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

DUBLIN
CALIFORNIA

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, September 3, 2024

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

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

Additional Meeting Procedures

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

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, September 3, 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 6:30 PM

I. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Councilmembers Josey and Qaadri
Unrepresented Employee: City Manager

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Presentation of the Constitution Week Proclamation

The City Council will present the Constitution Week Proclamation to the Daughters of the American Revolution.

STAFF RECOMMENDATION:

Present the Proclamation.

Staff Report
Attachment 1 - Constitution Week Proclamation

3.2 Preview of Splatter 2024

The City Council will receive a presentation previewing Splatter 2024, taking place September 14, 2024, at Emerald Glen Park.

STAFF RECOMMENDATION:

Receive the presentation.

Staff Report
Item 3.2 - PowerPoint Presentation

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 August 20, 2024 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the August 20, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the August 20, 2024 Regular City Council Meeting.

Staff Report

Attachment 1 - August 20, 2024 Regular City Council Meeting Minutes

5.2 Agreement for Long Term Encroachment with 6797 Pearl Place

The City Council will consider approving an Agreement for Long Term Encroachment for Landscape Features with 6797 Pearl Place.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement for Long Term Encroachment for Landscape Features With 6797 Pearl Place.

Staff Report

Attachment 1 - Resolution Approving the Agreement for Long Term Encroachment for Landscape Features With 6797 Pearl Place

Attachment 2 - Exhibit A to the Resolution - Agreement for Long Term Encroachment for Landscape Features with 6797 Pearl Place

5.3 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 consider adopting 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 consider adopting 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. The City Council waived the first readings and introduced the ordinances at the meeting on August 20, 2024. The City Council is now being asked to waive the second readings and adopt the ordinances.

STAFF RECOMMENDATION:

Take the following actions: 1) Waive the second reading and adopt the Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control); and 2) Waive the second reading and adopt 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

6. PUBLIC HEARING

6.1 Adding a Low Carbon Concrete Requirement to the City's Green Building Code in Coordination with the City's Climate Action Plan

The City Council will consider introducing an ordinance amending the City's Green Building Code to add a requirement for the use of low carbon concrete and adopting a related resolution. The low carbon concrete requirements are in alignment with the City of Dublin Climate Action Plan 2030 and Beyond, Measure MM-2, Reduce the Embodied Greenhouse Gas Emissions Associated with Building Materials.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Approving Findings Regarding the Need for Local Amendments to Provisions in the California Building Standards Code as Adopted by the City; and 2) INTRODUCE the Ordinance Approving Amendments to the Dublin Municipal Code Chapter 7.94 (Green Building Code) to Amend Section 7.94.050 (Definitions) and to Add Section 7.94.085 (Low Carbon Concrete) and Section 7.94.120 (Low Carbon Concrete).

Staff Report
Attachment 1 - Resolution Approving Findings Regarding the Need for Local Amendments to Provisions in the California Green Building Standards Code as Adopted by the City
Attachment 2 - Exhibit A to the Resolution - California Green Building Standards Code Findings
Attachment 3 - Ordinance Approving Amendments to the Dublin Municipal Code Chapter 7.94 (Green Building Code) to Amend Section 7.94.050 (Definitions) and to Add Section 7.94.085 (Low Carbon Concrete) and Section 7.94.120 (Low Carbon Concrete)
Attachment 4 - Underline Version of the Proposed Amendments to Chapter 7.94 of the Dublin Municipal Code
Item 6.1 - PowerPoint Presentation

7. UNFINISHED BUSINESS

7.1 Two-Year Strategic Plan Update and Final Report for Fiscal Years 2022-23 and 2023-24

The City Council will receive an update and final report on the City's Two-Year Strategic Plan for Fiscal Years 2022-23 and 2023-24.

STAFF RECOMMENDATION:

Receive the report and presentation.

Staff Report
Attachment 1 - Two-Year Strategic Plan Update and Final Report

Attachment 2 - September 19, 2023 City Council Staff Report (without attachments)
Item 7.1 - PowerPoint Presentation

7.2 Dublin Commons Affordable Housing Proposal

The City Council will review the Dublin Commons Affordable Housing proposal for the future development of the site.

STAFF RECOMMENDATION:

Review and provide direction on the Dublin Commons Affordable Housing proposal.

Staff Report
Attachment 1 - Dublin Commons Site Plan
Attachment 2 - August 20, 2024 City Council Staff Report (without attachments)
Attachment 3 - Housing Element Downtown Site Map
Item 7.2 - PowerPoint Presentation

8. NEW BUSINESS

8.1 Amendments to the First-Time Homebuyer Loan Program Guidelines

The City Council will consider amendments to the First Time Homebuyer Loan Program Guidelines. The proposed changes are intended to increase the use of the program and to ensure it is compatible with other loan programs. The proposed changes include: 1) lowering the interest rate to 3 percent; 2) lowering the required minimum down payment to 3 percent; 3)increasing the maximum loan amount to 20 percent of the purchase price for below market rate and market rate units and increasing the not-to-exceed loan amount to $100,000; 4) allowing subordination of the City's lienholder position when other government homebuyer assistance programs are utilized in conjunction with a City loan; and 5) making other minor edits and clarifications to the text of the program.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the First Time Homebuyer Loan Program Guidelines, and approve the budget change.

Staff Report
Attachment 1 - Resolution Approving Amendments to the First Time Homebuyers Loan Program Guidelines
Attachment 2 - Exhibit A to the Resolution - First Time Homebuyers Loan Program Guidelines
Attachment 3 - Redline Version of Amendments to the First Time Homebuyer Loan Program Guidelines
Attachment 4 - Budget Change
8.1 - 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: September 3, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation of the Constitution Week Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present the Constitution Week Proclamation to the Daughters of the American Revolution.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Constitution Week commemorates one of America's most important founding documents. It is celebrated annually during the week of September 17-23.

The aims of the Constitution Week celebration are to:

- Emphasize citizens' responsibilities to protect and defend the Constitution.
- Inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life.
- Encourage the study of the historical events which led to the framing of the Constitution in September 1787.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Constitution Week Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Constitution Week"
September 17 - 23, 2024

WHEREAS, September 17, 2024 marks the 237th anniversary of the signing of the Constitution of the United States of America by delegates of the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, the National Society of the Daughters of the American Revolution (NSDAR) upholds the goals of Constitution Week, supporting Dublin libraries, schools, and civic organizations in teaching all citizens, especially youth and newly naturalized citizens, about our founding documents; and

WHEREAS, the local Jose Maria Amador NSDAR chapter runs an annual Constitution Week Poster Contest to raise awareness and inspire Dublin's citizens; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby proclaim September 17, 2024 through September 23, 2024, as Constitution Week in the City of Dublin, and encourages its citizens to reaffirm the ideals that the framers of the Constitution had in 1787 by vigilantly protecting the freedom guaranteed through this guardian of liberties, and remembering that lost rights may never be regained.

DATED: September 3, 2024

Mayor Michael McCorriston

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Councilmember Janine Thalblum

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 3, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Preview of Splatter 2024
Prepared by: Lauren Marriott, Recreation Coordinator

EXECUTIVE SUMMARY:

The City Council will receive a presentation previewing Splatter 2024, taking place September 14, 2024, at Emerald Glen Park.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

Funding for Splatter is included in the City's annual operating budget. Expenditures are budgeted at $164,840 and include entertainment and talent, equipment rentals, contracted services like sound and lighting, and the grand finale drone show. Revenue generation is estimated at $35,725, coming primarily from sponsorships, vendor booth fees, and a carnival commission.

DESCRIPTION:

Splatter, Dublin's annual end-of-summer festival, will take place on Saturday, September 14, 2024, at Emerald Glen Park. This year's event will continue celebrating music, food, art, and culture, with an emphasis on community performances showcasing a spectrum of cultural expressions. This report provides a summary of planned activities and offerings.

Entertainment
Splatter's entertainment will feature live performances across three distinct stages, complemented by dynamic roaming acts dispersed throughout the event premises. The Amphitheater Stage will serve as a platform for an assorted lineup of multicultural presentations, and on the Side Yard Stage, the community's artistic talents in music, dance, and poetry will be showcased. Multicultural highlights include a Bollywood act, a Kung Fu demonstration, and performances by Mexican, Indian, Chinese, Polynesian, and Scottish dance groups.

During the daytime, the Main Stage will host several musical acts including the *Twist on Taylor*, a Taylor Swift tribute band. As night falls, this stage will transform into the heart of a "community dance party" headlined by *Mustache Harbor*, a quirky yacht rock band.

Food, Beverage, and Shopping

Food and retail vendors will provide an array of dishes and goods originating from and representative of different regions of the world. In addition, the Rotary Club of Dublin will curate a selection of local craft beer and wines sourced from the Livermore Valley, further enriching the dining experience.

The Rose Lounge: VIP Experience

From 5:00 pm to 8:30 pm, the Rose Lounge will provide attendees with the ultimate VIP experience. This velvet-roped lounge, situated near the corner of Gleason and Tassajara, will feature interactive food stations, elevated wine and beer tastings, unique roaming entertainment, a private dance floor, and a front row seat to the 250-drone light show. Promotion of the Rose Lounge is integral to the event marketing strategy, and includes press releases, social media campaigns, printed flyers, and features on the City's website. Staff is conducting additional targeted outreach to local community leaders, business owners, and non-profit organizations to further enhance visibility and engagement. Tickets are $75.

The Arts

Throughout the event area, Splatter will continue honoring the arts, offering an array of activities suitable for all attendees. In collaboration with the Dublin Arts Collective, an art exhibition titled "The High Life" will once again return to The Wave waterpark and will feature an assemblage of fine artworks crafted by artists from local high schools.

Special Event App

Showcasing Dublin's ongoing commitment to enhancing public communication and minimizing waste, the Parks and Community Services Department will continue with the utilization of the special event application, "DublinCaEvent." This app, downloadable on both Apple and Android devices, is a comprehensive hub for event information. It will include festival maps, sponsor and vendor directories, parking and transportation details, schedules, and entertainment lineups. Beyond just putting festival details at attendees' disposal, this app also supports environmental conservation by eliminating the need for paper programs.

Grand Finale

The night will conclude with a customized spectacle of 250 drones illuminating the sky in harmony with *Mustache Harbor's* encore medley. Due to private development commencing in the previous launch location, the drones will be launched from a new location on the west end of Emerald Glen Park.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Splatter 2024 Preview

City Council Meeting
September 3, 2024



DUBLIN
CALIFORNIA

Event Details

- Saturday, September 14, 2024 – Emerald Glen Park
- Time: 12:00 p.m. – 8:30 p.m.
- Day Time – Family Friendly Events & Entertainment
- Late Afternoon/Evening – Rose Lounge VIP Experience, Headlining Entertainers & Grand Finale: Drone Show

Splatter 2024

- Three Stages of Entertainment
  - Main Stage
    - Headliners & Grand Finale
  - Amphitheater Stage
    - Multicultural Performances
  - Side Yard Stage
    - Local Acoustic Musicians & Performers
- Roaming Entertainment







Splatter Continued

- Over 30 Unique Food Vendors
- Arts & Crafts World Market
- Carnival & More
- Interactive Arts & Crafts
- “High Life” – Art Gallery featuring Local Highschool Students







The Rose Lounge VIP Experience

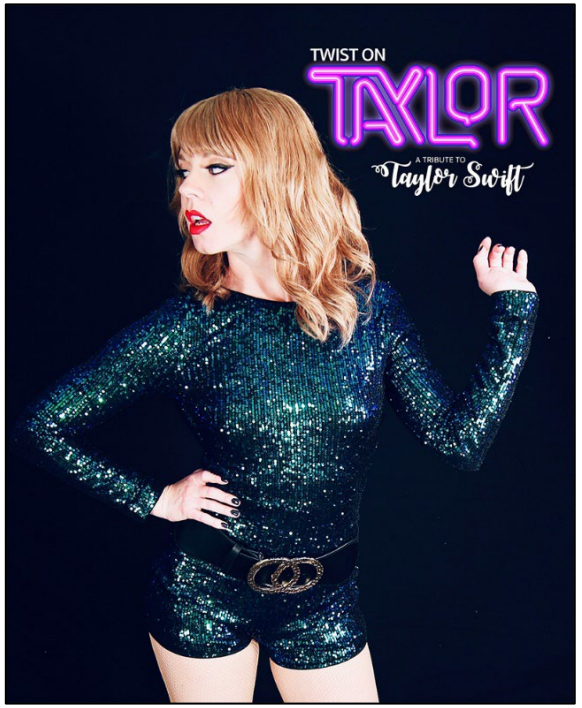
- 5:00 p.m. - 8:30 p.m.
- Interactive Food Stations
- Private Dance Floor
- Sommelier Led Wine & Beer Tastings
- Front Row Experience for Main Stage and Drone Show







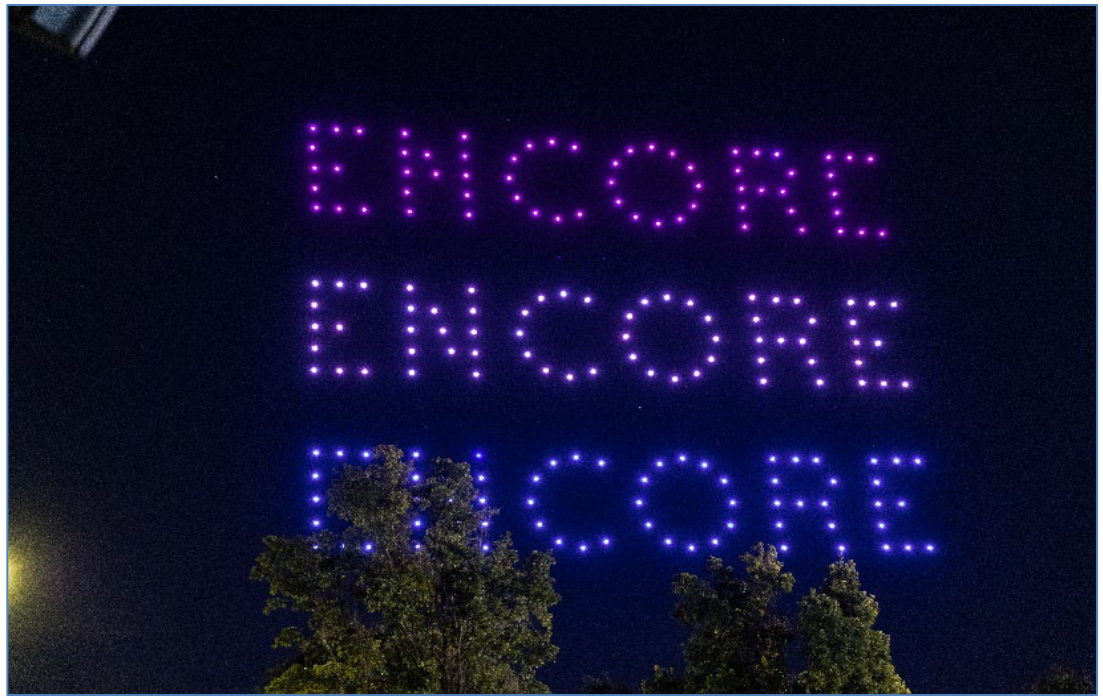
Headlining Entertainment





Twist on Taylor & Mustache Harbor

Grand Finale Drone Show





Thank You!

Agenda Item 5.1

STAFF REPORT

CITY COUNCIL

DATE: September 3, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of August 20, 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 August 20, 2024, Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the August 20, 2024, Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the August 20, 2024, Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) August 20, 2024 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: August 20, 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 6:02 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

A Regular Meeting of the Dublin City Council was held on Tuesday, August 20, 2024, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor McCorriston.

DRAFT

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

City Attorney John Bakker reported the City Council appointed Colleen Tribby as the next City Manager subject to the negotiation of a contact and after the contract is negotiated it will be placed on a future agenda for City Council approval.

City Attorney John Bakker also reported that the City Council approved a settlement agreement in the National Prescription Opiate Litigation with the Kroger companies and the settlement agreement will be executed soon.

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Update on the Alameda County Sheriff's Office Oversight Committee

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

3.2) American Muslim Appreciation and Awareness Month Proclamation

The City Council presented the 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, was introduced.

4) PUBLIC COMMENT

Mike Grant provided public comment.

Paul Pendley provided public comment.

Antoinette Duerr provided public comment.

Cheryl Robinson provided public comment.

Charles Henze provided public comment.

Krish Nandola provided public comment.

5) CONSENT CALENDAR

5.1) Approved the July 16, 2024 Regular City Council Meeting Minutes.

5.3) Adopted Resolution No. 87-24 titled, "Accepting the Fallon Sports Park – Phase 3, CIP No. PK0119."

5.4) Waived the second reading and adopted Ordinance No. 05-24 titled, "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 waived the second reading and adopted Ordinance No. 06-24 titled, "Approving a Development Agreement Between the City of Dublin and GH PacVest, LLC Related to the Dublin Fallon 580 Project."

5.5) Adopted Resolution No. 88-24 titled, "Approving the Allocation of CDBG Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project."

5.6) Adopted Resolution No. 89-24 titled, "Determining No Responsive Bids Were Received for the Camp Parks Sign and Guard Shack Project, CIP No. PA0121," and authorized Staff to negotiate a suitable contract for the project in accordance with Public Contract Code Sections 20166.

5.7) Received notification of the City Engineer's pending approval of the Final Map for Tract 8647, Francis Ranch and adopted Resolution No. 90-24 titled, "Approving the Agreement for Long Term Encroachment for Landscape Features with Tract 8647, Francis Ranch."

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

5.9) Waived the reading and introduced the Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control) and waived the reading and introduced the Ordinance Amending Dublin Municipal Code Chapter 7.29 (Management of PCBs During Building Demolition Projects).

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

5.11) Adopted Resolution No. 91-24 titled, "Approving the Agreement with Consiliant Technologies, LLC for Software and Equipment Maintenance for Situational Awareness Cameras."

5.12) Approved the First Amendment to the Agreement for Legal Services with Redwood Public Law, LLP and appointed Camilla Getz as the Assistant City Attorney.

5.13) Received a report of payments issued from July 1, 2024 - July 31, 2024, totaling $14,629,153.59.

5.14) Adopted Resolution No. 92-24 titled, "Approving the Agreement for Long Term Encroachment for Landscape Features with Homeowners Association for Parcel A of Tract 4236," and Resolution No. 93-24 titled, "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."

5.15) Adopted Resolution No. 94-24, "Accepting the Civic Center Rehabilitation Project, CIP No. GI0122."

On a motion by Councilmember Josey, seconded by Councilmember Qaadri, and by unanimous vote, the City Council adopted the Consent Calendar, except for item 5.2.

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

5.2) Appointments to the City Council 2024 Ad-Hoc Audit Review Committee

This item was pulled from the consent calendar by Councilmember Josey for further discussion.

Councilmember Josey requested to not be appointed to the 2024 Ad-Hoc Committee and suggested Councilmember Thalblum be appointed instead.

On a motion by Councilmember Josey and seconded by Councilmember Qaadri, and by unanimous vote, the City Council confirmed Mayor McCorriston and Councilmember Thalblum as the 2024 Ad-Hoc Audit Review Committee.

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

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 received a presentation on the Acquisition of a Portion of Certain Real Property Located at 5856 Tassajara Road, Dublin, CA (Alameda County APN 986-28-2) and the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

Mayor McCorriston opened the Public Hearing.

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

On a motion by Councilmember Qaadri, seconded by Councilmember Thalblum, and by unanimous vote, the City Council adopted Resolution No. 95-24 titled, "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."

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

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

The City Council received a presentation regarding the appeal of the July 23, 2024, Planning Commission's denial of the proposed Dublin Place North project Site Development Review permit application.

Mayor McCorriston opened the Public Hearing.

The applicant and appellant, Hines Interests Limited Partnership made a presentation.

Matthew Aini provided public comment.

Mayor McCorriston closed the Public Hearing.

The City Council continued item 6.2 to later in the meeting.

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 received a presentation regarding the consent of assignment of the collection services agreement with Amador Valley Industries, LLC to Livermore Sanitation, Inc. and a new Amended and Restated Collection Service Agreement.

Mayor McCorriston opened the public comment period.

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

On a motion by Vice Mayor Hu, seconded by Councilmember Josey, and by unanimous vote, the City Council adopted Resolution No. 97-24 titled, "Approving the Assignment of Amador Valley Industries, LLC Stock and Other Interests to Livermore Sanitation, Inc.," and authorized the City Manager to execute a consent to assignment and a new Amended and Restated Collection Service Agreement consistent with the foregoing Resolution.

RESULT:	ADOPTED [UNANIMOUS]
MOVED BY:	Dr. Sherry Hu, Vice Mayor
SECOND:	Jean Josey, Councilmember
AYES:	McCorriston, Josey, Hu, Qaadri, Thalblum

Mayor McCorriston called for a break at 10:30 PM.

Mayor McCorriston reconvened the meeting at 10:40 PM.

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

The City Council continued the agenda item.

On a motion by Councilmember Qaadri, seconded by Councilmember Thalblum, and by a 4-to-1 roll call vote, the City Council adopted Resolution No. 96-24 titled, "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," as amended to add Conditions 178-184 subject to review and approval by the Community Development Director. The conditions are: 1) add vertical relief on the roofline at the north portion of the building to provide distinct corner tenant identity; 2) break up the horizontal canopy at the building columns, where possible and appropriate; 3) provide color variation within the color scheme, where appropriate, on the final demising plan; 4) provide front door variation for enhanced tenant expression; 5) approach PetSmart regarding wrapping

public art around the southwest corner, and add additional landscaping to soften the appearance of the west façade; 6) upon completion of the demolition and site preparation, ensure Block H1 is screened with construction fencing and decorative wrap for the downtown; and 7) ensure that outdoor furnishings (i.e. lighting, trash cans, tables, and chairs, etc.) and landscaping is consistent with the Dublin Commons project to create a cohesive identity across the two projects.

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

8) NEW BUSINESS

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

The City Council discussed the appointment of the City's voting delegate and alternates for the 2024 National League of Cities City Summit.

On a motion by Councilmember Josey and seconded by Mayor McCorriston, and by unanimous vote, the City Council designated Councilmember Qaadri as the voting delegate and Councilmember Josey as the alternate.

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

8.2) Proposed Framework for Dublin Commons Development Agreement

The City Council received a presentation on the proposed framework for the Dublin Commons Development Agreement for the future development on the site.

Shirley Lewandowski provided public comment.

Marlene Massetti provided public comment.

Tom Evans provided public comment.

Brandon Evans provided public comment.

John Dalrymple provided public comment.

Greg Bonato provided public comment.

Gary Bonetti provided public comment.

Matthew Aini provided public comment.

By consensus, the City Council directed Staff to look into included affordable housing units within the apartment buildings and not in one building alone.

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 meeting at 12:21 AM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.2

STAFF REPORT
CITY COUNCIL

DATE: September 3, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement for Long Term Encroachment with 6797 Pearl Place
Prepared by: Gabrielle Abdon, Associate Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving an Agreement for Long Term Encroachment for Landscape Features With 6797 Pearl Place.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement for Long Term Encroachment for Landscape Features With 6797 Pearl Place.

FINANCIAL IMPACT:

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

DESCRIPTION:

The homeowner of 6797 Pearl Place constructed a retaining wall along the front of their property known as Lot 140 of Tract 4719, Assessor's Parcel Number 941-2769-047-00. The retaining wall is located within the public street rights-of-way of Pearl Place and Turquoise Street. The property owner 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 property owner to maintain these features within the public street right-of-way (Attachment 2).

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 6797 Pearl Place
2) Exhibit A to the Resolution - Agreement for Long Term Encroachment for Landscape Features with 6797 Pearl Place

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 6797 PEARL PLACE

WHEREAS, the property owner of Lot 140 of Tract 4719, Assessor's Parcel Number 941-2769-047-00, applied for a building permit, BLDR-2022-00349, to install a retaining wall on Lot 140 with an encroachment within the public street rights-of-way of Pearl Place and Turquoise Street; and

WHEREAS, the City issued BLDR-2022-00349 to the property owner and their contractor; and

WHEREAS, the property owner, Sriram & Surepeddi Srilakshmi A. Govindarajan, 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 with 6797 Pearl Place, 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 Features with 6797 Pearl Place, 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 3rd day of September 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 6797 PEARL PLACE

THIS AGREEMENT FOR LONG TERM ENCROACHMENT FOR LANDSCAPE FEATURES WITH 6797 PEARL PLACE ("Agreement") is made between the City of Dublin ("City") and SRIRAM & SUREPEDDI SRILAKSHMI A GOVINDARAJAN ("Owner").

1. **Property:** The subject property is Lot 140 Tract 4719 as filed in Book 142 of Maps at Pages 41, in the Official Records of the County of Alameda, State of California.

2. **Applicant:** Applicant is the Owner of 6797 Pearl Place, Dublin, CA and has applied for a building permit from the City to construct a retaining wall and associated improvements ("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 along Pearl Pl and Turquoise St (collectively, the "Landscape Features"). Construction details for these Landscape Features are shown on the plan entitled *New Retaining Wall for Existing Residence 6797 Pearl Place,* prepared by Tomas A. Fernandez, P.E., dated November 2021, approved by the City. The scope of the improvements covered under the agreement is 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.

5. **Ownership:** Owner shall own all special Landscape Features, including retaining wall and associated improvements.

6. **Operations and Maintenance:** Owner shall maintain and repair all the Landscape Features, including retaining wall and associated improvements 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. 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 Service 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 Service 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 Owner 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 a policy of homeowner's insurance covering the Landscape Features improvements including the improvements and maintenance to the Property's retaining wall; shall provide the City proof of this policy, which shall detail coverage of the retaining wall; 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, except as specified in Section 7.

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 Owners' 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.

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 any successors in ownership and title.

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 - 3481
Fax No. (925) 833-6651
Attn: City Manager

Owner:
6797 Pearl Pl, Dublin, CA 94568
Attn: Sriram Govindarajan & Srilakshmi A Surepeddi

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.

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 21 day of JULY, 2023.

CITY:

THE CITY OF DUBLIN,
a municipal corporation

By: _____

City Manager

OWNER:

SRIRAM & SUREPEDDI SRILAKSHMI A GOVINDARAJAN

By: _____ S. Anusha Surepeddi

Name: SRIRAM GOVINDARAJAN Srilakshmi A Surepeddi

Title: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

The 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 the document.

State of California
County of Alameda

On 07/21/2023 before me, **Persephone Burgess , NOTARY PUBLIC**

personally appeared SRILAKSHMI ANUSHA SUREPEDDI and SRIRAM GOVINDARAJAN 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 forgoeing paragraph is true and correct.

Signature of Notary

PERSEPHONE BURGESS
COMM. # 2337185
NOTARY PUBLIC • CALIFORNIA
ALAMEDA COUNTY
MY COMM. EXP. NOVEMBER 13, 2024

Optional Information

Date of Document: 07/21/2023

Type or Title of Document:_____

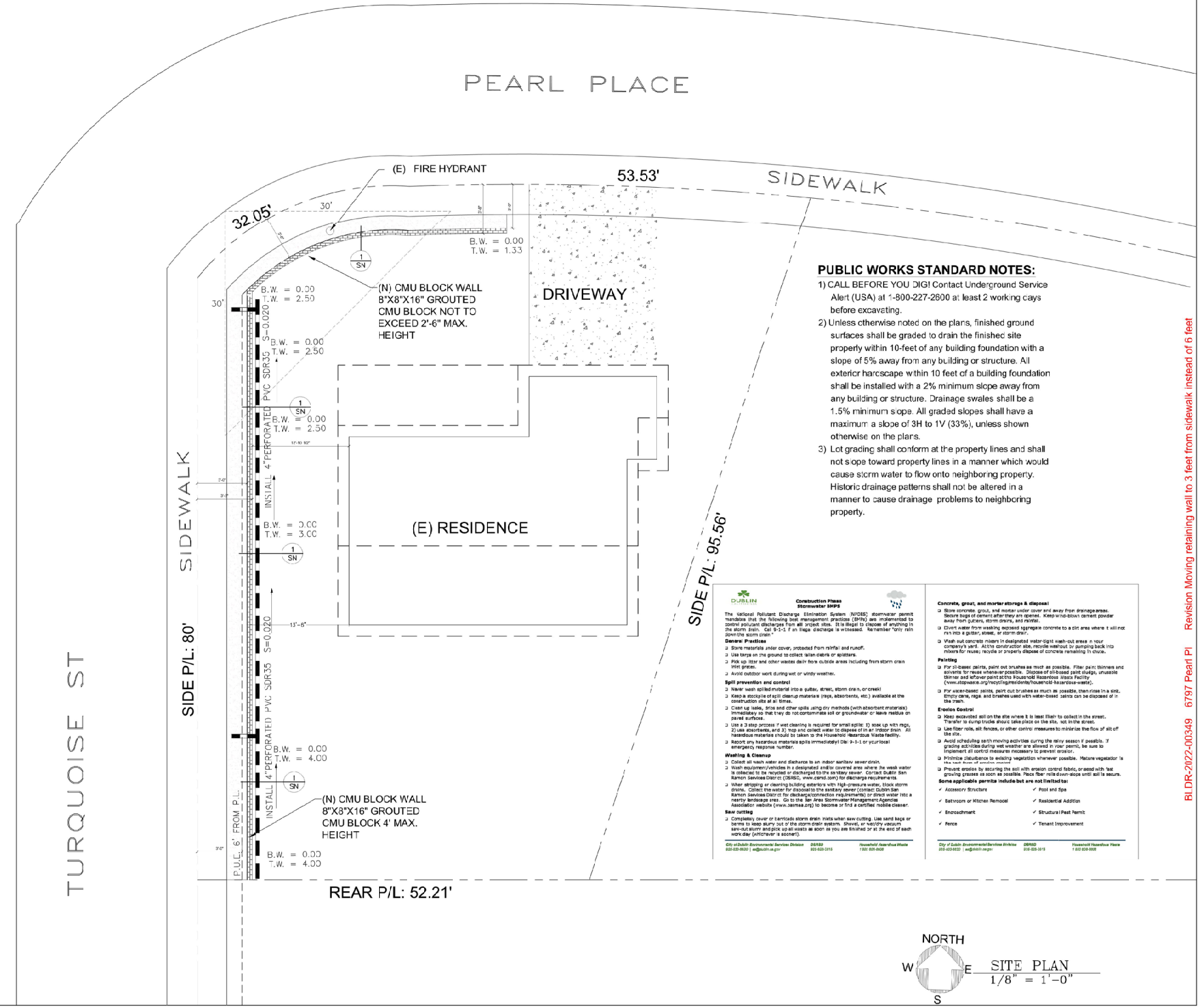
Number of Pages in Document:_____

Document in a Foreign Language:_____

Capacity of Signer:
_____Trustee
_____Power of Attorney
_____CEO/CFO/COO
_____President/Vice-President/Secretary/Treasurer
_____Other:_____

Exhibit A
Scope of Improvements
Excerpts from
BLDR-2022-00349

Location of Work:
6797 Pearl Place
APN: 941-2769-047-00



PUBLIC WORKS STANDARD NOTES:

1) CALL BEFORE YOU DIG! Contact Underground Service Alert (USA) at 1-800-227-2600 at least 2 working days before excavating.
2) Unless otherwise noted on the plans, finished ground surfaces shall be graded to drain the finished site properly within 10-feet of any building foundation with a slope of 5% away from any building or structure. All exterior hardscape within 10 feet of a building foundation shall be installed with a 2% minimum slope away from any building or structure. Drainage swales shall be a 1.5% minimum slope. All graded slopes shall have a maximum a slope of 3H to 1V (33%), unless shown otherwise on the plans.
3) Lot grading shall conform at the property lines and shall not slope toward property lines in a manner which would cause storm water to flow onto neighboring property. Historic drainage patterns shall not be altered in a manner to cause drainage problems to neighboring property.

Construction Phase Stormwater BMPS

The National Pollutant Discharge Elimination System (NPDES) stormwater permit mandates that the following best management practices (BMPs) are implemented to control pollutant discharges from all project sites. It is illegal to dispose of anything in the storm drain. Call 9-1-1 if an illegal discharge is witnessed. Remember "only rain down the storm drain."

General Practices

- Store materials under cover, protected from rainfall and runoff.
- Use tarps on the ground to collect fallen debris or splatters.
- Pick up litter and other wastes daily from outside areas including from storm drain inlet grates.
- Avoid outdoor work during wet or windy weather.

Spill prevention and control

- Never wash spilled material into a gutter, street, storm drain, or creek!
- Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- Clean up leaks, drips and other spills using dry methods (with absorbent materials) immediately so that they do not contaminate soil or groundwater or leave residue on paved surfaces.
- Use a 3 step process if wet cleaning is required for small spills: 1) soak up with rags, 2) use absorbents, and 3) mop and collect water to dispose of in an indoor drain. All hazardous materials should be taken to the Household Hazardous Waste facility.
- Report any hazardous materials spills immediately! Dial 9-1-1 or your local emergency response number.

Washing & Cleanup

- Collect all wash water and discharge to an indoor sanitary sewer drain.
- Wash equipment/vehicles in a designated and/or covered area where the wash water is collected to be recycled or discharged to the sanitary sewer. Contact Dublin San Ramon Services District (DSRSD, www.dsrsd.com) for discharge requirements.
- When stripping or cleaning building exteriors with high-pressure water, block storm drains. Collect the water for disposal to the sanitary sewer (contact Dublin San Ramon Services District for discharge/connection requirements) or direct water into a nearby landscape area. Go to the Bay Area Stormwater Management Agencies Association website (www.basmaa.org) to become or find a certified mobile cleaner.

Saw cutting

- Completely cover or barricade storm drain inlets when saw cutting. Use sand bags or berms to keep slurry out of the storm drain system. Shovel, or wet/dry vacuum saw-cut slurry and pick up all waste as soon as you are finished or at the end of each work day (whichever is sooner!).

City of Dublin Environmental Services Division 925-833-6630 | es@dublin.ca.gov — DSRSD 925-829-3515 — Household Hazardous Waste 1 800 606-6606

Concrete, grout, and mortar storage & disposal

- Store concrete, grout, and mortar under cover and away from drainage areas. Secure bags of cement after they are opened. Keep wind-blown cement powder away from gutters, storm drains, and rainfall.
- Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street, or storm drain.
- Wash out concrete mixers in designated water-tight wash-out areas in your company's yard. At the construction site, recycle washout by pumping back into mixers for reuse; recycle or properly dispose of concrete remaining in chute.

Painting

- For oil-based paints, paint out brushes as much as possible. Filter paint thinners and solvents for reuse whenever possible. Dispose of oil-based paint sludge, unusable thinner and leftover paint at the Household Hazardous Waste Facility (www.stopwaste.org/recycling#residents/household-hazardous-waste).
- For water-based paints, paint out brushes as much as possible, then rinse in a sink. Empty cans, rags, and brushes used with water-based paints can be disposed of in the trash.

Erosion Control

- Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- Use filter rolls, silt fences, or other control measures to minimize the flow of silt off the site.
- Avoid scheduling earth moving activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all control measures necessary to prevent erosion.
- Minimize disturbance to existing vegetation whenever possible. Mature vegetation is the best form of erosion control.
- 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.

Some applicable permits include but are not limited to:

- ✓ Accessory Structure
- ✓ Pool and Spa
- ✓ Bathroom or Kitchen Remodel
- ✓ Residential Addition
- ✓ Encroachment
- ✓ Structural Pest Permit
- ✓ Fence
- ✓ Tenant Improvement

City of Dublin Environmental Services Division 925-833-6630 | es@dublin.ca.gov — DSRSD 925-829-3515 — Household Hazardous Waste 1 800 606-6606

NORTH
W E S

SITE PLAN
1/8" = 1'-0"

BLDR-2022-00349 6797 Pearl Pl Revision Moving retaining wall to 3 feet from sidewalk instead of 6 feet

TOMAS A. FERNANDEZ, P.E.
2678 North Main St., Suite # 27,
Walnut Creek, CA 94596
Telephone: (925) 932-6173 Fax: (925) 932-6130
Email: tomasfer99@comcast.net

EXISTING RESIDENCE
NEW RETAINING WALL
6797 PEARL PLACE
DUBLIN, CA 94568

REGISTERED PROFESSIONAL ENGINEER
TOMAS ALFREDO FERNANDEZ
No. 78876
Exp. 3/31/22
CIVIL
STATE OF CALIFORNIA

REVIEWED
for Code Compliance
CITY OF DUBLIN
Building & Safety Division

SITE PLAN 1/8"=1'-0"

JOB #	PO21-143
DATE:	NOV. 2021
DRAWN BY:	PVS
ENGINEER:	TAF
SCALE:	1/4"=1'-0"
CAD FILE:	PO21-143
SHEET	A.2

STRUCTURAL NOTES AND SPECIFICATIONS

STRUCTURAL NOTES AND SPECIFICATIONS

A. GENERAL

1. The Contractor shall examine and check all existing conditions, dimensions, levels and materials and notify the Owner, Architect or Engineer of any discrepancies before proceeding with the work. Should a discrepancy appear in the Specifications or Drawings, or in the work done by others from the contract documents that affect any work, notify the Architect or Engineer at once for instruction on how to proceed.
2. All construction and materials shall be as specified and as required by the latest edition of the California Building Code, The California Building Code Standards, locally enforced codes and authorities. All articles, materials and equipment shall be installed, applied, connected as directed by the manufacturer's latest written specifications except where otherwise noted. Material notes on the drawings shall take precedence over the Specifications.
3. In the event certain features of the construction are not fully shown, their construction shall be as shown for similar features. All dimensions shall take precedence over scale shown on the Plans.
4. It shall be the Contractor's sole responsibility to design and provide adequate shoring, bracing, formwork, etc., as required for the protection of life and property during construction.
5. All material stored on the site shall be properly stacked and protected to prevent damage and deterioration until use. Failure to protect materials may be cause for rejection of work.
6. See architectural, electrical and mechanical drawings for size and location of pipe, vent, duct and other openings and details not shown on the structural drawings. All structural drawings, details, dimensions, etc. shall be checked and verified, by the Contractor, with the architectural drawings. All discrepancies shall be brought to the attention of the Engineer for resolution before proceeding with the work.

B. FOUNDATION

A Geotechnical Engineering Report has not been prepared for this site. The Presumptive Load-bearing values table 1806.2 (2019 CBC) was used as a basis for the design for the foundation system. The foundation stem wall footing shall be founded on undisturbed native soil that is reviewed and approved by the Engineer-Of-Record prior to placing of the concrete. Slabs on grade shall be constructed over subbase as specified on the project structural plans compacted to 95% maximum dry density. All earthwork and site drainage shall be constructed in accordance with all applicable local and regional building codes and standards.

C. CONCRETE

1. Poured in place concrete work shall be constructed of normal weight, five sack Portland Cement Concrete, having a minimum 28-day compressive strength of 2,500 psi for slabs on grade and grade beams or be constructed of normal weight four sack Portland cement concrete having a minimum 28-day compressive strength of 2,500 psi for cast-in-place piers. All portland cement concrete shall conform to the requirements of ACI 318, "Building Code Requirements for Reinforced Concrete", latest edition. The concrete shall be placed with a maximum of 312 pounds of water per cubic yard. Maximum slump shall be 4 inches. The use of any admixture in the concrete must be approved by the Engineer.
2. All newly placed concrete shall be cured in accordance with the provisions in ACI 308, "Standard Practice for Curing Concrete", latest edition. Method of curing shall be at the option of the Contractor with approval of the Owner.
3. All metal anchorage devices, anchor bolts, etc. shall be secured in place and inspected prior to placing concrete.
4. All work done under this section shall conform with the applicable portions of ACI 318, latest edition.

D. REINFORCEMENT

1. Use Grade 40 deformed reinforcing for #4 and smaller bars and Grade 60 for #5 and larger bars conforming to the requirements of ASTM A615. Staggered reinforcing bar contact splices shall lap 48 diameters. Support horizontal steel at bottom on mortar blocks. Maintain a minimum of 3 inch clearance for surfaces poured against earth; minimum 1.5 inch elsewhere U.N.O.
2. All reinforcing shall be secured in place and inspected prior to placing of concrete or grout.
3. All work done under this section shall conform with the applicable portions of ACI 318, latest edition, particularly Chapter 7, "Details of Reinforcement".

ABBREVIATIONS

A.B.	Anchor Bolt	GLB.	Glulam Beam
ALT.	Alternate	HD.	Holdown
APA.	American Plywood Association	HDR.	Header
ARCH.	Architect	MB.	Machine Bolt
BFW.	Ballon Framed Wall	MIN.	Minimum
BLKG.	Blocking	MBR.	Member
BM.	Beam	MTL.	Metal
BN.	Block Nailing	NTS.	Not to Scale
BOT.	Bottom	OC.	On Center
BRG.	Bearing	PL.	Plate
CANT.	Cantilever	PLY.	Plywood
CL.	Center Line	PTDF.	Preservative Treated Douglas Fir
CLG.	Ceiling	REINF.	Reinforcement
CLR.	Clear	REQD.	Required
CMU.	Concrete Masonry Unit	RF.	Roof
COL.	Column	RR.	Roof Rafter
COLL.	Collector	SAD.	See Architectural Drawings
CONC.	Concrete	SB.	Solid Blocking
CONT.	Continuous	SCH.	Schedule
CTRS.	Centers	SHRWL.	Shear Wall
DBL.	Double	SHTG.	Sheathing
DF.	Douglas Fir	SIM.	Similar
DIM.	Dimension	SMF.	Steel Moment Frame
DET.	Detail	SN.	Sill Nailing
DWG.	Drawing	STL.	Steel
(E)	Existing	T.&B.	Top and Bottom
EN.	Edge Nailing	TJI.	Truss Joist Floor Joist
EA.	Each	TS	TUBE STEEL
FLR.	Floor	TYP.	Typical
FN.	Field Nailing	C.B.C.	California Building Code, latest edition
FND.	Foundation	U.O.N.	Unless Otherwise Noted
FTG	Footing	V.I.F.	Verify in Field
F.O.S.	Face of Stud	W/	With
		WWF	Welded Wire Fabric

SCOPE OF WORK

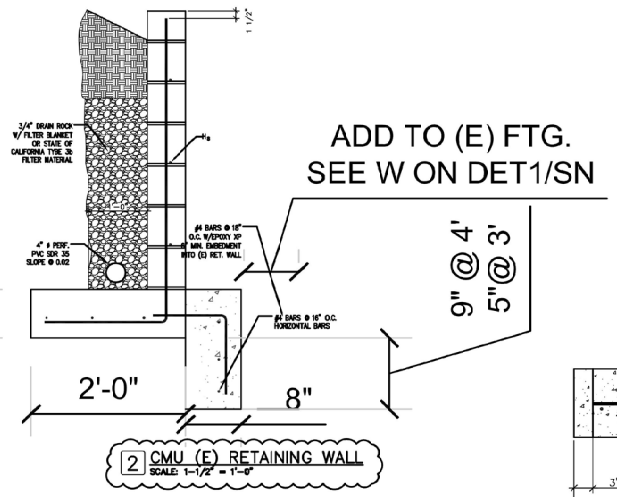
NEW SITE RETAINING WALL
APROXIMATELY 100' LONG 3' TO 4' MAX HEIGHT

STRUCTURAL DESIGN INFORMATION

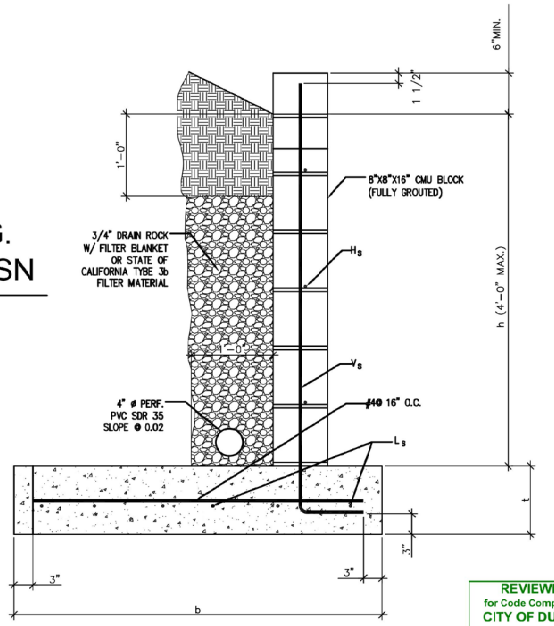
LATERAL DESIGN SYSTEM INFORMATION	
OCCUPANCY, IMPORTANCE FACTOR__ II, 1.0 BASIC WIND SPEED (3 Sec. gust)___ 110mph WIND EXPOSURE CATEGORY_____ B LATITUDE-LONGITUDE = 37.721 N,-121.916 W SEISMIC DESIGN FACTORS : SS=1.760, S1=0.645, SDS=1.408, SD1= 0.731 R=6.5, CD=4, CS=0.135 SITE CLASS=D, DESIGN CATEGORY=D ALLOWABLE BEARING PRESSURE 1,500 PSF	

BUILDING CODES

- 2019 CALIFORNIA RESIDENTIAL CODE
- 2019 CALIFORNIA BUILDING CODE (CBC)
- LOCAL CODES & ORDINANCES



2 CMU (E) RETAINING WALL
SCALE: 1-1/2" = 1'-0"



WALL HT. (h)	FTG. LENGTH (w)	FTG. HEIGHT (t)	VERTICAL STEEL (Vs)	HORIZ STEEL (Hs)	LONGITUDINAL STEEL (Ls)
3'	2'-3"	14"	#4 @ 16" O.C.	#4 @ 16" O.C.	#4 @ 16" O.C.
4'	3'-5"	14"	#4 @ 16" O.C.	#4 @ 16" O.C.	#4 @ 16" O.C.

1 CMU RETAINING WALL
SCALE: 1-1/2" = 1'-0"

REVIEWED
for Code Compliance
CITY OF DUBLIN
Building & Safety Division

BLDR-2022-00349 6797 Pearl Pl Revision Moving retaining wall to 3 feet from sidewalk instead of 6 feet

TOMAS A. FERNANDEZ, P.E.
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EXISTING RESIDENCE
NEW RETAINING WALL
6797 PEARL PLACE
DUBLIN, CA 94568

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FOUNDATION FRAMING PLAN
ROOFFRAMING PLAN

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Agenda Item 5.3

STAFF REPORT
CITY COUNCIL

DATE: September 3, 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 consider adopting 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 consider adopting 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. The City Council waived the first readings and introduced the ordinances at the meeting on August 20, 2024. The City Council is now being asked to waive the second readings and adopt the ordinances.

STAFF RECOMMENDATION:

Take the following actions: 1) Waive the second reading and adopt the **Ordinance** Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control); and 2) Waive the second reading and adopt 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.

Chapter 7.74 Stormwater Management and Discharge Control

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.

On August 20, 20204, the City Council waived the first reading and introduced the Ordinance Amending Dublin Municipal Code Chapter 7.74 (Stormwater Management and Discharge Control). The City Council is being asked to waive the second reading and adopt the Ordinance.

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.

On August 20, 2024, the City Council waived the first reading and introduced the Ordinances Amending Dublin Municipal Code Chapter 7.29 (Management of PCBs During Building Demolition Projects.) Subsequently, proposed Ordinance text for Section 7.29.050. PCBs in Priority Building Materials Screening Assessment, was corrected for grammatical and verb consistency, without altering the proposed Ordinance requirements. The City Council is being asked to waive the second reading and adopt the Ordinance, including the grammatical and verb corrections in Section 7.29.050.

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 3rd day of September 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 3rd day of September 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, as follows~~which is a two (2) step process~~:

A. 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 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. Document 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. Document that 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. Inspect demolition projects during the dry season (May 1 through September 30 of a given year);

2. Conduct additional wet season inspections, as necessary (beyond the once per month minimum required by the MRP);

3. Perform street sweeping 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.

Agenda Item 6.1

STAFF REPORT
CITY COUNCIL

DATE: September 3, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adding a Low Carbon Concrete Requirement to the City's Green Building Code in Coordination with the City's Climate Action Plan
Prepared by: Nelson Pureco, Plan Check Engineer, and Shannan Young, Environmental & Sustainability Manager

EXECUTIVE SUMMARY:

The City Council will consider introducing an ordinance amending the City's Green Building Code to add a requirement for the use of low carbon concrete and adopting a related resolution. The low carbon concrete requirements are in alignment with the City of Dublin Climate Action Plan 2030 and Beyond, Measure MM-2, Reduce the Embodied Greenhouse Gas Emissions Associated with Building Materials.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Approving Findings Regarding the Need for Local Amendments to Provisions in the California Green Building Standards Code as Adopted by the City; and 2) INTRODUCE the Ordinance Approving Amendments to the Dublin Municipal Code Chapter 7.94 (Green Building Code) to Amend Section 7.94.050 (Definitions) and to Add Section 7.94.085 (Low Carbon Concrete) and Section 7.94.120 (Low Carbon Concrete).

FINANCIAL IMPACT:

The cost associated with implementing the Ordinance is estimated to be approximately $85,000 to $140,000 per year for additional plan check and inspection time commitments. The costs may decrease over time as applicants become familiar with the requirements. These increased costs are accounted for in the City's Master Fee Schedule adopted in June 2024.

DESCRIPTION:

Background

The City of Dublin adopted the Climate Action Plan 2030 and Beyond (CAP 2030) on September 15, 2020 (Resolution 100-20). CAP 2030 includes five strategies with 22 measures intended to reduce greenhouse gas emissions by 40 percent below 1990 levels by 2030 and to put the City on the path to reach carbon neutrality by 2045. The five strategies in CAP 2030 are:

Strategy 1 – Renewable and Carbon Free Electricity
Strategy 2 – Building Efficiency and Electrification
Strategy 3 – Sustainable Mobility and Land Use
Strategy 4 - Materials and Waste Management
Strategy 5 – Municipal Leadership

Included under Strategy 4 is Measure MM-2, Reduce the Embodied Greenhouse Gas Emissions (GHG) Associated with Building Materials. The embodied GHG emissions of a building are carbon dioxide or other GHGs generated by making and transporting building materials to a site, including mining, refining, and shipping. According to the Rocky Mountain Institute[1], 11 percent of global GHG emissions are generated during the lifecycle of building materials and concrete production is responsible for approximately 8 percent of global carbon emissions. Although CAP 2030 did not quantify the embodied GHG emissions from the consumption of building materials, the inclusion of Measure MM-2 acknowledges the importance of addressing embodied emission to achieve the 2045 carbon neutrality goal.

Concrete is composed of an aggregate blend and cement. The GHG emissions associated with concrete can be reduced by minimizing cement use to the extent possible or by using cement alternatives called supplementary cementitious materials (SCMs). These include but are not limited to fly ash, slag, and glass pozzolans. Based on conversations with local ready-mix suppliers, Staff understands these cement alternatives to be locally available and have cost parity with cement. These low carbon concrete mixes are not new. The State of California Department of Transportation incorporated SCMs into the 2010 document “Guidelines for the Design & Inspection of Concrete” and noted that SCMs are cost effective and provide benefits to the strength, workability, permeability, and durability of concrete.

Based on Staff’s research and in alignment with the goals of CAP 2030, Staff proposes to amend the City’s Green Building Code to add a requirement for the use of low carbon concrete.

Analysis

The proposed Ordinance would add Sections 7.94.085 and 7.94.120 to Chapter 7.94, Green Building Code, of the Dublin Municipal Code (DMC).

The requirements are based on the low carbon concrete code adopted in 2019 by Marin County, who partnered with several entities and conducted robust stakeholder engagement to develop a

[1] The Rocky Mountain Institute is an independent, non-partisan, non-profit organization of experts across disciplines working to accelerate the clean energy transition and improve lives.

regionally replicable building code amendment.

Requirements would be applicable to all projects that require a building permit and that use ready-mix concrete. Projects that use bagged concrete, shotcrete, gunite, stucco, and asphaltic concrete (asphalt) would be exempt. Projects would demonstrate compliance with the low carbon concrete code by either using the cement limit equation or through the embodied carbon pathway. When using the embodied carbon method, the carbon in the concrete mix shall not exceed the values, as demonstrated via an Environmental Product Declaration (EPD) for the concrete mix. An EPD is a document that provides third-party verification of life-cycle analysis of products and goods.

If an applicant is unable to meet the limits, the applicant has the option to use an alternative compliance pathway to demonstrate reduced equivalent carbon emissions reductions from the remaining portions of the project. If the applicant is unable to provide sufficient evidence to demonstrate equivalent carbon emissions reductions, the Ordinance allows for the assessment of penalties based on the social cost of carbon as established by the United States Environmental Protection Agency. The Ordinance includes the calculation for assessing penalties. The current social cost of carbon is set at $190 per metric ton of carbon dioxide.

The initial implementation of the proposed Ordinance would be an education and outreach effort led by the Public Works Department in conjunction with the Community Development Department. To ensure a successful launch of the low carbon concrete code, Staff recommends adoption with an effective date of January 1, 2025.

The proposed modifications as described in Section 7.94.085 and 7.94.120 are necessary to limit carbon emissions associated with concrete construction, while ensuring adequate strength and durability for the intended use. Low carbon concrete is available locally and can be incorporated into projects occurring in the City. The reduction of greenhouse gas emissions from the use of low carbon concrete helps mitigate climate change and its negative effects such as extreme heat, droughts, intense storms, and flooding that may occur in the City, making these amendments reasonably necessary for local climatic reasons.

In calendar year 2023, 2,903 building permits were issued. Of those permits, 11.6 percent (338 permits) would have been subject to this ordinance while 17.2 percent (499 permits) would require further review to determine if the project met an exemption. Therefore, at least 71.2 percent of permits issued met an exception and would not require a review for compliance.

Based on the time it takes to review applications and enforce requirements during the plan check and inspection process, Staff estimates that the new requirements will add 45 minutes to the review time for smaller buildings, such as a single-family detached dwelling, to as much as four hours for a large commercial project. Review and inspection times will likely decrease over time as applicants, owners, contractors, and developers become more familiar with the standards.

The effect on residential projects depends on the scope of the project. See examples listed below:

- No Effect:
    - Work that is exempt from a Building permit

    - Water heater replacement permits
    - Heating and air conditioning replacement permits
    - Electrical permits
- Possible Minor Effect:
    - Repair work
    - New swimming pool permits without a concrete deck around the pool
    - Retaining walls
- Moderate Effect:
    - New swimming pools with a concrete deck
    - Small additions
    - Accessory structures
    - New landscaping permits with concrete pathways
- Full Effect:
    - New buildings
    - Accessory Dwellings Units
    - Additions

Lastly, in order to amend our local Building Code, the City has to make certain legal findings that support the amendments to the State Code. Attached to this item is a resolution that makes those findings.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Two community meetings were held on April 10, 2024 to inform stakeholders of the potential Ordinance and requirements. A combined 20 people attended, including both contractors and developers. A few questions were addressed regarding the documentation and the timeframe of the process.

In accordance with State law, a public notice was published in the *East Bay Times* and posted at several locations throughout the City. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving Findings Regarding the Need for Local Amendments to Provisions in the California Green Building Standards Code as Adopted by the City
2) Exhibit A to the Resolution – California Green Building Standards Code Findings
3) Ordinance Approving Amendments to the Dublin Municipal Code Chapter 7.94 (Green Building Code) to Amend Section 7.94.050 (Definitions) and to Add Section 7.94.085 (Low Carbon Concrete) and Section 7.94.120 (Low Carbon Concrete)
4) Underline Version of the Proposed Amendments to Chapter 7.94 of the Dublin Municipal Code

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING FINDINGS REGARDING THE NEED FOR LOCAL AMENDMENTS TO PROVISIONS IN THE CALIFORNIA GREEN BUILDING STANDARDS CODE AS ADOPTED BY THE CITY

WHEREAS, Health and Safety Code Section 18938 makes provisions published in the California Building Standards Code pursuant to Health and Safety Code Section 17922 applicable to all occupancies throughout the State and effective one hundred and eighty days after publication by the California Building Standards Commission (the "Commission"), or at a later date established by the Commission; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, under Health and Safety Code Section 17958.7, changes pursuant to Health and Safety Code Section 17958.5 may not become effective until the required findings, and the changes, have been filed with the California Building Standards Commission; and

WHEREAS, Government Code Section 50022.2 permits enactment of City Ordinances that adopt codes or statutes, including codes of the State of California, by reference; and

WHEREAS, the Dublin City Council held a properly noticed public hearing on September 3, 2024, at which time all interested parties had an opportunity to be heard; and

WHEREAS, the City Council of the City of Dublin intends to adopt an Ordinance adopting by reference provisions of the California Building Standards Code, with local amendments; and

WHEREAS, the City Council has reviewed the reasons for proposed changes to the California Building Standards Code set forth below**,** attached hereto and hereinafter incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby adopt the findings (**Exhibit A**), declare, and find that the local amendments to the provisions of the California Building Standards Code set forth below are reasonably necessary because of local climatic,

geologic, or topographical conditions in accordance with Health and Safety Code Section 17958.7 as further set forth below.

BE IT FURTHER RESOLVED that a copy of this Resolution, including items shown below, and Ordinance No. xx-24, Approving Amendments to the Dublin Municipal Code Chapter 7.94 (Green Building Code) to Amend Section 7.94.050 (Definitions) and to Add Section 7.94.085 (Low Carbon Concrete) and Section 7.94.120 (Low Carbon Concrete) shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7.

Chapter 7.94

GREEN BUILDING CODE

Sections:

7.94.050 Section 202, Chapter 2, Definitions – Amended.
7.94.085 Section 4.420, Division 4.4, Chapter 4, Low Carbon Concrete – Added.
7.94.120 Section 5.420, Division 5.4, Chapter 5, Low Carbon Concrete – Added.

Section 7.94.050 of the Dublin Municipal Code is hereby amended to read as follows:

7.94.050 Section 202, Chapter 2, Definitions – Amended.

The following definitions are hereby added to Section 202 of the State Code to read as follows:

ALL-ELECTRIC BUILDING. A building that contains no combustion equipment or plumbing for combustion equipment within the building or building property lines, and instead uses electric appliances for service.

ASPHALTIC CONCRETE. Commonly called asphalt, bituminous asphalt concrete, and bituminous mixture), consists of any composite material composed of mineral aggregate adhered with a binder and commonly used to surface roads and parking lots.

CALTRANS AUTHORIZED MATERIALS LIST. Cementitious Materials for use in concrete as updated from time to time. This list includes blended cement, Portland cement, fly ash, pozzolan, metakaolin pozzolan, silica fume, and slag materials.

CARBON CURE CONCRETE. A technology that introduces recycled CO_2 into fresh concrete to reduce its carbon footprint without compromising performance. Once injected, the CO_2 undergoes a mineralization process and becomes permanently embedded.

COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

COMBUSTION EQUIPMENT. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

CONCRETE. Any approved combination of mineral aggregates bound together into a hardened conglomerate in accordance with the requirements of this code. Concrete as defined in this Chapter does not include asphaltic concrete.

CO_2. Carbon Dioxide.

CO_2 INJECTION. The process of injecting CO_2 into the cement mixture rather than water for purposes of curing the product.

ELECTRIC HEATING APPLIANCE. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

ENVIRONMENTAL PRODUCT DECLARATION. Present quantified environmental information on the life cycle of a product based on the results of a comprehensive Life Cycle Assessment (LCA) to enable comparisons between products fulfilling the same function. **Environmental Product Declarations** must conform to International Organization for Standardization 14025 accreditation and European Standard EN 15804, or International Organization for Standardization 21930 accreditation, and have at least a "cradle to grave" scope (which covers product life cycle from resource extraction to the factory).

FUEL GAS. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

GREENHOUSE GAS (GHG). Any gas that has the property of absorbing infrared radiation (net heat energy) emitted from Earth's surface and reradiating it back to Earth's surface, thus contributing to the greenhouse effect. GHG gasses include carbon dioxide, methane, nitrous oxides, and water vapor.

PLAIN CONCRETE. Concrete that contains no steel reinforcement in the form of rods, bars, or mesh or containing not more than two tenths of one percent of reinforcing.

READY-MIX CONCRETE. Concrete that is batched for delivery from a central plant instead of being mixed on the job site. Each batch of ready-mixed concrete is tailor-made according to the specifics of the contractor and is delivered to the contractor in a plastic condition, usually in the cylindrical trucks often known as cement mixers.

REINFORCED CONCRETE. Concrete in which reinforcing steel in the form of rods, bars, or mesh—is inserted into the concrete to absorb the tensile, shear, and sometimes compressive stresses in a concrete structure.

SECONDARY CEMENTITIOUS MATERIALS (SCM'S). Materials that include, but are not limited to, ground granulated blast furnace slag (ggbs), fly ash, metakaolin pozzolan, pozzolan, silica fume, and Belterra clay.

UPFRONT EMBODIED CARBON (EMBODIED CARBON). The emissions, including greenhouse gasses, released before the built asset is used. The release of emissions occurs in material extraction, transportation, manufacturing, and installing building materials on site. Upfront embodied carbon also includes operational and end-of-life emissions associated with materials.

Section 7.94.085 is hereby added to the Dublin Municipal Code to read as follows:

7.94.085 Section 4.420, Division 4.4, Chapter 4, Low Carbon Concrete-Added.

A new Section 4.420 is added to read:

4.420 Low Carbon Concrete Requirements.

4.420.1 Purpose. The purpose of this section is to provide standards and requirements for the composition of concrete, as defined herein, that maintains adequate strength and durability for the intended application and at the same time reduces greenhouse gas emissions associated with concrete composition.

4.4.20.1.2 Applicability. The requirements of this section shall only be applicable to projects that require a building permit.

4.420.3 Compliance. Compliance with the requirements of this section shall be demonstrated through any of the compliance options in Sections 4.420.3.2 through 4.420.3.5.

Table 4.420.3: Cement and Embodied Carbon Limit Pathways

	Cement limits for use with any compliance method 4.420.3.2 through 4.420.3.5	Embodied Carbon limits for use with any compliance method 4.420.3.2 through 4.420.3.5
Minimum specified compressive strength f'c , psi	Maximum ordinary Portland cement content, lbs/yd^3 (1)	Maximum embodied carbon kg CO_2e/m^3, per Environmental Product Declaration
up to 2500	362	260
2501-3000	410	289
3001-4000	456	313
4001-5000	503	338
5001-6000	531	356
6001-7000	594	394
Greater than 7000	657	433
up to 3000 light weight	512	578
Up to 4000 light weight	571	626
4001-5000 light weight	629	675

Notes (1) Portland cement of any type per ASTM C150.

4.420.3.1 Allowable Increases

(1) Approved Cements. The maximum cement content may be increased proportionately above the tabulated value when using an approved cement, or blended cement, demonstrated by approved Environmental Product Declaration to have a plant-specific Environmental Product Declaration lower than 1040 kg CO_2e/metric ton. The increase in allowable cement content is:

1040 / plant-specific Environmental Product Declaration %.

(2) Cement and Embodied Carbon Limit Allowances. Cement or Embodied Carbon limits shown in Table 4.420.3 can be increased by 30% for concretes demonstrated to the Building Official as requiring high early strength. Such concretes may include but are not limited to, precast or prestressed concrete; beams and slabs above grade; and shotcrete.

4.420.3.2 Cement Limit Method – Mix

Cement content of a concrete mix using this method shall not exceed the value shown in Table 4.420.3. Use of this method is limited to concrete with specified compressive strength not exceeding 5,000 psi.

4.120.3.3. Cement Limit Method – Project

Total cement content shall be based on total cement usage of all concrete mix designs within the same project. Total cement content for a project shall not exceed the value calculated according to Equation 4.420.3.3.

Equation 4.420.3.3:

$$\Sigma(Cem_n)(v_n) \leq \Sigma(Cem_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

Cem_n = the cement content for mixture n, kg/m^3 or lb/yd^3

Cem_{lim} = the maximum cement content for mixture n per Table 4.420.3, kg/m^3 or lb/yd^3

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

Calculations may use yd^3 or m^3 but must keep the same units throughout.

4.420.3.4 Embodied Carbon Method – Mix

Mix embodied carbon of a concrete mix, based on an approved Environmental Product Declaration, shall not exceed the value given in Table 4.420.3.

4.420.3.5 Embodied Carbon Method – Project

Total embodied carbon of all concrete mix designs within the same project (EC proj) shall not exceed the project limit (EC allowed) determined using Table 4.420.3 and Equation 4.420.3.5.

Equation 4.420.3.5:

$$\Sigma(EC_n)(v_n) \leq \Sigma(EC_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

EC_n = the embodied carbon content for mixture n, per mixture Environmental Product Declaration, $kgCO_2e/m^3$

EC_{lim} = the maximum embodied carbon content for mixture n per Table 4.420.3, $kgCO_2e/m^3$

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

4.420.3.6 Verification and Enforcement

Prior to the approval of the building permit application involving the placement of concrete, the permit applicant shall submit a completed Low-Carbon Concrete Compliance Form to the Building & Safety Division. If the permit applicant has not secured a concrete supplier at the time the permit application is submitted, the applicant may complete the Low-Carbon Concrete Compliance Form to calculate the maximum allowable cement and embodied carbon and shall certify by signature that they will meet maximum allowable limits at the time of construction.

As a condition of such building permits, and prior to approving construction inspections and prior to placement of concrete, the permit applicant shall submit batch certificates and/or Environmental Product Declarations with an updated Low-Carbon Concrete Compliance Form to the Building & Safety Division. The batch certificates and/or Environmental Product Declarations, and the updated Low-Carbon Concrete Compliance Form shall be reviewed for compliance by the Building & Safety Division prior to performing further inspections or pouring concrete.

When deviations from compliance with this section occur, the Building Official or their designee, is authorized to require the permit applicant to provide evidence of equivalent carbon reductions from the portions of remaining construction of the project to demonstrate alternative compliance with the intent of this chapter and payment of associated administrative fees. If the permit applicant is unable to provide evidence of equivalent carbon reductions, the Building & Safety Division reserves the right to penalize the permit applicant for the excess embodied carbon used in the project. Excess embodied carbon shall be determined by the amount of embodied carbon content in the project greater than EC_{lim} per Equation 4.420.3.5, in metric tons. The maximum penalty shall be determined as follows:

$P_m = (EC_x)(\$190) + A$

Where,
P_m = the maximum penalty ($)
EC_x = the total excess embodied carbon content in the project, in metric tons determined from Equation 4.420.3.5.
$190 = penalty per metric ton of excess embodied carbon ($/metric ton)
A = Building and Safety Administrative Fee ($), refer to the City's Master Fee Schedule.

For projects involving placement of concrete by, or on behalf of, the City of Dublin the City Project Manager for the project, or their designee, shall maintain accurate records of the total volume (in cubic yards) of all concrete placed, as well as the total compliant volume (in cubic yards) of all concrete placed.

4.420.3.7 Exemptions

(a) Projects exempt from permits. Projects that do not require a building permit per Chapter 7.28, shall not be subject to the requirements in section 4.420

(b) Projects that do not involve the placement of ready-mix concrete.

(c) Asphaltic concrete is not considered as concrete for the purposes of section 4.420

(d) Due to lack of commercial availability of low-carbon concrete options, shotcrete, gunite, and stucco are exempt from embodied carbon requirements.

(e) Small projects as approved by the Building Official.

(f) Hardship or infeasibility exemption. If an applicant for a project subject to section 4.420 believes that circumstances exist that make it a hardship or infeasible to meet the requirements of section 4.420, the applicant may request an exemption as set forth below. In applying for an exemption, the burden is on the applicant to show hardship or infeasibility. The applicant shall identify in writing the specific requirements of the standards for compliance that the project is unable to achieve and the circumstances that make it a hardship or infeasible for the project to comply with this chapter. Circumstances that constitute hardship or infeasibility may include, but are not limited to the following:

(1) There is a lack of commercially available material necessary to comply with section 4.420;
(2) The cost of achieving compliance is disproportionate to the overall cost of the project;
(3) Compliance with the requirements would impair the historic integrity of buildings listed on a local, state or federal list or register of historic structures as regulated by the California Historic Building Code (Title 24, Part 8).

(g) Granting of an exemption. If the Building Official determines that it is a hardship or infeasible for the applicant to fully meet the requirements of section 4.420 and that granting the requested exemption will not cause the building to fail to comply with the California Green Building Standards Code, the Building Official shall determine the maximum feasible threshold of compliance reasonably achievable for the project. In making this determination, the Building Official shall consider whether alternate, practical means of achieving the objectives of section 4.420 can be satisfied. If an exemption is granted, the applicant shall be required to comply with section 4.420 in all other respects and shall be required to achieve the threshold of compliance determined to be achievable by the Building Official.

(h) Denial of exception. If the Building Official determines that it is reasonably possible for the applicant to fully meet the requirements of section 4.420, the request shall be denied, and the applicant shall be notified of the decision in writing within 60 days after receipt of the request for exemption. The project and compliance documentation shall be modified to comply with the standards for compliance.

Section 7.94.120 is hereby added to the Dublin Municipal Code to read as follows:

7.94.120 Section 5.420, Division 5.4, Chapter 5, Low Carbon Concrete-Added.

A new Section 5.420 is added to read:

5.420 Low Carbon Concrete Requirements.

5.420.1 Purpose. The purpose of this section is to provide standards and requirements for the composition of concrete, as defined herein, that maintains adequate strength and durability for the intended application and at the same time reduces greenhouse gas emissions associated with concrete composition.

5.4.20.1.2 Applicability. The requirements of this section shall only be applicable to projects that require a building permit.

5.420.3 Compliance. Compliance with the requirements of this section shall be demonstrated through any of the compliance options in Sections 5.420.3.2 through 5.420.3.5.

Table 5.420.3: Cement and Embodied Carbon Limit Pathways

	Cement limits for use with any compliance method 5.420.3.2 through 5.420.3.5	Embodied Carbon limits for use with any compliance method 5.420.3.2 through 5.420.3.5
Minimum specified compressive strength f'c , psi	Maximum ordinary Portland cement content, lbs/yd^3 (1)	Maximum embodied carbon kg CO_2e/m^3, per Environmental Product Declaration
up to 2500	362	260
2501-3000	410	289
3001-4000	456	313
4001-5000	503	338
5001-6000	531	356
6001-7000	594	394
Greater than 7000	657	433
up to 3000 light weight	512	578

Up to 4000 light weight	571	626
4001-5000 light weight	629	675

Notes (1) Portland cement of any type per ASTM C150.

5.420.3.1 Allowable Increases

(1) Approved Cements. The maximum cement content may be increased proportionately above the tabulated value when using an approved cement, or blended cement, demonstrated by approved Environmental Product Declaration to have a plant-specific Environmental Product Declaration lower than 1040 kg CO_2e/metric ton. The increase in allowable cement content is:

1040 / plant-specific Environmental Product Declaration %.

(2) Cement and Embodied Carbon Limit Allowances. Cement or Embodied Carbon limits shown in Table 5.420.3 can be increased by 30% for concretes demonstrated to the Building Official as requiring high early strength. Such concretes may include but are not limited to, precast or prestressed concrete; beams and slabs above grade; and shotcrete.

5.420.3.2 Cement Limit Method – Mix

Cement content of a concrete mix using this method shall not exceed the value shown in Table 5.420.3. Use of this method is limited to concrete with specified compressive strength not exceeding 5,000 psi.

5.120.3.3. Cement Limit Method – Project

Total cement content shall be based on total cement usage of all concrete mix designs within the same project. Total cement content for a project shall not exceed the value calculated according to Equation 5.420.3.3.

Equation 5.420.3.3:

$$\Sigma(Cem_n)(v_n) \leq \Sigma(Cem_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

Cem_n = the cement content for mixture n, kg/m^3 or lb/yd^3

Cem_{lim} = the maximum cement content for mixture n per Table 5.420.3, kg/m^3 or lb/yd^3

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

Calculations may use yd^3 or m^3 but must keep the same units throughout.

5.420.3.4 Embodied Carbon Method – Mix

Mix embodied carbon of a concrete mix, based on an approved Environmental Product Declaration, shall not exceed the value given in Table 5.420.3.

5.420.3.5 Embodied Carbon Method – Project

Total embodied carbon of all concrete mix designs within the same project (EC proj) shall not exceed the project limit (EC allowed) determined using Table 5.420.3 and Equation 5.420.3.5.

Equation 5.420.3.5:

$$\Sigma(EC_n)(v_n) \leq \Sigma(EC_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

EC_n = the embodied carbon content for mixture n, per mixture Environmental Product Declaration, $kgCO_2e/m^3$

EC_{lim} = the maximum embodied carbon content for mixture n per Table 4.420.3, $kgCO_2e/m^3$

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

5.420.3.6 Verification and Enforcement

Prior to the approval of the building permit application involving the placement of concrete, the permit applicant shall submit a completed Low-Carbon Concrete Compliance Form to the Building & Safety Division. If the permit applicant has not secured a concrete supplier at the time the permit application is submitted, the applicant may complete the Low-Carbon Concrete Compliance Form to calculate the maximum allowable cement and embodied carbon and shall certify by signature that they will meet maximum allowable limits at the time of construction.

As a condition of such building permits, and prior to approving construction inspections and prior to placement of concrete, the permit applicant shall submit batch certificates and/or Environmental Product Declarations with an updated Low-Carbon Concrete Compliance Form to the Building & Safety Division. The batch certificates and/or Environmental Product Declarations, and the updated Low-Carbon Concrete Compliance Form shall be reviewed for compliance by the Building & Safety Division prior to performing further inspections or pouring concrete.

When deviations from compliance with this section occur, the Building Official or their designee, is authorized to require the permit applicant to provide evidence of equivalent carbon reductions from the portions of remaining construction of the project to demonstrate

alternative compliance with the intent of this chapter and payment of associated administrative fees. If the permit applicant is unable to provide evidence of equivalent carbon reductions, the Building & Safety Division reserves the right to penalize the permit applicant for the excess embodied carbon used in the project. Excess embodied carbon shall be determined by the amount of embodied carbon content in the project greater than EC_{lim} per Equation 4.420.3.5, in metric tons. The maximum penalty shall be determined as follows:

$P_m = (EC_x)(\$190) + A$
Where,
P_m = the maximum penalty ($)
EC_x = the total excess embodied carbon content in the project, in metric tons determined from Equation 4.420.3.5.
$190 = penalty per metric ton of excess embodied carbon ($/metric ton)
A = Building and Safety Administrative Fee ($), refer to the City's Master Fee Schedule.

For projects involving placement of concrete by, or on behalf of, the City of Dublin the City Project Manager for the project, or their designee, shall maintain accurate records of the total volume (in cubic yards) of all concrete placed, as well as the total compliant volume (in cubic yards) of all concrete placed.

5.420.3.7 Exemptions

(a) Projects exempt from permits. Projects that do not require a building permit per Chapter 7.28, shall not be subject to the requirements in section 5.420.
(b) Projects that do not involve the placement of ready-mix concrete.
(c) Asphaltic concrete is not considered as concrete for the purposes of section 5.420
(d) Due to lack of commercial availability of low-carbon concrete options, shotcrete, gunite, and stucco are exempt from embodied carbon requirements.
(e) Small projects as approved by the Building Official.
(f) Hardship or infeasibility exemption. If an applicant for a project subject to section 5.420 believes that circumstances exist that make it a hardship or infeasible to meet the requirements of section 5.420, the applicant may request an exemption as set forth below. In applying for an exemption, the burden is on the applicant to show hardship or infeasibility. The applicant shall identify in writing the specific requirements of the standards for compliance that the project is unable to achieve and the circumstances that make it a hardship or infeasible for the project to comply with this chapter. Circumstances that constitute hardship or infeasibility may include, but are not limited to the following:

(1) There is a lack of commercially available material necessary to comply with section 5.420;
(2) The cost of achieving compliance is disproportionate to the overall cost of the project;
(3) Compliance with the requirements would impair the historic integrity of buildings listed on a local, state, or federal list or register of historic structures as regulated by the California Historic Building Code (Title 24, Part 8).

(g) Granting of an exemption. If the Building Official determines that it is a hardship or infeasible for the applicant to fully meet the requirements of section 5.420 and that granting the requested exemption will not cause the building to fail to comply with the California

Green Building Standards Code, the Building Official shall determine the maximum feasible threshold of compliance reasonably achievable for the project. In making this determination, the Building Official shall consider whether alternate, practical means of achieving the objectives of section 5.420 can be satisfied. If an exemption is granted, the applicant shall be required to comply with section 5.420 in all other respects and shall be required to achieve the threshold of compliance determined to be achievable by the Building Official.

(h) Denial of exception. If the Building Official determines that it is reasonably possible for the applicant to fully meet the requirements of section 5.420, the request shall be denied, and the applicant shall be notified of the decision in writing within 60 days after receipt of the request for exemption. The project and compliance documentation shall be modified to comply with the standards for compliance.

PASSED, APPROVED AND ADOPTED this 3rd day of September 2024, by the following votes.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

FINDINGS FOR AMENDMENT AND ADDITIONS TO THE CALIFORNIA GREEN BUILDING STANDARDS CODE

A. General Findings.

The Dublin City Council makes the following general findings regarding regional and local climatic conditions, which the City Council finds necessitates the local modifications to the California Building Standards Code set forth below:

> The City of Dublin's weather is primarily influenced by its Mediterranean climate that typically boasts dry summers and wet winters, with summer conditions ranging from warm to hot and winter conditions typically being mild to cool. Observed local climatic conditions typically include a low amount of average yearly rainfall, which tends to be concentrated during the months of October through April. The months of May through September are typically dry where daily temperatures remain high. Except for infrequent monsoonal moisture originating from the south, there is little measurable precipitation during these months.
>
> In addition to the influence of the Mediterranean climate, the local climate is further influenced by the presence of the North Pacific High (NPH) which is a semi-permanent area of high pressure in the North Pacific Ocean that is strongest in the summer and shifts to the equator in the winter. The NPH however, has also been known to remain in place during winter months leading to drought conditions. During the 2011–2017 California drought, the NPH persisted longer than usual, due to a mass of warm water in the Pacific Ocean. In addition to influencing weather patterns, the persistence of high pressure in a region can also lead to air stagnation trapping air pollutants including Carbon Dioxide (CO_2) which is a primary source of air pollution and a greenhouse gas that contributes to climate change.

The concrete industry is a significant contributor to global greenhouse gas emissions as concrete production accounts for 4% to 8% of global CO_2 emissions. In concrete production, CO_2 is emitted due to the chemical reaction when limestone is heated in kilns to form cement and from the fuel used to heat the kilns. The CO_2 emissions from the cement production, material extraction, transportation, and installation become part of the embodied carbon of projects that include concrete in construction projects.

The reduction of CO_2 emissions in the production of concrete can be achieved through a variety of methods including replacing a portion of the cement in concrete with secondary cementitious materials (SCMs) during the manufacturing process. Such materials include, but are not limited to, ground granulated blast furnace slag, silica, natural pozzolan, fly ash, and uncalcined limestone. These materials are lower in embodied carbon since these materials do not give off CO_2 as part of the cement manufacturing process. By substituting these SCMs for a portion of the cement in concrete, the CO_2 emissions of the concrete are reduced.

The economics of producing low carbon concrete are also more favorable than producing common Portland cement. This is accomplished through the reduction of fossil fuels used in the heating of limestone (parent material of Portland cement) and the use of SCMs as a former waste product.

The adoption of low carbon concrete standards will assist the State of California, the San Bay Area, and the City of Dublin in the overall reduction of greenhouse gasses.

Global climate change imposes substantial and local impacts and risks on the San Francisco Bay Area, and thus the City of Dublin, including rising temperatures, changing precipitation patterns and amounts, sea level rise, flooding, drought, and wildfire.

A general summary of climate risks facing the San Francisco Bay Area and the City of Dublin are as follows:

- **Increased temperatures and extreme heat events.** The Bay Area is expected to see an increase in average annual temperature of 2.7°F by 2050, and 3.5°F to 11°F by 2100.
- **Reduction in the Quality and Supply of Water in the Sierra Snowpack.** If heat-trapping emissions continue unabated, more precipitation will fall as rain instead of snow, and the snow that does fall will melt earlier, reducing the Sierra Nevada spring snowpack by as much as 70% to 90%. This can lead to challenges in securing adequate water supplies. It can also lead to a potential reduction in hydropower.
- **Changes in Rainfall Intensity.** By mid-century, more precipitation is projected to occur in winter in the form of less frequent but larger events. Most climate models predict drying trends across the State by 2100.
- **Increased Risk of Large Wildfires.** A hotter, drier climate could promote up to 90% more Northern California fires by the end of the century by drying out and increasing the flammability of forest vegetation.
- **Exacerbation of Air Quality Problems.** If temperatures rise to the medium warming range, there could be 75% to 85% more days with weather conducive to ozone formation, relative to today's conditions. This is more than twice the increase expected if rising temperatures remain in the lower warming range. This increase in air quality problems could result in an increase in asthma and other health-related problems. The average air quality index in Dublin has consistently worsened over time and is lower than the State and national averages. The air quality index also worsens during extreme heat and wildfire events, As the air quality index increases, an increasingly large percentage of the Dublin population is likely to experience increasingly adverse health effects.

B. <u>Specific Findings</u>.

The Dublin City Council hereby makes the following specific findings, which, in addition to the general findings regarding the production of concrete and low carbon concrete approves local modifications to the California Building Standards Code as cited below:

<u>California Green Building Standards Code</u>

7.94.050 Section 202, Chapter 2 Definitions – Amended.
7.94.085 Section 4.420, Division 4.4, Chapter 4, Low Carbon Concrete – Added.
7.94.120 Section 5.420, Division 5.4, Chapter 5, Low Carbon Concrete – Added.

FINDING: **The amendment and additions are needed due to local climatic conditions. Incorporating low-carbon concrete into building construction has a significant and positive effect on resource efficiency resulting in the reduction of waste and pollution. Low carbon concrete meets or exceeds the same performance standards as traditional concrete thus ensuring building structural integrity. Low carbon concrete is available locally and can feasibly be incorporated into projects occurring in the City. Producing low carbon concrete results in fewer emissions of CO_2, a greenhouse gas, resulting in the reduction of heat absorption in the atmosphere. The reduction of greenhouse gas emissions from the use of low carbon concrete helps mitigate climate change and its negative effects such as extreme heat events, droughts, intense storms, and flooding, that may occur in the City thus making these amendments reasonably necessary because of local climactic conditions.**

ORDINANCE NO. xx – 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO THE DUBLIN MUNICIPAL CODE CHAPTER 7.94 (GREEN BUILDING CODE) TO AMEND SECTION 7.94.050 (DEFINITIONS) AND TO ADD SECTION 7.94.085 (LOW CARBON CONCRETE) AND SECTION 7.94.120 (LOW CARBON CONCRETE)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS.

A. Health and Safety Code Section 18938 makes provisions published in the California Building Standards Code pursuant to Health and Safety Code Section 17922 applicable to all occupancies throughout the State and effective one hundred and eighty days after publication by the California Building Standards Commission (the "Commission"), or at a later date established by the Commission.

B. California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code.

C. California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological, or topographical conditions.

D. California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological, or topographical conditions.

E. Under Health and Safety Code Section 17958.7, changes pursuant to Health and Safety Code Section 17958.5 may not become effective until the required findings, and the changes, have been filed with the California Building Standards Commission; and

F. Government Code Section 50022.2 permits enactment of City Ordinances that adopt codes or statutes, including codes of the State of California, by reference.

G. A Staff Report was submitted to the Dublin City Council recommending approval of the proposed amendments to Dublin Municipal Code Chapter 7.94 (Green Building Code).

H. The City Council held a public hearing on the proposed amendments to Dublin Municipal Code Chapter 7.94 (Green Building Code) on September 3, 2024, at which time all interested persons had an opportunity to be heard.

I. Proper notice of said hearing was given in all respects as required by law.

J. The City Council did hear and consider all said reports, recommendations and testimony herein above set forth and used its independent judgement to evaluate the amendments.

Section 2. EFFECT OF CODE ON PAST ACTIONS AND OBLIGATIONS.

The adoption of the Dublin Building Code, 2022, does not affect any civil lawsuit instituted or filed or prosecutions for ordinance violations committed on or prior to the effective date of said Code, does not waive any fee or penalty due and unpaid prior to the effective date of said Code, and does not affect the validity of any bond or cash deposit posted, filed or deposited pursuant to the requirements of any ordinance.

Section 3. REFERENCES TO PRIOR CODE.

Unless superseded and expressly repealed, references in City forms, documents and regulations to the chapters and sections of the former Dublin Building Code, 2019, shall be construed to apply to the corresponding provisions contained within the Dublin Building Code, 2022.

Section 4. No penalty clauses are adopted by reference pursuant to this Ordinance. While Chapter 7.94 of the Dublin Municipal Code remain in force, a reasonable supply of the incorporated codes shall be available in the office of the City Clerk for public purchase.

Section 5. SEVERABILITY.

The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

Section 6. POSTING.

This Ordinance shall take effect on January 1, 2025. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Government Code Section 36933.

Section 7. CEQA FINDING.

The City Council hereby finds that the adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations Title 14, sections 15002 and 15378 as this Ordinance is not a "project" within the meaning of the State CEQA Guidelines. Specifically, this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment because it does not authorize the construction of any new large structures or other physical changes resulting in impacts to the environment.

Section 8. AMENDMENT 7.94.050 OF THE DUBLIN MUNICIPAL CODE.

Section 7.94.050 of the Dublin Municipal Code is hereby amended to read as follows:

7.94.050 Section 202, Chapter 2, Definitions – Amended.

The following definitions are hereby added to Section 202 of the State Code to read as follows:

ALL-ELECTRIC BUILDING. A building that contains no combustion equipment or plumbing for combustion equipment within the building or building property lines, and instead uses electric appliances for service.

ASPHALTIC CONCRETE. Commonly called asphalt, bituminous asphalt concrete, and bituminous mixture), consists of any composite material composed of mineral aggregate adhered with a binder and commonly used to surface roads and parking lots.

CALTRANS AUTHORIZED MATERIALS LIST. Cementitious Materials for use in concrete as updated from time to time. This list includes blended cement, Portland cement, fly ash, pozzolan, metakaolin pozzolan, silica fume, and slag materials.

CARBON CURE CONCRETE. A technology that introduces recycled CO_2 into fresh concrete to reduce its carbon footprint without compromising performance. Once injected, the CO_2 undergoes a mineralization process and becomes permanently embedded.

COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

COMBUSTION EQUIPMENT. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

CONCRETE. Any approved combination of mineral aggregates bound together into a hardened conglomerate in accordance with the requirements of this code. Concrete as defined in this Chapter does not include asphaltic concrete.

CO_2. Carbon Dioxide.

CO_2 INJECTION. The process of injecting CO_2 into the cement mixture rather than water for purposes of curing the product.

ELECTRIC HEATING APPLIANCE. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

ENVIRONMENTAL PRODUCT DECLARATION. Present quantified environmental information on the life cycle of a product based on the results of a comprehensive Life Cycle Assessment (LCA) to enable comparisons between products fulfilling the same function. **Environmental Product Declarations** must conform to International Organization for Standardization 14025 accreditation and European Standard EN 15804, or International Organization for Standardization 21930 accreditation, and have at least a “cradle to grave” scope (which covers product life cycle from resource extraction to the factory).

FUEL GAS. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

GREENHOUSE GAS (GHG). Any gas that has the property of absorbing infrared radiation (net heat energy) emitted from Earth's surface and reradiating it back to Earth's surface, thus contributing to the greenhouse effect. GHG gasses include carbon dioxide, methane, nitrous oxides, and water vapor.

PLAIN CONCRETE. Concrete that contains no steel reinforcement in the form of rods, bars, or mesh or containing not more than two tenths of one percent of reinforcing.

READY-MIX CONCRETE. Concrete that is batched for delivery from a central plant instead of being mixed on the job site. Each batch of ready-mixed concrete is tailor-made according to the specifics of the contractor and is delivered to the contractor in a plastic condition, usually in the cylindrical trucks often known as cement mixers.

REINFORCED CONCRETE. Concrete in which reinforcing steel in the form of rods, bars, or mesh—is inserted into the concrete to absorb the tensile, shear, and sometimes compressive stresses in a concrete structure.

SECONDARY CEMENTITIOUS MATERIALS (SCM'S). Materials that include, but are not limited to, ground granulated blast furnace slag (ggbs), fly ash, metakaolin pozzolan, pozzolan, silica fume, and Belterra clay.

UPFRONT EMBODIED CARBON (EMBODIED CARBON). The emissions, including greenhouse gasses, released before the built asset is used. The release of emissions occurs in material extraction, transportation, manufacturing, and installing building materials on site. Upfront embodied carbon also includes operational and end-of-life emissions associated with materials.

Section 9. ADDITION OF 7.94.085 TO THE DUBLIN MUNICIPAL CODE.

Section 7.94.085 is hereby added to the Dublin Municipal Code to read as follows:

7.94.085 Section 4.420, Division 4.4, Chapter 4, Low Carbon Concrete-Added.

A new Section 4.420 is added to read:

4.420 Low Carbon Concrete Requirements.

4.420.1 Purpose. The purpose of this section is to provide standards and requirements for the composition of concrete, as defined herein, that maintains adequate strength and durability for the intended application and at the same time reduces greenhouse gas emissions associated with concrete composition.

4.4.20.1.2 Applicability. The requirements of this section shall only be applicable to projects that require a building permit.

4.420.3 Compliance. Compliance with the requirements of this section shall be demonstrated through any of the compliance options in Sections 4.420.3.2 through 4.420.3.5.

Table 4.420.3: Cement and Embodied Carbon Limit Pathways

	Cement limits for use with any compliance method 4.420.3.2 through 4.420.3.5	Embodied Carbon limits for use with any compliance method 4.420.3.2 through 4.420.3.5
Minimum specified compressive strength f'c , psi	Maximum ordinary Portland cement content, lbs/yd^3 (1)	Maximum embodied carbon kg CO_2e/m^3, per Environmental Product Declaration
up to 2500	362	260
2501-3000	410	289
3001-4000	456	313
4001-5000	503	338
5001-6000	531	356
6001-7000	594	394
Greater than 7000	657	433
up to 3000 light weight	512	578
Up to 4000 light weight	571	626
4001-5000 light weight	629	675

Notes (1) Portland cement of any type per ASTM C150.

4.420.3.1 Allowable Increases

(1) Approved Cements. The maximum cement content may be increased proportionately above the tabulated value when using an approved cement, or blended cement, demonstrated by approved Environmental Product Declaration to have a plant-specific Environmental Product Declaration lower than 1040 kg CO_2e/metric ton. The increase in allowable cement content is:

1040 / plant-specific Environmental Product Declaration %.

(2) Cement and Embodied Carbon Limit Allowances. Cement or Embodied Carbon limits shown in Table 4.420.3 can be increased by 30% for concretes demonstrated to the Building Official as requiring high early strength. Such concretes may include but are not limited to, precast or prestressed concrete; beams and slabs above grade; and shotcrete.

4.420.3.2 Cement Limit Method – Mix

Cement content of a concrete mix using this method shall not exceed the value shown in Table 4.420.3. Use of this method is limited to concrete with specified compressive strength not exceeding 5,000 psi.

4.120.3.3. Cement Limit Method – Project

Total cement content shall be based on total cement usage of all concrete mix designs within the same project. Total cement content for a project shall not exceed the value calculated according to Equation 4.420.3.3.

Equation 4.420.3.3:

$$\Sigma(Cem_n)(v_n) \leq \Sigma(Cem_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

Cem_n = the cement content for mixture n, kg/m^3 or lb/yd^3

Cem_{lim} = the maximum cement content for mixture n per Table 4.420.3, kg/m^3 or lb/yd^3

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

Calculations may use yd^3 or m^3 but must keep the same units throughout.

4.420.3.4 Embodied Carbon Method – Mix

Mix embodied carbon of a concrete mix, based on an approved Environmental Product Declaration, shall not exceed the value given in Table 4.420.3.

4.420.3.5 Embodied Carbon Method – Project

Total embodied carbon of all concrete mix designs within the same project (EC proj) shall not exceed the project limit (EC allowed) determined using Table 4.420.3 and Equation 4.420.3.5.

Equation 4.420.3.5:

$$\Sigma(EC_n)(v_n) \leq \Sigma(EC_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

EC_n = the embodied carbon content for mixture n, per mixture Environmental Product Declaration, $kgCO_2e/m^3$

EC_{lim} = the maximum embodied carbon content for mixture n per Table 4.420.3, $kgCO_2e/m^3$

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

4.420.3.6 Verification and Enforcement

Prior to the approval of the building permit application involving the placement of concrete, the permit applicant shall submit a completed Low-Carbon Concrete Compliance Form to the Building & Safety Division. If the permit applicant has not secured a concrete supplier at the time the permit application is submitted, the applicant may complete the Low-Carbon Concrete Compliance Form to calculate the maximum allowable cement and embodied carbon and shall certify by signature that they will meet maximum allowable limits at the time of construction.

As a condition of such building permits, and prior to approving construction inspections and prior to placement of concrete, the permit applicant shall submit batch certificates and/or Environmental Product Declarations with an updated Low-Carbon Concrete Compliance Form to the Building & Safety Division. The batch certificates and/or Environmental Product Declarations, and the updated Low-Carbon Concrete Compliance Form shall be reviewed for compliance by the Building & Safety Division prior to performing further inspections or pouring concrete.

When deviations from compliance with this section occur, the Building Official or their designee, is authorized to require the permit applicant to provide evidence of equivalent carbon reductions from the portions of remaining construction of the project to demonstrate alternative compliance with the intent of this chapter and payment of associated administrative fees. If the permit applicant is unable to provide evidence of equivalent carbon reductions, the Building & Safety Division reserves the right to penalize the permit applicant for the excess embodied carbon used in the project. Excess embodied carbon shall be determined by the amount of embodied carbon content in the project greater than EC_{lim} per Equation 4.420.3.5, in metric tons. The maximum penalty shall be determined as follows:

$P_m = (EC_x)(\$190) + A$
Where,
P_m = the maximum penalty ($)
EC_x = the total excess embodied carbon content in the project, in metric tons determined from Equation 4.420.3.5.
$190 = penalty per metric ton of excess embodied carbon ($/metric ton)
A = Building and Safety Administrative Fee ($), refer to the City's Master Fee Schedule.

For projects involving placement of concrete by, or on behalf of, the City of Dublin the City Project Manager for the project, or their designee, shall maintain accurate records of the total volume (in cubic yards) of all concrete placed, as well as the total compliant volume (in cubic yards) of all concrete placed.

4.420.3.7 Exemptions

(a) Projects exempt from permits. Projects that do not require a building permit per Chapter 7.28, shall not be subject to the requirements in section 4.420
(b) Projects that do not involve the placement of ready-mix concrete.
(c) Asphaltic concrete is not considered as concrete for the purposes of section 4.420
(d) Due to lack of commercial availability of low-carbon concrete options, shotcrete, gunite, and stucco are exempt from embodied carbon requirements.
(e) Small projects as approved by the Building Official.

(f) Hardship or infeasibility exemption. If an applicant for a project subject to section 4.420 believes that circumstances exist that make it a hardship or infeasible to meet the requirements of section 4.420, the applicant may request an exemption as set forth below. In applying for an exemption, the burden is on the applicant to show hardship or infeasibility. The applicant shall identify in writing the specific requirements of the standards for compliance that the project is unable to achieve and the circumstances that make it a hardship or infeasible for the project to comply with this chapter. Circumstances that constitute hardship or infeasibility may include, but are not limited to the following:

(1) There is a lack of commercially available material necessary to comply with section 4.420;
(2) The cost of achieving compliance is disproportionate to the overall cost of the project;
(3) Compliance with the requirements would impair the historic integrity of buildings listed on a local, state or federal list or register of historic structures as regulated by the California Historic Building Code (Title 24, Part 8).

(g) Granting of an exemption. If the Building Official determines that it is a hardship or infeasible for the applicant to fully meet the requirements of section 4.420 and that granting the requested exemption will not cause the building to fail to comply with the California Green Building Standards Code, the Building Official shall determine the maximum feasible threshold of compliance reasonably achievable for the project. In making this determination, the Building Official shall consider whether alternate, practical means of achieving the objectives of section 4.420 can be satisfied. If an exemption is granted, the applicant shall be required to comply with section 4.420 in all other respects and shall be required to achieve the threshold of compliance determined to be achievable by the Building Official.

(h) Denial of exception. If the Building Official determines that it is reasonably possible for the applicant to fully meet the requirements of section 4.420, the request shall be denied, and the applicant shall be notified of the decision in writing within 60 days after receipt of the request for exemption. The project and compliance documentation shall be modified to comply with the standards for compliance.

Section 10. ADDITION OF 7.94.120 TO THE DUBLIN MUNICIPAL CODE.

Section 7.94.120 is hereby added to the Dublin Municipal Code to read as follows:

7.94.120 Section 5.420, Division 5.4, Chapter 5, Low Carbon Concrete-Added.

A new Section 5.420 is added to read:

5.420 Low Carbon Concrete Requirements.

5.420.1 Purpose. The purpose of this section is to provide standards and requirements for the composition of concrete, as defined herein, that maintains adequate strength and durability for the intended application and at the same time reduces greenhouse gas emissions associated with concrete composition.

5.4.20.1.2 Applicability. The requirements of this section shall only be applicable to projects that require a building permit.

5.420.3 Compliance. Compliance with the requirements of this section shall be demonstrated through any of the compliance options in Sections 5.420.3.2 through 5.420.3.5.

Table 5.420.3: Cement and Embodied Carbon Limit Pathways

	Cement limits for use with any compliance method 5.420.3.2 through 5.420.3.5	Embodied Carbon limits for use with any compliance method 5.420.3.2 through 5.420.3.5
Minimum specified compressive strength f'c , psi	Maximum ordinary Portland cement content, lbs/yd^3 (1)	Maximum embodied carbon kg CO_2e/m^3, per Environmental Product Declaration
up to 2500	362	260
2501-3000	410	289
3001-4000	456	313
4001-5000	503	338
5001-6000	531	356
6001-7000	594	394
Greater than 7000	657	433
up to 3000 light weight	512	578
Up to 4000 light weight	571	626
4001-5000 light weight	629	675

Notes (1) Portland cement of any type per ASTM C150.

5.420.3.1 Allowable Increases

(1) Approved Cements. The maximum cement content may be increased proportionately above the tabulated value when using an approved cement, or blended cement, demonstrated by approved Environmental Product Declaration to have a plant-specific Environmental Product Declaration lower than 1040 kg CO_2e/metric ton. The increase in allowable cement content is:

1040 / plant-specific Environmental Product Declaration %.

(2) Cement and Embodied Carbon Limit Allowances. Cement or Embodied Carbon limits shown in Table 5.420.3 can be increased by 30% for concretes demonstrated to the Building Official as requiring high early strength. Such concretes may include

but are not limited to, precast or prestressed concrete; beams and slabs above grade; and shotcrete.

5.420.3.2 Cement Limit Method – Mix

Cement content of a concrete mix using this method shall not exceed the value shown in Table 5.420.3. Use of this method is limited to concrete with specified compressive strength not exceeding 5,000 psi.

5.120.3.3. Cement Limit Method – Project

Total cement content shall be based on total cement usage of all concrete mix designs within the same project. Total cement content for a project shall not exceed the value calculated according to Equation 5.420.3.3.

Equation 5.420.3.3:

$$\Sigma(Cem_n)(v_n) \leq \Sigma(Cem_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

Cem_n = the cement content for mixture n, kg/m^3 or lb/yd^3

Cem_{lim} = the maximum cement content for mixture n per Table 5.420.3, kg/m^3 or lb/yd^3

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

Calculations may use yd^3 or m^3 but must keep the same units throughout.

5.420.3.4 Embodied Carbon Method – Mix
Mix embodied carbon of a concrete mix, based on an approved Environmental Product Declaration, shall not exceed the value given in Table 5.420.3.

5.420.3.5 Embodied Carbon Method – Project
Total embodied carbon of all concrete mix designs within the same project (EC proj) shall not exceed the project limit (EC allowed) determined using Table 5.420.3 and Equation 5.420.3.5.

Equation 5.420.3.5:

$$\Sigma(EC_n)(v_n) \leq \Sigma(EC_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

EC_n = the embodied carbon content for mixture n, per mixture Environmental Product Declaration, $kgCO_2e/m^3$

EC_{lim} = the maximum embodied carbon content for mixture n per Table 4.420.3, $kgCO_2e/m^3$

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

5.420.3.6 Verification and Enforcement

Prior to the approval of the building permit application involving the placement of concrete, the permit applicant shall submit a completed Low-Carbon Concrete Compliance Form to the Building & Safety Division. If the permit applicant has not secured a concrete supplier at the time the permit application is submitted, the applicant may complete the Low-Carbon Concrete Compliance Form to calculate the maximum allowable cement and embodied carbon and shall certify by signature that they will meet maximum allowable limits at the time of construction.

As a condition of such building permits, and prior to approving construction inspections and prior to placement of concrete, the permit applicant shall submit batch certificates and/or Environmental Product Declarations with an updated Low-Carbon Concrete Compliance Form to the Building & Safety Division. The batch certificates and/or Environmental Product Declarations, and the updated Low-Carbon Concrete Compliance Form shall be reviewed for compliance by the Building & Safety Division prior to performing further inspections or pouring concrete.

When deviations from compliance with this section occur, the Building Official or their designee, is authorized to require the permit applicant to provide evidence of equivalent carbon reductions from the portions of remaining construction of the project to demonstrate alternative compliance with the intent of this chapter and payment of associated administrative fees. If the permit applicant is unable to provide evidence of equivalent carbon reductions, the Building & Safety Division reserves the right to penalize the permit applicant for the excess embodied carbon used in the project. Excess embodied carbon shall be determined by the amount of embodied carbon content in the project greater than EC_{lim} per Equation 4.420.3.5, in metric tons. The maximum penalty shall be determined as follows:

$P_m = (EC_x)(\$190) + A$
Where,
P_m = the maximum penalty ($)
EC_x = the total excess embodied carbon content in the project, in metric tons determined from Equation 4.420.3.5.
$190 = penalty per metric ton of excess embodied carbon ($/metric ton)
A = Building and Safety Administrative Fee ($), refer to the City's Master Fee Schedule.

For projects involving placement of concrete by, or on behalf of, the City of Dublin the City Project Manager for the project, or their designee, shall maintain accurate records of the total volume (in cubic yards) of all concrete placed, as well as the total compliant volume (in cubic yards) of all concrete placed.

5.420.3.7 Exemptions

(a) Projects exempt from permits. Projects that do not require a building permit per Chapter 7.28, shall not be subject to the requirements in section 5.420.

(b) Projects that do not involve the placement of ready-mix concrete.

(c) Asphaltic concrete is not considered as concrete for the purposes of section 5.420

(d) Due to lack of commercial availability of low-carbon concrete options, shotcrete, gunite, and stucco are exempt from embodied carbon requirements.

(e) Small projects as approved by the Building Official.

(f) Hardship or infeasibility exemption. If an applicant for a project subject to section 5.420 believes that circumstances exist that make it a hardship or infeasible to meet the requirements of section 5.420, the applicant may request an exemption as set forth below. In applying for an exemption, the burden is on the applicant to show hardship or infeasibility. The applicant shall identify in writing the specific requirements of the standards for compliance that the project is unable to achieve and the circumstances that make it a hardship or infeasible for the project to comply with this chapter. Circumstances that constitute hardship or infeasibility may include, but are not limited to the following:

(1) There is a lack of commercially available material necessary to comply with section 5.420;
(2) The cost of achieving compliance is disproportionate to the overall cost of the project;
(3) Compliance with the requirements would impair the historic integrity of buildings listed on a local, state, or federal list or register of historic structures as regulated by the California Historic Building Code (Title 24, Part 8).

(g) Granting of an exemption. If the Building Official determines that it is a hardship or infeasible for the applicant to fully meet the requirements of section 5.420 and that granting the requested exemption will not cause the building to fail to comply with the California Green Building Standards Code, the Building Official shall determine the maximum feasible threshold of compliance reasonably achievable for the project. In making this determination, the Building Official shall consider whether alternate, practical means of achieving the objectives of section 5.420 can be satisfied. If an exemption is granted, the applicant shall be required to comply with section 5.420 in all other respects and shall be required to achieve the threshold of compliance determined to be achievable by the Building Official.

(h) Denial of exception. If the Building Official determines that it is reasonably possible for the applicant to fully meet the requirements of section 5.420, the request shall be denied, and the applicant shall be notified of the decision in writing within 60 days after receipt of the request for exemption. The project and compliance documentation shall be modified to comply with the standards for compliance.

{Signatures on the following page}

PASSED AND ADOPTED BY the City Council of the City of Dublin on this ___ day of _____ 2024, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 7.94

GREEN BUILDING

Sections:

7.94.010 Title.
7.94.020 Purpose.
7.94.030 Adoption of the Green Building Code.
7.94.040 Scope.
7.94.050 Section 202, Chapter 2 Definitions – Amended.
7.94.060 Section 4.106.4 Electric vehicle (EV) charging for new construction – Deleted and Replaced.
7.94.070 Sections 4.106.5, 4.106.5.1, and 4.106.5.2 All Electric Buildings – Added.
7.94.080 Section 4.107.1, Division 4.1, Chapter 4, Future access for solar systems-Added.
7.94.085 Section 4.420, Division 4.4, Chapter 4, Low Carbon Concrete-Added.
7.94.090 Sections 5.106.5.3 and 5.106.5.3.1 Electric vehicle (EV) charging. – Deleted and Replaced.
7.94.100 Section 5.106.13, 5.106.13.1 and 5.106.13.2 All electric buildings. – Added.
7.94.110 Section 5.107.1, Division 5.1, Chapter 5, Future access for solar systems-Added.
7.94.120 Section 5.420, Division 5.4, Chapter 5, Low Carbon Concrete-Added.

7.94.010 Title.

The green building standards codes adopted by Section 7.94.030 and the provisions of this Chapter shall constitute the Dublin Green Building Code and may be referred to as such.

7.94.020 Purpose.

A. To improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories:

1. Planning and design
2. Energy efficiency
3. Water efficiency and conservation
4. Material conservation and resource efficiency
5. Environmental quality

B. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

7.94.030 Adoption of the Green Building Code.

A. The 2022 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.94.030.A, the State Code is amended as set forth in Sections 7.94.050 through 7.94.120.

7.94.040 Scope.

A. The provisions of this Code shall apply to the planning, design, operation, construction, use and occupancy of every newly constructed building or structure, unless otherwise indicated in this Code, within the City.

B. It is not the intent that this Code substitute or be identified as meeting the certification requirements of any green building program.

7.94.050 Section 202, Chapter 2, Definitions – Amended.

The following definitions are hereby added to Section 202 of the State Code to read as follows:

ALL-ELECTRIC BUILDING. A building that contains no combustion equipment or plumbing for combustion equipment within the building or building property lines, and instead uses electric appliances for service.

ASPHALTIC CONCRETE. Commonly called asphalt, bituminous asphalt concrete, and bituminous mixture), consists of any composite material composed of mineral aggregate adhered with a binder and commonly used to surface roads and parking lots.

CALTRANS AUTHORIZED MATERIALS LIST. Cementitious Materials for use in concrete as updated from time to time. This list includes blended cement, Portland cement, fly ash, pozzolan, metakaolin pozzolan, silica fume, and slag materials.

CARBON CURE CONCRETE. A technology that introduces recycled CO_2 into fresh concrete to reduce its carbon footprint without compromising performance. Once injected, the CO_2 undergoes a mineralization process and becomes permanently embedded.

COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

COMBUSTION EQUIPMENT. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

CONCRETE. Any approved combination of mineral aggregates bound together into a hardened conglomerate in accordance with the requirements of this code. Concrete as defined in this Chapter does not include asphaltic concrete.

CO_2. Carbon Dioxide.

CO_2 INJECTION. The process of injecting CO_2 into the cement mixture rather than water for purposes of curing the product.

ELECTRIC HEATING APPLIANCE. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

ENVIRONMENTAL PRODUCT DECLARATION. Present quantified environmental information on the life cycle of a product based on the results of a comprehensive Life Cycle Assessment (LCA) to enable comparisons between products fulfilling the same function. **Environmental Product Declarations** must conform to International Organization for Standardization 14025 accreditation and European Standard EN 15804, or International Organization for Standardization 21930 accreditation, and have at least a “cradle to grave” scope (which covers product life cycle from resource extraction to the factory).

FUEL GAS. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

GREENHOUSE GAS (GHG). Any gas that has the property of absorbing infrared radiation (net heat energy) emitted from Earth's surface and reradiating it back to Earth's surface, thus contributing to the greenhouse effect. GHG gasses include carbon dioxide, methane, nitrous oxides, and water vapor.

PLAIN CONCRETE. Concrete that contains no steel reinforcement in the form of rods, bars, or mesh or containing not more than two tenths of one percent of reinforcing.

READY-MIX CONCRETE. Concrete that is batched for delivery from a central plant instead of being mixed on the job site. Each batch of ready-mixed concrete is tailor-made according to the specifics of the contractor and is delivered to the contractor in a plastic condition, usually in the cylindrical trucks often known as cement mixers.

REINFORCED CONCRETE. Concrete in which reinforcing steel in the form of rods, bars, or mesh—is inserted into the concrete to absorb the tensile, shear, and sometimes compressive stresses in a concrete structure.

SECONDARY CEMENTITIOUS MATERIALS (SCM'S). Materials that include, but are not limited to, ground granulated blast furnace slag (ggbs), fly ash, metakaolin pozzolan, pozzolan, silica fume, and Belterra clay.

UPFRONT EMBODIED CARBON (EMBODIED CARBON). The emissions, including greenhouse gasses, released before the built asset is used. The release of emissions occurs in material extraction, transportation, manufacturing, and installing building materials on site. Upfront embodied carbon also includes operational and end-of-life emissions associated with materials.

7.94.060 Section 4.106.4 Electric vehicle (EV) charging for new construction – Deleted and Replaced.

Section 4.106.4 is deleted and replaced with Section A4.106.8 to read:

A4.106.8 Electric vehicle (EV) charging for new construction is adopted as mandatory at the Tier 2 level.

7.94.070 Sections 4.106.5, 4.106.5.1, and 4.106.5.2 All Electric Buildings – Added.

Sections 4.106.5, 4.106.5.1, and 4.106.5.2 are added to read:

4.106.5 All-electric buildings. New construction buildings and qualifying alteration projects shall comply with Section 4.106.5.1 or 4.106.5.2 so that they do not use combustion equipment or are ready to accommodate installation of electric heating appliances.

4.106.5.1. New construction and qualifying alteration projects. All newly constructed buildings shall be all-electric buildings. Qualifying alteration projects shall be limited to additions or alterations that remove 50 percent or more of the existing exterior walls of a dwelling and additions that increase the square footage of the structure by more than 50 percent.

The final determination whether a project meets the definition of a qualifying alteration project shall be made by the Building Official

Exception:

If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the Building Official may grant a modification. The applicant shall comply with the following and Section 4.106.5.2.

Inactive Fuel Gas Infrastructure may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive Fuel Gas Infrastructure shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the Fuel Gas Infrastructure is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The Building Official shall have the authority to approve alternative materials and methods of construction as per the Dublin Municipal Code, Chapter 7.28.

4.106.5.2 Requirements for combustion equipment.
Where combustion equipment is allowed under subsection 4.106.5.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an electrical heating appliance in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no

obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with "For Future Electrical Appliance"; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e. "Reserved for Future Electric Range"), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

7.94.080 Section 4.107.1, Division 4.1, Chapter 4, Future access for solar systems-Added.

A new Section 4.107.1 is added to read:

4.107.1 Future Access for Solar Systems. A minimum one-inch (25.4 mm) electrical conduit shall be provided from the electrical service equipment to the solar zone as defined by the California Energy Code, Title 24, Part 6, Section 110.10. Where a solar zone is not required by the California Energy Code, the conduit location shall be subject to approval of the Building Official.

Exception: Where solar is installed as part of the original construction and prior to first occupancy.

7.94.085 Section 4.420, Division 4.4, Chapter 4, Low Carbon Concrete-Added.

A new Section 4.420 is added to read:

4.420 Low Carbon Concrete Requirements.

4.420.1 Purpose. The purpose of this section is to provide standards and requirements for the composition of concrete, as defined herein, that maintains adequate strength and durability for the intended application and

at the same time reduces greenhouse gas emissions associated with concrete composition.

4.4.20.1.2 Applicability. The requirements of this section shall only be applicable to projects that require a building permit.

4.420.3 Compliance. Compliance with the requirements of this section shall be demonstrated through any of the compliance options in Sections 4.420.3.2 through 4.420.3.5.

Table 4.420.3: Cement and Embodied Carbon Limit Pathways

	Cement limits for use with any compliance method 4.420.3.2 through 4.420.3.5	Embodied Carbon limits for use with any compliance method 4.420.3.2 through 4.420.3.5
Minimum specified compressive strength f'c , psi	Maximum ordinary Portland cement content, lbs/yd^3 (1)	Maximum embodied carbon kg CO_2e/m^3, per Environmental Product Declaration
up to 2500	362	260
2501-3000	410	289
3001-4000	456	313
4001-5000	503	338
5001-6000	531	356
6001-7000	594	394
Greater than 7000	657	433
up to 3000 light weight	512	578
Up to 4000 light weight	571	626
4001-5000 light weight	629	675

Notes (1) Portland cement of any type per ASTM C150.

4.420.3.1 Allowable Increases

(1) Approved Cements. The maximum cement content may be increased proportionately above the tabulated value when using an approved cement, or blended cement, demonstrated by approved

Environmental Product Declaration to have a plant-specific Environmental Product Declaration lower than 1040 kg CO_2e/metric ton. The increase in allowable cement content is:

1040 / plant-specific Environmental Product Declaration %.

(2) Cement and Embodied Carbon Limit Allowances. Cement or Embodied Carbon limits shown in Table 4.420.3 can be increased by 30% for concretes demonstrated to the Building Official as requiring high early strength. Such concretes may include but are not limited to, precast or prestressed concrete; beams and slabs above grade; and shotcrete.

4.420.3.2 Cement Limit Method – Mix

Cement content of a concrete mix using this method shall not exceed the value shown in Table 4.420.3. Use of this method is limited to concrete with specified compressive strength not exceeding 5,000 psi.

4.120.3.3. Cement Limit Method – Project

Total cement content shall be based on total cement usage of all concrete mix designs within the same project. Total cement content for a project shall not exceed the value calculated according to Equation 4.420.3.3.

Equation 4.420.3.3:

$$\Sigma(Cem_n)(v_n) \leq \Sigma(Cem_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

Cem_n = the cement content for mixture n, kg/m^3 or lb/yd^3

Cem_{lim} = the maximum cement content for mixture n per Table 4.420.3, kg/m^3 or lb/yd^3

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

Calculations may use yd^3 or m^3 but must keep the same units throughout.

4.420.3.4 Embodied Carbon Method – Mix

Mix embodied carbon of a concrete mix, based on an approved Environmental Product Declaration, shall not exceed the value given in Table 4.420.3.

4.420.3.5 Embodied Carbon Method – Project

Total embodied carbon of all concrete mix designs within the same project (EC proj) shall not exceed the project limit (EC allowed) determined using Table 4.420.3 and Equation 4.420.3.5.

Equation 4.420.3.5:

$$\Sigma(EC_n)(v_n) \leq \Sigma(EC_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

EC_n = the embodied carbon content for mixture n, per mixture Environmental Product Declaration, $kgCO_2e/m^3$

EC_{lim} = the maximum embodied carbon content for mixture n per Table 4.420.3, $kgCO_2e/m^3$

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

4.420.3.6 Verification and Enforcement

Prior to the approval of the building permit application involving the placement of concrete, the permit applicant shall submit a completed Low-Carbon Concrete Compliance Form to the Building & Safety Division. If the permit applicant has not secured a concrete supplier at the time the permit application is submitted, the applicant may complete the Low-Carbon Concrete Compliance Form to calculate the maximum allowable cement and embodied carbon and shall certify by signature that they will meet maximum allowable limits at the time of construction.

As a condition of such building permits, and prior to approving construction inspections and prior to placement of concrete, the permit applicant shall submit batch certificates and/or Environmental Product Declarations with an updated Low-Carbon Concrete Compliance Form to the Building & Safety Division. The batch certificates and/or Environmental Product Declarations, and the updated Low-Carbon Concrete Compliance Form shall be reviewed for compliance by the Building & Safety Division prior to performing further inspections or pouring concrete.

When deviations from compliance with this section occur, the Building Official or their designee, is authorized to require the permit applicant to provide evidence of equivalent carbon reductions from the portions of remaining construction of the project to demonstrate alternative compliance with the intent of this chapter and payment of associated

administrative fees. If the permit applicant is unable to provide evidence of equivalent carbon reductions, the Building & Safety Division reserves the right to penalize the permit applicant for the excess embodied carbon used in the project. Excess embodied carbon shall be determined by the amount of embodied carbon content in the project greater than EC_{lim} per Equation 4.420.3.5, in metric tons. The maximum penalty shall be determined as follows:

$P_m = (EC_x)(\$190) + A$
Where,
P_m = the maximum penalty ($)
EC_x = the total excess embodied carbon content in the project, in metric tons determined from Equation 4.420.3.5.
$190 = penalty per metric ton of excess embodied carbon ($/metric ton)
A = Building and Safety Administrative Fee ($), refer to the City's Master Fee Schedule.

For projects involving placement of concrete by, or on behalf of, the City of Dublin the City Project Manager for the project, or their designee, shall maintain accurate records of the total volume (in cubic yards) of all concrete placed, as well as the total compliant volume (in cubic yards) of all concrete placed.

4.420.3.7 Exemptions

(a) Projects exempt from permits. Projects that do not require a building permit per Chapter 7.28, shall not be subject to the requirements in section 4.420
(b) Projects that do not involve the placement of ready-mix concrete.
(c) Asphaltic concrete is not considered as concrete for the purposes of section 4.420
(d) Due to lack of commercial availability of low-carbon concrete options, shotcrete, gunite, and stucco are exempt from embodied carbon requirements.
(e) Small projects as approved by the Building Official.
(f) Hardship or infeasibility exemption. If an applicant for a project subject to section 4.420 believes that circumstances exist that make it a hardship or infeasible to meet the requirements of section 4.420, the applicant may request an exemption as set forth below. In applying for an exemption, the burden is on the applicant to show hardship or infeasibility. The applicant shall identify in writing the specific requirements of the standards for compliance that the project is unable to achieve and the circumstances that make it a hardship or infeasible for the project to comply with this chapter. Circumstances that constitute hardship or infeasibility may include, but are not limited to the following:

(1) There is a lack of commercially available material necessary to comply with section 4.420;
(2) The cost of achieving compliance is disproportionate to the overall cost of the project;
(3) Compliance with the requirements would impair the historic integrity of buildings listed on a local, state or federal list or register of historic structures as regulated by the California Historic Building Code (Title 24, Part 8).

(g) Granting of an exemption. If the Building Official determines that it is a hardship or infeasible for the applicant to fully meet the requirements of section 4.420 and that granting the requested exemption will not cause the building to fail to comply with the California Green Building Standards Code, the Building Official shall determine the maximum feasible threshold of compliance reasonably achievable for the project. In making this determination, the Building Official shall consider whether alternate, practical means of achieving the objectives of section 4.420 can be satisfied. If an exemption is granted, the applicant shall be required to comply with section 4.420 in all other respects and shall be required to achieve the threshold of compliance determined to be achievable by the Building Official.

(h) Denial of exception. If the Building Official determines that it is reasonably possible for the applicant to fully meet the requirements of section 4.420, the request shall be denied, and the applicant shall be notified of the decision in writing within 60 days after receipt of the request for exemption. The project and compliance documentation shall be modified to comply with the standards for compliance.

7.94.090 Sections 5.106.5.3 and 5.106.5.3.1 Electric vehicle (EV) charging. – Deleted and Replaced.

Sections 5.106.5.3 and 5.106.5.3.1 are deleted and replaced with Section A5.106.5.3 to read:

Section A5.106.5.3 Electric vehicle (EV) charging for new construction is adopted as mandatory at the Tier 2 level.

7.94.100 Section 5.106.13, 5.106.13.1 and 5.106.13.2 All electric buildings. – Added.

Section 5.106.13, 5.106.13.1 and 5.106.13.5.2 are added to read:

5.106.13 All-electric buildings. New construction buildings and qualifying alteration projects shall comply with Section 5.106.13.1 or 5.106.13.2 so that they do not use combustion equipment or are ready to facilitate future electrification.

5.106.13.1. New construction and qualifying alteration projects. All newly constructed buildings shall be all-electric buildings. Qualifying alteration projects shall be limited to additions or alterations that remove 50 percent or more of the existing exterior walls of a structure and additions that increase the square footage of the structure by more than 50 percent.

Tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of qualifying alteration project shall be made by the Building Official.

Exceptions:

1. Nonresidential buildings containing kitchens located in a place of public accommodation, as defined in the California Building Code Chapter 2, may apply to the Building Official for a modification to install commercial food heat-processing equipment served by fuel gas. The Building Official may grant the modification, provided the following findings are made:
    a) The applicant has a business-related need to cook with combustion equipment; and
    b) The applicant has installed energy efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
    c) The applicant will comply with Section 5.106.13.2.

2. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the Building Official may grant a modification. The applicant shall comply with following and Section 5.106.13.2

Inactive Fuel Gas Infrastructure may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive Fuel Gas Infrastructure shall not be activated, have a meter installed, or otherwise be used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the Fuel Gas Infrastructure is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The Building Official shall have the authority to approve alternative materials and methods of construction as per the Dublin Municipal Code, Chapter 7.28.

5.106.13.2. Requirements for combustion equipment.

Where combustion equipment is allowed under Subsection 5.106.13.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an electrical heating appliance in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with “For Future Electrical Appliance”; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e. “Reserved for Future Electric Range”), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

7.94.110 Section 5.107.1, Division 5.1, Chapter 5, Future access for solar systems-Added.

A new Section 5.107.1 is added to read:

5.107.1 Future Access for Solar Systems. Install conduit from the solar zone as defined by the California Energy Code, Title 24, Part 6, Section 110.10 to a location within the building identified as suitable for future installation of a charge controller (regulator) and inverter.

Exception: Where solar is installed as part of the original construction and prior to first occupancy.

7.94.120 Section 5.420, Division 5.4, Chapter 5, Low Carbon Concrete-Added.

A new Section 5.420 is added to read:

5.420 Low Carbon Concrete Requirements.

5.420.1 Purpose. The purpose of this section is to provide standards and requirements for the composition of concrete, as defined herein, that maintains adequate strength and durability for the intended application and at the same time reduces greenhouse gas emissions associated with concrete composition.

5.4.20.1.2 Applicability. The requirements of this section shall only be applicable to projects that require a building permit.

5.420.3 Compliance. Compliance with the requirements of this section shall be demonstrated through any of the compliance options in Sections 5.420.3.2 through 5.420.3.5.

Table 5.420.3: Cement and Embodied Carbon Limit Pathways

	Cement limits for use with any compliance method 5.420.3.2 through 5.420.3.5	Embodied Carbon limits for use with any compliance method 5.420.3.2 through 5.420.3.5
Minimum specified compressive strength f'c , psi	Maximum ordinary Portland cement content, lbs/yd^3 (1)	Maximum embodied carbon kg CO_2e/m^3, per Environmental Product Declaration
up to 2500	362	260
2501-3000	410	289
3001-4000	456	313
4001-5000	503	338
5001-6000	531	356
6001-7000	594	394
Greater than 7000	657	433
up to 3000 light weight	512	578

Up to 4000 light weight	571	626
4001-5000 light weight	629	675

Notes (1) Portland cement of any type per ASTM C150.

5.420.3.1 Allowable Increases

(1) Approved Cements. The maximum cement content may be increased proportionately above the tabulated value when using an approved cement, or blended cement, demonstrated by approved Environmental Product Declaration to have a plant-specific Environmental Product Declaration lower than 1040 kg CO_2e/metric ton. The increase in allowable cement content is:

1040 / plant-specific Environmental Product Declaration %.

(2) Cement and Embodied Carbon Limit Allowances. Cement or Embodied Carbon limits shown in Table 5.420.3 can be increased by 30% for concretes demonstrated to the Building Official as requiring high early strength. Such concretes may include but are not limited to, precast or prestressed concrete; beams and slabs above grade; and shotcrete.

5.420.3.2 Cement Limit Method – Mix

Cement content of a concrete mix using this method shall not exceed the value shown in Table 5.420.3. Use of this method is limited to concrete with specified compressive strength not exceeding 5,000 psi.

5.120.3.3. Cement Limit Method – Project

Total cement content shall be based on total cement usage of all concrete mix designs within the same project. Total cement content for a project shall not exceed the value calculated according to Equation 5.420.3.3.

Equation 5.420.3.3:

$$\Sigma(Cem_n)(v_n) \leq \Sigma(Cem_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

Cem_n = the cement content for mixture n, kg/m^3 or lb/yd^3

Cem_{lim} = the maximum cement content for mixture n per Table 5.420.3, kg/m^3 or lb/yd^3

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

Calculations may use yd^3 or m^3 but must keep the same units throughout.

5.420.3.4 Embodied Carbon Method – Mix

Mix embodied carbon of a concrete mix, based on an approved Environmental Product Declaration, shall not exceed the value given in Table 5.420.3.

5.420.3.5 Embodied Carbon Method – Project

Total embodied carbon of all concrete mix designs within the same project (EC proj) shall not exceed the project limit (EC allowed) determined using Table 5.420.3 and Equation 5.420.3.5.

Equation 5.420.3.5:

$$\Sigma(EC_n)(v_n) \leq \Sigma(EC_{lim})(v_n)$$

Where,

n = the total number of concrete mixtures for the project

EC_n = the embodied carbon content for mixture n, per mixture Environmental Product Declaration, $kgCO_2e/m^3$

EC_{lim} = the maximum embodied carbon content for mixture n per Table 4.420.3, $kgCO_2e/m^3$

v_n = the volume of mixture n concrete to be placed, yd^3 or m^3

5.420.3.6 Verification and Enforcement

Prior to the approval of the building permit application involving the placement of concrete, the permit applicant shall submit a completed Low-Carbon Concrete Compliance Form to the Building & Safety Division. If the permit applicant has not secured a concrete supplier at the time the permit application is submitted, the applicant may complete the Low-Carbon Concrete Compliance Form to calculate the maximum allowable cement and embodied carbon and shall certify by signature that they will meet maximum allowable limits at the time of construction.

As a condition of such building permits, and prior to approving construction inspections and prior to placement of concrete, the permit applicant shall submit batch certificates and/or Environmental Product Declarations with an updated Low-Carbon Concrete Compliance Form to the Building & Safety Division. The batch certificates and/or Environmental Product Declarations, and the updated Low-Carbon Concrete Compliance Form shall be reviewed for compliance by the Building & Safety Division prior to performing further inspections or pouring concrete.

When deviations from compliance with this section occur, the Building Official or their designee, is authorized to require the permit applicant to provide evidence of equivalent carbon reductions from the portions of remaining construction of the project to demonstrate alternative compliance with the intent of this chapter and payment of associated administrative fees. If the permit applicant is unable to provide evidence of equivalent carbon reductions, the Building & Safety Division reserves the right to penalize the permit applicant for the excess embodied carbon used in the project. Excess embodied carbon shall be determined by the amount of embodied carbon content in the project greater than EC_{lim} per Equation 4.420.3.5, in metric tons. The maximum penalty shall be determined as follows:

$P_m = (EC_x)(\$190) + A$
Where,
P_m = the maximum penalty ($)
EC_x = the total excess embodied carbon content in the project, in metric tons determined from Equation 4.420.3.5.
$190 = penalty per metric ton of excess embodied carbon ($/metric ton)
A = Building and Safety Administrative Fee ($), refer to the City's Master Fee Schedule.

For projects involving placement of concrete by, or on behalf of, the City of Dublin the City Project Manager for the project, or their designee, shall maintain accurate records of the total volume (in cubic yards) of all concrete placed, as well as the total compliant volume (in cubic yards) of all concrete placed.

5.420.3.7 Exemptions

(a) Projects exempt from permits. Projects that do not require a building permit per Chapter 7.28, shall not be subject to the requirements in section 5.420.
(b) Projects that do not involve the placement of ready-mix concrete.
(c) Asphaltic concrete is not considered as concrete for the purposes of section 5.420

(d) Due to lack of commercial availability of low-carbon concrete options, shotcrete, gunite, and stucco are exempt from embodied carbon requirements.

(e) Small projects as approved by the Building Official.

(f) Hardship or infeasibility exemption. If an applicant for a project subject to section 5.420 believes that circumstances exist that make it a hardship or infeasible to meet the requirements of section 5.420, the applicant may request an exemption as set forth below. In applying for an exemption, the burden is on the applicant to show hardship or infeasibility. The applicant shall identify in writing the specific requirements of the standards for compliance that the project is unable to achieve and the circumstances that make it a hardship or infeasible for the project to comply with this chapter. Circumstances that constitute hardship or infeasibility may include, but are not limited to the following:

(1) There is a lack of commercially available material necessary to comply with section 5.420;
(2) The cost of achieving compliance is disproportionate to the overall cost of the project;
(3) Compliance with the requirements would impair the historic integrity of buildings listed on a local, state, or federal list or register of historic structures as regulated by the California Historic Building Code (Title 24, Part 8).

(g) Granting of an exemption. If the Building Official determines that it is a hardship or infeasible for the applicant to fully meet the requirements of section 5.420 and that granting the requested exemption will not cause the building to fail to comply with the California Green Building Standards Code, the Building Official shall determine the maximum feasible threshold of compliance reasonably achievable for the project. In making this determination, the Building Official shall consider whether alternate, practical means of achieving the objectives of section 5.420 can be satisfied. If an exemption is granted, the applicant shall be required to comply with section 5.420 in all other respects and shall be required to achieve the threshold of compliance determined to be achievable by the Building Official.

(h) Denial of exception. If the Building Official determines that it is reasonably possible for the applicant to fully meet the requirements of section 5.420, the request shall be denied, and the applicant shall be notified of the decision in writing within 60 days after receipt of the request for exemption. The project and compliance documentation shall be modified to comply with the standards for compliance.

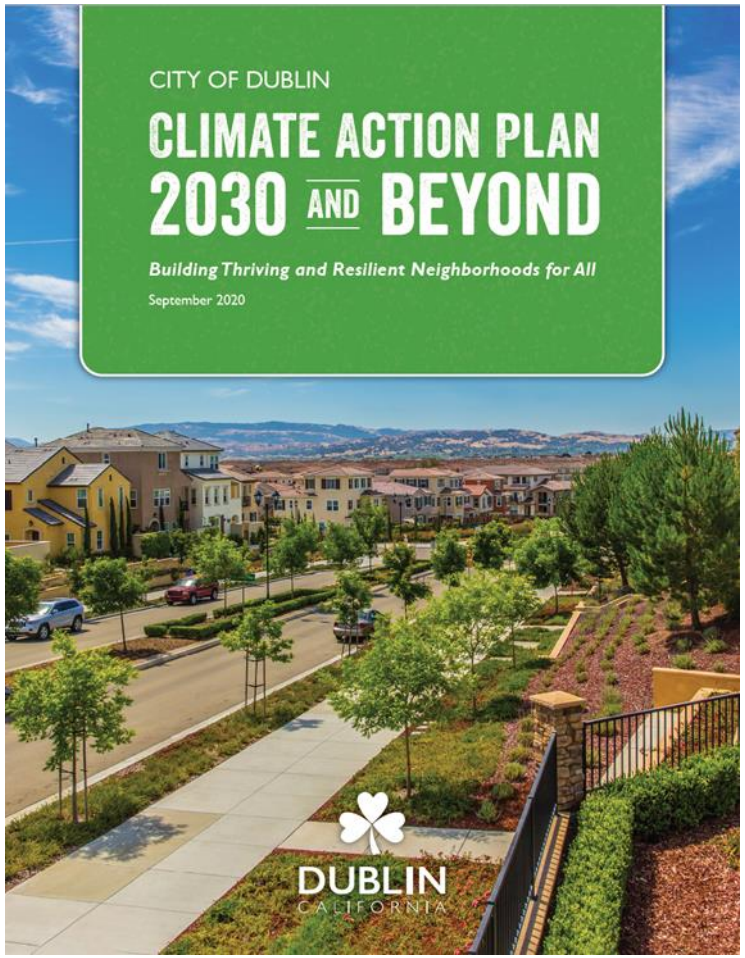
Adding a Low Carbon Concrete Requirement to the City's Green Building Code

September 3, 2024



DUBLIN
CALIFORNIA

Climate Action Plan 2030 and Beyond



Five strategies in Climate Action Plan 2030 and Beyond (CAP 2030)

1. Renewable and carbon free electricity (CF)
2. Building efficiency and electrification (EE)
3. Sustainable Mobility and Land Use (SM)
4. **Materials and Waste Management (MM)**
5. Municipal Leadership (ML)

Portland Cement Carbon Emissions and LCC



- Concrete industry accounts for 8% of global carbon emissions
- Greenhouse gas emissions can be reduced by minimizing the amount of cement in concrete by using supplementary cementitious materials (SCMs).
- SCMs such as fly ash, slag, and glass pozzolans have been used for years, are locally available and can reduce the cost of producing concrete

Low Carbon Concrete Green Building Code

- Based on the code adopted by Marin County in 2019.
- Applies to all projects that require a building permit and that use ready-mix concrete.
- Compliance demonstrated by either:
  - Using cement limit equation
  - Using the embodied carbon pathway

Impact on Building Permits

2023 Calendar Year (2,903 building permits):

- 11.6% subject to ordinance
- 17.2% require further review
- 71.2% exempt from requirements

Impact on Residential Projects

- No Effect:
  - Work exempt from a Building permit
  - Water heater and HVAC replacement permits
  - Electrical permits
- Possible Minor Effect:
  - Repair work
  - New swimming pool permits without a concrete deck
  - Retaining walls
- Moderate Effect:
  - New swimming pool with a concrete deck
  - Small additions
  - Accessory structures
  - New landscaping permits with concrete pathways
- Full Effect:
  - New buildings
  - Accessory dwelling units
  - Additions

Fiscal Impact

- Cost to the City associated with implementing the ordinance is estimated to be approximately $85,000 to $140,000 per year.
- Funding has been included in the Master Fee Schedule.
- Adjustments to Master Fees for cost recovery as we learn more of the impact.

Next Steps

- If adopted by the City Council, the New Requirements in the Ordinance would become effective January 1, 2025.
- Education and outreach would be conducted between ordinance adoption and implementation.

Staff Recommendation

Staff recommends that the City Council take the following actions:

1) Adopt the Resolution Approving Findings Regarding the Need for Local Amendments to Provisions in the California Building Standards Code As Adopted by the City (Resolution); and,

2) Introduce the Ordinance Approving Amendments to the Dublin Municipal Code Chapter 7.94 (Green Building Code) to Amend Section 7.94.050 (Definitions) and to Add Section 7.94.085 (Low Carbon Concrete) and Section 7.94.120 (Low Carbon Concrete) (Ordinance).

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: September 3, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Two-Year Strategic Plan Update and Final Report for Fiscal Years 2022-23 and 2023-24
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will receive an update and final report on the City's Two-Year Strategic Plan for Fiscal Years 2022-23 and 2023-24.

STAFF RECOMMENDATION:

Receive the report and presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council adopted the City's Two-Year Strategic Plan on April 4, 2022. This Plan sets the overall direction for the City, guiding resources and setting specific objectives to drive City action. The Plan coincides with Fiscal Years 2022-23 and 2023-24.

On September 19, 2023, the City Council received an update on the first year of the Strategic Plan, covering the period of July 1, 2022 through June 30, 2023. Key highlights for the first year can be found in Attachment 2.

This report covers the second year of the Strategic Plan (July 1, 2023 through June 30, 2024) and serves as the final report to the City Council. A detailed discussion of the updates is provided in Attachment 1, with a summary below.

Strategy 1: Downtown Dublin and Economic Development

- The City Council adopted a resolution amending the General Plan and Downtown Dublin Specific Plan to implement the Downtown Dublin Preferred Vision, consisting of amendments that added Research and Development as a new land use; increased the residential allocation by 465 units; decreased the non-residential allocation by 300,000 square feet; and increased the height and floor area ratio in "The Core" area of the retail district.
- The primary property owner of the Dublin Place Shopping Center submitted a Planning Application for the South Project, which will consist of redevelopment of the current Dublin Place shopping center with a town square, retail, housing, and life science/office buildings.
- Avalon West, which includes 499 units and a new section of St. Patrick Way, was completed, and a large-scale public art piece was completed and installed.
- The City executed a development agreement with GH PacVest to continue the Fallon-East Economic Development Zone development strategy, including the Dublin Fallon 580 project.
- The Small Business Saturday Program was launched to highlight and promote Dublin's small businesses. The City also attracted new tenants including Tequila Bar & Grill, NBR Tutoring, East Bay Buffet, Foodle Market, Westland Metal, Inc., Grocery Outlet, and BodyBar Pilates.
- Progress was made on the Dublin Boulevard Extension Project, which will connect Dublin Boulevard to North Canyons Parkway in Livermore. Drawings reached the 65% level, a funding was developed and approved by the City Council, and two development agreements were executed.

Strategy 2: Housing Affordability

- In January 2024, the City achieved a certified Housing Element from the California Department of Housing and Community Development.
- The City Council adopted amendments to the Inclusionary Zoning Regulations and to the methodology for determining Affordable Housing In-Lieu Fees and adopted updated Non-Residential Development Affordable Housing Impact Fees for Fiscal Year 2024-25.
- Staff continued to work with Landsea Homes and Sunflower Hill on an affordable housing site at the Dublin Centre project, and with Eden Housing on financing the Senior Assisted Living project on Regional Street, which includes a $1 million preconstruction loan from the City.
- Staff made progress on amendments to the City's First Time Homebuyer Loan Program to broaden the use of the program and to ensure compatibility with similar loan programs.

Strategy 3: Infrastructure Maintenance and Reinvestment

- In the previous fiscal year and current fiscal year budgets, the City included $2 million in funds for preventative maintenance of City facilities.
- Staff continued working with the Metropolitan Transportation Commission's consultant to complete a pavement condition assessment to develop recommendations for a multi-year

pavement preservation program and pavement condition index goal. The Five-Year Capital Improvement Program includes $4.5 million annually for pavement management to assist in meeting long-term pavement management needs.

- Staff continued to work with developers and consultants on the Dublin Centre project as outlined by the development agreement, to provide a community facilities district for on-going maintenance needs of public improvements in those areas.
- The City purchased five new, electric fleet vehicles, which help meet Climate Action Plan Measure ML-3: Electrify Municipal Vehicle Fleet and Equipment. The new electric vehicles replace internal combustion engine vehicles within the City fleet.

Strategy 4: Organizational Health

- The City completed an update to the Public Facilities Fee Program, which took effect on January 1, 2024. The City also completed the User Fee Study and implemented the new fees for Fiscal Year 2024-25.
- Staff finalized the Request for Proposals for a Fiber Master Plan. In addition, the City continued work on the upgrade of the Traffic Operations Center at City Hall in preparation for the upcoming fiber optic communication upgrades along Dublin Boulevard from San Ramon Road to City Hall.
- The City completed energy efficiency improvements at many of its parks and facilities. The City also continued to include an annual contribution of $1 million to the existing reserve for early payoff of the energy bonds.

Strategy 5: Safe and Accessible Community

- Staff completed the implementation of the new enterprise resource planning software, Energov, which allows residents and businesses to utilize the web-based portal for non-recreation services, such as permit applications and business license applications and renewals.
- To provide greater website accessibility, Staff implemented a chatbot with artificial intelligence (AI) from Rezolve.ai (branded for the City as “Clover”), for the City’s website. The chatbot went live in January 2024 and is available 24/7, while a live agent is available during the City’s normal business hours. The chatbot allows customers to connect with staff via a live agent or AI in their chosen language.
- Dublin Police Services (DPS) hired a third clinician to complete staffing for the Behavioral Health Unit. Utilizing National Opioid Settlement funding, DPS also purchased 170 additional doses of Narcan to treat individuals who overdose on opioids.
- The City purchased additional situational awareness cameras for key intersections in Dublin, specifically to address concerns from the Boulevard Community regarding individuals being released from Santa Rita Jail.
- The City provided many avenues to enhance community awareness of protected and preserved open space in Dublin through programs like: the Dublin Trails Challenge, which encourages community members of all ages to walk, run, or hike all 26 miles of trails in Dublin; the People of the Parks (POP) Program, which empowers residents to support City beautification efforts by cleaning parks, sidewalks, and trials; and the annual “Nature in

Our Backyard" photography contest, which celebrates natural beauty found in Dublin.

The new Two-Year Strategic Plan covering the period of Fiscal Years 2024-25 and 2025-26 was adopted by the City Council on April 2, 2024 (Resolution No. 24-24).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Two-Year Strategic Plan Update and Final Report
2) September 19, 2023 City Council Staff Report (without attachments)

CITY OF DUBLIN
TWO-YEAR STRATEGIC PLAN UPDATE
July 1, 2022 – June 30, 2024

Strategy 1: Downtown Dublin and Economic Development

Objective A: Continue support of the Downtown Preferred Vision and Downtown Dublin Specific Plan including improving visual and environmental quality and evaluating specific business uses.

Significant progress has been made with the property owners of the Dublin Place shopping center to implement the Downtown Preferred Vision (DPV). The property owner continues to work with Community Development, Public Works, and Economic Development staff on the refinements to their master plan. On November 6, 2023, the City Council received a presentation from City Staff and the City's consultant Urban Field Studio, and the City's Public-Private Partner, American Realty Advisors (ARA), ARA's Development Manager Hines, and ARA's Master Planning Architect Gensler on the proposed implementation of the DPV.

The Planning Commission recommended General Plan and Downtown Dublin Specific Plan Amendments, and on December 19, 2023, the City Council adopted Resolution No. 134-23 amending the General Plan and the Downtown Dublin Specific Plan to further implement the DPV. The amendments consisted of the following:

- 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 height and floor area ratio in "The Core" area of the Retail District.

The North Project was submitted in Q2 of 2023 and Staff completed the review of the application for a Site Development Review Permit for the Dublin Place North project. The Planning Commission is scheduled to hold a public hearing to consider the project on July 23, 2024. The South Project preapplication was submitted on March 18, 2024, and Staff is in the process of reviewing the submittal and preparing comments, as well as reviewing the Local Transportation Analysis for the project. Staff is also working on the deal terms as part of the Development Agreement, which will come before the City Council in FY 2024-25.

The Planning Commission approved the BASIS Independent School application to renovate the façade of the existing Corrie Center office building and construct a gymnasium where they will operate a private school for middle and high school students.

The St. Patrick Way extension, between Golden Gate Drive and Regional Street, is complete and open to the public for pedestrian, bicycle, and vehicular use. Staff and Avalon Bay completed a large-scale public art piece that parallels the north side of the St. Patrick Way extension between Golden Gate Drive and Regional Street. The nearly 400-foot-long art piece creates a sense of place in a future civic gathering space downtown and provide a visual barrier along the back of a large retail center.

The Planning Commission approved the Citywide Outdoor Seating Design Guidelines to help facilitate the design of permanent outdoor seating within parking lots for eating and drinking establishments, which was approved by the City Council on September 19, 2023.

Staff began developing the scope of work and design feasibility for the Golden Gate Drive Intersection Improvements at Dublin Boulevard and St. Patrick Way (CIP ST0423) and working with LAVTA to determine potential improvements to the traffic circle at the southern terminus of Golden Gate Drive next to the BART station. The design for the Golden Gate Drive Intersection Improvements at Dublin Boulevard and St. Patrick Way (CIP ST0423) is being coordinated with the Dublin Commons South project.

The design for the Regional Street mid-block crossing, between Dublin Boulevard and Amador Valley Boulevard is at 90%. Design completion, and solicitation of bids for construction is anticipated in the first quarter of Fiscal Year 2024-2025.

Objective B: Pursue mixed-use projects to create economic vitality.

The work being done as part of Objective A will include a mixed-use development project bordering the Town Square. Staff also continued discussions with developers who are interested in other areas of the DDSP area for mixed-use opportunities.

Staff is working closely with ARA and their development team on the Master Site Plan that builds upon the City's DPV, and on their Planning Application for the North Project which will help relocate existing tenants on the site so redevelopment of the south project can occur.

Objective C: Grant conditional tax and/or development fee relief for new developments in the Downtown.

Staff began developing the framework for a program that would provide the opportunity for sharing property tax revenues as well as impact fee waivers and/or reductions to support the new DPV project. The Property Tax Sharing program will be presented to the Economic Development Committee at a future meeting.

Objective D: Support local businesses and new business attractions (ensure revenue-generating industries).

Staff developed and distributed the Holiday Gift Guide with more than 50 businesses participating, and created new marketing material to showcase Dublin as a business-friendly destination for food and beverage establishments. Additionally, Staff proactively engaged potential businesses and extended support through the Business Concierge Program for those seeking assistance.

For business attraction, Staff continued to reach out to retailers and food and beverage tenants regarding second-generation restaurant spaces available. Several new tenants signed leases and submitted plans for their tenant improvements, including but not limited to Anjappar, Cloves, Pizza My Heart, Angus the Butcher Shop, Five Below, and VinFast. Staff worked with a variety of prospective tenants, with recent signed leases including Silver Oven & Grill, Feng Cha Teahouse, Grocery Outlet, Teazzi Tea Shop, MaO Izakaya & Sushi, Building Kidz of Dublin, Tailored Shared Services LLC, Santa Maria Café, Cuppa Yo, Safelite Auto Glass, AT&T, Dublin Taqueria, Dave's Hot Chicken, and Serendipity Labs.

Staff launched the Dublin Marketplace Loyalty Rewards Program to help support Dublin small businesses, relaunched the Business

Visitation Program after a hiatus due to the pandemic, launched the Dublin Business Corner (a free library of on-demand training courses designed to empower and educate small business owners), and launched the Small Business Navigator Program to offer technical assistance to small businesses in strategic business areas such as marketing, architecture, graphic design, business planning, and more. The Dublin Marketplace brought on six new businesses to the platform which are as follows: Box World, TeaZenTea, Blueprint Shop, Freshmeatz, Kwality Ice Cream, and Café Tazza. The City continued its efforts with the Business Spotlight program, highlighting Dogtopia and Pho 99, as well as the Business Visitation program with a visit to Rezolve.ai. Additionally, Staff hosted business roundtables for different industry sectors and conducted four business webinars.

The City received and is processing an application for the redevelopment of the Hexcel Corporation site for a new business park to support the life science industry.

The City Council supported changes to the Massage Establishment Ordinance and held the first Small Business Night at the Farmers' Market with more than 20 small businesses participating. The City partnered with Patelco Credit Union HQ, Rezolve.ai, and Startup Tri-Valley to sponsor the inaugural Generative Artificial Intelligence Summit in the Tri-Valley. Moreover, the City celebrated a number of ribbon cuttings for locations including Learn and Play Montessori School, Satvik Eggless Bakery, TeaZenTea, and the Tivoli Plaza retail center.

A Commercial Façade Improvement Grant was approved with Village Parkway Investments which will provide exterior upgrades to the building that houses Prima Vini.

The City distributed the Dublin Business Brief, which offers resources for local businesses alongside the second Holiday Gift Guide, reaching more than 34,000 households and featuring more than 35 local businesses. The Holiday Gift Guide was distributed earlier in November to prep for Black Friday.

The Small Business Navigator Program saw continued facilitation of marketing requests and closure of several open projects. The Dublin Marketplace reached a milestone by reaching more than 900 members who have collectively earned more than $8,200 in rewards, and the business concierge program received more than 15 inquiries. Staff issued a second Small Business Navigator Program RFP to solicit additional professional service providers of technical assistance to small businesses at no cost to the businesses. There were nine new requests for the program and 10 completed projects.

On October 6, 2023, the City sponsored Dublin-based businesses at the Tri-Valley Career Center Job Fair to support small businesses with their staffing needs. Staff also engaged with local business owners by conducting a focus group to gather insights for the Economic Development Strategy and worked on a business-community survey to collect additional input.

Staff from Economic Development and Communications collaborated to highlight five local businesses in a Small Business Saturday

series (Destination Baby & Kids, Dublin Cyclery, Mike's Camera, Barons Jewelers, and The Wellnest Company) and promoted new and upcoming businesses such as Stanford Blood Center, Domino's, AT&T, Gong Cha, Five Below, Hamni Bank, Safelite Auto Glass Repair, SEV Laser, PiKaso, Kailash Parbat, Anjappar Chettinad Cuisine, and Oh's Nail Spa. Staff also highlighted the reopening of Peet's and Ethan Allen.

To continue support and promotion of small businesses, Staff posted two Small Business Spotlight videos on Satvik Eggless Bakery and Solar Bill Review, which were shared on the City's social media channels and with the businesses to use as promotions. In addition, Staff promoted new and upcoming businesses including Parsons Xtreme Golf (PXG), Boba and More, Avant Anti-Aging Spa, Bag O Crab, Falafel Town, Shabu King, Zhangliang Malatang, Axellent, Nail Studio 101, Par 5 Golfing, Prime Fencing Academy, Soul Imagez Tattoo, Vets for Pets, Chip Cookies, Kane Hair Salon, Lux Gym, Nissan Car Wash, and Noland's Bread Shop. Staff attended two grand opening events for Grocery Outlet and Cuppa Yo.

Staff assisted more than 45 businesses as part of our Business Concierge Program which included providing information on site inquiries and selections, building permits, business licenses, starting a business, and the City's business support programs. Staff also participated in the Visit Tri-Valley strategic planning retreat to engage in collaboration on increasing business visits in Dublin as well as the Tri-Valley. In addition, a Business Visitation was conducted with Anchor Construction Management.

A Small Business Assistant Grant was approved for IBEW Local 595 to help with building upgrades required as part of the building renovation.

Analysis of the survey results for Economic Development Strategy update began which included feedback from the business community and residents. The analysis provides insight into the priorities and desires of the business community and community-at-large as it relates to the City's Economic Development Strategy.

Staff attended an International Council of Shopping Centers event to engage with retailers and promote Dublin as a good place for doing business, and distributed the Dublin Business Brief, which provided timely information and resources for local businesses.

Staff collaborated with Startup Tri-Valley to organize two Artificial Intelligence Series events: "AI's New Role in Developing Patents, Attracting Investment, and Conducting Clinical Trials," and "An AI Playbook – Implementation Strategies for Your Company." Staff also met with up-and-coming companies such as Monterey AI and participated with Startup Tri-Valley on a podcast with Monterey AI. Staff attended grand openings of Grocery Outlet and BodyBar Pilates, and conducted a driving tour to keep a close pulse on the scene for local businesses, retail centers, office complexes, and industrial areas.

The City received an Award of Merit in the category of Programs and Promotions for the Small Business Navigator Program from the California Association for Local Economic Development. Staff held an Open Office Hours event at 580 Executive Center, which allowed

businesses to meet with Staff in a different setting outside of City Hall. Staff also held two business roundtable events for minority-owned businesses and general businesses.

Objective E: Continue the Fallon-East development strategy.

The Planning Commission approved an application for a Planned Development Zoning Stage 2 Development Plan and Tentative Map for the Branaugh property. Staff is processing preliminary applications for the GH PacVest and Righetti properties as well as negotiating deal terms for the corresponding Development Agreements.

GH PacVest submitted an application for the Dublin Fallon 580 Project that includes a request for approval of a General Plan and Eastern Dublin Specific Plan Amendment, Planned Development Zoning Stage 1 Development Plan Amendment, Stage 2 Development Plan for the residential uses, Vesting Tentative Map 8663, 8666, and 8667, and a Development Agreement. The proposal 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.

The City Council approved a Park Improvement Agreement with Trumark for the construction of two neighborhood parks as identified in the Eastern Dublin Specific Plan within the Francis Ranch Development, formerly known as East Ranch.

The Dublin Boulevard Extension Drawings reached the 65% design level, a funding plan was developed and approved by the City Council, and a developer agreement with BEX Development (Branaugh) was executed. Design was paused to allow Alameda County Transportation Commission time to amend the contract with the design firm to revise the scope of work, which includes revisions requested by the Alameda County Bicycle and Pedestrian Advisory Committee and landowners adjacent to the extension. The revised design work will include altered bicycle and pedestrian improvements and to accommodate access to the adjacent private properties.

The Dublin Boulevard Extension right-of-way certification phase also made progress. The City's consultant, RES Environmental Operating Company, completed the Phase 1 Environmental Site Assessment reports for four required mitigation properties and is working on securing conservation easements on the mitigation properties. A visit to the four properties was conducted with the California Department of Fish and Wildlife and the United States Fish and Wildlife Service. Escrow closed on three mitigation properties in December 2023. Escrow on the final property is process. Staff is working with the City of Livermore on a memorandum of understanding for the right-of-way certification phase.

In addition, the City Council approved a General Plan Amendment Initiation Request and the Development Agreement Deal Terms with GH PacVest for the Dublin Fallon 580 project. The Planning Commission held a public hearing on June 11, 2024, and recommended approval of the project. The City Council is scheduled to hold a public hearing to consider the project on July 16, 2024.

Strategy 2: Housing Affordability
Objective A: Develop a Certified Housing Element that balances the location of housing options for all income types.
This objective has been completed. The City Council adopted the Housing Element on November 15, 2022 and Staff submitted it to the California Department of Housing and Community Development (HCD) for their 60-day review. HCD provided minor comments and Staff revised the adopted 2023-2031 Housing Element to address comments received. The revised adopted Housing Element was resubmitted to HCD for review on August 21, 2023. HCD provided revised comments on the Housing Element on October 20, 2023. Staff addressed those comments and resubmitted the Housing Element to HCD for review on November 21, 2023. On January 18, 2024, HCD certified the 2023-2031 Housing Element.
Objective B: Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
This objective has been completed. On January 9, the City Council held a public hearing to consider amendments to the Inclusionary Zoning Regulations and Affordable Housing In-Lieu Fee. At the conclusion of that public hearing, the City Council directed Staff to return at a future meeting with additional information and analysis regarding increasing the inclusionary zoning requirement to 15%; increasing the in-lieu fee; differentiating the affordable housing requirements for different ownership product types; the impact of interest rate fluctuations; and a projection of in-lieu fee revenue. On March 19, the City Council received a report with the requested information and directed Staff to revise the proposed amendments to the Inclusionary Zoning Regulations. Staff completed the requested changes and in June, the City Council adopted amendments to the Inclusionary Zoning Regulations, amendments to the methodology for determining Affordable Housing In-Lieu Fees, and updated Non-Residential Development Affordable Housing Impact Fees.
Objective C : Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.
This objective has been completed. Activity related to the commercial linkage fee and affordable housing in-lieu fee was completed in concert with Objective 2.B.
Objective D: Facilitate the production of affordable housing for lower income seniors, workforce, and special needs households.
The City was awarded a $3.3M Local Housing Trust Fund Grant from the California Department of Housing and Community Development for the 300-unit Amador Station affordable housing project adjacent to the West Dublin/Pleasanton BART Station. Additionally, Staff worked with the Amador Station development team on modifications to the project phasing and the terms of a pre-construction loan. The City Council approved the Amador Station First Amended and Restated Community Benefit Program Agreement and Amended and Restated Affordable Housing Assistance Agreement and Transfer of the Agreements to The Related Companies of California. Staff continues to work with Alameda County to assign the Transit Center Site D-1 to Eden Housing for an affordable housing development. Staff worked with Eden Housing on an Affordable Housing Assistance Agreement, which was approved by the City Council on June 20,

2023. Staff continues to work with the developers of the Regional Street Senior Affordable Housing project and the Amador Station project to facilitate funding and development of both projects. The Alameda County Surplus Property Authority continued to work with the City on the future development of an affordable housing project adjacent to the construction of the new parking garage at the East Dublin Transit Center. The future project can accommodate up to 99 units. Staff continued to work with Trumark on the affordable housing at the Francis Ranch development. The City Council authorized an affordability plan for the Francis Ranch project off Croak Road and Central Parkway, which will include 77 units of for-rent affordable housing, of which 22 units will be for Sunflower Hill to help meet the needs of the intellectual and developmentally disabled (IDD) community. Additionally, the project will have 50 low-income accessory dwelling units, along with 18 for-sale moderate-income housing units. The City negotiated the dedication of land for the development of the SCS Property on the east side of Tassajara Road for an affordable housing project, currently anticipated to serve the IDD community. The project, which can accommodate up to 100 units, will be fully integrated with the rest of the project and is consistent with the City Council's Preferred Plan for the property. Staff continued to work with Landsea Homes to subdivide The DC Project to create a legal parcel for the affordable housing site. Staff is having ongoing discussion with Sunflower Hill and Eden Housing regarding the Francis Ranch project. Staff is also working with Eden Housing on financing the senior affordable housing project on Regional Street, including a $1 million preconstruction loan from the City.
Objective E: Review the housing market analysis and establish a strategy to meet the "middle market" demand, if needed, to ensure right mix.
This objective has been completed. Staff completed the analysis of middle-market housing demand and prepared a report outlining the findings and recommendations. The report was provided to the City Council via memorandum in May 2023.
Objective F: Review ownership programs for first-time buyers and explore alternative options.
Staff made progress on amendments to the First Time Homebuyer Loan Program that will broaden the program and ensure compatibility with other loan programs. The City Council will consider this item in summer 2024.

Strategy 3: Infrastructure Maintenance and Reinvestment
Objective A: Use surplus and lump sum funding to increase the City's internal service funds.
The FY 22-23 and FY 23-24 budgets included a $2 million transfer to the Internal Service Fund (ISF) for facilities preventative maintenance. Additionally, the FY 2024-26 two-year budget was approved on June 4 and included a $2 million annual contribution to the ISF equipment fund and $4.5 million annually for pavement management. The two-year budget also included the strategic use of Internal Service Funds previously set aside to address maintenance and replacement issues through the Capital Improvement Program. This includes $17.85 million in Internal Service Funding for nine projects over the course of the next Five-Year Capital Improvement Program.
Objective B: Provide on-going condition assessments of aging city facilities and assets.
The City successfully recruited and hired a Maintenance Coordinator, who joined the Dublin team in January 2023. The position is supporting the Maintenance Division in monitoring work on City assets. The City's maintenance contractor continued conducting quarterly inspections of parks and facilities to evaluate the condition of equipment and infrastructure to help make informed decisions about repair, replacement, and maintenance schedules. The Parks and Community Services Department Park Monitors assist in providing weekly inspections of City parks and outdoor facilities, which helps deliver a faster response to maintenance needs. Infrared thermographic electrical inspections were completed to gather electrical equipment condition information at several City buildings. This effort augments the preventive maintenance program by identifying areas with increased risk of equipment and electrical failure. Condition assessments and inspections of City bridges and large storm drain culverts continued. This effort resulted in recommended maintenance or minor repair of the facilities. Staff began the process of selecting a consultant to provide an assessment of conditions at The Wave, and based on that assessment, will create a maintenance plan for the facility and equipment. Lastly, as a part of the FY 2024-25 Budget and Five-Year CIP, the City Council approved allocation of funds to allow Staff to begin the condition assessments of various City water features and the City's three Fire Stations.
Objective C: Explore finance options for long-term pavement management needs.
The City received approval from the Metropolitan Transportation Commission (MTC) for $48,000 in grant funding though the Pavement Management Technical Assistance Program (P-TAP), Round 24. Public Works Staff has begun working with MTC's consultant to do the pavement condition assessment and prepare for the resulting analysis. Public Works Staff is also working with a pavement engineering consultant to develop recommendations for a multi-year pavement preservation program and a pavement condition index goal. Staff continues to work with the pavement engineering consultant to evaluate the pavement network and condition, to develop various

strategies for resurfacing and rehabilitation, and to update the City's StreetSaver program cost estimates. This effort will result in a recommended pavement condition index goal and multi-year
pavement preservation program.
Staff included additional funding in the proposed Five-Year CIP to gradually increase the amount of General Fund Revenue required to meet long-term pavement management needs.

Staff continues to work with the pavement engineering consultant on the two-year paving plan and will begin the design in the first quarter of FY 2024-25. Additionally, the new Five-Year CIP includes $4.5 million annually for pavement management, including an estimated $8.8 million total contribution from the General Fund.

Objective D: Explore use of funding mechanisms like community facilities districts for capital and on-going maintenance needs.

Staff is collaborating with the developer of the East Ranch project and City financial consultants to develop a Community Facilities District (CFD) for facility infrastructure and a CFD for services (maintenance of public improvements).

The Branaugh property project was approved, including a Development Agreement that requires the developer to cooperate in the formation of a services CFD for maintenance and the facilities CFD for the mitigation of Dublin Boulevard extension.

The Francis Ranch (formerly East Ranch) CFD for facility infrastructure and services (maintenance of public improvements) has started the initial formation process. The City Council approved a CFD for facility infrastructure and services for the Francis Ranch project.

Staff is currently negotiating a Development Agreement for the Righetti property project, which could require the developer to cooperate in the formation of a services CFD for maintenance and the facilities CFD for the mitigation of the Dublin Boulevard extension.

The GH PacVest property project has approved deal terms that could result in the formation of a services CFD for maintenance of public improvements. Staff began negotiating a Development Agreement for the GH PacVest property, which could require the developer to cooperate in the formation of a CFD for maintenance and facilities, including for the mitigation land acquisition for the Dublin Boulevard Extension project.

The DC project is required by the Development Agreement to form a services CFD for maintenance of public improvements. Staff continues to work with them on the formation of the CFD.

Objective E: Continue to implement measures identified in the Climate Action Plan (CAP).

Two Climate Action Plan (CAP) 2030 Reach Codes were adopted as part of the 2022 Building Code: all-electric new construction (Measure EE-1) and electric vehicle charging stations (Measure SM-1) codes.

Consistent with CAP Measure MM-2: Reduce the Embodied Greenhouse Gas Emissions Associated with Building Materials, a low carbon

concrete specification has been implemented and installed in one location with more locations planned.

Staff continued working on CAP Measure SM-2: Develop an Electric Vehicle Infrastructure Plan. Staff also initiated an update on the Municipal Fleet Electrification Plan, consistent with CAP 2030 Measure ML-3: Electrify Municipal Vehicle Fleet and Equipment. Additionally, work on a potential low carbon concrete building code continues, consistent with Measure MM-2: Reduce the Embodied Greenhouse Gas Emissions Associated with Building Materials.

In September, the City Council authorized the City Manager to purchase electric fleet vehicles, which helps meet CAP Measure ML-3: Electrify Municipal Vehicle Fleet and Equipment. Five electric vehicles, three Ford Lightning trucks, and two Chevrolet Bolt EUVs were purchased to replace internal combustion engine vehicles within the City fleet.

Staff is preparing amendments to Dublin Green Building Ordinance for consideration by the City Council, to include requirements to use low carbon concrete.

The City received MTC's Local Public Fleet Electrification Planning Technical Assistance grant. The grant provides local public agencies with consultant assistance for fleet electrification planning, including assessing fleets, fueling and charging needs, costs and transition actions. Work with MTC's consultant team is scheduled to start in fall 2024.

Staff and the City's CivicSpark Fellow worked with a consultant to develop the Dublin Climate Challenge, which is an online platform to allow individuals, households, and businesses learn about and commit to various sustainable actions to lower their climate change footprint. Staff will present the Dublin Climate Challenge to City Council in July.

Staff started development of an existing building electrification plan, as described in CAP 2030 Measure EE-4: Develop an Existing Building Electrification Plan. Components of the plan will include an inventory of existing building types, potential technologies that could facilitate electrification, the pros/cons of such technology, and estimated costs of implementation.

Strategy 4: Organizational Health
Objective A: Use existing reserves to address the unfunded Dougherty Regional Fire Authority (DRFA) pension liability.
The FY22-23 Budget included a lump-sum payment of $3.46 million from the designated reserve to address the Dougherty Regional Fire Authority (DRFA) unfunded pension liability. Staff worked with the City of San Ramon on a Memorandum of Understanding (MOU) for the methodology to split each City's allocated share of DRFA's unfunded liabilities, assets, and annual payment amounts. The MOU was approved by the Dublin City Council in May 2023 and the payment was made in June 2023. Staff continues to monitor DRFA's liabilities, and the City currently has $2.11 million set aside in a reserve should there be a need to address any future pension liabilities.

Objective B: Complete an update to the Public Facility Fee Program.
This objective has been completed. Staff retained the services of Willdan to assist with the update to the program. Willdan compiled all the necessary data to inform the various fee amounts by category, and Staff presented the report to the City Council in September 2023 with the new fees taking effect on January 1, 2024.
Objective C: Make annual contributions to reserves for the early payoff of the energy efficiency bonds.
The City Council approved a shift of $2 million from the FY 21-22 General Fund surplus to the existing reserve for bond payoff. The special designation of General Fund Reserves for FY 22-23 included an additional $1 million to towards early payoff, and on November 7, 2023, the City Council confirmed the payoff reserve balance of $7 million. On June 25, 2024, the City Council approved the additional $1,000,000 to the reserve for the bond payoff, bringing the balance to $8 million. The bonds can be paid off as early as June 1, 2029 at the remaining principal of $12.9 million, saving the City about $3.1 million in interest payments over the course of the remaining 12 years.
Objective D: Conduct a feasibility study into fiber connectivity between City facilities.
IT Staff has monitored AT&T Switched Ethernet (ASE) circuits for the past year. ASE links deliver up to 50 megabits/second (Mbps). This has significantly increased the reliability of Shannon, Senior, Heritage, and Corp Yard facilities. IT Staff is working to finalize a municipal fiber master plan RFP for the future City-owned municipal fiber connectivity to facilities. The release of the RFP for a municipal fiber master plan was delayed to fall 2024 due to the incorporation of an analysis of community fiber into the plan, as well as IT Staff dedicating more time to the Dublin Arts Center project needs. The upgrade of the Traffic Operations Center at City Hall, as part of the Dublin Arts Center Project, is currently underway. This project is in preparation for the second phase of the fiber optic communications upgrades along Dublin Boulevard from San Ramon Road to City Hall. Public Works Staff continues to look for opportunities to close the gap in the network by installing fiber optic infrastructure as part of other Capital Improvement Projects and Development projects.
Objective E: Complete an update to the User Fee Study.
This objective has been completed. The City Council approved an agreement with Matrix Consulting Group in December 2023. The study took three months to complete and calculated the cost of providing services by studying staff time and identifying all costs associated with providing services. The User Fee Study report and updated Master Fee Schedule were approved in June 2024.

Strategy 5: Safe and Accessible Community
Objective A: Evaluate the feasibility and strategies for a community-wide fiber network.
The fiber master plan (refer to Objective 4D update) will include examining the need for expanding high-speed internet to sections of the community.
Objective B: Continue to engage with the community using all appropriate methods to share and exchange information.
Following the completion of a language survey, Communications Staff has been issuing press releases in three alternate languages – Hindi, simplified Chinese, and Spanish. The translated press releases have been sent to news outlets catering to these communities. Staff has implemented a chatbot with Artificial Intelligence (AI) for the City's website. Clover, the AI chatbot, allows Staff to have live chat conversations with customers in hundreds of languages, and customers can receive 24/7 assistance from Clover. In Q3, Clover had 559 interactions with customers, and Staff had 24 interactions via live chat with customers. Staff created "Story Map," an online, interactive tool highlighting the Adopt-A-Bench program. Story Map is now available online for residents to view park bench inventory, adoption status and availability, and locations. This move towards digital accessibility enhances community engagement and ensures a seamless experience for those interested in honoring a family member, friend, or organization. The Parks and Community Services and Public Works Departments have begun the design and community input process for two neighborhood parks in the Francis Ranch development. The community input process will utilize diverse communication strategies to effectively engage residents. This will include an online survey, a virtual meeting, and an in-person interactive concept plan showcase to be held at the annual Splatter event. Staff at The Wave waterpark worked to expand its outreach by leveraging the Spotify app for marketing and information sharing. This innovative approach allowed community members to discover details about the Wave's opening weekend in a fresh and engaging way, enhancing communication, and broadening our connection with the local audience. Staff continued to improve the Pioneer Cemetery GIS and Otocast digital guide. These online programs bring a dynamic and interactive dimension to the visitor experience and how they receive site information. With these additions, residents have more access to information, enhancing community engagement. The Parks and Community Services Department Staff have begun the process of adding communication boards at City facilities, including playgrounds (Fallon, Emerald Glen, Dublin Sports Grounds, and Don Biddle) and the Wave waterpark. These communication boards are signs filled with various symbols, pictures, or photos that can help those with limited spoken language ability receive information and communicate with those around them. Communication boards foster an inclusive environment, supporting everyone regardless of their communicative abilities while they utilize public spaces and amenities. The boards will be installed by the end of calendar year 2024.

Objective C: Provide more opportunities for residents to complete transactions with the City online, with appropriate security measures.

Staff is implementing the new enterprise resource planning software, which will allow residents and businesses to pay for non-recreation services through the web-based portal upon completion. Completion of all modules and implementation will take place in July 2024.

Objective D: Ensure programs remain affordable and accessible to all members of the community, especially lower income families and seniors.

Staff partnered with KTVU Channel 2 to host a free admission day at The Wave on August 12, 2022. The event allowed those with certain financial constraints to visit The Wave at no charge. Roughly 400 participants attended the event, many enjoying the award-winning facility for the first time.

As part of the "3 for 3 in 2023" Summer campaign, a Dublin household won a 2023 Wave waterpark family season pass for up to four family members (a $208 value) after meeting the entry criteria and participating in the drawing. The Summer campaign was highlighted in the 2023 Camps and Aquatics Activity guide, and the entry deadline was March 31, 2023.

A total of $11,988 was awarded through the Youth Fee Assistance Program, benefiting 61 children and affording them the opportunity to participate in activities ranging from swim lessons to various summer camp programs. The Senior Fee Assistance Program awarded punch cards to seniors for a value totaling $1,015. From July 2023 through June 2024, $422 was donated to the Youth Fee Assistance Program and $296 to the Senior Fee Assistance Program. An additional $2,600 raised through the 15th Annual Pee Wee Walk-a-thon was donated to support both Fee Assistance Programs.

The Parks and Community Services Department introduced a 10% Military Discount for all programs, with the discount being implemented with the publishing of the 2024 Spring Activity Guide. The active-duty military discount program has provided $1,416 in discounts to service members during this period.

The City partnered with Futures Explored, an organization that works with individuals who have intellectual and/or developmental disabilities (IDD). Together, the City and the Futures Explored program, Workforce Inclusion Network (WIN) for All, enable the hiring of IDD individuals in a variety of City positions in the Parks and Community Services Department. The program has facilitated the hiring of eight new staff members from the IDD community. The City has entered the second year of partnership with Futures Explored.

The Wave offered several opportunities for families to save money during the summer months, such as:

- Wave Goodbye to Summer (August 4, 2023) allowed families to enjoy one free Youth Admission by purchasing a regular-price youth or adult admission. 75 Coupons were processed for a total discounted amount of $1,232.
- 840 Dublin students and Dublin athletic $2.00 coupons were processed for a total discount of $1,680 for Dublin residents.

- The Wave provided discounted admission to active or retired military individuals. 517 military admission tickets were sold at $10 each, saving families $5 – $9 per admission ticket.

After receiving feedback from the Parks and Community Services Commission, The Wave will reintroduce three buy-one-get-one promotional days in summer 2024 and coupon offers to Dublin students and participants in Dublin sports leagues for the summer 2024 waterpark season.

Staff developed a summer promotional event called Programs Palooza. This provided residents and community members with an interactive way for summer instructors to showcase their classes and programs. To further enhance accessibility, we introduced a special discount of $20.24 per class, making our programs more affordable. Five families took advantage of this opportunity. The Parks and Community Services Department plans to expand on this event for next year, ensuring that everyone can participate in and enjoy our programs.

Staff are exploring the possibility of adding self-service equipment rental lockers into various City parks. The lockers would store recreational equipment such as bocci balls, volleyballs, and badminton sets available for rent at an affordable rate. This initiative aims to provide residents and visitors with easy access to a variety of activities, offering a low-cost opportunity to try new sports without needing to purchase equipment.

Staff will unveil a new exhibit "The Memories Within: Seeing Heritage" at the Heritage Park and Museums. This exhibit will be available for free public viewing from August 2024 through February 2025, giving community access to additional no cost activities.

The Wave is implementing a new affordable and accessible recreation swim program for individuals with special needs and their families to visit The Wave in a calm, sensory-friendly environment. Sensory Splash is offered each month from October through April and takes place in our indoor pool. The music will be turned off, and lifeguards will only use whistles in emergencies. Sensory-friendly toys and a designated quiet space will be provided. The goal is to help those with special needs and their families enjoy recreational swimming in a calm environment.

Objective E: Support existing and innovative public safety efforts, like the DPS Behavioral Health Unit.

Dublin Police Services (DPS) hired a second clinician to complete its Behavioral Health Unit staffing and they are working closely with the deputies and with the community in need. Staff successfully submitted a Community Project Funding Request with Congressman Swalwell to fund the hiring of an additional clinician to focus on providing services for school-aged youth. The Unit continues to be successful, averaging a caseload of approximately 20 clients monthly.

DPS hosted the first Trunk or Treat event for the community in October 2022. The event was well attended by the community. DPS hosted the 2nd Annual Trunk or Treat in October 2023, which was well attended with more than 3,000 members of the community participating. DPS facilitated a 'Stuff the Cruiser' Toy Drive at Target, bringing a trailer full of toys for donation. The toys were given to the Dublin Hively Family Resource center to be given to those less fortunate in our community.

DPS was awarded an $81,000 grant from the California Office of Traffic Safety. The grant funds will be used for both education and enforcement to reduce the number of injury accidents and accidents involving impaired drivers.

Additionally, DPS hosted the 40th Annual National Night Out, visiting 31 neighborhood locations with more than a thousand community members in attendance.

DPS facilitated a Town Hall meeting with the Boulevard Community over growing concerns about individuals being released from Santa Rita Jail. About 150 people were in attendance and in response, temporary situational awareness cameras were deployed, and permanent situational cameras were ordered.

The City purchased additional FLOCK license plate reader cameras, which will assist in both in-progress crimes and on-going investigations. The City also purchased FLOCK Situational Awareness Cameras to be deployed on parks and school areas, and specifically on Arnold Road to address the growing concerns from the Boulevard Community about individuals being released from Santa Rita Jail.

The City purchased 'Star Chase' technology to be deployed on two Dublin Police vehicles. This technology launches a GPS dart at a vehicle attempting to flee from police. The fleeing vehicle can then be monitored via GPS without having to initiate a pursuit and put the safety of the public at risk.

The City purchased 170 additional doses of Narcan, the drug to treat individuals who overdose on opioid narcotics. These additional doses of Narcan allow for each Officer to deploy at least two doses on every one of their shifts.

Objective F: Support community awareness of protected and preserved open space in and around Dublin.

The Dublin Trail Challenge started in Summer 2023 and encouraged community members to walk, run, or hike all 26 miles of trails in Dublin. The event is free and open to all ages, and those that completed the challenge received a free shirt. The Dublin Trail Challenge returned in Summer 2024. This year's event introduces a new element, the Trail Challenge "Passport," which encourages participants to explore the various trails and open spaces throughout the city, including the Alamo Creek Trail, Dublin Hills Regional Open Space Preserve, and Iron Horse Trail to name a few.

The City hosted another *Goosechase* game that encouraged people to visit places all around Dublin using pictures of those sites from years ago and photograph the sites to see how they have changed. The game encouraged residents to visit parks and places of historical interest all around Dublin.

The community bike ride on May 25 started at Civic Center, stopped at Don Biddle Community Park, and ended at the Farmers' Market, where participants received a $5 coupon to use with the vendor of their choosing. There were eight participants in the event.

The People of the Parks (POP) Program was created as an ongoing, incentivized program encouraging community efforts to "Keep

Dublin Clean & Green." The program is designed for residents frequenting parks, sidewalks, and trails and empowers them to support City beautification efforts by carrying a litter stick and bag and keeping those areas free of litter and debris. The program is also designed for people who might not actively use City facilities and amenities but want to start getting involved in taking care of their community, and for businesses interested in promoting clean commercial areas. POP launched in early September 2023 and initial participation in the program was 200 individual volunteers and 19 organizations assisting in keeping Dublin clean and green.

The POP Program completed its first quarter review. In total, there were an estimated 316 pounds of trash collected during 138 logged hours of volunteer time. The program continued to grow in its second quarter, with 232 individuals and 10 organizations registering. Staff is working on the Program's new component, which will acknowledge Dublin businesses that take on the Clean and Green challenge, committing to ensuring their premises are clear of litter and pollutants. Currently, participants used the City-provided litter clean-up kits to support picking up trash at City facilities including parks, trails, and open spaces.

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Agenda Item 7.2

STAFF REPORT
CITY COUNCIL

DATE: **September 19, 2023**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Strategic Plan Update – First Year
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

Receive the report and presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

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

This report presents the Year 1 Strategic Plan update, covering the period of July 1, 2022 through June 30, 2023. Detailed updates for the strategies and objectives are provided in Attachment 1. Key highlights for each strategy are summarized below.

Strategy 1: Downtown Dublin and Economic Development

- The primary property owner of the Dublin Place Shopping Center has submitted a Planning Application for the North Project (former credit union building at the corner of Amador Valley Boulevard and Amador Plaza Road). The North Project will pave the way for the redevelopment of the current Dublin Place shopping center with a town square, retail, housing, and life science buildings.

- Avalon West, which is nearing the end of construction, located along St. Patrick Way will include 499 units and a new section of St. Patrick Way, completing its connection from Golden Gate Drive to Regional Street. To date, the new moniker of St. Pat's Row was created for the events street, and public artwork was selected.
- The Dublin Marketplace Loyalty Rewards Program was launched to help support Dublin small businesses. The City also attracted new tenants including Angus the Butcher Shop, Anjappar, AT&T, Cloves, Dave's Hot Chicken, Dublin Taqueria, Five Below, Pizza My Heart, Serendipity Labs, Silver Oven & Grill, and VinFast.
- The former Hexcel Corporation campus on Dublin Blvd., just west of San Ramon Road, was successfully purchased by Overton Moore Properties. Staff assisted the buyers with their due diligence in purchasing the site. The new owners plan to demolish the existing building and redevelop the site into a new business park to support advanced manufacturing and life science tenants.
- Progress has been made over the last year on the Dublin Boulevard Extension Project, which will connect Dublin Boulevard to North Canyons Parkway in Livermore. Drawings have reached the 65% level, a funding plan has been developed and approved by the City Council, and the first developer agreement with BEX Development (Branaugh) has been executed.

Strategy 2: Housing Affordability

- Eden Housing, a non-profit housing developer, has submitted a building permit to construct an affordable housing project at 6513 Regional Street which will serve 113 low- and very low-income seniors and special needs individuals. Construction is anticipated to commence in December 2023.
- The Alameda County Surplus Property Authority continued to work with the City on the future development of an affordable housing project adjacent to the construction of the new parking garage at the East Dublin Transit Center. The future project can accommodate up to 99 units.
- At the West Dublin BART Station, Related Companies took over an all-affordable project that will include 300 units with ground-floor retail, amenity space, and parking.
- The City Council approved the Francis Ranch affordability plan off Croak Road and Central Parkway in Dublin, which will include 77 units of for-rent affordable housing, of which 22 units will be for Sunflower Hill to help meet the needs of the intellectual and developmentally disabled (IDD) community. Additionally, the project will have 50 low-income accessory dwelling units, along with 18 for-sale moderate-income housing units.
- The City negotiated a land dedication for affordable housing at the DC Project (SCS property). The project is on the east side of Tassajara Road and is anticipated to serve the IDD community. The project, which can accommodate up to 100 units, will be fully integrated with the rest of the DC project and is consistent with the City Council's Preferred Plan for the property.

Strategy 3: Infrastructure Maintenance and Reinvestment

- Staff started its assessment of its maintenance services provided through contract with the expectation that this assessment will be presented to the City Council this current fiscal year.
- Staff continued to work with developers of and consultants for Francis Ranch and BEX Development to provide a Community Facilities District for on-going maintenance needs in those residential areas.
- In the previous fiscal year and current fiscal year budgets, the City included $2 million in funds for preventative maintenance of City facilities.
- The City received approval from Metropolitan Transportation Commission (MTC) for $48,000 in grant funding through the Pavement Management Technical Assistance Program (P-TAP), Round 24. Utilizing this funding, Staff began working with MTC's consultant to do a pavement condition assessment to develop recommendations for a multi-year pavement preservation program and pavement condition index goal.

Strategy 4: Organizational Health

- In Fiscal Year 2022-23, a lump-sum payment of $3.46 million was made to the Dublin Regional Fire Authority for the City's portion of the unfunded pension liability, saving the City more than $2 million over a 20-year period.
- Staff prepared an update to the Public Facilities Fee to keep up with changes in development. This was presented to the City Council in September 2023. Approval of the updated fees will ensure the City is collecting adequate funding from development to support new parks and facilities.

Strategy 5: Safe and Accessible Community

- This past year, the City completed a language survey to understand how best to serve the community, and as a result, is issuing press releases in a variety of languages which best reflect community needs.
- The City partnered with Futures Explored, an organization that works with individuals who have intellectual and/or developmental disabilities (IDD). Together, the City and the Futures Explored program, Workforce Inclusion Network (WIN) for All, enable the hiring of IDD individuals in a variety of City positions in the Parks and Community Services Department. The program has facilitated the hiring of eight new staff members from the IDD community.
- To provide greater website accessibility, Staff purchased chatbot with artificial intelligence (AI) for the City's website. The chatbot will be available 24/7, while a live agent will be available during the City's normal business hours. The chatbot will allow customers to connect with staff via a live agent or AI in their chosen language.

- Dublin Police Services (DPS) hired a second clinician to complete staffing for the Behavioral Health Unit. DPS also successfully submitted a Community Project Funding Request with Congressman Swalwell to fund the hiring of an additional clinician to focus on providing services for school-age youth.
- The City purchased additional situational awareness cameras for key intersections in Dublin, with a focus on parks and school areas.
- The City provided many avenues to enhance community awareness of protected and preserved open space in Dublin through programs like: the Dublin Trails Challenge, which encourages community members of all ages to walk, run, or hike all 26 miles of trails in Dublin; the *Goosechase* app game, which inspires people to visit parks and places of historical interest all around Dublin; and the annual "Nature in Our Backyard" photography contest, which celebrates natural beauty found in Dublin.

In Year 2, which covers July 1, 2023 through June 30, 2024, Staff will continue to work on completing the strategic goals outlined in the 2022-24 Strategic Plan. Below are examples of how the City will continue to meet the objectives:

Strategy 1: Downtown Dublin and Economic Development

- Staff will continue to work with the majority owner of the Dublin Place shopping center to revise their master site plan and enter into a binding agreement for the development of the site. Amendments to the Downtown Dublin Specific Plan (DDSP) to implement the DPV will be brought to the City Council in fall 2023.
- The City will continue to pursue discussions with developers to gauge interest in mixed-use opportunities in other areas of the DDSP.
- The City will work with developers of the GH PacVest and Righetti properties in order to continue the Fallon-East development strategy.
- Staff will proactively engage potential businesses, reach out to retailers and food/beverage tenants regarding second-generation restaurant spaces available, and continue to host business roundtables.

Strategy 2: Housing Affordability

- The City is actively working with the California Department of Housing and Community Development with the intention of achieving a certified Housing Element as soon as possible.
- The City will complete the Inclusionary Zoning Regulations, Affordable Housing In-lieu Fee determination, and Commercial Linkage Fee nexus study, and will implement new fee structure prior the beginning of Fiscal Year 2024-25.
- Staff will continue to work with the developers of the Regional Street Senior Affordable Housing and Amador Station projects to facilitate funding and development.

Strategy 3: Infrastructure Maintenance and Reinvestment

- Monthly inspections of parks and facilities will continue to be conducted in order to evaluate the condition of City infrastructure. Maintenance and replacement schedules will be utilized when developing the Fiscal Year 2024-26 capital and operating budgets.
- Staff will work to identify financing options to support long-term pavement management needs in the City, including working with Townsend Public Affairs to identify grant opportunities in the pavement management field.
- Staff will continue to collaborate with developers and financial consultants to develop Community Facilities Districts for facilities and for maintenance of public improvements in conjunction with projects coming online east of Fallon Road, and in conjunction with the extension of Dublin Boulevard.
- Staff will utilize the low carbon concrete specification for construction to continue implementation of the measures identified in the Climate Action Plan. Staff will also develop an Electric Vehicle Infrastructure Plan.

Strategy 4: Organizational Health

- Staff will finalize a municipal fiber master plan RFP for future City-owned municipal fiber connectivity to facilities, which will be released in fall 2023 and include an evaluation of the feasibility of community-wide broadband.
- A new User Fee Study be competed and will be the basis for an updated fee structure that will be proposed to the City Council in May/June 2024.

Strategy 5: Safe and Accessible Community

- Staff will implement the new chatbot Artificial Intelligence (AI) software for use on the City's website by October 2023.
- Staff will complete the implementation of the new enterprise resource planning software, which will allow residents and businesses to utilize the web-based portal for non-recreation services.
- Dublin Police Services will continue to support public safety efforts such as the existing DPS Behavioral Health Unit, as well as innovative new efforts, such as a first-responder drone program.
- The City will continue to provide programs to enhance community awareness of protected and preserved open space in Dublin through the Parks and Community Services Department. This includes the launch of the People of the Parks Program, which will promote the use and care of such areas.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Year 1 Strategic Plan Update

FY2022-24 Strategic Plan Final Report

September 3, 2024



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Background

- Two-Year Strategic Plan adopted on April 19, 2022
- Period Covered: July 1, 2022 – June 30, 2024
- Adopted Strategies include:
  - Strategy 1: Downtown Dublin and Economic Development
  - Strategy 2: Housing Affordability
  - Strategy 3: Infrastructure Maintenance and Reinvestment
  - Strategy 4: Organizational Health
  - Strategy 5: Safe and Accessible Community

Accomplishments

- Strategy 1: Downtown Dublin and Economic Development
  - Downtown Preferred Vision
  - Avalon West
  - Business Support and Attraction
  - Fallon-East Development
  - Dublin Boulevard Extension

Accomplishments, 2

- Strategy 2: Housing Affordability
  - Certified Housing Element
  - Inclusionary Zoning Regulations/Affordable Housing In-Lieu Fees
  - Affordable Housing Projects
    - Eden Housing
    - Related Companies
    - Francis Ranch
    - The Dublin Centre

Accomplishments, 3

- Strategy 3: Infrastructure Maintenance and Reinvestment
  - Maintenance Services Assessment
  - Community Facilities Districts
  - Preventative Maintenance
  - Climate Action Plan Implementation

Accomplishments, 4

- Strategy 4: Organizational Health
  - DRFA Lump Sum Payment
  - Public Facilities Fee Update
  - User Fee Study

Accomplishments, 5

- Strategy 5: Safe and Accessible Community
  - Language Survey
  - Futures Explored
  - Clover AI
  - Dublin Police Services Programs
  - Situational Awareness Cameras
  - Open Space Community Awareness

Recommendation

- Receive the report and presentation
- Questions

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STAFF REPORT
CITY COUNCIL

DATE: September 3, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Commons Affordable Housing Proposal
Prepared by: Hazel L. Wetherford, Deputy City Manager

EXECUTIVE SUMMARY:

The City Council will review the Dublin Commons Affordable Housing proposal for the future development of the site.

STAFF RECOMMENDATION:

Review and provide direction on the Dublin Commons Affordable Housing proposal.

FINANCIAL IMPACT:

There are no financial impacts associated with reviewing the proposal.

DESCRIPTION:

Background
On August 20, 2024, the City Council received a presentation on the proposed framework for the Dublin Commons Development Agreement for the future development of the site as further detailed in Attachments 1 and 2.

As part of the framework, the affordable housing section proposed American Realty Advisors (ARA) and Hines' (together the Applicant) request for an alternative method of compliance to dedicate Block H, just east of the Dublin Senior Center, to the City and/or designee. This approximately 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 is estimated to accommodate between 80-170 units, and 80 of these units are included in the overall request for the project.

At the August 20, 2024 City Council meeting, by consensus, the City Council directed Staff to look into including affordable housing units within the apartment buildings in the Dublin Commons

project. Staff has since worked with the Applicant on an affordable housing proposal that would achieve the direction provided by the City Council.

Affordable Housing Proposal

There are 1,510 units available on the site. There are 1,270 units available in the Downtown Dublin Specific Plan (DDSP) Residential Development Pool (Development Pool). The additional 240 units are from the two 2023-2031 Housing Element sites.

When the Housing Element was adopted in 2022, the City Council, as required by the Housing Element Law for sites that had been included in previous cycles, amended the DDSP to make these sites available without accessing the Development Pool provided that 20% of the units in such projects are affordable to lower-income households (see Table 6.2 and accompanying text in the DDSP). Two of those housing element sites, identified as Site #4 and Site #20 in the Housing Element, are on the Developer's property. Site #4, 80 DDSP-development-pool-exempt units, is adjacent to the Senior Center. Site #20, 160 DDSP-development-pool-exempt units, is the parcel just south of the Target site as shown in Attachment 3.

The Applicant is requesting 1,392 units for the Dublin Commons project of which 1,270 would be allocated from the DDSP Residential Development Pool. The applicant is proposing an additional 122 units from Housing Element Site #20, which requires it to provide 20% lower-income units on those 122 units. The inclusionary housing obligation for each category of requested units is described in Table 1 below.

Table 1. Dublin Commons Inclusionary Housing Obligations

	Units Requested	Affordable Housing Requirement (%)	Income Level	Affordable Unit Obligation
DDSP Residential Development Pool	1,270	10%	Low-income households	127
Housing Element Site	122	10%	Low- income households	12
Total	1,392			139

Because the Developer is using 122 exempt units, it has a separate obligation, as noted above, to provide 24 "lower-income" units if it uses the 122 exempt units. Because lower-income units are the low-income units under the Inclusionary Zoning Regulations, those units would satisfy the 12-unit Inclusionary Housing Obligation for those 122 units.

It should be noted that the 122 exempt units were identified to a specific parcel where the units are assigned. Through the redevelopment of the project site, the Applicant is instead proposing to reconfigure the parcels and spread these units across three parcels. Spreading the units across three parcels achieves the overall requirement to provide affordable units in accordance with the Housing Element and DDSP even though less than 20% of the units on these parcels will be affordable. This appears to meet the intent of State law, the Housing Element and the DDSP to achieve at least 24 affordable units.

The Applicant's "alternative method" affordable housing proposal is the following:

- Applicant will improve (grade and stub utilities) and enter into an Affordable Housing Agreement with the City for the transfer/dedication of an approximately 1.1-acre site (Parcel H) prior to the issuance of a residential building permit for the Dublin Commons project. Parcel H will be designated for the development of an affordable housing project which would accommodate at a minimum 80 units for lower-income households (Parcel H can accommodate more than 80 units).

- Upon transfer/land dedication, the Applicant will be allowed to build and occupy up to 600 market rate units in the Dublin Commons project.

- If, prior to the 601st occupancy permit in the Dublin Commons project, construction of an affordable housing project **has commenced** on Parcel H for a minimum of 80 lower-income units, then no additional lower-income units will be required for the first 1,270 units in the Dublin Commons project.

- If, prior to the 601st occupancy permit in the Dublin Commons project, construction of an affordable housing project **has not commenced** on Parcel H, then five percent of the units in the Dublin Commons project between 601 and 1,270 will be low-income units (34 units with Inclusionary Zoning Ordinance rounding). However, upon the start of construction of Parcel H, the low-income restriction on these units would be released.

- In addition, 10 of the units in each building of the Dublin Commons project will be moderate income units (for a total of 30 units).

- Any units above 1,270 would be subject to the DDSP requirement that 20% of the units be affordable to lower-income. If, as anticipated, the total number of units constructed is 1,392, it would result in an additional 24 lower-income units in the Dublin Commons project.

- Lastly, the Applicant would be entitled to receive affordable housing credit for each unit above 151. This provision creates an incentive for the Developer to increase the number of affordable units on the Parcel H site.

In total, the Dublin Commons project would provide a total of 134 affordable units as shown in Table 2 below with the exception of the deed restricted units since the restriction can be released with the start of construction of Parcel H.

Table 2. Dublin Commons "Alternative Method" Affordable Housing Proposal

	Affordable Units
Parcel H	80*
Onsite Moderate Income	30
Onsite Lower-Income	24
Total	**134**

**Parcel H could accommodate up to 118 units while still remaining within the 1,510 units available.*

To summarize, Staff is recommending that the City Council provide direction on the affordable housing proposal to be included in the development and community benefit 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, 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) Dublin Commons Site Plan
2) August 20, 2024 City Council Staff Report (without attachments)
3) Housing Element Downtown Site Map

SITE PLAN



- RESTAURANT/ CAFE
- RETAIL
- RESIDENTIAL
- LOBBY
- FITNESS
- OFFICE
- PARKING

DUBLIN
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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

Figure D-1: 2023-2031 RHNA Sites Inventory Map



Dublin Commons Affordable Housing Proposal

September 3, 2024



DUBLIN
CALIFORNIA

Background

- 8-20-2024 - Proposed Framework for Development Agreement
  - City Council direction to include affordable housing units within the Dublin Commons project

Affordable Housing Proposal

- 1,510 units available
  - 1,270 units
    DDSP Residential Development Pool
  - 240 units
    Housing Element Sites: #4 - 80u and #20 – 160u

Affordable Housing Proposal, 2



Site #	Net Potential Units	Units by Income Category
4	80	80 Low
20	160	110 Low 50 Moderate

Affordable Housing Proposal, 3

- 1,392 units have been requested by Applicant
  - 1,270 units from DDSP Residential Development Pool
  - 122 units from Housing Element Site #20
    - Housing Element sites require 20% lower-income units

Affordable Housing Proposal, 4

- Dublin Commons Inclusionary Housing Obligations

	Units Requested	Affordable Housing Requirement (%)	Income Level	Affordable Unit Obligation
DDSP Residential Development Pool	1,270	10%	Low-income households	127
Housing Element Site	122	10%	Low- income households	12
Total	**1,392**			**139**

Affordable Housing Proposal, 5

- Alternative Method Request Includes:
  - Applicant will improve (grade and stub utilities) and transfer/dedicate Parcel H (approx. 1.1-acre site)
  - Upon transfer/dedication, the Applicant will be allowed to occupy up to 600 market rate units
  - If, prior to the 601st occupancy permit,
    - construction **has commenced** on Parcel H, then no additional lower-income units will be required for the first 1,270 units
    - construction **has not commenced** on Parcel H, then five percent of the units between 601 and 1,270 will be low-income units (34 units with rounding). However, upon start of construction, the low-income restriction would be released on those units.

Affordable Housing Proposal, 6

- In addition, 10 of the units in each residential building of the Dublin Commons project will be moderate income units (30 units)
- Any units above 1,270 would be subject to the DDSP 20% requirement (24 units)
- Lastly, the Applicant would be entitled to receive affordable housing credit for each unit above their obligation

Affordable Housing Proposal, 7

- In total, the Applicant would provide 134 affordable units

	Affordable Units
Parcel H	80*
Onsite Moderate Income	30
Onsite Lower-Income	24
Total	**134**

**Parcel H could accommodate up to 118 units while still remaining within the 1,510 units available.*

Recommendation

- Receive and provide direction on the Dublin Commons Affordable Housing proposal

- Questions

DUBLIN
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STAFF REPORT
CITY COUNCIL

DATE: September 3, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendments to the First Time Homebuyer Loan Program Guidelines
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider amendments to the First Time Homebuyer Loan Program Guidelines. The proposed changes are intended to increase the use of the program and to ensure it is compatible with other loan programs. The proposed changes include: 1) lowering the interest rate to 3 percent; 2) lowering the required minimum downpayment to 3 percent; 3) increasing the maximum loan amount to 20 percent of the purchase price for below market rate and market rate units and increasing the not-to-exceed loan amount to $100,000; 4) allowing subordination of the City's lienholder position when other government homebuyer assistance programs are utilized in conjunction with a City loan; and 5) making other minor edits and clarifications to the text of the program.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the First Time Homebuyer Loan Program Guidelines, and approve the budget change.

FINANCIAL IMPACT:

As proposed, the budget for the loan program would be increased from $320,000 to $500,000, to account for the higher proposed loan limit for the First Time Homebuyer Loan Program. There is sufficient money available in the City's Affordable Housing Fund to accommodate the budget change.

DESCRIPTION:

The City Council adopted the First Time Homebuyer Loan Program (FTHLP) in 2006 (Resolution 31-06). The program addressed a 2003 Housing Element policy that the City should provide financial assistance and education for first-time homebuyers. The creation of the FTHLP was also included in the City Council Goals and Objectives in Fiscal Year 2005-06. Since then, the City

Council has periodically approved amendments to the program. This includes changing the interest rate from a variable rate to 3.5 percent in 2007 (Resolution No. 107-07) and setting the maximum loan at 10 percent of the market-rate sales price, and up to 15 percent of the below market rate sales price and a not-to-exceed loan amount of $40,000 in 2011 (Resolution No. 23-11).

The FTHLP provides financial assistance in the form of a deferred loan to income-qualified first-time homebuyers. With a deferred loan, no principal or interest payments are due during the life of the loan which is paid off when the property is sold or refinanced. The FTHLP can be used by income-qualified households to purchase market-rate or below-market-rate (BMR) units. The FTHLP currently requires that applicants meet the following:

- Secure a primary home loan through a lending institution.
- Successfully complete a City-approved First Time Homebuyer class.
- Use a fixed mortgage of 40 years or less.
- Make a minimum downpayment of 3.5 percent of the purchase price.
- Have a household income that does not exceed Moderate Income.
- Have $250,000 or less in assets.
- Have not owned any real property in the last three years.
- Occupy the home as a primary residence.
- Have a minimum FICO credit score of at least 620.
- Meet citizenship requirements.
- Have a debt-to-income ratio (including housing costs and unsecured debt) that cannot exceed 45 percent.

The City of Dublin Strategic Plan for Fiscal Years 2024 – 2026 includes Strategy 3: Housing Inclusivity and Affordability which includes the following two objectives:

- Objective A: Implement the goals, policies and programs in the 2023-2031 Housing Element; and
- Objective C: Support programs that facilitate homeownership such as the First Time Homebuyer Loan Program.

In addition, the 2023-2031 Housing Element includes Program E.7 which indicates the City will review the FTHLP for opportunities to broaden the use of the program and to ensure compatibility with similar loan programs.

Staff reviewed the existing FTHLP, researched loan programs in other communities, and considered how to structure the FTHLP to better align with County and State programs. Based on this review, Staff is proposing modifications to the FTHLP to increase the use of the program and enable more residents to become first-time homebuyers.

Analysis

The City has issued 67 loans totaling $2,382,649, and 28 of those loans totaling $1,035,112 have been repaid since the inception of the FTHLP. Of the total loans, 59 have been for below-market-rate (BMR) properties, and eight have been for market-rate properties. Two FTHLP loans were for very-low-income households, two loans were for low-income households, and 63 loans were for

moderate-income households.

In more recent years, the loan program has been underutilized. For example, there have only been eight new loans in the last five years. There appears to be a variety of reasons the program has not been used as much in recent years, including historically low interest rates, increasing home prices, and compatibility issues with County and State financing programs. It is worth noting that the City has seen an uptick in loan activity in the last fiscal year, which also coincides with increasing interest rates. Table 1 shows the loans that have been issued by fiscal year.

Table 1 - First Time Homebuyer Loan Program by Fiscal Year

Loan Start Date	Number of Loans Issued	Total Amount of Loans Issued
FY2006-07	3	$136,454
FY2007-08	15	$469,456
FY2008-09	8	$292,851
FY2009-10	2	$69,595
FY2010-11	4	$134,200
FY2011-12	11	$365,713
FY2012-13	9	$317,492
FY2013-14	5	$196,888
FY2014-15	0	-
FY2015-16	1	$40,000
FY2016-17	0	-
FY2017-18	1	$40,000
FY2018-19	0	-
FY2019-20	2	$80,000
FY2020-21	0	-
FY2021-22	1	$40,000
FY2022-23	1	$40,000
FY2023-24	4	$160,000
Totals	**67**	**$2,382,649**

Staff reviewed the terms of similar loan programs in surrounding cities. Table 2 below compares the City of Dublin's program terms with those of other surrounding communities.

Table 2 - City Comparison of First Time Homebuyer Loan Programs

City	Interest Rate	Loan Term in years	Max Loan Amt BMR Unit (% of price)	Max Loan Amt Market Rate Unit (% of price)	Max Loan Amt ($)	Min Down payment required (% of price)
Dublin	3.5%	30	15%	10%	$40,000	3.5%
Concord	0.0%	15	20%	20%	$40,000	3.0%
Danville	N/A	N/A	N/A	N/A	N/A	N/A
Fremont	N/A	N/A	N/A	N/A	N/A	N/A
Hayward	N/A	N/A	N/A	N/A	N/A	N/A
Livermore - BEGIN	3.0%	30	20%	20%	$30,000	3.0%
Livermore - CalHome	3.0%	30	20%	20%	$60,000	3.0%
Livermore - Non-CalHome (MAP)	3.0%	20	20%	20%	$60,000	3.0%
Pleasanton	0.0%	30	20%	20%	$100,000	3.0%
Alameda County - AC Boost	0.0%	30	10%	50%	$210,000	0.0%
San Ramon	N/A	N/A	N/A	N/A	N/A	N/A
Walnut Creek - not BEGIN	0.0%	45	17%	17%	$65,000	3.0%
Walnut Creek - BEGIN	1.0%	30	20%	20%	Not specified	3.0%
Napa	1.0%	30	30%	30%	$150,000	1.0%
Average	1.4%	31	20%	20%	$ 83,000	2.8%

Recommended Amendments

Based on the evaluation of the programs of other agencies, Staff recommends the following changes to Dublin's program.

- **Lower the interest rate from 3.5 percent to 3 percent.** This would make Dublin's FTHLP more comparable to programs in other cities in the Tri-Valley and surrounding areas. It would also help first-time homebuyers build more equity over time because they would accrue less interest which must be paid when they pay off their loan.

- **Lower the minimum downpayment from 3.5 percent to 3 percent.** This aligns with other similar programs such as the Alameda County AC Boost program. Similarly, conventional loans require a minimum downpayment of 3 percent, and VA loans require zero downpayment. This change is also comparable to the downpayment required by loan programs offered in peer communities. Additionally, research has shown that higher down payments make it harder for minorities to enter the housing market. Lowering the down payment requirement provides increased and more equitable opportunities for

homeownership.

- **Increase the loan amount as a percentage of purchase price from 15 percent to 20 percent for BMR properties and from 10 percent to 20 percent for market-rate properties and increase the not-to-exceed loan amount from $40,000 to $100,000.** In 2011 the maximum loan amount was set at $40,000, which was approximately 8 percent of the then current median home price in Dublin of $462,000. Currently, the median home price in Dublin is $1.3 million, more than double the former median housing price. Increasing the maximum loan amount to $100,000 would be approximately 8 percent of the cost, keeping up with housing inflation. Similarly, the cities of Pleasanton and Napa both offer a maximum loan amount of $100,000 or more.

- **Allow the City loan position to be subordinated behind the primary mortgage and other public downpayment assistance programs to be in a third or fourth lienholder position.** Lienholder position is the order of seniority in which the law recognizes a lender's claims against a property and determines the sequence of repayment in the event of a foreclosure. Typically, the primary lender is in the first lienholder position. The FTHLP requires the City loan to be in the second lienholder position. However, buyers often seek to layer in financial assistance from more than one loan assistance program, such as Alameda County Boost, the California Housing Finance Authority (CalHFA), or other County, State and Federal government loan programs. These loan programs have rigid subordination requirements that often conflict with the City second lienholder position. Therefore, Staff recommends amending the FTHLP to allow the City loan position to be subordinated behind the primary mortgage and other public downpayment assistance programs to allow the City to be in a third or fourth lienholder position when County, State, or governmental downpayment assistance programs require the second and/or third lienholder position. Allowing the City's subordination will allow buyers to access the FTHLP and County, State and Federal loan programs to layer in more assistance, enabling more buyers to afford a home purchase.

- **Make other non-substantive edits and clarifications to the text.** The FTHLP Guidelines have received minor and non-substantive edits such as grammatical and formatting updates. These changes can be seen in the redline version of the guidelines (Attachment 3). In addition, clarification has been added to align with current practices, such as establishment of administrative fees and program income limits being set by the California Department of Housing and Community Development (HCD), limiting the primary loan to a term of 30 years, and updating the preference point program.

A resolution approving the proposed amendments to the First Time Homebuyer Loan Program Guidelines is included as Attachment 1, with the amended Guidelines included as Attachment 2. Attachment 3 provides the proposed amendments in redline format where <u>underlined</u> text is proposed to be added and text with a ~~strikethrough~~ is proposed to be deleted.

<u>FTHLP Buyer Scenarios</u>
Below are several scenarios of how the FTHLP loan may be used and what home prices the loan

would enable potential buyers to purchase.

In the first set of scenarios, a couple buying a condominium or townhouse would have the following purchasing limits based on an Adjusted Median Income (AMI) of 100 or 120. These scenarios are for a FTHLP buyer who provides a 3 percent down payment and applies for the full $100,000 loan.

Median Income – AMI of 100

Family of 2 First Time Homebuyers	As of 8/14/2024
Median income - Annual Income	$124,550
Assumes HOA Dues, Property Taxes and Homeowners Insurance	
30-year term at 6% interest	
Buyer puts 3% down and gets $100k in FTHLP funds	
Maximum Home Purchase Price of	$541,650

Moderate Income – AMI of 120

Family of 2 First Time Homebuyers	As of 8/14/2024
Moderate income - Annual Income	$149,500
Assumes HOA Dues, Property Taxes and Homeowners Insurance	
30-year term at 6% interest	
Buyer puts 3% down and gets $100k in FTHLP funds	
Maximum Home Purchase Price of	$647,770

In the second set of scenarios, a family of four buying a single-family residence would have the following purchasing limits based on an Adjusted Median Income (AMI) of 100 or 120. These scenarios are for a FTHLP buyer who provides a 3 percent down payment and applies for the full $100,000 loan.

Median Income – AMI of 100

Family of 4 First Time Homebuyers	As of 8/14/2024
Median Income - Annual Income	$155,700
Assumes HOA Dues, Property Taxes and Homeowners Insurance	
30-year term at 6% interest	
Buyer puts 3% down and gets $100k in FTHLP funds	
Maximum Home Purchase Price of	$674,140

Moderate Income – AMI of 120

Family of 4 First Time Homebuyers	As of 8/14/2024
Median Income - Annual Income	$186,850
Assumes HOA Dues, Property Taxes and Homeowners Insurance	
30-year term at 6% interest	
Buyer puts 3% down and gets $100k in FTHLP funds	
Maximum Home Purchase Price of	$806,600

STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability
Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.
Objective C: Support programs that facilitate homeownership such as the First Time Home Buyer Loan Program.

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. The proposed Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the amendments would not result in any physical changes and it can be seen with certainty that the amendments would not have a significant effect on the environment, and the amendments do not involve any commitment to any specific project.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Amending the First Time Homebuyer Loan Program Guidelines
2) Exhibit A to the Resolution – First Time Homebuyer Loan Program Guidelines
3) Redline Version of Amendments to the First Time Homebuyer Loan Program Guidelines
4) Budget Change

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE FIRST TIME HOMEBUYER LOAN PROGRAM GUIDELINES

WHEREAS, the City of Dublin Strategic Plan for Fiscal Years 2024-26 includes Objective 3A to implement the goals, policies and programs in the 2023-2031 Housing Element and Objective 3C to support programs that facilitate homeownership such as the First Time Homebuyer Loan Program; and

WHEREAS, the City of Dublin 2023-2031 Housing Element includes Program E.7: First Time Homebuyer Loan Program indicating the City will review the FTHLP and update as opportunities become available to expand the program and ensure compatibility with similar loan programs; and

WHEREAS, a goal of the Housing Element is to expand housing opportunities for all segments of Dublin's population; and

WHEREAS, on March 21, 2006, the City Council approved a First Time Homebuyer Loan Program (FTHLP); and

WHEREAS, on June 19, 2007, and March 1, 2011, the City Council approved amendments to the First Time Homebuyer Loan Program Guidelines to update practices and procedures, change the interest rate from a variable rate to 3.5 percent (Resolution No. 107-07), and establish the maximum loan at 10 percent of market rate sales price or 15 percent of below market rate sales price, and a maximum loan amount not to exceed $40,000 in 2011 (Resolution No. 23-11); and

WHEREAS, on September 2, 2014, the City Council approved changes to the First Time Homebuyer Loan Program Guidelines to improve the management and administration of the First Time Homebuyer Loan Program; and

WHEREAS, pursuant to California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15378(b)(4), revising the First-Time Homebuyer Loan Program Guidelines is not a project and would not result in any physical changes it can be seen with certainty that the amendments would not have a significant effect on the environment, and the amendments do not involve any commitment to any specific project, therefore, exempt from the requirements of CEQA; and

WHEREAS, a Staff Report was submitted to the City Council recommending approval of amendments to the First Time Homebuyer Loan Program Guidelines; and

WHEREAS, on September 3, 2024, the City Council met to consider the Amendments to the First Time Homebuyer Loan Program Guidelines; and

WHEREAS, on September 3, 2024, the City Council did hear and use independent judgment and considered all said reports, recommendations and testimony.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council hereby adopts the amended First Time Homebuyer Loan Program Guidelines attached hereto as **Exhibit A**.

PASSED, APPROVED AND ADOPTED this 3rd day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Attachment 2

DUBLIN
CALIFORNIA

City of Dublin
Housing Division
100 Civic Plaza
Dublin, CA 94568
925-833-6610
HousingInfo@dublin.ca.gov
www.dublin.ca.gov/housing/fthlp

FIRST TIME HOMEBUYER LOAN PROGRAM GUIDELINES

— SEPTEMBER 2024 —



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Exhibit 2 Sample Deed of Trust, Assignment of Rents, Fixture Filing, and Security Agreement (for loans on Below Market Rate homes)

Exhibit 3 Sample Secured Promissory Note (for loans on Below Market Rate homes)

Exhibit 4 Sample Loan and Equity Share Agreement (for loans on Market Rate homes)

Exhibit 5 Sample Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement (for loans on Market Rate homes)

Exhibit 6 Sample Secured Promissory Note (for loans on Market Rate homes)

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1 INTRODUCTION

The City of Dublin (City) First Time Homebuyer Loan Program (Program, FTHLP) provides financial assistance, in the form of a deferred loan, to income-qualified first time buyers who wish to buy a home in the City.

These FTHLP Guidelines (Guidelines) describe loan terms, eligibility requirements, and procedures. Users of these Guidelines are encouraged to seek their own legal counsel to aid in understanding the requirements of the FTHLP. For any general questions regarding the Program or these Guidelines, users may call the City's Housing Division at (925) 833-6610.

The effective date of these Guidelines is September 3, 2024. The City will review and, to the extent necessary, update these Guidelines annually. The City Manager may approve minor revisions, interpretations, or clarifications to these Guidelines. Any such revision, interpretation, or clarification shall become effective when posted on the City's website.

Non-Discrimination

All persons have the right to file a written application for a mortgage loan. An eligible Borrower is a person (or persons) who is obligated to the repayment of a loan by the signing of the note. Loans to corporations, partnerships, or syndications are not acceptable.

The City does not discriminate in granting or denying loans or in setting terms and conditions of a loan, with regard to race, color, age, religion, gender, marital status, sexual orientation, national origin, or ancestry of the Applicant; nor with regard to the racial or ethnic composition of the neighborhood, geographic areas surrounding the property or with regard to income derived from any public assistance program.

2 DEFINITION OF TERMS

As used in these Guidelines, the following terms shall be defined as follows:

Administration Fees:

- The City Council shall, by resolution, establish a fee charged by the City to the loan recipient for the underwriting, processing, and serving of the approved loan.
- A reimbursement fee charged by the City to the Applicant at the time of application for a credit report. The fee amount varies based on actual cost.

Fees may be adjusted from time to time by the City.

Applicant: A household that has submitted an application for a loan under the City's First Time Homebuyer Loan Program.

Area Median Income (AMI): The Area Median Income adjusted for household size as published annually for Alameda County by the California Department of Housing and Community Development (HCD).

Below Market Rate (BMR) Units: A Below Market Rate or BMR Unit is a unit that is reserved for sale to Low- or Moderate-Income households. BMR Units have restrictions recorded against them to ensure they remain affordable for a set period of time. For additional information regarding BMR Units in the City, refer to the Guidelines to the Inclusionary Zoning Regulations Ordinance.

Borrower: A household that has been approved for or has received an FTHLP loan.

CalHFA: The California Housing Finance Agency.

City: The City of Dublin.

City Council: The legislative body of the City of Dublin.

City Staff: An employee or designee of the City of Dublin responsible for actions related to the Program or these Guidelines.

First Time Homebuyer: A person who has not owned any interest in real property during the three-year period prior to the date of the household's loan application, including without limitation, real property in which a household member's name appears on the title regardless of whether the member's interest in such property results in a financial gain, such property is located in another state or country, or the member has occupied such property as his or her primary residence. If any person has had his or her name on the title of a property, but the property was sold more than three years ago from the date of application, the person is considered a First Time Homebuyer.

Gross Household Income: All income, from whatever source derived, of all adult household members (18 years of age and older), whether or not such income is exempt from federal income tax. Refer to **Section 4.2.1** for a list of income sources and exceptions.

Guidelines: These First Time Homebuyer Loan Program Guidelines.

HCD: The California Department of Housing and Community Development.

HOA: Homeowners Association.

Homebuyer Class: A United States Department of Housing and Urban Development, Fannie Mae, or City-approved course designed to provide basic education for First Time Homebuyers. Refer to the City's website (https://www.dublin.ca.gov/housing/education) for organizations that may offer this course. The date on the completion certificate for the class must be within six months of the date of application for a Loan.

Housing Expenses: Principal, interest, private mortgage insurance, taxes, insurances, and HOA dues.

HUD: The United States Department of Housing and Urban Development.

Immediate Family Member: A mother, father, brother, sister, child, grandparent, or grandchild.

Legal Resident: A citizen or other national of the United States or a qualified alien as defined by the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Loan Committee: The Loan Committee is appointed from time to time by the City Manager and generally consists of senior staff from the City's Community Development and Finance Departments as well as a representative from the City Manager's office. The Loan Committee reviews loan applications and approves, conditionally approves, or denies loan applications. Decisions require a two-thirds vote.

Low Income: Total Household Income that is 51% to 80% of Area Median Income (AMI), adjusted for actual household size.

Maximum Income: The Maximum Income for the Moderate Income category determined periodically by HCD based on AMI. See **Section 4.2.1** of these Guidelines for Maximum Incomes.

Moderate Income: Total Household Income that is 81% to 120% of AMI, adjusted for actual household size.

Preference Points: Points assigned to persons employed in the City of Dublin, public service employees working for a public agency within the City of Dublin, Dublin residents, Seniors (62+), Veterans, persons who are permanently disabled (with written verification from a physician or show receipt of Supplemental Security Income or Social Security Disability Insurance), persons who are Immediate Family Members of a Dublin resident, and persons who are required to relocate from a Dublin residence due to demolition of the residence or conversion of the residence from a rental to an ownership unit. Persons with Preference Points are given priority over other Qualified Households in the disbursement of loan funds.

Principal Residence: The place where a person resides on a substantially full-time basis during not less than 10 months per year. Children attending college and not living at home as their Principal Residence may not be counted as a household member.

Program: Activities related to the City of Dublin First Time Homebuyer Loan Program.

Qualified Household: A "Qualified Household" means an Applicant household that satisfies the requirements listed in **Section 4** of these Guidelines.

Senior: A person 62 years of age or older for the purpose of qualifying for Preference Points.

Total Household Income: All Gross Household Income and assets received (as calculated pursuant to **Section 4.2.1**).

2 DEFINITION OF TERMS

Veteran: A person who served in the active military, naval, or air service and who was discharged or released therefrom under conditions other than dishonorable, for the purpose of qualifying for Preference Points.

3 LOAN TERMS

3.1 Overview of Loan Terms

The terms, requirements, and conditions for loans approved through the FTHLP are outlined in **Table 1** and described further below.

Table 1. Loan Terms and Requirements

Term or Requirement	Below Market Rate Homes	Market Rate Homes
Loan Amount	Up to 20% of the purchase price, with a maximum of $100,000.	Up to 20% of the home purchase price, with a maximum of $100,000.
Interest Rate	3%, simple interest	
Loan Term	30 year, deferred payment	
Repayment	Repayment of principal and interest is due upon the sale of the property, upon the formal filing and recording of a notice of default, or the expiration of the loan term (whichever is earliest).	Repayment of principal and interest or equity share is due upon the sale of the property, payoff, or refinance of the first mortgage, upon the formal filing and recording of a notice of default, or the expiration of the loan term (whichever is earliest).
Equity Share	Loans on BMR homes are subject to an equity share provision only upon the first sale of the home following the expiration of the restricted affordability period.	Upon the events described in "Repayment" above, Borrowers of loans for market rate properties are subject to a payment of either accrued interest or equity share, whichever is greater. See **Section 3.5** for a description of equity share.
Prepayment	Borrower(s) may prepay the Loan at any time without penalty (provided that the payment covers the principal as well as the accrued interest or equity share).	
Acceptable Primary Mortgages	See **Section 3.2**.	
Position on Title/Layered Financing	The City must be in second position on title, behind only a primary mortgage, except when the borrower is also using other similar County, State, or governmental programs, such as the Alameda County AC Boost, CalHFA, etc., that require a second position on title, at which time the City may subordinate in a third or fourth position on title. Borrowers may utilize assistance loans other than those listed above, but they must be subordinate to the City's FTHLP loan.	
Co-Signatories (not allowed)	The loan shall contain no co-signatories. Only the approved Borrower's name(s) may be on the deed.	
Fees	Applicants are subject to the following fees: Fee for a credit check, due at the time of application (reimbursement, based on actual cost). Fee established by City Council resolution for loan underwriting, processing, and servicing, due upon close of escrow.	

Use of Loan Funds	Loan funds may be used for down payment assistance and to pay for non-recurring closing costs associated with the home purchase. Loans may not be used for repairs, room additions, or non-real property purchases.
Property Eligibility	Properties must be located in the City of Dublin and may be a single-family home, condominium, or a manufactured home (subject to secondary market eligibility requirements).
Inspection Reports	The Applicant must provide home and pest inspection reports (see **Section 3.3**).

3.2 Financing Requirements

All Applicants must be able to secure a primary home loan through a lending institution. Applicants may use a lender of their choice, provided that the lender adheres to the City's Guidelines for acceptable loan products. Applicants must provide a pre-approval letter, truth in lending statement, and good faith estimate from their chosen lender at the time of application for a FTHLP loan.

3.2.1 Acceptable Primary Loan Products

The City reserves the right to deny a loan or reject loan products for primary loans if the City believes in its sole discretion that there is a stronger likelihood that the loan product would potentially result in loss of loan funds due to the purchasers' inability to comply with the terms of the loan.

Following is a nonexclusive list of the loan products that are generally acceptable to the City. The list is not intended to be exhaustive, and other loan products may be evaluated upon request.

Acceptable Primary Mortgage Loan Products

- Fixed mortgages up to 30 years
- Maximum 100% combined loan to value

3.2.2 Prohibited Primary Loan Products and Unacceptable Mortgage Features

The following loan products and mortgage features are generally unacceptable to the City:

- Interest-only loans
- Negative amortizing loans
- Adjustable rate loans
- Balloon payment loans
- Lines of credit that exceed the resale price of the unit
- Stated income loans
- Excessive points and fees (more than what is typical of the market at the time)

3.2.3 Down Payment

The Borrower is required to make a minimum down payment of at least 3% of the sales price. Funds must be placed into escrow prior to the close of escrow and must come from acceptable sources and be verified and properly documented per Federal Housing Administration guidelines.

3.3 Property Inspection Reports

The Applicant must obtain and provide pest inspection and home inspection reports for the property from licensed professionals. The pest inspection report must confirm that the structure is sound and any noted pest infestations must be resolved as recommended in the report. The home inspection report must cover all major systems, including, but not limited to, electrical, plumbing, drainage, the foundation, paint, and appliances. Reports should be provided to the City as early as possible during the escrow period to ensure funding and a timely close of escrow.

3.4 Recorded Loan Documents

The City will prepare and the Borrower will sign a set of documents that describe agreed-upon loan terms and ongoing Program requirements. These documents will be executed at the close of escrow and recorded on the property's title. City Staff will discuss the basic provisions of these documents with the Borrower(s) at the in-person consultation prior to the close of escrow; however, Borrowers should review these documents thoroughly prior to signing.

3.4.1 Loan Documents for Below Market Rate Homes

Sample loan documents for FTHLP loans on BMR Units are provided in **Exhibits 1, 2, and 3**. Documents include the Loan, Occupancy, Refinancing, and Resale Restriction Agreement with Option to Purchase (**Exhibit 1**), Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement (**Exhibit 2**), and Secured Promissory Note (**Exhibit 3**). BMR Units are also subject to the provisions described in the Guidelines to the Inclusionary Zoning Regulations Ordinance.

3.4.2 Loan Documents for Market Rate Homes

Sample loan documents for FTHLP loans on market rate units are provided in **Exhibits 4, 5, and 6**. Documents include the Loan and Equity Share Agreement (**Exhibit 4**), Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement (**Exhibit 5**), and Secured Promissory Note (**Exhibit 6**).

3.5 Equity Share

3.5.1 Below Market Rate Units

BMR Units are not subject to an equity share provision upon resale or prepayment or in the occurrence of default; however, BMR Units must pay an equity share to the City upon the first sale of the property following the expiration of the restricted resale period. This requirement is described in the Guidelines to the Inclusionary Zoning Regulations Ordinance and in the Loan, Occupancy, Refinancing, and Resale Restriction Agreement with Option to Purchase (**Exhibit 1**).

3.5.2 Market Rate Units

Upon the sale of the property, repayment of the loan (due to a refinance or as an optional prepayment), or the occurrence of any default event, the Borrower must pay the City the loan principal as well as the greater of the accrued simple interest or an equity share. The equity share is based on the amount of the FTHLP loan in proportion to the value of the property and the amount by which the property has increased in value, based on an appraisal or resale purchase contract. The calculation is described in detail in the Loan and Equity Share Agreement in **Exhibit 4** and demonstrated in a sample calculation in **Example 1**.

Example 1. Equity Share Calculation
The Borrower purchased a property for $700,000 and the City provided an FTHLP loan of $70,000. The loan amount ($70,000) is equivalent to 10% of the sale price. The Borrower sells the property 20 years later for $1,100,000. The property has appreciated by $400,000 ($1,100,000 - $700,000 = $400,000). The City portion of the increased value is 10%, which equals $40,000 ($400,000 X 10% = $40,000). If the $40,000 City share is greater than the accrued simple interest on the loan, the Borrower would owe the City a total of $110,000 ($70,000 in principal and $40,000 in equity share).

4 HOUSEHOLD QUALIFICATIONS

4.1 Household Qualifications

A household must meet the requirements stated in **Table 2** to qualify for a Loan. **Section 4.2** provides additional detail on certain requirements.

Table 2. Applicant Household Qualifications

Qualification Requirement	Description
Income	The household's Total Household Income must not exceed the income limit set forth in **Section 4.2.1**.
Assets	The household may have no more than $250,000 in total assets, excluding pensions and federally approved pre-tax savings accounts.
First-Time Homebuyer	No member of the household may have owned any interest in real property during the three-year period prior to the household's BMR Unit application date.
Owner Occupancy	The household will occupy the unit as its Principal Residence within 60 days of the close of escrow on the unit.
Homebuyer Education	All title holders of the property must take a HUD or Fannie Mae-approved or City-approved First Time Homebuyer class and receive a certificate of completion. The certificate of completion must be dated within one year of the date of application.
Credit	All Applicants have a minimum FICO credit score of 620 (see **Section 4.2.2**) and must not have filed for bankruptcy in the last three years. Persons with records of deeds-in-lieu of foreclosure or judicial or non-judicial foreclosure are subject to a seven-year waiting period before they may be considered for an FTHLP loan.
Residency/Citizenship	All household members must be either a citizen or national of the United States or a qualified alien defined by the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
Loan Preapproval	Homebuyers must be preapproved for a home loan that conforms to the requirements established in **Section 3.2**.
Debt to Income Ratio	Homebuyers' proposed debt (based on current liabilities and proposed housing payment) may not exceed 45% of the household's monthly income (see **Section 4.2.4**).

Applicant households may request exceptions to qualification requirements. Procedures for exception requests are described in **Section 6**.

4.2 Description of Qualification Requirements

4.2.1 Household Income

4.2.1.1 Maximum Total Household Income

To be eligible for a FTHLP loan, the Applicant's Total Household Income must not exceed the current Moderate-Income limit. Total Household Income means the household's Gross Household Income (see **Section 4.2.1.2**) plus assets calculated pursuant to **Section 4.2.1.4**. Maximum Income is determined annually by HCD based on Area Median Income. **Table 3** shows the Maximum Income limits for Alameda County for 2024.

Table 3. Program Income Limits by Household Size (2024)

Household Size	Income Limit
1 person	$130,800
2 persons	$149,500
3 persons	$168,150
4 persons	$186,850
5 persons	$201,800
6 persons	$216,750
7 persons	$231,700
8 persons	$246,650

Source: HCD State Income Limits for Moderate-Income Households, 2024

4.2.1.2 Gross Household Income

Gross Household Income means all income from all adult household members (18 years of age and older) derived from all sources as provided in the Internal Revenue Code (Title 26, Subtitle A, Chapter 1, Subchapter B, Part I, Section 61), whether or not such income is exempt from federal income tax. Such income includes, but is not limited to, the following:

- Compensation received from an employer. Compensation includes, but is not limited to, salary, overtime pay, and other pay
- Other pay can include, but is not limited to, compensation for special working conditions or one-time pay-out of unused vacation and sick leave
- Alimony, spousal, and child support
- Cash
- Pensions, if at an age where pension is being received as income
- Public benefits including, but not limited to, CalWorks, Social Security Income, and disability income
- All interest, dividends, and royalties
- Income derived from private businesses
- Rental income
- Income from pensions

- Compensation for services rendered including fees, fringe benefits, commissions, tips, and bonuses
- Stipend received for participation in a mentor, learning, or education opportunity
- Gains from dealings in private and/or commercial property
- Gambling winnings
- Annuities, life insurance, and endowment contracts
- Income from discharge of indebtedness
- Gross partnership contributions or distributions
- Income from an interest in an estate or trust

For purposes of determining Gross Household Income, each person 18 years of age or older must present **all** of the following:

- A complete set of federal and state income tax returns for the past three years, including all schedules (signed and dated) and W-2 forms (in the case where taxes have not been filed for any of the past three years, a letter of verification of non-filing from the Internal Revenue Service is required).
- Four most recent and consecutive pay stubs.
- Three recent and consecutive statements for all financial accounts, including, but not limited to, savings accounts, checking accounts, retirement accounts, 401(k) accounts, stock accounts, and other accounts held in the Applicant(s) name(s), whether held individually or together.

If a household member is self-employed, in addition to the information above, the member must submit profit and loss statements for the past three years (if applicable), and a current profit and loss statement for the year.

Exceptions:

1. Gross Household Income does not include income earned by a household member who is between the ages of 18 and 26 and meets **both** of the following criteria:
   - Is claimed as a dependent of a household member on such member's federal income taxes.
   - Is a full-time student (12+ units; school transcript must be provided).
2. Gross Household Income does not include payments to a household member from a governmental fund if **all** of the following requirements are satisfied:
   - The payments are based on the recipient's or the recipient's family's financial need.
   - The payments do not represent compensation for services rendered.
   - The payments are part of a governmental housing subsidy program including, but not limited to, Housing Choice Voucher (Section 8) federal housing assistance payments.

4.2.1.3 Income Calculation

a. **Wage and Salary.** If an Applicant is a full-time employee (usually 30 to 40 hours per week) or an employee with consistent regular hours or income, or income with overtime or adjustments as a regular part of their job, one of the formulas listed in **Table 4** will be used to determine the Applicant's salary. Bonuses, commissions, and limited overtime may be calculated into the annual income calculation. In the case of unclear income or income that is somewhat difficult to calculate, please contact the City. The City will make the final determination as to which income calculation formula to use.

Table 4. Annual Income Calculations by Pay Frequency

Pay Frequency	Annual Income Calculation
Monthly	Monthly income amount x 12
Twice Monthly	Twice monthly income amount x 24
Biweekly	Biweekly income amount x 26
Weekly	Weekly income amount x 52
Hourly	Hourly income x 40 (or whatever normal hours per week may be) x 52

b. **Variable Income.** For Applicants who are part-time employees or employees with variable hours every pay period (or variable hours less than 40 hours per week), inconsistent income or hours, frequent overtime, bonuses and commissions, etc., their annual salary will be calculated using year-to-date income, plus the previous year's income (from same income source or employer), divided by the number of months reviewed (UP TO BUT NOT EXCEEDING 12 MONTHS) times 12 to arrive at their annual income. If there is no previous year income from the same employer, or the job was started mid-year, the current income year to date using the calculation explained in (b) above will be used. If an Applicant works consistently 40 hours per week and has occasional or regular overtime, the calculation listed in (b) above will be used to calculate income.

c. **Inconsistent or Temporary Change in Income Due to a Temporary Circumstance.** If an Applicant has a temporary situation (seven months or less) that makes income calculation difficult, a verification of employment may be used to calculate the Applicant's income based on a normal annual time period. Or, the income may be calculated based on the person's hourly rate times their normal working hours (as shown in item (b) above).

d. **Self-Employed or Non-Corporation.** A self-employed Applicant is also considered to have variable income. Gross annual income calculations will be based on the previous two years' net income shown on Schedule C of the federal income tax returns, plus net income before taxes from the Applicant's signed, year-to-date Profit and Loss Statement, divided by the appropriate number of months (NOT TO EXCEED 12 MONTHS) times 12 to arrive at the annual income.

4.2.1.4 Assets

An asset test will be applied to all Applicants to determine whether they satisfy the income requirements. If an Applicant has assets that exceed $30,000, the following amounts will be added to the Applicant's Gross Household Income to determine the household's Total Household Income:

- 10% of all assets valued at between $30,001 and $130,000
- 30% of all assets valued over $130,000

The maximum assets allowed are $250,000. Households with assets in excess of $250,000 will be disqualified. Assets include, but are not limited to, cash, all savings and checking accounts, stocks, bonds, real estate, gifts, and other sources of money. Pensions and federally approved retirement savings accounts, such as IRAs, Roth IRAs, and 401ks, are excluded; however, retired Applicants who receive income from their retirement account must include such income as Gross Household Income on their application. **Example 2** illustrates the calculation for determining income with assets.

Example 2. Determining Income with Assets
Example 2.A A household of 3 earns $100,000 a year and has $150,000 in total household assets
$150,000 - $30,000 = **$120,000** (which is less than $130,000)
10% of $120,000 = **$12,000**
New Total Household Income: $100,000 + $12,000 = **$112,000**
Example 2.B A household of 4 earns $150,000 a year and has $200,000 in total household assets
$200,000 - $30,000 = **$170,000** (which is more than $130,000)
10% of $130,000 = **$13,000**
30% of balance of $40,000 = **$12,000**
New Total Household Income: $150,000 + $13,000 + $12,000 = **$175,000**

4.2.2 Credit Score

A credit check will be conducted on all adults (other than dependents) in the household. Applicants must have sufficient creditworthiness to qualify. Creditworthiness means that:

1. All household individuals shall have a minimum of seven years since Chapter 7 or Chapter 13 bankruptcy discharge date and/or foreclosure or short sale and evidence of reestablished credit is provided.

2. All persons appearing on the mortgage shall have a minimum FICO credit rating of 620 points from all three credit agencies.

4.2.3 Homebuyer Education Program

Borrower(s) must successfully complete a HUD, Fannie Mae-, or City-approved First Time Homebuyer class prior to the close of escrow and must provide the City with evidence of completion. The completion date must be within one year of the proposed date of loan funding.

4.2.4 Debt to Income Ratio

Applicant(s) must have a debt to income ratio of no greater than 45%. This is determined by calculating the Applicants' monthly debt obligations, including (but not limited to) estimated monthly housing expenses, car payments, and other loan obligations and comparing it to the Applicants' monthly Household Income.

Student loan debt may be excluded from the monthly debt obligation calculation if the Applicant can provide documentation that repayment of the loan is deferred for a period of at least three years from the application date.

4.2.5 Preference Points

The Preference Point system provides priority to certain households who are deemed to have a priority need for housing in Dublin. Priority criteria are shown in **Table 5**. Loans may be approved for households who are not eligible for any Preference Points.

Preference Points vary based on category and do not distinguish between adults and children. See **Table 5** for details and requirements. If two persons in the household qualify for Preference Points for the same category, the maximum preference points for that category would be two points. For example, if a husband and wife are both employed in Dublin, the couple receives only 2 Preference Points for being employed in Dublin. However, if two Seniors make up a household, they would be entitled to only 1 Preference Point, as that category has a maximum of one preference point for household.

Preference Points

Priority	Points	Proof Required
Employed in Dublin	3 points maximum, one per household member	Copy of recent pay stub establishing employment in Dublin; If self-employed in Dublin, then the business must have a current City business license. Must have been employed within the City of Dublin for at least six months.
Public service employee in Dublin*	1 per household	Copy of recent pay stub or letter from employer, on company letterhead, establishing public service in Dublin; or For a newly hired teacher at a state-accredited school, who will be working in Dublin, a copy of employment contract; and A letter from employer confirming employment and employer contact information.
Resides in Dublin	3 points maximum, one per household member	Copy of utility bill (PG&E or water), showing the Applicant with a Dublin address; or Copy of a current rental agreement. Must have been a resident of the City of Dublin for at least one-year.
Seniors (62 and over)	1 per household	A valid state driver license; or A valid state identification card (with photo); or A valid passport.
Permanently disabled	1 per household	Doctor's note confirming that Applicant is permanently disabled; or Other verification from a state agency establishing permanent disability status; or Verification of receipt of SSI or SSDI.
Veteran	1 per household	A military department record of service such as an original military service record or certified copy. The document must contain the length, time, and character of the service.
Has an immediate family member who is a Dublin resident	1 per household	Copy of utility bill (PG&E or water), showing the immediate family member with a Dublin Address; or Copy of the immediate family member's current rental agreement; and Copy of birth certificates for self and immediate family member, establishing relationship; or Other legal document establishing relationship.
Must move because housing is to be demolished or converted to condo	1	Letter from apartment owner or management firm verifying the imminent condominium conversion or demolition of the unit; and Confirmation from the City's Community Development Department.

** A public service employee is a person who is employed by a public agency such as the City of Dublin, a firefighter or police officer assigned to work in Dublin, BART, DSRSD, or USPS working in Dublin.*

5 Procedures

5.1 Loan Application, Approval, and Funding Procedures

The following are the general steps for qualifying for and finalizing a loan (see **Figure 1** for an overview):

1. **Review qualification requirements.** Potential Applicants should review these Guidelines and confirm that they meet established qualification requirements (see **Section 4**).

2. **Pre-qualify with a lender.** Potential Applicants should work with a lender of their choosing to get pre-qualified to purchase a home. Potential financing must meet the requirements described in **Section 3**. This will be necessary for preparing a complete application and will give the buyers a clear understanding of the amount of money they are eligible to borrow for a home purchase. The City is available to speak with lenders to clarify Program terms and requirements.

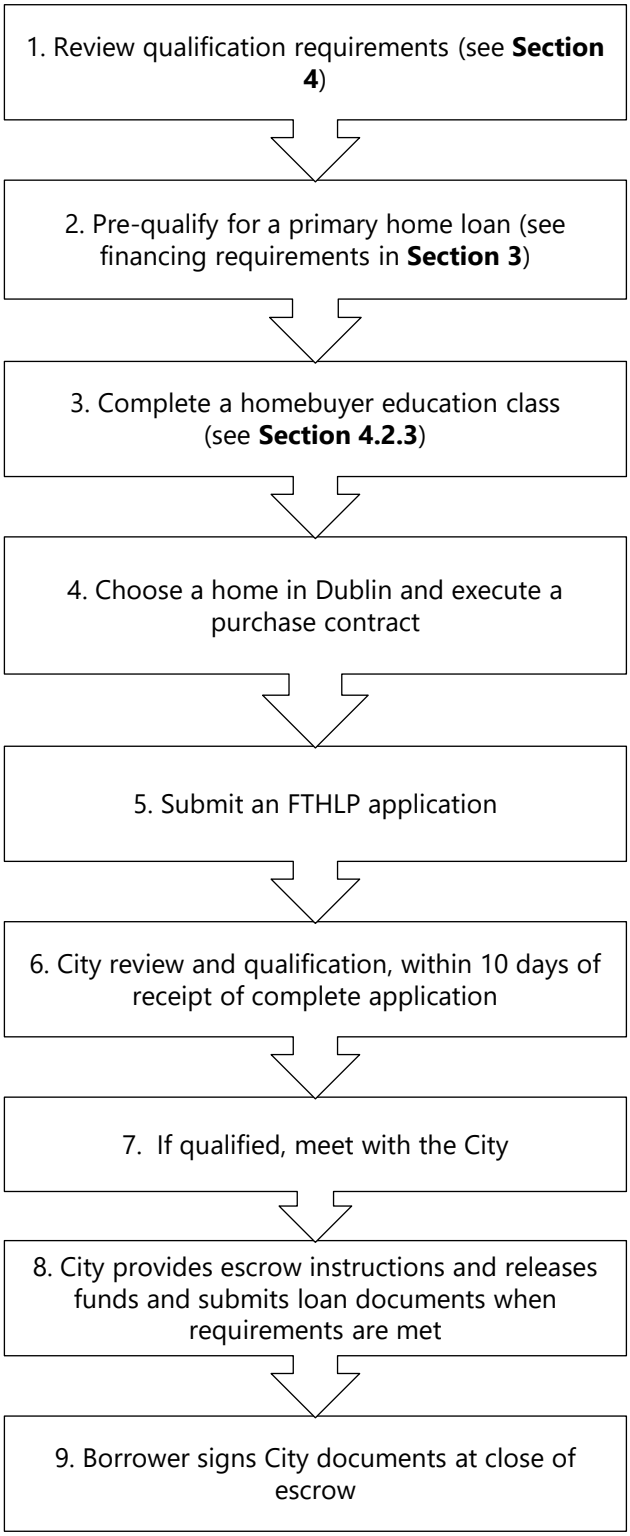
3. **Homebuyer education.** Potential Applicants must complete a First Time Homebuyer Class (see **Section 4.2.3**)

4. **Execute a purchase contract.** Potential Applicants should work with a real estate agent to find a desirable home for sale in the City. Homes may be BMR Units (most available BMR Units are listed on the City's website) or market rate properties. Prepare an offer and execute a purchase agreement on the home of your choosing.

5. **Submit a FTHLP application.** Prepare and submit a complete FTHLP application packet to the City's Housing Division. Be sure to include supporting documentation for income and asset verification (contact City Staff or view the City's website for an application package). The application should be submitted at least four weeks prior to the scheduled close of escrow.

6. **City Staff/Loan Committee review and qualification determination.** The City will make every effort to review the application and qualification materials and determine eligibility within 10 working days of receipt of a complete

Figure 1. Loan Application Process



application. The application will be considered by City Staff in the Housing Division (to determine application completeness and basic qualification) and the City's Loan Committee. If approved, the City will send the Applicant a conditional approval letter. Applicants who are determined to be ineligible will receive a denial letter.

7. **Buyer consultation.** All adult members of the approved Borrower household must schedule and complete a consultation with City Staff to discuss loan terms, restrictions, and ongoing requirements. At the meeting, Borrowers will review and sign a truth in lending statement and a good faith estimate.

8. **Loan documents.** Following completion of the consultation, City Staff will prepare escrow instructions and submit them to the escrow officer. The instructions will describe the documentation the City will need in order to prepare loan agreements and fund the loan. Documents will include (but may not be limited to) a title report, home and pest inspection reports, an appraisal, and documents regarding the primary loan.

9. **Sign paperwork.** Following receipt of required paperwork from the escrow company, the City will prepare the appropriate loan documents for the Borrower to sign at closing (see **Section 3.4**). Once the Borrower has signed, the paperwork will be delivered to the City for signature. The City will forward this paperwork as well as a request for notice of default on the Borrower's primary loan to the escrow officer for recordation.

10. **Monitoring and correspondence.** The Borrower must complete annual surveys to the City and should contact City Staff with any questions. Any default on the signed agreements may result in the City calling the loan due immediately. Borrowers must contact the City when contemplating a sale or refinance.

5.2 Pre-Qualification

The City will accept applications for preliminary review and pre-qualification. This review will confirm that the Applicant meets the qualifications described in **Section 4**, with the exception of the debt-to-income ratio, which cannot be determined until the City is provided with an estimate of monthly housing costs for a specific home. Applications for pre-qualification are subject to costs to reimburse the City's direct cost to obtain a credit report. Pre-qualification applications are reviewed by City Staff in the Housing Division but are not reviewed by the Loan Committee. Following the review, City Staff will issue a letter of eligibility. Note that Program funding is limited and a letter of eligibility does not guarantee that funds will be available to the Applicant if/when they are requested.

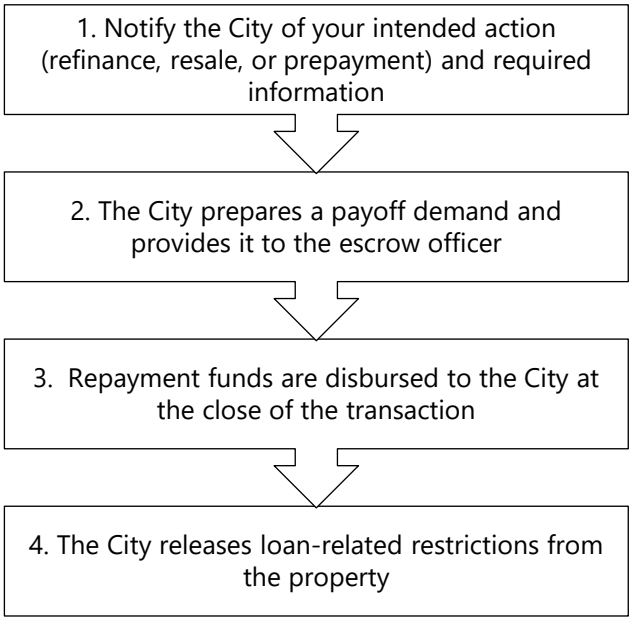
5.3 BMR Unit Refinancing

BMR Unit Borrowers may keep the FTHLP loan intact through a refinance, provided that the new loan meets City standards. BMR Unit Borrowers must notify the City of their intent to refinance and follow the refinance procedures outlined in the Guidelines to the Inclusionary Zoning Regulations Ordinance.

5.4 Loan Payoffs

Market rate home Borrowers must pay off the FTHLP loan in the event of a refinance or resale and have the option to prepay the loan at any time. BMR Unit Borrowers must pay off the FTHLP loan in the event of a resale and have the option to pay off the loan during a refinance or may choose to prepay the loan at any time. An overview of the payoff process is outlined in **Figure 2**.

Figure 2. Loan Payoff Process



The following are the general steps for the loan payoff process (see **Figure 2** for an overview):

1. **Provide notice and documentation.** The Borrower must provide the City with the following:

    a. A written notification of the Borrower's intended action.

    b. A current property appraisal or a resale purchase contract.

    c. The name and contact information of the escrow officer managing the transaction, as well as an escrow number.

2. **City prepares payoff demand.** The City will calculate the accrued interest and equity share, if applicable, and prepare a payoff demand for the greater of the two. The equity share calculation is described in **Section 3.5**. The City will provide a copy of the payoff demand to the Borrower and submit the demand to the escrow officer.

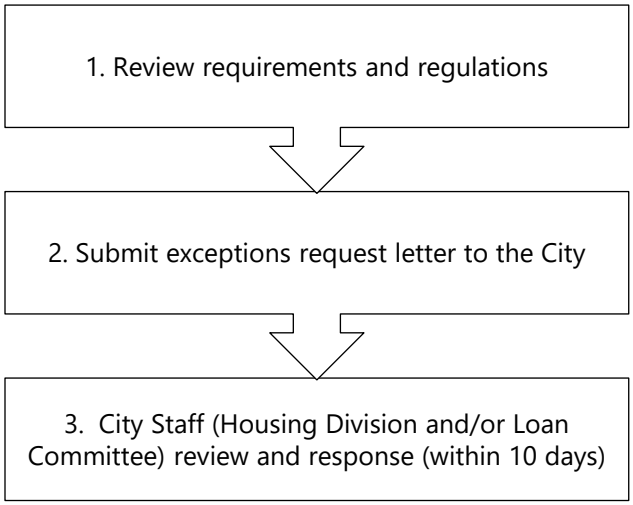
3. **Funds disbursed to the City.** The escrow officer will disburse repayment funds to the City as stated in the payoff demand upon the close of the transaction.

4. **Release and reconveyance.** The City will prepare appropriate documents to release the loan documents (as described in **Section 3.4**) from the property.

6 Exceptions

Any applicant believing that his/her situation warrants an exception to any part of these Guidelines due to circumstances outside of his/her household's control, such as refugee status, special needs, or other hardships or special circumstances, may request an exception by submitting a written letter to the City prior to submitting an application of any kind. The exception request procedure is outlined in **Figure 3**.

Figure 3. Exception Request Procedure



The exception request must specify which particular guideline or requirement the household cannot meet for reasons beyond their control or other valid reasons, and/or describe the household's unique circumstances which warrant one or more specific exceptions to be identified in the letter, referencing the page(s) and section(s) of these Guidelines and/or application form related to the request.

Exceptions related to disabilities (reasonable accommodations) may be requested according to this procedure, with a brief description of the exception(s) needed due to the Applicant's disability. Such requests will be handled in accordance with the City's reasonable accommodations policy and these Guidelines.

Exceptions will be considered by City Staff, including authorized persons in the Housing Division and/or members of the Loan Committee. The City will provide a letter response within 10 calendar days, stating whether the requested exception can be granted in full or part and the reason for such decision.

EXHIBIT 1. LOAN, OCCUPANCY, REFINANCING, AND RESALE RESTRICTION AGREEMENT WITH OPTION TO PURCHASE

Recording requested by and when recorded mail to:

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

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's Use

LOAN, OCCUPANCY, REFINANCING AND RESALE RESTRICTION AGREEMENT WITH OPTION TO PURCHASE

City of Dublin First-Time Homebuyer Program
(Inclusionary Units)

NOTICE: THIS DOCUMENT CONTAINS RESTRICTIONS ON THE USE, SALE AND REFINANCING OF THIS PROPERTY.

This Loan, Occupancy, Refinancing and Resale Restriction Agreement with Option to Purchase (this "Agreement") is entered into as of **Date of Signing** and **Borrower(s) Name** (collectively, "Owner") regarding certain improved real property located at **Property Address, Dublin, California 94568**, and further described in Exhibit A attached hereto (the "Property").

RECITALS

WHEREAS, to further its goal of creating affordable home ownership opportunities for low- and moderate-income persons and families, the City has initiated a First-Time Homebuyers Program (the "Program") pursuant to which the City provides deferred payment loans to assist first-time buyers to purchase homes in the City of Dublin at a restricted below-market price;

WHEREAS, Owner qualifies as an eligible low- or moderate-income purchaser under the Program, has certified that Owner intends to live in the Property as an owner occupant, and has agreed to maintain the Property as Owner's Principal Residence (as defined below);

WHEREAS, pursuant to the Program (i) Owner will purchase the Property at a below-market price, and (ii) City will provide a low-interest, deferred payment loan (the "Loan") to Owner upon the terms and conditions set forth herein. The Loan will be evidenced by a Secured Promissory Note executed by Owner and dated as of the date hereof (the "Note") and secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Owner, dated as of the date hereof, and recorded against the Property substantially concurrently herewith in the Official Records of Alameda County (the "Deed of Trust");

WHEREAS, in order to maintain and preserve the Property as housing affordable to low- and moderate-income households consistent with the goals of the Program, it is necessary to restrict the use and resale of the Property through imposition of the occupancy and resale restrictions set forth herein. These restrictions are intended to prevent initial and subsequent purchasers from using the Property for purposes incompatible with the Program and realizing unwarranted gains from sales of the Property at unrestricted prices. The restrictions set forth in this Agreement

"**Owner**" is defined in the preamble to this Agreement.

"**Permitted Transfer**" is defined in Section 4.3.1.

"**Principal Residence**" means the place where a person resides on a substantially full-time basis during not less than ten (10) months per year.

"**Program**" is defined in the Recitals.

"**Property**" is defined in the preamble to this Agreement.

"**Resale Restrictions"** means collectively, the restrictions upon the sale price of the Property as set forth in Sections 4.1, 4.3, 12 and 13 and the requirement that the Property may only be conveyed to an Eligible Household, a permitted transferee or the City as more particularly set forth in Section 4.1.

"**Term of the Resale Restrictions and Option"** means **in perpetuity/ 55 years/ 30 years** commencing upon the date the unit was placed into service as an inclusionary unit (**original owner's date of signing**).

"**Transfer"** is defined in Section 4.3.

2. Loan. City has agreed to provide a loan in the amount of **loan amount written dollars ($00,000)** (the "Loan") upon the terms and conditions set forth in the City Documents to assist Owner to purchase the Property. Owner acknowledges that the City Documents provide for, among other requirements, owner-occupancy requirements, restrictions on assignment of the Loan, and restrictions on refinancing of the Property. As more particularly set forth herein and in the Note, the Loan terms include the following:

(a) Interest Rate. Interest accrues on the principal balance of the Loan commencing upon the date of origination of the Note at the rate of **three percent (3%)** simple interest per annum.

(b) Loan Term; Due on Sale. The entire principal balance of the Loan together with all interest and other sums accrued pursuant to the City Documents is due and payable in full in one lump sum upon the earliest of: (i) the thirtieth (30th) anniversary of the date of the Note, (ii) the sale, or other transfer of the Property (other than as permitted pursuant to the City Documents), or (iii) the refinancing of any senior mortgage secured by the Property which results in "cash out" to Owner, or (iv) the occurrence of an Event of Default.

(c) Due Upon Refinancing: The Loan is payable in full upon the refinancing of any mortgage secured by the Property in violation of the City Documents or upon the encumbrance of the Property in violation of the City Documents. Section 4.4 of this Agreement provides further information regarding restrictions on the refinancing and encumbrance of the Property.

(d) Prepayment. The Loan may be prepaid in full at any time without penalty or premium provided that all interest and other sums payable pursuant to the City Documents are paid in full. The City's option to purchase the Property pursuant to this Agreement and the resale, occupancy and other restrictions set forth in this Agreement survive the repayment or prepayment of the Loan.

(e) Occupancy and Resale Restrictions. The restrictions on the resale price of the Property, the occupancy restrictions, and City's option to purchase the Property (as more fully described below) shall continue for **in perpetuity/ 55 years/ 30 years** commencing upon the date the unit was placed into service

as an inclusionary unit (**original owner's date of signing**), regardless of any prepayment or repayment of the Loan.

3. Owner Representations, Warranties and Covenants. Owner hereby represents, warrants and covenants that all of the following are true: (i) the financial and other information provided to City in order to qualify to purchase the Property is true and correct as of the Effective Date; (ii) Owner is a first time homebuyer as described in the City of Dublin First-Time Homebuyer Program Guidelines; and (iii) Owner will fully cooperate by promptly providing to the City all information requested by the City to assist in monitoring Owner's compliance with this Agreement.

3.1 Maintenance and Insurance Requirements

3.3.1 Maintenance.

(1) The Owner shall maintain the Property, including landscaping, in good repair and in a neat, clean and orderly condition (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials. Owner will not commit waste or permit deterioration of the Property, and shall make all repairs and replacements necessary to keep the Property in good condition and repair. Failure by the Owner to maintain the Property shall constitute a default under this Agreement for which the City may exercise the remedies provided to City hereunder, including without limitation, the City Option to purchase the Property.

(2) In the event that the Owner breaches any of the covenants contained in this Section 3.1 and such default continues for a period of ten (10) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then in addition to any other remedy City may have at law or in equity, City shall have the right to enter the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, which amount shall be promptly paid by the Owner to the City, plus an administrative charge equal to fifteen percent (15%) of the cost of such work upon demand.

3.3.2 Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Property (adjusted every five (5) years by appraisal, if requested by City) naming the City and its elected and appointed officers, officials, employees, representatives and agents as additional insureds. Additional insurance requirements are set forth in the Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon City's request.

4. Program Requirements.

4.1 Affordability Restrictions. Owner hereby covenants and agrees that during the Term of the Resale Restrictions and Option, the Property shall be sold or otherwise transferred only in accordance with the terms and conditions set forth herein and only to (i) Eligible Households at a price not to exceed the Adjusted Resale Price, (ii) a permitted transferee pursuant to Section 4.3.1, or (iii) the City pursuant to the exercise of the Option or otherwise in accordance with the terms hereof.

4.2 Principal Residence Requirement. Owner covenants and agrees that Owner shall occupy the Property as Owner's Principal Residence throughout the period of time that Owner owns the Property, and shall not

rent or lease the Property or portion thereof during the Term of the Resale Restrictions and Option. Owner shall occupy the Property as Owner's Principal Residence within sixty (60) days of close of escrow for the Property. Owner shall be considered as occupying the Property as a Principal Residence if the Owner is living in the Property for at least ten (10) months out of each calendar year. Upon request of City made from time to time, Owner shall provide a written certification to the City, in form provided by City, that Owner is occupying the Property as Owner's Principal Residence and that Owner is not renting or leasing the Property to another party, and shall provide such documents and other evidence as City may reasonably request to verify compliance with the requirements of this Section. During the Term of the Resale Restrictions and Option, successor owners of the Property shall be obligated to use the Property as such successor's Principal Residence for the duration of the successor's ownership.

4.3 Restrictions on Transfer and Resale. Except as provided in Section 4.3.1, throughout the Term of the Resale Restrictions and Option, the Property may only be sold or otherwise conveyed only to Eligible Households at a price not to exceed the Adjusted Resale Price. As more particularly described in Section 13, the Adjusted Resale Price may not exceed the Affordable Unit Cost. There shall be no Transfer of the Property without City's certification that the transferee is an Eligible Household and that the Property is being transferred at a price not to exceed the Adjusted Resale Price. "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Property. Any sale or other Transfer of the Property in violation of the requirements of this Section is prohibited and shall constitute an Event of Default and an Option Event entitling City to exercise its Option to purchase the Property.

4.3.1 Permitted Transfers. Provided that the transferee assumes, within 30 days following written request by City, all of Owner's duties and obligations under this Agreement pursuant to a written assumption agreement in a form acceptable to City, or at City's election, execution of an agreement substantially similar to this Agreement, the following transfers ("Permitted Transfers") of title to the Property, or of any estate or interest therein shall not trigger the exercise of the Option and shall not be considered Option Events: (i) a transfer by devise or inheritance to Owner's spouse or domestic partner following the death of Owner; (ii) a transfer by Owner to a spouse or domestic partner where the spouse or domestic partner becomes the co-owner of the Property; (iii) the transfer of title to a spouse as part of a divorce or marriage dissolution proceeding; and (iv) a transfer by Owner into an inter vivos trust in which the Owner is a beneficiary; provided however, in every case: (a) written notice of each such transfer shall be provided to City, and (b) Owner shall continue to occupy the Property as his or her principal place of residence (except where the transfer occurs pursuant to subsection (i) or (iii) above, in which event the transferee shall owner-occupy the Property). Notwithstanding any Permitted Transfer, the Option shall remain effective with respect to the Property for the duration of the Term of the Resale Restrictions and Option.

For purposes of this section, "domestic partner" shall mean two unmarried people, at least eighteen (18) years of age, who have lived together continuously for at least one year and who are jointly responsible for basic living expenses incurred during their domestic partnership. Domestic partners may not be persons related to each other by blood or adoption such that their marriage would be barred in the state of California. For purposes of this section, an individual shall be considered a domestic partner of Owner upon presentation of an affidavit or other acceptable evidence by Owner to the City.

4.3.2 Inheritance. In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Property shall provide written notice to the City of the Owner's death within thirty (30) days of the date of death, and the following procedures shall apply:

(i) If the person inheriting the Property (the "Inheriting Owner") is the child or stepchild of the deceased Owner (an "Inheriting Child"), he or she shall provide the City with documentation that he or she is the child or stepchild of the deceased Owner together with income information, to be verified by the City, so that the City may determine if the Inheriting Child is an Eligible Household. If the Inheriting Child fails to

provide required documentation of his or her relationship to the Owner or financial information, he or she shall be deemed not to qualify as an Inheriting Child and/or Eligible Household, as applicable. If the Inheriting Child qualifies as an Eligible Household, he or she shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust, and new documents shall be executed between the Inheriting Child and the City and recorded against the Property. If the Inheriting Child fails to qualify as an Eligible Household, he or she shall be required to Transfer the Property to an Eligible Household at a price not exceeding the Adjusted Resale Price, pursuant to the procedures set forth in this Agreement and the City may exercise its Option; provided however, the Inheriting Child may occupy the Property for up to twelve (12) months provided that the Inheriting Child remains in compliance with the requirements of this Agreement and the Deed of Trust.

(ii) If the Inheriting Owner is not the child or stepchild of the deceased Owner, he or she shall Transfer the Property to an Eligible Purchaser at a price not exceeding the Adjusted Resale Price, pursuant to the procedures set forth in this Agreement, and the City may exercise its Option. In this event, the Inheriting Owner shall provide the City with a Notice of Intent to Transfer within sixty (60) days of the date of death of the Owner.

(iii) Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 4.3.2 shall constitute an Event of Default under this Agreement, and the City may then exercise any of the remedies set forth in this Agreement or available to City under law or equity, including, without limitation, exercise of the City Option.

4.3.3 Changes to Title. Notwithstanding Sections 4.3.1 and 4.3.2 above, Owner shall obtain City's written approval prior to making any changes to the title of the Property, including but not limited to, the addition or deletion of the names of any person to or from title to the Property.

4.4 Restrictions on Financing Secured by Property. Owner shall permit no mortgage, deed of trust or other security instrument to be recorded against the Property other than the following: (i) a fixed rate conventional mortgage with a term of up to 30 years, (ii) any California Housing Finance Agency ("CalHFA") product; (iii) the City Documents, (iv) other loan products approved by City, and (v) encumbrances permitted pursuant to Sections 4.4.1 through 4.4.3.

4.4.1 Initial Financing. Owner's aggregate purchase money financing for the Property ("Initial Financing") shall not exceed an amount equal to one hundred percent (100%) of the Base Resale Price calculated as provided in Section 12.

4.4.2 Junior Loans. Mortgage loans or equity lines of credit junior in lien priority to the Deed of Trust are not permitted, except when expressly approved by the City in writing. The City shall only approve junior mortgage loans or equity lines of credit as follows:

i. the loan or equity line of credit does not cause the Property's loan to value ratio (calculated by comparing the total debt secured by the Property to the Adjusted Resale Price of the Property) to exceed 100%.

ii. the proceeds of such loan or equity line of credit are used only for Eligible Capital Improvements; and

iii. the total outstanding balance of principal and any accrued interest on all loans secured by the Property does not exceed the Adjusted Resale Price.

In the event that the encumbrance of the Property by a junior mortgage results in "cash out" to Owner in violation of this Agreement, the Loan shall be due and payable.

4.4.3 Restrictions on Refinancing. Any prepayment and refinance of the Initial Financing shall not be permitted unless expressly approved by the City in writing, and the City may approve such refinancing only if all of the following conditions are met:

i. the refinance reduces Owner's interest rate and monthly payments of principal and interest on the Initial Financing or shall be used to finance Eligible Capital Improvements;

ii. the refinance does not cause the principal amount of all debt secured by the Property to exceed the then outstanding balance (plus refinancing and closing costs) of the Initial Financing plus the cost of any Eligible Capital Improvements that shall be made by Owner;

iii. the refinance does not result in Owner receiving any cash from the refinance except for Eligible Capital Improvements;

iv. the refinance does not cause the Property's loan to value ratio (calculated by comparing the total debt secured by the Property to the Adjusted Resale Price of the Property) to exceed 100% if the Owner does not receive any cash from the refinance or 97% if the Owner receives cash from the refinance for Eligible Capital Improvements.

v. the total outstanding balance of principal and any accrued interest on all loans secured by the Property does not exceed the Adjusted Resale Price.

In the event that the refinancing of any senior mortgage secured by the Property results in "cash out" to Owner in violation of this Agreement, the Loan shall be due and payable.

For purposes of this Section 4.4, the Adjusted Resale Price shall be calculated by the City pursuant to Section 13 of this Agreement as of the earlier of (a) the date on which the deed of trust or mortgage securing the new mortgage is filed for recordation in the Official Records of the County of Alameda, or (b) the date the City receives Notice of Intent to Transfer pursuant to Section 7.1)

5. Grant of Option to Purchase; Assignment of Option. Owner hereby grants to the City an option ("Option") to purchase the Property at the Adjusted Resale Price upon the occurrence of an Option Event, subject to the terms and conditions contained herein. The City may assign the Option to another government entity, a non-profit affordable housing provider, or a person or family who qualifies as an Eligible Household. The assignment of the Option shall not extend any time limits contained herein with respect to the Option exercise period or the period within which the Property must be purchased following exercise of the Option.

6. Events Giving Rise to Right to Exercise Option. The City shall have the right to exercise the Option upon the occurrence of any of the following events (each, an "Option Event"):

(a) Receipt of a Notice of Intent to Transfer;

(b) Any actual, attempted or pending sale, conveyance, transfer, lease or other attempted disposition of the Property or of any estate or interest therein, except as provided in Section 4.3.1;

(c) Any actual, attempted or pending encumbrance of the Property, including without limitation by mortgage, deed of trust, judgment lien, mechanics lien, or tax or other lien, except as provided in Section 4.4 and the subsections thereof;

(d) Recordation of a notice of default and/or notice of sale pursuant to California Civil Code section 2924 (or successor provisions) under any deed of trust or mortgage with a power of sale encumbering the Property;

(e) Commencement of a judicial foreclosure proceeding regarding the Property;

(f) Execution by Owner of any deed in lieu of foreclosure transferring ownership of the Property;

(g) Commencement of a proceeding or action in bankruptcy, whether voluntary or involuntary, pursuant to Title 11 of the United States Code or any other bankruptcy statute, or any other insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship, concerning the Owner; or

(h) The occurrence of an Event of Default as described in Section 23.1.

7. Notice of Intended Transfer; Consent to Transfer; Exercise of Option.

7.1 Notice of Intent to Transfer. If Owner desires to sell, convey, transfer, lease, encumber or otherwise convey the Property or any estate or interest therein (other than pursuant to Sections 4.3.1, 4.4.1 through 4.4.3), Owner shall deliver written notice to City of such intent ("Notice of Intent to Transfer") by certified mail not less than 45 days prior to the date of such proposed sale, conveyance, transfer, lease, encumbrance or disposition. The Notice of Intent to Transfer shall state the street address of the Property, Owner's full name or names, the address and telephone number at which Owner may be contacted if not at the Property; and shall be delivered personally or deposited in the United States mail, postage prepaid, certified-return receipt requested, addressed to the City of Dublin, 100 Civic Plaza, Dublin, California 94568, Attn: Housing Division. The Notice of Intent to Transfer shall be in substantially the form attached hereto as Exhibit B or such substitute form in use by City at such time. In the case of a proposed sale of the Property to an identified prospective purchaser, the Owner shall submit to the City, together with the Notice of Intent to Transfer, a copy of the prospective purchaser's income certification, and all other information reasonably requested by City to establish that the prospective purchaser is an Eligible Household, in a form approved by the City, along with the income certification to be provided to any lender making a loan to the prospective purchaser, a copy of the proposed sales contract and all related documents setting forth the terms of sale, the name of the title company and escrow information. The City or its authorized designee may require the prospective purchaser to provide documentation evidencing and supporting the income and other financial information contained in the certifications.

7.2. Notice of Exercise. Upon the occurrence of any Option Event, the City may exercise its Option by delivering, within the time period specified in Section 7.4, notice ("Notice of Exercise") to Owner of City's intent to exercise the Option. The Notice of Exercise may be in the form attached hereto and incorporated herein as Exhibit C or in such other form as the City may from time to time adopt. The Notice of Exercise shall be delivered by deposit in the United States mail, postage prepaid, first-class, addressed to Owner at the Property, or at such other address as may be indicated on the Notice of Intent to Transfer, and delivery shall be deemed effective five (5) calendar days following the date of deposit. If the Option Event relates to the potential foreclosure of a mortgage, then the City shall also deliver the Notice of Exercise to the mortgagee or beneficiary under such mortgage, at such mortgagee's or beneficiary's address of record in the Official Records of Alameda County and the City shall not complete the purchase of the Property if the default is cured within the time periods permitted by law.

7.3 Notice of Consent to Transfer. If the Option Event involves a transfer of the Property and the City does not exercise the Option, the City may consent to the transfer ("Consent to Transfer") provided all of the following requirements are satisfied: (i) the proposed purchaser qualifies as an Eligible Household; (ii) the sale of the Property is at a price not to exceed the Adjusted Resale Price; (iii) the proposed purchaser executes a Disclosure Statement in

the form attached hereto as Exhibit D or such other form or forms as may be promulgated by the City; (iv) the proposed purchaser executes an agreement substantially similar to this Agreement in a form approved by the City and such substitute agreement is recorded in the Official Records of Alameda County concurrently with the close of escrow for the sale of the Property (provided however, the Term of the Resale Restrictions and the Option will be for that portion of such term remaining as of the date of close of escrow for the sale of the Property to the prospective purchaser); (v) if the proposed purchaser will be obtaining a Program loan, the proposed purchaser executes and delivers a promissory note in form approved by City and the proposed purchaser executes a deed of trust substantially in the form of the Deed of Trust in a form approved by the City and such deed of trust is recorded concurrently with the close of escrow for the sale of the Property; and (vi) if the proposed purchaser will not be obtaining a Program loan, the proposed purchaser executes a Performance Deed of Trust in form provided by City and such Performance Deed of Trust is recorded concurrently with the close of escrow for the sale of the Property. The Performance Deed of Trust will secure the performance of the resale, refinancing, and occupancy restrictions set forth herein, the other obligations of the Property owner, and the obligation for payment of the City's Equity Share in connection with the first sale of the Property following the expiration of the Term of the Resale Restrictions and Option.

If the prospective purchaser (i) fails to qualify as an Eligible Household, or (ii) fails to execute and deliver any of the required documents specified above within the time period set forth in the Consent to Transfer, then the Consent to Transfer shall expire, and the City may, at its option, either notify Owner of the disqualification, thereby entitling Owner to locate another purchaser who qualifies as Eligible Household, or City may exercise the Option, as if no Consent to Transfer had been delivered.

7.4 Time Period for Notice. The City shall deliver a Consent to Transfer, if applicable, not later than thirty (30) days after the date that it receives notification of an Option Event. The City shall deliver a Notice of Exercise, if applicable, on or before the date which is the later to occur of the following: (i) thirty (30) days after the date that the City receives notification of an Option Event or (ii) fifteen (15) days after a Consent to Transfer has expired; provided, however, that if the City delivers a Notice of Exercise to Owner upon occurrence of an Option Event described in Paragraphs 3.c.iv, 3.c.v, or 3.c.vi, the City shall deliver the Notice of Exercise on or before sixty (60) days after the date that the City receives notice of the Option Event, and the City or its assignee shall close escrow for the purchase of the Property no later than 90 days after the date the City receives notification of such Option Event, unless extended by mutual agreement of Owner and the City. For purposes of computing commencement of the delivery periods, the City shall be deemed to have received notification of an Option Event on the date of delivery of a Notice of Intent to Transfer, pursuant to the terms of Paragraph 17 below or on the date it actually receives notice of default, summons and complaint or other pleading, or other writing specifically stating that an Option Event has occurred. The City shall have no obligation to deliver a Notice of Exercise or Consent to Transfer, and the applicable time period for exercise of the Option shall not commence to run, unless and until the City has received notification of an Option Event in the manner specified in this subparagraph. If there is a stay or injunction imposed by court order precluding the City from delivering its Consent to Transfer or Notice of Exercise within the applicable time period, then the running of such period shall cease until such time as the stay is lifted or the injunction is dissolved and the City has been given written notice thereof, at which time the period for delivery of a Consent to Transfer or Notice of Exercise shall again begin to run.

7.5 No Waiver. If the City in its sole discretion determines not to exercise the Option in any particular instance, or fails to deliver a Notice of Exercise or Consent to Transfer within the time periods set forth in Section 7.4, such determination or failure shall not affect City's rights to exercise the Option upon the occurrence of any future Option Event.

7.6 Payment of Excess Sale Proceeds.

7.6.1 Upon Sale in Violation of Agreement. If Owner sells or otherwise transfers the Property in violation of the price restrictions set forth herein, and if City chooses not to exercise its Option, then City shall be entitled to receive from Owner without any deduction, offset or recoupment, one hundred percent (100%) of the difference (the "Excess Sale Proceeds") between (a) the actual sales price net of reasonable and

customary real estate commissions paid (such commissions not to exceed six percent (6%) of the actual sales price), and (b) the Adjusted Resale Price, calculated as of the earlier of (i) the date of close of escrow for the sale of the Property to the third party, or (ii) the date the City receives Notice of Intent to Transfer pursuant to Section 7.1. This amount shall be a debt of Owner to City and shall be evidenced by the Note in addition to all other sums payable pursuant to the Note, and shall be secured by the Deed of Trust. Owner acknowledges that City shall have no obligation to reconvey the Deed of Trust or this Agreement unless and until the Excess Sale Proceeds are paid to City. City shall use the Excess Sale Proceeds for affordable housing programs. The Owner acknowledges that the formula used to determine the amount of the Excess Sale Proceeds is intended to cause Owner to receive the same or less net sale proceeds from the unrestricted sale of the Property as Owner would have received if the Property had been sold to an Eligible Household at the price permitted pursuant to this Agreement.

7.6.2 Upon Foreclosure. If the Property is sold at a foreclosure sale and the proceeds of such sale are distributed to Owner, any surplus of proceeds remaining after payment of the senior liens and encumbrances on the Property shall be distributed as follows: that portion of the surplus up to, but not to exceed, the net amount Owner would have received pursuant to Sections 12 and 13 had the City exercised its Option on the date of such sale shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to the City.

8. Right to Reinstatement. If the Option Event is the recordation of a notice of default, then the City shall be deemed to be Owner's successor in interest under California Civil Code Section 2924c (or successor section) solely for purposes of reinstatement of any mortgage on the Property that has led to the recordation of the notice of default. As Owner's deemed successor in interest, the City shall be entitled to pay all amounts of principal, interest, taxes, assessments, homeowners' association fees, insurance premiums, advances, costs, attorneys' fees and expenses required to cure the default. If the City exercises the Option, then any and all amounts paid by the City pursuant to this Section shall be treated as Adjustments to the Base Resale Price for the Property, as defined in Section 13, below.

9. Inspection of Property. After receiving a Notice of Intent to Transfer or delivering a Notice of Exercise, the City shall be entitled to inspect the Property one or more times prior to the close of escrow to determine the amount of any Adjustments to the Base Resale Price. Before inspecting the Property, the City shall give Owner not less than forty-eight (48) hours written notice of the date, time and expected duration of the inspection. The inspection shall be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding court holidays, unless the parties mutually agree in writing to another date and time. Owner shall make the Property available for inspection on the date and at the time specified in the City's request for inspection.

10. Escrow. Promptly after delivering a Notice of Exercise, the City shall open an escrow with a title company of City's choosing. Close of escrow shall take place on the date which is the later to occur of the following: (a) sixty (60) days after a Notice of Exercise has been delivered, or (b) ten (10) days after Owner has performed all acts and executed all documents required for close of escrow; provided however, if the City exercises the Option upon the occurrence of an Option Event described in Sections 6(d) – (f) close of escrow shall take place no later than 90 days after the date the City receives notification of such Option Event. Prior to the close of escrow, the City shall deposit into escrow, the Adjusted Resale Price and all escrow fees and closing costs to be paid by City. Commissions (not to exceed 6% of the actual sales price), costs and title insurance premiums shall be paid pursuant to the custom and practice in the County of Alameda at the time of the opening of escrow, or as may otherwise be provided by mutual agreement. Owner agrees to perform all acts and execute all documents reasonably necessary to effectuate the close of escrow and transfer of the Property to the City.

11. Proceeds of Escrow; Removal of Exceptions to Title. Prior to close of escrow, Owner shall cause the removal of all exceptions to title to the Property that were recorded after the Effective Date with the exception of (i) non-delinquent taxes for the fiscal year in which the escrow closes, which taxes shall be prorated as between Owner and City as of the date of close of escrow, (ii) quasi-public utility, public alley, public street easements, sidewalks, and rights

of way of record, and (iii) such other liens, encumbrances, reservations and restrictions as may be approved in writing by City ("Permitted Exceptions"). The purchase price deposited into escrow by the City shall be applied first to the payoff of the permitted encumbrances (as described in Section 4.4 and the subsections thereof) recorded against the Property in order of lien priority, and thereafter to the payment of Owner's share of escrow fees and closing costs. Any amounts remaining after the purchase price has been so applied, if any, shall be paid to Owner upon the close of escrow. If the purchase price is insufficient to satisfy all liens and encumbrances recorded against the Property, the Owner shall deposit into escrow such additional sums as may be required to remove such liens and encumbrances. In the event that the City agrees to proceed with close of escrow prior to the date that Owner has caused all exceptions to title other than Permitted Exceptions to be removed, then Owner shall indemnify, defend and hold City harmless from any and all costs expenses or liabilities (including attorneys' fees) incurred or suffered by City that relate to such exceptions and their removal from title to the Property.

12. Base Resale Price. Prior to adjustment pursuant to Section 13 the base resale price ("Base Resale Price") of the Property shall be the lesser of:

(a) Indexed Value. The Indexed Value of the Property means the original price paid by the Owner for acquisition of the Property which the Parties agree is the sum of **sale amount written dollars ($000,000)** (the "Base Price"), increased (but not decreased) by an amount, if any, equal to the Base Price multiplied by the percentage increase in the Area Median Income between the Effective Date and the date that the City receives notification of an Option Event.

(b) Fair Market Value. The Fair Market Value of the Property means the value of the Property as determined by a qualified appraiser, certified by the State of California, selected and paid for by Owner and approved in writing by the City. Nothing in this Section shall preclude the Owner and the City from establishing the Fair Market Value by mutual agreement instead of by appraisal.

13. Adjustments to Base Resale Price. Subject to the Affordable Unit Cost restriction described in subsection (d) below, the Base Resale Price shall be increased or decreased, as applicable, by the following adjustment factors ("**Adjustments**"):

(a) Capital Improvements. An increase for Eligible Capital Improvements (as defined in Section 14) made to the Property, but only if the amount of such improvements has been previously approved in writing by the City after Owner has submitted original written documentation of the cost to the City for verification. The amount of the Adjustment shall equal the original cost of any such Eligible Capital Improvements.

(b) Damage. A decrease by the amount necessary to repair damage to the Property, if any, and to place the Property into saleable condition as reasonably determined by the City upon City's exercise of its Option hereunder, including, without limitation, amounts attributed to cleaning; painting; replacing worn carpeting and draperies; making necessary structural, mechanical, electrical and plumbing repairs; and repairing or replacing built-in appliances and fixtures. Owner covenants to, at Owner's expense, maintain the Property in the same condition as in existence on the date of City's Notice of Exercise, reasonable wear and tear excepted.

(c) Advances by the City. A decrease in an amount equal to the sum of all costs advanced by the City for the payment of mortgages, taxes, assessments, insurance premiums, homeowner's association fees and/or associated late fees, costs, penalties, interest, attorneys' fees, pest inspections, resale inspections, fixing violations of applicable building, plumbing, electric, fire, or other codes, and other expenses related to the Property, which Owner has failed to pay or has permitted to become delinquent.

(d) Adjusted Resale Price Not to Exceed Affordable Unit Cost. The Base Resale Price as adjusted by the factors set forth in this Section 13, is herein referred to as the "Adjusted Resale Price." Notwithstanding any other provision hereof to the contrary, in no event shall the Adjusted Resale Price exceed the Affordable Unit Cost.

14. Eligible Capital Improvements. In the exercise of reasonable discretion in accordance with the Guidelines to the Inclusionary Ordinance Regulations adopted by the City from time to time, the City will approve capital improvements that will improve adverse health and safety conditions. To receive such approval, the Owner must submit evidence to the City showing the purpose and cost of the capital improvements. If the City approves the capital improvements they shall be deemed "Eligible Capital Improvements."

15. Priority of this Agreement and Effectiveness of the Option.

(a) Recordation. This Agreement shall be recorded in the Official Records of Alameda County on or as soon as practicable after the Effective Date. The Option shall have priority over any subsequent sale, conveyance, transfer, lease, or other disposition or encumbrance of the Property, or of any estate or interest therein, and in the event of exercise of the Option by City, the City shall take the Property subject only to Permitted Exceptions. As further described in Section 16, the exercise of the Option by the City at any time and from time to time shall not extinguish the Option or cause a merger of the Option into any estate or other interest in the Property, and the Option shall continue to exist and be effective with respect to the Property against any and all subsequent owners exercisable by City in accordance with the terms and conditions hereof.

(b) Request for Notice of Default. The City shall file a Request for Notice of Default for recordation in the Official Records of Alameda County promptly upon execution of this Agreement (see Exhibit E).

(c) Subordination. The City agrees that in order to assist qualified purchasers to secure purchase money financing for the acquisition of the Property, the City will enter into a subordination agreement with a senior purchase money lender to subordinate this Agreement under such terms as the City and the senior purchase money lender shall negotiate. Any subordination agreement to be executed by City shall include notice and cure rights for City regarding any defaults in the mortgage to which the City is subordinating.

16. Survival of Option Upon Transfer.

(a) In General. The City's right to exercise the Option shall survive any transfer of the Property by Owner. Each transferee, assignee or purchaser of the Property during the Term of the Resale Restrictions and Option shall be required to assume the obligations hereunder or to execute an agreement substantially in the form of this Agreement; provided however, any such new agreement shall specify that the term of the Option and the resale, refinancing and other restrictions set forth herein shall endure for the number of years remaining in the Term of the Resale Restrictions and Option as of the date of any such transfer, assignment, or sale. The City may exercise the Option at any time during the Term of the Resale Restrictions and Option upon the occurrence of an Option Event, regardless of whether the Property is owned, possessed or occupied by (i) an Eligible Household, (ii) a successor, transferee, assignee, heir, executor, or administrator of an Eligible Household, including a debtor-in-possession, debtor or trustee pursuant to Title 11 of the United States Code, or (iii) any person owning, possessing or occupying the Property who does not meet the eligibility criteria established by the City under the Program. Notwithstanding the foregoing, the Option shall not survive (a) the sale and transfer of the Property to a third-party purchaser under a judicial or non-judicial foreclosure or a deed-in-lieu of foreclosure pursuant to a mortgage or deed of trust recorded against the Property senior in priority to this Agreement, provided that the City has received timely

notice of such Option Event and has failed to either reinstate the mortgage or deed of trust or complete the purchase of the Property pursuant to the exercise of the Option prior to the date of the foreclosure sale, or (b) the recordation of an instrument conveying Owner's interest in the Property to the City or its assignee.

(b) CalHFA Mortgages. If Owner has acquired the Property using financing secured by a mortgage held by the California Housing Finance Agency (CalHFA), then the Option shall automatically terminate if title to the Property is transferred by a foreclosure conducted on behalf of CalHFA or by a deed-in-lieu of such foreclosure, or if the insured mortgage is assigned to CalHFA, provided that the City has received timely notice of such Option Event (which notice may include a notice of default recorded pursuant to California Civil Code Section 2924 or successor provision).

17. Voidable Transfers. Any actual or attempted sale, conveyance, transfer or other disposition of the Property or of any estate or interest therein, in violation of the terms and conditions of this Agreement, shall be voidable at the election of the City.

18. Limits on Liability. In no event shall the City become liable or obligated in any manner to Owner by reason of the assignment of this Agreement or the Option, nor shall City be in any way liable or obligated to Owner for any failure of the City's assignee to consummate a purchase of the Property or to comply with the terms of this Agreement or the Option, or any escrow instructions or agreement for the purchase of the Property.

19. Insurance Proceeds and Condemnation Awards. If the Property is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild the Property, or, in the event of condemnation, if the proceeds thereof are distributed to Owner, any surplus of proceeds remaining after payment of the senior liens and Permitted Encumbrances shall be distributed as follows: that portion of the surplus up to, but not to exceed, the net amount Owner would have received pursuant to Sections 12 and 13 had the City exercised its Option on the date of the destruction or the condemnation valuation date shall be distributed to Owner, and the balance of such surplus, if any, shall be distributed to the City.

20. Covenants Running with the Land.

A. Owner hereby subjects the Property to the covenants and restrictions set forth in this Agreement. Owner hereby declares its express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon all parties having any interest in the Property throughout the Term of the Resale Restrictions and Option. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Agreement regardless of whether the other party or parties to such contract have actual knowledge of this Agreement.

B. The Owner and the City hereby declare their understanding and intent that: (i) the covenants and restrictions contained in this Agreement shall be construed as covenants running with the land pursuant to California Civil Code Section 1468 and not as conditions which might result in forfeiture of title by Owner; (ii) the burden of the covenants and restrictions set forth in this Agreement touch and concern the Property in that the Owner's legal interest in the Property may be rendered less valuable thereby; and (iii) the benefit of the covenants and restrictions set forth in this Agreement touch and concern the land by enhancing and increasing the enjoyment and use of the Property by Eligible Households who may purchase the Property, the intended beneficiaries of such covenants and restrictions.

C. All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Owner for the benefit of the City and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect,

without regard to whether the City is an owner of any land or interest therein to which such covenants and restrictions relate.

21. Owner's Acknowledgement of Resale Restriction.

Owner hereby acknowledges and agrees that:

A. Owner hereby subjects the Property to certain restrictions, and limits the price for which Owner may sell the Property and the persons to whom Owner may sell the Property. The resale price limitations, and other provisions contained in this Agreement, restrict the full benefits of owning the Property; Owner may not enjoy the same economic or other benefits from owning the Property that Owner would enjoy if this Agreement did not exist.

B. Absent the provisions of the Program and the provisions of this Agreement, the Property could not be made available to Eligible Households, including Owner, at an affordable price.

C. Owner has read and understands all of the provisions of this Agreement. Owner accepts and agrees to the provisions of this Agreement and understands that this Agreement (including without limitation the effectiveness of the Resale Restrictions and the City's Option) will remain in full force in perpetuity despite any Transfer of the Property.

D. OWNER UNDERSTANDS THAT THE DETERMINATION OF THE MAXIMUM AFFORDABLE RESALE PRICE OF THE PROPERTY TO AN ELIGIBLE HOUSEHOLD CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INCREASES IN MEDIAN INCOME, MORTGAGE INTEREST RATES, PROPERTY TAXES AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED AND THAT THE SALES PRICE PERMITTED HEREUNDER MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE PROPERTY THE PRIMARY OBJECTIVE OF THE CITY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO ELIGIBLE HOUSEHOLDS AT AFFORDABLE HOUSING COST. THE MAXIMUM RESTRICTED RESALE PRICE WILL ALMOST CERTAINLY BE LESS THAN OTHER SIMILAR PROPERTIES THAT HAVE NO RESTRICTIONS.

_____ _____
initialed by Owner(s)

22. Equity Share Payable Upon First Transfer After Expiration of Restrictions and Option. The restrictions set forth in this Agreement and the Option shall remain in effect for a period of fifty-five (55) years commencing on the Effective Date. Notwithstanding the expiration of such conditions at the end of such term, upon the first transfer of the Property occurring after the expiration of the Term of the Resale Restrictions and Option, Owner (or Owner's successor in interest) shall pay to City an amount (the "City's Equity Share") equal to twenty-five percent (25%) of the difference between (a) the actual sales price net of reasonable and customary real estate commissions paid (such commissions not to exceed six percent (6%) of the actual sales price), and (b) the Adjusted Resale Price as determined for the date of the expiration of the Term of the Resale Restrictions and Option. The City 's Equity Share shall be paid to the City concurrently with close of escrow for the sale of the Property, or upon Owner's receipt of the sale proceeds, whichever shall first occur. The requirement to pay the City's Equity Share shall survive the expiration of the Term of the Resale Restrictions and Option. Following completion of a sale and payment of the City's Equity Share in compliance with this Section 22, this Agreement shall terminate, and City shall release and reconvey this Agreement.

23. Default and Remedies.

23.1 Events of Default. The following shall constitute the occurrence of an Event of Default hereunder, and shall entitle City to exercise the Option or to pursue any other remedy provided herein or at law or in equity:

(i) Owner's failure to use the Property as Owner's Principal Residence;

(ii) The sale, conveyance, or other transfer of the Property (including a foreclosure sale) if the remaining ownership interest of the Owner in the Property is less than fifty percent (50%), except as provided in Section 4.3.1.

(iii) A default occurs under the terms of a senior deed of trust and such default is not cured within sixty (60) days following the recordation of notice of default under the senior deed of trust.

(iv) Owner refinances the Property in violation of this Agreement.

(v) Owner fails to observe or perform any covenant, condition, or agreement to be observed or performed by Owner pursuant to the City Documents, including but not limited to failure to pay indebtedness, failure to pay property taxes, or failure to maintain insurance, and such breach remains uncured beyond the expiration of any applicable cure period.

23.2 Specific Performance. Owner acknowledges that any breach in the performance of its obligations under this Agreement shall cause irreparable harm to the City. Owner agrees that the City is entitled to equitable relief in the form of specific performance, including without limitation, upon City's exercise of the Option, and that an award of damages shall not be adequate to compensate the City for Owner's failure to perform according to the terms of this Agreement.

23.3. Other Remedies. City shall be entitled to pursue any other remedy provided for at law or equity, all of which shall be cumulative, including without limitation, the acceleration of the Note, and the pursuit of any remedy available pursuant to the City Documents, including foreclosure of the Deed of Trust.

24. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

a. personal delivery, in which case notice shall be deemed delivered upon receipt;

b. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

c. nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

d. facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

City: City of Dublin
c/o Housing Division
100 Civic Plaza
Dublin, California 94568

Owner: Borrower(s)
Mailing Address
Dublin, CA 94568

25. General Provisions.

a. Attorneys' Fees. If either party initiates legal proceedings to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs in additions to any other recovery to which it is entitled under this Agreement.

b. No Joint Venture; No Third-Party Beneficiary. No joint venture or other partnership exists or is created between the Parties by virtue of this Agreement. Except as expressly stated herein, this Agreement is not intended to benefit any third party.

c. Successors; Assignment. This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, executors, administrators, successors and assigns. City shall have the right to assign any or all of its rights and obligations under this Agreement without the consent of Owner.

d. Entire Agreement; Amendment. This Agreement together with the Note and the Deed of Trust constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all other prior negotiations, correspondence, understandings and agreements with respect thereto. There are no representations, promises, agreements or other understandings between the parties relating to the subject matter of this Agreement that are not expressed herein. This Agreement may be modified only by an instrument in writing executed by the parties or their respective successors in interest.

e. Survival; No Merger. All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the close of escrow of any sale of the Property and shall not be merged in any deed transferring the Property.

f. Authority and Execution. Each party represents and warrants that it has full power and authority to enter into this Agreement and to undertake all of its obligations hereunder, that each person executing this Agreement on its behalf is duly and validly authorized to do so.

g. Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

h. Waiver; Modification. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of any party hereunder, unless such waiver or modification is in a duly executed writing. The provisions of this section may not be waived except as herein set forth. A waiver or breach of any covenant, condition or provision of this Agreement shall not be deemed a waiver of any other covenant, condition or provision hereof.

i. Construction. The section headings and captions used in this Agreement are for convenience of reference only and shall not modify, define, limit or amplify any of the terms or provisions hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

j. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of California.

k. Time of the Essence. Time is of the essence in this Agreement as to each provision in which time is an element of performance.

l. Further Assurances. Each party will, upon reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intent and purpose of this Agreement.

m. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all which together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OWNER(S):

_____
Borrower

CITY:
City of Dublin, a California municipal corporation

_____
City Manager

ATTEST:

_____
City Clerk

SIGNATURES MUST BE NOTARIZED

NOTARY ACKNOWLEDGEMENT

[To be inserted]

CERTIFICATE OF ACCEPTANCE

(Pursuant to Government Code §27281)

This is to certify that the interest in real property conveyed by the Resale Restriction Agreement and Option to Purchase dated **Date of signing** from **Borrowers** to the City of Dublin, a California municipal corporation, is hereby accepted by the undersigned office or agent on behalf of the City of Dublin pursuant to authority conferred by the Resolution No. 24-87 dated April 13, 1987; and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

_____
City Manager

Attest:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION [Insert Here]

EXHIBIT B

FORM OF NOTICE OF INTENT TO TRANSFER

To: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: City Clerk

Date: _____

Re: Notice of Intent to Transfer

Pursuant to the terms of the Resale Restriction Agreement and Option to Purchase, dated **date of signing**, the undersigned Owner(s), **Borrower(s)**, hereby give(s) notice of his/her/their intent to transfer the property located at **Property Address, Dublin, California 94568** (the "Property"). Owner may be contacted at the Property or at the following address:

_____ Telephone: _____

_____

_____

Email: _____

If applicable: The proposed transfer of the Property is to the following person(s):

Name: _____

Address: _____

_____

Telephone: _____

The proposed transfer is (check one):

☐ Sale

☐ Other Specify: _____

Owner(s) signature(s):

_____ _____
Signature Signature

_____ _____
Print Name Print Name

EXHIBIT C

FORM OF NOTICE OF EXERCISE

Date: _____

To (Owner/Transferee): _____

Address: _____

_____

Re: Notice of Exercise

The City of Dublin (" **City**") hereby gives notice that it is exercising its option to purchase the real property located at **Property Address, Dublin, California 94568**. The option has been granted to the City pursuant to the Loan, Occupancy, Refinancing and Resale Restriction Agreement with Option to Purchase executed by and between Owner and the City dated as of **Date of Signing** and recorded on_____ as Instrument No. 201XXXXXXX (the City has assigned its option to purchase the real property to _____).

An escrow for the purchase will be opened with _____ Title Company.
.

Dated: _____

CITY OF DUBLIN

_____
By:
Its:

EXHIBIT D

FORM OF DISCLOSURE STATEMENT

THERE ARE RESTRICTIONS ON THE SALE AND REFINANCING OF THE PROPERTY YOU ARE BUYING. EXCEPT FOR A TRANSFER OF THE PROPERTY TO THE CITY OF DUBLIN ("**CITY**") FOLLOWING EXERCISE OF CITY'S OPTION TO PURCHASE, THIS PROPERTY MAY ONLY BE SOLD TO AN "**ELIGIBLE HOUSEHOLD**" AT A PRICE NOT TO EXCEED THE ADJUSTED RESALE PRICE WHICH IS CAPPED AT AN "**AFFORDABLE UNIT COST**." THIS MEANS THAT YOU MAY NOT SELL THE PROPERTY FOR MARKET VALUE TO WHOMEVER YOU LIKE.

IN ADDITION, THIS PROPERTY IS REQUIRED TO BE OWNER-OCCUPIED AND MAY NOT BE LEASED OR RENTED TO THIRD PARTIES.

THESE RESTRICTIONS WILL BE IN EFFECT UNTIL **30 years/ 55 years from original owner's signing date or perpetually**.

ANY SALE OF THE PROPERTY IN VIOLATION OF THE RESTRICTIONS SET FORTH IN THE LOAN, OCCUPANCY, REFINANCING AND RESALE RESTRICTION AGREEMENT WITH OPTION TO PURCHASE ("RESALE RESTRICTION AGREEMENT") WHICH HAS BEEN RECORDED AGAINST THE PROPERTY, SHALL BE VOIDABLE AT THE ELECTION OF THE CITY, AND SHALL ENTITLE THE CITY TO EXERCISE ITS OPTION TO PURCHASE THE PROPERTY.

TO DETERMINE WHO AN ELIGIBLE HOUSEHOLD IS, AND WHAT THE ADJUSTED RESALE PRICE AND AFFORDABLE UNIT COST ARE, YOU SHOULD CONTACT THE HOUSING DIVISION OF THE CITY OF DUBLIN.

YOU SHOULD READ THE RESALE RESTRICTION AGREEMENT. YOU MAY OBTAIN A COPY FROM THE CITY OF DUBLIN OR FROM THE ESCROW COMPANY.

YOU SHOULD ALSO BE AWARE THAT A DEED OF TRUST HAS BEEN RECORDED AGAINST THE PROPERTY TO ENSURE COMPLIANCE WITH THE RESALE RESTRICTION AGREEMENT. YOU MAY OBTAIN COPIES OF THE DEED OF TRUST FROM THE CITY OF DUBLIN OR FROM THE ESCROW COMPANY.

IN CONNECTION WITH THE PURCHASE OF THIS PROPERTY, YOU WILL BE REQUIRED TO ASSUME THE OWNER'S OBLIGATIONS UNDER THE RESALE RESTRICTION AGREEMENT OR TO EXECUTE A SUBSTANTIALLY SIMILAR DOCUMENT.

I HAVE READ THE FOREGOING AND I UNDERSTAND WHAT IT MEANS.

Borrower	Borrower

EXHIBIT E

FORM OF REQUEST FOR NOTICE OF DEFAULT

Recording requested by and when recorded mail to: City of Dublin 100 Civic Plaza Dublin, CA 94568 Attn: City Clerk EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383	

(Space Above This Line For Recorder's Use Only)

Escrow Number:
Loan Number:

REQUEST FOR NOTICE UNDER SECTION 2924b CIVIL CODE

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. **201XXXXXXX** recorded concurrent herewith in the Official Records of Alameda County, California, and describing land therein as **Address, Dublin, California 94568**:

(See attached legal description)

Executed by **Owner(s)**, as Trustor, in which **Bank** is named as Lender, with **Trustee** as Trustee, and **Beneficiary** as Beneficiary, be mailed to the *City of Dublin, 100 Civic Plaza, Dublin, California 94568, Attn.: City Manager*

By: _____
City Manager

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Recording requested by and when recorded mail to:

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

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's Use

DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE FILING AND SECURITY AGREEMENT

City of Dublin First-Time Homebuyer Program
(Inclusionary Units)

THERE ARE RESTRICTIONS ON THE USE OF THE PROPERTY ENCUMBERED BY THIS DEED OF TRUST. THERE ARE LIMITATIONS ON THE EXTENT TO WHICH THIS PROPERTY MAY BE ENCUMBERED BY JUNIOR FINANCING AND UPON TRUSTOR'S RIGHTS TO REFINANCE EXISTING MORTGAGES. THE SALE OF THIS PROPERTY IS LIMITED TO INCOME-ELIGIBLE HOUSEHOLDS AT A RESTRICTED PRICE PURSUANT TO THE CITY OF DUBLIN FIRST-TIME HOMEBUYER PROGRAM. CERTAIN OBLIGATIONS OF THE TRUSTOR SURVIVE THE REPAYMENT OF THE LOAN SECURED BY THIS INSTRUMENT.

This Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement ("Deed of Trust") is made as of **DATE** ("Effective Date") by **BORROWER** (collectively, "Trustor") to **TITLE COMPANY** (the "Trustee") whose business address is **TITLE COMPANY ADDRESS** for the benefit of **The City of Dublin** a municipal corporation ("Beneficiary").

WHEREAS, Trustor is the owner of the real property located at **PROPERTY ADDRESS** in the City of Dublin, Alameda County, California, 94568 and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, to assist Trustor in the acquisition of such property, Beneficiary provided a low-interest, deferred payment loan in the original principal amount of **LOAN AMOUNT 00/100 Dollars ($00.00)** (the "Loan") funded by Beneficiary's First-Time Homebuyer Program;

WHEREAS, in connection with the Loan, Trustor and Beneficiary entered into a Loan, Occupancy, Refinancing and Resale Restriction Agreement with Option to Purchase dated as of the Effective Date and recorded in the Official Records of Alameda County substantially concurrently herewith (the "Resale Restriction Agreement"), and Trustor executed and delivered to Beneficiary a Secured Promissory Note dated as of the Effective Date (the "Note"); and

WHEREAS, among other provisions, the Resale Restriction Agreement provides that (i) the Property may be sold only to an Eligible Household at a restricted affordable price (as such terms are defined in the

Resale Restriction Agreement, (ii)Trustor and subsequent owners of the Property are obligated to use the Property as their Principal Residence (as defined in the Resale Restriction Agreement); (iii) there are restrictions on the ability of Trustor and subsequent Property owners to encumber and refinance the Property; (iv) Beneficiary has an option to purchase the Property upon the occurrence of specified events, including without limitation, the occurrence of an Event of Default under the Resale Restriction Agreement or the receipt of a Notice of Intent to Transfer the Property (as defined in the Resale Restriction Agreement); and (v) an equity share is payable to Beneficiary upon the first sale or other conveyance of the Property following the expiration of the term of the resale price restrictions.

NOW THEREFORE, to secure repayment of the Loan and the full and timely performance of Trustor's obligations under the Note and the Resale Restriction Agreement, it is agreed as follows.

1. **Grant in Trust**. Trustor, in consideration of the indebtedness herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of Trustor's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property located at **PROPERTY ADDRESS** in Dublin, California in the County of Alameda and the State of California, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference(the "Land"); (b) all buildings, improvements and fixtures now or hereafter erected on the Property and all replacements and additions thereto ("Improvements"); (c) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto ("Appurtenances"); (d) all fixtures now or hereafter attached to or used in and about the Property or the Improvements or hereafter located or constructed on the Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the Improvements in any manner ("Fixtures and Equipment"); and (e) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property ("Leases") and all rents or other payments which may now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("Rents") (whether or not such Leases and Rents are permitted pursuant to the Resale Restriction Agreement).

All of the above-referenced Property, Improvements, Appurtenances, Fixtures and Equipment, Leases and Rents are herein referred to collectively as the "Property."

2. **Obligations Secured**. This Deed of Trust is given for the purpose of securing payment and performance of all of the following (the "Secured Obligations"): (i) all present and future indebtedness evidenced by the Note (including all principal, interest, shared appreciation and all other amounts payable pursuant to the Note) and all amendments, modifications, extensions and renewals of the Note; (ii) all present and future obligations of Trustor set forth in this Deed of Trust or in the Resale Restriction Agreement; (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all modifications, supplements, amendments, renewals, and extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust. Certain obligations set forth in the Resale Restriction Agreement survive the repayment of the Note, and this Deed of Trust secures such surviving obligations, which include, without limitation: the restrictions upon resale price and refinancing set forth in the Resale Restriction Agreement, and the obligation to pay an equity share payment to Beneficiary upon the first sale of the Property following the expiration of the resale price restrictions set forth in the Resale Restriction Agreement.

3. **Assignment of Rents, Issues, and Profits**. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Subject to the prohibition on the lease or rental of the Property as set forth in the Resale Restriction Agreement, Beneficiary hereby confers upon Trustor a license to collect and retain such rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it , and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

4. **Fixture Filing**. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the Uniform Commercial Code ("UCC") with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Alameda County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC. The full name of Trustor and the mailing address of Trustor are set forth in Section 9.7 of this Deed of Trust.

5. TRUSTOR REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1. **Trustor's Estate**. Trustor represents and covenants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property. Trustor agrees to warrant and defend generally the title of the Property against all claims and demands subject to any declarations, easements, or

restrictions listed in the schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the Property.

5.2 **Repayment of Sums Owed under Note and Resale Restriction Agreement**. Trustor will promptly pay to Beneficiary when due all sums payable under the Note and the Resale Restriction Agreement, including all principal, interest and other sums payable thereunder.

5.3 **Performance of Covenants.** Trustor will observe and perform all of Trustor's covenants and agreements set forth in the Resale Restriction Agreement, the Note, this Deed of Trust and all other instruments secured by the Property.

5.4 **Maintenance of the Property**. Trustor agrees (a) to keep the Property in good repair and in decent, safe, sanitary, tenantable condition and repair and permit no waste thereof; (b) not to commit or suffer to be done or exist on or about the Land any condition causing the Property to become less valuable; (c) to repair, restore or rebuild promptly any buildings or improvements on the Land that may become damaged or be destroyed while subject to the lien of this Deed of Trust; (d) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; and (e) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Beneficiary's written consent. If there arises a condition in contravention of this Section, and if the Trustor has not cured such condition within thirty (30) days after receiving a Beneficiary notice of such a condition, then in addition to any other rights available to the Beneficiary, the Beneficiary shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property to recover its cost of cure.

5.5 **Appear and Defend**. Trustor shall appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of the Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the Beneficiary or Trustee may appear, and in any suit brought by the Beneficiary to foreclose this Deed of Trust.

5.6 **Charges; Liens**. Trustor shall pay prior to delinquency all taxes, assessments, and other charges, fines, and impositions affecting the Property directly to the payee thereof. Upon request of Beneficiary, Trustor shall promptly furnish to Beneficiary copies of all notices of such amounts due and shall promptly furnish to Beneficiary receipts evidencing all such payments made. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest therein, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall not be required to pay any tax, charge or assessment so long as Trustor is actively contesting its validity in good faith and by appropriate legal proceedings which will operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. Trustor shall post security for the payment of such contested claims as may be requested by the Beneficiary.

5.7 **Insurance**. Trustor shall keep the Land and the Improvements insured by a standard all-risk property insurance policy in an amount equal to the replacement value of the Property with loss payable to the

Beneficiary. The insurance carrier providing such insurance shall be licensed to do business in the State of California and may be chosen by Trustor, subject to approval by Beneficiary. All insurance policies and renewals thereof will be in a form acceptable to the Beneficiary, and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of any senior lien and the Beneficiary as their interests may appear and in a form acceptable to the Beneficiary. The Beneficiary shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Trustor shall promptly furnish to the Beneficiary, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Trustor will give prompt notice to the insurance carrier and the Beneficiary or its designated agent. The Beneficiary, or its designated agent, may make proof of loss if not made promptly by Trustor. The Beneficiary shall receive thirty (30) days advance written notice of the cancellation, expiration or termination or any material change in the coverage afforded by any of the insurance policies required under this Section.

Unless otherwise permitted by the Beneficiary in writing, insurance proceeds, subject to the rights of the holder of any senior lien, will be applied to restoration or repair of the Property damaged. If the Property is abandoned by Trustor, or if Trustor fails to respond to the Beneficiary, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Trustor that the insurance carrier offers to settle a claim for insurance benefits, the Beneficiary, or its designated agent, is authorized to collect and apply the insurance proceeds at the Beneficiary's option either to restoration or repair of the Property or to pay amounts due under the Resale Restriction Agreement and the Note.

If the Property is acquired by the Beneficiary, all right, title and interest of Trustor in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition will pass to the Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the holder of any senior lien.

Renewal policies and any replacement policies, together with premium receipts satisfactory to the Beneficiary, shall be delivered to the Beneficiary at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Beneficiary shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses.

5.8 **Use of Property**. Trustor shall not permit or suffer the use of any of the Property for any purpose other than as a single family residential dwelling.

6. **IT IS MUTUALLY AGREED THAT**:

6.1. **Protection of Beneficiary's Security**. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, then Beneficiary, at Beneficiary's option, upon notice to Trustor, may make such appearance, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, the purchase of insurance, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Beneficiary pursuant to this Section, with interest thereon, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder.

6.2 **Inspection**. Beneficiary or its agent may make or cause to be made reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor notice at the time of or prior to any such inspection specifying reasonable cause for the inspection

6.3 **Awards and Damages**. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the amounts collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

6.4 **Prohibition on Transfers of Interest**. With the exception of the transfers permitted pursuant to Section 6.9 below, if all or any part of the Property or an interest therein is sold or transferred by Trustor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Trustor notice of acceleration in accordance with Sections 7.2 and 9.7 hereof. Such notices shall provide a period of not less than 30 days from the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor, invoke any remedies permitted by Section 7.2(a) hereof.

6.5 **Sale or Forbearance**. No sale of the Property, forbearance on the part of Beneficiary or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Trustor either in whole or in part.

6.6 **Beneficiary's Rights to Release**. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) Beneficiary may in its sole

discretion: (i) release any person now or hereafter liable for payment of any or all such indebtedness, (iii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the Beneficiary, may reconvey all or any part of the Property, consent to the making of any map or plot of the Land, join in granting any assessment thereon, or join in any such agreement of extension or subordination.

6.7 **Reconveyance**. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

6.8 **Requirement of Owner-Occupancy**. Trustor shall occupy the Property as Trustor's principal place of residence in accordance with the Resale Restriction Agreement.

6.9 **Permitted Transfers.** The following transfers shall not be deemed to be a default hereunder:

(a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.

(b) A transfer of the Property where the spouse or domestic partner of Trustor becomes a co-owner of the Property.

(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse of Trustor becomes an owner of the Property.

(d) A transfer to an inter vivos or living trust in which the Trustor is and remains the beneficiary of the trust and the occupant of the Property.

(e) A sale, conveyance, or other transfer when following such sale, conveyance or transfer, the original Trustor retains ownership of at least 50% of the Property.

(f) A transfer to an Eligible Household (as defined in the Resale Restriction Agreement) in accordance with Section 4.3.1 of the Resale Restriction Agreement.

7. EVENTS OF DEFAULT

7.1 **Events of Default**. Any one or more of the following events shall constitute a default under this Deed of Trust:

(a) Failure to use the Property as Trustor's Principal Residence in violation of the Resale Restriction Agreement;

(b) The sale, conveyance, or other transfer of the Property (including a foreclosure sale), if following such sale, conveyance or transfer, Trustor's remaining ownership interest in the Property is less than fifty percent (50%), except as provided in Section 6.9.

(c) An event of default arises under any other loan secured by the Property and such default remains uncured following the expiration of any applicable cure period.

(d) Trustor encumbers or refinances the Property in violation of the Resale Restriction Agreement.

(e) Trustor fails to observe or perform any other covenant, condition, or agreement to be observed or performed by Trustor pursuant to the Note, the Resale Restriction Agreement or this Deed of Trust, including without limitation, the failure to pay any sum due pursuant to any such document.

(f) Trustor declares bankruptcy or makes an assignment of assets for the benefit of creditors.

7.2 **Acceleration and Sale**.

(a) **Default; Remedies**. Upon Trustor's breach of any covenant or agreement of Trustor under the Note, the Resale Restriction Agreement or this Deed of Trust (including without limitation, Trustor's encumbrance or refinancing of the Property in violation of the foregoing agreements) Beneficiary shall mail notice to Trustor as provided in Section 9.7 hereof specifying: (i) the nature of the breach; (ii) the action required to cure such breach; (iii) a date no less than thirty (30) days from the date the notice is mailed to Trustor by which such breach must be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the Loan and the sale of the Property. The notice shall further inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Beneficiary at Beneficiary's option may: (a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale; (b) commence an action to foreclose this Deed of Trust as a mortgage; and (c) pursue any other remedy permitted under California law. Beneficiary shall be entitled to collect from the Trustor, or from the proceeds of the sale of the Property, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

(b) **Trustor's Right to Reinstate**. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor will have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (1) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust and the Note, had no acceleration occurred; (2) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, remedies including, but not limited to, reasonable attorneys' fees; and (3) Trustor takes such action as Beneficiary may reasonably require

to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

(c) **Sale**. After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Trustor, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Trustor, Trustee or the Beneficiary, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee, Trustee shall apply the proceeds of sale to the payment of the indebtedness hereby secured, including without limitation the indebtedness evidenced by the Note, any advances made or costs or expenses paid or incurred by Beneficiary under this Deed of Trust, any indebtedness evidenced by any other instrument hereby secured, and all other sums then secured hereby, including without limitation, payment of interest, Excess Sale Proceeds and an equity share as provided in the Resale Restriction Agreement and the Note, in such order as the Beneficiary shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(d) **Assignment of Rents; Appointment of Receiver; Beneficiary in Possession**. Upon acceleration under Section 7.2(a) or abandonment of the Property, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (if any) including those past due. All rents collected by Beneficiary or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and Section 7.2(a) shall operate subject to the claims of prior lien holders.

7.3 **Remedies Cumulative; No Waiver**. No exercise of any right or remedy by the Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay or forbearance by the Beneficiary or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof in any continued or subsequent default hereunder. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

7.4 **Trustee Substitution**. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Beneficiary, to be exercised at any time hereafter, without specifying any reason therefore, by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and

whenever the Beneficiary deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

8. **SUBORDINATION.** This Deed of Trust shall be subordinate to the liens of the senior deeds of trust to be recorded against the Property, and any deed of trust held by the California Housing Finance Agency.

9. **MISCELLANEOUS PROVISIONS**

9.1 **Successors and Assigns**. The covenants and agreements contained in this Deed or Trust shall bind, and the benefit and advantages hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties; provided however, nothing in this Section is intended to or shall modify any restrictions on assignment set forth herein or in the Note or Resale Restriction Agreement. As used herein, the words "the Beneficiary" means the present Beneficiary or any future owner or holder, including a pledgee of the indebtedness secured hereby.

9.2 **Headings; Gender, Number.** The captions and headings used in this Deed of Trust are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

9.3 **Approvals in Writing.** Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Beneficiary is required or permitted under this Deed of Trust, such action shall be in writing.

9.4 **Joint and Several Obligations**. If more than one person has executed this Deed of Trust as Trustor, the obligations of all such persons hereunder shall be joint and several.

9.5 **Severability**. If any provision of this Deed of Trust shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.6 **Indemnification**. Trustor agrees to indemnify, defend (with counsel approved by Beneficiary) and hold the Beneficiary, its elected and appointed officers, officials, agents and employees ("Indemnitees") harmless from and against any and all losses, damages, claims, actions, demands, judgments, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities (all of the foregoing, collectively "Claims") which the Indemnitees may sustain or suffer directly or indirectly as a result of or arising in connection with (i) Trustor's failure to perform any obligations as and when required by the Note, the Resale Restriction Agreement, or this Deed of Trust, (ii) the failure at any time of any of Trustor's representations and warranties made in connection with the Loan to be true and correct, or (iii) any action or omission by Indemnitees in connection with

this Deed of Trust, except to the extent any such Claim arises due to the gross negligence or willful misconduct of Indemnitees.

9.7 **Notices**. Except for any notice required under applicable law to be given in another manner (a) any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property Address or any other address Trustor designates by notice to Beneficiary as provided herein; and, (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's mailing address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Trustor or Beneficiary when given in the manner designated herein.

Beneficiary: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: City Treasurer

Trustor: BORROWER
MAILING ADDRESS
Dublin, CA 94568

9.8 **Beneficiary Statement**. Beneficiary may collect a fee for furnishing the beneficiary statement in an amount not to exceed the amount as provided by Section 2943 of the Civil Code of California.

9.9 **Governing Law.** This Deed of Trust shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR

_____
BORROWER

SIGNATURES MUST BE NOTARIZED.

NOTARY ACKNOWLEDGMENT

[Insert Here]

Exhibit A: LEGAL DESCRIPTION

[Insert here]

EXHIBIT 3. SECURED PROMISSORY NOTE

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING USE OF THE PROPERTY, REFINANCING, AND ASSUMPTIONS

SECURED PROMISSORY NOTE

City of Dublin First-Time Homebuyer Program
(Inclusionary Units)

Loan No.: **##-##**

Borrower
Property Address
Dublin, California 94568

Loan Amount: **$00.00**
Together with Excess Sale Proceeds and Equity Share

Date: **Date**

FOR VALUE RECEIVED, the undersigned, **Borrower as appear on deed** (collectively, "Borrower") promises to pay to **THE CITY OF DUBLIN**, a municipal **corporation ("Lender") at 100** Civic Plaza, Dublin, California 94568, or such other place as Lender may from time to time designate by written notice to Borrower, in lawful money of the United States, the principal sum of **Loan Amount Written 00/100 Dollars** (**$00.00**), together with simple interest accruing at the rate of **three percent** (**3%**) per annum from the date of this Note until paid in full, plus (i) any amount payable to Lender pursuant to Section 7.6 of the Resale Restriction Agreement (defined below) and (ii) any amount payable to Lender pursuant to Section 22 of the Resale Restriction Agreement. This Secured Promissory Note (this "Note") is secured by that certain Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement (the "Deed of Trust") dated as of the date hereof, executed by Borrower and recorded against the Property (defined below) in the Official Records of Alameda County. In addition to securing Borrower's obligation to repay the sums payable pursuant to this Note, the Deed of Trust secures Borrower's obligations set forth in that certain Loan, Occupancy, Refinancing and Resale Restriction Agreement with Option to Purchase (the "Resale Restriction Agreement") dated as of the date hereof, executed by Borrower and Lender, and recorded against the Property.

1. **Purpose of Loan.** Borrower is purchasing the residential real property located at **Property Address** in the City of Dublin, Alameda County, California (the "Property") as more particularly described in Exhibit A of the Deed of Trust. Lender has provided a loan in the principal amount of this Note (the "Loan") to Borrower pursuant to Lender's First-Time Homebuyer Program. The Resale Restriction Agreement restricts the resale price of the Property and provides that Borrower is obligated to pay Excess Sale Proceeds (as defined in Section 7.6 of the Resale Restriction Agreement) to Lender if the Property is sold at a price greater than the restricted price. The Resale Restriction Agreement also provides that upon the first sale of the Property following the expiration of the resale price restrictions, a share of the appreciation (the "City's Equity Share") as defined in Section 22 of the Resale Restriction Agreement) is payable to Lender. This Note evidences

Borrower's obligation to pay to Lender: (i) the principal sum of this Note and the interest accrued thereon, (ii) any Excess Sale Proceeds owed to Lender pursuant to Section 7.6 of the Resale Restriction Agreement, and (iii) any City's Equity Share payable by Borrower pursuant to Section 22 of the Resale Restriction Agreement.

2. **Loan Repayment**. The entire outstanding principal balance of this Note, together with accrued interest and all other sums due hereunder, shall be due and payable in full in one lump sum upon the earliest to occur of: (i) the thirtieth (30th) anniversary of the date of this Note, (ii) the sale, transfer, lease or encumbrance of all or any interest in the Property (other than as permitted pursuant to the Deed of Trust and the Resale Restriction Agreement), (iii) the refinancing of any senior mortgage secured by the Property or the encumbrance of the Property with junior financing which results in "cash out" to Borrower in excess of the cost of Eligible Capital Improvements approved by City in accordance with the Resale Restriction Agreement, or (iv) the occurrence of an Event of Default.

3. **Due on Sale; Restrictions on Refinancing and Assumption.** This Note is payable in full upon sale or refinancing of the Property (except as permitted pursuant to the Resale Restriction Agreement), and may not be assumed except under the limited circumstances set forth in Section 4.3.1 of the Resale Restriction Agreement.

4. **Events of Default; Acceleration of Payment**. An Event of Default permitting Lender to declare all sums payable hereunder (including, as applicable, any Excess Sale Proceeds and the City's Equity Share) immediately due and payable and to exercise all remedies available to Lender pursuant to the Resale Restriction Agreement and the Deed of Trust shall arise upon the occurrence of any of the following:

(a) Borrower fails to use the Property as Borrower's Principal Residence in accordance with the Resale Restriction Agreement;

(b) The sale, transfer, conveyance, lease or encumbrance of the Property in violation of the Resale Restriction Agreement or the Deed of Trust;

(c) An event of default arises under any other loan secured by the Property and such default remains uncured following the expiration of any applicable cure period;

(d) Borrower refinances the Property in violation of the Resale Restriction Agreement;

(e) Borrower fails to pay when due any sum payable pursuant to this Note and such failure remains uncured fifteen (15) days beyond the due date for such payment; or

(f) An Event of Default arises under the Deed of Trust or the Resale Restriction Agreement and remains uncured beyond any applicable cure period.

5. **Default Rate of Interest.** Upon the occurrence of an Event of Default, the interest rate payable hereunder shall increase to the rate of ten percent (10%) per annum commencing upon the date of such Event of Default.

6. **Application of Payments**. All payments received on account of this Note shall be applied first to accrued interest, next to the reduction of principal, and the remainder shall be applied to Excess Sale Proceeds and City's Equity Share (to the extent applicable).

7. **Attorney's Fees**. Borrower agrees to pay all costs and expenses, including reasonable attorney's fees, which Lender may incur in the collection or enforcement of this Note, whether or not suit is filed.

8. **No Offset; Borrower's Waivers**. Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for hereunder in accordance with the terms of this Note. Borrower hereby waives diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of nonpayment of this Note, and expressly waives any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waives the right to plead any and all statutes of limitation as a defense to any demand on this Note.

9. **Notices**. Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by the Lender shall be in writing and shall be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to the Lender in writing, from time to time, for the receipt of communications from the Lender. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mail in accordance with this provision.

Lender: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: City Treasurer

Borrower: Borrower
Mailing Address
Dublin, CA 94568

10. **Prepayment.** Borrower may prepay this Note in full at any time without premium or penalty, so long as Borrower pays the entire outstanding principal balance together with the interest accrued thereon and all other sums payable hereunder.

11. **Governing Law**. This Note shall be construed in accordance with and be governed by the laws of the State of California.

12. **Severability**. If any provision of this Note shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. **No Waiver by Lender; Remedies Cumulative.** No waiver of any breach, default or failure of condition under the Note, the Resale Restriction Agreement, or the Deed of Trust shall be implied from Lender's failure or delay in declaring a default or exercising any of Lender's rights or remedies

with respect to such breach, default or failure, or from any previous waiver of any similar or unrelated breach, default or failure, nor shall acceptance by Lender of any payment hereunder constitute a waiver of Lender's right to require prompt payment of any remaining amounts owed. Without limiting the generality of the foregoing, Lender's failure or delay in declaring any amount due hereunder shall not constitute a waiver of Lender's right to declare such sum due for the same or any subsequent event that triggers Borrower's payment obligations hereunder. Any waiver of any term or provision of the Note, the Resale Restriction Agreement, or the Deed of Trust, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. The rights and remedies of the parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

14. **Joint and Several Obligations.** If this Note is executed by more than one person as Borrower, the obligations of each shall be joint and several.

15. **Assignment by Lender; Successors and Assigns.** Lender may assign its rights to receive the proceeds under this Note to any person or entity, and upon notice to Borrower of such assignment, all payments shall be made to the assignee. The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators, successors and assigns of the parties; provided however, Borrower may not assign this Note without Lender's written consent except in accordance with the Resale Restriction Agreement and the Deed of Trust.

16. **Entire Agreement; Amendments in Writing**. This Note, together with the Resale Restriction Agreement and the Deed of Trust sets forth the entire understanding and agreement of Borrower and Lender with respect to the subject matter hereof. Any amendment to this Note must be in writing signed by both Lender and Borrower.

17. **Non-liability for Negligence, Loss or Damage.** Borrower acknowledges and agrees that the relationship between Borrower and Lender is solely that of borrower and lender, and that Lender neither undertakes nor assumes any responsibility for or duty to Borrower to select, review, inspect, supervise, pass judgment on or inform Borrower of the quality, adequacy or suitability of the Property or any other matter. Lender owes no duty of care to protect Borrower against negligent, faulty, inadequate or defective building or construction, or any condition of the Property, and Borrower agrees that neither Borrower nor any of Borrower's heirs, successors or assigns
shall ever claim, have or assert any right or action against Lender for any loss, damage or other matter arising out of or resulting from any condition of the Property.

EXHIBIT 3. SECURED PROMISSORY NOTE

Executed as of the date first written above.

BORROWER

Borrower Date

Recording requested by and when recorded mail to:

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

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's Use

LOAN AND EQUITY SHARE AGREEMENT

City of Dublin First-Time Homebuyer Program
(Market-Rate Units)

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING USE OF THE PROPERTY, REFINANCING, AND ASSUMPTIONS

This Loan and Equity Share Agreement (this "Agreement") is entered into as of **Date**, ("Effective Date") by and between the **City of Dublin**, a municipal corporation ("City") and **Borrower(s)** (collectively, "Borrower") regarding certain improved real property located at **Property Address, Dublin, California 94568** and further described in Exhibit A attached hereto (hereinafter the "Property").

RECITALS

WHEREAS, to further its goal of creating affordable home ownership opportunities for first-time homebuyers whose household income does not exceed **120%** of the Alameda County median income, the City has initiated a First-Time Homebuyer Program (the "Program"), pursuant to which City provides deferred payment loans to assist first-time buyers to purchase a home in the City of Dublin;

WHEREAS, Borrower qualifies as an Eligible Homebuyer under the Program, has certified that Borrower intends to live in the Property as an owner occupant, and has agreed to maintain the Property as Borrower's Principal Residence (as defined below);

WHEREAS, City has agreed to provide a loan to Borrower upon the terms and conditions set forth herein which loan shall be evidenced by a Secured Promissory Note executed by Borrower and dated as of the date hereof (the "Note") and secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Borrower, dated as of the date hereof, and recorded substantially concurrently herewith in the Official Records of Alameda County (the "Deed of Trust"); and

WHEREAS, in order to fulfill the goals of the Program and maintain the City's ability to assist first-time homebuyers, it is necessary to restrict the use of the Property and under certain circumstances, to require payment of an equity share upon resale of the Property. These restrictions are intended to prevent purchasers from using the Property for purposes incompatible with the Program. The terms and conditions

set forth in this Agreement are intended to ensure that the Program loan is used for housing affordable to Eligible Homebuyers.

NOW THEREFORE, in consideration of the benefits received by the Borrower and the public purposes served by the Program, Borrower and City agree as follows.

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below. Additional terms are defined in the Recitals and text of this Agreement.

(a) "**Borrower**" is defined in the preamble to this Agreement.

(b) "**Eligible Homebuyer**" means a homebuyer whose income does not exceed **One Hundred and Twenty percent (120%)** of the Area Median Income adjusted for household size as published by the **California Department of Housing and Community Development ("HCD") for the County of Alameda/Federal Housing Administration (115% AMI)** and who otherwise meets the requirements of the Program.

(c) "**City Documents**" means collectively, this Agreement, the Note and the Deed of Trust.

(d) "**Program**" is defined in the Recitals.

(e) "**Property**" is defined in the preamble to this Agreement.

(f) "**Principal Residence**" shall mean the place where the Borrower resides on a substantially full-time basis, for not less than ten (10) months per calendar year.

2. Loan Terms. City has agreed to provide a loan in the amount of **amount dollars ($00,000)** (the "Loan") upon the terms and conditions set forth in the City Documents to assist Borrower to purchase the Property. Borrower acknowledges that the City Documents provide for, among other requirements, owner-occupancy requirements, restrictions on assignment of the Loan, and a requirement that under certain circumstances, Borrower shall pay to City a share of appreciation of the Property. As more particularly set forth herein and in the Note, the Loan terms include the following:

(a) Interest Rate. Interest shall accrue on the principal balance of the Loan commencing upon the date of origination of the Note at the rate of **three percent (3%)** simple interest per annum. As set forth in Section 5 below, Borrower shall be obligated to pay the greater of the accrued interest or the Equity Share.

(b) Repayment; Due on Sale or Refinancing. The entire principal balance of the Loan together with all interest and other sums accrued pursuant to the City Documents (including without limitation, the Interest or Equity Share payable pursuant to Section 5) shall be due and payable in full upon the date (the "Due Date") which is the earliest of: (i) the thirtieth (30th) anniversary of the date of the Note, (ii) the sale, transfer, lease or encumbrance of all or any interest in the Property (other than as permitted pursuant to the Deed of Trust and this Agreement), (iii) the occurrence of an Event of Default, or (iv) the refinancing or repayment in full of any senior mortgage secured by the Property.

(c) Term of this Agreement. This Agreement shall continue in effect until the entire principal balance of the Loan together with all interest and other sums accrued pursuant to the City Documents (including without limitation, the Interest or Equity Share payable pursuant to Section 5) is paid in full.

(d) Prepayment. The Loan may be prepaid in full at any time without penalty or premium provided that all sums payable pursuant to the City Documents are paid in full, including without limitation, the Interest or Equity Share payable pursuant to Section 5.

3. Borrower Representations, Warranties and Covenants. Borrower hereby represents, warrants and covenants that all of the following are true: (i) the financial and other information provided to City in order to qualify to purchase the Property is true and correct as of the Effective Date; (ii) Borrower shall occupy the Property as his or her principal place of residence throughout the period during which the Loan is outstanding, (iii) Borrower is a first-time homebuyer as described in the City of Dublin First-Time Homebuyer Program Guidelines; and (iv) Borrower will fully cooperate by promptly providing to the City all information requested by the City to assist in monitoring Borrower's compliance with this Agreement.

4. Occupancy of Property. Borrower covenants and agrees that Borrower shall occupy the Property as Borrower's principal place of residence throughout the term of the Loan, and shall not rent or lease the Property or portion thereof during the term of the Loan. Borrower shall be considered as occupying the Property as Borrower's principal residence if Borrower is living in the Property for at least ten (10) months out of each calendar year. Borrower shall annually provide a written certification to the City, in form provided by City, that Borrower is occupying the Property as Borrower's principal place of residence and that Borrower is not renting or leasing the Property to another party, and shall provide such documents and other evidence as City may reasonably request to verify compliance with the requirements of this Section.

5. Equity Share or Interest. On the Due Date (as defined in Section 2(b)), in addition to repaying the principal amount of the Loan, Borrower shall pay the greater of: (i) simple interest accruing on the outstanding principal balance of the Loan at the rate of **three percent (3%)** per year commencing upon the date of the Note and continuing until paid in full; or (ii) an equity share calculated in accordance with the formula set forth below (the "Equity Share"). Interest for any partial year during the term of the Note shall be calculated on the basis of a 365-day year. The Equity Share shall be considered contingent interest on the principal amount of the Loan.

The Equity Share shall be equal to the sum resulting from dividing the original principal amount of the Loan by the Original Purchase Price and then multiplying that percentage by the Appreciation Amount.

"**Original Purchase Price**" means the purchase price paid by Borrower to purchase the Property. The parties agree that the Original Purchase Price equals the sum of **amount dollars ($000,000)**.

"**Fair Market Value**" means the greater of: (a) the contract sale price or the actual price paid for the Property (whichever is greater) by a bona fide third party purchaser in an arms length transaction, or (b) the fair market value of the Property as determined by an appraiser certified and licensed by the State of California, selected by Borrower and approved by City.

"Appreciation Amount" means the amount calculated by subtracting the Original Purchase Price and the Cost of Eligible Capital Improvements (as defined in Section 5.1) from the Fair Market Value.

As an illustration, if the Original Purchase Price was $400,000 and the principal amount of the Loan was $40,000, then the percentage of appreciation that the Borrower would owe would be $400,000 divided by $40,000 = 10%. If upon resale the Fair Market Value of the Property is $600,000 and the Cost of Eligible Capital Improvements is $25,000, then the Appreciation Amount would be $600,000 minus $25,000 minus $400,000 = $175,000. The Equity Share payable by the Borrower would 10% of $175,000 = $17,500.

5.1 Eligible Capital Improvements. For purposes of calculating the Equity Share pursuant to Section 5, the "Cost of Eligible Capital Improvements" means the original actual cost of capital improvements made to the Property (i.e., improvements that add to the value of the home, prolong its useful life, or adapt it to new uses) only if (i) the work to install or construct the capital improvements has been performed with and pursuant to all required permits, and (ii) the cost of the capital improvements has been verified by City in writing no later than sixty (60) days following completion of the work. City agrees that it shall issue such written verification to Borrower within ten (10) business days following City's receipt of all reasonably required documentation including copies of permits and proof of payment for the construction or installation of the capital improvements. Exhibit B attached hereto includes a list of capital improvements that will be accepted by City. Borrower may wish to consult Internal Revenue Service Publication 523 (2006) for additional information regarding capital improvements.

6. Assignment. The City may assign any or all of its rights and obligations under this Agreement, the Note, or the Deed of Trust, to any person or entity without the consent of Borrower, and after such assignment, references to the City herein shall be references to the assignee. Borrower may not assign any of its rights or obligations under this Agreement, the Note, or the Deed of Trust to any person or entity without the express prior written consent of the City.

7. Subordination/CalHFA Held Mortgage. This Agreement shall be subordinate to the lien of any purchase money deed of trust recorded contemporaneously herewith and any deed of trust recorded against the Property for the benefit of the California Housing Finance Agency. City agrees that in order to assist qualified purchasers to secure purchase money financing for the acquisition of the Property, the City will enter into a subordination agreement with a senior purchase money lender to subordinate this Agreement under such terms as the City and the senior purchase money lender shall negotiate. Any subordination agreement to be executed by City shall include notice and cure rights for City regarding any defaults in the mortgage to which the City is subordinating.

8. Default and Remedies. An Event of Default shall arise hereunder upon the occurrence of any of the following:

(a) Borrower's representations made in this Agreement or in Borrower's application for the Loan are determined to be materially false or misleading.

(b) Borrower fails to use the Property as Borrower's Principal Residence;

(c) The sale, conveyance, or transfer of the Property (including a sale under a deed of trust in the event of foreclosure) if following such sale, conveyance or transfer, Borrower's remaining ownership interest in the Property is less than fifty percent (50%) except as permitted pursuant to Section 6.9 of the Deed of Trust.

(d) An event of default arises under any other loan secured by the Property and such default remains uncured following the expiration of any applicable cure period;

(e) Borrower fails to pay when due any sum payable pursuant to the Note or this Agreement, and such failure remains uncured fifteen (15) days beyond the due date for such payment;

(f) A lien is recorded against the Property other than the lien of a bona fide first mortgage loan or junior loan approved by City;

(g) An Event of Default arises under the Deed of Trust or the Note and remains uncured beyond any applicable cure period; or

(h) Borrower declares bankruptcy or makes an assignment of assets for the benefit of creditors.

Upon the occurrence of an Event of Default, City may exercise any remedies available under law or in equity, including without limitation, any or all of the following, none of which shall be an exclusive remedy:

(a) Declare the Loan immediately due and payable without further demand and accelerate payments due under the Note;

(b) Invoke the power of sale under the Deed of Trust;

(c) Apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate; and

(d) Declare a default under the Note and Deed of Trust and pursue all City remedies under such documents.

9. Notices. Except as otherwise specified in this Agreement, all notices required to be sent pursuant to this Agreement shall be made by personal delivery or by deposit in the United States mail, first-class, postage prepaid, and shall be deemed to have been delivered and received on the date of personal delivery or five (5) days after deposit in the mail, if sent to the following address:

City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: Housing Division

Borrower: Name
Mailing Address

Dublin, CA 94568

10. Attorneys' Fees. If either party initiates legal proceedings to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs in additions to any other recovery to which such party is entitled under this Agreement.

11. Nonliability for Negligence, Loss or Damage. Borrower acknowledges and agrees that the relationship between Borrower and City is solely that of a borrower and the administrator of a loan program, and that City neither undertakes nor assumes any responsibility for or duty to Borrower to select, review, inspect, supervise, pass judgment on or inform Borrower of the quality, adequacy or suitability of the Property or any other matter. City owes no duty of care to protect Borrower against negligent, faulty, inadequate or defective building or construction, or any condition of the Property, and Borrower agrees that neither Borrower nor any of Borrower's heirs, successors or assigns shall ever claim, have or assert any right or action against City for any loss, damage or other matter arising out of or resulting from any condition of the Property.

12. Governing Law. This Agreement shall be construed in accordance with and be governed by the laws of the State of California.

13. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. No Waiver; Remedies Cumulative. No waiver of any breach, default or failure of condition under the City Documents, shall be implied from City's failure or delay in declaring a default or exercising any of City's rights or remedies with respect to such breach, default or failure, or from any previous waiver of any similar or unrelated breach, default or failure. Any waiver of any term or provision of the City Documents must be made in writing and shall be limited to the express written terms of such waiver. The rights and remedies of the parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

15. Joint and Several Obligations. If this Agreement is executed by more than one person as Borrower, the obligations of each shall be joint and several.

16. Entire Agreement; Amendments in Writing. This Agreement, together with the Note and the Deed of Trust sets forth the entire understanding and agreement of Borrower and City with respect to the subject matter hereof. Any amendment to this Agreement must be in writing signed by both City and Borrower.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BORROWER

_____
Borrower

CITY
City of Dublin, a California municipal corporation

_____
City Manager

ATTEST:

_____
City Clerk

SIGNATURES MUST BE NOTARIZED.

NOTARY ACKNOWLEDGMENT

[Insert Here]

EXHIBIT A: LEGAL DESCRIPTION

[Insert here]

EXHIBIT B: EXAMPLES OF CAPITAL IMPROVEMENTS

(Based upon Internal Revenue Service Publication 523.)

Improvements. These add to the value of the home, prolong its useful life, or adapt it to new uses. The cost of additions and other improvements is added to the owner's basis in the property.

Examples.

Putting a recreation room or another bathroom in an unfinished basement, putting up a new fence, putting in new plumbing or wiring, putting on a new roof, or paving an unpaved driveway are improvements. An addition to the house, such as a new deck, a sunroom, or a new garage, is also an improvement.

The following chart lists some other examples of improvements.

Additions	**Heating & Air Conditioning**
Bedroom	Heating system
Bathroom	Central air conditioning
Deck	Furnace
Garage	Duct work
Porch	Central humidifier
Patio	Filtration system
	Plumbing
Lawn & Grounds	Septic system
Landscaping	Water heater
Driveway	Soft water system
Walkway	Filtration system
Fence	
Retaining wall	**Interior**
Sprinkler system	**Improvements**
Swimming pool	Built-in appliances
	Kitchen modernization
Miscellaneous	Flooring
Storm windows, doors	Wall-to-wall carpeting
New roof	
Central vacuum	**Insulation**
Wiring upgrades	Attic
Satellite dish	Walls
Security system	Floors
	Pipes and duct work

Improvements no longer part of home. The adjusted basis does not include the cost of any improvements that are replaced and are no longer part of the home.

EXHIBIT 5. DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE FILING, AND SECURITY AGREEMENT

Recording requested by and when recorded mail to:

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

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's Use

DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE FILING AND SECURITY AGREEMENT

City of Dublin First-Time Homebuyer Program
(Market-Rate Units)

THERE ARE RESTRICTIONS ON THE USE OF THE PROPERTY ENCUMBERED BY THIS DEED OF TRUST. THERE ARE LIMITATIONS ON THE EXTENT TO WHICH THIS PROPERTY MAY BE ENCUMBERED BY JUNIOR FINANCING AND UPON TRUSTOR'S RIGHTS TO REFINANCE EXISTING MORTGAGES

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE FILING AND SECURITY AGREEMENT ("Deed of Trust") is made as of **Date of signing** ("Effective Date") by **Borrower(s) Name** (collectively, "Trustor") to **City of Dublin** (the "Trustee") whose business address is **100 Civic Plaza, Dublin, California 94568**, for the benefit of **THE CITY OF DUBLIN** a municipal corporation ("Beneficiary").

WHEREAS, Trustor is the owner of the real property located at **Property Address** in the City of Dublin, Alameda County, California, and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, to assist Trustor in the acquisition of such property, Beneficiary provided a deferred payment loan in the original principal amount of **Loan Amount Written dollars ($00,000)** (the "Loan") funded by Beneficiary's First-Time Homebuyer Program;

WHEREAS, in connection with the Loan, Trustor and Beneficiary entered into a Loan and Equity Share Agreement dated as of the Effective Date and recorded in the Official Records of Alameda County substantially concurrently herewith (the "Loan Agreement") and Trustor executed and delivered to Beneficiary a Secured Promissory Note dated as of the Effective Date (the "Note");

WHEREAS, among other provisions, the Loan Agreement provides that during the term of the Loan: (i)Trustor is obligated to use the Property as Trustor's Principal Residence (as defined in the Loan Agreement); (ii) there are restrictions on Trustor's ability to encumber the property and to refinance the existing loans secured thereby; and (iii) upon repayment of the Loan and upon the occurrence of specified

events, Trustor is obligated to pay to Beneficiary a sum equal to the greater of interest accrued on the Loan or an Equity Share (as defined in the Loan Agreement).

NOW THEREFORE, to secure repayment of the Loan and the full and timely performance of Trustor's obligations under the Note and the Loan Agreement, it is agreed as follows.

1. **Grant in Trust**. Trustor, in consideration of the indebtedness herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of Trustor's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property located at Property Address in Dublin, California in the County of Alameda and the State of California, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Land"); (b) all buildings, improvements and fixtures now or hereafter erected on the Property and all replacements and additions thereto ("Improvements"); (c) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto ("Appurtenances"); (d) all fixtures now or hereafter attached to or used in and about the Property or the Improvements or hereafter located or constructed on the Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the Improvements in any manner ("Fixtures and Equipment"); and (e) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property ("Leases") and all rents or other payments which may now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("Rents") (whether or not such Leases and Rents are permitted pursuant to the Loan Agreement).

All of the above-referenced Property, Improvements, Appurtenances, Fixtures and Equipment, Leases and Rents are herein referred to collectively as the "Property."

2. **Obligations Secured**. This Deed of Trust is given for the purpose of securing payment and performance of all of the following (the "Secured Obligations"): (i) all present and future indebtedness evidenced by the Note (including all principal, interest, shared appreciation and all other amounts payable pursuant to the Note) and all amendments, modifications, extensions and renewals of the Note; (ii) all present and future obligations of Trustor set forth in this Deed of Trust or in the Loan Agreement; (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all modifications, supplements, amendments, renewals, and extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust.

3. **Assignment of Rents, Issues, and Profits**. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Subject to the prohibition on the lease or rental of the Property as set forth in the Loan Agreement, Beneficiary hereby confers upon Trustor a license to collect and retain such rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property

or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it , and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

4. **Fixture Filing**. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the Uniform Commercial Code ("UCC") with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Alameda County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC. The full name of Trustor and the mailing address of Trustor are set forth in Section 9.7 of this Deed of Trust.

5. TRUSTOR REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 **Trustor's Estate**. Trustor represents and covenants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property. Trustor agrees to warrant and defend generally the title of the Property against all claims and demands subject to any declarations, easements, or restrictions listed in the schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the Property.

5.2 **Repayment of Sums Owed under Note and Loan Agreement**. Trustor will promptly pay to Beneficiary when due all sums payable under the Note and the Loan Agreement, including all principal, interest and shared appreciation required by the Note. The Note contains the following provisions concerning payment of interest and shared appreciation:

> [On the Due Date], in addition to repaying the principal amount of this Note, Borrower shall pay the greater of: (i) simple interest accruing on the outstanding principal balance of the Loan at the rate of **three percent (3%)** per year commencing upon the date of this Note until paid in full ("Interest"); or (ii) an equity share calculated in accordance with the formula set forth below (the "Equity Share").

Interest for any partial year during the term of this Note shall be calculated on the basis of a 365-day year. The Equity Share shall be considered contingent interest on the principal due hereunder.

The Equity Share shall be equal to the sum resulting from dividing the original principal amount of the Loan by the Original Purchase Price and then multiplying that percentage by the Appreciation Amount.

"**Original Purchase Price**" means the purchase price paid by Borrower to purchase the Property. The parties agree that the Original Purchase Price equals the sum of **Sale Amount Written dollars ($000,000)**.

"**Fair Market Value**" means the greater of: (a) the contract sale price or the actual price paid for the Property (whichever is greater) by a bona fide third party purchaser in an arms length transaction, or (b) the fair market value of the Property as determined by an appraiser certified and licensed by the State of California, selected by Borrower and approved by Lender.

"**Appreciation Amount**" means the amount calculated by subtracting the Original Purchase Price and the Cost of Eligible Capital Improvements (as defined in Section 5.1 of the Loan Agreement) from the Fair Market Value.

As an illustration, if the Original Purchase Price was $400,000 and the principal amount of the Loan was $40,000, then the percentage of appreciation that the Borrower would owe would be $400,000 divided by $40,000 = 10%. If upon resale the Fair Market Value of the Property is $600,000 and the Cost of Eligible Capital Improvements is $25,000, then the Appreciation Amount would be $600,000 minus $25,000 minus $400,000 = $175,000. The Equity Share payable by the Borrower would 10% of $175,000 = $17,500.

5.3 **Performance of Covenants**. Trustor will observe and perform all of Trustor's covenants and agreements set forth in the Loan Agreement, the Note, this Deed of Trust and all other instruments secured by the Property.

5.4 **Maintenance of the Property**. Trustor agrees (a) to keep the Property in good repair and in decent, safe, sanitary, tenantable condition and repair and permit no waste thereof; (b) not to commit or suffer to be done or exist on or about the Land any condition causing the Property to become less valuable; (c) to repair, restore or rebuild promptly any buildings or improvements on the Land that may become damaged or be destroyed while subject to the lien of this Deed of Trust; (d) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; and (e) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Beneficiary's written consent. If there arises a condition in contravention of this Section, and if the Trustor has not cured such condition within thirty (30) days after receiving a Beneficiary notice of such a condition, then in addition to any other rights available to the Beneficiary, the Beneficiary shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property to recover its cost of cure.

5.5 **Appear and Defend**. Trustor shall appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of the Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the Beneficiary or Trustee may appear, and in any suit brought by the Beneficiary to foreclose this Deed of Trust.

5.6 **Charges; Liens**. Trustor shall pay prior to delinquency all taxes, assessments, and other charges, fines, and impositions affecting the Property directly to the payee thereof. Upon request of Beneficiary, Trustor shall promptly furnish to Beneficiary copies of all notices of such amounts due and shall promptly furnish to Beneficiary receipts evidencing all such payments made. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest therein, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall not be required to pay any tax, charge or assessment so long as Trustor is actively contesting its validity in good faith and by appropriate legal proceedings which will operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. Trustor shall post security for the payment of such contested claims as may be requested by the Beneficiary.

5.7 **Insurance**. Trustor shall keep the Land and the Improvements insured by a standard all-risk property insurance policy in an amount equal to the replacement value of the Property with loss payable to the Beneficiary. The insurance carrier providing such insurance shall be licensed to do business in the State of California and may be chosen by Trustor, subject to approval by Beneficiary. All insurance policies and renewals thereof will be in a form acceptable to the Beneficiary, and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of any senior lien and the Beneficiary as their interests may appear and in a form acceptable to the Beneficiary. The Beneficiary shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Trustor shall promptly furnish to the Beneficiary, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Trustor will give prompt notice to the insurance carrier and the Beneficiary or its designated agent. The Beneficiary, or its designated agent, may make proof of loss if not made promptly by Trustor. The Beneficiary shall receive thirty (30) days advance written notice of the cancellation, expiration or termination or any material change in the coverage afforded by any of the insurance policies required under this Section.

Unless otherwise permitted by the Beneficiary in writing, insurance proceeds, subject to the rights of the holder of any senior lien, will be applied to restoration or repair of the Property damaged. If the Property is abandoned by Trustor, or if Trustor fails to respond to the Beneficiary, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Trustor that the insurance carrier offers to settle a claim for insurance benefits, the Beneficiary, or its designated agent, is authorized to collect and apply the insurance proceeds at the Beneficiary's option either to restoration or repair of the Property or to pay amounts due under the Loan Agreement and the Note.

If the Property is acquired by the Beneficiary, all right, title and interest of Trustor in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition will pass to the Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the holder of any senior lien.

Renewal policies and any replacement policies, together with premium receipts satisfactory to the Beneficiary, shall be delivered to the Beneficiary at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Beneficiary shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses.

5.8 **Use of Property**. Trustor shall not permit or suffer the use of any of the Property for any purpose other than as a single family residential dwelling.

6. **IT IS MUTUALLY AGREED THAT**:

6.1. **Protection of Beneficiary's Security**. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, then Beneficiary, at Beneficiary's option, upon notice to Trustor, may make such appearance, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, the purchase of insurance, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this Section, with interest thereon, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder.

6.2 **Inspection**. Beneficiary or its agent may make or cause to be made reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor notice at the time of or prior to any such inspection specifying reasonable cause for the inspection

6.3 **Awards and Damages**. All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the amounts collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

6.4 **Prohibition on Transfers of Interest**. With the exception of the transfers permitted pursuant to Section 6.9 below, if all or any part of the Property or an interest therein is sold or transferred by Trustor without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Trustor notice of acceleration in accordance with Sections 7.2 and 9.7 hereof. Such notices shall provide a period of not less than 30 days from the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor, invoke any remedies permitted by Section 7.2(a) hereof.

6.5 **Sale or Forbearance**. No sale of the Property, forbearance on the part of Beneficiary or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Trustor either in whole or in part.

6.6 **Beneficiary's Rights to Release**. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) Beneficiary may in its sole discretion: (i) release any person now or hereafter liable for payment of any or all such indebtedness, (iii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the Beneficiary, may reconvey all or any part of the Property, consent to the making of any map or plot of the Land, join in granting any assessment thereon, or join in any such agreement of extension or subordination.

6.7 **Reconveyance**. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

6.8 **Requirement of Owner-Occupancy**. Until such time as all sums payable pursuant to the Note are paid in full, Trustor shall occupy the Property as Trustor's principal place of residence in accordance with the Loan Agreement.

6.9 **Permitted Transfers**. The following transfers shall not be deemed to be a default hereunder:

(a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant.

(b) A transfer of the Property where the spouse or domestic partner of Trustor becomes a co-owner of the Property.

(c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse of Trustor becomes an owner of the Property.

(d) A transfer to an inter vivos or living trust in which the Trustor is and remains the beneficiary of the trust and the occupant of the Property.

(e) A sale, conveyance, or other transfer when following such sale, conveyance or transfer, the original Trustor retains ownership of at least 50% of the Property.

7. EVENTS OF DEFAULT

7.1 **Events of Default**. Any one or more of the following events shall constitute a default under this Deed of Trust:

(a) Failure to use the Property as Trustor's Principal Residence in violation of the Loan Agreement;

(b) The sale, conveyance, or other transfer of the Property (including a foreclosure sale), if following such sale, conveyance or transfer, Trustor's remaining ownership interest in the Property is less than fifty percent (50%), except as provided in Section 6.9.

(c) An event of default arises under any other loan secured by the Property and such default remains uncured following the expiration of any applicable cure period.

(d) Trustor encumbers or refinances the Property in violation of the Loan Agreement.

(e) Trustor fails to observe or perform any other covenant, condition, or agreement to be observed or performed by Trustor pursuant to the Note, the Loan Agreement or this Deed of Trust, including without limitation, the failure to pay any sum due pursuant to any such document.

(f) Trustor declares bankruptcy or makes an assignment of assets for the benefit of creditors.

7.2 **Acceleration and Sale**.

(a) **Default; Remedies**. Upon Trustor's breach of any covenant or agreement of Trustor under the Note, the Loan Agreement or this Deed of Trust (including without limitation,Trustor's encumbrance or refinancing of the Property in violation of the foregoing agreements), Beneficiary shall mail notice to Trustor as provided in Section 9.7 hereof specifying: (i) the nature of the breach; (ii) the action required to cure such breach; (iii) a date no less than thirty (30) days from the date the notice is mailed to Trustor, by which such breach must be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the Loan and the sale of the Property. The notice shall further inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before

the date specified in the notice, Beneficiary at Beneficiary's option may: (a) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale; (b) commence an action to foreclose this Deed of Trust as a mortgage; and (c) pursue any other remedy permitted under California law. Beneficiary shall be entitled to collect from the Trustor, or from the proceeds of the sale of the Property, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

(b) **Trustor's Right to Reinstate**. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor will have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (1) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust and the Note, had no acceleration occurred; (2) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, remedies including, but not limited to, reasonable attorneys' fees; and (3) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

(c) **Sale**. After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Trustor, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Trustor, Trustee or the Beneficiary, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee, Trustee shall apply the proceeds of sale to the payment of the indebtedness hereby secured, including without limitation the indebtedness evidenced by the Note, any advances made or costs or expenses paid or incurred by Beneficiary under this Deed of Trust, any indebtedness evidenced by any other instrument hereby secured, and all other sums then secured hereby, including without limitation, interest and shared appreciation as provided in the Note and Loan Agreement, in such order as the Beneficiary shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(d) **Assignment of Rents; Appointment of Receiver; Beneficiary in Possession**. Upon acceleration under Section 7.2(a) or abandonment of the Property, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (if any) including those past due. All rents collected by Beneficiary or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and Section 7.2(a) shall operate subject to the claims of prior lien holders.

7.3 **Remedies Cumulative; No Waiver**. No exercise of any right or remedy by the Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay or forbearance by the Beneficiary or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof in any continued or subsequent default hereunder. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

7.4 **Trustee Substitution**. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Beneficiary, to be exercised at any time hereafter, without specifying any reason therefore, by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Beneficiary deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

8. **SUBORDINATION.** This Deed of Trust shall be subordinate to the lien of any purchase money deed of trust recorded contemporaneously herewith and any deed of trust held by the California Housing Finance Agency.

9. **MISCELLANEOUS PROVISIONS**

9.1 **Successors and Assigns**. The covenants and agreements contained in this Deed or Trust shall bind, and the benefit and advantages hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties; provided however, nothing in this Section is intended to or shall modify any restrictions on assignment set forth herein or in the Note or Loan Agreement. As used herein, the words "the Beneficiary" means the present Beneficiary or any future owner or holder, including a pledgee of the indebtedness secured hereby.

9.2 **Headings; Gender, Number**. The captions and headings used in this Deed of Trust are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

9.3 **Approvals in Writing**. Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Beneficiary is required or permitted under this Deed of Trust, such action shall be in writing.

9.4 **Joint and Several Obligations**. If more than one person has executed this Deed of Trust as Trustor, the obligations of all such persons hereunder shall be joint and several.

9.5 **Severability**. If any provision of this Deed of Trust shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.6 **Indemnification**. Trustor agrees to indemnify, defend (with counsel approved by Beneficiary) and hold the Beneficiary, its elected and appointed officers, officials, agents and employees ("Indemnitees") harmless from and against any and all losses, damages, claims, actions, demands, judgments, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities (all of the foregoing, collectively "Claims") which the Indemnitees may sustain or suffer directly or indirectly as a result of or arising in connection with (i) Trustor's failure to perform any obligations as and when required by the Note, the Loan Agreement, or this Deed of Trust, (ii) the failure at any time of any of Trustor's representations and warranties made in connection with the Loan to be true and correct, or (iii) any action or omission by Indemnitees in connection with this Deed of Trust, except to the extent any such Claim arises due to the gross negligence or willful misconduct of Indemnitees.

9.7 **Notices**. Except for any notice required under applicable law to be given in another manner (a) any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property Address or any other address Trustor designates by notice to Beneficiary as provided herein; and, (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's mailing address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Trustor or Beneficiary when given in the manner designated herein.

Beneficiary: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: City Treasurer

Trustor: Borrower
Mailing Address
Dublin, CA 94568

9.8 **Beneficiary Statement**. Beneficiary may collect a fee for furnishing the beneficiary statement in an amount not to exceed the amount as provided by Section 2943 of the Civil Code of California.

9.9 **Governing Law.** This Deed of Trust shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR

_____
Borrower

SIGNATURES MUST BE NOTARIZED.

NOTARY ACKNOWLEDGMENT

[Insert Here]

Exhibit A: LEGAL DESCRIPTION

[Insert here]

EXHIBIT 6. SECURED PROMISSORY NOTE

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING USE OF THE PROPERTY, REFINANCING, AND ASSUMPTIONS

SECURED PROMISSORY NOTE

City of Dublin First-Time Homebuyer Program
(Market Rate Units)

Loan No.: **##**

Borrower
Property Address
Dublin, CA 94568

Loan Amount: **$00,000**
Together with Excess Sale Proceeds and Equity Share

Date: **Date**

FOR VALUE RECEIVED, the undersigned, **Borrower(s)** (collectively, "Borrower") promises to pay to **THE CITY OF DUBLIN**, a municipal corporation ("Lender") at 100 Civic Plaza, Dublin, California 94568, or such other place as Lender may from time to time designate by written notice to Borrower, in lawful money of the United States, the principal sum of **amount dollars ($00,000)** together with the greater of Interest or Equity Share, each as defined below. This Secured Promissory Note (this "Note") is secured by that certain Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement (the "Deed of Trust") dated as of the date hereof, executed by Borrower and recorded against the Property (defined below) in the Official Records of Alameda County. In addition to securing Borrower's obligation to repay the sums payable pursuant to this Note, the Deed of Trust secures Borrower's obligations set forth in that certain Loan and Equity Share Agreement ("Loan Agreement") dated as of the date hereof, executed by Borrower and Lender, and recorded against the Property.

1. **Purpose of Loan.** Borrower is purchasing the residential real property located at **Property Address** in the City of Dublin, Alameda County, California (the "Property") as more particularly described in Exhibit A of the Deed of Trust. Lender has provided a loan in the principal amount of this Note (the "Loan") to Borrower pursuant to Lender's First-Time Homebuyer Program. This Note evidences Borrower's obligation to pay to Lender: (i) the principal sum of this Note, and (ii) the greater of Interest or the Equity Share determined pursuant to Section 3 of this Note.

2. **Loan Repayment**. The entire outstanding principal balance of this Note, together with the greater of Interest or Equity Share, and all other sums due hereunder, shall be due and payable in full in one lump sum upon the date (the "Due Date") which is the earliest to occur of: (i) the thirtieth (30th) anniversary of the date of this Note, (ii) the sale, transfer, lease or encumbrance of all or any interest in the Property (other than as permitted pursuant to the Deed of Trust and the Loan Agreement), (iii) the refinancing or repayment in full of any senior mortgage secured by the Property, or (iv) the occurrence of an Event of Default.

3. **Equity Share and Interest**. On the Due Date (as defined in Section 2), in addition to repaying the principal amount of this Note, Borrower shall pay the greater of: (i) simple interest accruing on the outstanding principal balance of the Loan at the rate of three percent (3%) per year commencing upon the date of this Note until paid in full ("Interest"); or (ii) an equity share calculated in accordance with the formula set forth below (the "Equity Share"). Interest for any partial year during the term of this Note shall be calculated on the basis of a 365-day year. The Equity Share shall be considered contingent interest on the principal due hereunder.

The Equity Share shall be equal to the sum resulting from dividing the original principal amount of the Loan by the Original Purchase Price and then multiplying that percentage by the Appreciation Amount.

"**Original Purchase Price**" means the purchase price paid by Borrower to purchase the Property. The parties agree that the Original Purchase Price equals the sum of **amount dollars ($000,000)**.

"**Fair Market Value**" means the greater of: (a) the contract sale price or the actual price paid for the Property (whichever is greater) by a bona fide third party purchaser in an arms length transaction, or (b) the fair market value of the Property as determined by an appraiser certified and licensed by the State of California, selected by Borrower and approved by Lender.

"Appreciation Amount" means the amount calculated by subtracting the Original Purchase Price and the Cost of Eligible Capital Improvements (as defined in Section 5.1 of the Loan Agreement) from the Fair Market Value.

As an illustration, if the Original Purchase Price was $400,000 and the principal amount of the Loan was $40,000, then the percentage of appreciation that the Borrower would owe would be $400,000 divided by $40,000 = 10%. If upon resale the Fair Market Value of the Property is $600,000 and the Cost of Eligible Capital Improvements is $25,000, then the Appreciation Amount would be $600,000 minus $25,000 minus $400,000 = $175,000. The Equity Share payable by the Borrower would 10% of $175,000 = $17,500.

4. **Due on Sale; Restrictions on Refinancing and Assumption.** This Note is payable in full upon sale or refinancing of the Property, and may not be assumed except under the limited circumstances set forth in Section 6.9 of the Deed of Trust.

5. **Events of Default; Acceleration of Payment**. An Event of Default permitting Lender to declare all sums payable hereunder immediately due and payable and to exercise all remedies available to Lender pursuant to the Loan Agreement and the Deed of Trust shall arise upon the occurrence of any of the following:

(a) Borrower fails to use the Property as Borrower's Principal Residence in accordance with the Loan Agreement;

(b) The sale, conveyance, or transfer of the Property (including a sale under a deed of trust in the event of foreclosure) if following such sale, conveyance or transfer, Borrower's remaining ownership interest in the Property is less than fifty percent (50%) except as permitted pursuant to Section 6.9 of the Deed of Trust;

(c) An event of default arises under any other loan secured by the Property and such default remains uncured following the expiration of any applicable cure period;

(d) Borrower refinances the Property in violation of the Loan Agreement;

(e) Borrower fails to pay when due any sum payable pursuant to this Note and such failure remains uncured fifteen (15) days beyond the due date for such payment; or

(f) An Event of Default arises under the Deed of Trust or the Loan Agreement and remains uncured beyond any applicable cure period.

6. **Default Rate of Interest.** Upon the occurrence of an Event of Default, the interest rate payable hereunder shall increase to the rate of ten percent (10%) per annum commencing upon the date of such Event of Default.

7. **Application of Payments**. All payments received on account of this Note shall be applied first to accrued Interest or the Equity Share, as applicable, and the remainder shall be applied to the reduction of principal.

8. **Attorney's Fees**. Borrower agrees to pay all costs and expenses, including reasonable attorney's fees, which Lender may incur in the collection or enforcement of this Note, whether or not suit is filed.

9. **No Offset; Borrower's Waivers**. Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for hereunder in accordance with the terms of this Note. Borrower hereby waives diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of nonpayment of this Note, and expressly waives any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waives the right to plead any and all statutes of limitation as a defense to any demand on this Note.

10. **Notices**. Except as may be otherwise specified herein, any approval, notice, direction, consent, request or other action by the Lender shall be in writing and shall be communicated to the Borrower at the address of the Property, or at such other place or places as the Borrower shall designate to the Lender in writing, from time to time, for the receipt of communications from the Lender. Mailed notices shall be deemed delivered and received five (5) working days after deposit in the United States mail in accordance with this provision.

Lender: City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attn: City Treasurer

Borrower: Borrower
Mailing Address
Dublin, CA 94568

11. **Prepayment.** Borrower may prepay this Note in full at any time without premium or penalty, so long as Borrower pays the entire outstanding principal balance together with the greater of accrued Interest or the Equity Share as determined pursuant to Section 3 and all other sums payable hereunder.

12. **Governing Law**. This Note shall be construed in accordance with and be governed by the laws of the State of California.

13. **Severability**. If any provision of this Note shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

14. **No Waiver by Lender; Remedies Cumulative.** No waiver of any breach, default or failure of condition under the Note, the Loan Agreement, or the Deed of Trust shall be implied from Lender's failure or delay in declaring a default or exercising any of Lender's rights or remedies with respect to such breach, default or failure, or from any previous waiver of any similar or unrelated breach, default or failure, nor shall acceptance by Lender of any payment hereunder constitute a waiver of Lender's right to require prompt payment of any remaining amounts owed. Without limiting the generality of the foregoing, Lender's failure or delay in declaring any amount due hereunder shall not constitute a waiver of Lender's right to declare such sum due for the same or any subsequent event that triggers Borrower's payment obligations hereunder. Any waiver of any term or provision of the Note, the Loan Agreement, or the Deed of Trust, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver. The rights and remedies of the parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

15. **Joint and Several Obligations.** If this Note is executed by more than one person as Borrower, the obligations of each shall be joint and several.

16. **Assignment by Lender; Successors and Assigns.** Lender may assign its rights to receive the proceeds under this Note to any person or entity, and upon notice to Borrower of such assignment, all payments shall be made to the assignee. The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators, successors and assigns of the parties; provided however, Borrower may not assign this Note without Lender's written consent except in accordance with the Loan Agreement and the Deed of Trust.

17. **Entire Agreement; Amendments in Writing**. This Note, together with the Loan Agreement and the Deed of Trust sets forth the entire understanding and agreement of Borrower and Lender with respect to the subject matter hereof. Any amendment to this Note must be in writing signed by both Lender and Borrower.

18. **Nonliability for Negligence, Loss or Damage.** Borrower acknowledges and agrees that the relationship between Borrower and Lender is solely that of borrower and lender, and that Lender neither undertakes nor assumes any responsibility for or duty to Borrower to select, review, inspect, supervise, pass judgment on or inform Borrower of the quality, adequacy or suitability of the Property or any other matter. Lender owes no duty of care to protect Borrower against negligent, faulty, inadequate or defective building or construction, or any condition of the Property, and Borrower agrees that neither Borrower nor any of Borrower's heirs, successors or assigns shall ever claim, have or assert any right or action against Lender for any loss, damage or other matter arising out of or resulting from any condition of the Property.

EXHIBIT 6. SECURED PROMISSORY NOTE

Executed as of the date first written above.

BORROWER

_____

Borrower

CITY OF DUBLIN

First Time Homebuyer Loan Program Guidelines

September 3~~2~~, 202~~1~~4

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1 INTRODUCTION

The City of Dublin (City) First Time Homebuyer Loan Program (Program, FTHLP) provides financial assistance, in the form of a deferred loan, to income-qualified first time buyers who wish to buy a home in the City.

These FTHLP Guidelines (Guidelines) describe loan terms, eligibility requirements, and procedures. Users of these Guidelines are encouraged to seek their own legal counsel to aid in understanding the requirements of the FTHLP. For any general questions regarding the Program or these Guidelines, users may call the City's Housing Division at (925) 833-6610.

The effective date of these Guidelines is SeptemberSeptember 32, 20214. The City will review and, to the extent necessary, update these Guidelines annually. The City Manager may approve minor revisions, interpretations, or clarifications to these Guidelines. Any such revision, interpretation, or clarification shall become effective when posted on the City's website.

Non-Discrimination

All persons have the right to file a written application for a mortgage loan. An eligible Borrower is a person (or persons) who is obligated to the repayment of a loan by the signing of the note. Loans to corporations, partnerships, or syndications are not acceptable.

We doThe City does not discriminate in granting or denying loans or in setting terms and conditions of a loan, with regard to race, color, age, religion, gender, marital status, sexual orientation, national origin, or ancestry of the Applicant; nor with regard to the racial or ethnic composition of the neighborhood, geographic areas surrounding the property or with regard to income derived from any public assistance program.

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2 DEFINITION OF TERMS

As used in these Guidelines, the following terms shall be defined as follows:

Administration Fees:

- ~~A $1,500 fee charged by the City to the loan recipient~~The City Council shall, by resolution, establish a fee charged by the City to the loan recipient for the ~~for the~~ underwriting, processing, and serving of the approved loan.~~.~~
- ~~A reimbursement fee charged by the City to the Applicant at the time of application for a credit report. The fee amount varies based on actual cost.~~
- ~~Fees may be adjusted from time to time by the City.~~

Fees may be adjusted from time to time by the City.

Applicant: A household that has submitted an application for a loan under the City's First Time Homebuyer Loan Program.

Area Median Income (AMI): The Area Median Income adjusted for household size as published annually for Alameda County by the California Department of Housing and Community Development (HCD).

Below Market Rate (BMR) Units: A Below Market Rate or BMR Unit is a unit that is reserved for sale to L~~l~~ow- or Moderate-Income households. BMR Units have restrictions recorded against them to ensure they remain affordable for a set period of time. For additional information regarding BMR Units in the City, refer to the Guidelines to the Inclusionary Zoning Regulations Ordinance.

Borrower: A household that has been approved for or has received an FTHLP loan.

CalHFA: The California Housing Finance Agency.

City: The City of Dublin.

City Council: The legislative body of the City of Dublin.

City Staff: An employee or designee of the City of Dublin responsible for actions related to the Program or these Guidelines.

First Time Homebuyer: A person who has not owned any interest in real property during the three-year period prior to the date of the household's loan application, including without limitation, real property in which a household member's name appears on the title regardless of whether the member's interest in such property results in a financial gain, such property is located in another state or country, or the member has occupied such property as his or her primary residence. If any person has had his or her name on the title of a property, but the property was sold more than three years ago from the date of application, the person is considered a First Time Homebuyer.

Gross Household Income: All income, from whatever source derived, of all adult household members (18 years of age and older), whether or not such income is exempt from federal income tax. Refer to **Section 4.2.1** for a list of income sources and exceptions.

Guidelines: These First Time Homebuyer Loan Program Guidelines.

HCD: The California Department of Housing and Community Development.

HOA: Homeowners Association.

Homebuyer Class: A United States Department of Housing and Urban Development~~HUD~~, Fannie Mae, or City-approved course designed to provide basic education for First Time Homebuyers. Refer to the City's website (https://www.dublin.ca.gov/housing/education~~(~~) for organizations that may offer this course. The date on the completion certificate for the class must be within six months of the date of application for a Loan.

Housing Expenses: Principal, interest, private mortgage insurance, taxes, insurances, and HOA dues.

HUD: The United States Department of Housing and Urban Development.

Immediate Family Member: A mother, father, brother, sister, child, grandparent, or grandchild.

Legal Resident: A citizen or other national of the United States or a qualified alien as defined by the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Loan Committee: The Loan Committee is appointed from time to time by the City Manager and generally consists of senior staff from the City's Community Development and Finance Departments as well as a representative from the City Manager's office. The Loan Committee reviews loan applications and approves, conditionally approves, or denies loan applications. Decisions require a two-thirds vote.

Low Income: Total Household Income that is 51% to 80% of Area Median Income (AMI), adjusted for actual household size.

Maximum Income: The Maximum Income for the Moderate Income category determined periodically by HCD based on AMI. See **Section 4.2.1** of these Guidelines for Maximum Incomes.

Moderate Income: Total Household Income that is 81% to 120% of AMI, adjusted for actual household size.

Preference Points: Points assigned to persons employed in the City of Dublin, public service employees working for a public agency within the City of Dublin, Dublin residents, Seniors (62+), Veterans, persons who are permanently disabled (with written verification from a physician or show receipt of Supplemental Security Income ~~(SSI)~~ or Social Security Disability Insurance ~~(SSDI)~~), persons who are Immediate Family Members of a Dublin resident, and persons who are required to relocate from a Dublin residence due to demolition of the residence or conversion of the residence from a rental to an ownership unit~~, and persons who are buying a foreclosed or Real Estate Owned (REO) home~~. Persons with Preference Points are given priority over other Qualified Households in the disbursement of loan funds.

Principal Residence: The place where a person resides on a substantially full-time basis during not less than 10 months per year. Children attending college and not living at home as their Principal Residence may not be counted as a household member.

Program: Activities related to the City of Dublin First Time Homebuyer Loan Program.

Qualified Household: A "Qualified Household" means an Applicant household that satisfies the requirements listed in **Section 4** of these Guidelines.

Senior: A person 62 years of age or older for the purpose of qualifying for Preference Points.

Total Household Income: All Gross Household Income and assets received (as calculated pursuant to **Section 4.2.1**).

Veteran: A person who served in the active military, naval, or air service and who was discharged or released therefrom under conditions other than dishonorable, for the purpose of qualifying for Preference Points.

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3 LOAN TERMS

3.1 Overview of Loan Terms

The terms, requirements, and conditions for loans approved through the FTHLP are outlined in **Table 1** and described further below.

Table 1. Loan Terms and Requirements

Term or Requirement	Below Market Rate Homes	Market Rate Homes
Loan Amount	Up to 2015% of the purchase price, with a maximum of $10040,000.	Up to 210% of the home purchase price, with a maximum of $10040,000.
Interest Rate	3.5%, simple interest	
Loan Term	30 year, deferred payment	
Repayment	Repayment of principal and interest is due upon the sale of the property, upon the formal filing and recording of a notice of default, or the expiration of the loan term (whichever is earliest).	Repayment of principal and interest or equity share is due upon the sale of the property, payoff, or refinance of the first mortgage, upon the formal filing and recording of a notice of default, or the expiration of the loan term (whichever is earliest).
Equity Share	Loans on BMR homes are subject to an equity share provision only upon the first sale of the home following the expiration of the restricted affordability period.	Upon the events described in "Repayment" above, Borrowers of loans for market rate properties are subject to a payment of either accrued interest or equity share, whichever is greater. See **Section 3.5** for a description of equity share.
Prepayment	Borrower(s) may prepay the Loan at any time without penalty (provided that the payment covers the principal as well as the accrued interest or equity share).	
Acceptable Primary Mortgages	See **Section 3.2**.	
Position on Title/Layered Financing	The City must be in second position on title, behind only a primary mortgage, except when the borrower is also using other similar County, State, or governmental programs, such as the Alameda County AC Boost, CalHFA, etc., that require a second position on title, at which time the City may subordinate in a third or fourth position on title. Borrowers may utilize other assistance loans other than those listed above, but they must be subordinate to the City's FTHLP loan.	
Co-Signatories (not allowed)	The loan shall contain no co-signatories. Only the approved Borrower's name(s) may be on the deed.	
Fees	Applicants are subject to the following fees: FFee for a credit check, due at the time of application (reimbursement, based on actual cost). Fee established by City Council resolution for $1,500 fee for loan underwriting, processing, and servicing, due upon close of escrow.	

Use of Loan Funds	Loan funds may be used for down payment assistance and to pay for non-recurring closing costs associated with the home purchase. Loans may not be used for repairs, room additions, or non-real property purchases.
Property Eligibility	Properties must be located in the City of Dublin and may be a single-family home, condominium, or a manufactured home (subject to secondary market eligibility requirements).
Inspection Reports	The Applicant must provide home and pest inspection reports (see **Section 3.3**).

3.2 Financing Requirements

All Applicants must be able to secure a primary home loan through a lending institution. Applicants may use a lender of their choice, provided that the lender adheres to the City's Guidelines for acceptable loan products. Applicants must provide a pre-approval letter, truth in lending statement, and good faith estimate from their chosen lender at the time of application for a FTHLP loan.

3.2.1 Acceptable Primary Loan Products

The City reserves the right to deny a loan or reject loan products for primary loans if the City believes in its sole discretion that there is a stronger likelihood that the loan product would potentially result in loss of loan funds due to the purchasers' inability to comply with the terms of the loan.

Following is a nonexclusive list of the loan products that are generally acceptable to the City. The list is not intended to be exhaustive, and other loan products may be evaluated upon request.

Acceptable Primary Mortgage Loan Products

- Fixed mortgages up to 3040 years
- Maximum 100% combined loan to value

3.2.2 Prohibited Primary Loan Products and Unacceptable Mortgage Features

The following loan products and mortgage features are generally unacceptable to the City:

- Interest-only loans
- Negative amortizing loans
- Adjustable rate loans
- Balloon payment loans
- Lines of credit that exceed the resale price of the unit
- Stated income loans
- Excessive points and fees (more than what is typical of the market at the time)

3.2.3 Down Payment

The Borrower is required to make a minimum down payment of at least 3.5% of the sales price. Funds must be placed into escrow prior to the close of escrow and must come from acceptable sources and be verified and properly documented per Federal Housing Administration guidelines.

3.3 Property Inspection Reports

The Applicant must obtain and provide pest inspection and home inspection reports for the property from licensed professionals. The pest inspection report must confirm that the structure is sound and any noted pest infestations must be resolved as recommended in the report. The home inspection report must cover all major systems, including, but not limited to, electrical, plumbing, ~~and~~ drainage, ~~as well as~~ the foundation, paint, and appliances. Reports should be provided to the City as early as possible during the escrow period to ensure funding and a timely close of escrow.

3.4 Recorded Loan Documents

The City will prepare and the Borrower will sign a set of documents that describe agreed-upon loan terms and ongoing Program requirements. These documents will be executed at the close of escrow and recorded on the property's title. City Staff will discuss the basic provisions of these documents with the Borrower(s) at the in-person consultation prior to the close of escrow; however, Borrowers should review these documents thoroughly prior to signing.

3.4.1 Loan Documents for Below Market Rate Homes

Sample loan documents for FTHLP loans on BMR Units are provided in **Exhibits 1, 2, and 3**. Documents include the Loan, Occupancy, Refinancing, and Resale Restriction Agreement with Option to Purchase (**Exhibit 1**), Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement (**Exhibit 2**), and Secured Promissory Note (**Exhibit 3**). BMR Units are also subject to the provisions described in the Guidelines to the Inclusionary Zoning Regulations Ordinance.

3.4.2 Loan Documents for Market Rate Homes

Sample loan documents for FTHLP loans on market rate units are provided in **Exhibits 4, 5, and 6**. Documents include the Loan and Equity Share Agreement (**Exhibit 4**), Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement (**Exhibit 5**), and Secured Promissory Note (**Exhibit 6**).

3.5 Equity Share

3.5.1 Below Market Rate Units

BMR Units are not subject to an equity share provision upon resale or prepayment or in the occurrence of default; however, BMR Units must pay an equity share to the City upon the first sale of the property following the expiration of the restricted resale period. This requirement is described in the Guidelines to the Inclusionary Zoning Regulations Ordinance and in the Loan, Occupancy, Refinancing, and Resale Restriction Agreement with Option to Purchase (**Exhibit 1**).

3.5.2 Market Rate Units

Upon the sale of the property, repayment of the loan (due to a refinance or as an optional prepayment), or the occurrence of any default event, the Borrower must pay the City the loan principal as well as the greater of the accrued simple interest or an equity share. The equity share is based on the amount of the FTHLP loan in proportion to the value of the property and the amount by which the property has increased in value, based on an appraisal or resale purchase contract. The calculation is described in detail in the Loan and Equity Share Agreement in **Exhibit 4** and demonstrated in a sample calculation in **Example 1**.

Example 1. Equity Share Calculation

The Borrower purchased a property for $740,000 and the City provided an FTHLP loan of $740,000. The loan amount ($740,000) is equivalent to 10% of the sale price.

The Borrower sells the property 20 years later for $1,160,000. The property has appreciated by $420,000 ($1,160,000 - $740,000 = $420,000).

The City portion of the increased value is 10%, which equals $420,000 ($420,000 X 10% = $420,000).

If the $420,000 City share is greater than the accrued simple interest on the loan, the Borrower would owe the City a total of $1160,000 ($740,000 in principal and $420,000 in equity share).

4 HOUSEHOLD QUALIFICATIONS

4.1 Household Qualifications

A household must meet the requirements stated in **Table 2** to qualify for a Loan. **Section 4.2** provides additional detail on certain requirements.

Table 2. Applicant Household Qualifications

Qualification Requirement	Description
Income	The household's Total Household Income must not exceed the income limit set forth in **Section 4.2.1**.
Assets	The household may have no more than $250,000 in total assets, excluding pensions and federally approved pre-tax savings accounts.
First-Time Homebuyer	No member of the household may have owned any interest in real property during the three-year period prior to the household's BMR Unit application date.
Owner Occupancy	The household will occupy the unit as its Principal Residence within 6~~3~~0 days of the close of escrow on the unit.
Homebuyer Education	All title holders of the property must take a HUD or Fannie Mae-approved or City-approved First Time Homebuyer class and receive a certificate of completion. The certificate of completion must be dated within ~~six months~~ one year of the date of application.
Credit	All Applicants have a minimum FICO credit score of 620 (see **Section 4.2.2**) and must not have filed for bankruptcy in the last three years. Persons with records of deeds-in-lieu of foreclosure or judicial or non-judicial foreclosure are subject to a seven-year waiting period before they may be considered for an FTHLP loan.
Residency/Citizenship	All household members must be either a citizen or national of the United States or a qualified alien defined by the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
Loan Preapproval	Homebuyers must be preapproved for a home loan that conforms to the requirements established in **Section 3.2**.
Debt to Income Ratio	Homebuyers' proposed debt (based on current liabilities and proposed housing payment) may not exceed 45% of the household's monthly income (see **Section 4.2.4**).

Applicant households may request exceptions to qualification requirements. Procedures for exception requests are described in **Section 6**.

4.2 Description of Qualification Requirements

4.2.1 Household Income

4.2.1.1 Maximum Total Household Income

To be eligible for a FTHLP loan, the Applicant's Total Household Income must not exceed the current Moderate-Income limit. Total Household Income means the household's Gross Household Income (see **Section 4.2.1.2**) plus assets calculated pursuant to **Section 4.2.1.4**. Maximum Income is determined annually by HCD based on Area Median Income. **Table 3** shows the Maximum Income limits for Alameda County for 2021~~4~~.

Table 3. Program Income Limits by Household Size (2021~~4~~)

Household Size	Income Limit
1 person	$130,800~~78,550~~
2 persons	$149,500~~89,750~~
3 persons	$168,150~~101,000~~
4 persons	$186,850~~112,200~~
5 persons	$201,800~~121,200~~
6 persons	$216,750~~130,150~~
7 persons	$231,700~~139,150~~
8 persons	$246,650~~148,100~~

Source: HCD State Income Limits for Moderate-Income Households, 2021~~4~~

4.2.1.2 Gross Household Income

Gross Household Income means all income from all adult household members (18 years of age and older) derived from all sources as provided in the Internal Revenue Code (Title 26, Subtitle A, Chapter 1, Subchapter B, Part I, Section 61), whether or not such income is exempt from federal income tax. Such income includes, but is not limited to, the following:

- Compensation received from an employer. Compensation includes, but is not limited to, salary, overtime pay, and other pay
- Other pay can include, but is not limited to, compensation for special working conditions or one-time pay-out of unused vacation and sick leave
- Alimony, spousal, and child support
- Cash
- Pensions, if at an age where pension is being received as income
- Public benefits including, but not limited to, CalWorks, Social Security Income, and disability income
- All interest, dividends, and royalties
- Income derived from private businesses
- Rental income
- Income from pensions

- Compensation for services rendered including fees, fringe benefits, commissions, tips, and bonuses
- Stipend received for participation in a mentor, learning, or education opportunity
- Gains from dealings in private and/or commercial property
- Gambling winnings
- Annuities, life insurance, and endowment contracts
- Income from discharge of indebtedness
- Gross partnership contributions or distributions
- Income from an interest in an estate or trust

For purposes of determining Gross Household Income, each person 18 years of age or older must present **all** of the following:

- A complete set of federal and state income tax returns for the past three years, including all schedules (signed and dated) and W-2 forms (in the case where taxes have not been filed for any of the past three years, a letter of verification of non-filing from the Internal Revenue Service is required).
- Four most recent and consecutive pay stubs.
- Three recent and consecutive statements for all financial accounts, including, but not limited to, savings accounts, checking accounts, retirement accounts, 401(k~~K~~) accounts, stock accounts, and ~~another~~ other accounts held in the Applicant(s) name(s), whether held individually or together.

If a household member is self-employed, in addition to the information above, the member must submit profit and loss statements for the past three years (if applicable), and a current profit and loss statement for the year.

Exceptions:

1. Gross Household Income does not include income earned by a household member who is between the ages of 18 and 26 and meets **both** of the following criteria:
   - Is claimed as a dependent of a household member on such member's federal income taxes.
   - Is a full-time student (12+ units; school transcript must be provided).
2. Gross Household Income does not include payments to a household member from a governmental fund if **all** of the following requirements are satisfied:
   - The payments are based on the recipient's or the recipient's family's financial need.
   - The payments do not represent compensation for services rendered.
   - The payments are part of a governmental housing subsidy program including, but not limited to, Housing Choice Voucher (Section 8) federal housing assistance payments.

4.2.1.3 Income Calculation

a. **Wage and Salary.** If an Applicant is a full-time employee (usually 30 to 40 hours per week) or an employee with consistent regular hours or income, or income with overtime or adjustments as a regular part of their job, one of the formulas listed in **Table 4** will be used to determine the Applicant's salary. Bonuses, commissions, and limited overtime may be calculated into the annual income calculation. In the case of unclear income or income that is somewhat difficult to calculate, please contact the City. The City will make the final determination as to which income calculation formula to use.

Table 4. Annual Income Calculations by Pay Frequency

Pay Frequency	Annual Income Calculation
Monthly	Monthly income amount x 12
Twice Monthly	Twice monthly income amount x 24
Biweekly	Biweekly income amount x 26
Weekly	Weekly income amount x 52
Hourly	Hourly income x 40 (or whatever normal hours per week may be) x 52

b. **Variable Income.** For Applicants who are part-time employees or employees with variable hours every pay period (or variable hours less than 40 hours per week), inconsistent income or hours, frequent overtime, bonuses and commissions, etc., their annual salary will be calculated using year-to-date income, plus the previous year's income (from same income source or employer), divided by the number of months reviewed (UP TO BUT NOT EXCEEDING 12 MONTHS) times 12 to arrive at their annual income. If there is no previous year income from the same employer, or the job was started mid-year, the current income year to date using the calculation explained in (b) above will be used. If an Applicant works consistently 40 hours per week and has occasional or regular overtime, the calculation listed in (b) above will be used to calculate income.

c. **Inconsistent or Temporary Change in Income Due to a Temporary Circumstance.** If an Applicant has a temporary situation (seven months or less) that makes income calculation difficult, a verification of employment may be used to calculate the Applicant's income based on a normal annual time period. Or, the income may be calculated based on the person's hourly rate times their normal working hours (as shown in item (b) above).

d. **Self-Employed or Non-Corporation.** A self-employed Applicant is also considered to have variable income. Gross annual income calculations will be based on the previous two years' net income shown on Schedule C of the federal income tax returns, plus net income before taxes from the Applicant's signed, year-to-date Profit and Loss Statement, divided by the appropriate number of months (NOT TO EXCEED 12 MONTHS) times 12 to arrive at the annual income.

4.2.1.4 Assets

An asset test will be applied to all Applicants to determine whether they satisfy the income requirements. If an Applicant has assets that exceed $30,000, the following amounts will be added to the Applicant's Gross Household Income to determine the household's Total Household Income:

- 10% of all assets valued at between $30,001 and $130,000
- 30% of all assets valued over $130,000

The maximum assets allowed are $250,000. Households with assets in excess of $250,000 will be disqualified. Assets include, but are not limited to, cash, all savings and checking accounts, stocks, bonds, real estate, gifts, and other sources of money. Pensions and federally approved retirement savings accounts, such as IRAs, Roth IRAs, and 401k~~K~~s, are excluded; however, retired Applicants who receive income from their retirement account must include such income as Gross Household Income on their application. **Example 2** illustrates the calculation for determining income with assets.

Example 2. Determining Income with Assets
Example 2.A A household of 3 earns $1050,000 a year and has $150,000 in total household assets
$150,000 - $30,000 = **$120,000** (which is less than $130,000)
10% of $120,000 = **$12,000**
New Total Household Income: $1050,000 + $12,000 = **$1162,000**
Example 2.B A household of 43 earns $150,000 a year and has $200,000 in total household assets
$200,000 - $30,000 = **$170,000** (which is more than $130,000)
10% of $130,000 = **$13,000**
30% of balance of $40,000 = **$12,000**
New Total Household Income: $150,000 + $13,000 + $12,000 = **$175,000**

4.2.2 Credit Score

A credit check will be conducted on all adults (other than dependents) in the household. Applicants must have sufficient creditworthiness to qualify. Creditworthiness means that:

1. All household individuals shall have a minimum of seven years since Chapter 7 or Chapter 13 bankruptcy discharge date and/or foreclosure or short sale and evidence of reestablished credit is provided.

2. All persons appearing on the mortgage shall have a minimum FICO credit rating of 620 points from all three credit agencies.

4.2.3 Homebuyer Education Program

Borrower(s) must successfully complete a HUD, Fannie Mae-, or City-approved First Time Homebuyer class prior to the close of escrow and must provide the City with evidence of completion. The completion date must be within ~~six months~~one year of the proposed date of loan funding.

4.2.4 Debt to Income Ratio

Applicant(s) must have a debt to income ratio of no greater than 45%. This is determined by calculating the Applicants' monthly debt obligations, including (but not limited to) estimated monthly housing expenses, car payments, and other loan obligations and comparing it to the Applicants' monthly Household Income.

Student loan debt may be excluded from the monthly debt obligation calculation if the Applicant can provide documentation that repayment of the loan is deferred for a period of at least three years from the application date.

4.2.5 Preference Points

The Preference Point system provides priority to certain households who are deemed to have a priority need for housing in Dublin. Priority criteria are shown in **Table 5**. Loans may be approved for households who are not eligible for any Preference Points.

~~Each household may only claim~~ Preference Points vary based on category and do not distinguish between adults and children. See **Table 5** for details and requirements. If ~~once for any given category. Even if~~ two persons in the household qualify for Preference Points for the same category, the maximum preference points for that category would be two points ~~are only awarded for one person~~. For example, if a husband and wife are both employed in Dublin, the couple receives only 23 Preference Points for being employed in Dublin. However,~~Similarly,~~ if two Seniors make up a household, they would be entitled to only 1 Preference Point, as that category has a maximum of one preference point for household.

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Preference Points

Priority	Points	Proof Required
Employed in Dublin ~~for at least 6 months~~	3 points mMaximum, one per household member	Copy of ~~first and most~~ recent pay stub establishing ~~length of~~ employment in Dublin~~; or~~ ~~Letter from employer, on company letterhead, indicating continuous employment for the past six months; or~~ If self-employed in Dublin, then the business must have a current City business license ~~for at least 6 months at the time of application~~. Must have been employed within the City of Dublin for at least six months.
Public service employee in Dublin*	1 per household ~~additional~~	~~Copy of first and most recent pay stub establishing length of employment; or~~ Copy of recent pay stub or l~~L~~etter from employer, on company letterhead, establishing public service in Dublin~~indicating continuous employment for the past six months~~; or For a newly hired teacher at a state-accredited school, who will be working in Dublin, a copy of employment contract; and A letter from employer confirming employment and employer contact information.
~~Has resided in~~Resides in Dublin ~~for at least one year~~	3 points mMaximum, one per household member	Copy of ~~two~~ utility bill~~s~~ (PG&E or water), ~~one from at least one year ago and one most recent utility bill both~~ showing the Applicant with a Dublin address; or Copy of a current rental agreement. Must have been a resident of the City of Dublin for at least one-year.
Seniors (62 and over)	1 per household	A valid state driver license; or A valid state identification card (with photo); or A valid passport.
Permanently disabled	1 per household	Doctor's note confirming that Applicant is permanently disabled; or Other verification from a state agency establishing permanent disability status; or Verification of receipt of SSI or SSDI.
Veteran	1 per household	A military department record of service such as an original military service record or certified copy. The document must contain the length, time, and character of the service.
Has an immediate family member who is a Dublin resident	1 per household	Copy of utility bill (PG&E or water), showing the immediate family member with a Dublin Address; or Copy of the immediate family member's current rental agreement; and Copy of birth certificates for self and immediate family member, establishing relationship; or Other legal document establishing relationship.

Priority	Points	Proof Required
Must move because housing is to be demolished or converted to condo	1	Letter from apartment owner or management firm verifying the imminent condominium conversion or demolition of the unit; and Confirmation from the City's Community Development Department.
~~Foreclosed/REO Property~~	~~1~~	~~A sales contract showing that the bank is selling the property and has accepted the Applicant's purchase offer.~~

** A public service employee is a person who is employed by a public agency such as the City of Dublin, a firefighter or police officer assigned to work in Dublin, BART, DSRSD, or USPS working in Dublin.*

5 Procedures

5.1 Loan Application, Approval, and Funding Procedures

The following are the general steps for qualifying for and finalizing a loan (see **Figure 1** for an overview):

1. **Review qualification requirements.** Potential Applicants should review these Guidelines and confirm that they meet established qualification requirements (see **Section 4**).

2. **Pre-qualify with a lender.** Potential Applicants should work with a lender of their choosing to get pre-qualified to purchase a home. Potential financing must meet the requirements described in **Section 3**. This will be necessary for preparing a complete application and will give the buyers a clear understanding of the amount of money they are eligible to borrow for a home purchase. The City is available to speak with lenders to clarify Program terms and requirements.

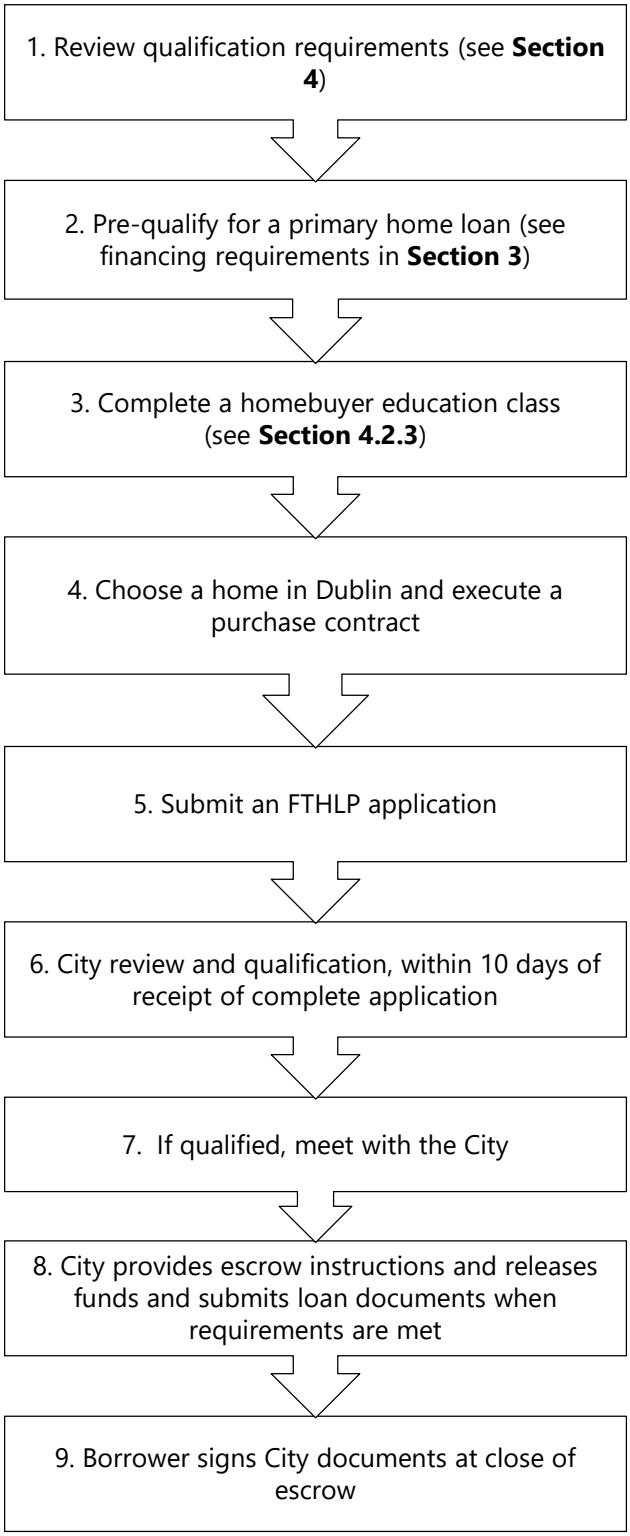
3. **Homebuyer education.** Potential Applicants must complete a First Time Homebuyer Class (see **Section 4.2.3**)

4. **Execute a purchase contract.** Potential Applicants should work with a real estate agent to find a desirable home for sale in the City. Homes may be BMR Units (most available BMR Units are listed on the City's website) or market rate properties. Prepare an offer and execute a purchase agreement on the home of your choosing.

5. **Submit a FTHLP aApplication.** Prepare and submit a complete FTHLP application packet to the City's Housing Division. Be sure to include supporting documentation for income and asset verification (contact City Staff or view the City's website for an application package). The application should be submitted at least four weeks prior to the scheduled close of escrow.

6. **City Staff/Loan Committee review and qualification determination.** The City will make every effort to review the application and qualification materials and determine eligibility within 10 working days of receipt of a complete

Figure 1. Loan Application Process



application. The application will be considered by City Staff in the Housing Division (to determine application completeness and basic qualification) and the City's Loan Committee. If approved, the City will send the Applicant a conditional approval letter. Applicants who are determined to be ineligible will receive a denial letter.

7. ~~**In-person**~~**Buyer consultation.** All adult members of the approved Borrower household must schedule and complete ~~an in-person~~a consultation with City Staff to discuss loan terms, restrictions, and ongoing requirements. At the meeting, Borrowers will review and sign a truth in lending statement and a good faith estimate.

8. **Loan documents.** Following completion of the consultation, City Staff will prepare escrow instructions and submit them to the escrow officer. The instructions will describe the documentation the City will need in order to prepare loan agreements and fund the loan. Documents will include (but may not be limited to) a title report, home and pest inspection reports, an appraisal, and documents regarding the primary loan.

9. **Sign paperwork.** Following receipt of required paperwork from the escrow company, the City will prepare the appropriate loan documents for the Borrower to sign at closing (see **Section 3.4**). Once the Borrower has signed, the paperwork will be delivered to the City for signature. The City will forward this paperwork as well as a request for notice of default on the Borrower's primary loan to the escrow officer for recordation.

10. **Monitoring and correspondence.** The Borrower must complete annual surveys to the City and should contact City Staff with any questions. Any default on the signed agreements may result in the City calling the loan due immediately. Borrowers must contact the City when contemplating a sale or refinance.

5.2 Pre-Qualification

The City will accept applications for preliminary review and pre-qualification. This review will confirm that the Applicant meets the qualifications described in **Section 4**, with the exception of the debt-to-income ratio, which cannot be determined until the City is provided with an estimate of monthly housing costs for a specific home. Applications for pre-qualification are subject to costs to reimburse the City's direct cost to obtain a credit report. Pre-qualification applications are reviewed by City Staff in the Housing Division but are not reviewed by the Loan Committee. Following the review, City Staff will issue a letter of eligibility. Note that Program funding is limited and a letter of eligibility does not guarantee that funds will be available to the Applicant if/when they are requested.

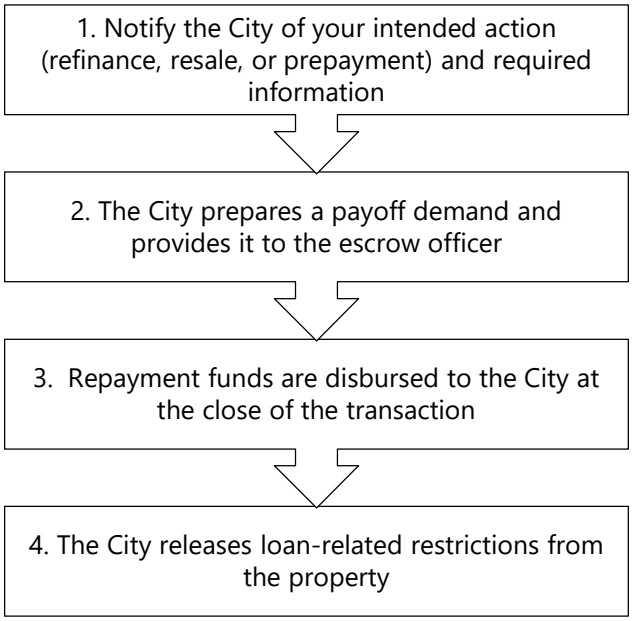
5.3 BMR Unit Refinancing

BMR Unit Borrowers may keep the FTHLP loan intact through a refinance, provided that the new loan meets City standards. BMR Unit Borrowers must notify the City of their intent to refinance and follow the refinance procedures outlined in the Guidelines to the Inclusionary Zoning Regulations Ordinance.

5.4 Loan Payoffs

Market rate home Borrowers must pay off the FTHLP loan in the event of a refinance or resale and have the option to prepay the loan at any time. BMR Unit Borrowers must pay off the FTHLP loan in the event of a resale and have the option to pay off the loan during a refinance or may choose to prepay the loan at any time. An overview of the payoff process is outlined in **Figure 2**.

Figure 2. Loan Payoff Process



The following are the general steps for the loan payoff process (see **Figure 2** for an overview):

1. **Provide notice and documentation.** The Borrower must provide the City with the following:

    a. A written notification of the Borrower's intended action.

    b. A current property appraisal or a resale purchase contract.

    c. The name and contact information of the escrow officer managing the transaction, as well as an escrow number.

2. **City prepares payoff demand.** The City will calculate the accrued interest and equity share, if applicable, and prepare a payoff demand for the greater of the two. The equity share calculation is described in **Section 3.5**. The City will provide a copy of the payoff demand to the Borrower and submit the demand to the escrow officer.

3. **Funds disbursed to the City.** The escrow officer will disburse repayment funds to the City as stated in the payoff demand upon the close of the transaction.

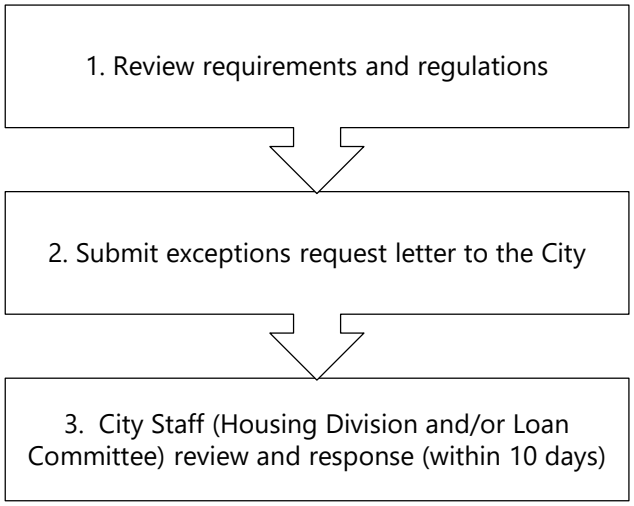
4. **Release and reconveyance.** The City will prepare appropriate documents to release the loan documents (as described in **Section 3.4**) from the property.

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6 Exceptions

Any applicant believing that his/her situation warrants an exception to any part of these Guidelines due to circumstances outside of his/her household's control, such as refugee status, special needs, or other hardships or special circumstances, may request an exception by submitting a written letter to the City prior to submitting an application of any kind. The exception request procedure is outlined in **Figure 3**.

Figure 3. Exception Request Procedure



The exception request must specify which particular guideline or requirement the household cannot meet for reasons beyond their control or other valid reasons, and/or describe the household's unique circumstances which warrant one or more specific exceptions to be identified in the letter, referencing the page(s) and section(s) of these Guidelines and/or application form related to the request.

Exceptions related to disabilities (reasonable accommodations) may be requested according to this procedure, with a brief description of the exception(s) needed due to the Applicant's disability. Such requests will be handled in accordance with the City's reasonable accommodations policy and these Guidelines.

Exceptions will be considered by City Staff, including authorized persons in the Housing Division and/or members of the Loan Committee. The City will provide a letter response within 10 calendar days, stating whether the requested exception can be granted in full or part and the reason for such decision.

CITY OF DUBLIN
FISCAL YEAR 2024-25
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X

Budget Transfer Between Funds _____

From Designated Reserves _____

Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		Affordable Housing Fund - Housing - First Time Homeowner Loans	
		29018100.66101	$180,000

REASON FOR BUDGET CHANGE

Enhance the City's FTHLP by increasing the number of First Time Homebuyer Loan Program loans that the City can provide. Funding will come from the Affordable Housing Fund Balance.

As Presented at the City Council Meeting **9/3/2024**

Amendments to the First-Time Homebuyer Loan Program Guidelines

City Council

September 3, 2024



DUBLIN
CALIFORNIA

Background

- 2006: City Council adopted the First Time Homebuyer Loan Program (FTHLP)
- 2007: Changed the interest rate from a variable interest rate, to a fixed rate of 3.5%
- 2011: Set maximum loan amount for market rate at 10%, and below market rate at 15% with a not to exceed loan amount of $40,000



Background

- FTHLP provides deferred loan to income qualified first-time homebuyers
  - Household of Moderate Income (120% AMI) or below
  - No principal or interest payment due
  - Use to purchase market rate or below market rate unit

Background

City of Dublin Strategic Plan

- Strategy 3: Housing Inclusivity and Affordability
  - Objective A: Implement the goals, policies and programs in the 2023-2031 Housing Element
  - Objective C: Support programs that facilitate homeownership such as the First Time Homebuyer Loan Program

2023-2031 Housing Element

- Program E.7: Review FTHLP for opportunities to broaden use of the program and to ensure compatibility with similar loan programs

Program Review

Loan History

- 67 loans issued totaling $2.4 million
- 28 loans repaid totaling $1 million
- 59 loans were for Below Market-Rate (BMR) properties
- 8 loans were for Market-Rate properties

Households Types

- 63 loans for moderate-income households
- 2 loans for low-income households
- 2 loans for very-low-income households

Program Review

- Program underutilized in recent years
  - Historically low interest rates
  - Increasing home prices
  - Compatibility with other programs
- Uptick in activity in last fiscal year
  - Coincides with increasing interest rates

FTHLP Peer Comparison

City	Interest Rate	Loan Term in years	Max Loan Amt BMR Unit (% of price)	Max Loan Amt Market Rate Unit (% of price)	Max Loan Amt ($)	Min Down payment (% of price)
Dublin	3.5%	30	15%	10%	$40,000	3.5%
Concord	0.0%	15	20%	20%	$40,000	3.0%
Livermore - BEGIN	3.0%	30	20%	20%	$30,000	3.0%
Livermore - CalHome	3.0%	30	20%	20%	$60,000	3.0%
Livermore - Non-CalHome (MAP)	3.0%	20	20%	20%	$60,000	3.0%
Pleasanton	0.0%	30	20%	20%	$100,000	3.0%
Alameda County - AC Boost	0.0%	30	10%	50%	$210,000	0.0%
Walnut Creek - not BEGIN	0.0%	45	17%	17%	$65,000	3.0%
Walnut Creek - BEGIN	1.0%	30	20%	20%	Not specified	3.0%
Napa	1.0%	30	30%	30%	$150,000	1.0%
Average	**1.4%**	**31**	**20%**	**20%**	**$ 83,000**	**2.8%**

Recommendations for the FTHLP

- Lower the interest rate from 3.5% to 3%
- Lower the minimum downpayment from 3.5% to 3%
- Increase loan amount to 20% for market rate and BMR properties
- Increase the not-to-exceed loan amount from $40k to $100k
- Allow the City loan position to be subordinated behind the primary mortgage and other public downpayment assistance programs
- Minor edits and clarifications to the Guidelines

FTHLP Family of 2 Buyer Scenario

- Median Income – AMI of 100

Family of 2 First Time Homebuyers	As of 8/14/2024
Median income - Annual Income	$124,550
Assumes HOA Dues, Property Taxes and Homeowners Insurance	
30-year term at 6% interest	
Buyer puts 3% down and gets $100k in FTHLP funds	
Maximum Home Purchase Price of	$541,650

- Moderate Income – AMI of 120

Family of 2 First Time Homebuyers	As of 8/14/2024
Moderate income - Annual Income	$149,500
Assumes HOA Dues, Property Taxes and Homeowners Insurance	
30-year term at 6% interest	
Buyer puts 3% down and gets $100k in FTHLP funds	
Maximum Home Purchase Price of	$647,770

FTHLP Family of 4 Buyer Scenario

- Median Income – AMI of 100

Family of 4 First Time Homebuyers	As of 8/14/2024
Median Income - Annual Income	$155,700
Assumes HOA Dues, Property Taxes and Homeowners Insurance	
30-year term at 6% interest	
Buyer puts 3% down and gets $100k in FTHLP funds	
Maximum Home Purchase Price of	$674,140

- Moderate Income – AMI of 120

Family of 4 First Time Homebuyers	As of 8/14/2024
Median Income - Annual Income	$186,850
Assumes HOA Dues, Property Taxes and Homeowners Insurance	
30-year term at 6% interest	
Buyer puts 3% down and gets $100k in FTHLP funds	
Maximum Home Purchase Price of	$806,600

Recommendation

Adopt the **Resolution** Amending the First Time Homebuyer Loan Program Guidelines, and approve the budget change.

Questions