEFINITIONS*

① Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

② Improvements Pertaining to the Realty (if any)

Machinery, Fixtures and Equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty.

③ Severance Damages (Applies to Proposed Partial Acquisitions)

The appraisal also determines whether or not the City's proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages. (Cost to Cure)

④ Benefits (Applies to Proposed Partial Acquisitions)

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

**These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

Appraisal Summary and Offer of Just Compensation
Authorized and Approved for Presentation:

City of Dublin

By: Andrew C Russell
Andrew Russell, PE

Title: **Public Works Director**

Date: February 6, 2023

CITY OF DUBLIN
SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Dublin (City) is proposing to purchase real property or interests therein in connection with the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project ("Project").

Your property located at 5868 Tassajara Road, Dublin, California, is within the project area and identified by your County Assessor as Parcel Number 986-0028-002-00.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property proposed to be purchased unless you waive such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as owners or tenants of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interests proposed to be acquired are: 1,972 square feet (sf) Fee Simple and 2,095 sf Temporary Construction Easement as described in the Property Purchase Agreement and in the Appraisal Summary Statement and Statement of the Basis of Just Compensation delivered contemporaneously with this document.

4. The market value of the property proposed to be acquired is based upon a market value appraisal which is summarized on the attached Appraisal Summary Statement and such amount:

   A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;

   B. Is not less than the approved appraisal of the fair-market value of the property as improved;

   C. Disregards any decrease or increase in the fair-market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

   D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

6. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

7. Pursuant to California Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, City will pay for the actual reasonable costs up to $5,000 subject to the following conditions:

A. You, not City, must order the appraisal. Should you enter into a contract with the selected appraiser, City will not be a party to the contract.

B. The selected appraiser must be licensed with the California Bureau of Real Estate Appraisers (BREA).

C. Appraisal cost reimbursed requests must be made in writing, and submitted to the City of Dublin at 100 Civic Plaza, Dublin, CA, 94568 within 90 days following completion of the appraisal. Copies of the contract (if a contract was made), appraisal report or summary statement of valuation data, and invoice for completed work by the appraiser must be provided to City concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

8. Pursuant to California Code of Civil Procedure Section 1263.615, the City is unable to offer to lease to you the Subject Property for your continued use after the City acquires the Subject Property, because the City will begin the Project within two years of the acquisition.

CITY OF DUBLIN
PROPERTY PURCHASE AGREEMENT

In consideration of the terms and conditions set forth in this Property Purchase Agreement (the "Agreement") **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("GRANTOR") shall deposit in an escrow designated by the **CITY OF DUBLIN, a Municipal Corporation** ("CITY"), a Grant Deed suitable for recordation and conveying from GRANTOR to CITY fee simple title as indicated in Attachment 1, incorporated herein by this reference; and a Temporary Construction Deed suitable for recordation and conveying from GRANTOR to CITY any and all rights as indicated in Attachment 2, incorporated herein by this reference.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. Entire Agreement

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Grant Deed and Temporary Construction Easement and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

2. CITY shall

A. Pay the sum of SEVENTY-EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($78,600.00) for the property identified in Exhibits attached hereto and made a part hereof, to the following title company: First American Title Company, for the account of the GRANTOR, Escrow No. 5026900-6247215 conditioned upon the property vesting in CITY free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes except any exceptions to title which are acceptable to CITY as said exceptions are identified in the title report relating to the subject property issued by the above Title Company bearing the escrow number shown in clause 2A and dated May 21, 2020, and updates thereof. Clearing of any title exceptions not acceptable to CITY is the responsibility of GRANTOR.

B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

C. Have the authority to deduct and pay from the amount shown in clause 2A above any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

D. The consideration set forth in clause 2A herein shall include payment in full for the following improvements: All buildings, structures and any other improvements affixed to the land which id owned by you as owner or tenant of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interests proposed to be acquired are: Fee Simple and a Temporary Construction Easement as described in the attached exhibits.

3. Temporary Construction Easement

A. GRANTOR agrees for the considerations herein to grant said easement to CITY and to permit and allow CITY, its agents and/or contractors to enter upon GRANTOR'S Property on a temporary basis. Said temporary permit shall be for the construction of the Project for a twelve (12) month period. Temporary Construction Easement period is to commence with first entry on the Temporary Construction Easement ("TCE") area by CITY'S agents or contractors. At least 48 hours advanced written notice will be given before any entry on the TCE. The amount set forth in clause 2A herein included full payment for TCE. This permission becomes valid upon acceptance of this Agreement by City.

B. CITY agrees to promptly restore any damage to the construction easement area and/or the parcels upon which the construction easement area is situated (and the improvements located thereon) caused by CITY'S entry upon the construction easement area or work performed in connection with the Project.

C. In the event GRANTOR sells, conveys or assigns any property interest, encumbered by the Agreement prior to CITY exercising the rights granted herein, GRANTOR shall notify the successor or assignor of the rights and obligations of both parties as included herein.

D. In case of unpredictable delays in construction, upon written notification by CITY, the terms of the TCE may be extended by an amendment to this Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to the expiration of the original TCE period.

4. Indemnification

CITY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and cost), arising from or related to CITY's use of the TCE area and exercise of CITY's right under this agreement. The obligations of CITY under this paragraph shall not be applicable to the extent of GRANTOR'S negligence or willful misconduct.

5. Miscellaneous Realty Items Acquired

It is understood and agreed by and between the parties hereto that payment in clause 2A includes, but is not limited to, payment for 240 linear feet (lf) wooden fencing, 14 lf wooden gate, one automatic gate, 208 brick pavers, 48 square feet (sf) aggregate paving, two tower lights, one chicken coop, 1,282 sf landscaping, one water fountain, and one pergola, which are considered to be part of the realty and are being acquired by the CITY in this transaction.

6. Permission to Enter GRANTOR'S Land for Construction Purposes

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the CITY or its authorized agent, shall be left in as good condition as found.

7. Payment of Deed of Trust

If this property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

8. Cost to Cure Damages

It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2A above is payment in full to compensate GRANTOR for the expenses of the following work: install 217 lf wooden fencing, 14 lf wooden gate, one automatic gate, and two tower lights.

9. Escrow Instructions

GRANTOR hereby authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

10. Hazardous Wastes

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY, its agents or employees.

11. Right of Possession and Use

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by CITY, and/or its designees or assignees, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the amount of as specified in clause 2A herein are deposited into the escrow controlling transaction, and that the amount shown in clause 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

12. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

13. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and GRANTOR further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month.

14. Quitclaim Deeds

If any lessee interests are identified in clause 13 herein, as a condition precedent to approval of this Agreement by the CITY Council, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to assist CITY in securing said Quitclaim Deeds or releases.

15. Approval of CITY

GRANTOR understands that this Agreement is subject to the approval of CITY. Further, that this Agreement shall have no force or effect unless and until said CITY approval has been obtained.

16. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

17. Counterparts Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

18. Specific Performance

In the event of a breach of this Agreement by GRANTOR, CITY shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR's breach, and specific performance of this Agreement.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

CITY OF DUBLIN
A MUNICIPAL CORPORATION:

By: _____

Title: _____

Date: _____

GRANTOR:
JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS

By: _____
Javid Roshan

Date : _____

By: _____
Zarmina Mayar

Date : _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
CITY OF DUBLIN
100 Civic Plaza
Dublin, CA 94568-0233

APN: 986-0028-002-00 (portion of)
Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor hereby declares this instrument to be EXEMPT from Recording Fees (Govt. Code § 27383 and § 6103) and Documentary Transfer Tax (Rev. & Tax Code § 11922).

GRANT DEED

JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS do grant unto the CITY OF DUBLIN, a municipal corporation and governmental agency organized under the laws of the State of California, all right, title and interest in and to all that real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

ATTACH LEGAL DESCRIPTION AND PLAT AS EXHIBITS "A" AND "B"

Dated: _____

By: _____
Javid Roshan

By: _____
Zarmina Mayar

ATTACH NOTARIZATION

This is to certify that the interest in real property conveyed herein to the City of Dublin, a governmental agency, is hereby accepted by Linda Smith, City Manager, and/or Laurie Sucgang, City Engineer, on behalf of the Dublin City Council pursuant to authority conferred by Resolution No. 24-87 of the Dublin City Council, adopted on April 13, 1987, and the grantee consents to the recordation thereof by its duly authorized officer.

LINDA SMITH, CITY MANAGER
AND/OR LAURIE SUCGANG, CITY ENGINEER

Dated: _____ By: _____

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:
1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
═══════ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'
POC

N
40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm

COPYRIGHT © 2021 BKF ENGINEERS

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS
PROPERTY PORTION OF APN 986-0028-002-00
5868 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

City of Dublin

Return to:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

APN: Portion of 986-0028-002-00

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration pursuant to that certain Property Purchase Agreement executed by the parties hereto on or about the date hereof (AGREEMENT), the undersigned, JAVID ROSHAN AND ZARMINA MAYAR, HUSBAN AND WIFE AS JOINT TENANTS (GRANTOR), hereby grants to the CITY OF DUBLIN, A Municipal Corporation (CITY), and its successors and assigns a Temporary Construction Easement, over, across, under and through the real property situated in the City of Dublin, County of Alameda, State of California, described in Exhibit A, attached hereto (EASEMENT AREA) for public road construction and conformance purposes related to the **Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School** (PROJECT).

The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be reconstructed at the CITY's sole expense upon the termination of the Temporary Construction Easement and will be restored to their original condition or as close thereto as is feasible. If reconstruction is not feasible, the CITY will pay GRANTOR the value of such improvements, which payment shall be in addition to the compensation set forth in the AGREEMENT.

This Temporary Construction Easement is for a period of twelve (12) months, to commence upon fourteen (14) days written notice from the CITY to GRANTOR, and shall terminate 12 months after such commencement. In the event the CITY occupies the Temporary Construction Easement area beyond the 12 months, the CITY shall pay GRANTOR additional compensation pursuant to the provisions of the AGREEMENT. In no event shall this Temporary Construction Easement extend beyond the completion of construction. At no additional cost to the CITY, the CITY shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty

or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by the CITY in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

The rights and obligations contained in this Grant of Temporary Construction Easement will **(a)** run with the Property and burden, inure to and be for the benefit of and are binding on the Property, Grantor and its successors and assigns, and be an equitable servitude of Grantor and its successors and assigns, and **(b)** constitute an easement in gross for the benefit of the CITY and its successors and assigns, and will be binding on the CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS

By: _____
Javid Roshan

By: _____
Zarmina Mayar

_____
ATTACH NOTARIZATION

October 24, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road;

Thence along the northerly line of said lands (2013-350453), North 85º42'56" West 9.00 feet, said point also bring the **TRUE POINT OF BEGINING**;

Thence along said northerly line, North 85°37'49" West, 10.00 feet;

Thence leaving said northerly line, South 3°24'16" West, 214.22 feet to the southerly line of said lands;

Thence along said southerly line, South 86°09'04" East, 10.00 feet;

Thence leaving said southerly line the following five (5) courses:

1) North 3°24'16" East, 130.51 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,095 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
——————— = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N85°37'49"W	10.00'
L2	S86°09'04"E	10.00'
L3	N86°35'44"W	0.67'
L4	S86°35'44"E	0.67'
L5	N03°24'16"E	14.51'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

S3°24'16"W 214.22'

L2 L3 L1

N3°24'16"E 130.51' N3°24'16"E 69.11' L5 TPOB

L4

N85°42'56"W
9.00'

TEMPORARY CONSTRUCTION EASEMENT
2,095 SQ.FT.±

N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 10/24/2022 Chkd. WS
SHEET 1 OF 1

Plot Oct 24, 2022 at 10:42am

190525_DOC_PLAT.dwg COPYRIGHT © 2021 BKF ENGINEERS

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
CITY OF DUBLIN
100 Civic Plaza
Dublin, CA 94568-0233

APN: 986-0028-002-00 (portion of)
Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor hereby declares this instrument to be EXEMPT from Recording Fees (Govt. Code § 27383 and § 6103) and Documentary Transfer Tax (Rev. & Tax Code § 11922).

GRANT DEED

JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS do grant unto the CITY OF DUBLIN, a municipal corporation and governmental agency organized under the laws of the State of California, all right, title and interest in and to all that real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

ATTACH LEGAL DESCRIPTION AND PLAT AS EXHIBITS "A" AND "B"

Dated: _____

By: _____
Javid Roshan

By: _____
Zarmina Mayar

ATTACH NOTARIZATION

This is to certify that the interest in real property conveyed herein to the City of Dublin, a governmental agency, is hereby accepted by Linda Smith, City Manager, and/or Laurie Sucgang, City Engineer, on behalf of the Dublin City Council pursuant to authority conferred by Resolution No. 24-87 of the Dublin City Council, adopted on April 13, 1987, and the grantee consents to the recordation thereof by its duly authorized officer.

LINDA SMITH, CITY MANAGER
AND/OR LAURIE SUCGANG, CITY ENGINEER

Dated: _____ By: _____

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:
1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
——————— = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'
POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm

COPYRIGHT © 2021 BKF ENGINEERS

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS
PROPERTY PORTION OF APN 986-0028-002-00
5868 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

City of Dublin

Return to:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

APN: Portion of 986-0028-002-00

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration pursuant to that certain Property Purchase Agreement executed by the parties hereto on or about the date hereof (AGREEMENT), the undersigned, JAVID ROSHAN AND ZARMINA MAYAR, HUSBAN AND WIFE AS JOINT TENANTS (GRANTOR), hereby grants to the CITY OF DUBLIN, A Municipal Corporation (CITY), and its successors and assigns a Temporary Construction Easement, over, across, under and through the real property situated in the City of Dublin, County of Alameda, State of California, described in Exhibit A, attached hereto (EASEMENT AREA) for public road construction and conformance purposes related to the **Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School** (PROJECT).

The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be reconstructed at the CITY's sole expense upon the termination of the Temporary Construction Easement and will be restored to their original condition or as close thereto as is feasible. If reconstruction is not feasible, the CITY will pay GRANTOR the value of such improvements, which payment shall be in addition to the compensation set forth in the AGREEMENT.

This Temporary Construction Easement is for a period of twelve (12) months, to commence upon fourteen (14) days written notice from the CITY to GRANTOR, and shall terminate 12 months after such commencement. In the event the CITY occupies the Temporary Construction Easement area beyond the 12 months, the CITY shall pay GRANTOR additional compensation pursuant to the provisions of the AGREEMENT. In no event shall this Temporary Construction Easement extend beyond the completion of construction. At no additional cost to the CITY, the CITY shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty

or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by the CITY in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

The rights and obligations contained in this Grant of Temporary Construction Easement will **(a)** run with the Property and burden, inure to and be for the benefit of and are binding on the Property, Grantor and its successors and assigns, and be an equitable servitude of Grantor and its successors and assigns, and **(b)** constitute an easement in gross for the benefit of the CITY and its successors and assigns, and will be binding on the CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS

By: _____
Javid Roshan

By: _____
Zarmina Mayar

_____
ATTACH NOTARIZATION

October 24, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road;

Thence along the northerly line of said lands (2013-350453), North 85º42'56" West 9.00 feet, said point also bring the **TRUE POINT OF BEGINING**;

Thence along said northerly line, North 85°37'49" West, 10.00 feet;

Thence leaving said northerly line, South 3°24'16" West, 214.22 feet to the southerly line of said lands;

Thence along said southerly line, South 86°09'04" East, 10.00 feet;

Thence leaving said southerly line the following five (5) courses:

1) North 3°24'16" East, 130.51 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,095 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
═══════ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N85°37'49"W	10.00'
L2	S86°09'04"E	10.00'
L3	N86°35'44"W	0.67'
L4	S86°35'44"E	0.67'
L5	N03°24'16"E	14.51'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

S3°24'16"W 214.22'

L2 L3 L1

N3°24'16"E 130.51' N3°24'16"E 69.11' L5 TPOB

L4

N85°42'56"W
9.00'

TEMPORARY CONSTRUCTION EASEMENT
2,095 SQ.FT.±

N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 10/24/2022 Chkd. WS
SHEET 1 OF 1

Plot Oct 24, 2022 at 10:42am

190525_DOC_PLAT.dwg COPYRIGHT © 2021 BKF ENGINEERS

Property Owner Information Handbook

Regarding Property Acquisition Efforts

DUBLIN
CALIFORNIA

City of Dublin
100 Civic Plaza
Dublin, CA 94568
925.833.6650

This is an informational pamphlet only. It is not intended to give a complete statement of all State and Federal laws and regulations pertaining to the City's efforts to purchase your property for public use, the relocation assistance program, technical legal definitions, or any form of legal advice.

Introduction:

This informational handbook is provided by the City of Dublin ("City") to give you general information about property acquisitions for projects. It is not intended to be a definitive summation of the law or to provide specific advice. For such purposes, the City recommends consulting your personal attorney or other advisor of your choice.

Please note that property acquisitions for projects may include the acquisition of either permanent (e.g. fee simple, easements) or temporary rights (e.g. construction easements, access easements), or both.

What Right Does the City Have to Acquire My Property?

Every city has certain powers which are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by laws such as the Fifth and Fourteenth Amendments to the United States Constitution, the State Constitution, and eminent domain laws. These laws guarantee that if a city takes private property it must pay "just compensation" to the owner. Further, the owner may have additional protections, some of which are explained in this informational handbook.

Title VI of the Civil Rights Act of 1964 (42USC 2000d et. seq.) sets forth the policy of the United States, within constitutional limits, to ensure that all services and/or benefits will be administered without regard to race, color, national origin, or sex.

Pursuant to California regulations, property leasebacks will generally not be offered if the property is scheduled to be used within two years of its acquisition.

How Will the City Determine How Much to Offer Me for My Property?

Before making an offer of compensation to you, the City will obtain at least one appraisal by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and provide the City with an appraisal report stating his or her opinion of the fair market value of the property rights to be acquired by the City. The appraisal report will be reviewed by the City to confirm that the estimate of value is fair.

The City is required to offer you just compensation for your property. This amount, with limited exceptions, is the fair market value of the property rights to be acquired.

What is "Just Compensation"?

"Just compensation" is generally considered to be fair market value. The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

How Does an Appraiser Determine Fair Market Value of My Property?

Each parcel of real property is different and, therefore, no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation;
- How much rental income it could produce;
- Other factors affecting use of the property.

Will I Have A Chance to Talk to the Appraiser?

YES. You must be contacted and given the opportunity to accompany the appraiser on his inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will the City Give Me a Written Purchase Offer?

Generally, you should receive a purchase offer within 60 days of the approved appraisal. The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property;
- The availability of funding; and
- Possible project delays caused by factors outside the control of the City.

What is in the City's Statement of the Basis for Its Determination of Just Compensation?

The City's statement of the basis for its determination of just compensation must be provided to you with the written purchase offer. Among other things, this statement will include:

- A general statement of the City's proposed use for the property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer and any conditions.
- The amount of the offer.
- An indication that the offer does not reflect any relocation payments or other relocation assistance which you may receive under other regulations.
- The recognized definition of the term "fair market value".

Can I Have My Own Appraisal Done?

YES. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the City. At the time of making its initial offer to you, the City must offer to reimburse you the reasonable costs, not to exceed $5,000, of an independent appraisal or your property. To be eligible for reimbursement, the independent appraisal must be conducted by an appraiser licensed by the California Bureau of Real Estate Appraisers. Please discuss the reimbursement process with the City's acquisition representative.

Does the City Consider Buildings, Structures, and Improvements?

Sometimes buildings, structures, or other improvements considered to be real property are located on the property to be acquired. If this is the case, the City must offer to acquire buildings, structures, or other improvements if they must be removed or if the City decides that the improvements will be adversely affected by the public program or project.

When an improvement can be considered real property if owned by the owner of the real property on which it is located, then this improvement will be treated as real property.

Does the City Consider Tenant-Owned Buildings, Structures and Improvements?

Sometimes tenants lease real property and build or add improvements for their use. Frequently they have the right or obligation to remove the improvements at the expiration of the lease term. If, under State law, the improvements are considered to be real property, the City must make an offer to the tenants to acquire these improvements.

In order to be paid for these improvements, the tenant-owner must assign, transfer, and release to the City all right, title, and interest in the improvements. Also, the owner of the real property on which the improvements are located must disclaim all interest in the improvements.

Just compensation for an improvement will be the amount that the improvement contributes to the fair market value of the whole property, or its value for removal from the property *(salvage value)*, whichever is greater.

May I Keep Any of the Buildings or Other Improvements on My Property?

Very often, many or all improvements on a property are not required by the City. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the City know as soon as possible. Retention of improvements by the property owner will require an appropriate adjustment to the purchase price.

Must I Accept the City's Initial Offer?

NO. You are entitled to present your evidence as to the amount you believe is the value of your property and to make suggestions for changing the terms and conditions of the offer. The City must make reasonable efforts to consider and respond to your evidence and suggestions.

May I Have Someone Represent Me During Negotiations?

YES. If you would like an attorney, real estate agent, or anyone else to represent you during negotiations, please so inform the City in writing. However, state law does not require the City to pay the costs of any such representation.

If I Agree to Accept the City's Offer, How Soon Will I Be Paid?

If you reach a voluntary agreement to sell your property and your ownership *(title)* is clear of encumbrances, payments will be made at the earliest possible date or a mutually acceptable time. Generally, this should be possible within 90 days after you sign a purchase contract. If your ownership is not clear, you may have to pay the cost of clearing title sufficiently to convey clear title on your property. *(Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists any restrictive deed covenants and recorded mortgages liens, and other instruments affecting your ownership of the property.)*

What Happens if I Don't Agree to the Purchase Offer by the City?

If you are unable to reach a voluntary agreement with the City, a public hearing of the City Council will be held to determine the need and necessity for the acquisition of your property. You will be notified of the action and given reasonable advance notice of your right to attend the hearing. After the hearing, assuming need and necessity have been determined, the City will file a suit in court to acquire your property through a condemnation proceeding.

What Happens if the City Condemns My Property?

Condemnation proceedings are procedures through a court to acquire real property under the power of eminent domain. Beginning with a necessity hearing and during the condemnation proceedings and trial, you will be provided an opportunity to introduce your evidence as to the need for acquisition and the value of your property to be acquired by the City. Of course, the City will have the same opportunity. After hearing the evidence of all parties during the trial, the court or jury will determine the right to acquire and the amount of just compensation. To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and other experts. However, the costs of these professional services and other costs which you incur in presenting your evidence to the court may be your responsibility.

If construction must begin prior to the condemnation trial, the City may obtain a court's order of immediate possession.

What is an Order for Possession?

An order for possession is a procedure within a condemnation proceeding. The order for possession issued by the court allows the City to have the use of the portion of your property which is the subject of the proceeding prior to an award of just compensation in court. This procedure is used typically only where the use of your property is necessary to accomplish timely construction of the project for which your property is required.

To obtain an order for possession, the City must deposit with the court or the County an amount not less than its appraisal of the fair market value of the property to be acquired. Sometimes, the owner is then permitted to withdraw a portion of or all of this amount, depending upon the individual circumstances. It is recommended that you have the help of an attorney if you intend to do this. Should the court award exceed the amount deposited by the City, you will be paid the difference, plus any interest that may be provided by State Law.

What Can I Do If I Am Not Satisfied With the Court's Determination?

If you are not satisfied with the court's determination of the amount for just compensation, you may file an appeal with the appropriate appellate court for the area in which your property is located. The City may also file an appeal if it believes the amount of the court judgment is too high.

Will I Have to Pay any Settlement Costs?

You will not be responsible for the reasonable and necessary costs of typical services required to complete the sale, recording fees, transfer taxes, and any similar expenses which are incidental to transferring ownership of your property to the City.

Can the City Take Only A Part of My Property?

YES. But, if the purchase of only a part of your property reduces the value of the remaining part(s), you must be paid for the loss in value. The determination of any loss in value is an appraisal problem involving variables in which a brief explanation might not adequately cover all situations. Should this situation be involved, City representative will fully explain the effect of a part purchase on your remaining property.

If the City Does Acquire My Property, How Soon Must I Move?

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. Except in an unusual instance where there is an urgent need for your property, you cannot be required to move from your residence or to move your business or farm operation without at least 90 days advance written notice of the date by which your move is required.

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the estimated fair market value of your property has been deposited with the court (or into escrow) so that you can withdraw your share.

If you are being displaced from your residence, decent, safe and sanitary replacement housing must be available before you can be required to move.

Will I Receive Assistance with Relocation?

YES. If eligible and, in addition to any compensation paid through the property acquisition process, the City will provide relocation referral assistance and cash payments for eligible moving expenses. The amount of relocation expense is determined on a case-by-case basis in accordance with the Federal Uniform Act and State Guidelines. A Relocation Assistance Program brochure describing relocation benefits will be available from the City, if the project proceeds.

No relocation payment received will be considered as income for the purpose of the Internal Revenue Code of 1954.

I'm A Veteran, How About My GI Loan?

After your GI home mortgage loan has been repaid, you may be permitted to obtain another GI loan to purchase another property. Check on such arrangements with your nearest VA office.

Will I Be Compensated for the Loss of Goodwill for My Business?

If you own a business located and conducted on the real property to be acquired, you may have a right to claim compensation for loss of goodwill. See your acquisition representative.

If My Property, which the City is Acquiring, is Worth More Now than When I Bought it, Must I Pay Capital Gains Tax on the Increase?

It is recommended that you consult your tax advisor or the appropriate tax agencies if you have questions concerning these issues. Also, Internal revenue Service *(IRS)* Publication 544, "Sales and Other Dispositions of Assets", is available from the IRS. *(NOTE: The number of this publication may change from time to time.)* It explains how the Federal income tax would apply to a gain or loss under the threat of condemnation for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office. The State of California Franchise Tax Board should be able to provide information regarding any State tax due, if any, resulting from the purchase by the City.

Won't My Property Taxes Increase Substantially When I Purchase A New Home Because of the Proposition 13 Re-Assessment Formula?

NO. Not as long as the replacement property's purchase price does not exceed 120% of the sales price for the acquired property. Section 2(d) of Article XIIIA of the California Constitution provides that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by the City. If the full cash value of the comparable replacement property does not exceed 120% of the purchase price or the court judgment of the property acquired or taken, then the adjusted base year value of the property acquired or taken shall be transferred to the comparable replacement property. An application for this property tax relief adjustment must be filed with the County Assessor as soon as possible after the settlement of the purchase of the replacement property, governmental acquisition or condemnation proceedings. Contact the County Assessor's office and/or your tax advisor with questions you may have regarding this real property tax relief provision.

Is it Possible to Donate My Property to the City?

YES. However, prior to accepting a donation, the City must inform the owner in writing of the amount it believes to be just compensation for the property to be acquired. The property owner must indicate in writing that although he/she understands he/she cannot be required to sell his/her property for less than just compensation, he/she voluntarily agrees to do so or to contribute the property without payment of compensation. You are advised to consult with a tax advisor and lender(s) prior to making a donation.

Definitions

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear. Please note that these definitions are general and are provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.

Acquire – To purchase.

Answer – The property owner's written reply, in appropriate legal form, filed with the court in response to the complaint and as requested by the summons.

Compensation – The amount of money to which a property owner is entitled under the law for the purchase or damage to the property.

Complaint – The document filed with the court by the City which initiates an eminent domain proceeding.

Condemnation – The legal process by which a proceeding in eminent domain is accomplished.

Counsel – An attorney or attorneys.

Eminent Domain – The right of government to purchase private property for public use.

Final order of condemnation – The instrument which, when recorded, transfers title to public ownership.

Judgment – The court's formal decision based on applicable law and the verdict.

Loss of goodwill – A loss in the value of a business caused by the City's acquisition of property that cannot be reasonably prevented by relocation of the business or the owner adopting prudent or reasonable steps that preserve the value of the business goodwill.

Market value – The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

Parcel – Usually means the property that is being acquired.

Plaintiff – The public City that desires to purchase the property.

Possession – Legal control; to have the right to use.

Property – The right or interest which an individual has in land, including the rights to use or possess. Property is ownership; the exclusive right to use, possess or dispose of a thing.

Summons – Notification of filing of a lawsuit in eminent domain and of the necessity to file an answer or other responsive pending.

Title – Legal ownership.

Trial – The hearing of facts from plaintiff and defendant in court, either with or without a jury.

Verdict – The amount of compensation to be paid for the property.

DUBLIN
CALIFORNIA
THE NEW
AMERICAN
BACKYARD

February 20, 2024

Javid Roshan
Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

SUBJECT: Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, City Project No. ST0119
Site Address: 5868 Tassajara Road, Dublin, CA
APN: 986-28-2

Dear Property Owners,

The City of Dublin (City) recently updated its original appraisal report for the certain property rights proposed to be acquired. The update has resulted in an increased value from $78,600 to $104,000. Therefore, the City is updating its government code offer to you for the proposed property rights in the amount of $104,000.

Attached for your review are the following updated documents:

1. Appraisal Summary Statement and Summary of the Basis of Just Compensation
2. Property Purchase Agreement and Joint Escrow Instructions (2)
3. Grant Deed
4. Grant of Temporary Construction Easement Deed

However, for settlement purposes only, the City is still willing to compensate you the $126,500 that the City previously presented to you by letter on August 25, 2023. Please consider this amount and if acceptable to you, please contact Rosalyn Zeigler of Associated Right of Way Services, Inc. (AR/WS) at (925) 691-2872 or rzeigler@arws.com. We kindly request that you respond to the City's settlement offer by March 8, 2024. Thank you for your patience and continued cooperation throughout this process.

Sincerely,

Laurie L. Sucgang

Laurie Sucgang, P.E.
Assistant Public Works Director/City Engineer

cc: Michael Boitnott, P.E., Capital Improvement Program Manager, City of Dublin
Rosalyn Zeigler, AR/WS

City Council
925.833.6650
City Manager
925.833.6650
Community Development
925.833.6610
Economic Development
925.833.6650
Finance/IT
925.833.6640
Fire Prevention
925.833.6606
Human Resources
925.833.6605
Parks & Community Services
925.833.6645
Police
925.833.6670
Public Works
925.833.6630

100 Civic Plaza
Dublin, CA 94568
P 925.833.6650
F 925.833.6651
www.dublin.ca.gov

CITY OF DUBLIN
APPRASAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 986-0028-002-00

BASIC PROPERTY DATA

OWNER:	Javid Roshan and Zarmina Mayar
PROJECT:	Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School
PROPERTY ADDRESS:	5868 Tassajara Road, Dublin, California
DATE PROPERTY ACQUIRED BY OWNER:	Over five (5) years.
ZONING:	PD RESO. 104-94 (Planned Development)
GENERAL PLAN:	Stream Corridor; Medium Density Residential
PRESENT USE:	Owner-occupied Residential
HIGHEST AND BEST USE ①:	As Vacant: Medium density residential development at the highest density allowed and approved by the City. As Vacant (Porterville Premise): Single-family residential lot. As Improved: Continued use of the existing improvements with redevelopment potential.
TOTAL PROPERTY AREA:	1 Acre or 43,740 square feet (sf)
PROPERTY RIGHTS PROPOSED TO BE ACQUIRED:	Partial Fee Simple: 1,972 sf. Temporary Construction Easement: 2,095 sf.
DATE OF THIS VALUATION:	October 22, 2023

BASIS OF VALUATION

The just compensation being offered by the City of Dublin (City) is not less than the City's approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales of comparable properties and income data are utilized. Principal transactions of comparable properties, where evaluated, are included herein on Page 8. The appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

California Code of Civil Procedure Section 1263.320 defines fair market value as follows:

a.) The fair market value of the property taken is the highest price as the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b.) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The market value for the property proposed to be acquired by the City is based upon Code of Civil Procedure Section 1263.320a as defined on the first page.

Value of the Entire Property: $ 635,000 (on a lot basis)

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

Value of the Property Rights proposed to be acquired:

A. Fee Simple Land and included Site Improvements: $ 94,302.00

Property Rights Appraised	Land Area (Sq.Ft.)		Estimated Value / Sq.Ft.		Estimated Value
Partial Fee Simple Acquisiton	1,972	x	$14.52	=	$28,633
Total Proposed Fee Simple Land Acquisition:					**$28,633**

Site Improvements	Sq. Ft. / Ln. Ft. / Units		Replacement Cost New ($/Unit)		Less Depreciation	=	Estimated Value
Wooden fencing	240	x	$52.00	-	25%	=	$9,360
Wooden gate	14	x	$52.00	-	25%	=	$546
Automatic gate	1	x	$2,750.00	-	25%	=	$2,063
Brick pavers	208	x	$22.00	-	25%	=	$3,432
Aggregate paving	48	x	$15.00	-	25%	=	$540
Tower lights	2	x	$3,100.00	-	25%	=	$4,650
Chicken coop	1	x	$1,000.00	-	0%	=	$1,000
Landscaping	1,282	x	$17.00	-	0%	=	$21,794
Water fountain	1	x	$11,000.00	-	0%	=	$11,000
Pergola	15	x	$30.00	-	25%	=	$338
Subtotal Site Improvement Acquisitions							$54,723
Contingency (10%)							$5,473
Entrepreneurial Incentive (10%)							$5,473
Total Site Improvement Acquisitions:							**$65,669**

Improvements Pertaining to the Realty ②: $ N/A

B. Permanent Easement: $ N/A

C. Temporary Construction Easement $ 3,042.00

Property Rights Appraised	Land Area (Sq. Ft.)		Estimated Value / Sq. Ft.		Rental Rate / Month		Duration (Years)		Estimated Value
Temporary Construction Easement	2,095	x	$14.52	x	10%	x	1	=	$3,042
Total Proposed Temporary Construction Easement Acquisition:									**$3,042**

$ 97,344.00
(Sum of items A thru D)

Severance Damages③:

In addition to determine the market value of the parcel sought to be acquired severance damages were considered. Severance damages are determined based on whether or not the remainder would be diminished in value by reason of the proposed acquisition and/or by the construction of the improvement in the manner proposed. Some severance damage may be mitigated or entirely eliminated by estimating the cost to cure the damage. Where severance damages are found, offsetting benefits are determined. (See Page 12 – Benefits defined.) Under California law, benefits can only be offset against severance damages. If no severance damages are found, there is no application of offsetting benefits.

No severance damages were found for the following reasons: Cost of curing the severance has been determined to be the best measure of severance for the proposed acquisition. The cost to cure is estimated to be $6,288.00 and its breakdown is as follows on the next page:

E. Cost to Cure Damages: $ 6,288.00

Site Improvements	Sq. Ft. / Ln. Ft. / Units		Replacement Cost New ($/Unit)		Less Amount In Improvements		Estimated Value
Wooden fencing	217	x	$52.00	-	$8,463*	=	$2,821
Wooden gate	14	x	$52.00	-	$546	=	$182
Automatic gate	1	x	$2,750.00	-	$2,063	=	$687
Tower lights	2	x	$3,100.00	-	$4,650	=	$1,550
Subtotal Site Improvement Acquisitions							$5,240
Contingency (10%)							$524
Entrepreneurial Incentive (10%)							$524
Total Damages (Cost to Cure):							**$6,288**

*Represents the value concluded in the improvement section for the amount of fencing being replaced as a cost to cure on a linear foot basis

F. Incurable Damages: $ N/A

Total Damages: $ 6,288.00
(Sum of items E & F)

Benefits④: $ Not Quantified

JUST COMPENSATION FOR ACQUISITION: **$ 103,632.00**

Rounded to: $ 104,000.00

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL

The Sales Comparison approach is based on the consideration of comparable land sales.

Indicated value by Sales Comparison Approach: $ 635,000 or $14.52 per sf
See page 8 for principal transactions

The income and cost approaches are not considered applicable to this assignment since these approaches do not typically apply to the valuation of land.

SUMMARY OF THE BASIS FOR JUST COMPENSATION
Narrative summary of the valuation process supporting compensation:

Project Description
The project involves a redesign of portions of the future widening of Tassajara Road within the proposed project limits. Much of the roadway has already been developed as part of the Eastern Dublin Specific Plan even before the Plan was adopted. The current project proposed a reduction in the number of travel lanes for currently unimproved and improved portions of Tassajara Road from six to four lanes. Roadway reductions would be implemented as part of road improvement projects undertaken by the City as part of the Capital Improvement Project.

Two segments of existing Tassajara Road are proposed for improvements to four travel lanes. The City proposes to undertake the initial phase of the road widening improvements, identified as Segment 1, in the immediate future. The northern segment (Segment 2) extends from north of Palisades Drive-Kylemore Entry intersection on the south to the northern city limit. The southern segment of the road (Segment 1) stretches from a point located north of North Dublin Ranch Drive to a point just south of the southern boundary of Quarry Lane School.

Property Description
Larger Parcel
There are three criteria, or tests, for determining the larger parcel. These are: unity of ownership; contiguity; and unity of use. Abutting parcels to the subject are under different ownership. It has been concluded that assessor's parcel number 986-28-2 comprises a single economic unit and is the larger parcel or subject property.

Site Description
The subject property is located on the west side of Tassajara Road in the City of Dublin. The property has approximately 215 linear feet of frontage along Tassajara Road. Near the subject property, Tassajara Road is a two-lane, two-directional arterial roadway that traverses in a north-south direction between Fallon Road and Interstate-580. The area near the subject property is comprised primarily of single family residential, rural residential, agricultural and public properties. The subject site appears to be currently used for residential purposes. Further south toward Dublin Boulevard and Interstate 580 are a variety of uses including single family and multifamily residential uses, retail centers, restaurants, offices, medical uses, and automotive dealerships. The subject property is just northeast of the Alameda County Santa Rita Jail.

The Alameda County Assessor identifies the subject property as Assessor's Parcel Number 986-0028-002-00, as previously described. According to public records, the site is 1 acre or 43,740 square feet in size. The subject is generally level in topography, except for the area within the creek. Surrounding areas are rolling and hilly in topography. The subject site is rectangular in shape with the Tassajara Creek crossing the rear of the property.

Improvement Description
The subject property appears to be improved with a single-family dwelling and various ancillary structures. However, the buildings located on the subject property are not impacted by the proposed acquisition, so an interior inspection of the structures were not performed, nor were they measured. The improvements are assumed to be adequately served by an on-site well and septic system.

Site improvements located within the proposed acquisition area include portions of wooden fencing, a wooden gate, an automatic gate, brick pavers, aggregate paving, tower lights, a chicken coop, landscaping, water fountain, a pergola, and a mailbox.

Personal Property Description
A detailed inventory of personal property on the subject property was not taken by the Appraiser. No interior inspection was made of the structures located on the subject property, since these improvements were not located in the proposed acquisition areas. Therefore, items of personal property within the structures are unknown but are assumed to be typical of the market for similar improvements. Various miscellaneous items were observed within the proposed acquisition areas at the time of inspection.

Zoning and Highest and Best Use:
The zoning category for the subject is PD RESO. 104-94 (Planned Development).

According to the Dublin Municipal Code, the purpose of the Planned Development District is to:

A. Establish a Planned Development Zoning District through which one or more properties are planned as a unit with development standards tailored to the site.
B. Provide maximum flexibility and diversification in the development of property.
C. Maintain consistency with, and implement the provisions of, the Dublin General Plan and applicable Specific Plans.
D. Protect the integrity and character of both residential and non-residential areas of the City.
E. Encourage efficient use of land for preservation of sensitive environmental areas such as open space areas and topographic features.
F. Provide for effective development of public facilities and services for the site.
G. Encourage use of design features to achieve development that is compatible with the area.
H. Allow for creative and imaginative design that will promote amenities beyond those expected in conventional developments.

Permitted uses. No use other than an existing use is permitted in a Planned Development Zoning District except in accordance with a Development Plan adopted pursuant to the Planned Development Zoning District chapter of the municipal code.

PD Resolution No. 104-94 appears to indicate a PD - Single Family zoning district (0.9-6.0 dwelling units per acre), which is established to: a) reserve appropriately located areas for family living at reasonable population densities consistent with sound standards of public health and safety; b) ensure adequate light, air, privacy and open space for each dwelling; c) provide space for semi-public facilities needed to complement urban residential areas and for institutions that require a residential environment; and d) accommodate single family housing, including a wide range of units from small-lot and zero-lot line units to large-estate units.

The zoning designation appears to be outdated and not to be consistent with the General Plan and Specific land use designations, which are designated for more intense uses. According to the City's Community Development Department, a new development would typically have a new planned development plan put in place, which would establish development standards and regulations.

The General Plan land use designation for the subject is a mix of Stream Corridor; Medium Density Residential.

According to the General Plan Land Use Map, the Stream Corridor designation is categorized under the Public/Semi-Public/Open Space classification. As stated in the General Plan, the intent of the Open Space "designation is to ensure the protection of those areas with special significance such as areas with slopes over 30 percent; stream and drainage way protection corridors; woodlands; and visually-sensitive ridgelands. The City may allow only open space uses on this land. Equestrian, riding, and hiking trails will be encouraged. Other types of recreational uses, agriculture and grazing may be permitted where appropriate."

The Conservation Element of the General Plan states guiding policies for stream corridors and riparian vegetation.

1. Protect riparian vegetation as a protective buffer for stream quality and for its value as a habitat and aesthetic resource
2. Promote access to stream corridors for passive recreational use and to allow stream maintenance and improvements as necessary, while respecting the privacy of owners of property abutting stream corridors.

According to the City's Engineering Department, pursuant to Section 7.74.110 Watercourse protection, setbacks from a watercourse are thirty feet (30') of the centerline of any creek or twenty feet (20') of the top of a bank. Additionally, the City's Community Development Department indicated that these setbacks would likely be the minimum, but development requirements may be greater.

As stated in the General Plan, the Residential: Medium Density "designation allows attached residential units and typically includes detached, zero-lot line, duplex, townhouse, and garden apartment development. A second unit (either attached or detached is also permitted on individual parcels.) The density range for the medium density residential designation is 6.1 to 14.0 units per gross residential acre.

Additionally, the subject property is within the Eastern Dublin Specific Plan with a mix of land use designations of Open Space and Medium Density Residential. As stated in the Specific Plan, the Open Space designation "protects areas with important and/or sensitive resources and areas with natural hazards from development. Open Space lands include: areas dedicated to the City as open space; areas with slopes predominantly over 30%; stream and drainage way protection corridors; woodlands; visually-sensitive ridgelands; and grazing lands. In general, open space lands are to be preserved with minimal development. Privately held agricultural land can be used for agricultural production and grazing. Structures related to these agricultural activities will be permitted. In sensitive resource areas and areas set aside to protect public health and safety, uses will be limited to passive recreation (i.e., walking, hiking, etc.). Development in these areas will be limited to trail improvements.

As stated in the Specific Plan, the Residential: Medium Density "provides for a mix of single family detached and attached units and multi-family units. The density range allows for detached, zero-lot line, duplex, townhouse, and garden apartment development. It is intended that within areas with this designation, that dwelling unit types and densities would be varied to accommodate a range of housing needs. Assumed household size is 2.0 persons per unit." The density range for the medium density residential designation is 6.1 to 14.0 units per gross residential acre.

As If Vacant

In the case of the subject property, the legally permissible uses are determined by the City of Dublin, which has zoning jurisdiction over the subject. As indicated earlier, the subject property is zoned PD RESO. 104-94 (Planned Development), which does not permit uses other than an existing use except when a Development Plan is adopted. PD Resolution No. 104-94 appears to indicate a PD - Single Family zoning district (0.9-6.0 dwelling units per acre). The zoning designation appears to be outdated and not to be consistent with the General Plan and Specific land use designations, which are designated for more intense uses. The General Plan land

use designation for the subject is a mix of Stream Corridor and Medium Density Residential. The Eastern Dublin Specific Plan designates land uses for the subject as a mix of Open Space and Medium Density Residential.

The subject property is approximately 1 acre or 43,740 square feet. The subject is generally level in topography, except for the area within the creek. The subject site is rectangular in shape with the Tassajara Creek crossing the rear of the property. The market for residential properties over the past several years, including vacant residential land and rural residential sites, has improved considerably. The highest and best use of the subject property, as if vacant, would be for medium density residential development at the highest density allowed and approved by the City.

As Improved
The subject property appears to be improved with a single-family dwelling and various ancillary structures. The subject property has a mix of Stream Corridor/Open Space and Medium Density Residential land use designations according to General Plan and Eastern Dublin Specific Plan. The western portion of the property is designated Stream Corridor/Open Space primarily where the Tassajara Creek crosses the property and a portion of the level area of the site. The eastern portion is designated Medium Density Residential. The highest and best use of the subject property, as improved, is for the continued use of the existing improvements with redevelopment potential in the future once land value exceeds the value at the current improved use.

Dedication Requirements
In addition to state statutes, court decisions govern the appraisal of land required for public improvements. Two cases, City of Porterville v. Young and City of Fresno v. Cloud recognize the power of local jurisdictions to require the dedication of land as a condition of obtaining development approval and are a consideration in evaluating the highest and best use at which the property is appraised.

The City of Dublin currently has a dedication policy. According to the City's Land Development Department, subject property would be subject to dedication requirements per the below references:

- Per DMC section 7.72.020, for building permits and various planning entitlements including Condition Use Permits, Site Development Review, Variance, and Planned Development, if the proposed project will result in an increase in traffic generation or adversely affect public safety then dedication and improvements are required.
- Per DMC section 7.72.050, exceptions, the provisions of Section 7.72.020 shall not be applicable to a building permit issued for construction, reconstruction, or remodeling of a single-family or two (2) family dwelling, unless such reconstruction or remodeling converts such dwelling or portion thereof to any other use.
- Per DMC section 9.08.090 (B) and 9.08.100 (B), for subdivisions the City can condition right of way dedications.

It is understood that the subject property would be subject to dedication requirements if a permit to develop were applied for by the owner. The owner would be required to dedicate land for the roadway of Tassajara Road.

Where a portion of property would typically be required to be dedicated for a public use as a condition of obtaining development approval for a higher or more profitable use, that portion of the property being acquired for the same public use prior to the imposition of the dedication requirement is appraised at the use that is permissible without triggering a dedication requirement. Therefore, the subject underlying land is appraised consistent with its current residential use, as a single-family residential lot.

Valuation Approach

Sales Comparison Approach

Since the proposed acquisitions will include only land and site improvements, only the value of the land has been estimated, by applying the Sales Comparison Approach. The prices paid for land with similar development potential as the subject provide a basis for estimating the value of the subject by comparison. The concluded unit value has been used to value the proposed acquisitions.

A modified cost approach was used to value site improvements that will be affected as a result of the project. The income approach was not utilized because sellers, buyers, and our peers in this market rarely rely on this approach when offering, purchasing, or valuing land similar to the subject underlying land.

Research was conducted to find comparable land sales in the subject's market area. The comparable sales were researched, inspected, and verified to the extent possible. Those that could not be confirmed with a party to the transaction were verified through public records, subscription services and other sources. The following table displays a summary of the selected sales reflecting the actions of buyers and sellers in the marketplace and judged to be most representative of current market conditions for the subject property.

Sales Data Summary Table

Sales Data Summary

Paired Sale	Address City, State Zip APN	Type of Transaction Sale Date	Parcel Size (Acres) Parcel Size (Sq. Ft.)	Building Size (Sq. Ft.) Year Built	Bed Bath	To Edge of Traveled Way (Feet)	Sales Price	Agent Contact Number
PS-01	5639 Fallbrook Ct Dublin, CA 94568 986-71-44	Sale 12/30/21	0.06 2,394	2,870 2021	4 3.5	~53	$1,530,000	
PS-02	5615 Fallbrook Ct Dublin, CA 94568 986-41-40	Sale 12/30/21	0.07 2,897	2,870 2021	4 3.5	~22	$1,540,000	
						~31 Feet Δ	**$10,000**	**0.65%**
PS-03	5696 Fallbrook Ct Dublin, CA 94568 986-71-25	Sale 11/03/21	0.05 2,356	2,705 2021	3 2.5	~75	$1,404,500	
PS-04	5661 Fallbrook Ct Dublin, CA 94568 986-71-47	Sale 10/29/21	0.09 3,730	2,705 2021	3 2.5	~38	$1,433,000	
						~37 Feet Δ	**$28,500**	**2.03%**
PS-03	5696 Fallbrook Ct Dublin, CA 94568 986-71-25	Sale 11/03/21	0.05 2,356	2,705 2021	3 2.5	~75	$1,404,500	
PS-05	5673 Fallbrook Ct Dublin, CA 94568 986-71-48	Sale 10/29/21	0.08 3,516	2,654 2021	3 2.5	~36	$1,443,500	
						~39 Feet Δ	**$39,000**	**2.78%**
PS-06	233 Zinnia Ct San Ramon, CA 94582 222-770-025-5	Sale 10/22/21	0.13 5,782	2,909 2021	4 3.5	~73	$1,711,500	
PS-07	265 Zinnia Ct San Ramon, CA 94582 222-770-033-9	Sale 09/28/21	0.14 5,870	2,909 2021	4 3.5	~53	$1,780,000	
						~20 Feet Δ	**$68,500**	**4.00%**
PS-08	7630 Balmoral Way San Ramon, CA 94582 223-760-006-7	Sale 05/26/22	0.19 8,239	3,884 2007	5 4.5	~83	$2,810,000	Listing Agent - Noa Gold (415) 699-5073; (415) 456-3000 Buyer's Agent - Girish Bangalore (408) 420-0646; (510) 661-6600
PS-09	7600 Balmoral Way San Ramon, CA 94582 223-760-001-8	Sale 08/23/22	0.20 8,500	3,884 2007	5 4.5	~68	$2,768,000	Listing Agent - Helen Du (510) 449-1230; (650) 323-1111 Buyer's Agent - Major Gill (510) 378-7474; (925) 398-6808
						~15 Feet Δ	**-$42,000**	**-1.49%**

Average %Change
1.59%

Land Value Conclusion (Before Condition)
The four comparable land sales range from an unadjusted sales price of $515,000 to $750,000. After adjustments, the comparable sales indicate value range for the subject above $550,000, below $750,000 and near $635,000, indicated by Comparables RL-01, RL-04 and RL-03 respectively. While considering the definition of market value, the land of the subject property is judged to warrant a value near the sale price of Comparable RL-03, or $635,000 on a lot basis, as of the date of value.

Fee Simple Acquisition
The proposed partial fee simple acquisition is located along the eastern portion of the subject property that fronts Tassajara Road. The proposed acquisition is a long narrow strip consisting of 1,972 square feet, approximately 9 feet in width and 214 feet in length along the frontage of the property.

Temporary Construction Easements
The proposed temporary construction easement is located along the eastern portion of the subject property near Tassajara Road. The proposed easement is situated adjacent to the proposed partial fee simple acquisition to the west. The proposed acquisition is a long narrow strip consisting of 2,095 square feet, approximately 10 feet in width and 214 feet in length. The proposed temporary construction easement is needed for a period of one year.

An easement is defined as an interest in the land of another person or entity, which entitles the owner of such an interest to a limited use, or enjoyment of the land area so encumbered. It can either be affirmative by allowing some act or actions on the land, or negative by precluding doing certain things with the land so encumbered. The easement is an interest in real property and is considered non-possessory. The holder of an easement has only such control of the land as is necessary for the purpose of using the easement. Others using the land may not interfere with the use of the easement.

It is commonly understood that the fee interest in land is a 100% ownership. Because land can be divided into various rights, a concept of a "Bundle of Rights" exists. The proposed easement requires only specific rights, which are a portion of the rights. The easement deed defines those rights. The fee ownership will remain the same.

The imposition of an easement requires that the Appraiser analyze the effect on the land and any existing or proposed improvements. The valuation of the rights to be acquired and the limitations imposed on the grantor's use of the easement area have been analyzed to determine a reasonable allocation for the rights acquired and those remaining to the property owner/grantor. This division or allocation may be expressed as a percentage of the fee simple interest. The valuation of a temporary use of a portion of a property is based on an estimated reasonable rental rate for the land and/or a reasonably expected rate of return for an alternative short-term investment for a specified period of time. Upon expiration of the temporary construction easement, all previous land rights and use of the land revert back to the owner.

Residential land does not typically lease. Leases for other property types are predominately for much larger and typical-shaped areas, and often for longer terms. Shorter term leases, or leases of smaller areas (such as for cell towers or advertising signs), often command a higher rate of return. Leases of areas similar to the project temporary construction easement would be expected to command a relatively high rate of return. A reasonable rate of return on the value of land is determined to be 10% annually.

Site Improvements in Acquisition Areas
Site improvements located in the proposed acquisition areas include portions of wooden fencing, a wooden gate, an automatic gate, brick pavers, aggregate paving, tower lights, a chicken coop, landscaping, water fountain, a pergola, and a mailbox. According to the construction plans provided by the project engineer, the mailbox is

planned to be relocated as part of the construction of the project. Therefore, an estimate has not been included for the mailbox.

As previously stated in the Extraordinary Assumptions section of this report, for the purpose of this assignment, the property owners were not contacted to meet for the re-inspection of the property. I subsequently re-inspected the property on October 22, 2023, unaccompanied from the public right of way. It is assumed that site improvements not visible from the public right of way, including quality and condition, have remained unchanged since the initial inspection on March 18, 2022.

The contributory value of the site improvements located in the proposed acquisition areas was considered and it has been concluded that the depreciated replacement cost is equal to market value. Marshall Valuation Service (MVS), a construction cost service widely in use by appraisers, and online resources were utilized to estimate the replacement cost. Delivery and installation were included in the costs where appropriate.

Damages
Damages generally occur when the acquisition of a portion of a property result in the remaining property having less value after the acquisition and construction of the project in the manner proposed than it had as part of the original property prior to the taking. Stated another way, after the acquisition of a portion of the property and construction of the project in the manner proposed, the value of the remaining property is less than it was as part of the entire property before the taking.

Based on information and exhibit provided by the project engineer, in the before condition, the subject property had a distance of 64 feet from the existing edge of traveled way to the existing house edge. In the after condition, the new distance would be 53 feet from the proposed edge of traveled way to the existing house edge, resulting in the edge of traveled way being approximately 11 feet closer. In order to determine whether the remainder property would be impacted as a result of the changing roadway configuration, research was conducted to find paired sales in subject's market area with varying distances to the edge of the traveled way. The distances from the edge off the traveled way to the edge of the houses were estimated using the Google Earth Pro measuring tool. The difference in distance between the paired sales ranged from approximately 15 feet to 39 feet.

In the paired sales shown on the table on the next page, between paired sales, the sales of properties closer to the edge of the traveled way had, on average, a 1.59% higher sales price compared to the sale that was further from the edge of the traveled way. The data supports the conclusion that no damage would accrue to the remainder property as a result of the project.

Sales Data Summary

Paired Sale	Address City, State Zip APN	Type of Transaction Sale Date	Parcel Size (Acres) Parcel Size (Sq. Ft.)	Building Size (Sq. Ft.) Year Built	Bed Bath	To Edge of Traveled Way (Feet)	Sales Price	
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						~31 Feet Δ	**$10,000**	**0.65%**
PS-03	5696 Fallbrook Ct Dublin, CA 94568 986-71-25	Sale 11/03/21	0.05 2,356	2,705 2021	3 2.5	~75	$1,404,500	
PS-04	5661 Fallbrook Ct Dublin, CA 94568 986-71-47	Sale 10/29/21	0.09 3,730	2,705 2021	3 2.5	~38	$1,433,000	
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PS-03	5696 Fallbrook Ct Dublin, CA 94568 986-71-25	Sale 11/03/21	0.05 2,356	2,705 2021	3 2.5	~75	$1,404,500	
PS-05	5673 Fallbrook Ct Dublin, CA 94568 986-71-48	Sale 10/29/21	0.08 3,516	2,654 2021	3 2.5	~36	$1,443,500	
						~39 Feet Δ	**$39,000**	**2.78%**
PS-06	233 Zinnia Ct San Ramon, CA 94582 222-770-025-5	Sale 10/22/21	0.13 5,782	2,909 2021	4 3.5	~73	$1,711,500	
PS-07	265 Zinnia Ct San Ramon, CA 94582 222-770-033-9	Sale 09/28/21	0.14 5,870	2,909 2021	4 3.5	~53	$1,780,000	
						~20 Feet Δ	**$68,500**	**4.00%**
PS-08	7530 Balmoral Way San Ramon, CA 94582 223-750-006-7	Sale 05/26/22	0.19 8,239	3,884 2007	5 4.5	~83	$2,810,000	
PS-09	7500 Balmoral Way San Ramon, CA 94582 223-750-001-8	Sale 08/23/22	0.20 8,500	3,884 2007	5 4.5	~68	$2,768,000	
						~15 Feet Δ	**-$42,000**	**-1.49%**

Cost to Cure

As a result of the project, site improvements will be removed, including wooden fencing, a wooden gate and an automatic gate used to border and secure the subject property. Additionally, two tower lights that illuminate the subject property would be removed. It has been judged that there would be a diminution in value to the remainder by removing these site improvements. The cost to cure the damage as a result of removing these site improvements is the replacement cost less the depreciated value previously indicated and accounted for.

After the project, the subject property retains a similar overall utility in comparison with the before condition. Therefore, no permanent damages are judged to accrue to the remainder as a result of the proposed acquisitions required for the project or from the construction of the project as proposed, once the preceding items have been cured.

Benefits

Since no permanent damages accrue as a result of the proposed acquisitions, benefits have not been quantified.

Construction Contract Work (CCW)
The Contractor will notify the owner by written notification seven (7 calendar days) and 24 hours in advance of

beginning any work at the property. Prior to construction, the Contractor will be responsible to first install (and continually maintain) temporary 6-foot chain link fence at the temporary construction easement (TCE) limit. Once the temporary chain link fence is installed, the Contractor will remove the Property Owner's existing wood fence, two tower lights, automatic metal gates, wood animal pen, a portion of the rock landscape wall, driveway pavers, and mail box. The Contractor shall place the mailbox at a temporary location so that access to the mailbox will not be impaired. The Contractor will maintain access to the property during construction and would coordinate with the property owner (and approved by the City) if any access to the property is temporarily closed.

The Contractor will perform general clearing, grubbing and grading activities within the TCE and fee acquisition. The Contractor will then construct curb, gutter, sidewalk, retaining curb and landscaping along the subject street frontage. The Contractor will also construct new asphalt concrete driveway approaches from Tassajara Road to the TCE limits to conform to both of the property owner's existing driveway openings. The Contractor will place the mailbox to the permanent location as designated by the Engineer.

The Property Owner will be responsible to install fence, automatic metal gates and light towers. Once the permanent fence and gates are installed, the Contractor will remove the temporary chain link fence.
PG&E will relocate the service pole and service connection behind the proposed sidewalk.

CITY OF DUBLIN
APPRASAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 986-0028-002-00

DEFINITIONS*

① Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

② Improvements Pertaining to the Realty (if any)

Machinery, Fixtures and Equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty.

③ Severance Damages (Applies to Proposed Partial Acquisitions)

The appraisal also determines whether or not the City's proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages. (Cost to Cure)

④ Benefits (Applies to Proposed Partial Acquisitions)

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

**These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

Appraisal Summary and Offer of Just Compensation
Authorized and Approved for Presentation:

City of Dublin

By: Layni L. Aucoin

Title: **Assistant Public Works Director/City Engineer**

Date: 2/20/2024

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**"), by and between the CITY OF DUBLIN, a California municipal corporation ("**City**"), and JAVID ROSHAN AND ZARMINA MAYAR, husband and wife as joint tenants ("**Grantor**"). Grantor and City are individually referred to herein as a "**Party,**" and collectively referred to herein as the "**Parties.**"

RECITALS

A. Grantor is the owner of certain real property located in the City of Dublin, California, designated as APN 986-0028-002 (the "**Property**").

B. The Property is approximately 1.00 acres (43,560 square feet) in size. The site is vacant. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

C. The City is proposing to construct the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project ("**Project**"), which requires the acquisition of the Property.

D. City desires to acquire portions of Grantor's property for the construction of the Project. City proposes to acquire 1,972 square feet in Fee Simple and 2,095 square feet in Temporary Construction Easement, both more particularly described in Exhibits B and C attached hereto and incorporated herein by this reference.

E. Grantor and City have agreed to execute this Agreement in lieu of condemnation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Grantor and City hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Grantor hereby agrees to sell the Property to City, and City hereby agrees to acquire the Property from Grantor.

2.2 Purchase Price. The purchase price for the Property to be paid by City to Grantor (the "**Purchase Price**") is One Hundred Twenty Six Thousand, Five Hundred Dollars ($126,500). The full amount of the Purchase Price

shall be paid in immediately available funds to Grantor on the Closing Date (defined below).

2.3 Conveyance Notification. In the event Grantor sells, conveys or assigns any property interest, encumbered by the Agreement prior to City exercising the rights granted herein, Grantor shall notify the successor or assignor of the rights and obligations of both parties as included herein.

2.4 Unexpected Delays. In case of unpredictable delays in construction, upon written notification by City, the terms of the TCE may be extended by an amendment to this Agreement. Grantor shall be compensated based on fair market value as determined by the City using the same methodology as the appraisal. Payment shall be made to the Grantor for the extension prior to the expiration of the original TCE period.

2.5 Miscellaneous Realty Items Acquired. It is understood and agreed by and between the Parties hereto that payment in Section 2.2 above includes, but is not limited to, payment for 240 linear feet (lf) wooden fencing, 14 lf wooden gate, one automatic gate, 208 brick pavers, 48 square feet (sf) aggregate paving, two tower lights, one chicken coop, 1,282 sf landscaping, one water fountain, and one pergola, which are considered to be part of the realty and are being acquired by the City in this transaction

2.6 City Performed Work. All City performed work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the City or its authorized agent, shall be left in as good condition as found.

2.7 Cost to Cure Damages. It is understood and agreed by and between the Parties hereto that included in the amount payable under Section 2.2 above is payment in full to compensate Grantor for the Grantor's expenses associated with the following work: install 217 lf wooden fencing, 14 lf wooden gate, one automatic gate, and two tower lights.

3. ESCROW.

3.1 Escrow Account. The Parties shall open an escrow account (the "**Escrow**") with First American Title Company (the "**Escrow Holder**"). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within three (3) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is

received by Escrow Holder will be deemed the "**Opening of Escrow**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Satisfaction of Due Diligence Contingency. City shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason prior to the expiration of the "Due Diligence Contingency Period" (as defined in Section 4.2 below). City hereby agrees to provide written notice to Grantor prior to the expiration of the Due Diligence Contingency Period if City disapproves any due diligence items or approves all due diligence items ("**City Notice**"). If City disapproves any items through the delivery of the City Notice to Grantor before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and all amounts deposited by City into Escrow will be returned to City, and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If City fails to timely deliver the City Notice to Grantor, it will be conclusively presumed that City has approved all such items, matters or documents.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Grantor shall cause the Escrow Holder to deliver to City a Preliminary Title Report for the Property (the "**Preliminary Report**") within ten (10) days after the Effective Date. City shall have thirty (30) days after receipt of the Preliminary Report to approve the Preliminary Report. If there are any changes to the Preliminary Report prior to Closing, City shall have fifteen (15) days after receipt of the revised Preliminary Report to approve such changes. Notwithstanding City's delivery of the City Notice, City agrees to take title to the Property subject to the following "**Permitted Exceptions**:" (a) standard printed exceptions in the Preliminary Report, (b) general and special real property taxes and assessments constituting a lien not yet due and payable, and (c) any other title exceptions expressly approved by City pursuant to the City Notice.

4.2 Due Diligence Contingency Period. City will have sixty (60) days from the Effective Date (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property. During the Due Diligence Contingency Period, representatives of City shall have the right of access to all portions of the Property, at all reasonable times, for the purpose of conducting studies, inspections and investigations of the Property and obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the environmental condition of the Property, and geotechnical, seismic, mechanical, and engineering testing. Any such access to the Property by City shall be done at the sole expense of the City and shall be coordinated with Grantor's representatives. Any surveys and tests shall be undertaken only after securing any necessary permits from the appropriate governmental agencies. As soon as practical after the Effective

Date, Grantor shall provide to City copies of all reasonably available and known documents that Grantor has in its possession with respect to the Property. City hereby agrees to indemnify and hold Grantor harmless for any damage to the Property caused (but not merely revealed) by City's inspections.

4.3 Property Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Grantor to provide certain disclosures regarding natural hazards affecting the Property. Grantor agrees to disclose to City all material information with respect to the Property and all defects therein known by Grantor, and to make all necessary disclosures required by law. Grantor hereby represents to the best of its knowledge that it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Property notifying Grantor of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property or any portion thereof. "Best of its knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the best knowledge of Grantor employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of Grantor.

4.4 Occupants of the Property. Grantor shall, at no cost or expense to City, be responsible for (i) causing all occupants of the Property (if any) to vacate prior to the Closing, and (ii) for complying and/or causing compliance with all applicable laws and regulations concerning the displacement and/or relocation of all eligible persons from the Property, including without limitation, compliance with the California Relocation Assistance Law, California Government Code Section 7260, *et seq.*, all state and local regulations implementing such laws, and all other applicable state and local laws and regulations.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") will occur no later than thirty (30) days after the end of the Due Diligence Contingency Period ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 City's Conditions to Closing. City's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by City of its rights under this Agreement to terminate this Agreement.

(b) Grantor has deposited into the Escrow fully executed "Grant Deed" and "Grant of Temporary Construction Easement" (as defined in Section 5.5(a) below) and all other documents to be submitted by Grantor pursuant to this Agreement, all duly executed by Grantor.

(c) City has deposited into the Escrow the Purchase Price and all Escrow fees and costs of the buyer's title policy that are the responsibility of City under Section 5.5(d) below ("**City's Escrow and Title Costs**").

(d) Grantor's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(e) The Title Company is irrevocably committed to issue a CLTA or ALTA Title Policy to City, as selected by City, and such endorsements requested by City, insuring title to City in the full amount of the Purchase Price subject only to the Permitted Exceptions.

(f) There shall be no occupants of the Property, and any former occupants shall have received all relocation assistance and benefits as required by law.

(g) Grantor has performed all obligations to be performed by Grantor pursuant to this Agreement.

5.3 Grantor's Conditions to Closing. The Close of Escrow and Grantor's obligation to sell and convey the Property to City are subject to the satisfaction of the following conditions or Grantor's written waiver (in Grantor's sole discretion) of such conditions on or before the Closing Date:

(a) City has deposited into the Escrow the Purchase Price and City's Escrow and Title Costs.

(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed and Grant of Temporary Construction Easement and all

other documents to be submitted by City pursuant to this Agreement, all duly executed by City.

(c) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(d) City has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

5.4 Conveyance of Title. Grantor will deliver fee simple title and a temporary construction easement to City at the Closing, subject only to the Permitted Exceptions.

5.5 Deliveries at Closing.

(a) Deliveries by Grantor. Grantor shall deposit into the Escrow for delivery to City at Closing: (i) a grant deed (Exhibit B - the "**Grant Deed**"); (ii) a Grant of Temporary Construction Easement (Exhibit C - the "**Grant of TCE**"); and (iii) any other documents required for the Escrow.

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed and Grant of TCE, and (ii) immediately available funds in the amount equal to the Purchase Price as adjusted by any prorations between the Parties, and City's share of the Escrow and title fees.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed and Grant of TCE; (ii) disburse to Grantor the Purchase Price, less Grantor's share of any Escrow and title fees, costs and expenses; (iii) deliver to City a conformed copy of the original recorded Grant Deed and Grant of TCE; and (iv) distribute to itself the payment of Escrow fees and expenses required hereunder.

(d) Closing Costs. City and Grantor shall each be responsible for one-half of all Escrow fees (including the costs of preparing documents and instruments), recording fees, governmental conveyance fees and transfer taxes (if any). Grantor shall be responsible for the portion of the cost of the buyer's title insurance policy equal to the premium for a CLTA buyer's title policy in the amount of the Purchase Price. City shall be responsible for any additional costs of the buyer's title policy, including the incremental cost of an ALTA buyer's policy and the cost of any endorsements requested by City. The parties understand that there will be no recording fees or documentary transfer taxes for this transaction.

(e) Property Taxes. Proration of property taxes, if any, will be made at the Close of Escrow.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Grantor's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Grantor contained in other sections of this Agreement, Grantor hereby represents, warrants and covenants to City that the statements below in this Section 6.1 are each true and correct as of the Closing Date; provided, however, if to Grantor's actual knowledge any such statement becomes untrue prior to Closing, Grantor will notify City in writing and City will have three (3) business days thereafter to determine if City wishes to proceed with Closing. If City determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. Grantor has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Grantor, and upon delivery to and execution by City is a valid and binding agreement of Grantor. Grantor has complied with, and is not required to take any further actions to comply with, state surplus property law requirements, Grantor property conveyance requirements, or any other legal requirements except as provided in this Agreement.

(b) Encumbrances. Grantor has not sold, leased, alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, leases, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Grantor will not, directly or indirectly, sell, lease, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Close of Escrow, as long as this Agreement is in force.

(c) Other Agreements. There are no leases, purchase agreements, use agreements, or other agreements affecting the Property except those which have been disclosed by Grantor. There are no agreements affecting the Property which will be binding on the City or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice.

(d) No Occupants of Property. There are no tenants, occupants or other persons who reside on the Property or have any right to occupy the Property.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Grantor contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of Escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 City's Representations and Warranties. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Grantor that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to City's actual knowledge any such statement becomes untrue prior to Closing, City shall so notify Grantor in writing and Grantor shall have three (3) business days thereafter to determine if Grantor wishes to proceed with Closing.

(a) City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Grantor shall be a valid and binding agreement of City.

(b) Upon acquisition of the Property, City intends to use the Property for public purposes, including the construction of Tassajara Road Improvement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Grantor's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Grantor, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from Grantor or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Grantor is able to perform; or (iii) to terminate this Agreement upon written notice to Grantor, whereupon Grantor shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

8. BROKERS. Grantor represents that no real estate broker has been retained by Grantor in the sale of the Property or the negotiation of this Agreement. Grantor shall indemnify, hold harmless and defend City from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Grantor's conduct. City represents

that no real estate broker has been retained by City in the procurement of the Property or negotiation of this Agreement. City shall indemnify, hold harmless and defend Grantor from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of City's conduct.

9. MISCELLANEOUS.

9.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing Party" shall mean the Party determined by the court to most nearly prevail and not necessarily the Party in whose favor a judgment is rendered.

9.2 Interpretation. This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

9.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

9.4 Assignment. Absent an express signed written agreement between the Parties to the contrary, neither Grantor nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

9.5 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.7 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

9.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

9.9 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City:
City of Dublin
100 Civic Plaza
Dublin, California 94568
Attn: City Engineer
Copy to City Attorney

To Grantor: Javid Roshan and Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

To Escrow Holder: First American Title Company
_____
_____Attn: _____

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

9.10 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

9.11 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

9.12 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

9.13 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

9.14 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

9.15 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such

completely executed counterparts shall be sufficient proof of this Agreement.

9.16 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

9.17 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

9.18 City Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City's City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City's City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

IN WITNESS WHEREOF, this Agreement is executed by City and Grantor as of the Effective Date.

CITY OF DUBLIN,
a California municipal corporation

By: _____
Name: Linda Smith
Its: City Manager

Attest:

_____
City Clerk

Reviewed as to Form:

_____
City Attorney

JAVID ROSHAN AND ZARMINA MAYAR
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

EXHIBIT A

Real property in the City of Dublin, County of Alameda, State of California, described as follows:
BEGINNING AT A POINT ON THE WESTERN LINE OF TASSAJARA ROAD OR COUNTY ROAD NO. 2568, AT THE SOUTHERN END OF THE 69TH COURSE DESIGNATED AS SOUTH 2 DEGREES 41' 15" WEST 100 FEET, IN THE DECREE RENDERED IN THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION IN CASE NO. 22352-RECORDED (CERTIFIED COPY OF WHICH DECREE WAS RECORDED JUNE 8, 1945, BOOK 4721, PAGE 182, SERIES NO. SS-36105), ALAMEDA COUNTY RECORDS; RUNNING THENCE NORTH 86 DEGREES 23' 15" WEST 218.81 FEET; THENCE SOUTH 57 DEGREES 09' 56" WEST 368.18 FEET; THENCE SOUTH 86 DEGREES 54' 30" EAST 518.45 FEET TO SAID LINE OF TASSAJARA ROAD; AND THENCE ALONG THE LAST NAMED LINE NORTH 2 DEGREES, 41' 15" EAST 214.04 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM:

ALL THAT REAL PROPERTY DESCRIBED IN THE GRANT DEED FROM WILLIAM F. ALGER AND VIRGINIA ALGER TO EAST BAY REGIONAL PARK DISTRICT, FEBRUARY 3, 1977, REEL 4707, IMAGE 646, ALAMEDA COUNTY RECORDS.

APN: 986-0028-002

EXHIBIT B

Recording Requested By:

City of Dublin

No Fee for recording pursuant to Government Code Sections 6103 and 27383

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

APN: 986-0028-002-00 (portion of)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(FOR ROADWAY PURPOSES)
TASSAJARA ROAD IMPROVEMENTS -NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL

For valuable consideration, the receipt of which is hereby acknowledged, **Javid Roshan and Zarmina Mayar, husband and wife as joint tenants** (the "GRANTOR"), being the present title owner(s) of record of the herein described parcel of land, does hereby grant in fee title to the **City of Dublin,** a California municipal corporation ("GRANTEE"), for public roadway. purposes that portion of the real property situated in the City of Dublin, County of Alameda, State of California, Assessor's Parcel No. 986-0028-002-00, described in

Exhibit "A" (legal description) and depicted in **Exhibit "B"** (plat map) attached hereto and incorporated herein.

IN WITNESS THEREOF, the Grantor has properly executed this Grant Deed as of _____ day of _____, 202_.

GRANTOR:
Javid Roshan and Zarmina Mayar
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

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)
) ss
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.

_____
Notary Public

(Seal)

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:
1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

Dated



4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——— = LOT LINE
═══ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

N3°24'16"E 130.50' — L2 — N3°24'16"E 69.11' — L4
L1 — L3 — L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm

190525_DOC_PLAT.dwg COPYRIGHT © 2021 BKF ENGINEERS

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant Deed ("Grant"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the Grant, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the Grant from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

EXHIBIT C

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS
PROPERTY PORTION OF APN 986-28-2
5868 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**"), by and between the CITY OF DUBLIN, a California municipal corporation ("**City**"), and JAVID ROSHAN AND ZARMINA MAYAR, husband and wife as joint tenants (**"Grantor"**). Grantor and City are individually referred to herein as a "**Party,**" and collectively referred to herein as the "**Parties.**"

RECITALS

A. Grantor is the owner of certain real property located in the City of Dublin, California, designated as APN 986-0028-002 (the "**Property**").

B. The Property is approximately 1.00 acres (43,560 square feet) in size. The site is vacant. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

C. The City is proposing to construct the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project ("**Project**"), which requires the acquisition of the Property.

D. City desires to acquire portions of Grantor's property for the construction of the Project. City proposes to acquire 1,972 square feet in Fee Simple and 2,095 square feet in Temporary Construction Easement, both more particularly described in Exhibits B and C attached hereto and incorporated herein by this reference.

E. Grantor and City have agreed to execute this Agreement in lieu of condemnation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Grantor and City hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Grantor hereby agrees to sell the Property to City, and City hereby agrees to acquire the Property from Grantor.

2.2 Purchase Price. The purchase price for the Property to be paid by City to Grantor (the "**Purchase Price**") is One Hundred Twenty Six Thousand, Five Hundred Dollars ($126,500). The full amount of the Purchase Price

shall be paid in immediately available funds to Grantor on the Closing Date (defined below).

2.3 Conveyance Notification. In the event Grantor sells, conveys or assigns any property interest, encumbered by the Agreement prior to City exercising the rights granted herein, Grantor shall notify the successor or assignor of the rights and obligations of both parties as included herein.

2.4 Unexpected Delays. In case of unpredictable delays in construction, upon written notification by City, the terms of the TCE may be extended by an amendment to this Agreement. Grantor shall be compensated based on fair market value as determined by the City using the same methodology as the appraisal. Payment shall be made to the Grantor for the extension prior to the expiration of the original TCE period.

2.5 Miscellaneous Realty Items Acquired. It is understood and agreed by and between the Parties hereto that payment in Section 2.2 above includes, but is not limited to, payment for 240 linear feet (lf) wooden fencing, 14 lf wooden gate, one automatic gate, 208 brick pavers, 48 square feet (sf) aggregate paving, two tower lights, one chicken coop, 1,282 sf landscaping, one water fountain, and one pergola, which are considered to be part of the realty and are being acquired by the City in this transaction

2.6 City Performed Work. All City performed work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the City or its authorized agent, shall be left in as good condition as found.

2.7 Cost to Cure Damages. It is understood and agreed by and between the Parties hereto that included in the amount payable under Section 2.2 above is payment in full to compensate Grantor for the Grantor's expenses associated with the following work: install 217 lf wooden fencing, 14 lf wooden gate, one automatic gate, and two tower lights.

3. ESCROW.

3.1 Escrow Account. The Parties shall open an escrow account (the "**Escrow**") with First American Title Company (the "**Escrow Holder**"). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within three (3) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is

received by Escrow Holder will be deemed the "**Opening of Escrow**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Satisfaction of Due Diligence Contingency. City shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason prior to the expiration of the "Due Diligence Contingency Period" (as defined in Section 4.2 below). City hereby agrees to provide written notice to Grantor prior to the expiration of the Due Diligence Contingency Period if City disapproves any due diligence items or approves all due diligence items ("**City Notice**"). If City disapproves any items through the delivery of the City Notice to Grantor before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and all amounts deposited by City into Escrow will be returned to City, and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If City fails to timely deliver the City Notice to Grantor, it will be conclusively presumed that City has approved all such items, matters or documents.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Grantor shall cause the Escrow Holder to deliver to City a Preliminary Title Report for the Property (the "**Preliminary Report**") within ten (10) days after the Effective Date. City shall have thirty (30) days after receipt of the Preliminary Report to approve the Preliminary Report. If there are any changes to the Preliminary Report prior to Closing, City shall have fifteen (15) days after receipt of the revised Preliminary Report to approve such changes. Notwithstanding City's delivery of the City Notice, City agrees to take title to the Property subject to the following "**Permitted Exceptions**:" (a) standard printed exceptions in the Preliminary Report, (b) general and special real property taxes and assessments constituting a lien not yet due and payable, and (c) any other title exceptions expressly approved by City pursuant to the City Notice.

4.2 Due Diligence Contingency Period. City will have sixty (60) days from the Effective Date (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property. During the Due Diligence Contingency Period, representatives of City shall have the right of access to all portions of the Property, at all reasonable times, for the purpose of conducting studies, inspections and investigations of the Property and obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the environmental condition of the Property, and geotechnical, seismic, mechanical, and engineering testing. Any such access to the Property by City shall be done at the sole expense of the City and shall be coordinated with Grantor's representatives. Any surveys and tests shall be undertaken only after securing any necessary permits from the appropriate governmental agencies. As soon as practical after the Effective

Date, Grantor shall provide to City copies of all reasonably available and known documents that Grantor has in its possession with respect to the Property. City hereby agrees to indemnify and hold Grantor harmless for any damage to the Property caused (but not merely revealed) by City's inspections.

4.3 Property Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Grantor to provide certain disclosures regarding natural hazards affecting the Property. Grantor agrees to disclose to City all material information with respect to the Property and all defects therein known by Grantor, and to make all necessary disclosures required by law. Grantor hereby represents to the best of its knowledge that it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Property notifying Grantor of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property or any portion thereof. "Best of its knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the best knowledge of Grantor employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of Grantor.

4.4 Occupants of the Property. Grantor shall, at no cost or expense to City, be responsible for (i) causing all occupants of the Property (if any) to vacate prior to the Closing, and (ii) for complying and/or causing compliance with all applicable laws and regulations concerning the displacement and/or relocation of all eligible persons from the Property, including without limitation, compliance with the California Relocation Assistance Law, California Government Code Section 7260, *et seq.*, all state and local regulations implementing such laws, and all other applicable state and local laws and regulations.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") will occur no later than thirty (30) days after the end of the Due Diligence Contingency Period ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 City's Conditions to Closing. City's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by City of its rights under this Agreement to terminate this Agreement.

(b) Grantor has deposited into the Escrow fully executed "Grant Deed" and "Grant of Temporary Construction Easement" (as defined in Section 5.5(a) below) and all other documents to be submitted by Grantor pursuant to this Agreement, all duly executed by Grantor.

(c) City has deposited into the Escrow the Purchase Price and all Escrow fees and costs of the buyer's title policy that are the responsibility of City under Section 5.5(d) below ("**City's Escrow and Title Costs**").

(d) Grantor's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(e) The Title Company is irrevocably committed to issue a CLTA or ALTA Title Policy to City, as selected by City, and such endorsements requested by City, insuring title to City in the full amount of the Purchase Price subject only to the Permitted Exceptions.

(f) There shall be no occupants of the Property, and any former occupants shall have received all relocation assistance and benefits as required by law.

(g) Grantor has performed all obligations to be performed by Grantor pursuant to this Agreement.

5.3 Grantor's Conditions to Closing. The Close of Escrow and Grantor's obligation to sell and convey the Property to City are subject to the satisfaction of the following conditions or Grantor's written waiver (in Grantor's sole discretion) of such conditions on or before the Closing Date:

(a) City has deposited into the Escrow the Purchase Price and City's Escrow and Title Costs.

(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed and Grant of Temporary Construction Easement and all

other documents to be submitted by City pursuant to this Agreement, all duly executed by City.

(c) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(d) City has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

5.4 Conveyance of Title. Grantor will deliver fee simple title and a temporary construction easement to City at the Closing, subject only to the Permitted Exceptions.

5.5 Deliveries at Closing.

(a) Deliveries by Grantor. Grantor shall deposit into the Escrow for delivery to City at Closing: (i) a grant deed (Exhibit B - the "**Grant Deed**"); (ii) a Grant of Temporary Construction Easement (Exhibit C - the "**Grant of TCE**"); and (iii) any other documents required for the Escrow.

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed and Grant of TCE, and (ii) immediately available funds in the amount equal to the Purchase Price as adjusted by any prorations between the Parties, and City's share of the Escrow and title fees.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed and Grant of TCE; (ii) disburse to Grantor the Purchase Price, less Grantor's share of any Escrow and title fees, costs and expenses; (iii) deliver to City a conformed copy of the original recorded Grant Deed and Grant of TCE; and (iv) distribute to itself the payment of Escrow fees and expenses required hereunder.

(d) Closing Costs. City and Grantor shall each be responsible for one-half of all Escrow fees (including the costs of preparing documents and instruments), recording fees, governmental conveyance fees and transfer taxes (if any). Grantor shall be responsible for the portion of the cost of the buyer's title insurance policy equal to the premium for a CLTA buyer's title policy in the amount of the Purchase Price. City shall be responsible for any additional costs of the buyer's title policy, including the incremental cost of an ALTA buyer's policy and the cost of any endorsements requested by City. The parties understand that there will be no recording fees or documentary transfer taxes for this transaction.

(e) Property Taxes. Proration of property taxes, if any, will be made at the Close of Escrow.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Grantor's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Grantor contained in other sections of this Agreement, Grantor hereby represents, warrants and covenants to City that the statements below in this Section 6.1 are each true and correct as of the Closing Date; provided, however, if to Grantor's actual knowledge any such statement becomes untrue prior to Closing, Grantor will notify City in writing and City will have three (3) business days thereafter to determine if City wishes to proceed with Closing. If City determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. Grantor has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Grantor, and upon delivery to and execution by City is a valid and binding agreement of Grantor. Grantor has complied with, and is not required to take any further actions to comply with, state surplus property law requirements, Grantor property conveyance requirements, or any other legal requirements except as provided in this Agreement.

(b) Encumbrances. Grantor has not sold, leased, alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, leases, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Grantor will not, directly or indirectly, sell, lease, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Close of Escrow, as long as this Agreement is in force.

(c) Other Agreements. There are no leases, purchase agreements, use agreements, or other agreements affecting the Property except those which have been disclosed by Grantor. There are no agreements affecting the Property which will be binding on the City or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice.

(d) No Occupants of Property. There are no tenants, occupants or other persons who reside on the Property or have any right to occupy the Property.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Grantor contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of Escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 City's Representations and Warranties. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Grantor that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to City's actual knowledge any such statement becomes untrue prior to Closing, City shall so notify Grantor in writing and Grantor shall have three (3) business days thereafter to determine if Grantor wishes to proceed with Closing.

(a) City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Grantor shall be a valid and binding agreement of City.

(b) Upon acquisition of the Property, City intends to use the Property for public purposes, including the construction of Tassajara Road Improvement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Grantor's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Grantor, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from Grantor or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Grantor is able to perform; or (iii) to terminate this Agreement upon written notice to Grantor, whereupon Grantor shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

8. BROKERS. Grantor represents that no real estate broker has been retained by Grantor in the sale of the Property or the negotiation of this Agreement. Grantor shall indemnify, hold harmless and defend City from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Grantor's conduct. City represents

that no real estate broker has been retained by City in the procurement of the Property or negotiation of this Agreement. City shall indemnify, hold harmless and defend Grantor from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of City's conduct.

9. MISCELLANEOUS.

9.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing Party" shall mean the Party determined by the court to most nearly prevail and not necessarily the Party in whose favor a judgment is rendered.

9.2 Interpretation. This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

9.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

9.4 Assignment. Absent an express signed written agreement between the Parties to the contrary, neither Grantor nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

9.5 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.7 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

9.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

9.9 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City: City of Dublin
100 Civic Plaza
Dublin, California 94568
Attn: City Engineer
Copy to City Attorney

To Grantor: Javid Roshan and Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

To Escrow Holder: First American Title Company
_____
_____Attn: _____

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

9.10 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

9.11 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

9.12 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

9.13 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

9.14 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

9.15 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such

completely executed counterparts shall be sufficient proof of this Agreement.

9.16 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

9.17 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

9.18 City Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City's City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City's City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

IN WITNESS WHEREOF, this Agreement is executed by City and Grantor as of the Effective Date.

CITY OF DUBLIN,
a California municipal corporation

By: _____
Name: Linda Smith
Its: City Manager

Attest:

_____
City Clerk

Reviewed as to Form:

_____
City Attorney

JAVID ROSHAN AND ZARMINA MAYAR
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

EXHIBIT A

Real property in the City of Dublin, County of Alameda, State of California, described as follows:
BEGINNING AT A POINT ON THE WESTERN LINE OF TASSAJARA ROAD OR COUNTY ROAD NO. 2568, AT THE SOUTHERN END OF THE 69TH COURSE DESIGNATED AS SOUTH 2 DEGREES 41' 15" WEST 100 FEET, IN THE DECREE RENDERED IN THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION IN CASE NO. 22352-RECORDED (CERTIFIED COPY OF WHICH DECREE WAS RECORDED JUNE 8, 1945, BOOK 4721, PAGE 182, SERIES NO. SS-36105), ALAMEDA COUNTY RECORDS; RUNNING THENCE NORTH 86 DEGREES 23' 15" WEST 218.81 FEET; THENCE SOUTH 57 DEGREES 09' 56" WEST 368.18 FEET; THENCE SOUTH 86 DEGREES 54' 30" EAST 518.45 FEET TO SAID LINE OF TASSAJARA ROAD; AND THENCE ALONG THE LAST NAMED LINE NORTH 2 DEGREES, 41' 15" EAST 214.04 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM:

ALL THAT REAL PROPERTY DESCRIBED IN THE GRANT DEED FROM WILLIAM F. ALGER AND VIRGINIA ALGER TO EAST BAY REGIONAL PARK DISTRICT, FEBRUARY 3, 1977, REEL 4707, IMAGE 646, ALAMEDA COUNTY RECORDS.

APN: 986-0028-002

EXHIBIT B

Recording Requested By:

City of Dublin

No Fee for recording pursuant to Government Code Sections 6103 and 27383

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

APN: 986-0028-002-00 (portion of)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(FOR ROADWAY PURPOSES)
TASSAJARA ROAD IMPROVEMENTS -NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL

For valuable consideration, the receipt of which is hereby acknowledged, **Javid Roshan and Zarmina Mayar, husband and wife as joint tenants** (the "GRANTOR"), being the present title owner(s) of record of the herein described parcel of land, does hereby grant in fee title to the **City of Dublin,** a California municipal corporation ("GRANTEE"), for public roadway. purposes that portion of the real property situated in the City of Dublin, County of Alameda, State of California, Assessor's Parcel No. 986-0028-002-00, described in

Exhibit "A" (legal description) and depicted in **Exhibit "B"** (plat map) attached hereto and incorporated herein.

IN WITNESS THEREOF, the Grantor has properly executed this Grant Deed as of _____ day of _____, 202_.

GRANTOR:
Javid Roshan and Zarmina Mayar
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

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)
) ss
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.

_____
Notary Public

(Seal)

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:
1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868

_____
Dated



4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——— = LOT LINE
═══ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm
190525_DOC_PLAT.dwg

COPYRIGHT © 2021 BKF ENGINEERS

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant Deed ("Grant"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the Grant, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the Grant from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

EXHIBIT C

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS
PROPERTY PORTION OF APN 986-28-2
5868 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recording Requested By:

City of Dublin

No Fee for recording pursuant to Government Code Sections 6103 and 27383

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

APN: 986-0028-002-00 (portion of)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(FOR ROADWAY PURPOSES)
TASSAJARA ROAD IMPROVEMENTS -NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL

For valuable consideration, the receipt of which is hereby acknowledged, **Javid Roshan and Zarmina Mayar, husband and wife as joint tenants** (the "GRANTOR"), being the present title owner(s) of record of the herein described parcel of land, does hereby grant in fee title to the **City of Dublin,** a California municipal corporation ("GRANTEE"), for public roadway. purposes that portion of the real property situated in the City of Dublin, County of Alameda, State of California, Assessor's Parcel No. 986-0028-002-00, described in

Exhibit "A" (legal description) and depicted in **Exhibit "B"** (plat map) attached hereto and incorporated herein.

IN WITNESS THEREOF, the Grantor has properly executed this Grant Deed as of _____ day of _____, 202_.

GRANTOR:
Javid Roshan and Zarmina Mayar
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

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)
) ss
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.

_____
Notary Public

(Seal)

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:

1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868

_____
Dated



4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——— = LOT LINE
═══ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'
POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF
BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm

190525_DOC_PLAT.dwg COPYRIGHT © 2021 BKF ENGINEERS

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant Deed ("Grant"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the Grant, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the Grant from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS
PROPERTY PORTION OF APN 986-28-2
5868 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

City of Dublin

Return to:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

APN: Portion of 986-28-1

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions executed by the parties hereto on or about the date hereof (AGREEMENT), the undersigned, JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS (GRANTOR), hereby grants to the CITY OF DUBLIN, A Municipal Corporation (CITY), and its successors and assigns a Temporary Construction Easement, over, across, under and through the real property situated in the City of Dublin, County of Alameda, State of California, described in Exhibit A, attached hereto (EASEMENT AREA) for public road construction and conformance purposes related to the **Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School** (PROJECT).

The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be reconstructed at the CITY's sole expense upon the termination of the Temporary Construction Easement and will be restored to their original condition or as close thereto as is feasible. If reconstruction is not feasible, the CITY will pay GRANTOR the value of such improvements, which payment shall be in addition to the compensation set forth in the AGREEMENT.

This Temporary Construction Easement is for a period of twelve (12) months, to commence upon fourteen (14) days written notice from the CITY to GRANTOR, and shall terminate 12 months after such commencement. In the event the CITY occupies the Temporary Construction Easement area beyond the 12 months, the CITY shall pay GRANTOR additional compensation pursuant to the provisions of the AGREEMENT. In no event shall this Temporary Construction Easement extend beyond the completion of construction. At no additional cost to the CITY, the CITY shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the

completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by the CITY in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

The rights and obligations contained in this Grant of Temporary Construction Easement will **(a)** run with the Property and burden, inure to and be for the benefit of and are binding on the Property, Grantor and its successors and assigns, and be an equitable servitude of Grantor and its successors and assigns, and **(b)** constitute an easement in gross for the benefit of the CITY and its successors and assigns, and will be binding on the CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS

By: _____
Javid Roshan

By: _____
Zarmina Mayar

ATTACH NOTARIZATION

October 24, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to the westerly line of Tassajara Road;

Thence along the northerly line of said lands (2013-350453), North 85°42'56" West 9.00 feet, said point also bring the **TRUE POINT OF BEGINING**;

Thence along said northerly line, North 85°37'49" West, 10.00 feet;

Thence leaving said northerly line, South 3°24'16" West, 214.22 feet to the southerly line of said lands;

Thence along said southerly line, South 86°09'04" East, 10.00 feet;

Thence leaving said southerly line the following five (5) courses:
1) North 3°24'16" East, 130.51 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the **TRUE POINT OF BEGINNING.**

Containing 2,095 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

Dated



4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——— = LOT LINE
═══ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N85°37'49"W	10.00'
L2	S86°09'04"E	10.00'
L3	N86°35'44"W	0.67'
L4	S86°35'44"E	0.67'
L5	N03°24'16"E	14.51'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

S3°24'16"W 214.22'

L2 L3 L1

N3°24'16"E 130.51' N3°24'16"E 69.11' L5 TPOB

L4

N85°42'56"W
9.00'

TEMPORARY CONSTRUCTION EASEMENT
2,095 SQ.FT.±

N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 10/24/2022 Chkd. WS
SHEET 1 OF 1

Plot Oct 24, 2022 at 10:42am

190525_DOC_PLAT.dwg COPYRIGHT © 2021 BKF ENGINEERS

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)
) ss
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.

_____
Notary Public

(Seal)

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant of Temporary Construction Deed ("TCE"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the TCE, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the TCE from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

DUBLIN
CALIFORNIA
THE NEW
AMERICAN
BACKYARD

July 1, 2024

Javid Roshan
Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

SUBJECT: Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, City Project No. ST0119
Site Address: 5868 Tassajara Road, Dublin, CA
APN: 986-28-2

Dear Property Owners,

The City of Dublin (City) recently updated its original appraisal report for the certain property rights proposed to be acquired. The update has resulted in an increased value from $78,600 to $104,000. Therefore, the City is updating its government code offer to you for the proposed property rights in the amount of $104,000.

Attached for your review are the following updated documents:

1. Appraisal Summary Statement and Summary of the Basis of Just Compensation
2. Property Purchase Agreement and Joint Escrow Instructions (2)
3. Grant Deed
4. Grant of Temporary Construction Easement Deed

However, for settlement purposes only, the City is willing to compensate you $152,000 which is $23,500 above the City's offer of $126,500 which was the amount previously presented to you by letter on February 20, 2024. Please consider this amount and if acceptable to you, please contact Rosalyn Zeigler of Associated Right of Way Services, Inc. (AR/WS) at (925) 691-2872 or rzeigler@arws.com. We kindly request that you respond to the City's settlement offer by July 8, 2024. Thank you for your patience and continued cooperation throughout this process.

Sincerely,

Laurie L. Sucgang

Laurie Sucgang, P.E.
Assistant Public Works Director/City Engineer

cc: Michael Boitnott, P.E., Capital Improvement Program Manager, City of Dublin
Rosalyn Zeigler, AR/WS

City Council
925.833.6650
City Manager
925.833.6650
Community Development
925.833.6610
Economic Development
925.833.6650
Finance/IT
925.833.6640
Fire Prevention
925.833.6606
Human Resources
925.833.6605
Parks & Community Services
925.833.6645
Police
925.833.6670
Public Works
925.833.6630

100 Civic Plaza
Dublin, CA 94568
P 925.833.6650
F 925.833.6651
www.dublin.ca.gov

CITY OF DUBLIN
APPRASAL SUMMARY STATEMENT AND APN: 986-0028-002-00
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

BASIC PROPERTY DATA

OWNER:	Javid Roshan and Zarmina Mayar
PROJECT:	Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School
PROPERTY ADDRESS:	5868 Tassajara Road, Dublin, California
DATE PROPERTY ACQUIRED BY OWNER:	Over five (5) years.
ZONING:	PD RESO. 104-94 (Planned Development)
GENERAL PLAN:	Stream Corridor; Medium Density Residential
PRESENT USE:	Owner-occupied Residential
HIGHEST AND BEST USE ①:	As Vacant: Medium density residential development at the highest density allowed and approved by the City. As Vacant (Porterville Premise): Single-family residential lot. As Improved: Continued use of the existing improvements with redevelopment potential.
TOTAL PROPERTY AREA:	1 Acre or 43,740 square feet (sf)
PROPERTY RIGHTS PROPOSED TO BE ACQUIRED:	Partial Fee Simple: 1,972 sf. Temporary Construction Easement: 2,095 sf.
DATE OF THIS VALUATION:	October 22, 2023

BASIS OF VALUATION

The just compensation being offered by the City of Dublin (City) is not less than the City's approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales of comparable properties and income data are utilized. Principal transactions of comparable properties, where evaluated, are included herein on Page 8. The appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

California Code of Civil Procedure Section 1263.320 defines fair market value as follows:

a.) The fair market value of the property taken is the highest price as the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b.) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The market value for the property proposed to be acquired by the City is based upon Code of Civil Procedure Section 1263.320a as defined on the first page.

Value of the Entire Property: $ 635,000 (on a lot basis)

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

Value of the Property Rights proposed to be acquired:

A. Fee Simple Land and included Site Improvements: $ 94,302.00

Property Rights Appraised	Land Area (Sq.Ft.)		Estimated Value / Sq.Ft.		Estimated Value
Partial Fee Simple Acquisiton	1,972	x	$14.52	=	$28,633
Total Proposed Fee Simple Land Acquisition:					**$28,633**

Site Improvements	Sq. Ft. / Ln. Ft. / Units		Replacement Cost New ($/Unit)		Less Depreciation	=	Estimated Value
Wooden fencing	240	x	$52.00	-	25%	=	$9,360
Wooden gate	14	x	$52.00	-	25%	=	$546
Automatic gate	1	x	$2,750.00	-	25%	=	$2,063
Brick pavers	208	x	$22.00	-	25%	=	$3,432
Aggregate paving	48	x	$15.00	-	25%	=	$540
Tower lights	2	x	$3,100.00	-	25%	=	$4,650
Chicken coop	1	x	$1,000.00	-	0%	=	$1,000
Landscaping	1,282	x	$17.00	-	0%	=	$21,794
Water fountain	1	x	$11,000.00	-	0%	=	$11,000
Pergola	15	x	$30.00	-	25%	=	$338
Subtotal Site Improvement Acquisitions							$54,723
Contingency (10%)							$5,473
Entrepreneurial Incentive (10%)							$5,473
Total Site Improvement Acquisitions:							**$65,669**

Improvements Pertaining to the Realty ②: $ N/A

B. Permanent Easement: $ N/A

C. Temporary Construction Easement $ 3,042.00

Property Rights Appraised	Land Area (Sq. Ft.)		Estimated Value / Sq. Ft.		Rental Rate / Month		Duration (Years)		Estimated Value
Temporary Construction Easement	2,095	x	$14.52	x	10%	x	1	=	$3,042
Total Proposed Temporary Construction Easement Acquisition:									**$3,042**

$ 97,344.00
(Sum of items A thru D)

Severance Damages③:

In addition to determine the market value of the parcel sought to be acquired severance damages were considered. Severance damages are determined based on whether or not the remainder would be diminished in value by reason of the proposed acquisition and/or by the construction of the improvement in the manner proposed. Some severance damage may be mitigated or entirely eliminated by estimating the cost to cure the damage. Where severance damages are found, offsetting benefits are determined. (See Page 12 – Benefits defined.) Under California law, benefits can only be offset against severance damages. If no severance damages are found, there is no application of offsetting benefits.

No severance damages were found for the following reasons: Cost of curing the severance has been determined to be the best measure of severance for the proposed acquisition. The cost to cure is estimated to be $6,288.00 and its breakdown is as follows on the next page:

E. Cost to Cure Damages: $ 6,288.00

Site Improvements	Sq. Ft. / Ln. Ft. / Units		Replacement Cost New ($/Unit)		Less Amount In Improvements		Estimated Value
Wooden fencing	217	x	$52.00	-	$8,463*	=	$2,821
Wooden gate	14	x	$52.00	-	$546	=	$182
Automatic gate	1	x	$2,750.00	-	$2,063	=	$687
Tower lights	2	x	$3,100.00	-	$4,650	=	$1,550
Subtotal Site Improvement Acquisitions							$5,240
Contingency (10%)							$524
Entrepreneurial Incentive (10%)							$524
Total Damages (Cost to Cure):							**$6,288**

*Represents the value concluded in the improvement section for the amount of fencing being replaced as a cost to cure on a linear foot basis

F. Incurable Damages: $ N/A

Total Damages: $ 6,288.00
(Sum of items E & F)

Benefits④: $ Not Quantified

JUST COMPENSATION FOR ACQUISITION: **$ 103,632.00**

Rounded to: $ 104,000.00

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL

The Sales Comparison approach is based on the consideration of comparable land sales.

Indicated value by Sales Comparison Approach: $ 635,000 or $14.52 per sf

See page 8 for principal transactions

The income and cost approaches are not considered applicable to this assignment since these approaches do not typically apply to the valuation of land.

SUMMARY OF THE BASIS FOR JUST COMPENSATION
Narrative summary of the valuation process supporting compensation:

Project Description
The project involves a redesign of portions of the future widening of Tassajara Road within the proposed project limits. Much of the roadway has already been developed as part of the Eastern Dublin Specific Plan even before the Plan was adopted. The current project proposed a reduction in the number of travel lanes for currently unimproved and improved portions of Tassajara Road from six to four lanes. Roadway reductions would be implemented as part of road improvement projects undertaken by the City as part of the Capital Improvement Project.

Two segments of existing Tassajara Road are proposed for improvements to four travel lanes. The City proposes to undertake the initial phase of the road widening improvements, identified as Segment 1, in the immediate future. The northern segment (Segment 2) extends from north of Palisades Drive-Kylemore Entry intersection on the south to the northern city limit. The southern segment of the road (Segment 1) stretches from a point located north of North Dublin Ranch Drive to a point just south of the southern boundary of Quarry Lane School.

Property Description
Larger Parcel
There are three criteria, or tests, for determining the larger parcel. These are: unity of ownership; contiguity; and unity of use. Abutting parcels to the subject are under different ownership. It has been concluded that assessor's parcel number 986-28-2 comprises a single economic unit and is the larger parcel or subject property.

Site Description
The subject property is located on the west side of Tassajara Road in the City of Dublin. The property has approximately 215 linear feet of frontage along Tassajara Road. Near the subject property, Tassajara Road is a two-lane, two-directional arterial roadway that traverses in a north-south direction between Fallon Road and Interstate-580. The area near the subject property is comprised primarily of single family residential, rural residential, agricultural and public properties. The subject site appears to be currently used for residential purposes. Further south toward Dublin Boulevard and Interstate 580 are a variety of uses including single family and multifamily residential uses, retail centers, restaurants, offices, medical uses, and automotive dealerships. The subject property is just northeast of the Alameda County Santa Rita Jail.

The Alameda County Assessor identifies the subject property as Assessor's Parcel Number 986-0028-002-00, as previously described. According to public records, the site is 1 acre or 43,740 square feet in size. The subject is generally level in topography, except for the area within the creek. Surrounding areas are rolling and hilly in topography. The subject site is rectangular in shape with the Tassajara Creek crossing the rear of the property.

Improvement Description
The subject property appears to be improved with a single-family dwelling and various ancillary structures. However, the buildings located on the subject property are not impacted by the proposed acquisition, so an interior inspection of the structures were not performed, nor were they measured. The improvements are assumed to be adequately served by an on-site well and septic system.

Site improvements located within the proposed acquisition area include portions of wooden fencing, a wooden gate, an automatic gate, brick pavers, aggregate paving, tower lights, a chicken coop, landscaping, water fountain, a pergola, and a mailbox.

Personal Property Description
A detailed inventory of personal property on the subject property was not taken by the Appraiser. No interior inspection was made of the structures located on the subject property, since these improvements were not located in the proposed acquisition areas. Therefore, items of personal property within the structures are unknown but are assumed to be typical of the market for similar improvements. Various miscellaneous items were observed within the proposed acquisition areas at the time of inspection.

Zoning and Highest and Best Use:
The zoning category for the subject is PD RESO. 104-94 (Planned Development).

According to the Dublin Municipal Code, the purpose of the Planned Development District is to:

A. Establish a Planned Development Zoning District through which one or more properties are planned as a unit with development standards tailored to the site.
B. Provide maximum flexibility and diversification in the development of property.
C. Maintain consistency with, and implement the provisions of, the Dublin General Plan and applicable Specific Plans.
D. Protect the integrity and character of both residential and non-residential areas of the City.
E. Encourage efficient use of land for preservation of sensitive environmental areas such as open space areas and topographic features.
F. Provide for effective development of public facilities and services for the site.
G. Encourage use of design features to achieve development that is compatible with the area.
H. Allow for creative and imaginative design that will promote amenities beyond those expected in conventional developments.

Permitted uses. No use other than an existing use is permitted in a Planned Development Zoning District except in accordance with a Development Plan adopted pursuant to the Planned Development Zoning District chapter of the municipal code.

PD Resolution No. 104-94 appears to indicate a PD - Single Family zoning district (0.9-6.0 dwelling units per acre), which is established to: a) reserve appropriately located areas for family living at reasonable population densities consistent with sound standards of public health and safety; b) ensure adequate light, air, privacy and open space for each dwelling; c) provide space for semi-public facilities needed to complement urban residential areas and for institutions that require a residential environment; and d) accommodate single family housing, including a wide range of units from small-lot and zero-lot line units to large-estate units.

The zoning designation appears to be outdated and not to be consistent with the General Plan and Specific land use designations, which are designated for more intense uses. According to the City's Community Development Department, a new development would typically have a new planned development plan put in place, which would establish development standards and regulations.

The General Plan land use designation for the subject is a mix of Stream Corridor; Medium Density Residential.

According to the General Plan Land Use Map, the Stream Corridor designation is categorized under the Public/Semi-Public/Open Space classification. As stated in the General Plan, the intent of the Open Space "designation is to ensure the protection of those areas with special significance such as areas with slopes over 30 percent; stream and drainage way protection corridors; woodlands; and visually-sensitive ridgelands. The City may allow only open space uses on this land. Equestrian, riding, and hiking trails will be encouraged. Other types of recreational uses, agriculture and grazing may be permitted where appropriate."

The Conservation Element of the General Plan states guiding policies for stream corridors and riparian vegetation.

1. Protect riparian vegetation as a protective buffer for stream quality and for its value as a habitat and aesthetic resource
2. Promote access to stream corridors for passive recreational use and to allow stream maintenance and improvements as necessary, while respecting the privacy of owners of property abutting stream corridors.

According to the City's Engineering Department, pursuant to Section 7.74.110 Watercourse protection, setbacks from a watercourse are thirty feet (30') of the centerline of any creek or twenty feet (20') of the top of a bank. Additionally, the City's Community Development Department indicated that these setbacks would likely be the minimum, but development requirements may be greater.

As stated in the General Plan, the Residential: Medium Density "designation allows attached residential units and typically includes detached, zero-lot line, duplex, townhouse, and garden apartment development. A second unit (either attached or detached is also permitted on individual parcels.) The density range for the medium density residential designation is 6.1 to 14.0 units per gross residential acre.

Additionally, the subject property is within the Eastern Dublin Specific Plan with a mix of land use designations of Open Space and Medium Density Residential. As stated in the Specific Plan, the Open Space designation "protects areas with important and/or sensitive resources and areas with natural hazards from development. Open Space lands include: areas dedicated to the City as open space; areas with slopes predominantly over 30%; stream and drainage way protection corridors; woodlands; visually-sensitive ridgelands; and grazing lands. In general, open space lands are to be preserved with minimal development. Privately held agricultural land can be used for agricultural production and grazing. Structures related to these agricultural activities will be permitted. In sensitive resource areas and areas set aside to protect public health and safety, uses will be limited to passive recreation (i.e., walking, hiking, etc.). Development in these areas will be limited to trail improvements.

As stated in the Specific Plan, the Residential: Medium Density "provides for a mix of single family detached and attached units and multi-family units. The density range allows for detached, zero-lot line, duplex, townhouse, and garden apartment development. It is intended that within areas with this designation, that dwelling unit types and densities would be varied to accommodate a range of housing needs. Assumed household size is 2.0 persons per unit." The density range for the medium density residential designation is 6.1 to 14.0 units per gross residential acre.

As If Vacant

In the case of the subject property, the legally permissible uses are determined by the City of Dublin, which has zoning jurisdiction over the subject. As indicated earlier, the subject property is zoned PD RESO. 104-94 (Planned Development), which does not permit uses other than an existing use except when a Development Plan is adopted. PD Resolution No. 104-94 appears to indicate a PD - Single Family zoning district (0.9-6.0 dwelling units per acre). The zoning designation appears to be outdated and not to be consistent with the General Plan and Specific land use designations, which are designated for more intense uses. The General Plan land

use designation for the subject is a mix of Stream Corridor and Medium Density Residential. The Eastern Dublin Specific Plan designates land uses for the subject as a mix of Open Space and Medium Density Residential.

The subject property is approximately 1 acre or 43,740 square feet. The subject is generally level in topography, except for the area within the creek. The subject site is rectangular in shape with the Tassajara Creek crossing the rear of the property. The market for residential properties over the past several years, including vacant residential land and rural residential sites, has improved considerably. The highest and best use of the subject property, as if vacant, would be for medium density residential development at the highest density allowed and approved by the City.

As Improved
The subject property appears to be improved with a single-family dwelling and various ancillary structures. The subject property has a mix of Stream Corridor/Open Space and Medium Density Residential land use designations according to General Plan and Eastern Dublin Specific Plan. The western portion of the property is designated Stream Corridor/Open Space primarily where the Tassajara Creek crosses the property and a portion of the level area of the site. The eastern portion is designated Medium Density Residential. The highest and best use of the subject property, as improved, is for the continued use of the existing improvements with redevelopment potential in the future once land value exceeds the value at the current improved use.

Dedication Requirements
In addition to state statutes, court decisions govern the appraisal of land required for public improvements. Two cases, City of Porterville v. Young and City of Fresno v. Cloud recognize the power of local jurisdictions to require the dedication of land as a condition of obtaining development approval and are a consideration in evaluating the highest and best use at which the property is appraised.

The City of Dublin currently has a dedication policy. According to the City's Land Development Department, subject property would be subject to dedication requirements per the below references:

- Per DMC section 7.72.020, for building permits and various planning entitlements including Condition Use Permits, Site Development Review, Variance, and Planned Development, if the proposed project will result in an increase in traffic generation or adversely affect public safety then dedication and improvements are required.
- Per DMC section 7.72.050, exceptions, the provisions of Section 7.72.020 shall not be applicable to a building permit issued for construction, reconstruction, or remodeling of a single-family or two (2) family dwelling, unless such reconstruction or remodeling converts such dwelling or portion thereof to any other use.
- Per DMC section 9.08.090 (B) and 9.08.100 (B), for subdivisions the City can condition right of way dedications.

It is understood that the subject property would be subject to dedication requirements if a permit to develop were applied for by the owner. The owner would be required to dedicate land for the roadway of Tassajara Road.

Where a portion of property would typically be required to be dedicated for a public use as a condition of obtaining development approval for a higher or more profitable use, that portion of the property being acquired for the same public use prior to the imposition of the dedication requirement is appraised at the use that is permissible without triggering a dedication requirement. Therefore, the subject underlying land is appraised consistent with its current residential use, as a single-family residential lot.

Valuation Approach

Sales Comparison Approach

Since the proposed acquisitions will include only land and site improvements, only the value of the land has been estimated, by applying the Sales Comparison Approach. The prices paid for land with similar development potential as the subject provide a basis for estimating the value of the subject by comparison. The concluded unit value has been used to value the proposed acquisitions.

A modified cost approach was used to value site improvements that will be affected as a result of the project. The income approach was not utilized because sellers, buyers, and our peers in this market rarely rely on this approach when offering, purchasing, or valuing land similar to the subject underlying land.

Research was conducted to find comparable land sales in the subject's market area. The comparable sales were researched, inspected, and verified to the extent possible. Those that could not be confirmed with a party to the transaction were verified through public records, subscription services and other sources. The following table displays a summary of the selected sales reflecting the actions of buyers and sellers in the marketplace and judged to be most representative of current market conditions for the subject property.

Sales Data Summary Table

Sales Data Summary

Paired Sale	Address City, State Zip APN	Type of Transaction Sale Date	Parcel Size (Acres) Parcel Size (Sq. Ft.)	Building Size (Sq. Ft.) Year Built	Bed Bath	To Edge of Traveled Way (Feet)	Sales Price	Agent Contact Number
PS-01	5639 Fallbrook Ct Dublin, CA 94568 986-71-44	Sale 12/30/21	0.06 2,394	2,870 2021	4 3.5	~53	$1,530,000	
PS-02	5615 Fallbrook Ct Dublin, CA 94568 986-41-40	Sale 12/30/21	0.07 2,897	2,870 2021	4 3.5	~22	$1,540,000	
						~31 Feet Δ	**$10,000**	**0.65%**
PS-03	5696 Fallbrook Ct Dublin, CA 94568 986-71-25	Sale 11/03/21	0.05 2,356	2,705 2021	3 2.5	~75	$1,404,500	
PS-04	5661 Fallbrook Ct Dublin, CA 94568 986-71-47	Sale 10/29/21	0.09 3,730	2,705 2021	3 2.5	~38	$1,433,000	
						~37 Feet Δ	**$28,500**	**2.03%**
PS-03	5696 Fallbrook Ct Dublin, CA 94568 986-71-25	Sale 11/03/21	0.05 2,356	2,705 2021	3 2.5	~75	$1,404,500	
PS-05	5673 Fallbrook Ct Dublin, CA 94568 986-71-48	Sale 10/29/21	0.08 3,516	2,654 2021	3 2.5	~36	$1,443,500	
						~39 Feet Δ	**$39,000**	**2.78%**
PS-06	233 Zinnia Ct San Ramon, CA 94582 222-770-025-5	Sale 10/22/21	0.13 5,782	2,909 2021	4 3.5	~73	$1,711,500	
PS-07	265 Zinnia Ct San Ramon, CA 94582 222-770-033-9	Sale 09/28/21	0.14 5,870	2,909 2021	4 3.5	~53	$1,780,000	
						~20 Feet Δ	**$68,500**	**4.00%**
PS-08	7530 Balmoral Way San Ramon, CA 94582 223-750-006-7	Sale 05/26/22	0.19 8,239	3,884 2007	5 4.5	~83	$2,810,000	Listing Agent - Noa Gold (415) 699-5073; (415) 456-3000 Buyer's Agent - Girish Bangalore (408) 420-0646; (510) 651-6500
PS-09	7500 Balmoral Way San Ramon, CA 94582 223-750-001-8	Sale 08/23/22	0.20 8,500	3,884 2007	5 4.5	~68	$2,768,000	Listing Agent - Helen Du (510) 449-1230; (650) 323-1111 Buyer's Agent - Major Gill (510) 378-7474; (925) 398-6808
						~15 Feet Δ	**-$42,000**	**-1.49%**
								Average % Change **1.59%**

Land Value Conclusion (Before Condition)
The four comparable land sales range from an unadjusted sales price of $515,000 to $750,000. After adjustments, the comparable sales indicate value range for the subject above $550,000, below $750,000 and near $635,000, indicated by Comparables RL-01, RL-04 and RL-03 respectively. While considering the definition of market value, the land of the subject property is judged to warrant a value near the sale price of Comparable RL-03, or $635,000 on a lot basis, as of the date of value.

Fee Simple Acquisition
The proposed partial fee simple acquisition is located along the eastern portion of the subject property that fronts Tassajara Road. The proposed acquisition is a long narrow strip consisting of 1,972 square feet, approximately 9 feet in width and 214 feet in length along the frontage of the property.

Temporary Construction Easements
The proposed temporary construction easement is located along the eastern portion of the subject property near Tassajara Road. The proposed easement is situated adjacent to the proposed partial fee simple acquisition to the west. The proposed acquisition is a long narrow strip consisting of 2,095 square feet, approximately 10 feet in width and 214 feet in length. The proposed temporary construction easement is needed for a period of one year.

An easement is defined as an interest in the land of another person or entity, which entitles the owner of such an interest to a limited use, or enjoyment of the land area so encumbered. It can either be affirmative by allowing some act or actions on the land, or negative by precluding doing certain things with the land so encumbered. The easement is an interest in real property and is considered non-possessory. The holder of an easement has only such control of the land as is necessary for the purpose of using the easement. Others using the land may not interfere with the use of the easement.

It is commonly understood that the fee interest in land is a 100% ownership. Because land can be divided into various rights, a concept of a “Bundle of Rights” exists. The proposed easement requires only specific rights, which are a portion of the rights. The easement deed defines those rights. The fee ownership will remain the same.

The imposition of an easement requires that the Appraiser analyze the effect on the land and any existing or proposed improvements. The valuation of the rights to be acquired and the limitations imposed on the grantor’s use of the easement area have been analyzed to determine a reasonable allocation for the rights acquired and those remaining to the property owner/grantor. This division or allocation may be expressed as a percentage of the fee simple interest. The valuation of a temporary use of a portion of a property is based on an estimated reasonable rental rate for the land and/or a reasonably expected rate of return for an alternative short-term investment for a specified period of time. Upon expiration of the temporary construction easement, all previous land rights and use of the land revert back to the owner.

Residential land does not typically lease. Leases for other property types are predominately for much larger and typical-shaped areas, and often for longer terms. Shorter term leases, or leases of smaller areas (such as for cell towers or advertising signs), often command a higher rate of return. Leases of areas similar to the project temporary construction easement would be expected to command a relatively high rate of return. A reasonable rate of return on the value of land is determined to be 10% annually.

Site Improvements in Acquisition Areas
Site improvements located in the proposed acquisition areas include portions of wooden fencing, a wooden gate, an automatic gate, brick pavers, aggregate paving, tower lights, a chicken coop, landscaping, water fountain, a pergola, and a mailbox. According to the construction plans provided by the project engineer, the mailbox is

planned to be relocated as part of the construction of the project. Therefore, an estimate has not been included for the mailbox.

As previously stated in the Extraordinary Assumptions section of this report, for the purpose of this assignment, the property owners were not contacted to meet for the re-inspection of the property. I subsequently re-inspected the property on October 22, 2023, unaccompanied from the public right of way. It is assumed that site improvements not visible from the public right of way, including quality and condition, have remained unchanged since the initial inspection on March 18, 2022.

The contributory value of the site improvements located in the proposed acquisition areas was considered and it has been concluded that the depreciated replacement cost is equal to market value. Marshall Valuation Service (MVS), a construction cost service widely in use by appraisers, and online resources were utilized to estimate the replacement cost. Delivery and installation were included in the costs where appropriate.

Damages
Damages generally occur when the acquisition of a portion of a property result in the remaining property having less value after the acquisition and construction of the project in the manner proposed than it had as part of the original property prior to the taking. Stated another way, after the acquisition of a portion of the property and construction of the project in the manner proposed, the value of the remaining property is less than it was as part of the entire property before the taking.

Based on information and exhibit provided by the project engineer, in the before condition, the subject property had a distance of 64 feet from the existing edge of traveled way to the existing house edge. In the after condition, the new distance would be 53 feet from the proposed edge of traveled way to the existing house edge, resulting in the edge of traveled way being approximately 11 feet closer. In order to determine whether the remainder property would be impacted as a result of the changing roadway configuration, research was conducted to find paired sales in subject's market area with varying distances to the edge of the traveled way. The distances from the edge off the traveled way to the edge of the houses were estimated using the Google Earth Pro measuring tool. The difference in distance between the paired sales ranged from approximately 15 feet to 39 feet.

In the paired sales shown on the table on the next page, between paired sales, the sales of properties closer to the edge of the traveled way had, on average, a 1.59% higher sales price compared to the sale that was further from the edge of the traveled way. The data supports the conclusion that no damage would accrue to the remainder property as a result of the project.

Sales Data Summary

Paired Sale	Address City, State Zip APN	Type of Transaction Sale Date	Parcel Size (Acres) Parcel Size (Sq. Ft.)	Building Size (Sq. Ft.) Year Built	Bed Bath	To Edge of Traveled Way (Feet)	Sales Price	
PS-01	5639 Fallbrook Ct Dublin, CA 94568 986-71-44	Sale 12/30/21	0.06 2,394	2,870 2021	4 3.5	~53	$1,530,000	
PS-02	5615 Fallbrook Ct Dublin, CA 94568 986-41-40	Sale 12/30/21	0.07 2,897	2,870 2021	4 3.5	~22	$1,540,000	
						~31 Feet Δ	**$10,000**	**0.65%**
PS-03	5696 Fallbrook Ct Dublin, CA 94568 986-71-25	Sale 11/03/21	0.05 2,356	2,705 2021	3 2.5	~75	$1,404,500	
PS-04	5661 Fallbrook Ct Dublin, CA 94568 986-71-47	Sale 10/29/21	0.09 3,730	2,705 2021	3 2.5	~38	$1,433,000	
						~37 Feet Δ	**$28,500**	**2.03%**
PS-03	5696 Fallbrook Ct Dublin, CA 94568 986-71-25	Sale 11/03/21	0.05 2,356	2,705 2021	3 2.5	~75	$1,404,500	
PS-05	5673 Fallbrook Ct Dublin, CA 94568 986-71-48	Sale 10/29/21	0.08 3,516	2,654 2021	3 2.5	~36	$1,443,500	
						~39 Feet Δ	**$39,000**	**2.78%**
PS-06	233 Zinnia Ct San Ramon, CA 94582 222-770-025-5	Sale 10/22/21	0.13 5,782	2,909 2021	4 3.5	~73	$1,711,500	
PS-07	265 Zinnia Ct San Ramon, CA 94582 222-770-033-9	Sale 09/28/21	0.14 5,870	2,909 2021	4 3.5	~53	$1,780,000	
						~20 Feet Δ	**$68,500**	**4.00%**
PS-08	7530 Balmoral Way San Ramon, CA 94582 223-750-006-7	Sale 05/26/22	0.19 8,239	3,884 2007	5 4.5	~83	$2,810,000	
PS-09	7500 Balmoral Way San Ramon, CA 94582 223-750-001-8	Sale 08/23/22	0.20 8,500	3,884 2007	5 4.5	~68	$2,768,000	
						~15 Feet Δ	**-$42,000**	**-1.49%**

Cost to Cure

As a result of the project, site improvements will be removed, including wooden fencing, a wooden gate and an automatic gate used to border and secure the subject property. Additionally, two tower lights that illuminate the subject property would be removed. It has been judged that there would be a diminution in value to the remainder by removing these site improvements. The cost to cure the damage as a result of removing these site improvements is the replacement cost less the depreciated value previously indicated and accounted for.

After the project, the subject property retains a similar overall utility in comparison with the before condition. Therefore, no permanent damages are judged to accrue to the remainder as a result of the proposed acquisitions required for the project or from the construction of the project as proposed, once the preceding items have been cured.

Benefits

Since no permanent damages accrue as a result of the proposed acquisitions, benefits have not been quantified.

Construction Contract Work (CCW)
The Contractor will notify the owner by written notification seven (7 calendar days) and 24 hours in advance of

beginning any work at the property. Prior to construction, the Contractor will be responsible to first install (and continually maintain) temporary 6-foot chain link fence at the temporary construction easement (TCE) limit. Once the temporary chain link fence is installed, the Contractor will remove the Property Owner's existing wood fence, two tower lights, automatic metal gates, wood animal pen, a portion of the rock landscape wall, driveway pavers, and mail box. The Contractor shall place the mailbox at a temporary location so that access to the mailbox will not be impaired. The Contractor will maintain access to the property during construction and would coordinate with the property owner (and approved by the City) if any access to the property is temporarily closed.

The Contractor will perform general clearing, grubbing and grading activities within the TCE and fee acquisition. The Contractor will then construct curb, gutter, sidewalk, retaining curb and landscaping along the subject street frontage. The Contractor will also construct new asphalt concrete driveway approaches from Tassajara Road to the TCE limits to conform to both of the property owner's existing driveway openings. The Contractor will place the mailbox to the permanent location as designated by the Engineer.

The Property Owner will be responsible to install fence, automatic metal gates and light towers. Once the permanent fence and gates are installed, the Contractor will remove the temporary chain link fence.
PG&E will relocate the service pole and service connection behind the proposed sidewalk.

DEFINITIONS*

① Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

② Improvements Pertaining to the Realty (if any)

Machinery, Fixtures and Equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty.

③ Severance Damages (Applies to Proposed Partial Acquisitions)

The appraisal also determines whether or not the City's proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages. (Cost to Cure)

④ Benefits (Applies to Proposed Partial Acquisitions)

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

**These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

Appraisal Summary and Offer of Just Compensation
Authorized and Approved for Presentation:

City of Dublin

By: Laurel L. Augustus

Title: **Assistant Public Works Director/City Engineer**

Date: 2/20/2024

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**"), by and between the CITY OF DUBLIN, a California municipal corporation ("**City**"), and JAVID ROSHAN AND ZARMINA MAYAR, husband and wife as joint tenants (**"Grantor"**). Grantor and City are individually referred to herein as a "**Party,**" and collectively referred to herein as the "**Parties**."

RECITALS

A. Grantor is the owner of certain real property located in the City of Dublin, California, designated as APN 986-0028-002 (the "**Property**").

B. The Property is approximately 1.00 acres (43,560 square feet) in size. The site is vacant. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

C. The City is proposing to construct the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project ("**Project**"), which requires the acquisition of the Property.

D. City desires to acquire portions of Grantor's property for the construction of the Project. City proposes to acquire 1,972 square feet in Fee Simple and 2,095 square feet in Temporary Construction Easement, both more particularly described in Exhibits B and C attached hereto and incorporated herein by this reference.

E. Grantor and City have agreed to execute this Agreement in lieu of condemnation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Grantor and City hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Grantor hereby agrees to sell the Property to City, and City hereby agrees to acquire the Property from Grantor.

2.2 Purchase Price. The purchase price for the Property to be paid by City to Grantor (the "**Purchase Price**") is One Hundred Fifty Two Thousand Dollars ($152,000). The full amount of the Purchase Price

shall be paid in immediately available funds to Grantor on the Closing Date (defined below).

2.3 Conveyance Notification. In the event Grantor sells, conveys or assigns any property interest, encumbered by the Agreement prior to City exercising the rights granted herein, Grantor shall notify the successor or assignor of the rights and obligations of both parties as included herein.

2.4 Unexpected Delays. In case of unpredictable delays in construction, upon written notification by City, the terms of the TCE may be extended by an amendment to this Agreement. Grantor shall be compensated based on fair market value as determined by the City using the same methodology as the appraisal. Payment shall be made to the Grantor for the extension prior to the expiration of the original TCE period.

2.5 Miscellaneous Realty Items Acquired. It is understood and agreed by and between the Parties hereto that payment in Section 2.2 above includes, but is not limited to, payment for 240 linear feet (lf) wooden fencing, 14 lf wooden gate, one automatic gate, 208 brick pavers, 48 square feet (sf) aggregate paving, two tower lights, one chicken coop, 1,282 sf landscaping, one water fountain, and one pergola, which are considered to be part of the realty and are being acquired by the City in this transaction

2.6 City Performed Work. All City performed work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the City or its authorized agent, shall be left in as good condition as found.

2.7 Cost to Cure Damages. It is understood and agreed by and between the Parties hereto that included in the amount payable under Section 2.2 above is payment in full to compensate Grantor for the Grantor's expenses associated with the following work: install 217 lf wooden fencing, 14 lf wooden gate, one automatic gate, and two tower lights.

3. ESCROW.

3.1 Escrow Account. The Parties shall open an escrow account (the "**Escrow**") with First American Title Company (the "**Escrow Holder**"). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within three (3) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is

received by Escrow Holder will be deemed the "**Opening of Escrow**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Satisfaction of Due Diligence Contingency. City shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason prior to the expiration of the "Due Diligence Contingency Period" (as defined in Section 4.2 below). City hereby agrees to provide written notice to Grantor prior to the expiration of the Due Diligence Contingency Period if City disapproves any due diligence items or approves all due diligence items ("**City Notice**"). If City disapproves any items through the delivery of the City Notice to Grantor before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and all amounts deposited by City into Escrow will be returned to City, and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If City fails to timely deliver the City Notice to Grantor, it will be conclusively presumed that City has approved all such items, matters or documents.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Grantor shall cause the Escrow Holder to deliver to City a Preliminary Title Report for the Property (the "**Preliminary Report**") within ten (10) days after the Effective Date. City shall have thirty (30) days after receipt of the Preliminary Report to approve the Preliminary Report. If there are any changes to the Preliminary Report prior to Closing, City shall have fifteen (15) days after receipt of the revised Preliminary Report to approve such changes. Notwithstanding City's delivery of the City Notice, City agrees to take title to the Property subject to the following "**Permitted Exceptions**:" (a) standard printed exceptions in the Preliminary Report, (b) general and special real property taxes and assessments constituting a lien not yet due and payable, and (c) any other title exceptions expressly approved by City pursuant to the City Notice.

4.2 Due Diligence Contingency Period. City will have sixty (60) days from the Effective Date (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property. During the Due Diligence Contingency Period, representatives of City shall have the right of access to all portions of the Property, at all reasonable times, for the purpose of conducting studies, inspections and investigations of the Property and obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the environmental condition of the Property, and geotechnical, seismic, mechanical, and engineering testing. Any such access to the Property by City shall be done at the sole expense of the City and shall be coordinated with Grantor's representatives. Any surveys and tests shall be undertaken only after securing any necessary permits from the appropriate governmental agencies. As soon as practical after the Effective

Date, Grantor shall provide to City copies of all reasonably available and known documents that Grantor has in its possession with respect to the Property. City hereby agrees to indemnify and hold Grantor harmless for any damage to the Property caused (but not merely revealed) by City's inspections.

4.3 Property Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Grantor to provide certain disclosures regarding natural hazards affecting the Property. Grantor agrees to disclose to City all material information with respect to the Property and all defects therein known by Grantor, and to make all necessary disclosures required by law. Grantor hereby represents to the best of its knowledge that it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Property notifying Grantor of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property or any portion thereof. "Best of its knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the best knowledge of Grantor employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of Grantor.

4.4 Occupants of the Property. Grantor shall, at no cost or expense to City, be responsible for (i) causing all occupants of the Property (if any) to vacate prior to the Closing, and (ii) for complying and/or causing compliance with all applicable laws and regulations concerning the displacement and/or relocation of all eligible persons from the Property, including without limitation, compliance with the California Relocation Assistance Law, California Government Code Section 7260, *et seq.*, all state and local regulations implementing such laws, and all other applicable state and local laws and regulations.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") will occur no later than thirty (30) days after the end of the Due Diligence Contingency Period ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 City's Conditions to Closing. City's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by City of its rights under this Agreement to terminate this Agreement.

(b) Grantor has deposited into the Escrow fully executed "Grant Deed" and "Grant of Temporary Construction Easement" (as defined in Section 5.5(a) below) and all other documents to be submitted by Grantor pursuant to this Agreement, all duly executed by Grantor.

(c) City has deposited into the Escrow the Purchase Price and all Escrow fees and costs of the buyer's title policy that are the responsibility of City under Section 5.5(d) below ("**City's Escrow and Title Costs**").

(d) Grantor's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(e) The Title Company is irrevocably committed to issue a CLTA or ALTA Title Policy to City, as selected by City, and such endorsements requested by City, insuring title to City in the full amount of the Purchase Price subject only to the Permitted Exceptions.

(f) There shall be no occupants of the Property, and any former occupants shall have received all relocation assistance and benefits as required by law.

(g) Grantor has performed all obligations to be performed by Grantor pursuant to this Agreement.

5.3 Grantor's Conditions to Closing. The Close of Escrow and Grantor's obligation to sell and convey the Property to City are subject to the satisfaction of the following conditions or Grantor's written waiver (in Grantor's sole discretion) of such conditions on or before the Closing Date:

(a) City has deposited into the Escrow the Purchase Price and City's Escrow and Title Costs.

(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed and Grant of Temporary Construction Easement and all

other documents to be submitted by City pursuant to this Agreement, all duly executed by City.

(c) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(d) City has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

5.4 Conveyance of Title. Grantor will deliver fee simple title and a temporary construction easement to City at the Closing, subject only to the Permitted Exceptions.

5.5 Deliveries at Closing.

(a) Deliveries by Grantor. Grantor shall deposit into the Escrow for delivery to City at Closing: (i) a grant deed (Exhibit B - the "**Grant Deed**"); (ii) a Grant of Temporary Construction Easement (Exhibit C - the "**Grant of TCE**"); and (iii) any other documents required for the Escrow.

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed and Grant of TCE, and (ii) immediately available funds in the amount equal to the Purchase Price as adjusted by any prorations between the Parties, and City's share of the Escrow and title fees.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed and Grant of TCE; (ii) disburse to Grantor the Purchase Price, less Grantor's share of any Escrow and title fees, costs and expenses; (iii) deliver to City a conformed copy of the original recorded Grant Deed and Grant of TCE; and (iv) distribute to itself the payment of Escrow fees and expenses required hereunder.

(d) Closing Costs. City and Grantor shall each be responsible for one-half of all Escrow fees (including the costs of preparing documents and instruments), recording fees, governmental conveyance fees and transfer taxes (if any). Grantor shall be responsible for the portion of the cost of the buyer's title insurance policy equal to the premium for a CLTA buyer's title policy in the amount of the Purchase Price. City shall be responsible for any additional costs of the buyer's title policy, including the incremental cost of an ALTA buyer's policy and the cost of any endorsements requested by City. The parties understand that there will be no recording fees or documentary transfer taxes for this transaction.

(e) Property Taxes. Proration of property taxes, if any, will be made at the Close of Escrow.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Grantor's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Grantor contained in other sections of this Agreement, Grantor hereby represents, warrants and covenants to City that the statements below in this Section 6.1 are each true and correct as of the Closing Date; provided, however, if to Grantor's actual knowledge any such statement becomes untrue prior to Closing, Grantor will notify City in writing and City will have three (3) business days thereafter to determine if City wishes to proceed with Closing. If City determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. Grantor has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Grantor, and upon delivery to and execution by City is a valid and binding agreement of Grantor. Grantor has complied with, and is not required to take any further actions to comply with, state surplus property law requirements, Grantor property conveyance requirements, or any other legal requirements except as provided in this Agreement.

(b) Encumbrances. Grantor has not sold, leased, alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, leases, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Grantor will not, directly or indirectly, sell, lease, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Close of Escrow, as long as this Agreement is in force.

(c) Other Agreements. There are no leases, purchase agreements, use agreements, or other agreements affecting the Property except those which have been disclosed by Grantor. There are no agreements affecting the Property which will be binding on the City or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice.

(d) No Occupants of Property. There are no tenants, occupants or other persons who reside on the Property or have any right to occupy the Property.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Grantor contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of Escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 City's Representations and Warranties. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Grantor that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to City's actual knowledge any such statement becomes untrue prior to Closing, City shall so notify Grantor in writing and Grantor shall have three (3) business days thereafter to determine if Grantor wishes to proceed with Closing.

(a) City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Grantor shall be a valid and binding agreement of City.

(b) Upon acquisition of the Property, City intends to use the Property for public purposes, including the construction of Tassajara Road Improvement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Grantor's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Grantor, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from Grantor or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Grantor is able to perform; or (iii) to terminate this Agreement upon written notice to Grantor, whereupon Grantor shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

8. BROKERS. Grantor represents that no real estate broker has been retained by Grantor in the sale of the Property or the negotiation of this Agreement. Grantor shall indemnify, hold harmless and defend City from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Grantor's conduct. City represents

that no real estate broker has been retained by City in the procurement of the Property or negotiation of this Agreement. City shall indemnify, hold harmless and defend Grantor from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of City's conduct.

9. MISCELLANEOUS.

9.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing Party" shall mean the Party determined by the court to most nearly prevail and not necessarily the Party in whose favor a judgment is rendered.

9.2 Interpretation. This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

9.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

9.4 Assignment. Absent an express signed written agreement between the Parties to the contrary, neither Grantor nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

9.5 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.7 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

9.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

9.9 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City: City of Dublin
100 Civic Plaza
Dublin, California 94568
Attn: City Engineer
Copy to City Attorney

To Grantor: Javid Roshan and Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

To Escrow Holder: First American Title Company
_____
_____Attn: _____

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

9.10 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

9.11 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

9.12 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

9.13 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

9.14 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

9.15 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such

completely executed counterparts shall be sufficient proof of this Agreement.

9.16 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

9.17 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

9.18 City Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City's City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City's City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

IN WITNESS WHEREOF, this Agreement is executed by City and Grantor as of the Effective Date.

CITY OF DUBLIN,
a California municipal corporation

By: _____
Name: Linda Smith
Its: City Manager

Attest:

_____
City Clerk

Reviewed as to Form:

_____
City Attorney

JAVID ROSHAN AND ZARMINA MAYAR
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

EXHIBIT A

Real property in the City of Dublin, County of Alameda, State of California, described as follows:
BEGINNING AT A POINT ON THE WESTERN LINE OF TASSAJARA ROAD OR COUNTY ROAD NO. 2568, AT THE SOUTHERN END OF THE 69TH COURSE DESIGNATED AS SOUTH 2 DEGREES 41' 15" WEST 100 FEET, IN THE DECREE RENDERED IN THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION IN CASE NO. 22352-RECORDED (CERTIFIED COPY OF WHICH DECREE WAS RECORDED JUNE 8, 1945, BOOK 4721, PAGE 182, SERIES NO. SS-36105), ALAMEDA COUNTY RECORDS; RUNNING THENCE NORTH 86 DEGREES 23' 15" WEST 218.81 FEET; THENCE SOUTH 57 DEGREES 09' 56" WEST 368.18 FEET; THENCE SOUTH 86 DEGREES 54' 30" EAST 518.45 FEET TO SAID LINE OF TASSAJARA ROAD; AND THENCE ALONG THE LAST NAMED LINE NORTH 2 DEGREES, 41' 15" EAST 214.04 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM:

ALL THAT REAL PROPERTY DESCRIBED IN THE GRANT DEED FROM WILLIAM F. ALGER AND VIRGINIA ALGER TO EAST BAY REGIONAL PARK DISTRICT, FEBRUARY 3, 1977, REEL 4707, IMAGE 646, ALAMEDA COUNTY RECORDS.

APN: 986-0028-002

EXHIBIT B

Recording Requested By:

City of Dublin

No Fee for recording pursuant to Government Code Sections 6103 and 27383

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

APN: 986-0028-002-00 (portion of)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(FOR ROADWAY PURPOSES)
TASSAJARA ROAD IMPROVEMENTS -NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL

For valuable consideration, the receipt of which is hereby acknowledged, **Javid Roshan and Zarmina Mayar, husband and wife as joint tenants** (the "GRANTOR"), being the present title owner(s) of record of the herein described parcel of land, does hereby grant in fee title to the **City of Dublin,** a California municipal corporation ("GRANTEE"), for public roadway. purposes that portion of the real property situated in the City of Dublin, County of Alameda, State of California, Assessor's Parcel No. 986-0028-002-00, described in

Exhibit "A" (legal description) and depicted in **Exhibit "B**" (plat map) attached hereto and incorporated herein.

IN WITNESS THEREOF, the Grantor has properly executed this Grant Deed as of _____ day of _____, 202_.

GRANTOR:
Javid Roshan and Zarmina Mayar
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

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)
) ss
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.

_____
Notary Public

(Seal)

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:
1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
═══════ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'
POC

TASSAJARA ROAD

N
40 0 40
scale 1" = 40' feet

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm

COPYRIGHT © 2021 BKF ENGINEERS

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant Deed ("Grant"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the Grant, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the Grant from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

EXHIBIT C

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS
PROPERTY PORTION OF APN 986-28-2
5868 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

City of Dublin

Return to:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

APN: Portion of 986-28-1

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions executed by the parties hereto on or about the date hereof (AGREEMENT), the undersigned, JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS (GRANTOR), hereby grants to the CITY OF DUBLIN, A Municipal Corporation (CITY), and its successors and assigns a Temporary Construction Easement, over, across, under and through the real property situated in the City of Dublin, County of Alameda, State of California, described in Exhibit A, attached hereto (EASEMENT AREA) for public road construction and conformance purposes related to the **Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School** (PROJECT).

The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be reconstructed at the CITY's sole expense upon the termination of the Temporary Construction Easement and will be restored to their original condition or as close thereto as is feasible. If reconstruction is not feasible, the CITY will pay GRANTOR the value of such improvements, which payment shall be in addition to the compensation set forth in the AGREEMENT.

This Temporary Construction Easement is for a period of twelve (12) months, to commence upon fourteen (14) days written notice from the CITY to GRANTOR, and shall terminate 12 months after such commencement. In the event the CITY occupies the Temporary Construction Easement area beyond the 12 months, the CITY shall pay GRANTOR additional compensation pursuant to the provisions of the AGREEMENT. In no event shall this Temporary Construction Easement extend beyond the completion of construction. At no additional cost to the CITY, the CITY shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the

completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by the CITY in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

The rights and obligations contained in this Grant of Temporary Construction Easement will **(a)** run with the Property and burden, inure to and be for the benefit of and are binding on the Property, Grantor and its successors and assigns, and be an equitable servitude of Grantor and its successors and assigns, and **(b)** constitute an easement in gross for the benefit of the CITY and its successors and assigns, and will be binding on the CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS

By: _____
Javid Roshan

By: _____
Zarmina Mayar

_____
ATTACH NOTARIZATION

October 24, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road;

Thence along the northerly line of said lands (2013-350453), North 85º42'56" West 9.00 feet, said point also bring the **TRUE POINT OF BEGINING**;

Thence along said northerly line, North 85°37'49" West, 10.00 feet;

Thence leaving said northerly line, South 3°24'16" West, 214.22 feet to the southerly line of said lands;

Thence along said southerly line, South 86°09'04" East, 10.00 feet;

Thence leaving said southerly line the following five (5) courses:

1) North 3°24'16" East, 130.51 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,095 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
——————— = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N85°37'49"W	10.00'
L2	S86°09'04"E	10.00'
L3	N86°35'44"W	0.67'
L4	S86°35'44"E	0.67'
L5	N03°24'16"E	14.51'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

S3°24'16"W 214.22'

L2 L3 L1

N3°24'16"E 130.51' N3°24'16"E 69.11' L5 TPOB

L4

N85°42'56"W
9.00'

TEMPORARY CONSTRUCTION EASEMENT
2,095 SQ.FT.±

N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 10/24/2022 Chkd. WS
SHEET 1 OF 1

Plot Oct 24, 2022 at 10:42am

COPYRIGHT © 2021 BKF ENGINEERS

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)
) ss
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.

_____
Notary Public

(Seal)

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant of Temporary Construction Deed ("TCE"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the TCE, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the TCE from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**"), by and between the CITY OF DUBLIN, a California municipal corporation ("**City**"), and JAVID ROSHAN AND ZARMINA MAYAR, husband and wife as joint tenants (**"Grantor"**). Grantor and City are individually referred to herein as a "**Party,**" and collectively referred to herein as the "**Parties**."

RECITALS

A. Grantor is the owner of certain real property located in the City of Dublin, California, designated as APN 986-0028-002 (the "**Property**").

B. The Property is approximately 1.00 acres (43,560 square feet) in size. The site is vacant. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

C. The City is proposing to construct the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project ("**Project**"), which requires the acquisition of the Property.

D. City desires to acquire portions of Grantor's property for the construction of the Project. City proposes to acquire 1,972 square feet in Fee Simple and 2,095 square feet in Temporary Construction Easement, both more particularly described in Exhibits B and C attached hereto and incorporated herein by this reference.

E. Grantor and City have agreed to execute this Agreement in lieu of condemnation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Grantor and City hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Grantor hereby agrees to sell the Property to City, and City hereby agrees to acquire the Property from Grantor.

2.2 Purchase Price. The purchase price for the Property to be paid by City to Grantor (the "**Purchase Price**") is One Hundred Fifty Two Thousand Dollars ($152,000). The full amount of the Purchase Price

shall be paid in immediately available funds to Grantor on the Closing Date (defined below).

2.3 Conveyance Notification. In the event Grantor sells, conveys or assigns any property interest, encumbered by the Agreement prior to City exercising the rights granted herein, Grantor shall notify the successor or assignor of the rights and obligations of both parties as included herein.

2.4 Unexpected Delays. In case of unpredictable delays in construction, upon written notification by City, the terms of the TCE may be extended by an amendment to this Agreement. Grantor shall be compensated based on fair market value as determined by the City using the same methodology as the appraisal. Payment shall be made to the Grantor for the extension prior to the expiration of the original TCE period.

2.5 Miscellaneous Realty Items Acquired. It is understood and agreed by and between the Parties hereto that payment in Section 2.2 above includes, but is not limited to, payment for 240 linear feet (lf) wooden fencing, 14 lf wooden gate, one automatic gate, 208 brick pavers, 48 square feet (sf) aggregate paving, two tower lights, one chicken coop, 1,282 sf landscaping, one water fountain, and one pergola, which are considered to be part of the realty and are being acquired by the City in this transaction

2.6 City Performed Work. All City performed work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the City or its authorized agent, shall be left in as good condition as found.

2.7 Cost to Cure Damages. It is understood and agreed by and between the Parties hereto that included in the amount payable under Section 2.2 above is payment in full to compensate Grantor for the Grantor's expenses associated with the following work: install 217 lf wooden fencing, 14 lf wooden gate, one automatic gate, and two tower lights.

3. ESCROW.

3.1 Escrow Account. The Parties shall open an escrow account (the "**Escrow**") with First American Title Company (the "**Escrow Holder**"). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within three (3) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is

received by Escrow Holder will be deemed the "**Opening of Escrow**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Satisfaction of Due Diligence Contingency. City shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason prior to the expiration of the "Due Diligence Contingency Period" (as defined in Section 4.2 below). City hereby agrees to provide written notice to Grantor prior to the expiration of the Due Diligence Contingency Period if City disapproves any due diligence items or approves all due diligence items ("**City Notice**"). If City disapproves any items through the delivery of the City Notice to Grantor before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and all amounts deposited by City into Escrow will be returned to City, and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If City fails to timely deliver the City Notice to Grantor, it will be conclusively presumed that City has approved all such items, matters or documents.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Grantor shall cause the Escrow Holder to deliver to City a Preliminary Title Report for the Property (the "**Preliminary Report**") within ten (10) days after the Effective Date. City shall have thirty (30) days after receipt of the Preliminary Report to approve the Preliminary Report. If there are any changes to the Preliminary Report prior to Closing, City shall have fifteen (15) days after receipt of the revised Preliminary Report to approve such changes. Notwithstanding City's delivery of the City Notice, City agrees to take title to the Property subject to the following "**Permitted Exceptions**:" (a) standard printed exceptions in the Preliminary Report, (b) general and special real property taxes and assessments constituting a lien not yet due and payable, and (c) any other title exceptions expressly approved by City pursuant to the City Notice.

4.2 Due Diligence Contingency Period. City will have sixty (60) days from the Effective Date (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property. During the Due Diligence Contingency Period, representatives of City shall have the right of access to all portions of the Property, at all reasonable times, for the purpose of conducting studies, inspections and investigations of the Property and obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the environmental condition of the Property, and geotechnical, seismic, mechanical, and engineering testing. Any such access to the Property by City shall be done at the sole expense of the City and shall be coordinated with Grantor's representatives. Any surveys and tests shall be undertaken only after securing any necessary permits from the appropriate governmental agencies. As soon as practical after the Effective

Date, Grantor shall provide to City copies of all reasonably available and known documents that Grantor has in its possession with respect to the Property. City hereby agrees to indemnify and hold Grantor harmless for any damage to the Property caused (but not merely revealed) by City's inspections.

4.3 Property Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Grantor to provide certain disclosures regarding natural hazards affecting the Property. Grantor agrees to disclose to City all material information with respect to the Property and all defects therein known by Grantor, and to make all necessary disclosures required by law. Grantor hereby represents to the best of its knowledge that it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Property notifying Grantor of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property or any portion thereof. "Best of its knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the best knowledge of Grantor employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of Grantor.

4.4 Occupants of the Property. Grantor shall, at no cost or expense to City, be responsible for (i) causing all occupants of the Property (if any) to vacate prior to the Closing, and (ii) for complying and/or causing compliance with all applicable laws and regulations concerning the displacement and/or relocation of all eligible persons from the Property, including without limitation, compliance with the California Relocation Assistance Law, California Government Code Section 7260, *et seq.*, all state and local regulations implementing such laws, and all other applicable state and local laws and regulations.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") will occur no later than thirty (30) days after the end of the Due Diligence Contingency Period ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 City's Conditions to Closing. City's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by City of its rights under this Agreement to terminate this Agreement.

(b) Grantor has deposited into the Escrow fully executed "Grant Deed" and "Grant of Temporary Construction Easement" (as defined in Section 5.5(a) below) and all other documents to be submitted by Grantor pursuant to this Agreement, all duly executed by Grantor.

(c) City has deposited into the Escrow the Purchase Price and all Escrow fees and costs of the buyer's title policy that are the responsibility of City under Section 5.5(d) below ("**City's Escrow and Title Costs**").

(d) Grantor's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(e) The Title Company is irrevocably committed to issue a CLTA or ALTA Title Policy to City, as selected by City, and such endorsements requested by City, insuring title to City in the full amount of the Purchase Price subject only to the Permitted Exceptions.

(f) There shall be no occupants of the Property, and any former occupants shall have received all relocation assistance and benefits as required by law.

(g) Grantor has performed all obligations to be performed by Grantor pursuant to this Agreement.

5.3 Grantor's Conditions to Closing. The Close of Escrow and Grantor's obligation to sell and convey the Property to City are subject to the satisfaction of the following conditions or Grantor's written waiver (in Grantor's sole discretion) of such conditions on or before the Closing Date:

(a) City has deposited into the Escrow the Purchase Price and City's Escrow and Title Costs.

(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed and Grant of Temporary Construction Easement and all

other documents to be submitted by City pursuant to this Agreement, all duly executed by City.

(c) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(d) City has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

5.4 Conveyance of Title. Grantor will deliver fee simple title and a temporary construction easement to City at the Closing, subject only to the Permitted Exceptions.

5.5 Deliveries at Closing.

(a) Deliveries by Grantor. Grantor shall deposit into the Escrow for delivery to City at Closing: (i) a grant deed (Exhibit B - the "**Grant Deed**"); (ii) a Grant of Temporary Construction Easement (Exhibit C - the "**Grant of TCE**"); and (iii) any other documents required for the Escrow.

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed and Grant of TCE, and (ii) immediately available funds in the amount equal to the Purchase Price as adjusted by any prorations between the Parties, and City's share of the Escrow and title fees.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed and Grant of TCE; (ii) disburse to Grantor the Purchase Price, less Grantor's share of any Escrow and title fees, costs and expenses; (iii) deliver to City a conformed copy of the original recorded Grant Deed and Grant of TCE; and (iv) distribute to itself the payment of Escrow fees and expenses required hereunder.

(d) Closing Costs. City and Grantor shall each be responsible for one-half of all Escrow fees (including the costs of preparing documents and instruments), recording fees, governmental conveyance fees and transfer taxes (if any). Grantor shall be responsible for the portion of the cost of the buyer's title insurance policy equal to the premium for a CLTA buyer's title policy in the amount of the Purchase Price. City shall be responsible for any additional costs of the buyer's title policy, including the incremental cost of an ALTA buyer's policy and the cost of any endorsements requested by City. The parties understand that there will be no recording fees or documentary transfer taxes for this transaction.

(e) Property Taxes. Proration of property taxes, if any, will be made at the Close of Escrow.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Grantor's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Grantor contained in other sections of this Agreement, Grantor hereby represents, warrants and covenants to City that the statements below in this Section 6.1 are each true and correct as of the Closing Date; provided, however, if to Grantor's actual knowledge any such statement becomes untrue prior to Closing, Grantor will notify City in writing and City will have three (3) business days thereafter to determine if City wishes to proceed with Closing. If City determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. Grantor has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Grantor, and upon delivery to and execution by City is a valid and binding agreement of Grantor. Grantor has complied with, and is not required to take any further actions to comply with, state surplus property law requirements, Grantor property conveyance requirements, or any other legal requirements except as provided in this Agreement.

(b) Encumbrances. Grantor has not sold, leased, alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, leases, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Grantor will not, directly or indirectly, sell, lease, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Close of Escrow, as long as this Agreement is in force.

(c) Other Agreements. There are no leases, purchase agreements, use agreements, or other agreements affecting the Property except those which have been disclosed by Grantor. There are no agreements affecting the Property which will be binding on the City or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice.

(d) No Occupants of Property. There are no tenants, occupants or other persons who reside on the Property or have any right to occupy the Property.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Grantor contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of Escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 City's Representations and Warranties. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Grantor that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to City's actual knowledge any such statement becomes untrue prior to Closing, City shall so notify Grantor in writing and Grantor shall have three (3) business days thereafter to determine if Grantor wishes to proceed with Closing.

(a) City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Grantor shall be a valid and binding agreement of City.

(b) Upon acquisition of the Property, City intends to use the Property for public purposes, including the construction of Tassajara Road Improvement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Grantor's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Grantor, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from Grantor or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Grantor is able to perform; or (iii) to terminate this Agreement upon written notice to Grantor, whereupon Grantor shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

8. BROKERS. Grantor represents that no real estate broker has been retained by Grantor in the sale of the Property or the negotiation of this Agreement. Grantor shall indemnify, hold harmless and defend City from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Grantor's conduct. City represents

that no real estate broker has been retained by City in the procurement of the Property or negotiation of this Agreement. City shall indemnify, hold harmless and defend Grantor from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of City's conduct.

9. MISCELLANEOUS.

9.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing Party" shall mean the Party determined by the court to most nearly prevail and not necessarily the Party in whose favor a judgment is rendered.

9.2 Interpretation. This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

9.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

9.4 Assignment. Absent an express signed written agreement between the Parties to the contrary, neither Grantor nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

9.5 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.7 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

9.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

9.9 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City: City of Dublin
100 Civic Plaza
Dublin, California 94568
Attn: City Engineer
Copy to City Attorney

To Grantor: Javid Roshan and Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

To Escrow Holder: First American Title Company
_____
_____Attn: _____

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

9.10 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

9.11 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

9.12 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

9.13 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

9.14 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

9.15 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such

completely executed counterparts shall be sufficient proof of this Agreement.

9.16 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

9.17 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

9.18 City Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City's City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City's City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

IN WITNESS WHEREOF, this Agreement is executed by City and Grantor as of the Effective Date.

CITY OF DUBLIN,
a California municipal corporation

By: _____
Name: Linda Smith
Its: City Manager

Attest:

_____
City Clerk

Reviewed as to Form:

_____
City Attorney

JAVID ROSHAN AND ZARMINA MAYAR
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

EXHIBIT A

Real property in the City of Dublin, County of Alameda, State of California, described as follows:
BEGINNING AT A POINT ON THE WESTERN LINE OF TASSAJARA ROAD OR COUNTY ROAD NO. 2568, AT THE SOUTHERN END OF THE 69TH COURSE DESIGNATED AS SOUTH 2 DEGREES 41' 15" WEST 100 FEET, IN THE DECREE RENDERED IN THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION IN CASE NO. 22352-RECORDED (CERTIFIED COPY OF WHICH DECREE WAS RECORDED JUNE 8, 1945, BOOK 4721, PAGE 182, SERIES NO. SS-36105), ALAMEDA COUNTY RECORDS; RUNNING THENCE NORTH 86 DEGREES 23' 15" WEST 218.81 FEET; THENCE SOUTH 57 DEGREES 09' 56" WEST 368.18 FEET; THENCE SOUTH 86 DEGREES 54' 30" EAST 518.45 FEET TO SAID LINE OF TASSAJARA ROAD; AND THENCE ALONG THE LAST NAMED LINE NORTH 2 DEGREES, 41' 15" EAST 214.04 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM:

ALL THAT REAL PROPERTY DESCRIBED IN THE GRANT DEED FROM WILLIAM F. ALGER AND VIRGINIA ALGER TO EAST BAY REGIONAL PARK DISTRICT, FEBRUARY 3, 1977, REEL 4707, IMAGE 646, ALAMEDA COUNTY RECORDS.

APN: 986-0028-002

EXHIBIT B

Recording Requested By:

City of Dublin

No Fee for recording pursuant to Government Code Sections 6103 and 27383

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

APN: 986-0028-002-00 (portion of)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(FOR ROADWAY PURPOSES)
TASSAJARA ROAD IMPROVEMENTS -NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL

For valuable consideration, the receipt of which is hereby acknowledged, **Javid Roshan and Zarmina Mayar, husband and wife as joint tenants** (the "GRANTOR"), being the present title owner(s) of record of the herein described parcel of land, does hereby grant in fee title to the **City of Dublin,** a California municipal corporation ("GRANTEE"), for public roadway. purposes that portion of the real property situated in the City of Dublin, County of Alameda, State of California, Assessor's Parcel No. 986-0028-002-00, described in

Exhibit "A" (legal description) and depicted in **Exhibit "B**" (plat map) attached hereto and incorporated herein.

IN WITNESS THEREOF, the Grantor has properly executed this Grant Deed as of _____ day of _____, 202_.

GRANTOR:
Javid Roshan and Zarmina Mayar
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

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)
) ss
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.

_____
Notary Public

(Seal)

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:
1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
═══════ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'
POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm

COPYRIGHT © 2021 BKF ENGINEERS

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant Deed ("Grant"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the Grant, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the Grant from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

EXHIBIT C

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS
PROPERTY PORTION OF APN 986-28-2
5868 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

City of Dublin

Return to:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

APN: Portion of 986-28-1

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions executed by the parties hereto on or about the date hereof (AGREEMENT), the undersigned, JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS (GRANTOR), hereby grants to the CITY OF DUBLIN, A Municipal Corporation (CITY), and its successors and assigns a Temporary Construction Easement, over, across, under and through the real property situated in the City of Dublin, County of Alameda, State of California, described in Exhibit A, attached hereto (EASEMENT AREA) for public road construction and conformance purposes related to the **Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School** (PROJECT).

The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be reconstructed at the CITY's sole expense upon the termination of the Temporary Construction Easement and will be restored to their original condition or as close thereto as is feasible. If reconstruction is not feasible, the CITY will pay GRANTOR the value of such improvements, which payment shall be in addition to the compensation set forth in the AGREEMENT.

This Temporary Construction Easement is for a period of twelve (12) months, to commence upon fourteen (14) days written notice from the CITY to GRANTOR, and shall terminate 12 months after such commencement. In the event the CITY occupies the Temporary Construction Easement area beyond the 12 months, the CITY shall pay GRANTOR additional compensation pursuant to the provisions of the AGREEMENT. In no event shall this Temporary Construction Easement extend beyond the completion of construction. At no additional cost to the CITY, the CITY shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the

completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by the CITY in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to such work and shall be done in a good and workmanlike manner.

The rights and obligations contained in this Grant of Temporary Construction Easement will **(a)** run with the Property and burden, inure to and be for the benefit of and are binding on the Property, Grantor and its successors and assigns, and be an equitable servitude of Grantor and its successors and assigns, and **(b)** constitute an easement in gross for the benefit of the CITY and its successors and assigns, and will be binding on the CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS

By: _____
Javid Roshan

By: _____
Zarmina Mayar

_____
ATTACH NOTARIZATION

October 24, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road;

Thence along the northerly line of said lands (2013-350453), North 85º42'56" West 9.00 feet, said point also bring the **TRUE POINT OF BEGINING**;

Thence along said northerly line, North 85°37'49" West, 10.00 feet;

Thence leaving said northerly line, South 3°24'16" West, 214.22 feet to the southerly line of said lands;

Thence along said southerly line, South 86°09'04" East, 10.00 feet;

Thence leaving said southerly line the following five (5) courses:

1) North 3°24'16" East, 130.51 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,095 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
——————— = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N85°37'49"W	10.00'
L2	S86°09'04"E	10.00'
L3	N86°35'44"W	0.67'
L4	S86°35'44"E	0.67'
L5	N03°24'16"E	14.51'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

S3°24'16"W 214.22'

L2 L3 L1

N3°24'16"E 130.51' N3°24'16"E 69.11' L5 TPOB

L4

N85°42'56"W
9.00'

TEMPORARY CONSTRUCTION EASEMENT
2,095 SQ.FT.±

N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 10/24/2022 Chkd. WS
SHEET 1 OF 1

Plot Oct 24, 2022 at 10:42am

COPYRIGHT © 2021 BKF ENGINEERS

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)
) ss
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.

_____
Notary Public

(Seal)

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant of Temporary Construction Deed ("TCE"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the TCE, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the TCE from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

Recording Requested By:

City of Dublin

No Fee for recording pursuant to Government Code Sections 6103 and 27383

When Recorded Mail To:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568

APN: 986-0028-002-00 (portion of)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED
(FOR ROADWAY PURPOSES)
TASSAJARA ROAD IMPROVEMENTS -NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL

For valuable consideration, the receipt of which is hereby acknowledged, **Javid Roshan and Zarmina Mayar, husband and wife as joint tenants** (the "GRANTOR"), being the present title owner(s) of record of the herein described parcel of land, does hereby grant in fee title to the **City of Dublin,** a California municipal corporation ("GRANTEE"), for public roadway. purposes that portion of the real property situated in the City of Dublin, County of Alameda, State of California, Assessor's Parcel No. 986-0028-002-00, described in

Exhibit "A" (legal description) and depicted in **Exhibit "B**" (plat map) attached hereto and incorporated herein.

IN WITNESS THEREOF, the Grantor has properly executed this Grant Deed as of _____ day of _____, 202_.

GRANTOR:
Javid Roshan and Zarmina Mayar
husband and wife as joint tenants

By: _____
Name: Javid Roshan

By: _____
Name: Zarmina Mayar

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)
) ss
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.

_____
Notary Public

(Seal)

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03º24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86º35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:
1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
——————— = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'
POC

N

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm

COPYRIGHT © 2021 BKF ENGINEERS

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant Deed ("Grant"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the Grant, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the Grant from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS
PROPERTY PORTION OF APN 986-28-2
5868 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

City of Dublin

Return to:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

APN: Portion of 986-28-1

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

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The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT.

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The rights and obligations contained in this Grant of Temporary Construction Easement will **(a)** run with the Property and burden, inure to and be for the benefit of and are binding on the Property, Grantor and its successors and assigns, and be an equitable servitude of Grantor and its successors and assigns, and **(b)** constitute an easement in gross for the benefit of the CITY and its successors and assigns, and will be binding on the CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____.

GRANTOR:

JAVID ROSHAN AND ZARMINA MAYAR,
HUSBAND AND WIFE AS JOINT TENANTS

By: _____
Javid Roshan

By: _____
Zarmina Mayar

_____
ATTACH NOTARIZATION

October 24, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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Thence leaving said northerly line, South 3°24'16" West, 214.22 feet to the southerly line of said lands;

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Containing 2,095 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
——————— = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
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EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

S3°24'16"W 214.22'

L2 L3 L1

N3°24'16"E 130.51' N3°24'16"E 69.11' L5 TPOB

L4

N85°42'56"W
9.00'

TEMPORARY CONSTRUCTION EASEMENT
2,095 SQ.FT.±

N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 10/24/2022 Chkd. WS
SHEET 1 OF 1

Plot Oct 24, 2022 at 10:42am

COPYRIGHT © 2021 BKF ENGINEERS

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STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

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WITNESS my hand and official seal.

_____
Notary Public

(Seal)

CERTIFICATE OF ACCEPTANCE BY THE CITY OF DUBLIN

This Certificate of Acceptance by the City of Dublin (hereinafter "Acceptance") is made by the CITY OF DUBLIN, a municipal corporation (hereinafter "City").

RECITAL

On _____, **JAVID ROSHAN AND ZARMINA MAYAR, HUSBAND AND WIFE AS JOINT TENANTS** ("Grantor") executed the document entitled Grant of Temporary Construction Deed ("TCE"), by which the Grantor conveyed an interest in real property to the City. The real property is described more particularly in the TCE, and is generally described as assessor's parcel number 986-0028-02, Dublin, California ("Property").

NOW, THEREFORE, PURSUANT TO THE AUTHORITY OF GOVERNMENT CODE SECTION 27281, AND CITY COUNCIL RESOLUTION NO. 24-87 (ADOPTED APRIL 13, 1987), THE CITY HEREBY CERTIFIES:

The interest in the Property conveyed by the TCE from Grantor to the City is hereby accepted by the undersigned officer on behalf of the City, and the City hereby consents to recordation thereof by its duly authorized officer.

CITY OF DUBLIN

_____

By:

Title:

Date: _____

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)
) ss
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.

_____
Notary Public

(Seal)

DUBLIN
CALIFORNIA
THE NEW
AMERICAN
BACKYARD

July 24, 2024

Javid Roshan
Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

SUBJECT: Project: Tassajara Road Gap Closure Project
Site Address: 5868 Tassajara Road, Dublin, CA
APN: 986-28-2

Dear Mr. Roshan and Ms. Mayar,

For settlement purposes, the City of Dublin (City) is willing to compensate you $175,000 which is $23,000 above the City's previous offer of $152,000 presented to you by letter on July 1, 2024. Please consider this amount and if acceptable to you, please contact Rosalyn Zeigler of Associated Right of Way Services, Inc. (AR/WS) at (925) 691-2872 or rzeigler@arws.com. We kindly request that you respond to the City's final settlement offer by August 1, 2024.

If this response is acceptable, the Purchase Property Agreement will be revised to reflect the increased purchase price of **$175,000**.

Please be advised that if a settlement cannot be reached by August 1, 2024, the City will proceed with the legal process of securing the required property rights by eminent domain.

Sincerely,

Laurie Sucgang, P.E.
Assistant Public Works Director/City Engineer

cc: Michael Boitnott, P.E., Capital Improvement Program Manager
Rosalyn Zeigler, Right of Way Consultant, AR/WS

City Council
925.833.6650
City Manager
925.833.6650
Community Development
925.833.6610
Economic Development
925.833.6650
Finance/IT
925.833.6640
Fire Prevention
925.833.6606
Human Resources
925.833.6605
Parks & Community Services
925.833.6645
Police
925.833.6670
Public Works
925.833.6630

100 Civic Plaza
Dublin, CA 94568
P 925.833.6650
F 925.833.6651
www.dublin.ca.gov

DUBLIN
CALIFORNIA
THE NEW
AMERICAN
BACKYARD

August 5, 2024

By First Class Mail, Return Receipt Requested

Javid Roshan
Zarmina Mayar
5868 Tassajara Road
Dublin, CA 94568

SUBJECT: Notice of Hearing to Consider Resolution of Necessity to Condemn Real Property for the Tassajara Road - North Dublin Ranch Drive to Quarry Lane School Project, City Project No. ST0119
5868 Tassajara Road, Dublin, California, in Alameda County
Alameda County Assessor's Parcel Number 986-28-2
Owner: Javid Roshan and Zarmina Mayar

Dear Property Owners:

In its February 6, 2023 letter to you, the City of Dublin ("City") offered to acquire a portion of your property at 5868 Tassajara Road in Dublin, California, known as Alameda County Assessor's Parcel Number (APN) 986-28-2, along with a temporary construction easement for construction ("Property") for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, City Project No. ST0119 ("Project"). The Project will widen portions of Tassajara Road from two to four lanes, and add bike lanes, sidewalks, landscaping, bioretention, street lighting, and relocate utilities.

As of the date of this notice letter, you and the City have not been able to negotiate sale of the Property to the City. Pursuant to California Code of Civil Procedure section 1245.235, this letter constitutes notice of the City's intent to hold a public hearing at which the City will consider the adoption of a Resolution of Necessity authorizing condemnation of the Property. The legal description of the Property and a diagram of the Property are attached as Exhibit A and Exhibit B.

California Code of Civil Procedure sections 1240.030 and 1245.230 provide that the power of eminent domain may be exercised to acquire property for a proposed project if: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the property sought to be acquired is necessary for the project; and (4) the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

You are hereby notified that the Dublin City Council, at its meeting to be held on **August 20, 2024, at 7:00 p.m.**, will be asked to decide if the above conditions have been met concerning the Property and, if so, to adopt a Resolution of

City Council
925.833.6650
City Manager
925.833.6650
Community Development
925.833.6610
Economic Development
925.833.6650
Finance/IT
925.833.6640
Fire Prevention
925.833.6606
Human Resources
925.833.6605
Parks & Community Services
925.833.6645
Police
925.833.6670
Public Works
925.833.6630

100 Civic Plaza
Dublin, CA 94568
P 925.833.6650
F 925.833.6651
www.dublin.ca.gov

Necessity to acquire the Property by eminent domain. As of the date of this Notice, City Council meetings are being held in-person in the Council Chambers and will be broadcast live on Comcast TV channel 28, livestreamed on www.tv28live.org, and streamed on the City's website at https://dublin.ca.gov/ccmeetings. The meeting will be held in the City of Dublin Council Chambers, located at 100 Civic Plaza, Dublin, CA 94568.

You have the right to appear at the meeting and be heard on the adoption of the Resolution of Necessity, including regarding whether (1) the public interest and necessity require the Project; (2) the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the Property sought to be acquired is necessary for the Project; and (4) the offer required by Section 7267.2 of the Government Code has been made to the owner of record.

California Code of Civil Procedure section 1245.235 provides that failure to file a written request to appear and be heard within fifteen (15) days after the date of this Notice will result in the waiver of your right to appear and be heard. Notwithstanding this requirement, the City will permit you to be heard at the hearing if you appear in-person at the scheduled date and time or if you wish to participate in the meeting electronically, you have the option of giving public comment electronically by filling out an online speaker slip. Online speaker slips will be available at www.dublin.ca.gov beginning at 10:00 a.m. on August 20, 2024, and the public will be able to address the City Council in person or using a computer or smart phone via a link that will be provided following submission of a speaker slip. A telephonic option will also be available. You may submit your written request to appear and be heard, and any written comments you may have, to the City, Attn: City Clerk, 100 Civic Plaza, Dublin, CA 94568. Written comments received prior to 7:00 p.m. on August 20, 2024 will be read at the City Council meeting.

Please note: The amount of compensation the City is required to pay you to acquire the Property is not at issue in this proceeding. The sole purpose of the hearing is to permit the City Council to consider whether to acquire the Property for the Project, as described above. Your failure to appear does not waive your right to seek compensation from the City greater than the amount the City has offered to buy the Property. Further, this notice is not intended to affect any negotiations between you and the City regarding a voluntary sale of your Property to the City.

Sincerely,

Laurie Sucgang, P.E.
Assistant Public Works Director/City Engineer

Enclosures: Exhibit A – Legal Description of Property
Exhibit B – Diagram Showing Property

cc: John D. Bakker, City Attorney
Laura D. Beaton, Shute Mihaly & Weinberger LLP

November 7, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to the westerly line of Tassajara Road, said point also bring the **TRUE POINT OF BEGINING**;

Thence along the said westerly line, South 3°24'16" West, 214.04 feet;

Thence along the southerly line of said lands (2013-350453), North 86°11'29" West, 9.00 feet;

Thence leaving said southerly line along the following five (5) courses:

1) North 3°24'16" East, 130.50 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the northerly line of said lands;

Thence along said northerly line, South 85°40'14" East, 9.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,972 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——— = LOT LINE
═══ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N86°11'29"W	9.00'
L2	N86°35'44"W	0.67'
L3	S86°35'44"E	0.67'
L4	N03°24'16"E	14.51'
L5	S85°40'14"E	9.00'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

N3°24'16"E 130.50' L2 N3°24'16"E 69.11' L4
L1 L3 L5
S3°24'16"W 214.04'

FEE ACQUISITION
1,972 SQ.FT.±

TPOB
N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'
POC

N
40 0 40
scale 1" = 40' feet

TASSAJARA ROAD

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 11/7/2022 Chkd. WS
SHEET 1 OF 1

Plot Nov 07, 2022 at 3:19pm
190525_DOC_PLAT.dwg

COPYRIGHT © 2021 BKF ENGINEERS

October 24, 2022
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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

Being a portion of the lands of Javid Roshan and Zarmina Mayar as described in that certain Grant Deed filed for record on October 31, 2013 as Document Number 2013-350453, in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 537.36 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to the westerly line of Tassajara Road;

Thence along the northerly line of said lands (2013-350453), North 85°42'56" West 9.00 feet, said point also bring the **TRUE POINT OF BEGINING**;

Thence along said northerly line, North 85°37'49" West, 10.00 feet;

Thence leaving said northerly line, South 3°24'16" West, 214.22 feet to the southerly line of said lands;

Thence along said southerly line, South 86°09'04" East, 10.00 feet;

Thence leaving said southerly line the following five (5) courses:

1) North 3°24'16" East, 130.51 feet;
2) North 86°35'44" West, 0.67 feet;
3) North 3°24'16" East, 69.11 feet;
4) South 86°35'44" East, 0.67 feet;
5) North 3°24'16" East, 14.51 feet to the **TRUE POINT OF BEGINNING**.

Containing 2,095 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

_____
Davis Thresh, P.L.S. No. 6868



_____
Dated

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——————— = LOT LINE
═══════ = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N85°37'49"W	10.00'
L2	S86°09'04"E	10.00'
L3	N86°35'44"W	0.67'
L4	S86°35'44"E	0.67'
L5	N03°24'16"E	14.51'

EAST BAY REGIONAL PARK DISTRICT
APN: 986-28-3

LANDS OF JAVID ROSHAN
AND ZARMINA MAYAR
DEED 2013-350453
APN: 986-28-2

LANDS OF UNITED STATES
OF AMERICA
APN: 986-1-1-7

S3°24'16"W 214.22'

L2 L3 L1

N3°24'16"E 130.51' N3°24'16"E 69.11' L5 TPOB

L4

N85°42'56"W
9.00'

TEMPORARY CONSTRUCTION EASEMENT
2,095 SQ.FT.±

N86°35'44"W
33.00'

N3°24'16"E 2,057.32'
BASIS OF BERINGS

S3°24'16"W
537.36'

POC

TASSAJARA ROAD

40 0 40
scale 1" = 40' feet

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 10/24/2022 Chkd. WS
SHEET 1 OF 1

Plot Oct 24, 2022 at 10:42am

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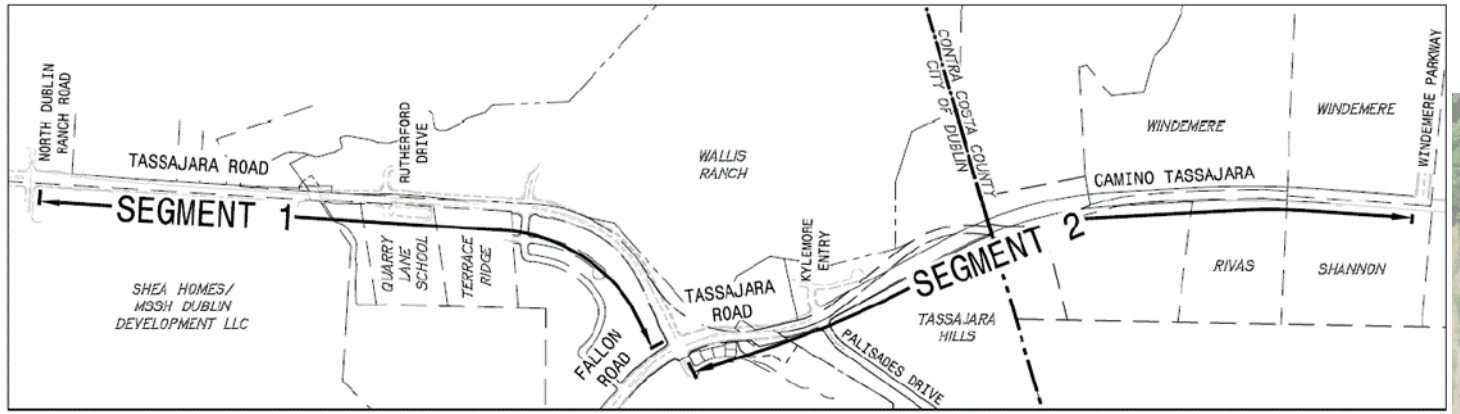
Item 6.1 – Resolution Determining that the Public Interest and Necessity Require the Acquisition of a Portion of Certain Real Property Located at 5868 Tassajara Road (APN 986-28-2) and a Temporary Construction Easement

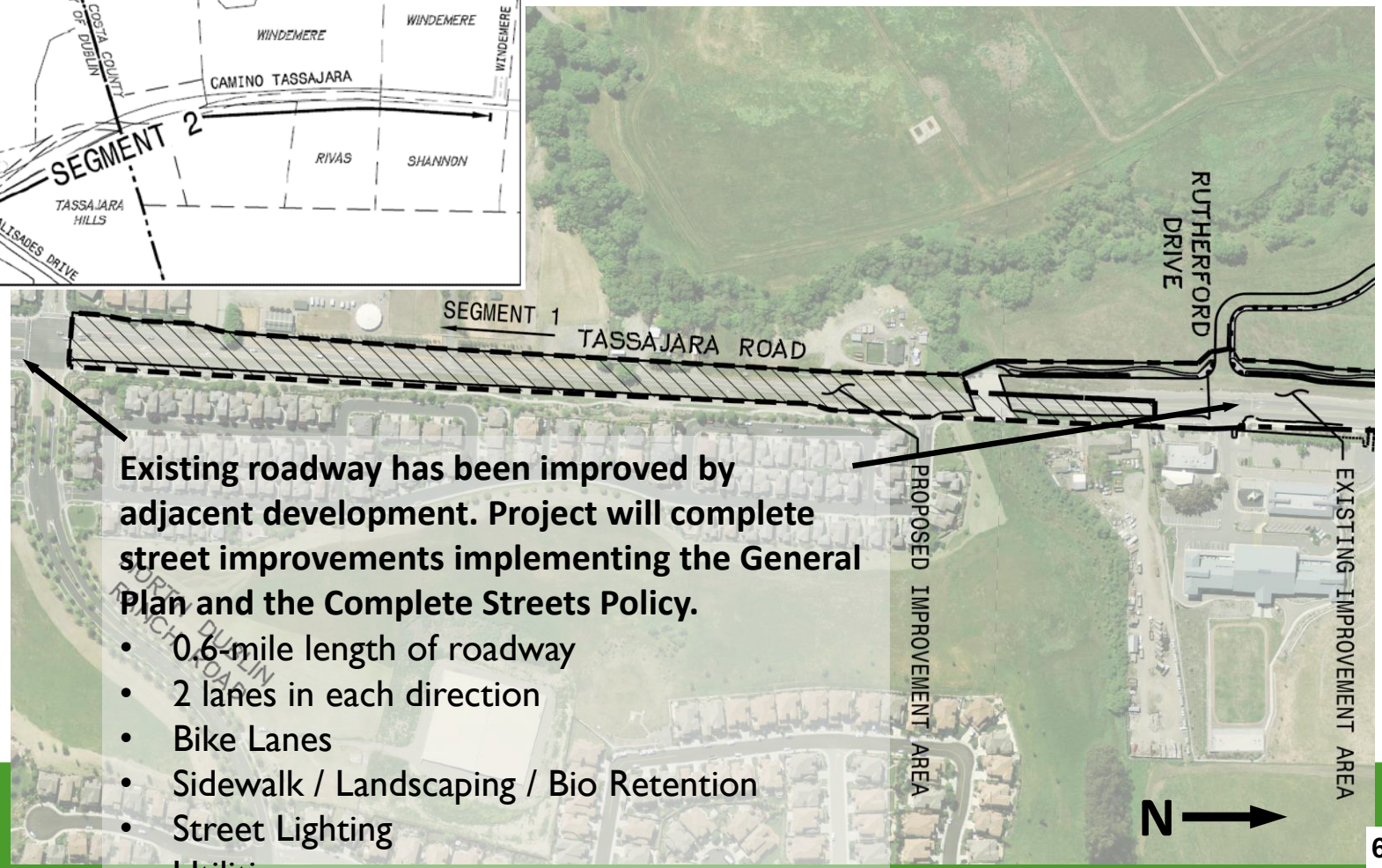
Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School, CIP No. ST0119



DUBLIN
CALIFORNIA

Project Location and Description





Existing roadway has been improved by adjacent development. Project will complete street improvements implementing the General Plan and the Complete Streets Policy.

- 0.6-mile length of roadway
- 2 lanes in each direction
- Bike Lanes
- Sidewalk / Landscaping / Bio Retention
- Street Lighting
- Utilities

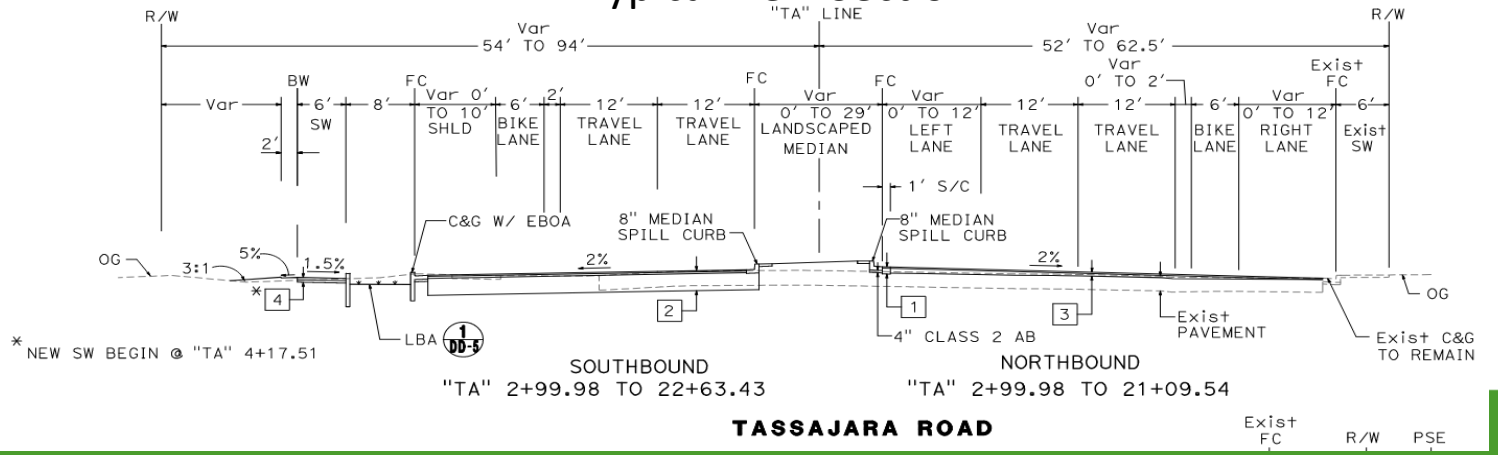
DUBLIN CALIFORNIA

Project Description

Existing Section



Typical New Section



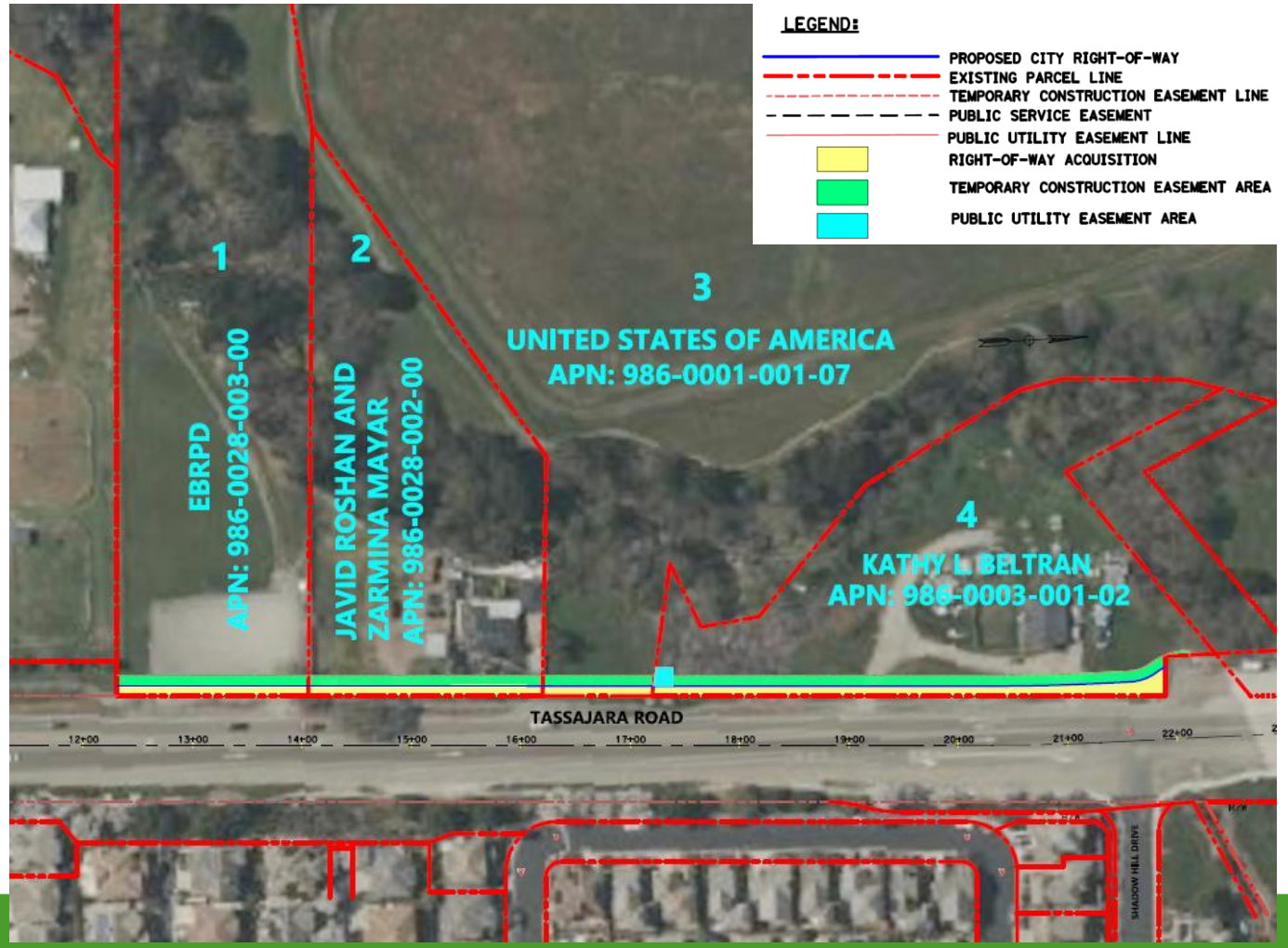
Project History

- Certified Eastern Dublin EIR and Approval of General Plan Amendment and Specific Plan
  (Resolution No. 51-93 and No. 53-93, May 10, 1993)
- Established Right-of-Way Lines "Precise Plan Line"
  (Ordinance No. 20-99, September 7, 1999)
- Adopted ISMND / MMRP for Tassajara/Fallon Road
  (Resolution No. 145-04, July 20, 2004)
- Established Ultimate Right-of-Way Lines
  (Ordinance No. 21-04, August 3, 2004)
- Addendum to IS/MND and R/W for 6 to 4 Lanes
  (Resolution No. 17-20, March 3, 2020)
- General Plan Amendment and Specific Plan 6 to 4 Lanes
  (Resolution No. 31-20, April 21, 2020)

Right-of-Way Acquisition

Summary of Offers to Purchase:

- Appraisal Mar 18, 2022
- Offer Letter Feb 6, 2023
- Updated Appraisal Oct 22, 2023
- Updated Offer Letter Feb 20, 2024
- Revised Offer Letter July 1, 2024
- Revised Offer Letter July 24, 2024



Adoption of Resolution of Necessity

Findings:

1. The public interest and necessity require the Project.
2. The proposed Project is planned or located in the manner that will be the most compatible with the greatest public good and the least private injury.
3. The Property is necessary for the Project.
4. The City has made the offer required by Gov't Code section 7267.2 to the owner of record.

Recommendation and Alternatives

- **Conduct** the public hearing, **deliberate**, and **adopt** the Resolution Determining that the Public Interest and Necessity Require the Acquisition of a Portion of Certain Real Property Located at 5856 Tassajara Road, Dublin, CA (Alameda County APN 986-28-2) and a Temporary Construction Easement for the Construction of the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

- The City Council must **consider all evidence presented at the hearing** on the Resolution, and must make the four findings in order to adopt the Resolution.

- Negotiations can continue after adoption of the Resolution of Necessity or even after the filing of an action in eminent domain.

- <u>Policy Alternatives:</u>
  - The City Council may choose **not to adopt** the Resolution of Necessity and **direct** Staff to continue negotiations to acquire the property for the project.

Agenda Item 6.2

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Place North Appeal (PLPA-004017-2024)
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

The Applicant, Hines Interests Limited Partnership, proposes to demolish two existing commercial buildings totaling 28,800 square feet and construct a 33,125-square-foot multi-tenant commercial building and associated site improvements within the Dublin Place Shopping Center. The Planning Commission denied the Site Development Review Permit application at their July 23, 2024 meeting. The Applicant appealed the action of the Planning Commission. The City Council will hold a public hearing to consider the appeal.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Reversing the Planning Commission's Denial and Approving a Site Development Review Permit for the Demolition of Two Commercial Buildings and Construction of a 33,125-Square-Foot Commercial Building and Associated Site Improvements for the Dublin Place North Project **OR** direct the City Attorney to prepare a resolution affirming the Planning Commission's action including findings of fact, for City Council consideration no later than October 9, 2024.

FINANCIAL IMPACT:

All costs associated with processing this application are borne by the applicant.

DESCRIPTION:

The Dublin Place North project site is located at the southwest corner of Amador Valley Boulevard and Amador Plaza Road within the Dublin Place Shopping Center as shown in Figure 1.

Figure 1. Project Location



The parcel boundaries in the Dublin Place Shopping Center are irregularly shaped; therefore, the project site occupies at least a portion of three parcels as shown in Table 1.

Table 1. Project Location/Parcels

Parcel Number	Address	Existing Uses
941-0305-027-00	7300 Amador Plaza Road	13,500 SF vacant building (former bank)
941-0305-028-00	7590 Amador Valley Blvd 7202 Amador Plaza Road	15,300 SF vacant building (former Grocery Outlet) 9,933 SF vacant building (former Lucille's BBQ)
941-0305-029-02	7200 Amador Plaza Road	Target and parking field

The project site is located within the Downtown Dublin Specific Plan (DDSP) and has a General Plan land use designation of Downtown Dublin – Retail District which allows for a range of residential and commercial uses.

Proposed Project

The Applicant is requesting a Site Development Review (SDR) Permit to demolish two existing commercial buildings onsite totaling 28,800 square feet (the 13,500-square-foot vacant building (former bank) and the 15,300-square-foot vacant building (former Grocery Outlet)) and construct a 33,125-square-foot multi-tenant building. The project also includes site improvements, including an updated parking field with stormwater treatment, removal of the northern driveway to Amador Plaza Road, a shift of the project site's southern driveway to Amador Plaza Road to align with the new drive aisle, and enhancements to the drive aisle leading to the intersection of Amador Valley Boulevard and Donohue Drive. The anticipated tenants include the existing tenants of the Dublin Place Shopping Center that will be relocating to the new building: PetSmart, Panera, Chipotle, BMO Bank, and Yafa Hummus.

Background

For eight years, City Staff has been collaborating with the majority owner of the Dublin Place Shopping Center, American Realty Advisors (ARA), to support redevelopment of Downtown Dublin and bring the City Council's adopted Downtown Dublin Preferred Vision to fruition. Over the last five years, the City has made significant progress towards this effort, including taking the following actions in direct collaboration with the ARA:

Memorandum of Understanding (MOU)

On October 15, 2019, the City Council adopted Resolution No. 107-19 which approved an MOU between the City and ARA. At that time, Dublin Place Shopping Center had eight parcels with three different property owners. Staff worked with the majority property owner ARA to amend the Covenants, Conditions & Restrictions (CC&Rs) which encumbered the Dublin Place Shopping Center and partnered with ARA to acquire 7300 Amador Plaza Road (primary location of Dublin Place North Project). ARA committed $3.7 million towards the purchase and the City committed $3 million towards the purchase. As part of the City's commitment of those funds, the City and ARA entered into an MOU which committed ARA to do a number of things, including:

- Acquire the remaining portions of the Dublin Place Shopping Center to secure the site for the town square park described in the Preferred Vision;
- Identify and create the site for the 80-unit affordable senior housing project;
- Obtain termination rights and/or relocation rights with leases for any future leases;
- Apply for a permit for a new monument signage program which would include a rebranding effort of the Dublin Place Shopping Center; and
- If during the 18-month period as outlined in the MOU, the City does not approve a higher and better use of 7505 Dublin Boulevard (former Coco's Restaurant building) as part of the larger development of the Dublin Place Shopping Center, or if ARA decides that it would be beneficial not to develop 7505 Dublin Boulevard as part of the larger redevelopment of the Dublin Place Shopping Center, then ARA will obtain a building permit for the development of 7505 Dublin Boulevard.

The City's commitment to those funds supported the creation of the Downtown by recognizing that this is a dynamic project, and the various stakeholders need to be creative and flexible to

make Downtown Dublin a reality.

The MOU was extended twice, once on April 6, 2021 for a 12-month term extension, and again on April 5, 2022 for a 14-month term extension.

Downtown Dublin Preferred Vision

On November 5, 2019, the City Council approved the Downtown Dublin Preferred Vision and its three main principles (the siting of the town square, a new street grid network, and the downtown character). The Preferred Vision built upon the vision set forth in the DDSP and charts a path forward to improve the Retail District over the next 30 to 50 years, with the goal of achieving the town square and related surrounding development in the next five years.

DDSP Amendments

Since adoption of the Preferred Vision, there has been three amendments to the DDSP, all of which have been in support of implementing the Preferred Vision. The most recent amendment, developed in collaboration with ARA and Hines and approved on December 19, 2023 (Resolution No. 134-23), consisted of adding Research and Development as a new land use, increasing the residential allocation by 465 units, decreasing the non-residential allocation by 300,000 square feet, increasing the building height and floor area ratio in The Core area of the Retail District, and changing setbacks.

Dublin Commons Project

On May 17, 2024, ARA and Hines submitted their formal application for the Dublin Commons Project which seeks to implement the first phase of the Preferred Vision. In support of the Preferred Vision, Staff has been working on the framework for the Development Agreement and the City's commitment to financially supporting the public improvements required for the Dublin Commons Project. City Staff provided an update to City Council on those efforts on July 16, 2024, and is presenting the draft Development Agreement framework to the City Council under a separate agenda at this meeting.

Planning Commission Action

On July 23, 2024, the Planning Commission held a public hearing to consider the proposed project. There was no public comment on the project. The Commission's discussion focused on the project's consistency with the DDSP. As part of the discussion, the Commission expressed concerns with the addition of two driveways along Amador Valley Boulevard, the overall layout of the project including the placement of the building setback from the public street, the location of the parking lot adjacent to the public street, the pedestrian and bicycle connectivity, and the architecture. Ultimately, the Commission determined that the proposed project is not consistent with the DDSP because the project's siting and architecture do not fit in with the DDSP and do not capture what was envisioned in the DDSP.

After reviewing the July 23, 2024 Planning Commission Staff Report and receiving presentations from Staff and the Applicant, the Planning Commission adopted Resolution No. 24-06 denying the SDR (Attachment 4). On July 26, 2024, the Applicant appealed the action of the Planning Commission (Attachment 5). The Planning Commission Staff Report (without attachments) and meeting minutes from the July 23, 2024 meeting are included as Attachments 6 and 7.

Clarification to Planning Commission July 23, 2024, Staff Report – Public Art

The Planning Commission July 23, 2024 Staff Report incorrectly states that the applicant intends to satisfy the City's public art requirement through the payment of in-lieu fees; however, the draft Resolution provided to the Planning Commission accurately confirmed that the applicant will be installing public art on site. The draft City Council Resolution (Attachment 1) includes Condition of Approval No. 17 confirming the applicant will be installing public art on-site.

Appeal Process

Dublin Municipal Code Chapter 8.136 of the Zoning Ordinance contains the regulations and procedures that must be followed if an action of the Planning Commission is appealed to the City Council. The appeal must be scheduled for a Public Hearing within 45 days of the filing of the appeal. The City Council may defer a decision on the appeal at the Public Hearing but must act within 75 days of the filing of the appeal, otherwise the decision being appealed shall be deemed affirmed.

With the appeal filed on July 26, 2024, in accordance with Chapter 8.136, the City Council must hold a Public Hearing no later than September 9, 2024, and must act no later than October 9, 2024, or the decision of the Planning Commission is deemed affirmed.

Chapter 8.136 states that the City Council may, by majority vote, affirm, affirm in part, or reverse the Planning Commission's decision to deny the project. If the City Council decides to reverse the Planning Commission's decision to deny the project, the City Council may adopt additional conditions of approval that address the specific subject of the appeal.

The City Council's action must be supported by findings of fact based on information before the Council when it hears and considers the appeal.

Analysis

Pursuant to the DDSP and Dublin Municipal Code Chapter 8.104 of the Zoning Ordinance, an SDR is required prior to the demolition and construction of principal structures. Approval of an SDR is subject to findings related to compliance with General Plan policies, impacts to general safety and welfare, site layout, impacts to views, impacts to topography, architectural considerations, and landscape considerations.

Issues Raised in Appeal

The two primary issues raised in the appeal and responded to in detail below are:

1. The Project is Consistent with the DDSP
2. The Project has Legitimate CC&R and Lease Constraints

1. *The Project is Consistent with the DDSP*

The Planning Commission's denial of the SDR was based on the following finding that they were not be able to make to support approval of the project:

The proposal is consistent with the purposes of Chapter 8.104 of the Zoning Ordinance, with the General Plan and any applicable Specific Plans and design guidelines.

Planning Commission's Determination
The Planning Commission determined that the proposed project is not consistent with the DDSP because the project's siting and architecture do not fit in with the DDSP and the project does not capture what was envisioned in the DDSP.

Appellant's Issues Raised
The appeal is supported by numerous references to the July 23, 2024, Planning Commission Staff Report and draft resolution prepared for the July 23, 2024, meeting which outlines how the project complies with the General Plan, DDSP, and Dublin Municipal Code.

Planning Commission Staff Report Analysis
The Staff Report for the July 23, 2024, Planning Commission hearing on the project outlined the ways in which Staff believes the project is consistent with the DDSP (Attachment 6). Staff's recommendation for approval has not changed. Please refer to the July 23, 2024, Planning Commission Staff Report for the basis for those conclusions.

To further expand upon the information in the July 23, 2024, Planning Commission Staff Report, Table 2 below provides an overview of the project's compliance with the development regulations outlined in the DDSP.

Table 2. Overview of Project's Compliance with DDSP Development Regulations

Development Regulation	DDSP Requirement	Proposed Project	Project Meets DDSP Requirement: Y/N
Street Setback	5 ft min.	90 ft to Amador Valley Boulevard 150 – 200 ft from Amador Plaza Road (approx.).	Y
Interior Setback	Per Building Code (E.g. less than 10 ft apart with a 2-hour fire resistance rated exterior assembly; 10-20 ft with 1-hour fire resistance rated exterior assembly; and greater than 20 ft without any special fire resistance at the exterior assembly.)	26 ft min.	Y
Building Entrance	At least 1 public entrance per business with street frontage shall be provided along a facade facing the street.	The proposed site layout would orient the building so that the front entrance for each business faces Amador Plaza Road and the new parking area.	Y

Development Regulation	DDSP Requirement	Proposed Project	Project Meets DDSP Requirement: Y/N
Pedestrian Access	Direct pedestrian access shall be provided from the sidewalk and parking areas to building entrances (excluding private service entrances).	Pedestrian access is provided in 3 locations from the public street: (1) from Amador Valley Boulevard near Driveway 2, (2) Midblock on Amador Plaza Road, and (3) via the sidewalk along Third Street to the south.	Y
Vehicular Access	Driveways may be provided from a street or adjacent property (if a shared access agreement is established). Shared access to reduce the number of public roadway access points is strongly encouraged.	The proposed project would remove the existing northern driveway off Amador Plaza Road, shifts the southern driveway on Amador Plaza Road to align with Third Street, add a new driveway for access to the loading area and waste enclosures that is separated from the customer access points, and add a new restricted driveway that is designed with bollards for emergency vehicle access only.	Y
Driveway Width	15 ft min for 1-way driveways and 24 ft min for 2-way driveways. Fire access roadways (including driveways) shall have a minimum unobstructed width of 20 ft.	The project has 3 driveways. 1-way driveway is 20 ft to meet the minimum requirement for emergency vehicle access and 2-way driveways that are 40 ft to meet the minimum turning requirements for delivery and/or emergency truck access.	Y
Parking	Surface parking allowed on portions of the site that are set back 5 ft min from all property lines. The setback shall be landscaped.	Surface parking is setback 5 ft from all property lines. The area between the sidewalk and parking is fully landscaped with trees and shrubs, plus there is extensive landscaping in the parking area.	Y
Building Height	Outside "The Core:" 6 floors and 75 ft max (tower elements, architectural and articulated design features, solar panels, and small-scale wind turbines may extend 10 ft max beyond this height).	Varied heights to provide articulation with 30 ft to highest point on building façade.	Y
Allowed Frontages	At least one of the following frontages (based on the	The street façade is designed as an Anchor Storefront for the larger	Y

Development Regulation	DDSP Requirement	Proposed Project	Project Meets DDSP Requirement: Y/N
	ground floor use) shall be provided on all facades that front a street: • Anchor Storefronts • Storefronts • Office/Lodging Fronts • Auto Service Fronts • Public Fronts	tenant space and a Storefront for the small tenant spaces.	
Maximum FAR	2.0.	0.19.	Y

In addition to development standards, the DDSP includes design guidelines to address various aspects of a project including building materials and colors, articulation, rooflines, outdoor seating, signage, and lighting. The proposed project meets the intent of the design guidelines through use of high-quality materials, a variety of outdoor seating areas, consideration of existing development and circulation pattern of adjacent development and overall provides a visually appealing project with an attractive pedestrian experience.

The architectural concept for the development is clean and contemporary. The project offers a variety of contemporary building materials such as stone, wood, metal, architectural concrete, and stucco. The single-story building forms are horizontally oriented with varying heights and depths that create a unique design and visual interest for this area of the Dublin Place Shopping Center, while blending well with the existing surrounding development. The building is highlighted with the addition of a metal open trellis canopy along the storefront of the smaller tenant spaces to add visual interest and shading. Additionally, each of the smaller tenant storefronts include extensive glazing. The proposed project includes a wide sidewalk along the tenant frontage that ranges in width based on the anticipated tenants and widens up to 24 feet in some areas to accommodate outdoor dining. The building articulation, shade canopy, and wide sidewalk provide visual interest, enhance the pedestrian experience, and provide opportunities for outdoor seating along the front façade of the tenant spaces.

The placement of the building embraces the street with all the storefronts facing the pedestrian realm and pedestrian connections from the sidewalk to the storefronts. This placement improves upon the existing buildings which have the back of the buildings with blank walls facing the sidewalk. It also allows for screening of unsightly back of house operations unlike the existing PetSmart building on Amador Plaza Road and the newer pad building located immediately across Amador Plaza Road from the project site as shown in Figures 2 and 3 below. The project includes extensive landscaping throughout to enhance the visual character and pedestrian experience. This includes landscaping to buffer and soften the parking areas. The proposed placement of the building and parking, and the use of landscaping and pedestrian connections from the sidewalk to the storefronts are not without precedent in the Downtown. These aspects of the proposed project are comparable to the REI

building, shown in Figure 4 below, which was approved under the DDSP and supports the overall vision for the DDSP and has been well received by the community.

Figure 2. Project Frontage (Amador Valley Blvd.) and Pad Building (7295 Amador Plaza Road)





Figure 3. PetSmart (6960 Amador Plaza Rd)



Figure 4. REI Building (7099 Amador Plaza Road)





In response to the Planning Commission's concerns, the Applicant evaluated what changes could be made to the project within the CC&R and lease constraints. The Applicant provided a

revised site plan and architectural renderings, attached to this report as Attachment 3, showing the following changes:

- Additional trees and a landscape buffer were added to Third Street to enhance the pedestrian experience
- The entire building was shifted nine feet to the north which enhanced the dog area on the south side of PetSmart and the seating area on the north side. The parking spaces adjacent to the seating area on the north side were removed to create a larger pedestrian space.
- Pedestrian walkways from Amador Valley Boulevard and Amador Plaza Road enhanced with decorative concrete and additional plantings
- Additional planters added between the parking lot and the building to buffer outdoor seating areas
- Additional pottery/planters added throughout the project
- Eliminated the one-way driveway from Amador Valley Boulevard

The draft City Council Resolution includes Condition of Approval No. 16 confirming the final design will include the proposed changes described above and shown in Attachment 3.

Section 3.3 of the DDSP also has a set of guiding principles. There are guiding principles that pertain to the entire DDSP area as well as those that apply to each of the three districts. The purpose of these guiding principles is to define a framework for future land uses, development standards and design guidelines for the project area and each district. While every principle may not be applicable to every project and every project may not advance every principle, each principle should be considered in context of every project. For example, DDSP Section 3.3.1 provides the following guideline for the DDSP area: "Create a pedestrian-friendly downtown where people can live, work and play within a short walkable distance. Redevelopment should create a memorable sense of place, and minimize potential conflicts between vehicles, pedestrians and bicyclists."

In addition, one of the guiding principles as outlined for the Retail District in DDSP Section 3.3.2 is to "work with property owners and business to implement the Downtown Dublin Preferred Vision as provided in Section 4.1.3." Both guidelines are more appropriately applied in the larger context of the proposed project's relationship with the existing Dublin Place Shopping Center, surrounding development and the Dublin Commons Project. As an infill redevelopment project, the proposed project possesses unique development challenges and attempts to address these while eliminating barriers to implement the Downtown Dublin Preferred Vision and the Dublin Commons Project. The redevelopment of the Dublin Place Shopping Center, which the proposed project is a part of, will create a memorable sense of place and support all modes of transportation that minimize potential conflicts between vehicles, pedestrians and bicyclists. This sense of place and support for all modes of transportation is provided through the various pedestrian gathering spaces, large sidewalks and the proposed street improvements for both the new private and public streets within the Dublin Commons project and the existing public streets adjacent to Dublin Commons project.

2. *The Project has Legitimate CC&R and Lease Constraints*

As discussed in further detail in the background section above, there was extensive discussion at the July 23, 2024, Planning Commission hearing regarding the development constraints placed on the property by existing and the relocating tenants of the Dublin Place Shopping Center.

Appellant's Issues Raised

The appeal provides an overview of the CC&Rs and lease terms that impact the development of the Dublin Place Shopping Center. The appeal asserts that if the project's proposed site plan ignored the tenants' specific requirements, the tenants would simply stay in place for the duration of their leases and the DDSP vision would be unachievable. In addition, the proposed project meets the needs of the retailers for relocation and paves the way for the implementation of the Preferred Vision.

Planning Commission Staff Report Analysis

The Staff Report for the July 23, 2024, Planning Commission hearing on the project provided a brief background of the redevelopment of the Dublin Place Shopping Center. This background included the Downtown Dublin Preferred Vision, in which Staff has been working in partnership with the property owner of the Dublin Place Shopping Center to implement the Preferred Vision. The July 23, 2024, Planning Commission Staff Report noted that the anticipated tenants include existing tenants of the Dublin Place Shopping Center that will be relocating to the new building, PetSmart, Panera, Chipotle, BMO Bank, and Yafa Hummus. Given that the CC&R and lease constraints are a private matter, to which the City is not a party, the July 23, 2024, Planning Commission Staff Report did not provide detail on those issues. For further details on the private lease constraints, refer to the Application's Appeal filed July 26, 2024 (Attachment 5).

As previously discussed in this Staff Report, the City Council approved a MOU between the City and ARA. Staff worked with ARA to amend the CC&Rs which encumbered the Dublin Place Shopping Center and partnered with ARA to acquire the subject property for purposes of relocating existing tenants. ARA committed $3.7 million towards the purchase and the City committed $3 million towards the purchase. As part of the City's commitment of those funds, the MOU committed ARA to obtain termination rights and/or relocation right with leases. The Applicant has accomplished this through development of a site plan that meets the tenants' proposed requirements for a relocation agreement.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin
Objective B: Work with ARA and Hines on the development of the Dublin Commons Project, including associated public improvements, relocation of tenants, a Development Agreement, and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.

ENVIRONMENTAL DETERMINATION:

The project is located within the DDSP area, which was the subject of an Environmental Impact Report (EIR), State Clearinghouse number 20100022005. The DDSP Final EIR was certified by City Council Resolution No. 08-11 dated February 1, 2011. Pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15168(c)(2), the proposed project was examined to determine if another environmental document should be prepared. The proposed project is the redevelopment of an existing commercial property in the Retail District and is within the development potential identified and examined in the DDSP EIR. There is no substantial evidence in the record that any new effects would occur, that any new mitigation measures would be required, or that any of the conditions triggering supplemental environmental review under CEQA Guidelines section 15162 exists.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a Public Notice was mailed to all property owners and occupants within 300 feet of the proposed project. The Public Notice was also published in the *East Bay Times* and posted at several locations throughout the City. A copy of this Staff Report was provided to the Applicant and posted to the City's website.

ATTACHMENTS:

1) Resolution Reserving the Planning Commission's Denial and Approving the Site Development Review Permit for the Dublin Place North Project
2) Exhibit A to Resolution - Project Plans
3) Exhibit B to Resolution - Applicant's Revisions to Project Plans
4) Planning Commission Resolution No. 24-06
5) Applicant's Appeal Filed July 26, 2024
6) Planning Commission July 23 2024 Staff Report (without attachments)
7) Planning Commission July 23, 2024 Meeting Minutes
8) Staff's Presentation
9) Applicant's Presentation

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

REVERSING THE PLANNING COMMISSION'S DENIAL AND APPROVING A SITE DEVELOPMENT REVIEW PERMIT FOR THE DEMOLITION OF TWO COMMERCIAL BUILDINGS AND CONSTRUCTION OF A 33,125-SQUARE-FOOT COMMERCIAL BUILDING AND ASSOCIATED SITE IMPROVMENTS FOR THE DUBLIN PLACE NORTH PROJECT 7200-7300 AMADOR PLAZA ROAD AND 7590 AMADOR VALLEY BOULEVARD (APN 941-0305-027-00, 941-0305-028-00, 941-0305-029-02) PLPA-2023-00018

WHEREAS, the Applicant, Mario Tija with Hines Interests Limited Partnership, on behalf of the Property Owner, ASVRF Dublin Place, submitted a Site Development Review Permit application to demolish two existing commercial buildings, totaling 28,000 square feet, and construct a new 33,125 square foot multi-tenant commercial building within the Dublin Place Shopping Center (project); and

WHEREAS, the project site is located in Downtown Dublin, within the Retail District of the Downtown Dublin Specific Plan; and

WHEREAS, the parcel boundaries in the Dublin Place Shopping Center are irregularly shaped and therefore the project site occupies at least a portion of the following three parcels: 7200-7300 Amador Plaza Road and 7590 Amador Valley Boulevard; APNs: 941-0305-027-00, 941-0305-028-00, 941-0305-029-02; and

WHEREAS, the California Environmental Quality Act (CEQA), together with State Guidelines and City Environmental Regulations, required that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, the project is located within the Downtown Dublin Specific Plan area, which was the subject of an Environmental Impact Report (EIR), State Clearinghouse number 20100022005. The Downtown Dublin Specific Plan Final EIR was certified by City Council Resolution No. 08-11 dated February 1, 2011. Pursuant to CEQA Guidelines section 15168(c)(2), the proposed project was examined to determine if another environmental document should be prepared. The proposed project is the redevelopment of an existing commercial property in the Retail-District and is within the development potential identified and examined in the Downtown Dublin Specific Plan EIR. There is no substantial evidence in the record that any new effects would occur, that any new mitigation measures would be required, or that any of the conditions triggering supplemental environmental review under CEQA Guidelines section 15162 exists; and

WHEREAS, a Staff Report was submitted to the City of Dublin Planning Commission recommending approval of the Site Development Review Permit; and

WHEREAS, the Planning Commission held a properly noticed public hearing on said application on July 23, 2024; and

WHEREAS, the Planning Commission adopted Resolution No. 24-06 denying the Site Development Review Permit; and

WHEREAS, the Applicant, timely appealed the action of the Planning Commission in accordance with Dublin Municipal Code Chapter 8.136; and

WHEREAS, the City Council is the hearing body for the appeal of a decision by the Planning Commission; and

WHEREAS, the City Council held a public hearing on said appeal of the Planning Commission's decision; and

WHEREAS, proper notice of said hearing was given in all respects as required by law; and

WHEREAS, a Staff Report, dated August 20, 2024, and incorporated herein by reference, described and analyzed the proposed Dubin Place North Project, including the Site Development Review application; and

WHEREAS, the City Council did hear and consider all reports, recommendations, and testimony herein above set forth and used its independent judgment to evaluate the project.

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

BE IT FURTHER RESOLVED THAT THE City of Dublin City Council does hereby make the following finding regarding the Dublin Place North Project:

A. The project is located within the Downtown Dublin Specific Plan area, which was the subject of an Environmental Impact Report (EIR), State Clearinghouse number 20100022005. The Downtown Dublin Specific Plan Final EIR was certified by City Council Resolution No. 08-11 dated February 1, 2011. Pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15168(c)(2), the proposed project was examined to determine if another environmental document should be prepared. The proposed project is the redevelopment of an existing commercial property in the Retail-District and is within the development potential identified and examined in the Downtown Dublin Specific Plan EIR. There is no substantial evidence in the record that any new effects would occur, that any new mitigation measures would be required, or that any of the conditions triggering supplemental environmental review under CEQA Guidelines section 15162 exists.

BE IT FURTHER RESOLVED THAT THE City of Dublin City Council does hereby make the following findings and determinations regarding the Site Development Review Permit:

A. *The proposal is consistent with the purposes of Dublin Municipal Code Chapter 8.104 of the Zoning Ordinance, with the General Plan, and any applicable Specific Plans and design guidelines in that*: 1) The project is in compliance with the development standards of the Downtown Dublin Zoning District and Downtown Dublin Specific Plan (DDSP) and is consistent with the DDSP design guidelines for commercial uses

including compliance with setbacks, height, and materials; and 2) the project is consistent with the DDSP Retail District and development standards.

B. *The proposal is consistent with the provisions of Dublin Municipal Code Title 8, Zoning in that:* 1) the project contributes to orderly, attractive, and harmonious site and structural development compatible with the intended use, the existing Dublin Place Shopping Center, and the surrounding properties; 2) the project provides a modern design and landscaping to complement the area; and 3) the project complies with the development regulations set forth in the Downtown Dublin Zoning District and accompanying DDSP.

C. *The design of the project is appropriate to the City, the vicinity, surrounding properties, and the lot in which the project is proposed in that:* 1) the design of the proposed buildings and associated improvements provides for a seamless transition with the existing development and circulation pattern for the larger Dublin Place Shopping Center in which is it located; 2) the size and mass of the proposed buildings are consistent with the requirements of the DDSP, which guides commercial development in the Retail District and the greater DDSP area; and 3) the project will expand the commercial opportunities in the DDSP area.

D. *The subject site is suitable for the type and intensity of the approved development in that:* 1) the project provides additional commercial development in an existing shopping center that can support commercial uses; 2) the project is consistent with the Downtown Dublin Zoning District in which it is located; 3) the project site will be fully served by a network of infrastructure of public roadways, services, and facilities; and 4) the proposed building size and configuration would not exceed the allowable building area or create adverse conditions on-site or for surrounding properties.

E. *Impacts to existing slopes and topographic features are addressed in that*: 1) the project site is generally flat; and 2) landscaping along the street frontage and throughout the project will be complete.

F. *Architectural considerations including the character, scale, and quality of the design, site layout, the architectural relationship with the site and other buildings, screening of unsightly uses, lighting, building materials and colors, and similar elements result in a project that is harmonious with its surroundings and compatible with other developments in the vicinity in that:* 1) the project's design and landscaping provides a contemporary-themed commercial opportunity in the DDSP; 2) the proposed building reflects a similar and compatible architectural style and development pattern of other commercial buildings within the DDSP; 3) the materials proposed will be high-quality and long-lasting; and 4) the color and materials proposed are appropriate to the contemporary architectural design proposed for the project and complementary to other commercial buildings in the project vicinity.

G. *Landscape considerations, including the location, type, size, color, texture, and coverage of plant materials, and similar elements have been incorporated into the project to ensure visual relief, adequate screening, and an attractive environment for the public in that:* 1) the landscaping, hardscape, and amenities are designed in the contemporary style to complement the architecture of the building; and 2) the project is

also required to confirm to the requirements of the City's Water Efficient Landscape Ordinance.

H. *The site has been adequately designed to ensure the proper circulation for bicyclist, pedestrians, and automobiles in that:* 1) the proposed layout of the parking area has been reviewed for safety and adequate circulation; and 2) development of this project will integrate into the existing circulation and development pattern of the larger Dublin Place Shopping Center.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin hereby approves the Site Development Review Permit for the Dublin Place North Project, subject to the conditions included below, and in accordance with the project plans, incorporated herein by reference and attached as **Exhibit A** to this Resolution.

CONDITIONS OF APPROVAL

Unless stated otherwise, all Conditions of Approval shall be complied with prior to establishment of use and shall be subject to Planning Division review and approval. The following codes represent those departments/agencies responsible for monitoring compliance of the conditions of approval: [PL] Planning; [B] Building; [PO] Police; [PW] Public Works; [ADM] Administration/City Attorney; [FIN] Finance; [PCS] Parks and Community Services; [F] Dublin Fire Prevention; [DSR] Dublin San Ramon Services District; [LDD] Livermore Dublin Disposal; [CO] Alameda County Department of Environmental Health; [Zone 7] Alameda County Flood Control and Water Conservation District, Zone 7; [LAVTA] Livermore Amador Valley Transit Authority; and [CHS] California Department of Health Services.

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	PLANNING - GENERAL		
1.	**Approval.** This approval is for the Downtown Hines North Project (PLPA-2023-00018). This approval shall be as generally depicted and indicated on the Project Plans prepared by Gensler, Kier + Wright, SWA, dated May 24, 2024, attached as Exhibit A and other plans, text, and diagrams relating to this project, and as specified as the following Conditions of Approval for this project.	PL	Ongoing
2.	**Permit Expiration.** Construction shall commence within one (1) year of the effective date of this Site Development Review Permit or the Permit shall lapse and become null and void. If there is a dispute as to whether the Permit has expired, the City may hold a noticed public hearing to determine the matter. Such a determination may be processed concurrently with revocation proceedings in appropriate circumstances. If a Permit expires, a new application must be made and processed according to the requirements of the Zoning Ordinance.	PL	One Year After Effective Date
3.	**Time Extension.** The Community Development Director may, upon the Applicant's written request for an extension to Permit Expiration, and upon the	PL	Expiration Date

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	determination that any Conditions of Approval remain adequate to assure the applicable findings of approval will continue to be met, grant a time extension of approval for a period not to exceed 12 months. The Director of Community Development may grant a maximum of two extensions of approval, and additional extensions may be granted by the original decision maker in accordance with DMC 8.96.020.E.		
4.	**Compliance.** The Applicant/Developer shall operate this use in compliance with the Conditions of Approval of this Site Development Review Permit and Tentative Parcel Map, the approved plans and the regulations established in the Zoning Ordinance. Any violation of the terms or conditions specified may be subject to enforcement action.	PL	On-going
5.	**Revocation of Permit.** The Site Development Review approval shall be revocable for cause in accordance with Section 8.96.020.I of the Dublin Zoning Ordinance. Any violation of the terms or conditions of this permit shall be subject to citation.	PL	On-going
6.	**Requirements and Standard Conditions.** The Applicant/ Developer shall comply with applicable City of Dublin Fire Prevention Bureau, Dublin Public Works Department, Dublin Building Department, Dublin Police Services, Alameda County Flood Control District Zone 7, Livermore Amador Valley Transit Authority, Alameda County Public and Environmental Health, Dublin San Ramon Services District and the California Department of Health Services requirements and standard conditions. Prior to issuance of building permits or the installation of any improvements related to this project, the Developer shall supply written statements from each such agency or department to the Planning Department, indicating that all applicable conditions required have been or will be met.	Various	Building Permit Issuance
7.	**Required Permits.** As determined applicable for grading and building permits for each development phase or planning area, the Developer shall obtain all permits required by other agencies including, but not limited to Alameda County Flood Control and Water Conservation District Zone 7, California Department of Fish and Game, Army Corps of Engineers, Regional Water Quality Control Board, Caltrans and provide copies of the permits to the Public Works Department.	PW	Building Permit Issuance and Grading Permit Issuance
8.	**Fees.** Applicant/Developer shall pay all applicable fees and receive all applicable fee credits in effect at the time of building permit issuance, including, but not limited to, Planning fees, Building fees, Traffic Impact Fees, TVTC fees, Dublin San Ramon Services District fees, Public Facilities fees, Dublin Unified School District School Impact fees, Fire Facilities Impact fees, Alameda County Flood and Water Conservation District (Zone 7)	Various	Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	Drainage and Water Connection fees; or any other fee that may be adopted and applicable. The Developer shall be eligible for Western Dublin Transportation Impact Fee (WDTIF) credits for public improvements constructed on Amador Plaza Road and Amador Valley Boulevard.		
9.	**Hold Harmless/Indemnification.** Applicant/ Developer shall defend, indemnify, and hold harmless the City of Dublin and its agents, officers, and employees from any claim, action, or proceeding against the City of Dublin or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City of Dublin or its advisory agency, appeal board, Planning Commission, City Council, Community Development Director, Zoning Administrator, or any other department, committee, or agency of the City to the extent such actions are brought within the time period required by Government Code Section 66499.37 or other applicable law; provided, however, that the Applicant/Developer's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the Applicant/Developer of any said claim, action, or proceeding and the City's full cooperation in the defense of such actions or proceedings**.**	ADM	On-going
10.	**Clarification of Conditions.** In the event that there needs to be clarification to the Conditions of Approval, the Director of Community Development and the City Engineer have the authority to clarify the intent of these Conditions of Approval to the Developer without going to a public hearing. The Director of Community Development and the City Engineer also have the authority to make minor modifications to these conditions without going to a public hearing in order for the Developer to fulfill needed improvements or mitigations resulting from impacts to this project.	PL, PW	On-going
11.	**Clean-up.** The Applicant/Developer shall be responsible for clean-up & disposal of project related trash to maintain a safe, clean and litter-free site.	PL	On-going
12.	**Modifications.** Modifications or changes to this Site Development Review approval may be considered by the Community Development Director if the modifications or changes proposed comply with Section 8.104.100 of the Zoning Ordinance.	PL	On-going
13.	**Equipment Screening.** All electrical equipment, fire risers, electrical and gas meters, and/or mechanical equipment shall be architecturally screened from public view at street/ground level by landscaping and/or	PL	Building Permit Issuance and

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	architectural features and that electrical transformers are either underground or architecturally screened. Any roof-mounted equipment shall be completely screened from adjacent street view by materials architecturally compatible with the building and to the satisfaction of the Community Development Director. The Building Permit plans shall show the location of all equipment and screening for review and approval by the Director of Community Development.		Through Completion/ On-going
14.	**Temporary Promotional Banners and Balloons.** Temporary Promotional Banner Signs and Balloons shall only be permitted after first securing an approved Temporary Promotional Sign Permit. All temporary on-site signage shall be subject to the sign regulations contained in the City of Dublin Zoning Ordinance.	PL	On-going
15.	**Construction Trailer.** The Applicant/Developer shall obtain a Temporary Use Permit prior to the establishment of any construction trailer, storage shed, or container units on the project site.	PL	Installation of a Construction Trailer
PLANNING – PROJECT SPECIFIC CONDITIONS			
16.	**Design Changes.** The plans submitted for permitting shall reflect the design changes proposed by the Applicant outlined in the City Council Staff Report dated August 20, 2024, and as shown in **Exhibit B**.	PL	Building Permit/ Sitework Permit Issuance
17.	**Public Art.** Applicant/Developer is intending to acquire and install public art on the Project site in accordance with DMC Chapter 8.58. The value of the public art component is required to equal or exceed 0.5 percent of the building valuation (exclusive of land) for the Project. The total Public Art valuation is **$29,813**. All public art installations are subject to approval of the City Council upon recommendation by the Heritage and Cultural Arts Commission.	PL	Prior to First Occupancy of Building
18.	**Master Sign Program.** A new Master Sign Program or amendment to the existing Dublin Town Center Master Sign Program (at Applicant/Developer's election) is required prior to installation of any project related signage. The wall and monument signs shown in the Project Plans are for illustrative purposes only and the full details of the sign sizes, content, materials, and construction shall be shown in the separate sign package.	PL	Installation of Project Related Signage
19.	**Long-Term Bicycle Parking.** Any exterior long term bicycle facility shall be designed to complement the location in which it is sited (i.e. building architecture or the landscaping areas). Final design and material sample shall approval by staff.	PL	Building Permit Issuance
20.	**Final Landscape and Irrigation Plan.** Plans shall comply with Chapter 8.72 and be generally consistent with the project plans attached to this Resolution as Exhibit A Final Landscape and Irrigation Plan prepared	PL	Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	and stamped by a State licensed landscape architect or registered engineer shall be submitted for review and approval by the Community Development Director.		
21.	**Water Efficient Landscaping Regulations.** The Applicant shall meet all requirements of the City of Dublin's Water-Efficient Landscaping Regulations, Chapter 8.88 of the Dublin Municipal Code and submit written documentation to the Public Works Department (in the form of a Landscape Documentation Package and other required documents) that the development conforms to the City's Water Efficient Landscaping Ordinance.	PL	Building Permit Issuance
22.	**Landscape Edges:** Concrete curbs or bands shall be used at the edges of all planters and paving surfaces, unless otherwise defined differently. The design width and depth of the concrete edge to be to the satisfaction of the Community Development Director and City Engineer.	PL	Building Permit Issuance
23.	**Backflow Prevention Devices.** The Landscape Plan shall show the location of all backflow prevention devises. The location and screening of the backflow prevention devices shall be reviewed and approved by City staff**.**	PL	Building Permit Issuance
24.	**Maintenance of Landscape.** All landscape areas on the site shall be enhanced and properly maintained at all times. Any proposed or modified landscaping to the site, including the removal or replacement of trees, shall require prior review and written approval from the Community Development Director.	PL	On-going
PLANNING – DOWNTOWN DUBLIN SPECIFIC PLAN MITIGATION MEASURES			
25.	**MM 3.3-1:** Project applicants shall consult with a registered geotechnical engineer to prepare a design level geotechnical report that addresses the affects of seismic ground shaking and includes a quantitative evaluation of liquefaction and liquefaction-induced lateral spreading for future development in the DDSP project area. The design level geotechnical report shall specify foundations and structural elements that are designed to resist forces and potential ground settlement for liquefaction and lateral spreading. This report shall be submitted in conjunction with a Building Permit application.	PL	Building Permit Issuance
26.	**MM 3.4-1:** Prior to demolition of existing structures that were constructed prior to 1980 within the project area, project applicants shall have structures proposed for demolition inspected by a qualified environmental specialist for the presence of LBPs and Asbestos (ACM) contaminating materials prior to obtaining a demolition permit from the City of Dublin. If found to be present, samples shall be collected and analyzed for ACM and lead using EPA testing methods. If actionable levels of lead and or ACM are within the structures, a remediation	PL	Building Permit Issuance for Demolition of Existing Building

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	plan shall be prepared by a qualified consultant and implemented. Necessary permits and approvals shall be obtained from appropriate regulatory agencies including the Bay Area Air Quality Management District. Worker safety plans shall be included in any remediation plans. Any hazardous materials that are removed from the structures shall be disposed of at an approved landfill facility in accordance with federal, state, and local laws and regulations.		
27.	**MM 3.5-1a:** Prior to issuance of grading permit, the project proponent shall file a Notice of Intent as required by Regional Water Quality Control Board regarding storm water discharges associated with construction activities. Upon completion of construction activities, a Notice of Termination shall be filed. **MM 3.5-1b:** Prior to issuance of any building or grading permits, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared by the project contractors and submitted to the Regional Water Quality Control Board for review and comment and to the City of Dublin in conjunction with the Building/Grading/Site work permit and shall be found to be acceptable by the City prior to ground disturbance. The SWPPP shall be prepared to Regional Water Quality Control Board standards and Alameda Countywide Clean Water Program requirements, and shall identify erosion minimization and control provisions, pollution detection provisions, and pollution elimination/ minimization provisions appropriate to the development project and its site for construction and post-construction activities. The SWPPP shall include best available technology, engineering, and design solutions such as the use of silt screens, hay bales, modern trash screens, energy dissipaters, and/or absorbent devices. Stormwater runoff water quality monitoring procedures shall be clearly detailed in the SWPPP.	PL/PW	Site Work (Grading) Permit
28.	**MM 3.7-1a:** Project applicants within the project area shall prepare a construction noise management plan that identifies measures to be taken to minimize construction noise on surrounding sensitive receptors (e.g. residential uses and schools) and includes specific noise management measures to be included into project plans and specifications subject to review and approval by the City. These measures shall I include, but not be limited to the following: • Construction activities, including the maintenance and warming of equipment, shall be limited to Monday through Friday, and non-City holidays, between the hours of 7:30 AM and 5:30 PM except as otherwise approved by the City Engineer.	PL/PW	Issuance of Building Permits

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	• All construction equipment shall be equipped with mufflers and sound control devices (e.g., intake silencers and noise shrouds) no less effective than those provided on the original equipment and no equipment shall have an un-muffled exhaust. • The City shall require that the contractor maintain and tune-up all construction equipment to minimize noise emissions. • Stationary equipment shall be placed so as to maintain the greatest possible distance to the sensitive receptors. • All equipment servicing shall be performed so as to maintain the greatest possible distance to the sensitive receptors. • The construction contractor shall provide an on-site name and telephone number of a contact person. In the event that construction noise is intrusive to an educational process, the construction liaison will revise the construction schedule to preserve the learning environment. • Select demolition methods to minimize vibration, where possible (e.g., sawing masonry into sections rather than demolishing it by pavement breakers). **MM 3.7-1b:** Should the proposed project require off-site import/export of fill material during construction, trucks shall utilize a route that is least disruptive to sensitive receptors, preferably major roadways (Interstate 580, Interstate 680, San Ramon Road, Dublin Boulevard, and Amador Valley Boulevard). Construction trucks should, to the extent practical, avoid the weekday and Saturday a.m. and p.m. peak hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.).		
BUILDING & SAFETY			
29.	**Building Codes and Ordinances.** All project construction shall conform to all building codes and ordinances in effect at the time of building permit.	B	Through Completion
30.	**Construction Drawings.** Construction plans shall be fully dimensioned (including building elevations) accurately drawn (depicting all existing and proposed conditions on site), and prepared and signed by a California licensed Architect or Engineer. All structural calculations shall be prepared and signed by a California licensed Architect or Engineer. The site plan, landscape plan and details shall be consistent with each other.	B	Issuance of Building Permits
31.	**Building Permits.** To apply for building permits, Applicant/Developer shall submit electronic	B	Issuance of Building Permits

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	drawings for plan check. An annotated copy of the Conditions of Approval shall be included with the submittal. The notations shall clearly indicate how all Conditions of Approval will or have been complied with. Construction plans will not be accepted without the annotated resolutions attached to each set of plans. Applicant/Developer will be responsible for obtaining the approvals of all participation non-City agencies prior to the issuance of building permits.		
32.	**As-Built Drawings.** All revisions made to the building plans during the project shall be incorporated into an "As Built" electronic file and submitted prior to the issuance of the final occupancy.	B	Occupancy
33.	**Addressing** **a)** Provide a site plan with the City of Dublin's address grid overlaid on the plans (1 to 30 scale). Highlight all exterior door openings on plans (front, rear, garage, etc.). The site plan shall include a single large format page showing the entire project and individual sheets for each neighborhood. Application and required plans shall be submitted electronically. **b)** Address application shall be submitted separately from the building permit application. **c)** Address signage shall be provided as per the Dublin Commercial Security Code. **d)** Address will be required on all doors leading to the exterior of the building. Addresses shall be illuminated and be able to be seen from the street, 4 inches in height minimum.	B	Prior to Release of Addresses Prior to Permitting addresses will need to be approved Prior to Permitting Prior to Occupancy
34.	**Engineer Observation.** The Engineer of record shall be retained to provide observation services for all components of the lateral and vertical design of the building, including nailing, hold-downs, straps, shear, roof diaphragm and structural frame of building. A written report shall be submitted to the City Inspector prior to scheduling the final frame inspection.	B	Prior to Scheduling the Final Frame Inspection
35.	**60-Foot No Build Covenant.** The existing Covenant and Agreement Regarding Maintenance of Yards for an Oversized Buildings shall be shown on the site plan. Please see recording document numbers 20022491469 and 2022036455.	B	Prior to Permitting

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
36.	**Foundation.** Geotechnical Engineer for the soils report shall review and approve the foundation design. A letter shall be submitted to the Building Division on the approval.	B	Prior to Permit Issuance
37.	**Air Conditioning Units**. Air conditioning units and ventilation ducts shall be screened from public view from street level with materials compatible to the main building. Units shall be permanently installed on concrete pads or other non-movable materials approved by the Chief Building Official and Director of Community Development.	B	Occupancy of Building
38.	**Plumbing Fixture Count.** The plumbing fixture count (e.g., water closets, lavatories, urinals, drinking fountains) shall meet the minimum requirements for the use as regulated by the CA Plumbing Code.	B	Prior to Permitting
39.	**Solar Zone – CA Energy Code.** Show the location of the Solar Zone on the site plan. Detail the orientation of the Solar Zone. This condition of approval will be waived if the project meets the exceptions provided in the CA Energy Code.	B	Through Completion
40.	**Accessible Parking.** The required number of parking stalls, the design and location of the accessible parking stalls shall be as required by the CA Building Code, Chapter 11-B.	B	Through Completion
41.	**Green Parking.** The design and number of clean air/ EV ready stalls shall be as required by the CA Green Building Standards Code.	B	Through Completion
42.	**Accessory Structures.** Building permits are required for all trash enclosures and associated amenities / structures and are required to meet the accessibility and building codes.	B	Through Completion
43.	**FEMA – Floodplain.** The project is currently shown to be in a floodplain. The applicant shall submit either a letter of map amendment, letter of map change or letter of map revision prior to permitting. If the site has not been removed from the floodplain by a letter, then elevation certificates will be required at the correct stages.	B	Prior to Permitting
44.	**Temporary Fencing.** Temporary construction fencing shall be installed along perimeter of all work under construction	B	Through Completion
45.	**Copies of Approved Plans.** Applicant shall provide City with one reduced (1/2 size) copy of the City of Dublin stamped approved plan.	B	30 Days After Permit and Each Revision Issuance
FIRE PREVENTION			

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
46.	Fire department access requirements are to be met. All fire apparatus access road shall be with an approved all-weathered surface and capable of supporting imposed load of 75,000 lbs.	F	Approval of Improvement Plans
47.	**Fire Hydrants** All existing and proposed fire hydrants shall comply with the requirements in CFC Section 507.5, Appendix B, and Appendix C.	F	Approval of Improvement Plans
48.	No fire service lines shall pass beneath buildings.	F	Approval of Improvement Plans
49.	**Fire Access During Construction.** **a) Fire Access.** Access roads, turnaround, pullouts, and fire operation areas are fire lanes and shall be maintained clear and free of obstructions, including the parking of vehicles. **b) Entrances.** Entrances to job sites shall not be blocked, including after hours, other than by approved gates/barriers that provide for emergency access. **c) Site Utilities.** Site utilities that would require the access road to be dug up or made impassible shall be installed prior to construction commencing. **d)** Entrance flare, angle of departure, width, turning radii, grades, turnaround, vertical clearances, road surface, bridges/crossings, gates/key-switch, within a 150-foot distance to Fire Lane shall be maintained. **e) Personnel Access.** Route width, slope, surface and obstructions must be considered for the approved route to furthermost portion of the exterior wall. **f) All-weather access**. Fire access is required to be all-weather access. Show on the plans the location of the all-weather access and a description of the construction. Access roads must be designed to support the imposed loads of fire apparatus.	F	During Construction
50.	**New Fire Sprinkler System & Monitoring Requirements** In accordance with The Dublin Fire Code, fire sprinklers shall be installed in the building. The system shall be in accordance with the NFPA 13, the CA Fire Code and CA Building Code. Plans and specifications showing detailed mechanical design, cut sheets, listing sheets and hydraulic calculations shall be submitted to the Fire Department for approval and permit prior to installation. This may be a deferred submittal. **a) Sprinkler Plans. (Deferred Submittal Item).** Submit detailed mechanical drawings of all sprinkler modifications, including cut sheets, listing	F	Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	sheets and calculations to the Fire Department for approval and permit prior to installation. **b)** All sprinkler system components shall remain in compliance with the applicable N.F.P.A. 13 Standard, the CA Fire Code and the CA Building Code. ***c)*** **Underground Plans. (Deferred Submittal Item).** Submit detailed shop drawings for the fire water supply system, including cut sheets, listing sheets and calculations to the Fire Department for approval and permit prior to installation. All underground and fire water supply system components shall be in compliance with the applicable N.F.P.A. 13, 24, 20, 22 Standards, the CA Fire Code and the CA Building Code**.** The system shall be hydrostatically tested and inspected prior to being covered. Prior to the system being connected to any fire protection system, a system flush shall be witnessed by the Fire Department. **d)** **Central Station Monitoring.** Automatic fire extinguishing systems installed within buildings shall have all control valves and flow devices electrically supervised and maintained by an approved central alarm station. Zoning and annunciation of central station alarm signals shall be submitted to the Fire Department for approval. **e)** Fire Protection Equipment shall be identified with approved signs constructed of durable materials, permanently installed and readily visible.		
51.	**Fire Alarm System Required** A Fire Alarm System in conformance with the Dublin Fire Code is required and shall be installed throughout the building so as to provide full property protection. The system shall be installed in accordance with NFPA 72, CA Fire, Building, Electrical, and Mechanical Codes. **a)** **Fire Alarm Plans. (Deferred Submittal Item).** Submit detailed drawings of the fire alarm system, including floor plan showing all rooms, device locations, ceiling height and construction, cut sheets, listing sheets and battery and voltage drop calculations to the Fire Department for review and permit prior to the installation. Where employee work areas have audible alarm coverage, circuits shall be initially designed with a minimum 20% spare capacity for adding appliances to accommodate hearing impaired employees. **b)** **Central Station Monitored Account.** Automatic fire alarm systems shall be monitored by an approved central alarm station. Zoning and	F	Occupancy

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	annunciation of central station alarm signals shall be approved by the Fire Department. **c) Qualified Personnel.** The system shall be installed, inspected, tested, and maintained in accordance with the provisions of NFPA 72. Only qualified and experienced persons shall perform this work. Examples of qualified individuals are those who have been factory trained and certified or are NICET Fire Alarm Certified. **d) Inspection & Testing Documentation.** Performance testing of all initiating & notification devices in the presence of the Fire Inspector shall occur prior to final of the system. Upon this inspection, proof that the specific account is UL Certificated must be provided to the Fire Inspector.		
52.	**Fire Extinguishers**. Extinguishers shall be visible and unobstructed. Signage shall be provided to indicate fire extinguisher locations. The number and location of extinguishers shall be shown on the plans. Additional fire extinguishers maybe required by the fire inspector. Fire extinguisher shall meet a minimum classification of 2A 10BC. Extinguishers weighing 40 pounds or less shall be mounted no higher than 5 feet above the floor measured to the top of the extinguisher. Extinguishers shall be inspected monthly and serviced by a licensed concern annually.	F	Occupancy
53.	**FD Building Key Box.** Building Access. A Fire Department Key Box shall be installed at the main entrance to the building. Note these locations on the plans. The key box should be installed approximately 5 1/2 feet above grade. The box shall be sized to hold the master key to the facility as well as keys for rooms not accessible by the master key. Specialty keys, such as the fire alarm control box key shall also be installed in the box. The key box door and necessary keys are to be provided to the fire inspector upon the final inspection. The inspector will then lock the keys into the box.	F	Occupancy
54.	**Means of Egress.** Exit signs shall be visible and illuminated with emergency lighting when building is occupied.	F	Occupancy
55.	**Maximum Occupant Load.** Posting of room capacity is required for any occupant load of 50 or more persons. Submittal of a seating plan on 8.5" x 11" paper is required prior to final occupancy**.**	F	Occupancy
56.	**Interior Finish.** Wall and ceiling interior finish material shall meet the requirements of Chapter 8 of the California Fire Code. Interior finishes will be field verified upon final	F	Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	inspection. If the product is not field marked and the marking visible for inspection, maintain the products cut-sheets and packaging that show proof of the products flammability and flame-spread ratings. Decorative materials shall be fire retardant.		
57.	**Main Entrance Hardware Exception.** It is recommended that all doors be provided with exit hardware that allows exiting from the egress side even when the door is in the locked condition. However, an exception for A-3, B, F, M, S occupancies and all churches does allow key-locking hardware (no thumb-turns) on the main exit when the main exit consists of a single door or pair of doors. When unlocked the single door or both leaves of a pair of doors must be free to swing without operation of any latching device. A readily visible, durable sign on or just above the door stating **"This door to remain unlocked whenever the building is occupied"** shall be provided. The sign shall be in letters not less than 1 inch high on a contrasting background. This use of this exception may be revoked for cause.	F	Building Permit Issuance
58.	**Addressing**. Addressing shall be illuminated or in an illuminated area. The address characters shall be contrasting to their background. If address is placed on glass, the numbers shall be on the exterior of the glass and a contrasting background placed behind the numbers. Multi-Tenants. Where a building has multiple tenants, address shall also be provided near the main entrance door of each tenant space. The address shall be high enough on the building to be clearly visible from the driveway, street or parking area it faces even when vehicles are parked in front of the tenant space. The address shall not be less than 5-inches in height with a ½-inch stroke. Rear Doors. The address shall also be provided on any rear doors to the tenant space with minimum 5-inch high characters. Entrance Posting. Where the addressing on the building will not be clearly visible from either direction of travel along the access road the address references. Address posting shall also be provided at the entrance to the property. The address size shall be 5-inches high and should be on a reflective background.	F	Occupancy of any building
59.	**Fire Safety During Construction and Demolition** A. Clearance to combustibles from temporary heating devices shall be maintained. Devices shall be fixed in place and protected from damage, dislodgement	F	Ongoing during construction and demolition

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	or overturning in accordance with the manufacturer's instructions. B. Smoking shall be prohibited except in approved areas. Signs shall be posted "NO SMOKING" in a conspicuous location in each structure or location in which smoking is prohibited. C. Combustible debris, rubbish and waste material shall be removed from buildings at the end of each shift of work. D. Flammable and combustible liquid storage areas shall be maintained clear of combustible vegetation and waste materials.		
Dublin San Ramon Services District			
60.	The regulations that apply to development projects are codified in: the Dublin San Ramon Services District Code; the DSRSD "Standard Procedures, Specifications and Drawings for Design and Installation of Water and Wastewater Facilities" as amended from time to time; all applicable DSRSD Master Plans and all DSRSD policies. Prior to issuance of any building permit, complete improvement plans shall be submitted to DSRSD that conform to the pertinent documents.	DSRSD	Building Permit Issuance
61.	Planning and review fees/ inspection fees, and fees associated with a wastewater discharge permit shall be paid to DSRSD in accordance with the rates and schedules and at time of payment as established in the DSRSD Code. Planning and review fees are due after the 1st submittal of plans. Construction Permit and Inspection Fees are due prior to the issuance of a Construction Permit. Capacity Reserve Fees are due before the water meter can be set or the connection to the sewer system.	DSRSD	Permit Submittal and Construction Permit Issuance
62.	For Construction of DSRSD Facilities: All improvement plans for DSRSD facilities shall be signed by the District Engineer. Each drawing of improvement plans for DSRSD facilities shall contain a signature block for the District Engineer indicating approval of the sanitary sewer and/or water facilities shown. Prior to approval by the District Engineer, the applicant shall pay all required DSRSD fees, and provide an engineer's estimate of construction costs for the sewer and water systems, a faithful performance bond, and a comprehensive general liability insurance policy in the amounts and forms that are acceptable to DSRSD. The applicant shall allow at least 15 working days for final improvement drawing review by DSRSD before signature by the District Engineer.	DSRSD	Building Permit Issuance or Construction Permit Issuance
63.	All easement dedications for DSRSD facilities shall be by separate instrument irrevocably offered to DSRSD or by offer of dedication on the Final Map. Prior to approval by the City for Recordation, the Final Map shall be	DSRSD	Approval of Final Map

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	submitted to and approved by DSRSD for easement locations, widths, and restrictions.		
64.	Where the narrow width of a proposed alley or cul-de-sac is so restrictive that the standard separation requirements for water mains and sewer mains cannot be maintained, the water and sewer mains shall be installed within main thoroughfares, outside of alleyways or cui-de-sacs. Water and sewer mains may not be installed within courtyards. Water meters shall be installed around the outer perimeter of buildings. Installation of water lines from the meter to each unit shall be documented and submitted to the District.	DSRSD	Approval of Improvement Plans
65.	All mains shall be sized to provide sufficient capacity to accommodate future flow demands in addition to each development project's demand. Layout and sizing of mains shall be in conformance with DSRSD utility master planning.	DSRSD	Approval of Improvement Plans
66.	The locations and widths of all proposed easement dedications for water and sewer lines shall be submitted to and approved by DSRSD.	DSRSD	Approval of Improvement Plans
67.	Water and sewer mains shall be located in public streets rather than in off street locations to the fullest extent possible. If unavoidable, then sewer or water easements must be established over the alignment of each sewer or water main in an off-street or private street location to provide access for future maintenance and/or replacement.	DSRSD	Approval of Improvement Plans
68.	Domestic and fire protection waterline systems for Tracts or Commercial Developments shall be designed to be looped or interconnected to avoid dead end sections in accordance with requirements of the DSRSD Standard Specifications and sound engineering practice.	DSRSD	Approval of Improvement Plans
69.	Sewers shall be designed to operate by gravity flow to DSRSD's existing sanitary sewer system. Pumping of sewage is discouraged and may only be allowed under extreme circumstances following a case-by-case review with DSRSD staff. Any pumping station will require specific review and approval by DSRSD of preliminary design reports, design criteria, and final plans and specifications. The DSRSD reserves the right to require payment of present worth 30-year operations and maintenance costs as well as other conditions within a separate agreement with the applicant for any project that requires a pumping station.	DSRSD	Approval of Improvement Plans
70.	This project will be analyzed by DSRSD to determine if it represents additional water and/or sewer capacity demands on the District. Applicant will be required to pay all incremental capacity reserve fees for water and sewer services as required by the project demands. All capacity reserve fees must be paid prior to installation of a water meter for water. If a water meter is not required, the capacity reserve fee shall be paid prior to issuance of a	DSRSD	Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	building permit. The District may not approve the building permit until capacity reserve fees are paid.		
71.	No sewer line or waterline construction shall be permitted unless the proper utility construction permit has been issued by DSRSD. A construction permit will only be issued after all of the items in Condition No.61 have been satisfied.	DSRSD	Construction Permit Issuance
72.	Above ground backflow prevention devices/double detector check valves shall be installed on fire protection systems connected to the DSRSD water main. The applicant shall collaborate with the Fire Department and with DSRSD to size and configure its fire system.	DSRSD	Approval of Improvement Plans
73.	Any proposed irrigation for this project shall be designed for and connected to potable water. Unless explicitly stated otherwise by DSRSD, recycled water irrigation is unavailable for use for this project per DERWA recycled water moratorium Resolution No. 19-3 dated 3/24/2019.	DSRSD	Approval of Improvement Plans
74.	Development plans will not be approved until landscape plans are submitted and approved.	DSRSD	Approval of Improvement Plans
75.	Existing fire hydrant appears to conflict with the new building location. It will need to be abandoned per DSRSD Specifications, and any easements related to that will need to be quitclaimed.	DSRSD	Approval of Improvement Plans
76.	The plans show fire hydrants connected on a water line which is protected by a DCDA device. Per DSRSD Standards, fire hydrants shall be connected directly to DSRSD water mains only and private hydrants are not allowed.	DSRSD	Approval of Improvement Plans
77.	Pipelines and related appurtenances shall not be constructed underneath pavers or decorative pavement or concrete.	DSRSD	Approval of Improvement Plans
78.	Trash enclosures are required to drain to the sanitary sewer system and grease interceptors shall be installed within the trash enclosure area. The trash enclosure shall be roofed and graded to minimize rainwater or stormwater from entering the trash enclosure.	DSRSD	Approval of Improvement Plans
PUBLIC WORKS GENERAL CONDITIONS			
79.	**Conditions of Approval.** Applicant/Developer shall comply with the City of Dublin Public Works Standard Conditions of Approval contained below ("Standard Condition") unless specifically modified by Project Specific Conditions of Approval below.	PW	On-going
80.	**Zone 7 Impervious Surface Fees.** Applicant/Developer shall complete a "Zone 7 Impervious Surface Fee Application" and submit an accompanying exhibit for review by the Public Works Department. Fees generated by this application will be due at issuance of Building Permit.	PW	Building Permit Issuance
PUBLIC WORKS – AGREEMENTS			
81.	**Stormwater Management Maintenance Agreement.** Developer or Property Owner shall enter into an Agreement with the City of Dublin that guarantees the		Grading/Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	property owner's perpetual maintenance obligation for all stormwater management measures installed as part of the project, including those on-site and within the public Rights of Way. In addition to stormwater management measures, drainage v-ditches, mitigation areas, and existing wetlands shall be included for reference, as applicable. Said Agreement is required pursuant to Provision C.3 of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2022-0018. Said permit requires the City to provide verification and assurance that all treatment devices will be properly operated and maintained. The Agreement shall be recorded against the property and shall run with the land.	PW	
82.	**Landscape Features within Public Right-of-Way.** The Property Owner shall enter into an "Agreement for Long Term Encroachment for Landscape Features" with the City to require the Property Owner to maintain the landscape and decorative features within public right-of-way including frontage landscaping, decorative pavements and special features (i.e. walls, portals, benches, etc.). The Agreement shall identify the ownership of the special features and maintenance responsibilities. The Property Owner will be responsible for maintaining the surface of all decorative pavements including restoration required as the result of utility repairs.	PW	Grading Permit or Encroachment Permit Issuance
PUBLIC WORKS – PERMITS AND BONDS			
83.	**Encroachment Permit.** Applicant/Developer shall obtain an Encroachment Permit from the Public Works Department for all construction activity within the public right-of-way. At the discretion of the City Engineer an encroachment permit for work specifically included in an Improvement Agreement may not be required.	PW	Permit Issuance
84.	**Grading/Sitework Permit.** Applicant/Developer shall obtain a Grading Permit from the Public Works Department for all grading.	PW	Permit Issuance
85.	**Security.** Applicant/Developer shall provide faithful performance security to guarantee the improvements, as well as payment security, in the form of cash, surety bond, letter of credit, or other forms as determined by the City Engineer (Note: The performance security shall remain in effect until one year after final inspection).	PW	Permit Issuance
86.	**Permits from Other Agencies.** Applicant/Developer shall obtain all permits and/or approvals required by other agencies including, but not limited to: • Army Corps of Engineers • US Fish and Wildlife • Regional Water Quality Control Board • Federal Emergency Management Agency • California Department of Fish and Wildlife	PW	Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	• California Dept. of Transportation (Caltrans) • Bay Area Rapid Transit (BART) • Livermore-Amador Valley Transit Authority (LAVTA) • Tri-Valley-San Joaquin Valley Regional Rail Authority • Dublin San Ramon Services District (DSRSD) • Alameda County Flood Control and Water Conservation District Zone 7 (Zone 7)		
PUBLIC WORKS - SUBMITTALS			
87.	**Improvement Plan Submittal Requirements.** All submittals of plans shall comply with the requirements of the "City of Dublin Public Works Department Improvement Plan Submittal Requirements", the "City of Dublin Improvement Plan Review Check List," and current Public Works and industry standards. A complete submittal of improvement plans shall include all civil improvements, joint trench, street lighting and on-site safety lighting, landscape plans, and all associated documents as required. Applicant/Developer shall not piecemeal the submittal by submitting various components separately.	PW	Grading/Sitework Permit and Encroachment Permit Issuance
88.	**Improvement Plan Requirements from Other Agencies.** Applicant/Developer will be responsible for submittals and reviews to obtain the approvals of all participating non-City agencies, including but not limited to: the Alameda County Fire Department and the Dublin San Ramon Services District.	PW	Grading/Sitework Permit and Encroachment Permit Issuance
89.	**Composite Exhibit.** Construction plan set shall include a Composite Exhibit showing all site improvements, utilities, landscaping improvements and trees, etc. to be constructed to ensure that there are no conflicts among the proposed and existing improvements.	PW	Grading/Sitework Permit and Encroachment Permit Issuance
90.	**Geotechnical Report.** Applicant/Developer shall submit a Design Level Geotechnical Report, which includes street pavement sections, grading and additional information and/or clarifications as determined by the City Engineer.	PW	Grading/Sitework Permit and Encroachment Permit Issuance
91.	**Building Pads, Slopes and Walls.** Applicant/Developer shall provide the Public Works Department with a letter from a registered civil engineer or surveyor stating that the building pads have been graded to within 0.1 feet of the grades shown on the approved Grading Plans, and that the top & toe of banks and retaining walls are at the locations shown on the approved Grading Plans.	PW	Acceptance of Improvements
92.	**Hydrology and Hydraulic Calculations.** Hydrology and Hydraulic calculations for the entire parcel including undeveloped areas shall be submitted for approval to the City Engineer. Alameda County published an		

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	updated version of the Alameda County Hydrology & Hydraulics Manual. The H&H Manual includes updates to calculating runoff and should be used as the basis for your hydrology and hydraulics design of flood control facilities in Alameda County. The manual is available for download at: acfloodcontrol.org/hh-manual.	PW	Grading/Sitework Permit Issuance
93.	**Approved Plan Files.** Applicant/Developer shall provide the Public Works Department a PDF format file of approved site plans, including grading, improvement, landscaping & irrigation, joint trench and lighting.	PW	Grading/Sitework Permit and Encroachment Permit Issuance
94.	**Master Files.** Applicant/Developer shall provide the Public Works Department a digital vectorized file of the "master" files for the project, in a format acceptable to the City Engineer. Digital raster copies are not acceptable. The digital vectorized files shall be in AutoCAD 14 or higher drawing format. All objects and entities in layers shall be colored by layer and named in English. All submitted drawings shall use the Global Coordinate System of USA, California, NAD 83 California State Plane, Zone III, and U.S. foot.	PW	Acceptance of Improvements
95.	**Environmental & Sustainability Files**. Applicant/Developer shall provide to the Public Works Department GIS shape files, provided in a format acceptable to the City, all MRP Provision C.3 stormwater features, trash capture devices, mitigation measures, wetlands, v-ditches and public waste containers.	PW/ESD	Acceptance of Improvements
96.	**SB 1383 Compliance Reporting.** To comply with SB 1383, applicant shall keep and maintain a copy of all records pertaining to the procurement of SB 1383 compliant compost and mulch. Applicant shall provide to the Public Works Department records indicating the total compost and mulch procured or used, the quantity of compost (tons or cubic yards) and mulch (tons) procured from each facility or entity, facility or vendor information (name of facility, address, contact information), a general description of how the compost and/or mulch was used, and where compost and mulch was used, and invoices demonstrating procurement.	PW/ESD	Acceptance of Improvements / building occupancy
PUBLIC WORKS – DEDICATIONS, EASEMENTS AND ACCESS RIGHTS			
97.	**Dedications.** All rights-of-way and easement dedications required by these conditions or determined necessary by the City Engineer shall be dedicated by separate instrument.	PW	Sitework Permit or Building Permit Issuance
98.	**Public Service Easements.** A minimum 5' Public Service Easement (PSE) shall be dedicated along the project's public street frontages (Amador Valley Boulevard and Amador Plaza Road) to allow for the proper placement of public utility vaults, boxes, appurtenances or similar items behind the back-of-sidewalk. Private improvements such as fences, gates or trellises shall not be located within the PSE.	PW	Sitework Permit or Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
99.	**Emergency Vehicle Access Easements.** The Applicant/Developer shall dedicate Emergency Vehicle Access Easements (EVAE) over the clear pavement width of all drive aisles as required by the Alameda County Fire Department and City Engineer.	PW	Sitework Permit or Building Permit Issuance
100.	**Abandonment of Easements.** Applicant/Developer shall obtain abandonment from all applicable public agencies of existing easements and rights-of-way within the project site that will no longer be used. Prior to completion of abandonment, the improvement plans may be approved if the Applicant/Developer can demonstrate to the satisfaction of the City Engineer that the abandonment process has been initiated.	PW	Sitework Permit or Building Permit Issuance
101.	**Acquisition of Easements.** Applicant/Developer shall be responsible for obtaining all onsite and offsite easements, and/or obtain rights-of-entry from the adjacent property owners for any improvements not located on their property. The Applicant/Developer shall prepare all required documentation for dedication of all easements on-site and off-site. The easements and/or rights-of-entry shall be in writing and copies furnished to the Public Works Department.	PW	Sitework Permit or Building Permit Issuance
102.	**Approval by Others.** The Applicant/Developer will be responsible for submittals and reviews to obtain the approvals of all applicable non-City agencies.	PW	Sitework Permit or Building Permit Issuance
PUBLIC WORKS – GRADING			
103.	**Grading Plan.** The Grading Plan shall be in conformance with the recommendation of the Geotechnical Report, the approved Tentative Map and Site Development Review, and the City design standards & ordinances. In case of conflict between the soil engineer's recommendation and the City ordinances, the City Engineer shall determine which shall apply.	PW	Grading/Sitework Permit Issuance
104.	**Geotechnical Engineer Review and Approval**. The Project Geotechnical Engineer shall be retained to review all final grading plans and specifications. The Project Geotechnical Engineer shall approve all grading plans prior to City approval.	PW	Grading/Sitework Permit Issuance
105.	**Grading Off-Haul.** The disposal site and haul truck route for any off-haul dirt materials shall be subject to the review and approval by the City Engineer prior to the issuance of a Grading Permit. If the Applicant/Developer does not own the parcel on which the proposed disposal site is located, the Applicant/Developer shall provide the City with a Letter of Consent signed by the current owner, approving the placement of off-haul material on their parcel. A Grading Plan may be required for the placement of the off-haul material.	PW	Grading/Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	A Transportation Permit or Encroachment Permit may be required for the haul route, as determined by the City Engineer, which shall include a pre- and post-hauling survey of the pavement condition. Applicant/Developer shall be responsible for repairing damaged pavement due to hauling operations, as determined by the City Engineer.		
106.	**Erosion Control Plan.** A detailed Erosion and Sediment Control Plan shall be included with the Sitework Plan submittal. The plan shall include detailed design, location, and maintenance criteria of all erosion and sedimentation control measures. The plan shall also address site housekeeping best management practices.	PW	Grading/Sitework Permit Issuance
107.	**Demolition Plan. The Applicant/Developer's Civil Engineer shall prepare a demolition plan for the project, which shall be submitted concurrent with the improvement plan package. The demolition plan shall address the following:** • Pavement demolition, including streetlights and landscaped median islands. • Landscaping and irrigation • Fencing to be removed and fencing to remain Any items to be saved in place and or protected, such as trees, water meters, sewer cleanouts, drainage inlets or backflow prevention devices.	PW	Grading/Sitework Permit Issuance
PUBLIC WORKS – STORM DRAINAGE & OTHER UTILITIES			
108.	**On-site Storm Drain System.** Storm drainage for the 10-year storm event shall be collected on-site and conveyed through storm drains to the public storm drain system. Show the size and location of existing and proposed storm drains and catch basins on the site plan. Show the size and location of public storm drain lines and the points of connection for the on-site storm drain system.	PW	Grading/Sitework Permit Issuance
109.	**Overland Release.** Grading and drainage shall be designed so that surplus drainage (above and beyond that of the 10-year storm event) not collected in site catch basins, is directed overland so as not to cause flooding of existing or proposed buildings.	PW	Grading/Sitework Permit Issuance
110.	**Storm Drain Easements.** Private storm drain easements and maintenance roads shall be provided for all private storm drains or ditches that are located on private property. The Applicant/Developer shall be responsible for the acquisition of all storm drain easements from offsite property owners which are required for the connection and maintenance of all offsite storm drainage improvements.	PW	Grading/Sitework Permit Issuance
111.	**Storm Drain Inlet Markers.** All public and private storm drain inlets must be marked with storm drain markers that read: "No dumping, drains to creek," and a note shall	PW	Grading/Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	be shown on the improvement plans. The markers may be purchased from the Public Work Department.		
112.	**Fire Hydrants.** Fire hydrant locations shall be approved by the Alameda County Fire Department. A raised reflector blue traffic marker shall be installed in the street opposite each hydrant and shown on the signing & striping plan.	PW	Acceptance of Improvements
113.	**Dry Utilities.** Applicant/Developer shall construct gas, electric, telephone, cable TV, and communication improvements within the fronting streets and as necessary to serve the project and the future adjacent parcels as approved by the City Engineer and the various Public Utility agencies.	PW	Grading/Sitework Permit Issuance
114.	**Dry Utility Locations.** All new and existing electric, telephone, cable TV, and communications utilities, shall be placed underground in accordance with the City policies and ordinances. All utilities shall be located and provided within public utility easements or public services easements and sized to meet utility company standards.	PW	Grading/Sitework Permit Issuance
115.	**Utility Vaults and Boxes.** All utility vaults, boxes, and structures, unless specifically approved otherwise by the City Engineer, shall be underground and placed in landscaped areas and screened from public view. Landscape drawings shall be submitted to the City showing the location of all utility vaults, boxes, and structures and adjacent landscape features and plantings. The Joint Trench Plans shall be submitted along with the grading and/or improvement plans.	PW	Grading/Sitework Permit Issuance
PUBLIC WORKS – STREET IMPROVEMENTS			
116.	**Public Improvements.** The public improvements shall be constructed generally as shown on the Site Development Review. However, the approval of the Site Development Review is not an approval of the specific design of the drainage, traffic circulation, parking, stormwater treatment, sidewalks and street improvements.	PW	Encroachment Permit Issuance
117.	**Public Improvement Conformance.** All public improvements shall conform to the City of Dublin Standard Plans, current practices, and design requirements and as approved by the City Engineer.	PW	Encroachment Permit Issuance
118.	**Public Street Slopes.** Public streets shall be a minimum 1% slope with minimum gutter flow of 0.7% around bulb outs.	PW	Encroachment Permit Issuance
119.	**Pavement Structural Sections.** Asphalt concrete pavement sections within the public right-of-way shall be designed using the Caltrans method for flexible pavement design (including the asphalt factor of safety), an assumed R-Value of 5. Final pavement sections shall be based on the actual R-Value obtained from pavement subgrade.	PW	Grading/Sitework Permit and Encroachment Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
120.	**Decorative Pavement.** Any decorative pavers/paving installed within City right-of-way shall be done to the satisfaction of the City Engineer. Where decorative paving is installed at signalized intersections, pre-formed traffic signal loops shall be put under the decorative pavement. Decorative pavements shall not interfere with the placement of traffic control devices, including pavement markings. All turn lane stripes, stop bars and crosswalks shall be delineated with concrete bands or colored pavers to the satisfaction of the City Engineer. Maintenance costs of the decorative paving shall be the responsibility of the Applicant/Developer or future property owner.	PW	Encroachment Permit Issuance
121.	**Curb, Gutter & Sidewalk.** Applicant/Developer shall remove and replace damaged, hazardous, or nonstandard curb, gutter and sidewalk along the project frontage. Contact the Public Works Department to mark the existing curb, gutter and sidewalk that will need to be removed and replaced.	PW	Encroachment Permit Issuance
122.	**Curb Ramps.** City standard curb ramps are required at all intersections. All curb ramps shall include truncated domes and meet the most current City and ADA design standards. Show curb ramp locations on the plans. Please note that all curb returns on public streets shall have directional or dual ADA ramps – one for each crosswalk and oriented to align parallel with the crosswalk. The ramp slope must run perpendicular to the street/vehicle path of travel. Adjusting existing curb ramps may impact additional signal poles, utility boxes, streetlights, fire hydrants, medians, and receiving curb ramps etc. Locations where curb ramps must be adjusted include: • Amador Valley Boulevard/Golden Gate Drive-Donohue Drive. Additionally, directional curb ramps shall be provided at the southwest and southeast, and northeast corners of the intersection without impacting the existing dual ramps at the northwest corner. • Amador Valley Boulevard/Amador Plaza Road • Golden Gate Drive/Third Street.		
123.	**Visibility Triangle.** All improvements within the sight visibility triangle at all intersections, including but not limited to walls and landscaping, shall be a maximum height of 30" from the roadway surface elevation at the nearest lane.	PW	Grading/Sitework Permit and Encroachment Permit Issuance
124.	**Sight Distance.** On-Site and off-site intersections shall comply with intersection sight distance requirements per AASHTO and corner sight distance requirements per Dublin Municipal Code. Plans shall show sight distance triangles to the satisfaction of the City Engineer.	PW	Grading/Sitework Permit and Encroachment Permit Issuance
125.	**Traffic Signing and Striping.** Applicant/Developer shall install all traffic signage, striping, and pavement	PW	Grading/Sitework Permit and

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	markings as required by the City Engineer. Signing plans shall show street name and stop signs and any other regulatory signage appropriate for the project. Striping plans shall show stop bars, lane lines and channelization as necessary. Striping plans shall distinguish between existing striping to be removed and new striping to be installed. All striping shall be thermoplastic. Project will also provide wayfinding signage for bicycles and pedestrians.		Encroachment Permit Issuance
126.	**Street Lighting.** Street lighting plans and photometric plans using the latest (Leotek) 3000K color temperature fixtures should be provided. Street light standards and luminaries shall be designed and installed or relocated as determined by the City Engineer. The proposed lighting at all the project intersections, roadways, sidewalks and publicly accessible pedestrian and bike ways shall meet IES standards.	PW	Encroachment Permit Issuance
127.	**Street Name Signs.** The developer shall furnish and install street name signs for the project to the satisfaction of the City Engineer. Public Street Name Signs and Private Street Name Signs shall be clearly signed.	PW	Grading/Sitework Permit and Encroachment Permit Issuance
128.	**Existing Sign Replacement.** All existing signs not meeting retro-reflectivity standards shall be replaced with new signs.	PW	Encroachment Permit Issuance
129.	**Photometrics.** The Applicant/Developer shall provide a complete photometrics plan for both onsite and frontage roadways. Include the complete data on photometrics, including the High, Average and Minimum values for illuminance and uniformity ratio.	PW	Grading Permit or Encroachment Permit Issuance
130.	**Street Restoration.** A pavement treatment, such as slurry seal or grind and overlay, will be required within the public streets fronting the site as determined by the Public Works Department. The type and limits of the pavement treatment shall be determined by the City Engineer based upon the number and proximity of trench cuts, extent of frontage and median improvements, extent of pavement striping and restriping, excessive wear and tear/damage due to construction traffic, etc.	PW	Certificate of Occupancy or Acceptance of Improvements
131.	**Traffic Signal Modifications.** Signal modification plans at Amador Valley Boulevard/Golden Gate Drive and Amador Valley Boulevard/Amador Plaza Road shall be required if relocation of traffic signal poles is needed to accommodate dual curb ramps and/or new traffic signal conduits. Signal modification shall include but not be limited to: signal pole and mast arm upgrades, pedestrian countdown signal heads, ADA compliant pedestrian push buttons, bicycle detection, battery backup units. Traffic Signal Modifications shall follow the latest Caltrans Standard Plans and Specifications. Dedicate Traffic Signal Easements if necessary to accommodate signal equipment and directional/dual	PW	Encroachment Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	ADA ramps, if an intersection requires a non-standard traffic signal pole due to the width of the street, appropriate structural calculations by a certified Structural Engineer should be provided to the satisfaction of the City Engineer. ADA compliant pedestrian push buttons, bicycle detection and battery backup unit upgrades shall be required even if traffic signal pole relocation is not required.		
132.	**Traffic Signal Cabinets.** Traffic signal cabinets may need to be upgraded after further evaluation to accommodate additional infrastructure such as new traffic signal conduits, fiber optic lines, additional detection capabilities, etc. Generally, intersections shall be upgraded to TS2 type cabinets.	PW	Encroachment Permit Issuance
133.	**Accessible Pedestrian Push Buttons.** Accessible Pedestrian Signals shall be installed at the intersections of Amador Valley Boulevard/Golden Gate Drive and Amador Valley Boulevard/Amador Plaza Road. Accessible Pedestrian Signals shall be installed at all corners of the intersection as needed.	PW	Encroachment Permit Issuance
134.	**Video Detection.** All the signalized project intersections including but not limited to Amador Valley Boulevard/Golden Gate Drive and Amador Valley Boulevard/Amador Plaza Road shall be upgraded with video detection system with back up loops on side streets and left turn pockets to the satisfaction of the City Engineer. Intersections should be equipped and programmed with video detection prior to the start of construction. This will minimize the disruption to the signal operations that may be due to existing loop damage during construction.	PW	Encroachment Permit Issuance
135.	**Traffic Signal Controller.** The traffic signal controllers at all the project signalized intersections shall be upgraded to Naztec 980 ATC Traffic Controller or approved equal and shall have the latest version NTCIP based Naztec intersection control software. The controller shall be equipped with ethernet and USB hardware. The controller shall be licensed with a Transit Signal Priority (TSP) module.	PW	Encroachment Permit Issuance
PUBLIC WORKS – CONSTRUCTION			
136.	**Erosion Control Implementation.** The Erosion and Sediment Control Plan shall be implemented between October 1st and April 30th unless otherwise allowed in writing by the City Engineer. The Applicant/Developer will be responsible for maintaining erosion and sediment control measures for one year following the City's acceptance of the improvements.	PW	Start of Construction and On-going
137.	**Archaeological Finds.** If archaeological materials are encountered during construction, construction within 100 ft of these materials shall be halted until a professional Archaeologist certified by the Society of California Archaeology (SCA) or the Society of	PW	Start of Construction and On-going

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation measures.		
138.	**Construction Activities.** Construction activities, including the idling, maintenance, and warming up of equipment, shall be limited to Monday through Friday, and non-City holidays, between the hours of 7:30 a.m. and 6:00 p.m. except as otherwise approved by the City Engineer. Extended hours or Saturday work will be considered by the City Engineer on a case-by-case basis. Note that the construction hours of operation within the public right-of-way are more restrictive.	PW	Start of Construction and On-going
139.	**Temporary Fencing.** Temporary construction fencing shall be installed along the construction work perimeter to separate the construction area from the public. All construction activities shall be confined within the fenced area. Construction materials and/or equipment shall not be operated/stored outside of the fenced area or within the public right-of-way unless approved in advance by the City Engineer.	PW	Start of Construction and On-going
140.	**Construction Noise Management Plan.** Applicant/Developer shall prepare a construction noise management plan that identifies measures to minimize construction noise on surrounding developed properties. The plan shall include hours of construction operation, use of mufflers on construction equipment, speed limit for construction traffic, haul routes and identify a noise monitor. Specific noise management measures shall be provided prior to project construction.	PW	Start of Construction Implementation, and On-going as needed
141.	**Traffic Control Plan.** Closing of any existing travel lane(s), bicycle lane(s), or pedestrian pathway and/or sidewalk during construction shall be implemented through a City-approved Traffic Control Plan and shall be done with the goal of minimizing the impact on pedestrian circulation.	PW	Start of Construction and On-going as needed
142.	**Construction Traffic Interface Plan.** Applicant/Developer shall prepare a plan for construction traffic interface with public traffic on any existing public street. Construction traffic and parking may be subject to specific requirements by the City Engineer.	PW	Start of Construction; Implementation, and On-going as needed
143.	**Pest Control.** Applicant/Developer shall be responsible for controlling any rodent, mosquito, or other pest problem due to construction activities.	PW	On-going
144.	**Dust Control Measures.** Applicant/Developer shall be responsible for watering or other dust-palliative measures to control dust as conditions warrant or as directed by the City Engineer.	PW	Start of Construction; Implementation On-going as needed

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
145.	**Dust Control/Street Sweeping.** The Applicant/Developer shall provide adequate dust control measures at all times during the grading and hauling operations. All trucks hauling export and import materials shall be provided with tarp cover at all times. Spillage of haul materials and mud-tracking on the haul routes shall be prevented at all times. The Applicant/Developer shall be responsible for sweeping of streets within, surrounding and adjacent to the project, as well as along the haul route, if it is determined that the tracking or accumulation of material on the streets is due to its construction activities.	PW	During Grading and Site Work
146.	**Construction Traffic and Parking.** All construction-related parking shall be off-street in an area provided by the Applicant/Developer. Construction traffic and parking shall be provided in a manner approved by the City Engineer.	PW	Start of Construction and On-going
PUBLIC WORKS – EROSION CONTROL & STORMWATER QUALITY			
147.	**Stormwater Treatment.** Consistent with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP) Order No. R2-2022-0018, the Applicant/Developer shall submit documentation including construction drawings demonstrating all stormwater treatment measures and hydromodification requirements as applicable are met.	PW/ESD	Grading/Sitework Permit Issuance
148.	**Stormwater Source Control.** All applicable structural and operational stormwater source controls shall be implemented.	PW/ESD	Grading/Sitework Permit Issuance
149.	**Green Stormwater Infrastructure (GSI).** The Applicant/Developer shall incorporate GSI facilities within the public rights-of-way as indicated in the preliminary stormwater management plan. GSI constructed within the public right-of-way shall conform to City standard plans.	PW/ESD	Grading Permit or Encroachment Permit Issuance
150.	**NOI and SWPPP.** Prior to any clearing or grading, Applicant/Developer shall provide the City evidence that a Notice of Intent (NOI) has been sent to the California State Water Resources Control Board per the requirements of the NPDES. A copy of the Storm Water Pollution Prevention Plan (SWPPP) shall be provided to the Public Works Department and be kept at the construction site.	PW	Start of Any Construction Activities
151.	**SWPPP.** The Storm Water Pollution Prevention Plan (SWPPP) shall identify the Best Management Practices (BMPs) appropriate to the project construction activities. The SWPPP shall include the erosion and sediment control measures in accordance with the regulations outlined in the most current version of the Association of Bay Area Governments (ABAG) Erosion and Sediment Control Handbook or State Construction Best Management Practices Handbook. The Applicant/Developer is responsible for ensuring that all	PW	SWPPP to be Prepared Prior to Grading Permit Issuance; Implementation Prior to Start of Construction and On-going as needed

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	contractors implement all storm water pollution prevention measures in the SWPPP.		
152.	**Stormwater Management Plan.** The Stormwater Management Plan has been approved in concept only. A final Stormwater Management Plan shall be submitted for review and approval by the City Engineer. Approval is subject to the Applicant/Developer providing the necessary plans, details, and calculations that demonstrate the plan complies with the standards issued by the San Francisco Bay Regional Water Quality Control Board and Alameda Countywide Clean Water Program. Landscape Based Stormwater Management Measures shall be irrigated and be on a separate irrigation controller from traditional landscape and meet WELO requirements.	PW/ESD	Building Permit Issuance and Grading/Sitework Permit Issuance
153.	**Stormwater Control Plan.** A narrative Stormwater Control Plan with sufficient detail to ensure the stormwater design, site plan, and landscaping plan are congruent shall be submitted for review and approval by the City Engineer. The Stormwater Control Plan shall consist of a report an exhibit. Required details of the plan are available at https://dublin.ca.gov/1656	PW/ESD	Building Permit Issuance and Grading/Sitework Permit Issuance
154.	**SB 1383 Compliance.** To comply with SB 1383 procurement requirements, all mulch and compost used in stormwater management measures and general landscape areas shall meet SB 1383 procurement requirements. Specifically, compost must be produced at a permitted composting facility; digestate, biosolids, manure and mulch do not qualify as compost. Eligible mulch must be derived from organic materials and be produced at a permitted transfer station, landfill, or composting facility. Examples of allowed compost include arbor mulch and composted mulch. Examples of allowed mulch include mulch made from recycled pallets and dimensional lumber, aged tree trimmings, wood fines, and screened compost overs. Mulch must meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR 17852(a)(24.5)(A)1 through 3.	PW/ESD	Building Permit Issuance and Grading Permit Issuance.
155.	**Trash Capture.** The project must include appropriate full trash capture devices for both private and public improvements. Specific details on the trash capture devices selected are required on the construction plan set demonstrating how MRP Provision C.10 (trash capture) requirements are met. A list of approved full trash capture devices may be found at the California Stormwater Quality Association website at the following link: https://www.casqa.org/resources/trash/certified-full-capture-system-trash-treatment-control-devices. Please note that lead time for trash capture device	PW	Building Permit Issuance and Grading/Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	delivery can be substantial. The applicant/contractor shall plan accordingly.		
156.	**Phased Construction and Stormwater Management Measures.** Required stormwater treatment, hydromodification management, and trash capture devices shall be installed concurrent with construction of the first phase of improvements. Temporary facilities are not permitted.	PW/ESD	Building Permit Issuance and Grading Permit Issuance
157.	**Hydromodification Management Standards.** This project is subject to hydromodification management measures. The Applicant/Developer shall review the Bay Area Hydrology Model (BAHM) Review Worksheet for all projects that must meet Hydromodification Management Standards. The worksheet is available on the City's website at the following webpage: • http://dublin.ca.gov/1656/	PW	Grading Permit or Encroachment Permit Issuance
158.	**Structures located within Stormwater Facilities.** Structures such as light poles placed inside bio-retention areas, shall have deepened foundations. Note that the foundation located within the bio-retention area will reduce the effective bio-retention treatment area size.	PW	Grading/Sitework Permit Issuance
159.	**Plants in Bio-retention Areas.** Plants within bio-retention areas shall be irrigated and selected from the pre-approved plant list provided in the Alameda County Clean Water Program C.3 Technical Guidance.	PW	Grading/Sitework Permit Issuance
PUBLIC WORKS – ONSITE IMPROVEMENTS			
160.	**Drive Aisle Width.** The parking lot aisles shall be a minimum of 24 feet wide to allow for adequate onsite vehicle circulation for cars, trucks, and emergency vehicles.	PW	Grading/Sitework Permit Issuance
161.	**Vehicle Parking.** All on-site vehicle parking spaces shall conform to the following: a. All parking spaces shall be double striped using 4" white lines set 2 feet apart in accordance with City Standards and DMC 8.76.070.A.17. b. 12"-wide concrete step-out curbs shall be constructed at each parking space where one or both sides abut a landscaped area or planter. c. Where wheel stops are shown, individual 6' long wheel stops shall be provided within each parking space in accordance with City Standards. d. A minimum 2' radius shall be provided at curb returns and curb intersections where applicable. e. Parking stalls next to walls, fences and obstructions to vehicle door opening shall be an additional 4' in width per DMC 8.76.070.A.16. f. Landscaped strips adjacent to parking stalls shall be unobstructed in order to allow for a minimum 2-foot vehicular overhang at front of vehicles.	PW	Grading/Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
162.	**On-site Lighting Standards.** Parking lot light poles/foundation shall be placed in-line with the parking stall stripe or 2' clear from the face of a curb to allow cars to overhang over the curb or install wheel stops to prevent vehicles from hitting the light poles. Be advised that installing wheel stops will shorten the length of the parking stall and consequently converting a standard stall to a compact stall.	PW	Grading/Sitework Permit Issuance
163.	**Onsite Signing and Striping Plan.** A Traffic Signing and Striping Plan showing all proposed signing and striping within on-site parking lots and drive aisles, shall be submitted for review and approval by the City Engineer.	PW	Grading/Sitework Permit Issuance
164.	**Project signs.** All proposed project monument signs shall be placed on private property. Signs should be located outside of any easement areas unless specifically approved by the City Engineer. Any signage allowed to be located in an easement is subject to removal and replacement at the expense of the Developer/property owner if required by the easement holder.	PW	Building Permit and Grading/Sitework Permit Issuance
165.	**Solid Waste Requirements.** The Project must comply with all requirements in Dublin Municipal Code Chapter 7.98, including the following requirements: • Construct solid waste enclosures. A solid waste enclosure checklist is required to accompany the submission of enclosure drawings. Install trash, recycling and organics collection containers along public and private sidewalks. The collection containers shall/will be maintained by the Property Owner's Association (POA).	PW/ESD	Building Permit and Grading/Sitework Permit Issuance
166.	**Cigarette butt collection.** Install and appropriately site cigarette butt collection containers for employee and public use.	PW/ESD	Building Permit and Grading/Sitework Permit Issuance
167.	**Garbage truck access**. The applicant shall provide plans and details on anticipated frontload garbage truck access and routes, in addition to example set-out diagrams for waste carts/bins placement on garbage day demonstrating adequate space available for carts/bins. Carts and bins shall not block street or driveway access.	PW/ESD	Grading/Sitework Permit Issuance
168.	**Waste Enclosure**. The waste enclosure shall meet all of the requirements set forth within the Dublin Municipal Code Section 7.98, including but not limited to providing sewer and water hook-ups. The improvement plans and/or building permit plans shall show additional information demonstrating these requirements are met. A standard plan for the waste enclosure can be downloaded at https://dublin.ca.gov/341/Standard-Plans in the "Stormwater Measures" section. A pedestrian accessible path of travel shall be provided for	PW/ESD	Building Permit Issuance and Grading Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	employees from the building to the waste enclosure in conformance with current accessibility requirements.		
169.	**PCBs Demolition Ordinance.** The applicant shall provide all screening and testing forms required to comply with the Chapter 7.29 of the Dublin Municipal Code, Management of Polychlorinated Biphenyls during the Building Demolition Process. Forms and additional resources may be found at https://dublin.ca.gov/2113/PCBs-Building-Demolition-Ordinance.	PW/ESD	Demolition Permit, Building Permit, and/or Sitework Permit Issuance
170.	**Construction BMPs for PCBs Demolition Projects.** To minimize potential transport of Polychlorinated Biphenyls to the storm drain system, enhanced construction best management practices (BMPs) must be implemented. Minimum BMPs include the following: • Street sweeping. Daily street sweeping of the project and adjacent streets using vacuum or regenerative air sweepers to effectively remove sediment, dust, and debris must be conducted. Daily street sweeping is required during all phases of the project. Demolition debris. Demolition debris must be covered with an impermeable liner (or equivalent) at all times. Demolition debris must be covered until it is safely and properly disposed of at an appropriate waste handling facility.	PW/ESD	Demolition Permit, Building Permit, and/or Sitework Permit Issuance
PUBLIC WORKS - SPECIAL CONDITIONS			
171.	**Entrance along Golden Gate Drive.** Applicant shall provide an ADA-compliant accessible path of travel connecting the new sidewalk fronting Parcel H along the east side of Golden Gate Drive to the proposed curb ramp at the northwest corner of Golden Gate Drive and Third Street.	PW	Grading/Sitework Permit Issuance
172.	**Amador Valley Boulevard Street Dedication and Improvements.** The applicant shall dedicate a public street right-of-way in fee to widen Amador Valley Boulevard along the project frontage an additional 2.25, or as needed for the applicant to construct the following minimum public improvements: 12' wide public sidewalk (4' tree wells/ bio retention planters as needed and 8' walking space) along the south side of Amador Valley Boulevard. Existing concrete curb and gutter to be removed and replaced in-kind.	PW	Building Permit Issuance
173.	**Amador Plaza Road Street Dedication and Improvements.** The applicant shall dedicate a public street right-of-way in fee to widen Amador Plaza Road along the project frontage as needed for the applicant to construct the following minimum public improvements: • 12' wide public sidewalk along the west side of Amador Plaza Road (4' tree wells / bio		Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	retention planters as needed and 8' walking space). Existing sidewalk along the east side of Amador Plaza Road to remain. • (2) 6' bike lanes with 3' striped buffers (or 2' buffers adjacent to the Amador Valley Boulevard intersection per the approved plans) • (2) 11' travel lanes • 12' two-way left turn lane or 4' raised median (south of Amador Valley Boulevard intersection per the approved plans) • 12' wide dedicated northbound right-turn pocket at the Amador Valley Boulevard intersection • 11' wide northbound left / through lane at Amador Valley Boulevard intersection per approved plans	PW	
174.	**City Property along Golden Gate Drive.** As shown on the approved Site Development Review permit plans, Golden Gate Drive Street segment between Amador Valley Boulevard and Third Street includes sidewalk along the west side of the street section. A portion of this sidewalk runs along City-owned property. City shall provide easement or Developer shall acquire this portion of land from the City at its fair market value in order to provide a continuous sidewalk.	PW	Building Permit Issuance
175.	**Building Conflicts.** Any building or structure that are in conflict with the new property lines shall be removed or relocated prior to recordation of the Lot Line Adjustment.	PL, PW	Lot Line Adjustment Approval
176.	**Lot Line Adjustment.** The project site is located on three separate parcels of land and the proposed building is located over interior property lines. Prior to the issuance of a building permit, the applicant must legally merge the properties as needed to remove the conflicting interior lot line with a lot line adjustment.	PL, PW	Building Permit Issuance
177.	**Traffic Signal Conduit Installation.** Applicant shall install traffic signal conduit for future fiber-optic installation for the following segment to the satisfaction of the City Engineer: • Install 2-3" conduits on Amador Valley Boulevard between Donohue Drive and Amador Plaza Road. The conduits and pull boxes must meet the City's requirements and Caltrans standard plans and specifications. The pull boxes and conduits used for connecting the intersections via fiber cannot be shared with any other utilities.	PL, PW	Building Permit Issuance

PASSED, APPROVED AND ADOPTED this 20th day of August 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

Gensler

500 South Figueroa Street
Los Angeles, California 90071
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Office 646.933.1053
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HINES & ARA

Dublin Place - North Parcel

SITE DEVELOPMENT REVIEW (SDR) - FINAL

05/24/2024

7300 Amador Plaza Road
Dublin, CA 94568

PARKING REQUIERMENTS

Anchor Parking Required	General Retail: 1 per 300 GSF
	21,987 SF/ 300 = 74 Stalls
Multitenant Parking Required	Eating & Drinking Establishment: 1 per 100 GSF of floor area accessible to customers plus 1 per 300 GSF not accessible to customers 10,979 SF * 70%/100 = 77 Stalls + 10,979 SF * 30%/300 = 11 Stalls Total: 77+11 = 88
Total Parking Required	162 Stalls
Total Parking Provided	169 Stalls

EV Capable Spaces	79 stalls (151-200 total number of parking spaces)
EVCS (EV Capable with Service Equipment)	26 stalls (151-200 total number of parking spaces)
EV Capable Spaces Actual min	53 stalls (79 Capable - 26 EVCS = 53)
EVCS Accessible Van (included in EVCS count)	1 stall
EVCS Accessible Standard (included in EVCS...	1 stall
EVCS Accessible Ambulatory (included in EVCS...	1 stall

Non - EVCS Stalls	143 stalls
Accessible Parking Stalls (Standard & Van)	5 stalls (101-150 total number of parking spaces)
Accessible Van Parking Stalls	1 per 6 Accessible Parking stalls 5 ADA stalls/ 6 = 1 ADA Van Stall

Short Term Bicycle Parking	5% of Total Vehicular Parking Stalls 9 stalls (Refer to Landscape Drawings for locations)
Long Term Bicycle Parking	5% of Total Vehicular Parking Stalls 9 stalls (Refer to Architecture Site Plan for locations)

Typical Parking Stall Dimensions	9'X18'
Compact Parking Stall Dimensions	8'X17'
Percentage fo allowable Compact Stalls	35%

PARKING PROVIDED

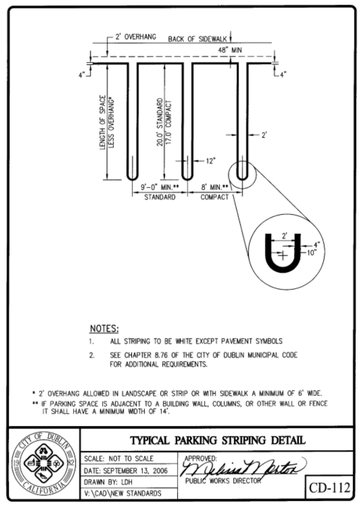
Parking Schedule			
Type	Stall Length	Stall Width	Count
ADA STALL	18' - 0"	9' - 0"	4
ADA VAN STALL	18' - 0"	9' - 0"	1
COMPACT STALL	17' - 0"	8' - 0"	53
EV CAPABLE SPACES	18' - 0"	9' - 0"	53
EVCS ADA STALL	18' - 0"	9' - 0"	1
EVCS ADA VAN STALL	18' - 0"	9' - 0"	1
EVCS AMBULATORY STALL	18' - 0"	10' - 0"	1
EVCS STANDARD STALL	18' - 0"	9' - 0"	23
STANDARD STALL	18' - 0"	9' - 0"	32

Grand total: 169

ZONING VEHICULAR PARKING REQUIREMENT:
Minimum Parking Required : 162 stalls
Provided : 169 Stalls (4% over required)

COMPACT CAR ZONING REQUIREMENT:
Compact Stall Provided : 53 stalls (33% of required)

PARKING DETAIL



VICINITY MAP



PROJECT DESCRIPTION

PROJECT ADDRESS:
7300 Amador Plaza Road, Dublin, CA 94568

ASSESSOR'S PARCEL NO:
941-305-29-2, 941-305-28, 941-305-27

ZONING:
Downtown Dublin Specific Plan - Retail District

PROJECT DESCRIPTION:
Dublin Place a one story shell retail building approximately 22,000 SF anchor tenant space and 11,100 SF of multitenant space. The building structural system is assumed to be structural steel with open-web steel joists and open-web steel girders. All vehicular parking is provided on a surface parking and service vehicular access is provided in a rear service loading area at the rear of the building.

Retail tenant fitouts are not included in this review. To be provided under separate review.

SITE AREA (EXISTING PROPERTY LINE):
169,098 SF

CODE ANALYSIS

REFERENCE CODES:
2022 California Building Code (Title 24-Part 2)
2022 California Energy Code (Title 24-Part 6)
2022 California Plumbing Code (Title 24-Part 5)
2022 California Mechanical Code (Title 24-Part 4)
2022 California Electrical Code (Title 24-Part 3)
2022 California Fire Code (Title 24-Part 9)
2022 ADA Standards for Accessible Design
2022 California Green Building Standards Code (Title 24-Part 11)
2022 California Referenced Standards Code (Title 24-Part 12)

CONSTRUCTION TYPE:
IIB CONSTRUCTION

SPRINKLER:
NFPA 13

OCCUPANCY:
A-2 (Assembly) : Multitenant Space
M (Mercantile) : Anchor Space

ALLOWABLE BUILDING AREA:
A-2 (Assembly) : S1 - 38,000 SF
M (Mercantile) : S1 - 50,000 SF

ALLOWABLE BUILDING HEIGHT:
A-2 (Assembly) : S (without area increase) - 75'-0"
M (Mercantile) : S (without area increase) - 75'-0"

PROJECT INFORMATION

TOTAL BUILDING FLOOR AREA:
32,970 GROSS SF

BUILDING HEIGHT:
27'-0"

BUILDING STORIES:
1 STORY

FAR CALCULATIONS:
SEE SHEET G0.02

AREA SCHEDULE	
Name	Area
ANCHOR RETAIL	21991 SF
MULTITENANT RETAIL	10979 SF
	32970 SF

DRAWING LIST

GENERAL	
G0.00	COVER PAGE
G0.01	PROJECT INFORMATION
G0.02	FAR CALCULATIONS
CIVIL	
C1.0	COVER SHEET
C2.0	TOPOGRAPHIC SURVEY
C3.0	DEMOLITION PLAN
C4.0	PRELIMINAY SITE PLAN
C5.0	PRELIMINARY GRADING PLAN
C5.1	PRELIMINARY SECTIONS
C6.0	PRELIMINARY UTILITY PLAN
C7.1	FIRE TRUCK TURNING
C7.2	TRUCK TURNING
C7.3	GARBAGE TRUCK TURNING
C8.0	SITE EASEMENTS
C9.0	PRELIMINARY SWQCP
C10.0	PRELIMINARY EROSION CONTROL PLAN
C11.0	CLEAN BAY BLUEPRINT
LANDSCAPE	
L1.00	SCHEDULES
L1.01	TREE PROTECTION AND REMOVAL PLAN
L2.00	LAYOUT PLAN
L3.00	PLAN SCHEDULES
L4.00	PLANTING PLAN
L5.00	CONCEPTUAL HYDROZONE PLAN
ARCHITECTURE	
A1.00	OVERALL SITE PLAN
A1.01	FLOOR PLAN - LEVEL 01
A1.02	ROOF PLAN
A1.03	DEMO PLAN
A2.00	PERSPECTIVE VIEWS
A2.01	BUILDING ELEVATIONS
A2.02	BUILDING ELEVATIONS
A3.00	BUILDING SECTIONS
A6.00	WASTE ENCLOSURE 01 DETAILS
A6.01	WASTE ENCLOSURE 02 DETAILS
A6.02	WASTE ENCLOSURE 02 DETAILS
A6.03	WASTE ENCLOSURE CITY DETAILS
LIGHTING	
LT-101	OVERALL KEY PLAN
LT-101A	RESIDENTIAL BUILDING LIGHTING PLAN-A
LT-101B	SITE LIGHTING PLAN-B

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BOLD
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Tel 212.674.6500

△ Date	Description
04/21/2023	Preliminary SDR Submittal 1
10/27/2023	Preliminary SDR Submittal 2
04/10/2024	Preliminary SDR Submittal 3
05/24/2024	Final SDR Submittal

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dublin Place - North Parcel

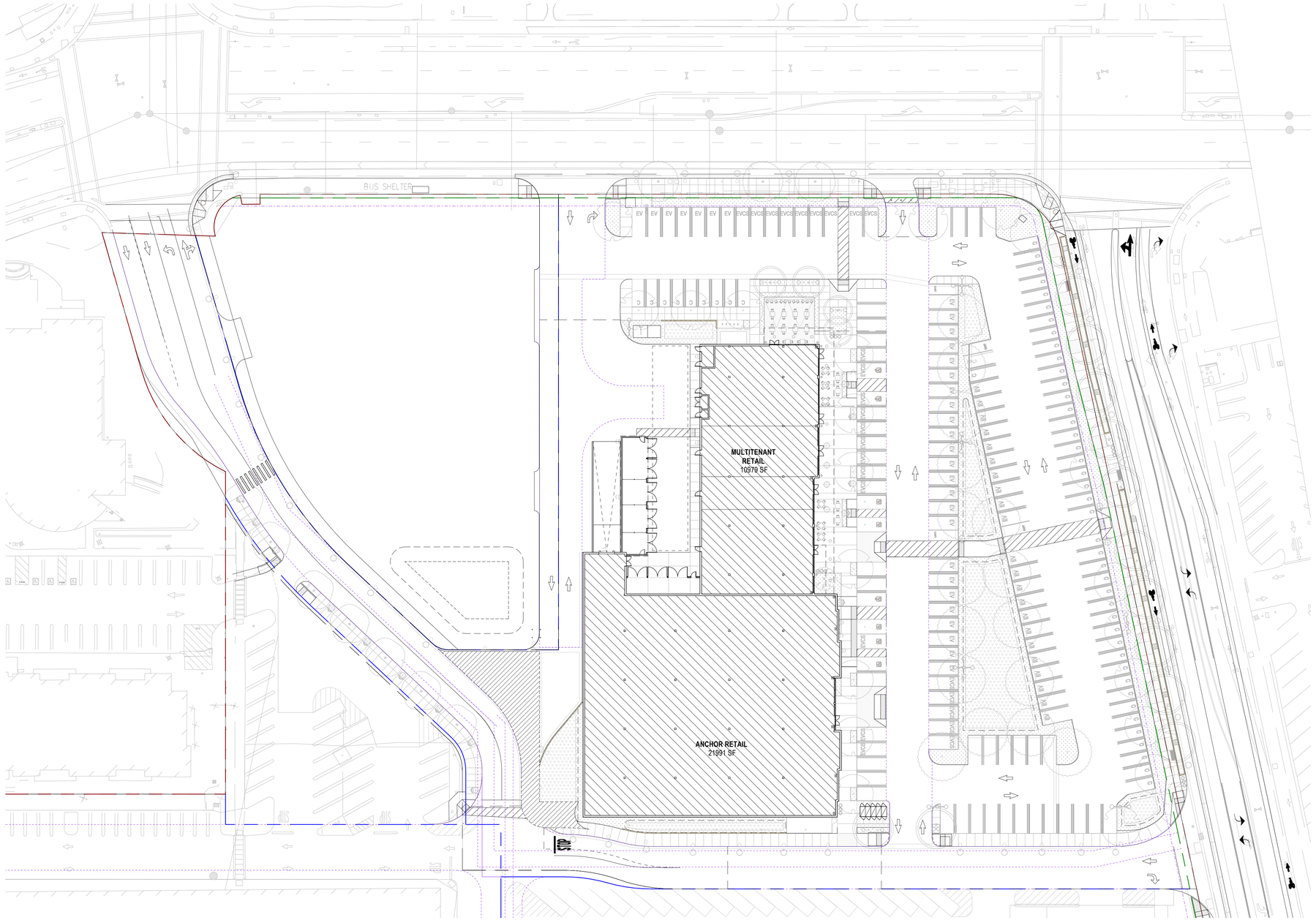
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Description
PROJECT INFORMATION

Scale

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SHEET NOTES

FAR CALCULATIONS

AREA SCHEDULE	
Name	Area
ANCHOR RETAIL	21991 SF
MULTITENANT RETAIL	10979 SF
	32970 SF

BASE ALLOWABLE FAR: 3.5

SITE AREA: 169,098 SF

32,970 SF/169,098 SF = **.19 FAR < 3.5 FAR**

KEY PLAN

- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- LOT BOUNDRY LINE
- SETBACK & EASEMENTLINE
- ACCESSIBLE ROUTE
- ACCESSIBLE ENTRANCE

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Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dublin Place - North Parcel

Project Number
05.3870.000

Description
FAR CALCULATIONS

Scale
1/32" = 1'-0"

G0.02

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PRELIMINARY SITE IMPROVEMENT PLANS

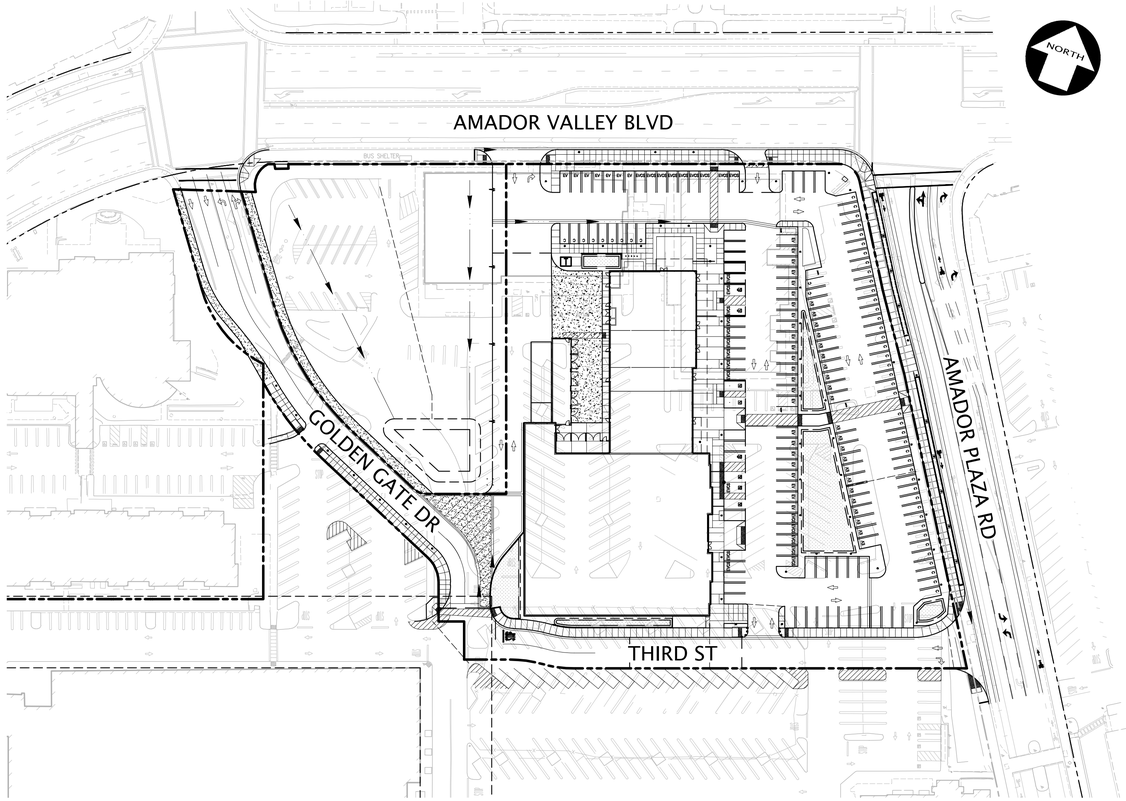
OF

DUBLIN PLACE NORTH PARCEL

FOR

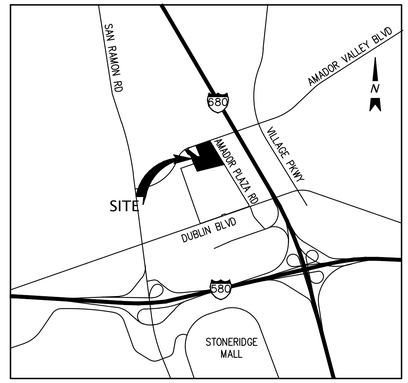
HINES

DUBLIN, CALIFORNIA



SITE MAP

1"= 60'



VICINITY MAP

NOT TO SCALE

SHEET INDEX

SHEET	DESCRIPTION
C1.0	COVER SHEET
C2.0	TOPOGRAPHIC SURVEY
C3.0	DEMOLITION PLAN
C4.0	PRELIMINARY SITE PLAN
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C10.0	PRELIMINARY EROSION CONTROL PLAN
C11.0	CLEAN BAY BLUEPRINT

DEVELOPER

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SAN FRANCISCO, CA 94111
203-848-8889

CIVIL ENGINEER

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
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925-245-8788

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LOS ANGELES, CA 90017
213-236-9090

ARCHITECT

GENSLER
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Seal / Signature

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Project Name
Dublin Place - North Parcel

Project Number
A21759

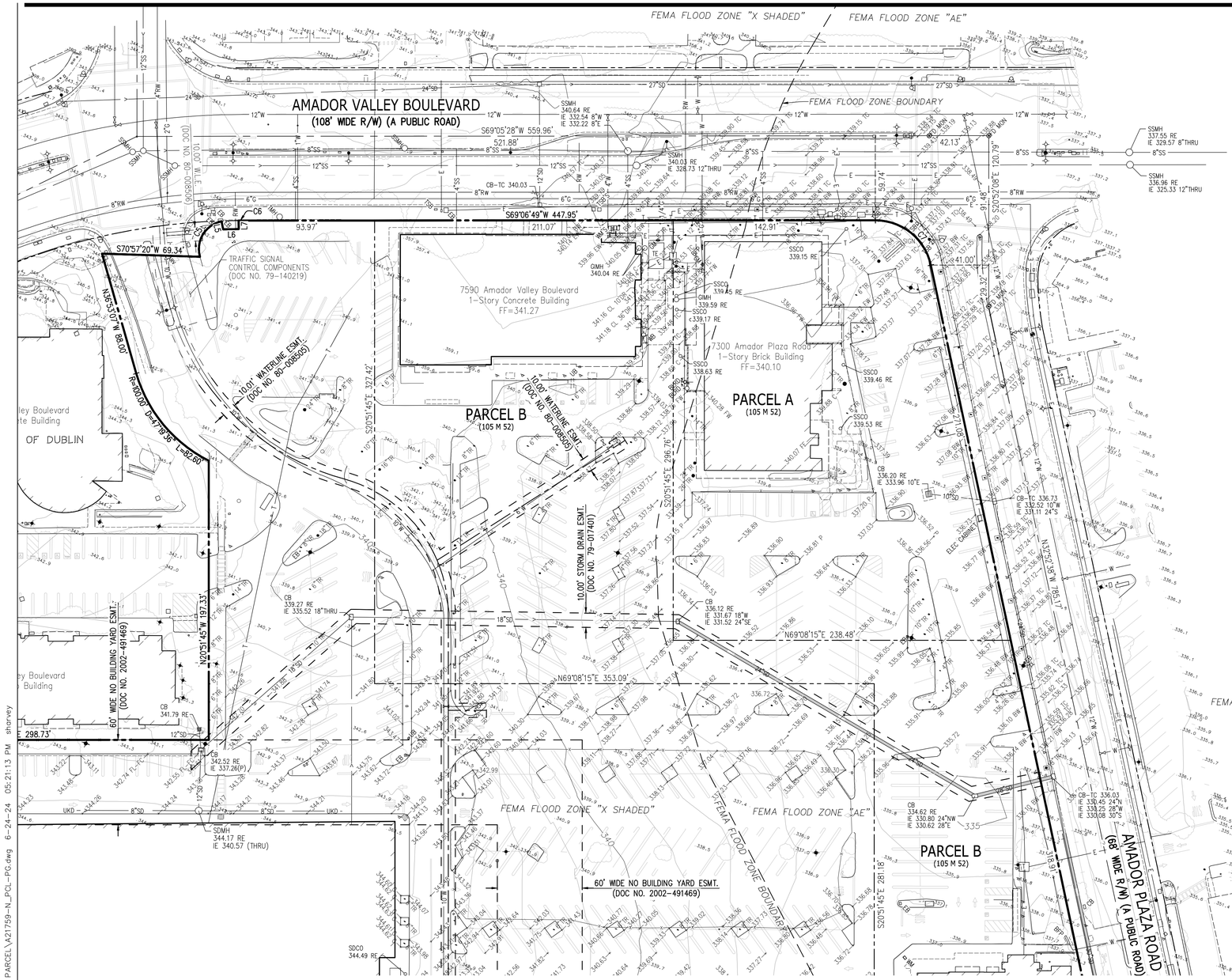
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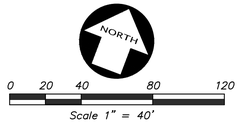
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CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	166.00'	8°22'19"	24.26'
C2	40.00'	93°38'45"	65.38'
C3	23.00'	52°24'14"	21.04'
C4	23.00'	89°59'01"	36.12'
C5	20.00'	94°30'44"	32.99'
C6	446.00'	0°16'04"	2.09'
C7	40.00'	78°00'33"	54.46'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N17°29'30"W	6.00'
L2	S89°36'47"W	10.00'
L3	S16°43'03"W	6.00'
L4	S69°08'15"W	70.00'
L5	N32°19'08"W	5.76'
L6	S68°20'38"W	11.00'
L7	S21°06'10"E	6.00'
L8	N20°51'45"W	15.00'
L9	N69°08'15"E	7.69'
L10	S69°08'15"W	62.31'

LEGEND

- BUILDING LINE
- CONCRETE/BLOCK WALL
- CONCRETE CURB
- CONCRETE CURB & GUTTER
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- DRIVEWAY
- EASEMENT LINE
- EDGE OF PAVEMENT
- ELECTRIC LINE
- FENCE LINE
- GAS LINE–VALVE & METER
- JOINT TRENCH LINE
- LOT LINE
- MONUMENT/MONUMENT LINE
- PROPERTY LINE
- RECLAIMED WATER LINE & VALVE
- SANITARY SEWER LINE–MANHOLE & CLEANOUT
- SANITARY SEWER LINE OVER 24"DIAMETER
- SIDEWALK
- SPOT ELEVATION
- STORM DRAIN LINE–MANHOLE & CATCH BASIN
- STORM DRAIN LINE–MANHOLE & CATCH BASIN
- STORM DRAIN LINE OVER 24"DIAMETER
- TELEPHONE LINE
- WATER LINE & VALVE
- ACCESSIBLE PARKING SYMBOL
- AREA DRAIN
- BACKFLOW PREVENTION DEVICE
- ELECTROLIER
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GAS METER
- POST INDICATOR VALVE
- TRANSFORMER
- TRAFFIC SIGNAL POLE
- TRAFFIC SIGN
- TREE
- UTILITY BOX
- WALK–BOLLARD LIGHT
- WATER VALVE
- WELL

ABBREVIATIONS

<	ANGLE POINT
AD	AREA DRAIN
ARV	AIR RELEASE VALVE
ASR	AUTO SPRINKLER RISER
BEG	BEGIN
BFP	BACK FLOW PREVENTER
BL	BUILDING LINE
BLRD	BOLLARD
BW	BACK OF WALK
C–FC	CONCRETE AT FACE OF CURB
C.	CONCRETE
CB	CATCH BASIN
CL	CENTER LINE
CO	CLEANOUT
CTVB	CABLE TV BOX
DDCV	DOUBLE DETECTOR CHECK VALVE
DI	DRAIN INLET
DOC	DOCUMENT
DR	DOOR
E	EAST
EB	ELECTRIC BOX
EC	EDGE OF CONCRETE
ELEC	ELECTRICAL LINE
ESMT	EASEMENT
EV	ELECTRICAL VAULT
EW	EDGE OF WALK
FC	FACE OF CURB
FD	FOUND
FDC	FIRE DEPARTMENT CONNECTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FF	FINISH FLOOR
FH	FIRE HYDRANT
FL	FLOW LINE
FND	FOUND
FW	FACE OF WALL
GAS	GAS LINE
GB	GRADE BREAK
GMH	GREASE INTERCEPTOR MANHOLE
GM	GAS MARKER/METER
I.E.E.	INGRESS, EGRESS EASEMENT
IB	IRRIGATION BOX
IE	INVERT ELEVATION
IM	IMAGE
JB	JUNCTION BOX
JT	JOINT TRENCH
LT	LIGHT
MH	MANHOLE
MON	MONUMENT
MW	MONITORING WELL
N	NORTH
NE	NORTHEAST
NO.	NUMBER
O.R.	OFFICIAL RECORD
(P)	PER PLAN
P.	PAVEMENT
PGE	PACIFIC GAS & ELECTRIC
PIV	POST INDICATOR VALVE
PM	PARCEL MAP
R/W	RIGHT OF WAY
RE	RIM ELEVATION
RW	RECLAIMED WATER LINE
S	SOUTH
S.S.E.	SANITARY SEWER EASENMENT
SDCO	STORM DRAIN CLEAN OUT
SDMH	STORM DRAIN MANHOLE
SLB	STREET LIGHT BOX
SSCO	SANITARY SEWER CLEAN OUT
SSMH	SANITARY SEWER MANHOLE
TB	TELEPHONE BOX
TC	TOP OF CURB
TD	TRENCH DRAIN
TE	TRASH ENCLOSURE
TMH	TELEPHONE MANHOLE
TOP	GRADE BREAK LINE TOP
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
V.A.E.	VEHICULAR ACCESS EASEMENT
UB	UNKNOWN UTILITY BOX
W	WEST
W.L.E.	WATER LINE EASEMENT
WB	WATER BOX
WM	WATER METER
WV	WATER VALVE

NOTES

1. THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A COMMITMENT FOR TITLE INSURANCE, PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, DATED SEPTEMBER 2, 2022 NUMBER 30091629–982–982–JE1. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
2. ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
3. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
4. THIS SURVEY DOES NOT SHOW THE LOCATIONS OF THE FOLLOWING UNDERGROUND UTILITY LINES DUE TO THE FACT THAT THE CLIENT HAS NOT FURNISHED KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC. WITH ANY PLANS THAT DELINEATE THEIR LOCATIONS: ELECTRIC LINES, GAS LINES, WATER LINES, TELEPHONE LINES, CABLE TELEVISION LINES, NITROGEN LINES, (IF ANY) FIBER OPTIC LINES (IF ANY). ALL PARTIES SHOULD CONSIDER THIS SURVEY AS PRELIMINARY WITH REGARDS TO THE LOCATION OF THE UTILITY FACILITIES. UPON RECEIPT OF THIS INFORMATION KIER & WRIGHT WILL UPDATE THIS SURVEY AND REISSUE IT.
5. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE AS OF THE DATE OF THIS SURVEY. SUBSURFACE STRUCTURES, IF ANY, ARE NOT SHOWN. SAID SUBSURFACE OBJECTS MAY INCLUDE, BUT ARE NOT LIMITED TO, CONCRETE FOOTINGS, SLABS, SHORING, STRUCTURAL PILES, UTILITY VAULTS, PIPING, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.
6. THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR ALAMEDA COUNTY, CALIFORNIA, MAP NUMBER 06001C0308G FOR COMMUNITY NUMBER 060705 (CITY OF DUBLIN), WITH AN EFFECTIVE DATE OF AUGUST 03, 2009, AS BEING LOCATED IN FLOOD ZONE "AE", DEPTH 2' AND ZONE "X SHADED".

   ACCORDING TO FEMA THE DEFINITION OF ZONE "AE" IS: BASE FLOOD ELEVATIONS DETERMINED.

   ACCORDING TO FEMA THE DEFINITION OF ZONE "X SHADED" IS: AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

   FEMA BASE FLOOD ELEVATIONS (337'–338') ARE BASED ON NAVD88 DATUM.
7. BENCHMARK:
   A STANDARD ALAMEDA COUNTY DISK IN THE TOP OF CURB AT THE MOST SOUTHERLY RETURN AT MOST SOUTHEASTERLY CORNER INTERSECTION OF AMADOR VALLEY BOULEVARD AND AMADOR PLAZA ROAD STAMPED "AM–VA–PL 1977". ELEVATION= 337.157 NGVD 29 DATUM.

   ELEVATIONS SHOWN HEREON ARE BASED ON (NGVD29). TO CONVERT TO (NAVD88) SUBTRACT 0.096' FROM THE ELEVATIONS SHOWN. DATUM CONVERSION WAS OBTAINED FROM THE NGS VERTCON WEBSITE (WWW.NGS.NOAA.GOV/CGI–BIN/VERTCON/VERT_CON.PRL).
8. BASIS OF BEARINGS:
   THE BEARING OF NORTH 69° 08' 15" EAST TAKEN ON THE CENTER LINE OF DUBLIN BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NUMBER 2622 FILED FOR RECORD ON SEPTEMBER 25, 1978, IN BOOK 105 OF MAPS AT PAGES 52–53, OFFICIAL RECORDS OF ALAMEDA COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.
9. CORNER RECORD NOTE:
   THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FILING OF PRE–CONSTRUCTION AND POST–CONSTRUCTION CORNER RECORDS FOR ANY MONUMENTS OR PROPERTY CORNERS SHOWN HEREON THAT MAY BE DESTROYED DURING IMPROVEMENTS TO THE SUBJECT PROPERTY AS DEFINED IN SECTION 8771(B) OF THE PROFESSIONAL LAND SURVEYORS ACT.
10. THE AERIAL MAPPING WAS PREPARED USING COMPUTER ASSISTED, PHOTOGRAMMETRIC METHODS BY AEROTAS 9450 SW GEMINI DRIVE PMB 5874, BEAVERTON, OREGON. JOB NUMBER 35620. IN AREAS OF DENSE VEGETATION, ACCURACY OF CONTOURS MAY DEVIATE FROM ACCEPTED ACCURACY STANDARDS. DATE OF PHOTOGRAPHY 8–12–2022, ORIGINAL COMPILED MAP SCALE 1"=40', CONTOUR INTERVAL 1 FOOT. THE GRID IS BASED ON PHOTOGRAMMETRIC METHODS COMPILED ON DIGITAL STEREO WORKSTATIONS USING AERIAL PHOTOGRAPHY. CONTROL SURVEY PERFORMED BY KIER & WRIGHT, LIVERMORE, CA.
11. THERE IS EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, PEDESTRIANS AND VEHICULAR TRAFFIC, UTILITIES AND FOR PARKING OF VEHICLES, BLANKET IN NATURE, OVER AND ACROSS PARCEL A, PARCEL 1 AND 2 (249 PM 40–41).

PREPARED BY OR UNDER THE SUPERVISION OF
GARY K. LAMB, L.S. 6627
GLAMB@KIERWRIGHT.COM

11/3/2022
DATE

LICENSED LAND SURVEYOR
GARY K. LAMB
No. 6627
STATE OF CALIFORNIA

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Project Name
Dublin Place - North Parcel

Project Number
A21759

Description
TOPOGRAPHIC SURVEY

Scale
1" = 40'

C2.0

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NORTH

0 20 40 80 120

Scale 1" = 40'

LEGEND

- EXISTING CURB & LANDSCAPE TO BE REMOVED
- EXISTING BUILDING TO BE DEMOLISHED
- EXISTING AC PAVEMENT TO BE REMOVED
- EXISTING CONCRETE TO BE REMOVED
- EXISTING LANDSCAPING TO BE REMOVED
- SAWCUT LINE
- EXISTING TREE TO BE REMOVED
- UNDERGROUND UTILITIES TO BE REMOVED
- UNDERGROUND UTILITIES TO BE ABANDONED PLUG AND CAP END
- 1 REMOVE AND DISPOSE OF EXISTING BUILDING AND APPURTENANCES
- 2 REMOVE AND DISPOSE OF EXISTING TRASH ENCLOSURE
- 3 REMOVE AND DISPOSE OF EXISTING AC/AB PAVEMENT
- 4 REMOVE AND DISPOSE OF EXISTING CONCRETE CURB
- 5 REMOVE AND DISPOSE OF EXISTING CONCRETE CURB AND GUTTER
- 6 REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK
- 7 REMOVE AND DISPOSE OF EXISTING CONCRETE PAVEMENT
- 8 REMOVE AND DISPOSE OF EXISTING FENCE
- 9 REMOVE AND DISPOSE OF EXISTING LANDSCAPE AND IRRIGATION
- 10 REMOVE AND DISPOSE OF EXISTING TRAFFIC SIGN
- 11 REMOVE AND DISPOSE OF EXISTING MONUMENT SIGN, BASE
- 12 REMOVE AND SALVAGE EXISTING FIRE HYDRANT
- 13 REMOVE AND DISPOSE OF EXISTING 10" WATER LINE
- 14 REMOVE AND DISPOSE OF EXISTING 6" FIRE HYDRANT LATERAL
- 15 REMOVE AND DISPOSE OF EXISTING WATER VALVE
- 16 REMOVE AND DISPOSE OF EXISTING EXISTING STORM DRAIN CB
- 17 REMOVE AND DISPOSE OF EXISTING 24" STORM DRAIN PIPE
- 18 REMOVE AND DISPOSE OF EXISTING 18" STORM DRAIN PIPE
- 19 REMOVE AND DISPOSE OF EXISTING 10" STORM DRAIN PIPE
- 20 REMOVE AND DISPOSE OF EXISTING GREASE INTERCEPTOR
- 21 REMOVE AND DISPOSE OF EXISTING SEWER CLEANOUTS AND SEWER PIPES WITHIN DEMOLITION LIMITS CONTRACTOR TO IDENTIFY AND COORDINATE WITH CIVIL ENGINEER REMOVAL OF EXISTING MANHOLE
- 23 PROTECT IN PLACE EXISTING CATCH BASIN
- 24 REMOVE GAS, ELECTRIC AND TELEPHONE FACILITIES PER APPLICABLE UTILITY COMPANY REQUIREMENTS

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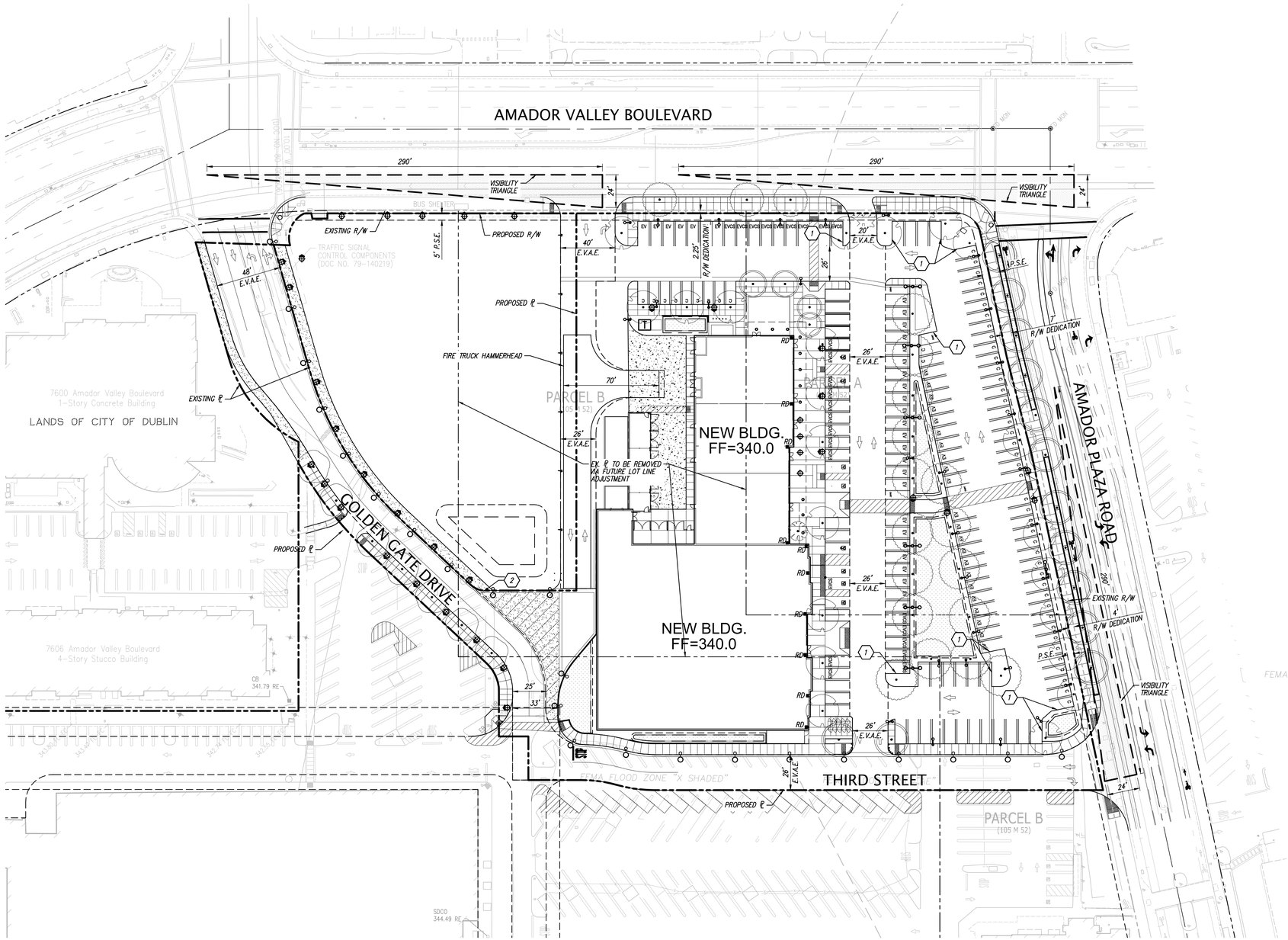
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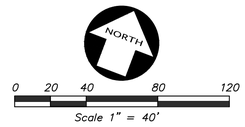
Scale
1" = 40'

C3.0

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KEYNOTES

1. PROVIDE A 6" TALL 12" WIDE CURB WHERE PARKING IS ADJCENT TO LANDSCAPED AREAS
2. SOLID GRATE TO BE PROVIDED OVER GUTTER TO CONNECT PATHS

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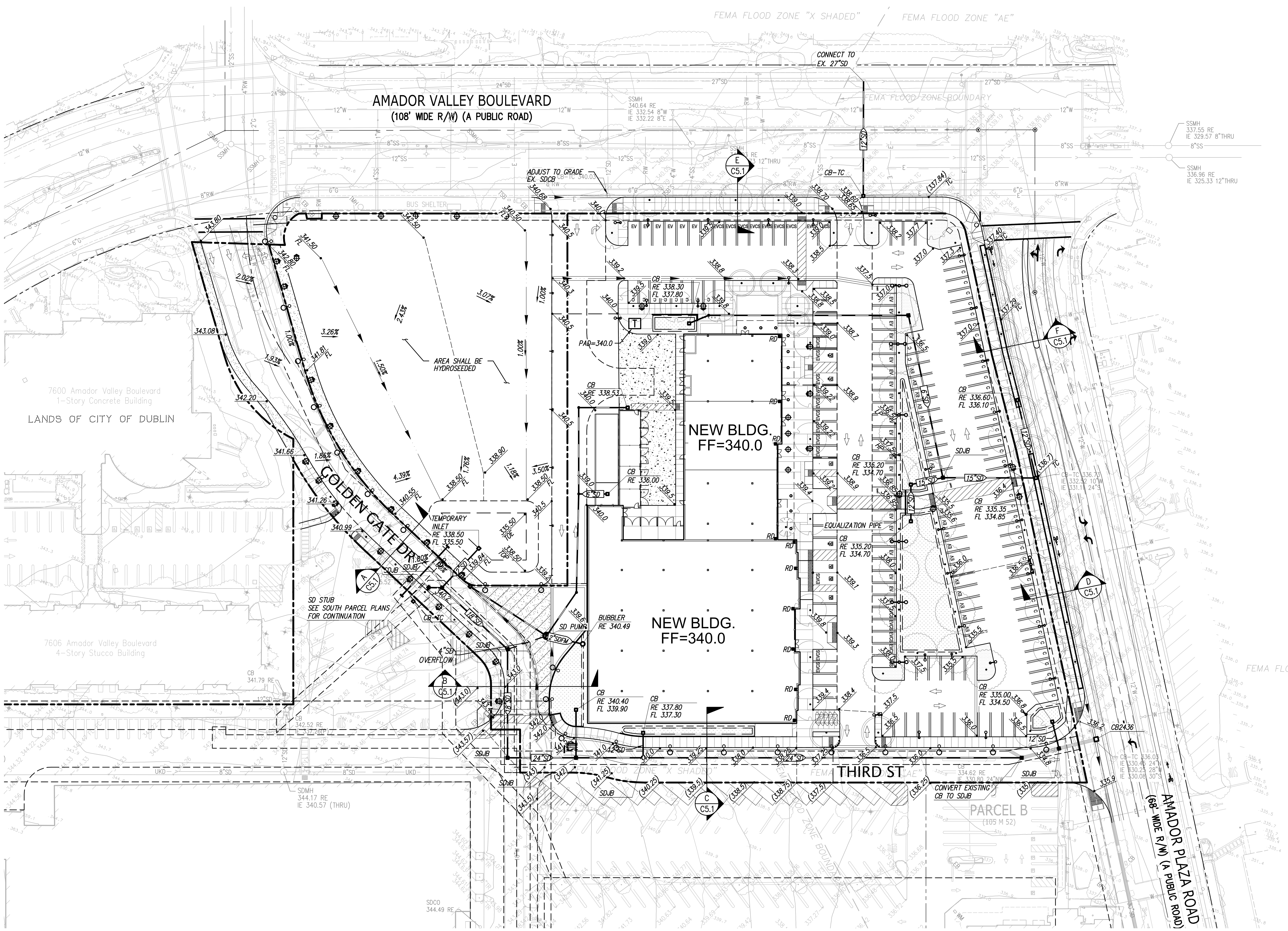
Description
PRELIMINARY SITE PLAN

Scale
1" = 40'

C4.0

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LEGEND

▲	AREA DRAIN
□	STORM DRAIN CATCH BASIN
■	STORM DRAIN JUNCTION BOX
●	STORM DRAIN MANHOLE
FL	FLOW LINE
FF	FINISHED FLOOR
PV	PAVEMENT
RE	RIM ELEVATION
23.8	SPOT ELEVATION
X"SD	STORM DRAIN LINE
TC	TOP OF CURB

0 20 40 80 120
Scale 1" = 40'

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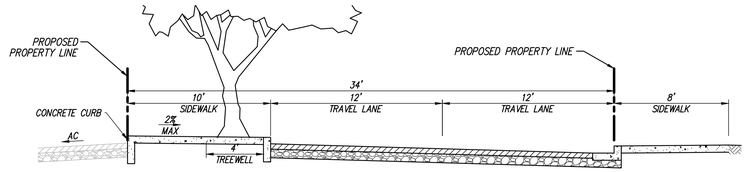
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Scale
1" = 40'

C5.0

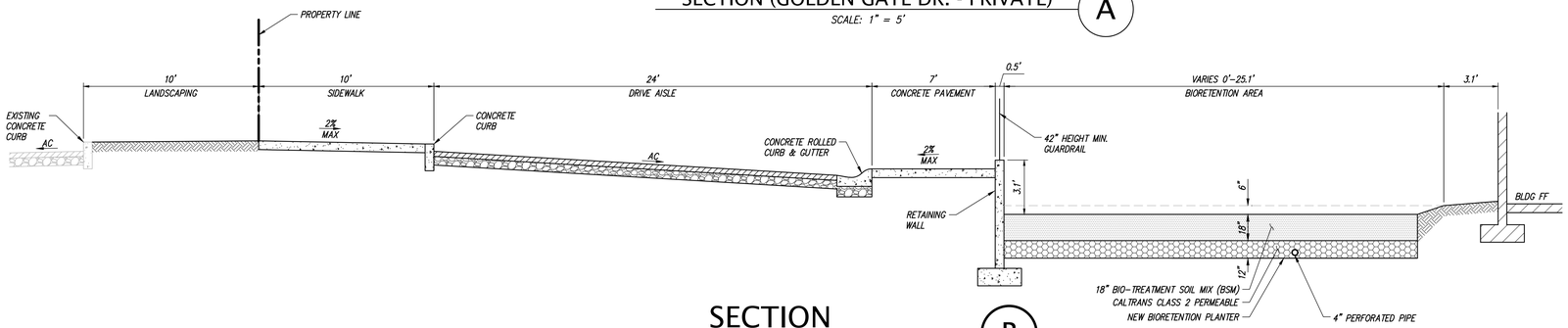
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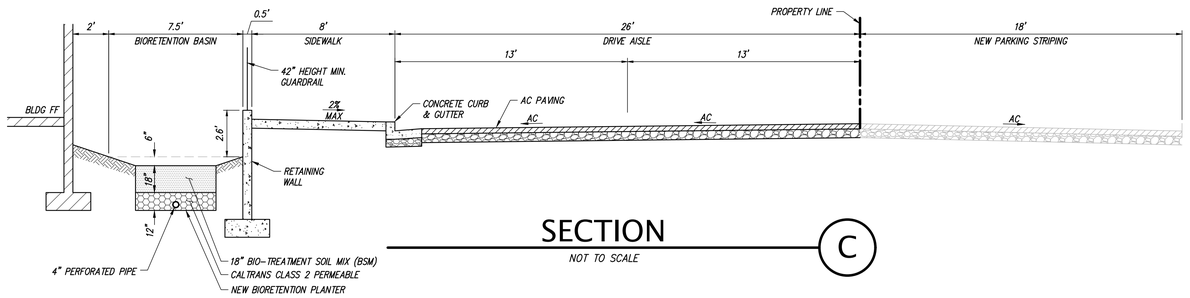
SECTION (GOLDEN GATE DR. - PRIVATE) — A

SCALE: 1" = 5'



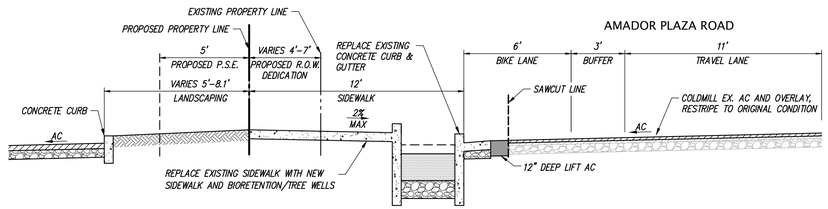
SECTION — B

NOT TO SCALE



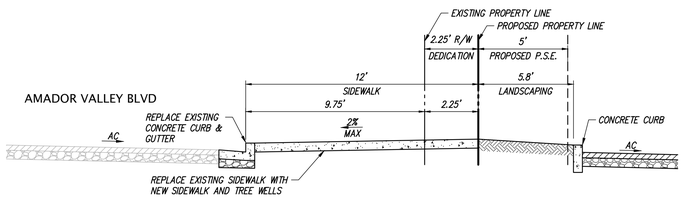
SECTION — C

NOT TO SCALE



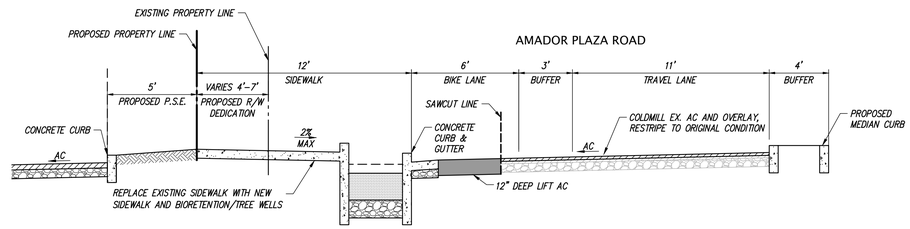
SECTION — D

NOT TO SCALE



SECTION — E

NOT TO SCALE



SECTION — F

NOT TO SCALE

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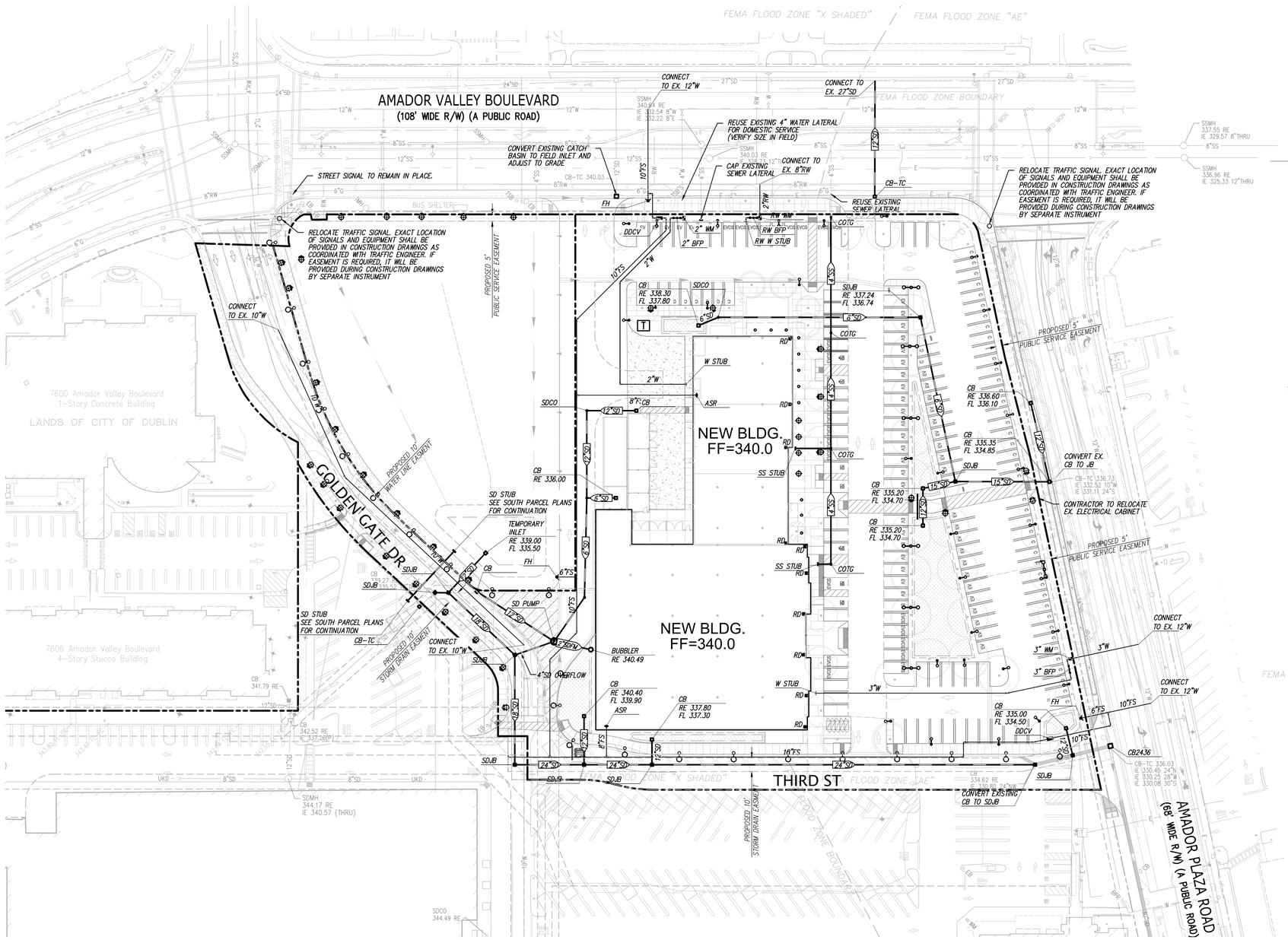
Description
PRELIMINARY SECTIONS

Scale
1" = 40'

C5.1

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0 20 40 80 120

Scale 1" = 40'

LEGEND

ASR	AUTOMATIC SPRINKLER RISER
RE	RIM ELEVATION
TC	TOP OF CURB
WS	WATER SERVICE
X X	EXISTING UTILITY TO BE ABANDONDED BY REMOVAL
FS	FIRE SERVICE
SS	SANITARY SEWER
COTG	CLEANOUT TO GRADE
X"SD	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	STORM DRAIN MANHOLE
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
SSMH	SANITARY SEWER MANHOLE
	SINGLE CHECK VALVE
SDMH	STORM DRAIN MANHOLE
	WATER METER
	ELECTROLIERS

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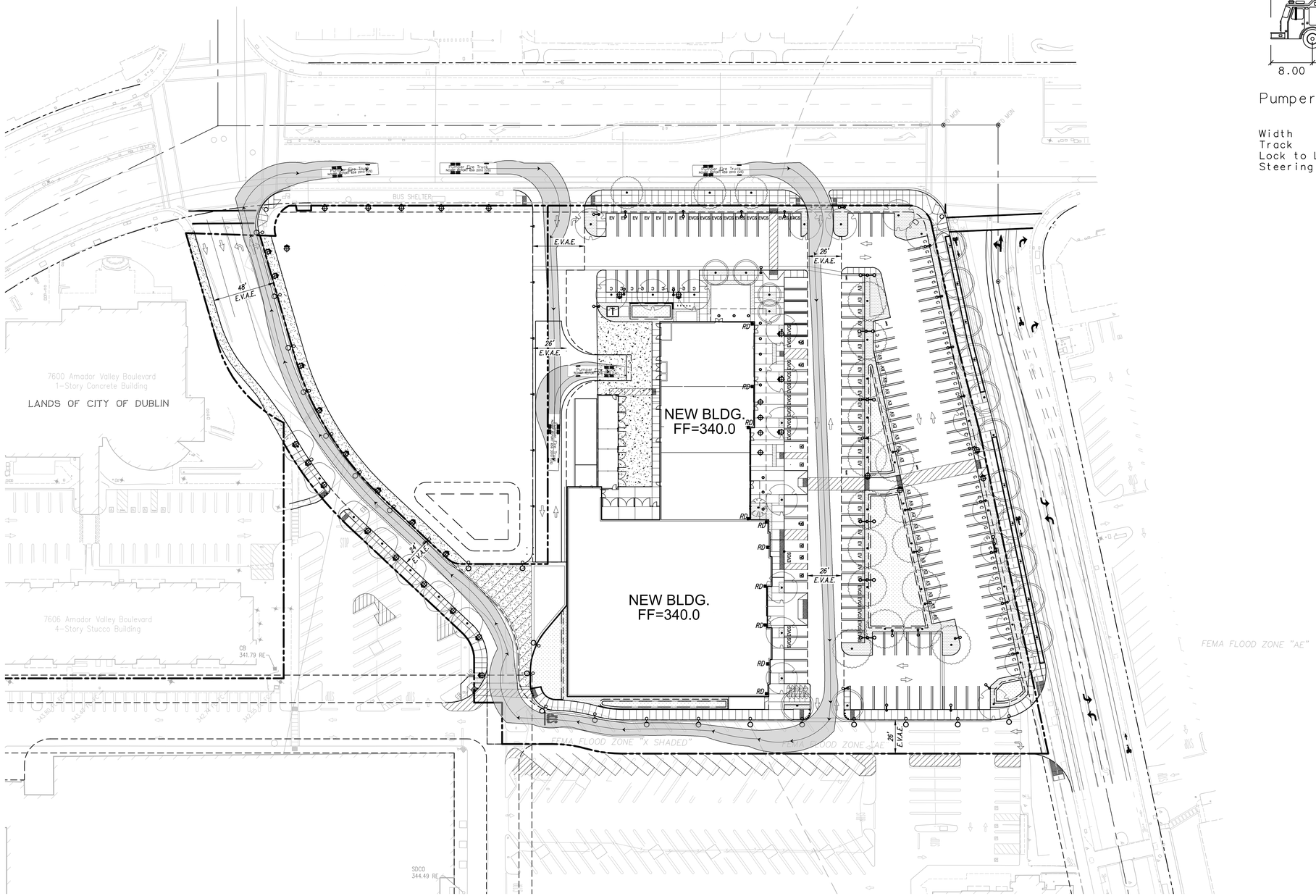
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PRELIMINARY UTILITY PLAN

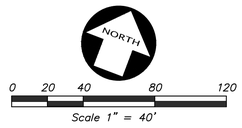
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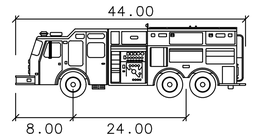
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Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

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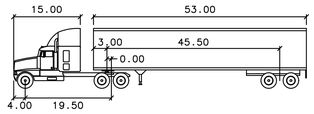
Description
FIRE TRUCK TURNING

Scale
1" = 40'

C7.1

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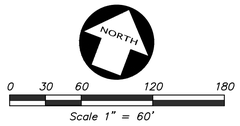
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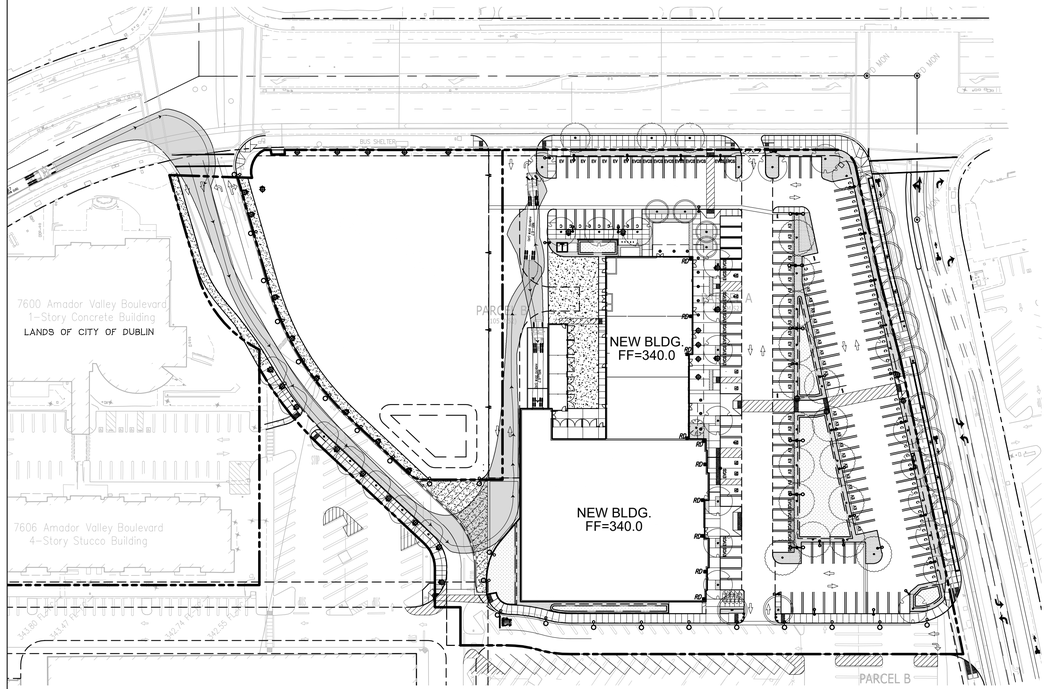


WB–67

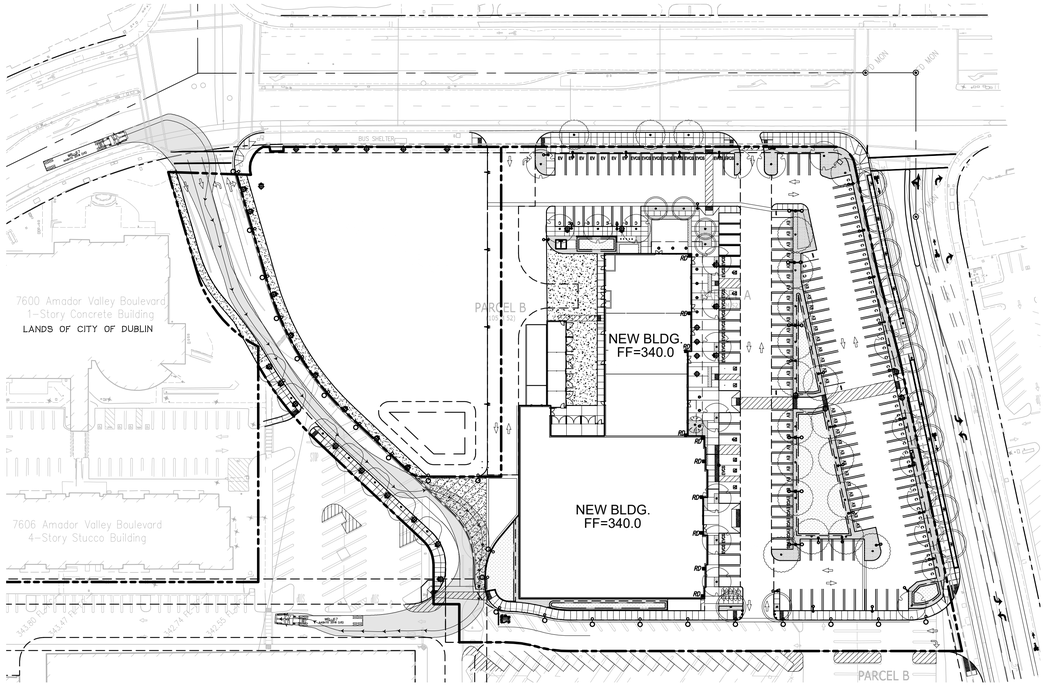
feet

Tractor Width	:8.00	Lock to Lock Time	:6.0
Trailer Width	:8.50	Steering Angle	:28.4
Tractor Track	:8.00	Articulating Angle	:75.0
Trailer Track	:8.50		

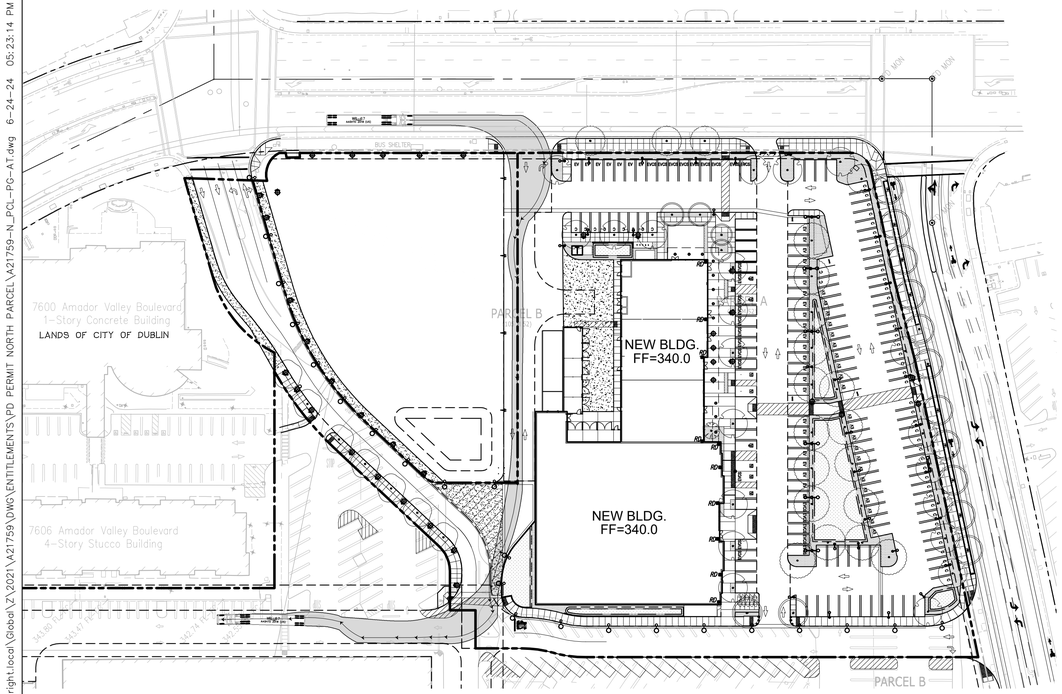




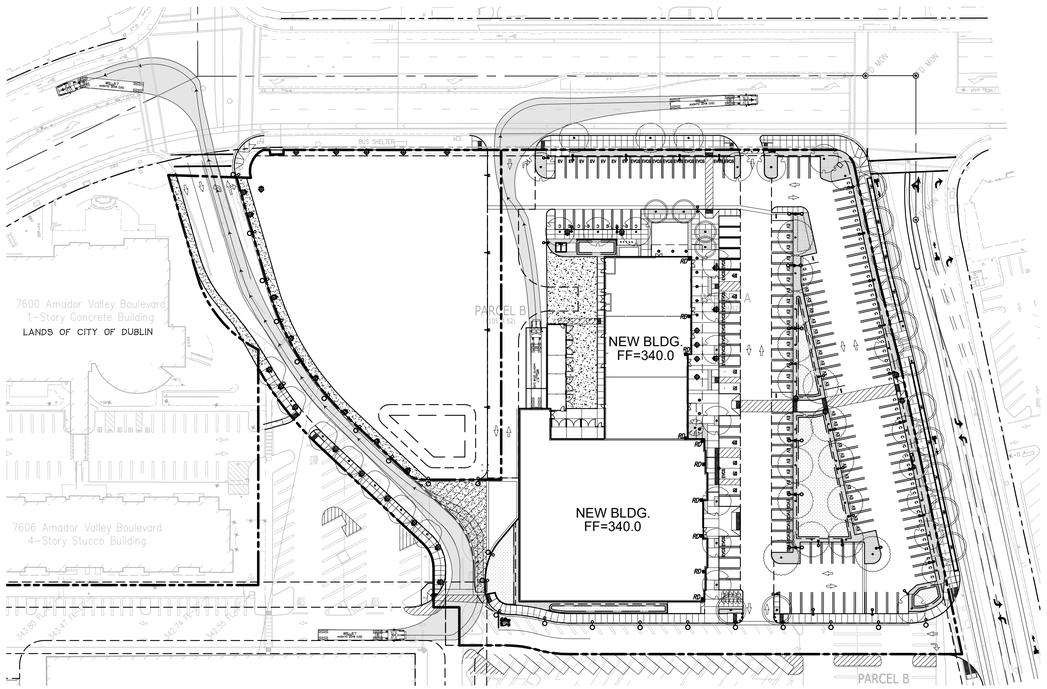
TRUCK ENTER



TRUCK ENTER



TRUCK ENTER



TRUCK EXIT

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Tel 213.236.9090

SQPEG
Square Peg Design
Square Peg Design
Oakland, CA
Tel 510.596.8810

△ Date	Description
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10/27/2023	Preliminary SDR Submittal 2
04/10/2024	Preliminary SDR Submittal 3
05/24/2024	Final SDR Submittal

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dublin Place - North Parcel

Project Number
A21759

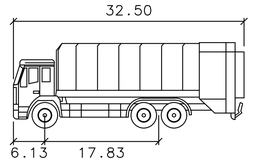
Description
TRUCK TURNING

Scale
1" = 60'

C7.2

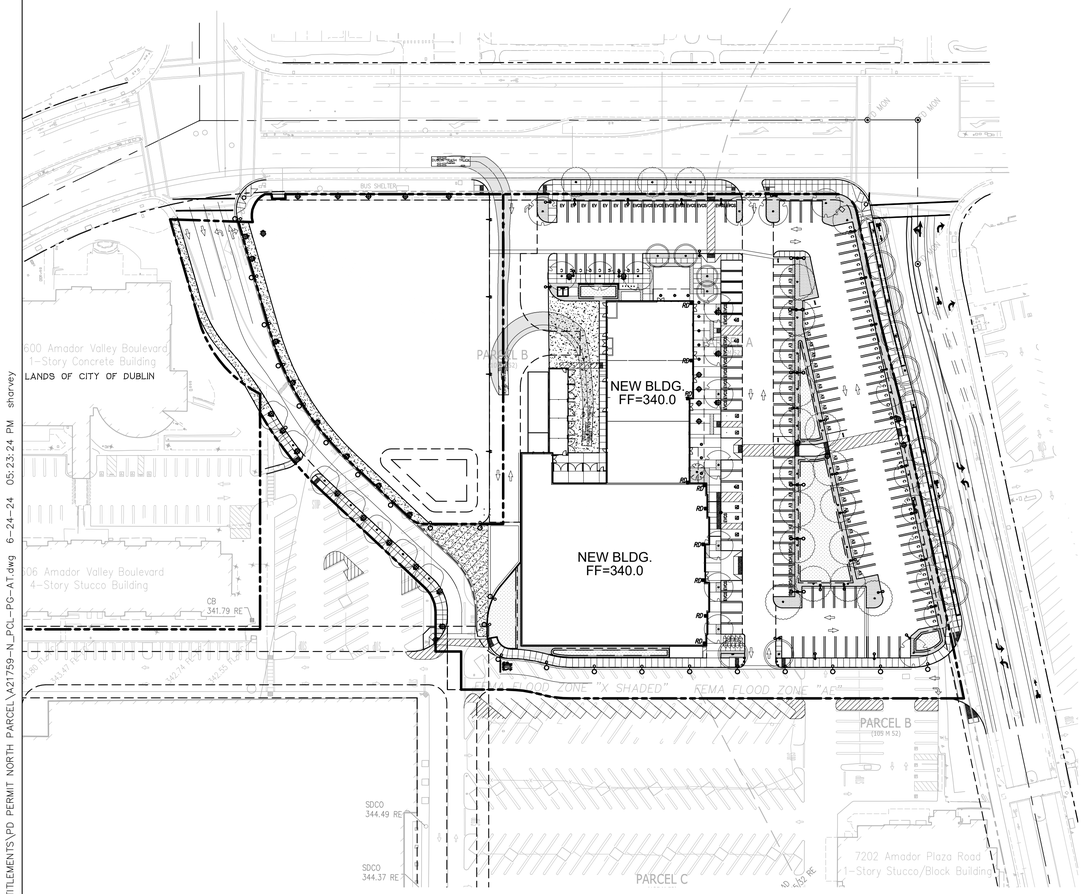
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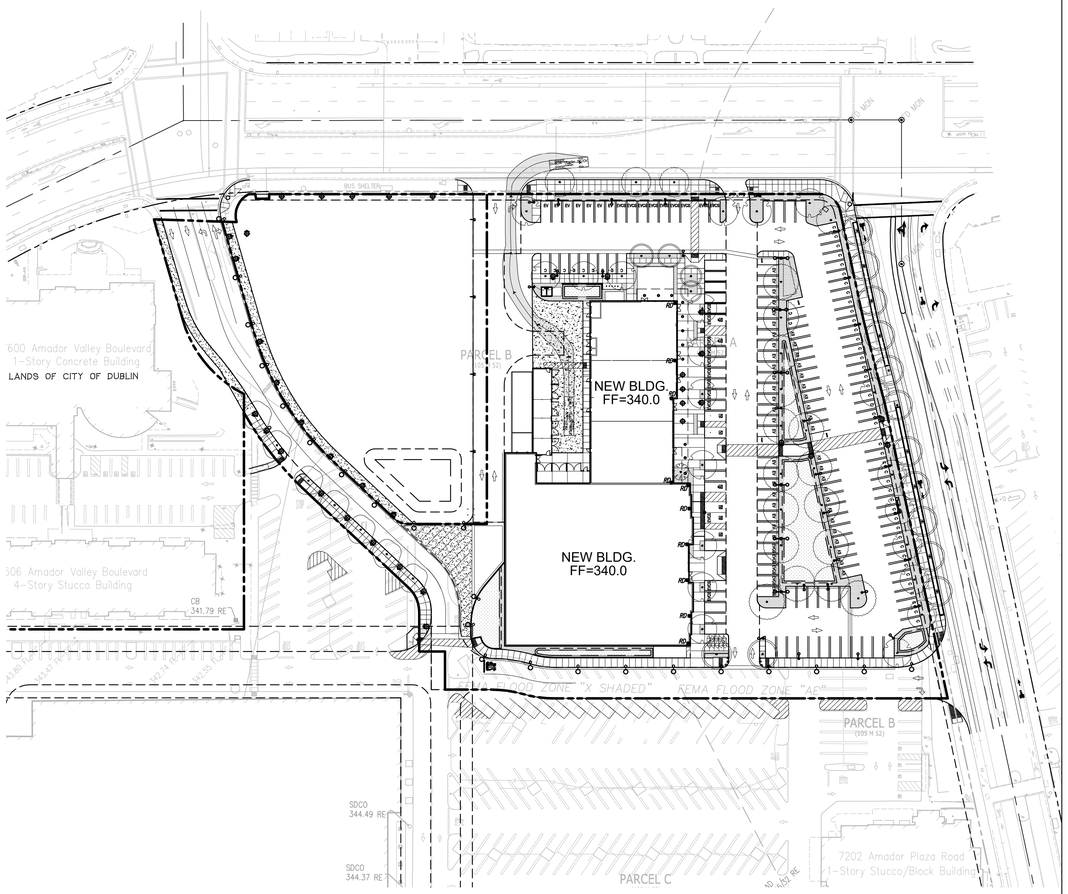


DUBLIN TRASH TRUCK

	feet
Width	: 8.08
Track	: 7.50
Lock to Lock Time	: 6.0
Steering Angle	: 27.7



TRUCK ENTER



TRUCK EXIT

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NOT FOR CONSTRUCTION

Project Name
Dublin Place - North Parcel

Project Number
A21759

Description
GARBAGE TRUCK TURNING

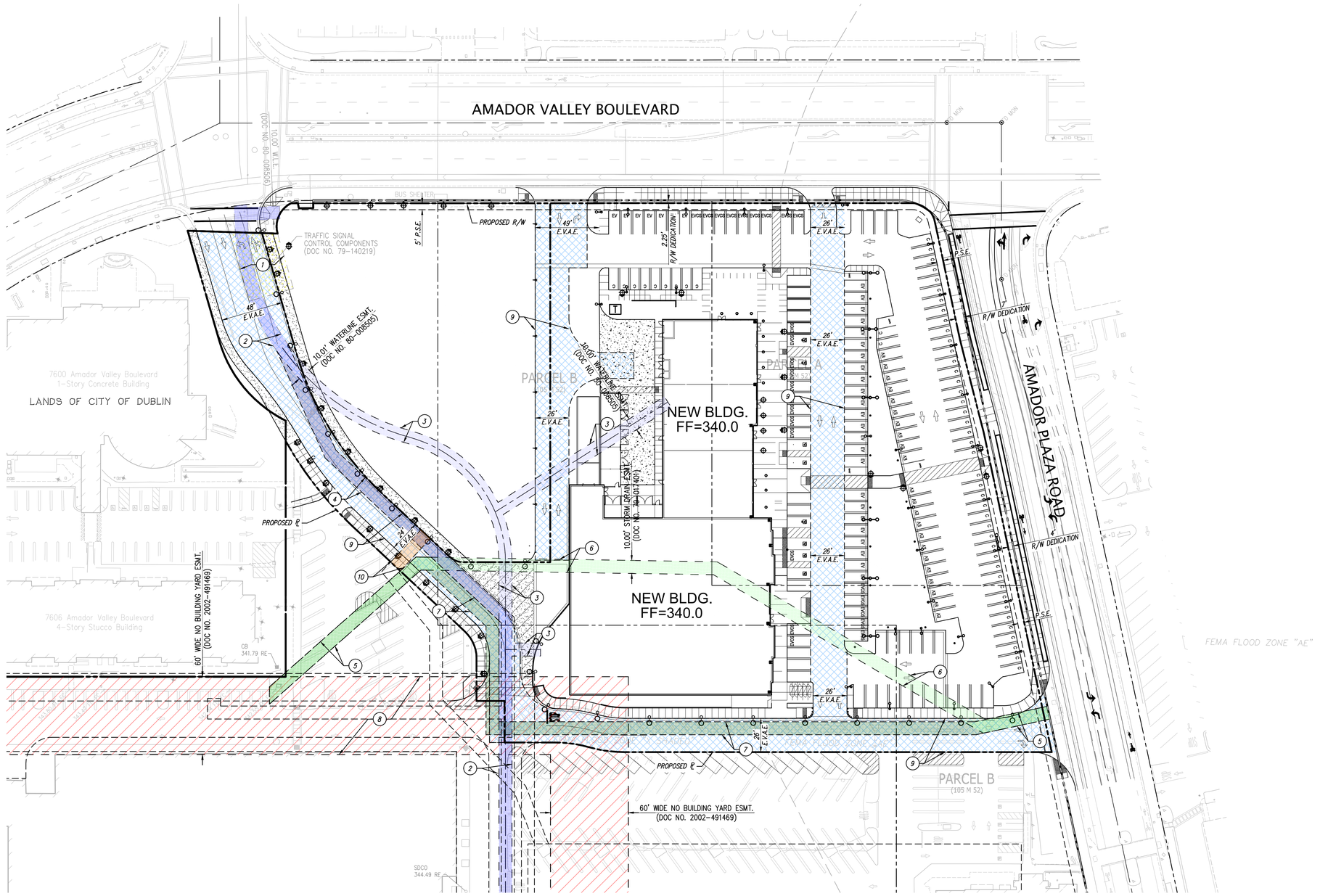
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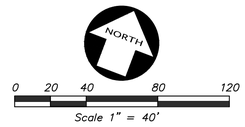
C7.3

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EASEMENTS					
NUMBER	COLOR CHART	DESCRIPTION	IN FAVOR OF	GRANTED BY	STATUS
1		EXISTING TRAFFIC SIGNAL COMPONENTS EASEMENT	CITY OF DUBLIN		TO BE VACATED/REINSTATED
2		EXISTING WATERLINE EASEMENT TO REMAIN	DUBLIN SAN RAMON SEWER DISTRICT	DUBLIN BOULEVARD OWNER, LP	TO REMAIN
3		EXISTING WATERLINE EASEMENT TO BE VACATED	DUBLIN SAN RAMON SEWER DISTRICT		TO BE VACATED
4		PROPOSED WATERLINE EASEMENT	DUBLIN SAN RAMON SEWER DISTRICT	DUBLIN BOULEVARD OWNER, LP	PROPOSED
5		EXISTING STORM DRAIN EASEMENT TO BE VACATED AND REDEDICATED AS A PRIVATE STORM DRAIN EASEMENT			TO BE VACATED/PROPOSED
6		EXISTING STORM DRAIN EASEMENT TO BE VACATED	CITY OF DUBLIN		TO BE VACATED
7		PROPOSED PRIVATE STORM DRAIN EASEMENT		DUBLIN BOULEVARD OWNER, LP	PROPOSED
8		EXISTING NO BUILDING YARD EASEMENT TO BE VACATED	CITY OF DUBLIN		TO BE VACATED
9		PROPOSED EMERGENCY VEHICLE ACCESS EASEMENT	CITY OF DUBLIN	DUBLIN BOULEVARD OWNER, LP	PROPOSED
10		PROPOSED PRIVATE STORM DRAIN EASEMENT		DUBLIN BOULEVARD OWNER, LP	PROPOSED





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Description
SITE EASEMENTS

Scale
1" = 40'

C8.0

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BIORETENTION SIZING CALCULATIONS

Area No.	Area (SF)	Area (AC)	Landscape (SF)	Landscape (AC)	Imperv. (SF)	Imper. (AC)	Treatment Area* (SF)	Treatment Provided (SF)	Sizing Ratio (%)	Sizing Method	Type of Planter
1	35,650	0.82	1,715	0.04	33,935	0.78	34,107	1,117	3.28%	Combination	Bioretention Planter
2	5,850	0.13	900	0.02	4,950	0.11	5,040	260	5.16%	Flow	Bioretention Planter
3	112,650	2.59	12,505	0.29	100,145	2.30	101,396	3,909	3.86%	Combination	Bioretention Planter
4	9,900	0.23	1,155	0.03	8,745	0.20	8,861	421	4.75%	Flow	Bioretention Planter
5	8,250	0.19	755	0.02	7,495	0.17	7,571	243	3.21%	Combination	Bioretention Planter
6	42,100	0.97	42,100	0.97	0	0.00	N/A		N/A	N/A	Self-Treating
ST-1**	10,950	0.25	430	0.01	10,520	0.24	10,563	331	3.13%	Combination	Bioretention Planter
ST-2**	13,350	0.31	535	0.01	12,815	0.29	12,869	488	3.79%	Combination	Bioretention Planter

*: Total Treatment Area is equal to Impverious Area + 0.10 * Landscape Area.
**: The offsite area to be treated (24,300 sf) is greater than the created/replaced offsite area (12,750 sf)

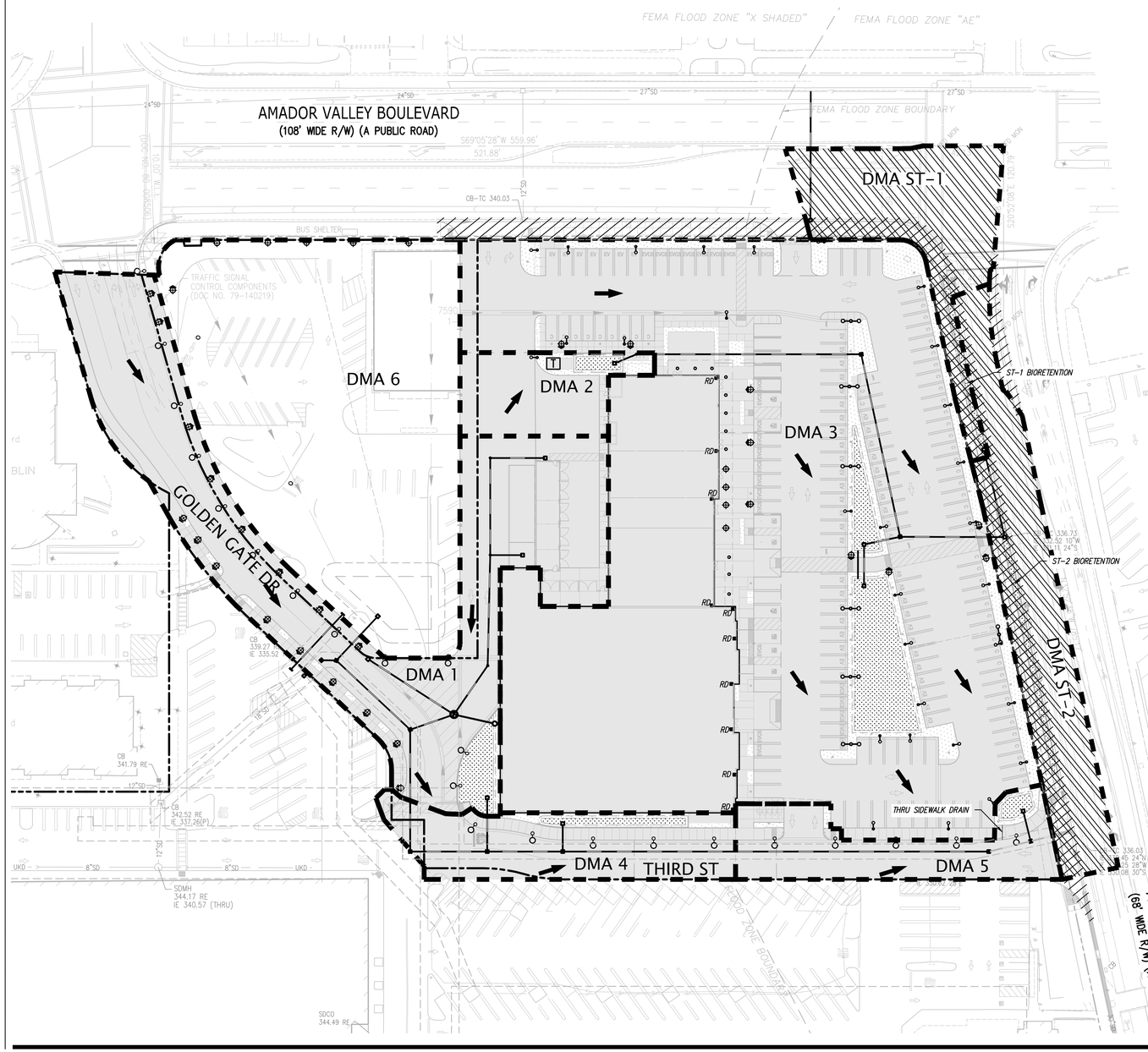
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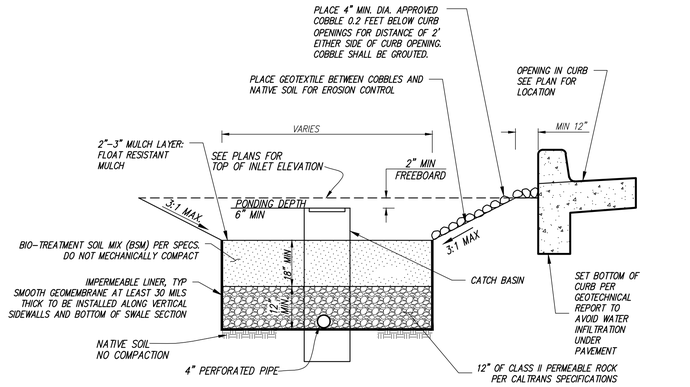
1. ALL CATCH BASINS IN BIORETENTIONS AND CATCH BASINS ALONG THE PROJECT FRONTAGE SHALL BE EQUIPPED WITH AN OLDCASTLE INFRASTRUCTURE FLOGARD CATCHBASIN TRASH SCREEN INSERT, FLAT GRATED INLET STYLE DROP IN BASKET, OR OTHER APPROVED CASQA APPROVED TRASH CAPTURE DEVICE

LEGEND

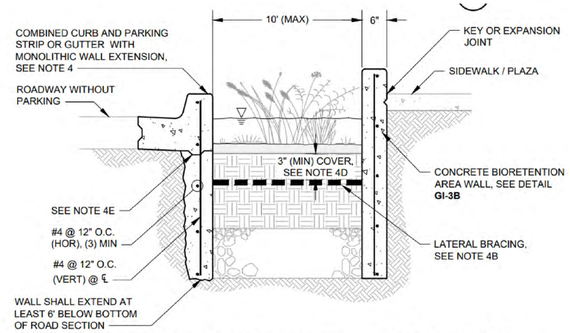
- TRIBUTARY AREA LIMITS
- LANDSCAPE AREA
- IMPERVIOUS AREA DRAINING TO BIORETENTION
- BIORETENTION TREATMENT AREA
- CREATED/REPLACED IMPERVIOUS AREA OFFSITE
- OFFSITE AREA TO BE TREATED
- OVERLAND RELEASE ARROW

NORTH
0 20 40 80 120
Scale 1" = 40'

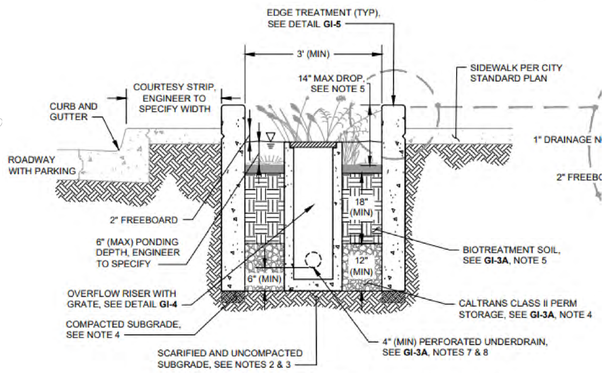




BIO-RETENTION PLANTER DETAILS WITH LINER — 1
NOT TO SCALE



EXTENDED BIORETENTION AREA WALL WITH LATERAL BRACING — 2



BIORETENTION AREA WITH VERTICAL SIDE WALLS — A

CITY OF DUBLIN STANDARD BIORETENTION DETAILS — 2
NOT TO SCALE

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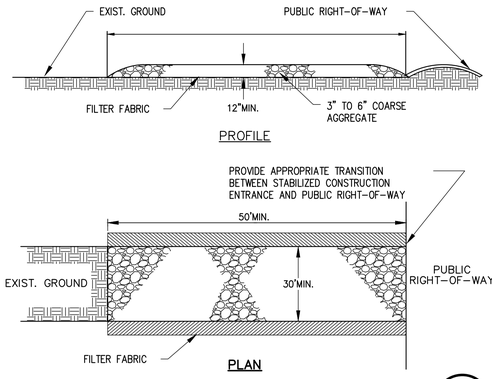
Description
PRELIMINARY SWQCP

Scale
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C9.0

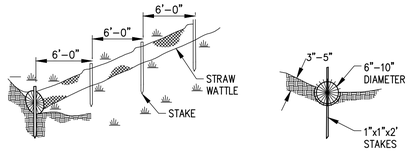
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STABILIZED CONSTRUCTION ENTRANCE (1)

NOT TO SCALE

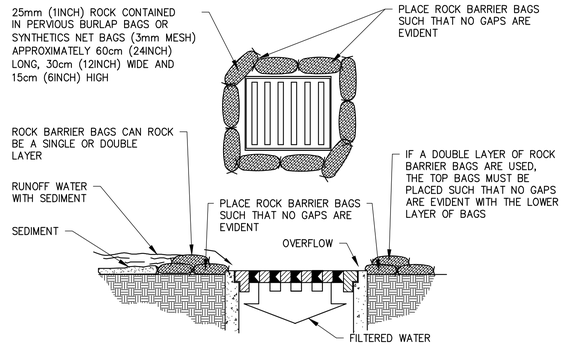


NOTE:

1. STRAW WATTLES ARE TUBES MADE FROM STRAW BOUND W/BIO-DEGRADABLE NETTING. THEY ARE APPROX. 6"-10" DIA AND 20-30 FT LONG.
2. STRAW WATTLES TRAP SEDIMENT AND REDUCE SHEET AND HILL EROSION BY REDUCING SLOPE GRADIENT. INCREASING INFILTRATION RATES AND BY PRODUCING A FAVORABLE ENVIRONMENT FOR PLANT ESTABLISHMENT.
3. STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE WATTLE IN A TRENCH 3"-5" DEEP, DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTLE.

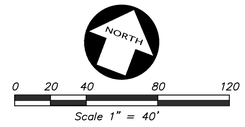
STRAW WATTLE SEDIMENT TRAP/FILTER (2)

NOT TO SCALE



DROP INLET SEDIMENT FILTER UTILIZING ROCK BARRIER BAGS (3)

NOT TO SCALE



LEGEND

1 — STABILIZED CONSTRUCTION ENTRANCE

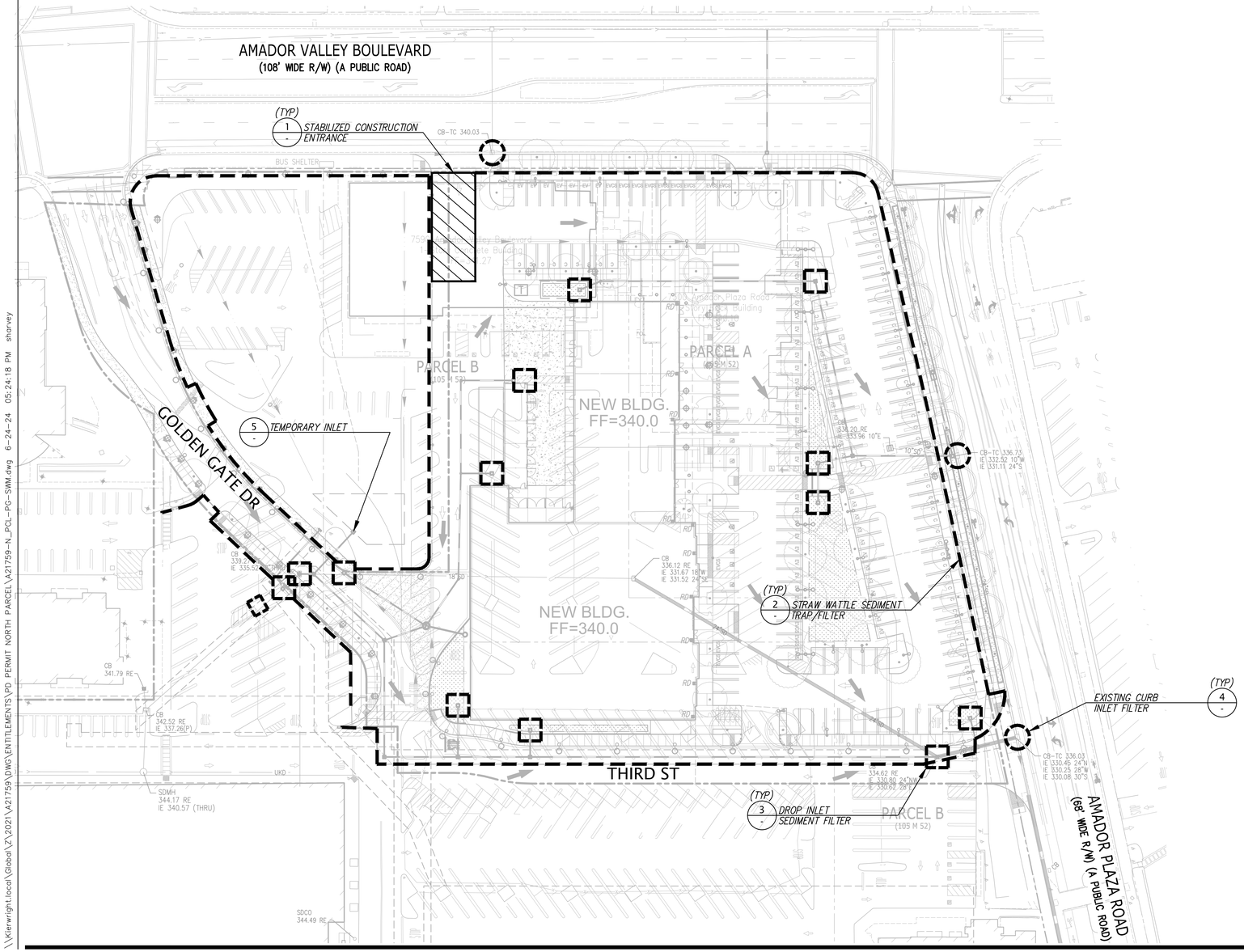
2 — STRAW WATTLE SEDIMENT TRAP/FILTER

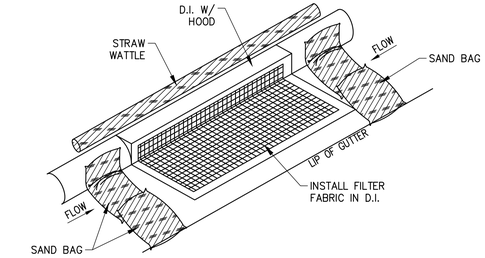
3 — DROP INLET SEDIMENT FILTER

4 — EXISTING CURB INLET FILTER

CITY OF DUBLIN EROSION AND SEDIMENT CONTROL PLAN SET NOTES

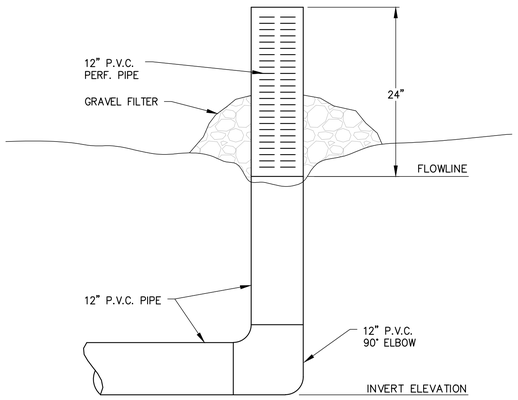
1. CONTRACTOR SHALL KEEP CONSTRUCTION TRAFFIC OUT OF LOCATIONS WHERE STORMWATER TREATMENT FACILITIES AND MEASURES WILL BE INSTALLED TO MINIMIZE COMPACTION OF EXISTING SOILS.
2. PROTECT STORMWATER TREATMENT FACILITIES FROM CONSTRUCTION SITE RUNOFF. ONCE IMPORTED MATERIALS ARE INSTALLED IN STORMWATER TREATMENT FACILITIES, RUNOFF FROM UNSTABILIZED AREAS MUST BE DIVERTED AWAY FROM SUCH FACILITIES.
3. THE CONSTRUCTION BMPS SHOWN ON THE PLAN ARE MINIMUM REQUIREMENTS. THE CITY ENGINEER OR PUBLIC WORKS INSPECTOR IS AUTHORIZED TO REQUIRE ADDITIONAL BMPS TO PREVENT NON-STORMWATER DISCHARGES.
4. ALL SITE GRADING AND DRAINAGE CONVEYANCE MUST CAUSE RUNOFF FROM DRAINAGE MANAGEMENT AREAS (DMA) TO DRAIN TO DESIGNATED RECEIVING FACILITY (I.E. GRADE BREAKS MUST CONFORM TO DMA DELINEATIONS, CURB CUTS MUST EFFECTIVELY DIRECT FLOWS INTO FACILITIES, ETC.).





EXISTING CURB INLET FILTER DETAIL (4)

NOT TO SCALE



TEMPORARY INLET (5)

NOT TO SCALE

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Project Name
Dublin Place - North Parcel

Project Number
A21759

Description
PRELIMINARY EROSION CONTROL PLAN

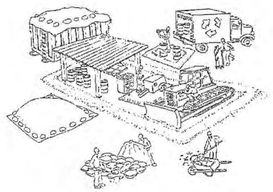
Scale
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C10.0

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Clean Bay Blue Print



Make sure your crews and subs do the job right!

Runoff from streets and other paved areas is a major source of pollution and damage to creeks and the San Francisco Bay. Construction activities can directly affect the health of creeks and the Bay unless contractors and crews plan ahead to keep dirt, debris, and other construction waste away from storm drains and local creeks. Following these guidelines and the project specifications will ensure your compliance with City of Dublin requirements.

Materials storage & spill cleanup

Non-hazardous materials management

- Sand, dirt, and similar materials must be stored at least 10 feet (3 meters) from catch basins. All construction material must be covered with a tarp and contained with a perimeter control during wet weather or when rain is forecasted or when not actively being used within 14 days.
- Use (but don't overuse) reclaimed water for dust control as needed.
- Sweep or vacuum streets and other paved areas daily. Do not wash down streets or work areas with water!
- Recycle all asphalt, concrete, and aggregate base material from demolition activities. Comply with City of Dublin Ordinances for recycling construction materials, wood, gyp board, pipe, etc.
- Check dumpsters regularly for leaks and to make sure they are not overfilled. Repair or replace leaking dumpsters promptly.
- Cover all dumpsters with a tarp at the end of every work day or during wet weather.

Hazardous materials management

- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state, and federal regulations.
- Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecasted.
- Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecasted within 24 hours.
- Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street, or storm drain. Never wash spilled material into a gutter, street, storm drain, or creek!
- Dispose of all containment and cleanup materials properly.
- Report any hazardous materials spills immediately! Dial 911

Construction Entrances and Perimeter

- Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking.

Vehicle and equipment maintenance & cleaning



- Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- Fuel and maintain vehicles on site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- If you must clean vehicles or equipment on site, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or creeks.
- Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.

Earthwork & contaminated soils

- Keep excavated soil on the site where it will not collect in the street.
- Transfer to dump trucks should take place on the site, not in the street.
- Use fiber rolls, silt fences, or other control measures to minimize the flow of silt off the site.



- Earth moving activities are only allowed during dry weather by permit and as approved by the City of Dublin inspector in the Field.
- Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.
- If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, or seed with fast-growing grasses as soon as possible. Place fiber rolls down-slope until soil is secure.
- If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris), call the Engineer for help in determining what should be done, and manage disposal of entaminated soil according to their instructions.

Dewatering operations



- Effectively manage all run-on, all runoff within the site, and all runoff that discharges from the site. Run-on from off site shall be directed away from all disturbed areas or shall collectively be in compliance.
- Reuse water for dust control, irrigation, or another on-site purpose to the greatest extent possible.
- Be sure to notify and obtain approval from the Engineer before discharging water to a street, gutter, or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the Engineer to determine what testing is required and how to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Saw cutting

- Always completely cover and barricade storm drain inlets when saw cutting. Use plastic sheeting (Visqueen) to keep slurry out of the storm drain system.
- Shovel, absorb, or vacuum saw-cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work



- Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
- Protect gutters, ditches, and drainage courses with sand/gravel bags, or earthen berms.
- Do not sweep or wash down excess sand from sand sealing into gutters, storm drains, or creeks. Collect sand and return it to the stockpile, or dispose of it as trash.
- Do not use water to wash down fresh asphalt concrete pavement.

Concrete, grout, and mortar storage & waste disposal

- Store concrete, grout, and mortar under cover, on pallets, and away from drainage areas. These materials must never reach a storm drain.
- Wash out concrete equipment/trucks off-site or into contained washout areas that will not allow discharge of wash water onto the underlying soil or onto the surrounding areas.



- Collect the wash water from washing exposed aggregate concrete and remove it for appropriate disposal off site.

Painting



- Never rinse paint brushes or materials in a gutter or street!
- Paint out excess water-based paint before rinsing brushes, rollers, or containers in a sink.
- Paint out excess oil-based paint before cleaning brushes in thinner.
- Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

Landscape Materials

- Contain, cover, and store on pallets all stockpiled landscape materials (mulch, compost, fertilizers, etc.) during wet weather or when rain is forecasted or when not actively being used within 14 days.
- Discontinue the application of any erodible landscape material within 2 days of forecasted rain and during wet weather.

Storm drain polluters may be liable for fines of $10,000 or more per day!

For references and more detailed information:
www.cleanwaterprogram.org
www.cabmphandbooks.com

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△ Date	Description
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05/24/2024	Final SDR Submittal

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Project Name
Dublin Place - North Parcel

Project Number
A21759

Description
CLEAN BAY BLUEPRINT

Scale
N.T.S.

C11.0

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PAVING SCHEDULE (P)

KEY	DESCRIPTION	MATERIAL	SOURCE	COLOR	SIZE	FINISH	PERVIOUS/NON	COMMENTS
P1	SIDEWALKS	CONCRETE	--	NATURAL GRAY	--	TOPCAST #1	NON-PERVIOUS	CITY STANDARD CONCRETE MIX WITH 1-1.5 POUNDS OF LAMPBLACK
P2	SIDEWALK BANDS	PRE-CAST CONCRETE PAVERS	STEPSTONE	FRENCH GRAY	6" X 12"	LIGHT SANDBLAST	NON-PERVIOUS	HERRINGBONE PATTERN (TO MATCH DUBLIN BLVD)
P3	INTERIOR SIDEWALKS	CONCRETE	--	LIGHT GRAY	SCORING PER PLANS	TOPCAST #1	NON-PERVIOUS	--
P4	DOG RUN	ARTIFICIAL TURF	FOREVER LAWN	GREEN	--	K9 GRASS	PERVIOUS	--

AMENITY SCHEDULE (A)

KEY	DESCRIPTION	MATERIAL	SUPPLIER	SIZE	COLOR	FINISH	MODEL / REMARK	COMMENTS
A1	SITE BENCH (BACKED)	POWDERCOATED STEEL	LANDSCAPE FORMS	BACKED, 6'	THERMALLY MODIFIED ASH / ALUMINUM	ANODIZED ALUMINUM FINISH FOR SUPPORT	NEOROMANTICO BENCH	LOCATIONS PER PLAN
A2	LITTER RECEPTACLE (RECYCLE, GARBAGE, COMPOST)	POWDERCOATED METAL	FORMS AND SURFACES	26" X 26" X 30.5" 32 GALLON	BLACK	MATTE	DISPATCH	LOCATIONS PER PLAN
A3	ON-SITE BIKE RACK	POWDERCOATED METAL	FORMS AND SURFACES	35.6" TALL	SILVER	MATTE	CORDIA	LOCATIONS PER PLAN
A4	TREE GRATE	POWDERCOATED METAL	URBAN ACCESSORIES	4' X 8'	BLACK	MATTE	KIVA	EACH TREE ALONG SIDEWALK
A5	DOG RUN PICKET FENCE	PAINTED METAL	--	42" TALL X 1" THK X 2" WIDE	FRENCH GRAY	MATTE	--	--
A6	LONG-TERM ON-SITE BIKE STORAGE LOCKER	PAINTED METAL	DERO D2 BIKE LOCKER DOUBLE	48" TALL X 72" LONG	LIGHT GREY	MATTE	D2	--



A1





A2

NOTE: A2 – LITTER RECEPTACLE

LITTER RECEPTACLE SHALL HAVE CLEAR SIGNAGE, LABELING COMPOSTING, RECYCLING, AND GARBAGE.

LITTER RECEPTACLE – CITY DESIGN GUIDELINE:

1. IT SHALL BE CONSIDERED AS A DESIGN ELEMENT, AND THE DESIGN SHOULD REFLECT AESTHETIC AS WELL AS FUNCTIONAL CONCERNS.
2. PUBLIC LITTER CONTAINERS SHALL BE SELECTED FROM THE SAME OR A SIMILAR DESIGN FAMILY AS THE OTHER SITE FURNISHINGS AND SHALL BE FINISHED OR PAINTED TO COMPLEMENT OTHER SITE FURNISHINGS.
3. PUBLIC LITTER CONTAINER CONSTRUCTION SHALL BE DURABLE, HIGH QUALITY MATERIALS, SUCH AS GALVANIZED OR STAINLESS STEEL.
4. MATERIALS SHALL BE PAINTED TO REFLECT SIMILAR TO NEARBY ELEMENTS. MATERIAL AND PAINT SELECTION SHALL BE GRAFFITI RESISTANT.
5. PUBLIC LITTER CONTAINERS SHALL INCLUDE RECYCLING CONTAINERS AND SHALL BE ABLE TO OPEN FROM THE SIDE TO ALLOW EASY ACCESS FOR REMOVAL OF WASTE.



A2 LITTER RECEPTACLE CITY STANDARD (CLEANRIVER, #XS35-3)



A3



A4



A5



A6

SHEET NOTES

KEY PLAN

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Project Name
Dublin Place - North Parcel

Project Number
05.3870.000

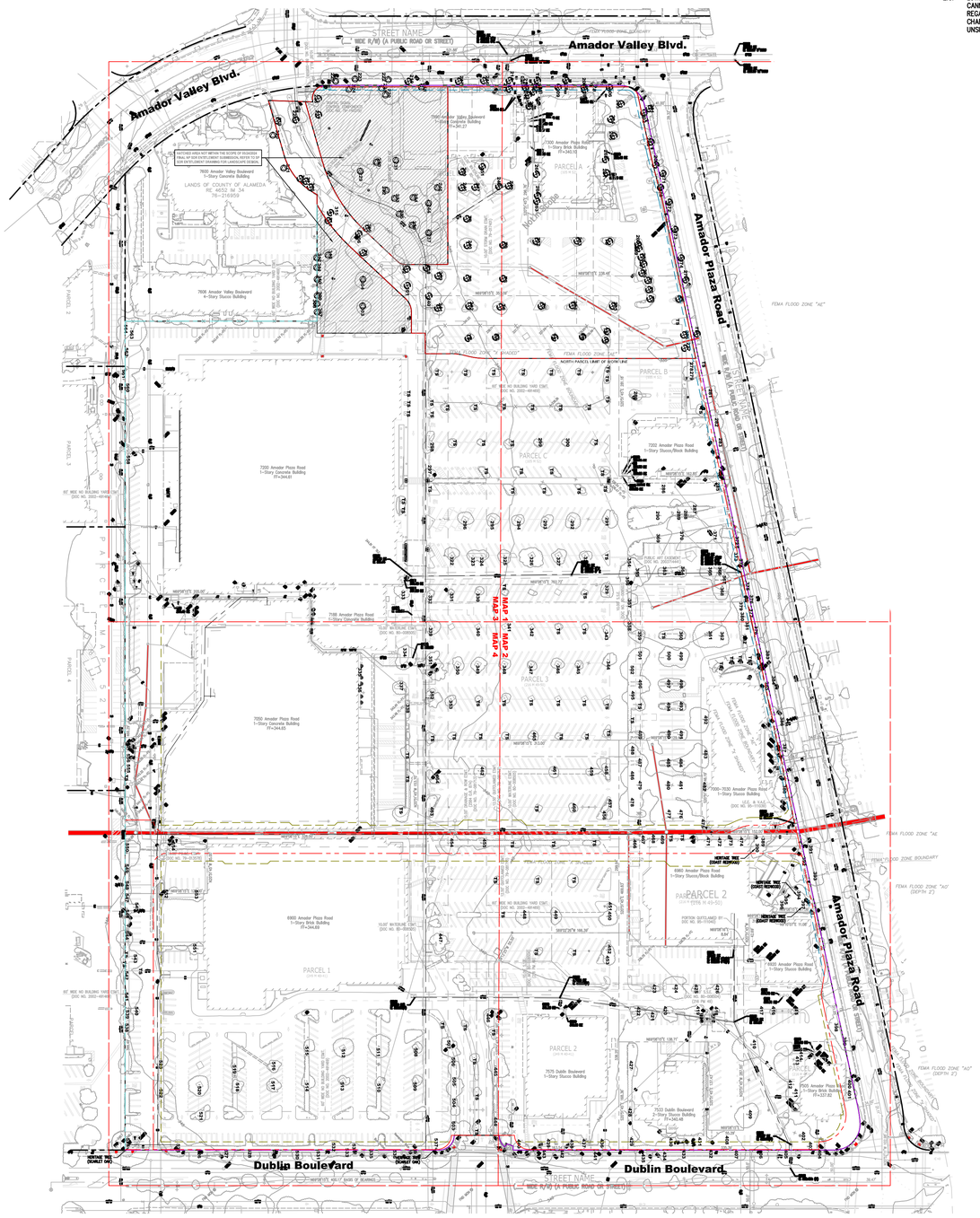
Description
SCHEDULES

Scale
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Drawing North

L1.00

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0 50' 100'

1" = 100'

NOTE:
1. CONDITION: 1=POOR, 5=EXCELLENT
2. SUITABILITY FOR PRESERVATION:
   - 2.1. HIGH: TREES WITH GOOD HEALTH AND STRUCTURAL STABILITY THAT HAVE THE POTENTIAL FOR LONGEVITY AT THE SITE.
   - 2.2. MODERATE: TREES WITH SOMEWHAT DECLINING HEALTH AND/OR STRUCTURAL DEFECTS THAT CAN BE ABATED WITH TREATMENT. THE TREE WILL REQUIRE MORE INTENSE MANAGEMENT AND MONITORING AND MAY HAVE A SHORTER LIFE SPAN THAN THOSE IN THE 'GOOD' CATEGORY.
   - 2.3. LOW: TREES IN POOR HEALTH OR WITH SIGNIFICANT STRUCTURAL DEFECTS THAT CANNOT BE MITIGATED. THE TREE IS EXPECTED TO CONTINUE TO DECLINE, REGARDLESS OF TREATMENT. THE SPECIES OR INDIVIDUAL MAY HAVE CHARACTERISTICS THAT RE UNDESIRABLE FOR LANDSCAPES, AND GENERALLY ARE UNSUITED FOR USE AREAS.

TREE IDENTIFICATION

TREE TAG	SPECIES	CONDITION	TRUNK DIA. (INCHES)	SUITABILITY FOR PRESERVATION	HERITAGE TREE	TO BE REMOVED (YES/NO)
201	CALLERY PEAR	3	16	MODERATE	NO	YES
202	RED OAK	4	16	HIGH	NO	YES
203	LONDON PLANE	4	29	MODERATE	NO	YES
204	COAST LIVE OAK	4	10	HIGH	NO	YES
205	WINDMILL PALM	3	11	MODERATE	NO	YES
206	RED OAK	2	17	LOW	NO	YES
207	RED OAK	3	7	MODERATE	NO	YES
208	LONDON PLANE	4	12	HIGH	NO	YES
209	RED OAK	3	11	HIGH	NO	YES
211	LONDON PLANE	1	13	LOW	NO	YES
212	CANARY ISLAND PINE	4	25	MODERATE	NO	YES
213	RED OAK	3	9	MODERATE	NO	YES
214	LONDON PLANE	3	7	MODERATE	NO	YES
215	RED OAK	4	12	HIGH	NO	YES
216	LONDON PLANE	4	10	HIGH	NO	YES
217	LONDON PLAN	4	7	HIGH	NO	YES
218	RED OAK	4	19	HIGH	NO	NO
219	LONDON PLANE	2	6	LOW	NO	YES
220	CANARY ISLAND PINE	3	17	MODERATE	NO	NO
221	CANARY ISLAND PINE	3	12	MODERATE	NO	NO
222	LONDON PLANE	3	7	MODERATE	NO	NO
223	LONDON PLANE	3	9	MODERATE	NO	NO
224	RED OAK	4	16	MODERATE	NO	NO
225	LONDON PLANE	5	15	HIGH	NO	NO
226	EVERGREEN PEAR	2	8	LOW	NO	YES
227	EVERGREEN PEAR	1	12	LOW	NO	YES
228	SWEETGUM	3	10	MODERATE	NO	YES
229	CANARY ISLAND PINE	5	24	HIGH	NO	NO
230	EVERGREEN PEAR	4	7	HIGH	NO	NO
231	CRAPE MYRTLE	4	6	HIGH	NO	NO
232	SOUTHERN LIVE OAK	3	9	MODERATE	NO	NO
233	SOUTHERN LIVE OAK	4	16	HIGH	NO	NO
234	SOUTHERN LIVE OAK	4	12	HIGH	NO	NO
235	RAYWOOD ASH	4	10	HIGH	NO	NO
236	RAYWOOD ASH	3	14	MODERATE	NO	NO
237	SOUTHER LIVE OAK	4	14	HIGH	NO	NO
238	SOUTHER LIVE OAK	4	12	HIGH	NO	YES
239	SOUTHER LIVE OAK	4	7	MODERATE	NO	YES
240	SOUTHER LIVE OAK	4	11	MODERATE	NO	YES
241	SOUTHER LIVE OAK	4	9	MODERATE	NO	YES
242	SOUTHER LIVE OAK	4	10	MODERATE	NO	YES
243	SOUTHER LIVE OAK	4	10	MODERATE	NO	YES
244	SOUTHER LIVE OAK	4	10	MODERATE	NO	NO
245	SOUTHER LIVE OAK	4	8	HIGH	NO	NO
246	SOUTHER LIVE OAK	4	6	HIGH	NO	YES
247	SOUTHER LIVE OAK	3	8	MODERATE	NO	YES
248	SOUTHER LIVE OAK	3	8	MODERATE	NO	YES
249	SOUTHER LIVE OAK	3	8	MODERATE	NO	YES
250	CRAPE MYRTLE	5	6	HIGH	NO	YES
251	CRAPE MYRTLE	5	6	HIGH	NO	YES
252	CAROB	4	6	HIGH	NO	YES
253	CAROB	2	8	LOW	NO	YES
255	CAROB	2	7	LOW	NO	YES
256	CAROB	3	14	MODERATE	NO	YES
257	CANARY ISLAND PINE	3	13	MODERATE	NO	YES
258	CANARY ISLAND PINE	4	11	HIGH	NO	YES
259	CANARY ISLAND PINE	3	13	MODERATE	NO	YES
260	CANARY ISLAND PINE	2	6	LOW	NO	YES
261	LONDON PLANE	2	9	LOW	NO	YES
262	NICHOL'S WILLOWLEAFED PEPPERMINT	3	33	MODERATE	NO	YES
263	NICHOL'S WILLOWLEAFED PEPPERMINT	3	28	LOW	NO	YES
264	NICHOL'S WILLOWLEAFED PEPPERMINT	2	24	LOW	NO	YES
265	WESTERN SYCAMORE	3	17	MODERATE	NO	YES
266	NICHOL'S WILLOWLEAFED PEPPERMINT	2	19	LOW	NO	YES
267	NICHOL'S WILLOWLEAFED PEPPERMINT	1	14	LOW	NO	YES
268	RED OAK	2	7	LOW	NO	YES
269	RED OAK	2	7	LOW	NO	YES
270	RED OAK	2	10	LOW	NO	YES
271	CALLERY PEAR	3	7	MODERATE	NO	YES
272	CALLERY PEAR	3	8	MODERATE	NO	YES
273	CALLERY PEAR	2	12	LOW	NO	YES
274	CALLERY PEAR	3	7	MODERATE	NO	YES
275	CALLERY PEAR	3	12	MODERATE	NO	YES
276	CANARY ISLAND PINE	3	19	MODERATE	NO	YES
277	CANARY ISLAND PINE	3	20	MODERATE	NO	YES
305	COAST REDWOOD	2	18	LOW	NO	YES
306	COAST REDWOOD	0	9	LOW	NO	YES
314	COAST REDWOOD	2	16	LOW	NO	YES
315	COAST REDWOOD	3	18	MODERATE	NO	YES
316	EVERGREEN PEAR	3	10	MODERATE	NO	YES
317	EVERGREEN PEAR	2	9	LOW	NO	YES
318	EVERGREEN PEAR	2	6	LOW	NO	YES
319	EVERGREEN PEAR	3	10	MODERATE	NO	YES

KEY PLAN

SHEET NOTES

TREE DEMOLITION & PROTECTION LEGEND

— — —	LIMIT OF WORK LINE
xxx	TREE AND TAG#
	EXISTING TREE TO REMAIN AND BE PROTECTED IN PLACE REFER TO DETAIL
	EXISTING TREES TO BE DEMOLISHED AND REMOVED. REMOVAL SHALL INCLUDE ENTIRE ROOT BALL.

NOTE:

1. REFER TO SHEET L1.01 FOR TREE REMOVAL AND PROTECTION SCHEDULE.
2. LOCATION OF HERITAGE TREES, AS DESIGNATED BY THE CITY OF DUBLIN HERITAGE TREE ORDINANCE, HAVE BEEN IDENTIFIED. THEY WILL BE REMOVED DUE TO ITS LOCATION IN THE PROJECT DEVELOPMENT:(SOUTH PARCEL)
   - 2.1. TREE NO. 390 – IN NEW ROAD
   - 2.2. TREE NO. 394 & 397 – IN BUILDING
   - 2.3. TREE NO. 524 & 537 – IN STREETSCAPE IMPROVEMENT.
3. A TOTAL OF 5 HERITAGE TREES (DIA. 24 INCHES) WILL BE REMOVED AND THE OWNER WILL PROCEED WITH THE PERMITTING PROCESS.
4. TREES DESIGNATED FOR REMOVAL ARE BASED ON HEALTH, AS DETERMINED BY A MARCH 2023 TREE SURVEY, AND BY LOCATION RELATIVE TO PROPOSED CONSTRUCTION.

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Dublin Place - North Parcel

Project Number
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Description
TREE PROTECTION AND REMOVAL PLAN

Scale
As indicated

Drawing North

L1.01

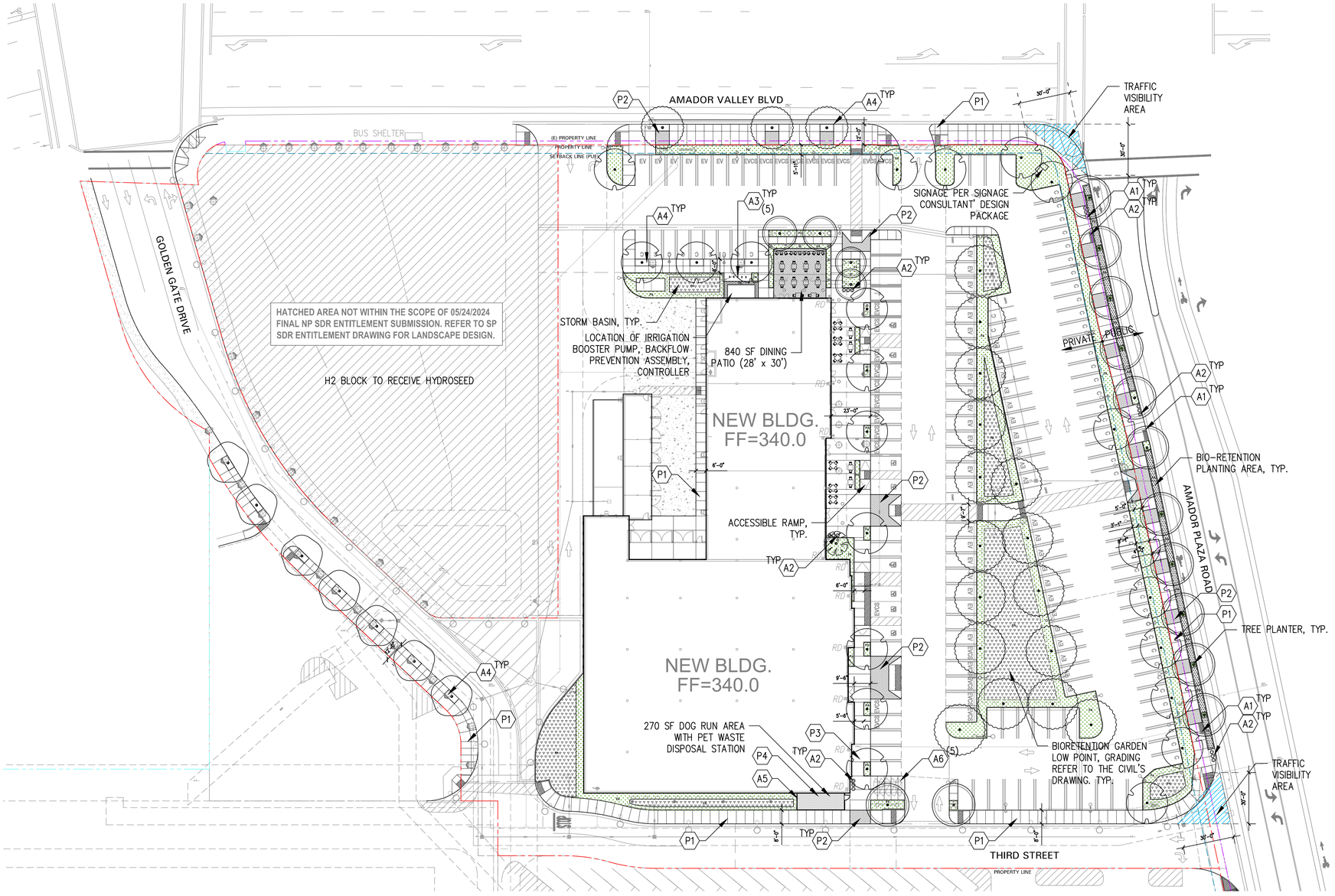
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STATEMENT OF OVERALL DESIGN THEME

DUBLIN PLACE WILL BE THE SETTING FOR THE CELEBRATION OF "NATURE IN THE CITY", A SETTING WHERE THE BEAUTIFUL, REGIONAL QUALITIES OF DUBLIN MERGE WITH THE URBAN INFLUENCES OF A THRIVING CITY AND CREATE A ROBUST, VERDANT "LIVING ROOM FOR THE COMMUNITY".

THROUGH INVENTORY OF THE EXISTING URBAN FOREST, DUBLIN PLACE WILL INTEGRATE CANOPY THAT IS NATIVE AND ADAPTIVE TO THE REGION, AND FURTHER AMPLIFIED BY UNDERSTORY THAT IS RECOGNIZABLE AT THE PEDESTRIAN SCALE. AREAS FOR LANDSCAPE ARE MAXIMIZED AND ESTABLISH A SAFE AND COMFORTABLE PEDESTRIAN NETWORK, STORMWATER COLLECTION AREAS, AND CANVASES FOR SEASONAL COLOR.

STREETSCAPES ALIGN WITH THE CITY OF DUBLIN'S DESIGN GUIDELINES FOR CANOPY AND FURNISHING SELECTIONS IN CONSIDERATION FOR THE ABILITY OF DUBLIN PLACE TO SEAMLESSLY INTEGRATE WITH THE PRESENT AND FUTURE OF DUBLIN'S VISION FRAMEWORK.



SHEET NOTES

LAYOUT LEGEND	
▶	BUILDING ENTRY
●	TREE TRUNK
PA	PLANTING AREA
PA	STORM WATER PLANTING AREA
PA	VINE PLANTING AREA
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
	SETBACK LINE (PUE)
	SETBACK LINE (PAE)

NOTES:

1. TREES SHALL BE 5'-0" MIN. FROM DRIVEWAY APRON.
2. TREES SHALL BE 10'-0" MIN. FROM STREET LIGHTS.
3. TREES SHALL BE 3'-0" MIN. FROM SITE FURNITURE.
4. TREES SHALL BE 5'-0" MIN. FROM UTILITIES.
5. REFER TO LTG. PLANS FOR LTG. TYPOLOGIES.

PAVING SCHEDULE (P)

KEY	DESCRIPTION	MATERIAL	PERVIOUS/NON
P1	SIDEWALKS	CONCRETE	NON-PERVIOUS
P2	SIDEWALK BANDS	PRE-CAST CONCRETE PAVERS	NON-PERVIOUS
P3	INTERIOR SIDEWALKS	CONCRETE	NON-PERVIOUS
P4	DOG RUN	ARTIFICAL TURF	PERVIOUS

NOTE:
1. REFER TO L1.00 FOR FULL SCHEDULE.

AMENITY SCHEDULE (A)

KEY	DESCRIPTION	MATERIAL
A1	SITE BENCH (BACKED)	THERMALLY MODIFIED ASH / ALUMINUM
A2	LITTER RECEPTACLE (RECYCLE, TRASH, COMPOST)	POWDERCOATED METAL
A3	ON-SITE BIKE RACK	POWDERCOATED METAL
A4	TREE GRATE	POWDERCOATED METAL
A5	DOG RUN PICKET FENCE	PAINTED METAL
A6	LONG-TERM ON-SITE BIKE STORAGE LOCKER	POWDERCOATED METAL

NOTE:
1. REFER TO L1.00 FOR FULL SCHEDULE.

MAINTENANCE RESPONSIBILITY NOTES:

1. THE OWNER WILL BE RESPONSIBLE FOR LANDSCAPED AREA INCLUDING TREES, UNDERSTORY PLANTS, SITE ELEMENTS & FURNISHINGS, WALLS & FENCES WITHIN THE PROPERTY LINE, AND SITE FURNISHINGS (LITTER RECEPTACLE & BENCH) & SIDEWALK IN THE PUBLIC RIGHT-OF-WAY.
2. ALL FRONTAGE LANDSCAPE TO BE MAINTAINED BY THE OWNER.
3. THE PROPERTY OWNER WILL BE RESPONSIBLE FOR THE STREET TREES IN THE PUBLIC RIGHT-OF-WAY.

KEY PLAN

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LAYOUT PLAN

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Drawing North

L2.00

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UNDERSTORY PALETTE - TYPOLOGY 1

ABBREVIATION	BOTANICAL NAME	COMMON NAME	WATER USAGE	HEIGHT/WIDTH	SIZE	SPACING
ANI FLA	ANIGOZANTHOS FLAVIDUS	KANGAROO PAW	LOW	(H)3'-6' (W)2'-4'	5 GAL	36" O.C.
CAL LIT	CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN CALLISTEMON	LOW	(H)3'-5' (W)6'-8'	5 GAL	36" O.C.
LAV	LAVANDULA SPP	LAVENDER	LOW	(H)1.5'-3' (W)2'-3'	5 GAL	36" O.C.
PIT CRA	PITTOSPORUM CRASSIFOLIUM 'COMPACTA'	DWARF KARO	LOW	(H)2'-3' (W)4'-6'	5 GAL	30" O.C.
PHO TEN	PHORMIUM TENAX	FLAX	LOW	(H)1'-12' (W)1'-3'	5 GAL	48" O.C.
WES FRU	WESTRINGIA FRUTICOSA	COAST ROSEMARY	LOW	(H)4'-6' (W)4'-5'	5 GAL	36" O.C.
PRU CAR	PRUNUS CAROLINIANA 'COMPACTA'	DWARF CAROLINA LAUREL CHERRY	MOD	(H)6-12' UTILITY SCREENING	15 GAL	36" O.C.

NOTES:
1. TOTAL LANDSCAPE AREA PROVIDED (TYPOLOGY 1): 11,228 SF (6.6% OF SITE AREA).
2. OVERALL SITE AREA: 169,098 SF
3. ABOVE GROUND UTILITIES TO BE SCREENED BY PLANTING.

UNDERSTORY PALETTE - TYPOLOGY 2 (STORMWATER TYPOLOGY)

ABBREVIATION	BOTANICAL NAME	COMMON NAME	WATER USAGE	HEIGHT/WIDTH	SIZE	SPACING
AGA DES	AGAVE DESMETTIANA	SMOOTH AGAVE	LOW	(H)2'-3' (W)3'-4'	5 GAL	36" O.C.
LEY CON	LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE WILD RYE, ISLAND BLUE	LOW	(H)2'-3' (W)3'-4'	5 GAL	36" O.C.
CHO TEC	CHONDROPETALUM TECTORUM	CAPE RUSH	LOW	(H)2'-3' (W)3'-4'	5 GAL	42" O.C.
JUN PAT	JUNCUS PATENS	CALIFORNIA GRAY RUSH	LOW	(H)1'-2' (W)1'-2'	5 GAL	36" O.C.
ACH MIL	ACHILLEA MILLEFOLIUM	COMMON YARROW - WHITE	VERY LOW	(H)2'-3' (W)3'	5 GAL	42" O.C.
SAL CLE	SALVIA CLEVELANDII 'WINIFRED GILLMAN'	WINIFRED GILLMAN BLUE SAGE	LOW	(H)3'-6' (W)3'-6'	5 GAL	42" O.C.

NOTES:
1. TOTAL LANDSCAPE AREA PROVIDED (TYPOLOGY 2): 7,000 SF (4.1% OF SITE AREA).
2. OVERALL SITE AREA: 169,098 SF.
3. ABOVE GROUND UTILITIES TO BE SCREENED BY PLANTING.

TREE SCHEDULE

SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	HEIGHT/WIDTH	LOCATION
TREES							
	QUE COC	QUERCUS COCCINEA	SCARLET OAK	36" BOX	PER PLAN	(H)50'-70' (W)40'-50'	AMADOR VALLEY BLVD.
	ULM PAR	ULMUS PARVIFOLIA	CHINESE EVERGREEN ELM	36" BOX	PER PLAN	(H)40'-50' (W)25'-40'	AMADOR PLAZA ROAD
	LAG IND	LAGERSTROEMIA INDICA	CREPE MYRTLE	48" BOX (MULTI)	PER PLAN	(H)10'-30' (W)15'-25'	SITE
	PLA ACE	PLATANUS ACERIFOLIA	LONDON PLANE TREE	48" BOX	PER PLAN	(H)75' (W)80'	SITE
	GLE TRI	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	THORNLESS HONEY LOCUST	48" BOX	PER PLAN	(H)50'-70' (W)35'-50'	GOLDEN GATE

NOTES:
1. REFER TO L3.00 FOR FULL SCHEDULE.
2. TREES SHALL BE 5'-0" MIN. FROM DRIVEWAY APRON.
3. TREES SHALL BE 15'-0" MIN. FROM STREET LIGHTS.
4. TREES SHALL BE 3'-0" MIN. FROM SITE FURNITURE.
5. TREES SHALL BE 5'-0" MIN. FROM UTILITIES.
6. TREES SHALL BE 5'-0" MIN. FROM FIRE HYDRANTS.
7. 65 TOTAL TREES PROVIDED.
8. 42 TOTAL TREES PROVIDED IN THE PARKING LOT.

MULCH NOTES:
1. ALL MULCH AND COMPOST USED IN STORMWATER MANAGEMENT MEASURES AND GENERAL LANDSCAPE AREAS SHALL MEET SB 1383 REGULATORY REQUIREMENTS. COMPOST MUST BE PRODUCED AT A PERMITTED COMPOSTING FACILITY; DIGESTATE, BIOSOLIDS, MANURE AND MULCH DO NOT QUALIFY AS COMPOST. ELIGIBLE MULCH MUST BE DERIVED FROM ORGANIC MATERIALS AND BE PRODUCED AT A PERMITTED TRANSFER STATION, LANDFILL, OR COMPOSTING FACILITY. EXAMPLES OF ALLOWED COMPOST INCLUDE ARBOR MULCH AND COMPOSTED MULCH. EXAMPLES OF ALLOWED MULCH INCLUDE MULCH MADE FROM RECYCLED PALLETS AND DIMENSIONAL LUMBER, AGED TREE TRIMMINGS, WOOD FINES, AND SCREENED COMPOST OVERS. MULCH MUST MEET OR EXCEED THE PHYSICAL CONTAMINATION, MAXIMUM METAL CONCENTRATION, AND PATHOGEN DENSITY STANDARDS FOR LAND APPLICATION SPECIFIED IN 14 CCR 17852(A)(24.5)(A)1 THROUGH 3.
2. APPLICANT SHALL KEEP AND MAINTAIN A COPY OF ALL RECORDS PERTAINING TO THE PROCUREMENT OF SB 1383 COMPLIANT COMPOST AND MULCH. APPLICANT SHALL PROVIDE TO THE PUBLIC WORKS DEPARTMENT RECORDS INDICATING THE TOTAL COMPOST AND MULCH PROCURED OR USED, THE QUANTITY OF COMPOST (TONS OR CUBIC YARDS) AND MULCH (TONS) PROCURED FROM EACH FACILITY OR ENTITY, FACILITY OR VENDOR INFORMATION (NAME OF FACILITY, ADDRESS, CONTACT INFORMATION), A GENERAL DESCRIPTION OF HOW THE COMPOST AND/OR MULCH WAS USED, AND WHERE COMPOST AND MULCH WAS USED, AND INVOICES DEMONSTRATING PROCUREMENT.
3. POST-MASS GRADING WELO COMPLIANT SOILS ANALYSIS TO BE SUBMITTED REQUIRED PRIOR TO PLANTING.

SHEET NOTES

KEY PLAN

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△ Date	Description
04/21/2023	Preliminary SDR Submittal 1
10/27/2023	Preliminary SDR Submittal 2
04/10/2024	Preliminary SDR Submittal 3
05/24/2024	Final SDR Submittal

Seal / Signature

NOT FOR CONSTRUCTION

Project Name
Dublin Place - North Parcel

Project Number
05.3870.000

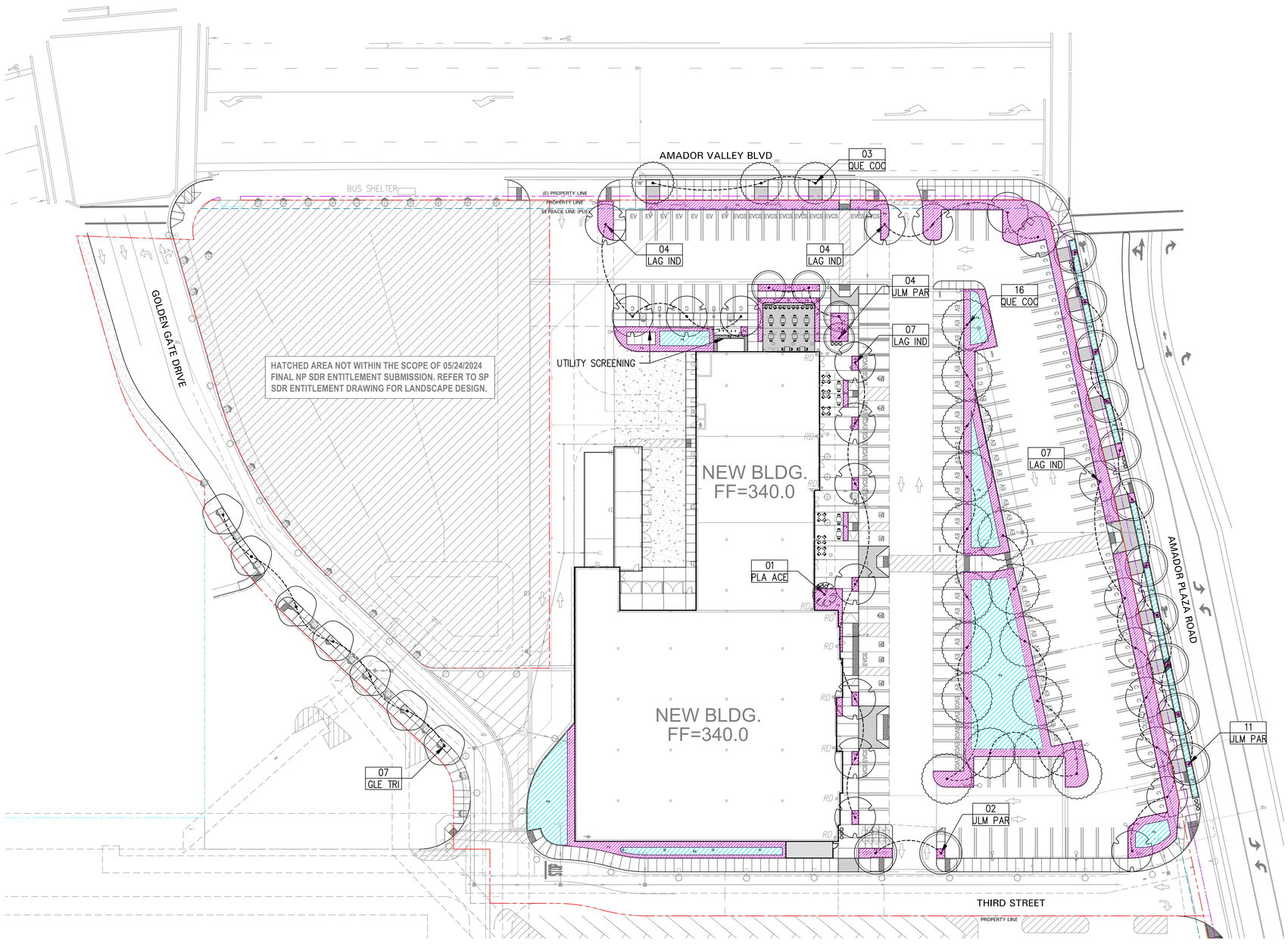
Description
PLANT SCHEDULES

Scale
As indicated

Drawing North

L3.00

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SHEET NOTES

TREE SCHEDULE

SYMBOL	ABBREVIATION	BOTANICAL NAME	COMMON NAME	LOCATION
TREES				
	QUE COC	QUERCUS COCCINEA	SCARLET OAK	AMADOR VALLEY BLVD.
	ULM PAR	ULMUS PARVIFOLIA	CHINESE EVERGREEN ELM	AMADOR PLAZA ROAD
	LAG IND	LAGERSTROEMIA INDICA	CREPE MYRTLE	SITE
	PLA ACE	PLATANUS ACERIFOLIA	LONDON PLANE TREE	SITE
	GLE TRI	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	THORNLESS HONEY LOCUST	GOLDEN GATE

NOTES:
1. REFER TO L3.00 FOR FULL SCHEDULE.
2. TREES SHALL BE 5'-0" MIN. FROM DRIVEWAY APRON.
3. TREES SHALL BE 15'-0" MIN. FROM STREET LIGHTS.
4. TREES SHALL BE 3'-0" MIN. FROM SITE FURNITURE.
5. TREES SHALL BE 5'-0" MIN. FROM UTILITIES.
6. TREES SHALL BE 5'-0" MIN. FROM FIRE HYDRANTS.
7. 62 TOTAL TREES PROVIDED.
8. 42 TOTAL TREES PROVIDED IN THE PARKING LOT.

MULCH NOTES:
1. ALL MULCH AND COMPOST USED IN STORMWATER MANAGEMENT MEASURES AND GENERAL LANDSCAPE AREAS SHALL MEET SB 1383 REGULATORY REQUIREMENTS. COMPOST MUST BE PRODUCED AT A PERMITTED COMPOSTING FACILITY. DIGESTATE, BIOSOLIDS, MANURE AND MULCH DO NOT QUALIFY AS COMPOST. ELIGIBLE MULCH MUST BE DERIVED FROM ORGANIC MATERIALS AND BE PRODUCED AT A PERMITTED TRANSFER STATION, LANDFILL, OR COMPOSTING FACILITY. EXAMPLES OF ALLOWED COMPOST INCLUDE ARBOR MULCH AND COMPOSTED MULCH. EXAMPLES OF ALLOWED MULCH INCLUDE MULCH MADE FROM RECYCLED PALLETS AND DIMENSIONAL LUMBER, AGED TREE TRIMMINGS, WOOD FINES, AND SCREENED COMPOST OVERS. MULCH MUST MEET OR EXCEED THE PHYSICAL CONTAMINATION, MAXIMUM METAL CONCENTRATION, AND PATHOGEN DENSITY STANDARDS FOR LAND APPLICATION SPECIFIED IN 14 CCR 17852(A)(24.5)(A)1 THROUGH 3.
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UNDERSTORY PALETTE - TYPOLOGY 1

ABBREVIATION	BOTANICAL NAME	COMMON NAME
ANI FLA	ANIGOZANTHOS FLAVIDUS	KANGAROO PAW
CAL LIT	CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN CALLISTEMON
LAV	LAVANDULA SPP	LAVENDER
PIT CRA	PITTOSPORUM TOBIRA'PODULUM COMPACTA'	DWARF KARO
PHO TEN	PHORMIUM TENAX	FLAX
WES FRU	WESTRINGIA FRUTICOSA	COAST ROSEMARY
PRU CAR	PRUNUS CAROLINIANA 'COMPACTA'	DWARF CAROLINA LAUREL CHERRY

NOTE:
1. REFER TO L3.00 FOR FULL SCHEDULE.
2. TOTAL LANDSCAPE AREA PROVIDED (TYPOLOGY 1 + 2): 16,143SF (9.5%).
3. OVERALL SITE AREA: 169,098 SF

UNDERSTORY PALETTE - TYPOLOGY 2 (STORMWATER TYPOLOGY)

ABBREVIATION	BOTANICAL NAME	COMMON NAME
AGA DES	AGAVE DESMETTIANA	SMOOTH AGAVE
LEY CON	LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE WILD RYE, ISLAND BLUE
CHO TEC	CHONDROPETALUM TECTORUM	CAPE RUSH
JUN PAT	JUNCUS PATENS	CALIFORNIA GRAY RUSH
ACH MIL	ACHILLEA MILLEFOLIUM	COMMON YARROW - WHITE
SAL CLE	SALVIA CLEVELANDII 'WINIFRED GILLMAN'	WINIFRED GILLMAN BLUE SAGE

NOTE:
1. REFER TO L3.00 FOR FULL SCHEDULE.
2. TOTAL LANDSCAPE AREA PROVIDED (TYPOLOGY 1 + 2): 16,143 SF.
3. OVERALL SITE AREA: 169,098 SF

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Dublin Place - North Parcel

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Description
PLANTING PLAN

Scale
As indicated

Drawing North

L4.00

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2015 MWELO WATER EFFICIENT LANDSCAPE WORKSHEET

Project Dublin Commons North Parcel
Reference Evapotranspiration (ETo): 46.2

Glasir Design
Irrigation Consulting
CID#4854-glasirdesign.com

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
#1 low shrub	0.2	Drip	0.81	0.25	9,622	2,375.80	68,052.49
#2 low bio shrub	0.3	Drip	0.81	0.37	8,317	3,080.37	88,234.13
#3 med trees	0.5	Microspray	0.75	0.67	1,040	693.33	19,859.84
			0.75	0.00		0.00	0.00
			0.75	0.00		0.00	0.00
				Totals	18,979	6,149.51	176,146.45
Special Landscape Areas							
				1		0.00	0.00
				1		0.00	0.00
				1			
				Totals	0	0.00	0.00
						ETWU Total	176,146.45
						Maximum Allowed Water Allowance (MAWA)[e]	244,635.51

[a] Refer to legend for Hydrozone description.

[d] ETWU **(Annual Gallons Required)** = *Eto x 0.62 x ETAF x Area*
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e] MAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet. SLA is the total special landscape area in square feet.
and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	6,150
Total Area	18,979
Average ETAF	**0.32**

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas Including SLA

Total ETAF x Area	6,149.51
Total Area	18,979
Sitewide ETAF	**0.32**

IRRIGATION EQUIPMENT PERFORMANCE STANDARDS:

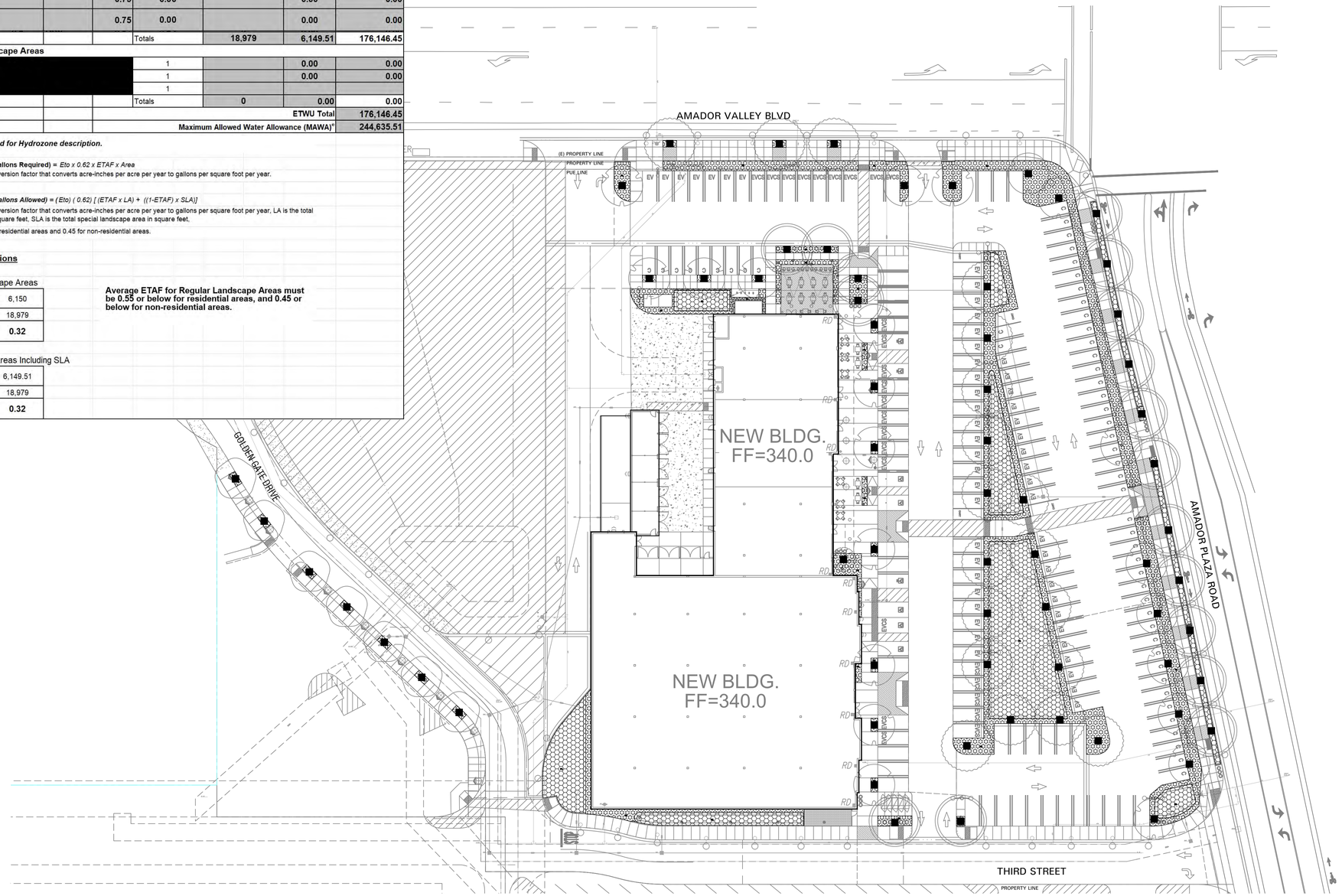
- ALL SHRUB, GROUNDCOVER, AND VINES SHALL BE IRRIGATED USING PRESSURE COMPENSATING DRIPLINE WITH BUILT IN EMITTERS.
- ALL TREES SHALL BE IRRIGATED USING POP-UP SPRINKLERS WITH MICROSPRAY NOZZLES.
- THE IRRIGATION CONTROLLER SHALL BE WEATHER-BASED WITH A ON-SITE RAIN SENSOR AND BE CONNECTED TO A MASTER VALVE AND FLOW SENSOR.
- THE CONTROLLER SHALL HAVE THE ABILITY TO BE REMOTE ACCESSED VIA A CELLULAR COMMUNICATION CARD.
- ALL REMOTE CONTROL VALVES, SPRINKLERS AND DRIPLINE SHALL BE PRESSURE REGULATING.
- ALL SPRINKLER HEADS AND DRIPLINE SHALL HAVE A CHECK VALVE FEATURE, TO PREVENT OVERSPRAY AND LOW HEAD/EMITTER DRAINAGE.
- THE IRRIGATION SYSTEM SHALL HAVE A MINIMUM OPERATING EFFICIENCY OF 75% AND MEET THE STANDARDS OF THE 2015 CALIFORNIA MODEL WATER EFFICIENCY ORDINANCE AND THE CITY OF DUBLIN'S LANDSCAPE ORDINANCE.

HYDROZONE LEGEND

HYDROZONE 1:
LOW WATER SHRUBS WITH DRIP TUBING

HYDROZONE 2:
LOW WATER BIO GARDEN SHRUBS WITH DRIP TUBING

HYDROZONE 3:
PALMS/TREES IRRIGATED WITH MICROSPRAY



SHEET NOTES

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Seal / Signature

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Dublin Place - North Parcel

Project Number
05.3870.000

Description
CONCEPTUAL HYDROZONE PLAN

Scale
As indicated

Drawing North

L5.00

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Water Demand Calculation

PROJECT: Dublin Commons North Parcel METER ID: RW

Design Criteria:

Variables	Description		Site Information		
A =	Total irrigated area in acres	0.43	Total irrigated area	18,939	Sq. Ft.
I =	Inches per week required	1.38	Maximum monthly Eto.	7.40	Inches
SF =	Safety factor (1 + % of factor)	1.00	Irrigation efficiency	0.75	%
H =	Hours per irrigation day of operation	8	Plant factor	0.60	%
D =	Days of irrigation per week	6			

60 = 60 Minutes per hour
27,154 = Gallons of water per acre inch

Standard Calculation for Water Demand:

Water Demand = 27,154 / 60 x A x D x I x H x SF

Water Demand calculation for Project:

Water Demand = 27,154 / 60 x 0.43 x 6 x 1.38 x 8 x 1.00

Water Demand = 6 GPM

Estimated Water Meter Size* =	1.0	INCH
Proposed Meter Type* =	Mag. Disc	

** VERIFY AVAILABILITY AND USE WITH MUNICIPALITY OR WATER PURVEYOR*

IRRIGATION WATER PRESSURE LOSS CALCULATIONS

WATER METER NUMBER	RW	WATER METER SIZE	2	INCHES
WATER METER ELEVATION (FT)	0	HIGHEST HEAD ELEVATION	0	FT
REMOTE CONTROL VALVE #		STATIC WATER PRESSURE (MIN. REQ.)	65	PSI
RCV DEMAND (GPM)	20	TOTAL DEMAND	20	GPM

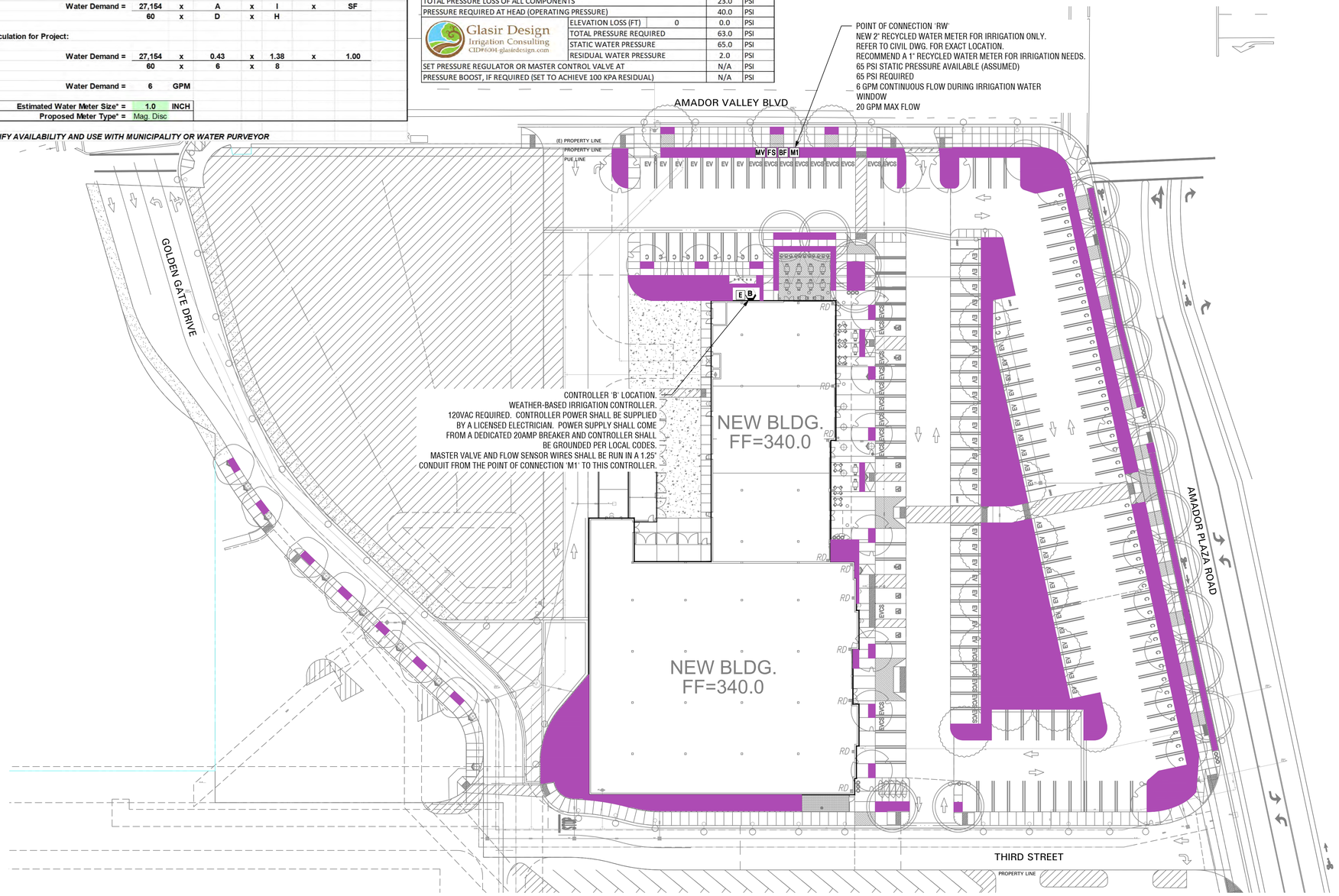
SIZE (INCHES)	DESCRIPTION		GPM	PRESSURE LOSS	
2.00	SERVICE LINE		20	1.00	PSI
2.00	WATER METER (DISC TYPE)		20	0.5	PSI
2.00	BACKFLOW PREVENTION ASSEMBLY (RPZ TYPE)		20	12.0	PSI
2.00	BACKFLOW ASSEMBLY PIPING		20	1.0	PSI
2.00	FILTRATION		20	0.3	PSI
1.50	MASTER VALVE		20	0.5	PSI
1.50	FLOW SENSOR		20	1.2	PSI
1.00	ISOLATION VALVE		20	0.5	PSI
2.00	PVC CLASS 315 MAINLINE (FT)	1000	20	0.4	PSI
1.00	REMOTE CONTROL VALVE ASSEMBLY		20	1.5	PSI
N/A	LATERAL LINE LOSSES		20	4.0	PSI
N/A	FITTING LOSSES		20	0.1	PSI

TOTAL PRESSURE LOSS OF ALL COMPONENTS		23.0	PSI
PRESSURE REQUIRED AT HEAD (OPERATING PRESSURE)		40.0	PSI
ELEVATION LOSS (FT)	0	0.0	PSI
TOTAL PRESSURE REQUIRED		63.0	PSI
STATIC WATER PRESSURE		65.0	PSI
RESIDUAL WATER PRESSURE		2.0	PSI
SET PRESSURE REGULATOR OR MASTER CONTROL VALVE AT		N/A	PSI
PRESSURE BOOST, IF REQUIRED (SET TO ACHIEVE 100 KPA RESIDUAL)		N/A	PSI

Glasir Design Irrigation Consulting
CID#6004-glasirdesign.com

RECYCLED WATER IRRIGATION EQUIPMENT LEGEND

	18,939 SQ. FT.	RECYCLED WATER AREAS
RW	WATER METER	NEW 2" RECYCLED WATER METER PER CIVIL PLAN FOR IRRIGATION ONLY
BF	FEBCO	2" LEAD FREE BACKFLOW PREVENTION ASSEMBLY
MV	T.B.D.	1.5" NORMALLY OPEN BRASS MASTER VALVE
FS	T.B.D.	1" FLOW SENSOR
B	T.B.D.	WEATHER-BASED IRRIGATION CONTROLLER 'B'
E	N/A	



0 16' 32'
1/32" = 1'-0"

SHEET NOTES

KEY PLAN

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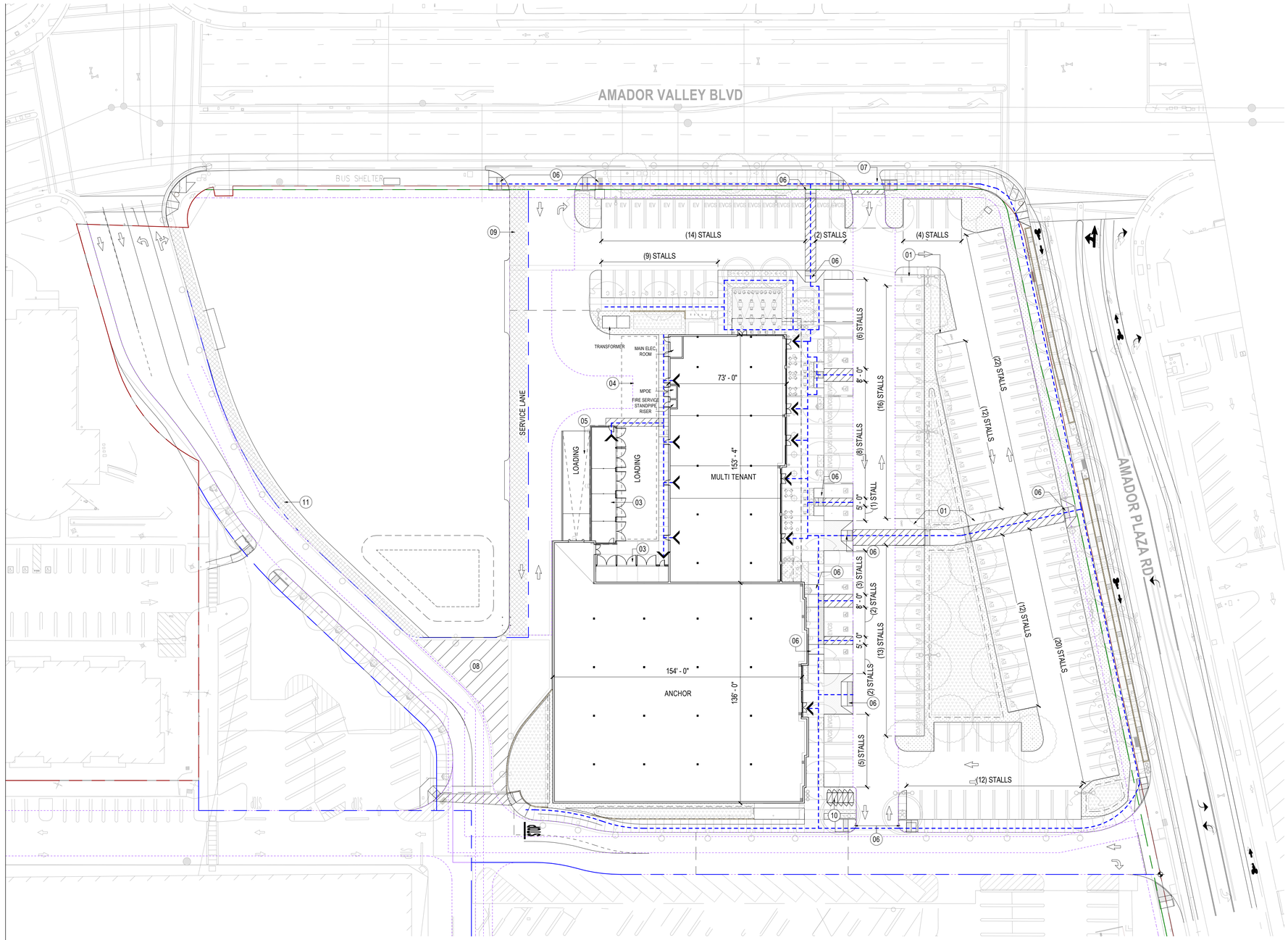
Description
CONCEPTUAL IRRIGATION PLAN

Scale
As indicated

Drawing North

L5.01

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SHEET NOTES

01 CART CORRAL
03 TRASH ENCLOSURE
04 LOADING FOR MULTI TENTANT
05 RECESSED LOADING DOCK FOR ANCHOR
06 CONCRETE CURB RAMP WITH TRUNCATED DOMES, PER CBC SECTION 11B-406.
07 CURB CUT FIRE ACCESS ONLY. REMOVABLE BOLLARDS PROVIDED
08 ROLLED CURB-EXCLUSIVE THROUGH ACCESS FOR LOADING SERVICE ONLY
09 CONSTRUCTION EASEMENT FOR COMPLETION OF SERVICE LANE
10 COVERED, LOCKABLE LONG TERM BICYCLE PARKING. (10 PARKING STALLS)
11 SIDEWALK CONSTRUCTION EASEMENT
12 TEMPORARY CROSSWALK

GENERAL NOTES

LEGEND

EXISTING PROPERTY LINE
NEW PROPERTY LINE
LOT BOUNDRY LINE
SETBACK & EASEMENTLINE
ACCESSIBLE ROUTE
ACCESSIBLE ENTRANCE

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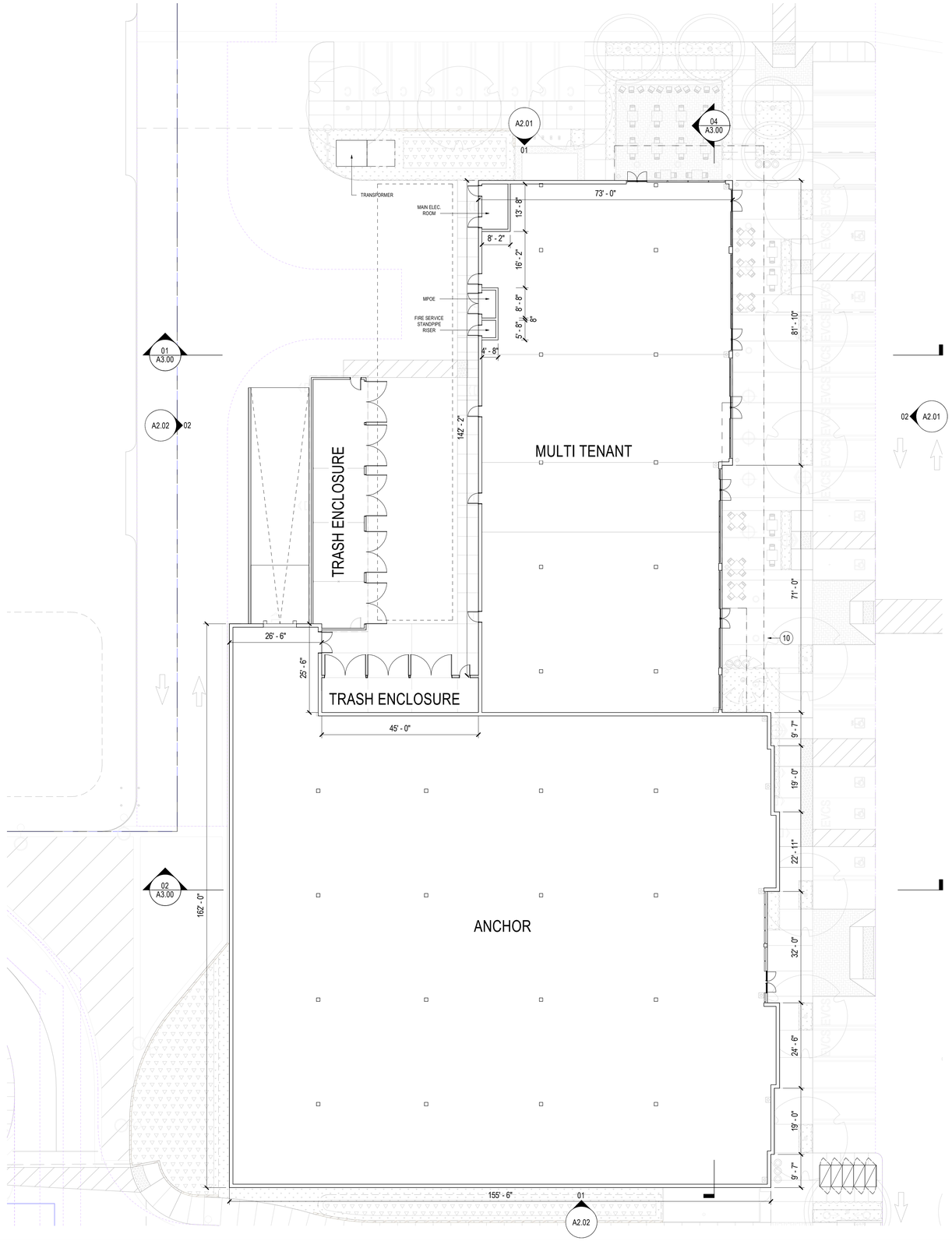
Description
OVERALL SITE PLAN

Scale
1/32" = 1'-0"

A1.00

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SHEET NOTES

10 COVERED, LOCKABLE LONG TERM BICYCLE PARKING. (10 PARKING STALLS)

GENERAL NOTES

A. PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE
B. STOREFRONT OPENING SHOWN DASHED BY TENTANT
C. TENTANT TO PROVIDE 4'-0" OVERHANG PROTECTION AT ENTRANCE DOOR AS REQUIRED BY TITLE 24
D. THIS EXHIBIT IS DIAGRAMATIC. IT IS INTENDED ONLY FOR THE PURPOSE OF INDICATING THE LOCATION OF THE DIMISED PREMISES WITHIN THE PROJECT.
E. DIMENSIONS AND AREAS, WHERE INDICATED FOR INDIVIDUAL PREMISES, ARE MEASURED UNDER THE FOLLOWING:
A) CENTERLINE TO CENTERLINE OF DIMISING WALLS
B) EXTERIOR FACE OF EXTERIOR WALLS
C) TO EXTERIOR FACE OF ANY CORRIDOR OR BUILDING WALL

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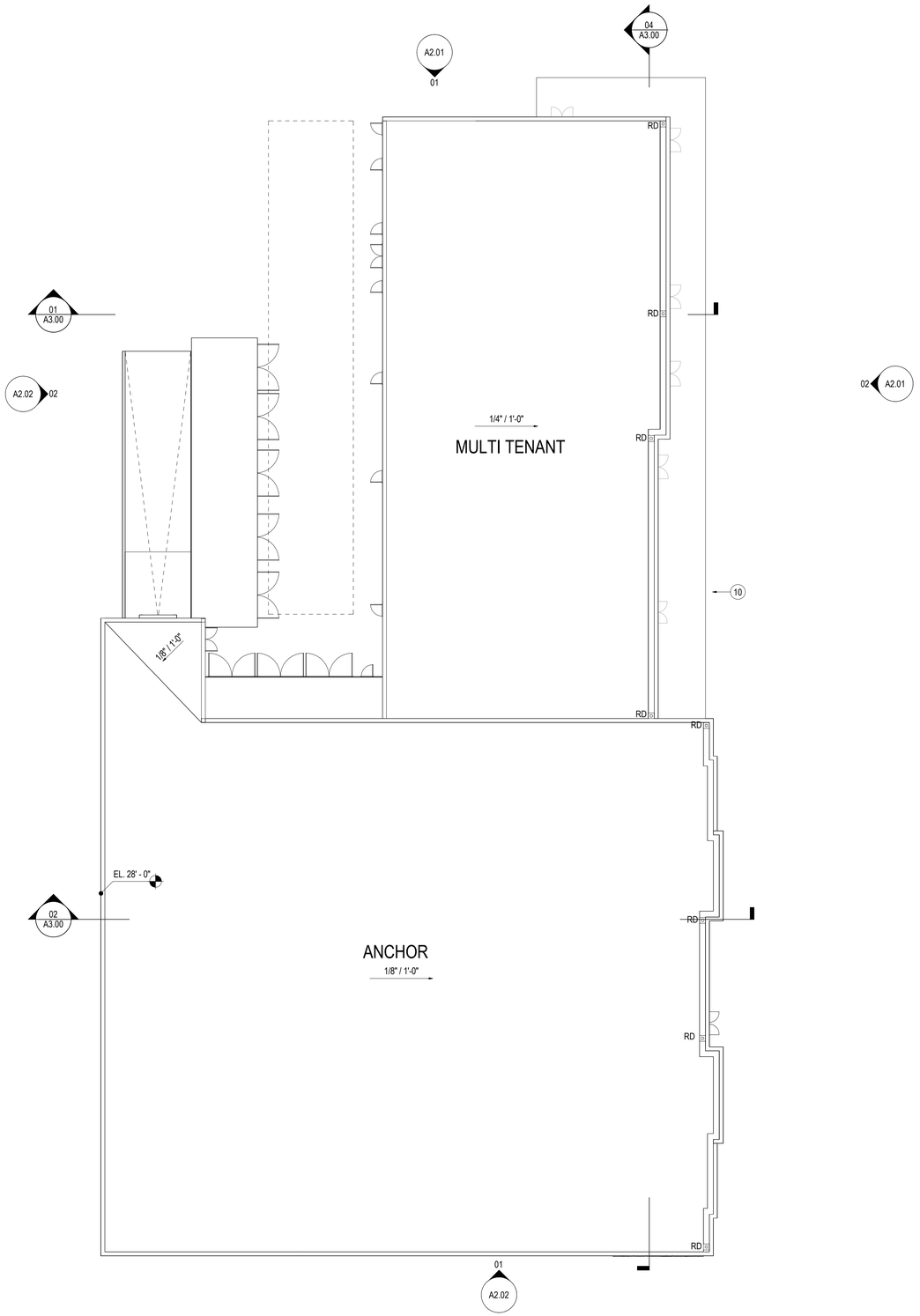
Description
FLOOR PLAN - LEVEL 01

Scale
1/16" = 1'-0"

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SHEET NOTES

10 COVERED, LOCKABLE LONG TERM BICYCLE PARKING. (10 PARKING STALLS)

GENERAL NOTES

LEGEND

- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- LOT BOUNDRY LINE
- SETBACK & EASEMENTLINE
- ACCESSIBLE ROUTE
- ACCESSIBLE ENTRANCE

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	04/21/2023	Preliminary SDR Submittal 1
	10/27/2023	Preliminary SDR Submittal 2
	04/10/2024	Preliminary SDR Submittal 3
	05/24/2024	Final SDR Submittal

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Project Name
Dublin Place - North Parcel

Project Number
05.3870.000

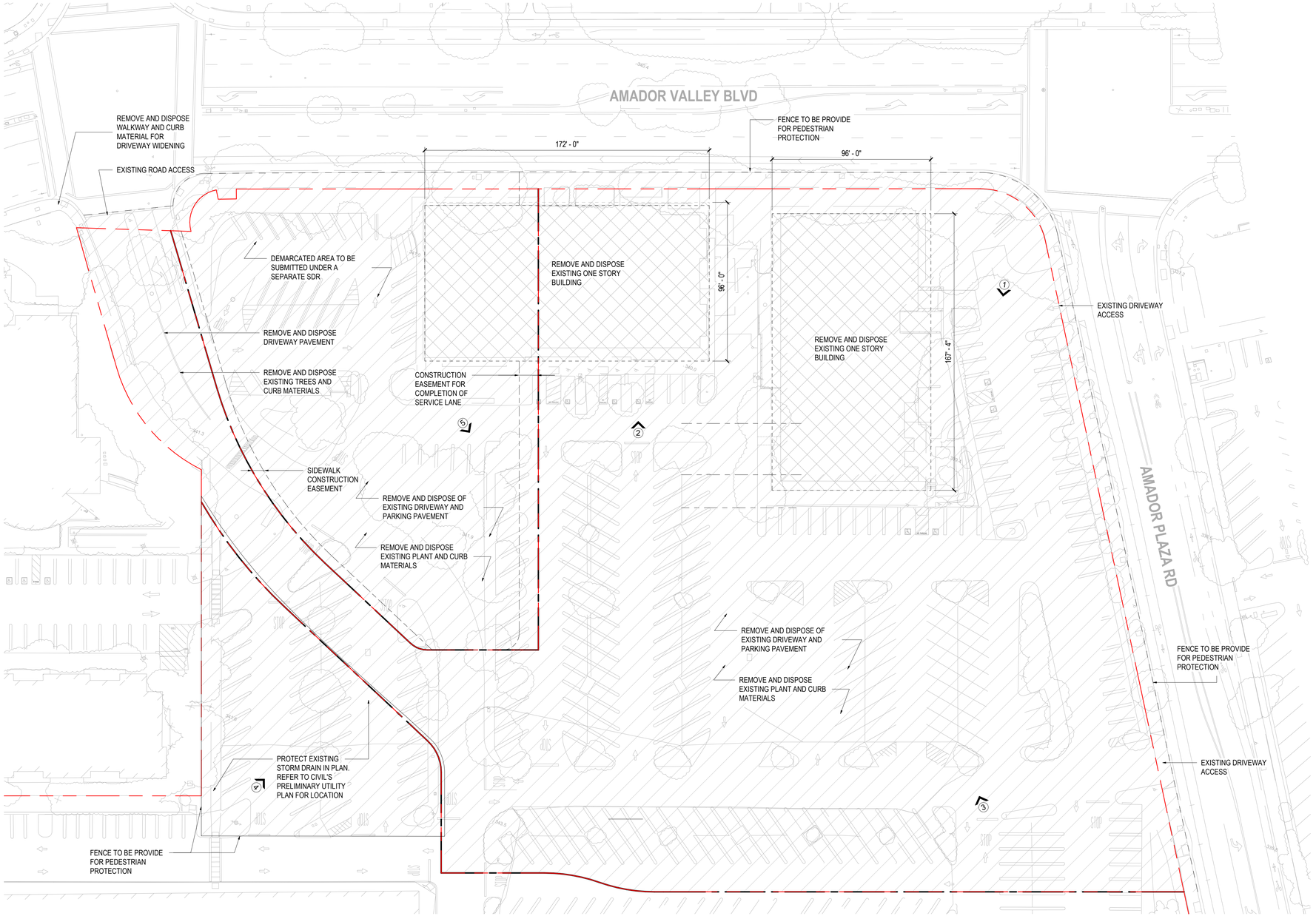
Description
ROOF PLAN

Scale
As indicated

A1.02

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1



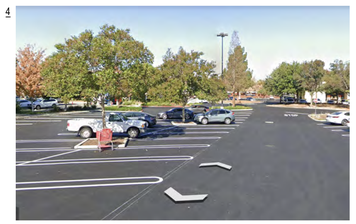
2



3



4



5



SHEET NOTES

GENERAL NOTES

LEGEND

- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- LOT BOUNDRY LINE
- SETBACK & EASEMENTLINE
- ACCESSIBLE ROUTE
- ACCESSIBLE ENTRANCE

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Description
DEMO PLAN

Scale
1/32" = 1'-0"

A1.03

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Description
PERSPECTIVE VIEWS

Scale

A2.00

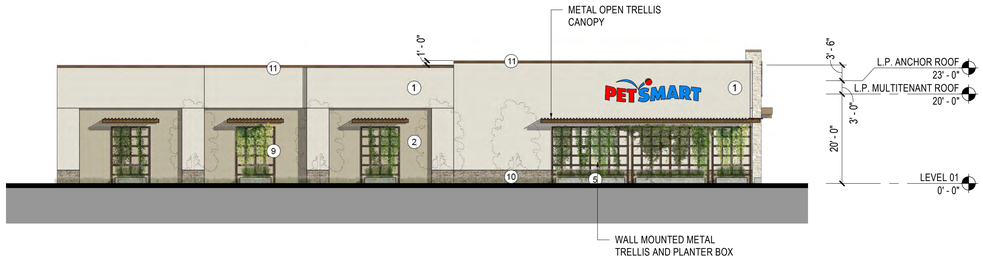
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02 EAST ELEVATION

SCALE: 1/16" = 1'-0"



01 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

SHEET NOTES

1. Stucco, Arctic Cotton
2. Stucco, SW 6105, Devine White
3. Glass, Low E, Low Iron, Insulated Glazing
4. Metal, Anodized Aluminum
5. Architectural Split Face Block, Light Gray
6. Stone Wall, Ligh Gray
7. High Performance Metal, SW 7069, Iron Ore
8. Wood Composite Panels
9. High Performance Metal, SW 6356, Copper Mountain
10. Stone Wall, Gray
11. Pre-finished Metal Continuous Cleat Coping, Color to match adjacent materials
12. Plaster Dunn Edwards DEC760 Desert Gray

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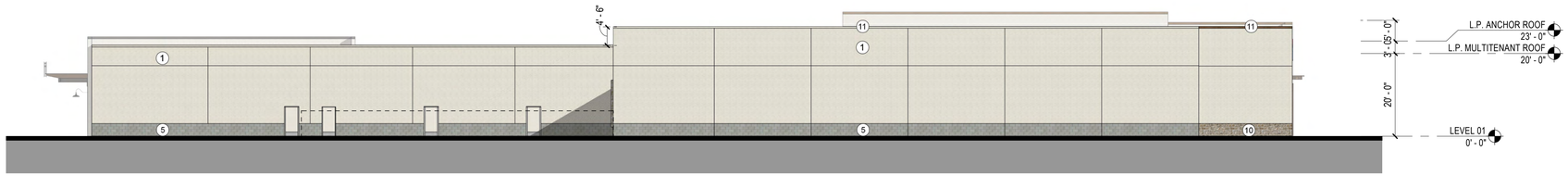
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BUILDING ELEVATIONS

Scale
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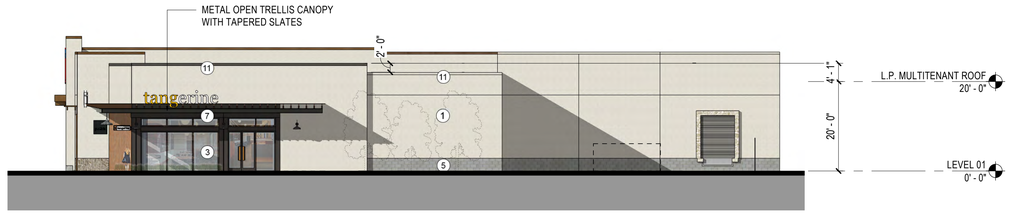
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02 WEST ELEVATION

SCALE: 1/16" = 1'-0"



01 NORTH ELEVATION

SCALE: 1/16" = 1'-0"

SHEET NOTES

1. Stucco, Arctic Cotton
2. Stucco, SW 6105, Devine White
3. Glass, Low E, Low Iron, Insulated Glazing
4. Metal, Anodized Aluminum
5. Architectural Split Face Block, Light Gray
6. Stone Wall, Ligh Gray
7. High Performance Metal, SW 7069, Iron Ore
8. Wood Composite Panels
9. High Performance Metal, SW 6356, Copper Mountain
10. Stone Wall, Gray
11. Pre-finished Metal Continuous Cleat Coping, Color to match adjacent materials
12. Plaster Dunn Edwards, DEC760 Desert Gray

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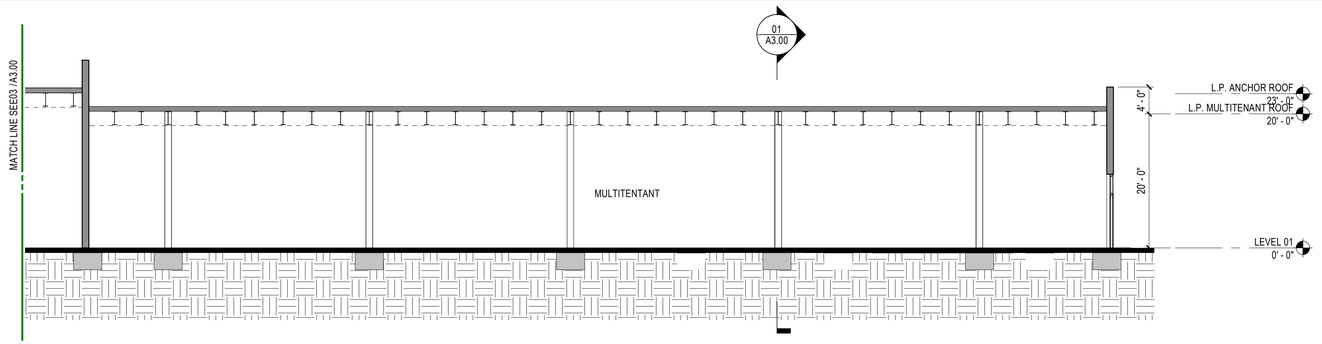
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BUILDING ELEVATIONS

Scale
1/16" = 1'-0"

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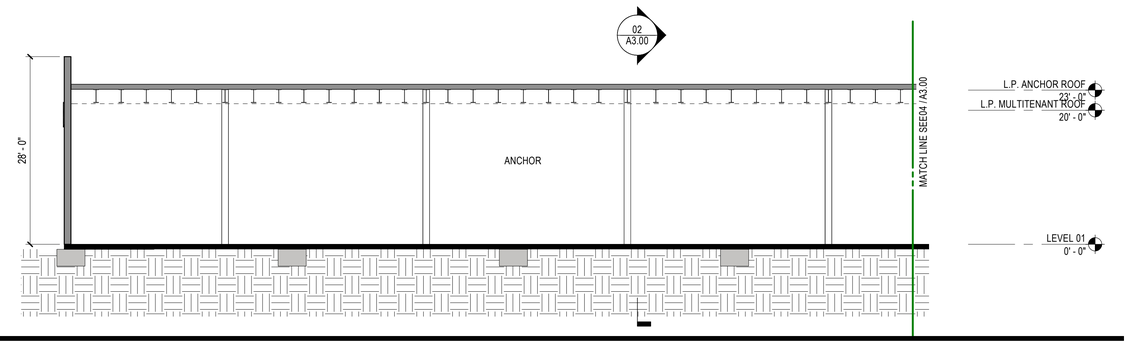
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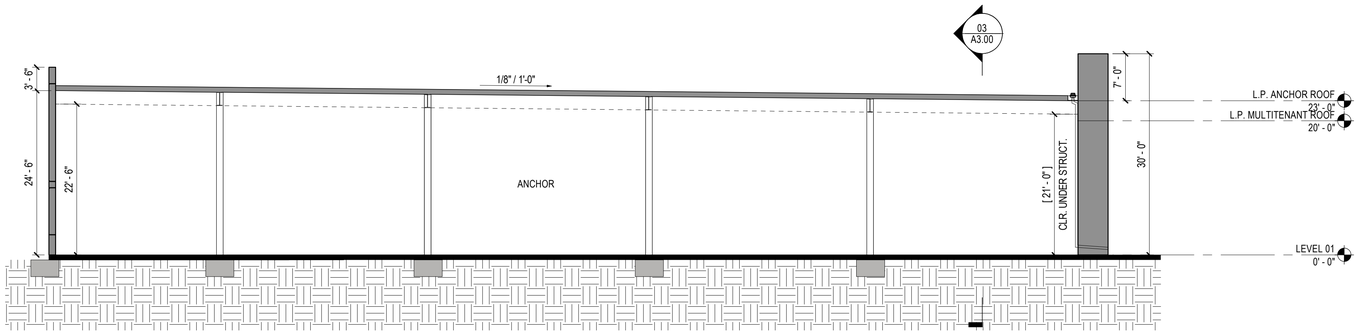
04 BUILDING SECTION - NS (2 OF 2)

SCALE: 3/32" = 1'-0"



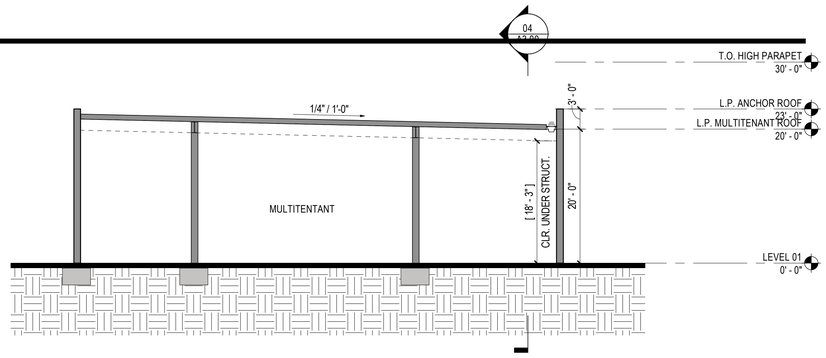
03 BUILDING SECTION - NS (1 OF 2)

SCALE: 3/32" = 1'-0"



02 BUILDING SECTION - EW AT ANCHOR

SCALE: 3/32" = 1'-0"



01 BUILDING SECTION - EW AT MULTITENTANT

SCALE: 3/32" = 1'-0"

SHEET NOTES

GENERAL NOTES

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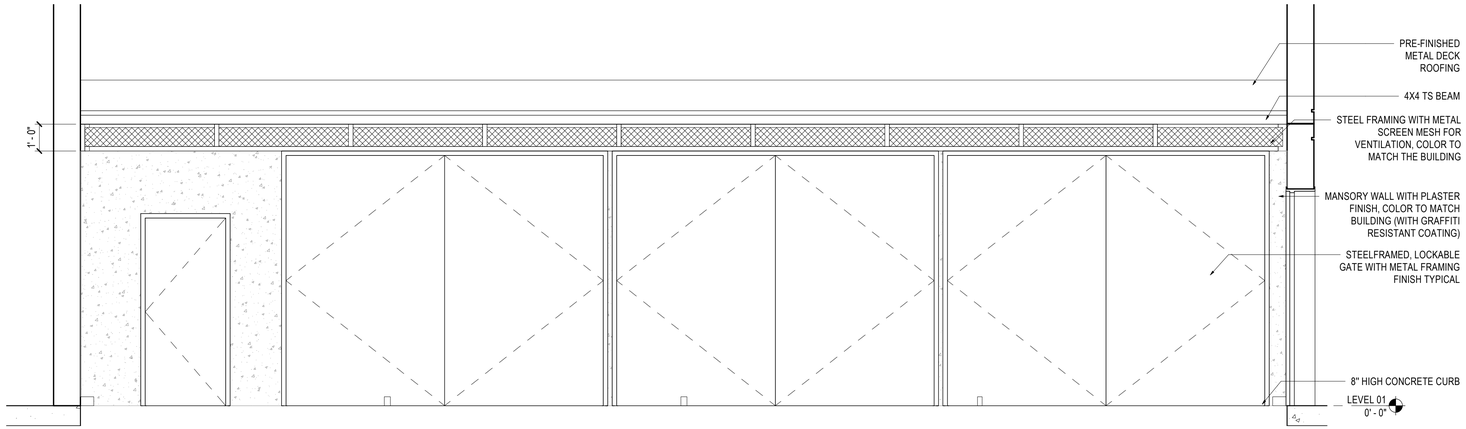
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BUILDING SECTIONS

Scale
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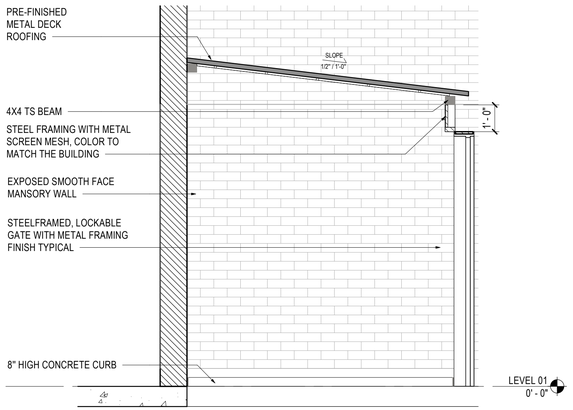
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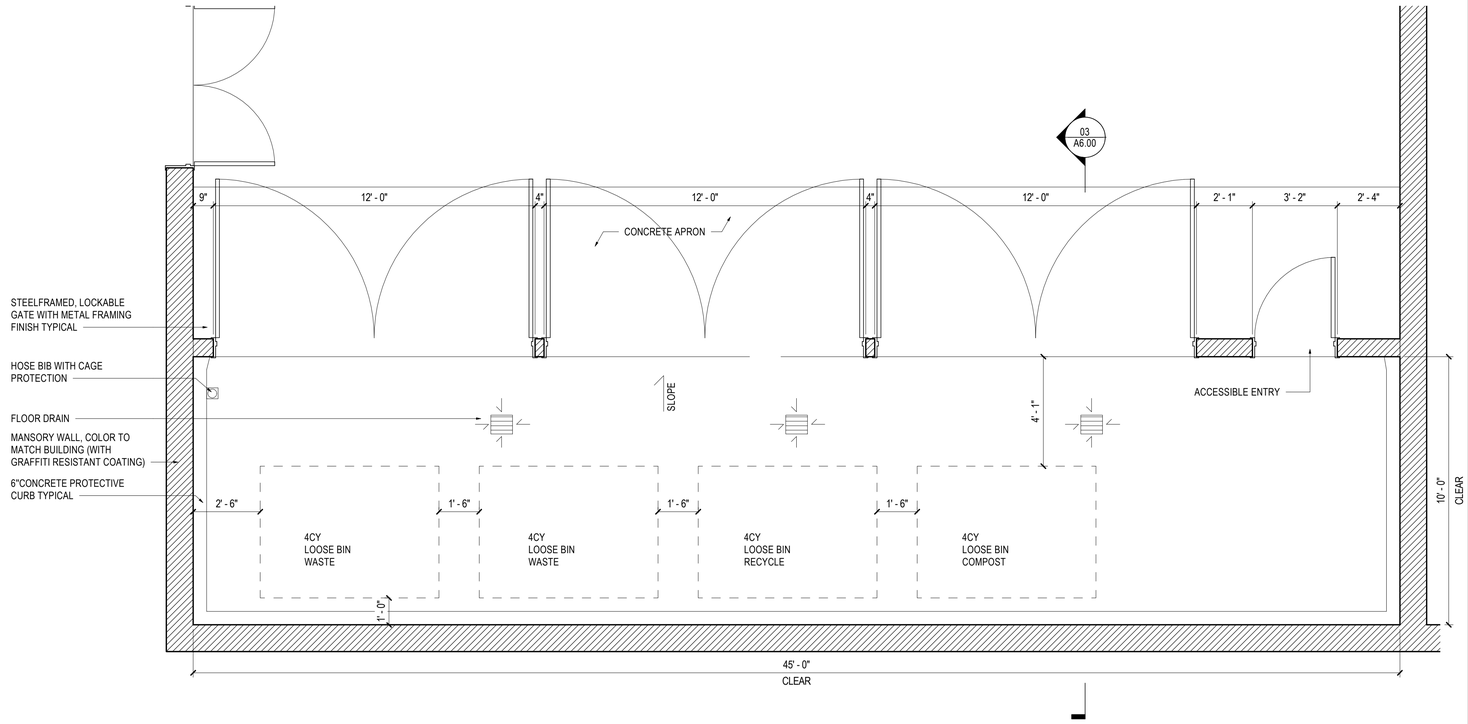
02 ENLARGED ELEVATION - TRASH ENCLOSURE 01

SCALE: 3/8" = 1'-0"



03 ENLARGED SECTION - TRASH ENCLOSURE 01

SCALE: 3/8" = 1'-0"



01 ENLARGED PLAN - TRASH ENCLOSURE 01

SCALE: 3/8" = 1'-0"

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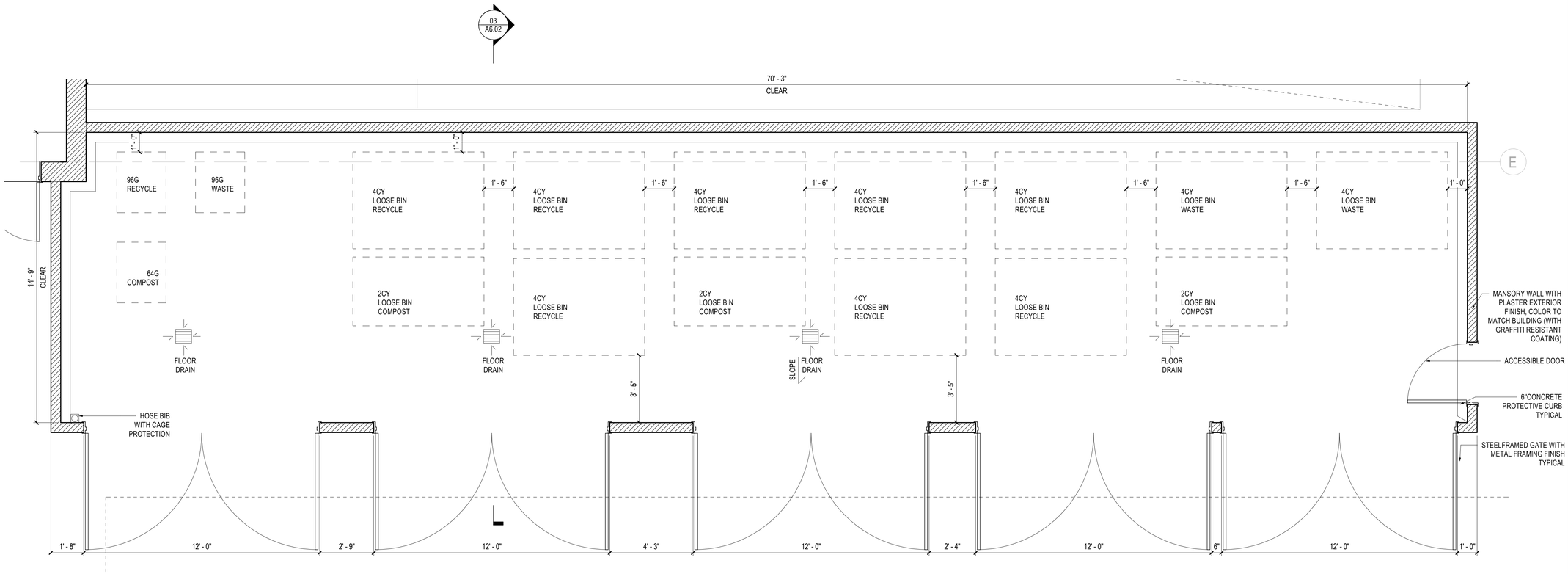
Description
WASTE ENCLOSURE 01 DETAILS

Scale
3/8" = 1'-0"

A6.00

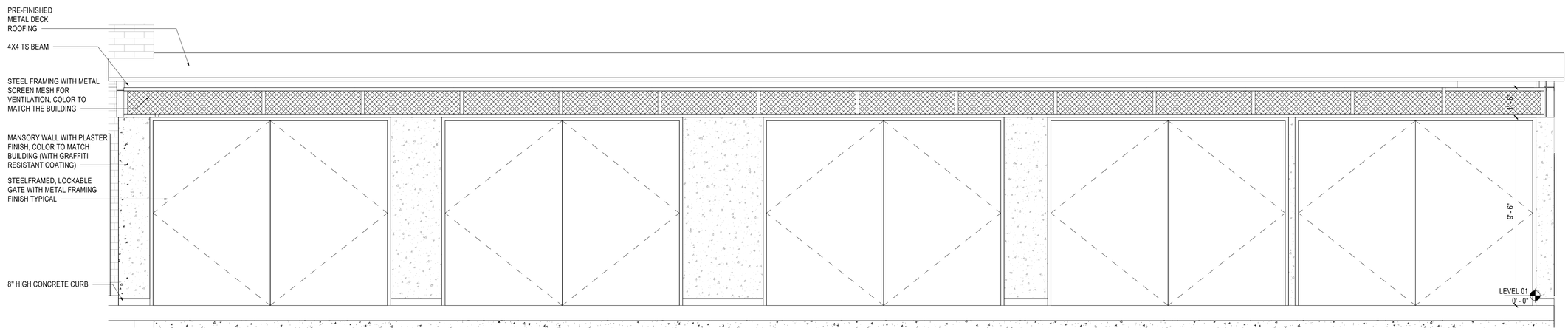
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02 ENLARGED PLAN - TRASH ENCLOSURE 02

SCALE: 3/8" = 1'-0"



01 ENLARGED FRONT ELEVATION - TRASH ENCLOSURE 02

SCALE: 3/8" = 1'-0"

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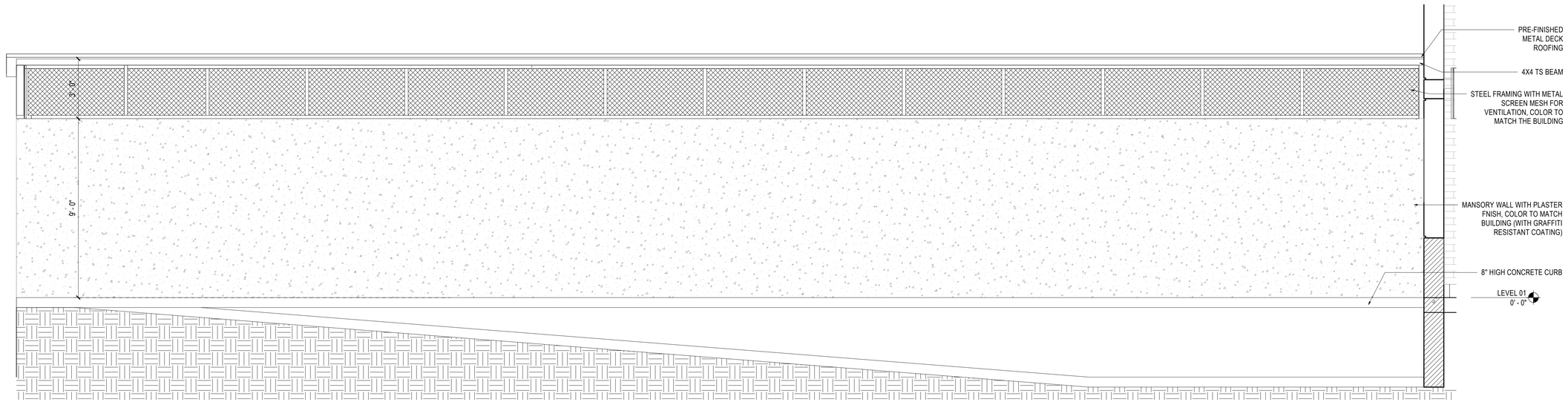
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WASTE ENCLOSURE 02 DETAILS

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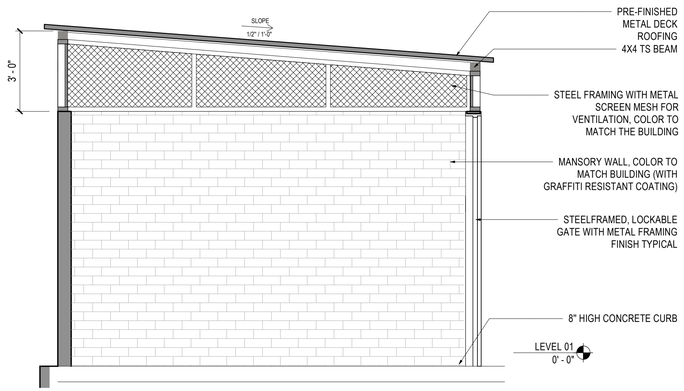
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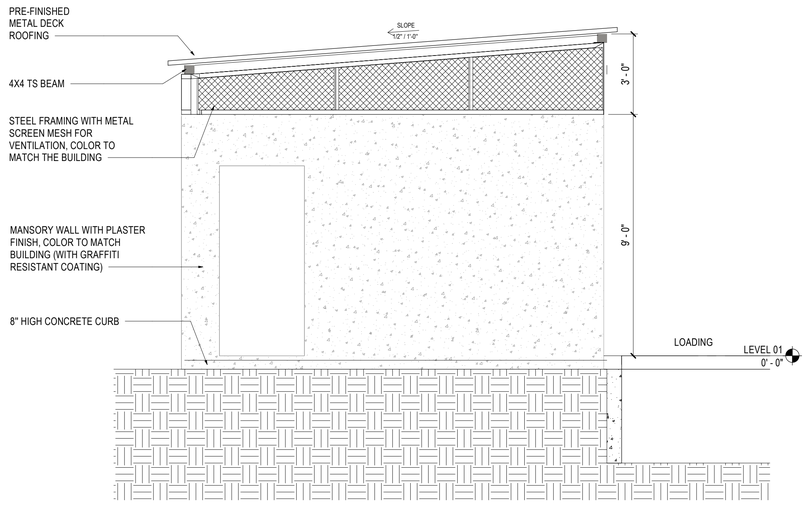
02 ENLARGED REAR ELEVATION - TRASH ENCLOSURE 02

SCALE: 3/8" = 1'-0"



03 ENLARGED SECTION - TRASH ENCLOSURE 02

SCALE: 3/8" = 1'-0"



01 ENLARGED LEFT SIDE ELEVATION - TRASH ENCLOSURE 02

SCALE: 3/8" = 1'-0"

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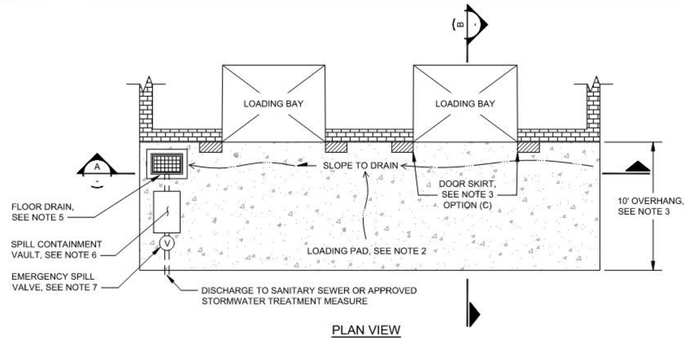
Description
WASTE ENCLOSURE 02 DETAILS

Scale
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A6.02

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NOTES:

1. REFER TO *CITY OF DUBLIN STORMWATER REQUIREMENTS CHECKLIST* FOR REQUIRED LOADING DOCK COMPONENTS.
2. LOADING PAD TO BE CONSTRUCTED OF IMPERVIOUS MATERIAL COMPATIBLE WITH HAULED SUBSTANCES.
3. LOADING AREA IS REQUIRED TO BE COVERED USING (A) INDOOR LOADING BAY; (B) OVERHANG, OR IF (A) AND (B) ARE INFEASIBLE, (C) DOOR SKIRTS. OPTIONS (B) AND (C) ARE SHOWN IN DETAIL.
4. DIRECT RUNOFF FROM ROOF DOWNSPOUTS TO STORMWATER TREATMENT MEASURE OR PERVIOUS AREA, AWAY FROM LOADING AREAS.
5. HYDRAULICALLY SEPARATE RUNOFF GENERATED ON LOADING PAD FROM EXTERIOR RUNOFF. DIRECT RUNOFF FROM THE LOADING PAD TO THE SANITARY SEWER (AT COVERED LOADING DOCKS), OR TO A STORM DRAIN CONNECTED TO A STORMWATER TREATMENT MEASURE. GRADE EXTERIOR AREA AWAY FROM LOADING PAD SUCH THAT NO RUNOFF ENTERS THE LOADING AREA.
7. MINIMUM SIZE OF SPILL CONTAINMENT VAULT IS 125% OF THE VOLUME OF THE LARGEST CONTAINER HANDLED AT THE FACILITY.
8. EMERGENCY SPILL VALVE CONNECTED TO SPILL CONTAINMENT VAULT REQUIRED TO BE INSTALLED IN DRAINAGE SYSTEM. LOCATION AND OPERATION OF SHUT-OFF VALVE MUST BE POSTED IN LOADING DOCK AREA.
9. CHECK WITH THE FIRE DEPARTMENT FOR REQUIREMENTS REGARDING FIRE SPRINKLERS ON FACILITIES WITH OVERHANGS.

CITY OF DUBLIN 1982 CALIFORNIA

LOADING DOCK

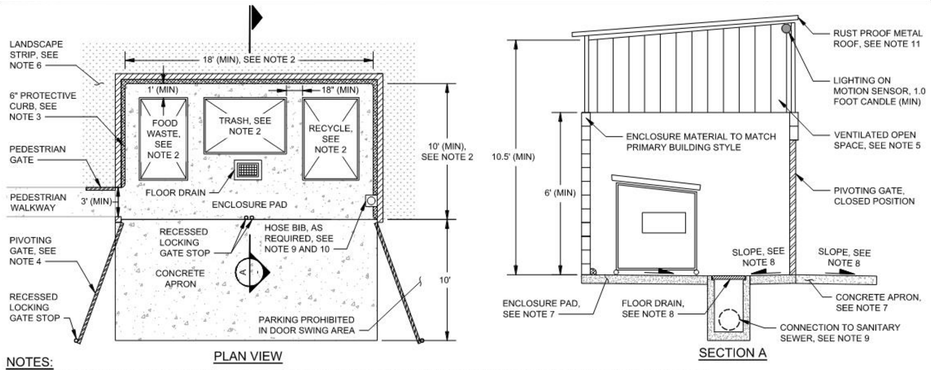
SOURCE CONTROL TYPICAL DETAILS
CITY OF DUBLIN PUBLIC WORKS

SCALE: NOT TO SCALE
DATE: MAY 11, 2018
DRAWN BY: K. K.
CHECKED BY: A. R.

APPROVED:

PUBLIC WORKS DIRECTOR

SC-1



NOTES:

1. REFER TO *CITY OF DUBLIN'S WASTE HANDLING STANDARDS* AND *WASTE ENCLOSURE REQUIREMENTS CHECKLIST* FOR DESIGN AND SITING REQUIREMENTS.
2. WASTE BINS TO BE SIZED TO ACCOMMODATE PROPERTY WASTE, RECYCLING, AND COMPOST DISCARDS. FACILITIES MUST PROVIDE SEPARATE ORGANIC BINS. FOOD RELATED FACILITIES MUST PROVIDE A GREASE COLLECTION RECEPTACLE. WASTE BINS SHALL BE CONFIGURED TO ALLOW FULL ACCESS TO THE FRONT OF THE BIN. USABLE INTERIOR FLOOR DIMENSIONS SHALL BE A MINIMUM OF 18' WIDE BY 10' DEEP.
3. CURBS, 6" MIN WIDTH AND 8" MIN HEIGHT, ARE REQUIRED AROUND ALL INTERIOR WALLS TO PREVENT STRUCTURE DAMAGE FROM BIN LOADING.
4. DOUBLE FREE HANGING METAL GATES REQUIRED FOR ALL ENCLOSURES. SINGLE SET REQUIRED FOR GATE OPENINGS LESS THAN OR EQUAL TO 24'. MAXIMUM GATE LENGTH IS 12'.GATE HEIGHT SHALL ACCOMMODATE SIZE OF LARGEST BIN.
5. SCREEN/BARRIER REQUIRED TO PREVENT ILLEGAL DUMPING IF OPEN SPACE BETWEEN WALL AND ROOF IS GREATER THAN 2'.
6. IRRIGATED LANDSCAPE STRIP, 5' MIN WIDTH, WITH PLANTED VEGETATION TO SHIELD ENCLOSURE WALLS REQUIRED IF ENCLOSURE IS VISIBLE FROM ROADWAY.
7. ENCLOSURE PAD AND CONCRETE APRON SHALL BE DESIGNED TO WITHSTAND 20,000 POUNDS OF DIRECT FORCE FROM A SINGLE TRUCK AXLE. REFER TO *CITY OF DUBLIN'S WASTE HANDLING STANDARDS* FOR VEHICLE APPROACH AND TURNING RADIUS REQUIREMENTS.
8. GRADING AROUND THE ENCLOSURE SHALL BE DESIGNED TO DRAIN STORMWATER AWAY FROM THE ENCLOSURE AT A 1% TO 2% SLOPE. UNLESS A CONNECTION TO THE SANITARY SEWER IS PROVIDED, THE INTERIOR ENCLOSURE PAD SHALL BE GRADED SUCH THAT NO RUNOFF OCCURS FROM INSIDE THE PAD.
9. ENCLOSURES SERVICING FOOD SERVICE FACILITIES ARE REQUIRED TO HAVE A HOSE BIB, PER ALAMEDA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT REQUIREMENTS. ENCLOSURE PAD SURFACE OF ENCLOSURES WITH A HOSE BIB SHALL SLOPE AT A 1% TO 2% SLOPE (1% - 1.5% RECOMMENDED) TO AN INTERIOR FLOOR DRAIN CONNECTED TO THE SANITARY SEWER. SANITARY SEWER CONNECTIONS AND INCLUSION OF OIL & GREASE SEPARATORS SHALL BE IN ACCORDANCE WITH DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD) STANDARD SPECIFICATIONS.
10. IF A HOSE BIB IS USED PROVIDE CAGE, BUMPER, OR OTHER PROTECTION.
11. DIRECT ROOF DRAINAGE TO STORMWATER CONTROL MEASURE OR LANDSCAPED AREA.

CITY OF DUBLIN 1982 CALIFORNIA

WASTE ENCLOSURE

SOURCE CONTROL TYPICAL DETAILS
CITY OF DUBLIN PUBLIC WORKS

SCALE: NOT TO SCALE
DATE: MAY 11, 2018
DRAWN BY: K. K.
CHECKED BY: A. R.

APPROVED:

PUBLIC WORKS DIRECTOR

SC-2

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10/27/2023	Preliminary SDR Submittal 2
04/10/2024	Preliminary SDR Submittal 3
05/24/2024	Final SDR Submittal

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Project Name
Dublin Place - North Parcel

Project Number
05.3870.000

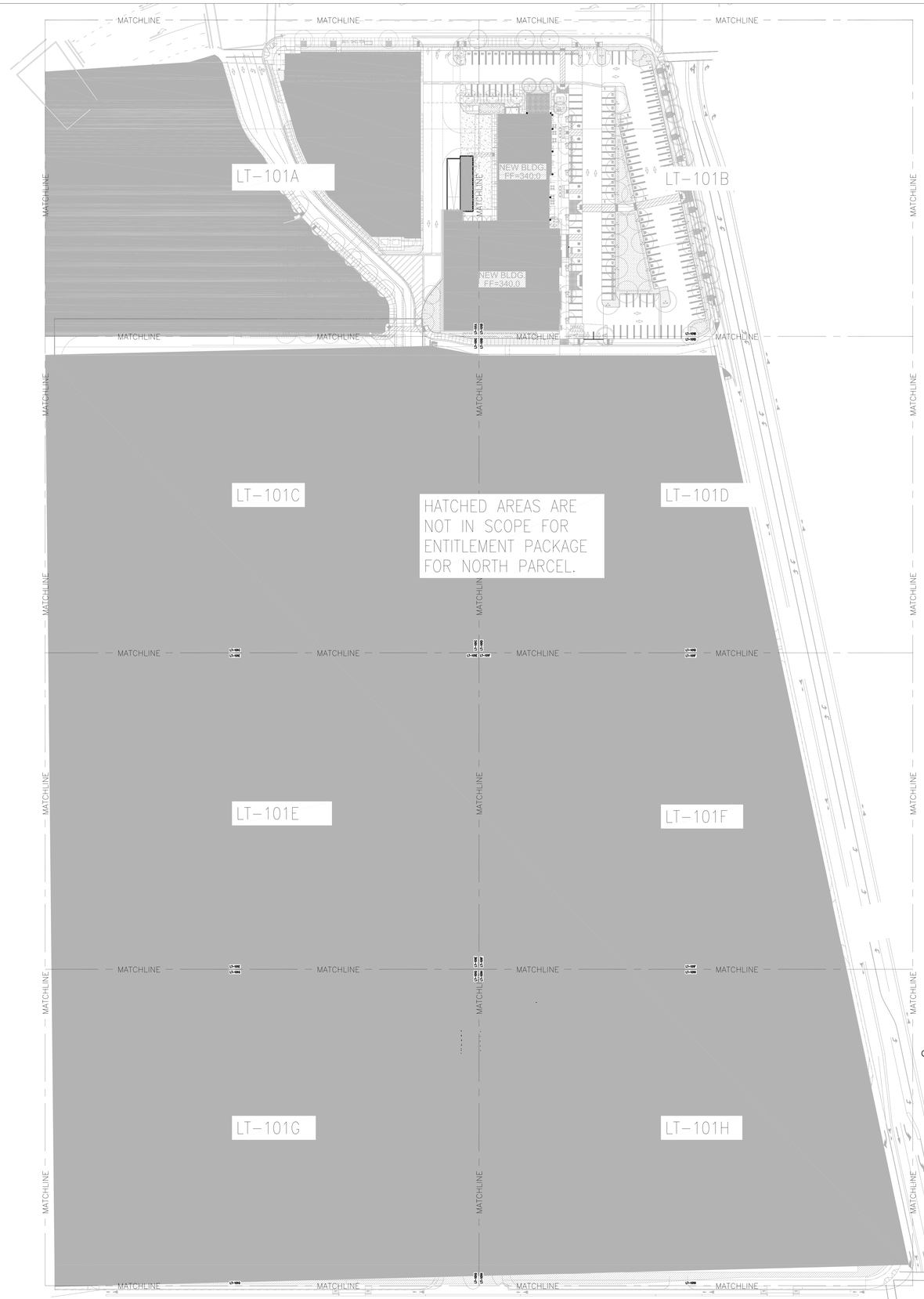
Description
WASTE ENCLOSURE CITY DETAILS

Scale

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FIXTURE LEGEND

1. FINAL FIXTURE SELECTION, FINISHES AND MOUNTING HEIGHT TBD PER FINAL FIXTURE SELECTION PRIONG SET.
2. FINAL FIXTURE LOCATION TBD PENDING PHOTOMETRIC STUDIES IN COORDINATION WITH CODE CONSULTANT AND ELECTRICAL ENGINEER. CALCULATIONS WILL ONLY BE DEVELOPED TO SUPPORT BOLD LIGHTING DESIGN INTENT AND ALL PHOTOMETRIC STUDIES AND REPORTS SHALL BE CONFIRMED, DEVELOPED AND DOCUMENTED BY EE FOR CODE, SAFETY REQUIREMENTS TO MEET T24 AND THE CALIFORNIA ENERGY CONGSION EXPRESS AND EMERGENCY STANDARDS AS REQUIRES.

FIXTURE LEGEND

LEGEND	TYPE	NOTE
	LX-01	POLE MOUNTED FLOOD LIGHT
	LX-02	POLE MOUNTED STREET LIGHT
	LX-03	TREE STRAP MOUNTED FLOOD LIGHT TREE STRAP
	LX-04	BOLLARD PATH THROUGHOUT
	LX-05	IN GRADED TREE UPLIGHT
	LX-06	STAKE MOUNTED MUSHROOM CAP LIGHT - PLANTER BEDS THROUGHOUT
	LX-07	RECESSED IN WALL STEP LIGHT STEPS THROUGHOUT
	LX-08	SUSPENDED RGBW FESTOON LIGHT - CENTRAL PARK PANHANDLE, GOLDEN GATE DRIVE
	LX-09	EXTERIOR RATED RGBW LINEAR LED - CENTRAL PARK PRIMARY SIGNAGE
	LX-10	NOT USED
	LX-11	WALL MOUNTED FLOOD LIGHT - EXTERIOR ALLEYS THROUGHOUT
	LX-12	NOT USED
	LX-13	RECESSED STEP LIGHT - BRIDGE, BREW PUB STEPS
	LX-14	EXTERIOR LINEAR LED - UNDER BRIDGE
	LX-15	EXTERIOR MONOPOINT - CENTRAL PARK TRELLIS
	LX-16	EXTERIOR MONOPOINT UPLIGHT - FEATURE ART LOCATIONS AND MONUMENT SIGNAGE
	LX-17	EXTERIOR RGBW LINEAR LED - CENTRAL PARK AMPITHEATER STEPS
	LX-18	SINGLE HEAD POLE LIGHT - T4 - PARKING LOT THROUGHOUT
	LX-19	DOUBLE HEADS POLE LIGHT - T4 - PARKING LOT THROUGHOUT
	LX-20	SINGLE HEAD POLE LIGHT - T3 - PARKING LOT THROUGHOUT
	LX-21	EXTERIOR BARNLIGHT PENDANT - EXTERIOR BUILDINGS TRELLIS THROUGHOUT
	LX-22	EXTERIOR GOOSENECK SCONCE - EXTERIOR BUILDINGS THROUGHOUT

GENERAL NOTES:

1) Fixtures to be controlled via control system with astronomical time clock and with manual override as required for specific locations and specific programing.
2) All fixtures shall be controlled via local switches to be accessible to specific staff and building staff management only for all public areas.
3) All controls shall be coordinated with BOLD_ s design and control narratives per each location and programing as a part of the lighting design intent prior to final installation and procurement of fixtures and prior to final programing exercise.
4) All fixtures shall be controlled via local dimmer switch as required for multi-tenant and single family unit as required in coordination to T24 code requirements.
5) Architect to confirm all final fixture specification prior to final construction documentation.
6) Architect shall confirm all mounting and finishes.
7) Electrical Contractor shall provide componentry as listed above and shall refer to architectural drawings for final locations, quantities and run lengths as required.
8) EE shall confirm all control specific requirements at each location in coordination with T24 requirements.
9) Code consultant shall confirm all path of egress and emergency requirements prior to final construction documentation, and to confirm all photometric studies as required by code.

1 1/64"=1'-0" SITE LIGHTING PLAN

NOTE: THESE DRAWINGS ARE FOR INTERNAL REVIEW AND REFERENCE ONLY. REFER TO ARCHITECTURAL, INTERIOR DESIGN OR ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION AND DIMENSIONED LOCATION OF LIGHTING FIXTURES.

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DUBLIN PLACE - NORTH PARCEL

DUBLIN, CA 94568

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DRAWING TITLE: OVERALL KEY PLAN

DATE: 05/24/2024

ISSUANCE: FINAL SDR SUBMITTAL

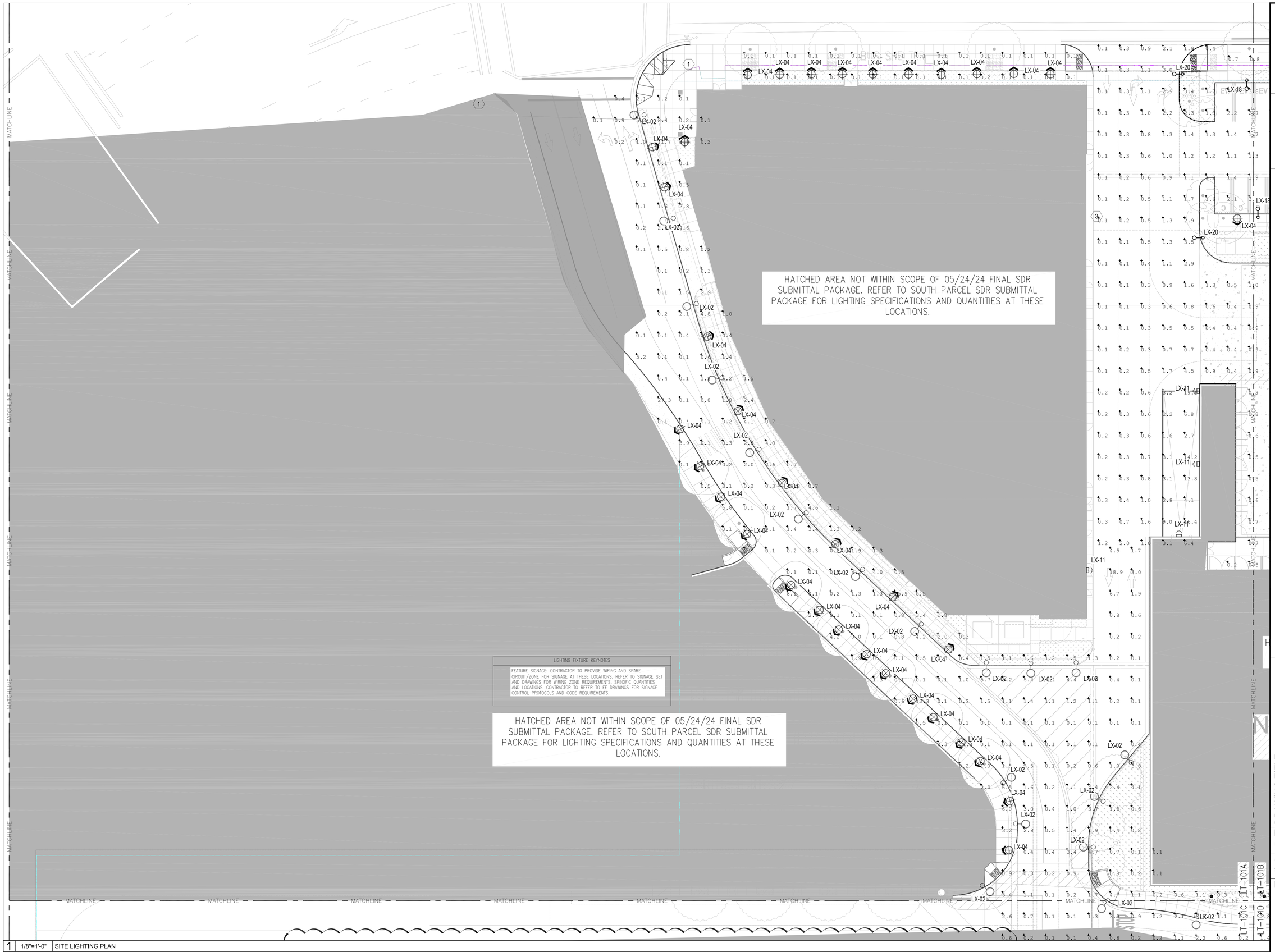
PROJECT NO: N2322

SCALE: 1/64"=1'-0"

DRAWING NO:

LT-101

COVER PAGE



1 1/8"=1'-0" SITE LIGHTING PLAN

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PLACE - NORTH PARCEL

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DRAWING TITLE:
RESIDENTIAL BUILDING LIGHTING PLAN - A

DATE: 05/24/2024

ISSUANCE: FINAL SDR SUBMITTAL

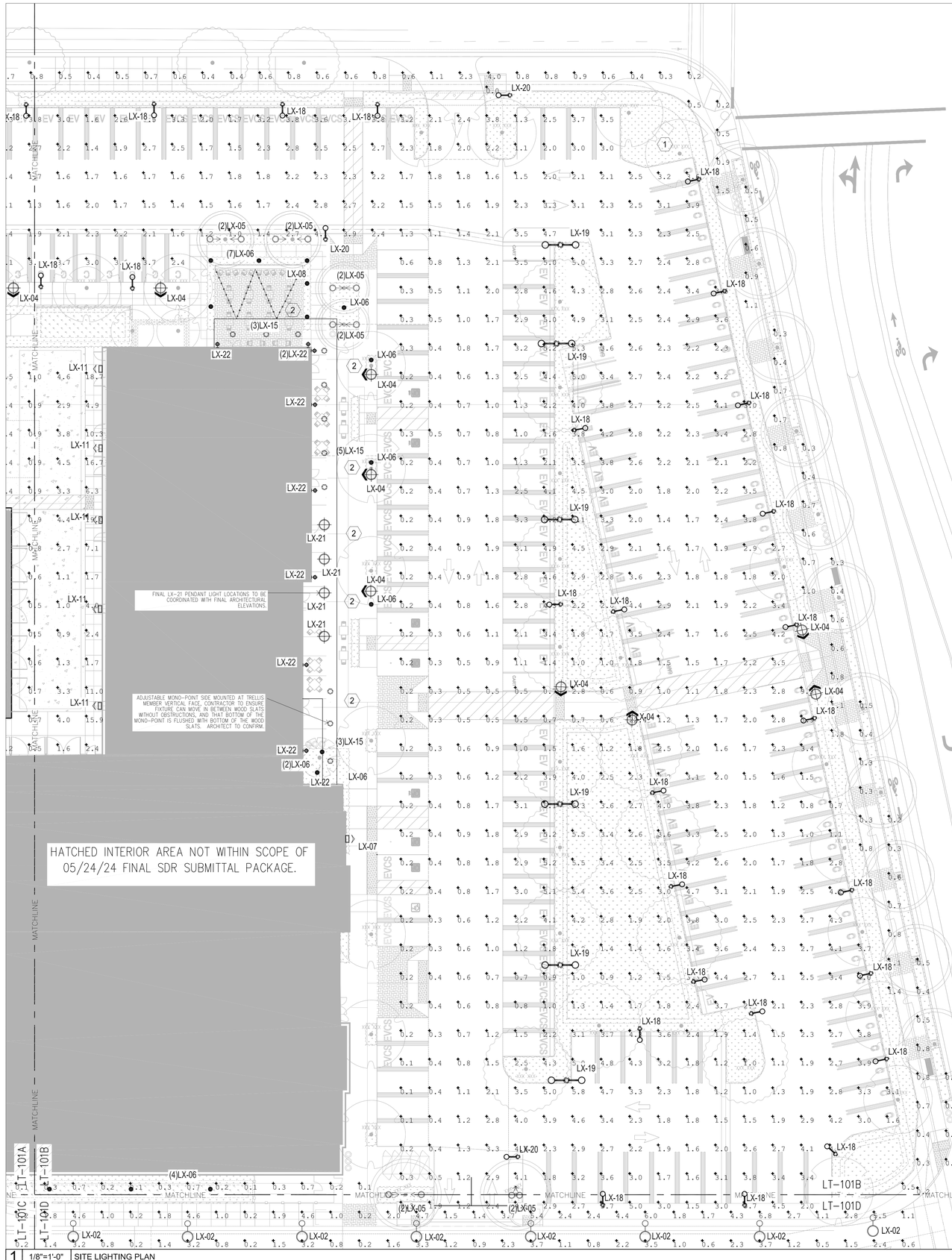
PROJECT NO: N2322

SCALE: 1/16"=1'-0"

DRAWING NO:

LT-101A

SITE LIGHTING - A



1 | 1/8"=1'-0" | SITE LIGHTING PLAN

NOTE: THESE DRAWINGS ARE FOR INTERNAL REVIEW AND REFERENCE ONLY. REFER TO ARCHITECTURAL, INTERIOR DESIGN OR ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION AND DIMENSIONED LOCATION OF LIGHTING FIXTURES.

LIGHTING FIXTURE KEYNOTES

1. FEATURE SIGNAGE: CONTRACTOR TO PROVIDE WIRING AND SPARE CIRCUIT/ZONE FOR SIGNAGE AT THESE LOCATIONS. REFER TO SIGNAGE SET AND DRAWINGS FOR WIRING ZONE REQUIREMENTS, SPECIFIC QUANTITIES AND LOCATIONS. CONTRACTOR TO REFER TO EE DRAWINGS FOR SIGNAGE CONTROL PROTOCOLS AND CODE REQUIREMENTS.
2. RETAIL: CONTRACTOR TO PROVIDE WIRING AND SPARE CIRCUIT FOR SIGNAGE AT RETAIL LOCATIONS. FINAL SIGNAGE TBD PENDING DESIGN DEVELOPMENT. PROVIDE TWO (2) ADDITIONAL CIRCUITS/ZONES FOR FUTURE LIGHTING.
   FINAL FIXTURE TYPES, LOCATIONS AND MOUNTING HEIGHTS TBD PENDING DESIGN DEVELOPMENT. REFER TO ARCHITECTURAL ELEVATIONS FOR WIRING ESTIMATED LENGTHS.

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DUBLIN PLACE - NORTH PARCEL

DUBLIN, CA 94568

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DRAWING TITLE: SITE LIGHTING PLAN - B

DATE: 05/24/2024

ISSUANCE: FINAL SDR SUBMITTAL

PROJECT NO: N2322

SCALE: 1/16"=1'-0"

DRAWING NO: LT-101B

SITE LIGHTING - B

HINES & ARA

Dublin Place - North Parcel

SITE DEVELOPMENT REVIEW (SDR) - AMENDED

08/14/2024

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	08/14/2024	Final SDR Submittal - Amended

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Description
OVERALL ILLUSTRATIVE SITE PLAN

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	08/14/2024	Final SDR Submittal - Amended

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Project Number
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Description
PERSPECTIVE VIEWS

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	08/14/2024	Final SDR Submittal - Amended

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Dublin Place - North Parcel

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Description
PERSPECTIVE VIEWS

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Project Number
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Description
PERSPECTIVE VIEWS

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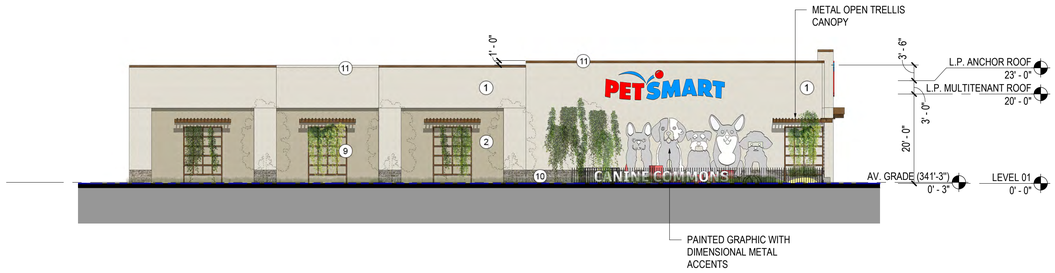
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02 EAST ELEVATION

SCALE: 1/16" = 1'-0"



01 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

SHEET NOTES



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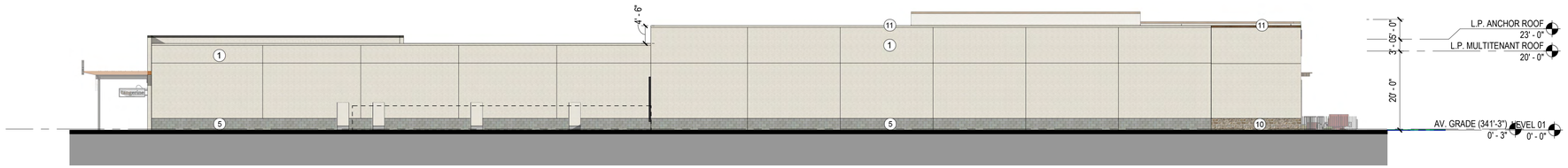
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BUILDING ELEVATIONS

Scale
1/16" = 1'-0"

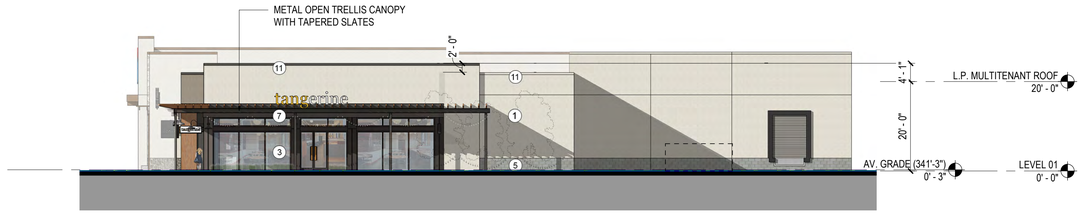
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02 WEST ELEVATION
SCALE: 1/16" = 1'-0"



01 NORTH ELEVATION
SCALE: 1/16" = 1'-0"

SHEET NOTES

1 Stucco
Arctic Cotton

2 Stucco
SW 6105
Devine White

3 Glass
Low E, Low Iron
Insulated Glazing

4 Metal
Anodized
Aluminum

5 Architectural Split
Face Block
Light Gray

6 Stone Wall
Ligh Gray

7 High Performance
Metal
SW 7069
Iron Ore

8 Wood Composite
Panels

9 High Performance
Metal
SW 6356
Copper Mountain

10 Stone Wall
Gray

11 Pre-finished Metal
Continuous Cleat
Coping
Color to match
adjacent materials

12 Plaster Dunn
Edwards
DEC760 Desert
Gray

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	08/14/2024	Final SDR Submittal - Amended

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Project Name
Dublin Place - North Parcel

Project Number
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Description
BUILDING ELEVATIONS

Scale
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Dublin Place North

PLPA-2023-00018

Grounds for Appeal of Planning Commission Decision

On July 23, 2024, the Planning Commission denied the Dublin Place North (Project) Site Development Review Permit (SDR) based on the finding that the Project is inconsistent with the City's land use regulations because the Project's "siting and architecture do not fit in with the Downtown Dublin Specific Plan and does not capture what was envisioned in the Downtown Dublin Specific Plan" (Resolution No. 24-06).

The applicant hereby appeals this decision on the basis that the Planning Commission erred in its determination for the reasons set forth below.

1. **The Project is Consistent with the Downtown Dublin Specific Plan ("DDSP")**

As stated in the Staff Report dated July 23, 2024, the Project's proposed uses **are** permitted within the DDSP Retail District and it **is consistent with the DDSP** and the Municipal Code's development regulations. Importantly, staff directly asserted that the Project "is consistent with the vision for the Retail District" (Staff Report, page 6.). Therefore, we believe that the Planning Commission's denial lacked the reasoning necessary to show that the Project does not meet the DDSP's intent.

For example, as noted in the City's proposed resolution for the Project:

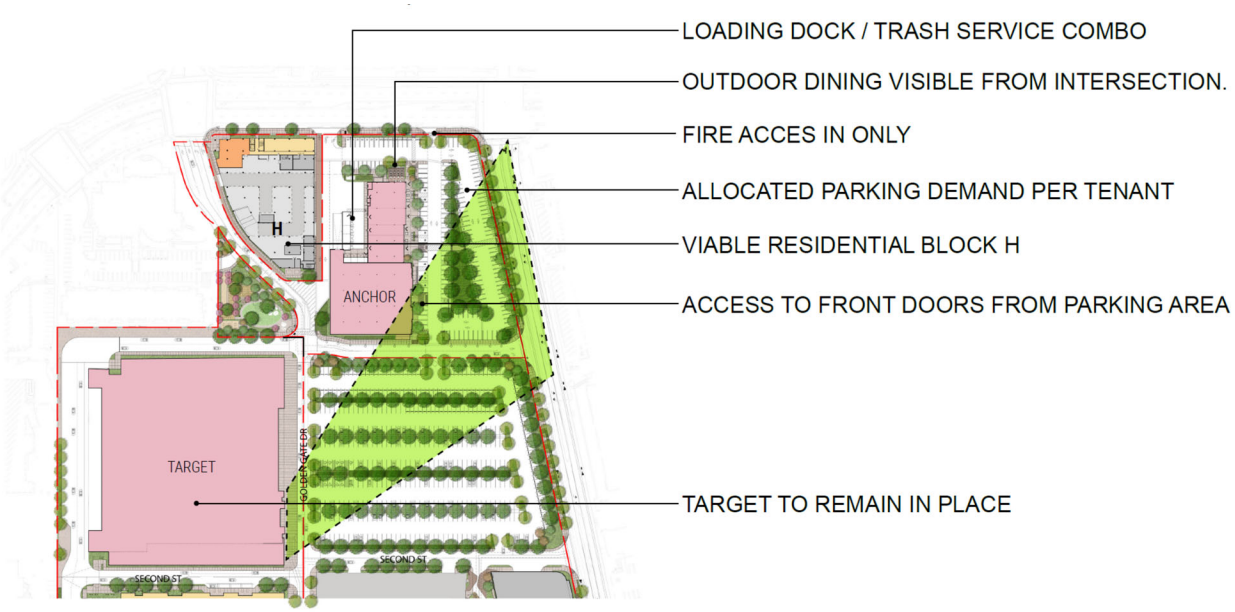
- The Project is consistent with the purposes of Chapter 8.104 of the Zoning Ordinance, with the General Plan and any applicable Specific Plans and design guidelines because it complies with the development standards of the Downtown Dublin Zoning District and DDSP and is consistent with the DDSP design guidelines for commercial uses, including compliance with setbacks, height and materials.
- The project is consistent with the DDSP Retail District and development standards.
- The Project is consistent with the provisions of Title 8, Zoning Ordinance because it a) contributes to orderly, attractive, and harmonious site and structural development compatible with the intended use, the existing shopping center, and the surrounding properties; b) provides a modern design and landscaping to complement the area; and c) complies with the development regulations set forth in the Downtown Dublin Zoning District and DDSP.

- The Project's architectural design is appropriate for the City, the vicinity, surrounding properties because a) the design of the proposed buildings and associated improvements provides for a seamless transition with the existing development and circulation pattern for the larger shopping center in which is it located; b) the size and mass of the proposed buildings are consistent with the requirements of the DDSP; and c) the siting and layout will expand the commercial opportunities in the DDSP area, in accordance with the DDSP vision.
- The Project site is suitable for the type and intensity of the approved development because it a) provides additional commercial development in an existing shopping center that can support commercial uses; b) is consistent with the Downtown Dublin Zoning District in which it is located; c) will be fully served by a network of infrastructure of public roadways, services, and facilities; and d) does not exceed the allowable building area or create adverse conditions on-site or for surrounding properties.

2. **The Project has Legitimate CC&R and Lease Constraints**

As explained at the July 23, 2024 Planning Commission hearing, the planning for the Project has been a complex and lengthy process, with the goal of ensuring that the development would align with the City's long-term vision for Downtown Dublin. The Project is our **critical first step** to make this vision a reality.

The key to unlocking this vision is the cooperation and consensus of the existing tenants. The Planning Commission failed to understand that the current tenants have significant CC&R controls and lease terms remaining, which ownership cannot unilaterally change. Therefore, a mutual agreement on the site plan **from each existing tenant,** as well as the Owner, was necessary for any relocation. This is a completely different development scenario compared to when a developer is building a new center that it hopes will attract new tenants. Here, the Project seeks to build a retail center to **relocate current tenants** with long-term leases in place, and, as noted, ownership does not have the unilateral right to terminate or relocate these tenants. Consequently, to convince these tenants to agree to relocate, the Project was specifically designed to accommodate the tenants many requirements, with ownership providing considerable financial concessions.



If the Project's proposed site plan ignored the tenants' specific requirements, the tenants would simply stay in place for the duration of their leases and the DDSP vision would be unachievable for the next several decades.

As designed, the Project meets the needs of the retailers for relocation, meets the DDSP standards and furthers its vision, and, notably, paves the way for the development of Downtown Dublin to the south.

In closing, we respectfully request that the City Council overturn the Planning Commission's denial of the Project's SDR for the foregoing reasons. The Project **does meet the vision and intent of the DDSP**, while also satisfying the needs of the existing tenants and unencumbering the southern portion of the site to allow the DDSP vision to be realized.

RESOLUTION NO. 24-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

DENYING A SITE DEVELOPMENT REVIEW PERMIT FOR THE DEMOLITION OF TWO COMMERCIAL BUILDINGS AND CONSTRUCTION OF A 33,125 SQUARE FOOT COMMERCIAL BUILDING AND ASSOCIATED SITE IMPROVMENTS FOR THE DUBLIN PLACE NORTH PROJECT
7200-7300 AMADOR PLAZA ROAD AND 7590 AMADOR VALLEY BOULEVARD (APN 941-0305-027-00, 941-0305-028-00, 941-0305-029-02)
PLPA-2023-00018

WHEREAS, the Applicant, Mario Tija, and Property Owner, Hines on behalf of ASVRF Dublin Place, submitted a Site Development Review Permit application to demolish two existing commercial buildings, totaling 28,000 square feet, and construct a new 33,125 square foot multi-tenant commercial building within the Dublin Place Shopping Center (project); and

WHEREAS, the project site is located in Downtown Dublin, within the Retail District of the Downtown Dublin Specific Plan; and

WHEREAS, the parcel boundaries in the shopping center are irregularly shaped and therefore the project site occupies at least a portion of three parcels: 7200-7300 Amador Plaza Road and 7590 Amador Valley Boulevard; APNs: 941-0305-027-00, 941-0305-028-00, 941-0305-029-02; and

WHEREAS, projects that are denied are exempt from environmental review pursuant to Section 15061 (b)(4) of the California Environmental Quality Act; and

WHEREAS, a Staff Report was submitted to the City of Dublin Planning Commission recommending approval of the Site Development Review request; and

WHEREAS, the Planning Commission held a public hearing on said application on July 23, 2024; and

WHEREAS, proper notice of said hearing was given in all respects as required by law; and

WHEREAS, the Planning Commission did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgment to evaluate the project.

NOW, THEREFORE, BE IT RESOLVED that the City of Dublin Planning Commission does hereby make the following findings and determinations regarding the Site Development Review:

A. *The proposal is inconsistent with the purposes of Chapter 8.104 of the Zoning Ordinance, with the General Plan and any applicable Specific Plans and design guidelines in that*: the project's siting and architecture do not fit in with the Downtown

Dublin Specific Plan and the project does not capture what was envisioned in the Downtown Dublin Specific Plan.

PASSED, APPROVED AND ADOPTED this 23rd day of July 2024 by the following vote:

AYES:

NOES: **Aini, Ochoa, Rashid, Tyler, Wright**

ABSENT: **Grier**

ABSTAIN:

DocuSigned by:
Stephen Wright
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Planning Commission Chair

ATTEST:

DocuSigned by:
Nda Zayer
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Assistant Community Development Director

DUBLIN
CALIFORNIA

STAFF REPORT

Planning Commission

DATE: July 23, 2024

TO: Planning Commission

SUBJECT: Dublin Place North (PLPA-2023-00018)
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

The Applicant, Hines, proposes to demolish two existing commercial buildings totaling 28,800 square feet and construct a 33,125 square foot multi-tenant commercial building and associated site improvements within the Dublin Place Shopping Center. The Planning Commission will consider a Site Development Review Permit and a finding that the proposed project is covered by the Downtown Dublin Specific Plan Environmental Impact Report and no further environmental review is required.

STAFF RECOMMENDATION:

Conduct the public hearing and adopt a Resolution approving a Site Development Review Permit for the demolition of two commercial buildings and construction of a 33,000 square foot commercial building and associated site improvements for the Dublin Place North project.

DESCRIPTION:

Background

On November 5, 2019, the City Council adopted Resolution No. 115-19 approving the Downtown Dublin Preferred Vision (Preferred Vision) which focuses the first phases of implementation on the Dublin Place shopping center. As part of the implementation of the Preferred Vision, staff has been working in tandem with the property owner of the Dublin Place shopping center and their development partners, Hines. The Dublin Place shopping center is located on the west side of Amador Plaza Road between Dublin Boulevard and Amador Valley Boulevard and includes businesses such as Target, PetSmart, Burlington, Bassett Furniture.

The Dublin Place North project site is located at southwest corner of Amador Valley Boulevard and Amador Plaza Road within the Dublin Place Shopping Center as shown in Figure 1.

Figure 1. Project Location



The parcel boundaries in the shopping center are irregularly shaped; therefore, the project site occupies at least a portion of three parcels as shown in Table 1.

Table 1. Project Location/Parcels

Parcel Number	Address	Existing Uses
941-0305-027-00	7300 Amador Plaza Road	13,500 SF vacant building (former bank)
941-0305-028-00	7590 Amador Valley Blvd 7202 Amador Plaza Road	15,300 SF vacant building (former Grocery Outlet) 9,933 SF vacant building (former Lucille's BBQ)
941-0305-029-02	7200 Amador Plaza Road	Target and parking field

The project site is located within the Downtown Dublin Specific Plan and has a General Plan land use designation of Downtown Dublin – Retail District which allows for a range of residential and commercial.

Proposed Project

The Applicant is requesting a Site Development Review Permit to demolish the two existing commercial buildings onsite totaling 28,800 square feet and construct a 33,125 square foot multi-

tenant building. The anticipated tenants are existing tenants of the Dublin Place shopping center that will be relocating to the new building including PetSmart, Panera, Chipotle, BMO Bank and Yafa. The project also includes site improvements, including an updated parking field with stormwater treatment, removing the northern driveway to Amador Plaza Road, shifting the project site's southern driveway to Amador Plaza Road to align with the new drive aisle and enhancements to the drive aisle leading to the intersection of Amador Valley Boulevard and Donohue Drive.

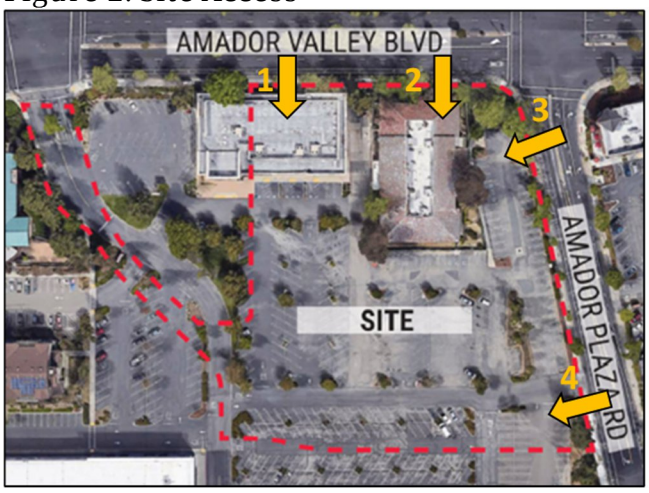
Analysis

The Zoning Ordinance requires a Site Development Review Permit for the demolition and construction of principal structures. Approval of a Site Development Review Permit is subject to findings related to compliance with General Plan policies, impacts to general safety and welfare, site layout, impacts to views, impacts to topography, architectural considerations and landscape considerations.

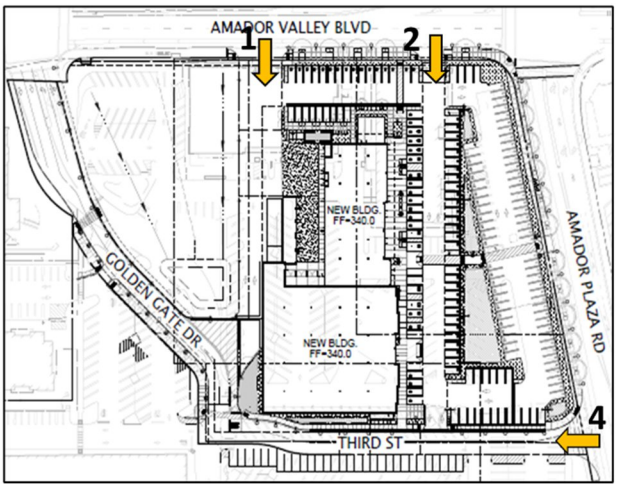
Site Layout

The proposed site layout would orient the building so that the front entrance for each business faces the new parking area and Amador Plaza Road leaving the west side or rear of the building to house the loading and waste disposal areas. This layout necessitates the removal of the northern driveway off Amador Plaza Road (labeled as Driveway 3 in Figure 2). Primary customer access to the project site is from a new right in/right out driveway off Amador Valley Boulevard (labeled as Driveway 2) and a driveway off Amador Plaza Road (labeled as Driveway 4). Access to the loading area and waste enclosures would be separated from the customer access points and be from a new right in/right out driveway off Amador Valley Boulevard (labeled as Driveway 1).

Figure 2. Site Access



Existing



Proposed

As part of a larger shopping center, the project is also accessible by traveling through the parking lot from several entries off Amador Valley Boulevard, Amador Plaza Road and Dublin Boulevard.

Architecture
The architectural concept for the development is clean and contemporary. The project offers a variety of contemporary building materials such as stone, wood, metal, architectural concrete and stucco. As shown in Figure 3 below, the single-story building forms are horizontally oriented with varying roof lines that create a unique design statement for this shopping center while blending well with the surrounding development. The building form is highlighted with the addition of a metal open trellis canopy along the store front and storefront systems with simple, black-framed windows, doors.

Figure 3. Illustrative Rendering



The architectural vision for the Retail District as outlined in the Downtown Dublin Specific Plan states that new buildings "will complement the existing uses with designs that are compatible with adjacent structures and the district as a whole." In addition, buildings shall use high-quality materials while utilizing creative and unique designs. The project's architectural design and material palette is consistent with this vision.

A color and material palette has been provided that illustrates the variety of colors and textures for the buildings (Attachment 2, Sheets A2.01 and A2.02 of the Project Plans).

Landscaping
The landscape palette and layout have been designed to be consistent with the Downtown Dublin Specific Plan by utilizing hardscape treatments, amenities and plant materials that complement the building's architecture and future uses. Areas of outdoor dining buffered by planter areas stretch along the building's front and side façade. A small dog run is proposed along the south side of the building for the customers of PetSmart. The overall landscape concept is on Sheet L2.00 of the Project Plans (Attachment 2).

A preliminary tree survey was conducted for the project area which identified 77 trees with their species and size. None of the trees are Heritage Trees as defined by DMC 5.60 and all of the trees

will be removed as part of this project. The preliminary landscape plan includes a conceptual plant pallet with a variety of landscaping to be planted, including 66 trees in 36" and 48" boxes as well as a mix of 5- and 15-gallon shrubs and 5-gallon groundcover plants. New landscape areas are proposed with a variety of drought tolerant plants suitable for low maintenance and water conserving efforts.

Stormwater treatment facilities located in the parking lot and in various locations around the building are proposed to collect and treat on-site runoff.

Parking
In January 2024, the City amended the Downtown Dublin Specific Plan (DDSP) to eliminate parking requirements in the Downtown in response to recent changes in State law and the recommendation of the Urban Land Institute Technical Assistance Panel. As a result, the proposed project is not required to provide off-street parking; however, developments may elect to provide parking. The DDSP discourages excessive surface parking and requires certain measures if the amount of parking provided exceeds the minimum standard established by the Zoning Ordinance by 10 percent. As shown in Table 2, the proposed project exceeds the minimum standard for parking based on the anticipated land uses; however, the exceedance is by less than 10 percent, so no additional measures are required.

Table 2. Parking Overview

Land Use	Parking Requirement per Zoning Ordinance	Number of Spaces	Number of Spaces PLUS 10 percent	Proposed Parking
Eating and Drinking Establishment	1 space per 100 SF of floor area accessible to customers plus 1 space per 300 SF of floor area not accessible to customers	67	99	
General Retail	1 per 300 square feet	73	81	
Total		140	180	169

Public Art Compliance
The applicant intends to satisfy the City's public art requirement through the payment of in-lieu fees. Condition of Approval No.17 confirms this intention.

CONSISTENCY WITH THE GENERAL PLAN, SPECIFIC PLAN AND ZONING ORDINANCE:

The project is designated Downtown Dublin - Retail District in the General Plan, located in the Downtown Dublin Specific Plan area and the Downtown Dublin Zoning District - Retail District. The Downtown Dublin Specific Plan identifies both a base FAR of .35 that is allowed outright and a maximum FAR of 2.0 for this location. If a property owner would like to develop a project beyond the base FAR, they may obtain additional square footage up to the maximum FAR by drawing on

the Development Pool. The proposed FAR for the project is .19 which is less than that base FAR and therefore does not require allocation from the development pool. The proposed uses are permitted within the Downtown Dublin Specific Plan Retail District. The project is consistent with Development Regulations for this zoning district as described in Downtown Dublin Specific Plan and Dublin Municipal Code. The proposed building size and configuration would not exceed the allowable building area or create adverse conditions on-site or for surrounding properties and would enhance the existing shopping center. The proposed project is consistent with the vision for the Retail District.

REVIEW BY APPLICABLE DEPARTMENT AND AGENCIES:

The Building & Safety Division, Fire Prevention Bureau, Public Works Department, and Dublin San Ramon Services District have reviewed the project and provided Conditions of Approval (included in Attachment 1) where appropriate to ensure that the project is in compliance with all local ordinances and regulations.

ENVIRONMENTAL DETERMINATION:

The project is located within the Downtown Dublin Specific Plan area, which was the subject of an Environmental Impact Report (EIR), State Clearinghouse number 20100022005. The Downtown Dublin Specific Plan Final EIR was certified by City Council Resolution No. 08-11 dated February 1, 2011. Pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15168(c)(2), the proposed project was examined to determine if another environmental document should be prepared. The proposed project is the redevelopment of an existing commercial property in the Retail-District and is within the development potential identified and examined in the Downtown Dublin Specific Plan EIR. There is no substantial evidence in the record that any new effects would occur, that any new mitigation measures would be required, or that any of the conditions triggering supplemental environmental review under CEQA Guidelines section 15162 exists.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a Public Notice was mailed to all property owners and occupants within 300 feet of the proposed project. The Public Notice was also published in the *East Bay Times* and posted at several locations throughout the City. A copy of this Staff Report was provided to the Applicant and posted to the City's website.

ATTACHMENTS:

1) Resolution Approving a Site Development Review Permit for the Demolition of Two Commercial Buildings and Construction of a 33,000 Square Foot Commercial Building and Associated Site Improvements for the Dublin Place North project.
2) Exhibit A to Resolution - Project Plans

MINUTES OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

Regular Meeting: July 23, 2024

A Regular Meeting of the Dublin Planning Commission was held on **Tuesday, July 23, 2024**. The meeting was called to order at 7:00 PM by Commission Chair Wright.

1. Call to Order

Attendee Name	Title	Status
Stephen Wright	Planning Commission Chair	Present
Matthew Aini	Planning Commission Vice Chair	Present
Catheryn Grier	Planning Commissioner	Absent
Renata Tyler	Planning Commissioner	Present
Wahida Rashid	Alternate Planning Commissioner	Present
Nicholas Ochoa	Alternate Planning Commissioner	Present

2. Pledge of Allegiance

The pledge of allegiance was recited by the Planning Commission and Staff.

3. Presentations - None

4. Public Comment

Marco Alfaro provided public comment.
Adam Masters provided public comment.

5. Consent Calendar

5.1. Approved the Minutes of the June 11, 2024, Planning Commission Meeting.

Vice Chair Aini made a motion to approve the minutes. Commissioner Tyler seconded the motion and on a 5-0 vote, the Planning Commission adopted the Consent Calendar.

RESULT:	**ADOPTED [5-0]**
MOVED BY:	Matthew Aini, Vice Chair
SECOND:	Renata Tyler, Commissioner
AYES:	Matthew Aini, Nicholas Ochoa, Wahida Rashid, Renata Tyler, Stephen Wright
ABSTAIN:	

6. Public Hearing

6.1 Dublin Place North (PLPA-2023-00018)

Amy Million, Principal Planner, gave a presentation and answered questions posed by the Commissioners.

Josh Brodsky, Portfolio manager with American Realty Advisors, spoke on the proposed project and answered questions posed by the Commissioners.

Ricky Vega, Senior designer with Gensler, gave a presentation and answered questions posed by the commissioners.

Chair Wright opened the public hearing.

There were no public speakers.

Chair Wright closed the public hearing.

On a motion by Chair Wright, seconded by Vice Chair Aini and by unanimous vote, the Planning Commission denied the Site Development Review Permit indicating Finding A could not be made because the siting and architecture does not fit in with the Downtown Dublin Specific Plan, memorialized in Resolution No. 24-06:

"*Denying A Site Development Review Permit for the demolition of two commercial buildings and construction of a 33,125 square foot commercial building and associated site improvements for the Dublin place north project 7200-7300 Amador Plaza Road and 7590 Amador valley boulevard (APN 941-0305-027-00, 941-0305-028-00, 941-0305-029-02) (PLPA-2023-00018)"*

RESULT: DENIED [UNANIMOUS]
MOVED BY: Stephen Wright, Chair
SECOND: Matthew Aini, Vice Chair
AYES: Matthew Aini, Nicholas Ochoa, Wahida Rashid, Renata Tyler, Stephen Wright
ABSTAIN:

7. **Unfinished Business – None**

8. **New Business – None**

9. **Staff and Commissioner Reports**

Neda Zayer, Assistant Community Development Director, provided the following updates:

- The City Council will be making their decision on the vacant Planning Commission seat most likely at the next City Council meeting.
- The next Planning Commission meeting is scheduled for August 13th which will have a study session for the Dublin Commons project.
- If the Commission are interested in purchasing a City of Dublin T-Shirt they can contact her with their request.

Commissioner Tyler stated she will be on vacation in the month of September and will not make the meetings in September.

Commissioner Rashid stated she will be on vacation August 26-September 9 and may miss a meeting in August.

10. Adjournment

The meeting was adjourned by Chair Wright at 9:05 P.M.

DocuSigned by:
Stephen Wright
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Planning Commission Chairperson

ATTEST:

Signed by:
Nda Zayer
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Assistant Community Development Director

DUBLIN PLACE NORTH

City Council
August 20, 2024



DUBLIN
CALIFORNIA

Project Location





DUBLIN
CALIFORNIA

Project Background

- Downtown Dublin Preferred Vision (2019)
  - Three Primary Components
    - Siting of a Town Square
    - New Street Grid Network
    - Downtown Character

Project Background

- Memorandum of Understanding (2019)
  - Secure site for Town Square
  - Identify 80-unit affordable housing site
  - Terminate/Relocate leases
  - Signage / shopping center rebranding
  - Coco's building project



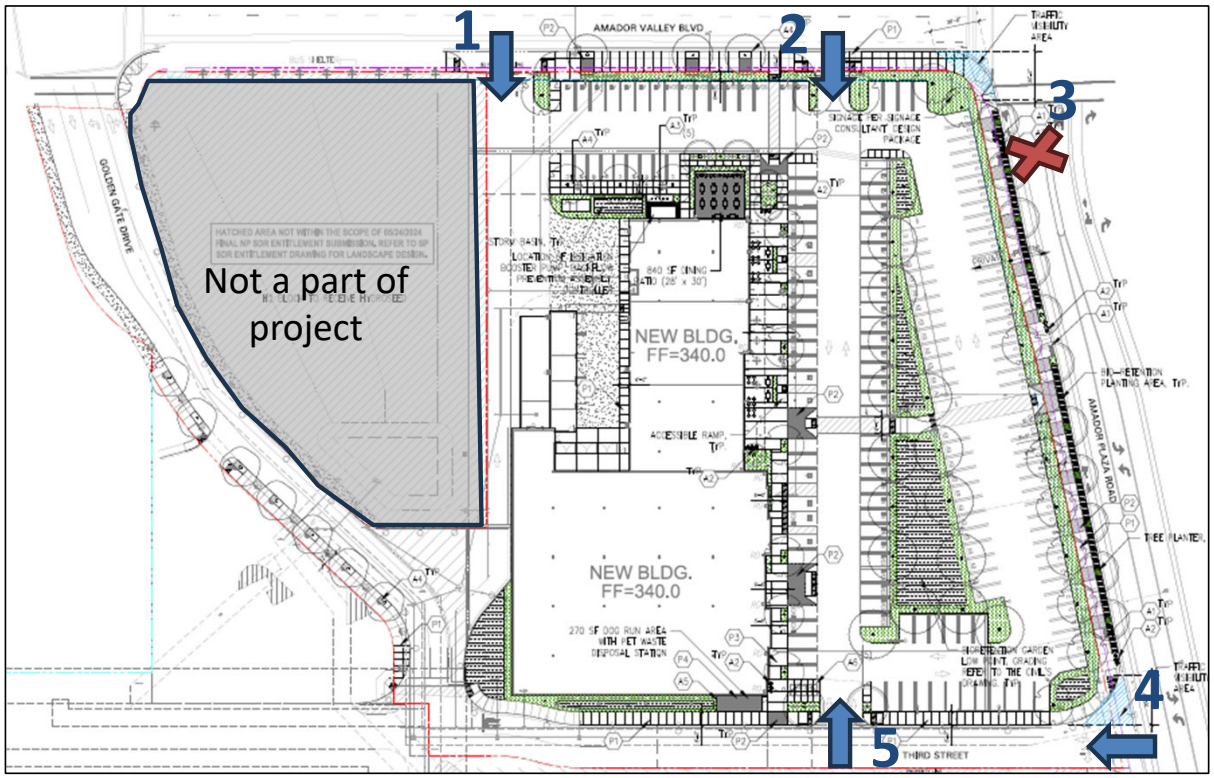
Project Background

- Planning Commission July 23, 2024
  - Denied Site Development Review Permit
  - Findings of inconsistency with DDSP
- Appeal to City Council
  - Appeal Filed July 26, 2024
  - Site Development Review Finding / Consistency with DDSP
  - CC&R and Lease Constraints

Proposed Project

- Site Development Review Permit
- Project Scope
  - Demolition of two existing buildings
  - Construction of 33,000 sf multi-tenant building
  - Reconfigure parking lot and access drives

Site Plan

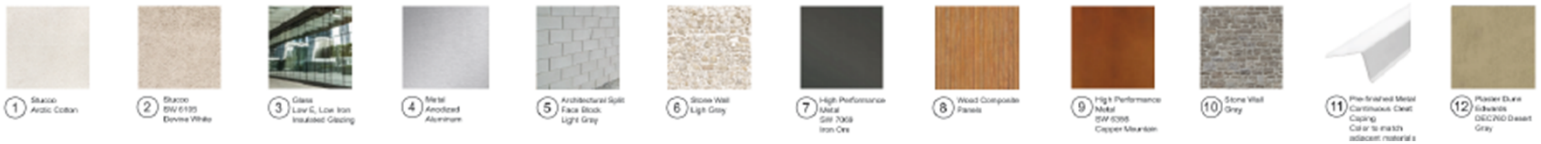

1
2
3
4
5
AMADOR VALLEY BLVD
THIRD STREET
AMADOR PLAZA ROAD
GOLDEN GATE DRIVE
Not a part of project
NEW BLDG.
FF=340.0
NEW BLDG.
FF=340.0

Site Development Review Permit









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Issues Raised in the Appeal

- Project is Consistent with the DDSP
  - Site Development Review Denial Finding
- Project has Legitimate CC&R and Lease Constraints

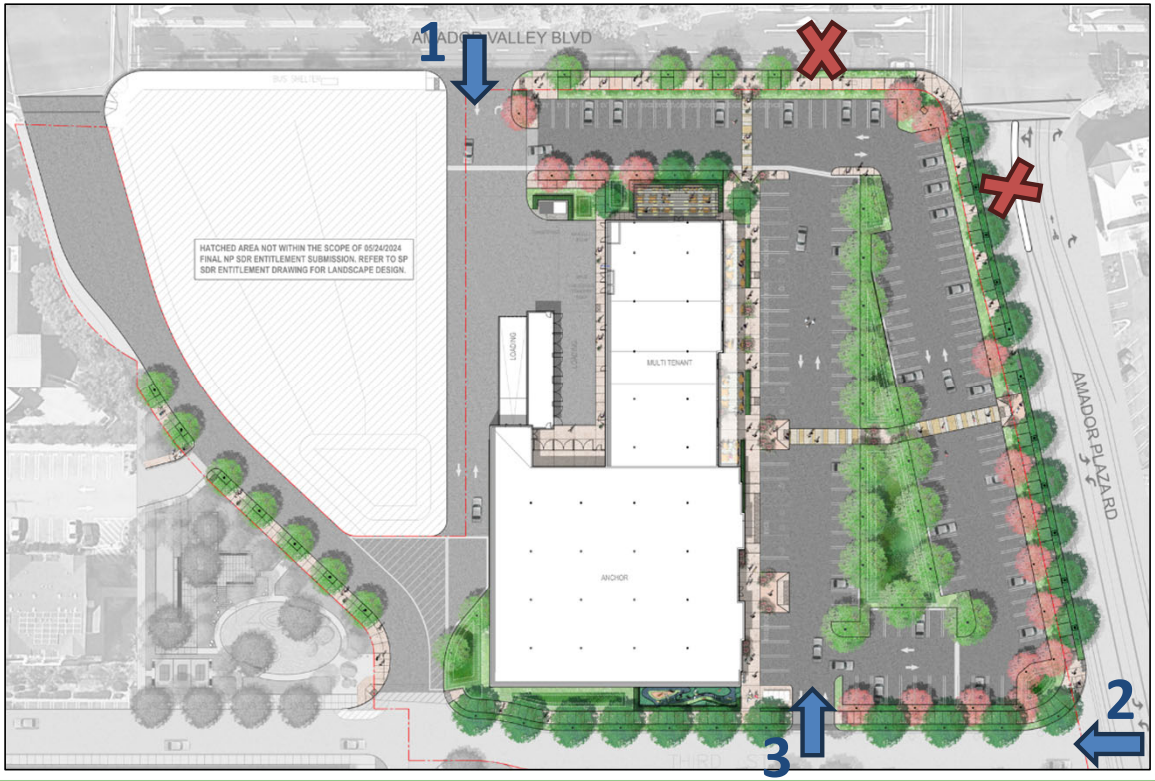
DDSP Conformance

- **Development Regulations**
  - Height - Floor Area Ratio (FAR) - Setbacks
  - Allowed Frontages - Pedestrian/Vehicle Access
- **Design Guidelines**
  - Colors & Materials - Façade Design
  - Articulation - Outdoor Seating
- **Guiding Principles of DDSP and Retail District**
  - "Create a pedestrian-friendly downtown where people can live, work and play within a short walkable distance. Redevelopment should create a memorable sense of place, and minimize potential conflicts between vehicles, pedestrians and bicyclists."
  - "Work with property owners and business to implement the Downtown Dublin Preferred Vision as provided in Section 4.1.3."

Applicant's Proposed Modifications

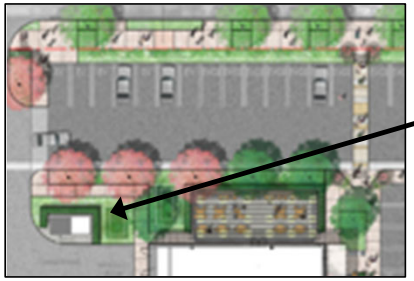
- Eliminate the one-way driveway from Amador Valley Boulevard
- Shift building nine feet to the north
  - Enhanced seating area on the north side
  - Removal of parking spaces adjacent to the seating area on the north side
  - Enhanced the dog area on the south side of PetSmart
- Enhanced pedestrian walkways
- Additional landscaping (trees, planters and pottery/planters)

Applicant's Proposed Revised Site Plan



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Enhanced Seating



Parking Removed



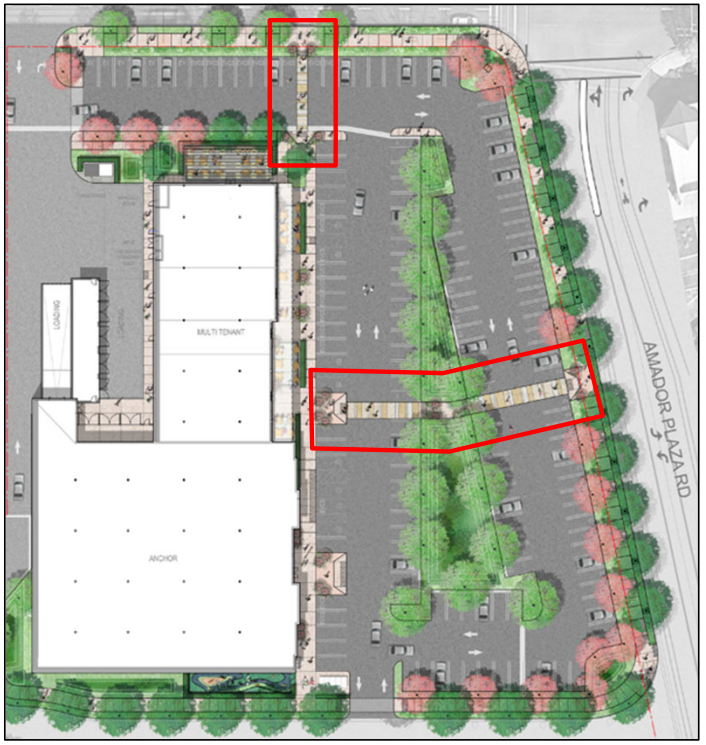


Enhanced Dog Area



Enhanced Pedestrian Pathways





Recommendation

Conduct the public hearing, deliberate and take the following action:

Adopt the Resolution Reversing the Planning Commission's Denial and Approving a Site Development Review Permit for the Demolition of two Commercial Buildings and Construction of a 33,125 Square Foot Commercial Building and Associated Site Improvements for the Dublin Place North Project

OR

Direct the City Attorney to prepare a resolution affirming the Planning Commission's action including findings of fact, for City Council consideration no later than October 9, 2024.



AUGUST 20, 2024

Development Plan: North Parcel

DUBLIN COMMONS

AMERICAN REALTY ADVISORS
INSTITUTIONAL CAPITAL MANAGEMENT
Hines

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HINES | CONFIDENTIAL & PROPRIETARY

REALIZING THE CITY'S VISION

The overarching goal of the Downtown Dublin Specific Plan (DDSP), adopted in 2011, is "to create a vibrant, dynamic commercial and mixed-use center that provides a wide array of opportunities for shopping, services, dining, working, living, and entertainment in a pedestrian-friendly and aesthetically pleasing setting that attracts both local and regional residents."







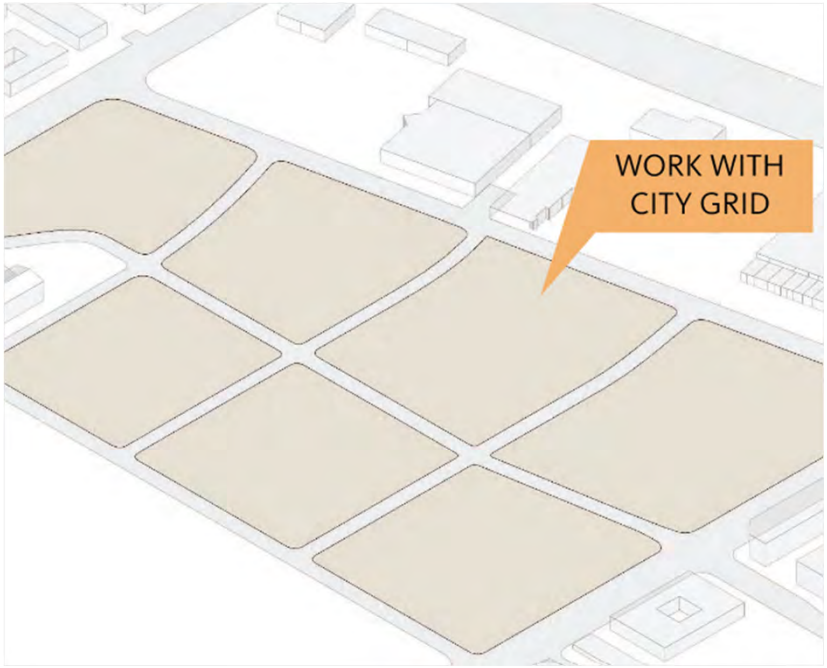






ALIGNING WITH CITY'S VISION

The current project design principles align with the City's Downtown Dublin Specific Plan



The project will honor the **City grid**…including North Parcel



The Commons will be a **Town Square Park** benefiting the entire community



Downtown Character consistent with the local Dublin community

HINES | CONFIDENTIAL & PROPRIETARY

PROJECT HISTORY

REALIZING CITY'S 2011 VISION REQUIRES PARTNERSHIP BETWEEN THE CITY AND THE OWNER

CITY COMMITTMENT

- City Council set a priority goal to prepare for a Downtown Dublin Specific Plan in 2006
- City approved the DDSP in 2011
- City received community support for a new downtown in 2019
- City approached ARA ("Owner") to help realize the vision of Downtown Dublin
- City signed an MOU with Owner outlining City's and Owner's commitment
- City assisted in the acquisition of 7300 Amador Plaza Road
- City understands that Downtown Dublin will be a multi-phase project

OWNER COMMITTMENT

- Acquired Tekin Parcel and Petsmart Parcel
- Established a development team and appointed Hines and Gensler as development manager and master plan architect
- In contract to purchase Burlington Parcels to complete the entire assemblage
- Bought out Hobby Lobby lease at risk
- Stopped redevelopment of 7505 Dublin Blvd
- Stopped leasing vacant retail spaces, costing ownership monthly rents
- Paid down mortgage the site to allow more flexibility for development
- Commitment to date more than $90MM

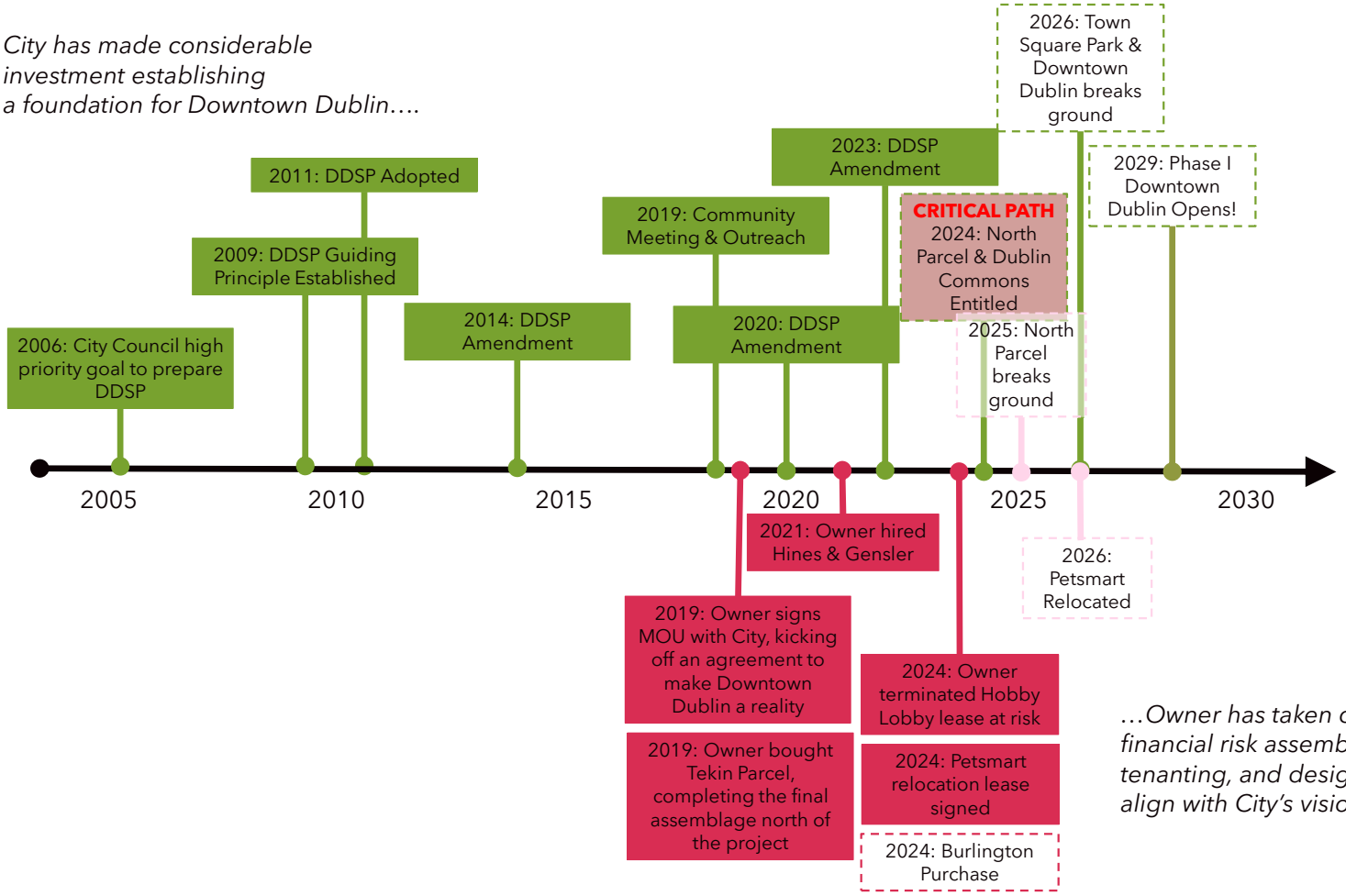


Together, this project will accomplish what neither side can do alone

PROJECT HISTORY, SCHEDULE & POTENTIAL OUTCOMES

NORTH PARCEL ENTITLEMENT IS THE CRITICAL PATH MILESTONE TO REDEVELOP THE ENTIRE PROJECT

City has made considerable investment establishing a foundation for Downtown Dublin….

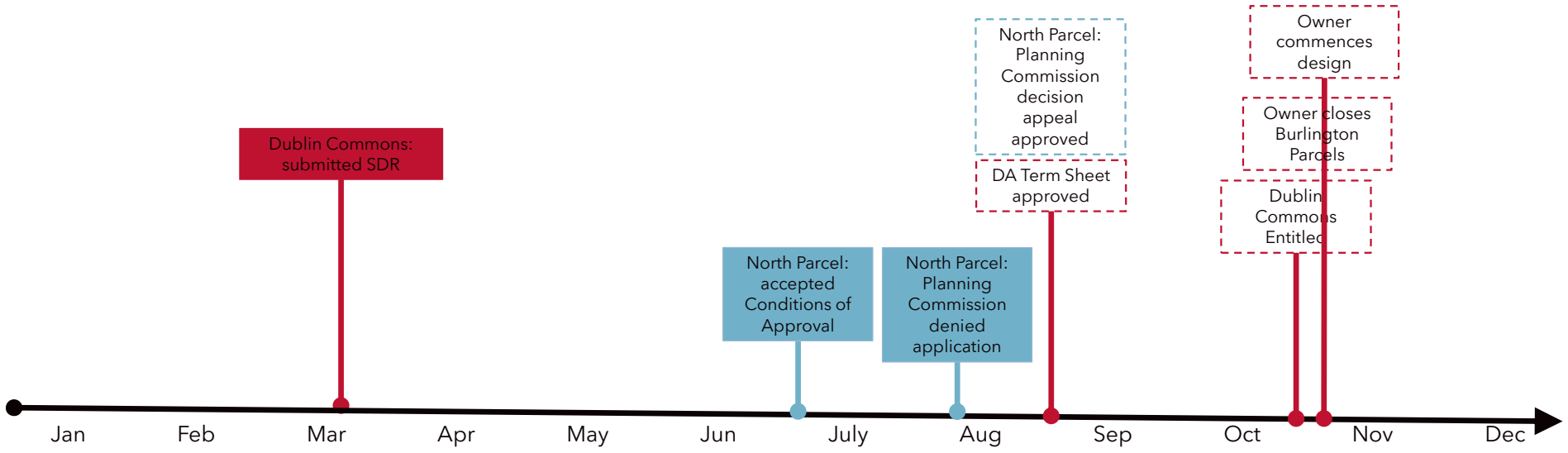


…Owner has taken considerable financial risk assembling the site, de-tenanting, and designing the project to align with City's vision.

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PROJECT SCHEDULE & POTENTIAL OUTCOMES

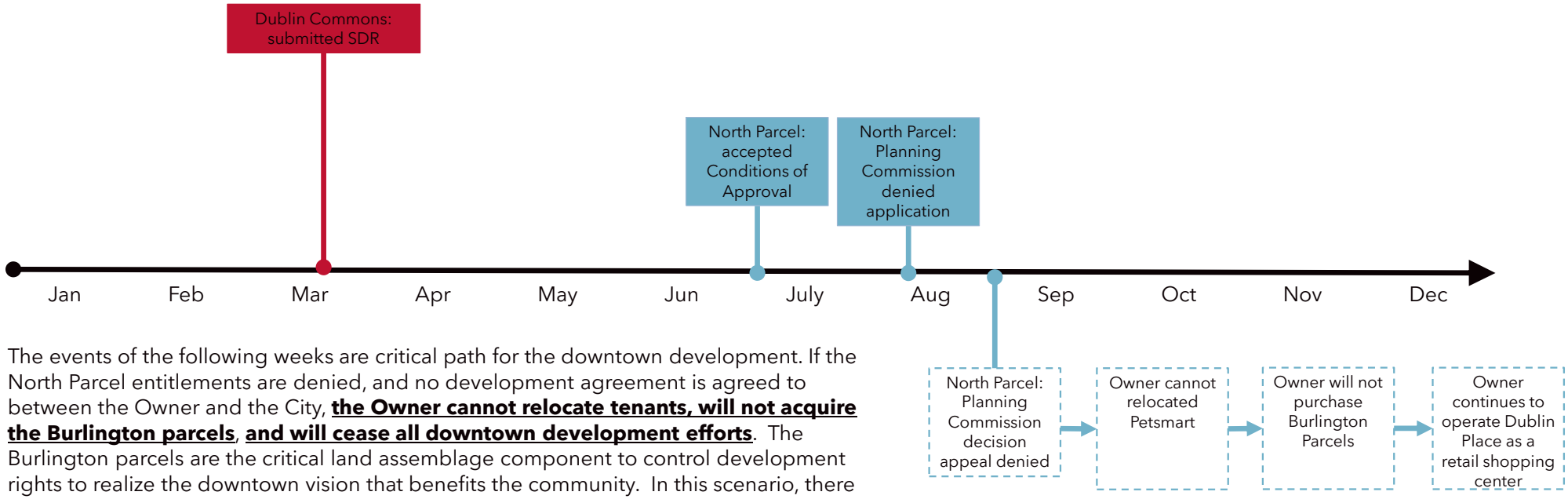
OUTCOME SCENARIO #1 – NORTH PARCEL IS APPROVED TO CREATE PATH FOR DEVELOPMENT



The events of the following weeks are critical path for the downtown development. When the Owner receives North Parcel entitlement approval and executes a Development Agreement with the City, key financial & legal development risks will be mitigated. This risk mitigation allows the Owner to purchase the Burlington parcel, complete the land assemblage, build the North Parcel building, and relocate existing tenants that remove encumbrances freeing the larger site for the downtown development.

The Owner is aligned with the City to realize the downtown vision.

OUTCOME SCENARIO #2 – NORTH PARCEL ENTITLEMENTS ARE DENIED, NO BURLINGTON LAND ACQUISITION, NO DOWNTOWN DEVELOPMENT



The events of the following weeks are critical path for the downtown development. If the North Parcel entitlements are denied, and no development agreement is agreed to between the Owner and the City, **the Owner cannot relocate tenants, will not acquire the Burlington parcels**, **and will cease all downtown development efforts**. The Burlington parcels are the critical land assemblage component to control development rights to realize the downtown vision that benefits the community. In this scenario, there may never be a future opportunity to realize the downtown vision because no single owner would control the land, development rights or the ability to develop a project at the scale required to build a downtown environment.

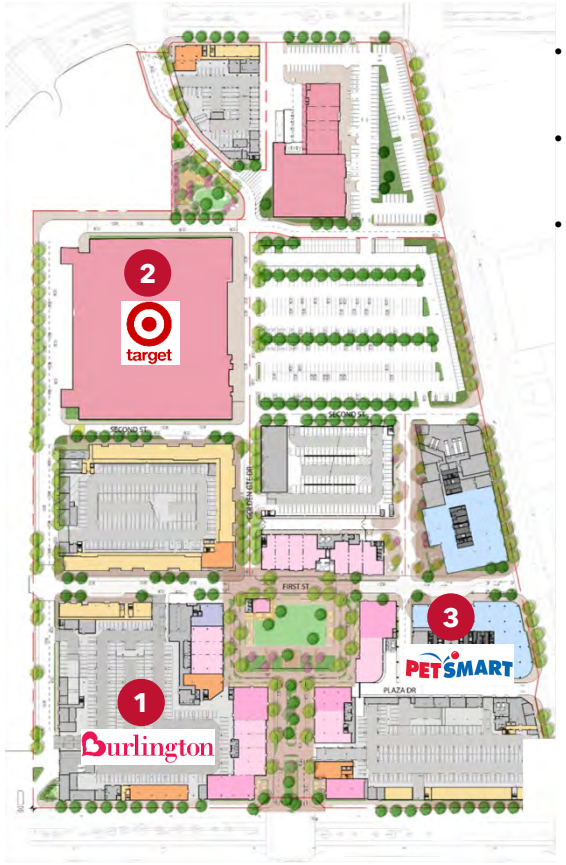
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EXISTING TENANT RIGHTS & ENCUMBRANCES

THE CHALLENGES: FRACTIONAL OWNERSHIP AND EXISTING TENANT RIGHTS



Existing Site Plan



Proposed Site Plan

- Existing tenant cooperation is required to realize City's vision for Downtown
- Owner has made significant progress with tenant negotiations over the last 18 months to create a path forward for a downtown development
- There are 3 primary issues to realize city's vision of downtown:

	Issues
1 Burlington	Burlington owns their parcels; Owner purchase of the parcels is required to move forward with the development
2 target	Long term lease (2038) with CC&R controls to block redevelopment; New lease extension with Target is required to clear path for the development with revised CC&R's
3 PETSMART	Long term lease (2036) in the first phase of redevelopment; Petsmart must be relocated to clear path for development

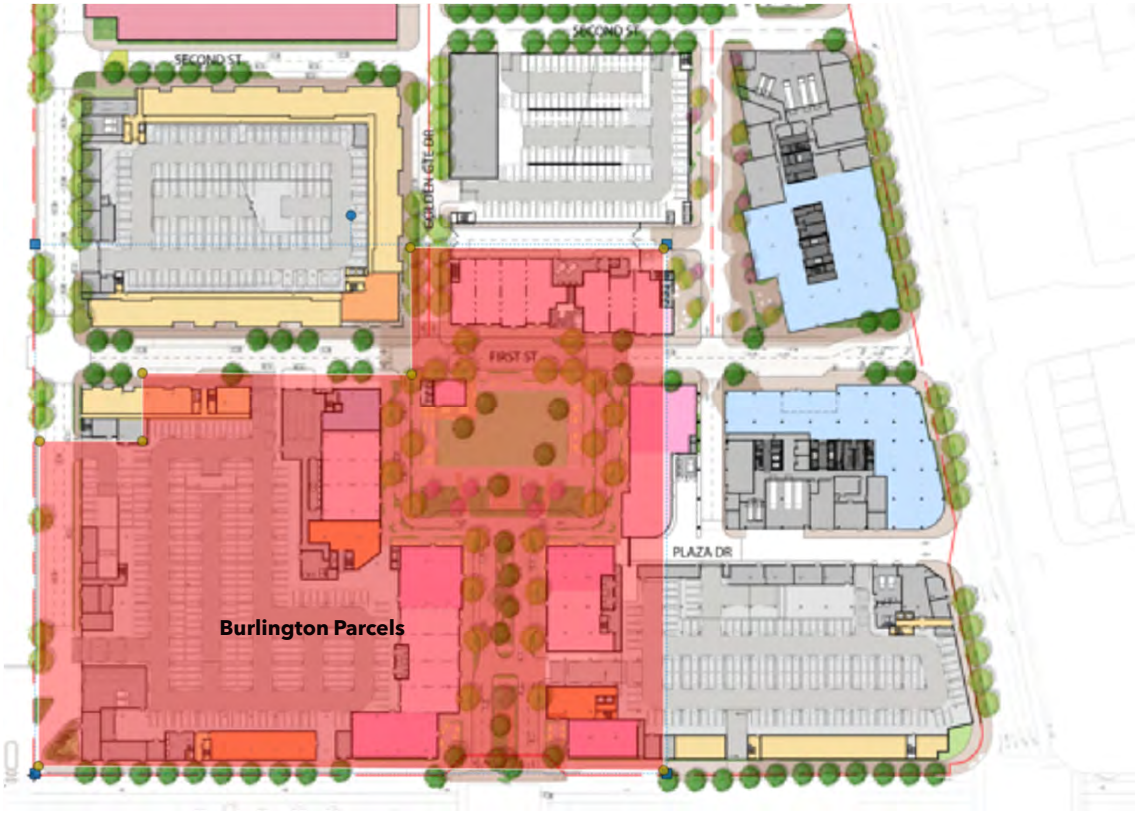
Owner has made significant strides to vacate the site for redevelopment, but there is still work to be done…

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SOLUTIONS TO TENANT ENCUMBRANCES

SOLUTION #1: OWNER IS UNDER CONTRACT TO BUY BURLINGTON PARCELS

- Burlington controls the remaining 9.36 acres to complete the assemblage for Downtown Dublin
- There is **NO** path forward for Downtown Dublin development without Burlington's site acquisition
- Owner has been negotiating with Burlington since 2017 to purchase the property and is now under contract to purchase with a scheduled closing date of 10/15/24, subject to North Parcel approval and approval of a development agreement term sheet with the City
- Owner will **NOT** purchase Burlington parcels if there is no immediate path to relocate tenants to the North Parcel allowing for redevelopment. It does not make economic sense to purchase the Burlington Parcels unless there is a clear development path.



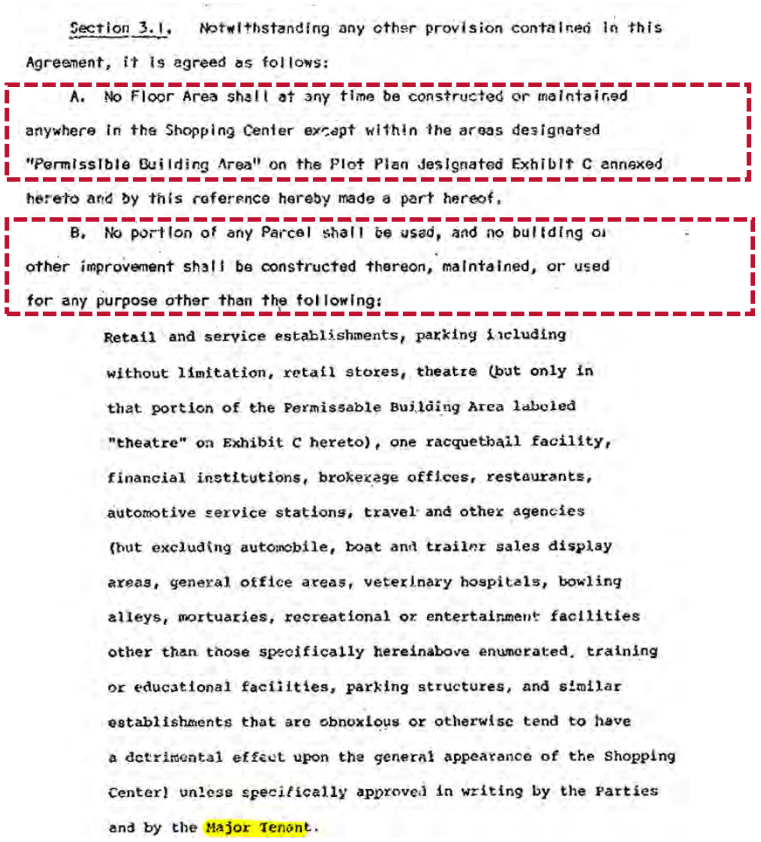
If the site is not purchased then the existing site will remain a retail shopping center for decades to come unless the designed and tenant negotiated North Parcel is built

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SOLUTIONS TO TENANT ENCUMBRANCES

SOLUTION #2: OWNER IS NEGOTIATING A DEAL WITH TARGET

- Target is considered a Major Tenant in the CC&R and any redevelopment in the Shopping Center requires Target's approval
- Target has a productive store in Dublin and wants to continue to serve the Dublin community
- Target has no desire to relocate offsite or internally- the retailer enjoys the easy access and large surface parking
- To allow Owner to change the CC&R and allow for redevelopment, Target demanded the following:
  - Additional term to the lease
  - Below market rent
  - Tenant improvement (new surface parking, lighting, signage)
  - Line of sight from important street corners
    - Amador Valley Blvd and Amador Plaza Road generates more traffic than Dublin Blvd
    - Owner will need demolish Lucile's building to enhance Target's visibility



Section 3.1. Notwithstanding any other provision contained in this Agreement, it is agreed as follows:

A. No Floor Area shall at any time be constructed or maintained anywhere in the Shopping Center except within the areas designated "Permissible Building Area" on the Plot Plan designated Exhibit C annexed hereto and by this reference hereby made a part hereof.

B. No portion of any Parcel shall be used, and no building or other improvement shall be constructed thereon, maintained, or used for any purpose other than the following:

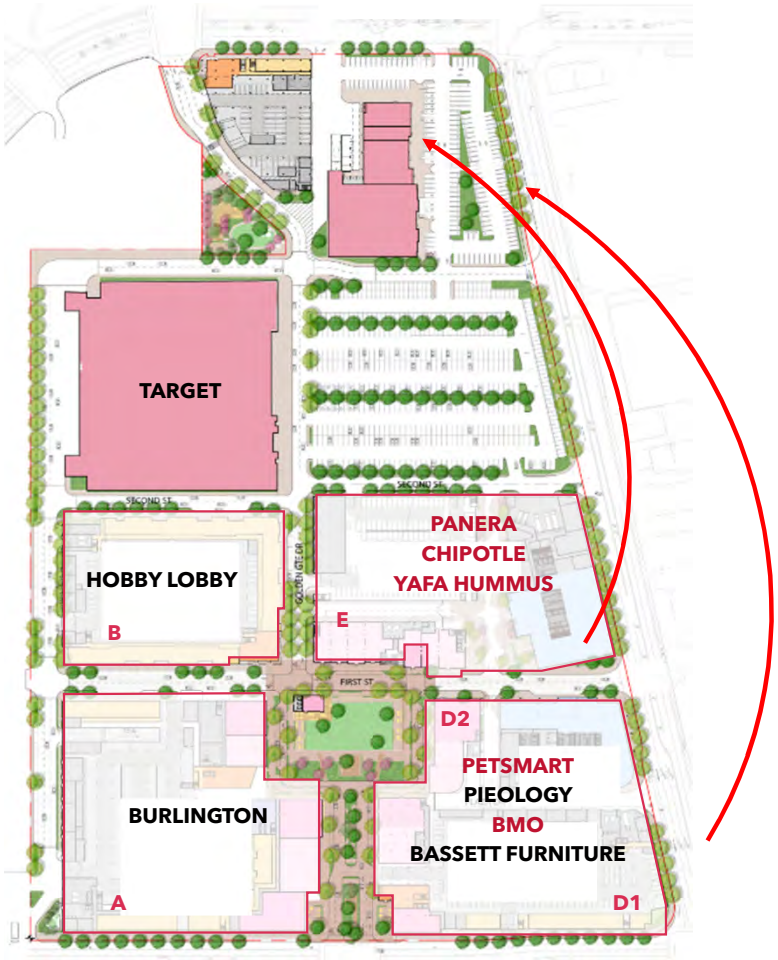
Retail and service establishments, parking including without limitation, retail stores, theatre (but only in that portion of the Permissable Building Area labeled "theatre" on Exhibit C hereto), one racquetball facility, financial institutions, brokerage offices, restaurants, automotive service stations, travel and other agencies (but excluding automobile, boat and trailer sales display areas, general office areas, veterinary hospitals, bowling alleys, mortuaries, recreational or entertainment facilities other than those specifically hereinabove enumerated, training or educational facilities, parking structures, and similar establishments that are obnoxious or otherwise tend to have a detrimental effect upon the general appearance of the Shopping Center) unless specifically approved in writing by the Parties and by the Major Tenant.

Any development plan requires Target's cooperation to approve amendments to the CC&R that control the entire Shopping Center; Target is a sophisticated tenant thus concessions are being made for their approval to modify their existing CC&R rights

SOLUTIONS TO TENANT ENCUMBRANCES

SOLUTION #3: RELOCATE PETSMART IN THE CENTER

- Petsmart has a long-term lease encumbrance through 2036
- Petsmart's building (incl parking) currently resides on Parcels D1, D2, and Town Square Park of the proposed development, blocking key downtown development components including the town-square park
- Any development plan requires Petsmart's contractual cooperation to relocate
- Petsmart is a sophisticated tenant and understands the contractual lease leverage over Owner; the relocation to the North Parcel has been heavily negotiated and agreed upon because it improves Petsmart's position in the project
- Petsmart has signed a lease to relocate to the North Parcel and agreed to the North Parcel site plan
- The North Parcel **must be approved** to allow Petsmart relocation
- Several additional smaller tenants are in negotiations to terminate or relocate to North Parcel



SOLUTIONS TO TENANT ENCUMBRANCES

SOLUTIONS 1 -3 SOLVES MAJOR TENANT LEASE ENCUMBRANCES… BUT IT IS ALL OR NONE

Burlington Parcels

- Owner will NOT purchase Burlington's parcels (Owner can back out of Purchase and Sale Agreement before 10/15/24), if there is no immediate path for redevelopment and a home for Petsmart
- It does not make economic sense to buy vacant retail buildings that could remain vacant for many years in their current condition
- Burlington may decide to (re)lease Toys 'R' Us space and Basset space
- For large retail tenant spaces to be attractive, we expect a 20-year term, with up to 8 5-year extension options lease
  - Site may be encumbered for 20-60 years (to 2084)
- Burlington may sell their parcels to another major retailer

Petsmart

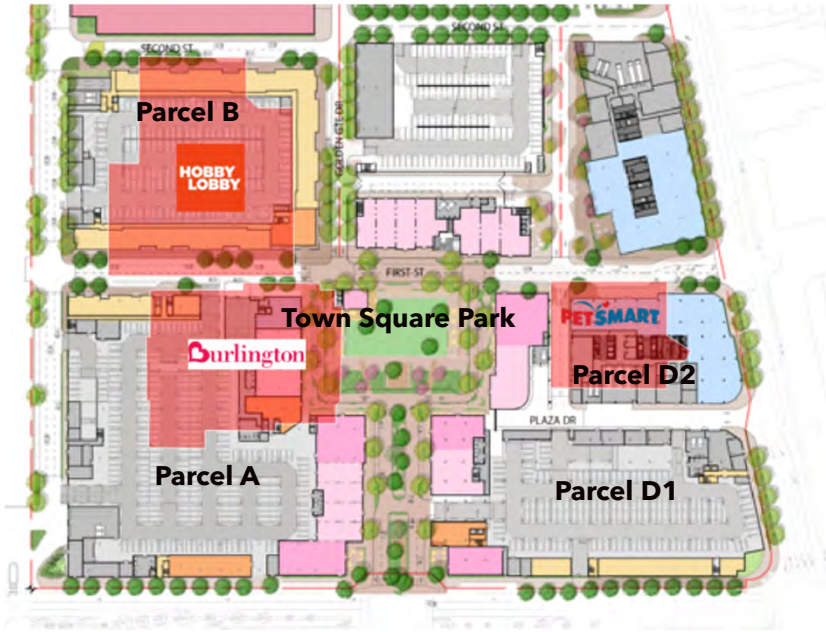
- Letting Petsmart's lease to naturally expire is an option for the City, but not for Owner
- Owner cannot sit on empty retail tenant spaces for 12 more years- If Petsmart cannot be relocated, Owner will re-lease the shopping center as operate as a retail shopping center
- Parking area is shared with Burlington
  - Although lease will end in 2036, Owner will need to re-lease Petsmart space to have the same lease maturity date with Burlington Parcel (final expiration 2084)

Target

- Owner will not need to sign an agreement with Target to allow it to redevelop

Vacant Large Retail Tenant Spaces (i.e. Former Hobby Lobby and Grocery Outlet)

- If there is no path for North Parcel development to relocated tenants, Owner cannot let the vacant large retail tenant spaces remain empty and will need to sign a new tenant lease with significant term (i.e. 20 years+ with options) creating a long-term lease encumbrance blocking downtown development plans



SOLUTIONS TO TENANT ENCUMBRANCES

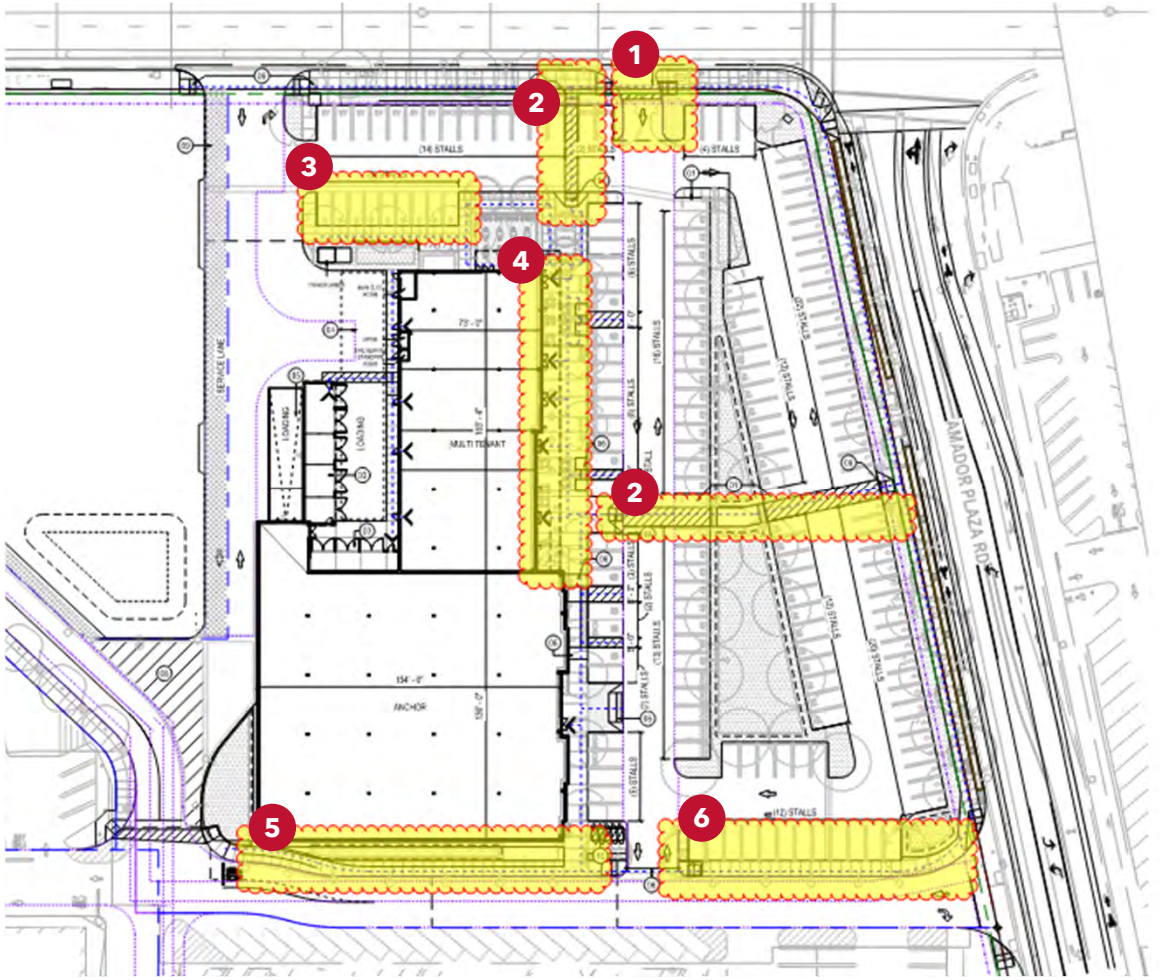
NORTH PARCEL DESIGN PROVIDES SOLUTIONS TO PETSMART AND TARGET REQUIREMENTS

- Flexibility of site plan is limited- North Parcel is <u>not</u> trying to attract new tenants that want to be in Dublin, rather, Owner is asking for accommodation from existing tenants to relocate
- The Key parameters for Target, Petsmart, and planning considerations are:
    1. Target's traffic visibility requirements from Amador Valley & Amador Plaza, prevent any structure on Amador Plaza Road
    2. Need to provide a viable site for senior housing, adjacent to existing senior housing
    3. Designed parking ratio minimums for retail tenants incl. <u>direct access</u> to front doors
    4. Maneuverability for servicing & loading, per tenant guidelines
    5. Trash service area and service dock
- Other considerations for national retailers and Quick Service Restaurants (QSRs):
    - Strong prohibited use language (i.e. PetSmart does not want to be next to a restaurant or QSRs), adding to design challenge
    - National retailers rely on prescribed design guidelines nationally (entrances, store frontage, cash wrap locations, loading, servicing and back of house)
    - Relocated tenants demand curb side pick ups
- Owner needs to meet tenants' requirements, otherwise tenants will not agree to amend the CC&Rs or relocate
- Current site plan honors Dublin's vision of city grid- this limits options for North Parcel but allows for a better pedestrian connection with new sidewalks and street trees



Current Site Plan

ENHANCED NORTH PARCEL DESIGN TO ADDRESS FEEDBACK FROM PLANNING COMMISSION



We have listened…

1. Owner will eliminate 2nd curb cut on Amador Valley Boulevard
2. Owner will provide enhanced paving to provide a more desirable pedestrian connection
3. Owner will convert parking stalls into outdoor dining and landscaping
4. Owner will enhance outdoor dining experience
5. Owner will move the buildings north to enhance pedestrian experience on 3rd Street. 3rd Street will establish the city grid and pedestrian connection
6. Owner will move the buildings north to enhance pedestrian experience on 3rd Street. 3rd Street will establish the city grid and pedestrian connection

Any other site configuration will provide challenges from access, servicing & loading, layout (back of house), security, and operations perspective and will be rejected by the tenants we would like to relocate

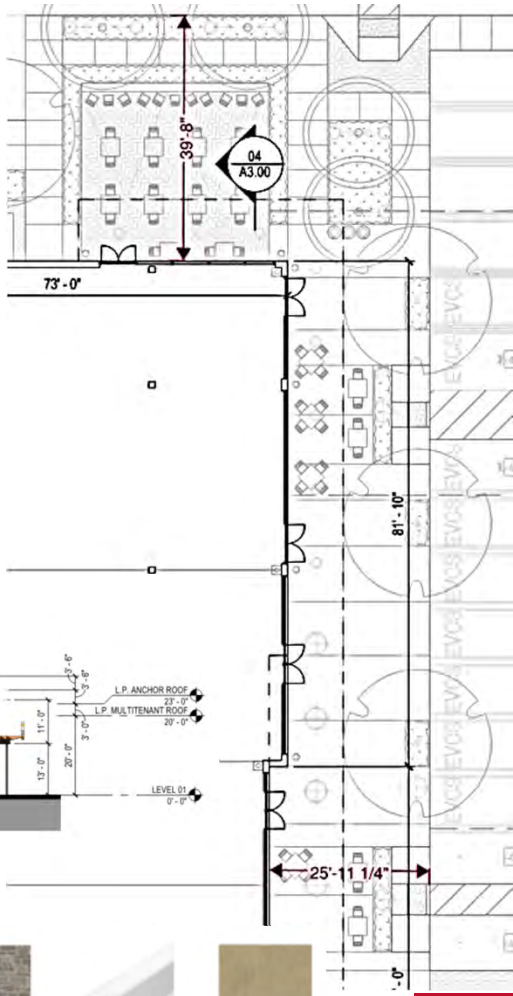
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NORTH PARCEL DESIGN AND PLANNING COMMISSION FEEDBACK

ENHANCED NORTH PARCEL DESIGN TO ADDRESS FEEDBACK FROM PLANNING COMMISSION

- New North Parcel will have ample outdoor dining opportunities
  - >25′ deep sidewalks with planters and lush landscaping
  - Two rows of café tables in front of multitenant space, accommodating 127 seats
- A dog park will be placed adjacent to Petsmart to engage customers and guests
- 8′ sidewalks on 3rd Street and 12′ sidewalks on Amador Valley Blvd and Amador Plaza Road
- Public Art to enhance Petsmart building
- North Parcel will serve national and regional retailers, such as Petsmart, Chipotle, Yafa Hummus, BMO, and Panera Bread
- Landscaping and building materiality that will integrate throughout the entire redevelopment (including South Parcel)



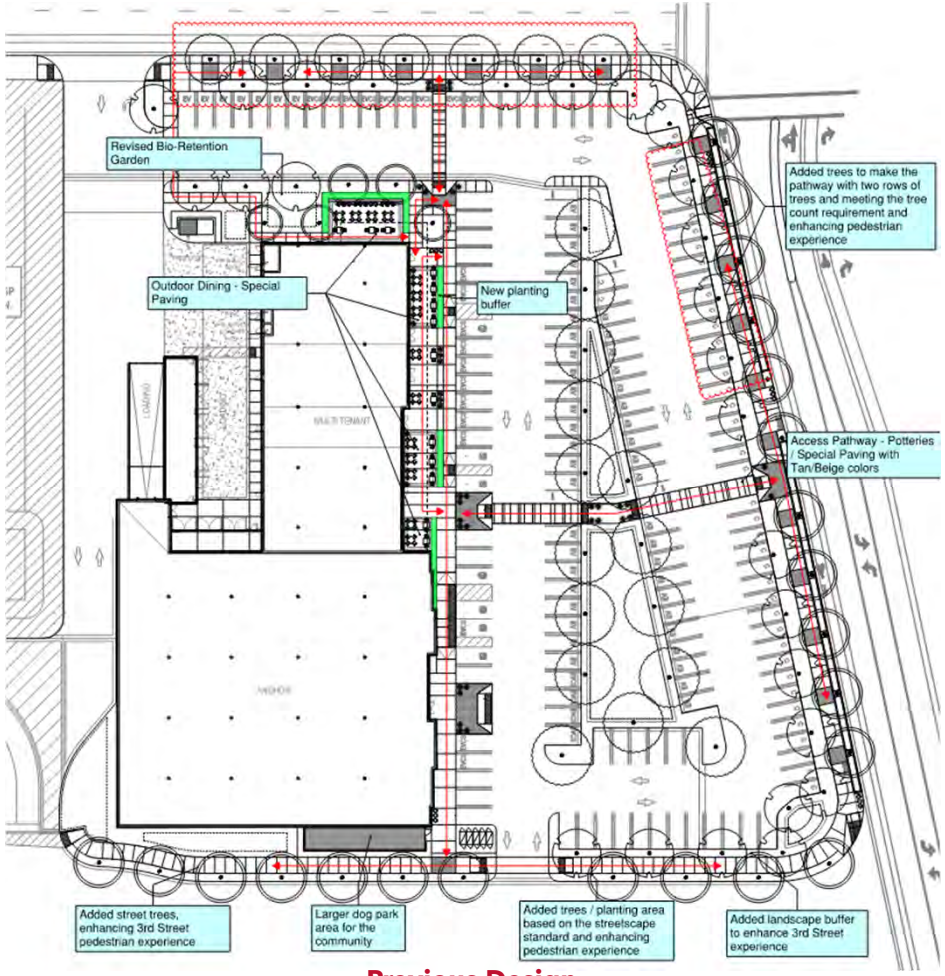




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NORTH PARCEL DESIGN AND PLANNING COMMISSION FEEDBACK

ENHANCED NORTH PARCEL DESIGN TO ADDRESS FEEDBACK FROM PLANNING COMMISSION



Previous Design



Updated Design

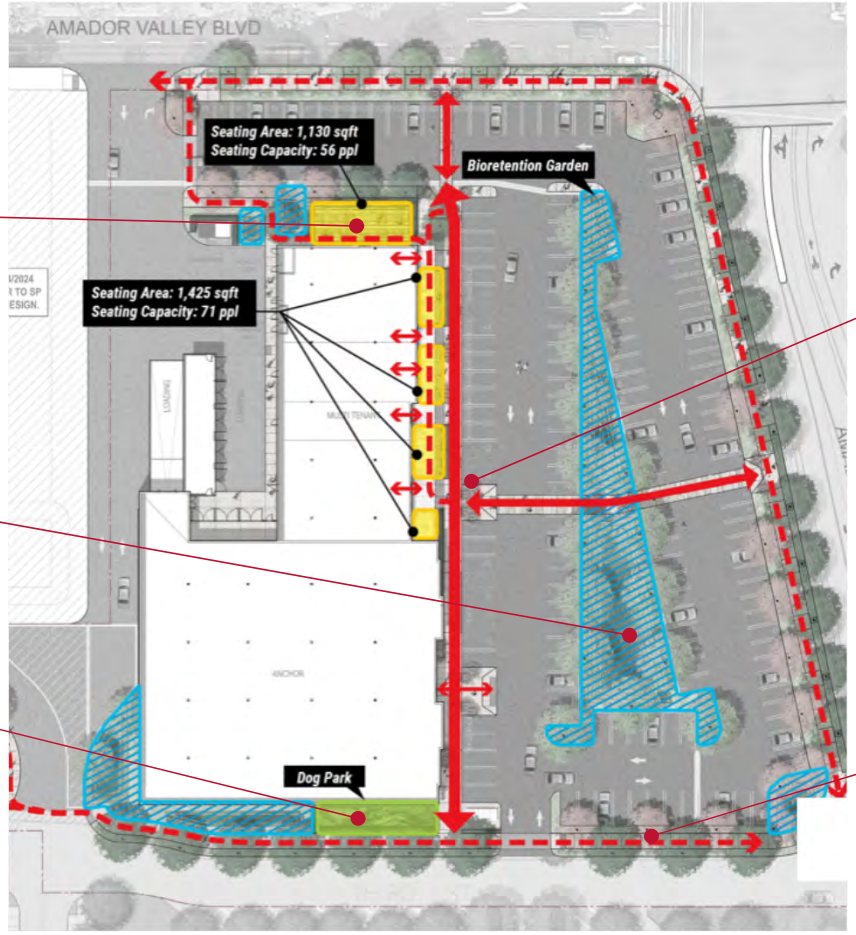
NORTH PARCEL DESIGN AND PLANNING COMMISSION FEEDBACK

KEY FEATURES OF NORTH PARCEL DESIGN

Outdoor dining- with capacity for 127 dinners

Lush garden, providing greenery and enhancing pedestrian connection from Amador Plaza Road

Dog Park to help activate 3rd Street



Mid-block connection from Amador Valley Boulevard and Amador Plaza Road to 3rd Street

Enhanced landscaping and sidewalks, working with the City's gird network

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NORTH PARCEL DESIGN AND PLANNING COMMISSION FEEDBACK

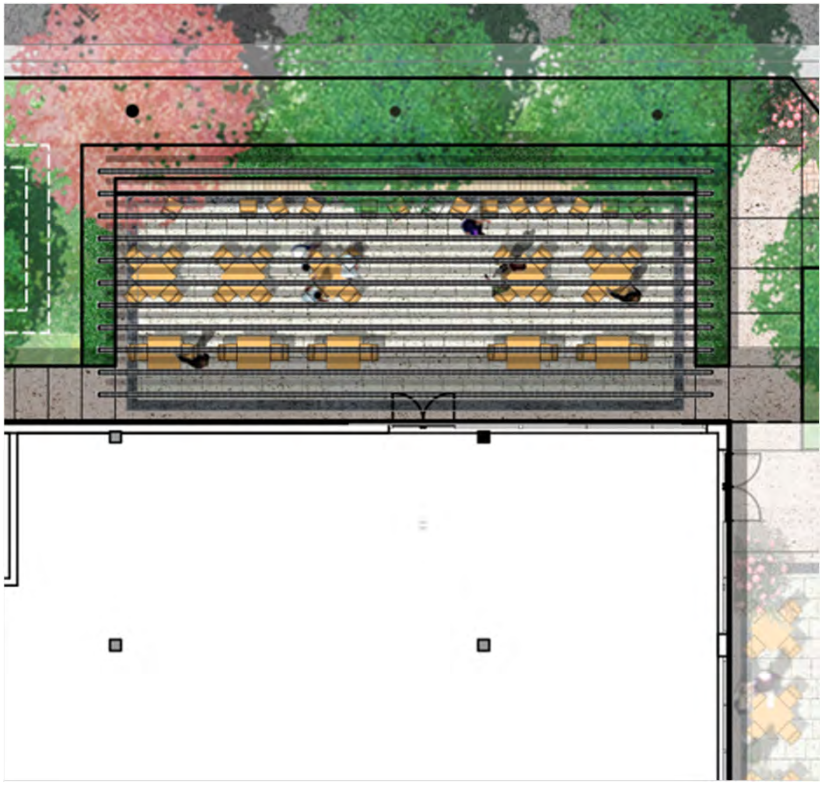
KEY FEATURES OF NORTH PARCEL DESIGN



North Parcel will focus on creating intimate spaces for outdoor dining- specialty paving to create 'dining rooms', catenary lights, shade structure, and landscape buffers to enhance the customer's dining experience



Restaurants will have 25'+ sidewalks for outdoor dining



Outdoor dining, with specialty paving on the north end cap. Catenary lights to help enhance evening dining experience

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NORTH PARCEL DESIGN AND PLANNING COMMISSION FEEDBACK

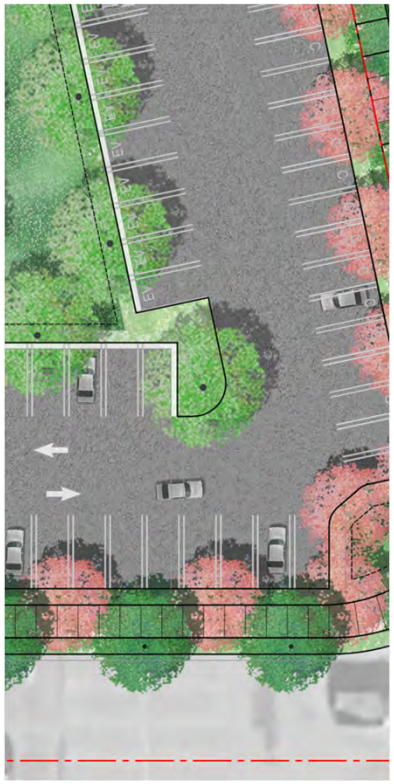
KEY FEATURES OF NORTH PARCEL DESIGN

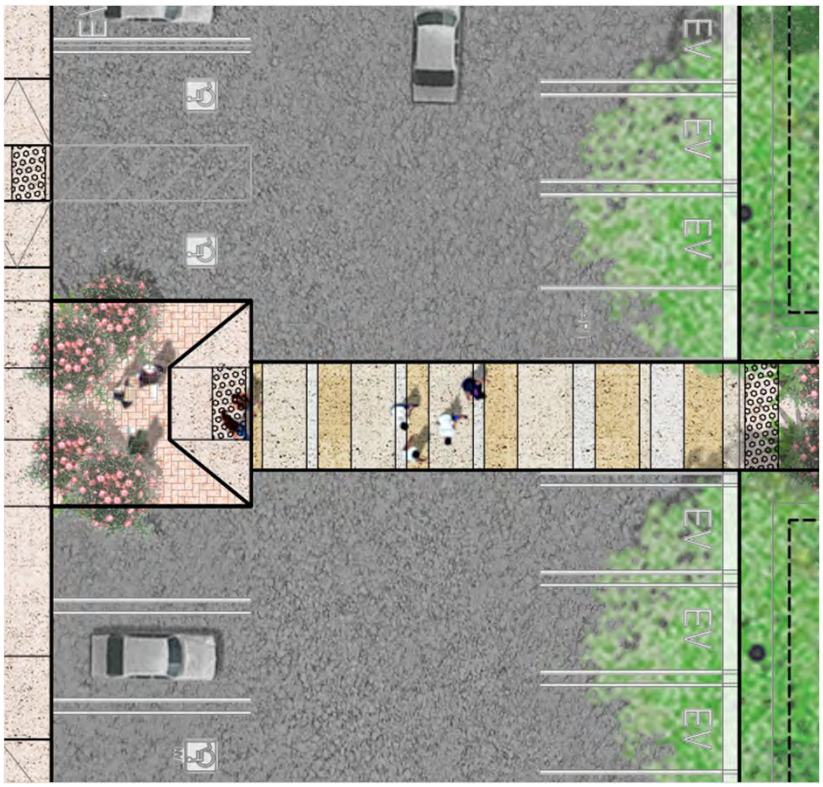


Mid-block crossings to enhance pedestrian connection from Amador Valley Boulevard and Amador Plaza Road



Tree lined 8’ sidewalk on 3rd Street and 12’ sidewalk on Amador Valley with landscape buffers to enhance the pedestrian experience





Specialty paving, potted plants, lush landscaping to soften edges

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NORTH PARCEL DESIGN AND PLANNING COMMISSION FEEDBACK

NORTH PARCEL IS CONSISTENT WITH DDSP

1. **North Parcel will be a community shopping center**
2. **North Parcel will be compatible With adjacent structures**
3. **North Parcel will have strong pedestrian connection, city grid**
4. **North Parcel will serve national regional-serving retailer**

4.1 Retail District Development Standards

4.1.1 Location

The location of the Retail District is illustrated on Figure 3-1: Downtown Dublin Specific Plan Districts and on the map to the right. This map is also used throughout this Section for reference.

4.1.2 Vision

1

The Retail District will continue to serve as a primary regional and community shopping destination in the City.

2

New and remodeled buildings will complement the existing uses with designs that are compatible with adjacent structures and the district as a whole. Buildings shall utilize "green" materials as well as materials that are of high quality - durable, attractive, long-lasting, and in context with the building architecture. While compatibility is important, creativity and unique designs are encouraged that can establish a signature look for the district.

3

Areas adjacent to buildings (including surface parking lots) will be designed to cre ore inviting pedestrian-friendly gathering spaces and amenities and will incorporate pathways and additional landscaping to encourage walking between businesses and improve the visual quality of the area. A pedestrian-scale, walkable environment will be encouraged by implementation of the Downtown Dublin Preferred Vision described below and by incorporating amenities, where appropriate, such as paseos (e.g. walkways, promenades), plazas, courtyards, benches, and informal gathering spaces. Connectivity within the District and to other areas outside the District will be strongly encouraged.

4

Businesses in the Retail District are ioned to include a mix of retail (ranging from small independent retailers to national regional-serving retailers), service, office, and civic uses complimented by residential uses.



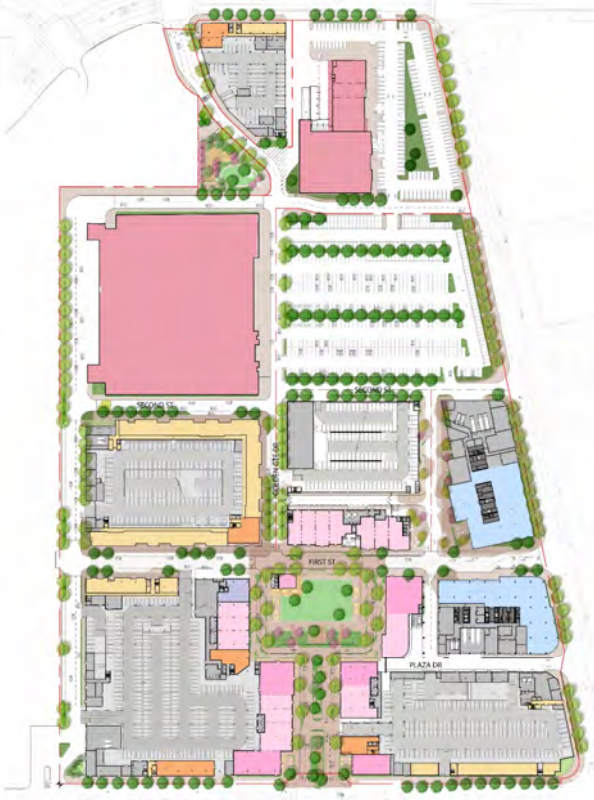
Figure 4-1: Retail District Location



NORTH PARCEL DESIGN AND PLANNING COMMISSION FEEDBACK

RETAIL SHOPPING CENTER THAT WILL CONTINUE TO SERVE THE NEIGHBORHOOD

- Target & Petsmart add value to Downtown Dublin
  - Target & Petsmart will act as an anchor to Downtown Dublin, allowing the project to thrive as the parcels redevelop
  - Petsmart & Target's co-tenancy creates a strong ecosystem (vs. Target alone in an island)
  - Both tenants will draw customers and encourage regional F&B tenants to come to Downtown Dublin
- Productive Target & Petsmart that will continue to serve the Dublin community
  - Dublin residents love both Target & Petsmart as evidenced by their unwillingness to leave the market
  - Both tenants are happy where they are and do not want to leave Dublin
- Upon expiration of their leases, the current city grid configuration will free up 3 additional parcels for redevelopment



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THE OPPORTUNITY FOR ALIGNMENT IS NOW…

Ownership:

- Unlike Stoneridge Mall- engaged Owner who will pursue the redevelopment
- Single owner controlling the entire site

Tenants:

- Hobby Lobby bought out
- Tenants are willing to relocate… so long as their new sites fit their formula
- Substantially vacant center
- Purchase & Sale Agreement signed with Burlington

City:

- City has poured resources on the Downtown Dublin redevelopment plans since 2011 and has the opportunity to realize this vision today.

With these enhancements, the North Parcel represents a quality parcel that helps facilitate the larger vision.





Appen

APPENDIX

ADDITIONAL RENDERINGS



APPENDIX

ADDITIONAL RENDERINGS



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APPENDIX

ADDITIONAL RENDERINGS



APPENDIX

ADDITIONAL RENDERINGS



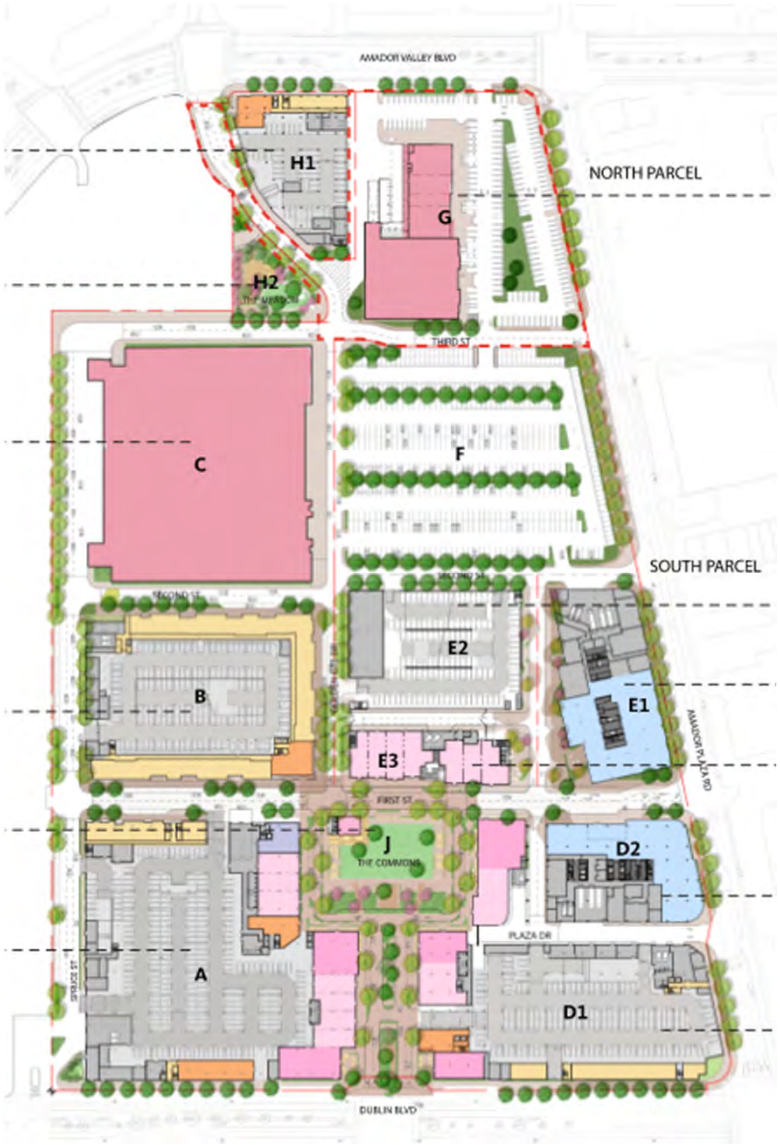
APPENDIX

ADDITIONAL RENDERINGS



APPENDIX

SITE PLAN



APPENDIX

IT IS UNDERSTOOD FROM THE DDSP THAT THE "DOWNTOWN CORE" IS THE FIRST PHASE OF DEVELOPMENT



MULTIPLE DESIGN ITERATION PROCESS TO ACHIEVE APPROVED SITE PLAN

SCHEME 0 | 03.23.2022



SCHEME 1 | 04.25.2022



SCHEME 2 | 04.25.2022



SCHEME 5A | 04.25.2022



SCHEME 5B | 04.25.2022



SCHEME 6 | 04.25.2022



SCHEME 7 | 07.14.2023



FINAL SCHEME



Over a 2-year period, Owner designed multiple North Parcel schemes to accommodate existing tenant demands. Owner is required to meet tenant demands to clear rights to develop the larger Downtown Dublin. After an exhaustive design iteration & negotiation effort with the tenants, Scheme 8 was agreed to as the path forward. Without the Final Scheme, Tenants will remain in place and will not relinquish their rights.

APPENDIX

TENANTS: TARGET CONTROLS THE CC&R AND REDEVELOPMENT SINCE 1979

Section 3.1. Notwithstanding any other provision contained in this Agreement, it is agreed as follows:

A. No Floor Area shall at any time be constructed or maintained anywhere in the Shopping Center except within the areas designated "Permissible Building Area" on the Plot Plan designated Exhibit C annexed hereto and by this reference hereby made a part hereof.

B. No portion of any Parcel shall be used, and no building or other improvement shall be constructed thereon, maintained, or used for any purpose other than the following:

Retail and service establishments, parking including without limitation, retail stores, theatre (but only in that portion of the Permissable Building Area labeled ibit C hereto), one racquetball facility, tions, brokerage offices, restaurants, e stations, travel and other agencies (but excluding automobile, boat and trailer sales display areas, general office areas, veterinary hospitals, bowling alleys, mortuaries, recreational or entertainment facilities other than those specifically hereinabove enumerated, training or educational facilities, parking structures, and similar establishments that are obnoxious or otherwise tend to have a detrimental effect upon the general appearance of the Shopping Center) unless specifically approved in writing by the Parties and by the Major Tenant.

2 CC&R prohibits DDSP type of redevelopment

1 Target is a Major Tenant

Major Tenant Section 1.7 The term "Major Tenant" shall mean that entity which leases at least 75,000 square feet of the Floor Area of Building 1 as designated on Exhibit C hereto. The initial Major Tenant is Lucky Stores, Inc., a California corporation, ("Lucky").

AMENDMENT ARTICLE IX

Section 9.1 The provisions of this Agreement may be modified, amended, or terminated, in whole or in part, by agreement between the Parties, and consented to by the Major Tenant, executed and acknowledged and recorded in the Office of the Recorder of the County of Alameda, State of California; but this Agreement may not otherwise be modified, amended, or terminated, in whole or in part. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any c of any Pa

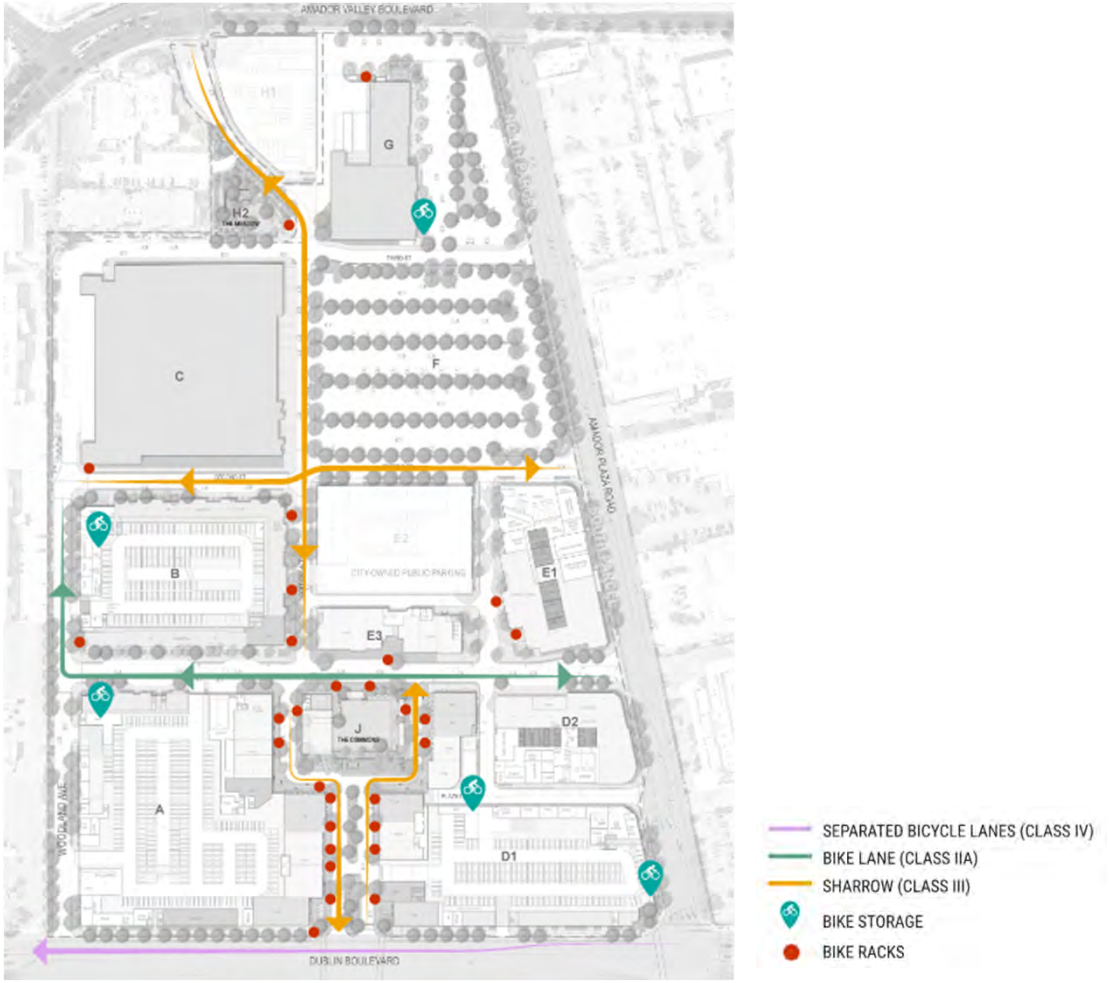
3 Amendments to Section 3.1 require Major Tenant's consent

Any development plan requires Target's cooperation to approve amendments to the CC&R that control the entire Shopping Center; Target is a sophisticated tenant thus concessions are being made for their approval to modify their existing CC&R rights

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APPENDIX

BICYCLE AND PEDESTRIAN CONNECTION ENHANCED WITH THE OVERALL DEVELOPMENT



PROTOTYPE OF QUICK SERVICE RESTAURANT LAYOUT

One main entrance to keep retail shrinkage low (i.e. inventory loss) & one central location for security guard to lower operating expense and keep customers & employees safe



Easy access to loading, servicing and trash. Exterior trash area needs to be hidden from customer experience

70% of space is for back of house

Cash wrap mostly facing the front doors, to monitor guest traffic (and security)

Need easy access for curb-side pick up

Current site plan works operationally with restaurants that we want to relocate to North Parcel

PROTOTYPE OF QUICK SERVICE RESTAURANT LAYOUT

August 14, 2024

Danielle Bromstead
SVP Lockehouse

RE: Panera Store #1121/Dublin Commons-North Parcel

Danielle,

Thank you for your recent correspondence specific to the future retail building as contemplated for development @ this project on the north parcel.

Previously, Panera submitted comments and a preliminary "test fit," for the endcap premises utilizing a site plan as generated by Gensler Architects that Panera endorsed. This site plan, while not in final form, included the site attributes specific to access, parking, and operational efficiency that we require to effectively operate our business. This conceptual site plan as referenced is what we have shared with our respective teams, including the local Operations Team, and we are confident that this site plan concept presents an acceptable path forward for the proposed Panera onsite store relocation.

Specific to the alternate "concept," plan you shared with me this week, we will not support it, and identified several obstacles that we object to include:

- Panera premises is adjacent to the trash area if I am looking @ this correctly. In this case, creating the desired outdoor patio would be prohibited based on the refuse odors and site lines. Alternatively, if the proposed Panera premises are located on the opposite endcap, the trash area is inconvenient and problematic to access for our team members. Is this trash area screened and enclosed?

- This proposed plan indicates two entrances I think but cannot tell. If it does, this is problematic and negatively affects our FOH seating plan. I also do not see an effective loading area @ the rear of the premises for product deliveries. Panera is a full-scale bakery in addition to a restaurant, and as such we receive truck deliveries every evening between 10PM -2AM for "fresh dough," from the commissary. Panera cannot utilize the "front load," of the premises, as we employ a Night Baker that accepts deliveries @ the rear of the premises. This plan indicates a rear parking field which prohibits rear truck loading. Does this plan indicate the front entry to the frontage street? If so, this means our guests need to walk around the building to access the front door, which is problematic.

- The parking field is a pinched under this scenario and inconvenient for our guests. Is the "passage area," designed for common area patio area? If so, which tenants can use it, and who will manage the maintenance and cleaning?

Thanks for reviewing these comments, and we look forward to collaborating with you and the Developer/Landlord for the Dublin Commons project. We are hopeful to move forward on the proposed relocation of the Panera Dublin restaurant with a project site plan for the North Parcel that meets our mutual site attribute objectives.

Best Regards,

[redacted]

[redacted]
Senior Real Estate Manager
[redacted]@panerabread.com

DUBLIN PLACE NORTH

City Council
August 20, 2024



DUBLIN
CALIFORNIA

Project Location





Project Background

- Downtown Dublin Preferred Vision (2019)
  - Three Primary Components
    - Siting of a Town Square
    - New Street Grid Network
    - Downtown Character

Project Background

- Memorandum of Understanding (2019)
  - Secure site for Town Square
  - Identify 80-unit affordable housing site
  - Terminate/Relocate leases
  - Signage / shopping center rebranding
  - Coco's building project



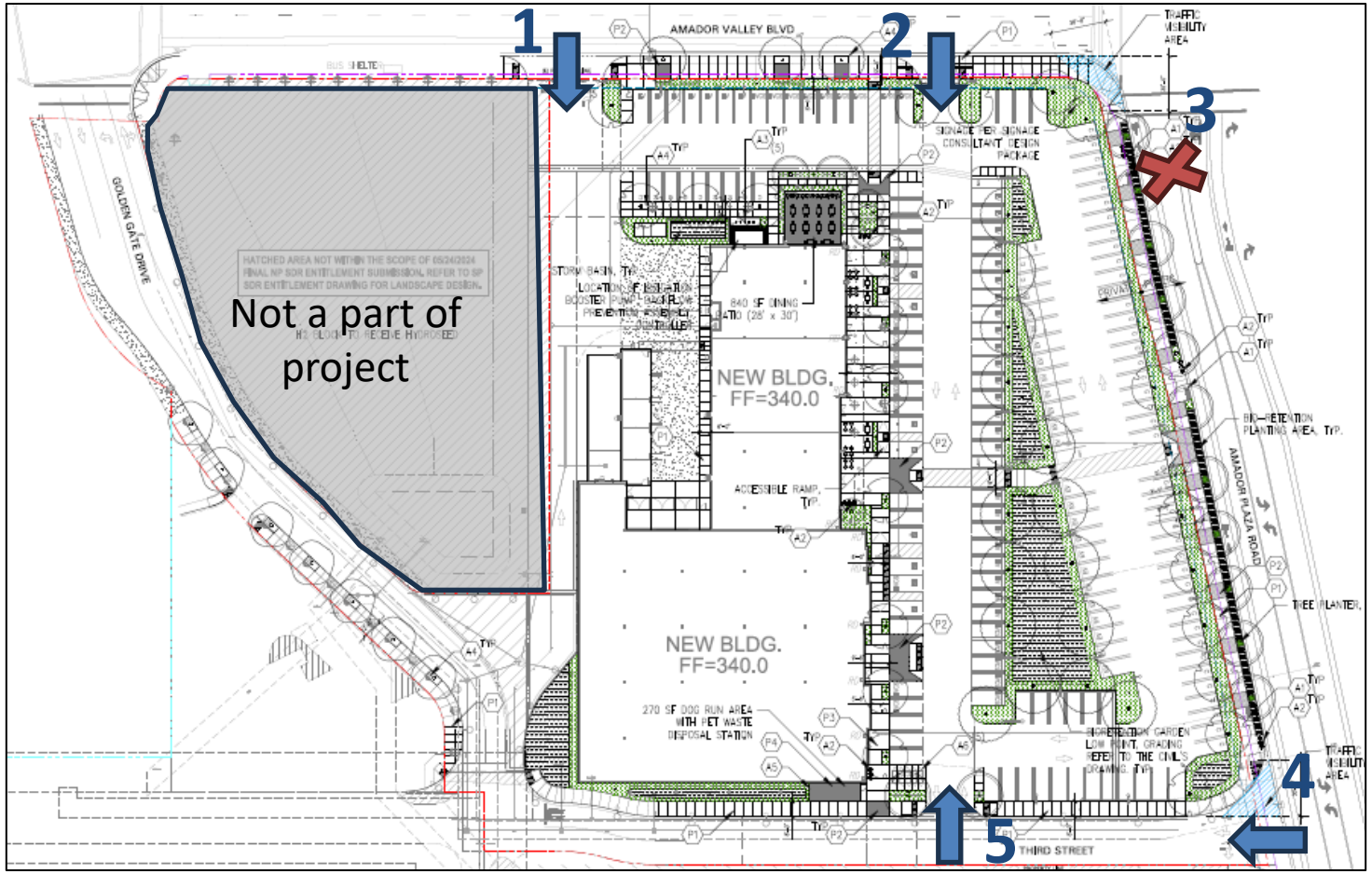
Project Background

- Planning Commission July 23, 2024
  - Denied Site Development Review Permit
  - Findings of inconsistency with DDSP
- Appeal to City Council
  - Appeal Filed July 26, 2024
  - Site Development Review Finding / Consistency with DDSP
  - CC&R and Lease Constraints

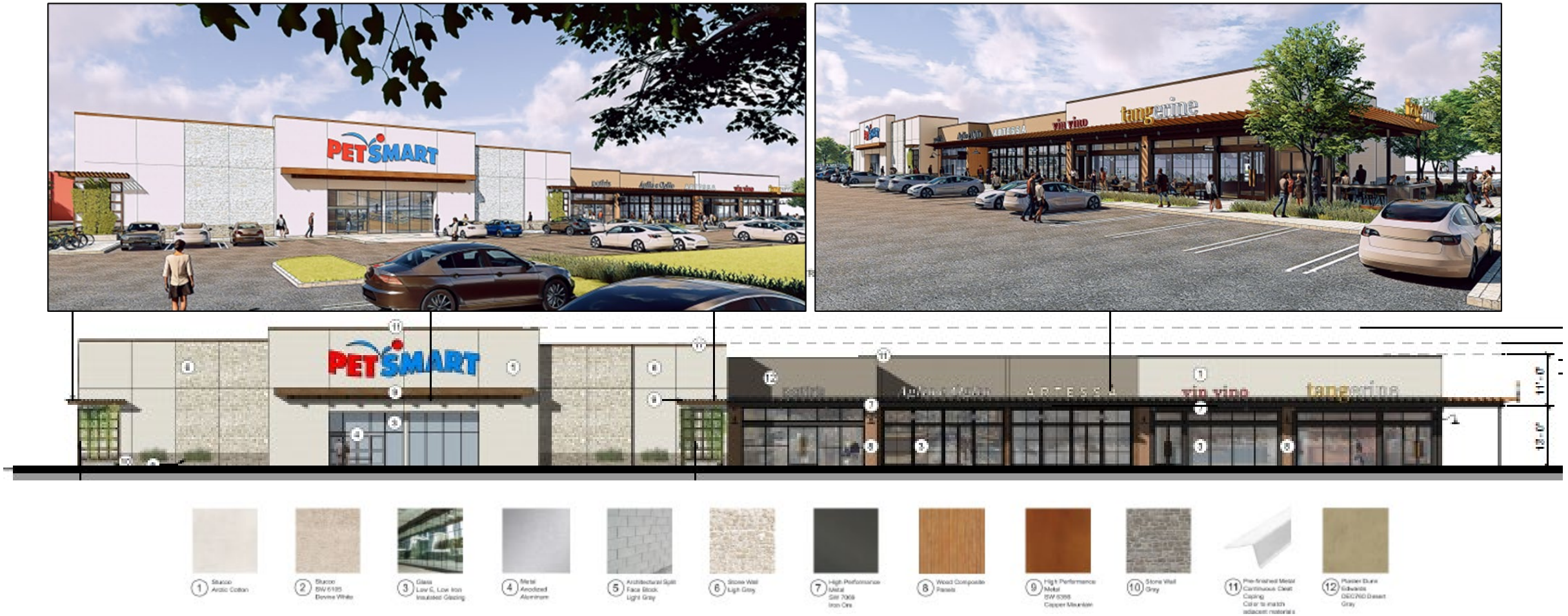
Proposed Project

- Site Development Review Permit
- Project Scope
  - Demolition of two existing buildings
  - Construction of 33,000 sf multi-tenant building
  - Reconfigure parking lot and access drives

Site Plan


1
2
3
4
5
AMADOR VALLEY BLVD
GOLDEN GATE DRIVE
Not a part of project
NEW BLDG, FF=340.0
NEW BLDG. FF=340.0
AMADOR PLAZA ROAD
THIRD STREET

Site Development Review Permit



Issues Raised in the Appeal

- Project is Consistent with the DDSP
  - Site Development Review Denial Finding
- Project has Legitimate CC&R and Lease Constraints

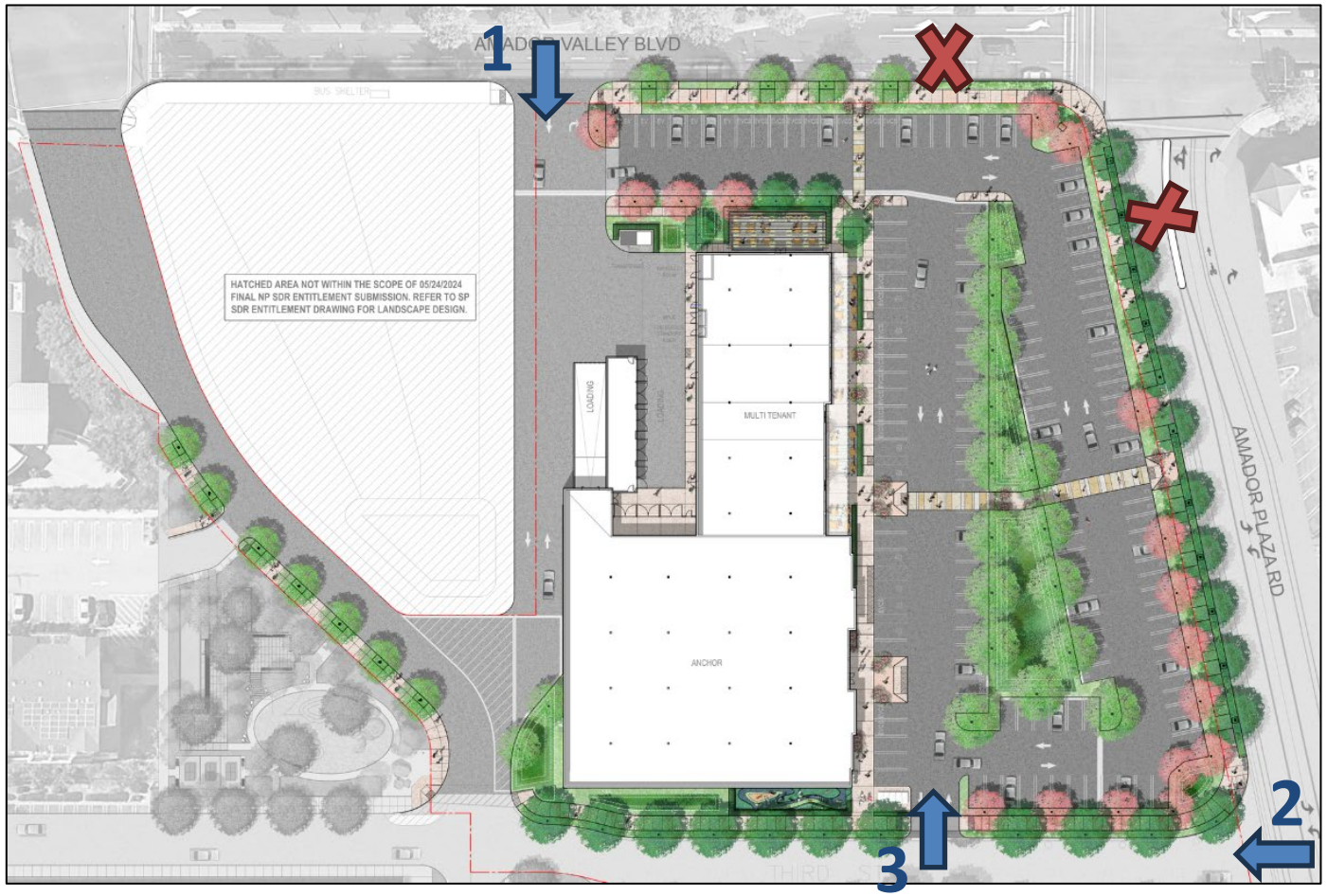
DDSP Conformance

- **Development Regulations**
  - Height - Floor Area Ratio (FAR) - Setbacks
  - Allowed Frontages - Pedestrian/Vehicle Access
- **Design Guidelines**
  - Colors & Materials - Façade Design
  - Articulation - Outdoor Seating
- **Guiding Principles of DDSP and Retail District**
  - "Create a pedestrian-friendly downtown where people can live, work and play within a short walkable distance. Redevelopment should create a memorable sense of place, and minimize potential conflicts between vehicles, pedestrians and bicyclists."
  - "Work with property owners and business to implement the Downtown Dublin Preferred Vision as provided in Section 4.1.3."

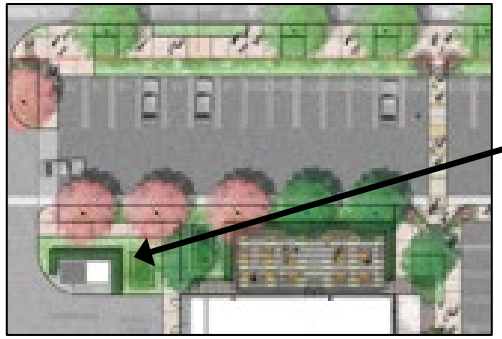
Applicant's Proposed Modifications

- Eliminate the one-way driveway from Amador Valley Boulevard
- Shift building nine feet to the north
  - Enhanced seating area on the north side
  - Removal of parking spaces adjacent to the seating area on the north side
  - Enhanced the dog area on the south side of PetSmart
- Enhanced pedestrian walkways
- Additional landscaping (trees, planters and pottery/planters)

Applicant's Proposed Revised Site Plan



Enhanced Seating



Parking Removed



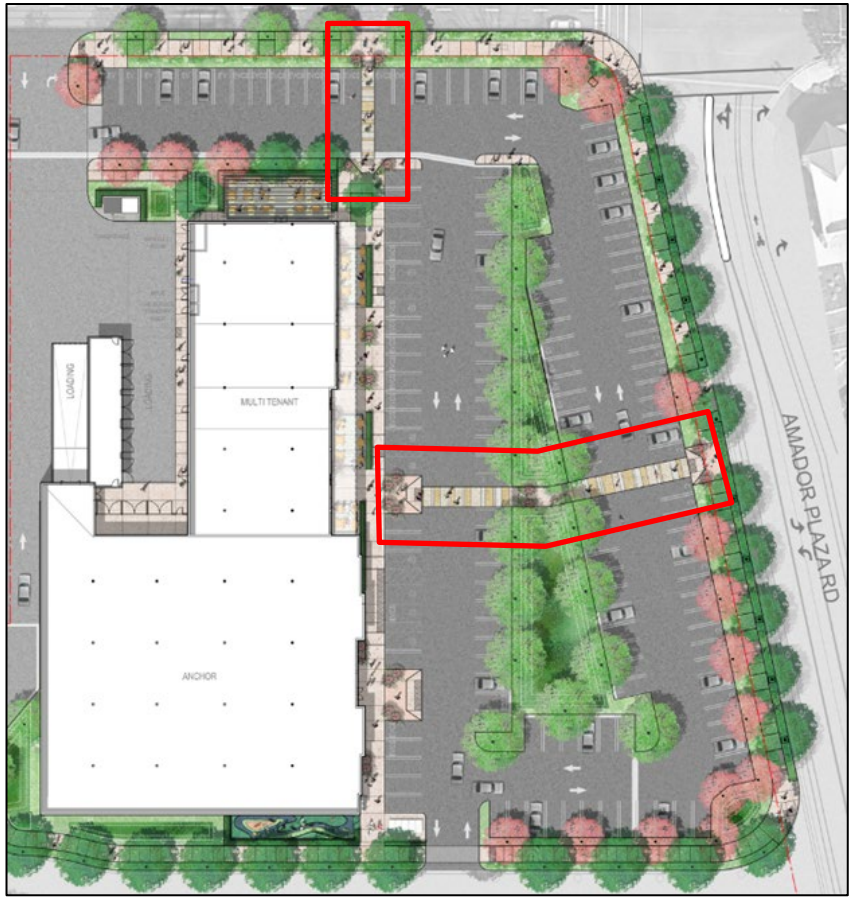


Enhanced Dog Area



Enhanced Pedestrian Pathways





Recommendation

Conduct the public hearing, deliberate and take the following action:

Adopt the Resolution Reversing the Planning Commission's Denial and Approving a Site Development Review Permit for the Demolition of two Commercial Buildings and Construction of a 33,125 Square Foot Commercial Building and Associated Site Improvements for the Dublin Place North Project

OR

Direct the City Attorney to prepare a resolution affirming the Planning Commission's action including findings of fact, for City Council consideration no later than October 9, 2024.

August 20, 2024

SB 343

Senate Bill 343 mandates supplemental materials that have been received by the City Clerk's office that relate to an agenda item after the agenda packets have been distributed to the City Council be available to the public.

The attached documents were received in the City Clerk's office after distribution of the August 20, 2024, Regular City Council meeting agenda packet.

Item 6.2

Mayor McCorriston and Members of the City Council,

I usually refrain from voicing opinions on matters already reviewed by the Planning Commission. However, due to the significance of the parcel in question and its potential impact on our goal of creating a Downtown district, I feel compelled to expand upon my perspective regarding the current project application in my capacity as a private citizen residing in Dublin.

Influence of Existing Tenants:

The Dublin Place Center is home to tenants with long-term leases that extend into the late 2030s. Specifically, two entities here have been particularly relevant to this specific parcel ("North Parcel"):

1. **Target:** The owner/franchisee of Target has held a continued interest in preventing any obstruction of it's visibility from Amador Valley Blvd/Amador Plaza Road.
2. **PetSmart:** PetSmart has expressed strong reservations about relocating unless they are assured an "equal or better" customer experience. This term, "equal or better," has, in practice, led to the design of the parcel as a strip mall, as this configuration meets their requirements for maintaining customer traffic and visibility.

Speaking on behalf of myself, I personally hold a view that there's probably a way to work in building intensity to the level of the Downtown Dublin Specific Plan (DDSP) while also maintaining visibility for Target, but PetSmart seems to provide a near irreconcilable difference in perspective with the DDSP in favor of a conventional and outdated commercial layout. In my estimation, the big question behind your decision (as was for the Commission) is as follows: **Can we achieve a cohesive and dynamic "downtown area" with the North Parcel's proposed intensity and layout?**

In response to the question, I concluded with a "no." However, I believe there are still significant opportunities for improvement, even within the constraints faced by the applicant.

The Full Context of the DDSP

Beyond zoning regulations which this application is far from conflicting with, the DDSP has some key points of wisdom for how to think of the "Retail District." Below I highlight three:

1. **Building Orientation and Pedestrian Activity:** Chapter 2 of the DDSP emphasizes that buildings should have entrances that face directly onto the street rather than being separated by parking lots. This design principle supports increased pedestrian activity and creates a more engaging street environment.
2. **Creating a Memorable Sense of Place:** The plan aims to foster a vibrant, bike and pedestrian-friendly area that contributes to a memorable and unique sense of place. This

includes considerations for urban design that enhance the overall experience of the district.

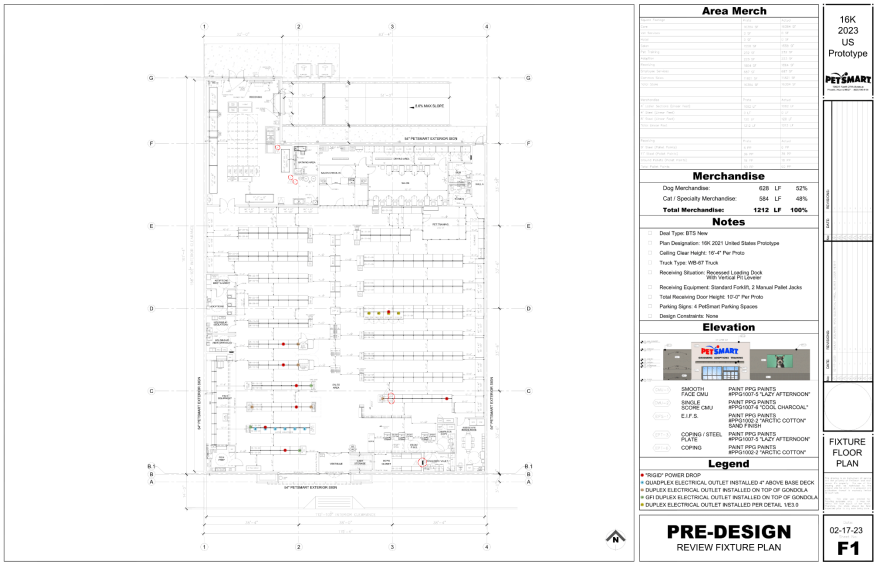
3. **Flexibility for Future Development:** While the DDSP outlines these goals, it also acknowledges that development conditions may evolve due to various factors, including existing tenant lease terms and market conditions.

The principles outlined significantly influenced the tone that my colleagues and I adopted during our deliberations, leading us to the decision to reject the application for the Dublin North Project in its current form.

Key Addressable Issues

Beyond the obvious lack of "downtown like" density and urban layout, unlike what's proposed across the larger Dublin Commons Project Area, below I detail some very critical design failures that would weaken a broader "Retail District":

1. **Exterior facade and Materials Palette:** While there's quite a bit of subjectivity in defining the sufficiency of exterior design elements with a General/Specific Plan, this application simply fails to make the mark. Most notably, the exterior face for PetSmart seems to exemplify this the best given it's fairly limited deviation from the store design guidelines provided by PetSmart Corporate's Real Estate Division.[1] Below I've displayed a copy of the protypical store design provided by PetSmart for a store location. Granted there's variation in some of the materials and the size footprint of the store (the proposed store is larger), but it's fairly clear that there is not a meaningful difference between the below and what we are being asked to consider.



[1] https://www.petsmartstores.com/RE/index.html

Beyond the facade of PetSmart, it is evident that there is very little variation in the design of the smaller vendors nearby. The entire building is coated in a consistent beige or grayish muted color, resulting in a rather uniform and monotonous appearance beyond the retail logos. The best real life comparator I could find to this proposed exterior elevation is the aging Fremont Hub power center (pictured to the right) near the Fremont BART Station.





2. **Bifurcation of the North Parcel with adjacent parcels:** A fundamental aspect of creating a successful Downtown district is ensuring strong connectivity between parcels. The DDSP emphasizes not only the intensity and aesthetic of individual parcels but also their integration into a unified and walkable urban environment. However, the proposed design for the North Parcel does not facilitate smooth connectivity to adjacent parcels, particularly Parcel H1 (affordable housing site). The commercial structure's design includes truck loading and trash collection areas running nearly the entire length of the border with Parcel H1. As a result, you more or less would likely have to walk around the proposed shopping center in order to properly enter from Parcel H1 and the Senior Center/Housing West of it.
3. **Lack of "Gathering Space":** While the applicant team has done an excellent job creating numerous gathering spaces within the Dublin Commons Project boundary, the same cannot be said for the Dublin North Parcel. Although Parcel H2 includes a generously sized pocket park (shown to the left), its utility is diminished by the building's orientation, which makes the space less appealing for customers parking at Dublin Place North. Additionally, the small dog run located just south of PetSmart's structure is unlikely to serve more than as a minor amenity for those already visiting PetSmart.



4. **Lack of consistent streetscape character:** While this project's issues were more glaring when looking at the design of the buildings, the streetscape elements for here and the larger Dublin Commons project boundary bears mention. For example, streetlight design and crosswalk design provide two key opportunities for creating distinctive character elements for this area, and ideally across the entire area covered under the DDSP. It seems though that these two aforementioned aspects largely become an afterthought consideration, not to discredit the work to create unique markers in other ways. I find this element particularly important to mention though because even if this parcel is developed to a lower intensity than the "core" of the retail district, simple streetscape elements can still provide a basic indication that this parcel is not a wholly separate area.

Stress Tests for the North Parcel

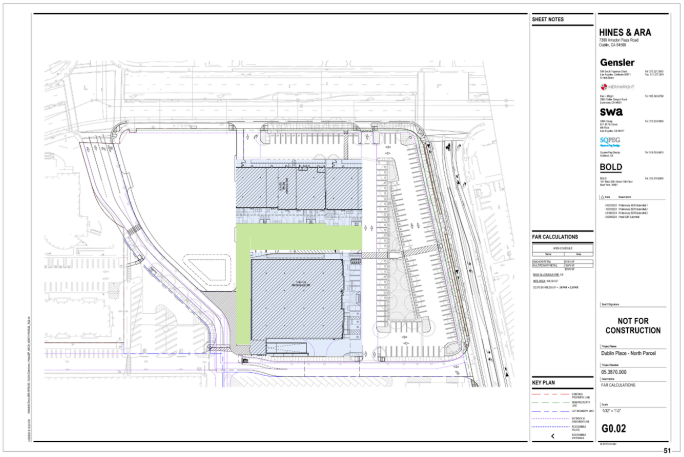
Regardless of the intensity of a concept for the Dublin North Parcel, I think there are a few key benchmarks which should be top of mind should this agenda item be continued or sent back to the Commission with changes. If the below three statements fail to hold true, I think it'd be likely very difficult to make the case that we are fulfilling the vision of the community for Downtown Dublin.

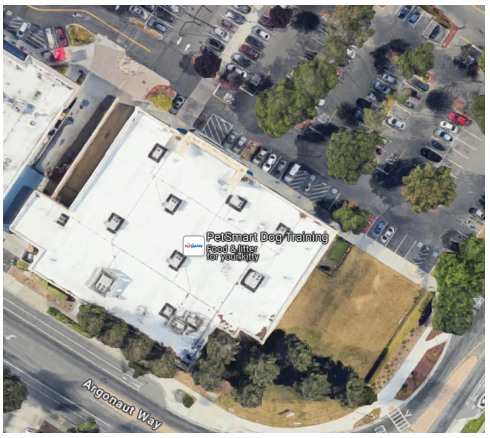
1. Designed to advance "Downtown" Character to the furthest extent feasible.
2. Designed to incentivize consumers parking/walking/biking into the parcel to spend time in adjacent parcels.
3. Designed to maximize infill potential for the future.

Suggestions for Moving Forward

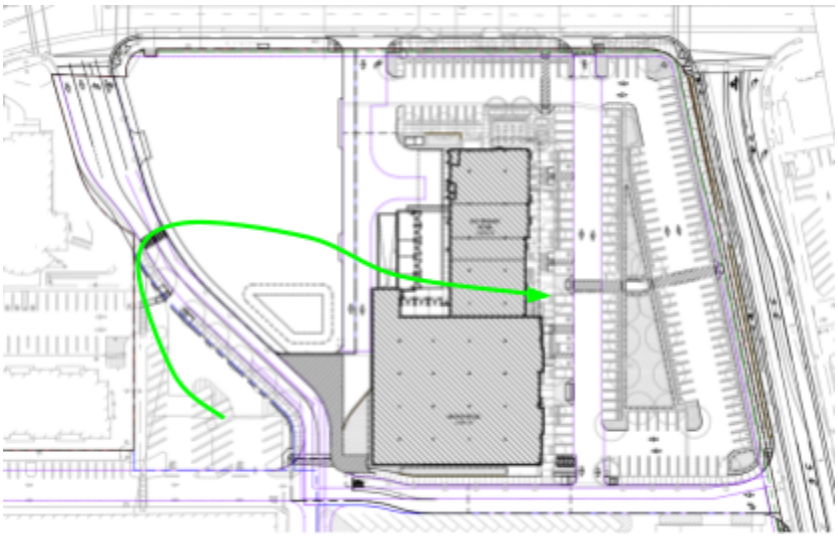
1. **Understand the alternatives (i.e. buying leases, etc):** Of note when the Planning Commission heard the Dublin Place North application is that we generally hadn't gotten a full grasp of the tenant demands underlying this project until the meeting actually took place. As such, I bring up this point about alternatives to suggest that we not be too quick to box ourselves into the strip mall format for this parcel without understanding the position the applicant is in and the feasibility of other options to take care of the PetSmart lease.
2. **Facilitate connection between Parcels H1 and H2 with the North Parcel:**
    a. **Move the truck loading dock from along the Western edge of the North Parcel, to the Southern edge, so as to enable a more inviting pedestrian connection with Parcel H1.** Below I provide a very rough outline of what this would look like alongside a greater allocation of "gathering space." Notably, placing a truck loading dock along this side of a PetSmart is not without

precedent, the Fremont PetSmart has a similar layout for it's truck loading.





b. **Create a connection from Parcel H2, using the mid-block crossing as pictured below, to access the smaller vendors in particular of the North Place Project.**



3. **Create a larger programmable area within the boundary of the Dublin North Parcel:** Some specific treatments to consider could include fountains, planter boxes, more trees (perhaps more unique trees), a fire pit, outdoor games, and a commercial misting system with outdoor seating. One more substantial concept to consider is an Outdoor theater area in the likeness of what was proposed in a previous iteration of the SCS Property development (pre-Dublin Center proposal, in the late 2010s).
4. **Make a more unique looking PetSmart facade:** The most striking feature to me in the proposed PetSmart exterior is the lack of windows given the relative square footage of the property, I think that's a fairly fixable problem when looking at designs of other select PetSmart locations. Beyond this, I don't have much more direction other than there should be a more attractive facade. Below I've retrieved a number of PetSmart facades in strip malls that look better than the average store (in my opinion).



PetSmart Goleta, CA



PetSmart Scottsdale, AZ (The Summit at Scottsdale)



PetSmart Vacaville, CA



PetSmart El Segundo, CA

5. **Create more variation between materials and color for facades:** The best example here is honestly what has been proposed for many of the commercial facades in the core of Dublin Commons.
6. **Explore adding rooftop parking to the commercial structure:** The impetus behind this would be to increase the potential of adding infill over proposed surface parking in the future. One example that does this well on single story commercial is Plaza Esuela in Walnut Creek (Locust Street between Olympic and Botelho, aka the block by the Cheesecake Factory). You can see the parking level circled in red to the right.



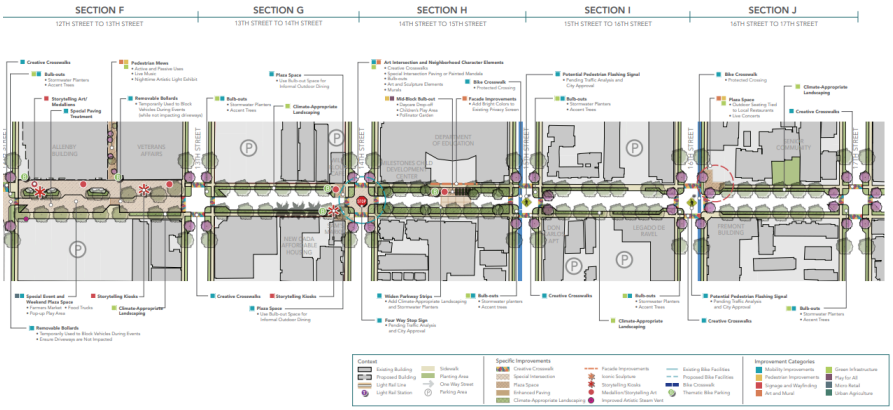
7. **Facilitate better bike connections into the project: We need a North-South bike route along/through the Commons that is *separated and protected*.** Beyond the fact that we lack a downtown critical mass compared to our counterparts to the South and East, both the cities of Livermore and Pleasanton have plans to build a shared use path running parallel to First Street and Main Street respectively. While our bike plan tries to keep safety top of mind when trying to add more protective elements like bollards, the **proposed bike network** for the Commons and this parcel **is not inducing more bike trips as an alternative to VMT**. If we get a more robust street network, with a Class



Example of a bike-only curb cut right before the intersection of Valley Ave and Stanley Blvd, Pleasanton.

I/IV route running North-South and East-West of the Dublin Place Center, we can actually start to see more bike trips to and around Downtown. I'd suggest consulting ACTC's BPAC and Bike East Bay on creating the strongest network possible given the large amount of land we're talking about here (it's enough to create a core network). Additionally, I'd think about the potential of adding bike only or bike/emergency vehicle only curb cuts where possible around the Retail District. This could enable bikes to enter into the Retail district without having to create another potential There was already a proposed emergency vehicle only access entry to the North Parcel, the design should be mindful of allowing bikes to easily through there as well (a practice already common elsewhere in the Bay Area).

8. **Establish unique streetscape identifiers for the Retail District:**
    a. **Provide unique streetlights that will become synonymous with Downtown Dublin**. One potential bolder concept would to be to borrow from our Irish namesake, Dublin, Ireland, which for what it's worth has quite iconic lamposts throughout it's historic and downtown areas.[2] Some more food for thought, perhaps carrying over the double-head lamp design along Village Parkway into the retail district could help scale out a standard lamppost for this area.
    b. **Explore the potential for creative crosswalk and bulbout design.** We already dabble slightly in this area with our streebox painting projects, this could be a worthwhile expansion of that practice. A great case study for this kind of work from what I've witnessed first-hand is the work done in Sacramento's Midtown area, which had a study and subsequent plan developed for the O Street corridor by the Capitol Area Development Authority.[3] Above is an example of some of the blocks within that project boundary.



    c. **There should be more bollards and vertical planters placed along walkways throughout the North Parcel and Dublin Commons Project Area.** Generally these should provide some separation from parking spots and pedestrians, as well as pedestrian protection on intersection corners relevant to the project area.

[2] https://www.thejournal.ie/dublin-lampposts-4430918-Jan2019/
[3] https://www.cadanet.org/wp-content/uploads/2020/09/CADA_Envision-O-Street-Concept-Plan_FINAL-March-2020reduced.pdf

I plan to attend the City Council meeting on August 20th in case there are any questions you may want to follow up with. I hope my comments offer clear guidance as you make your decision on this project. Let's ensure that the Dublin Place transformation is one we can be proud of in *every* aspect.

With Concern,



Matthew Aini

Lifelong Dubliner

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Consent of Assignment of Amador Valley Industries, LLC to Livermore Sanitation, Inc. (a Waste Connections company) and Amended and Restated Collection Service Agreement
Prepared by: Michelle Sung, Environmental Technician

EXECUTIVE SUMMARY:

The City Council will consider consent of assignment of the collection services agreement with Amador Valley Industries, LLC to Livermore Sanitation, Inc. and consider a new Amended and Restated Collection Service Agreement.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Approving the Assignment of Amador Valley Industries, LLC Stock and Other Interests to Livermore Sanitation, Inc.; and
2) Authorize the City Manager to execute a consent to assignment and a new Amended and Restated Collection Service Agreement consistent with the foregoing Resolution.

FINANCIAL IMPACT:

No financial impacts are anticipated to the City of Dublin or rate payers because Livermore Sanitation, Inc. (LSI) has committed to honoring the terms of the Amended and Restated Collection Service Agreement between the City of Dublin and Amador Valley Industries dated September 10, 2020. LSI has also committed to implementing the programs and staffing provided for in the Fiscal Year 2022-23 rate adjustment to meet Senate Bill 1383 requirements.

DESCRIPTION:

Background

Agreement with AVI

In January 2005, the City executed a Collection Service Agreement with Amador Valley Industries, LLC (AVI) for service that began July 1, 2005 and continued to June 30, 2012. Over the next seven years, the City and AVI executed five amendments to the Agreement that included changes to

respective obligations, changes to services provided under the Agreement, and extensions to the term of the collection services to June 30, 2020. On June 16, 2020, the City Council adopted Resolution 68-20, approving a sixth amendment with AVI that extended the term of the Agreement until 2035, addressed capital equipment replacement needs, and started incorporating local and state requirements. The sixth amendment was subsequently turned into an Amended and Restated Agreement as authorized by Resolution 68-20.

Amendment (SB 1383 Amendment) to the Restated Agreement

In September 2021, Staff began negotiations with AVI for an amendment to the Restated Agreement to support the City's compliance with SB 1383, the Short-Lived Climate Pollutants Reduction Strategy, that took effect in January 2022. Implementation of SB 1383 requires additional services from AVI and increases reporting requirements to ensure compliance with the regulations. Article 27 of the Restated Agreement anticipated additional cost increases resulting from SB 1383 and provided that the City would adjust the rates to reflect these additional costs. As a result of these additional services and reporting requirements, the City and AVI met to determine the best and most cost-effective way to implement these requirements. The terms and costs for SB 1383 items were agreed to in principle when the annual rate adjustment was given to the City Council for approval on June 21, 2022 (Attachment 3). Delays related to the execution of the draft Amendment to the Restated Agreement have been related to AVI concerns over multi-family bulk pick up (since resolved with Waste Connections) and the passing of AVI's owner Bob Molinaro.

The SB 1383 Amendment includes the following:

- Collection Systems (SB 1383 Related) – Affirm that AVI does not have exclusive rights to organics for edible food recovery, community or backyard composting, and lawful use as animal feed; ensure all generators are subscribed to and receiving three stream service; and replace containers with SB 1383 color and label compliant containers no later than 2035.
- Collection Systems (Other) – Implement a multi-family battery collection program and multi-family large item collection pilot program that would remove barriers to participation by allowing tenants, in addition to property managers, to call to request service.
- Processing – Identify the facilities to which AVI sends each material stream and confirm the transfer facility process; and add incremental diversion rate targets leading to the 2025 diversion requirement.
- Education – Distribute and provide educational materials, including to each multi-family tenant.
- Customer Service – Ensure customer service representatives are trained in and knowledgeable of SB 1383 requirements.
- Recordkeeping and Reporting – Update reporting to include data required by SB 1383 and maintain raw data using a platform/format designated by the City.
- Procurement of Recovered Organic Waste Products – Identify and evaluate the use of SB-

1383-compliant renewable natural gas for fleet use, provide bulk mulch (in addition to the existing bulk compost requirement) to the City, and ensure both compost and mulch provided to the City are compliant with SB 1383.

- Performance Standards – Implement additional standards and accountability measures, such as liquidated damages, to address instances where failure to perform compromises City compliance with SB 1383.

Performance and Compensation Reviews

In December of 2022, Staff engaged HF&H Consultants, LLC to initiate a performance review and a compensation review in accordance with Section 27.06 of the Restated Agreement.

- **Performance review:** This evaluated AVI's performance during calendar year 2022 and under the unsigned SB 1383 Amendment, for which AVI began receiving increased compensation in July 2022. The review covered five key areas: customer service, education and outreach, diversion, reporting standards, and notification procedures. The review identified certain shortfalls and discrepancies in services related to public education, outreach, and reporting. For areas where noncompliance or partial compliance was documented, AVI was notified, given an opportunity to respond, and has either already remedied or attempted to remedy the issues or HF&H has provided recommendations to prevent future noncompliance.
- **Compensation Review:** This was completed for the rate year covering July 1, 2022 to June 30, 2023. During the review, it was found that actual revenue collected during Fiscal Year 2022-23 was approximately $292,000 higher than was necessary to maintain the 90% industry standard operating margin. To account for the difference, a true-up calculation and annual rate adjustment calculation was completed, which resulted in a 0.92% rate adjustment that was approved by the City Council on June 25, 2024 (Attachment 5).

The findings from the performance and compensation reviews are detailed in the performance review report which is included in the Franchise Agreement Review (Attachment 4).

Sale of AVI and Assignment of Agreement

On March 8, 2024, AVI notified the City of its intent to sell the company, inclusive of AVI's stocks and other interests, to Waste Connections, Inc. Following this notification, Staff engaged HF&H to perform an assignment review, in accordance with Article 35 of the Restated Agreement. The assignment review includes reviews of AVI and Waste Connections and a review of the purchase agreement between AVI and Livermore Sanitation, Inc. (LSI), a Waste Connections company that is named as the assignee of the agreement with the City.

The Franchise Assignment Review (Attachment 4), evaluated the following areas:

- **Compliance Review:** This is a review of AVI's compliance and performance under the Restated Agreement and the unsigned SB 1383 Amendment. Since the City had already engaged HF&H to perform both a performance review and a compensation review of AVI, a compliance review was well underway when the City received notice of AVI's interest in an assignment to LSI.
- **Assignment Term:** This is a review of the proposed terms of the purchase agreement and assessment of risk to City and rate payers. Upon evaluation, HF&H determined that LSI should

be able to make a reasonable return on investment without creating undue risk to ratepayers. The assignment also includes the Restated Agreement and the negotiated, unexecuted SB 1383 Amendment, which have current customer rates that include increased compensation for SB 1383 compliance. The City will continue to monitor the contractual requirements and LSI's performance to ensure staffing is adequate and operational service levels are maintained.

- **Financial Condition:** This is a review and determination of the financial health and stability of AVI and Waste Connections, including the ability to maintain ongoing operating costs without compromising performance. Calculations based on financial statements provided by AVI and Waste Connections show that LSI should be able to recover a reasonable return on investment and maintain ongoing operating costs based on potential economies of scale that may be realized when consolidating their existing LSI and future AVI operation at a single location. However, there are concerns that Waste Connections may desire to increase margins by cutting costs that could impact operational performance under the Restated Agreement. The Assignment Review includes recommendations that address this concern, including minimum staffing requirements and occupancy requirements to protect against extended vacancies or staff turnover, as well as an annual assessment of the company's overall personnel expenditures to ensure that they are at least increasing year-over-year in accordance with the Assignee's annual rate adjustment.
- **Experience and Qualification**: This is a review of information regarding the experience, qualifications, and performance of Waste Connections. Waste Connections is a publicly traded waste management company that is headquartered in The Woodlands, Texas, and Vaughan, Ontario. Waste Connections currently provide services to approximately 50 municipalities in California including in the greater San Francisco Bay Area, and most recently completed the acquisition of LSI in December of 2022. Waste Connections has stated their intention to retain most of the existing AVI employees, with the exception of AVI leadership. The current General Manager for LSI will serve as General Manager in Dublin. Waste Connections indicated their commitment to abide by the terms of the current collective bargaining agreement for employees who are members of Teamsters Local 70. LSI employees are likewise represented by Teamsters Local 70, and Waste Connections stated they would honor existing union collective bargaining agreements when AVI and LSI shops are consolidated at the LSI facility.

One notable finding during the Assignment Review is that Waste Connections has been assessed $783,585 in liquidated damages for their failure to perform across five different jurisdictions and under two separate agreements. The failures fell into four key performance areas: recurring issues with missed collections, failure to meet diversion standards, failure to perform the required outreach and education activities, and failure to meet the minimum requirements to provide technical assistance. HF&H has provided proposed recommendations in the Assignment Review to mitigate these issues.

Next Steps

HF&H's evaluation identified existing operational and programmatic issues specific to LSI that may be encountered if the assignment is approved as-is by the City Council, therefore Staff recommends conditioning the assignment on the incorporation of the mitigation measures identified in the Assignment Review. If the City Council approves the assignment of AVI, the City and HF&H will work with LSI to finalize a new Amended and Restated Collection Service Agreement that includes those mitigations. Once the new agreement is executed, Staff will work

with LSI to implement a transition plan that will include a postcard notification to residents and commercial businesses notifying them of the change.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Assignment of Amador Valley Industries, LLC Stock and Other Interests to Livermore Sanitation, Inc.
2) Exhibit A to the Resolution – Amended and Restated Collection Service Agreement Between the City of Dublin and Amador Valley Industries, LLC
3) June 21, 2022 City Council Staff Report (without attachments)
4) Franchise Agreement Review – Amador Valley Industries, LLC
5) June 25, 2024 City Council Staff Report (without attachments)

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE ASSIGNMENT OF AMADOR VALLEY INDUSTRIES, LLC STOCK AND OTHER INTERESTS TO LIVERMORE SANITATION, INC.

WHEREAS, on January 12, 2005, the City of Dublin entered into a Collection Service Agreement with Amador Valley Industries, LLC (AVI); and

WHEREAS, on September 10, 2020, the City and AVI executed an Amended and Restated Collection Service Agreement that consolidates the five previously negotiated amendments and extended the term of the Agreement to June 30, 2035; and

WHEREAS, on March 8, 2024, AVI notified the City of its intent to sell the company to Waste Connections, Inc. (Waste Connections); and

WHEREAS, Article 35 of the Amended and Restated Collection Service Agreement requires City Council approval of any assignment and reserves the right for the City to conduct an assignment review; and

WHEREAS, HF&H Consultants, LLC completed an assignment review of AVI and Waste Connections and a review of the purchase agreement between AVI and Livermore Sanitation, Inc. (LSI), a Waste Connections Company; and

WHEREAS, as a result of the assignment review, the City desires to remedy issues that may be encountered if the assignment is approved.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve, pursuant to the Amended and Restated Collection Service Agreement between the City of Dublin and Amador Valley Industries, LLC dated September 10, 2020, the assignment of AVI's stock and interests to Livermore Sanitation, Inc., subject to the City Manager's negotiation and execution of a new Amended and Restated Collection Service Agreement that satisfactorily incorporates each of the recommendations from the assignment review, unless such requirements are impractical or no longer relevant, and that is otherwise substantially similar to **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute, to the extent consistent with the foregoing, a consent to the assignment and a new Amended and Restated Collection Service Agreement with LSI consistent with the foregoing.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 20th day of August 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AMENDED AND RESTATED

COLLECTION SERVICE AGREEMENT

BETWEEN

THE CITY OF DUBLIN

AND

AMADOR VALLEY INDUSTRIES, LLC

JANUARY 26, 2024 DRAFT

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Exhibit F: List of Subcontractors

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Exhibit H: MFD Large Item Collection Services Pilot Program

Exhibit I: AVI Public Education Plan

AMENDED AND RESTATED COLLECTION SERVICE AGREEMENT BETWEEN THE CITY OF DUBLIN AND AMADOR VALLEY INDUSTRIES, LLC

This Amended and Restated Collection Service Agreement is made and entered into this_____, 2024, by and between the City of Dublin, a municipal corporation of the State of California, hereinafter referred to as "CITY", and Amador Valley Industries, LLC, a California limited liability company, hereinafter referred to as "CONTRACTOR" (collectively the “PARTIES”).

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdiction; and

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the AB 939 and subsequent legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 24 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Disposal site Diversion and to maximize the use of feasible Solid Waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of Solid Waste that must be Disposed of in Disposal sites; and

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and

WHEREAS, SB 1383 requires the CITY to implement Collection programs, meet Processing Facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and

WHEREAS, the CITY has chosen to delegate some of its SB 1383 responsibilities to the CONTRACTOR, acting as the CITY’S designee in order to ensure CITY compliance with SB 1383, which necessitates updating Collection Services and programs, as consolidated and reflected through this Amended and Restated Collection Service Agreement; and

WHEREAS, the CITY finds that the voters of Alameda County, through the Alameda County Source Reduction and Recycling Plan required by the Waste Reduction and Recycling Act of 1990 (Measure D), have adopted a policy goal to reduce the total quantity of Solid Waste landfilled in Alameda County by Diverting seventy five percent (75%) of the materials generated in Alameda County from landfills by 2010; and

WHEREAS, in 2010, the Alameda County Source Reduction and Recycling Board ("StopWaste") adopted a Strategic Plan including a new waste Diversion goal: by 2020, less than 10 percent of what winds up in Alameda County's landfills will be readily Recyclable or Compostable; and

WHEREAS, under Chapter 5.32.130 of the CITY'S Municipal Code, the CITY has the authority to issue an exclusive franchise to a CONTRACTOR to provide for the Collection of Solid Waste and Organic Materials; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a) as may be amended from time to time, the CITY has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified CONTRACTOR to provide for the Collection of Solid Waste, Recyclable Materials, and Organic Materials, except for Collection of materials excluded in the CITY Municipal Code, and other Services related to meeting the CITY'S Diversion goals and other economic and environmental goals and requirements; and

WHEREAS, the CITY further declares its intent to regulate CONTRACTOR'S compensation and set the rates CONTRACTOR will charge customers for the Collection, Transportation, Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, Organic Materials; and

WHEREAS, the City Council has determined through a competitive procurement process for Collection Services that CONTRACTOR, by demonstrated experience, reputation and capacity, is qualified to provide for the Collection of Solid Waste, Recyclable Materials. and Organic Materials within the corporate limits of the CITY, the Transportation of such material to appropriate places for Processing, Recycling, Composting and/or Disposal; and City Council desires that CONTRACTOR be engaged to perform such Services on the basis set forth in this Agreement; and

WHEREAS, the CONTRACTOR, through its proposal to the CITY, has proposed and represented that it has the ability and capacity to provide for the Collection of Solid Waste, Recyclable Materials, and Organic Materials within the corporate limits of the CITY; the Transportation of such material to appropriate places for Processing, Recycling, Composting and/or Disposal; and the Processing of materials; and

WHEREAS, on January 12, 2005, the PARTIES executed a Collection Service Agreement, satisfactory to both PARTIES, setting forth the respective rights and obligations of the parties with respect to the Collection of Solid Waste, Recyclable Materials and Organic Materials and granting CONTRACTOR an exclusive right to provide Collection Services within the Service Area; and

WHEREAS, on June 20, 2006, the PARTIES executed a First Amendment to the Collection Service Agreement in order to modify certain provisions in Exhibit 2 of the Collection Service Agreement relating to the Compensation Adjustment Model; and

WHEREAS, on June 17, 2008, the PARTIES executed a Second Amendment to the Collection Service Agreement in order to provide for: compensation to CONTRACTOR for the Collection of Recyclable Materials produced by Commercial Service Units; to modify CONTRACTOR’S obligation to provide Large Item Collection Service to City Service Units; to require CONTRACTOR to perform a minimum of two waste audits per day; to require CONTRACTOR to increase its Commercial and MFD outreach and education programs and to perform at least twelve campaigns each Agreement Year; and to require CONTRACTOR to submit an annual Diversion plan for approval by the CITY each Agreement Year; and

WHEREAS, on June 23, 2009, the PARTIES executed a Third Amendment to the Collection Service

Agreement in order to modify certain indices used to calculate the Refuse Rate Index (RRI), relating to the Compensation Adjustment Model; and

WHEREAS, on June 1, 2010, the PARTIES executed a Fourth Amendment to the Collection Service Agreement in order to modify certain indices used to calculate the RRI Factor as listed in Exhibit 2, pages 78 and 79; to increase the RRI factor cap from 5% to 10%; to modify the Annual Growth Factor (AG Factor), Annual Tonnage Growth Factor (ATG), and RRI Factor to clarify that negative values are not to be included in the compensation adjustment model; to clarify that all CITY facilities receive free City Collection Services; to modify the definition of Calculated Revenue to include commercial Recycling Bins; and to extend the Term of the Collection Service Agreement; and

WHEREAS, on July 1, 2012, the PARTIES executed a Fifth Amendment to the Collection Service Agreement in order to modify to reflect the CONTRACTOR'S offer of making a continuing community benefit payment to an organization selected by the CITY as a means of contributing to the community it serves; to incorporate Construction and Demolition Debris Collection Services; to reduce the cost of Collection Services for the Dublin Unified School District; and to bundle 50% of the cost of Commercial Organics Collection Services and 100% of the cost of Dublin Unified School District Organics Collection Services within the Solid Waste rate structure; and

WHEREAS, on June 16, 2020, the PARTIES executed a Sixth Amendment to the Collection Service Agreement to provide for expanded Services; and to make various other changes to the Collection Service Agreement; and

WHEREAS, On September 10, 2020 the PARTIES executed an Amended and Restated Collection Service Agreement to consolidate the changes made to the Collection Service Agreement in the First through Sixth Amendments; and

WHEREAS; this Amended and Restated Collection Service Agreement has been developed to consolidate necessary changes initiated by the CITY'S aforementioned delegation of SB 1383 requirements to the CONTRACTOR and other terms agreed upon by the PARTIES; and

WHEREAS, this Amended and Restated Collection Service Agreement has been developed by and is satisfactory to the CITY and the CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and consideration contained herein, the CITY and CONTRACTOR hereby agree as hereinafter set forth:

ARTICLE 1. DEFINITIONS

For the purpose of this Amended and Restated Collection Service Agreement, hereinafter referred to as "Agreement," the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in Chapter 5.32 of the CITY Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of words referring to gender shall include and may be extended to all genders.

1.01 AB 341. The California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

1.02 AB 881. An act to amend Section 41821.5 of, and to add Section 41781.4 to, the Public Resources Code, relating to the regulation of mixed plastic waste exports and Diversion under AB 939, as authored by Assembly Member Lorena Gonzalez and chaptered on October 5, 2021; as amended, supplemented, superseded, and replaced from time to time.

1.03 AB 939. The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et al.), as amended from time to time.

1.04 AB 1826. The Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

1.05 Affiliate. Any Person that is directly or indirectly related to CONTRACTOR by virtue of direct or indirect ownership interest or common management. Any such Person shall be deemed to be "Affiliated with" CONTRACTOR and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a Person in which CONTRACTOR has a direct or indirect ownership interest, (ii) a Person which has a direct or indirect ownership interest in CONTRACTOR, and/or (iii) a Person which is also owned, controlled, or managed by any Person which has a direct or indirect ownership interest in CONTRACTOR. For the purposes of this definition, "ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interests of less than fifty percent (50%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents.

1.06 Agreement. The written document and all amendments thereto, between the CITY and the CONTRACTOR, governing the provision of Collection Services as provided herein.

1.07 Agreement Year. Each twelve (12) month period from July 1 to June 30.

1.08 Alternative Daily Cover (ADC). Disposal Facility cover material, other than Regulated Organic Waste and at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Section 20164 of the California Code of Regulations; or, as otherwise defined by Section 20690 of Title 27 of the California Code of Regulations.

1.09 Alternative Intermediate Cover (AIC). Alternative Intermediate Cover has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.

1.10 Applicable Law. All Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Regulated Organic Waste, and Solid Waste that are in force on the Effective Date of this Agreement and as may be enacted, issued or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

1.11 Approved Facility. An Approved Textile Facility, Disposal Facility, Green Waste Processing Facility, Material Recovery Facility, Recyclable Materials Processing Facility, and/or Organic

Waste Processing Facility that is approved for use by the CONTRACTOR for Services under this Agreement, as identified in Exhibit G.

1.12 Approved Textile Facility. The Recycle for Change Facility located at 1081 Essex Avenue, Richmond, CA 94801 or other facility specifically approved by the CITY for the reuse, or Processing of Textiles.

1.13 Bin. A metal or plastic Container, with a capacity of one (1) cubic yard up to and including eight (8) cubic yards, designed or intended to be mechanically dumped into aloader packer type Collection truck, that is approved for such purpose by the CITY. Binsmay also include Compactors that are owned by the MFD or Commercial Service Unit where theMFD or Commercial Collection Service occurs.

1.14 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste resulting from the operation of medical clinics, hospitals, and other facilities Processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathologicalspecimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

1.15 Brown Goods. Electronic equipment such as stereos, televisions, VCR's, PDA's,telephones, and other similar items not containing cathode ray tubes (CRTs).

1.16 Business Service Unit. All retail, professional, wholesale and industrial facilities,and other commercial enterprises offering goods or services to the public.

1.17 California Code of Regulations (CCR). The State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

1.18 CalRecycle. California Department of Resources Recycling and Recovery.

1.19 Cart. A heavy plastic receptacle with a rated capacity of at least thirty- two (32) and not more than ninety-six (96) gallons, or similar size approved by the CITY, having a hinged tight-fitting lid and wheels,that is approved by the City Representative for use by Service Recipients for Collection Servicesunder this Agreement.

1.20 Change in Law. Any of the following events or conditions that has a material and adverse effect on the performance by either PARTY of its obligations under this Agreement (except for payment obligations): (a) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation, of any Applicable Law on or after the Effective Date; or (b) the order or judgment of any Federal, State, County, or local governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of CITY or of CONTRACTOR, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.21 CITY The City of Dublin, California.

1.22 City Collection Service. City Solid Waste Collection Service, City Recycling Service, City Organic Collection Service, Large Item Collection Service, Neighborhood Clean-Up Service, and Special Event Collection Service.

1.23 City Organic Collection Service. The Collection of Organic Waste, by the CONTRACTOR, from City Service Units in the Service Area and the delivery of that Organic Waste to an Organic Waste Processing Facility.

1.24 City Recycling Service. The Collection of Recyclable Materials, by the CONTRACTOR, from City Service Units in the Service Area and the delivery of those Recyclable Materials to a Materials Recovery Facility.

1.25 City Representative. The City Manager, or their designee.

1.26 City Service Unit. Those CITY properties or locations owned and operated by the CITY. This does not include CITY-owned properties that are leased to third parties. The City Service Unit shall not deposit dirt, rock, concrete, or Exempt Waste in any Collection Containers provided as required under the conditions of this Agreement.

1.27 City Solid Waste Collection Service. The Collection of Solid Waste by the CONTRACTOR, from City Service Units in the Service Area, and the delivery of that Solid Waste to a Disposal Facility.

1.28 City Waste. Solid Waste, Green Waste, Organic Waste and Large Items resulting from the normal activities of a City Service Unit. City Waste must be generated by and at the City Service Unit where the City Waste is Collected and does not include items defined herein as Exempt Waste.

1.29 Collection or Collect. The process whereby Residential Waste, Commercial Waste, City Waste, C&D Debris, DUSD Waste, Organic Waste, and Recyclable Materials are removed and Transported to an approved Disposal Facility, Organic Waste Processing Facility, Green Waste Processing Facility, Materials Recovery Facility, or other Processing or Recycling facility as appropriate and approved by the CITY, which is lawfully authorized to accept such materials.

1.30 Collection Service. SFD Collection Service, MFD Collection Service, City Collection Service, Commercial Collection Service, DUSD Collection Service, and C&D Debris Collection Service.

1.31 Commercial Collection Service. Commercial Solid Waste Collection Service, Commercial Recycling Service, and Commercial Organic Collection Service.

1.32 Commercial Edible Food Generator. Tier One Commercial Edible Food Generators (as defined in 14 CCR Section 18982(a)(73)) and Tier Two Commercial Edible Food Generators (as defined in 14 CCR Section 18982(a)(74)), or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food generators.

1.33 Commercial Organic Collection Service. The Collection of Commercial Organic Waste from Commercial Service Units and Commercial Organic Service Units and the delivery of the

Commercial Organic Waste to an Organic Waste Processing Facility. Commercial Organic Collection Service for any Commercial Service Unit or Commercial Organic Service Unit on a Saturday will require a minimum of three (3) service days for such Unit during the week (Monday through Friday).

1.34 Commercial Organic Service Unit. Commercial Organic Waste generators who are not Commercial Service Units, such as government facilities, including, but not limited to, Parks, Reserve Forces Training Areas and Santa Rita Jail, and all schools both public and private in the Service Area, but excluding all City Service Units and DUSD Service Units.

1.35 Commercial Organic Waste. Any combination of Green Waste and Food Waste that are separated at the source of generation for inclusion in the Commercial Organic Collection Service program.

1.36 Commercial Recycling Service The Collection of Recyclable Materials, by the CONTRACTOR, from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the Processing and marketing of those Recyclable Materials.

1.37 Commercial Service Unit. Business Service Units, and Mixed Use Dwellings that utilize a Cart or Bin for the accumulation and set-out of Discarded Materials.

1.38 Commercial Solid Waste Collection Service. The Collection of Solid Waste by the CONTRACTOR, from Commercial Service Units in the Service Area, and the delivery of that Solid Waste to a Disposal Facility.

1.39 Commercial Waste. Solid Waste, Commercial Organic Waste, Recyclable Materials generated by and at a Commercial Service Unit.

1.40 Community Composting. Any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred fifty (750) square feet, as specified in 14 CCR Section 6 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

1.41 Compactor. Any Roll-Off Container or Bin which has a compaction mechanism, whether stationary or mobile.

1.42 Compostable Plastics. Plastic materials that meet the ASTM D6400 standard for Compostability.

1.43 Composting (or any variation thereof). The controlled biological decomposition of Regulated Organic Waste yielding a safe and nuisance free Compost product.

1.44 Construction and Demolition (C&D) Debris. Used or discarded materials resulting from construction, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure and such other materials as may be removed during the normal cleanup process of such construction, remodeling, repair, or demolition operations.

1.45 Construction and Demolition (C&D) Debris Box. A detachable Container of up to fifty (50) cubic yards used for the Collection of C&D Debris, which is designed to be Transported to, and left on the ground on or adjacent to, the property where the C&D Debris is generated.

1.46 Construction and Demolition (C&D) Debris Collection Service. The Collection of C&D Debris from C&D Service Units in the Service Area and the delivery of that material to Recycling and Resource Recovery Systems, LLC.

1.47 Construction and Demolition (C&D) Service Unit. All Residential, business, or development sites within the Service Area that generate C&D Debris.

1.48 Container. All Bins, Carts, Compactors, and Roll-Offs.

1.49 CONTRACTOR. Amador Valley Industries, LLC.

1.50 County. Alameda County, California.

1.51 Discarded Materials. Recyclable Materials, Organic Waste, Solid Waste and/or Construction and Demolition Debris (C&D) placed by a generator in a Container and/or at a location for the purposes of Collection by CONTRACTOR, excluding Exempt Waste.

1.52 Disposal or Dispose (or other variation thereof). The final Disposition of Solid Waste in accordance with this Agreement at the Disposal Facility.

1.53 Disposal Contractor. The entity who has obtained from the CITY an Agreement to provide Disposal Services.

1.54 Disposal Facility. A facility, selected by the CONTRACTOR and approved by the CITY for the Disposal, or Processing as appropriate, of Solid Waste and other materials as appropriate. CONTRACTOR has selected, and CITY has approved, the use of the Altamont Landfill owned by Waste Management of Alameda County, Inc., located 10840 Altamont Pass Road, Livermore, CA 94550.

1.55 Disposal Services. The final Processing and Disposition of Solid Waste Collected under the terms of this Agreement.

1.56 Diversion or Divert. Activities that reduce or eliminate the amount of Solid Waste Disposed, including, but not limited to, source reduction, Composting, Recycling, reuse, anaerobic digestion, or other methods of Processing, pursuant to the provisions of AB 939 and AB 881. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the CITY.

1.57 Dublin Unified School District (DUSD) Collection Service. The Collection of DUSD Waste from DUSD Service Units in the Service Area and the delivery of that material to an appropriate facility.

1.58 Dublin Unified School District (DUSD) Organic Waste. Any combination of Green Waste and Food Waste that are generated by DUSD Service Units and that are separated at the source of generation.

1.59 Dublin Unified School District (DUSD) Organic Waste Collection Service. The Collection of DUSD Organic Waste from DUSD Service Units in the Service Area and the delivery of that material to an appropriate facility.

1.60 Dublin Unified School District (DUSD) Service Unit. All schools and facilities owned and operated by the Dublin Unified School District.

1.61 Dublin Unified School District (DUSD) Waste. Solid Waste, Recyclable Materials, C&D Debris and DUSD Organic Waste generated by and at a DUSD Service Unit.

1.62 Dublin Unified School District (DUSD) Solid Waste Collection Service. The Collection of Solid Waste from DUSD Service Units in the Service Area and the delivery of that material to an appropriate facility.

1.63 Dwelling Unit. Any individual living unit in a single family dwelling (SFD) or multi-family dwelling (MFD) structure or building intended for, or capable of being utilized for, Residential living other than a Hotel or Motel.

1.64 Edible Food. Food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement

1.65 E-Waste. Discarded electronics equipment such as cell phones, computers, monitors, televisions, and other items containing cathode ray tubes (CRTs).

1.66 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Household Hazardous Waste, Sludge, soil and dirt, concrete, asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission. Exempt Waste does not include Used Oil, Used Oil Filters, C&D Debris, Green Waste, or Household Batteries when placed for Collection as set forth in this Agreement or as otherwise directed by the CITY.

1.67 Food Recovery. Actions to collect and distribute food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

1.68 Food Recovery Organization. An entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A food bank as defined in Section 113783 of the Health and Safety Code;
- A nonprofit charitable organization as defined in Section 113841 of the Health and Safety

code; and,

- A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization conflicts with this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

1.69 Food Recovery Service. A Person or entity that collects and transports Edible Food from a Commercial Edible Food generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

1.70 Food Scraps. Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Regulated Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste.

1.71 Food-Soiled Paper. Compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, paper trays, napkins, pizza boxes, and milk cartons.

1.72 Food Waste. Source separated Food Scraps, Food-Soiled Paper, and Compostable Plastics (if applicable). Food Waste is a subset of Organic Waste.

1.73 Green Waste. Any vegetative matter or Regulated Organic Waste resulting from normal yard and landscaping maintenance. For the purposes of this Agreement, Green Waste placed for Collection shall be not more than three (3) feet in its longest dimension or six (6) inches in diameter and must fit in the Organic Waste Container utilized by the Service Recipient. Green Waste includes, but is not limited to, plant debris, such as palm, yucca and cactus, grass clippings, leaves, pruning, weeds, branches, brush, small pieces of unpainted and untreated wood, holiday trees, and other forms of vegetative waste and must be generated by and at the Service Unit where the Green Waste is Collected. Green Waste does not include items herein defined as Exempt Waste. Green Waste is a subset of Organic Waste.

1.74 Green Waste Processing Facility. Means the facility or facilities selected by the CONTRACTOR and approved by the CITY, or specifically approved by the CITY, that is designed, operated and legally permitted for the purpose of receiving, and Processing Green Waste and Large Green Waste. CONTRACTOR has selected, and the CITY has approved, the use of the Blossom Valley Organics Composting facility, owned by Recology and located at 3909 Gaffery Road, Vernalis, CA 95385 and/or the Central Valley Compost facility, owned by Waste Management and located at 916 Frewert Road, Lathrop, CA 95330.

1.75 Hazardous Waste. Any material which is defined as a Hazardous Waste under California or United States law or any regulations promulgated pursuant to such law, as such law or regulations may be amended from time to time.

1.76 Hotel or Motel. A structure or building unit(s) capable of being utilized for Residential living where such unit or a group of such units is regularly rented to transients or held out or

advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such.

1.77 Household Battery(ies). Any disposable or rechargeable dry cells (e.g. A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries or other batteries CONTRACTOR is prohibited from carrying by Applicable Law.

1.78 Household Battery Collection Service. The Collection of Household Batteries by the CONTRACTOR, from SFD and MFD Service Units in the Service Area in accordance with the requirements of this Agreement.

1.79 Household Hazardous Waste (HHW). Any Hazardous Waste generated at an SFD or MFD Service Unit.

1.80 Large Green Waste. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than five (5) feet in its longest dimension, which are attributed to the normal activities of a SFD, MFD, or City Service Unit. Large Green Waste must be generated by and at the Service Unit where the Large Green Waste is Collected.

1.81 Large Items. Those large materials including furniture; carpets; mattresses; White Goods; Brown Goods; E-Waste; Reusable Materials; Textiles; tires without rims; Large Green Waste; or some combination of such items and/or Discarded Materials in a container the dimensions of which container do not exceed four feet by four feet by two feet (4'x4'x2') and weighing no more than sixty (60) pounds, which are attributed to the normal activities of a SFD, MFD, or City Service Unit. Discarded Materials that do not fit in the aforementioned container must be bundled. Large Items must be generated by and at the Service Unit where the Large Items are Collected. Large Items do not include items herein defined as Exempt Waste.

1.82 Large Item Collection Service. The periodic on-call Collection of Large Items, by the CONTRACTOR, from Service Units in the Service Area and the delivery of those Large Items to the Recycling and Resource Recovery Systems, LLC facility in Pleasanton or such other facility as may be appropriate under the terms of this Agreement. Large Item Collection Service does not include the Collection of Large Items through the use of Roll- Off Containers or C&D Debris Boxes, except that Roll-Off Containers may be used for MFD Large Item Collection Service.

1.83 Materials Recovery Facility (MRF). Any facility, selected by the CONTRACTOR and approved by the CITY, or specifically approved by the CITY, designed, operated, and legally permitted for the purpose of receiving, sorting, Processing, storing, or preparing Recyclable Materials for sale. CONTRACTOR has selected, and CITY has approved, the use of the City Automatic Recycling, Inc. (CARI) facility which is an Affiliate of CONTRACTOR and located on 3110 Busch Road Pleasanton, CA 94566, the Alameda County Industries, Inc. facility in San Leandro located on 610 Aladdin Avenue San Leandro, CA 94577, the Fremont Recycling and Transfer Station (BLT) owned by BLT Enterprises and located on 41149 Boyce Road Fremont, CA 94538, and the Tracy Materials Recovery and Solid Waste Transfer, Inc. facility owned by Repetto M and located on 30703 South MacArthur Drive Tracy, CA 95378.

1.84 MFD Collection Service. MFD Solid Waste Collection Service, MFD Recycling Service, MFD Organics Service, Large Item Collection Service, Used Oil Collection Service, and Household Battery Collection Service.

1.85 MFD Organics Service. The Collection of Organic Waste, by the CONTRACTOR, from MFD Service Units in the Service Area, the delivery of that Organic Waste to an approved Organic Waste Processing Facility, and the Processing and marketing of that Organic Waste.

1.86 MFD Recycling Service. The Collection of Recyclable Materials, by the CONTRACTOR, from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to the approved Materials Recovery Facility and the Processing and marketing of those Recyclable Materials.

1.87 MFD Service Unit. Any Residential premises, other than SFD Service Units, with any combination of five (5) or more Dwelling Units in the Service Area receiving centralized, shared Collection service. MFD Service Units do not include Hotels, Motels, or other transient occupancy facilities, which are considered Commercial Service Units for purposes of this Agreement.

1.88 MFD Solid Waste Collection Service. The Collection of Solid Waste, by the CONTRACTOR, from MFD Service Units in the Service Area and the delivery of that Solid Waste to a Disposal Facility.

1.89 Minimum SFD Collection Service. The CITY mandatory service level for SFD Service Units whose costs are Collected by the CITY on the annual property tax bill.

1.90 Mixed Use Dwelling. A building or structure which contains at least one (1) Business Service Unit and at least one (1) Dwelling Unit and utilizes a common Bin or Container for the accumulation and Collection of Solid Waste.

1.91 Mulch. A layer of material applied on top of soil; and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

1.91.1 Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

1.91.2 Was produced at one (1) or more of the following types of Facilities:

- A Compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
- A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,
- A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

1.92 Neighborhood Clean-Up Service. The periodic Collection of materials and related Services provided during CITY-requested neighborhood clean-up events, as further described in Exhibit B4.

1.93 Non-Collection Notice. A form developed in accordance with Section 16.08 and used by the CONTRACTOR, as approved by the CITY, to provide information and notify Service Recipients of the reason for non-Collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Agreement.

1.94 Organic Waste. Any combination of Green Waste and Food Waste Collected in the CITY'S Organic Waste Collection program, including, but not limited to, Commercial Organic Waste, DUSD Organic Waste, Residential Organic Waste, and Organic Waste Collected from City Service Units. Organic Waste is a subset of Regulated Organic Waste.

1.95 Organic Waste Processing Facility. Any facility, selected by the CONTRACTOR and approved by the CITY, or specifically approved by the CITY, designed, operated, and legally permitted for the purpose of receiving, sorting, Processing, storing, or preparing for sale, Organic Waste. CONTRACTOR has selected, and CITY has approved, the use of the Napa Materials Diversion facility owned by Napa Recycling and Waste Services and located at 820 Levitin Way, Napa, CA, 94558, the Blossom Valley Organics Composting facility, owned by Recology and located at 3909 Gaffery Road, Vernalis, CA 95385, and/or the Central Valley Compost facility, owned by Waste Management and located at 916 Frewert Rd, Lathrop, CA 95330.

1.96 Person. Any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal Person.

1.97 Processing or Process. To prepare, treat, or convert through some special method.

1.98 Prohibited Container Contaminants. The following are Prohibited Container Contaminants for the purposes of this Agreement: (i) materials placed in the Recyclable Materials Container that are not identified as acceptable Recyclable Materials for the CITY'S Collection program; (ii) materials placed in the Organic Waste Container that are not identified as acceptable Organic Waste for the CITY'S Collection program; (iii) materials placed in the Solid Waste Container that are acceptable Recyclable Materials and/or Regulated Organic Waste to be placed in the CITY'S Recyclable Materials or Organic Waste Containers or otherwise managed under the CITY'S Collection program; and (iv) Exempt Waste placed in any Container.

1.99 Recyclable Materials. Those materials which are capable of being Recycled and which would otherwise be Processed or Disposed of as Solid Waste. Recyclable Materials include those materials defined by the CITY, including newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; plastic bottles (#1-7); aluminum foil and pans; dry cell Household Batteries when contained in a sealed heavy-

duty plastic bag; and those materials added by the CONTRACTOR, and approved by the CITY, from time to time.

1.100 Recyclable Materials Processing Facility. Any facility selected by the CONTRACTOR and approved by the CITY, or specifically approved by the CITY, designed, operated, and legally permitted for the purpose of receiving, sorting, Processing, storing, or preparing for sale, Recyclable Materials. CONTRACTOR has selected, and the CITY has approved, the use of City Automatic Recycling, Inc. (CARI) facility which is an Affiliate of CONTRACTOR and located on 3110 Busch Road Pleasanton, CA 94566, the Alameda County Industries, Inc. facility located on 610 Aladdin Avenue. San Leandro, CA 94577 the Fremont Recycling and Transfer Station (BLT) owned by BLT Enterprises and located on 41149 Boyce Road Fremont, CA 94538, and the Tracy Materials Recovery and Solid Waste Transfer, Inc. facility owned by Repetto M and located on 30703 South MacArthur Drive Tracy, CA 95378.

1.101 Recycle or Recycling (or any variation thereof). The Process of sorting, cleansing, treating and reconstituting materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused or reconstituted products.

1.102 Regulated Organic Waste. Solid Waste containing material originated from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, organic Textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and Sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

1.103 Residential. Of, from, or pertaining to SFD Service Units or MFD Service Units.

1.104 Residential Organic Waste. Any combination of Green Waste and Food Waste. that are separated at the source of generation for inclusion in the SFD Organic Collection Service program.

1.105 Residential Waste. Solid Waste, Green Waste, Residential Organic Waste, Recyclable Materials, Large Items, Used Oil, Used Oil Filters, and Household Batteries resulting from the normal activities of a SFD or MFD Service Unit. Residential Waste must be generated by and at the SFD or MFD Service Unit where the Residential Waste is Collected and does not include items defined herein as Exempt Waste.

1.106 Reusable Materials. Items that are capable of being used again after minimal Processing. Reusable Materials may include, but are not limited to, Textiles, furniture, and/or sporting equipment, toys, house wares, working computers, undamaged monitors, cell phones, books, working small White Goods, working VCRs and working stereos.

1.107 Reuse Vendor. A vendor (e.g., St. Vincent dePaul or Goodwill Industries, or other nonprofit or for-profit organizations) that will collect used furniture, clothing, sporting equipment, and other re-usable items for purposes of reuse rather than Disposal.

1.108 Roll-Off Container. A metal Container that is normally loaded onto a motor vehicle and Transported to an appropriate facility.

1.109 SB 1383. The Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 1383 typically refers to the Short-Lived Climate Pollutants (SLCP) Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR to enforce SB 1383., as they may be amended).

1.110 SB 1383-Qualified Renewable Natural Gas (RNG). Gas from Regulated Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Regulated Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

1.111 Service Area. That area within the corporate limits of the City of Dublin.

1.112 Service Recipient. An individual or company receiving Collection Service.

1.113 Services. See "Collection Services".

1.114 Service Unit. SFD Service Units, MFD Service Units, City Service Units, Commercial Service Units, Commercial Organic Service Units, DUSD Service Units, and C&D Service Units.

1.115 SFD Collection Service. SFD Solid Waste Collection Service, SFD Recycling Service, SFD Organic Collection Service, Large Item Collection Service, Used Oil Collection Service, and Household Battery Collection Service.

1.116 SFD Organic Collection Service. The Collection of Residential Organic Waste by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of that Residential Organic Waste to an Organic Waste Processing Facility and the Processing and marketing of that Residential Organic Waste.

1.117 SFD Recycling Service. The Collection of Recyclable Materials by the CONTRACTOR from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recovery Facility and the Processing and marketing of those RecyclableMaterials.

1.118 SFD Service Unit. Any Dwelling Unit or any combination of less than five (5) Dwelling Units in the Service Area sharing Discarded Materials Carts, for the accumulation and set out of Discarded Materials.

1.119 SFD Solid Waste Collection Service. The Collection of Solid Waste, by the CONTRACTOR, from SFD Service Units in the Service Area and the delivery of that Solid Waste to a Disposal Facility.

1.120 Sludge. The accumulated solids, residues, and precipitates generated as a result ofwaste treatment or Processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from

septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

1.121 Solid Waste. Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste for the purposes of this Agreement are Exempt Waste, C&D, source separated Recyclable Materials, source separated Organic Waste, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes Reusable Materials only when such materials are included for Collection in a Solid Waste Container not source separated from Solid Waste at the site of generation. For the purposes of this Agreement, Solid Waste must be generated by and at the Service Unit where the Solid Waste is Collected and does not include items defined herein as Exempt Waste.

1.122 Special Event Collection Service. The Collection of Solid Waste, Recyclable Materials, Organic Waste, and other materials as appropriate at CITY-sponsored special events.

1.123 Stable Matter. Manure and other waste matter normally accumulated in stables or in livestock or poultry enclosures.

1.124 State. The State of California.

1.125 Subcontractor. A Person other than the CONTRACTOR, who has been engaged to perform an act that is necessary for, and directly related to, CONTRACTOR'S fulfillment of its service obligations under this Agreement. Notwithstanding any other provision in this Agreement, vendors providing materials, supplies or professional services to CONTRACTOR, and Approved Facilities that are not owned or operated by CONTRACTOR or its Affiliates, shall not be considered Subcontractors for any purpose under this Agreement. As of the Effective Date, all Subcontractors are set forth on Exhibit F.

1.126 Term. The Term of this Agreement, including extension periods if granted, as provided for in Article 2.

1.127 Textiles. Clean items made of thread, yarn, fabric, or cloth. Examples include clothes, fabric trimmings, draperies, and all natural and synthetic cloth fibers. This waste type does not include cloth-covered furniture, mattresses, leather shoes, leather bags, or leather belts.

1.128 Transfer. The act of Transferring the materials Collected by CONTRACTOR in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling, Processing, or Disposing of such materials.

1.129 Transportation or Transport. The act of conveying Collected materials from one location to another.

1.130 Uncontrollable Circumstance(s). Floods, earthquakes, other "acts of nature", pandemic, war, civil insurrection, riots, acts of any government (including judicial action), labor unrest,

including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other cancelled job action, and other similar catastrophic events which are beyond the control of and not the fault of the PARTY claiming excuse from performance hereunder. However, the following are not Uncontrollable Circumstances: (a) power outages, or (b) labor unrest by employees of CONTRACTOR or of any Subcontractor that controls, is controlled by, or is under common control with CONTRACTOR directed against CONTRACTOR or such Subcontractor, including, but not limited to, strike, work stoppage or slowdown, sick-out, lockout, picketing, or other conce1ied job action. No event which merely increases CONTRACTOR'S cost of performance shall be an Uncontrollable Circumstance; and no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and Applicable Laws, shall be an Uncontrollable Circumstance.

1.131 Used Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the SFD or MFD Service Unit where the Used Oil is Collected. Used Oil does not include transmission fluid.

1.132 Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by the CONTRACTOR, from Service Units in the Service Area utilizing Used Oil and Filter Containers for the accumulation and set-out of Used Oil and Used Oil Filters and the appropriate Disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Agreement.

1.133 Used Oil Container. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.

1.134 Used Oil Filter. Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the SFD or MFD Service Unit where the Used Oil Filter is Collected.

1.135 Used Oil Filter Container. A six (6) mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1¼) inch diameter hole above the seal provided by the CONTRACTOR for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.

1.136 White Goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.137 Work Day. Any day, Monday through Saturday that is not a holiday as set forth in Section 3.09 of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

2.01 Term. The Term of this Agreement shall be extended for a fifteen (15) year period beginning July 1, 2020 and terminating on June 30, 2035.

2.02 Other Provisions. The CITY may, at the end of the Term of this Agreement, either renegotiate the terms and conditions of the Agreement with the current CONTRACTOR or request proposals from qualified contractors to provide Collection Services.

ARTICLE 3. SERVICES PROVIDED BY THE CONTRACTOR

3.01 Grant of Exclusive Agreement. Except as otherwise provided in this Agreement, the CONTRACTOR is herein granted an exclusive Agreement to provide Collection Services within the Service Area. No other Solid Waste or Recycling Services shall be exclusive to the CONTRACTOR.

3.02 Limitations to Scope of Exclusive Agreement.

3.02.1 Recyclable Materials or Large Items that are source separated (as defined in CITY Municipal Code Chapter 5.32.040) from Solid Waste by Service Units, for which the waste generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste generator when such collector is permitted under Chapter 5.32 of the CITY Municipal Code;

3.02.2 Solid Waste, Recyclable Materials, Large Items or Organic Waste, which is removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, DUSD Service Unit, C&D Service Unit, or City Service Unit and which is Transported personally by the owner or occupant of such premises (or by such owner or occupant's full-time employees) to a Processing or Disposal Facility as allowed in Chapter 5.32.105 of the CITY Municipal Code;

3.02.3 Recyclable Materials, Organic Waste, or Large Items which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations;

3.02.4 Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.

3.02.5 Green Waste removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;

3.02.6 Materials that are not defined herein as Recyclable Materials but which are collected for Recycling by a collector who is permitted pursuant to Chapter 5.32 of the CITY Municipal Code.

3.02.7 Large Items removed from a premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

3.02.8 Animal waste and remains from slaughterhouse or butcher shops for use as tallow;

3.02.9 By-products of sewage treatment, including Sludge, ash, grit, and screenings;

3.02.10 Hazardous Waste and designated waste regardless of its source; and

3.02.11 Residential Waste, Commercial Waste, City Waste or Recyclable Materials that are removed from a premises by a company through the performance of a service that the CONTRACTOR has elected not to provide;

3.02.12 The collection and removal of C&D Debris in accordance with Chapter 5.32.130 of the CITY Municipal Code.

3.02.13 Edible Food which is collected from a generator by other Person(s), such as a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or which is transported by the generator to another Person(s), such as a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food.

3.02.14 Food Scraps that are separated by the generator and used by the generator or distributed to other Person(s) for lawful use as animal feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be self-hauled by the generator or hauled by another Person.

3.02.15 Regulated Organic Waste Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, on-site anaerobic digestion) or at a Community Composting site.

3.02.16 The Collection and removal of Solid Waste, Organic Waste, Recyclable Materials, or other materials from Containers placed in CITY parks which shall be Collected by the CITY or a designated contractor of the CITY.

3.03 CONTRACTOR acknowledges and agrees that the CITY may permit other Persons besides the CONTRACTOR to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR. If CONTRACTOR can produce evidence that other Persons are servicing Collection Containers or are Collecting Solid Waste, Recyclable Materials, Large Items, C&D Debris, and/or Organic Waste in a manner that is not consistent with the CITY Municipal Code or this Agreement, it shall report the location, the name and phone number of the Person or company to the CITY along with CONTRACTOR'S evidence of the violation of the exclusiveness of this Agreement and CITY shall take appropriate action to enforce the CITY Municipal Code and this Agreement.

3.03.1 The scope of this Agreement shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the CITY to lawfully provide for the scope of services as specifically set forth herein, CONTRACTOR agrees that the scope of the Agreement will be limited to those services and materials, which may be lawfully provided, and that the CITY shall not be responsible for any lost profits or losses claimed by CONTRACTOR to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of CONTRACTOR to minimize the financial impact of such future judicial interpretations or new laws.

3.04 Service Standards. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection.

3.05 Hours and Days of Collection.

3.05.1 SFD and MFD Collection Services shall be provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday with no service on Saturday (except for holiday service as set forth in Section 3.09 of this Agreement) or Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

3.05.2 Commercial, DUSD, C&D Debris, and City Collection Service shall be provided, commencing no earlier than 4:00 a.m. (or 6:00 a.m. if the property is within two hundred (200) feet of a Residential property), and terminating no later than 9:00 p.m., Monday through Friday, with service on Saturday starting no earlier than 6:00 a.m. (or 7:30 a.m. if the property is within two hundred (200) feet of a Residential property). The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.

3.06 Manner of Collection. The CONTRACTOR shall provide Collection Service with as little disturbance as possible and shall leave any Cart, Bin, or C&D Debris Box in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

3.07 Containers.

3.07.1 Purchase and Distribution of Carts and Bins. The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. CONTRACTOR shall also distribute Carts and Bins to new Service Units that are added to CONTRACTOR'S Service Area during the Term of this Agreement. The distribution shall be completed within three (3) Work Days of receipt of notification from the CITY or the Service Unit.

3.07.2 All Containers shall comply with the color and labeling requirements and timeline specified under Section 14.01 of this Agreement.

3.07.3 Replacement of Carts and Bins. CONTRACTOR'S employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR' s expense, within three (3) Work Days at no cost or inconvenience to the Service Recipient.

3.07.3.1 Upon notification to the CONTRACTOR by the CITY or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) have been stolen or damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within three (3) Work Days. The

CONTRACTOR shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis.

3.07.3.2 Where such Cart is lost, stolen, or damaged beyond repair through no fault of the CONTRACTOR, each SFD Service Unit shall be entitled to the replacement of one lost, destroyed, or stolen Solid Waste Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organic Waste Cart during the life of this Agreement at no cost to the Service Recipient.

3.07.3.3 Where such Cart or Bin is lost, stolen, or damaged beyond repair through no fault of the CONTRACTOR, each MFD, Commercial and City Service Unit shall be entitled to the replacement of one (1) lost, destroyed, or stolen Solid Waste Bin and one (1) lost, destroyed, or stolen Recycling Cart or Bin during the life of this Agreement at no cost to the Service Unit.

3.07.3.4 Where such Bin or Cart replacement occurs through no fault of the CONTRACTOR, CONTRACTOR shall be compensated for the cost of those replacements in excess of the requirements set forth above in accordance with the "Cart or Bin Exchange" Service Rate, as appropriate, as initially set by the CITY or as may be adjusted by the CITY as provided under the terms of this Agreement.

3.07.4 Repair of Carts and Bins. CONTRACTOR shall be responsible for repair of any damaged Carts and Bins to include, but not be limited to, damage to hinged lids, wheels, axles, and anything causing leakage. Within three (3) Work Days of notification by the CITY or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the Cart or Bin or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.

3.07.5 Cart or Bin Exchange. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that a change in the size or number of Carts or Bins is required, the CONTRACTOR shall deliver such Carts or Bins to such Service Recipient within three (3) Work Days. Each Service Recipient shall be eligible to receive one (1) free Cart or Bin exchange per Agreement Year during the Term of this Agreement. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of one (1) per Agreement Year, in accordance with the "Cart or Bin Exchange" service rate as initially set by the CITY or as may be adjusted under the terms of this Agreement.

3.07.6 Ownership of Carts. Ownership of Carts shall rest with the CONTRACTOR, except that ownership of Carts in the possession of a Service Recipient at the end of this Agreement shall rest with the CITY. At its sole discretion, CITY may elect not to exercise its rights with regards to this Section and in such case the Carts shall remain the property of the CONTRACTOR upon termination of this Agreement. In this event, CONTRACTOR shall be responsible for removing all Carts in service from the Service Area and reusing or Recycling such Carts.

3.07.7 Ownership of Bins. Ownership of Bins distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial Term or optional extension Term due to the

default of the CONTRACTOR as set forth in Article 26 of this Agreement. Under such circumstances, the CITY shall have the right to take possession of the Bins and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of Bins, including their locations.

3.07.8 Ownership of Roll-Off Containers and C&D Debris Boxes. Ownership of Roll- Off Containers and C&D Debris Boxes distributed by the CONTRACTOR shall rest with the CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial Term or optional extension Term due to the default of the CONTRACTOR. Under such circumstances, the CITY shall have the right to take possession of the Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to the CONTRACTOR from the CITY for the use of the equipment. Upon the receipt of written notice from the CITY, CONTRACTOR shall submit to the City Representative an inventory of Containers, including their locations.

3.07.9 Annual Inspection and Cleaning. Once each Agreement Year, at no charge to the CITY or the MFD or Commercial Service Unit, CONTRACTOR shall inspect all Garbage, Recycling, and Organic Waste Bins at the Service Unit's premises and shall replace those Bins needing cleaning with clean Bins and remove the di1iy Bins for cleaning.

3.07.10 Organic Waste Pails. Within six (6) months of the Effective Date of the Agreement, CONTRACTOR shall provide each SFD Service Unit and MFD Service Unit with a pail for use in the kitchen that is suitable for the collection and storage of Food Scraps and that is consistent in function to meet the Alameda County Waste Management Authority's Residential Food Scrap Subsidy Program guideline requirements. The kitchen pail shall have a capacity of 1.5 to 2.5 gallons, a wire or plastic handle, and a lid and must be approved by the CITY. CONTRACTOR shall provide kitchen pails to SFD Service Units and MFD Service Units with the roll-out of new service and continue to provide kitchen pails to SFD Service Units and MFD Service Units as requested by the Service Recipient after the initial distribution period concludes. CONTRACTOR shall promote the availability of the Organic Waste Pails on its website and in public outreach materials annually, as part of its annual Public Education and Outreach Program plan pursuant to Section 16.02.

3.07.11 MFD Household Battery Collection Boxes. Within six (6) months of the Effective Date of the Agreement, CONTRACTOR shall provide each MFD Service Unit with a Household Battery Collection box for collection of MFD tenant Household Batteries. CONTRACTOR shall provide Household Battery Collection boxes to MFD Service Units with the roll-out of new service and continue to provide Household Battery Collection boxes to MFD Service Units as requested by the Service Recipient after the initial distribution period concludes. CONTRACTOR shall promote the availability of the Household Battery Collection boxes for MFD on its

website and in public outreach materials annually, including proper Household Battery Recycling procedures, as part of its annual Public Education and Outreach Program plan pursuant to Section 16.02. CONTRACTOR shall provide on-call, but no less frequently than once per month, Household Battery Collection Service in accordance with Section 9.05.

3.07.12 Organic Waste Containers. If requested by the customer, CONTRACTOR shall provide Commercial Service Units receiving Commercial Organic Collection Service with a watertight container for indoor storage of Commercial Organic Waste prior to placing the waste in the Organic Waste Cart or Bin. The size of the container shall be determined by the Service Recipient and the CONTRACTOR. CONTRACTOR shall be responsible for the repair and maintenance of the containers. CONTRACTOR shall only allow the use of Compostable Biodegradable Products Institute (BPI) approved plastic bags by the Service Recipient and the Parties acknowledge that such bags are likely to be treated as contamination at the compost facility(ies).. The Parties shall work cooperatively to implement ongoing educational and operational changes to reduce Customers' use of such Compostable plastic bags along with other contamination in the Commercial Organic Materials. At a minimum, this shall include both the CONTRACTOR's and CITY's messaging in routine public education materials and CONTRACTOR conducting contamination monitoring and education programs at Customer locations.

3.08 Labor and Equipment. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities, or supervision shall be provided or paid to CONTRACTOR by CITY or by any Service Recipient except as expressly provided by this Agreement.

3.09 Holiday Service. The CITY observes Labor Day, Thanksgiving Day, December 25, and January 1 as legal holidays. CONTRACTOR shall not be required to provide Collection Services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one (1) Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD, Commercial, and City Collection Services shall be adjusted as agreed between the CONTRACTOR and the Service Recipient but must meet the minimum frequency requirement of one (1) time per week.

3.10 Disposal and Processing. CONTRACTOR shall Transport materials Collected under this Agreement only to the Approved Facilities identified in Exhibit G of this Agreement.

3.10.1 Notification of Emergency Change in Facility. If CONTRACTOR is unable to use an Approved Facility due to an emergency, sudden and unforeseen closure or unavailability of the facility that is outside the control of the CONTRACTOR, CONTRACTOR may use an alternative facility provided that the CONTRACTOR provides written notice to City Representative. Within forty-eight (48) hours of such emergency or sudden and unforeseen closure, the CONTRACTOR shall

provide a written description of the reasons the use of the Approved Facility is not feasible and the period of time CONTRACTOR proposes to use the alternative facility. Such a change in facility shall be temporarily permitted until such time as the City Representative is able to consider and respond to the use of the proposed alternative facility. If the use of the proposed alternative facility is anticipated to or actually does exceed eighteen (18) Work Days in a consecutive twelve (12) month period, the use of such facility shall be subject to approval by the City Representative as an Approved Facility. CONTRACTOR shall submit a proposal to the City Representative for review within twelve (12) Work Days of the written notification to the City Representative of an unavailable facility. That proposal shall include, at a minimum, the changes in cost, days and hours of operation of the facility, facility permit information, facility regulatory history, and facility performance for the proposed alternative facility. The City Representative may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative facility. In the event that the City Representative disapproves the use of the proposed alternative facility, the CONTRACTOR shall propose an additional alternative facility for review and approval by the City Representative. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 22 of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.2 Notification of Discretionary Change in Facility. If the CONTRACTOR chooses to use an alternative facility that is not an Approved Facility due to discretionary business reasons, CONTRACTOR may use an alternative facility provided that the CONTRACTOR provides written notice to City Representative twenty (20) business days prior to use of the alternative facility and City Representative approves of the facility change no later than twelve (12) Work Days prior to the use of the alternative facility. CONTRACTOR shall specify the amount of time that the use of the proposed alternative facility is anticipated, the reason for the change in facility, the changes in cost, days and hours of operation of the facility, facility permit information, facility regulatory history, facility performance, and any changes in Discarded Materials accepted as a result of a change in facility in its written notification. In the event that the change in facility results in a decrease in cost, the City Representative may, in their sole discretion, approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative facility. The City Representative's approval may be conditioned on the alternative facility's ability to guarantee sufficient Disposal or Processing capacity to the CITY for the Term of this Agreement, the distance to the facility, the level of Diversion at the proposed facility, and the status of such facility's permits. In the event that the City Representative disapproves the use of the proposed alternative facility, CONTRACTOR shall propose an additional alternative facility for review and approval by the City Representative. In the event that the change in facility results in an increase in cost, the proposed alternative facility is subject to CITY'S formal approval procedures, including, but not limited to, an amendment to this Agreement. Failure to comply with this provision shall result in the levy of liquidated damages as specified in Article 22

of this Agreement and may result in the CONTRACTOR being in default under this Agreement.

3.10.3 Change in Facility Compensation. Prior to CONTRACTOR'S use of the proposed alternative facility, regardless of whether initiated by City Representative or CONTRACTOR, CONTRACTOR shall submit a service proposal pursuant to Section 27.02 and Section 27.03. If the use of the alternative facility is approved by the City Representative for a period of time more than eighteen (18) Work Days in a consecutive twelve (12) month period, CONTRACTOR may petition the CITY for a compensation adjustment pursuant to Section 5.11 (without regard to Section 5.11.1(iv) or Section 5.11.2).

3.10.4 Disposal Facility. Except as set forth below, all Solid Waste Collected as a result of performing Collection Services shall be Transported to, and Disposed of, at the Disposal Facility.

3.10.5 Green Waste Processing Facility. CONTRACTOR shall deliver all Green Waste and Large Green Waste Collected to a fully permitted Green Waste Processing Facility.

3.10.6 Material Recovery Facility and Recyclable Materials Processing Facility. All Recyclable Materials and C&D Debris Collected as a result of performing Recycling or C&D Debris Collection Services shall be delivered to a Materials Recovery Facility (MRF).

3.10.7 Organic Waste Processing Facility. CONTRACTOR shall deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility. CONTRACTOR shall ensure that all Organic Waste Collected pursuant to this Agreement is Processed in a manner deemed not to constitute landfill Disposal under 14 CCR Section 18983.1(a) and is Diverted from the Disposal Facility in accordance with AB 939, SB 1383, and subsequent legislation and regulations. In no instance shall Organic Waste be used for ADC or AIC.

3.10.7.1 Compostable Plastics. Within three (3) months following the Effective Date of the Agreement, and annually in its reports pursuant to Exhibit D, CONTRACTOR shall provide a written notification to the CITY describing if the Organic Waste Processing Facility has the capability to Process and recover Compostable Plastics throughout the Term of the Agreement. The notification shall, at a minimum, include: the date and a description of the reasons that the Organic Waste Processing Facility is not able to Process and recover the Compostable Plastics; the period of time the Organic Waste Processing Facility will not Process and recover these materials; and, the CONTRACTOR'S proposed plan to find an alternative facility or arrangement to Process the Compostable Plastics, subject to CITY approval. CITY may prohibit or restrict the use of Compostable Plastics, with a six (6) month advanced notice to CONTRACTOR, and this shall not constitute a CITY-directed change in scope or Change in Law under this Agreement.

3.10.8 Large Item Processing and Disposal. CONTRACTOR shall Process and Dispose of Large Items Collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1. Reuse as is (where energy efficiency is not compromised)
2. Disassemble for reuse or Recycling
3. Recycle
4. Disposal

3.10.8.1 CONTRACTOR shall not Dispose such Large Items unless the Large Items cannot be Diverted.

3.10.8.2 White Goods shall be reused, Recycled, or Disposed by CONTRACTORin accordance with requirements of Applicable Law.

3.10.9 CITY Direction of Large Items. CITY reserves the right to direct CONTRACTOR to take Large Items Collected pursuant to this Agreement to a designated site or sites for the purpose of permitting Persons who will reuse or Recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR shall have no obligation to Dispose of the Large Items or Large Item residue remaining at the directed site or sites after reusers and Recyclers have removed reusable or Recyclable Large Items.

CONTRACTOR shall encourage and facilitate the participation of Reuse Vendor(s) to select and sort out Reusable Materials at the point of Collection or at the Reuse Vendor, Disposal Facility, Materials Recovery Facility, Green Waste Processing Facility, or other such facility as may be appropriate.

3.10.10 Large Items Containing Freon. In the event CONTRACTOR Collects Large Itemsthat contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as Hazardous Waste under applicable State and federal laws or regulations.

3.10.11 Used Oil Processing. CONTRACTOR shall Recycle all Used Oil Collected pursuant to this Agreement to the extent feasible and shall properly Dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be Recycled.

3.10.11.1 CONTRACTOR shall Recycle the Used Oil only with Persons who are authorized by the State of California to Recycle Used Oil. In the event the Used Oil or Used Oil Filters Collected pursuant to this Agreement are contaminated to the extent that the Used Oil or Used Oil Filters require Disposal as a Hazardous Waste, CONTRACTOR shall Dispose of such Used Oil or Used Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable Stateand federal law.

3.10.11.2 CONTRACTOR shall notify the City Representative, either by Fax or e-mail, of any contamination which renders the Used Oil unacceptable for Recycling or which requires Disposal of the Used Oil or Used Oil Filters as a Hazardous Waste.

3.10.11.3 Segregation of Used Oil. CONTRACTOR shall keep all Used Oil and Used Oil Filters Collected pursuant to this Agreement segregated from other materials.

3.11 Transfer Operations. CONTRACTOR to provide Transfer operations in accordance with Exhibit E.

3.12 Recycling – Changes in Law. Should any Change in Law arise that necessitates any additions or deletions to the work described herein, including the type of items included as Recyclable Materials, the PARTIES shall negotiate any necessary cost changes and shall enter into an amendment to this Agreement covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

3.13 Bin and Roll-Off Container Service. CONTRACTOR shall provide Bin service, C&D Debris Box, and Roll-Off Container service for the Collection of non-hazardous materials at the service rates set by the CITY under the terms of this Agreement. CONTRACTOR shall deliver and pick-up the Bins and Containers at the direction of the Service Recipient. The Bins and Containers shall be clean, free of graffiti, and in good repair. The Bins and Containers must be clearly marked and identifiable as belonging to CONTRACTOR. Special consideration shall be given when determining the delivery and pickup area for the Bins and Containers to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. If the Service Recipient and the CONTRACTOR cannot agree on a delivery and pick up area, the area shall be determined by the CITY. In addition, if, in the opinion of the CITY the delivery and pick-up area is inappropriate, CITY may require the CONTRACTOR to relocate the Bin or Container.

3.14 Inspections. The CITY shall have the right to inspect the CONTRACTOR'S facilities or Collection vehicles and their contents at any time while operating inside or outside the CITY.

3.15 Commingling of Materials.

3.15.1 Solid Waste, C&D, Organic Waste, and Recyclable Materials. CONTRACTOR shall not at any time commingle Solid Waste Collected pursuant to this Agreement with any C&D, Recyclable Materials or Organic Waste separated for Collection pursuant to this Agreement without the express prior written authorization of the City Representative.

3.15.2 Waste Collected in Dublin. CONTRACTOR shall not at any time commingle any Solid Waste, C&D, Organic Waste, or Recyclable Materials Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR outside the Service Area without the express prior written authorization of the City Representative.

3.16 Spillage and Litter. The CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall Transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the CONTRACTOR'S vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Residential Waste, Commercial Waste, City Waste, DUSD Waste, C&D Debris, or Recyclable Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.16.1 The CONTRACTOR shall not be responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any material or residue that are spilled or scattered by the CONTRACTOR or its employees.

3.16.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary,CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning.

3.16.3 The above paragraphs notwithstanding, CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two (2) hours upon notice from the CITY

3.16.4 To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.17 Ownership of Materials.

3.17.1 Title to Residential Waste, Commercial Waste, City Waste, DUSD Waste, C&D Debris, and Recyclable Materials shall pass to CONTRACTOR at such time as said materials areplaced in the generator or CONTRACTOR'S receptacle, including, without limitation, C&D Debris Box, Compactor, Garbage Bin, Garbage Cart, Organic Waste Bin, Organic Waste Cart,Recycling Bin, Recycling Cart or Roll-Off Container.

3.17.2 Title to material Collected as part of the Neighborhood Clean-up Service or Special Collection Service shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use at the event.

3.18 Hazardous Waste Inspection and Handling Program.

3.18.1 CONTRACTOR shall develop a Hazardous Waste inspection and handling program that includes the following components: (i) personnel training: (ii) load checking procedures; (iii) proper management of Hazardous Waste; (iv) record keeping and emergency procedures; and (v) public education program designed to educate generators regarding proper methods for handling and Disposing of Hazardous Waste.

3.18.2 CONTRACTOR'S load checking personnel, including its Collection vehicle drivers, shall be trained in (i) the effects of Hazardous Waste on human health and the environment; (ii) identification of Hazardous Waste; and (iii) emergency notification and response procedures. When practical, CONTRACTOR shall inspect Collection Containers prior to Collection in order to identify Hazardous Waste.

3.18.3 Response to Hazardous Waste Identified during Collection. Under no circumstances shall CONTRACTOR'S employees knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a Collection Container. If CONTRACTOR determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility, or one of the Processing Facilities, or presents a hazard to CONTRACTOR'S employees, the CONTRACTOR shall have the right to refuse to accept such material. The generator shall be contacted by the CONTRACTOR and requested to arrange for proper Disposal service. If the

generator cannot be reached immediately, the CONTRACTOR shall, before leaving the premises, leave a Non-Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone number for the Alameda County Household Hazardous Waste Facility.

CONTRACTOR'S environmental technician, on file with the CITY'S Contract Manager, shall be notified to resolve the issue with the generator.

3.18.4 If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property, the CONTRACTOR shall immediately notify the CITY Fire Department using the 911 emergency telephone number. The CONTRACTOR shall notify the CITY of any Hazardous Waste identified within twenty four (24) hours of identification of such material.

3.18.5 If Hazardous Waste is identified at the time of delivery to the Disposal Facility, or one of the Processing facilities and the generator cannot be identified, CONTRACTOR shall be solely responsible for handling and arranging Transport and Disposition of the Hazardous Waste.

3.19 Regulations and Record Keeping. CONTRACTOR shall comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by regulations shall be maintained at the CONTRACTOR'S facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records. CONTRACTOR shall maintain such records in accordance with Article 18 and Exhibit D.

3.20 Waivers. The CITY or its designee, StopWaste, may grant waivers to certain generators that impact the scope of CONTRACTOR'S provision of Organic Waste or Recyclable Materials service for those Service Recipients; provided, the generator shall continue to subscribe with CONTRACTOR for all other franchised Collection Services. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the CITY or its designee, StopWaste. If the CONTRACTOR receives a request for a waiver from a generator, CONTRACTOR shall refer the generator to the CITY. Upon request of the CITY, the CONTRACTOR shall support the CITY in the waiver review process by providing requested customer information to the CITY or its designee, StopWaste. If the CITY or its designee, StopWaste grants a waiver to a generator or if the waiver status of a generator changes during the Term of the Agreement, the CITY shall notify the CONTRACTOR and CONTRACTOR shall update the Service Recipient's information and service level within seven (7) days of receipt of the request.

ARTICLE 4. SERVICE BILLING AND COLLECTION

4.01 CITY'S Responsibility for Billing and Collection.

4.01.1 Minimum SFD Collection Service. The CITY has a mandatory system for SFD Service Units whereby the CITY collects the annual cost of the service on the annual property tax bill. Minimum SFD Collection Service includes:

- SFD Solid Waste Collection Service (32-gallon Cart);
- SFD Recycling Service (64-gallon Cart with option to change to 96- or 32- gallon Cart or add one additional 32-, 64- or 96-gallon);

- SFD Organic Waste Collection Service (64-gallon Cart with option to change to 96- or 32-gallon Cart or add one additional 32-, 64- or 96-gallon Cart);
- Large Item Collection Service;
- Compost give-away event;
- Household Battery Collection Service;
- Used Oil Collection Service; and
- Annual HHW drop-off event.

4.01.2 CITY Payments to CONTRACTOR. CITY will provide two (2) payments to CONTRACTOR for the provision of Minimum SFD Collection Service. The first payment will include Services for the period from July 1 through December 31 of each year and will be made no later than the following January 15. The second payment will include Services for the period from January 1st through June 30 of each year and will be made no later than May 15 of that year. The payment shall be the minimum service rate multiplied by the number of customers assessed on the current tax roll multiplied by 6 (months).

4.01.3 CONTRACTOR'S Responsibility for Billing and Collection.

4.01.3.1 SFD Service Units. Costs of larger (64- or 96-gallon) Solid Waste Carts above the Minimum SFD Collection Service level shall be billed and collected by the CONTRACTOR. In addition, CONTRACTOR shall be responsible for the billing and collection of payments for all SFD Collection Services for those SFD Service Units added through annexation or new construction after the minimum service property tax has been finalized. Such billing shall be provided to customers quarterly in advance but no earlier than the twentieth (20th) day of the month preceding the period for which the service is being billed. CONTRACTOR shall provide CITY with a list in electronic format of those SFD Service Units that have been added to CONTRACTORS customer base since the previous tax assessment by March 31, and again by June 30, of each Agreement Year.

4.01.3.2 MFD, C&D, and Commercial Service Units. The CONTRACTOR shall be responsible for the billing and collection of payments for MFD, C&D, DUSD, and Commercial Collection Services within the Service Area. Such billing shall be provided to the customer monthly in advance, except for C&D and Commercial Collection Services and MFD Bin service, which will be billed in arrears. Notwithstanding the preceding provision, the CONTRACTOR shall not bill for City Collection Services.

4.02 Delinquent Service Accounts. The CONTRACTOR may report to the City Representative, on a regular basis, all Service Recipients who have received Collection Service and whose accounts are over one-hundred twenty (120) days past due. The CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts. However, in no event, except upon notice in writing by the City Representative, shall the CONTRACTOR cease provision of Collection Services to any Service Unit due to non-payment.

4.03 Methods of Payment. CONTRACTOR shall provide the means for customers to pay bills through the following methods: cash, checks, credit cards, internet payment service, or automatic withdrawal from bank account.

4.04 CONTRACTOR'S Payments to CITY. CONTRACTOR shall make payment to the CITY of a franchise fee, administrative fee, and such other fees as may be specified in this Section. Except as otherwise provided in Section 4.04.3, payment to the CITY shall be due, on the fifteenth (15th) day of the month following the month the revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected during the preceding month.

4.04.1 Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Gross revenue shall specifically include revenue received by the CONTRACTOR from any customer, including Federal, State, County, or other local facilities within the Service Area, for the provision of Collection Services by the CONTRACTOR. However, revenue received by the CONTRACTOR from the sale of Recyclable Materials and from related California Redemption Value (CRV) payments shall not be considered as gross revenues for purpose of the calculation of franchise fees. The franchise fee percentage shall be sixteen and thirty-five-hundredths percent (16.35%) with respect to revenue received for Services performed by CONTRACTOR after June 30, 2010 and during the remaining Term of this Agreement unless directed by the CITY.

Notwithstanding the foregoing, for C&D Debris Collection Services provided beginning July 1, 2012 and ending June 30, 2013, the franchise fee percentage shall be thirteen and sixth-tenths percent (13.6%) with respect to revenue received for C&D Debris Collection Services performed by CONTRACTOR. Thereafter, and during the remaining Term of this Agreement, the franchise fee percentage shall be sixteen and thirty-five-hundredths percent (16.35%) with respect to revenue received for C&D Debris Collection Services performed by CONTRACTOR unless adjusted by the CITY.

4.04.2 Administrative Fee. The administrative fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Gross revenue shall specifically include revenue received by the CONTRACTOR from any generator, including Federal, State, County, or other local facilities within the Service Area for the provision of Collection Services by the CONTRACTOR. However, revenue received by the CONTRACTOR from the sale of Recyclable Materials and from related CRY payments shall not be considered as gross revenues for purpose of the calculation of administrative fee. The administrative fee percentage shall be seven percent (7.00%) with respect to revenue received for Services performed by CONTRACTOR after June 30, 2010 and during the remaining Term of this Agreement unless adjusted by the CITY.

Notwithstanding the foregoing, for C&D Debris Collection Services provided beginning July 1, 2012 and ending June 30, 2013, the administrative fee percentage shall be two percent (2.00%). Thereafter, and during the remaining Term of this Agreement, the administrative fee percentage shall be seven percent

(7.00%) with respect to revenue received for C&D Debris Collection Services performed by CONTRACTOR unless adjusted by the CITY.

4.04.3 Community Benefit Payment. For so long as CONTRACTOR shall have the exclusive right to collect C&D Debris in CITY (subject only to the specific exceptions contained in Chapter 5.32.130 of CITY Municipal Code and State and federal law) and for so long as said exclusive rights are enforced by CITY, CONTRACTOR shall pay directly to a CITY-designated third party Custodian ("CUSTODIAN") the sum of $100,000 (one hundred thousand dollars) on an annual basis. Said payments shall be made in quarterly installments of $25,000 (twenty-five thousand dollars) each, and shall be paid regardless of gross revenues collected by CONTRACTOR. Said payments shall not be included as a line item in the annual rate adjustment methodology as outlined in Section 5.05. Quarterly payments shall be due to the CUSTODIAN on the fifteenth (15th) day of March, June, September, and December of each year during which this Section applies.

4.04.4 Other Fees. CITY may set such other fees as it deems necessary.

4.04.5 No acceptance by CITY of any payment shall be construed as an accord that the amount is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by CITY. If, after the audit, such recompilation indicates an underpayment CONTRACTOR shall pay to CITY the amount of the underpayment and shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from CITY that such is the case. If, after audit, such recompilation indicates an overpayment, CITY shall notify the CONTRACTOR in writing of the amount of the overpayment, less costs and expenses incurred in completion with the audit and recompilation. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

ARTICLE 5. COMPENSATION AND RATES

5.01 Collection Service Rates. The CONTRACTOR shall charge Service Recipients the service rates established by CITY under the terms of this Agreement.

5.02 Collection Service Compensation to CONTRACTOR. Collection Service compensation provided for in this Article shall be the full, entire, and complete compensation due to CONTRACTOR pursuant to this Agreement for the provision of Collection Services as set forth herein.

5.03 Collection Service Compensation Elements. Collection Service compensation to the CONTRACTOR shall consist of the following elements; a Collection Compensation Element, a Disposal Compensation Element, a Container Compensation Element, a Fee Compensation Element, a Commercial Recycling Compensation Element, a Recyclable Materials Diversion Compensation Element, an Organic Waste Diversion Compensation Element, a Commercial Food Waste Diversion Compensation Element, a Compost/Mulch Compensation Element, and a Vehicle and Administration Asset Element.

5.04 Compensation to CONTRACTOR. CONTRACTOR'S compensation for the Agreement Year that begins July 1, 2022 shall not be less than $26,362,772 as set forth in Exhibit C2 to this Agreement.

5.05 Annual Compensation Adjustments. Beginning on July 1, 2006, and annually thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Article, be eligible to receive an adjustment, in the Compensation Elements as set forth in this Article and Exhibit C2 to this Agreement.

5.05.1 Adjustments to Collection Compensation Element. The Collection Compensation Element adjustment consists of two (2) factors, the Refuse Rate Index (RRI) factor and the annual growth (AG) factor.

5.05.1.1 Refuse Rate Index (RRI) Factor. Effective as of the adjustment of Service rates for July 1, 2010, the RRI factor shall be the lesser of ten percent (10%) or the sum of the weighted percentage change in the Annual Average of each RRI index number between the second (2nd) preceding calendar year (the "Initial Index Number") and the preceding calendar year (the "Subsequent Index Number"), as contained in the most recent release of the source documents listed in Exhibit C3 ("Compensation Adjustment Model"), which is attached to and included in this Agreement. Therefore, the first RRI factor will be based on the percentage change between the Annual Average of the RRI indices for the year ended December 31, 2004 (the second (2nd) preceding calendar year) and the Annual Average of the RRI indices for the year ended December 31, 2005, (the preceding calendar year). The RRI factor shall be calculated using the Compensation Adjustment Model included in Exhibit C3 If, in any given year, the weighted percentage change is a negative value, the RRI factor shall be set at zero percent (0.00%) for that year. For the purpose of calculating Service rate adjustments, the Initial Index Number shall be the number used as the Subsequent Index Number when the service rate adjustment calculation was made the year before.

5.05.1.2 Annual Growth (AG) Factor. Effective as of the adjustment of Service rates for July 1, 2010, the AG factor for each compensation adjustment shall be the percentage change in the beginning Calculated Revenue and the ending Calculated Revenue. If, in any given year, the percentage change is a negative value, the AG factor shall be set at zero percent (0.00%) for that year.

5.05.1.3 Initial Calculation. Calculated Revenue shall be the sum of the product of the Collection Service event census data multiplied by the appropriate Service rate. For purposes of determining the AG factor for the initial compensation adjustment of July 1, 2006, beginning Calculated Revenue shall be calculated using the Collection Service census data as shown on Exhibit C3 and rates as of July 1, 2005 and ending Calculated Revenue shall be calculated

using the Collection Service census data as of December 31, 2005 and the rates as of July I, 2005.

5.05.1.4 Subsequent Calculations. Calculated Revenue shall be the sum of the product of the Collection Service census data multiplied by the appropriate Service rate. For the purpose of determining the AG factor for all subsequent compensation adjustments, beginning Calculated Revenue shall be calculated using the Collection Service census data as of the second (2nd) preceding January 1 and rates as of the preceding July 1, and ending Calculated Revenue shall be calculated using the Collection Service census data as of the preceding December 31 and the rates as of the preceding July 1. Therefore, to determine the AG factor for the July 1, 2007 compensation adjustment, beginning Calculated Revenue shall be calculatedusing the Collection Service census data as of January 1, 2006 and rates as of July 1, 2006 and ending Calculated Revenue shall be calculated using the Collection Service census data as of December 31, 2006 and the rates as of July 1, 2006.

For the purpose of determining the AG factor for the July 1, 2011 compensation adjustment, and annually thereafter, the Service rates shall also include the imputed rates for multi-family and commercial Recycling Bins, which imputed rates shall be the same as the actual rates for the most comparable Solid Waste Collection Service for such customers (by size of Container and frequency of service), and the Collection Service census data shall include census data for multi-family and commercial Recycling Bins.

5.05.1.5 Collection Compensation Element Adjustment. The annual Collection Compensation Element adjustment shall be calculated by multiplying the sum of the Collection Compensation Element minus the Officer Compensation amount as shown in Exhibit C2 times one (1) plus the AG Factor, and multiplying the result (the Collection Compensation Element adjusted for growth) times one (1) plus the RRI factor, and adding the Officer Compensation amount as shown in Exhibit C3.

5.05.2 Adjustments to Disposal Compensation Element. The Disposal Compensation Element adjustment consists of two (2) factors; the approved tip fee (ATF) factor and annual tonnage (AT) factor.

5.05.2.1 Approved Tip Fee Factor. The ATF factor shall be the percentage change in the approved tip fee of the Disposal CONTRACTOR in effect during the first (1st) month of the then current Agreement Year and the approved tip fee to be effective on the first (1st) day of the subsequent Agreement Year. Therefore, the first (1st) ATF factor will be the percentage change in the approved tip fee as of July 1, 2005 and the approved tip fee as of July 1, 2006.

5.05.2.2 Annual Tonnage Factor. The AT factor shall be the percentage change in the Prior Calculated Tonnage and the Current Calculated Tonnage. For purposes of the initial compensation adjustment of July 1, 2006, the Prior Calculated Tonnage shall be the tonnage figure submitted by the CONTRACTOR as set forth in Exhibit C2 to this Agreement. The Current Calculated Tonnage shall be the actual tonnage Disposed by the CONTRACTOR at the Disposal Facility for the first six (6) months of the Agreement Year divided by six (6) and multiplied by twelve (12).

5.05.2.3 For all subsequent compensation adjustments, the Prior Calculated Tonnage shall be the prior Current Calculated Tonnage. The Current Calculated Tonnage shall be the actual tonnage disposed by the CONTRACTOR at the Disposal Facility for the preceding twelve months ended December 31. Therefore, the AG factor for the July 1, 2007 compensation adjustment will be the percentage change between the prior Current Calculated Tonnage and the actual tonnage Disposed by the CONTRACTOR at the Disposal Facility for the preceding twelve months ended December 31, 2006 (the Current Calculated Tonnage).

5.05.3 Disposal Compensation Element Adjustment. The annual Disposal Compensation Element adjustment shall be calculated by multiplying the Disposal Compensation Element times (one (1) plus the AT factor) and multiplying the result, (the Disposal Compensation Element adjusted for growth), times (one (1) plus the ATF factor) as shown in Exhibit C3.

5.05.4 Adjustments to Container Compensation Element. The Container Compensation Element represents the amortized cost of Carts and Bins over the life of the Collection Service Agreement and shall not be adjusted except to account for customer growth through the use of the AG factor as set forth in Section 5.05.1.2 above.

5.05.5 Container Compensation Element Adjustment. The annual Container Compensation Element adjustment shall be calculated by multiplying the Container Compensation Element times one (1) plus the AG factor as shown in Exhibit C3.

5.05.6 Fee Compensation Element Adjustment. The Fee Compensation Element shall always be equal to the sum of the Collection Compensation Element, Disposal Compensation Element, and Container Compensation Element (the "base compensation") divided by [1 minus the sum of the then current fee percentages] minus the base compensation. The Fee Compensation Element shall be adjusted annually at such time as the Collection Compensation Element is adjusted or at such time as CITY adjusts the franchise fee or administrative fee percentages or adds a new fee.

5.05.7 Adjustments to Commercial Recycling Compensation Element. The Commercial Recycling Compensation Element consists of two (2) factors: the Refuse Rate Adjustment (RRI) factor and the annual tonnage growth (ATG) factor. The RRI factor shall be determined in the manner described in Section 5.05.1.1.

5.05.7.1 Annual Tonnage Growth Factor. Effective as of the adjustment of Service rates for July 1, 2010, the ATG factor for each compensation adjustment shall be the percentage change in commercial Recycling tonnage between the second (2nd) preceding calendar year and the preceding calendar year, as determined by adding the Collection data for MFD and Commercial Recycling Service contained in the monthly Recycling data reports described in Section 18.04.2 and Exhibit D. By way of illustration, the Calendar Year 2007 reported commercial Recycling tonnage is 1,831.62, and the Calendar Year 2006 reported commercial Recycling tonnage is 1,454.34. Therefore, the ATG factor used for the Agreement Year 2008-2009 adjustment to the Commercial Recycling Element is as follows: (1831.62 - 1454.34) / 1454.34 = 0.2594. If in any given year the percentage change is a negative value, the ATG factor shall be set at zero percent (0.00%) for that year.

5.05.7.2 Commercial Recycling Compensation Element Adjustment. The annual Commercial Recycling Compensation Element adjustment shall be calculated by multiplying the Commercial Recycling Compensation Element times one (1) plus the sum of the RRI factor and the ATG factor. For example, if the Commercial Recycling Compensation Element is $100,000, the RRI factor is .045 and the ATG factor is .12, the Commercial Recycling Compensation Element adjustment would be calculated using the following formula: 100,000 (1 + .045 + .12) = $116,500.

5.05.7.3 Commercial Recycling Compensation Element. For the Agreement Year beginning July 1, 2020, the Commercial Recycling Compensation Element shall be $639,330 (the "Initial Element") minus $607,266 (the "Reduction Amount"). The Commercial Recycling Compensation Element for each subsequent Agreement Year shall be calculated with reference to the Initial Element as adjusted each Agreement Year in accordance with Section 5.05.7.2, minus the Reduction Amount.

5.05.8 Adjustments to Recyclable Materials Diversion Compensation Element. Beginning with the compensation adjustment for July 1, 2021, the CITY shall calculate the Recyclable Materials Diversion Compensation Element annually by multiplying (a) the actual tonnage of Recyclable Materials delivered by CONTRACTOR to the Tracy Materials Recovery and Solid Waste Transfer, Inc. (or other MRF used for Processing of Recyclable Materials) in the prior calendar year (January 1 - December 31) by (b) the anticipated per-ton tip fee to be charged by such MRF during the subsequent Agreement Year.

5.05.9 Adjustments to Organic Waste Diversion Compensation Element. Beginning with the compensation adjustment for July 1, 2021, the CITY shall calculate the Organic Waste Diversion Compensation Element annually by multiplying (a) the actual tonnage of Organic Waste (excluding Commercial Food Waste) delivered by CONTRACTOR to the Organic Waste Processing Facility in the prior calendar year (January 1 - December 31) by (b) the sum of the anticipated per-ton tip fee to be

charged by the Organic Waste Processing Facility during the subsequent Agreement Year, plus the expected per-ton haul rate, plus the expected per-ton grinding rate.

5.05.9.1 Expected Per-Ton Haul Rate. The expected per-ton haul rate shall equal the per-ton haul rate for the prior calendar year (January 1 – December 31) times one (1) plus the RRI factor, and the haul expenses will be subject to an operating ratio of 90%.

5.05.9.2 Expected Per-Ton Grinding Rate. The expected per-ton grinding rate shall equal the per-ton grinding rate for the prior calendar year (January 1 – December 31) times one (1) plus the RRI factor, and the grinding expenses will be subject to an operating ratio of 90%.

5.05.9.3 Per-Ton Tip Fee. The per-ton tip fees charged by the Organic Waste Processing Facility shall in all cases constitute a pass-through cost.

5.05.10 Adjustments to Commercial Food Waste Diversion Compensation Element. Beginning with the compensation adjustment for July 1, 2022, the CITY shall calculate the Commercial Food Waste Diversion Compensation Element annually by (a) multiplying (i) the actual tonnage of Commercial Food Waste delivered by CONTRACTOR to the Organic Waste Processing Facility in the prior calendar year (January 1 - December 31) by (ii) the sum of the anticipated per-ton tip fee (including material contamination surcharges) to be charged by the Organic Waste Processing Facility during the subsequent Agreement Year, plus the expected per ton haul rate, and (b) adding or subtracting, respectively, the amount, if any, by which CONTRACTOR'S actual cost of Diverting Commercial Food Waste during the preceding Agreement Year exceeded or fell short of the Commercial Food Waste Diversion Compensation Element calculated for such Agreement Year to the extent that such excess or shortfall is due to the actual per-ton tip fees charged by the Organic Waste Processing Facility (which may be higher or lower than anticipated based on the quality of the Commercial Food waste delivered to such Facility).

5.05.10.1 Expected Per-Ton Haul Rate. The expected per-ton haul rate shall equal the per-ton haul rate for the prior calendar year (January 1 – December 31) times one (1) plus the RRI factor, and the haul expenses will be subject to an operating ratio of 90%.

5.05.10.2 Per-Ton Tip Fee. The per-ton tip fees charged by the Organic Waste Processing Facility shall in all cases constitute a pass-through cost.

5.05.11 Adjustments to Compost/Mulch Compensation Element. Not later than March 31 of each year, the CITY will determine the quantity of Mulch and/or Compost it wants the CONTRACTOR to obtain for the next Agreement Year, the CONTRACTOR will collect bids for the cost and delivery of such quantity of Mulch and/or Compost, and the results of such bids, using the lowest total cost for such quantity by a single bidder, will constitute the Compost/Mulch Compensation Element for the next Agreement Year.

5.06 Financial Information. On or before March 1, 2006, CONTRACTOR shall deliver to CITY financial information for the specific Services performed under this Agreement for the preceding fiscal period ended December 31, 2005. On or before March 1, 2007 and annually thereafter during

the Term of this Agreement, CONTRACTOR shall deliver to CITY financial information for the specific Services performed under this Agreement for the preceding calendar year. Such financial information shall be in the format as set forth in Exhibit C3, or as may be further revised by CITY from time to time.

5.07 Collection Service Census Data. On or before August 20, 2005 and monthly thereafter during the Term of this Agreement, CONTRACTOR shall deliver to CITY, Collection Service census data for all Service Units.

5.07.1 Census data for SFD Service Units shall consist of the number of SFD ServiceUnits receiving SFD Collection Service above the Minimum SFD Collection Service billed by the CITY. The census data shall be segregated by type of service and as appropriate, Container size, number of Containers, and frequency of Collection.

5.07.2 Census data for MFD, Commercial, C&D, DUSD, and City Service Units shall consist of the number of Service Units receiving MFD, Commercial, C&D, DUSD or City Collection Service during the preceding month. The census data shall be segregated by type of service and as appropriate, Container size, number of Containers, and frequency of Collection.

5.08 CONTRACTOR shall deliver to CITY a listing of the actual tonnage Disposed by the CONTRACTOR at the Disposal Facility for the preceding month sorted between SFD, MFD Commercial and City Service Units and between Roll-Off Containers and all other Containers to the extent practical.

5.09 Rounding. Annual adjustments shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

5.10 Extraordinary Circumstances. If CONTRACTOR fails to submit the financial, customer base, or tonnage data in the required format and time due, it is agreed that CONTRACTOR shall be deemed to have waived the next scheduled Collection Compensation Element adjustment.

5.10.1 However, if CONTRACTOR'S failure to submit the data required under this Article is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the City Representative, CITY, at its sole discretion, may consider the request for the annual Collection Compensation Element adjustment.

5.11 Extraordinary Adjustment

5.11.1 CONTRACTOR may petition the CITY in writing at any time for an additional compensation adjustment on the basis of extraordinary and unusual changes in the costs of operations or programs that satisfy all of the following conditions: (i) materially alters CONTRACTOR'S operations or overall costs; (ii) could not reasonably have been foreseen by a prudent operator; (iii) which, by all reasonable expectations will continue for a period of at least six (6) months; and (iv) is not addressed pursuant to Article 27. CONTRACTOR'S request shall contain substantial proof and justification to support the need for the compensation adjustment. The CITY may request from the CONTRACTOR such further information as it deems necessary to fully evaluate the request and make its

determination. The CITY shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within sixty (60) calendar days of receipt of the written request and all other additional information requested by the CITY.

5.11.2 No Extraordinary Adjustment shall occur or additional compensation be provided due to the CONTRACTOR'S use of any facility or service provider other than as set forth in Article 1, Exhibits F, and Exhibit G of this Agreement. Nor shall a variation from the CONTRACTOR'S estimate for equipment and personnel required, or the tonnages of Solid Waste, Recyclable Materials or Organic Waste be Collected, Processed or Disposed provide a basis for an increase in compensation through an Extraordinary Adjustment or otherwise, except as specifically provided for by the Annual Compensation Adjustment Process set forth in Section 5.05.

5.12 Calculation of Service Rates. CITY shall calculate, set, and maintain service rates at a level, based on the revenue forecasted to be received by CONTRACTOR from charging such rates that can reasonably be expected to provide compensation to the CONTRACTOR as calculated in Section 5.05 above. However, the calculation of forecasted revenue shall not include forecasts for multi-family or Commercial Recycling Services, or for Services provided to CITY.

5.13 Initial Calculation. In preparing the initial service rate calculations, CITY shall use the event census data shown on Exhibit C3. As part of the rate calculation process, CITY shall provide the rate calculations and assumptions to the CONTRACTOR for their review. However, the final decision of the rate structure rests solely with the CITY.

5.13.1 Subsequent Calculations. In preparing subsequent service rate calculations, CITY shall use either the census data as of the preceding December 31 or the most recent census data available as of any date after such December 31. As part of the rate calculation process, CITY shall provide the rate calculations and assumptions to the CONTRACTOR for their review. However, authority to prepare and determine rate structures shall be at the sole discretion of the CITY.

5.14 Compensation Variances. CONTRACTOR shall retain any compensation in excess of that calculated in Section 5.05 above and shall not be entitled to any additional revenues if compensation is less than calculated in Section 5.05 above.

5.15 DUSD Service Rates. The rates established for DUSD Solid Waste Collection Services shall be capped at fifty percent (50%) of the regular rate for Commercial Solid Waste Collection Service for each corresponding service level. Additionally, DUSD Organics Collection Service shall be provided to DUSD Service Units at no cost. Notwithstanding the established rates changed to DUSD Service Units for DUSD Solid Waste Collection Services, the calculation of the AG Factor as outlined in Section 5.05.1 shall be made using one-hundred percent (100%) of the regular Commercial Solid Waste Collection Service rate multiplied by the appropriate census data, and the rate used for AG Factor revenue calculation for DUSD Organics Collection Services shall be seventy-five (75%) of the regular Commercial Solid Waste Collection Service rate. For the purposes of forecasting the revenue generated for DUSD Solid Waste Collection Services, the rate used shall be fifty percent (50%) of the regular Commercial Solid Waste Collection Service rate, and no rate shall be used for forecasting revenue for DUSD Organics Collection Service. Beginning with the rate adjustment on July 1, 2013, and annually thereafter, CONTRACTOR agrees that the required Collection Service Compensation shall be reduced by forty-eight

thousand seven-hundred and eighty-five dollars ($48,875), offsetting the cost of DUSD Solid Waste Collection Services.

5.16 Commercial Organics Service Rates. The rates established for Commercial Organics Collection Service shall be capped at fifty percent (50%) of the regular Commercial Solid Waste Collection Service rate for each corresponding service level. Notwithstanding the established rates charged for Commercial Organics Collection Services, the calculation of the AG Factor as outlined in Section 5.05.1 shall be made using seventy-five percent (75%) of the regular Commercial Solid Waste Collection Service rate multiplied by the appropriate census data. For Agreement Year 8, beginning July 1, 2012, a flat rate of $75,000 shall be added to the rate model as a cost recovery mechanism for Commercial Organics Collection Service, which $75,000 shall be removed from subsequent rate calculations. For the purposes of forecasting the revenue generated for Commercial Organics Collection Services, the rate used shall be fifty percent (50%) of the regular Commercial Solid Waste Collection Service rate.

5.17 C&D Collection Service Rates. The initial rates for C&D Collection Service shall be established by CITY as set forth by City of Dublin Resolution 136-12 attached hereto as Exhibit 12 to this Agreement. The rates for C&D Collection Service shall be adjusted at the same times and by the same percentages as the rates for Commercial Solid Waste Collection Service are adjusted except for extraordinary adjustments in which case, the CITY may direct the adjustment of rates for a particular class of customers based on the conditions giving rise to the extraordinary adjustment.

5.18 Vehicle and Administration Asset Element. For the Agreement Year beginning July 1, 2020, the Vehicle and Administration Asset Element (the "Baseline Vehicle and Administration Asset Element") shall be $1,595,575, which includes depreciation, interest expense, and operating ratio on the assets acquired before June 30, 2020 and estimated expenses associated with assets to be acquired as set forth in Exhibit 13 to this Agreement. The portion of this Element reflected on Exhibit 13 includes (a) depreciation of the estimated purchase price of new vehicles acquired in equal annual amounts over the remaining Term of this Agreement, (b) estimated interest expense over the periods for which an interest expense is scheduled, and (c) operating ratio on the purchase price and interest for the periods for which they are included. During the first and every subsequent compensation review under Section 27.07, the CITY will review CONTRACTOR'S expenses associated with the actual asset acquisitions included in Exhibit 13 and make corresponding adjustments in Rates to reflect those actual expenses in accordance with the new Exhibit referred to in Section 27.07 below (as further adjusted under this Section 5.18 and Section 5.18.1 below).

5.18.1 Adjustments to Vehicle and Administration Asset Element. From the Agreement Year that begins on July 1, 2021 until the Agreement Year that begins on July 1, 2029, CONTRACTOR may request, no more than once per Agreement Year, that the CITY consider the addition of vehicle or administration assets to the Baseline Vehicle and Administration Asset Element. In conjunction with such requests, CONTRACTOR shall provide (a) a narrative justification for the ratepayer-funded acquisition, including whether or not the acquisition replaces an existing asset; (b) a proposed estimated or actual cost of the acquisition (including interest or other financing costs); and (c) a proposed schedule for amortization of the asset in the Baseline Vehicle and Administration Asset Element. If an asset is replaced,

any remaining amortization or depreciation associated with the replaced asset shall be removed from the Baseline Vehicle and Administration Asset Element. Unless the CITY accepts CONTRACTOR'S request as proposed, the PARTIES shall meet and confer to attempt to reach agreement on the need for the asset, the costs of the acquisition, and the amortization schedule. The PARTIES shall consider and analyze the useful life of the asset in relationship to the remaining Term and how to address depreciation of any assets that will have a useful life that extends beyond the remaining Term. In the event that the PARTIES fail to reach agreement on the need for the asset, the costs of its acquisition, or the amortization schedule during the meet and confer process, CONTRACTOR may elect to either withdraw all or any portion of the request or allow the City Manager to make the final determination.

ARTICLE 6. DIVERSION REQUIREMENTS

6.01 Minimum Requirements. CONTRACTOR shall perform Services under this Agreement in a manner which supports the CITY'S environmental goals, and at all times complies with and supports the Alameda County Mandatory Recycling Ordinance and SB 1383. This includes, but is not limited to, providing Services, education, and outreach to customers and in the community which promote source reduction, reuse, Recycling, Composting, and other methods to reduce landfill Disposal. CONTRACTOR is expected to suggest opportunities for customers to reduce their Solid Waste subscription levels and increase landfill Diversion through reducing, Recycling or Composting their materials.

CONTRACTOR shall use commercially reasonable efforts to achieve the following minimum annual Diversion rates:

By Agreement year beginning July 1, 2022:

- Materials Collected from single-family, multi-family, and Commercial customers: fifty percent (50%) Diversion.

By Agreement year beginning July 1, 2023:

- Materials Collected from single-family, multi-family, and Commercial customers: sixty percent (60%) Diversion.

By Agreement year beginning July 1, 2024:

- Materials Collected from single-family, multi-family, and Commercial customers: sixty five percent (65%) Diversion.

By the Agreement Year beginning July 1, 2025:

- Materials Collected from single-family, multi-family, and Commercial customers: seventy-five percent (75%) Diversion; and
- C&D Debris Collected: ninety percent (90%) of Portland cement concrete and asphalt concrete, taking into account only C&D projects where CONTRACTOR Collects all materials; and
- At least seventy-five percent (75%) of the remaining C&D (except as otherwise provided in the CITY Municipal Code), taking into account only C&D projects where CONTRACTOR Collects all

materials.

The PARTIES shall meet annually within sixty (60) days of the due date for the annual report to discuss CONTRACTOR'S progress toward meeting the minimum annual Diversion rates for each Agreement Year listed above. CITY may also consider the activities of third parties where data for such activities is available, including but not limited to Edible Food Recovery Organizations and large volume back- or self-haulers, when evaluating CONTRACTOR'S progress towards meeting annual Diversion rates for each Agreement Year listed above. If necessary to ensure adequate progress, CITY may establish reasonable interim Diversion rate objectives.

6.02 Failure To Meet Minimum Requirements. CONTRACTOR'S failure to meet the minimum Diversion rates set forth in Section 6.01 above due to CONTRACTOR'S failure to use commercially reasonable efforts to achieve such rates may result in the termination of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the CITY will consider the good faith efforts put forth by the CONTRACTOR to meet the minimum Diversion rates. This consideration will include the methods and level of effort of the CONTRACTOR to fully implement the public education and Diversion plans attached to and included in this Agreement as Exhibits 8 and 9, respectively. The CONTRACTOR shall be held to the standards of an effective, professional, and prudently designed and operated Diversion and public educational program within a similar municipal jurisdiction.

ARTICLE 7. SERVICE UNITS

7.01 Service Units. Service Units shall include all the following categories of premises, which are in the Service Area as of July 1, 2012, and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement during Term of this Agreement:

- SFD Service Units
- MFD Service Units
- Commercial Service Units
- Commercial Organic Service Units
- City Service Units
- C&D Service Units
- DUSD Service Units

Any question as to whether a premises falls within one of these categories shall be determined by the City Representative and the determination of the City Representative shall be final.

7.02 Service Unit Changes. The CITY and CONTRACTOR acknowledge that during the Term of this Agreement it may be necessary or desirable to add or remove Service Units for which CONTRACTOR will provide Collection Services, including through the provision of waivers to Service Units as described in Section 3.20, provided that this is done in accordance with SB 1383 and the CITY Municipal Code.

7.02.1 Additions and Deletions. CONTRACTOR shall provide Services described in this Agreement to new Service Units within five (5) Work Days of receipt of notice from the CITY ornew Service Unit to begin such service.

7.03 Annexation. If during the life of the Agreement, additional territory is acquired by the CITY through annexation, CONTRACTOR agrees to provide Collection Services in such annexed area in accordance with the provisions and service rates set forth in this Agreement. Such Collection Services shall begin within five (5) Work Days of receipt of written notice from the CITY. CONTRACTOR shall not begin Collection Service without written authorization from the CITY.

7.04 Route Map Update. CONTRACTOR shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and shall provide such revised maps to the City Representative as requested.

ARTICLE 8. SFD COLLECTION SERVICES

8.01 SFD Collection Services. CONTRACTOR shall provide SFD Collection Service to all SFD Service Units in the Service Area in accordance with the terms and conditions of this Article and Exhibit B1. SFD Organic Collection Service shall be provided to all SFD Service Units in the Service Area no later than May 1, 2023.

8.02 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide on-premises Collection of Solid Waste, Recyclable Materials, and Residential Organic Waste to a SFD Service Unit if all adult Service Recipients residing therein have disabilities that prevent them from setting their Garbage, Recycling or Organic Waste Cart at the curb for Collection and if a request for on-premises service has been made to, and approved by, the City Representative in the manner required by CITY. The City Representative shall notify the CONTRACTOR in writing of any SFD Service Units requiring on-premises service, along with the date such service is to begin. No additional monies shall be due to the CONTRACTOR for the provision of on-premises service.

8.03 Non-Collection. Except as set forth in Sections 8.05 and 8.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclable Material, or Organic Waste that is not properly placed in a Cart. In the event of improper set-out or identification of Prohibited Container Contaminants, CONTRACTOR shall respond in accordance with Section 16.08.

8.04 Overages. In the event the Recycling Cart is full, corrugated cardboard that is of a size to fit in an empty Recycling Cart may be placed beside the Recycling Cart for Collection. CONTRACTOR shall handle chronic overflow issues in the same manner described in Section 9.01.3.

8.05 Curbside Holiday Tree Collection. CONTRACTOR shall Collect holiday trees from all SFD Service Units in accordance with Exhibit B1 to supplement, but not replace, the collection program offered by the Boy Scouts in the CITY.

8.06 Large Item Collection Service. The CONTRACTOR shall provide Large Item Collection Service for SFD Service Units in accordance with Exhibit B1.

8.07 Used Oil Collection Service. The CONTRACTOR shall provide Used Oil Collection Service to SFD Service Units in accordance with Exhibit B1.

8.08 Quarterly Textile Collection. CONTRACTOR shall collect Textiles from SFD Service Units on a quarterly basis, in accordance with Exhibit B1.

8.09 Household Battery Collection. CONTRACTOR shall collect Household Batteries from SFD Service Units, in accordance with Exhibit B1.

ARTICLE 9. MFD COLLECTION SERVICES

9.01 MFD Collection Services. The CONTRACTOR shall provide MFD Solid Waste Collection Service, MFD Recycling Service, and MFD Organic Waste Service to all MFD Service Units in the Service Area, in accordance with this Section and Exhibit B2. MFD Organics Service and MFD Recycling Service shall be provided to all MFD Service Units in the Service Area no later than May 1, 2023.

9.01.1 Accessibility. CONTRACTOR shall Collect all Solid Waste, Organic Waste, and Recyclable Materials Bins or Carts that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of MFD Collection Services; provided, however, such services must be capable of being performed by a single individual. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

9.01.1.1 In the event that the "push service" for Cart or Bins is not capable of being performed safely by a single individual, CONTRACTOR may refuse to provide the "push service" until the MFD Service Unit reconfigures its waste amongst its current Containers and/or subscribes to additional service. The CONTRACTOR shall notify the City Representative daily, either by Fax or e-mail, of all situations that prevent or hinder Collection from any MFD Service Unit.

9.01.2 Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Organic Waste, or Recyclable Materials that are not placed in a Container unless such Solid Waste, Organic Waste, or Recyclable Material is outside the Bin or Cart as a result of overflow. In the event of improper set-out or identification of Prohibited Container Contaminants, CONTRACTOR shall respond in accordance with Section 16.08.

9.01.3 Overflow. In the case of repeated overflows of Solid Waste, Organic Waste, or Recyclable Material, CONTRACTOR shall contact the MFD Service Unit management to arrange for an appropriate change in Bin or Cart size, Collection frequency or both. In the event. CONTRACTOR cannot successfully contact the MFD Service Unit management after three (3) attempts, or cannot reach an agreement with such management regarding the change in service, CONTRACTOR shall advise the City Representative, either by Fax or e-mail, of the details of the overages, and the attempts at communication with the MFD Service Unit management. The City Representative shall respond to CONTRACTOR' s report and make a final written determination of service level updates needed to address the overflow, comply with Applicable Law, or other such reason designated by the City Representative. City Representative may, but

is not obligated to, conduct further review and inspection to verify the MFD Service Unit's conditions. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the Collection Service in accordance with such written determination.

9.02 Large Item Collection Service. The CONTRACTOR shall provide Large Item Collection Service to all MFD Service Units in accordance with Exhibit B2 and Exhibit H.

9.03 Used Oil and Filter Collection Service. The CONTRACTOR shall provide Used Oil and Filter Collection Service to all participating MFD Service Units in accordance with Exhibit B2.

9.04 Quarterly Textile Collection. CONTRACTOR shall Collect Textiles on a quarterly basis from MFD Service Units, in accordance with Exhibit B2.

9.05 Monthly Household Battery Collection. CONTRACTOR shall collect Household Batteries placed in the CONTRACTOR provided Household Battery Collection boxes on an on-call basis no less frequently than one (1) time per month from MFD Service Units, in accordance with Exhibit B2.

ARTICLE 10. COMMERCIAL COLLECTION SERVICES

10.01 Commercial Collection Services. The CONTRACTOR shall provide Commercial Collection Service to all Commercial Service Units in the Service Area in accordance with this Section and Exhibit B3. Commercial Organic Collection Service and Commercial Recycling Service shall be provided to all Commercial Service Units in the Service Area no later than May 1, 2023.

10.01.1 Service Level. Each service shall be provided at the frequency and service levels specified in Exhibit B3. The City Representative retains the right to require a specific service level to address service issues for certain Commercial Service Recipients, such as: overflow, compliance with Applicable Law, or other such reason designated by the City Representative. City Representative or their designee, such as StopWaste, may, but is not obligated to, conduct further review and inspection to verify the Commercial Service Recipient's conditions. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the Collection service frequency and/or Container size in accordance with such written determination

10.01.2 Accessibility. CONTRACTOR shall Collect all Bins and Carts that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Collection Services; provided, however, such services must be capable of being performed by a single individual. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

10.01.2.1 In the event that the "push service" for Cart or Bins is not capable of being performed safely by a single individual, CONTRACTOR may refuse to provide the "push service" until the Commercial Service Unit reconfigures its waste amongst its current Containers and/or subscribes to additional service. The CONTRACTOR shall notify the

City Representative daily, either by Fax or e-mail, of all situations that prevent or hinder Collection from any Commercial Service Unit.

10.01.3 Non-Collection. CONTRACTOR shall not be required to Collect any Solid Waste, Recyclable Materials, or Commercial Organic Waste that are not placed in a Container unless such Solid Waste, Organic Waste, or Recyclable Material is outside the Container as a result of overflow. In the event of improper set-out or identification of Prohibited Container Contaminants, CONTRACTOR shall respond in accordance with Section 16.08.

10.01.4 Overflow. In the case of repeated overflows of Solid Waste or Recyclable Material CONTRACTOR shall contact the Commercial Service Unit management to arrange for an appropriate change in Bin or Cart size, Collection frequency or both. In the event. CONTRACTOR cannot successfully contact the Commercial Service Unit management after three (3) attempts, or cannot reach an agreement with such management regarding the change in service, CONTRACTOR shall advise the City Representative, either by Fax or e-mail, of the details of the overages, and the attempts at communication with the Commercial Service Unit management. The City Representative shall respond to CONTRACTOR'S report and make a final written determination of service level updates needed to address the overflow, comply with Applicable Law, or other such reason designated by the City Representative. City Representative or their designee, such as StopWaste, may, but is not obligated to, conduct further review and inspection to verify the Commercial Service Recipient's conditions. Within five (5) Work Days of receipt of the City Representative's written determination, CONTRACTOR shall change the Collection Service in accordance with such written determination.

10.02 Commercial Waste Audits. CONTRACTOR'S full-time Recycling Coordinator shall develop an annual Commercial Waste audit plan and submit the plan to the CITY for review no later than July 1, annually. The plan, as approved by the CITY, shall include information indicating each Commercial Service Unit's Recycling potential and the savings probable from increasing Recycling. Upon approval by the CITY, the annual plan shall be implemented by the CONTRACTOR. At a minimum the plan shall include the audit of at least two (2) and as many as five (5) Commercial Service Units per day depending on the needs of the commercial community, averaging a minimum of forty-four (44) per month. The audits shall be designed to analyze the amount of Prohibited Container Contaminants being deposited in each Container type in order to develop an effective strategy for reducing the amount of Prohibited Container Contaminants and the amount of Organic Waste and Recyclable Materials and Organic Waste Disposed.

10.02.1 Commercial Waste Audit Form. The CONTRACTOR shall develop a Commercial Waste Audit form and submit it to the CITY for approval. The form shall indicate the results of each Commercial Waste Audit performed. The Commercial Waste Audit form shall include, but not be limited to, the name of the Service Recipient, date of the Commercial Waste Audit, Person conducting the Commercial Waste Audit, an estimate of the weight of Recyclable Materials and Commercial Organic Waste Disposed of in Solid Waste Bins and Containers , and the probable savings a Service Recipient would realize by both increasing the use of the Commercial Recycling Service and the Commercial Organic Collection Service and decreasing the use of the Commercial Solid Waste Collection Service. Upon completion of

each Commercial Waste Audit, a copy thereof shall be submitted to the corresponding Service Recipient. The CONTRACTOR shall retain a copy of each Commercial Waste Audit so performed throughout the Term of the Agreement.

ARTICLE 11. CITY COLLECTION SERVICES

11.01 City Collection Services. CONTRACTOR shall provide CITY with City Collection Service, and Roll-Off Container Service to all City Service Units in the Service Area at no additional cost to CITY, in accordance with Exhibit B4. City Organics Collection Service and City Recycling Service shall be provided to all City Service Units in the Service Area within six (6) months of the Effective Date of the Agreement.

11.01.1 Accessibility. CONTRACTOR shall Collect all Bins and Carts that are readily accessible to the CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of City Collection Services, provided that CONTRACTOR shall not be required to push Bins or Carts more than six (6) feet from their storage location. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage locationfor Collection and returning the Bins or Carts to their storage location.

11.01.1.1 The CONTRACTOR may notify the City Representative daily, either by Fax or e-mail, of all situations that prevent or hinder Collection from any City Service Unit.

11.02 Roll-Off Container Service. CONTRACTOR shall provide Roll-Off Container Service to the CITY in accordance with Exhibit B4.

11.03 Neighborhood Clean-Up Services. CONTRACTOR shall provide Neighborhood Clean-Up Services in accordance with Exhibit B4.

11.04 Collection of CITY Containers. CONTRACTOR shall provide Collection, Transporting and Disposal or Processing service to those public Containers specified in Exhibit B4.

11.05 CITY Sponsored Events. CONTRACTOR shall provide Solid Waste, Recyclable Materials, and Organic Waste Collection Service, and portable restroom service for CITY sponsored events in accordance with Exhibits B4 and B5.

11.06 HHW Drop-Off Events. CITY shall determine a reasonable date for the annual drop-off event to accept HHW from residents of the CITY in accordance with Exhibit B4. CONTRACTOR shall be responsible for promoting managing, staffing, and operating of the annual drop-off event In the event that the CONTRACTOR is unable to host the annual drop-off event in a given year, CONTRACTOR shall host two events in the following year at no additional cost to the CITY.

11.07 Abandoned Waste. CONTRACTOR shall monitor and provide Collection Service for Solid Waste, Recyclable Material, C&D, and/or Organic Waste that has been abandoned in the CITY, in accordance with Exhibit B4.

ARTICLE 12. COLLECTION ROUTES

12.01 Collection Routes. Ninety (90) days prior to commencement of Collection Services, the CONTRACTOR shall provide the CITY with maps precisely defining Collection routes, together with the days and the times at which Collection shall regularly commence. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY.

12.02 Subsequent Collection Route Changes. The CONTRACTOR shall submit to the CITY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by the CITY. The CONTRACTOR shall not implement any route changes without the prior review of the City Representative. If the route change will change the Collection day for a Service Recipient, the CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

12.02.1 Collection Route Audits. The CITY reserves the right to conduct audits of CONTRACTOR'S Collection routes. The CONTRACTOR shall cooperate with the CITY in connection therewith, including permitting CITY employees or agents, designated by the City Representative, to ride in the Collection vehicles in order to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits, or worker compensation claims of any Person designated by the City Representative to conduct such audits.

ARTICLE 13. INTENTIONALLY BLANK.

Reserved.

ARTICLE 14. COLLECTION EQUIPMENT

14.01 Equipment Specifications.

14.01.1 General Provisions. All equipment used by CONTRACTOR in the performanceof Services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing, or falling from the vehicles. All trucks and Containers shall be watertight and shall be operated so that liquids do not spill during Collection or in transit.

14.01.2 All Collection Service vehicles utilized by CONTRACTOR pursuant to this Agreement shall provide fully-automated Collection Service except where such service is not feasible because of topographic or other physical factors. Where fully-automated Collection Service is not feasible, CONTRACTOR shall consult with the City Representative regarding the Collection Service equipment to be utilized.

14.01.3 Alternate Fuel Vehicles. CONTRACTOR'S fuel-based Collection Service vehicles shall utilize Compressed Natural Gas, Clean Diesel, or SB 1383-Qualified

Renewable Natural Gas (RNG) as a fuel. During the Term of this Agreement, to the extent required by law, CONTRACTOR shall convert and/or retrofit its Collection Service vehicles to be in full compliance with local, State, and federal clean air requirements that are adopted during the Term.

The Parties acknowledge the requirements of the Advanced Clean Fleet Rule adopted by the California Air Resources Board in 2023 that requires all heavy duty fleets in California to transition to a zero emissions standard. CONTRACTOR shall have a third party fleet expert, approved by the City, prepare and a zero emission fleet transition plan that considers the common ownership requirements for fleets, minimizes the cost impact of any such implementation by phasing the most expensive and technologically risky purchases as late as possible, and allocates the cost of fleet compliance among the common ownership fleet on a per vehicle basis so that the fleet serving the CITY is not disproportionately burdened by early transition. CONRACTOR shall obtain written approval by the City of the initial fleet transition plan prior to implementing such plan. CONTRACTOR shall additionally seek advance written CITY approval for all vehicles planned to be purchased in a given calendar year. In the event that there changes in costs of vehicles, technology availability, or charging infrastructure or if there is any change in the regulation compared to the original plan, CITY may request that CONTRACTOR revise the fleet transition plan to reflect the improved economics, technology, or implementation schedule, as appropriate. CONTRACTOR shall be entitled to additional compensation for the changes (increases and decreases) in cost associated with implementation of zero emissions vehicles, charging infrastructure, fueling/charging, maintenance, and associated interest expenses and all such changes in compensation shall be subject to the provisions of Section 5.18.1.

While this Section does not require the immediate use of SB 1383-Qualified RNG in the CONTRACTOR'S vehicles, CONTRACTOR acknowledges the importance of this to the CITY'S compliance with SB 1383 recovered Organic Waste product procurement requirements and CONTRACTOR shall continue to review the potential for this fueling option throughout the Term of the Agreement. CONTRACTOR shall annually investigate the ability to procure SB 1383-Qualified RNG with their fueling provider and will implement the use of such fuel to the maximum available extent provided that the premium cost of SB 1383-Qualified RNG does not cause CONTRACTOR'S total fuel expense to increase by more than ten percent (10%). CONTRACTOR shall make best efforts to seek and utilize SB 1383-Qualified RNG that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of gas derived from Regulated Organic Waste that has been Diverted from a landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR Section 18993.1(h) to Recycle and recover Regulated Organic Waste and meets SB 1383 requirements. CONTRACTOR shall maintain records of the amount of SB 1383-Qualified RNG purchased and shall report this information in accordance with Article 18. The CITY retains the right to report this SB 1383-Qualified RNG usage toward the CITY'S fulfilment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

14.01.4 Lubricants. Except as approved in writing by the City Representative on an individual vehicle basis, CONTRACTOR shall utilize re-refined motor oil and re-refined hydraulic oil in all vehicles used in CONTRACTORS performance of this Agreement unless the use of such lubricants would void the manufacturer's warranty.

14.01.5 Large Items. Vehicles used for Collection of Large Items shall not use Compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.

14.01.6 Safety Markings. All Collection equipment used by COLLECTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

14.01.7 Vehicle Signage and Painting. Collection vehicles shall be painted and numbered consecutively without repetition and shall have the CONTRACTOR'S name, CONTRACTOR'S customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclable Materials and Organic Waste programs. CONTRACTOR shall repaint all vehicles (including vehicles striping) during the Term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the CityRepresentative.

14.01.8 Bin Signage, Painting. and Cleaning. All metal Bins of any service type furnished by the CONTRACTOR shall be painted and galvanized. All Bins shall display the CONTRACTOR'S name, CONTRACTOR'S customer service telephone number, and the numberof the Bin, shall be kept in a clean and sanitary condition, and shall comply with the Container color and labeling standards set forth in Section 14.01.9. Such Bins as are provided by the CONTRACTOR shall be steam cleaned by the CONTRACTOR as frequently as necessary to maintain them in a sanitary condition and in a manner that does not allow discharge of wash water into the storm drain system. Bins will be subject to periodic, unscheduled inspections by the CITY and determination as to sanitary condition shall be made by the CITY.

14.01.9 Container Colors and Labeling. On and after the Effective Date, all new or replacement Containers shall comply with the color and labeling requirements of this Section. Colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. The lids and bodies shall be uniform for each Container type, as follows:

- Carts. Solid Waste Carts shall have gray bodies and gray lids; Recyclable Materials Carts shall have gray bodies and blue lids; and, Organic Waste Carts shall have green bodies and green lids.
- Bins. Solid Waste Bins shall have gray bodies and gray lids, Recyclable Materials Bins shall have blue bodies and blue lids, and Organic Waste Bins shall have green bodies and green lids.

- Roll-Off Containers. Solid Waste Roll-Off Containers shall have gray bodies; Recyclable Materials Roll-Off Containers shall have blue bodies; and, Organic Waste Roll-Off Containers shall have green bodies.
- C&D Containers. Containers for Collection of C&D may be in any color, other than gray, black, green, brown, or blue, and provided that the C&D Container colors are consistent for all C&D Containers. The C&D Container color shall be proposed by the CONTRACTOR and reviewed and approved by the CITY'S Contract Manager prior to CONTRACTOR'S procurement of such Containers.
- Hardware. Hardware such as hinges and wheels on the Containers may be a different color than specified above.

14.01.10 Container Labeling. CONTRACTOR shall obtain written approval from the CITY on the proposed Container labels prior to procuring or distributing new or replacement Containers or relabeling existing Containers, if applicable. All new Containers shall have SB 1383-compliant labels that comply with the requirements set forth in 14 CCR Section 18984.8.

14.01.11 Transition to Compliant Containers. Notwithstanding Section 14.01.09, the CONTRACTOR shall not be required to replace functional Containers, including Containers purchased prior to the Effective Date, that do not comply with the color requirements of this Section prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. CONTRACTOR shall obtain the CITY'S written approval of all Container material, design, colors, labeling, and other specifications before acquisition, painting, labeling, or distribution occurs.

- Roll-Off Containers and Bins. CONTRACTOR shall use magnetic, decal, or otherwise temporary signage on existing Bins and Roll-Off Containers that are not compliant with the color requirements of Section 14.01.9, until such Containers are replaced in accordance with this Section. Temporary signage for Bins and Roll-Off Containers shall be color-coded by material type, in alignment with the colors specified in Section 14.01.09, and shall include the labeling information specified in Section 14.01.10.
- CONTRACTOR'S public education materials shall depict all Container types that may be in service at the time the education materials are distributed (e.g., if an existing Container color is non-compliant and will be transitioned to a new Container, both the current and future Containers will be pictured and described on the education material). CONTRACTOR'S public education materials shall clearly distinguish each Container and explain the accepted and prohibited material types in each Container.
- CONTRACTOR shall notify Service Recipients at least two (2) weeks prior to removing and replacing Containers. After delivering the new Container, CONTRACTOR shall provide a follow-up notice to each Service Recipient within one (1) Work Day, explaining that their Container has been replaced, and which materials are accepted and prohibited in each Container type.

14.02 Collection Vehicle Noise Level. All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County, and CITY noise level regulations, including the requirement of Chapter 5.28 of the CITY Municipal Code. In the event of repeat

occurrences of noise levels in excess of the limit specified in the CITY Municipal Code, CONTRACTOR shall pay liquidated damages in accordance with Article 22.

14.03 Vehicle Registration, Licensing and Inspection. On or before July 1, 2005 and annually thereafter during the Term of this Agreement, CONTRACTOR shall submit documentation to the CITY Representative to verify that each of the CONTRACTOR'S Collection vehicles is in compliance with all registration, licensing and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles (DMV), and any other Applicable Laws or regulations. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing, and inspection requirements.

14.04 Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair always. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition reasonably satisfactory to CITY. CONTRACTOR shall wash all Collection vehicles at least once a week, in a manner that does not allow discharge of wash water into the storm drain system.

14.05 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to CITY by physical inspection upon request of City Representative, and shall show, at a minimum, each vehicles CONTRACTOR assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

14.05.1 Equipment Inventory. On or before June 1, 2005, CONTRACTOR shall provide to CITY an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or Transportation and performance of Services under this Agreement. The inventory shall indicate each Collection vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating, and the maintenance status. CONTRACTOR shall submit to the City Representative, either by Fax or e-mail, an updated inventory annually to the CITY or more often at the request of the City Representative. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all Collection vehicles meet the requirements of this Agreement.

14.05.2 Reserve Equipment. The CONTRACTOR shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

14.06 Vehicle Tare Weights. Between the time this Agreement is executed and July 1, 2005, CONTRACTOR shall have the Disposal CONTRACTOR weigh and determine the unloaded ("tare") weight of each of CONTRACTOR'S vehicles that will be used to deliver Solid Waste and other materials to the Disposal Facility. Before July 1, 2005, CONTRACTOR shall receive from the Disposal CONTRACTOR a report listing vehicle tare weight information, which shall include, at a minimum, hauler name, tare weight, vehicle identification number, and the date the tare weight

was determined. CONTRACTOR shall, at least every two (2) years, have the Disposal CONTRACTOR reweigh and revise tare weights for all CONTRACTOR'S vehicles used to deliver Solid Waste and other materials to the Disposal Facility.

14.06.1 When new vehicles are placed into service and immediately after any significant repairs to vehicles by the CONTRACTOR, the CONTRACTOR shall have the Disposal CONTRACTOR promptly weigh such vehicles and determine the tare weight of each vehicle. Within ten (10) Work Days of weighing, CONTRACTOR shall receive from the Disposal CONTRACTOR, a report listing vehicle tare weight information. CONTRACTOR, CITY, and Disposal CONTRACTOR shall have the right to request re-tarring of vehicles up to two (2) times per year, unless there is reasonable suspicion or evidence that tare weights are not accurate, in which case, tare weights may be updated more frequently to ensure accuracy.

ARTICLE 15. CONTRACTOR'S OFFICE

15.01 CONTRACTOR'S Office. The CONTRACTOR shall maintain an office at 6175 Southfront Road, Livermore, CA 94551, or in the CITY of Dublin, unless CONTRACTOR requests an alternative office location and the location is approved by the City Representative, which provides toll-free telephone access to residents of the City of Dublin and is staffed by a minimum of two (2) trained and experienced Customer Service Representatives (CSR) dedicated to the CITY. CONTRACTOR shall ensure that CSRs are thoroughly trained. The CITY, or its designee, may observe and participate in the CONTRACTOR'S training of the CSR's, up to two (2) times per year. If the CONTRACTOR does not retain the required two (2) trained CSRs throughout the Term of this Agreement, CONTRACTOR shall remit the value of the compensation for the unfilled position to the CITY for the duration of vacancy. Any proposed changes to the office location and/or staffing level must be approved by the CITY. Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, shall be open during such normal business hours, 8:00 a.m. to 6:00 p.m., on all Work Days, except Saturday. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next Work Day, not including Saturday, mornings.

15.01.1 Emergency Contact. The CONTRACTOR shall provide the City Representativewith an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

15.01.2 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and such other languages as CITY may direct. CONTRACTOR shall at all times maintain the capability or responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

15.01.3 Service Recipient Calls. During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least fifteen (15) incoming calls at one time.CONTRACTOR shall record all calls including any inquiries, service requests and complaints into a customer service log. CONTRACTOR shall log calls by type of call (e.g., service request, inquiry, complaint, SB 1383 non-compliance) and maintain and report that information in accordance with Article 18. The CITY

has the right to review all call logs and CONTRACTOR shall provide access to the call log within forty-eight (48) hours of request by the City Representative

15.01.4 All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where Service Recipient can leave a message. CONTRACTOR'S CSR shall return Service Recipient calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR shall make minimum of three (3)attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, the CONTRACTOR shall send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.

15.01.5 Web Site. CONTRACTOR shall develop and maintain a web site describing Services provided in the CITY that is accessible by the public. The site shall include answers to frequently asked questions, rates for Collection Services, Recyclable Materials and Organic Materials specifications, Collection Service schedules and maps, and other related topics. CONTRACTOR shall arrange for the CITY'S web site to include an e-mail link to CONTRACTOR and a link to CONTRACTOR'S web site. The CONTRACTOR'S web site shall provide the public the ability to e-mail complaints to CONTRACTOR. Upon request by the City Representative, the CONTRACTOR shall make specific updates to its website as requested by the City Representative up to four (4) times per calendar year. CONTRACTOR shall complete these updates within fourteen (14) days of request by the City Representative, unless such requested updates are extensive in nature, then CONTRACTOR shall provide a reasonable estimate to CITY of expected completion date, but under no circumstance shall the update(s) exceed forty-five (45) days.

15.01.6 Contract Manager. CONTRACTOR shall provide a halftime contract manager during the Term of the Agreement, whose sole function during half of all normal business hours of each Work Day shall be to provide Services related to this Agreement.

ARTICLE 16. OTHER SERVICES

16.01 Recycling Coordinator. CONTRACTOR shall provide a full-time Recycling Coordinator during the Term of this Agreement to conduct targeted outreach, and to coordinate and implement all public education and outreach activities required by this Agreement throughout the Agreement Term. CONTRACTOR shall add one (1) additional full-time equivalent staff member (Recycling Coordinator) during the Agreement Year that begins July 1, 2021, to be primarily focused on working with customers to achieve the higher Diversion and compliance with the requirements of SB 1383, including participation in Edible Food Recovery. The Recycling Coordinator shall engage with CITY Designees, including, but not limited to, StopWaste and the Go Green Initiative, as applicable to coordinate education efforts. CONTRACTOR will meet with CITY annually to develop a work plan for the Recycling Coordinator, to be implemented in the following year, to address compliance with State law and CITY priorities. Beginning with the Rates for the Agreement Year in which the State's final SB 1383 implementing regulations first

take effect and annually thereafter, the Rates shall be adjusted to include the costs of such additional full-time equivalent staff person or persons. Such cost shall not exceed one hundred fifty thousand dollars ($150,000) per FTE. The CITY and CONTRACTOR, in conjunction, shall make best efforts to recruit qualified and interested candidates. The City Representative may refer qualified individuals to the CONTRACTOR for consideration, and the CONTRACTOR shall evaluate and interview such individuals for the position of Recycling Coordinator. The CONTRACTOR shall consider feedback provided by the CITY in this process; however, the CONTRACTOR retains the ultimate right to determine the candidate that will be hired. If the CONTRACTOR does not retain the required two (2) Recycling Coordinators throughout the Term of this Agreement, CONTRACTOR shall remit the value of the compensation for the unfilled position to the CITY for the duration of vacancy.

16.02 Public Outreach and Education Services. CONTRACTOR, at its own expense, shall prepare, submit and implement an annual (Agreement Year) Public Education and Outreach Program beyond the CITY'S Public Education and Outreach Program. The proposed action plan shall be created in consultation with the CITY and be submitted annually for City Representative approval no later than March 31 for the next Agreement Year. The program must include a minimum of twelve (12) campaigns per year, designed to increase Diversion as well as Residential and commercial participation. Campaigns should target Recyclable Materials and Organic Waste, or "problem areas" of the CONTRACTOR'S Service Area where improvements can be maximized. Targets of outreach should be based on local trends and Recycling patterns based on information obtained by both the City Representative and CONTRACTOR staff. CONTRACTOR shall describe in its public education plan, its proposed approach for conducting technical assistance, which includes, but is not limited to, educational outreach in the form of direct mail for MFD and SFD residents and in person site visits to the Commercial businesses. CONTRACTOR shall describe how it plans to approach education and outreach for each sector (MFD, SFD, and Commercial), with consideration of the unique needs and differences of each sector.

16.02.1 Public School Education Programs. CONTRACTOR shall meet with the CITY'S public school district at least two (2) times per year to inform teachers, administrators, and custodians about the Recycling program(s) the CONTRACTOR is providing to the school district, as well as general concepts of source reduction, reuse, Recycling, and Composting.

16.02.2 Go Green Initiative. CONTRACTOR shall work with the CITY'S public school district to implement the "Go Green Initiative" as part of its public education programs. CONTRACTOR agrees that the funding to implement and maintain the program during its first six (6) Agreement Years shall be provided by CONTRACTOR at no additional cost to the CITY or its residents.

16.02.3 Recycling Bins. CONTRACTOR shall offer to provide the public school district with a standardized classroom Recycling Bin for every classroom and office in the district that is imprinted with the logo of the school district and the words "Dublin Schools Recycle." To the extent that the City Representative has approved the purchase of the Bins in writing, the CONTRACTOR will be reimbursed by the CITY for the cost of the Bins.

16.02.4 Multi-Lingual Education Materials. The CONTRACTOR shall develop a multi-lingual approach to preparing all public education materials required in this Section. The

multi-lingual approach may emphasize use of visual images and English descriptions supplemented with text on the bottom of the public education document in different languages. CONTRACTOR shall provide education materials in any non-English language spoken by a substantial number of the public, as determined by the CITY in accordance with Government Code Section 7295.

CONTRACTOR shall allow the CITY to review and approve all public education materials prior to distribution.

16.03 Annual Collection Service Notice. Each calendar year during the Term of this Agreement, the CONTRACTOR shall publish and distribute separate notices to all SFD Service Units regarding the SFD Collection Service programs, to all MFD Service Units regarding MFD Service Programs and to all Commercial Service Units regarding Commercial Service Programs. To the extent appropriate, based on the category of customer receiving the notice, it shall contain at a minimum; definitions of the materials to be Collected in each Container, procedures for setting out the materials, Prohibited Container Contaminants not to be accepted in each Container type, maps of the Service Area indicating the day that SFD Solid Waste Collection Services, Large Items Collection Service, Used Oil Collection Service. SFD Recycling Service, and SFD Organic Waste Collection Service will be provided, and the CITY customer service phone number. The notice shall be provided in English, and other languages as directed by the CITY, and shall be distributed by the CONTRACTOR no later than July 1, 2005 during the first year of the Agreement and no later than December 1 of each year thereafter.

16.04 Compost and Mulch Give-Back. CONTRACTOR shall make available up to ten percent (10%) of the Compost and Mulch product (based on the weight of Organic Waste Collected of the previous year) to the CITY in the following categories: (i) bulk Compost and Mulch for use in CITY parks and CITY facilities; and (ii) bulk Compost and Mulch for distribution to CITY residents at one (1) recurring annual Compost give-away event.

16.04.1 SB 1383 Requirements. CONTRACTOR agrees that all Compost, Mulch, or both, provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California Organic Waste Products, as defined by SB 1383 for each applicable material type. Mulch shall additionally meet the specific standards as defined in Section 1.91 of this Agreement. CONTRACTOR shall maintain records and submit reports regarding the amount of Compost and Mulch procured and provided to the CITY and residents, in accordance with Article 18 of this Agreement. The CITY may report such information to CalRecycle and count the material toward its annual recovered Regulated Organic Waste procurement target requirements under SB 1383.

16.04.2 Bulk Compost and Mulch for CITY. CONTRACTOR shall make available to CITY bulk Compost and bulk Mulch for use in CITY parks, facilities, or other CITY areas CITY will notify CONTRACTOR as to the CITY'S needs for delivery of finished Compost and/or Mulch throughout the Agreement Year. CONTRACTOR shall deliver Compost and Mulch upon request of CITY, subject to availability of Compost and Mulch and accessibility of location. If CITY does not take delivery of Compost made available by CONTRACTOR within thirty (30) days of the end of the Agreement Year, CONTRACTOR'S obligation to deliver Compost for said Agreement Year shall be deemed to be satisfied.

16.04.3 Bulk Compost and Mulch for CITY Residents. CONTRACTOR shall make available bulk Compost and Mulch for distribution at one (1) recurring annual Compost/Mulch give-back event within the City of Dublin. CONTRACTOR shall work with the CITY Representative to determine the date and location of the give-back event, subject to availability of Compost and Mulch and accessibility of location. The Compost/Mulch give-back event shall be its own individual event, and shall not be combined with other events required by this Agreement (e.g., HHW events), unless otherwise authorized by the City Representative. CONTRACTOR shall be responsible for all aspects related to planning, managing and staffing of the Compost/Mulch give-back event and all labor, equipment, traffic control, permits and public notification. CONTRACTOR shall supply a Bobcat, or other small tractor, to load CITY resident pickup trucks during the Compost give-back event. Residents may bring their own receptacle to obtain the bulk Compost or Mulch at the event. CONTRACTOR shall also provide appropriate sealable plastic bags and shovels for residents who wish to obtain small amounts of material. In the event of an Uncontrollable Circumstance that necessitates the cancelling of a Compost/Mulch give-back event, the CONTRACTOR shall immediately notify the City Representative and reschedule the event for another date. CONTRACTOR shall guarantee that a make-up event will be held, even if that results in multiple events being conducted in the same calendar year.

16.05 Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by CITY at a price to be mutually agreed upon between the CONTRACTOR and the City Representative. In the event the CONTRACTOR and the City Representative cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

16.06 News Media Relations. CONTRACTOR shall notify the City Representative by Fax, e-mail, or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of Services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the City Representative.

16.06.1 Copies of draft news releases or proposed trade journal articles shall be submitted to CITY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to CITY simultaneously with CONTRACTOR'S submittal to such regulatory agency.

16.06.2 Copies of articles resulting from media interviews or news releases shall be provided to the CITY within five (5) Work Days after publication.

16.07 Waste Generation and Characterization Studies. CONTRACTOR acknowledges that CITY must perform Solid Waste generation and characterization studies periodically to comply with AB 939 requirements. CONTRACTOR agrees to participate and cooperate with CITY and its agents and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of Solid Waste generated, Disposed, transformed, Diverted, or otherwise Processed to comply with AB 939 and SB 1383. CONTRACTOR acknowledges that the CITY, in

coordination with the County, must participate in capacity planning studies for Organic Waste recovery capacity. As required by SB 1383, CONTRACTOR shall respond to requests from the CITY regarding available or potential new and expanded Organic Waste Processing capacity within sixty (60) days of request by the City Representative.

16.08 Contamination Response.

16.08.1 In the event that the Prohibited Container Contaminants are identified in a Service Recipient's Container(s), the CONTRACTOR shall respond using the following protocol:

- CONTRACTOR shall place a tag, including but not limited to a Non-Collection Notice, on the affected Container, notifying the Service Recipient of the identified contamination, explaining the accepted and prohibited materials for each Container type, and informing the Service Recipient of whether their materials were Collected, or their available remediation options listed below in the event of non-Collection (noting any potential fees or charges associated with each option).
- If practical, the CONTRACTOR may separate the Prohibited Container Contaminants from the contaminated Container and Collect the materials, and shall leave a contamination notice.
- In the event the materials are commingled to the extent that Prohibited Container Contaminants cannot easily be separated by the CONTRACTOR or the nature of the Prohibited Container Contaminants renders the entire Container contaminated, the CONTRACTOR will leave the Container un-emptied at the curb (or designated Collection location) and the customer will be provided the opportunity to remove the Prohibited Container Contaminants for Collection on their next regularly scheduled Collection day.
- Should the Service Recipient wish the Container to be Collected ahead of the next regularly scheduled Collection day, CONTRACTOR shall charge a go-back fee in the amount listed in the rate sheet.
- Should the Service Recipient elect to not remove the Prohibited Container Contaminants, the Service Recipient shall be offered the opportunity to elect to have the material Collected as Solid Waste, per the approved rates.

ARTICLE 17. EMERGENCY SERVICE PROVISIONS

17.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the City Representative may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the City Representative when it is anticipated that normal routes and schedules can be resumed. The City Representative shall make an effort through the local news media to inform the public when regular Services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement. to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit C2 to this Agreement provided the

CONTRACTOR has first secured written authorization and approval from the CITY through the City Representative.

17.02 Quarantined Waste and Illegal Disposal Sites. If approved by the CITY, the CONTRACTOR may Dispose of, rather than Process, specific types of Organic Waste and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the CITY or until the CITY provides notice that the quarantine has been removed and directs CONTRACTOR to Transport the materials to the Approved Facilities for such material. In accordance with Article 18, the CONTRACTOR shall maintain records and submit reports regarding compliance agreements for quarantined Organic Materials and Recyclable Materials that are Disposed of pursuant to this subsection.

The CONTRACTOR may, but is not required to, separate or recover Organic Waste that is removed from encampments and illegal Disposal sites as part of an abatement activity to protect public health and safety. CONTRACTOR shall report the amount of Discarded Materials removed for Disposal from encampments and illegal Disposal sites, in accordance with Article 18.

ARTICLE 18. RECORD KEEPING AND REPORTING REQUIREMENTS

18.01 Record Keeping.

18.01.1 Accounting Records. CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles or, with the CITY'S written approval, the Financial Reporting Framework for Small and Medium Sized Entities established by the AICPA consistently applied and fairly reflecting the results of operation and CONTRACTOR'S financial condition. Such records shall be subject to audit, copy, and inspection. Gross revenues derived from provision of the Collection Services, including revenues from the sale of Recyclable Materials, including CRV revenue or revenue from the sale of Composted Material, whether such services are performed by the CONTRACTOR or by a Subcontractor or Subcontractors, shall be recorded as revenues in the accounts of the CONTRACTOR. These records shall be separate and segregated from other records maintained by CONTRACTOR for the provision of other services outside the scope of this Agreement as may be provided by CONTRACTOR. CONTRACTOR shall maintain and preserve all cash, billing and Disposal records for a period of not less than five (5) years following the close of each of the CONTRACTOR'S fiscal years.

18.01.2 Agreement Materials Records. CONTRACTOR shall maintain records of the (i) quantities of C&D Debris, Residential, Commercial and City Waste Collected and Disposed under the terms of this Agreement, (ii) quantities of Recyclable Materials, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed, (iii) customer count for DUSD Waste Collected under the terms of this Agreement, and (iv) other records specified in Exhibit D.

18.01.3 Other Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 18, Exhibit D, or elsewhere in the Agreement. CONTRACTOR shall maintain Service Recipient contacts, customer service, accounting, statistical, operational, programmatic, and other records related to its performance as shall be necessary to provide detailed and accurate reports and to demonstrate compliance with this Agreement and Applicable Law.

18.01.4 Record Retention. Unless otherwise specified in this Article, CONTRACTOR shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination. Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. CONTRACTOR'S records shall be stored in one central location, physical or electronic, that can be readily accessed by CONTRACTOR. Upon request, any such records shall be retrieved in a timely manner, not to exceed five (5) Working Days of a request by the City Representative, and made available to the City Representative; including any record or documentation that CITY, in their sole discretion, may deem necessary for the CITY to fulfill obligations as reasonably related to the reporting of information required under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383, and other current or future Federal, State, or local regulations, as amended.

CONTRACTOR shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up. The CITY reserves the right to require the CONTRACTOR to maintain raw data and the records required herein using a CITY-selected web-based software platform. To the extent that CONTRACTOR utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, CONTRACTOR shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required by CITY, as requested, under this Agreement.

The CITY, its auditors, and other agents, shall have the right, during regular business hours, to conduct unannounced on-site inspections of the records and accounting systems of CONTRACTOR and to make copies of any documents it deems relevant to this Agreement. In the event the Person responsible for such records and systems is not on the premises at the time the CITY, its auditors, or other agents visit CONTRACTOR'S facilities, CONTRACTOR shall not be in breach of this Agreement and the CITY shall give notice requesting access to the records and CONTRACTOR shall make arrangements for CITY, its auditors, or other agents to conduct the on-site inspection within twenty-four (24) hours of such notice. The CITY'S right to inspection of records under this paragraph shall continue for at least five (5) years after the expiration or earlier termination of this Agreement; however, after expiration or termination of this Agreement, the CITY shall provide CONTRACTOR with written request to inspect records and CONTRACTOR shall make records available for inspection within one (1) week of such request.

CITY views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, CITY regards its ability to prove where Collected Recyclable Materials, Organic Waste, and Solid Waste are taken for Transfer, Processing, or Disposal. CONTRACTOR shall maintain records which can establish where Recyclable Materials, Organic Waste, and Solid Waste Collected were Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. CONTRACTOR shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. CONTRACTOR shall provide these records to CITY (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

18.02 Reporting Requirements.

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set rates and evaluate the cost of service of operations;
- Evaluate past and expected progress toward achieving the CONTRACTOR'S Diversion goals and objectives;
- Determine needs for adjustment to program and evaluate customer service and complaints; and,
- Monitor and evaluate compliance with Applicable Laws and regulations including, but not limited to, AB 939, AB 341, AB 1826, and SB 1383.

CONTRACTOR may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by CITY. CONTRACTOR agrees to e-mail all reports to the CITY (or submit reports on an electronic file storage device in the event e-mail communications are unsuccessful) in a format compatible with CITY'S software/computers at no additional charge. City Representative may, from time to time during the Term, review and request changes to the format of the CONTRACTOR'S reports and CONTRACTOR shall not unreasonably deny such requests. The CITY reserves the right to require the CONTRACTOR to maintain the records and submit the reports required by this Agreement through use of a CITY-selected web-based software platform. CONTRACTOR will provide a certification statement, under penalty of perjury, by the responsible CONTRACTOR official, that the report being submitted is true and correct to the best knowledge of the responsible official after their reasonable inquiry

18.03 Due Dates. Monthly reports shall be submitted no later than twenty (20) calendar days after the end of the reporting month. Quarterly reports shall be submitted no later than thirty (30) calendar days after the end of the reporting quarter and annual reports shall be submitted no later than forty-five (45) calendar days after the end of each Agreement Year.

18.04 Monthly Reports. CONTRACTOR shall submit monthly reports to the CITY, in accordance with the requirements of Exhibit D.

18.05 Quarterly Reports. CONTRACTOR shall submit Quarterly reports to the CITY, in accordance with the requirements of Exhibit D.

18.06 Annual Reports. CONTRACTOR shall submit annual reports to the CITY, in accordance with the requirements of Exhibit D.

18.07 Additional Reporting. The CONTRACTOR shall furnish the CITY with any additional reports, including those listed in Exhibit D or other reports as may reasonably be required, and such report is to be prepared within a reasonable time following the reporting period.

ARTICLE 19. NONDISCRIMINATION

19.01 Nondiscrimination. In the performance of all work and Services under this Agreement, CONTRACTOR shall not discriminate against any Person on the basis of such 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"). CONTRACTOR shall comply with all applicable local, State, and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

ARTICLE 20. WORKER RETENTION

20.01 Worker Retention. CONTRACTOR acknowledges that when Collection Services are Transferred to CONTRACTOR, workers who perform Services for CITY'S current contractor will be displaced from their employment. CONTRACTOR shall make a good faith effort in accordance with the terms of its agreement with Teamsters Local 70 to offer employment to all qualified displaced workers. However, CONTRACTOR shall not be required to create additional positions that CONTRACTOR does not need, displace any of its current employees, or modify its employee selection requirements.

ARTICLE 21. SERVICE INQUIRIES AND COMPLAINTS

21.01 CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt and efficient manner. In the case of a dispute between the CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the City Representative.

21.01.1 The CONTRACTOR will utilize the customer service log to maintain a record of all inquiries and complaints in a manner prescribed by the CITY.

21.01.2 For those complaints related to missed Collections that are received by 3:00 p.m. on a Work Day, the CONTRACTOR will return to the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 3:00 p.m. on a Work Day, the CONTRACTOR shall have until the end of the following Work Day

to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the appropriate Sections of this Agreement shall apply

21.01.3 CONTRACTOR agrees that it is in the best interest of the CITY that all Solid Waste and Recyclable Materials be Collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Service Recipient requests missed Collection service more than two (2) times in any consecutive two (2) month period the City Representative will work with the CONTRACTOR to determine an appropriate resolution to that situation. In the event the CONTRACTOR believes any complaint to be without merit, CONTRACTOR shallnotify the City Representative, either by Fax or e-mail. The City Representative will investigate all disputed complaints and render a decision.

21.01.4 SB 1383 Complaints. For complaints received by CONTRACTOR in which the Person alleges that an entity is in violation of SB 1383 requirements, CONTRACTOR shall document the information listed in Exhibit D, Section 2.C. CONTRACTOR shall provide this information in a brief complaint report to the CITY for each SB 1383-noncompliance complaint within seven (7) days of receipt of such complaint, and a monthly summary report of SB 1383 non-compliance complaints in accordance with Exhibit D. Upon CITY request, CONTRACTOR shall conduct follow-up outreach or assist with site visit investigations to the violating entity, and shall document the information in the reports provided pursuant to Article 18. In accordance with the required timeframe in 14 CCR Section 18995.3, CONTRACTOR shall commence the additional outreach or investigation, if requested by the CITY, within ninety (90) days of receipt of the complaint, unless another timeframe is otherwise specified by the City Representative or Applicable Law. Final determination of non-compliance with SB 1383, and assessment of any associated civil penalties, shall be the responsibility of the CITY or its designee, StopWaste.

ARTICLE 22. QUALITY OF PERFORMANCE OF CONTRACTOR

22.01 Intent. CONTRACTOR acknowledges and agrees that one of CITY'S primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.

22.02 Service Supervisor. CONTRACTOR has named Guy Martinez as the supervisor to be in charge of the Collection Service within the Service Area. At least thirty (30) calendar days prior to replacing Mr. Martinez, CONTRACTOR shall notify CITY in writing of the name and qualifications of the new Service Supervisor. CONTRACTOR shall insure that such replacement is an individual with like qualifications and experience. The supervisor shall be physically located in the Service Area and available to the City Representative through the use of telecommunication equipment at all times where CONTRACTOR is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor. The Service Supervisor shall provide the CITY with an emergency phone number where the supervisor can be reached outside of normal business hours.

22.03 Liquidated Damages. The PARTIES further acknowledge that consistent and reliable Collection Service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR'S representations as to its quality-of-service commitment in awarding the Agreement to it. The PARTIES further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The PARTIES further recognize that if CONTRACTOR fails to achieve the performance standards or fails to submit required documents in a timely manner, CITY, and CITY'S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to CITY'S right to treat such non-performance as an event of default under Article 26, the PARTIES agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to CITY, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

CITY Initial Here _____ CONTRACTOR Initial Here _____

22.03.1 CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

LIQUIDATED DAMAGES		
	Item	Amount
	Failure or neglect to resolve each complaint within thetime set forth in this Agreement.	$100.00 per incident per Service Recipient.
	Failure to dean up spillage or litter caused by CONTRACTOR.	$300.00 per incident per location.
	Failure to repair damage to customer property caused by CONTRACTOR or its personnel.	$500.00 per incident per location.
	Failure to maintain equipment in a clean, safe, andsanitary manner.	$100.00 per incident per day.
	Failure to have a vehicle operator properly licensed.	$500.00 per incident per day.
	Failure to maintain office hours as required by this Agreement	$100.00 per incident per day.

LIQUIDATED DAMAGES		
	Item	Amount
	Failure to maintain or timely submit to CITY all documents and reports required under the provisions of this Agreement. Reports shall be considered late until they are submitted in a complete and accurate format.	$100.00 per incident per day .
	Failure to maintain records and submit accurate reports in the format/method specified by the CITY.	$100.00 per incident per day .
	Each occurrence of CITY requesting information required to be maintained by CONTRACTOR where CONTRACTOR fails to provide such information within the time window specified in this Agreement.	$500.00 per incident.
	Each occurrence of CONTRACTOR providing misleading or otherwise inaccurate information to the CITY under or regarding this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance be excused.	$250.00 per incident.
	Failure to correct submittal of materially inaccurate data within three (3) Work Days (or such other time period as may be agreed to in writing between the City Representative and CONTRACTOR) of notification by CITY, that results in a compliance order from CalRecycle.	$500.00 per day.
	Each day that CONTRACTOR fails to provide access to CONTRACTOR'S information systems.	$500.00 per day.
	Failure to properly cover materials in Collectionvehicles.	$500.00 per incident.
	Failure to display CONTRACTOR'S name and customer service phone number on Collection vehicles.	$100.00 per incident perday.
	Failure to comply with the office hours or hours and service days of Collection operations and number of days to respond to Service Recipients as required by Section 15.01 of this Agreement.	$100.00 per incident per day.
	Failure or neglect to complete at least ninety percent(90%) of each route on the regular scheduled Collection Service Work Day.	$1,000 for each route not completed.

LIQUIDATED DAMAGES		
	Item	Amount
	Changing routes without proper notification to the City Representative.	$500.00 per incident per day.
	Commingling Solid Waste with Recyclable Materials and/or Organic Waste.	$1,000.00 per incident.
	Commingling of materials Collected inside andoutside the Service Area.	$1,000.00 per incident.
	Failure to repair or replace damaged Carts or Binswithin the time required by this Agreement.	$100.00 per incident per day.
	Failure to comply with Container labeling and color requirements specified in this Agreement.	$200.00 per Container per occurrence.
	Failure to deliver or exchange Carts, Bins, MFD Household Battery Collection boxes, or Organic Waste pails within the time required by this Agreement.	$100.00 per incident perday.
	Failure to provide adequate primary and alternate capacity to accept and Process Recyclable Materials, Organic Waste, Large Items, and C&D Collected under this Agreement.	$1,000.00 per day.
	Failure to provide capacity planning information within sixty (60) days of request.	$250.00 per day.
	Failure to have CONTRACTOR personnel in properuniform.	$100.00 per incident per day.
	Disposal of Recyclable Materials or Organic Waste in the Disposal Facility or used as ADC or AIC without first obtaining the required permission of the CITY.	$1,000.00 per load.
	Failure to provide required communication equipment.	$100.00 per incident per day.
	Failure to meet customer service standards, including, but not limited to, those standards outlined in Article 15 of this Agreement.	$500.00 per incident.
	Every occurrence of a Recycling Coordinator or CSR being used for purposes other than those specified in this Agreement, including but not limited to fulfilling services for other jurisdictions served by CONTRACTOR or its Affiliates.	$1,000.00 per occurrence.

LIQUIDATED DAMAGES		
	Item	Amount
	Failure to deliver any Collected materials to the CITY approved Disposal Facility, Green Waste Processing Facility, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	$5,000 first failure. $25,000 each subsequent failure.
	Delivery to the Disposal Facility of any Solid WasteCollected outside of the CITY boundaries of Dublin commingled with that Collected as part of this Agreement.	$5,000 first delivery. $25,000 each subsequent delivery.
	Failure to meet the minimum Diversion requirementsof this Agreement (calculated per Agreement Year).	Shortfall of 0.001% - 2%: $10,000. Shortfall of 2.001% orgreater: $25,000
	Failure to meet vehicle noise requirements.	$100.00 per incident per day.
	Failure to provide every customer with the mandatory three-Container Collection system, including Recyclable Materials, Organic Waste, and Solid Waste, unless otherwise waived by the CITY in accordance with this Agreement, or in instances where CONTRACTOR notifies the CITY that a customer has refused service.	$500.00 per customer per occurrence.
	Each individual failure by CONTRACTOR to develop, produce, and distribute public education material or perform community outreach activities in the form and manner required under this Agreement.	$500.00 per activity.
	Failure to conduct Commercial Waste audits.	$250.00 per each month that average is not met
	Failure to provide Compost/Mulch giveaway events, HHW Collection events, Neighborhood Clean-Up Services, or other special events/services under this Agreement in the timeframe specified in the Agreement; or, in the event that an event is cancelled due to circumstances out of the CONTRACTOR'S control, failure to reschedule and provide such event at a later	$1,000.00 per event.

LIQUIDATED DAMAGES		
Item		Amount
	date.	
	Failure to Collect abandoned waste within two business (2) days of notification of CITY to CONTRACTOR, as required by Section 11.07 and Exhibit B4, Section 9.	$1,000.00 per incident per day.

22.04 Procedure for Review of Liquidated Damages. The City Representative may assess liquidated damages pursuant to this Article 22 on a monthly basis. At the end of each month during the Term of this Agreement, the City Representative shall issue a written notice to CONTRACTOR ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

22.04.1 The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

22.04.2 The City Representative shall schedule a meeting between CONTRACTOR and the City Manager or the Manager's designee as soon as reasonably possible after timely receipt of CONTRACTOR'S request.

22.04.3 The Manager or the Manager's designee shall review CONTRACTOR'S evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

22.04.4 In the event CONTRACTOR does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Representative's determination shall be final and CONTRACTOR shall submit payment to CITY no later than that tenth (10th) day. Or at the sole option of CITY, if monies are owed to CONTRACTOR, CITY may deduct the liquidated damages from amounts otherwise due to CONTRACTOR.

22.04.5 CITY's assessment or collection of liquidated damages shall not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for CONTRACTOR'S failure to perform the work and Services in the manner set forth in this Agreement.

ARTICLE 23. PERFORMANCE BOND

23.01 Performance Bond. Within ten (10) calendar days from the date of the execution of this Agreement, the CONTRACTOR shall furnish to the CITY, and keep current, a performance bond in a form as set forth in Exhibit 4 ,which is included in and attached to this Agreement, for the faithful performance of this Agreement and all obligations arising hereunder in an amount of one million dollars ($1,000,000).

23.01.1 The performance bond shall be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

23.01.2 Letter of Credit. As an alternative to the performance bond required by this Section 23.01, at CITY'S option, CONTRACTOR may deposit with CITY an irrevocable letter of credit in an amount as set forth in Section 23.01. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the State of California, in the CITY'S name, and be callable at the discretion of the CITY Nothing in this Section shall, in any way, obligate the CITY to accept a letter of credit in lieu of the performance bond.

ARTICLE 24. INSURANCE

24.01 Insurance Policies. CONTRACTOR shall secure and maintain, throughout the Term of this Agreement, insurance against claims for injuries to Persons or damages to property which may arise from or in connection with CONTRACTOR' s performance of work or Services under this Agreement. CONTRACTOR' s performance of work or Services shall include performance by CONTRACTOR's employees, agents, representatives, and Subcontractors.

24.01.1 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:

24.01.1.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96) or, if approved by CITY, its equivalent, covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or InsuranceServices Office Commercial General Liability coverage ("occurrence" form CG 000I), including X, C, U where applicable.

24.01.01.2 Insurance Services Office Form No. CA 0001 (Ed. 12/93) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9 "non-owned autos."

24.01.2 Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance.

24.01.3 Hazardous Waste and Environmental Impairment Liability Insurance.

24.02 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance limits no less than:

24.02.1 Comprehensive General Liability: $3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit shallapply separately to this Agreement or the general aggregate limit shall be $5,000,000.

24.02.2 Automobile Liability: $3,000,000 combined single limit per accident for bodily injury and property damage.

24.02.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $3,000,000 per accident.

24.02.4 Hazardous Waste and Environmental Impairment Liability: $3,000,000 per occurrence.

24.03 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, CITY'S Risk Manager.

24.04 Endorsements. The policies are to contain, or be endorsed to contain, the following provisions:

24.04.1 General Liability: and Automobile Liability Coverage.

24.04.1.1 The CITY, its officers, employees, agents, and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased, or used by CONTRACTOR; and automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, and contractors.

24.04.1.2 CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents, and contractors. Any insurance, or self-insurance maintained by CITY, its officers, employees, agents, or contractors shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

24.04.1.3 Any failure to comply with reporting provisions of the policies shall not affect CONTRACTOR'S obligations to CITY, its officers, employees, agents, or contractors.

24.04.1.4 Coverage shall state that CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

24.04.2 All Coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) calendar days prior written notice has been given to CITY.

24.05 Acceptability of Insurers. Insurance is to be placed with insurers acceptable to CITY'S Risk Manager.

24.06 Verification of Coverage. CONTRACTOR shall furnish CITY with certificates of insurance and with copies of endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. CONTRACTOR shall furnish CITY with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

24.06.1 Proof of insurance shall be mailed to the following address, or any subsequent address, as may be directed in writing by the CITY'S Risk Manager:

CITY OF DUBLIN
Risk Management100 Civic Plaza
Dublin, CA 94568

24.07 Affiliates. CONTRACTOR shall include any Affiliate(s) performing services under this Agreement as insureds under its policies or shall obtain separate certifications and endorsements for each Affiliate performing such a service. Any modifications to insurance requirements pursuant to Section 24.09 shall be made in writing by the CITY'S Risk Manager.

24.08 Subcontractors. CONTRACTOR shall include all Subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each Subcontractor. Any modifications to insurance requirements pursuant to Section 24.09 shall be made in writing by the CITY'S Risk Manager.

24.09 Modification of Insurance Requirements. The insurance requirements provided in this Agreement may be modified or waived by CITY'S Risk Manager, in writing, upon the request of CONTRACTOR if the CITY'S Risk Manager determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

24.10 Rights of Subrogation. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which CITY is named as an additional insured shall not apply to CITY.

ARTICLE 25. INDEMNIFICATION

25.01 Indemnification. CONTRACTOR shall indemnify and hold harmless CITY, CITY'S contractors, and the public officials, officers, directors, employees, agents, and other contractors of each of them, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the CONTRACTOR, any Subcontractor, any supplier, any Person or organization directly or indirectly employed by any of them to perform or furnish any Services or anyone for whose acts any of them may be liable), arising from, relative to or caused by the performance of the Services. This indemnity includes, but is not limited to, claims attributable to bodily injury, personal injury, sickness, disease, or death and to injury or destruction of property. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the CITY, to defend any action against the CITY that falls within the scope of this indemnity, or the CITY, at the CITY'S option, may elect not to tender such defense and may elect instead to secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notice from the CITY, fails to make any payment due under this Agreement to the CITY, CONTRACTOR shall pay any reasonable attorneys' fees or costs incurred by the CITY in securing any such payment from

CONTRACTOR. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the CITY that such amount is due, be made by CONTRACTOR prior to the CITY being required to pay same, or in the alternative, the CITY, at the CITY'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the CITY for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the CITY that such payment is due.

25.02 Subject to Public Resources Code Section 40059.1, CONTRACTOR agrees to protect and defend CITY with counsel selected by CONTRACTOR and approved by CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by the California Integrated Waste Management Board if the Diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the CITY with respect to the Materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the Recycling or Diversion programs or undertake the related activities required by this Agreement.

25.03 Consideration. It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

25.04 Obligation. The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must also be complied with as set forth in Article 24 above.

25.05 Subcontractors. CONTRACTOR shall require all Subcontractors that control, are controlled by, or are under common control with CONTRACTOR to enter into an agreement containing the provisions set forth in the preceding subsection in which agreement the Subcontractor fully indemnifies the CITY in accordance with this Agreement.

25.06 Exception. Notwithstanding Sections 25.01, 25.02, and 25.03, CONTRACTOR'S obligation to indemnify, hold harmless, and defend CITY, its officers, and employees shall not extend to any loss, liability, penalty, plain, damage, action, or suit arising or resulting from acts or omissions constituting willful misconduct or sole negligence on the part of the CITY its officers or employees.

25.07 Damage by CONTRACTOR. If CONTRACTOR'S employees or Subcontractors cause any injury, damage, or loss to CITY property including, but not limited to, CITY streets or curbs. CONTRACTOR shall reimburse CITY for CITY'S cost of repairing such injury, damage, or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage, or loss. With the prior written approval of CITY, CONTRACTOR may repair the damage at CONTRACTORS sole cost and expense.

ARTICLE 26. DEFAULT OF CONTRACT

26.01 Termination. The CITY may cancel this Agreement, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 42, upon the happening of any one of the following events:

26.01.1 The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (Court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

26.01.2 By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void, and of no effect unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

26.01.2.1 By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

26.01.3 The CONTRACTOR has defaulted, by failing or refusing to pay in a timelymanner the liquidated damages or other monies due the CITY and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

26.01.4 The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by CITY to do so; or

26.01.5 In the event that the monies due the CITY under Section 26.01.3 above or an unsatisfied final judgment under Section 26.01.4 above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the CITY Attorney; or

26.01.6 The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions, or covenants in this Agreement, including satisfactory conformance with the service levels prescribed herein, or any of the rules and regulations promulgated by the CITY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the City Representative relative thereto; provided that said default is not cured within thirty (30) calendar days of receipt of written notice by the CITY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by the CONTRACTOR of written demand from the CITY to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof. In any dispute

concerning failure to remedy or diligence in pursuing a cure, the CONTRACTOR shall have the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, on the forth (4th) Work Day the CITY may secure the CONTRACTOR'S land, equipment, records, and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Agreement: provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of the CITY under this Agreement to the CONTRACTOR shall cease and this Agreement may be deemed terminated by the CITY

26.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that the CONTRACTOR'S record of performance show that the CONTRACTOR has frequently, regularly, or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the CITY and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator," shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative, and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Agreement. A history of liquidated damages imposed pursuant to Article 22 may be used as a basis for deeming the CONTRACTOR to be a habitual violator; however, any failure to have imposed liquidated damages where applicable shall not prevent use of the CONTRACTOR's underlying failures from consideration for determining a habitual violator. In the event of any such subsequent default, the CITY may terminate this Agreement upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and all contractual fees due hereunder, plus any and all charges and interest, shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall proceed to cease any further performance under this Agreement.

26.03 Effective Date. In the event of the aforesaid events specified above, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified Services. The CONTRACTOR for failure to perform shall reimburse the CITY all direct and indirect costs of providing interim Collection Services.

26.04 Immediate Termination. CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Agreement, CONTRACTOR fails to provide the proof of insurance as required by this Agreement, or CONTRACTOR offers or gives any gift prohibited by CITY administrative policy.

26.05 Termination Cumulative. CITY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

26.06 Excuse From Performance.

26.06.1 The PARTIES shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of Uncontrollable Circumstances. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide Collection Servicesdue to the unwillingness or failure of the third party to provide reasonable assurance of the safetyof CONTRACTOR'S employees while providing Collection Services or to make reasonable accommodations with respect to Container placement and point of delivery, time of Collection or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance and provided further that the foregoing excuse shall be conditioned on CONTRACTOR'S cooperation in making Collection at different times and in different locations.

26.04.2 The party claiming excuse from performance shall, within a reasonable period of time under the circumstances but no later than two (2) calendar days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

26.04.3 In the event that either party validly exercises its rights under this Section, the other party hereby waives any claim against the exercising party for any damages sustained thereby, including, without limitation, liquidated damages.

26.04.4 The partial or complete interruption or discontinuance of CONTRACTOR'S Services caused by one or more of the Uncontrollable Circumstances described in this Article shall not constitute a default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, (1) the existence of an excuse from performance will not affect CITY'S right to perform Collection Services under Section 26.01.6; and (2) if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, other than as the result of third party labor disputes where service cannot be provided for reasons described earlier in this Section, CITY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) calendar days' notice, in which case the provisions of Article 26 shall apply.

ARTICLE 27. MODIFICATIONS TO THE AGREEMENT

27.01 Agreement Modifications and Changes in Law. The CITY and the CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future that mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions, or obligations under this Agreement. The CITY and CONTRACTOR acknowledge that, as of the date of this Agreement, legislation (including, but not limited to, SB 1383) has been enacted into law and that upon its implementation by regulatory agencies will have a significant impact on the manner in which Collection Services are provided. The CITY and CONTRACTOR agree that, as the appropriate regulatory bodies continue to develop final rules and regulations implementing such legislation, the CITY and CONTRACTOR will meet and confer as requested by CONTRACTOR or the City Representative or their designees to discuss how such rules and regulations may impact the Services provided and CONTRACTOR's costs under this Agreement. Prior to such meet and confer period, CONTRACTOR agrees to minimize actions (such as replacement of Collection vehicles) that may be affected by such rules and regulations.

The CONTRACTOR agrees that the terms and provisions of the CITY Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Service Recipients of the CONTRACTOR located within the Service Area. In the event that any future Change in Law or regulation applicable to this Agreement (including, without limitation, pursuant to the preceding paragraph), modifications to the CITY Municipal Code, or directed changes by the CITY materially alters the obligations of the CONTRACTOR, then the affected compensation as established under this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The CITY and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement, which may be required in order to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, the CITY and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the Services or other obligations required of the CONTRACTOR due to any modification in this Agreement under this Article. The CITY and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

27.02 City-Directed Changes. CITY may direct CONTRACTOR to perform additional services (including new Diversion programs, additional public education activities, etc.), eliminate programs, or modify the manner in which it performs existing Services. Changes in the minimum Diversion requirement set forth in Article 6 of this Agreement, direction of Residential Waste, Commercial Waste, City Waste, or Recyclable Materials to a Disposal or Processing facility other than that selected by the CONTRACTOR, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Service Recipients are included among the kinds of changes which CITY may direct. CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

27.03 Service Proposal. Within thirty (30) calendar days of receipt of a request for a service change from the CITY, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type of Carts or Bins to be utilized.
- Provision for program publicity, education, and marketing.
- Five (5) year projection of the financial results of the program's operations in anoperating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing Services.

27.04 CONTRACTOR acknowledges and agrees that CITY may permit other contractors or companies besides CONTRACTOR to provide additional Collection Services and such other Services not otherwise contemplated if CONTRACTOR and CITY cannot agree on terms and conditions, including compensation adjustments, of such Services in one hundred twenty (120) calendar days from the date when CITY first requests a proposal from CONTRACTOR to perform such Services.

27.05 Monitoring and Evaluation. If the CITY requests, the CONTRACTOR shall meet with the CITY to describe the progress of each new program and other Service issues. If applicable, CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage Diverted by material type, the end use or Processor of the Diverted materials and the cost per ton for Transporting and Processing each type of material and other such information requested by the CONTRACTOR and/or CITY necessary to evaluate the performance of each program.

27.05.1 At each meeting, the CITY and CONTRACTOR shall have the opportunity to discuss revisions to the program. The CITY shall have the right to terminate a program if, in its sole discretion, the CONTRACTOR is not cost effectively achieving the program's goals and objectives. Prior to such termination, the CITY shall meet and confer with the CONTRACTOR for a period of up to ninety (90) calendar days to resolve the CITY'S concerns. Thereafter, the CITY may utilize a third party to perform these Services if the CITY reasonably believes the third party can improve on CONTRACTOR'S performance and/or cost. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

27.06 Agreement Performance Review. The CITY may conduct, and CONTRACTOR shall cooperate with, one or more performance reviews at any point during the Term of this Agreement to verify CONTRACTOR has fulfilled operational obligations under this Agreement. The purpose of such review shall be, without limitation, to determine if CONTRACTOR has met the performance standards described in this Agreement. CITY may choose to enlist professional service providers that are reasonably acceptable to CONTRACTOR to perform such reviews, and CONTRACTOR shall be required to pay CITY'S actual costs for such services up to fifty thousand dollars ($50,000) per performance review, which shall be a pass-through cost included in the Collection Service Rates in the subsequent Agreement Year. CONTRACTOR shall cooperate with the CITY

and its agents during the review process. If any noncompliance with the Agreement is found, the CITY may direct the CONTRACTOR to correct the inadequacies. Performance and service quality review hearings may be scheduled by the CITY at its discretion throughout the Term of this Agreement.

27.07 Agreement Compensation Review. Once every three (3) years, the CONTRACTOR may request that CITY, or CITY may on its own initiative, conduct a compensation review to verify CONTRACTOR'S compensation is and will be consistent with an operating ratio not greater than 90%. CONTRACTOR shall fully cooperate with CITY'S review. The purpose of such review shall be, without limitation, to review all of CONTRACTOR'S actual costs and revenues, excluding any costs contained in the Recyclable Materials Diversion Compensation Element and in the Organic Waste Diversion Compensation Element, and compare them to the compensation received over the same time period. CITY may choose to enlist professional service providers that are reasonably acceptable to CONTRACTOR to perform such reviews, and CONTRACTOR shall be required to pay CITY'S actual costs for such services up to fifty thousand dollars ($50,000) per review, which shall be a pass-through cost through the Collection Service Rates. CONTRACTOR shall cooperate with the CITY and its agents during the review process. The review shall be used to adjust the estimated costs that are used to calculate Rates in the next rate setting, and the next rate setting shall include an adjustment by an amount necessary to ensure that CONTRACTOR'S compensation was and is consistent with an operating ratio not greater than 90%. The PARTIES acknowledge that the review may result in an increase or decrease in rates to reflect actual costs and revenues. A new exhibit that describes the methodology for performing such review and is mutually agreeable to CITY and CONTRACTOR will be added to the Agreement within one hundred and eighty (180) days after the effective date of this Agreement.

ARTICLE 28. LEGAL REPRESENTATION

28.01 Acknowledgement. It is acknowledged that each PARTY was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both PARTIES.

ARTICLE 29. FINANCIAL INTEREST

29.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent, or employee of the CITY has a financial interest, directly or indirectly, in this Agreement, the compensation to be paid under it, and, further, that no CITY employee who acts in the CITY as a "purchasing agent," as defined in the appropriate Section of California statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR, and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

ARTICLE 30. CONTRACTOR'S PERSONNEL

30.01 Personnel Requirements. The CONTRACTOR shall employ and assign qualified personnel to perform all Services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all Applicable Laws and regulations and meet all federal, State, and local requirements related to their employment and position.

30.01.1 The CITY may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of such employee's duties.

30.01.2 CONTRACTOR'S field operations personnel shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'S employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.

30.01.3 Each driver of a Collection vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

30.01.4 Each driver of a Collection vehicle shall at all times comply with all Applicable State and federal Laws, regulations, and requirements.

30.01.5 CONTRACTOR'S employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the CITY.

30.01.6 The CONTRACTOR'S name and the customer service telephone number shall be properly displayed on all Collection vehicles.

ARTICLE 31. EXEMPT WASTE

31.01 The CONTRACTOR shall not be required to Collect or Dispose of Exempt Waste but may offer such Services. All such Collection and Disposal of Exempt Waste is not regulated under this Agreement but if provided by the CONTRACTOR, shall be in strict compliance with all federal, State, and local laws and regulations.

ARTICLE 32. INDEPENDENT CONTRACTOR

32.01 In the performance of Services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant, or employee of CITY. CONTRACTOR shall have exclusive control of the details of the Services and work performed and over all Persons performing such Services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and Subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, Contractors, or Subcontractors shall obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits that are accrued to CITY employees and CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

ARTICLE 33. LAWS TO GOVERN

33.01 The law of the State of California shall govern the rights, obligations, duties, and liabilities of CITY and CONTRACTOR under this Agreement and shall govern the interpretation of this Agreement.

ARTICLE 34. CONSENT TO JURISDICTION

34.01 The PARTIES agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Court of Alameda County, State of California, or in the United States District Court for the Northern District of California to the fullest extent permissible by law. Each PARTY consents to service of process in any manner authorized by California law.

ARTICLE 35. ASSIGNMENT

35.01 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY. The CITY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the CITY shall be null and void and shall be grounds for the CITY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the CITY under this Agreement to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other Person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

35.02 The use of a Subcontractor to perform Services under this Agreement shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the City Representative to subcontract such Services and the City Representative has approved a Subcontractor who will perform such Services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR'S Subcontractors and any compensation due or payable to CONTRACTOR'S Subcontractor shall be the sole responsibility of CONTRACTOR. CONTRACTOR shall maintain all subcontracts or a list of terms, with Subcontractors and make subcontracts or lists available to the City Representative, upon request. The City Representative shall have the right to require the removal of any approved Subcontractor for reasonable cause. As of the Effective Date of the Agreement, the CITY has authorized the use of the Approved Facilities and a Subcontractor for Household Hazardous Waste Collection, as described in Exhibit G and Exhibit F.

35.03 For purposes of this Article when used in reference to CONTRACTOR, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty-one percent (51%) of CONTRACTOR' s assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock

issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR' s property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

35.03.1 Notwithstanding the foregoing, "assignment" shall not include a sale, exchange or other transfer of outstanding voting securities of CONTRACTOR to other Members in CONTRACTOR, or from an existing Member to such Member's family members or trusts of which such Member's family members are the beneficiaries.

35.04 CONTRACTOR acknowledges that this Agreement involves rendering a vital service to CITY'S residents and businesses, and that CITY has selected CONTRACTOR to perform the Services specified herein based on (i) CONTRACTOR'S experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste management practices, and (ii) CONTRACTOR'S financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement.

CITY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the Services to be rendered by CONTRACTOR under this Agreement.

ARTICLE 36. COMPLIANCE WITH LAWS

36.01 In the performance of this Agreement, CONTRACTOR shall comply with all Applicable Laws, regulations, ordinances, and codes of the federal, State, and local governments, including without limitation the CITY Municipal Code.

36.02 CITY shall provide written notice to CONTRACTOR of any planned amendment to Chapter 5.32 of the CITY Municipal Code that would substantially affect the performance of CONTRACTOR'S Services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

ARTICLE 37. PERMITS AND LICENSES

37.01 CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the Term of this Agreement. CONTRACTOR shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the City Representative.

ARTICLE 38. OWNERSHIP OF WRITTEN MATERIALS

38.01 All reports, documents, brochures, public education materials, and other written, printed, electronic, or photographic materials developed by CITY or CONTRACTOR in connection with the Services to be performed under this Agreement, whether developed directly or indirectly by CITY or CONTRACTOR, shall be and shall remain the property of CITY without limitation or

restrictions on the use of such materials by CITY. CONTRACTOR shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Representative. This Article 38 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

ARTICLE 39. WAIVER

39.01 Waiver by CITY or CONTRACTOR of any breach for violation of any term covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant, or condition or any subsequent breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant, or condition of this Agreement.

ARTICLE 40. PROHIBITION AGAINST GIFTS

40.01 CONTRACTOR represents that CONTRACTOR is familiar with CITY'S prohibition against the acceptance of any gift by a CITY officer or designated employee.

CONTRACTOR shall not offer any City officer or designated employee any gifts prohibited by the CITY.

ARTICLE 41. POINT OF CONTACT

41.01 The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the City Representative.

ARTICLE 42. NOTICES

42.01 Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice by personal delivery, U.S. mail, or nationally-recognized courier addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the PARTIES designate the following as the respective Persons and places for giving of notice:

As to the CITY:
Linda Smith, City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Telephone: (925) 833-6650
Fax: (925) 833-6651
E-Mail: linda.smith@dublin.ca.gov

As to the CONTRACTOR:
Robert J. Molinaro, President
Amador Valley Industries, LLC.
P.O. Box 12617 Pleasanton, CA 94588
Telephone: (925) 846-4062

Fax: (925) 846-8058
E-Mail: Debbie@amadorvalleyindustries.com

42.02 Notices shall be effective when received at the address as specified above. Changes in the respective contact name, title, or address to which such notice is to be directed may be made by written notice. Facsimile or electronic mail transmission are acceptable notices, effective when received, however, facsimile or electronic mail transmissions received (i.e., printed or sent) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original list of items that are transmitted by facsimile or electronic mail must also be sent by personal delivery, U.S. mail, or nationally-recognized courier as required herein.

42.03 Notice by CITY to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR'S local office with confirmation sent as required above by the end of the Work Day.

ARTICLE 43. TRANSITION TO NEXT CONTRACTOR

43.01 In the event CONTRACTOR is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to assure a smooth transition of Services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files, and tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Carts and Bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of Carts and Bins, as appropriate, to CITY; including transporting such Containers to a location designated by the City Representative; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement; and providing other reports and data required by this Agreement.

ARTICLE 44. CONTRACTOR'S RECORDS

44.01 CONTRACTOR shall maintain any and all letters, 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 Service Recipients for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

44.02 CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

44.03 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Representative, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at the CITY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

44.04 Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment, or termination of CONTRACTOR'S business, CITY may, by written request or demand of any of the above named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR's successor-in-interest.

ARTICLE 45. ENTIRE AGREEMENT

45.01 This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the PARTIES hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the PARTIES hereto.

ARTICLE 46. SEVERABILITY

46.01 If any provision of this Agreement or the application of it to any Person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to Persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

ARTICLE 47. RIGHT TO REQUIRE PERFORMANCE

47.01 The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY thereafter to enforce the same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE 48. ALL PRIOR AGREEMENTS SUPERSEDED, INTENT TO RESTATE AGREEMENT

48.01 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, contracts, and understandings applicable to the matters contained in this Agreement and the PARTIES agree that there are no commitments, agreements, contracts, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, agreements, or contracts, whether oral or written.

48.02 It is the PARTIES' intent to restate the Collection Service Agreement in the form that it was following the June 16, 2020 Sixth Amendment. It is possible that during the process of preparing the restatement the drafters made unidentified errors that do not reflect text of the Collection Service Agreement as of the Sixth Amendment. Therefore, notwithstanding the foregoing Section 48.01, it is the PARTIES' intent that, to the extent that any such errors are later discovered, any portion of this Agreement (to the extent that it is part of the restatement) shall be read and interpreted to have the meaning set forth in the Collection Service Agreement as amended through the Sixth Amendment. To the extent necessary, the City Manager is hereby authorized to enter into amendments to this Agreement that correct such errors.

ARTICLE 49. HEADINGS

49.01 Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

ARTICLE 50. EXHIBITS

50.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

ARTICLE 51. EFFECTIVE DATE

51.01 This Agreement shall become effective at such time as it is properly executed by the CITY and the CONTRACTOR and the CONTRACTOR shall begin Collection Services, as covered herein, as of _____.

ARTICLE 52. C&D DEBRIS COLLECTION SERVICES

52.01 C&D Debris Collection Services. The CONTRACTOR shall provide C&D Collection Service in accordance with Exhibit B6.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF DUBLIN
A Municipal Corporation

LINDA SMITH, CITY MANAGER

Attest:

Marsha Moore, City Clerk

Approved as to Form:

John Bakker, City Attorney

CONTRACTOR
Amador Valley Industries, LLC

ROBERT J. MOLINARO, PRESIDENT
Amador Valley Industries, LLC

EXHIBIT A:
INITIAL SERVICE RATES

Placeholder for future exhibit

EXHIBIT B:
DIRECT SERVICES

EXHIBIT B
DIRECT SERVICES

The following Exhibits (B1 through B6) describe the programs that, in aggregate, represent the direct Services to be performed under the Agreement by the CONTRACTOR.

Each of the following Exhibits (B1 through B6) present the programs to be provided to each Service Recipient type. As applicable, each program description generally includes the following details:

- Type and size of Containers or service level to be offered by CONTRACTOR under each program;
- Frequency of service to be offered by CONTRACTOR;
- Location of service;
- Materials that are acceptable or prohibited within the program; and,
- Other requirements and considerations of the program.

CONTRACTOR shall provide the Services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B6 and CONTRACTOR shall promote such programs using the public education and outreach methods described in the Agreement.

EXHIBIT B1:
SINGLE-FAMILY RESIDENTIAL SERVICES

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

CONTRACTOR shall Collect Recyclable Materials placed in CONTRACTOR-provided Containers one (1) time per week from SFD Service Units and Transport all Recyclable Materials to the Materials Recovery Facility for Processing in accordance with Article 8 and this Exhibit.

Containers: Carts

Container Sizes: 32-, 64-, and 96-gallon Carts (or comparable sizes approved by the CITY). The standard Cart size shall be 64-gallon. Upon request by a SFD Service Unit, CONTRACTOR shall provide a 32-gallon or 96-gallon Cart in lieu of the standard 64-gallon Cart for no additional charge. An additional Cart may be added per the approved rate sheet.

Service Frequency: One (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Service Unit receives SFD Solid Waste Collection Service, SFD Recycling Service, SFD Organic Collection Service, and SFD Used Oil Collection Service on the same Work Day.

Service Location: Curbside within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed upon to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle, or on-premises Collection shall be available in accordance with Section 8.02, as applicable.

Acceptable Materials: Recyclable Materials

Prohibited Materials: Solid Waste, Organic Waste, C&D, Exempt Waste, Textiles.

2. Organic Waste Collection

CONTRACTOR shall Collect Organic Waste placed in CONTRACTOR-provided Carts one (1) time per week from single-family Service Units and Transport all Organic Waste to the approved Organic Waste Processing Facility.

Containers: Carts

Container Sizes: 32-, 64-, and 96-gallons (or comparable sizes approved by the CITY). The standard Cart size shall be 64-gallon. Upon request by a SFD Service Unit, CONTRACTOR shall provide a 32-gallon or 96-gallon Cart in lieu of the standard 64-gallon Cart for no additional charge. An additional Cart may be added per the approved rate sheet.

Service Frequency: One (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Service Unit receives SFD Solid Waste Collection Service, SFD Recycling Service, SFD Organic Collection Service, and SFD Used Oil Collection Service on the same Work Day.

Service Location: Curbside within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed upon to by the CONTRACTOR and Service Recipient, that will provide safe and efficient

accessibility to the CONTRACTOR'S Collection crew and vehicle, or on-premises Collection shall be available in accordance with Section 8.02, as applicable.

Acceptable Materials: Organic Waste (including both Green Waste and Food Waste, as defined)

Prohibited Materials: Recyclable Materials, Solid Waste, C&D, Exempt Waste

Other Requirements: CONTRACTOR shall purchase and distribute Organic Waste pails designed to contain Organic Waste prior to placement in the Service Recipient's Organic Waste Cart, in accordance with Section 3.07.10.

CONTRACTOR shall provide holiday tree Collection Service and holiday tree drop-off sites in accordance with this Exhibit.

3. Solid Waste Collection

CONTRACTOR shall Collect Solid Waste placed in CONTRACTOR-provided Carts one (1) time per week from single-family customers and Transport all Solid Waste to the approved Disposal Facility.

Containers: Carts

Container Sizes: 32-, 64-, and 96-gallons (or comparable sizes approved by the CITY). The standard Cart size shall be 32-gallon. Upon request by a SFD Service Unit, CONTRACTOR shall provide a 64-gallon or 96-gallon Cart in lieu of the standard 32-gallon Cart for an additional charge, per the approved rate sheet. An additional Cart may be added per the approved rate sheet.

Service Frequency: One (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Service Unit receives SFD Solid Waste Collection Service, SFD Recycling Service, SFD Organic Collection Service, and SFD Used Oil Collection Service on the same Work Day.

Service Location: Curbside within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed upon to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle, or on-premises Collection shall be available in accordance with Section 8.02, as applicable.

Acceptable Materials: Solid Waste

Prohibited Materials: Recyclable Materials, Organic Waste, C&D, and Exempt Waste

4. Used Oil Collection Service

The CONTRACTOR shall provide Used Oil Collection Service to all SFD Service Units in the Service Area in accordance with this Exhibit.

Containers: Used Oil Containers for the accumulation and set-out of Used Oil, and Used Oil Filter Containers for the accumulation and set out of Used Oil Filters

Collection Location: Used Oil Containers and Used Oil Filter Containers shall be placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the

CONTRACTOR'S Collection crew and vehicle.

Other Requirements: Non-Collection. CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-Collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the Term of the Agreement. Prior to the end of each Work Day, CONTRACTOR shall notify the City Representative, either by telephone or e- mail, of any non-Collection occurrences. If Con-Collection is because the Used Oil or Filter was placed in an improper Container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

Spillage. CONTRACTOR shall carry oil absorbent material on all Used Oil Collection vehicles and shall cleanup any Used Oil that spills during Collection that has leaked from the Used Oil or Used Oil Filter Container, or that spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

Used Oil and Used Oil Filter Container Distribution. On the next Collection day of receipt of a verbal request of CITY or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the SFD Service Unit where the Service Recipient resides with Used Oil Containers and Used Oil Filter Containers in the number requested by the CITY or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters. At the time CONTRACTOR Collects Used Oil from a SFD Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the Containers until the condition of the Container makes it inappropriate for re-use.

Handling and Processing. CONTRACTOR shall keep all Used Oil and Filters Collected pursuant to the Agreement segregated from other materials. CONTRACTOR shall Recycle the Used Oil and Used Oil Filters only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Oil and/or Filter Collected pursuant to the Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, CONTRACTOR shall Dispose of such materials, at CONTRACTOR'S own cost and expense in accordance with Applicable Law.

5. Large Item Collection Service

The CONTRACTOR shall provide Large Item Collection Service to all SFD Service Units in the Service Area in accordance with this Exhibit.

Collection Time: 6:00 a.m. on the day of Large Item Collection Service

Collection Location: Within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such time and location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

Service Level: The Service Recipient shall be limited to seven (7) cubic yards of Large Items per Collection. Accordingly, CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of this limitation in accordance with the "Additional Large Item Collection" service rate as set by the CITY and as may be adjusted under the terms of the Agreement.

Frequency: Each SFD Service Unit in the Service Area shall be entitled to receive Large Item Collection Service up to three (3) times per Agreement Year. Large Item Collection Service shall be provided within seven (7) Work Days of receipt of the request on a day agreed to by CONTRACTOR and such SFD Service Unit, except in instances this conflicts with Textile Collection.

Accepted Materials: Large Items

Prohibited Materials: CONTRACTOR shall not be required to provide Large Item Collection Service if the items left for Collection include Exempt Waste, Used Oil, more than four (4) tires, or items that are not Large Items. CONTRACTOR may also develop rules and policies, subject to CITY approval, that allow it to reject Large Items that are not appropriately bundled or containerized.

Other Requirements: CONTRACTOR shall source separate Reusable Materials, Recyclable Materials, and Organic Waste during the Large Item Collection Service and Transport such materials to the appropriate Approved Processing Facility for each material type. Unless otherwise specified by Applicable Law, CONTRACTOR shall Process and/or Dispose of Large Items Collected in accordance with the following hierarchy: (i) reuse as is (where energy efficiency is not compromised); (ii) disassemble for reuse or Recycling; (iii) Recycle or Compost; and if none of the other options are practicable, (iv) Dispose.

CONTRACTOR shall promote, manage, staff, operate and administer the Large Item Collection Service in a manner designed to encourage its wide use by Residential occupants. More specifically, but without limiting the generality of the foregoing, CONTRACTOR shall promote the Service annually in the annual Collection brochure and on CONTRACTOR'S website. CONTRACTOR shall obtain CITY approval of all public announcements related to the Large Item Collection Service. CONTRACTOR shall also consider implementing other reasonable promotions of this Service suggested by CITY.

6. Quarterly Textile Collection

On a quarterly basis, CONTRACTOR shall Collect Textiles from SFD Service Units in accordance with this Exhibit, at no additional cost to the Service Recipient.

Containers: Service Recipient-provided bags

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

Service Level: No volume limit.

Service Frequency: Quarterly, during one (1) week periods mutually determined by the CITY and CONTRACTOR.

Service Location: Within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient

Scheduling: Service Recipient shall call CONTRACTOR seven (7) Work Days in advance to receive such Service.

Acceptable Materials: Textiles

Prohibited Materials: Solid Waste, Organic Waste, Recyclable Materials, Large Items, and Reusable Items other than acceptable Textiles.

Other Requirements: During the one (1) week period in which Textiles are Collected, the CONTRACTOR will not be required to make Large Item Collection Service pick-ups. To the extent they are properly set out for Collection, Textiles shall be Collected and delivered to the Approved Textile Facility for Processing. CITY may direct CONTRACTOR to deliver Textiles to an alternative location. CONTRACTOR shall develop and provide notification to Service Recipients that includes the Textile Collection schedule, an indication of acceptable and prohibited Textiles, and the placement requirements. Such notifications shall be provided in the annual Collection brochure and on CONTRACTOR'S website.

7. Holiday Tree Collection

A. **Curbside Holiday Tree Collection.** CONTRACTOR shall Collect holiday trees from all SFD Service Units to supplement, but not replace, the Collection program offered by the CITY-approved local community groups, including but not limited to the Boy Scouts. CONTRACTOR shall offer SFD Service Units Collection of holiday trees on an annual basis during the period commencing the Monday after CITY-approved local community groups, have completed their Collection, and ending on the last regularly scheduled Collection day of January for each specific Collection route. This schedule is subject to change with written permission from the CITY to accommodate Collection scheduling of the CITY-approved local community groups. Holiday trees shall be Collected on the regular Collection day for each SFD Service Unit.

B. **Holiday Tree Drop-Off Sites**. CONTRACTOR shall supply three (3) Roll-Off Containers, to be placed at three (3) different locations determined by the CITY, to provide a drop-off location for holiday trees. The CONTRACTOR shall service the holiday tree Roll- Off Containers on a regular basis and keep the surrounding area free of any debris. CONTRACTOR shall deliver the three (3) Roll-Off Containers to sites specified by the CITY on the first (1st) business day after December 25, and shall service the Roll-Off Containers until the third (3rd) Monday of January.

C. **Collection and Processing.** Holiday trees Collected by the CONTRACTOR shall be kept separately from other Solid Waste and shall be delivered to the approved Green Waste Processing Facility, Organic Waste Processing Facility, or other CITY-approved entity for Processing, in accordance with the Agreement and Applicable Law. Holiday trees shall be handled in a manner deemed to constitute a reduction in landfill Disposal in accordance with AB 939 and SB 1383, and shall not be

used as ADC or AIC. Holiday trees that are flocked, contain tinsel or other decorations may not be Collected via the holiday tree Collection program, where instead customers may Dispose of them in their grey Cart, request an extra pick-up, per the approved rate, or use the Large Item Collection program for their Disposal.

8. Household Battery Collection

CONTRACTOR shall Collect Household Batteries from SFD Service Units in accordance with the Agreement and this Exhibit.

Location:	On top of the Recyclable Materials Cart
Containers:	Customer-provided, heavy duty zip lock bag that is sealed
Frequency:	Once per week, on the customer's regularly scheduled Collection day
Acceptable Materials:	Household Batteries
Other Requirements:	To the extent they are properly set out for Collection, Household Batteries shall be Collected and delivered for safe Disposal and/or Processing.

EXHIBIT B2:
MULTI-FAMILY RESIDENTIAL SERVICES

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

The CONTRACTOR shall provide MFD Recycling Service to all MFD Service Units in the Service Area in accordance with Article 9 and this Exhibit. CONTRACTOR shall Collect Recyclable Materials placed in CONTRACTOR-provided Containers from multi-family customers and shall Transport all Recyclable Materials to the Approved Facility for Processing.

Containers:	Carts, Bins
Container Sizes:	32-, 64-, and 96-gallon Carts; and, 1-, 2-, 3-, 4-, 6-, and 7-cubic yard Bins (or comparable sizes approved by the CITY).
Frequency:	Each service shall be provided at least once every week and up to five (5) times per week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09, the Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Recyclable Material need be placed outside the Bin or Cart on a regular basis.
Service Location:	Curbside or other location agreed upon by Service Recipient and CONTRACTOR. On-premises service may be provided in accordance with Section 9.01.1.
Acceptable Materials:	Recyclable Materials
Prohibited Materials:	Organic Waste, Solid Waste, C&D, Exempt Waste
Other Requirements:	CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and service Containers, in accordance with Section 9.01.1. MFD Service Units may use Cart(s) or Bin(s) for Recyclable Materials Collection that are shared by the occupants of the MFD Service Units.

2. Organic Waste Collection

CONTRACTOR shall Collect Organic Waste in CONTRACTOR-provided Containers not less than one (1) time per week from MFD Service Recipients and Transport all Organic Waste to the Approved Organic Waste Processing Facility.

Containers:	Carts, Bins
Container Sizes:	32-, 64-, and 96-gallon Carts; and, 1-, 2-, 3-, and 4-cubic yard Bins (or comparable sizes approved by the CITY and subject to the CONTRACTOR'S ability to safely Collect).
Frequency:	Each service shall be provided at least once every week and up to five (5) times per week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09, the

Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.

The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Organic Waste needs to be placed outside the Bin or Cart on a regular basis.

Service Location: Curbside or other location agreed upon by Service Recipient and CONTRACTOR. On-premises service may be provided in accordance with Section 9.01.1.

Acceptable Materials: Organic Waste (including both Green Waste and Food Waste, as defined)

Prohibited Materials: Recyclable Materials, Solid Waste, C&D, Exempt Waste.

Other Requirements: CONTRACTOR shall purchase and distribute Organic Waste pails designed to contain Organic Waste prior to placement in the Service Recipient's Organic Waste Container, in accordance with Section 3.07.10.

CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and empty Containers, in accordance with Section 9.01.1.

MFD Service Units may use Cart(s) or Bin(s) for Organic Waste Collection that are shared by the occupants of the MFD Service Units.

3. Solid Waste Collection

CONTRACTOR shall Collect Solid Waste placed in CONTRACTOR-provided Containers not less than one (1) time per week from multi-family customers and Transport all Solid Waste to the Approved Facility for Disposal.

Containers: Carts, Bins

Container Sizes: 32-, 64-, and 96-gallon Carts; and, 1-, 2-, 3-, 4-, 6-, and 7-cubic yard Bins (or comparable sizes approved by the CITY).

Frequency: Each service shall be provided at least once every week and up to five (5) times per week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09, the Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.

The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste need be placed outside the Bin or Cart on a regular basis.

Service Location: Curbside or other location agreed upon by Service Recipient and CONTRACTOR. On-premises service may be provided in accordance with Section 9.01.1

Acceptable Materials: Solid Waste

Prohibited Materials: Recyclable Materials, Organic Waste, C&D, and Exempt Waste

Other Requirements: CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and service Containers, in accordance with Section 9.01.1.

MFD Service Units may use Cart(s) or Bin(s) for Solid Waste Collection that are shared by the occupants of the MFD Service Units.

4. Used Oil and Filter Collection

The CONTRACTOR shall provide Used Oil Collection Service to all participating MFD Service Units in the Service Area in accordance with this Exhibit.

Containers: Used Oil Containers for the accumulation and set out of Used Oil and Used Oil Filter Containers for the accumulation and set out of Used Oil Filters.

Collection Location. Used Oil Containers and Used Oil Filter Containers shall be placed in a Collection box at a location that has been agreed to by the CONTRACTOR, and management of the MFD Service Unit that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

Frequency: This service shall be provided once every week on a scheduled route basis on the same Work Day as MFD Solid Waste, Organic Waste, or Recycling Collection Service. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09, the Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.

Acceptable Materials: Used Oil and Used Oil Filters

Prohibited Materials CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter.

Other Requirements Non-Collection In the event of non-Collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made. Prior to the end of the Work Day, CONTRACTOR shall notify the City Representative, either by telephone or e-mail, of any non-Collection occurrences. If non-Collection is because the Used Oil or Filter was placed in an improper Container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters per Dwelling Unit, along with the Non-Collection Notice.

Spillage. CONTRACTOR shall carry oil absorbent material on all Used Oil Collection vehicles and shall cleanup any Used Oil that spills during Collection that has leaked from the Used Oil or Used Oil Filter Container, or that spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

Used Oil and Used Oil Filter Container Distribution. Within three (3) Work Days of receipt of request for Used Oil Collection Services, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Service Recipient or management of the MFD Service Unit with a sufficient number of Collection boxes for the storage of Used Oil and Used Oil Filters. Each Collection box shall contain six (6) Used Oil Containers, three (3) Used Oil Filter Containers. and one oil funnel. At the time CONTRACTOR Collects Used Oil from a MFD Service Unit, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the Containers until the condition of the Container makes it inappropriate for re-use.

Handling and Processing. CONTRACTOR shall keep all Used Oil and Filters Collected pursuant to the Agreement segregated from other materials. CONTRACTOR shall Recycle the Used Oil and Used Oil Filters only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Oil and/or Filter Collected pursuant to the Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, CONTRACTOR shall Dispose of such materials, at CONTRACTOR'S own cost and expense in accordance with Applicable Law.

5. Large Item Collection Service

The CONTRACTOR shall provide Large Item Collection Service to all MFD Service Units in the Service Area at the times and in a manner agreed to between the CONTRACTOR and the MFD Service Unit management, in accordance with Exhibit H and this Exhibit. Commencing July 1, 2023, Large Item Collection Service shall be provided to all MFD Service Units in the Service Area in accordance with the pilot program described in Exhibit H, unless such Large Item Collection Service is determined infeasible by the CITY during the pilot program described in Exhibit H.

Service Level:	The service shall be limited to the Collection of a maximum number of cubic yards of material per Agreement Year calculated by multiplying the number of Dwelling Units in the Service Unit by seven (7) cubic yards.
Frequency:	Party responsible for MFD Service Unit property management or Dwelling Unit the MFD Service Unit (as determined by 2022 Pilot Program described in Exhibit H) of, may schedule Large Item Collection Service up to three (3) times per tenant per Agreement Year for no cost up until the MFD Service Unit exceeds the seven (7) cubic yard per Dwelling Unit annual maximum. Large Item Collection Service shall be provided within seven (7) Work Days of receipt of the request, unless there is a conflict with the Textile Collection program.
Other Requirements	Accordingly CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of this limitation in accordance with the "Additional Large Item Collection" service rate as set by the CITY and as may be adjusted under the terms of the Agreement.
Acceptable Materials	Large Items

Prohibited Materials CONTRACTOR shall not be required to provide Large Item Collection Service if the items left for Collection include Exempt Waste, Used Oil, Construction and Demolition Debris, more than four (4) tires, or items that are not Large Items. CONTRACTOR may also develop rules and policies, subject to CITY approval, that allow it to reject Large Items that are not appropriately bundled or containerized.

Other Requirements CONTRACTOR may adopt reasonable regulations, subject to CITY approval, to ensure that Large Items are appropriately staged for efficient and economical Collection and Processing. Such regulations may include a requirement that materials be placed in the agreed-upon location prior to 6:00 a.m. on pick-up day, that only Large Items be placed in the Roll-Off Container, and that the customer is liable for a reasonable extra handling charge for failure to conform to such regulations. Large Items may be Collected in Roll-Off Containers. If a Roll-Off Container is used to Collect non-working Large Items, CONTRACTOR and MFD Service Unit management must identify a separate location to stage Reusable Materials and Recyclable Materials for pick-up, including, but not limited to, E-Waste, mattresses, and tires, for separate Collection using a flatbed truck.

CONTRACTOR shall source separate Reusable Materials, Recyclable Materials, and Organic Waste during the Large Item Collection Service and Transport such materials to the appropriate Approved Processing Facility for each material type. Unless otherwise specified by Applicable Law, CONTRACTOR shall handle Large Items Collected in accordance with the following hierarchy: (i) reuse as is (where energy efficiency is not compromised); (ii) disassemble for reuse or Recycling; (iii) Recycle or Compost; and if none of the other options are practicable, (iv) Dispose.

CONTRACTOR shall promote, manage, staff, operate and administer the Large Item Collection Service in a manner designed to encourage its wide use by Residential occupants. More specifically, but without limiting the generality of the foregoing, CONTRACTOR shall promote the service annually on its website and by direct mailing and emailing a Large Item Collection Service guide to each MFD Service Unit management and to each Dwelling Unit of the MFD Service Unit (to be determined by 2022 Pilot Program described in Exhibit H). CONTRACTOR shall also provide an electronic Large Item Collection Service guide that the MFD Service Unit management can use to educate residents about the Large Item Collection Services. CONTRACTOR shall obtain CITY approval of all public announcements related to the Large Item Collection Service. CONTRACTOR shall also consider implementing other reasonable promotions of this Service suggested by CITY.

6. Quarterly Textile Collection

CONTRACTOR shall Collect Textiles from MFD Service Units in accordance with this Exhibit.

Location: A Location agreed to by the CONTRACTOR and MFD Service Unit management

Containers: Service Recipient-provided bags

Frequency: One (1) week period quarterly, as mutually determined by the CITY and the CONTRACTOR. Textile Collection Service shall be provided during the one (1) week period quarterly. MFD Service Unit management shall call CONTRACTOR seven (7) Work Days in advance to receive such Service.

Other Requirements To the extent they are properly set out for Collection, Textiles shall be Collected and delivered to the Approved Textile Facility for Processing or, upon CITY request, an alternative reuse facility. CITY may direct CONTRACTOR to deliver Textiles to an alternative location.

CONTRACTOR shall develop and provide notification to MFD Service Unit management that includes the Textile Collection schedule, an indication of acceptable and prohibited Textiles, and the placement requirements. Such notifications shall be provided by direct mailing and emailing. CONTRACTOR shall develop educational material that can be distributed to property residents by the MFD Service Unit management to promote participation in the Textile Collection program.

7. Monthly Household Battery Collection

CONTRACTOR shall Collect Household Batteries from the Household Battery Collection boxes located in MFD Service Units in accordance with the Agreement and this Exhibit.

Location: A location agreed to by the CONTRACTOR and MFD Service Unit management

Containers: CONTRACTOR-provided Household Battery Collection boxes

Frequency: On-call, but no less frequently than once per month, as mutually determined by the CONTRACTOR and MFD Service Unit management. In the event that the Household Battery Collection box is not full, MFD Service Unit management shall call CONTRACTOR seven (7) Work Days in advance to cancel or reschedule the previously determined Collection date.

Acceptable Materials: Household Batteries

Other Requirements: To the extent they are properly set out for Collection, Household Batteries shall be Collected and delivered for safe Disposal and/or Processing.

CONTRACTOR shall develop and provide notification to MFD Service Unit management that includes the Household Battery Collection schedule, an indication of acceptable and prohibitable batteries, and the placement requirements. Such notifications shall be provided by direct mailing and emailing. CONTRACTOR shall develop educational material that can be distributed to property residents by the MFD Service Unit management to promote participation in the Household Battery Collection program.

EXHIBIT B3:
COMMERCIAL SERVICES

EXHIBIT B3
COMMERCIAL SERVICES

1. Recyclable Materials Collection

The CONTRACTOR shall provide Commercial Recycling Service to all Commercial Service Units in the Service Area in accordance with this Exhibit and Transport all Recyclable Materials to the Approved Facility for Processing.

Containers: Carts, Bins

Container Sizes: 32-, 64-, and 96-gallon Carts (or comparable size Carts approved by the CITY); 1-, 2-, 3-, 4-, 6-, and 7-cubic yard Bins (or comparable sizes approved by the CITY), as requested by customer.

Service Frequency: At least one (1) time per week and up to five (5) days per week, Monday through Friday, on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09, the Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.

Service Location: Curbside or location agreed upon by CONTRACTOR and Service Recipient at the Commercial Premises per Section 10.01.2.

Acceptable Materials: Recyclable Materials

Prohibited Materials: Organic Waste, Solid Waste, C&D, Exempt Waste

Other Requirements: The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Recyclable Material need be placed outside the Bin or Cart on a regular basis. CITY retains the right to require modifications to service levels and CONTRACTOR shall respond in accordance with Section 10.01.1. CONTRACTOR shall handle instances of repeated overflow in accordance with Section 10.01.4.

CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and empty Containers, in accordance with Section 10.01.2.

CONTRACTOR shall conduct Commercial Waste audits, in accordance with Section 10.02.

2. Organic Waste Collection

CONTRACTOR shall provide Commercial Organics Service to all Commercial Service Units in the Service Area in accordance with this Exhibit, and Transport all Organic Waste to the approved Organic Waste Processing Facility for Processing.

Containers: Carts, Bins

Container Sizes: 32-, 64-, and 96-gallon Carts (or comparable size Carts approved by the CITY); 1-, 2-, 3-, and 4-cubic yard Bins (or comparable sizes approved by the CITY and subject to the CONTRACTOR'S ability to safely Collect), as requested by

customer.

Service Frequency: At least one (1) time per week and up to six (6) days per week, Monday through Saturday, on a scheduled route basis. Saturday Collection will only be provided to customers that request Collection for a minimum of three (3) service days during the week (Monday through Friday). However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09, the Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.

Service Location: Curbside or location agreed upon by CONTRACTOR and Service Recipient at the Commercial Premises per Section 10.01.2.

Acceptable Materials: Organic Waste

Prohibited Materials: Recyclable Materials, Solid Waste, C&D, Exempt Waste

Other Requirements: The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Organic Waste needs to be placed outside the Container on a regular basis. CITY retains the right to require modifications to service levels and CONTRACTOR shall respond in accordance with Section 10.01.1. CONTRACTOR shall handle instances of repeated overflow in accordance with Section 10.01.4.

CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and empty Containers, in accordance with Section 10.01.2.

If requested by the Service Recipient, CONTRACTOR shall provide Commercial Service Units with a watertight Container for indoor storage of Commercial Organic Waste prior to placing the waste in the Organic Waste Containers, as specified in Section 3.07.12.

CONTRACTOR shall conduct Commercial Waste audits, in accordance with Section 10.02.

3. Solid Waste Collection

CONTRACTOR shall provide Commercial Solid Waste Service to all Commercial Service Units in the Service Area in accordance with this Exhibit B3, and Transport all Organic to the Approved Disposal Facility.

Containers: Carts, Bins

Container Sizes: 32-, 64-, and 96-gallon Carts (or comparable size Carts approved by the CITY); 1-, 2-, 3-, 4-, 6-, and 7-cubic yard Bins (or comparable sizes approved by the CITY), as requested by customer.

Service Frequency: At least one (1) time per week and up to six (6) days per week, Monday through Saturday, on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09 , the Collection day may be adjusted in a manner agreed to between the Service

	Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.
Service Location:	Curbside or location agreed upon by CONTRACTOR and Service Recipient at the Commercial Premises per Section 10.01.2.
Acceptable Materials:	Solid Waste
Prohibited Materials:	Organic Waste, Recyclable Materials, C&D, Exempt Waste
Other Requirements:	The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste needs to be placed outside the Container on a regular basis. CITY retains the right to require modifications to service levels and CONTRACTOR shall respond in accordance with Section 10.01.1. CONTRACTOR shall handle instances of repeated overflow in accordance with Section 10.01.4. CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and empty Containers, in accordance with Section 10.01.2. CONTRACTOR shall conduct Commercial Waste audits, in accordance with Section 10.02.

EXHIBIT B4:
CITY SERVICES

EXHIBIT B4
CITY SERVICES

1. Recyclable Materials Collection

The CONTRACTOR shall provide City Recycling Service to all City Service Units in the Service Area in accordance with this Exhibit and Transport all Recyclable Materials to the Approved Facility for Processing. City Service Units that are owned by the CITY but leased to an outside entity fall under Commercial Services, Exhibit B3, per the approved rates.

Containers:	Carts, Bins
Container Sizes:	32-, 64-, and 96-gallon Carts (or comparable size Carts approved by the CITY); 1-, 2-, 3-, 4-, 6-, and 7-cubic yard Bins (or comparable sizes approved by the CITY), as requested by CITY.
Service Frequency:	At least one (1) time per week and up to five (5) days per week, Monday through Friday on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09, the Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.
Service Location:	Curbside or location agreed upon by CONTRACTOR and Service Recipient at the City Premises.
Acceptable Materials:	Recyclable Materials
Prohibited Materials:	Organic Waste, Solid Waste, C&D, Exempt Waste
Other Requirements:	The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the CITY and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Recyclable Material need be placed outside the Bin or Cart on a regular basis**.** CITY retains the right to require modifications to service levels and CONTRACTOR shall respond in accordance with Section 10.01.1. CONTRACTOR shall handle instances of repeated overflow in accordance with Section 10.01.4. CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and empty Containers, in accordance with Section 11.01.1. CONTRACTOR shall conduct CITY waste audits, in accordance with Section 10.02.

2. Organic Waste Collection

CONTRACTOR shall provide City Organics Service to all City Service Units in the Service Area in accordance with this Exhibit, and Transport all Organic to the applicable Approved Facility for Processing. City Service Units that are owned by the CITY but leased to an outside entity fall under Commercial Services, Exhibit B3, per the approved rates.

Containers:	Carts, Bins
Container Sizes:	32-, 64-, and 96-gallon Carts (or comparable size Carts approved by the CITY); 1-,

2-, 3-, and 4-cubic yard Bins (or comparable sizes approved by the CITY), as requested by CITY.

Service Frequency: At least one (1) time per week and up to six (6) days per week, Monday through Saturday, on a scheduled route basis. Saturday Collection will only be provided to customers that request a minimum of three (3) service days during the week (Monday through Friday). However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09, the Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.

Service Location: Curbside or location agreed upon by CONTRACTOR and Service Recipient at the Commercial Premises.

Acceptable Materials: Organic Waste

Prohibited Materials: Recyclable Materials, Solid Waste, C&D, Exempt Waste

Other Requirements: The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the CITY and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Organic Waste needs to be placed outside the Container on a regular basis. CITY retains the right to require modifications to service levels and CONTRACTOR shall respond in accordance with Section 10.01.1. CONTRACTOR shall handle instances of repeated overflow in accordance with Section 10.01.4.

CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and empty Containers, in accordance with Section 11.01.1.

CONTRACTOR shall conduct CITY waste audits, in accordance with Section 10.02.

3. Solid Waste Collection

CONTRACTOR shall provide City Solid Waste Service to all City Service Units in the Service Area in accordance with this Exhibit, and Transport all Organic to the Approved Disposal Facility. City Service Units that are owned by the CITY but leased to an outside entity fall under Commercial Services, Exhibit B3, per the approved rates.

Containers: Carts, Bins

Container Sizes: 32-, 64-, and 96-gallon Carts (or comparable size Carts approved by the CITY); 1-, 2-, 3-, 4-, 6-, and 7-cubic yard Bins (or comparable sizes approved by the CITY), as requested by customer.

Service Frequency: At least one (1) time per week and up to six (6) days per week, Monday through Saturday, on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday, as set forth in Section 3.09, the Collection day may be adjusted in a manner agreed to between the Service Recipient and the CONTRACTOR as long as service is received a minimum of one (1) time per week.

EXHIBIT B4
CITY SERVICES

Service Location: Curbside or location agreed upon by CONTRACTOR and Service Recipient at the City Premises.

Acceptable Materials: Solid Waste

Prohibited Materials: Organic Waste, Recyclable Materials, C&D, Exempt Waste

Other Requirements: The size of the Bin or Cart and the frequency (above the minimum) of Collection shall be determined between the CITY and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste needs to be placed outside the Container on a regular basis. CITY retains the right to require modifications to service levels and CONTRACTOR shall respond in accordance with Section 10.01.1. CONTRACTOR shall handle instances of repeated overflow in accordance with Section 10.01.4.

CONTRACTOR shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other Services as reasonably necessary to access and empty Containers, in accordance with Section 11.01.1.

CONTRACTOR shall conduct CITY waste audits, in accordance with Section 10.02.

4. Roll-Off Container Service

A. **Conditions of Service.** Upon receipt of notice from the City Representative, CONTRACTOR shall provide Roll-Off Container Service for the Collection of Large Items at no additional cost to the CITY. CONTRACTOR shall deliver and pick-up the Roll-Off Containers at the direction of the City Representative. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the CITY Service Unit location for delivery, and the number of and size of the Roll-Off Containers to be delivered. Roll-Off Container service shall be provided within three (3) working days of receipt of notice or on such date as indicated in the notice thereafter. The CONTRACTOR shall provide Roll-Off Container service to CITY Service Units in the Service Area up to fifteen (15) times per Agreement Year, and such Collection by the CONTRACTOR shall be limited to providing Roll-Off Containers with a cumulative total capacity of three hundred fifteen (315) cubic yards in any Agreement Year except as otherwise provided in Article 11 or this Exhibit B4. The CITY Service Unit shall not deposit dirt, rock, concrete, Exempt Waste, or Construction and Demolition Debris in the Roll-Off Containers.

B. **Condition and Placement of Roll-Off Containers.** The Roll-Off Containers shall be clean, free of graffiti, and in good repair. The Roll-Off Containers must be clearly marked and identifiable as belonging to CONTRACTOR. Roll-Off Containers shall comply with the Container standards set forth in Section 14.01.9. Special consideration shall be given when determining the delivery and pickup area for the Roll-Off Containers to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. If the Service Recipient and the CONTRACTOR cannot agree on a delivery and pick up area, the area shall be determined by the City Representative. In addition, if, in the opinion of the City Representative, the delivery and pick up area is inappropriate, the City Representative may require the CONTRACTOR to relocate the Roll-Off Container.

C. **Calculation of Maximum Cubic Yardage Capacity of Roll-Off Containers Per Agreement Year**. The CITY may obtain a Roll-Off Container of any given capacity so long as the total cubic yards remaining to the CITY out of three hundred fifteen (315) total yards is greater than or equal to one-half (1/2)

of the size of the Container ordered, and further provided that the order will not result in the CITY receiving Roll-Off Container service more than fifteen (15) times in an Agreement Year. For example, if the CITY has received fourteen (14) Roll-Off Containers with a total capacity of three hundred (300) cubic yards, the CITY could request a Roll-Off Container with a maximum capacity of thirty (30) cubic yards.

5. Neighborhood Clean-Up Service

A. CONTRACTOR shall, in response to the written request of the City Representative, deliver and Collect Roll-Off Containers for use in Residential Neighborhood Clean-Up programs. Total Neighborhood Clean-Up Service Collection by the CONTRACTOR shall be limited to the equivalent of four hundred eighty (480) cubic yards in any Agreement Year. Each clean-up event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00 p.m. The City Representative shall notify CONTRACTOR in writing not less than five (5) calendar days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. As part of this service, CONTRACTOR shall provide on-site supervision at all times the Roll-Off Containers are available for Neighborhood Clean-Up Services. At such time as the Roll-Off Container is full, but not later than the end of the Neighborhood Clean-Up Service day, CONTRACTOR shall Transport and deliver the Collected materials to the Disposal Facility, Organic Waste Processing Facility, the Materials Recovery Facility, Large Item Processing Facility, or such other facility approved for each material type Collected, as approved by the City Representative. CONTRACTOR shall not comingle materials Collected and shall Collect Solid Waste, Organic Waste, Recyclable Materials, and Large Items separately during the Neighborhood Clean-Up Services and Transport the materials to the Approved Facility for each material type.

B. With the prior written consent of the City Representative, CONTRACTOR may provide for the Collection of materials at a Neighborhood Clean-up Service event in a vehicle or Container other than a Roll-Off Container. However, in the event the CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted, and Disposed in a manner that is acceptable to the CITY and Applicable Law.

6. Collection of CITY Public Containers.

CONTRACTOR shall provide Collection, Transporting, and Disposal or Processing service to those public Solid Waste, Organic Waste, Recyclable Materials, and/or Food-Soiled Paper containers (i.e., “pizza box” containers) at up to one hundred (100) locations as specified by the CITY, in place or placed by the CITY on sidewalks and other CITY properties, with the exception of CITY parks service specified in Section 3.02.16, during the Term of the Agreement. Frequency of Collection may be designated by the CITY, not to exceed six (6) times per week per Container. CONTRACTOR shall provide this service at no additional cost to CITY. In the event that public Containers are designed and able to separately contain source separated Recyclable Materials and/or source separated Organic Waste, CONTRACTOR shall Process and Divert such materials in accordance with the Agreement, and shall not commingle such materials with Solid Waste.

7. City-Sponsored Events

CONTRACTOR shall provide Solid Waste Collection and Disposal Services, Recycling and Organic Waste

EXHIBIT B4
CITY SERVICES

Collection and Processing Services, and portable toilets at up to three (3) CITY sponsored events as requested by CITY. Such Services shall be provided in such a manner that all Solid Waste, Recycling, Organic Waste, and portable toilet needs of the event are adequately and properly provided for by CONTRACTOR at no cost of any kind to the CITY. The current list of events and service needs for each event are set forth in Exhibit B5, which is attached to and included in the Agreement.

8. HHW Services

A. **HHW Drop-Off Events.** CONTRACTOR shall be responsible for promoting, managing, staffing, and operating one (1) annual drop-off event to accept Household Hazardous Waste (HHW) from residents of the CITY as described in Section 11.05. HHW to be Collected at the event shall include, at a minimum, items such as: paint, stain, varnish, thinner and adhesives; auto products such as old fuel, motor oil, oil filters and batteries: Household Batteries; cleaners and sprays; and garden products, including pesticides and fertilizers.

B. **HHW Disposal Event Plan.** CONTRACTOR shall provide HHW drop-off Service in a manner consistent with the HHW Disposal Event Plan set forth in Exhibit 10, which is attached to and included in the Agreement and the provisions of Section 11.05 and this Exhibit B4. The plan includes the use of a Subcontractor to provide the actual Services. CITY herein approves the use of Subcontractors and CONTRACTOR agrees not to replace Subcontractor without the approval of the CITY.

C. **Cost.** Except as set forth below, all costs, including but not limited to Transportation, management, administration, site selection, Processing and Disposal, related to this event shall be the responsibility of the CONTRACTOR and no additional compensation will be provided by the CITY.

D. **Advertising.** CONTRACTOR shall prepare and pay for publication of all advertisements and public announcements regarding the HHW events. CONTRACTOR shall advertise the HHW events to all SFD Service Recipients and all tenants of MFD Service Units using the CONTRACTOR'S website and direct mailings. All promotional material shall be approved by the CITY prior to release to the public. CONTRACTOR shall arrange for an appointment system to be in place to allow residents to call in to make appointments to drop-off material at the HHW events. The appointment system shall be designed to minimize waiting time for residents and to encourage participation.

E. **Event Details.** The date and site of the HHW event shall be selected by the CITY and approved by the CONTRACTOR. The CONTRACTOR shall assist the CITY in locating a site, if requested, and such site shall always be within the Municipal limits of the CITY. Each HHW event shall be held as a unique event, not combined with other events required by the Agreement, unless otherwise authorized by the City Representative. At such events, the CONTRACTOR shall accept HHW delivered by CITY residents during a seven (7) hour period. CONTRACTOR shall provide personnel that will assist with directing traffic; verifying residency of Persons delivering HHW; documenting the number of residents delivering materials; and directing residents where to unload materials. In addition, CONTRACTOR shall be responsible for managing the HHW event; supervising and directing event personnel; inspecting materials delivered to the event; separating and packaging HHW: documenting the quantity of each material type and reporting said quantities to the CITY; Transporting HHW to reuse, Recycling, and/or Processing locations; and cleaning- up the location at the end of the event. CONTRACTOR shall be prepared to accept a maximum amount of twenty (20) tons of HHW at the initial event. In the event more than twenty (20) tons of HHW are Collected at the initial event CITY will compensate CONTRACTOR in accordance with the "HHW Additional Ton

Rate" as set by the CITY. Thereafter, the maximum amount to be Collected without additional compensation shall be the prior year's maximum amount multiplied by one (1) plus the Annual Growth factor used to calculate the annual compensation adjustment as set forth in Section 5.05.1.2.

F. **Personnel.** CONTRACTOR shall provide properly trained and qualified personnel to handle, unload, package and Transport HHW to proper vendors for Recycling and Disposal. CONTRACTOR shall provide appropriate Containers for the HHW. CONTRACTOR shall make a good faith effort to minimize waiting time for residents participating in the HHW drop-off event.

G. **Reporting.** CONTRACTOR shall provide CITY with a report within thirty (30) days of the event summarizing the number of participants and the total tonnage Collected by material type. In addition, the report shall provide detail financial data regarding the cost of the event including but not limited to administrative, training, setup and cleanup, Transportation, and Processing.

9. Abandoned Waste

CONTRACTOR shall direct its Collection vehicle drivers to note the address, or other location description, where Solid Waste, Recyclable Material, C&D, and/or Organic Waste has been dumped in an apparently unauthorized manner. CONTRACTOR shall deliver the address or description to CITY within three (3) Work Days of such observation. When requested by CITY, CONTRACTOR shall dispatch a truck to Collect any abandoned waste at locations in the CITY, whether or not identified by CONTRACTOR pursuant to the foregoing sentence. CONTRACTOR shall Collect abandoned waste from such location within two (2) Work Days of receiving the verbal or written request unless special circumstances warrant a longer period, in which case CONTRACTOR shall notify the CITY of such circumstances and the need for additional time to Collect materials within twenty-four (24) hours of the CITY's verbal or written notice to Collect abandoned waste. CONTRACTOR shall be responsible for Collection, Transportation, and Processing, Recycling, or Disposal of such material. CONTRACTOR shall record the date, time, location, and description of material Collected, including estimated volume of such material; location where such material was Processed or Disposed; and cost of Disposal.

10. City Training and Outreach

Upon request by the City Representative, CONTRACTOR shall provide training for CITY staff members and service providers for CITY facilities, such as janitorial staff and landscaping contractors, about proper source separation and how to effectively participate in the CITY'S Collection program.

EXHIBIT B5:
CITY-SPONSORED EVENTS LIST

EXHIBIT B5
CITY-SPONSORED EVENTS LIST

CONTRACTOR shall provide portable restroom service and Recyclable Materials, Organic Waste, and Solid Waste Collection Services for up to three (3) CITY-sponsored special events per Rate Period at no cost to the event or CITY. Portable restroom service includes, but is not limited to, the provision of single skid toilets, standard toilets, handicap toilets, VIP portable restroom trailers, hand washing systems, grey water tanks, and holding tanks. Examples of current CITY-sponsored events and service needs are listed in the below figure; however, in no way should these examples be considered limiting. The CITY reserves the right to adjust the service needs for specific events. The three (3) CITY-sponsored events per Rate Period shall be directed by the CITY.

Event	Portable Restroom Requirements	Collection Requirements
Splatter	• Single skid toilets • 1 VIP portable restroom trailer • 3 Handicap toilets • Two 2-Person hand wash systems	Solid Waste, Recyclable Materials, and Organic Waste Collection: To be set by CITY based on the needs of the event.
St. Patrick' s Day	• 24 Standard toilets • 1 Double VIP portable restroom trailer • 7 Handicap toilets • Seven 2-Person hand wash systems • One 250-gallon holding tank	Solid Waste, Recyclable Materials, and Organic Waste Collection: To be set by CITY based on the needs of the event.

EXHIBIT B6:
C&D COLLECTION SERVICES

1. C&D Debris Collection Services.

The CONTRACTOR shall provide C&D Debris Collection Service to all C&D Service Units in the Service Area whose C&D Debris is properly containerized in C&D Debris Boxes and where the C&D Debris Boxes are accessible as set forth in this Exhibit. CONTRACTOR shall provide C&D Debris Collection Service at the service rates set by the CITY under the terms of the Agreement. CONTRACTOR shall deliver and pick-up the C&D Debris Boxes at the direction of the Service Recipient.

2. Collection Details

A. **Containers.** CONTRACTOR shall provide C&D Debris Boxes for C&D Service Units. The C&D Debris Boxes shall be clean, free of graffiti, and in good repair. The Containers and/or Bins must be clearly marked and identifiable as belonging to CONTRACTOR. C&D Debris Boxes shall comply with the Container colors and labeling standards set forth in Section 14.01.9.

B. **Collection Standards.** Special consideration shall be given when determining the delivery and pickup area for the C&D Debris Boxes to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. If the Service Recipient and CONTRACTOR cannot agree on a delivery and pick up area, the area shall be determined by the CITY In addition, if, in the opinion of the CITY the delivery and pickup area is inappropriate, CITY may require the CONTRACTOR to relocate the Containers and/or Bins.

C. **Frequency of Service.** Each service shall be provided on an on-call basis. The size of the Container and/or Bin and the frequency of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no C&D Debris need be placed outside the Container and/or Bin on a regular basis.

D. **Accessibility.** CONTRACTOR shall Collect all C&D Debris Boxes that are readily accessible to the CONTRACTOR's crew and vehicles and not blocked. CONTRACTOR may notify the City Representative daily, either by telephone or e-mail, of all situations that prevent or hinder Collection from any C&D Service Unit.

E. **Non-Collection.** CONTRACTOR shall not be required to Collect any C&D Debris that is not placed in a C&D Debris Box unless such C&D Debris is outside the Debris Box as a result of overflow. In the event of non-Collection, CONTRACTOR shall affix to the Container and/or Bin a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain copies of the Non-Collection Notice during the Term of the Agreement.

F. **Overflow.** In the case of repeated overflows of C&D Debris, CONTRACTOR shall contact the C&D Service Unit management to arrange for an appropriate change in Container and/or Bin size, Collection frequency or both. In the event CONTRACTOR cannot successfully contact the C&D Service Unit management after three (3) attempts, or cannot reach an agreement with such management regarding the change in service, CONTRACTOR shall advise the City Representative, either by telephone or e-mail, of the details of the overages, and the attempts at communication with the C&D Service Unit management. The City Representative shall respond to CONTRACTOR's report and make a final written determination. Within five (5) Work Days of receipt of the City

Representative's written determination, CONTRACTOR shall change the Collection Service in accordance with such written determination.

EXHIBIT C:
CONTRACTOR'S COST AND COMPENSATION

Placeholder for future exhibit

EXHIBIT C1:
CONTRACTOR'S COST PROPOSAL

Placeholder for future exhibit

EXHIBIT C2:
CONTRACTOR'S COMPENSATION AND RATES

Placeholder for future exhibit

EXHIBIT C3:
COMPENSATION ADJUSTMENT MODEL

Placeholder for future exhibit

EXHIBIT D:
REPORTING REQUIREMENTS

EXHIBIT D
REPORTING REQUIREMENTS

1. General

A. **General Purpose.** Reports are intended to compile recorded data into useful forms of information that can be used by the CITY. All reports shall be adequate to meet CITY'S current and future reporting requirements to CalRecycle, including AB 939, AB 341, AB 1826, and SB 1383 and corresponding regulations; and any other local, State, or Federal agency statutes and regulations throughout the Term of the Agreement.

B. **Failure to Report**. Failure of CONTRACTOR to comply with the reporting requirements as set forth in this Exhibit may result in an assessment of liquidated damages in accordance with Article 22.

C. **Submittal Process**. Reports shall be submitted in accordance with the format and timeline specified in Article 18.

2. Monthly Reports

Monthly reports shall be submitted by CONTRACTOR to CITY and shall include the following information pertaining to the most recently completed calendar month. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. CONTRACTOR shall report the information included in the following subsections.

A. **Tonnage Report**

1. **Solid Waste Data.**

   a. The number of SFD, MFD, C&D, DUSD, City and Commercial Service Units and the number of Containers (C&D Debris Boxes, Solid Waste Bins and Carts, etc.) distributed by size and Service Unit type.

   b. A listing of the actual tonnage from all Collection Services, including Large Item Collection Service, Collected, Diverted, and Disposed by the CONTRACTOR at the Disposal Facility for the preceding month sorted between SFD, MFD, C&D, Commercial and CITY Service Units and between Roll-Off Containers and all other Containers to extent practical (as required by Sections 5.07 and 5.08). All tonnage data should be compared to the corresponding tonnage data from the prior year's comparable period.

2. **Recyclable Materials Data.** The number of gross tons Collected monthly on average by route for C&D, SFD, MFD, City and Commercial Recycling Service, including Recyclable Materials Collected as part of Large Item Collection Service, for the preceding month. The average participation rates for each month relative to the total number of Service Units by Service Unit type. All tonnage data should be compared to the corresponding tonnage data from the prior year's comparable period.

3. **Organic Waste Data.** The number of gross tons Collected monthly on average by route for C&D, SFD, MFD, City and Commercial Organics Service, including Organic Materials Collected as part of Large Item Collection Service, for the preceding month Indicate average participation rates relative to the total number of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Bins and Carts distributed by size and Service Unit

type. All tonnage data should be compared to the corresponding tonnage data from the prior year's comparable period.

4. **Tonnage summary**. CONTRACTOR shall report a summary of the total quantities in tons of Discarded Materials Collected, Transferred, Processed, and Disposed by the CONTRACTOR, all of which shall be based on actual certified scale weights for each load, if available, or similarly accurate methodology pursuant to weighing protocol. Tonnage shall be reported separately by:

   a. Material type, which shall include, at a minimum, separate reporting of source separated Recyclable Materials, Organic Waste, Solid Waste, Large Items, Textiles, and any other type of Discarded Material separately Collected by CONTRACTOR;

   b. Customer/sector type (SFD, MFD, C&D, DUSD, CITY, and Commercial); and,

   c. Approved Facility and Facility type.

5. Report Residue level and tonnage for all Discarded Materials Processed, listed separately by material type Collected and Approved Facility(ies) used.

6. Source separated Recyclable Materials tonnage Marketed, by commodity, and including average commodity value for each, and Processing residue tonnage Disposed, listed separately by material type Collected and Approved Facility(ies) used.

B. **Collection and Subscription Report**

1. Number of Containers at each service level by customer type and program, including:

   a. A summary of the total gallons of Cart service, cubic yards of Bin service, and pulls; and cubic yards or tons of drop box and Compactor service by customer type.

2. A summary of customer subscription data, including the number of accounts; the number of customers subscribing to each Cart, Bin, and Roll-Off service level listed separately for each Service Recipient type and separately for each type of material; and the number of Large Item Collections performed.

3. A record demonstrating CONTRACTOR'S compliance with the service update requirements in response to waivers granted by the CITY or its designee, in accordance with Section 3.20, including the Service Recipient name and address for each waiver.

C. **Customer Service Log**.

1. A copy of the customer service log, including a summary of the type of complaints (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, SB 1383 non-compliance), number of complaints, and the resolution of each complaint.

2. CONTRACTOR shall include a section detailing SB 1383 non-compliance complaints submitted to the CONTRACTOR, which shall include at a minimum: the complaint as received; name and contact information of the complainant, if the incident is not submitted anonymously; identity of the alleged violator, if known; description of the alleged violation, including location(s) and all other relevant factors known; identity of any witnesses, if known; and, if requested by the CITY pursuant to Section 21.01.4, the date the CONTRACTOR conducted additional outreach or investigated the complaint (if applicable); documentation of the findings of the

investigation; and, any photographic evidence collected during the investigation. CONTRACTOR shall include copies of all related reports submitted by CONTRACTOR to the CITY in accordance with Section 21.01.4.

D. **Contamination Monitoring Report**

The CONTRACTOR shall submit the following information regarding contamination response, pursuant to Section 16.08 of the Agreement:

1. Description of the CONTRACTOR'S process for determining Prohibited Container Contaminants;
2. Summary report of contamination notices/Non-Collection Notices, which shall include:
    a. The total number of contamination/Non-Collection Notices issued; and,
    b. For each instance: the date of issuance, customer name and service address, a copy of the notice issued, and any photographic documentation or supporting evidence.
3. Documentation of the total number of Containers with contents Disposed of due to observation of Prohibited Container Contaminants;
4. Any other information reasonably requested by the City Representative or specified in contamination monitoring provisions of the Agreement.

E. **Public Education and Information Activities.**

1. CONTRACTOR shall report on all public education and information activities undertaken during the period, including distribution of bill inserts, Collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services.
2. CONTRACTOR shall include copies of education and outreach materials provided during the month and a list of to whom the information was sent, and the date it was sent. CONTRACTOR shall include the dates and content of posted social media posts, e-mail communications, or other electronic messages.
3. For any mass distribution through mailings or bill inserts that occurred in the month, the CONTRACTOR shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information. CONTRACTOR shall list all languages that education materials were provided in and demonstrate compliance with Section 16.02.4.

3. Quarterly Reports.

CONTRACTOR shall submit quarterly reports to the CITY, including the following:

A. **Monthly Data.** All monthly reports in Exhibit D, Section2 summarized by month and averaged for the quarter. All tonnage data should be compared to the corresponding tonnage data from the prior year's comparable period.

B. **Public Education and Outreach.** A summary of the year-to-date public education activities reported in accordance with Exhibit D, Section2. This report shall discuss the impact of these activities on

Recycling and Organic Waste Diversion program participation and provide details of events and activities planned for the next period. CONTRACTOR shall provide a description and any supporting documentation of its collaboration and support for the Go Green Initiative, as required by Section 16.02.2, or other applicable partners.

C. **Recycling and Organic Waste Programs**. An analysis of any Recycling and Organic Waste Collection, Processing and marketing issues or conditions occurring during the previous quarter (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for C&D, DUSD, SFD, MFD, Commercial and CITY programs. CONTRACTOR shall describe its progress with implementing SB 1383 programs, as required under the Agreement, and describe any opportunities identified or challenges faced, including plans for addressing such challenges.

D. **Service Evaluation.**

1. A summary narrative of problems encountered with Collection and Processing activities and actions taken.
2. Indicate type and number of Non-Collection Notices left at Service Recipient locations.
3. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity.
4. Include description of Processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

E. **Customer Base Data.** CONTRACTOR shall provide customer base data consisting of the number of SFD Service Units billed for additional Services above the minimum service billed by the City, and the number of C&D, DUSD, MFD, and Commercial Service Units billed, sorted by service type, Container size, number of Containers, and frequency of Collection.

F. **Special Events.** Summary of each special event activity, (CITY sponsored or drop-off) including; the name and date of the event, the tonnage Collected, Diverted and Disposed by material type, and other Services provided. CONTRACTOR shall also provide information regarding the logistics of the event and suggestions for improving future events.

G. **Summary of Historical and Proposed Activities.** CONTRACTOR shall provide a narrative of activities undertaken during the quarter and those planned or proposed for the upcoming quarter.

H. **Commercial Waste Audit.** All daily Commercial Waste audits required by the annual Commercial Waste audit plan in Section 10.02 shall be summarized and averaged for the quarter. The quarterly report shall also summarize the audit results by the various segments of Service Recipients who produce Commercial Waste including, but not limited to, MFD, large commercial, small commercial, and schools.

I. **Exported Materials.** Documentation of all materials exported out of State, as provided in 14 CCR Sections 18800 through 18813.

4. Annual Reports

CONTRACTOR shall provide an Annual Report, covering the most recently-completed calendar year, in

accordance with the format and submittal requirements of this Exhibit. The Annual Report shall include the information in the following subsections.

A. **Quarterly Data.** All quarterly reports summarized by quarter and averaged for the year. For all annual reports, the CONTRACTOR shall include a historical comparison of the last Agreement Year and the average of all Agreement Years.

B. **Summary of Historical and Proposed Activities.** In compliance with Article 16 of the Agreement, CONTRACTOR shall provide a narrative of activities undertaken during the year and those planned or proposed for the upcoming year. CONTRACTOR shall provide information describing if the activity was undertaken in the previous Agreement Year or not, and if not, why it was added. CONTRACTOR shall describe the reason for the discontinuation of any activity and shall describe what activity is replacing it. The CITY shall approve or reject any proposed discontinuation of activities.

C. **Collection and Processing Report.**

1. **Recycling Data**. Indicate, by material type (and grade where appropriate), the monthly totals of Recyclable Materials Processed and Diverted, including facility name and location, average price received or paid per ton, and total Recycling revenue, expenditures, and total net costs or proceeds. Indicate any quantities, by material type, donated, or otherwise Diverted without compensation. Indicate number of Recycling Bins and Carts distributed by size and Service Unit type. Also provide the location for residue Disposed. Tons of Recyclable Materials Diverted and of residue Disposed may be based on average amounts for such items published by the relevant Processing or Disposal Facility or on waste characterization studies by such Facilities.

2. **Organic Waste.**

   a. Indicate the monthly totals of Organic Waste Processed and Diverted, including facility name and location, average price received or paid per ton, and total Organic Waste revenue, expenditures, and total net costs or proceeds.

   b. Indicate total tons provided to CITY, to CITY residents, or otherwise Diverted without compensation. Indicate number of Organic Waste Bins and Carts distributed by size and Service Unit type. Indicate number of Organic Waste Pails ("kitchen pails") and commercial indoor Organic Waste Containers distributed.

   c. Also provide the location for residue Disposed. Tons of Organic Waste Diverted and of residue Disposed may be based on average amounts for such items published by the relevant Processing or Disposal Facility or on waste characterization studies by such Facilities.

   d. Provide documentation demonstrating the actual percent of the material removed for landfill Disposal that is Organic Waste is less than the percent specified in either 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, demonstrating compliance with the digestate handling requirements specified in 14 CCR Section 17896.5.

   e. CONTRACTOR shall provide written notification if the Approved Organic Waste Processing Facility has the capabilities to Process and remove Compostable Plastic bags

used by Service Recipients to contain Organic Waste prior to placement in the Organic Waste Container for Collection.

3. **Collection and Subscription**

   a. A summary of all data provided in the tonnage report sections, including quarterly and annual totals and averages.

   b. The type(s) of Collection Service(s) provided, a list of all routes serviced, and a record of the addresses served on each route.

   c. A summary of subscription data, including the number of accounts; the total number of Generators enrolled with CONTRACTOR for service, listed separately by service level and Container type (Cart, Bin, and Roll-Off service), separately by single-family, MFD, Commercial, City, and C&D Service Recipients, and separately for each type of material Collected.

   d. A detailed list of Service Recipient information, including Service Recipient type (SFD, MFD, etc.) Solid Waste, Recyclable Materials, and Organic Waste service levels, Service Unit addresses, reflective of customer service levels as of December 1 (for the year in which the report is submitted).

4. **Used Oil Program.** CONTRACTOR shall provide detailed financial data regarding the cost of providing Used Oil Collection Service. To the extent practical, segregate the program costs between the SFD and MFD programs. Financial data should include, but not be limited to, costs in the following four categories: administration, Collection, Transportation and Disposal.

D. **Recovered Organic Waste Products**

1. **Compost and Mulch for City Use.** The total amount of Mulch and/or Compost product provided to the CITY in the year for CITY use, in accordance with Section 16.04.

2. **Compost Product Give-Away.** The results of the CONTRACTOR'S annual Compost product give-away event, pursuant to Section 16.04.3, including the following information:

   a. The date, time, and location of the event(s);

   b. The total amount of Mulch and Compost product made available during the give-away event;

   c. The total amount of Mulch and Compost product picked up by residents during the give-away event; and,

   d. A copy of educational notices provided to Generators in advance of the give-away event.

3. **SB 1383-Qualified Renewable Natural Gas.** The total amount of SB 1383 RNG procured by the CONTRACTOR for use in CONTRACTOR vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, CONTRACTOR shall include the total amount actually used in CONTRACTOR vehicles in the calendar year, if these values are different. If applicable, include the name, physical location, and contact information of each entity, operation, or facility from whom the SB 1383 RNG was procured.

EXHIBIT D
REPORTING REQUIREMENTS

E. **Diversion Plan.** CONTRACTOR shall provide a plan for approval by the CITY that describes the measures CONTRACTOR intends to take in the upcoming year to comply with Section 6.01. The Diversion plan shall also provide a summary of the actual Diversion achieved during the prior year. The Diversion plan shall analyze all current Diversion programs and activities. To ensure that progress is made in achieving the minimum annual Diversion rate, the Diversion plan shall also recommend, and project the impact of, programmatic improvements for all Services provided under in the Agreement.

F. **Monitoring and Enforcement Report**

1. A summary of the total number of SB 1383 regulatory non-compliance complaints that were received, and the total number investigated (if applicable).
2. The total number of contamination notices, categorized by sector.
3. Copies of all contamination notices and educational materials issued to non-compliant Generators.

G. **Vehicle and Equipment Inventory**

1. A list of all vehicles used in performing Services under the Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage on June 30.

H. **Public Education and Outreach Report**

1. A copy of all education and outreach materials provided or otherwise used for education and outreach efforts in accordance with the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. In instances of direct, in-person contact, a record of the date and to whom the information was disseminated to or direct contact made, in the form of a list that includes: recipient name or account name, the type of education or outreach received, the distribution date, and the method of distribution.
3. For any mass distribution through mailings or bill inserts, the CONTRACTOR shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
4. A copy of electronic media, including the dates posted of social media posts, e-mail communications, or other electronic messages.
5. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
7. CONTRACTOR shall maintain a record of all technical assistance efforts conducted including:
    a. The name and address of the Generator receiving technical assistance, and account number, if applicable.
    b. The date of any technical assistance conducted and the type of technical assistance, including, but not limited to: waste assessments, compliance assessments, direct

outreach, workshops, meetings, events, and follow-up communications.

c. A copy of any written or electronic educational materials distributed during the technical assistance process.

8. CONTRACTOR shall list all languages that education materials were provided in and demonstrate compliance with Section 16.02.4.

9. A copy of all special event reports submitted to the CITY in accordance with the Agreement.

I. **Large Item Service Collection, Textiles, and New Programs.** Indicate, by material type (and grade where appropriate), the monthly and annual totals of items and materials Processed and Diverted through Large Item Collection Service, Textile Collection, and/or any new program added after the Effective Date, including facility name and location, average price received or paid per ton and total revenue, expenditures, and total net costs or proceeds. Indicate any quantities, by material type, donated, or otherwise Diverted without compensation. Indicate number of Roll-Off Containers, Bins, and Carts distributed by size and Service Unit type. Also provide the location for residue Disposed. Tons of materials Diverted and of residue Disposed may be based on average amounts for such items published by the relevant Processing or Disposal Facility or on waste characterization studies by such Facilities.

J. **Special Events.** Provide a summary of each special event activity, (CITY sponsored, give-away, or drop-off) including the name and date of the event, the tonnage Collected, Diverted and Disposed by material type, and other Services provided. CONTRACTOR shall also provide information regarding the logistics of the event and suggestions for improving future events. For all annual reports, the CONTRACTOR shall include a historical comparison of the last Agreement Year and the average of all Agreement Years.

K. **Compostable Plastics Notification.** Provide written notification documenting if the Organic Waste Processing Facility has the capability to Process and recover Compostable Plastics throughout the Term of the Agreement.

5. Additional Reporting

A. The CONTRACTOR shall furnish the CITY with any additional reports as may reasonably be required, and such report is to be prepared within a reasonable time following the reporting period.

B. **AB 901 Reports.** At the CITY'S option, CITY may require that CONTRACTOR provide the CITY with copies of CONTRACTOR'S AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) days of the request.

C. **Upon Incident Reporting.** CITY reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the CITY. The CONTRACTOR shall provide the requested reports, documents, or information within ten (10) days upon receipt of the request or within a timeframe determined by the City Representative, which shall not exceed ten (10) days.

EXHIBIT D
REPORTING REQUIREMENTS

D. **Customized Reports.** The CITY reserves the right to request CONTRACTOR to prepare and provide customized reports from records CONTRACTOR is required to maintain; or require a specified format or submission system.

E. **Facility Capacity Planning Information.** CITY may require CONTRACTOR to provide CITY with information of available Organic Waste Processing capacity for any Approved Processing Facilities, where available capacity may include identification of monthly tons of additional Organic Waste that such Approved Facilities have the ability to receive within permitted limits. CONTRACTOR shall respond to CITY within sixty (60) days of CITY'S request for information regarding available new or expanded capacity; and, at CITY'S option, may be required to submit reports on a more regular basis (such as monthly, quarterly, or annually). If CONTRACTOR uses a Subcontractor to perform some or all of the Facility-related Services required by the Agreement, CONTRACTOR shall secure any CITY-requested Facility capacity planning information from its Subcontractor(s).

F. **Excuse from Performance**

1. If the CONTRACTOR, or a Subcontractor, is granted a disaster waiver or a Processing facility temporary equipment or operational failure waiver, the CONTRACTOR shall include the following documents and information: (i) the number of days the Processing facility temporary equipment waiver or operation failure waiver was in effect; (ii) copies of any notifications sent to the CITY pursuant to this the Agreement; (iii) documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and, (iv) a record of the tons of Organic Waste, Recyclable Materials, and Solid Waste redirected to an alternative facility or Disposed at an Approved Facility, as a result of the waiver, recorded by Collection vehicle or Transfer vehicle number/load, date, and weight.

2. Provide a record of all compliance agreements for quarantined Organic Waste that is Disposed of, including the name of generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a landfill.

EXHIBIT E:
CONTRACTOR'S TRANSFER OPERATIONS

EXHIBIT E
CONTRACTOR'S TRANSFER OPERATIONS

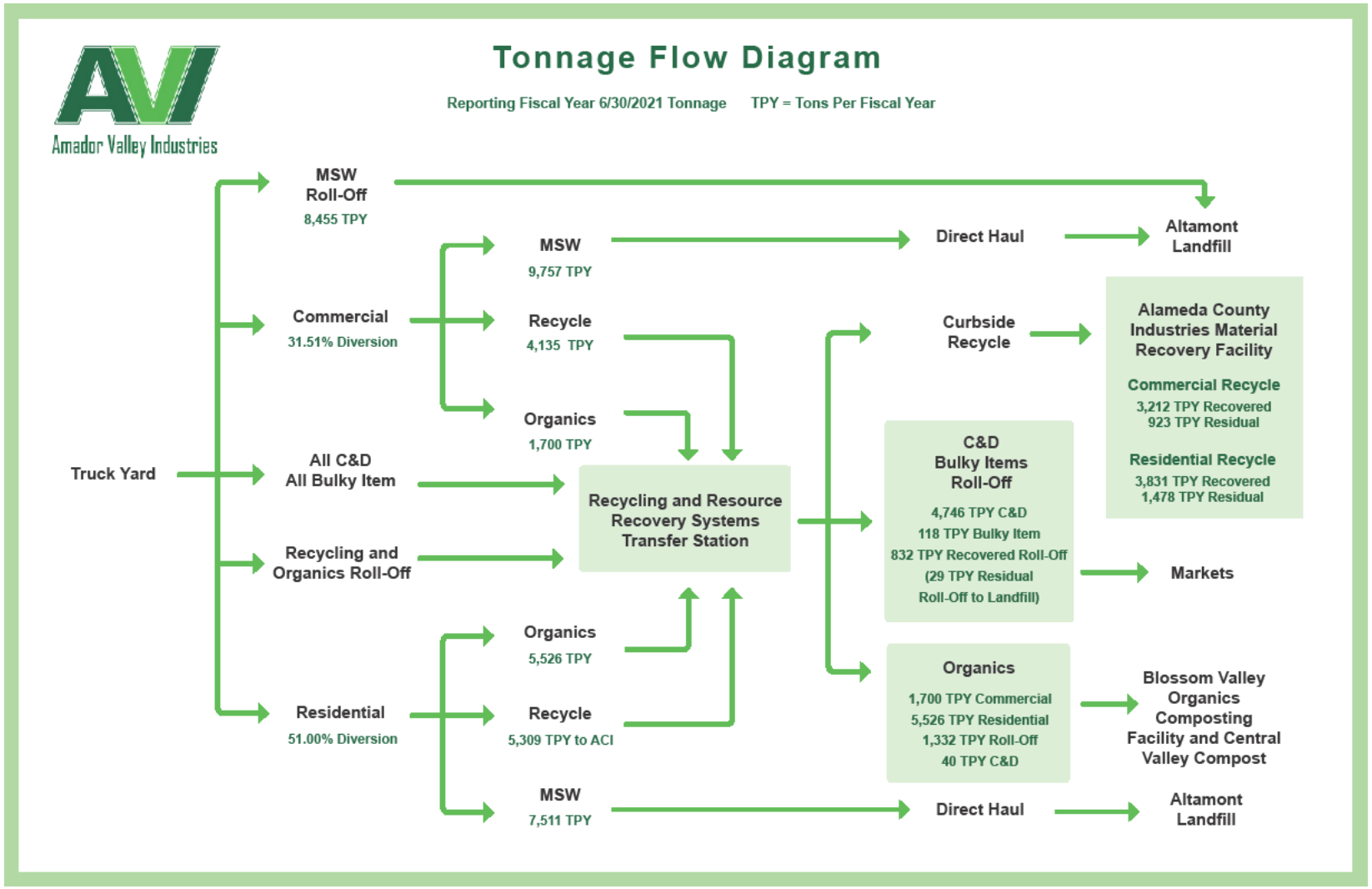


EXHIBIT F:
LIST OF SUBCONTRACTORS

EXHIBIT F
LIST OF SUBCONTRACTORS

Subcontractors

1. City Automatic Recycling, Inc. 3110 Busch Road Pleasanton 94566, (925) 846-2042
2. Recycling and Resource Recovery Systems, LLC, 3110 Busch Road Pleasanton 94566, (925) 846-4062
3. Pleasanton Truck & Equipment Repairs, Inc. 3110 Busch Road Pleasanton 94566, (925) 846-9222
4. M&M Land Company, LLC 3110 Busch Road Pleasanton 94566, (925) 846-2042
5. Southfront, LLC 6175 Southfront Road Livermore 94551, (925) 846-2042
6. Pleasanton Garbage Service, Inc. 3110 Busch Road Pleasanton 94566, (925) 846-2042
7. Clean Earth, 11855 White Rock Rd., Rancho Cordova, CA 95742, 916-595-2053

EXHIBIT G:
LIST OF APPROVED FACILITIES

EXHIBIT G
LIST OF APPROVED FACILITIES

Approved Facilities

1. Altamont Landfill, owned by Waste Management of Alameda County, Inc., and located at 10840 Altamont Pass Road, Livermore, CA 94550.
2. Altamont Landfill Covered Aerated Static Pile Composting Facility, owned by Waste Management of Alameda County, Inc., and located at 10840 Altamont Pass Road, Livermore, CA 94550.
3. Blossom Valley Organics Composting Facility, owned by Recology, and located at 3909 Gaffery Road, Vernalis, CA 95385
4. Central Valley Compost Facility, owned by Waste Management, and located at 916 Frewert Road, Lathrop, CA 95330.
5. Fremont Recycling and Transfer Station, owned by BLT Enterprises and located on 41149 Boyce Road, Fremont, CA 94538
6. Napa Materials Diversion Facility, owned by Napa Recycling and Waste Services, and located at 820 Levitin Way, Napa, CA 94558
7. Tracy Materials Recovery and Solid Waste Transfer, Inc. Facility, owned by Repetto M, and located on 30703 South MacArthur Drive, Tracy, CA 95378
8. Alameda County Industries Material Recovery Facility, owned by Alameda County Industries, Inc., and located at 610 Aladdin Ave, San Leandro, CA 94577.
9. City Automatic Recycling Material Recovery Facility owned by City Automatic Recycling, Inc., and located at 3110 Busch Road, Pleasanton, CA 94566.

EXHIBIT H:
MFD LARGE ITEM COLLECTION SERVICES PILOT PROGRAM

Placeholder for future exhibit

EXHIBIT I:
ORIGINAL AGREMEENT EXHIBITS

The Exhibits includes Exhibits 1 through 13 of the original Agreement dated September 10, 2020 Several of these Exhibits have been replaced by subsequent Amendments or by this Amended and Restated Agreement dated _____.

EXHIBIT 1:
COMPENSATION AND RATES

Exhibit 1 was replaced by Exhibit C2 of the Amended and Restated Agreement dated _____.

EXHIBIT 2:
COMPENSATION AND ADJUSTMENT MODEL

Exhibit 2 was replaced by Exhibit C3 of the Amended and Restated Agreement dated _____.

EXHIBIT 3:
CITY SERVICE UNITS

Exhibit 3 was deleted by Section 13 of the Fourth Amendment dated _____

EXHIBIT 4:
PERFORMANCE BOND

Placeholder

EXHIBIT 5:
APPROVED SUBCONTRACTORS

Exhibit 5 was replaced by Exhibit F of the Amended and Restated Agreement dated _____.

EXHIBIT 6:
CITY SPONSORED EVENTS

Exhibit 6 was replaced by Exhibit B5 of the Amended and Restated Agreement dated _____.

EXHIBIT 7:
TRANSITION PLAN FOR THE CITY OF DUBLIN

Placeholder for future Exhibit

EXHIBIT 8:
AVI PUBLIC EDUCATION PLAN

Exhibit 8 was revised to improve the layout and format and to remove information that was no longer relevant.

EXHIBIT 8
PUBLIC EDUCATION AND OUTREACH PLAN

1. Amador Valley Industries Public Education and Outreach Plan

Like the City of Dublin, AVI places the utmost importance on effective public education and promotion. Effective outreach efforts are the key to helping residents and businesses understand the importance of source reduction, reuse, recycling, and buying recycled-content products. Our commitment to education is reflected in the samples of education materials provided in the Appendix of our proposal. These samples represent public education materials developed and distributed by various companies owned and operated by AVI principals.

AVI will provide a strong public education program in the City of Dublin, including sophisticated public education materials, education programs and materials beyond those required by the City.

The focus of AVl's public education and outreach program will be to introduce new programs to residents and businesses as well as to increase awareness of the need to reduce, reuse, and recycle, as well as the importance of buying recycled- content products. This awareness will result in increased program participation and decreased waste generation. The AVI principals also believe in a total involvement and commitment to the community in all activities, not just industry-related activities. This level of involvement is practiced in all the communities serviced by the companies owned and operated by the principals of AVI and will continue to be practiced in the City of Dublin as well.

In addition to education and information about recycling, AVI will educate residents and businesses about other solid waste handling issues such as the correct setout of refuse and the proper handling of household hazardous waste. This information will help preserve a clean, healthy, and safe environment throughout Dublin.

AVl's public education and outreach program will be clear and comprehensive and will consistently relay the 4 R's message. This will be done through: Continuing education activities throughout the agreement term, providing ongoing education and promotion to encourage continued program participation and to promote reuse, waste reduction, and buying recycled-content products.

AVI has extensive, recent experience with successful start-ups for new programs, including single stream recycling collection, automated compostable materials collection, automated refuse collection and business recycling programs. Each of these programs experienced smooth implementations -due in major part to the extensive public education and outreach as well as superior operations and customer service with no confusion or complaint from the public.

A description of the public education and outreach program for residents and businesses is provided below. The timeline for these activities has been included in the implementation plan timeline. Costs for these activities have been included in the cost proposal.

2. Residential Education Program

A. **Program Presentations**. AVI will conduct presentations on our program to homeowners associations or other community groups as requested by the public or by the City. In addition, we will take the initiative to contact various groups and offer to do presentations on a regular basis throughout the term of the agreement.

B. **On-Line Quarterly Newsletter**. AVI will develop and display a quarterly residential newsletter on our website. We feel there's no more effective way to promote source reduction than to make our

newsletter available to residents on-line. AVI uses the newsletter format to convey multiple types of information to residents, including source reduction, reuse, recycling, and buying products made with recycled materials. Newsletters will also reflect currently asked questions (and their answers), status reports on diversion levels, information regarding what is being done with the recyclables collected, information about hard-to-market materials, and other program and industry information that will encourage residents to preserve our natural resources.

The quarterly newsletter will also be a vehicle to provide information about Alameda County's Household Hazardous Waste Program and to address any issues with refuse collection.

C. **Corrective Actions Notice**. As part of AVI's ongoing operations and customer services, all collection drivers will be trained in the use of Corrective Actions Notices. These Notices will be bright-colored and of sufficient size to be easily seen and recognized by the public. The tone of these Notices will also be informative and educational rather than punitive. (Perhaps a play on the acronym of "Corrective Actions Notice" or "CAN" could be used- "You CAN do it.")

The Notices will be used in instances where the resident sets out inappropriate materials and will clearly reflect the nature of the setout problem. As a courtesy to our customers, and to eliminate frustration, drivers will be trained to clean up materials at curbside and go ahead and collect materials, leaving the Corrective Actions Notice to educate and inform the resident. The exception to this will be in the case of hazardous materials placed in containers or frequent contamination of materials at a particular site. In either case, the City will be notified of the non-collection and the resident will be instructed how to resume collection of materials.

D. **School Education Programs.** AVI strongly believes in the education of children. The children of this generation have grown up with recycling as a mainstream. Further, children's behavior patterns are more easily changed than adult behavior patterns and there is an extra benefit of children carrying the message home to their parents. Our sister company Pleasanton Garbage Service was the first corporate sponsor of the Go Green Initiative. We have partnered with the founder of the Go Green Initiative, Jill Buck, to develop a comprehensive, full-service recycling program for Dublin schools, which will allow them to achieve maximum waste diversion via on-campus recycling. Together with the Go Green Initiative, we will create a tailor- made public education and recycling system for Dublin schools, based upon the market research techniques that Jill and our company employed with Pleasanton school administrators and custodians. We invest the time and resources necessary to create community pride and enthusiasm for environmentally responsible waste reduction.

E. **Non-Program Related Information.** In all of our public education and outreach materials and activities, AVI will present non-program related information such as source reduction, material reuse, junk mail reduction, proper handling of household hazardous waste, grass cycling, backyard composting, and other integrated waste management techniques. The Alameda County Waste Management Authority, the California Integrated Waste Management Board, and other city and county jurisdictions have developed materials that relay important messages that can easily be adapted to City of Dublin needs. AVI will use such materials when possible to maximize the impact of the education budget or to present a consistent message for countywide programs such as household hazardous waste.

F. **Attendance at Community Events.** AVI will ensure that a portable display, program information, and any other appropriate items (e.g., recycling trucks, carts, etc.) are available at a minimum of three community events each year. AVI's staff will be available to answer

questions from the public and to encourage participation in the programs. This personal involvement with the community is important to our culture and is an intrinsic part of the culture of AVI.

G. **Committed to the Community.** AVI knows how important it is to support the community and be personally involved. We are an active member of the Dublin Chamber of Commerce and have supported local programs such as GFWC Dublin/San Ramon Women's Club, Friends of the Dublin Library, Green and White Gala Ball, as well as a Corporate Sponsor for the Dublin Chamber of Commerce Golf Tournament held at the new Dublin Ranch Golf Course. We recently co-sponsored the Dublin Chamber BBQ held at Rowell Ranch. Not only have we supported these events monetarily but also AVI staff have volunteered and participated in many of these events.

H. **Recycling Leader Network.** AVI will work diligently to establish a network of residential recycling leaders. This type of program has worked successfully in many jurisdictions. Recycling leaders will be trained to provide program information and non-program information (such as source reduction) to their neighbors. Recycling leaders will always have a full supply of all education materials to provide to residents.

AVI will meet with recycling leaders a minimum of three times each year to address any program concerns or questions, discuss the status of each of the programs, and develop a community-based, grass-roots network of recycling enthusiasts. Upon award of the contract, AVI would like to discuss with the City ways to publicly recognize recycling leaders or incentives to encourage residents to volunteer as recycling leaders.

I. **Large Item Clean Up Events.** AVI will inform residents of the three annual on-call cleanup events available to each resident. This information will be included in all brochures and newsletters that AVI produces. The brochure will explain how easy it is for residents to pick up the phone and request the cleanup at their convenience.

J. **Quarterly Report of Education Activities.** As required by the Agreement, AVI will provide the City of Dublin with a quarterly report of education activities. The report will, at a minimum, include public education materials and the total numbers distributed; dates, times, and group names of all meetings attended and presentations given; and all other public education activities for the preceding quarter.

3. Commercial Education Programs.

AVI understands that a new approach is being launched through the new commercial recycling program. Commercial and industrial refuse customers will receive information that clearly explains the benefits of recycling with AVI. Since the fee for all recycling services is included in the solid waste rate a simple message can be sent such as "More Recycling = Cost Savings."

A. **Waste Audits.** AVI is proficient in conducting business waste audits in all of the companies owned and operated by its principals. We will work cooperatively with the Alameda County Waste Management Authority and the Stop Waste Program. The Stop Waste Program has successfully assisted businesses to greatly reduce their solid waste bills by identifying areas not only for recycling but also for source reduction.

Businesses will continually be made aware of the availability of this service through the business newsletters that will be produced and distributed by AVI.

Reports of the results of these waste audits will be provided to the City on a quarterly basis.

B. **Business Newsletter.** AVI will produce and distribute a business newsletter with invoices sent to Dublin businesses and post this newsletter on-line as well. The newsletter will include pertinent program information, frequently asked questions and answers, tips for waste reduction for businesses, information regarding handling of hazardous waste for small business generators, and other information pertinent to businesses and the season in which the newsletter is published. This newsletter will also be used as a vehicle to recognize businesses that have made particularly notable progress in recycling or source reduction programs.

C. **Corrective Actions Notice.** One of the unique challenges in collection programs for businesses and multi- family complexes is the increased level of contamination in recyclables and the lack of good housekeeping in the centralized collection site area. This is due in part to the transient nature of the persons sharing this site (either as tenants of multi-family complexes or employees of businesses) and the anonymity that comes with using a centralized site. It is nearly impossible to determine who is contaminating recyclables or dumping refuse on the ground in a centralized collection center. These same issues make it difficult to change behavior or reach program compliance by leaving a Corrective Actions Notice. Many individuals may see the notice but it is possible that no one will take personal responsibility in complying with the notice.

AVI will implement a process used in the other companies owned and operated by its principals. When a Corrective Actions Notice is left for a business or multi- family complex, a follow-up call will be made to the business (to a specific contact person, if known) or to the multi-family complex manager or owner to discuss the nature of the Corrective Actions Notice and offer assistance in reaching compliance with the notice.

As in the residential cart collection program, drivers will clean-up the contamination and collect the materials prior to leaving the Corrective Actions Notice. If the problem is recurring, or hazardous waste materials are present in the refuse or recyclables, the driver will leave the materials and the Corrective Actions Notice and contact the City immediately. AVI staff will contact the appropriate person at the collection location to explain why the materials were left and what needs to be done to resume collection.

4. Public Education Summary.

We hope it is apparent from the public education programs described above, the sample materials provided in the Appendix, and the strength of our public education staff that AVI takes public education and outreach seriously. We are convinced that public education is the only way to maximize diversion and ensure compliance with collection guidelines. Further, we believe that this is best done through establishing a partnership with our customers. Lastly, the above- proposed public education programs represent the baseline for AVl's programs. As our experience in the City of Dublin develops, other needs for public education and outreach will become apparent and will be met.

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EXHIBIT 9:
DIVERSION PLAN FOR THE CITY OF DUBLIN

Placeholder for future exhibit

EXHIBIT 10:
HHW DISPOSAL EVENT PLAN

Placeholder for future exhibit

EXHIBIT 11B:
VEHICLE SPECIFICATIONS

Placeholder for future exhibit

EXHIBIT 12:
C&D COLLECTION SERVICE RATES

Placeholder for future exhibit

EXHIBIT 13:
VEHICLE & ADMINISTRATIVE EQUIPMENT ACQUISITION COST

Placeholder for future exhibit

STAFF REPORT

CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2022-23 Annual Assessment

Prepared by: Jay Baksa, Assistant Administrative Services Director

EXECUTIVE SUMMARY:

The City Council will consider adopting two separate resolutions establishing the garbage rates effective July 1, 2022 and establishing the Fiscal Year 2022-23 refuse-related property tax assessment. The proposed rates include the costs associated with implementing California State Senate Bill (SB) 1383, which created regulations to increase the diversion of organic waste from landfills.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2022-23; and adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

FINANCIAL IMPACT:

The rate adjustment for the Fiscal Year 2022-23 will result in a 5.66% increase for all non-construction and demolition rates; 3.30% of the increase is attributed to the annual rate adjustment, with an additional 2.36% increase due to the additional services required of Amador Valley Industries (AVI) to ensure compliance with SB 1383's requirements. The construction and demolition (C&D) rates will be adjusted by the annual rate adjustment, 3.30%, as those services are not affected by the additional SB 1383 related costs. The residential garbage and recycling service fees, which are collected on the Property Tax bill as an annual assessment, will increase by $2.17 per month on the required residential 32-gallon can to a total of $40.56 per month. The proposed Dublin commercial rate increases vary based on the service level selected. The proposed rate of $196.81 represents the average service level for a one-yard bin collected once per week.

DESCRIPTION:

Background

In January 2005, the City executed an Agreement with Amador Valley Industries, LLC (AVI) for service that began July 1, 2005 and continued to June 30, 2020. On June 16, 2020, the City Council approved an Amended and Restated Agreement (Agreement) with AVI, which extended the term of the agreement until 2035, addressed capital equipment replacement needs and started incorporating local and state requirements. In addition, as part of the Amendment, a new rate model approach was agreed to that addresses annual rate adjustments, component cost separation, and regular financial reviews, to help deal with the volatility of the market in which haulers now operate.

FY 2022-23 Rate Adjustment

The rate adjustment for the FY 2022-2023 rates includes two separate components - 1) The Annual Rate Adjustment and 2) The SB 1383 Adjustment. Implementation of the requirements of SB 1383 will require additional services be provided as well as an increase in reporting requirements to ensure compliance with the regulations. Section 27 of the Agreement anticipated additional cost increases resulting from SB 1383 and provided that the City would adjust the rates to reflect those additional costs. As a result of these additional services and reporting requirements, the City and AVI, consistent with their obligation to "negotiate in good faith, a reasonable and appropriate compensation adjustment," have been meeting over the past year to determine the best and most cost-effective way to implement these requirements. The terms and costs have been agreed upon by the City and AVI, and the proposed "SB 1383 Adjustment" reflects the result of that negotiation. In addition, the parties' SB 1383-related negotiations under Section 27 of the Agreement have resulted in a proposed amendment to the Agreement. The proposed amendment has been agreed in principle by the parties, but it is currently subject to legal review by the City Attorney's Office and AVI's counsel, which is not anticipated to result in any changes to the 2022-2023 proposed rates. The Amendment will to be presented to the City Council at a future meeting for approval.

Annual Rate Adjustment

The current garbage rates became effective July 1, 2021. The Agreement with AVI provides a process for addressing the compensation generated from all rate classes on an annual basis. The Agreement establishes a total annual revenue requirement for AVI with the City retaining responsibility for establishing the rates for all categories. The Agreement contains a provision that rates must be reasonably forecasted to provide AVI with an appropriate level of compensation based on a formula detailed within the Agreement. The forecasting methodology compares customer counts between the two most recent calendar years to calculate revenue generation based on the level of services provided multiplied by the appropriate rates. Rates are adjusted as appropriate across all service sectors to meet the calculated revenue requirement as set forth by the rate model.

As required in the Agreement, the City has provided AVI with information showing the rate calculations and assumptions. Section 5.13.1 states "...the final decision of the rate structure rests solely with the City." The proposed rate structure for Fiscal Year 2022-23 is estimated to meet the compensation requirement of $25,774,765. This compensation is possible as a result of a

proposed 3.30% average increase to all categories. A detailed description of the methodology required by the Agreement is included as Attachment 4.

SB1383 Adjustment

Implementing the requirements of SB 1383 requires additional resources in two areas, organics collection and information reporting. Staff is recommending the following SB 1383 implementation costs, as agreed upon and in coordination with City Staff, AVI and the City's consultant HF&H Consulting:

Cost Type	Amount*
Carts (Organics)	$96,882
Recycling/Reporting Coordinators	$419,165
Organics Disposal	$71,961
Total	**$588,008**

*Includes City Fees

$96,882 –Additional organic carts, organic (food waste) pails and battery boxes. There are currently over 3,840 customers that do not subscribe to recycling/organic service. SB 1383 requires such customers to subscribe to recycling/organics service, and this will necessitate AVI's purchase of additional collection carts.

$419,165 – One additional recycling coordinator to perform additional outreach audits, to ensure compliance and 1/2 (0.5) Full Time Equivalent (FTE) reporting coordinator to track and prepare the additional monthly/quarterly and annual reports to the City, County and State required by SB 1383. The costs include the purchase of an electric vehicle for the recycling coordinator use.

$71,961 – AVI received notice from Waste Management that they would no longer accept commercial food waste material, due to the projected increase in organic waste because of SB 1383. This will require that commercial organic waste be taken to an alternate facility, which has a higher cost.

FY 2022-23 Adjustment (Annual Rate + SB 1383)

	FY 2021-22	FY 2022-23 Annual Adjustment (Only)	FY 2022-23 – Annual Adjustment + SB 1383
Total Compensation	$23,939,196	$25,774,765	$26,362,772
Residential Rates (Monthly)	$38.39	$39.66	$40.56
Difference YOY ($)		$1.27	$2.17
Difference (YOY) (%)		3.30%	5.66%

As previously mentioned, the residential service fees are collected on the Property Tax bill. Staff has included the SB 1383 costs with the FY 2022-23 rate adjustment, as any adjustment that

occurs after June, would not go in effect until the following rate adjustment for FY 2023-24. The annual garbage assessment must be provided to the County, within a specified period, for the County to include the fee on that year's tax roll. City Staff, AVI and HF&H are continuing to meet, as with any new program as large as SB 1383, the actual costs of implementation may change, and any addition fee adjustments, if necessary, will be included in future rate adjustments.

Detailed Comparison of Current and Proposed Rates

Attachment 5 compares the proposed rates to the current rates for service levels that represent a majority of the subscribers in the City. The proposed rates would be effective July 1, 2022.

Competitiveness of Dublin Rates with Neighboring Agencies

Historically, Staff has included a comparison of the Dublin rates compared to rates charged for similar services in surrounding communities. This comparison has focused solely on the garbage rates, as historically, recycling and organic waste were seen as smaller complimentary services. This is no longer true with the implementation of SB 1383, as well as other regional and statewide laws. Looking specifically at garbage rates no longer offers a clear "apples to apples" comparison. For example, Livermore now charges recycling at 80% of the garbage rate, Castro Valley a rate of 71% the garbage rate, and San Ramon at 50%, where Dublin charges 25%. The same pattern is now occurring with Organic Waste, in which Dublin charges 50% of the garbage rate, but as regulations change and options for disposal become more limited these services have become more expensive and cities are adjusting for that reality.

Overall, Dublin remains competitive, and the services offered are at least comparable to, and are often better than, the surveyed cities especially when factoring the type of service (garbage, recycling, organics, etc.), that is being provided. The current comparison is included as Attachment 6 and in this year's comparison Staff has included Castro Valley Sanitation District, in place of Pleasanton, to include three service areas, that offer similar services. The Pleasanton costs and cost structure have become an outlier in the Tri-Valley and when incorporating their costs into an "area average", made it appear, that Dublin was significantly higher, when in reality Dublin was very competitive with the other two cities included (Livermore and San Ramon).

Minimum Residential Garbage Service

All properties in the City are required to subscribe and have a weekly minimum garbage service (Dublin Municipal Code Section 5.32). This minimum service includes weekly curbside collection of a 32-gallon garbage container; up to two organic waste carts, including food scraps (96 gallons each); up to two recycling carts (96 gallons each); recycling collection of used oil and filters; an annual household hazardous waste drop-off event; and three on-call bulky waste pick-ups per year. Residents desiring larger garbage carts are billed directly by AVI for the incremental rate difference. The City pays AVI for the service cost of the minimum residential service with monies collected from the property tax bill.

The City Council will need to establish the annual fee, which is collected with the property tax bill for residential properties, separately from the rates for other levels of service. The proposed fee for basic residential service for Fiscal Year 2022-23 is $486.72, which is collected in two installments on the property tax bill. This equates to $40.56 per month, which is $26.04 per year ($2.17 per month) more than the rate levied in Fiscal Year 2021-22, as shown here:

Historical Annual Fee for Minimum Garbage Service Collected with Property Tax Bill

2020-21	2021-22	Proposed 2022-23	Annual Change	Monthly Change
$421.32	$460.68	$486.72	$26.04	$2.17

This base rate includes $0.45 per month to cover the cost associated with the collection being included on the property tax bill. These funds are not paid to AVI but are retained by the City to offset the administrative cost in preparing the tax roll. In addition, the cost of collection and delinquencies for the basic service is expected to be covered by prior year fund balance, penalties and prior year taxes collected by the County Tax Collector, and interest on funds held prior to payment to the Company.

Resolutions

Included in this Staff Report (Attachments 1-3) are the annual resolutions that, with City Council adoption, will establish the solid waste collection rates and the required minimum level of garbage service for the next fiscal year.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A notice was placed in the *East Bay Times* on June 11, 2022 and June 18, 2022, notifying the community of the City Council's consideration of the proposed rates and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2022-23
2) Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services
3) Exhibit A to the Resolution – Proposed Adjustment to Garbage Company Rates
4) Methodology used for Fiscal Year 2022-23 Annual Garbage Rate Adjustment in Accordance with Agreement Between City of Dublin and Amador Valley Industries
5) Proposed vs. Current Rates
6) Local Area Rate Comparison

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August 13, 2024

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

Subject: Franchise Assignment Review- Amador Valley Industries, LLC. - FINAL REPORT

Dear Michelle Sung:

HF&H Consultants, LLC (HF&H) is pleased to present the enclosed findings of HF&H's due diligence review (Review) conducted for the City of Dublin (City) focused on the potential assignment of the Amended and Restated Collection Service Agreement between the City and Amador Valley Industries, LLC (AVI) executed September 10, 2020 (Agreement) to Livermore Sanitation Inc., LLC (LSI), a company wholly owned by Waste Connections, Inc (Waste Connections). Although LSI is the acquirer and considered the assignee, LSI was recently acquired by Waste Connections and HF&H has focused its evaluation on Waste Connections as the parent company and the entity that owns LSI. This report presents the scope of our Review, the findings of our Review, and our recommended proposed conditions to the assignment of the Agreement based on our Review.

Sincerely,
HF&H CONSULTANTS, LLC

Rob Hilton
President

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EXECUTIVE SUMMARY

Amador Valley Industries, LLC (AVI) desires to sell AVI's stock and other interests, including the Amended and Restated Collection Service Agreement between the City of Dublin (City) and Amador Valley Industries, LLC. executed September 10, 2020 (Agreement). AVI has proposed an assignment of AVI's rights and responsibilities associated with the Agreement (Assignment). Section 35.01 of the Agreement requires express written consent from the City for any assignment. An assignment, as defined in Section 35.03 of the Agreement, generally means any material change in the ownership of the company, including the proposed sale of AVI.

HF&H was engaged to perform a review of the proposed Assignment (Review) on behalf of the City, in accordance with Article 35 of the Agreement, including reviews of AVI and Waste Connections, and a review of the purchase agreement between AVI and Livermore Sanitation Inc., LLC (LSI), a Waste Connections company (Assignee), dated July 1, 2024. For the purposes of the review of past performance and other underlying factors surrounding qualifications, HF&H focused on AVI and Waste Connections; however, for the purposes of any recommended conditions to the Assignment, LSI would be the entity bound by all City-approved conditions, should the City decide to approve the proposed Assignment. For convenience, and unless otherwise specified, this report generally references the two companies, Waste Connections and LSI, collectively as Assignee.

In general, the Review found that the transaction would result in a change in control and governance of AVI. This report presents the City with the results of HF&H's Review, which was conducted at the request of the City to support the City in determining whether it is in the City's best interest to accept the terms of the proposed Assignment, to identify existing and potential issues that may arise as a result of any City consent to Assignment, and to provide HF&H's recommendations to eliminate issues or to decrease the likelihood of the potential issues arising.

HF&H conducted a review of AVI's performance that evaluated AVI's performance under the Agreement. HF&H's analysis, findings, and recommendations, including performance shortfalls identified, are documented in the attached AVI and City of Dublin Performance Review (Performance Review), dated July 23, 2024 (Attachment 1). On their own, the specific shortfalls identified in the Performance Review were relatively minor in nature; however, taken together, the shortfalls revealed needed improvement around administrative processes and outreach and educational requirements to support diversion performance. None of the issues identified during the Performance Review resulted in AVI being subject to liquidated damages, nor was AVI found to be in breach or default of the Agreement.

HF&H also conducted a financial review of AVI that included AVI's compensation, expenses, tonnages, and billings, consistent with Article 5 and Section 27.07 of the Agreement. HF&H's analysis, findings, and recommendations are documented in the attached Review of AVI's Compensation Memorandum (Compensation Review) dated June 6, 2024 (Attachment 2). HF&H reviewed AVI's financial statements, tonnage reports, route operation statistics, AVI's compensation and other supporting documentation and after the allowable operating ratio was applied, and HF&H recommended that the City adopt a 0.92% rate increase applied to all rates, effective July 1, 2024, in accordance with Article 5 of the Agreement.

Shortly after the execution of the Agreement, the City and AVI negotiated and reached agreement on an Amended and Restated Collection Service Agreement (SB 1383 Amendment) to ensure compliance with SB 1383. The SB 1383 Amendment was never signed by the parties; however, AVI's compensation was adjusted in July of 2022 to reflect the new obligations of the SB 1383 Amendment.

HF&H conducted a review of Waste Connections' financials and recent performance in nearby jurisdictions, and also a review of the purchase agreement between AVI and the Assignee. The financial performance of Waste Connections is generally strong and appears to be adequate to recover a reasonable return on investment and maintain ongoing operating costs, based in part on potential economies of scale that may be realized by Waste Connections consolidating their LSI and Dublin operations at a single location. HF&H also determined that Waste Connections has been assessed $783,585 in liquidated damages for their failure to perform over the past few years in nearby jurisdictions. HF&H does have concerns that Waste Connections may desire to increase margins by cutting costs that could impact operational performance under the Agreement.

To address existing and potential issues that may arise as a result of an Assignment, HF&H recommends the following items be incorporated into a new collection services agreement between the Assignee and the City (Collection Services Agreement) or otherwise satisfied or resolved prior to any City consent to the Assignment being considered:

II.A.2.a City Reimbursement: AVI received compensation to convert to a Tower database system but did not perform the conversion. The City requires repayment of the amount AVI was compensated; however, the City has expressed a willingness to reduce the amount owed by AVI to allow AVI to retain a portion of actual costs incurred to implement upgrades to AVI's system in lieu of the Tower conversion, if AVI can sufficiently document relevant costs to the satisfaction of the City. The City is under no obligation to reduce the amount owed by AVI.

Recommendation: The City should be paid up to $131,906.28 by AVI prior to any transaction closing.

II.B.2.b Company Name: The Assignee has represented that the only substantive and immediate change at the time of the transaction closure would be the ownership of AVI. The City has expressed a desire for the name of the company providing services to the City to remain unchanged, which provides for continuity for the City's ratepayers in knowing the name of their collection service provider.

Recommendation: As a condition to City consent to the Assignment, and throughout the term of the new Collection Servies Agreement, the Assignee should be required to retain the name "Amador Valley Industries".

II.B.2.a Annual Personnel Expenses: Following an acquisition, there is always a risk that the acquiring company seeks to implement cost savings measures to increase profitability and further leverage positions that are already fully leveraged. This risk increases when assignment transaction costs are not expected to be fully recovered during the remaining term of any service agreement, as is the case here. Further, it was noted during the Performance Review that some of AVI's performance shortcomings in performance were most likely due to insufficient staffing and/or vacancies. The Assignee provided an organizational chart during the Review that depicted the organizational structure of the Dublin operation, the position titles, and the minimum number of FTE(s) for each position.

Recommendation: The Assignee should be required to provide a complete organizational chart for the Dublin operation that includes all the required positions, the percentage of Assignee's full-time employment dedicated to Dublin, and whether

position(s) or percentages of full-time employment are considered allowable as direct costs or allocated costs such that they will be handled correctly in any future compensation adjustment.

Recommendation: For at least the first three years of the agreement, the Assignee should be required to provide the City with a quarterly accounting of personnel expenses for positions dedicated to the City of Dublin, in a sufficiently detailed format as approved by the City, inclusive of all paid compensation and benefits and accrued liabilities. After the initial three years, the City may consider reducing the frequency of this accounting to an annual basis, replacing the quarterly requirement.

Recommendation: In addition to other repayment requirements described in this report, HF&H recommends the following requirements related to personnel expenses:

i. If the annual direct and allocated spend on allowable personnel, adjusted for vacancies and any inactive but paid positions, *decreases* year-over-year, the Assignee should be required to repay the City the amount of the reduction, increased by the allowable operating ratio such that any profit calculated on unspent personnel expenses is also paid back to the City. The Assignee has already agreed to a repayment process drafted by HF&H in one of their nearby jurisdictions and HF&H would recommend a similar process be incorporated into the Assignee's new Collection Service Agreement.

ii. If the annual direct and allocated spend on allowable personnel, adjusted for vacancies and any inactive but paid positions, does not increase by at least the most recently applicable prior rate adjustment factor, for the prior year and/or if the City experiences a noticeable decline in performance and/or the provision of any services the Assignee should be required to provide the City with a written explanation on the reason(s) for the shortfall and the Assignee should be required to allow the City to conduct a more thorough review. If the review reveals that any active and dedicated positions were cut, then the Assignee should be required to reinstate and timely fill those positions and if such vacancy(ies) persist, then the Assignee should be required to repay the City following the process referenced in subsection i above.

iii. To the extent that any position vacancies persist, as defined by a continuous vacancy in any required position(s) that is greater than two months (sixty (60) calendar days), or become recurring, as defined by a filling and vacancy in the same position in any twelve-month period, the Assignee should be required to repay the City following the process referenced in subsection i above. Such repayment would be applicable where any repayment is not otherwise captured above and would be calculated as a monthly rate adjusted annually on each July 1, for any portion of a 30-day period of such vacancy(ies).

II.B.2.b New Collection Services Agreement: Absent the execution of a new Collection Services Agreement, the Assignee would be acquiring AVI's interest in the existing Agreement including compensation for the unsigned SB 1383 Amendment without an obligation to perform pursuant to the terms of the unsigned SB 1383 Amendment.

Recommendation: As a condition precedent to the effectiveness of any City consent to Assignment, the Assignee should be required to execute a new Collection Services Agreement with the City that is based on the SB 1383 Amendment and incorporates City-approved conditions from this Review.

II.B.2.c Processing Agreements: AVI does not currently have first-party agreements with the processor of recyclable materials or organics materials and relies on other contracts held by AVI's related affiliates and/or related affiliates' agreements with other companies. The City has expressed a desire to engage in its own first-party agreements for these services but needs assurances that the City's material will be properly handled, at no additional cost to the City, while that process is underway.

Recommendation: As a condition precedent to the effectiveness of any City consent to Assignment, the Assignee should be required to demonstrate, to the satisfaction of the City, that there is guaranteed processing capacity for the City's recyclable materials and organic materials through at least June 30, 2025, at a diversion performance that is equal to or greater than AVI's current processing diversion performance through its affiliates.

Recommendation: The Assignee should be required to meet and confer with the City prior to December 31, 2024, to discuss the most appropriate compensation methodology for the City's first-party processing service providers in the future such that the arrangement does not benefit the Assignee or cause a detriment to the City or the ratepayers.

II.C.2.a Cost Basis: Both the Agreement and the SB 1383 Amendment describe the process for future compensation reviews that are to be performed every three years. In order for such compensation reviews to accurately evaluate the Assignees' compensation, the City will need to know the Assignee's actual operating expenses to establish a baseline, and the City should have an opportunity to evaluate the accuracy of the reported expenses.

Recommendation: To give the City a proper cost-basis from which to evaluate compensation of the Assignee, the Assignee should be required to complete a set of cost forms, the format of which should be agreed upon by the City and the Assignee, and such forms should be required to accurately reconcile with the Assignee's financial statements for the Dublin operations after one complete rate year of Assignee's operations. Further, the City should have the right to require the Assignee to document, to the City's satisfaction, all such expenses and/or allocation methods to attribute expenses to the Assignee's services to the City.

II.D.2.a.i Leadership: The Assignee has indicated that AVI's current General Manager will not continue as General Manager under the Assignee's operation in Dublin. The Assignee has further indicated that it does not intend to have a General Manager position dedicated full time to the City and that Assignee intends to expand the responsibilities of the General Manager of Assignee's Livermore operation to also cover Dublin.

Recommendation: HF&H recommends the Assignee be required to reinstate a full-time dedicated General Manager position for the Dublin service agreement if the City experiences any materially negative impact in services or the provision of services to

customers or challenges with Assignee's ability to manage and perform the new Collection Services Agreement. Further, if such a requirement is triggered, HF&H recommends the City have the right to participate in the General Manager recruitment process including the ability to approve any offering of employment to a prospective candidate, and where such approval would not be unreasonably withheld.

II.D.2.a.ii Notice to City: As discussed above, the Performance Review found that some of the shortcomings in AVI's performance were most likely due to insufficient staffing and/or vacancies; and further that the City may not have been aware of such factors as they occurred or were occurring.

Recommendation: The Assignee should be required to notify the City in writing of any and all vacancies and fulfilment of positions providing direct services to the City within thirty (30) days of such vacancy or fulfillment. This requirement could be met affirmatively through specific notice or through a monthly reporting mechanism.

II.D.2.b.ii Local Knowledge: AVI is locally owned and operated and had a depth of localized knowledge specific to the complex regulatory environment in California. The Assignee does not appear to have the same knowledge; in fact, the California team proposed by Assignee, and identified in Assignee's organizational structure and through other documents provided for HF&H's review, are fairly new to California and the Assignee's California operations.

Recommendation: The Assignee should be required to either employ a new 0.5 full-time equivalent position that requires at least five years of municipal solid waste experience in California and the regulatory environment that supervises the Recycling Coordinators and reports to the General Manager or evidence to the satisfaction of the City that Assignee is capable of providing an equivalent level of support to the Dublin operation. Further, the sufficiency of localized knowledge that would be lost in an Assignment should not be at the ratepayers' expense and so any new expenses associated with filling this knowledge gap should not be allowable in any future compensation adjustments.

SECTION I: OVERVIEW

A. Background

The original collection service agreement between AVI and the City was executed in 2005. The original agreement granted AVI the exclusive rights and obligations to collect residential waste and recyclable materials from single-family and multi-family dwellings, commercial service units, City service units, and Dublin Unified School District service units, and transport collected materials to designated facilities. Over the next seven years, the parties executed five amendments that included a myriad of changes to the respective obligations of the parties and the services provided under the agreement. On September 20, 2020, AVI and the City executed the Agreement that consolidated the terms of the original agreement and first five amendments as well as incorporating a new sixth amendment that extended the term of the agreement and provided for more expanded services.

In 2022, the parties began negotiating what would have been a seventh amendment to the Agreement (SB 1383 Amendment) that imposed new requirements related to AVIs support of the City's compliance

with SB 1383, the Short-Lived Climate Pollutants Reduction Strategy. The SB 1383 Amendment included requirements that enhanced AVI's public education and outreach services and reporting and made additional improvements to the substance and form of the Agreement. In anticipation of the execution of the nearly finalized SB 1383 Amendment, the City approved a rate adjustment to become effective July 1, 2022 that incorporated the requisite compensation for AVI to perform these new obligations; however, due to unforeseen circumstances and other factors, the City and AVI never signed the SB 1383 Amendment.

In December of 2022, the City initiated a review of AVI's performance and engaged HF&H to complete the Performance Review. The Performance Review evaluated AVI's performance during calendar year 2022. The final AVI and City of Dublin Performance Review dated July 23, 2024, is provided as Attachment 1 to this Review. In December of 2022, the City initiated a review of AVI's compensation and engaged HF&H to complete the Compensation Review. The Compensation Review was completed for the rate year covering July 1, 2022 through June 30, 2023. The final Review of AVI's Compensation Memorandum dated June 6, 2024, is provided as Attachment 2 to this Review.

AVI Notifies City of Intent to Sell

On March 8, 2024, the City received formal notice from AVI of its intent to sell the company to Waste Connections, Inc., inclusive of AVI's interests in the Agreement with the City. AVI entered into a purchase agreement on July 1, 2024 to sell AVI's stock and other interests, including AVI's Agreement with the City of Dublin. Section 35.01 of the Agreement provides as follows:

> No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of the CITY. The CITY shall have the full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR.

An assignment, as defined in Section 35.03 of the Agreement, generally means any material change in the ownership of the company including, pursuant to subsection 35.03.(ii):

> A sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR'S voting securities).

HF&H and the City were initially notified that AVI was proposing to sell all of AVI's stock and all other interests, including the Agreement to Waste Connections. However, upon receiving the purchase agreement for review on July 1, 2024, the purchase agreement indicated that the acquiring company is not Waste Connections (WC) but instead Livermore Sanitation Inc., a Waste Connections company.

Assignment Review

For the purposes of the review of past performance and other underlying factors surrounding qualifications, HF&H focused our review on AVI and Waste Connections; however, for the purposes of any recommended conditions to the Assignment, LSI would be the entity bound by all City-approved conditions, should the City decide to approve the proposed Assignment. For convenience, and unless otherwise specified, this report generally references the two companies, Waste Connections and LSI, collectively as Assignee.

The issue areas covered in this Review are as follows:

Compliance Issue Areas (AVI)

- Implementation of all collection services and recycling programs
- Public education and outreach
- Performance consistent with the standards of performance defined in the Agreement
- Billing review
- Delivery of material to the correct facilities
- Provision of operating assets that meet the requirements of the Agreement
- Reporting
- Payment of fees

Assignment Term Issue Areas (AVI and Waste Connections)

- Financial condition of AVI and Assignee
- Risk to the City and/or ratepayers

Financial Condition Issue Areas (Waste Connections)

- Financial health and stability
- Return on investment
- Ability to maintain ongoing operating costs without compromising performance

Experience and Qualification Issue Areas (AVI and Waste Connections)

- Experience and Qualifications
- Past Performance and Liquidated Damages

B. Techniques

In addition to the Performance Review and Compensation Review, included as Attachment 1 and Attachment 2 to this Review, HF&H's Review team conducted the following activities specific to this Review:

- Initial and follow-up information requests to AVI, Waste Connections, and the City.
- Meetings and exchange of written correspondence with AVI, Waste Connections, and the City.
- Review of financial and operational data.
- Review of the executed purchase agreement between AVI and the Assignee.

C. Limitations of the Analysis

The scope of HF&H's analysis during this Review was limited as follows:

- The information provided by AVI, Waste Connections, and/or the City to HF&H as requested to conduct the Assignment Review is accurate based on reasonableness within industry standards. However, the Assignment Review did not include independent verification of the accuracy or completeness of all of the source documents provided by AVI, Waste Connections, or the City.
- While the recommendations identify potential conditions to the Assignment, the scope of work for the assignment review did not include development of specific remedies. To the extent the City requests additional support from HF&H to incorporate the conditions into the new Collection Services Agreement that may be considered if the City consents to the Assignment, HF&H can support the City to implement solutions to the issues identified in this report.
- Other matters might have come to our attention that would have been reported to the City had we addressed additional topic areas, additional issues within topic areas, and/or performed additional procedures.

SECTION II: FINDINGS & RECOMMENDATIONS

HF&H performed review and analysis of:

- AVI's performance and compliance with the Agreement.
- The financial health and stability of AVI and its operations.
- The financial health and stability of Waste Connections.
- The terms under which the Assignee intends to purchase AVI's stocks and other interests, including the Agreement.
- The experience and qualifications of Waste Connections in relation to its ability to perform its obligations at or above the standards defined within the Agreement.

Generally, AVI has been found to be compliant with the terms and conditions of its Agreement with the City, with some exceptions noted in the findings below and in the attached Performance Review and Compensation Review (Attachment I and Attachment II). For areas where non-compliance was documented during the performance review, AVI was notified, was given an opportunity to respond, and has either already remedied or attempted to remedy the situation and/or HF&H has made recommendations to prevent future failures to meet compliance either of AVI or of the Assignee. Particular areas of concern that arose during the performance review are related to public education, outreach, and reporting.

HF&H believes that the recommendations below should be implemented regardless of whether the City consents to the Assignment and that these recommendations should help to ensure that the City's Agreement needs are better met.

A. Performance and Compensation Reviews

As mentioned above, prior to the City receiving notice of AVI's interest in the Assignment of the Agreement, the City had already engaged HF&H to perform both the Performance Review and the Compensation Review, which covered the vast majority of areas that would have normally been conducted as part of an assignment review. Instead, the Performance Review and Compensation Review are attached to this Review, and the outcomes of each have been incorporated into the findings and recommendations of this Review.

1. Findings

a. The findings from the Performance Review and of instances of AVI's non-compliance with the Agreement, as well as other potential areas of concern, are detailed in the Performance Review dated July 23, 2024, which is included as Attachment 1 to this Review.

b. The findings from the Compensation Review and the resulting compensation adjustment are detailed in the Compensation Review dated June 6, 2024, which is included as Attachment 2 to this Review.

2. Recommendation

HF&H recommends the following conditions be incorporated into a new Collection Services Agreement between Assignee and the City:

a. City Reimbursement: AVI received compensation to convert to a Tower database system but did not perform the conversion. The City requires repayment of the amount AVI was compensated; however, the City has expressed a willingness to reduce the amount owed by AVI to allow AVI to retain a portion of actual costs incurred to implement upgrades to AVI's system in lieu of the Tower conversion, if AVI can sufficiently document relevant costs to the satisfaction of the City. The City is under no obligation to reduce the amount owed by AVI.

   Recommendation: The City should be paid up to $131,906.28 by AVI prior to any transaction closing.

b. Company Name: The Assignee has represented that the only substantive and immediate change at the time of the transaction closure would be the ownership of AVI. The City has expressed a desire for the name of the company providing services to the City to remain unchanged, which provides for continuity for the City's ratepayers in knowing the name of their collection service provider.

   Recommendation: As a condition to City consent to the Assignment, and throughout the term of the new Collection Servies Agreement, the Assignee should be required to retain the name "Amador Valley Industries".

B. Review of Assignment Terms

HF&H reviewed the purchase agreement between AVI and Assignee and the proposed terms of the transaction. This review, along with the review performed in Section II.C Review of Financial Condition of AVI and Waste Connections (below), is intended to assess whether the proposed Assignment, and related activities, would create undue risk to the City and/or the City's ratepayers.

1. Findings

a. Calculations based on the financial statements provided by AVI show AVI is in good health and meets, and should continue to meet, favorable returns based on industry standards. HF&H has concluded that the Assignee should be able to recover an adequate return on the investment without creating undue risk to the City and/or ratepayers as a result of the transaction. This conclusion is based, in part, on the Assignee leveraging economies of scale that may be realized by the consolidation of Assignee's Livermore and Dublin operations into one single location, an option that was not available to AVI. The acquisition of this book of business will allow for the Assignee to potentially benefit from any extension to the Agreement, along with the strategic benefit of being the incumbent service provider should the City wish to go out to a competitive request for proposals.

b. The Assignment being considered by the City in the Assignee's acquisition of AVI's other interests is the Assignment of the Agreement, rather than the negotiated SB 1383 Amendment that includes provisions related to SB 1383 compliance. The SB 1383 Amendment has not been executed; however, the current customer rates include increased compensation for

compliance with the unsigned SB 1383 Amendment without the corresponding obligations of the Amendment.

c. The Agreement establishes requirements for AVI to provide processing services for the City's recyclable materials and organic materials; however, HF&H discovered that the proposed transaction between the parties did not include, as part of AVI's other interests, contracts with any third-party processing service providers for the City's recyclable materials and organic materials.

2. Recommendations

HF&H recommends the following conditions be incorporated into a new Collection Services Agreement between Assignee and the City:

a. Annual Personnel Expenses: Following an acquisition, there is always a risk that the acquiring company seeks to implement cost savings measures to increase profitability and further leverage positions that are already fully leveraged. This risk increases when assignment transaction costs are not expected to be fully recovered during the remaining term of any service agreement, as is the case here. Further, it was noted during the Performance Review that some of AVI's performance shortcomings in performance were most likely due to insufficient staffing and/or vacancies. The Assignee provided an organizational chart during the Review that depicted the organizational structure of the Dublin operation, the position titles, and the minimum number of FTE(s) for each position.

Recommendation: The Assignee should be required to provide a complete organizational chart for the Dublin operation that includes all the required positions, the percentage of Assignee's full-time employment dedicated to Dublin, and whether position(s) or percentages of full-time employment are considered allowable as direct costs or allocated costs such that they will be handled correctly in any future compensation adjustment.

Recommendation: For at least the first three years of the agreement, the Assignee should be required to provide the City with a quarterly accounting of personnel expenses for positions dedicated to the City of Dublin, in a sufficiently detailed format as approved by the City, inclusive of all paid compensation and benefits and accrued liabilities. After the initial three years, the City may consider reducing the frequency of this accounting to an annual basis, replacing the quarterly requirement.

Recommendation: In addition to other repayment requirements described in this report, HF&H recommends the following requirements related to personnel expenses:

i. If the annual direct and allocated spend on allowable personnel, adjusted for vacancies and any inactive but paid positions, *decreases* year-over-year, the Assignee should be required to repay the City the amount of the reduction, increased by the allowable operating ratio such that any profit calculated on unspent personnel expenses is also paid back to the City. The Assignee has already agreed to a repayment process drafted by HF&H in one of their nearby jurisdictions and HF&H would recommend a similar process be incorporated into the Assignee's new Collection Service Agreement.

ii. If the annual direct and allocated spend on allowable personnel, adjusted for vacancies and any inactive but paid positions, does not increase by at least the most recently applicable prior rate adjustment factor, for the prior year and/or if the City experiences a noticeable decline in performance and/or the provision of any services the Assignee should be required to provide the City with a written explanation on the reason(s) for the shortfall and the Assignee should be required to allow the City to conduct a more thorough review. If the review reveals that any active and dedicated positions were cut, then the Assignee should be required to reinstate and timely fill those positions and if such vacancy(ies) persist, then the Assignee should be required to repay the City following the process referenced in subsection i above.

iii. To the extent that any position vacancies persist, as defined by a continuous vacancy in any required position(s) that is greater than two months (sixty (60) calendar days), or become recurring, as defined by a filling and vacancy in the same position in any twelve-month period, the Assignee should be required to repay the City following the process referenced in subsection i above. Such repayment would be applicable where any repayment is not otherwise captured above and would be calculated as a monthly rate adjusted annually on each July 1, for any portion of a 30-day period of such vacancy(ies).

b. New Collection Services Agreement: Absent the execution of a new Collection Services Agreement, the Assignee would be acquiring AVI's interest in the existing Agreement including compensation for the unsigned SB 1383 Amendment without an obligation to perform pursuant to the terms of the unsigned SB 1383 Amendment.

Recommendation: As a condition precedent to the effectiveness of any City consent to Assignment, the Assignee should be required to execute a new Collection Services Agreement with the City that is based on the SB 1383 Amendment and incorporates City-approved conditions from this Review.

c. Processing Agreements: AVI does not currently have first-party agreements with the processor of recyclable materials or organics materials and relies on other contracts held by AVI's related affiliates and/or related affiliates' agreements with other companies. The City has expressed a desire to engage in its own first-party agreements for these services but needs assurances that the City's material will be properly handled, at no additional cost to the City, while that process is underway.

Recommendation: As a condition precedent to the effectiveness of any City consent to Assignment, the Assignee should be required to demonstrate, to the satisfaction of the City, that there is guaranteed processing capacity for the City's recyclable materials and organic materials through at least June 30, 2025, at a diversion performance that is equal to or greater than AVI's current processing diversion performance through its affiliates.

Recommendation: The Assignee should be required to meet and confer with the City prior to December 31, 2024, to discuss the most appropriate compensation methodology for the City's first-party processing service providers in the future such that the arrangement does not benefit the Assignee or cause a detriment to the City or the ratepayers.

C. Review of Financial Condition of AVI and Waste Connections

HF&H reviewed financial statements and other financial materials from both AVI and Waste Connections to determine the financial health and stability of both. This included the review of both companies' income statements and balance sheets and then documenting key financial ratios. HF&H compared these financial ratios to benchmarks for companies of similar size within the solid waste industry. Based on this review and the information obtained during Section II.B (above), HF&H provides the results of our analysis and opinion on whether the individual financial performance of the company is adequate to recover a reasonable return on the Assignee's investment, and whether Assignee can maintain ongoing operating costs without compromising operational performance under the Agreement.

HF&H calculated five financial ratios as described below:

Current Ratio: The current ratio roughly measures a company's ability to pay its current obligations. It is a measure of liquidity; the higher the ratio, the more liquid. It is calculated as the Total Current Assets / Total Current Liabilities.

Quick Ratio: The quick ratio is a more conservative measure than the current ratio to measure a company's ability to pay its obligations using only the most liquid assets. The higher the ratio, the more liquid. It is calculated as (Cash + Accounts Receivable) / Total Current Liabilities.

Debt to Equity Ratio: The debt to equity ratio measures the relationship between capital contributed by creditors and capital contributed by owners. A low ratio indicates greater financial safety and borrowing flexibility. It is calculated as Total Liabilities / Owners Equity.

Current Debt to Worth Ratio: The current debt to worth ratio expresses the relationship between capital contributed by owners and current capital contributed by creditors. The lower the ratio, the more easily it can cover or meet its debt obligation without having to sell a lot of assets. It is calculated as Current Liabilities / Net Worth

Profit Margin: The profit margin calculation measures a company's return on total sales. The higher the margin, the more return on its operations. It is calculated as Profit Before Taxes / Total Sales.

1. Findings

a. HF&H performed financial analysis against industry benchmarks. While liquidity metrics are more favorable for AVI, Waste Connections' size and their access to financing helps mitigate these concerns.

b. The financial performance of Waste Connections appears to be adequate to recover a reasonable return on investment and maintain ongoing operating costs based on potential economies of scale that may be realized by Waste Connections when consolidating their LSI and Dublin operations at a single location. HF&H does have concerns that Waste Connections may desire to increase margins by cutting costs that could impact operational performance under the Agreement.

Figure 1: Financial Ratio Benchmarking – AVI

Type of Ratio	Measurement	Reporting Year 2023	Industry 2022-23[1]	Ratios as Compared to Industry 2023
Liquidity	Current Ratio	3.99	**1.30**	More Favorable
	Quick Ratio	3.99	**1.10**	More Favorable
Capital Structure	Debt to Equity Ratio	0.71	**3.00**	More Favorable
	Current Debt to Worth	0.27	**0.50**	More Favorable
Operating	Profit Margin	0.15	**5.70%**	More Favorable

[1AVI] *RMAU ID: Solid Waste Collection Financial Ratio Benchmarks for sales equal to or greater than $25M.*

Figure 2: Financial Ratio Benchmarking – Waste Connections

Type of Ratio	Measurement	Reporting Year 2023	Industry 2022-23[1]	Ratios as Compared to Industry 2023
Liquidity	Current Ratio	0.68	**1.30**	Less Favorable
	Quick Ratio	0.57	**1.10**	Less Favorable
Capital Structure	Debt to Equity Ratio	1.33	**3.00**	More Favorable
	Current Debt to Worth	0.22	**0.50**	More Favorable
Operating	Profit Margin	12.26%	**5.70%**	More Favorable

[1WC] *RMAU ID: Solid Waste Collection Financial Ratio Benchmarks for sales equal to or greater than $25M.*

2. Recommendation

HF&H recommends the following condition be incorporated into a new Collection Services Agreement between Assignee and the City:

a. Cost Basis: Both the Agreement and the SB 1383 Amendment describe the process for future compensation reviews that are to be performed every three years. In order for such compensation reviews to accurately evaluate the Assignees' compensation, the City will need to know the Assignee's actual operating expenses to establish a baseline, and the City should have an opportunity to evaluate the accuracy of the reported expenses.

Recommendation: To give the City a proper cost-basis from which to evaluate compensation of the Assignee, the Assignee should be required to complete a set of cost forms, the format of which should be agreed upon by the City and the Assignee,

and such forms should be required to accurately reconcile with the Assignee's financial statements for the Dublin operations after one complete rate year of Assignee's operations. Further, the City should have the right to require the Assignee to document, to the City's satisfaction, all such expenses and/or allocation methods to attribute expenses to the Assignee's services to the City.

D. Review of Experience and Qualifications of Waste Connections

In order to determine Waste Connections' ability to perform at or above the current standard of service, HF&H reviewed information regarding Waste Connection's experience, qualifications, and performance. The experience and qualifications review included an evaluation of biographies, case studies, organizational charts, and other documents provided by the Assignee. This Review also included a review of liquidated damages assessed against Waste Connection.

1. Findings

a. Experience and Qualifications

i. Waste Connections is a publicly traded waste management company founded in 1997 that provides "non-hazardous waste collection, transfer and disposal services, including by rail, along with resource recovery primarily through recycling and renewable fuels generation…[and] serves more than eight million residential, commercial and industrial customers in mostly exclusive and secondary markets across 44 states in the U.S. and six provinces in Canada." Waste Connections indicated they provide services in approximately 50 municipalities in California, including in the greater San Francisco Bay Area, and most recently completed the acquisition of Livermore Sanitation Inc. (LSI) in December of 2022.

ii. Waste Connections has stated their intention to retain "almost all of the existing AVI employees…specifically, all drivers, customer service and outreach personnel," however, each of those employees has the ultimate discretion about their choice to remain employed and it is important that Waste Connections maintains a work environment that encourages those valued employees to stay. Waste Connections indicated many of AVI's employees are members of Teamsters Local 70 and Waste Connections indicated their commitment to abide by the terms of the current collective bargaining agreement (CBA) honoring the seniority and compensation arrangements, including the same union healthcare benefits. Waste Connections indicated the LSI employees are likewise represented by Teamsters Local 70, so HF&H further inquired about how Waste Connections intended to honor the terms of the CBA for AVI employees when Waste Connections consolidates the AVI and LSI shops at the LSI facility in the near future. Waste Connections has further stated they are "not retaining any leadership personnel from AVI" and that they have prepared their management team from their LSI operation to absorb the new employees.

b. Past Performance and Liquidated Damages

i. AVI's performance review outlines the areas of concern with their compliance with the terms and conditions of the Agreement during the review period (please refer to Attachment 1 for further details). HF&H found that AVI had no liquidated damages assessed or issues where they were otherwise notified of a breach of the terms of their Agreement.

ii. Waste Connections has been assessed $783,585 in liquidated damages for their failure to perform across five different jurisdictions under two separate agreements. These failures fell into four key performance areas that we know are important to the City: 1) recurring issues with missed collections, 2) failure to meet diversion standards, 3) failure to perform the required outreach and education activities, and 4) failure to meet the minimum requirements to provide technical assistance.

2. Recommendations

a. Experience and Qualifications

HF&H recommends the following conditions be incorporated into a new Collection Services Agreement between Assignee and the City:

i. Leadership: The Assignee has indicated that AVI's current General Manager will not continue as General Manager under the Assignee's operation in Dublin. The Assignee has further indicated that it does not intend to have a General Manager position dedicated full time to the City and that Assignee intends to expand the responsibilities of the General Manager of Assignee's Livermore operation to also cover Dublin.

> **Recommendation:** HF&H recommends the Assignee be required to reinstate a full-time dedicated General Manager position for the Dublin service agreement if the City experiences any materially negative impact in services or the provision of services to customers or challenges with Assignee's ability to manage and perform the new Collection Services Agreement. Further, if such a requirement is triggered, HF&H recommends the City have the right to participate in the General Manager recruitment process including the ability to approve any offering of employment to a prospective candidate, and where such approval would not be unreasonably withheld.

ii. Notice to City: As discussed above, the Performance Review found that some of the shortcomings in AVI's performance were most likely due to insufficient staffing and/or vacancies; and further that the City may not have been aware of such factors as they occurred or were occurring.

> **Recommendation:** The Assignee should be required to notify the City in writing of any and all vacancies and fulfilment of positions providing direct services to the City within thirty (30) days of such vacancy or fulfillment. This requirement could be met affirmatively through specific notice or through a monthly reporting mechanism.

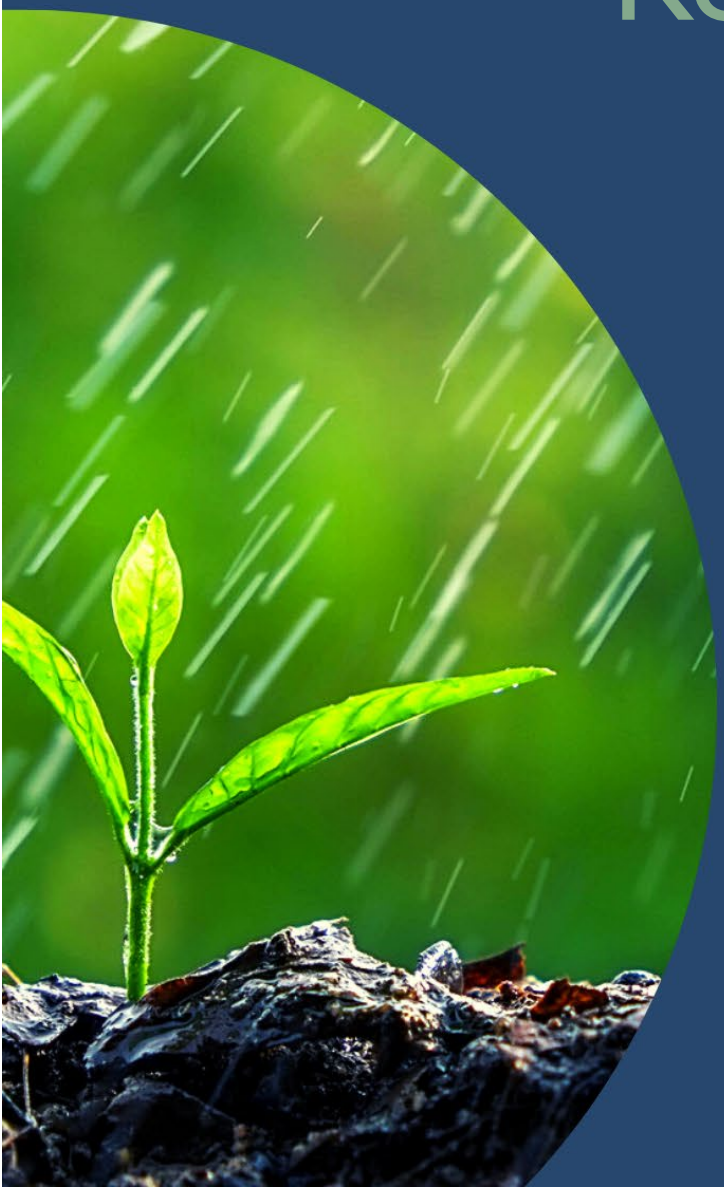
b. Past Performance and Liquidated Damages

HF&H recommends the following conditions be incorporated into a new Collection Services Agreement between Assignee and the City:

i. Local Knowledge: AVI is locally owned and operated and had a depth of localized knowledge specific to the complex regulatory environment in California. The Assignee does not appear to have the same knowledge; in fact, the California team proposed by Assignee, and identified in Assignee's organizational structure and through other documents provided for HF&H's review, are fairly new to California and the Assignee's California operations.

Recommendation: The Assignee should be required to either employ a new 0.5 full-time equivalent position that requires at least five years of municipal solid waste experience in California and the regulatory environment that supervises the Recycling Coordinators and reports to the General Manager or evidence to the satisfaction of the City that Assignee is capable of providing an equivalent level of support to the Dublin operation. Further, the sufficiency of localized knowledge that would be lost in an Assignment should not be at the ratepayers' expense and so any new expenses associated with filling this knowledge gap should not be allowable in any future compensation adjustments.

Attachment 1: AVI Performance Review




HF&H

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July 23, 2024

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

Subject: AVI and City of Dublin Performance Review – FINAL REPORT

Dear Michelle Sung,

HF&H Consultants, LLC (HF&H) provides the enclosed report on our due diligence audit and performance review (Review) of the performance of Amador Valley Industries, LLC (AVI) during calendar year 2022. HF&H evaluated AVI's performance under: 1) the signed and executed Amended and Restated Collection Service Agreement (6th Amendment), between the City of Dublin (City) and AVI, and 2) the negotiated and unsigned Amended and Restated Collection Service Agreement (SB 1383 Amendment), for which AVI began receiving increased compensation beginning July 1, 2022 to meet the increased obligations under SB 1383. This report presents the scope of our due diligence review, the findings of our review, proposed conditions to the performance of AVI based on our review, and our recommendations.

Sincerely,
HF&H CONSULTANTS, LLC

Rob Hilton
President

Dave Hilton
Senior Project Manager

Sincerely,
HF&H CONSULTANTS, LLC

EXECUTIVE SUMMARY

HF&H was engaged by the City of Dublin to complete a Performance Review (Review) of AVI in accordance with the Franchise Agreement(s), including the executed Amended and Restated Collection Service Agreement dated September 10, 2020 (6th Amendment) as well the negotiated but unsigned Amended and Restated Collection Service Agreement (SB 1383 Amendment) for which AVI was compensated. The period of this Review was for calendar year 2022 in order to review the most recently completed calendar year for ease of quarterly and calendar year annual report reviews. Additionally, this period was selected in order to review both the period prior to, and after, July 1, 2022, when compensation adjustments were made in order to implement new services in accordance with the SB 1383 Amendment.

HF&H performed the Review and analysis of AVI's performance and compliance with the 6th Amendment and the SB 1383 Amendment in five key areas. The requirements and relevant sections of each Amendment and HF&H's determination of compliance are summarized in the table below and the narrative immediately following the table, with the remainder of the report describing what was reviewed and the basis used to determine compliance.

	Determination of Compliance	
Requirement – Amendment/Agreement Section	**SB1383 Amendment**	**6th Amendment 2020**
Customer Service		
Customer Service Log – Exhibit D, Section 2.C / Section 18.04.4	Partial Compliance	Partial Compliance
Office Hours – Section 15.01	Compliant w/ City OK	Compliant w/ City OK
Website - Section 15.01.5	Partial Compliance	Partial Compliance
Public Education and Outreach		
AVI Public Education Plan – Exhibit 8.1	Partial Compliance	Partial Compliance
Compost Give-Back – Section 16.04	Partial Compliance	Partial Compliance
Compost for City – Section 16.04.1	Not Compliant	Not Compliant
HHW Event Ad – Exhibit B4.8.D / Section 11.08.1	Partial Compliance	Partial Compliance
Public School Recycling Bins – Section 16.02.3	Not Compliant	Not Compliant
Go Green Initiative – Section 16.02.2	Partial Compliance	Partial Compliance
Residential Education – Exhibit 8	Partial Compliance	Partial Compliance
Manage/Promote Service (Large Item) – Ex. B1.5 / Section 8.07.3	Not Compliant	Not Compliant
Annual Collection Service – Section 16.03 / Section 8.07.3	Not Compliant	Not Compliant
MFD HHW Collection Boxes – Section 3.07.11	Partial Compliance	*N/A*
MFD Collection Service Notices – Section 16.03	Partial Compliance	Partial Compliance
Commercial Waste Audits – Section 10.02	Not Compliant	Not Compliant
Organic Waste Containers – Section 3.07.12 / Section 3.07.10	Not Compliant (Ctrl)	Not Compliant
Diversion		
Diversion Requirements – Section 6.01	Not Compliant	Compliant
Reporting Standards		
Monthly Reports – Exhibit D2 / Section 18.04	Partial Compliance	Partial Compliance
Quarterly Reports – Exhibit D3 / Section 18.05	Partial Compliance	Compliant
Annual Reports – Exhibit D4 / Section 18.06	Partial Compliance	Compliant
Notification Procedures		
Due Date – Section 18.03	Partial Compliance	Partial Compliance

Customer Service

Findings: HF&H's review of AVI's performance and adherence to customer service requirements suggested AVI has largely been properly documenting and reporting customer complaints in accordance with the 6th Amendment; however, the review revealed that AVI was not properly

documenting and reporting customer complaints in accordance with the SB 1383 Amendment related to SB 1383 compliance.

Recommendations: HF&H recommends AVI review the reporting requirements detailed in the 6th Amendment as well as the additional requirements in the SB 1383 Amendment to identify the requirements and proactively manage customer service compliance to ensure Agreement standards are met.

Public Education and Outreach/Technical Assistance

Findings: HF&H's review of AVI's performance of public education and outreach activities, which included multiple sections and obligations in both the 6th Amendment and the SB 1383 Amendment, revealed each section reviewed had several requirements that were not being met.

Recommendations: HF&H recommends AVI align the framework of each Public Education and Outreach Plan (PEOP) with each specific requirement of the then-current Agreement to more clearly demonstrate the requirements are met and that the City and AVI develop quantitative metrics to establish what success means with regard to reaching outreach requirements.

Diversion and Facility Operations

Findings: HF&H's review of AVI's performance for Diversion and Facility Operations found that while AVI is in compliance with the use of approved facilities, it does not appear that AVI is on track to meet its diversion goals outlined in the SB 1383 Amendment.

Recommendations: HF&H recommends the City meet and confer with AVI to establish expectations around programs and outreach to achieve the diversion requirements stated in the 6th Amendment and SB 1383 Amendment moving forward.

Reports and Records

Findings: HF&H's review of AVI's performance regarding the submittal of recurring reports in both the 6th Amendment and the SB1383 Amendment revealed that timelines were missed on numerous occasions. HF&H's review of AVI's quarterly reports also revealed that AVI is not meeting the 50% diversion rate requirement prescribed in the SB 1383 Amendment.

Recommendations: HF&H recommends AVI submit a new template for the City to review and approve that cites and clearly identifies each reporting requirement under the SB 1383 Amendment. Any requirements left out from the 6th Amendment in the current reporting templates should be noted and included in the new template.

Notification Procedures

Findings: HF&H reviewed relevant materials on AVI staff, supervisors, and management internal protocols for monitoring AVI's compliance with the requirements of the 6th Amendment and found that AVI is in compliance with regard to solving complaints within the number of days allowed.

Recommendations: The City should continue to ensure that AVI is in compliance with the SB 1383 Amendment. This includes timeliness of information request and any upon request material.

Limitations of the Analysis

The scope of HF&H's analysis was limited as follows:

A. HF&H's Review is different in scope than an audit of financial statements; such audits are performed by the independent certified public accountants retained by AVI.

B. While the recommendations identify potential areas for improvement, the scope of work for the Review did not include development of specific remedies other than those incorporated into the amendments already under consideration and this report.

PERFORMANCE REVIEW

1. Customer Service Analysis

The 6th Amendment and SB 1383 Amendment both establish specific performance standards on customer service, which must be performed by AVI. The SB 1383 Agreement included the same requirements as the 6th Amendment, as well as adding reporting requirements based on SB 1383 regulations such as complaints and detailed documentation on resolutions involving SB 1383 non-compliance. HF&H reviewed the 2022 quarterly reports, and more specifically, the customer service report to verify compliance with service quality, reliability, and customer service performance standards.

Findings

HF&H found that AVI is generally compliant with the customer service requirements, with the following exceptions:

- HF&H requested detailed data from AVI's customer service log (Exhibit D, Section 2.C. of the SB 1383 Amendment). AVI did not provide a detailed list with the following information, that is required as part of the 6th Amendment: a summary of the type of complaints (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, SB 1383 non-compliance), number of complaints, complaint logs, the resolution of each complaint, including the timestamp of complaints and/or resolutions that may be seen on workorders. In accordance with Section 15.01.3 and 18.04.4 a customer call log should be provided upon request of the City. These requirements are part of the 6th Amendment and expanded in the SB 1383 Amendment to include SB 1383 non-compliance checks. In their response to the draft performance review report, AVI stated that their staff uses a City-approved template where the information requested in the template is provided on a monthly basis, however, did not provide any additional information documenting the template was approved by the City. To address these concerns, the City has agreed to provide AVI a template to use starting on the first day of the calendar month following the date the template is provided to AVI that will be considered compliant with the then-current reporting requirements.
- HF&H requested clarification from AVI on the operating hours for the local office. AVI confirmed that AVI's office closes at 5:00 p.m., whereas Section 15.01 in the 6th Amendment requires the office be open until 6:00 p.m. The City has since confirmed that the closing time of 5:00 p.m. is acceptable. HF&H requested information on AVI's response to missed calls and whether postcards sent to customers after three attempts. AVI validated that postcards are not sent, but proper protocols addressing missed calls are conducted in accordance with Section 15.01.4 of the 6th Amendment and SB 1383 Amendment.
- HF&H requested information on AVI's training protocols for customer service representatives. AVI stated that they are working to update their training protocols to include training customer service representatives on common items and behaviors around the compost stream.
- HF&H reviewed AVI's website and it does not have a frequently asked questions section or map for collection schedule, as required by Section 15.01.5 of the 6th Amendment and SB 1383 Amendment.

Recommendations

HF&H recommends AVI review the 6th Amendment as well as the SB 1383 Amendment to identify the requirements and proactively manage customer service compliance to ensure Agreement standards are

met. AVI needs to ensure that their website and physical office are in compliance with the office hours and other standards stated in the 6th Amendment and should only deviate with express written permission from the City. HF&H recommends the City provide AVI with a reporting template that is compliant with the 6th Amendment and SB 1383 Amendment on the date the template is provided for AVI's use; provided, however, that the City makes no representations or guarantees that the report template will remain compliant if AVI makes any modifications, if the City requests additional information be reported, or any reporting requirements are included in the future. Additionally, HF&H recommends that the SB 1383 Amendment be updated to reflect any changes such as office hours that have been agreed upon, to ensure that AVI is in compliance with the contract.

HF&H recommends that AVI review the SB 1383 Amendment to proactively report SB 1383 complaints and non-compliances. AVI needs to document, at a minimum, for each complaint received: name and contact information of the complainant, if the incident is not submitted anonymously; identity of the alleged violator, if known; description of the alleged violation, including location(s) and all other relevant factors known; identity of any witnesses, if known; and, if requested by the City pursuant to Section 21.01.4, the date the Contractor conducted additional outreach or investigated the complaint (if applicable); documentation of the findings of the investigation; and, any photographic evidence collected during the investigation. Contractor shall include copies of all related reports submitted by Contractor to the City in accordance with Section 21.01.4 for the SB 1383 Amendment.

2. Public Education and Outreach Analysis

The SB 1383 Amendment establishes specific public education and outreach requirements to be performed by AVI. HF&H has crossed referenced the SB 1383 Amendment with the 6th Amendment to note where any requirements are or are not applied in both. This part of the Review was broken into nine separate sections:

1. Administrative requirements
2. Website
3. Special events
4. Schools
5. Single-family
6. Multi-family
7. Commercial
8. City facility
9. Upon request

For each section, HF&H reviewed newsletters, guides, Public Education and Outreach Annual Plans (PEOPs), monthly reports, and annual reports from 2022 that were submitted by AVI. Quarterly reports were used to identify the number of engagements AVI had with customers to offer educational and/or technical support, as well as to identify the number of non-collection tags that were distributed. Additionally, quarterly reports were cross-referenced with the PEOPs to ensure deliverables were met.

Findings

Administrative Requirements

- Per Exhibit 8 of the both the SB 1383 Amendment t and the 6th Amendment, AVI's education and outreach messaging plan focuses on introducing new programs to residents and businesses, as well as increasing awareness of the need to reduce, reuse, and recycle, and the importance of buying recycled content products. The residential, multi-family and commercial plans had no messaging on the importance of buying recycled content products with the latter two plans omitted the correct setout instructions.
- AVI's program related information in public education and outreach materials was deficient as it did not include required messaging around junk mail reduction, grass recycling, or backyard composting in accordance with both the 6th Amendment and the SB 1383 Amendment.

Website Activities

- AVI met the requirements for hosting and maintaining a website, per the 6th Amendment and the SB 1383 Amendment.
- During the 2022 review period, AVI did not meet the requirements for posting residential rates on the website per the 6th Amendment and the SB 1383 Amendment. Residential rates have since been updated on the website four months after rates came into effect (completed December 2023).

Special Events Education and Outreach Activities

- Pursuant to Section 16.04 of the 6th Amendment and the SB 1383 Amendment, "AVI shall make available up to ten percent (10%) of the Compost and Mulch product (based on the weight of Organic Waste Collected of the previous year) to the City in the following categories: (i) bulk Compost and Mulch for use in City parks and City facilities; and (ii) bulk Compost and Mulch for distribution to City residents at one (1) recurring annual Compost give-away event." HF&H determined that AVI had not been proactively tracking or reporting on the Compost or Mulch product that was required to be made available to the City, however, AVI did provide internal tracking information which documented one event held on June 18, where forty-four cubic yards were given away which was the amount requested by the City. AVI and the City agree that Compost and Mulch product has been provided when requested and the City has requested AVI begin more complete reporting on the amount of Compost and Mulch product available to the City and the amount of Compost and Mulch provided upon City request.
- Exhibit B4.8.D of the SB 1383 Amendment states AVI shall prepare and pay for publication of all advertisements and public announcements regarding HHW events. As part of HF&H's initial request, AVI provided only a sample drop-off day postcard for 2023. After AVI reviewed the draft performance review report, AVI sent a postcard for the 6/18/2022 event that was during the correct period. AVI did not provide a mailing date or customer list for review as CleanEarth is responsible for scheduling and mailing the postcards.

Schools Education and Outreach Activities

- Section 16.02.3 of the SB 1383 Amendment and 6th Amendment state that AVI shall provide public schools with a standardized classroom recycling bin for every classroom and office in the district that is imprinted with the logo of the school district and the words "Dublin Schools Recycle." AVI

has not provided information regarding the recycling bins program at Dublin schools for 2022. In their response to the draft performance review report, AVI stated that the schools were not interested in participating, however, no documentation was provided, and AVI asserted there is no contract requirement to continue to offer the program continually since 2005. While the City indicated they do not agree with AVI's interpretation of this provision, the City is agreeable to removing this requirement.

- Section 16.02.2 of the SB 1383 Amendment and 6th Amendment state that AVI shall work with the City's public school district to implement the "Go Green Initiative," as part of its public education programs. AVI provides education and outreach to City schools through planned programs and upon request activities. The 2022 school education program was partially met. AVI continued to collaborate with the school district and attended a meeting with all sites to survey the current waste program and needs. However, site visits and outreach activities were not properly documented due to a recycling coordinator staffing change.

Single Family Education and Outreach Activities

- Exhibit 8.2.B of the SB 1383 Amendment and Exhibit 8 of the 6th Amendment state that single family newsletters for quarters one through four are available online. AVI did not include frequently asked questions (and answers), status reports on diversion levels, information regarding what is being done with the recyclables collected, or information about hard-to-market materials.
- Exhibit B1.5 of the SB 1383 Amendment and Section 8.07.3 of the 6th Amendment state "Contractor shall promote, manage, staff, operate and administer the Large Item Collection Service in a manner designed to encourage its wide use by Residential occupants." HF&H reviewed and was not able to find any advertisements or other related promotional information regarding the large item collection service in the newsletters.

Multi Family Education and Outreach Activities

- Section 16.03 of the SB 1383 Amendment and Section 8.07.3 of the 6th Amendment both require AVI to provide annual collection service notices and manage and promote their services. HF&H requested the program notification direct mailing, distribution date, and distribution list or quantities of flyers and service notices. AVI was not able to provide this information.
- Section 3.07.11 of the SB 1383 Amendment states information is to be made available on the AVI website regarding the multi-family household battery collection boxes. No information on household battery collection boxes was made available on AVI's website. AVI provided quarter two through four 2022 newsletters on their website, with only the quarter two newsletter containing information on battery collection. HF&H noted the quarter one's newsletter was not available on AVI's website. While this requirement is not part of the 6th Amendment, it is a requirement under the SB1383 Amendment.
- Section 16.03 of both Amendments states each calendar year during the term of this agreement, the Contractor shall publish and distribute separate notices to all MFD Service Units regarding the MFD Collection Service programs. AVI was able to provide information on multi-family recycling door hangers and flyers regarding regular pickup reminders, bulky item pick up, and recycling but it was not clear to HF&H how, when, and in what quantity hangers/flyers were distributed. Information on distribution of door hangers and flyers are included in the quarterly report, if any, for the reporting period.

Commercial Education and Outreach Activities

- Section 10.02 of the SB 1383 Amendment and the 6th Amendment both state "CONTRACTOR'S full-time Recycling Coordinator shall develop an annual Commercial Waste audit plan and submit the plan to the CITY for review no later than July 1, annually. At a minimum, the plan shall include the audit of at least two (2) and as many as five (5) Commercial Service Units per day depending on the needs of the commercial community, averaging a minimum of forty-four (44) per month." HF&H reviewed the records of commercial waste audits and found that AVI did not meet the requirements for at least two and as many as five commercial service units per day. AVI reported challenges in meeting the quarterly auditing and outreach targets due to a staffing change in the recycling coordinator role, but AVI was compensated for the position and to perform this work despite any turnover and/or vacancies.
- Section 3.07.12 of the SB 1383 Amendment and Section 3.07.10 of the 6th Amendment both state AVI and the City shall work cooperatively to implement ongoing educational and operational changes to reduce customers' use of compostable plastic bags along with other contamination in the commercial organic materials. AVI did not provide information to demonstrate compliance with regard to compostable plastics.

Upon Request

- HF&H requested information from the City regarding AVI's submittal of information related to upon request activities. The City stated that AVI has been responsive to City requests for information, but that certain requests, such as tonnage and subscription data, take longer. The current agreement does not establish a time frame of when requested data should be received, but in the SB 1383 Amendment, new language has been included to specify submission dates of reports and response time of requested data.

Recommendations

HF&H recommends AVI align each Public Education and Outreach Annual Plan (PEOP) with the specific requirements of the Agreement in order to more clearly identify compliance with the required components of the PEOPs.

HF&H recommends the City regularly review the time of submission of PEOP to ensure requirements are met. HF&H also recommends that AVI work with the City to more proactively communicate when AVI is planning and holding events related to public education and outreach requirements.

HF&H recommends that AVI should offer programs to schools as required by both the 6th Amendment and the SB1383 Amendment. If the schools decline these services, AVI should document the reason why and continue to offer annually. AVI should regularly meet with the City to discuss how to better understand trends and how to further support school programs.

HF&H recommends the City and AVI meet and discuss priorities around campaigns and outreach to put forward awareness of the HHW and battery program.

HF&H recommends that metrics be developed as part of each PEOP for measuring the success of the education and outreach programs provided by AVI and include a section within each quarterly report that compares AVI's performance against these metrics. These metrics may include, for example, increased diversion program participation in response to various targeted education and outreach campaigns.

Finally, HF&H recommends the City evaluate whether AVI has fulfilled all of its obligations under the both the 6th Amendment and the SB 1383 Amendment related to education and outreach activities and whether more explicit budgets and activities need to be identified and reviewed to ensure AVI completes these specific activities or consider whether the City should remove the obligations and compensation for these services and bring the services in house or find another contractor to perform them.

3. Diversion and Facilities Use Analysis

HF&H reviewed AVI's quarterly reports from 2022. Section 6.01 of the 6th Amendment states "Contractor shall use commercially reasonable efforts to achieve the following minimum annual Diversion rates by the Agreement Year beginning July 1, 2025," which is also required under the SB1383 Amendment." With 75% by 2025 diversion from Single-Family, Multi-Family, and Commercial customers being the target, based on the diversion numbers below it does not appear that AVI is trending in the direction to achieve these diversion goals.

Findings

Table 1: HF&H Diversion Review

Reports	75% Reached?	Diversion %	Comments
CY Q1 2022	No	41.72%	RES 49%, COM 32%
January 2022	No	42.51%	RES 49%, COM 32%
February 2022	No	41.44%	RES 48%, COM 32%
March 2022	No	41.18%	RES 48%, COM 31%
Q2 2022	No	41.94%	RES 49%, COM 32%
April 2022	No	42.57%	RES 50%, COM 32%
May 2022	No	41.91%	RES 48%, COM 33%
June 2022	No	41.35%	RES 48%, COM 33%
Q3 2022	No	41.09%	RES 48%, COM 32%
July 2022	No	41.58%	RES 48%, COM 33%
August 2022	No	41.07%	RES 48%, COM 32%
September 2022	No	40.65%	RES 47%, COM 32%
Q4 2022	No	41.25%	RES 47%, COM 33%
October 2022	No	39.67%	RES 45%, COM 32%
November 2022	No	41.37%	RES 47%, COM 33%
December 2022	No	42.59%	RES 50%, COM 33%
CY Annual 2022	No	42.96%	RES 48%, COM 32%
FY Annual 2022	No	42.19%	RES 49%, COM 32%

Diversion

- The average diversion rate of the residential sector is 48% while commercial/multi-family was lower at 32%. Based on this data, it does not appear that AVI is on track to achieve the diversion goal of 75% diversion by the Agreement Year beginning July 1, 2025, as required in both the 6th Amendment and the SB1383 Amendment.

Facility

- AVI is in compliance with the facilities listed in the 6th Amendment and SB 1383 Amendment based on review of weight tickets. AVI disposes of solid waste at Altamont Landfill. AVI processes organic materials at Blossom Valley. AVI recyclables are sent to the Alameda County Recovery Facility

located in San Leandro. Material tonnages disposed at which facilities are not listed in the monthly, quarterly, or annual reports for CY 2022.

Weight Tickets

- HF&H randomly selected 40 scale tickets to review. HF&H requested invoices to confirm the correct rate was charged per the rate sheets. No incorrect billing was found.

Recommendation

AVI must meet the minimum diversion rate stated in the 6th Amendment and SB 1383 Amendment and work with the City to develop a compliance plan to ensure AVI meets the requirement. HF&H recommends the City meet with AVI to re-establish expectations around programs and outreach to achieve the diversion requirements stated in the 6th Amendment and SB 1383 Amendment, including establishing quantitative performance measures around the annual PEOP. It may be beneficial to involve outside firms to perform deeper analysis of diversion trends and support the creation of new or more targeted outreach campaigns.

4. Reporting and Record Standards Analysis

HF&H reviewed dates and times reports were sent to indicate when AVI submitted reports to the City and compared those submission dates and times to the deadlines indicated in the 6th Amendment and the SB 1383 Amendment. HF&H reviewed monthly and quarterly reports for 2022. Additionally, AVI submitted two annual reports, one for Calendar year 2022 and one for fiscal year 2022. AVI did two overlapping reports due to schedules are realigning in the Agreement. In their response to the draft performance review report, AVI stated that the reports have been provided based on a template provided to AVI and that the City has never identified any issues with the reporting. AVI did not provide any additional information documenting the template was approved by the City. As stated in Section 1 of this Report, the City has agreed to provide AVI a template to use starting on the first day of the calendar month following the date the template is provided to AVI that will be considered compliant with the then-current reporting requirements.

When reviewing monthly, quarterly, and annual reports, HF&H noted any inaccuracies from the requirements outlined in Section 18 of the 6th Amendment and Exhibit D of the SB 1383 Amendment and, despite City acceptance, and included them in the findings below.

Findings

Monthly Reports

HF&H reviewed the monthly reporting requirements in Section 18.04 of the 6th Amendment and noted the following items in the reports:

- The solid waste data was missing from the City service and construction and demolition units. The report does not list City tonnage collected and disposed of. In the monthly diversion report, City tonnage is combined with commercial tonnage, but that language is not consistent throughout the report. In their response to the draft performance review report, AVI stated they have never been asked to separate this data; however, this data was required as part of the 6th Amendment regardless of any separate City request.
- In the recycling data, Single-Family Dwellings (SFD) and Multi-Family Dwellings (MFD) are combined in the monthly services report (Exhibit 2, Monthly Tonnage Report). AVI may have combined City data with commercial, but it is not clear throughout the report. Participation rates

relative to the total number of service units by service unit type is not included in the reports. In their response to the draft performance review report, AVI stated they have never been asked to separate this data; however, this data was required as part of the 6th Amendment regardless of any separate City request..

- AVI informed HF&H that the school's calendar year 2022 overview contained information about visits and meetings were limited due to staff turnover at AVI.
- Several of the reports were one to three days late based on the dates of their cover letter.

Per Exhibit D.2 of the SB 1383 Amendment, AVI is required to report the following additional information:

- The organic waste report - participation rates relative to weekly set outs, average daily gross tons, and the average daily number of set outs.
- The tonnage summary - tonnage by approved facility and facility type.
- The customer service log - - section detailing SB 1383 non-compliance complaints.
- The residual tonnage report - residue level and tonnage for all discarded materials processed, listed separately by material type collected and approved facility used.
- The recycling markets report - source separated recyclable materials tonnage by commodity, average commodity values, and processed residue tonnage.
- The contamination monitoring report - a description of AVI's process for determining prohibited container contaminants, a summary of contamination notices, and documentation of the total number of containers with contents disposed of due to observed prohibited contaminants.

Quarterly Reports

HF&H reviewed the quarterly reporting requirements in Section 18.05 of the 6th Amendment and noted the following items in the reports:

- The tonnage information is not compared to the corresponding tonnage data from the prior year's comparable period.
- Future event information is reported in the public education and information activities, but there is no summary of historical activities.
- The total, but not the average commercial audit information is included in reports. The results of the commercial waste audits had not been reported at the time of the initial review. A sample of the commercial waste audits were provided on 5/1/2024.

Per Exhibit D.3 of the SB 1383 Amendment, AVI is required to report the following additional information:

- The progress with implementing SB 1383 programs, and descriptions of any opportunities identified or challenges faced, including plans for addressing such challenges.
- A service evaluation report, including market factors, publicity conducted and needs, and descriptions of processed material loads rejected for sale.
- Documentation of all materials exported out of State, as provided in 14 CRR Sections 18800 through 18813.

Annual Reports

HF&H reviewed the annual reporting requirements in Section 18.06 of the 6th Amendment and noted the following items in the annual reports:

- Quarterly reports are summarized by the year and not by quarter.
- The annual report does not include the Summary of Historical and Proposed Activities.
- Organic Waste tonnage data is not listed by processing facility.
- The Used Oil Program cost financial data is not segregated between SFD and MFD. The financial data does not include three of the four categories (administration, collection, and transportation).
- The diversion plan is missing from the annual report.
- The large item report is missing the disposal facility name and location, average price received or paid per ton and total revenue, expenditures, and total net costs or proceeds.
- The textiles report is missing the disposal facility name and location, average price received or paid per ton and total revenue, expenditures, and total net costs or proceeds.
- The special events report omits historical comparison of annual events (Holiday Tree Collection) and the average of all Agreement years.

Per Exhibit D.4 of the SB 1383 Amendment, AVI is required to report the following additional information:

- The documentation demonstrating that the actual percent of the material removed for landfill disposal that is organic waste is less than the percent specified in in either 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable. If applicable, AVI will demonstrate compliance with the digestate handling requirements specified in 14 CCR Section 17896.5
- The summary of all data provided in the tonnage report sections, including totals and averages from the quarterly and annual data, and subscription data.
- The total amount of mulch and/or compost product provided to the City.
- The results of the City's annual compost give-away event.
- The total amount of SB 1383 renewable natural gas procured for use in vehicles including copies of any receipts, invoices, or other similar documentation.
- The total number of SB 1383 regulatory non-compliance complaints that were received, and the total number investigated. This report will also include the total number of contamination notices categorized by sector, and copies of all contamination notices and educational materials issued to non-compliant generators.
- The list of all vehicles used in performing services under the Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date if applicable, and mileage on June 30.
- The following on education and outreach:
    - A copy of all education and outreach materials;
    - A record of the distribution date and recipients of direct, in-person contact;
    - A record of the date, number of recipients, and a copy of the information distributed through mailings or bill inserts;

- A copy of electronic media, including the dates, posted to social media, e-mail communications, or other electronic messages;
- A summary of the status of the annual education and outreach plan;
- A record of all technical assistance efforts;
- A list of all languages that education materials were provided in; and,
- A copy of all special event reports.

- The documentation of written notification if the organic waste processing facility has the capability to process and recover compostable plastics throughout the term of the Agreement.

Additional Reports

Per the SB 1383 Amendment, AVI may be required to report the following information at the City's request:

- Copies of AVI's AB 901 reports;
- Incident reports;
- Facility capacity planning information;
- Excuse from performance; and,
- Customized reports from records AVI are required to maintain.

Recommendations

- AVI and the City should meet and discuss the importance and timeliness of certain reporting requirements and if current requirements need to be revised to better understand customer information and activity in order to create more effective programs to increase diversion.
- AVI should submit a new template for the City to approve that will record and report the all the requirements in the SB 1383 Amendment, provided, however, that City approval of such a template does not relieve AVI of the responsibility to comply with the provisions of the contract. Additionally, any requirements left out from the 6th Amendment in the current reporting templates should be noted and included in the new template.

5. Notification Procedures Analysis

HF&H reviewed relevant materials on AVI staff, supervisors, and management internal protocols for monitoring AVI's compliance with the requirements of the 6th Amendment. HF&H obtained copies of notices transmitted to customers related to the specific noticing requirements to ensure that such notices were compliant with the requirements of the 6th Amendment.

Findings

- HF&H sampled 60 notification procedures for customer resolution from 2022 and noted AVI is in compliance with the number of days taken to resolve the complaint.
- The City has notified HF&H of the slow response times from AVI. The 6th Amendment does not state required dates of submission or timeline for responses. In the SB 1383 Amendment, Section 18 and Exhibit D states the required timelines and/or dates of all requested submissions and data to the City.

Recommendation

The City should continue to ensure that AVI is in compliance with the SB 1383 Amendment. This includes established timelines for resolving complaints and for responding to City requests for additional information and/or supporting materials.

Attachment 2: AVI Compensation Review




HF&H

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MEMORANDUM

To:	Shannan Young, Environmental and Sustainability Manager – City of Dublin
From:	Rob Hilton, President – HF&H Consultants
	Dave Hilton, Senior Project Manager – HF&H Consultants
Copy to:	Debbie Jeffery, Manager – AVI
Date:	June 6, 2024
Subject:	Review of AVI's Compensation – Final Report

HF&H Consultants, LLC (HF&H) provides the enclosed report on our due diligence compensation review (Review) to verify Amador Valley Industries, LLC (AVI)'s compensation under the Amended and Restated Collection Service Agreement (Agreement) between the City of Dublin (City) and AVI. This report presents the scope of our due diligence review, the findings of our review, proposed conditions to the compensation of AVI based on our review, and our recommendations.

Scope of Work

We performed the following procedures as part of our review:

- Reviewed AVI's actual eligible costs during the prior rate period (FY 22/23), including the review of financial statements, tonnage reports, route operation statistics, and other supporting documentation to verify the accuracy and practicality of the costs associated with the Agreement;
- Verified the revenue generated from customer billings in order to assess the reasonableness and accuracy of the gross rate revenues as reported by AVI;
- Reviewed the current customer subscription data received from AVI multiplied by the current rated in order to calculate revenue received;
- Tested a limited judgement sample of commercial and residential customer accounts to verify the rates matched the current City-approved rate schedules;
- Applied the RRI methodology to convert 2023/24 eligible expenses into 2024/25 dollars; and,
- Determined the City's revenue requirement.

Findings

HF&H reviewed financial statements from AVI to verify AVI's compensation is consistent with an operating ratio not greater than 90%. This included reviewing financial statements, tonnage reports, route operation

statistics, customer subscription, and other supporting documents. HF&H compared these financial ratios to what is allowed. Based on this review and the information obtained for AVI, HF&H has provided the results of this analysis to ensure that rate payers are not over-funding this operating ratio through collection rates.

HF&H reviewed the following sections described below:

Cost and Expenses Determination

Financial Statement

HF&H reviewed AVI's audit financial and verified the amounts with supporting documentation. HF&H reviewed operating expenses in the audited financials to actuals for the year to test the audited financials were accurate. We found no discrepancies during this section of the review.

City Fees

Section 4.04 of the Agreement states Contractor shall make payment to the City of a franchise fee, administrative fee, and such other fees as may be specified. Monthly fee remittances to the City were recalculated and verified per the language in the Agreement. We found no discrepancies during this section of the review.

Figure 1: Summary of Fees Recalculated by HF&H

Date	Franchise Fee	Administration Fee	C&D Fee	Total City Fees
Jul-22	$ 235,209	$ 100,701	$ 43,094	$ 379,005
Aug-22	244,302	104,594	42,129	391,025
Sep-22	233,662	100,039	69,119	402,820
Oct-22	294,646	126,148	51,049	471,844
Nov-22	254,444	108,936	44,506	407,885
Dec-22	232,311	99,460	51,156	382,928
Jan-23	921,892	394,694	38,756	1,355,342
Feb-23	259,306	111,018	33,329	403,652
Mar-23	326,979	139,991	22,766	489,735
Apr-23	253,144	108,380	47,380	408,903
May-23	913,823	391,239	25,578	1,330,640
Jun-23	233,543	99,988	49,110	382,640
Jul-23	258,916	110,851	11,068	380,835
Aug-23	240,537	102,982	38,565	382,085
Sep-23	266,976	114,301	44,589	425,865
Total	**$ 5,169,689**	**$ 2,213,322**	**$ 612,194**	**$ 7,995,205**

Tonnage Reports

HF&H reviewed AVI's annual and quarterly tonnage reports to the City and verified the amounts with supporting documentation. HF&H recalculated the tonnages in the reports and selected 40 weight tickets

to verify the correct weight and tipping fee is applied. AVI provided the receipt with the correct tonnage and rate amounts. We found no discrepancies during this section of the review.

Route Operation Statistics

HF&H reviewed AVI's submitted operation statistics form for reasonableness and accuracy. We compared approximate jurisdictions to AVI's account, labor, and route information. Account information matched the subscription data provided. We reviewed route information for reasonableness by comparing route hours and the efficiency of lifts per route to jurisdictions with similar ratios. We found no discrepancies during this section of the review.

Revenue Review

HF&H reviewed customer services data to determine the accuracy of gross rate revenue reported by AVI. We utilized customer subscription data from AVI and multiplied by the 2022 service rate to verify AVI's audited financial. HF&H reviewed the reasonableness of AVI's method of calculating revenue and performed our own build-up of rate revenue based on actual fiscal year 2022-2023 revenue and determined the accuracy. We found no discrepancies during this section of the review.

Billing Review

HF&H reviewed 45 total invoices provided by AVI to test for systemic billing errors. We tested 15 residential, 15 multi-family, and 15 commercial class customers and noted the correct charge for each line item. We found no discrepancies during this section of the review.

Figure 2: Billing Testing

Customers	Accounts Tested	Number of Errors
Residential	15	0
Mulit-Family	15	0
Commercial	15	0
Total	**45**	**0**

Contractor Compensation

HF&H worked with AVI to adjust the current fiscal year (FY) 2022 – 2023 to reflect the audited financials and removal of excess profit. Figure 3 shows prior years rate application with HF&H's agreed compensation amounts in FY 6/30/23 column. AVI is in agreement with HF&H regarding the methodology of the financial review and the calculation of projected compensation elements moving on.

Exhibit 2 states the methodology used in calculating the following eight elements: 1. Collection Compensation Element; 2. Commercial Recycling Incentive Element; 3. Disposal Compensation Element; 4. Container Compensation Element; 5. Recycling Material Diversion Compensation Element 6. Organic Waste Diversion Compensation Element; 7. Vehicle and Administration Element; 8. Fee Compensation

MEMORANDUM

Element. HF&H review AVI's FY2023 and FY2024 rate application. No discrepancies in calculation were found during this section of the review.

Figure 3: HF&H True Up Compensation

			HFH True Up Step 1	
			AVI Rate Model	
For Rate Change Effective Approved Budget for			7/1/2022 FY 6/30/23 Current	7/1/2023 FY 6/30/24 Needed
Contractor Compensation			Contractor Compensation	Calculated Contractor Compensation Ref. Page 2
Collection Compensation Element Excluding Officer Compensation			$ 13,537,422	**$ 14,892,240**
Collection Compensation Element - Officers Compensation		Frozen	840,000	**840,000**
Commercial Recycling Compensation Element			421,795	**$451,194**
Commercial Recycling Compensation Element Reduction Amount		Frozen	(421,795)	(421,795)
Disposal Compensation Element		Standard Formula	1,353,693	**1,338,234**
Container Compensation Element			321,578	**330,711**
Recycling Material Diversion Compensation Element				
Recyclable Material Processing Cost (7/1/21- 6/30/22)			1,216,902	
Recyclable Material Processing Cost (7/1/22-6/30/23)		Calc		**1,196,893**
Organics Compensation Element	**All ORG**	Calc	1,101,963	**653,628**
Commercial Food Waste Compensation Element		Calc	-	336,200
Vehicle & Admininistration Asset Replacement Element			1,611,549	**1,611,549**
Total Costs before Franchise Fees			**19,983,107**	**21,228,854**
6. Fee Compensation Element	City Fees Current	City Fees Needed		
Franchise Fee	16.35%	16.35%		
Admin Fee	7.00%	7.00%		
Total	23.35%	23.35%	6,087,483	6,466,976
7 Total Calculated Compensation			**26,070,590**	**27,695,830**
Add Cost of Mid Year Dump Rate Changes				
Less Former City Organic Subsidy				
Rounding				-
Required Compensation from Rates			**$ 26,070,590**	**$ 27,695,830**
Forecasted Revenue using Current Rates and	Dec. 2022	Census (see page 18)		26,873,349
Required Rate Increase				**$ 822,481**
Average Rate Increase Percentage				**3.06%**

MEMORANDUM

Methodology of Rate Adjustment

The following sections summarizes HF&H's process in calculating the rate adjustment factor. We adjusted the financials to address the true up necessary from the compensation review. HF&H follows the methodology set forth by the Agreement to forecast FY24-2025 rate adjustment. HF&H recommends a 0.92% in rate adjustment following methodology of AVI's FY2024 rate application:

Refuse Rate Index Adjustment (RRI)

Article 5.05.1.1 of the Agreement contains a detailed methodology for incorporating index and labor changes in the annual rate adjustment to find the value of the RRI factor. The calculation begins with the percent change in Labor according to the Teamster Union Local 70 Contract, vehicle maintenance index, and consumer index. We found the operating cost categories using the audited financials. The cost of the total expenses is used to find the weight of each cost category in relation to total cost. The weighted percentage of the costs are multiplied by the by the percentage change in the calculated indexes to get an RRI factor. The RRI factor used in AVI's submitted application is 4.06%.

Commercial Recycling Compensation

Article 5.05.7.4 of the Agreement states the commercial recycling compensation element shall be the initial commercial recycling compensation element stated in Article 5.05.7.3 minus the commercial recycling compensation reduction amount of $421,795. Article 5.05.7.3 states the annual commercial recycling compensation element adjustment shall be calculated by multiplying the commercial recycling compensation element times (one plus the sum of the RRI factor and the ATG (annual tonnage growth) factor). The forecasted commercial recycling compensation element is $47,717 ($496,512 - $421,795).

Adjusting Rates to Reflect Changes in Landfill / Disposal Cost

Article 5.05.3 states annual disposal compensation element adjustment shall be calculated by multiplying the disposal compensation element times (one plus the AT (annual tonnage) factor and multiplying the result, (the disposal compensation element adjusted for growth), times (one plus the ATF (annual tip fee) factor) as show in Exhibit 2. The growth of tonnage has decreased resulting in an annual tonnage factor of -6.98% and the annual tipping fee factor is 1.82% based on the growth of approved tip fee. The forecasted disposal compensation element is $1,267,481.

Container Compensation Element

Article 5.0535 states the container compensation element represents the amortized cost of carts and bins over the lifetime of the Agreement and shall not be adjusted except to account for customer growth through the use of the AG (annual growth) factor. The AG factor for year end 2023 is 1.31%. Prior year container compensation of $330,771 is multiplied by the AG factor to get FY2024 cost. The forecasted container compensation element cost is $335,043.

Recycling Material Diversion Compensation Element

Article 5.05.8 of the Agreement states recycling materials division compensation element is calculated annually by multiplying (a) the actual tonnage of recyclable materials delivered by contractor in prior

calendar year (January 1 – December 31) by the anticipated per-ton tip fee to be charge by such MRF during the subsequent Agreement year. The forecasted recycling materials division compensation element cost is $1,157,932.

Organic Waste Diversion Compensation Element

The organic waste is made up of two categories, commercial food waste and all other organic waste. Both categories will be calculated in the same manor. Article 5.05.9 of the Agreement states organic waste materials division compensation element is calculated annually by multiplying (a) the actual tonnage of organic waste materials delivered by contractor in prior calendar year by the anticipated per-ton tip fee to be charge by the organic waste processing facility during the subsequent Agreement year. The forecasted commercial food waste cost is $426,423 and all other organic waste $675,540.

Vehicle and Administration Element

Article 5.18 of the Agreement states beginning July 1, 2020 the baseline Vehicle and Administration Asset Element shall be set at $1,595,575. That amount was increased to $1,611,549 to account for additional costs associated with SB 1383. The baseline amount shall not be subject to the annual rate adjustment. The forecasted vehicle and administration element cost is fixed at $1,611,549.

Fee Compensation Element

Article 5.05.6 states fee compensation shall always be equal to the sum of the collection element, disposal compensation element, and container compensation (base compensation) divided by [1 minus the sum of the then current fee percentages] minus the base compensation. The fee compensation is made up of the franchise fee and administrative fee.

Article 4.04.1 states the franchise fee percentage shall 16.35% with respect to revenue received for services performed by contractor after June 30, 2021 and during the remaining term of this Agreement unless adjusted by the City. Article 4.04.2 states the administrative fee percentage shall be 7.00% with respect to revenue received for services performed by contractor after June 30, 2021 and during the remaining term of this Agreement unless adjusted by the City. The forecasted fee compensation element is $6,720,645.

Rates Projected to Meet Total Compensation

The following table summarizes the difference in AVI's FY22-2023 audited financial total compensation of $26,070,590 to provide franchised services and AVI's proposed cost for FY24-2025. Based on our review of the compensation and methodology of the application described in this report, we have determined that a recommended 0.92% overall rate increase is consistent with the rate-setting methodology described in the Agreement.

MEMORANDUM

Figure 4: 2 Year Forecast of Collection Service Compensation

	FY 22-2023	FY 24-2025 (Proposed Costs)	Absolute Change	Percent Change
Collection Compensation Element	$13,537,422	$15,699,874	$2,162,452	16%
Collection Comp. Element - Officer Compensation	$840,000	$840,000	$0	0%
Commercial Recycling Compensation Element	$421,795	$469,512	$47,717	11%
Com. Recycling Comp. Element Reduction Amount	($421,795)	($421,795)	$0	0%
Disposal Compensation Element	$1,353,693	$1,267,481	($86,212)	-6%
Container Compensation Element	$321,578	$335,043	$13,465	4%
Recycling Materials Diversion Compensation Element	$1,216,902	$1,157,932	($58,970)	-5%
Organic Waste Diversion Compensation Element	$1,101,963	$1,101,963	$0	0%
Vehicle and Administration Asset Element	$1,611,549	$1,611,549	$0	0%
Fee Compensation Element	$6,087,483	$6,720,645	$633,162	10%
Total Costs	**$26,070,590**	**$28,782,204**	**$2,711,614**	**10%**

MEMORANDUM

Figure 5: RRI Methodology

			HFH True Up Step 2	
			AVI Rate Model	
For Rate Change Effective			7/1/2023	7/1/2024
Approved Budget for			FY 6/30/24	FY 6/30/25
			Current	Needed
Contractor Compensation			Contractor Compensation	Calculated Contractor Compensation Ref. Page 2
Collection Compensation Element Excluding Officer Compensation			$ 14,892,240	**$ 15,699,874**
Collection Compensation Element - Officers Compensation		Frozen	840,000	**840,000**
Commercial Recycling Compensation Element			451,194	**$469,512**
Commercial Recycling Compensation Element Reduction Amount		Frozen	(421,795)	(421,795)
Disposal Compensation Element		Standard Formula	1,338,234	**1,267,481**
Container Compensation Element			330,711	**335,043**
Recycling Material Diversion Compensation Element				
Recyclable Material Processing Cost (7/1/22- 6/30/23)			1,196,893	
Recyclable Material Processing Cost (7/1/23-6/30/24)		Calc		**1,157,932**
Organics Compensation Element		Calc	653,628	**675,540**
Commercial Food Waste Compensation Element		Calc	336,200	426,423
Vehicle & Admininistration Asset Replacement Element			1,611,549	**1,611,549**
Total Costs before Franchise Fees			**21,228,854**	**22,061,559**
	City Fees			
6. Fee Compensation Element	Current	Needed		
Franchise Fee	16.35%	16.35%		
Admin Fee	7.00%	7.00%		
Total	23.35%	23.35%	6,466,976	6,720,645
7 Total Calculated Compensation			**27,695,830**	**28,782,204**
Add Cost of Mid Year Dump Rate Changes				
Less Former City Organic Subsidy				
Rounding				-
Required Compensation from Rates			**$ 27,695,830**	**$ 28,782,204**
Forecasted Revenue using Current Rates and	Dec. 2023	Census (see page 18)		28,520,902
Required Rate Increase				**$ 261,302**
Average Rate Increase Percentage				**0.92%**

MEMORANDUM

Recommendation

After review of AVI's financial statements, tonnage reports, route operation statistics, contractor compensation and other supporting documentation, we recommend the City adopt a 0.92% rate increase applied it all rates in accordance with Article 5 of the Agreement.



HF&H Consultants, LLC
590 Ygnacio Vally Road, Suite 105
Walnut Creek, CA 94596

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: June 25, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2024-25 Annual Assessment

Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider adopting two separate resolutions establishing the garbage rates effective July 1, 2024 and establishing the Fiscal Year 2024-25 refuse-related property tax assessment.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2024-2025; and adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

FINANCIAL IMPACT:

The annual rate adjustment for the Fiscal Year 2024-25 will result in a 0.92% increase for all rates. The residential garbage and recycling service fees, which are collected on the Property Tax bill as an annual assessment, will increase by $0.39 per month on the required residential 32-gallon can to a total of $42.92 per month. The proposed commercial rate increases vary based on the service level selected. The proposed rate of $208.26 represents the average service level for a one-yard bin collected once per week.

DESCRIPTION:

Background

In January 2005, the City executed an Agreement with Amador Valley Industries, LLC (AVI) for service that began July 1, 2005 and continued to June 30, 2020. On June 16, 2020, the City Council approved an Amended and Restated Agreement with AVI to extend the term to 2035, address capital equipment replacement needs, and incorporate local and state requirements. In addition, a new rate model approach was agreed to that addresses annual rate adjustments, component cost separation, and regular financial reviews. The financial reviews are to be done by a third-party administrator every three years to confirm reasonableness and to ensure that an industry standard level of operating margin is being maintained by AVI.

Financial Review

As part of the Fiscal Year 2024-25 rate adjustment, the City engaged HF&H Consultants, LLC, to perform the financial review. The review included components summarized in Table 1.

Table 1. Financial Review Results

Area	Summary	Findings
Financial Statement	Reviewed audit and verified amounts with supporting documentation.	No Discrepancies
City Fees	Verified correct amount was remitted to City.	No Discrepancies
Tonnage Reports	Verified amounts of annual/quarterly tonnage reports with supporting documentation.	No Discrepancies
Route Operation Statistics	Reviewed route information for reasonableness by comparing City to other similar jurisdictions.	No Discrepancies
Revenue Review	Reviewed revenue by utilizing customer subscription data and service rates to verify AVI's audited financials.	No Discrepancies
Billing Review	Reviewed 45 invoices through different customer classes to test for systemic billing errors.	No Discrepancies
Contractor Compensation Calculation	Reviewed prior two years rate calculations.	No Discrepancies

Compensation Review

The rate approach included in the Agreement was the periodic review of AVI's financial statements to verify AVI's compensation is consistent with an operating ratio not greater than 90%, which is the industry standard. To accomplish this, HF&H reviewed AVI's audited financials for Fiscal Year 2022-23 to determine the revenue requirement needed to meet the 90% operating margin. During the review it was found that actual revenue collected during FY 2022-23 was $292,182 higher than was necessary to maintain the 90% operating margin (Table 2).

Table 2. Audited Revenue Requirement for FY 2022-23

	FY 2022-23 (Actual)	FY 2022-23 (Audited)	Difference (+/-)
Total Revenue Required	$26,362,772	$26,070,590	($292,182)

True-Up Calculation

To account for this difference, HF&H conducted two calculations. First, the Fiscal Year 2022-23 revenue requirement identified in the audit of $26,070,590 was used as the updated baseline and the Fiscal Year 2023-24 revenue requirement was recalculated. This was then used to calculate the annual adjustment for the upcoming Fiscal Year 2024-25 rates, resulting in the recommended revenue of $28,782,204, as shown in Table 3. A detailed description of these calculations is provided in the report by HF&H included as Attachment 4.

Table 3. Updated Revenue Requirements

	FY 2022-23 (Audited)	FY 2023-24 (Audited)	FY 2024-25
Total Revenue Required	$26,070,590	$27,695,830	$28,782,204

Annual Rate Adjustment Calculation

The Agreement contains a provision that rates must be reasonably forecasted to provide AVI with an appropriate level of compensation based on a formula detailed in the Agreement. The forecasting methodology compares customer counts between the two most recent calendar years to calculate revenue generation based on the level of services provided multiplied by the appropriate rates. Rates are adjusted as appropriate across all service sectors to meet the calculated revenue requirement as set forth by the rate model.

City Staff have worked closely with HF&H throughout the financial review and agree with all information presented including the updated revenue requirement and the Fiscal Year 2024-25 rate adjustment. As required in the Agreement, the City has provided AVI with information showing the rate calculations and assumptions. Section 5.13.1 states "...the final decision of the rate structure rests solely with the City." The proposed rate structure for Fiscal Year 2024-25 is estimated to meet the compensation requirement of $28,782,204. This compensation is possible as a result of a proposed 0.92% average increase to all categories.

Detailed Comparison of Current and Proposed Rates

Attachment 5 compares the proposed rates to the current rates for service levels that represent a majority of the subscribers in the City. The proposed rates would be effective July 1, 2024.

Competitiveness of Dublin Rates with Neighboring Agencies

Historically, Staff has included a comparison of the Dublin rates compared to rates charged for similar services in surrounding communities. This comparison has focused solely on the garbage rates, as historically, recycling and organic waste were seen as smaller complimentary services. This is no longer true with the implementation of SB 1383, as well as other regional and statewide laws. Looking specifically at garbage rates no longer offers a clear "apples to apples" comparison. For example, Livermore now charges recycling at 80% of the garbage rate, Castro Valley a rate of 67% the garbage rate, and San Ramon at 50%, where Dublin charges 25%. The same pattern is now occurring with Organic Waste, in which Dublin charges 50% of the garbage rate and Castro Valley charges 124% of the garbage rate, but as regulations change and options for disposal become more limited these services have become more expensive and cities are adjusting for that reality.

Overall, Dublin remains competitive, and the services offered are at least comparable to, and are often better than, the surveyed cities especially when factoring the type of service (garbage, recycling, organics, etc.), that is being provided. The current three-city comparison is provided as Attachment 6 and, like last year, Staff has included Castro Valley Sanitation District in place of Pleasanton, to include three service areas that offer similar services. The Pleasanton costs and cost structure have become an outlier in the Tri-Valley and when incorporating their costs into an "area average", made it appear that Dublin was significantly higher. In reality, Dublin is competitive with the other two cities examined (Livermore and San Ramon). Pleasanton's costs have been included for reference but are not included in the three-city average calculation.

Minimum Residential Garbage Service

All properties in the City are required to subscribe to a weekly minimum garbage service (Dublin Municipal Code Section 5.32). This minimum service includes weekly curbside collection of a 32-gallon garbage container, up to two organic waste carts including food scraps (96 gallons each), up to two recycling carts (96 gallons each), recycling collection of used oil and filters, an annual household hazardous waste drop-off event, and three on-call bulky waste pick-ups per year. Residents desiring larger garbage carts are billed directly by AVI for the incremental rate difference. The City pays AVI for the service cost of the minimum residential service with monies collected from the property tax bill.

The City Council will need to establish the annual fee, which is collected with the property tax bill for residential properties, separately from the rates for other levels of service. The proposed fee for basic residential service for Fiscal Year 2024-25 is $515.04, which is collected in two installments on the property tax bill. This equates to $42.92 per month, which is $4.68 per year ($0.39 per month) more than the rate levied in Fiscal Year 2023-24, as shown below.

Table 4. Historical Annual Fee for Minimum Garbage Service Collected with the Property Tax Bill

2022-23	2023-24	Proposed 2023-24	Annual Change	Monthly Change
$486.72	$510.36	$515.04	$4.68	$0.39

This base rate includes $0.45 per month to cover the cost associated with the collection being included on the property tax bill. These funds are not paid to AVI but are retained by the City to offset the administrative cost in preparing the tax roll. In addition, the cost of collection and delinquencies for the basic service is expected to be covered by prior year fund balance, penalties and prior year taxes collected by the County Tax Collector, and interest on funds held prior to payment to the Company.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A notice was placed in the East Bay Times on June 8, 2024 and June 15, 2024, notifying the community of the City Council's consideration of the proposed rates, and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2024-25
2) Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services
3) Exhibit A to the Resolution – Proposed Adjustment to Garbage Company Rates
4) Memorandum – Review of AVI's Compensation – Final Report – Dated June 6, 2024
5) Proposed vs. Current Rates
6) Local Area Rate Comparison

Consent of Assignment of Amador Valley Industries to Livermore Sanitation, Inc (a Waste Connections company)

August 20, 2024



DUBLIN
CALIFORNIA

Outline

- Background
  - Agreement with Amador Valley Industries (AVI)
  - SB 1383 Amendment
  - Performance and Compensation Reviews
- Sale of AVI and Assignment Review
- Next Steps

Collection Service Agreement with AVI

- The City entered into a Collection Service Agreement with AVI beginning July 1, 2005 through June 30, 2012.
- Five amendments to the Agreement included changes to obligations required, services provided, and extended the term to June 30, 2020.
- An Amended and Restated Agreement was approved June 16, 2020 that extended the term to June 30, 2035.

SB 1383 Amendment

- Negotiations began in September 2021 for an Amendment to support the City's compliance with Senate Bill 1383.
- The terms and costs of the SB 1383 Amendment were agreed to in principle.
  - Annual rate adjustment and SB 1383 adjustment approved by City Council June 21, 2022.

SB 1383 Amendment

- Collection Systems Updates
  - SB 1383 related updates and expansion of programs to multi-family properties.
- Processing
- Education
- Customer Service
- Recordkeeping and Reporting
- Procurement of Recovered Organic Waste Products
- Performance Standards

Performance and Compensation Reviews

- In December 2022, Staff engaged HF&H Consultants, LLC (HF&H) to conduct performance and compensation reviews of AVI.
- Performance Review
  - Identified shortfalls related to public education and outreach, diversion, reporting standards.
  - Shortfalls remedied by AVI or HF&H provided recommendations to prevent future noncompliance.
- Compensation Review
  - Actual revenue collected during Fiscal Year 2022-23 was higher than necessary to maintain the 90% industry standard operating margin.
  - True-up calculation was completed with the annual rate adjustment, resulting in a 0.92% rate adjustment for FY24-25.

Sale of AVI and Assignment of Agreement

- On March 8, 2024, AVI notified the City of its intent to sell the company, inclusive of AVI's stocks and other interests to Waste Connections, Inc.
- Staff engaged HF&H to perform a franchise assignment review in accordance with the Amended and Restated Agreement.

Franchise Assignment Review

- The Assignment Review included reviews of AVI and Waste Connections and a review of the purchase agreement between AVI and Livermore Sanitation, Inc. (LSI - a Waste Connections Company).
- The following areas were evaluated:
  - Compliance
  - Assignment terms
  - Financial condition
  - Experience and qualifications

Franchise Assignment Review

- Compliance Review
  - AVI's performance under the Amended and Restated Agreement and SB 1383 amendment.
  - Addressed by the performance and compensation reviews of AVI.
- Assignment Terms
  - Proposed terms of purchase agreement between AVI and LSI.
  - LSI expected to make a reasonable return on investment. No undue risk anticipated.
- Financial Condition
  - Determination of financial health of AVI and Waste Connections.
  - Concerns about impacts to operational performance are addressed in the Assignment Review recommendations.

Franchise Assignment Review

- Experience and Qualifications of Waste Connections
  - Waste Connections provides service to approximately 50 municipalities in California, including acquisition of LSI in December 2022.
  - Most existing AVI employees will be retained, with the exception of leadership. LSI General Manager will serve as AVI's General Manager.
  - Existing union collective bargaining agreements will be maintained.
  - Liquidated damages of approximately $783,000 were assessed for failure to perform. Recommendations to mitigate these issues are included in the Assignment Review.

Next Steps

- Staff recommends conditioning the assignment on the incorporation of the mitigation measures identified in the Assignment Review.
- If approved:
  - City and HF&H will work with LSI to finalize a new Amended and Restated Collection Service Agreement that incorporates the mitigations.
  - Staff and LSI will implement a transition plan.

Agenda Item 8.1

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Designation of Voting Delegates for the 2024 National League of Cities City Summit
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider appointing a voting delegate, and up to two alternates, to attend and vote on the City's behalf at the National League of Cities City Summit in November 2024.

STAFF RECOMMENDATION:

Discuss the item and appoint a voting delegate, and up to two alternates, to attend and vote, on the City's behalf, at the National League of Cities City Summit in November 2024.

FINANCIAL IMPACT:

Sufficient funds have been allocated in the Fiscal Year 2024-25 Adopted Budget for attendance at the November 2024 Conference.

DESCRIPTION:

The National League of Cities (NLC) is an organization through which city officials work together on a national level to further their common interests and the interests of their citizens.

The NLC City Summit is scheduled to be held November 13-16, 2024, in Tampa, FL. During this conference, the annual business meeting is held, at which each member city is afforded the opportunity to shape the NLC's federal advocacy agenda for the upcoming year by casting a vote on preferred policy recommendations. In accordance with the NLC By-Laws, Article IV, Section 2 Member Voting (Attachment 1), the City is allowed only one voting delegate, and two alternates for the November 2024 conference. For the City of Dublin to participate in this meeting, the City Council needs to appoint a voting delegate, and up to two alternates, to attend and vote on the City's behalf at the Summit. Voting delegates can be registered for in-person or virtual participation.

Once City Councilmembers have been appointed, notification of the voting delegate and alternate(s) will be forwarded to the NLC.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) NLC By-Laws

NATIONAL LEAGUE OF CITIES
CITIES STRONG TOGETHER

Bylaws of the National League of Cities

Amended on November 19, 2016

ARTICLE I.

NAME, OBJECTS, MEANS, AND DEFINITIONS

Section 1. NAME, OBJECTS, AND MEANS. The name of the organization shall be the National League of Cities (NLC). It shall be a 501 (c) (4) nonprofit organization incorporated under the laws of the State of Illinois. The National League of Cities is dedicated to advancing the public interest, building democracy and community, and improving the quality of life by strengthening the capacity of local governments and advocating for the interests of local communities.

As custodians of democratic values, local government officials work together through the National League of Cities and their state municipal leagues to safeguard the authorities and improve the capabilities of general-purpose local governments to respond to the needs and aspirations of the people.

Local government officials act together through the National League of Cities and their state municipal leagues to express and advocate for their common interests and views as responsible partners in the federal system of governance.

Section 2. DEFINITIONS. As used herein, the words "city," "municipality," "local government," and "general-purpose local governments" shall mean any city, town or township, village, borough, or county that is a corporate entity or functions as such. The term "capacity"

references the means and ability to carry out the responsibilities of general-purpose local governments. The term "state" shall include any state, territory, or possession of the United States.

ARTICLE II.

MEMBERS

Section 1. MEMBER LEAGUES. Any state league or municipality or substantially similar organization (the dues of which are paid by municipalities and consisting of not less than ten active members) is eligible for membership in NLC and may be admitted as a member league upon filing the proper application and receiving the approval of the Board of Directors.

Section 2. MEMBER CITIES. Any city in the United States may, upon payment of the prescribed annual dues, become a member city and, as such, be entitled to all the services and privileges of NLC. It is herein provided that no city which is eligible to, but elects not to, hold membership in its respective state league shall be eligible for membership in NLC.

Section 3. AFFILIATE MEMBER CITIES. If a member state league participates in NLC's Affiliate Member Program, any city in such state, upon fulfillment of the requirements of its state league, may become an Affiliate Member City. An Affiliate Member City shall be entitled to all services and privileges provided by NLC and its member leagues. Elected Municipal officials of eligible affiliate cities shall be entitled to attend and participate in all organizational meetings of NLC, subject to rules and procedures set forth by the Board of Directors.

Section 4. STATE LEAGUE CITY. Any city, upon fulfillment of the requirements of its member state leagues, shall be eligible to become an NLC State League City. An NLC State League City shall be entitled to all the general services furnished to municipalities through the member state leagues. Such state league cities will not have the voting privileges of member cities and member state leagues.

ARTICLE III.

OFFICERS AND BOARD OF DIRECTORS

Section 1. LEAGUE OFFICERS. The officers of the National League of Cities shall be: a President, a First Vice President, a Second Vice President, an Immediate Past President, and an Executive Director. The Executive Director shall be appointed by the Board of Directors and shall hold office at the pleasure of that Board. The Executive Director shall be Secretary and Treasurer of NLC. The President, the First Vice President, and the Second Vice President, all of whom are elected at the annual meeting, shall hold office for one year, or until their successors are qualified. The term of office of all newly-elected and designated officers shall commence immediately upon adjournment of the annual meeting.

Section 2. BOARD OF DIRECTORS. The affairs of the National League of Cities shall be governed by a Board of Directors consisting of: the President, the First Vice President, the Second Vice President, the Chief Executive Officers from eight (8) member leagues, and forty (40) additional at-large members, all selected in the manner provided in Article III, Section 6 and Article IV. In addition, all Past Presidents still in elective office in a member city, and the Chair of each NLC standing Federal Advocacy Committee shall serve on the Board of Directors. The Board of Directors shall conduct the affairs of NLC when representatives of the membership are not assembled, including by a majority vote of Board of Directors members, determination or modification of national municipal policies, or adoption of resolutions on national legislation affecting cities. The Board of Directors may refer to the membership through the mail or electronically on any matter which is not otherwise provided for in these bylaws, the voting thereon to be as provided in Article IV, Section 5.

Section 3. TERMS. At-large members of the Board of Directors (referred to here as "Director") shall serve a term of two (2) years from the date of their election. Directors shall take office immediately following the close of the annual meeting at which they are elected. No Director shall serve more than two (2) two-year terms. Fulfilling an incomplete term is not considered part of the term limit. Director terms shall be staggered so that approximately half the number of Directors will end their term in any given year.

Section 4: POWERS AND DUTIES OF OFFICERS. The powers and duties of the Officers of the National League of Cities shall be indicated by the general definition of the title of their offices. The President shall establish and appoint such committees as may be necessary, provided that standing Board committees shall be established by a majority vote of the Board of Directors and their membership appointed by the President. The Executive Director shall transact the financial business of NLC and keep a complete record of all transactions and, with such assistants and staff personnel as necessary, shall perform such other duties as NLC or the Board of Directors shall direct and shall receive such compensation as the Board of Directors may prescribe.

Section 5. **EXECUTIVE COMMITTEE.** There shall be an Executive Committee composed of the following members of the Board: the President, the First Vice President, the Second Vice President, the two (2) most immediate Past Presidents still in elective office in a member city, two (2) Chief Executive Officers of member leagues recommended by the President and approved by the Board, and up to three (3) members of the Board recommended by the President and approved by the Board. NLC's Executive Director shall also serve on the Committee in an *ex officio* capacity. The Executive Committee may exercise the powers of the Board between meetings of the Board unless otherwise specified by the Board. A majority of the members of the Executive Committee shall comprise a quorum. The Executive Committee shall meet at the call of the President or of a majority of its members. All official actions taken by the Executive Committee shall be reported to the Board at its next meeting or as otherwise specified by the Board.

Section 6. QUALIFICATIONS. Each elected officer of the National League of Cities shall be, at the time of their election, an elected official of a member city. Each Board member shall be, at the time of their election, an elected official of a member city or a chief executive officer, or equivalent officer of a member league.

Section 7. ELECTIONS. The elected officers and other members of the Board of the National League of Cities shall be elected in the manner provided for in Article IV. Nominations for all officers and Board members, except Past Presidents still in elective office in a member city and the Chairs of each standing federal advocacy committee, shall be made by a nominating

committee of not less than six (6) nor more than fourteen (14) members from member leagues and member cities and the most Immediate Past President, all of whom shall be appointed by the President. Nominations shall take into consideration the diversity of the membership. The Immediate Past President shall serve as Chair of the Nominating Committee. The Nominating Committee shall make its report in writing at least four hours before the scheduled election.

Section 8. VACANCIES. A vacancy shall occur in any office of the National League of Cities in the event that the person holding the office resigns or ceases to possess the essential qualifications for election to office as provided in Article III, Section 6. A vacancy in the office of President shall be filled by the succession of the First Vice President to that office. A vacancy in the office of the First Vice President shall be filled by the succession of the Second Vice President to that office. A vacancy in the office of the Second Vice President or other elected member of the Board of Directors shall continue until a new qualified person is elected under Article Ill, Section 7, unless it is filled for the unexpired term by a person selected by a majority vote of the remaining members of the Board of Directors. A vacancy which occurs for a person serving as a member of the Board of Directors as a Past President, a Federal Advocacy Committee Chair, or a Chief Executive Officer of a member league because that person ceases to possess the essential qualifications provided in Article III, Section 6 shall continue until a new, qualified Past President, Chair or Chief Executive Officer assumes such position on the Board of Directors.

Section 9. ADVISORY COUNCIL. The Board of Directors shall establish an Advisory Council, which shall consist of previous members of the Board of Directors who remain in elected office. The duties, responsibilities, and leadership of the Advisory Council shall be determined by the Board of Directors.

ARTICLE IV.

MEETINGS, VOTING, AND NATIONAL POLICIES

Section 1. MEMBERSHIP MEETINGS. An annual meeting of the membership shall take place during the organization's fall conference. At the annual meeting, the memberships shall

elect directors and officers, receive reports on activities of the association, and adopt national municipal policies for the coming year. The President may also call a special meeting of the membership. The time, place, and program of the annual meeting shall be determined by a motion of the Board of Directors. Notices of meetings for members shall be delivered to the mailing address or electronic address designated by the members not less than thirty (30) nor more than sixty (60) days before such meetings, provided that any notices required by this section may be waived before such meetings.

Section 2. MEMBER VOTING. In all meetings requiring the official decision of the National League of Cities, each member league shall be entitled to twenty votes. Each member city shall be entitled to one to twenty votes based upon population as follows:

Under 50,000	l vote
50,000- 99,999	2 votes
100,000- 199,999	4 votes
200,000 - 299,999	6 votes
300,000- 399,999	8 votes
400,000 - 499,999	10 votes
500,000-599,999	12 votes
600,000 - 699,999	14 votes
700,000 - 799,999	16 votes
800,000- 899,999	18 votes
900,000 and above	20 votes

Member cities, but not member leagues, shall be required to cast unanimous votes.

It shall be the duty of the President in advance of or at the beginning of any such meeting to appoint a credentials committee of three persons, at least one of whom shall be a representative of a member city. As soon as practicable after the naming of the credentials committee, each member league shall designate one or more voting delegates not to exceed the number of votes to

which it is entitled, and may designate alternate voting delegates not to exceed the number of its voting delegates. Each member city shall designate one voting delegate and may designate one alternate voting delegate. It shall be the duty of the credentials committee to settle any dispute concerning the voting rights of members and their voting delegates and alternate voting delegates, the number of votes each is entitled to cast, and the total number of votes of all the members of NLC.

All voting shall be by voice vote unless a weighted vote is demanded by ten percent or more of the certified votes present at the meeting. When the weighted vote is taken, voting shall be limited to the duly certified voting delegates, or their alternates, each casting the total number of votes to which the voter is entitled by the certified voting roll. A majority vote of the certified votes present at the meeting shall be required for the election of any officer or member of the Board of Directors, or for passage of any matter of business brought before the business meeting. There shall be no voting by proxy.

Section 3. MEMBER QUORUM. A quorum at the annual business meeting or special meeting shall consist of majority of the votes certified to the meeting.

Section 4. MEMBER RESOLUTIONS ON POLICIES. Resolutions on national legislation affecting cities shall be submitted to the voting delegates in writing by the Board of Directors, by a resolution committee appointed therefore, or by special petition, provided that such petition is presented to the annual convention by ten (10) voting delegates with the consent of a majority vote. A two-thirds vote shall be necessary to adopt all resolutions.

Section 5. BALLOTS BY MAIL OR ELECTRONICALLY. Except as otherwise expressly provided by these bylaws, a matter of business may be submitted to a vote of the membership through the mail or electronically. If submitted through the mail, a response from a member league shall bear the signature of the President and the countersignature of the Chief Executive Officer of such member leagues, and the response from a member city shall bear the signature of the Mayor. If submitted electronically, the response must come from the electronic address designated by the member. Weighted voting shall be in effect in all balloting through the mail or electronically.

Section 6. BOARD MEETINGS. Notices of meetings of the Board of Directors shall be delivered through the mail to the mailing address or electronically to the email address designated by the members of the Board of Directors not less than five (5) nor more than forty (40) days before such meetings, unless otherwise required by law, provided that any notices required by this section may be waived before such meetings. A majority of the directors present at a meeting shall constitute a quorum, provided that a quorum consists of no less than one-third of the directors then in office. An act of the majority of the directors present at a meeting at which a quorum is present shall be considered an act of the Board of Directors, unless otherwise required by the articles of incorporation or these bylaws.

ARTICLE V.

FINANCIAL MATTERS

Section 1. DUES AND CHARGES. The annual membership dues of the National League of Cities, and the schedule of fees or systems of charges for all other services of NLC, shall be established by a resolution of the Board of Directors. Within such resolution, general limits may be set by NLC in annual meetings. Annual membership dues and annual service charges shall be due the first day of the membership year for which they are assessed.

Section 2. FISCAL YEAR. The fiscal year of the National League of Cities shall be from October 1 to September 30, inclusive of those dates.

Section 3. ANNUAL BUDGET. The revenues and expenditures of the National League of Cities shall be planned and approved through an annual budget, and financial obligations shall be incurred based on that budget. The annual budget shall be prepared by the Executive Director under the direction of the Board of Directors. The budget shall be approved by the Board of Directors.

Section 4. ANNUAL AUDIT. An annual audit shall be made of the financial affairs of the National League of Cities by a certified public accountant designated or approved by the Board of Directors.

ARTICLE VI.

AMENDMENTS

These bylaws may be repealed or amended at the annual meeting of the membership, or through the mail or electronically. In the case of an annual meeting, a two-thirds majority of the certified votes cast at the meeting shall be necessary to pass such an amendment. In the case that an amendment is submitted through the mail or electronically, a two-thirds majority of the votes cast shall be necessary to pass such an amendment. Amendments may be proposed either by initiatory petitions signed by members present at the meeting or by resolution of the Board of Directors, provided notice of such proposed amendments to be voted on at the annual meeting shall be delivered to all members not less than fifteen days prior to that annual meeting.

In the case that an amendment is submitted through the mail or electronically, not less than forty days shall elapse before the votes are canvassed by two members of the Board of Directors. Such amendments, when adopted through the mail or electronically, shall become effective ten days after the votes are canvassed and written notice of adoption is delivered to the membership.

ARTICLE VII.

PARLIAMENTARY PROCEDURE

Except as provided in these bylaws, and such official rules and procedures for the conduct of business meetings as may be adopted by the Board of Directors, the procedures defined in *Robert's Rules of Order* (revised edition) shall prevail in matters of parliamentary procedure.

Agenda Item 8.2

STAFF REPORT
CITY COUNCIL

DATE: August 20, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Proposed Framework for Dublin Commons Development Agreement
Prepared by: Hazel L. Wetherford, Deputy City Manager

EXECUTIVE SUMMARY:

The City Council will review the proposed framework for the Dublin Commons Development Agreement for the future development of the site.

STAFF RECOMMENDATION:

Review and provide direction on the proposed framework for the Dublin Commons Development Agreement.

FINANCIAL IMPACT:

There are no financial impacts associated with approving the proposed framework.

DESCRIPTION:

Background

Over the last several years, the City Council has made significant progress towards realizing the goal of delivering a downtown project to the community through the Downtown Dublin Preferred Vision. There have been at least 10 public meetings and subsequent actions during that period. Following is a summary of those meeting dates and actions taken:

October 15, 2019	Resolution No. 107-19 which approved a Memorandum of Understanding (MOU) between the City and American Realty Advisors (ARA), the primary property owner of the Dublin Place shopping center.
November 5, 2019	Resolution No. 115-19 which approved the Downtown Dublin Preferred Vision (DPV) and its three main principles (siting of the town square, a new street grid network, and the downtown character).

December 3, 2019	Resolution No. 126-19 which amended the General Plan and Downtown Dublin Specific Plan (DDSP) to allow an increase in the allowable commercial floor area ratio (FAR) in the Transit Oriented and Retail Districts, combined new residential dwelling unit allocation into one pool for all three districts, and amended the parking standards for the Village Parkway and Transit Oriented Districts.
July 21, 2020	Resolution No. 79-20 which amended the DDSP to create a new street grid in the Retail District, site a town square, combine the remaining allocation of new non-residential square footage from the Transit Oriented and Retail Districts into one pool, allow lodging in the Retail District, and update the design guidelines for the Core Area of the Retail District.
November 17, 2020	Resolution No. 121-20 which adopted the Downtown Dublin Streetscape Plan and amended the City of Dublin Streetscape Master Plan.
April 6, 2021	Resolution No. 26-21 which approved a First Amendment to the MOU with ARA, providing a 12-month term extension.
April 5, 2022	Resolution No. 30-22 which approved a Second Amendment to the MOU with ARA, providing a 14-month term extension.
November 6, 2023	Received a presentation from Staff, the City's consultant Urban Field Studio, and ARA on the proposed implementation of the DPV. After the presentation, the City Council provided direction to Staff on additional DDSP Amendments required to support the DPV.
December 19, 2023	Resolution No. 134-23 amending the General Plan and DDSP to further implement the Downtown DPV. The amendments consisted of adding Research and Development as a new land use, increasing the residential allocation by 465 units, decreasing the non-residential allocation by 300,000 square feet, increasing the building height and floor area ratio in the Core Area of the Retail District, and changing setbacks.
July 16, 2024	Received a presentation from Staff on updates to the Downtown Dublin efforts, including the ongoing work on the development of the Dublin Commons project, which includes the town square, living options, commercial uses, and the proposed life science buildings.

Upon adoption of the DDSP amendments in December 2023, ARA and Hines (Applicant) submitted a Planning Application for the Dublin Commons project which is the redevelopment and rebranding of the Dublin Place shopping center consistent with the core tenants of the Preferred Vision. Dublin Commons is a mixed-use project of up to 275,000 square feet of retail (consisting of 155,000 square feet of new retail and 120,000 square feet of existing retail), 535,000 square feet

of Research and Development (Life Science), up to 1,510 multifamily residential units (inclusive of the affordable housing site units) and a new Town Square.

As Staff has shared in previous presentations, the City has partnered with ARA to bring the City's Preferred Vision to reality. The City approached ARA with the opportunity for a public-private partnership to deliver a project that neither the City nor the property owner could accomplish alone. Based on this partnership, ARA has made significant commitments exceeding $90 million as further detailed in Attachment 2.

Framework for Development Agreement and Community Benefit Agreement

As part of the proposed project, the Applicant is requesting approval of a Development Agreement and Community Benefit Agreement (Agreement). The Agreement would provide security to the Applicants that the City will not change its zoning and other laws applicable to the project for a stated period. Additionally, it is a mechanism for the City to obtain commitments from the Applicants that the City might not otherwise be able to obtain. Below is the framework for the Agreement.

- Term
    - An initial 25-year term with options to extend one-year increments for up to 10 additional years.
    - Applicant would make a community benefit payment to the City of $250,000 per year unless, at the time of the extension request, the City Manager determines that significant process is being made on the project.

- Phasing
    - The project will be phased over time and the initial phase will include the Town Square and the surrounding commercial development around the Town Square, both of which will be completed prior to or concurrently with the first residential development.

- Downtown Dublin Specific Plan Residential Development Pool
    - Applicant is requesting a reservation of the remaining 1,270 units from the Downtown Dublin Specific Plan Residential Development Pool.

    - In order to pull units from the Pool, community benefits must be considered. The Staff has included the following benefits:
        - Project will generate significant new revenue for the City, anticipated to be $130 million over 30 years.
        - Project is estimated to generate 1,400 jobs at build out.
        - Project will serve as a catalyst for future economic development around the Downtown area and is consistent with the goals and objective of the Downtown Preferred Vision.
        - City has requested from the Applicant to designate Dublin as the point of sale for the general contractor and sub-contractors so any sales tax derived from such activities during construction can be allocated to the City.

One item still under discussion is the ability to utilize future square feet within the Life Science/Office buildings for use as a lab and coworking center.

- Affordable Housing
  - Applicant would enter into an affordable housing agreement with the City, which would include an alternative method of compliance to dedicate Block H, just east of the Dublin Senior Center, to the City and/or designee. This 1.1-acre site was contemplated by the City Council as part of its Memorandum of Understanding with ARA in 2019 for a senior affordable housing project. The site can accommodate between 80-170 units and 80 of these units are included in the overall request for the project. It should be noted that there are additional obligations outlined in the Housing Element for this location that have been codified in the DDSP that would need to be addressed as part of any agreed upon affordable housing program for this site.

- Public Infrastructure and Improvements
  The public infrastructure and improvements are a vital part of the overall project and the City's involvement in participating in these costs is key to the overall feasibility. Following is a summary of the items and obligations being discussed:

  - Applicant will receive fee credits and reimbursements for certain public improvements made on behalf of the City. These include:
    - Town square dedication and improvements
    - Construction of new public streets
    - Modifications to existing intersections
    - Bicycle and pedestrian improvements
    - Other improvements identified in the Western Dublin Transportation Impact Fee program

  - Staff is recommending an allocation of public art fees to the project area, as well as a future gateway sign.

  - Public Parking Garage: The garage is extremely important to the overall project at a later phase once the second life science building is constructed. The Applicant and Staff propose the following:

    - City acquisition of the 2-acre public parking garage site (Block E2).
    - Applicant to improve surface parking during the intervening period.
    - Improvement of the public parking garage site upon approval of the second life science building.

    The number of parking stalls, 1,100, was vetted by the City's parking consultant. This number will provide adequate market-based parking for life science users as well as daytime and weekday use. The capacity will also be necessary to handle the

more intense use during the evenings and weekends.

The parking garage site is estimated to cost $6 million, and the garage improvement is estimated to cost $75 million. Staff is recommending a financial commitment to support these public improvements through available grant funding, financing, and use of the General Fund Reserves. Staff will continue to allocate future annual surpluses and other lump-sum funding to the General Fund Downtown Public Improvements Reserve towards the project during the initial phase and during later phases (public parking garage) to help offset costs associated with these public infrastructure improvements.

- Marketing and Promotion
  - The Agreement will also anticipate language to have the Applicant formalize a marketing and promotion effort to support the businesses surrounding the Town Square, as well as events within the Town Square.

- Maintenance
  - The Agreement will also address ongoing maintenance of the private and public infrastructure in Dublin Commons with consideration of the Applicant agreeing to funding maintenance for public infrastructure. The Applicant may propose an alternate method, to be approved by the City Engineer.

- Small Business Support
  - Staff and Applicant proposed to work together to provide small business support programs to help incentivize the attraction of high-quality restaurants and retailers. Currently, the City has sewer capacity set aside for the Downtown area that could be provided to the project and to specific restaurant tenants at the City Council's discretion. Additional support could come from the use of the Small Business Assistance Program that has been in use by the City to support improvements related to Title 24/ADA and/or trash enclosure requirements.

- Commercial Retail Development
  - To ensure high-quality restaurants and retailers, Staff and the Applicant agree that the Site Development Review will include:
    - Minimum ground floor commercial height of 18'
    - Minimum of 100,000 square feet of retail spaces surrounding the Town Square
    - Provide several outdoor dining areas to support a vibrant dining experience

- Funding Mechanisms
  - Staff and the Applicant agree to work on possible funding mechanisms to support the project including, but not limited to:
    - Use of the General Fund Reserve for public infrastructure and improvements
    - Lease revenue bond (finance the construction of the parking garage)
    - Available Grant Funding

- Fee Deferrals
- Tax Sharing Options (Property/Sales)
- Statewide Communities Infrastructure Program
- Enhanced Infrastructure Financing Districts
- Community Facilities District
- City's existing programs, including Sewer Capacity, Commercial Façade Grants and Small Business Assistance programs.

To summarize, Staff is recommending receiving feedback and direction from the City Council so that Staff can proceed with the preparation of the Agreement. Should the City Council authorize Staff to move forward, a Development Agreement and Community Benefit Agreement will be formalized and will be brought to the Planning Commission for review and recommendation to the City Council.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin
Objective B: Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of the Staff Report was shared with the Applicant.

ATTACHMENTS:

1) Site Plan
2) July 16, 2024 City Council Staff Report

SITE PLAN

Attachment 1



- RESTAURANT/ CAFE
- RETAIL
- RESIDENTIAL
- LOBBY
- FITNESS
- OFFICE
- PARKING

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: July 16, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Downtown Dublin Update
Prepared by: Hazel L. Wetherford, Deputy City Manager

EXECUTIVE SUMMARY:

The City Council will receive a presentation on updates to the Downtown Dublin efforts, including the ongoing work on the development of the Dublin Commons project, which includes the town square, living options, commercial uses, and the proposed life sciences buildings.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

There are no financial impacts associated with receiving the presentation.

DESCRIPTION:

Background

Over the last five years, the City has made significant progress towards realizing the Downtown Dublin Preferred Vision, including taking the following actions:

- October 15, 2019 - the City Council adopted Resolution No. 107-19 which approved a Memorandum of Understanding (MOU) between the City and American Realty Advisors (ARA), the primary property owner of the Dublin Place shopping center.

- November 5, 2019 - the City Council approved the Downtown Dublin Preferred Vision (DPV) and its three main principles (siting of the town square, a new street grid network, and the downtown character).

- December 3, 2019 - the City Council adopted Resolution No. 126-19 which amended the General Plan and Downtown Dublin Specific Plan (DDSP) to allow an increase in the

allowable commercial floor area ratio (FAR) in the Transit Oriented and Retail Districts, combined new residential dwelling unit allocation into one pool for all three districts, and amended the parking standards for the Village Parkway and Transit Oriented Districts.

- July 21, 2020 - the City Council adopted Resolution No. 79-20 which amended the DDSP to create a new street grid in the Retail District, site a town square, combine the remaining allocation of new non-residential square footage from the Transit Oriented and Retail Districts into one pool, allow lodging in the Retail District, and update the design guidelines for the Core Area of the Retail District.

- November 17, 2020 - the City Council adopted Resolution No. 121-20 which adopted the Downtown Dublin Streetscape Plan and amended the City of Dublin Streetscape Master Plan.

- April 6, 2021 - the City Council adopted Resolution No. 26-21 which approved a First Amendment to the MOU with ARA, providing a 12-month term extension.

- February 5, 2022 - the City Council received an update on Downtown Dublin as part of the Strategic Planning retreat.

- April 5, 2022 - the City Council adopted Resolution No. 30-22 which approved a Second Amendment to the MOU with ARA, providing a 14-month term extension.

- November 6, 2023 - the City Council received a presentation from Staff, the City's consultant Urban Field Studio, and ARA on the proposed implementation of the DPV. After the presentation, the City Council provided direction to Staff on the DDSP Amendments required to support the DPV.

- December 19, 2023 - the City Council adopted Resolution No. 134-23 amending the General Plan and DDSP to further implement the Downtown DPV. The amendments consisted of adding Research and Development as a new land use, increasing the residential allocation by 465 units, decreasing the non-residential allocation by 300,000 square feet, increasing the building height and floor area ratio in the Core Area of the Retail District, and changing setbacks.

Upon adoption of the DDSP amendments, ARA and Hines submitted a Planning Application for a Site Development Review Permit, including a Vesting Tentative Tract Map and a Development Agreement for the Downtown DPV. As part of this process, the existing Dublin Place shopping center is being rebranded as Dublin Commons.

ARA and Hines have also submitted a Planning Application for a Site Development Review Permit for the northerly corner of the shopping center, located at the intersection of Amador Valley Boulevard and Amador Plaza Road. This application includes the demolition of two existing commercial buildings and the construction of a new multi-tenant commercial building. Redevelopment of the northern corner will facilitate the relocation of current tenants into new

spaces, enabling the demolition of the southern portion of the shopping center and paving the way for the Dublin Commons Project.

As Staff has shared in previous presentations, the City has partnered with ARA to bring the City's Downtown DPV to fruition. The City approached ARA with the opportunity for a public-private partnership to deliver a project that neither the City nor the property owner could accomplish alone. Based on this partnership, ARA has made significant commitments exceeding $90 million, which include:

- Acquiring 7300 Amador Plaza Road parcel
- Acquiring 7050 Amador Plaza Road parcel
- Buying out the Hobby Lobby lease
- Halting redevelopment of 7505 Dublin Boulevard (the former Coco's site)
- Ceasing the leasing of retail spaces
- Paying off the property loan
- Negotiating a relocation agreement with PetSmart
- Hiring a Development Manager (Hines)
- Hiring an Architecture, Design, and Planning Firm (Gensler)
- Securing contracts for the Burlington parcels

Update

In support of the Downtown DPV, Staff has been working on the deal terms for the Development Agreement and the City's commitment to financially supporting the public improvements required for the Dublin Commons Project. These improvements include but are not limited to the following:

- Town square park
- Construction of public streets
- Modifications of intersections
- Improvements identified in the Western Dublin Transportation Impact Fee program
- Bicycle and pedestrian improvements
- Public parking garage (see below)
- Public art and gateway signage

In addition to these public improvements, the City will also support utility relocation, business relocation, sales tax sharing, property tax sharing, and commercial façade improvements. These initiatives align with Strategy 1B of the City Council's Strategic Plan and will directly contribute to physical changes in the area. Staff will present the Development Agreement deal terms, including the items outlined, at a future City Council meeting.

Of note among the deal terms being negotiated is the public parking garage, the cornerstone of the City's investment in the infrastructure of this new Downtown area. Based on the City's evaluation of the overall parking need, the garage will need to include approximately 1,100 parking stalls. These stalls will provide the needed market-based parking for the future life science buildings and capacity for daytime use, but also for more intense use during the evenings and weekends. It should be noted that the future parking garage will not be necessary until the life science buildings

are constructed.

The parking garage is currently estimated to cost more than $75 million, and Staff is exploring ways for the City to fund its construction. The General Fund Downtown Public Improvements Reserve has a current balance of $25.8 million, and Staff plans to recommend the continued allocation of annual surpluses and other lump-sum funding to this reserve over the next several years to either fully fund the garage or be positioned for a manageable debt issuance for a portion of the cost. It is important to highlight that Downtown Dublin, when completed, is expected to bring in more than $4 million in new revenue to the City, which is an important factor in considering the City's ability to sustain long-term debt service payments for the garage. Staff is working with its consultants on a variety of financing options and will bring this issue back to the City Council at a future meeting.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin
Objective B: Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Proposed Framework for Dublin Commons Development Agreement

August 20, 2024



DUBLIN
CALIFORNIA

Background

- 10-15-2019 MOU with American Realty Advisors
- 11-5-2019 Downtown Preferred Vision Approved
- 12-3-2019 DDSP Amendments
- 7-21-2020 DDSP Amendments

Background, 2

- 11-17-2020 Downtown Dublin Streetscape Plan Adoption
- 4-6-2021 First Amendment to MOU
- 4-5-2022 Second Amendment to MOU
- 11-6-2023 Downtown Dublin Update

Background, 3

- 12-19-2023 DDSP Amendments
- 7-16-2024 Presentation from Staff

Framework

- Development Agreement and Community Benefit Agreement
- Term
  - 25 years
  - Options to extend in one-year increments for up to 10 additional years

Framework, 2

- Phasing
  - Project will be phased over time
  - Initial phase will include Town Square and surrounding commercial development
- Residential Development Pool
  - Request to reserve 1,270 units

Framework, 3

- Community Benefits
  - $130M anticipated new revenue over 30 years
  - 1,400 estimated new jobs at build out
  - Catalyst for the Downtown area
  - Consistent with the goals and objective of the Downtown Preferred Vision
  - Designate Dublin as the point of sale
  - Designate square feet for lab and coworking space (under discussion)

Framework, 4

- Affordable Housing
  - Affordable Housing Agreement
  - Dedication of a 1.1-acre site
  - 80-170 units for senior affordable housing
  - Housing Element sites would need to be addressed as part of any agreed upon affordable housing program for the site

Framework, 5

- Public Infrastructure and Improvements
  - Fee credits and reimbursements for certain public improvements made on behalf of the City
  - Allocation of public art fees to the project including a future gateway sign

Framework, 6

- Public Parking Garage
  - City to acquire 2-acre site (estimated cost: $6M)
  - Applicant to improve site to provide surface parking
  - Public parking garage would be improved upon approval of second Life Science building (estimated cost: $75M)
- City to provide financial commitment

- Marketing and Promotion
  - Formalize a marketing and promotion effort to support businesses surrounding the Town Square, as well as events

Framework, 7

- Maintenance
  - Ongoing maintenance of the private and public infrastructure
- Small Business Support
  - Small business support programs to help with attracting high-quality restaurants and retailers
- Commercial Retail Development
  - Minimum ground floor commercial height of 18’
  - Minimum of 100,000 SF of retail spaces surrounding Town Square
  - Provide several outdoor dining areas

Framework, 8

- Funding Mechanisms
  - Use of General Fund Reserve
  - Lease revenue bond
  - Available grant funding
  - Fee deferrals
  - Tax sharing options (property/sales)
  - Statewide Communities Infrastructure Program
  - Enhanced Infrastructure Financing District
  - City's existing programs

Recommendation

- Receive feedback and direction from the City Council so that Staff can proceed with the preparation of the Development Agreement and Community Benefit Agreement

- Questions