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, October 15, 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, October 15, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: 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 World Polio Day Proclamation
The City Council will present the World Polio Day proclamation.
STAFF RECOMMENDATION:
Present the Proclamation.
Staff Report
Attachment 1 - World Polio Day Proclamation

3.2 Presentation of the Hindu American Awareness and Appreciation Month Proclamation
The City Council will present the Hindu American Awareness and Appreciation Month proclamation.
STAFF RECOMMENDATION:
Present the Proclamation.
Staff Report
Attachment 1 - Hindu American Awareness and Appreciation Month Proclamation

3.3 Presentation of the Diwali Proclamation
The City Council will present the Diwali proclamation.
STAFF RECOMMENDATION:
Present the Proclamation.
Staff Report
Attachment 1 - Diwali Proclamation

3.4 Recognition of Outgoing Dublin Chief of Police Nate Schmidt
The City Council will make a presentation to outgoing Dublin Chief of Police Nate Schmidt, in appreciation of his dedicated service to the City of Dublin and Alameda County.

STAFF RECOMMENDATION:
Make the presentation.
Staff Report

4. PUBLIC COMMENT

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

5. CONSENT CALENDAR

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

5.1 Approval of the October 1, 2024 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the October 1, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:
Approve the minutes of the October 1, 2024 Regular City Council Meeting.
Staff Report
Attachment 1 - October 1, 2024 Regular City Council Meeting Minutes

5.2 Purchase and Sale Agreement with Kathy L. Beltran for Right-of-Way, Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119

The City Council will consider approving a Purchase and Sale Agreement with Kathy L. Beltran for 4,662 square feet of right-of-way, 286 square feet of public service easement for utilities, and 4,608 square feet of temporary construction easement for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School project, CIP No. ST0119.

STAFF RECOMMENDATION:
Adopt the **Resolution** Approving the Purchase and Sale Agreement and Joint Escrow Instructions with Kathy L. Beltran for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.
Staff Report

Attachment 1 - Resolution Approving the Purchase and Sale Agreement and Joint Escrow Instructions with Kathy L. Beltran for the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119
Attachment 2 - Exhibit A to the Resolution - Purchase and Sale Agreement and Joint Escrow Instructions
Attachment 3 - CIP No. ST0119

5.3 Agreement with The Sourcing Group for Apparel Purchasing Services

The City Council will consider approving an agreement for apparel purchasing services with The Sourcing Group.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement with The Sourcing Group for Apparel Purchasing Services.

Staff Report
Attachment 1 - Resolution Approving the Agreement with The Sourcing Group for Apparel Purchasing Services
Attachment 2 - Exhibit A to the Resolution - Agreement with The Sourcing Group for Apparel Purchasing Services
Attachment 3 - RFP for Apparel Services

5.4 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from September 1, 2024 - September 30, 2024, totaling $11,108,995.91.

STAFF RECOMMENDATION:

Receive the report.

Staff Report
Attachment 1 - Payment Issuance Report for September 2024

5.5 Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117 – Contract Change Order Authorization for Hacienda Drive

The City Council will consider increasing the contract change order authority of the City Manager for the Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117, to enable a change order to the contract with American Asphalt Repair & Resurfacing Co. to resurface and restripe Hacienda Drive from Dublin Boulevard to the I-580 on- and off-ramps.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the City Manager to Approve Contract Change Orders with American Asphalt Repair & Resurfacing Co., Inc. for Hacienda Drive for the Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117.

Staff Report
Attachment 1 - Resolution Authorizing the City Manager to Approve Contract Change Orders with American Asphalt Repair & Resurfacing Co., Inc. for Hacienda Drive for the Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117

Attachment 2 - Resolution No. 28-24 - Approving the Plans and Specifications and Awarding a Contract to American Asphalt Repair & Resurfacing co., Inc. for Annual Street Resurfacing (2024 Slurry Seal) Project, CIP NO. ST0117
Attachment 3 - CIP No. ST0117

5.6 Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117 – Acceptance of Work

The City Council will consider the acceptance of the Annual Street Resurfacing (July 2023 Slurry Seal) Project. The project included localized repair of failed asphalt concrete pavement, slurry seal, and pavement delineation on 46 street segments.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117.

Staff Report
Attachment 1 - Resolution Accepting the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117
Attachment 2 - July 2023 Slurry Seal, Project Location Map
Attachment 3 - CIP No. ST0117

5.7 Approval of a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Regional Street Senior Affordable Housing Project

Eden Housing, Inc. requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of bonds in an amount not to exceed $50,000,000 of tax-exempt revenue bonds. The bond proceeds will be used to finance the acquisition, construction, development, and equipping of a 113-unit multifamily rental housing facility known as the Regional Street Senior Affordable Housing Project. The project will be owned and operated by Eden Housing or their controlled affiliate and located at 6541-6543 Regional Street. The City Council is being asked to adopt a resolution to approve the financing of the Project by the CMFA.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing and Refinancing the Acquisition and Construction of a Multifamily Rental Housing Development Known as Regional Street Senior Affordable Housing Project at 6541-6543 Regional Street.

Staff Report
Attachment 1 - Resolution Approving a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing and Refinancing the Acquisition and Construction of a Multifamily Rental Housing Development Known as Regional Street Senior Affordable Housing Project at 6541-6543 Regional Street. Affordable Housing
Item 5.7 - SB343

5.8 Establishment of a Standing Finance and Investment Committee of the City Council

The City Council will consider a resolution establishing a standing Finance and Investment Committee consisting of two Councilmembers appointed by the Mayor. The Committee will be responsible for reviewing and making recommendations to the City Council on financial matters including the City's investment policy and strategy.

STAFF RECOMMENDATION:

Adopt the **Resolution** Establishing a Standing Finance and Investment Committee.

Staff Report

Attachment 1 - Resolution Establishing a Standing Finance and Investment Committee

5.9 Agreement with Flock Group Inc. for Automated License Plate Readers and Situational Awareness Camera Technology

The City Council will consider approving the agreement with Flock Group Inc. for the replacement of current Automated License Plate Readers (ALPR) and situational awareness camera (Sitcam) technology. The agreement includes the procurement and installation of 22 ALPR Flock cameras and 60 Flock Sitcams to cover the identified locations.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Contract Services Agreement with Flock Group Inc. for Automated License Plate Readers and Situational Awareness Camera Technology.

Staff Report

Attachment 1 - Resolution Approving a Contract Services Agreement with Flock Group Inc. Inc. for Automated License Plate Readers and Situational Awareness Camera Technology

Attachment 2 - Contract Services Agreement Between the City of Dublin and Flock Group Inc.

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS

7.1 Dublin Centre Community Facilities District Formation

The City Council will receive a presentation from the applicant and provide feedback and direction regarding a proposed Community Facilities District (CFD) at the Dublin Centre project location and consider various actions to initiate proceedings to form the CFD.

STAFF RECOMMENDATION:

Receive the presentation and adopt the following: 1) **Resolution** Declaring Intention to Form a Community Facilities District and Levy Special Taxes in City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) to Finance Certain Public Services and the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District; and 2) **Resolution** Declaring Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for City of Dublin Community Facilities District No. 2024-1 (Dublin Centre).

Staff Report

Attachment 1 - Resolution Declaring Intention to Form a Community Facilities District and Levy Special Taxes in City of Dublin Community Facilities District No. 2024-1 (Dublin Centre), with Exhibits B and C
Attachment 2 - Exhibit A to the Resolution - Rate and Method of Apportionment
Attachment 3 - Resolution Declaring Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for City of Dublin Community Facilities District
Attachment 4 - Proposed Boundaries of City of Dublin Community Facilities District No. 2024-1 (Dublin Centre)
Item 7.1 - PowerPoint Presentation

8. NEW BUSINESS – None.

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: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation of the World Polio Day Proclamation
Prepared by: Marissa Clevenger, Administrative Technician

EXECUTIVE SUMMARY:

The City Council will present the World Polio Day proclamation.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Polio is a highly infectious disease that spreads from person to person, typically through contaminated water. It commonly affects children under the age of 5 and can attack the nervous system and lead to paralysis. The eradication of polio is one of Rotary International's longest standing and most significant efforts. Those efforts are providing much needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) World Polio Day Proclamation

A PROCLAMATION OF THE
CITY OF DUBLIN, CALIFORNIA

"World Polio Day"

WHEREAS, Poliomyelitis, also known as poliovirus or polio, is a highly infectious disease that is spread person to person, typically through contaminated water; and

WHEREAS, polio commonly affects children under the age of 5 and can attack the nervous system and lead to paralysis; and

WHEREAS, there is no cure, but polio is preventable with a vaccine which has been administered to nearly 3 billion children in 122 countries and polio cases have dropped by 99.9% since 1988 when Rotary International helped establish the Global Polio Eradication Initiative; and

WHEREAS, Rotary is a global network of 1.4 million neighbors, friends, leaders, and problem-solvers who see a world where people unite and take action to create lasting change – across the globe, in our communities, and in ourselves; and

WHEREAS, the eradication of polio is one of Rotary's longest standing and most significant efforts; and

WHEREAS, these efforts are providing much needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim October 24, 2024, as "World Polio Day" in the City of Dublin and encourages all residents to join Rotary International in the mission to End Polio Now.

DATED: October 15, 2024

Mayor Michael McCorriston

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Councilmember Janine Thalblum

Agenda Item 3.2

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

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

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Hindu American Awareness and Appreciation Month is celebrated annually in the month of October. October is significant because it is the birth month of Mahatma Gandhi and is often when major Hindu holidays such as Navaratri and Diwali are celebrated. Hindu American Awareness and Appreciation Month is a global movement highlighting Hinduism as a tradition and celebrating the contributions Hinduism has made to society.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Hindu American Awareness and Appreciation Month Proclamation

A PROCLAMATION OF THE CITY OF DUBLIN, CALIFORNIA

"Hindu American Awareness and Appreciation Month"

WHEREAS, the City of Dublin, along with the nation, has been shaped by the extraordinary cultural and ethnic linguistic and religious diversity of its residents; and

WHEREAS, there are an estimated 1 billion Hindus worldwide, and approximately 4 million Hindu Americans live across the country; and

WHEREAS, Hindu Americans in the City of Dublin represent diverse ethnic backgrounds, including individuals of Indian, Pakistani, Bangladeshi, Malaysian, Indonesian, Afghan, Nepali, Bhutanese, Sri Lankan, Fijian, Caribbean, and European descent; and

WHEREAS, the City of Dublin has benefited from its connection with Hindu Americans, especially through the Vedanta philosophy, Ayurvedic medicine, classical Indian art, dance, music, meditation, yoga, literature, and community service; and

WHEREAS, the year 2024 marks the 131st anniversary of Hinduism being officially introduced to the United States by Swami Vivekananda at the 1893 World's Parliament of Religions in Chicago, IL, and the 124th anniversary of when he founded the Vedanta Society in San Francisco, California in 1900; and

WHEREAS, Hindu Americans promote the ideals of tolerance, pluralism, and religious freedom, and respect the diversity of all faiths, and the Vedas, the 5,000-year-old texts of Hindu Americans, provide the basis for these core principles: "Truth is one, the wise call it by many names" (Ekam sat vipra bahudha vadanti); and

WHEREAS, our diversity is one of our greatest strengths, and the City of Dublin joins with all those around the world celebrating Hindu Americans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby proclaim October 2024 as "Hindu American Awareness and Appreciation Month" in the City of Dublin.

DATED: October 15, 2024

Mayor Michael McCorriston

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Councilmember Janine Thalblum

Agenda Item 3.3

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

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

EXECUTIVE SUMMARY:

The City Council will present the Diwali proclamation.

STAFF RECOMMENDATION:

Present the Proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

October 31, 2024 will mark the annual occurrence of Diwali, a festival of lights celebrated in autumn of each year by Hindus, Sikhs, Jains, Buddhist, and others around the world. Diwali is celebrated by lighting the Diya, or oil lamp, which symbolizes dispelling darkness and bringing light into life with traditional offerings, rituals, and festivals. Diwali includes many traditions such as gathering with friends and family for community prayer, exchanging gifts, setting off fireworks, and decorating houses with colorful rangolis (decorative works of art created on the ground). Diwali is also the Hindu New Year, and it is celebrated on the last day of the last month in the lunar calendar.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Diwali Proclamation

A PROCLAMATION OF THE CITY OF DUBLIN, CALIFORNIA

"Diwali – October 31, 2024"

WHEREAS, the City of Dublin, along with the nation, has been influenced by the extraordinary cultural, ethnic, linguistic, and religious diversity of its residents; and

WHEREAS, Diwali is celebrated in autumn of each year by Hindus, Sikhs, Jains, Buddhist, and others throughout the Bay Area and the World; and

WHEREAS, Diwali is a festival of lights which is celebrated by lighting the Diya, or oil lamp, which symbolizes dispelling darkness and bringing light into life with traditional offerings, rituals, and festivals; and

WHEREAS, Diwali is also the beginning of the Hindu New Year, and it is celebrated on the last day of the last month in the lunar calendar; and

WHEREAS, for Hindus, Diwali is a celebration of good triumphing over evil, and light prevailing over darkness; and

WHEREAS, Hindu Americans in the City of Dublin represent diverse ethnic backgrounds, including individuals of Indian, Pakistani, Bangladeshi, Malaysian, Indonesian, Afghan, Nepali, Bhutanese, Sri Lankan, Fijian, Caribbean, and European descent; and

WHEREAS, our diversity is one of our greatest strengths, and Dublin joins with all those around the world celebrating Diwali.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby proclaims October 31, 2024, as "Diwali" in the City of Dublin and encourages residents to recognize the contributions of all Hindu, Sikhs, Jains, and Buddhists in all aspects of our vibrant economy and civic society.

DATED: October 15, 2024

Mayor Michael McCorriston

Vice Mayor Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Councilmember Janine Thalblum

Agenda Item 3.4

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Recognition of Outgoing Dublin Chief of Police Nate Schmidt
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will make a presentation to outgoing Dublin Chief of Police Nate Schmidt, in appreciation of his dedicated service to the City of Dublin and Alameda County.

STAFF RECOMMENDATION:

Make the presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Chief Schmidt has 25 years of experience in law enforcement, nearly 18 of which were spent working in Dublin. He began his career with the Alameda County Sheriff's Office in September 1999. As a Deputy, he worked at the Santa Rita Jail in Dublin, and at Dublin Police Services as a Patrol Officer and later as a Detective. In December 2006, he was promoted to the rank of Sergeant and continued at Dublin Police Services as a Patrol Supervisor and Detective Sergeant. After being promoted to the rank of Lieutenant in December 2011, he worked at the Glenn E. Dyer Jail in Oakland, and at the Eden Township Station before returning to Dublin Police Services. He was promoted to the rank of Captain in September 2016 and worked for a short time at the Santa Rita Jail before returning to Dublin Police.

In January 2023, Chief Schmidt was promoted to the rank of Commander and was assigned to the Law Enforcement Services Division. He was then appointed as the City's Police Chief effective March 19, 2023.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 5.1

STAFF REPORT

CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of October 1, 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 October 1, 2024 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the October 1, 2024 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the October 1, 2024 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) October 1, 2024 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: October 1, 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

Pursuant to Government Code §54953(b), this meeting included the following teleconference location:

- *Vice Mayor Hu attended the Regular Meeting via teleconference from The Westin Dallas Stonebriar Golf Resort & Spa – Lobby, 1549 Legacy Drive, Frisco, TX 75034.*

All votes during the remote session were conducted by a roll call vote.

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, October 1, 2024, in the City Council Chamber. The meeting was called to order at 7:00 PM, by Mayor McCorriston.

1) CALL TO ORDER

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

2) PLEDGE OF ALLEGIANCE

Mayor McCorriston reported Vice Mayor Hu was participating remotely via teleconference, that pursuant to Government Code §54953(b), her meeting location was posted on the agenda and the agenda was posted at the teleconference location 72 hours before the meeting, and all votes during the teleconference session would be conducted by roll call vote.

DRAFT

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Presentation of the Domestic Violence Awareness and Prevention Month Proclamation

The City Council presented the Domestic Violence Awareness and Prevention Month proclamation.

3.2) Presentation to Retiring City Manager Linda Smith

City Staff and the City Council made a presentation to retiring City Manager Linda Smith in appreciation of her dedicated service to the City.

4) PUBLIC COMMENT

Brent Songey provided public comment.

5) CONSENT CALENDAR

5.1) Approved the September 17, 2024 Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 108-24 titled, "Approving an Amended and Restated Agreement with HF&H Consultants, LLC."

5.3) Adopted Resolution No. 109-24 titled, "Approving Agreements for On-Call Electrical, Traffic Signal, Traffic Signal Communication, Streetlight Support, and Emergency Repair Services with Bear Electrical Solutions, LLC and DC Electric Group."

5.4) Adopted Resolution No. 110-24 titled, "Approving the Purchase and Sale Agreement and Joint Escrow Instructions with East Bay Regional Park District for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119."

5.5) Received notification of the City Engineer's receipt of the Final Map for review for Tract 8452, PA-3 The DC (Dublin Centre).

5.6) Waived the second reading and adopted Ordinance No. 11-24 titled, "Amending the Zoning Map and Approving a Planned Development Zoning District with a Stage 1 and Stage 2 Development Plan for the Hexcel Redevelopment Project."

5.7) Waived the second reading and adopted Ordinance No. 12-24 titled, "Amending Chapter 2.24.020 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code."

5.8) Adopted Resolution No. 111-24 titled, "Approving the Economic Development Strategy."

5.9) Adopted Resolution No. 112-24 titled, "Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Fiber Optic Cable Installation on Dublin Boulevard Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project;" Resolution No. 113-24 titled, "Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the San Ramon Road and Amador Valley Boulevard Intersection Improvements Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project;" and Resolution No. 114-24 titled, "Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Village Parkway and Amador Valley Boulevard Intersection Improvements Project and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project."

On a motion by Councilmember Josey, seconded by Councilmember Thalblum, and by unanimous roll call vote, the City Council adopted the Consent Calendar items.

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

6) PUBLIC HEARING

6.1) Dublin Commons (PLPA-2024-00047) - Postponement

The Public Hearing was postponed and continued to a date uncertain.

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Overview of the Metropolitan Transportation Commission's Transit Oriented Communities Policy

The City Council received an overview of the Metropolitan Transportation Commission's Transit Oriented Communities Policy.

The City Council asked clarifying questions and provided feedback.

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 8:32 PM.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.2

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Purchase and Sale Agreement with Kathy L. Beltran for Right-of-Way, Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119
Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving a Purchase and Sale Agreement with Kathy L. Beltran for 4,662 square feet of right-of-way, 286 square feet of public service easement for utilities, and 4,608 square feet of temporary construction easement for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School project, CIP No. ST0119.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Purchase and Sale Agreement and Joint Escrow Instructions with Kathy L. Beltran for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

FINANCIAL IMPACT:

The purchase price for the right-of-way, public service easement, and temporary construction easement is $80,301. There are sufficient funds available in the approved 2024-2029 Capital Improvement Program (CIP) budget for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School project, CIP No. ST0119.

DESCRIPTION:

On April 21, 2020, the City Council approved Resolution No. 31-20 adopting an amendment to the General Plan and Eastern Dublin Specific Plan changing a segment of Tassajara Road from North Dublin Ranch Drive to the northern City limit with Contra Costa County to a four-lane arterial roadway. Soon thereafter, Staff and consultants proceeded with the design phase to improve Tassajara Road from North Dublin Ranch Drive to Quarry Lane School to a four-lane arterial

standard with bike lanes, sidewalks, landscaped median, stormwater treatment areas, street lighting, and other associated street improvements.

The construction of the project requires the acquisition of right-of-way along the west side of the roadway. A strip of land, utility easement, and a temporary construction easement over the property owned by Kathy L. Beltran, Assessor's Parcel Number 986-0003-001-02, is required. The fee acquisition area is a strip of land along Tassajara Road, consisting of approximately 4,662 square feet. A rectangular area of 286 square feet is necessary for utilities, namely Pacific, Gas and Electric Company, to relocate electrical facilities. Additionally, the City will require a temporary construction easement consisting of approximately 4,608 square feet.

The property owner approved the conveyance and sale of the property, utility easement, and temporary construction easement, as proposed in the Purchase and Sale Agreement on September 12, 2024. Upon acquisition of all necessary rights-of-way, utility easement, and temporary construction easements from all properties along Tassajara Road within the project limits, the project design can be completed and advertised for construction, which is anticipated to begin in summer 2025.

The Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119, requires right-of-way acquisition from three properties. If approved by the City Council, this will be the second approved purchase and sale agreement for the project. On October 1, 2024, the City Council adopted Resolution No. 110-24, approving a purchase and sale agreement with East Bay Regional Park District. For the third property, on August 20, 2024, the City Council adopted Resolution No. 95-24, a resolution of public interest and necessity to acquire real property at 5856 Tassajara Road (Roshan and Mayar property). Subsequently the City filed an eminent domain lawsuit regarding that property.

Environmental Review

On March 3, 2020, the City Council approved a CEQA Addendum to the Initial Study/Mitigated Negative Declaration (Resolution No. 17-20), which was previously adopted in 2004. The Addendum addressed the programmatic change in the number of ultimate travel lanes from six lanes to four lanes for a portion of Tassajara Road, including the subject segment from North Dublin Ranch Drive to Quarry Lane School. The right-of-way necessary to construct this segment is also addressed in the approved Addendum.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Long-Term Infrastructure and Sustainability Investments
Objective B: Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Purchase and Sale Agreement and Joint Escrow Instructions with Kathy L. Beltran for the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119
2) Exhibit A to Resolution – Purchase and Sale Agreement and Joint Escrow Instructions
3) CIP No. ST0119

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH KATHY L. BELTRAN FOR THE TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT, CIP NO. ST0119

WHEREAS, Kathy L. Beltran is the owner of real property on Tassajara Road, Assessor's Parcel Number 986-0003-001-02; and

WHEREAS, in order to construct the Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119 (Project), the City of Dublin requires the acquisition of a portion of the property; and

WHEREAS, the City prepared a Purchase and Sale Agreement and Joint Escrow Instructions, attached hereto as **Exhibit A**; and

WHEREAS, the property owner signed the Purchase and Sale Agreement and Joint Escrow Instruction on September 12, 2024, approving the grant of fee title, public service easement, and temporary construction easement to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Purchase and Sale Agreement and Joint Escrow Instructions with Kathy L. Beltran, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute the agreement, attached hereto as **Exhibit A,** and make any necessary, non-substantive changes to carry out the intent of this Resolution, including any minor increases to closing costs, should that be necessary.

BE IT FURTHER RESOLVED that the City Manager, or designee, is authorized to execute instruments or documents, as may be necessary, to facilitate the land transfer and close of escrow as outlined in the agreement.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is entered into as of _____, 2024 (the "**Effective Date**"), by and between the CITY OF DUBLIN, a California municipal corporation ("**City**"), and KATHY L. BELTRAN, a married woman (**"Grantor"**). Grantor and City are individually referred to herein as a "**Party,**" and collectively referred to herein as the "**Parties**."

RECITALS

A. Grantor is the owner of certain real property located in the City of Dublin, California, designated as APN 986-0003-001-02 (the "**Property**").

B. The Property is approximately 3.13 acres (136,306 square feet) in size. The site is improved with residential improvements. The Property is more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

C. The City is proposing to construct the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project ("**Project**"), which requires the acquisition of the Property.

D. City desires to acquire portions of Grantor's property for the construction of the Project. City proposes to acquire 4,662 square feet in Fee Simple and 286 square feet in Public Service Easement and 4,608 square feet in Temporary Construction Easement, more particularly described in Exhibits B, C and D attached hereto and incorporated herein by this reference.

E. Grantor and City have agreed to execute this Agreement in lieu of condemnation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, Grantor and City hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. PURCHASE AND SALE.

   2.1 Agreement to Buy and Sell. Subject to the terms and conditions set forth herein, Grantor hereby agrees to sell the Property to City, and City hereby agrees to acquire the Property from Grantor.

   2.2 Purchase Price. The purchase price for the Property to be paid by City to Grantor (the "**Purchase Price**") is Eighty Thousand Three Hundred and One Dollars ($80,301). The full amount of the Purchase Price shall be paid

in immediately available funds to Grantor on the Closing Date (defined below).

2.3 Conveyance Notification. In the event Grantor sells, conveys or assigns any property interest, encumbered by the Agreement prior to City exercising the rights granted herein, Grantor shall notify the successor or assignor of the rights and obligations of both parties as included herein.

2.4 Unexpected Delays. In case of unpredictable delays in construction, upon written notification by City, the terms of the TCE may be extended by an amendment to this Agreement. Grantor shall be compensated based on fair market value as determined by the City using the same methodology as the appraisal. Payment shall be made to the Grantor for the extension prior to the expiration of the original TCE period.

2.5 Miscellaneous Realty Items Acquired. It is understood and agreed by and between the Parties hereto that payment in Section 2.2 above includes, all buildings, structures and any other improvements affixed to the land which is owned by you as owner or tenant of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interests proposed to be acquired are: Fee Simple, Public Service Easement, and a Temporary Construction Easement as described in the attached exhibits which are considered to be part of the realty and are being acquired by the City in this transaction

2.6 City Performed Work. All City performed work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the City or its authorized agent, shall be left in as good condition as found.

(a) Grantor shall grant City's Contractor permission to enter Grantor's remaining Property for the purpose of removing the wood pile outside of the TCE area.

2.7 Cost to Cure Damages. It is understood and agreed by and between the Parties hereto that included in the amount payable under Section 2.2 above is payment in full to compensate Grantor for the Grantor's expenses associated with the following work: install 112 lineal feet chain link fencing, 3 lineal feet, metal gates and 340 lineal feet of wire fencing.

2.8 Permission to Enter Grantor's Land for Personal Property Removal
Grantor has personal property, hereinafter after described as a "Wood Pile, located within and partly outside the Property area.

City, or its authorized agent, is hereby granted the right to enter upon the remaining property of Grantor for the purpose of removing the Wood Pile from the Property and relocating it onto Grantor's remaining property. Grantor shall designate the area which City, or its authorized agent, shall relocate the Wood Pile by December 15, 2024. If Grantor does not designate an area by this date, City, or its authorized agent will relocate the Wood Pile to an area within the Grantors remaining property as it sees fit. City or its authorized agents will remove and relocate the Wood Pile on or before September 30, 2025.

3. ESCROW.

3.1 Escrow Account. The Parties shall open an escrow account (the "**Escrow**") with First American Title Company (the "**Escrow Holder**"). Escrow Holder shall perform all Escrow and title services in connection with this Agreement.

3.2 Opening of Escrow. Within three (3) business days after the Effective Date, the Parties will deposit into Escrow the fully executed Agreement, or executed counterparts thereto. The date such fully executed Agreement is received by Escrow Holder will be deemed the "**Opening of Escrow**" and Escrow Holder will give written notice to the Parties of such occurrence.

3.3 Satisfaction of Due Diligence Contingency. City shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason prior to the expiration of the "Due Diligence Contingency Period" (as defined in Section 4.2 below). City hereby agrees to provide written notice to Grantor prior to the expiration of the Due Diligence Contingency Period if City disapproves any due diligence items or approves all due diligence items ("**City Notice**"). If City disapproves any items through the delivery of the City Notice to Grantor before 5:00 p.m. on the last day of the Due Diligence Contingency Period, this Agreement shall terminate, and all amounts deposited by City into Escrow will be returned to City, and neither Party shall have any further rights or obligations hereunder except those which expressly survive the termination hereof. If City fails to timely deliver the City Notice to Grantor, it will be conclusively presumed that City has approved all such items, matters or documents.

4. PROPERTY DISCLOSURE REQUIREMENTS.

4.1 Condition of Title/Preliminary Title Report. Grantor shall cause the Escrow Holder to deliver to City a Preliminary Title Report for the Property (the "**Preliminary Report**") within ten (10) days after the Effective Date. City shall have thirty (30) days after receipt of the Preliminary Report to approve the Preliminary Report. If there are any changes to the Preliminary Report prior to Closing, City shall have fifteen (15) days after receipt of the revised Preliminary Report to approve such changes. Notwithstanding City's

delivery of the City Notice, City agrees to take title to the Property subject to the following "**Permitted Exceptions:**" (a) standard printed exceptions in the Preliminary Report, (b) general and special real property taxes and assessments constituting a lien not yet due and payable, and (c) any other title exceptions expressly approved by City pursuant to the City Notice.

4.2 Due Diligence Contingency Period. City will have sixty (60) days from the Effective Date (the "**Due Diligence Contingency Period**") to complete physical inspections of the Property and due diligence related to the purchase of the Property. During the Due Diligence Contingency Period, representatives of City shall have the right of access to all portions of the Property, at all reasonable times, for the purpose of conducting studies, inspections and investigations of the Property and obtaining data and making surveys and tests necessary to carry out this Agreement, including the investigation of the environmental condition of the Property, and geotechnical, seismic, mechanical, and engineering testing. Any such access to the Property by City shall be done at the sole expense of the City and shall be coordinated with Grantor's representatives. Any surveys and tests shall be undertaken only after securing any necessary permits from the appropriate governmental agencies. As soon as practical after the Effective Date, Grantor shall provide to City copies of all reasonably available and known documents that Grantor has in its possession with respect to the Property. City hereby agrees to indemnify and hold Grantor harmless for any damage to the Property caused (but not merely revealed) by City's inspections.

4.3 Property Disclosure. California Health & Safety Code section 25359.7 requires owners of non-residential real property who know, or have reasonable cause to believe, that any release of hazardous substances are located on or beneath the real property to provide written notice of same to the buyer of real property. Other applicable laws require Grantor to provide certain disclosures regarding natural hazards affecting the Property. Grantor agrees to disclose to City all material information with respect to the Property and all defects therein known by Grantor, and to make all necessary disclosures required by law. Grantor hereby represents to the best of its knowledge that it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Property notifying Grantor of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property or any portion thereof. "Best of its knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the best knowledge of Grantor employees and agents who manage the Property or have participated in the preparation of this Agreement, and all documents and materials in the possession of Grantor.

4.4 Occupants of the Property. Grantor shall, at no cost or expense to City, be responsible for (i) causing all occupants of the Property (if any) to vacate

prior to the Closing, and (ii) for complying and/or causing compliance with all applicable laws and regulations concerning the displacement and/or relocation of all eligible persons from the Property, including without limitation, compliance with the California Relocation Assistance Law, California Government Code Section 7260, *et seq.*, all state and local regulations implementing such laws, and all other applicable state and local laws and regulations.

5. CLOSING AND PAYMENT OF PURCHASE PRICE.

5.1 Closing. The closing ("**Closing**" or "**Close of Escrow**") will occur no later than thirty (30) days after the end of the Due Diligence Contingency Period ("**Closing Date**"). In the event that Closing has not occurred on or prior to the Closing Date, either Party not then in default may, upon five (5) days advance written notice to the other Party, terminate this Agreement and the Escrow. If neither Party so elects to terminate this Agreement and the Escrow, Escrow Holder shall close the Escrow as soon as possible. Upon any termination of this Agreement, neither Party shall have any further rights or obligations hereunder; except for the rights and obligations expressly provided to survive termination of this Agreement.

5.2 City's Conditions to Closing. City's obligation to purchase the Property is subject to the satisfaction of all of the following conditions or City's written waiver (in City's sole discretion) of such conditions on or before the Closing Date:

(a) Expiration of the Due Diligence Contingency Period with no exercise by City of its rights under this Agreement to terminate this Agreement.

(b) Grantor has deposited into the Escrow fully executed "Grant Deed," "Public Service Easement" and "Grant of Temporary Construction Easement" (as defined in Section 5.5(a) below) and all other documents to be submitted by Grantor pursuant to this Agreement, all duly executed by Grantor.

(c) City has deposited into the Escrow the Purchase Price and all Escrow fees and costs of the buyer's title policy that are the responsibility of City under Section 5.5(d) below ("**City's Escrow and Title Costs**").

(d) Grantor's representations and warranties herein are true and correct in all material respects as of the Closing Date.

(e) The Title Company is irrevocably committed to issue a CLTA or ALTA Title Policy to City, as selected by City, and such endorsements requested by City, insuring title to City in the full

amount of the Purchase Price subject only to the Permitted Exceptions.

(f) There shall be no occupants of the Property, and any former occupants shall have received all relocation assistance and benefits as required by law.

(g) Grantor has performed all obligations to be performed by Grantor pursuant to this Agreement.

5.3 Grantor's Conditions to Closing. The Close of Escrow and Grantor's obligation to sell and convey the Property to City are subject to the satisfaction of the following conditions or Grantor's written waiver (in Grantor's sole discretion) of such conditions on or before the Closing Date:

(a) City has deposited into the Escrow the Purchase Price and City's Escrow and Title Costs.

(b) City has deposited into the Escrow a fully executed Acceptance of Grant Deed and Grant of Temporary Construction Easement and all other documents to be submitted by City pursuant to this Agreement, all duly executed by City.

(c) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

(d) City has performed all obligations to be performed by City pursuant to this Agreement before Closing Date.

5.4 Conveyance of Title. Grantor will deliver fee simple title, public service easement and a temporary construction easement to City at the Closing, subject only to the Permitted Exceptions.

5.5 Deliveries at Closing.

(a) Deliveries by Grantor. Grantor shall deposit into the Escrow for delivery to City at Closing: (i) a grant deed (Exhibit B - the "**Grant Deed**"); (ii) **a Public Service Easement** (Exhibit C); (iii) the **Grant of Temporary Construction Easement** (Exhibit D); and (iii) any other documents required for the Escrow.

(b) Deliveries by City. No less than one (1) business day prior to the close of Escrow, City shall deposit into Escrow (i) the acceptance of the Grant Deed, Public Service Easement and Grant of TCE, and (ii) immediately available funds in the amount equal to the Purchase

Price as adjusted by any prorations between the Parties, and City's share of the Escrow and title fees.

(c) Closing. Upon Closing, Escrow Holder shall: (i) record the Grant Deed, Public Service Easement and Grant of TCE; (ii) disburse to Grantor the Purchase Price, less Grantor's share of any Escrow and title fees, costs and expenses; (iii) deliver to City a conformed copy of the original recorded Grant Deed, Public Service Easement and Grant of TCE; and (iv) distribute to itself the payment of Escrow fees and expenses required hereunder.

(d) Closing Costs. City and Grantor shall each be responsible for one-half of all Escrow fees (including the costs of preparing documents and instruments), recording fees, governmental conveyance fees and transfer taxes (if any). Grantor shall be responsible for the portion of the cost of the buyer's title insurance policy equal to the premium for a CLTA buyer's title policy in the amount of the Purchase Price. City shall be responsible for any additional costs of the buyer's title policy, including the incremental cost of an ALTA buyer's policy and the cost of any endorsements requested by City. The parties understand that there will be no recording fees or documentary transfer taxes for this transaction.

(e) Property Taxes. Proration of property taxes, if any, will be made at the Close of Escrow.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

6.1 Grantor's Representations, Warranties and Covenants. In addition to the representations, warranties and covenants of Grantor contained in other sections of this Agreement, Grantor hereby represents, warrants and covenants to City that the statements below in this Section 6.1 are each true and correct as of the Closing Date; provided, however, if to Grantor's actual knowledge any such statement becomes untrue prior to Closing, Grantor will notify City in writing and City will have three (3) business days thereafter to determine if City wishes to proceed with Closing. If City determines it does not wish to proceed, then the terms of Section 6.2 will apply.

(a) Authority. Grantor has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by Grantor, and upon delivery to and execution by City is a valid and binding agreement of Grantor. Grantor has complied with, and is not required to take any further actions to comply with, state surplus property law requirements, Grantor property conveyance requirements, or any other legal requirements except as provided in this Agreement.

(b) Encumbrances. Grantor has not sold, leased, alienated, encumbered, transferred, mortgaged, assigned, pledged, or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, and there are no liens, encumbrances, mortgages, leases, covenants, conditions, reservations, restrictions, easements or other matters affecting the Property, except as disclosed in the Preliminary Report. Grantor will not, directly or indirectly, sell, lease, alienate, encumber, transfer, mortgage, assign, pledge, or otherwise convey its interest in the Property or any portion thereof prior to the Close of Escrow, as long as this Agreement is in force.

(c) Other Agreements. There are no leases, purchase agreements, use agreements, or other agreements affecting the Property except those which have been disclosed by Grantor. There are no agreements affecting the Property which will be binding on the City or the Property after the Close of Escrow, which cannot be terminated on thirty (30) days prior written notice.

(d) No Occupants of Property. There are no tenants, occupants or other persons who reside on the Property or have any right to occupy the Property.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Grantor contained in this Agreement are conditions precedent to City's obligation to proceed with the Closing hereunder. The foregoing representations and warranties shall survive the expiration, termination, or close of Escrow of this Agreement and shall not be deemed merged into the deed upon closing.

6.2 City's Representations and Warranties. In addition to the representations, warranties and covenants of City contained in other sections of this Agreement, City hereby represents, warrants and covenants to Grantor that the statements below in this Section 6.2 are each true as of the Effective Date, and, if to City's actual knowledge any such statement becomes untrue prior to Closing, City shall so notify Grantor in writing and Grantor shall have three (3) business days thereafter to determine if Grantor wishes to proceed with Closing.

(a) City has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly executed by City, and upon delivery to and execution by Grantor shall be a valid and binding agreement of City.

(b) Upon acquisition of the Property, City intends to use the Property for public purposes, including the construction of Tassajara Road Improvement.

The truth and accuracy of each of the representations and warranties, and the performance of all covenants of City contained in this Agreement are conditions precedent to Grantor's obligation to proceed with the Closing hereunder.

7. REMEDIES In the event of a breach or default under this Agreement by Grantor, if such breach or default occurs prior to Close of Escrow, City reserves the right to either (a) seek specific performance from Grantor or (b) to do any of the following: (i) to waive the breach or default and proceed to close as provided herein; (ii) to extend the time for performance and the Closing Date until Grantor is able to perform; or (iii) to terminate this Agreement upon written notice to Grantor, whereupon Grantor shall cause Escrow Holder to return to City any and all sums placed into the Escrow by City, and except for the rights and obligations expressly provided to survive termination of this Agreement, neither Party shall have any further obligations or liabilities hereunder. IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO LOST PROFITS OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE OTHER PARTY'S BREACH OF THIS AGREEMENT.

8. BROKERS. Grantor represents that no real estate broker has been retained by Grantor in the sale of the Property or the negotiation of this Agreement. Grantor shall indemnify, hold harmless and defend City from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Grantor's conduct. City represents that no real estate broker has been retained by City in the procurement of the Property or negotiation of this Agreement. City shall indemnify, hold harmless and defend Grantor from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of City's conduct.

9. MISCELLANEOUS.

9.1 Attorneys' Fees. If any Party employs counsel to enforce or interpret this Agreement, including the commencement of any legal proceeding whatsoever (including insolvency, bankruptcy, arbitration, mediation, declaratory relief or other litigation), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs (including the service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees, and the costs of any bonds, whether taxable or not) and shall include the right to recover such fees and costs incurred in any appeal or efforts to collect or otherwise enforce any judgment in its favor in addition to any other remedy it may obtain or be awarded. Any judgment or final order issued in any legal proceeding shall include reimbursement for all such attorneys' fees and costs. In any legal proceeding, the "prevailing Party" shall mean the Party determined by the court to most nearly prevail and not necessarily the Party in whose favor a judgment is rendered.

9.2 Interpretation. This Agreement has been negotiated at arm's length, each Party has been represented by independent legal counsel in this transaction, and this Agreement has been reviewed and revised by counsel to each of the Parties. Accordingly, each Party hereby waives any benefit under any rule of law (including Section 1654 of the California Civil Code) or legal decision that would require interpretation of any ambiguities in this Agreement against the drafting Party.

9.3 Survival. All indemnities, covenants, representations and warranties contained in this Agreement shall survive Close of Escrow.

9.4 Assignment. Absent an express signed written agreement between the Parties to the contrary, neither Grantor nor City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

9.5 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

9.7 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof and cannot be amended or modified except by a written instrument executed and delivered by the Parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any Party is relying upon in entering this Agreement that are not fully expressed herein.

9.8 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

9.9 Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either Party desires or is required to give to the other Party or any other person shall be in writing. Any such communication may be served personally, or by nationally recognized overnight delivery service (i.e., Federal Express) which provides a receipt of delivery, or sent by prepaid, first class mail, return receipt requested to the Party's address as set forth below:

To City:	City of Dublin 100 Civic Plaza Dublin, California 94568 Attn: City Engineer Copy to City Attorney
To Grantor:	Kathy Beltran 6060 Tassajara Road Dublin, CA 94568
To Escrow Holder:	First American Title Company 1010 White Rock Road #300 El Dorado Hills, CA 95762 Attn: Debbie Zsoka, File No. 6247244

Any such communication shall be deemed effective upon personal delivery or on the date of first refusal to accept delivery as reflected on the receipt of delivery or return receipt, as applicable. Any Party may change its address by notice to the other Party. Each Party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section and that any person to be given notice actually receives such notice.

9.10 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

9.11 Days of Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00 p.m. on the next business day.

9.12 Reasonable Consent and Approval. Except as otherwise provided in this Agreement, whenever a Party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required or permitted to give

its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

9.13 Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

9.14 Waivers. Any waiver by any Party shall be in writing and shall not be construed as a continuing waiver. No waiver will be implied from any delay or failure to take action on account of any default by any Party. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other subsequent act or omission or to waive the requirement for consent to be obtained in any future or other instance.

9.15 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

9.16 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between Parties is effective, executed, or delivered, as of the Effective Date.

9.17 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

9.18 City Approvals. Whenever this Agreement calls for City approval, consent, extension or waiver, the written approval, consent, or waiver of the City's City Manager or his or her designee(s) shall constitute the approval, consent, extension or waiver of the City, without further authorization required from the City's City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver any such approvals, consents, or extensions or waivers as are required by this Agreement, or that do not otherwise reduce City's rights under this Agreement, and to waive requirements under this Agreement, on behalf of the City.

IN WITNESS WHEREOF, this Agreement is executed by City and Grantor as of the Effective Date.

CITY OF DUBLIN,
a California municipal corporation

By: _____
Name:
Its: City Manager

Attest:

_____
City Clerk

Reviewed as to Form:

_____
City Attorney

KATHY L. BELTRAN, a married woman

By: Kathy L Beltran
Name: Kathy L. Beltran, a married woman

EXHIBIT A

Real property in the City of Dublin, County of Alameda, State of California, described as follows:
BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERN LINE OF COUNTY ROAD 2568, KNOWN AS TASSAJARA ROAD, WITH THE SOUTHERN LINE OF THE 3.203 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO PAUL COLBURN, DATED JUNE 21, 1933, RECORDED JULY 18, 1933, IN BOOK 2959 OF OFFICIAL RECORDS, PAGE 88; RUNNING THENCE ALONG SAID LINE OF TASSAJARA ROAD NORTH 2° 41' 15" EAST 619.31 FEET TO THE GENERAL NORTHERN LINE OF SAID 3.203 ACRE TRACT; THENCE ALONG THE LAST MENTIONED LINE THE TWO FOLLOWING COURSES AND DISTANCES; SOUTH 53° 11' 15" WEST 265.32 FEET, AND NORTH 25° 18' 45" WEST 135.45 FEET TO THE GENERAL EASTERN LINE OF THE3636.1222 ACRE TRACT OF LAND DESCRIBED IN THE AMENDED DECREE MADE JUNE 4, 1945 FROM THE DISTRICT COURT OF THE UNITED STATES, IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, IN THE ACTION UNITED STATES OF AMERICA VS. 3396 ACRES OF LAND, ETC., CASE NO. 22352-R, CERTIFIED COPY OF WHICH DECREE WAS RECORDED JUNE 8, 1945, IN BOOK 4721 OF OFFICIAL RECORDS, PAGE 14; THENCE ALONG THE LAST MENTIONED LINE THE SEVEN FOLLOWING COURSES AND DISTANCES; SOUTH 16° 39' WEST 86.54 FEET; SOUTH 3° 14' WEST 109.11 FEET; SOUTH 11° 58' EAST 43.02 FEET; SOUTH 29° 03' EAST 164.56 FEET; SOUTH 48° 13' EAST 154.91 FEET; SOUTH 7° 22' EAST 53.62 FEET; AND SOUTH 66° 30' WEST 64.60 FEET TO SAID SOUTHERN LINE OF THE 3.203 ACRE TRACT; THENCE ALONG THE LAST MENTIONED LINE SOUTH 79° 38' 45" EAST 122.12 FEET TO THE POINT OF BEGINNING.
BEING A PORTION OF PLOTS 12 AND 13, AS SAID PLOTS ARE SHOWN ON THE "MAP OF THE PROPERTY OF THE ESTATE OF ELIZABETH A. DOUGHERTY (DECEASED)", FILED MAY 11, 1891, IN BOOK 8 OF MAPS, PAGE 75, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

APN: 986-0003-001-02

Exhibit B

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
CITY OF DUBLIN
100 Civic Plaza
Dublin, CA 94568-0233

APN: 986-0003-001-02 (portion of)
Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is EXEMPT from Recording Fees (Govt. Code § 27383 and §6103) and Documentary Transfer Tax (Rev. & Tax Code § 11922).

GRANT DEED

KATHY L. BELTRAN, a married woman does grant unto the CITY OF DUBLIN, a municipal corporation and governmental agency organized under the laws of the State of California, all right, title and interest in and to all that real property situate in the City of Dublin, County of Alameda, State of California, described as follows:

ATTACH LEGAL DESCRIPTION AND PLAT AS EXHIBITS "A" AND "B"

Dated: _____

By: _____
Kathy L. Beltran, a married woman

ATTACH NOTARIZATION

This is to certify that the interest in real property conveyed herein to the City of Dublin, a governmental agency, is hereby accepted by City Manager, and/or Laurie Sucgang, City Engineer, on behalf of the Dublin City Council pursuant to authority conferred by Resolution No. 24-87 of the Dublin City Council, adopted on April 13, 1987, and the grantee consents to the recordation thereof by its duly authorized officer.

, CITY MANAGER
AND/OR LAURIE SUCGANG, CITY ENGINEER

Dated: _____ By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of_____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

February 15, 2023
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: FEE ACQUISITION

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

Being a portion of the lands of Kathy Beltran as described in that certain Grant Deed filed for record on October 19, 2006 as Document 2006392818 in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N3°24'16'E 3866.76' (M-M)" on the Tract 8252 filed for record on September 23, 2015 in Book 335 of Tract Maps, Pages 7 through 20, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" West, 1,777.92 feet;

Thence perpendicular to the last described course, North 86°35'44" West, 33.00 feet to a point on the westerly line of Tassajara Road, said point also being the **TRUE POINT OF BEGINNING**;

Thence along said westerly line, South 3°24'21" West, 468.88 feet;

Thence along the southerly line of said lands of Kathy Beltran, North 78°55'53" West, 9.08 feet;

Thence leaving said lands the following five (5) courses:

1) North 3°24'16" East, 309.96 feet to the beginning of a curve to the left, having a radius of 1,958.00 feet;
2) Along said curve, through a central angle of 2°49'28", for an arc length of 96.52 feet;
3) North 0°34'48" East, 29.24 feet to the beginning of a curve to the left, having a radius of 44.00 feet;
4) Along said curve, through a central angle of 33°23'11", for an arc length of 25.64 feet to the beginning of a reverse curve, having a radius of 56.00 feet, from said point a radial line bears North 57°11'37" East;
5) Northwesterly along said curve through a central angle of 9°49'40", for an arc length of 9.61 feet to the southerly line of the lands conveyed to The City of Dublin in that certain Offer of Dedication filed for record on June 24, 2005 as Document 2005261502 in the Office of the County Recorder of Alameda County;

Thence along said southerly line, South 86°35'44" East, 26.24 feet to the **TRUE POINT OF BEGINNING**.

Containing 4,662 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

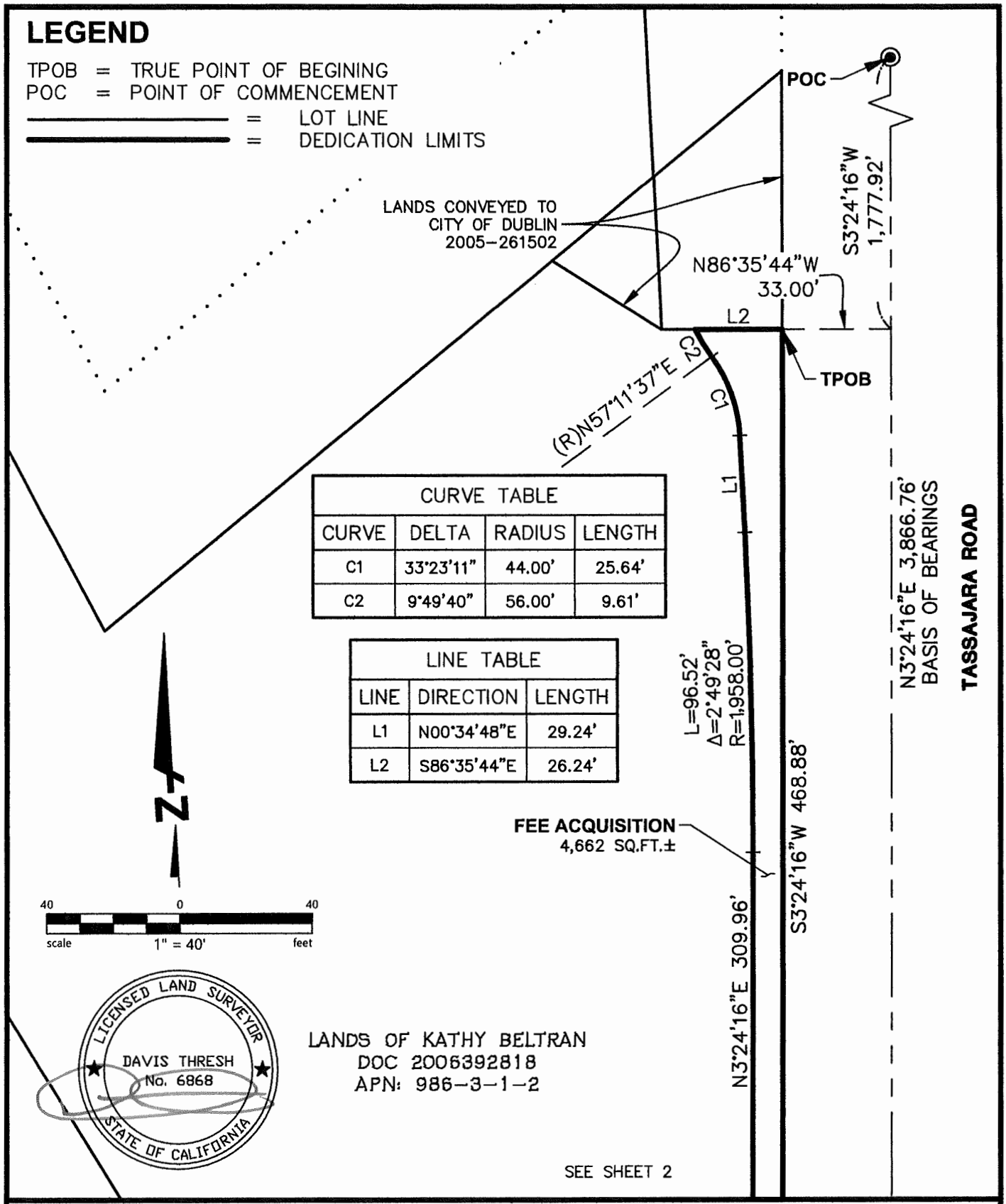
For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

2/15/2023
Dated



4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	33°23'11"	44.00'	25.64'
C2	9°49'40"	56.00'	9.61'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N00°34'48"E	29.24'
L2	S86°35'44"E	26.24'

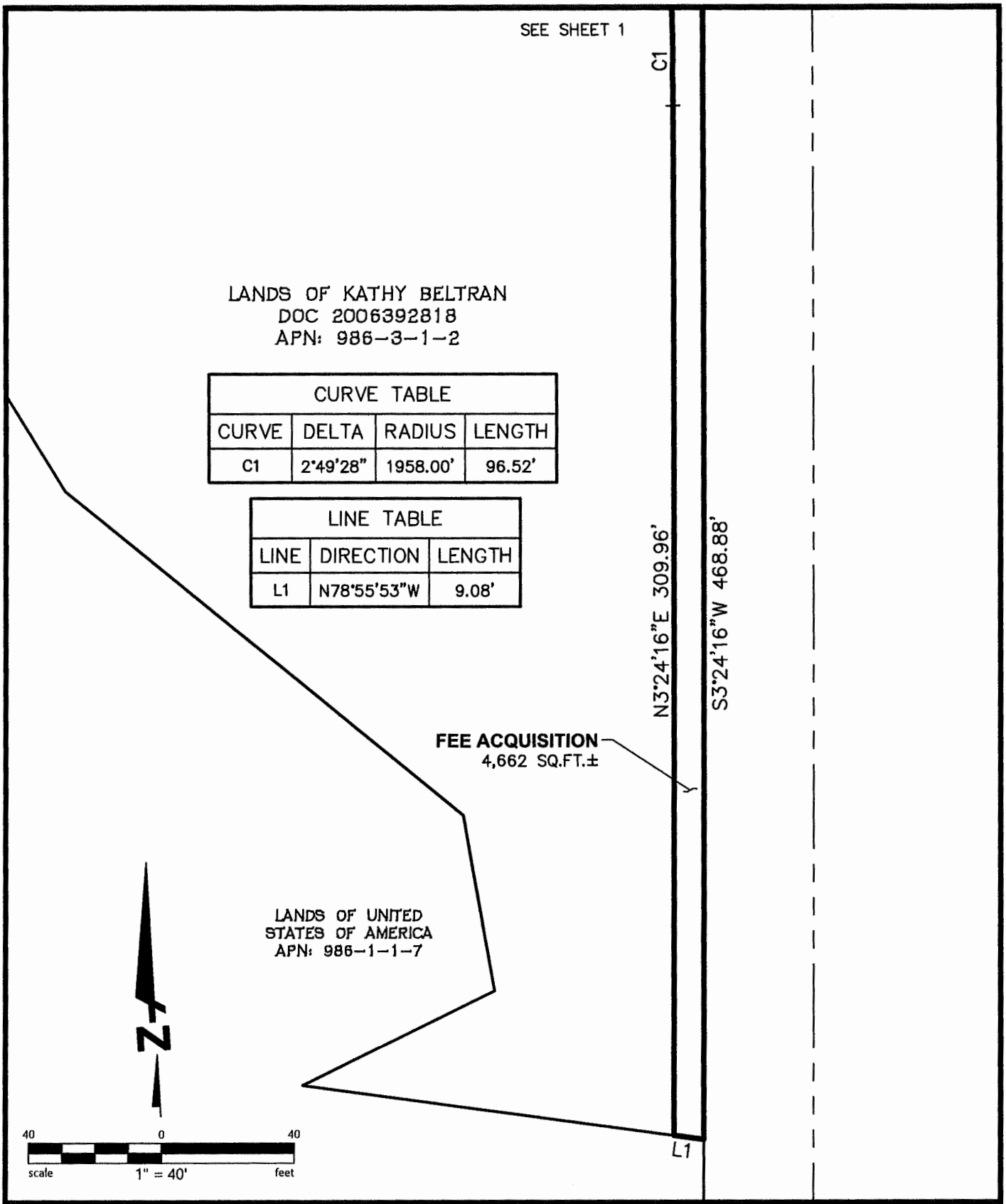
BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 2/15/2023 Chkd. WS
SHEET 1 OF 2

Plot Feb 15, 2023 at 8:22am

190525_DOC_PLAT.dwg

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www.bkf.com

Subject EXHIBIT B
FEE ACQUISITION
Job No. 20190525
By KH Date 2/15/2023 Chkd. WS
SHEET 2 OF 2

Plot Feb 15, 2023 at 8:23am

190525_DOC_PLAT.dwg

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Exhibit C

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
CITY OF DUBLIN
100 Civic Plaza
Dublin, CA 94568-0233

APN: 986-0003-001-02 (portion of)
Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is EXEMPT from Recording Fees (Govt. Code § 27383 and §6103) and Documentary Transfer Tax (Rev. & Tax Code § 11922).

PUBLIC SERVICE EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KATHY L. BELTRAN, a married woman (Grantor), hereby grant(s) to the CITY OF DUBLIN, a municipal corporation and governmental agency organized under the laws of the State of California, (Grantee), and hereby dedicate for public use the Public Service Easement (PSE) for public utility purposes including electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and to cut down and clear away or otherwise control any trees or brush, under, over, on and across that real property in the City of Dublin, County of Alameda, State of California, described as:

ATTACH LEGAL DESCRIPTION AND PLAT AS EXHIBITS "A" AND "B"

The PSE hereby offered for dedication is to be kept open and free of buildings, structures and wells of any kind.

Dated: _____

By: _____
Kathy L. Beltran, a married woman

ATTACH NOTARIZATION

This is to certify that the interest in real property conveyed herein to a governmental agency, is hereby accepted by City Manager, and/or Laurie Sucgang, City Engineer, on behalf of the Dublin City Council pursuant to authority conferred by Resolution No. 24-87 of the Dublin City Council, adopted on April 13, 1987, and the grantee consents to the recordation thereof by its duly authorized officer.

, CITY MANAGER
AND/OR LAURIE SUCGANG, CITY ENGINEER

Dated: _____ By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

February 15, 2023
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: PUBLIC UTILITY EASEMENT

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

Being a portion of the lands of Kathy Beltran as described in that certain Grant Deed filed for record on October 19, 2006 as Document 2006392818 in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N03°24'16'E 2057.32'(M-M)" on the Tract Map7075 Tassajara Creek filed for record on April 18, 2001 in Book 257 of Tract Maps, Pages 47 through 61, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" East, 437.36 feet;

Thence perpendicular to the last described course, North 86°35'44" West 33.00 feet to the westerly line of Tassajara Road.

Thence along the southerly line of said lands (2006392818), North 78°55'53' West 9.07 feet to the **TRUE POINT OF BEGINING**;

Thence continuing along said southerly line, North 78°55'53" West, 16.98 feet;

Thence North 3°24'21" East, 15.84 feet;

Thence South 86°35'39" East, 16.83 feet;

Thence South 3°24'21" West, 18.11 feet to the **TRUE POINT OF BEGINNING**.

Containing 286 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

2/15/2023
Dated

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

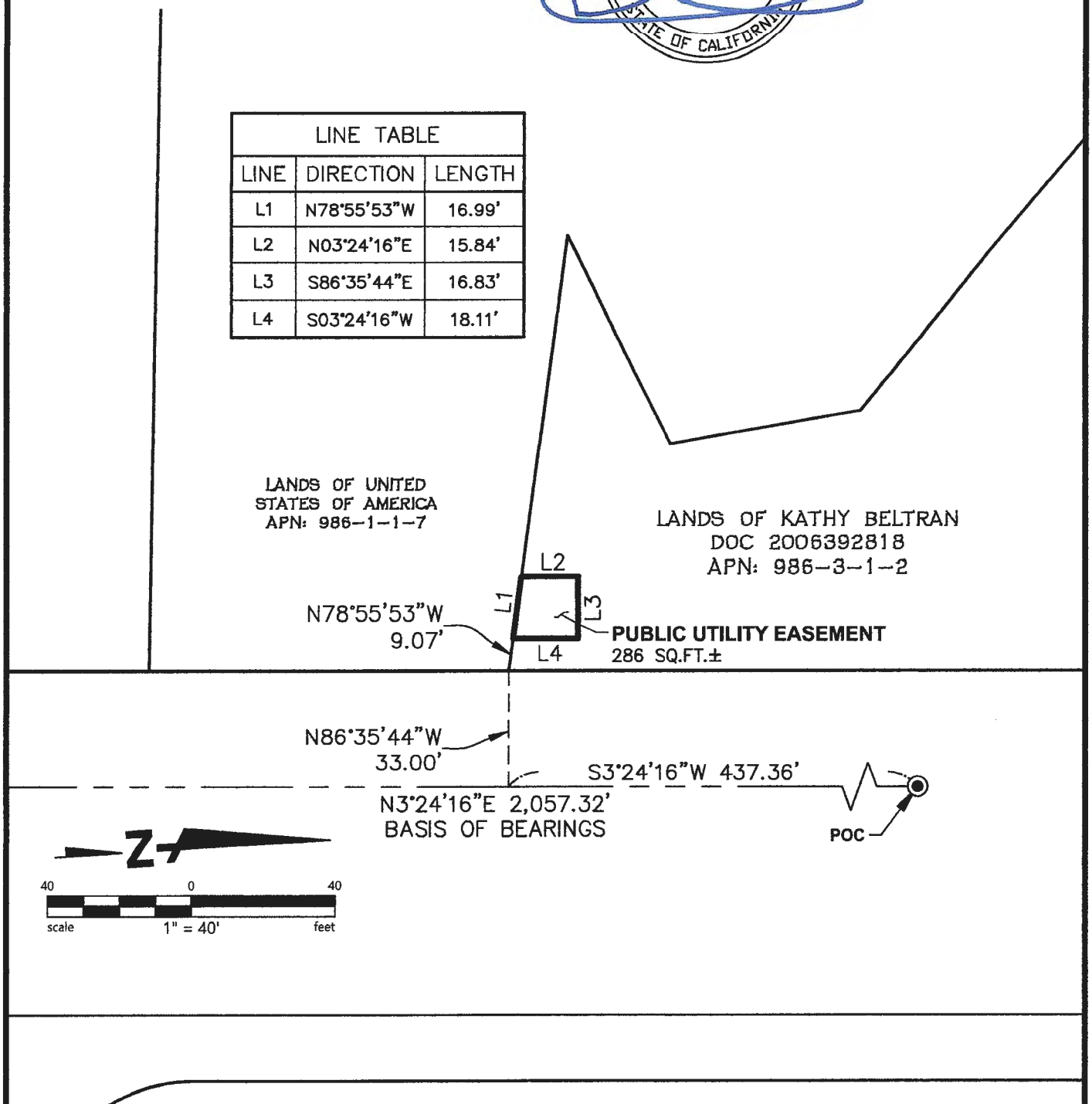
4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
——— = LOT LINE
——— = DEDICATION LIMITS

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N78°55'53"W	16.99'
L2	N03°24'16"E	15.84'
L3	S86°35'44"E	16.83'
L4	S03°24'16"W	18.11'



BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
PUBLIC UTILITY EASEMENT
Job No. 20190525
By KH Date 2/15/2023 Chkd. WS
SHEET 1 OF 1

Plot Feb 15, 2023 at 8:22am
190525_DOC_PLAT.dwg

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Exhibit D

RECORDING REQUESTED BY:
City of Dublin

WHEN RECORDED MAIL TO:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

Exempt from recording fee per Govt. Code §27383 & §6103
No Tax Due Exempt Transfer Rev & Tax Code §11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

KATHY L. BELTRAN, A MARRIED WOMAN

PROPERTY PORTION OF APN 986-0003-001-02

6060 TASSAJARA ROAD, DUBLIN, CA

TASSAJARA ROAD IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL PROJECT

TITLE OF DOCUMENT

THIS PAGE HERE TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Government Code 27361.6)

Recorded at the request of:

City of Dublin

Return to:
City Clerk
City of Dublin
100 Civic Plaza
Dublin, CA 94568-0233

APN: Portion of 986-0003-001-02

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

For good and valuable consideration pursuant to that certain Property Purchase Agreement executed by the parties hereto on or about the date hereof (AGREEMENT), the undersigned, KATHY L. BELTRAN, A MARRIED WOMAN (GRANTOR), hereby grants to the CITY OF DUBLIN, A Municipal Corporation (CITY), and its successors and assigns a Temporary Construction Easement, over, across, under and through the real property situated in the City of Dublin, County of Alameda, State of California, described in Exhibit A, attached hereto (EASEMENT AREA) for public road construction and conformance purposes related to the **Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School** (PROJECT).

The CITY's rights under the easement granted hereby shall include, without limitation, the right of the CITY, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be reconstructed at the CITY's sole expense upon the termination of the Temporary Construction Easement and will be restored to their original condition or as close thereto as is feasible. If reconstruction is not feasible, the CITY will pay GRANTOR the value of such improvements, which payment shall be in addition to the compensation set forth in the AGREEMENT.

This Temporary Construction Easement is for a period of twelve (12) months, to commence upon fourteen (14) days written notice from the CITY to GRANTOR, and shall terminate 12 months after such commencement. In the event the CITY occupies the Temporary Construction Easement area beyond the 12 months, the CITY shall pay GRANTOR additional compensation pursuant to the provisions of the AGREEMENT. In no event shall this Temporary Construction Easement extend beyond the completion of construction. At no additional cost to the CITY, the CITY shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2024 from ("**Grantor**") to the **CITY OF DUBLIN** ("**Grantee**") is hereby accepted on behalf of the City by the undersigned officer or agent pursuant to authority conferred by Resolution No. 24-87 of the Dublin City Council, adopted on April 13, 1987, and that the City consents to recordation of the Grant Deed in the official records of Alameda County by its duly authorized officer.

Dated: _____, 2024

CITY OF DUBLIN

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

On_____, 20____ before me, _____, a Notary Public, in and for said State and County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

February 15, 2023
BKF Job No: 20190525

LEGAL DESCRIPTION
EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT

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

Being a portion of the lands of Kathy Beltran as described in that certain Grant Deed filed for record on October 19, 2006 as Document 2006392818 in the Office of the County Recorder of Alameda County, more particularly described as follows:

COMMENCING at the northerly monument as shown as "N3°24'16'E 3866.76' (M-M)" on the Tract 8252 filed for record on September 23, 2015 in Book 335 of Tract Maps, Pages 7 through 20, in the Office of the County Recorder of Alameda County,

Thence South 3°24'16" West, 1,777.92 feet;

Thence perpendicular to the last described course, North 86°35'44" West, 33.00 feet to a point on the westerly line of Tassajara Road;

Thence along the southerly line of the lands conveyed to The City of Dublin in that certain Offer of Dedication filed for record on June 24, 2005 as Document 2005261502 in the Office of the County Recorder of Alameda County North 86°35'44" West, 26.24 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said southerly line, North 86°35'44" West, 10.04 feet;

Thence leaving said southerly line of the lands of The City of Dublin (2005261502) along the following fourteen (14) courses:

1) Thence North 0°34'48" East, 22.61 feet;
2) North 88°25'35" West, 4.63 feet to the beginning of a non-tangent curve, having a radius of 66.00 feet, concave east, from said point a radial line bears South 88°43'18" East;
3) Southerly along said curve through a central angle of 22°18'23", for an arc length of 25.70 feet to a point on said curve, from said point a radial line bears North 68°58'19" East;
4) Continuing southeasterly along said curve through a central angle of 11°46'41", for an arc length of 13.57 feet to the beginning of a reverse curve, having a radius of 34.00 feet, from said point a radial line bears South 57°11'37" West;
5) Southerly along said curve through a central angle of 33°23'11", for an arc length of 19.81 feet;
6) South 0°34'48" West, 29.24 feet to the beginning of a curve to the right, having a radius of 1,948.00 feet;
7) Along said curve, through a central angle of 2°49'28", for an arc length of 96.03 feet;
8) South 3°24'16" West, 291.86 feet;
9) South 86°35'44" East, 10.00 feet;
10) North 3°24'16" East, 291.86 feet to the beginning of a curve to the left, having a radius of 1,958.00 feet;
11) Along said curve, through a central angle of 2°49'28", for an arc length of 96.52 feet;
12) North 0°34'48" East, 29.24 feet to the beginning of a curve to the left, having a radius of 44.00 feet;
13) Along said curve, through a central angle of 33°23'11", for an arc length of 25.64 feet to the beginning of a reverse curve, having a radius of 56.00 feet, from said point a radial line bears North 57°11'37" East;

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

February 15, 2023
BKF Job No: 20190525

14) Northwesterly along said curve through a central angle of 9°49'40", for an arc length of 9.61 feet to the **TRUE POINT OF BEGINNING.**

Containing 4,608 square feet, more or less.

As shown on plat attached hereto and by this reference made part hereof as Exhibit B.

For: BKF Engineers

Davis Thresh, P.L.S. No. 6868

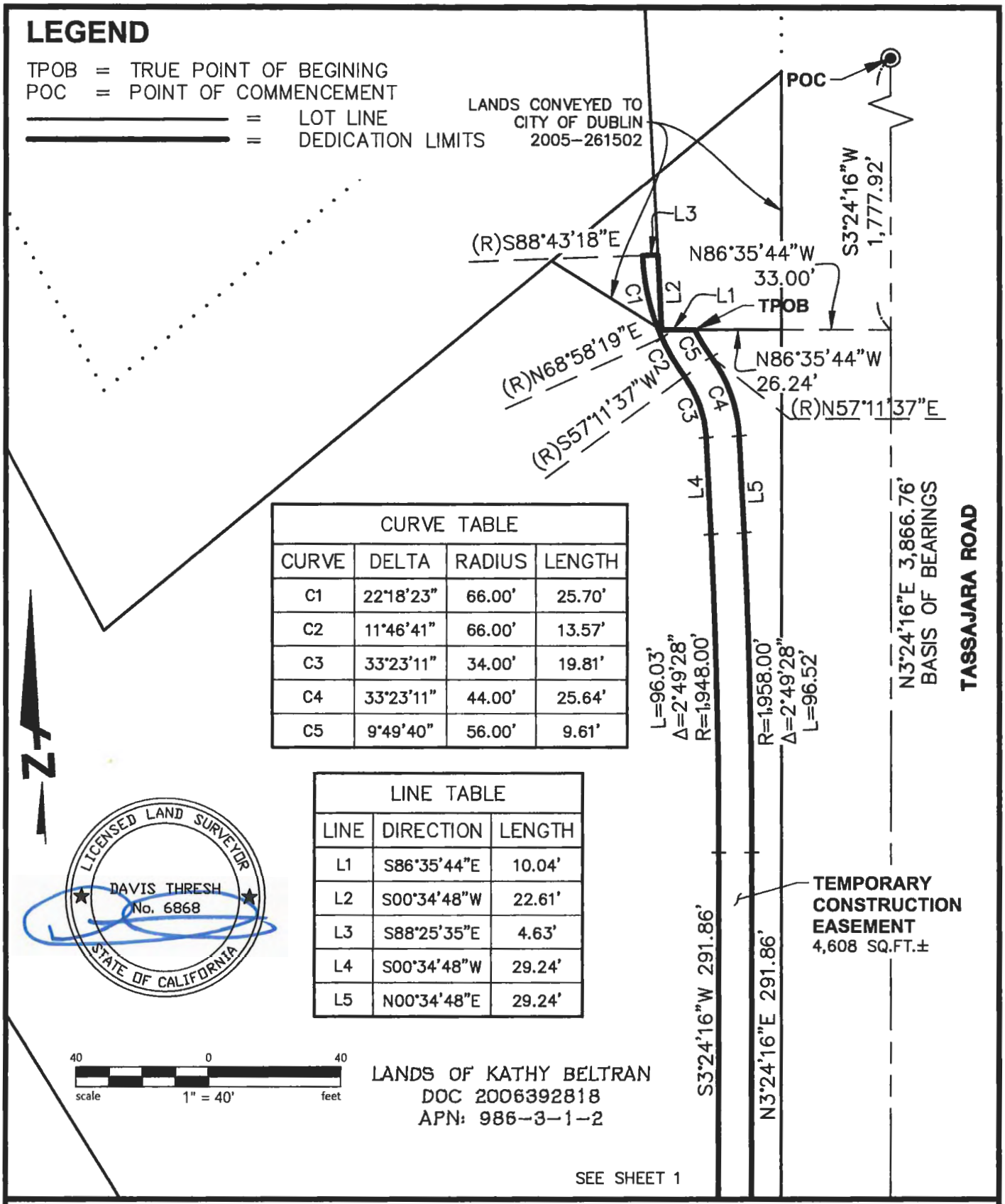
2/15/2023
Dated

LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

4670 Willow Road
Suite 250
Pleasanton
California 94588
phone 925.396.7700
fax 925.396.7799
www.bkf.com

LEGEND

TPOB = TRUE POINT OF BEGINING
POC = POINT OF COMMENCEMENT
_____ = LOT LINE
_____ = DEDICATION LIMITS



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	22°18'23"	66.00'	25.70'
C2	11°46'41"	66.00'	13.57'
C3	33°23'11"	34.00'	19.81'
C4	33°23'11"	44.00'	25.64'
C5	9°49'40"	56.00'	9.61'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S86°35'44"E	10.04'
L2	S00°34'48"W	22.61'
L3	S88°25'35"E	4.63'
L4	S00°34'48"W	29.24'
L5	N00°34'48"E	29.24'

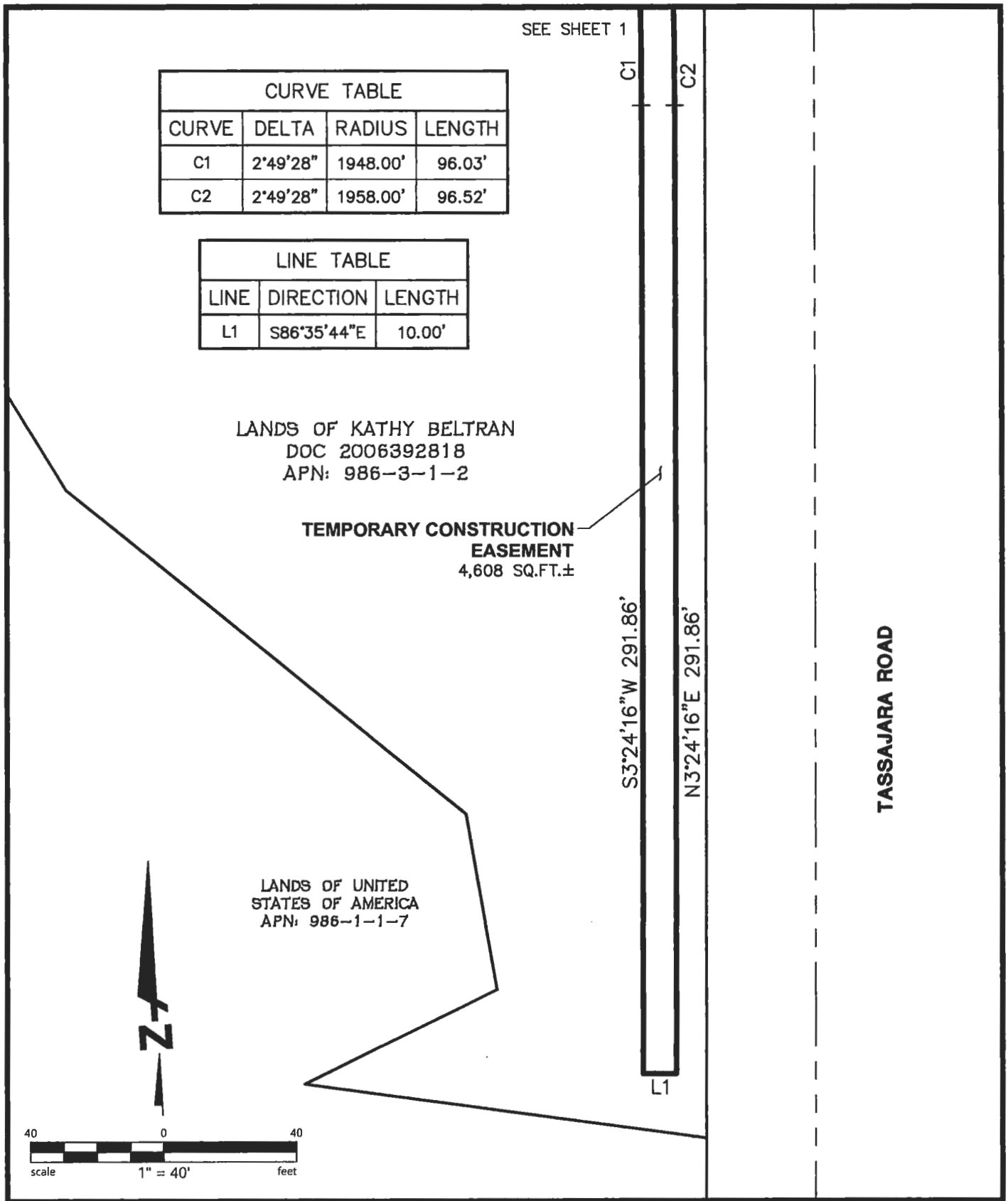
LICENSED LAND SURVEYOR
DAVIS THRESH
No. 6868
STATE OF CALIFORNIA

40 0 40
scale 1" = 40' feet

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 2/15/2023 Chkd. WS
SHEET 1 OF 2

Plot Feb 15, 2023 at 8:25am
190525_DOC_PLAT.dwg
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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	2°49'28"	1948.00'	96.03'
C2	2°49'28"	1958.00'	96.52'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S86°35'44"E	10.00'

BKF ENGINEERS
4670 WILLOW ROAD
SUITE 250
PLEASANTON, CA 94588
(925) 396-7700
www.bkf.com

Subject EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT
Job No. 20190525
By KH Date 2/15/2023 Chkd. WS
SHEET 2 OF 2

Plot Feb 15, 2023 at 8:26am

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Number – ST0119	TASSAJARA ROAD IMPROVEMENTS - NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL	Program – STREETS

PROJECT DESCRIPTION

This project provides for design and construction to complete the street improvements on Tassajara Road, from North Dublin Ranch Drive to Quarry Lane School. The scope of this project was previously included as part of CIP No. ST0116 - Tassajara Road Realignment & Widening, which included the design and construction of Tassajara Road from North Dublin Ranch Drive to Dublin's northern limit. In Fiscal Year 2018-19, the scope of ST0116 was revised to only include the segment of Tassajara Road north of Fallon Road.

The project will improve Tassajara Road to a four-lane arterial standard, with bike lanes, sidewalks, landscaped median, stormwater treatment areas, and other associated street improvements. Portions of the existing roadway have been improved by adjacent development projects and this project will complete the street improvements implementing the General Plan and the Complete Streets Policy. This roadway segment is a project within the Eastern Dublin Transportation Impact Fee program. Preliminary engineering and environmental documentation were completed as part of ST0116.

PROJECT TIMELINE: The project is currently in design and right-of-way acquisition. Construction is anticipated to begin in 2025.

ANNUAL OPERATING IMPACT: $20,000

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$136,040							$136,040
9200 – Contract Services	$2,169,660							$2,169,660
9300 – Land/Right of Way	$436,300							$436,300
9400 – Improvements	$10,340,000	$1,500,000						$11,840,000
9500 – Miscellaneous	$418,000							$418,000
TOTAL	**$13,500,000**	**$1,500,000**						**$15,000,000**

***BUDGET UPDATE:** This sheet reflects a July 16, 2024, City Council approved budget change and $1,000,000 appropriation of Transportation for Clean Air and Measure BB Grant funds.

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
2201 – State Gas Tax	$1,201,980							$1,201,980
4301 – Eastern Dublin Transportation Impact Fee	$3,848,020							$3,848,020
4305 – Traffic Impact Fee – Dougherty Valley	$1,500,000							$1,500,000
4306 – Tri-Valley Transportation Development Fee	$5,500,000							$5,500,000
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)		$500,000						$500,000
2207– TFCA/Transportation for Clean Air		$128,000						$128,000
2217 – Measure BB Grants		$872,000						$872,000
2922 – Tri-Valley Transportation Council Grants	$1,450,000							$1,450,000
TOTAL	**$13,500,000**	**$1,500,000**						**$15,000,000**

***BUDGET UPDATE:** This sheet reflects a July 16, 2024, City Council approved budget change and $1,000,000 appropriation of Transportation for Clean Air and Measure BB Grant funds.

Agenda Item 5.3

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreement with The Sourcing Group for Apparel Purchasing Services
Prepared by: Brad Olson, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with The Sourcing Group to provide apparel for City staffing and events.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Agreement with The Sourcing Group for Apparel Purchasing Services.

FINANCIAL IMPACT:

The agreement provides for a not-to-exceed compensation of $75,000 per year for three years, with an optional two-year extension. There are sufficient funds in the current Parks and Community Services operating budget to cover the anticipated apparel needs through June 2025. Future year costs will be incorporated into the annual budget processes.

DESCRIPTION:

The Parks and Community Services Department purchases apparel for permanent and part-time Staff and for special events held throughout the year (e.g., Fun Run and Trail Challenge). Since apparel items are typically not one-size-fits-all, orders are usually placed close to the time of need to allow Staff to accurately determine the quantity required for each size. Consequently, most orders consist of smaller quantities of apparel, generally 49 items or fewer.

In August, Staff issued a Request for Proposals for apparel purchasing (Attachment 3) and received seven responses. Respondents were asked to provide pricing per unit for smaller orders (less than 49) and for larger orders (50 or greater). Based on the responses and the number Staff anticipates ordering of each item, the best overall pricing is from The Sourcing Group. The agreement with The Sourcing Group is included as Exhibit A to the Resolution (Attachment 2).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Agreement with The Sourcing Group for Apparel Purchasing Services
2) Exhibit A to the Resolution - Agreement with The Sourcing Group for Apparel Purchasing Services
3) RFP for Apparel Services

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE AGREEMENT WITH THE SOURCING GROUP FOR APPAREL PURCHASING SERVICES

WHEREAS, the Parks and Community Services Department purchases apparel for permanent and part-time Staff and for special events held throughout the year; and

WHEREAS, Staff released a Request for Proposals for apparel and received seven proposals; and

WHEREAS, based on unit pricing from the proposals, and the estimated amounts that would be ordered, the best pricing was from The Sourcing Group; and

WHEREAS, PCS proposes a three-year agreement for apparel purchasing services, effective October 1, 2024, with an option for a two-year extension. Purchasing shall not exceed $75,000 per year, and are subject to annual budget appropriations; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the agreement with The Sourcing Group, attached hereto as **Exhibit A**.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an extension of the Agreement for a period of up to two years should the City desire to continue the Agreement with The Sourcing Group.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: A4471E20-8659-4E26-8592-9154B1C76D00

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
THE SOURCING GROUP**

THIS AGREEMENT for apparel purchasing services is made by and between the City of Dublin ("City") and The Sourcing Group ("Contractor") (together sometimes referred to as the "Parties") as of October 1, 2024 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Services & Pricing Information attached as Exhibit A in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on September 30, 2027, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a year to year basis for up to 2 years upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged. CONTRACTOR MAKES NO OTHER OR FURTHER REPRESENTATIONS OR WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

1.5 Intentionally Deleted.

1.6 Intentionally Deleted.

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Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed $225,000 over the 3 year term (not to exceed $75,000 per year) notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature;

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- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

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

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Intentionally Deleted.**

2.6 **Intentionally Deleted.**

2.7 **Intentionally Deleted.**

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

2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10 **[Intentionally Deleted].**

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

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The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

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

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

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

d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

4.3.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.3.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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4.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

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

Section 5. **INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City; PROVIDED HOWEVER, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until

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disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

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7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

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

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8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator, which shall not be unreasonably withheld or delayed. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

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

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

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

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications,

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records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

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

10.8 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

The Sourcing Group, LLC.
Att. Cathy Brandt or David Hunnius
92 Argonaut, Suite 215
Aliso Viejo, CA 92656

Docusign Envelope ID: A4471E20-8659-4E26-8592-9154B1C76D00

Any written notice to City shall be sent to:

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

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

Exhibit A Scope of Services and Pricing Information

10.11 **Counterparts and Electronic Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.12 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

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The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN	THE SOURCING GROUP, LLC
	Signed by: David P Hunnius 3E0C9E9F582940F...
Colleen Tribby, City Manager	David Hunnius, Executive Vice President, Sales

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

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EXHIBIT A

SCOPE OF SERVICES & PRICING INFORMATION

Contractor will be responsible for the designing, sourcing/production, and shipping of apparel items for the Parks and Community Services department. Apparel items are used by staff in their duties and for special events (e.g. St. Patrick's Day Run, Splatter, etc.). Over the course of the year, the following items are commonly ordered (sorted by event/program):

EVENTS:

Splatter:
Staff apparel: short-sleeve t-shirts, full-zip hooded sweatshirts

St. Patrick's Day Festival:
Staff apparel: short-sleeve t-shirts, full-zip hooded sweatshirts
Run: short-sleeve t-shirts

PROGRAMS:

PCS Facility Ops:
Staff apparel: short-sleeve t-shirts, full-zip hooded sweatshirts

PCS Facility Rentals:
Staff apparel: short-sleeve t-shirts, pullover hooded sweatshirts, polo shirts

PCS Senior Center:
Staff apparel: short-sleeve t-shirts, full-zip hooded sweatshirts

PCS After-School Rec (ASR):
Staff apparel: short-sleeve t-shirts, full-zip hooded sweatshirts

PCS Day Camps (Half-Day and Full-Day):
Staff apparel: short-sleeve t-shirts, full-zip hooded sweatshirts

PCS Student Union:
Staff apparel: polos

PCS Preschool:
Staff apparel: aprons, short-sleeve t-shirts, full-zip hooded sweatshirts

PCS Adult Sports:
Staff apparel: short-sleeve t-shirts, pullover hooded sweatshirts

PCS Youth Sports:
Staff apparel: short-sleeve t-shirts, pullover hooded sweatshirts
Coach apparel: short-sleeve t-shirts

PCS Dublin LEAD:
Staff apparel: short-sleeve t-shirts

PCS Waterpark:
Staff apparel: dri-fit t-shirts, sweatpants, bucket hats, polos, swimmers' parkas

PCS Admin:
Other Items as Needed

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The table below provides unit pricing from The Sourcing Group for items that are commonly ordered throughout the year. Unit prices on these items were requested as part of the RFP for orders of less than 48 and for orders of 48 and above. The unit prices below are for orders of less than 48, unless otherwise noted. Price reductions available when ordering in larger quantities. Setup fees are included unless otherwise noted.

PRODUCT	BRAND (OR SIMILAR)	APPAREL COLOR	SILK-SCREEN/ PATCH/EMBRODIERY LOCATION	# OF PRINT COLORS	UNIT PRICE
STAFF SHORT-SLEEVE POLOS-SCREEN PRINT	ULTRACLUB MESH PIQU POLO	ASSORTED	SILK-SCREEN, LEFT CHEST	1	$17.22
STAFF PULLOVER HOODED SWEATSHIRTS-SCREEN PRINT	GILDAN - HEAVY BLEND	ASSORTED	SILK-SCREEN, LEFT CHEST & BACK	1	$20.41
STAFF FULL-ZIP HOODED SWEATSHIRTS-SCREEN PRINT	GILDAN - HEAVY BLEND	ASSORTED	SILK-SCREEN, LEFT CHEST & BACK	1	$23.00 (24 and under: $24.12)
*EVENT/PROGRAM T-SHIRTS-SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	WHITE	SILK-SCREEN, BACK & FRONT	1	$5.17
*EVENT/PROGRAM T-SHIRTS-SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	ASSORTED	SILK-SCREEN, BACK & FRONT	2+ Underbase	$6.34
STAFF T-SHIRTS SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	ASSORTED	SILK-SCREEN, LEFT CHEST & BACK	1+ Underbase	$10.59 (24 and under: $14.24)
STAFF APRON	PORT & COMPANY	BLACK	SILK-SCREEN, FRONT	1	$14.46 (12 and under: $19.29)
STAFF SWEATPANTS	PORT & COMPANY	BLACK	SILK-SCREEN, LEFT LEG and Hip	1	$21.43
STAFF WIDE-BRIM/BUCKET HAT	PORT AUTHORITY	ASSORTED	SILK-SCREEN, FRONT	1	$16.79 (12 and under: $21.35)
STAFF DRI-FIT TEE	SPORT-TEK	ASSORTED	SILK-SCREEN, LEFT CHEST & BACK	1	$22.00 (25 and under: $26.00)
**STAFF HOODED SWIMMERS' PARKA	PORT AUTHORITY	BLACK	BACK PATCH & FRONT EMBRODIERY	1	$155.00
OTHER ITEMS AS NEEDED	VARIES	VARIES	VARIES	VARIES	VARIES

*Based on large order. Prices may vary depending on final qty and sizes
**Hooded parka requires setup fee of $50

DUBLIN
CALIFORNIA

REQUEST FOR PROPOSALS

FOR ON-CALL APPAREL SERVICES

October 1, 2024 - September 30, 2027

City of Dublin

Posted: August 5, 2024

Proposals must be received by: August 20, 2024, by 5:00 PM (Pacific Time)

Contact: City of Dublin Parks and Community Services
Attn: Brad Olson
brad.olson@dublin.ca.gov
100 Civic Plaza, Dublin, CA 94568
925-556-4575

BACKGROUND

The City of Dublin (City) is seeking proposals from qualified vendors to provide on-call apparel services to the Parks and Community Services department for up to three years, with an optional 2-year extension. Apparel will be ordered at multiple times each year for staff and for special events. Please submit a proposal, using the attached apparel fee worksheet, which includes all associated costs that meet and/or exceed the specifications detailed in this RFP.

SCOPE OF WORK

The selected vendor will be responsible for providing the following:

- **Product Categories**: staff apparel (polos, tee-shirts, hooded sweatshirts, jackets, aprons, sweatpants, hats, swim parkas, etc.) and event/program apparel (t-shirts, hats, etc.)

- **Specifications**: staff included brand and type currently used on the worksheet and in the table below. Costing should reflect option that is same or better quality.

- **Customization**: All would have screen printing or embroidery. Details included below and on worksheet.

- **Quantity**: Most orders will be less than 48 items, but some will have larger quantities. Fee worksheet includes requests for small and large quantity

- **Budget**: City anticipates spending at least $50,000 annually on apparel.

TYPICAL APPAREL NEEDS INCLUDE:

Product	Brand (or Similar)	Print Type and Location
STAFF SHORT-SLEEVE POLOS-SCREEN PRINT	ULTRACLUB MESH PIQU - POLO	SILK-SCREEN, LEFT CHEST
STAFF PULLOVER HOODED SWEATSHIRTS-SCREEN PRINT	GILDAN - HEAVY BLEND	SILK-SCREEN, LEFT CHEST & BACK
STAFF FULL-ZIP HOODED SWEATSHIRTS-SCREEN PRINT	GILDAN - HEAVY BLEND	SILK-SCREEN, LEFT CHEST & BACK
EVENT/PROGRAM T-SHIRTS-SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	SILK-SCREEN, BACK & FRONT
STAFF T-SHIRTS SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	SILK-SCREEN, LEFT CHEST & BACK
STAFF APRON	PORT & COMPANY	SILK-SCREEN, FRONT

STAFF SWEATPANTS	PORT & COMPANY	SILK-SCREEN, LEFT LEG
STAFF WIDE-BRIM/BUCKET HAT	PORT AUTHORITY	SILK-SCREEN, FRONT
STAFF DRI-FIT TEE	SPORT-TEK	SILK-SCREEN, LEFT CHEST & BACK
STAFF HOODED SWIMMERS PARKA	PORT AUTHORITY	BACK PATCH & FRONT EMBRODIERY

SELECTION PROCESS

In reviewing the proposals, determination of the best quote(s) shall be based upon, but not limited to, the following:

- Cost: Competitiveness of pricing and overall value.
- Quality: Suitability of materials and craftsmanship.
- Delivery Time: Ability to meet delivery schedules.
- Experience: Relevant experience and client references.
- Customization Capabilities: Ability to meet customization requirements.
- Customer Service: Responsiveness and support.

KEY DATES & RFP SCHEDULE

Milestone	**Date**
RFP Issued	August 5, 2024
Proposals Due	5:00 PM, August 20, 2024
City Council Consideration	September 2024 – Subject to Change
Procurement Begins	October 2024 – Subject to Change

*All dates are tentative and subject to change.

PROPOSAL SUBMISSION DIRECTIONS AND REQUIREMENTS

- All submissions must be submitted electronically to brad.olson@dublin.ca.gov. It is the responsibility of the submitting vendor to verify the proposal was received.

- Submission must include a completed signature page with a point of contact that is qualified to submit on behalf of the contact's company.

  Submission must include a complete fee worksheet. If the specific item is not available, please list NA in the cost column.

- Any cost incurred by contractor in preparing and providing a response to the RFP is solely the responsibility of the contractor.

GENERAL INFORMATION ABOUT PROPOSAL SUBMISSION, EVALUATION, AND SELECTION

The City reserves and may exercise the following rights and options with respect to the proposal submission, evaluation, and selection process.

The right to:

- Reject any or all proposals and re-issue the RFP at any time prior to execution of a final contract, if, in the City's sole discretion, it is in the City's best interest to do so;

- Waive any informalities, defects, non-responsiveness, or irregularities that, in the City's sole judgment, are not material to the proposal;

- Reject any proposal that does not address the requirements or scope of work of the RFP or that is incomplete or not in conformity or compliance with applicable laws;

- Supplement, amend, substitute, or otherwise modify the RFP at any time prior to selection of one or more contractors for negotiation and to cancel the RFP with or without issuing another RFP;

- Accept or reject any or all items in any proposal and award the contract(s) in whole or in part if it is deemed in the City's best interest to do so;

- Request that some or all contractors modify proposals based on the City's review and evaluation;

- Conduct such investigations with respect to the financial, technical, and other qualifications of each contractor as the City, in its sole discretion, deems necessary or appropriate.

TERMS AND CONDITIONS

- Selected contractor will provide apparel, as ordered, to the City for up to three years, beginning October 1, 2024. Contractor will have the option to extend the agreement up to two additional years (through September 30, 2029).

- The City has budgeted at least $50,000 for apparel in year 1. The City will increase the minimum amount by up to 5% each year.

- This RFP does not constitute a contract or an offer of employment and does not commit the City to award a contract. The City may enter into negotiations for an agreement, on terms and conditions satisfactory to the City; however, the City reserves the right to terminate any negotiations at any time.

- Any cost incurred by contractor in preparing and providing a response to the RFP is solely the responsibility of the contractor.

INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements as outlined below and Iin the City standard agreement:

General Liability Insurance	$2,000,000
Automobile Liability Insurance	$2,000,000
Workers' Compensation Insurance	$1,000,000

STANDARD CONTRACT SERVICS AGREEMENT

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed per the fees provided in the attached fee worksheet. A sample of the City's Standard Contract Services Agreement, including insurance requirements, is provided as Attachment 2.

If the interested vendor desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification.

Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested vendor is to state in the proposal that the Agreement and insurance requirements are acceptable. Consideration for exceptions will not be considered if not included in the submitted proposal.

CONFLICT OF INTEREST

Proposer agrees that, for the term of this contract, no member, officer, or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the

Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

EQUAL OPPORTUNITY EMPLOYER

Proposer shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

GOVERNING LAW

This RFP summarizes the applicable laws and governance, when in conflict applicable State/Federal guidelines shall apply. The contract and legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of California.

ATTACHMENTS

1. Apparel Fee Worksheet
2. Example Contract Services Agreement

SIGNATURE AND POINT OF CONTACT

The undersigned offers and agrees to furnish the above articles and/or services at the prices and terms stated subject to the general conditions of this quote.

Name of Contact Person: _____

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail Address: _____

Website: _____

Signature: _____ Date: _____

City of Dublin - Parks and Community Services
Apparel Fee Worksheet

					PRICE PER ITEM		
PRODUCT	**BRAND (OR SIMILAR)**	**APPAREL COLOR**	**SILK-SCREEN/ PATCH/EMBRODIERY LOCATION**	**# OF PRINT COLORS**	**SMALL ORDER (<48)**	**LARGE ORDER (48<)**	**NOTES**
EXAMPLE	**< BRAND >**	**< VARIES >**	**< VARIES >**	**1+**	**$$$**	**$**	
STAFF SHORT-SLEEVE POLOS-SCREEN PRINT	ULTRACLUB MESH PIQU POLO	ASSORTED	SILK-SCREEN, LEFT CHEST	1			
STAFF PULLOVER HOODED SWEATSHIRTS-SCREEN PRINT	GILDAN - HEAVY BLEND	ASSORTED	SILK-SCREEN, LEFT CHEST & BACK	1			
STAFF FULL-ZIP HOODED SWEATSHIRTS-SCREEN PRINT	GILDAN - HEAVY BLEND	ASSORTED	SILK-SCREEN, LEFT CHEST & BACK	1			
EVENT/PROGRAM T-SHIRTS-SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	ASSORTED	SILK-SCREEN, BACK & FRONT	1			
EVENT/PROGRAM T-SHIRTS-SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	ASSORTED	SILK-SCREEN, BACK & FRONT	2+			
EVENT/PROGRAM T-SHIRTS-SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	WHITE	SILK-SCREEN, BACK & FRONT	1			
EVENT/PROGRAM T-SHIRTS-SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	WHITE	SILK-SCREEN, BACK & FRONT	2+			
STAFF T-SHIRTS SCREEN PRINT	PORT & COMPANY ESSENTIAL TEE	ASSORTED	SILK-SCREEN, LEFT CHEST & BACK	1			
STAFF APRON	PORT & COMPANY	BLACK	SILK-SCREEN, FRONT	1			
STAFF SWEATPANTS	PORT & COMPANY	BLACK	SILK-SCREEN, LEFT LEG	1			
STAFF WIDE-BRIM/BUCKET HAT	PORT AUTHORITY	ASSORTED	SILK-SCREEN, FRONT	1			
STAFF DRI-FIT TEE	SPORT-TEK	ASSORTED	SILK-SCREEN, LEFT CHEST & BACK	1			
STAFF HOODED SWIMMERS PARKA	PORT AUTHORITY	BLACK	BACK PATCH & FRONT EMBRODIERY	1			

Additional Charges (silk-screen setup, freight, etc.):

ATTACHMENT 2
STANDARD CONTRACT SERVICES AGREEMENT TEMPLATE
CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
[NAME OF CONTRACTOR]

Agreement template removed for purposes of October 15, 2024 Regular City Council Meeting

Agenda Item 5.4

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfer
Prepared by: Darlynn Haas, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from September 1, 2024 – September 30, 2024, totaling $11,108,995.91

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period	September 1, 2024 – September 30, 2024
Total Number of Payments:	305
Total Amount of Payments:	$11,108,995.91

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning September 1, 2024, through September 30, 2024. This report is provided in accordance with the policy adopted November 15, 2011, in Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

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

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for September 2024.

City of Dublin
Payment Issuance Report

Print Date: 10/1/2024

Payments Dated 9/1/2024 through 9/30/2024

Date Issued	Payee	Description	Amount
9/3/2024	ALPHA MEDIA LLC KKIQ/KUIC/KKKDV	THE WAVE MARKETING AND ADVERTISEMENT	5,800.00
9/3/2024	AMY'S ENGRAVED SIGNS & AWARDS	NAMEPLATES - CDD	28.94
9/3/2024	ANCHOR ENGINEERING, INC.	INSPECTION SERVICES - DEV AND PERMITS - JUL 2024	59,104.60
9/3/2024	AUDETTE SOPHIA PHILIPS	SPLATTER ENTERTAINMENT	3,300.00
9/3/2024	BIG O'TIRES #7	FLAT TIRE REPAIR - JUL 2024	35.00
9/3/2024	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	942.16
9/3/2024	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	1,431.50
9/3/2024	CHRISTINE PETIT	REC CLASS INSTRUCTOR	364.80
9/3/2024	CINTAS CORPORATION NO.2	FIRST AID RESTOCK - DPS	85.76
9/3/2024	ECS IMAGING INC.	ASSUREON ANNUAL RENEWAL 10/1/24-9/30/25	14,542.00
9/3/2024	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	4,844.00
9/3/2024	FRANCISCO & ASSOCIATES, INC.	ADMIN/AUDIT SVC FOR CITY ASSESSMENT DIST - FY24-25	7,420.00
9/3/2024	GLOBAL MUSIC RIGHTS, LLC	MUSIC LICENSE FOR FY 24-25	850.00
9/3/2024	GOLDEN STATE FLEET SVCS INC	DPS TOWING SERVICE	125.00
9/3/2024	GOODWIN CONSULTING GROUP, INC.	DUBLIN CENTRE CFD FORMATION	4,142.50
9/3/2024	HALEY HASLIM	UTILITY BOX PAINTING	1,000.00
9/3/2024	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - ECONOMIC DEVELOPMENT	1,350.00
9/3/2024	HEALTHEQUITY, INC.	HEALTHCARE-JUL 2024, COMMUTER-AUG 2024	611.75
9/3/2024	INTERNAL REVENUE SERVICE	FILING FEE	14,630.00
9/3/2024	LSA ASSOCIATES INC.	CEQA DOCUMENT PREP FOR DUBLIN FALLON 580 PROJECT	2,006.25
9/3/2024	MELISSA HERNANDEZ	COMMITTEE AND COMMISSION MILEAGE REIMB	2,413.21
9/3/2024	MELISSA HERNANDEZ	SISTER CITY FLIGHT REIMBURSEMENT	2,031.05
9/3/2024	MICHAEL RINALDI	SPLATTER MAIN STAGE RENTAL	7,200.00
9/3/2024	NEAL OKIN	SPLATTER PERFORMER	4,500.00
9/3/2024	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - PLAN REVIEW - MAY 2024	25,557.50
9/3/2024	PHOENIX GROUP INFO SYS.	DPS PARKING CITATIONS COLLECTED	232.95
9/3/2024	RENNE PUBLIC LAW GROUP, LLP	CITY COUNCIL STRATEGIC PLANNING	2,691.23
9/3/2024	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	192.00
9/3/2024	ROTARY CLUB OF DUBLIN, CA	2024-2025 MEMBER DUES	2,400.00
9/3/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	PRINTER TONER	15.00
9/3/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	CONTRACT USAGE CHARGE FOR THE 07/16-08/15/24	415.33
9/3/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	COPIER LEASE - AUGUST	1,510.70
9/3/2024	SHIR MARTIAL ARTS, LLC	REC CLASS INSTRUCTOR	1,127.70
9/3/2024	SPECIAL EVENTS	PCS EVENTS FY24-25 TENTING RENTALS - FARMERS MARKET	8,579.00
9/3/2024	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK CONSTRUCTION AGREEMENT	695,642.73
9/3/2024	SWRCB	STATE OF CALIFORNIA STORMWATER PERMIT FEE	600.00
9/3/2024	TOWNSEND PUBLIC AFFAIRS, INC	GRANT STRATEGY AND WRITING SERVICES - SEPT	5,000.00
9/3/2024	TSE ENTERTAINMENT, LLC	SPLATTER PERFORMER - TWIST ON TAYLOR	7,500.00
9/3/2024	TYLER TECHNOLOGIES, INC.	ENERGOV PROJECT	10,500.00
9/3/2024	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT AUG 2024	51,097.39
9/3/2024	VARGAS AND RAMIREZ SPORTS	PCS STAFF UNIFORMS	971.42
		Payments Issued 9/3/2024 Total:	**952,791.47**
9/9/2024	ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	900.00
9/9/2024	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES 7/7/2024-8/17/2024	8,599.27
9/9/2024	AMY L. JONES	REC CLASS INSTRUCTOR	374.40
9/9/2024	AT&T - CALNET 3	SERVICE TO WAVE 8/12/2024	122.05
9/9/2024	AT&T - CALNET 3	SERVICE TO SHANNON 08/12/2024	272.68
9/9/2024	AT&T - CALNET 3	SERVICE TO SR ALARM 08/12/2024	216.46
9/9/2024	AT&T - CALNET 3	SERVICE TO CIVIC 8/12/2024	120.82
9/9/2024	AT&T - CALNET 3	SERVICE TO LIBRARY 911 08/14/2024	31.13
9/9/2024	AT&T - CALNET 3	SERVICE TO CY 8/14/2024	60.71
9/9/2024	AT&T - CALNET 3	SERVICE TO CY FAX 08/14/2024	31.13
9/9/2024	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 08/14/2024	60.71
9/9/2024	AT&T - CALNET 3	SERVICE TO FSP FAX 08/14/2024	60.71
9/9/2024	AT&T - CALNET 3	SERVICE TO FS18 08/142024	90.28
9/9/2024	AT&T - CALNET 3	SERVICE TO CY 8/14/2024	236.13

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9/9/2024	AT&T - CALNET 3	SERVICE TO ELEVATOR 8/14/2024	119.85
9/9/2024	AT&T - CALNET 3	HERITAGE CENTER BACKUP 08/06/2024	63.76
9/9/2024	AT&T - CALNET 3	HERITAGE 9391018979 08/14/2024	31.13
9/9/2024	AT&T - CALNET 3	SHANNON CENTER ALARM 9391063350 08/12/2024	31.68
9/9/2024	AT&T - CALNET 3	SERVICE TO 800 08/12/2024	0.03
9/9/2024	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	291.34
9/9/2024	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES AUG 2024	1,883.63
9/9/2024	BLUETOAD, INC.	2024-25 FALL/WINTER GUIDE PAGE EDITS & EXTRA VIEWS	89.71
9/9/2024	BRIAN AIELLO	TIE DYE STAFF T-SHIRTS - SPLATTER	499.25
9/9/2024	BSK ASSOCIATES INC.	JORDAN RANCH SQ. GEOTECH SVCS - JUL 2024	593.56
9/9/2024	CARBONIC SERVICE	POOL CHEMICALS FOR THE WAVE	355.05
9/9/2024	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES AUG 2024	14,343.13
9/9/2024	COUNTY OF ALAMEDA OFFICE OF AGENCY	HOMELESS MANAGEMENT INFORMATION SYSTEM	4,222.00
9/9/2024	DAVID HABERMAN	SPLATTER MUSIC PERFORMANCE	1,500.00
9/9/2024	DIABLO CRIME SCENE CLEANERS, INC	DPS CRIME SCENE CLEANING	1,311.06
9/9/2024	DSRSD	BILLING PERIOD: 7/1/24 - 8/31/24	21,080.91
9/9/2024	EAST BAY POOL SERVICE, INC.	THE WAVE POOL MAINTENANCE	10,500.00
9/9/2024	ENTERPRISE RENT A CAR EAN SERVICES,	DPS RENTAL CARS FOR SIU	2,382.36
9/9/2024	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	1,254.76
9/9/2024	GOLDEN STATE FLEET SVCS INC	DPS TOWING SERVICES - EVIDENCE TOW	2,598.75
9/9/2024	HEALTHEQUITY, INC.	HEALTHCARE (8/2024) AND COMMUTER (9/2024) BENEFIT	611.75
9/9/2024	HIREAUVPRO.COM LLC	SPLATTER 2024 DRONE LIGHT SHOW	35,000.00
9/9/2024	JENNIE RENN	SPLATTER ENTERTAINMENT	1,600.00
9/9/2024	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	5,094.00
9/9/2024	L.N. CURTIS AND SONS	DPS - SERVICE NAME BARS PATCHES	391.28
9/9/2024	MCE CORPORATION	MAINTENANCE SERVICES - JUL 2024	868,679.65
9/9/2024	MONETTE AU	MILEAGE REIMBURSEMENT - AUG 2024	17.49
9/9/2024	NICOLE WANZENRIED	MILEAGE REIMBURSEMENT - AUG 2024	30.08
9/9/2024	PACIFIC COAST ENTERTAINMENT GROUP	SUMMER BIRTHDAY PARTY MEALS	8,606.00
9/9/2024	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-FALLON SPORTS PARK - JUL 2024	1,575.00
9/9/2024	PG&E	IRRIGATION SERVICE TO 07/30/2024	263.20
9/9/2024	PG&E	B1 IRRIG 2979 THREE CASTLES 07/17/2024	162.64
9/9/2024	PG&E	SERVICE TO FALLON IRRIG 08/08/2024	88.75
9/9/2024	PG&E	TC1 SERVICE TO FALLON 08/08/2024	1,001.67
9/9/2024	PG&E	SERVICE TO SHANNAN CENTER 07/28/2024	502.01
9/9/2024	PG&E	B1 7341 ROSAMOND HILLS CT 08/05/2024	17.44
9/9/2024	PG&E	B1 ART LIGHT 7401 DUBLIN BLVD 07/31/2024	302.47
9/9/2024	PG&E	A6 SERVICE TO FS17 08/05/2024	1,483.86
9/9/2024	PG&E	SERVICE TO WAVE 08/05/2024	29,216.96
9/9/2024	PG&E	TC1 SERVICE TO DB 07/07/2024	1.05
9/9/2024	PG&E	B6 SERVICE TO LIBRARY 07/29/2024	1,047.65
9/9/2024	REDWOOD TOXICOLOGY LAB. INC.	DPS TOXICOLOGY SERVICES	270.16
9/9/2024	ROBIN SANDY CRANFORD	REC CLASS INSTRUCTOR	945.00
9/9/2024	RROOAR	REC CLASS INSTRUCTOR	540.00
9/9/2024	SELECT IMAGING	COUNCIL APPAREL	181.55
9/9/2024	SHALINI REDDY	MILEAGE REIMBURSEMENT - AUG 2024	10.45
9/9/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	HP BLACK CONTRACT LASERJET TONER	15.00
9/9/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	COPIER SUPPLY AND SERVICE 09/01-09/30/2024	2,832.74
9/9/2024	SITEONE LANDSCAPE SUPPLY INC.	IRR UPGRADES PROJECT - CONTROLLER ORDER JUL 2024	545,383.20
9/9/2024	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN - JUN 2024	61,577.00
9/9/2024	T-MOBILE USA, INC.	DPS INVESTIGATION	50.00
9/9/2024	TREASURER ALAMEDA COUNTY	DPS PARKING CITATIONS COLLECTED	1,034.50
9/9/2024	U.S. BANK	CFD NO. 2015-1 DUBLIN CROSSING SPECIAL TAX BONDS	2,000.00
9/9/2024	U.S. BANK	CFD NO. 2015-1 DUBLIN CROSSING 2017 TRUSTEE FEE	1,800.00
		Payments Issued 9/9/2024 Total:	**1,646,660.99**
9/11/2024	SWAN ENTERTAINMENT CLIENT TRUST	SPLATTER PERFORMER - MUSTACHE HARBOR	6,000.00
		Payments Issued 9/11/2024 Total:	**6,000.00**

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9/12/2024	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 9/6/24	79,661.39
		Payments Issued 9/12/2024 Total:	**79,661.39**
9/13/2024	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 9/6/24	24,433.76
9/13/2024	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 9/6/24	3,393.95
9/13/2024	I C M A 401 PLAN	DEFERRED COMP 401A: PE 9/6/24	1,276.83
9/13/2024	I C M A 457 PLAN	DEFERRED COMP 457: PE 9/6/24	33,186.28
9/13/2024	US BANK - PARS	PARS: PE 9/6/24	5,119.43
		Payments Issued 9/13/2024 Total:	**67,410.25**
9/16/2024	4IMPRINT INC	INSIDE DUBLIN - COMMUNITY PROMOTION SUPPLIES	1,587.84
9/16/2024	4LEAF INC.	BLDG. INSPECTION & PLAN CHECK SERVICES AUG 2024	65,357.00
9/16/2024	A4 PROMOTIONS & INCENTIVES	PRINTING: BUSINESS LICENSE POST CARDS	290.08
9/16/2024	A4 PROMOTIONS & INCENTIVES	PRINTING: SPLATTER SIGNAGE	1,216.26
9/16/2024	A4 PROMOTIONS & INCENTIVES	PRINTING: DUBLIN DISTRICTS BANNER	44.88
9/16/2024	AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS AUG 2024	34,703.52
9/16/2024	AMOBIUS GROUP INC.	SCHEDULING SOFTWARE FOR LIVE SCAN & PROPERTY	900.00
9/16/2024	AMY'S ENGRAVED SIGNS & AWARDS	COUNCIL CHAMBER NAMEPLATE	48.51
9/16/2024	ARROW SIGN COMPANY	DUBLIN BLVD XCLARK MEDIAN SIGN - 50% DEPOSIT AUG 2024	8,350.00
9/16/2024	AT&T	600M INTERNET CIVIC CENTER FIBER SERVICES	1,802.67
9/16/2024	AT&T	PSC-600M IPFLEX INTERNET	2,070.97
9/16/2024	AT&T	CVC AT&T IPFLEX VOIP LINE	630.08
9/16/2024	AT&T - CALNET 3	SERVICE TO FS2-3 8/26/2024	354.01
9/16/2024	AT&T - CALNET 3	SERVICE TO SHANNON FAX 08/27/2024	31.41
9/16/2024	AT&T - CALNET 3	SERVICE TO FS16 08/27/2024	61.27
9/16/2024	AT&T - CALNET 3	SERVICE TO CIVIC 08/27/2024	31.41
9/16/2024	AT&T - CALNET 3	CLARK AVE 08/27/2024	31.41
9/16/2024	AT&T - CALNET 3	ASE CIRCUITS TO 07/31/2024	3,213.19
9/16/2024	AVANTPAGE INC	TRANSLATING, EDITING & PROOFREADING SERVICES	240.00
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES CIVIC SERVICE CALL AUG 2024	33.08
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES SHANNON AUG 2024	541.86
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES HERITAGE OCT 2024	1,498.44
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES SENIOR OCT 2024	369.30
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES FS16 OCT 2024	138.00
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES WAVE OCT 2024	2,537.34
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES SHANNON OCT 2024	375.06
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES CORP YARD OCT 2024	741.78
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES FS17 JUL 2024	237.75
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES HERITAGE JUL 2024	90.00
9/16/2024	BAY ALARM COMPANY	ALARM SERVICES CIVIC OCT 2024	84.00
9/16/2024	BRINKS, INC.	ARMORED CAR SERVICE SEPT 2024	320.60
9/16/2024	CARBONIC SERVICE	POOL CHEMICALS FOR THE WAVE	287.71
9/16/2024	CATHERYN M GRIER	PLANNING COMMISSION 9/10/2024	50.00
9/16/2024	CDW GOVERNMENT INC	VERKAD CAMERA POWER SUPPLY	289.12
9/16/2024	CDW GOVERNMENT INC	EXTRON LINK PROCESSOR -AV CONTROLLER	3,201.87
9/16/2024	CDW GOVERNMENT INC	ADOBE LICENSES	1,158.36
9/16/2024	CDW GOVERNMENT INC	EXTRON 1U RACK SHELF - NETWORK EQUIPMENT	142.07
9/16/2024	CDW GOVERNMENT INC	EXTRON 6IN CAPTIVE SCREW - NETWORK EQUIPMENT	192.83
9/16/2024	CDW GOVERNMENT INC	AV EQUIPMENT - CONFERENCE ROOMS UPGRADES (FINCNF)	714.13
9/16/2024	CHRISTINE PETIT	REC CLASS INSTRUCTOR	638.40
9/16/2024	CIVICA LAW GROUP APC	COLLIER CANYON RD - LABOR & EXP. THRU 8/27/24	22,403.93
9/16/2024	CIVICA LAW GROUP APC	BROOKDALE CT. - LABOR THRU 8/31/24	2,896.20
9/16/2024	CLAUDIA URENA	PERMIT REFUND #BLDG-2021-00989 CXLD PERMIT	680.20
9/16/2024	CMC NEPTUNE LLC	RENEWAL - MUSIC SERVICE - THE WAVE	1,200.00
9/16/2024	CODE PUBLISHING, LLC	MUNI CODE UPDATES	987.00
9/16/2024	COMCAST	COUNCIL AV RM BUSINESS CABLE 8/18-9/17/2024	94.42
9/16/2024	COMCAST	CIVIC CENTER COMCAST 500M INTERNET 07/31/2024	2,300.00

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9/16/2024	CONSTANT CONTACT, INC.	EMAIL SVC PROVIDER PREPAID SUBSCRIPTION RENEWAL 2024-25	4,578.00
9/16/2024	DEPARTMENT OFJUSTICE ACCTNG OFFICE	LIVESCAN FEES - JUL 2024	529.00
9/16/2024	DIABLO PUBLICATIONS	DIABLO MAGAZINE ADVERTISEMENT	4,035.00
9/16/2024	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE JUL 2024	516.00
9/16/2024	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE AUG 2024	516.00
9/16/2024	DUBLIN UNIFIED SCHOOL DISTRICT	STAGER UTILITY BILL- JUL 2024	568.43
9/16/2024	EVERYTHING GROWS INTERIOR FREEDOM	INTERIOR PLANT CARE & MAINT. - SEPT 2024	243.07
9/16/2024	FOREVER, LLC	PERMIT REFUND #BLDG-2024-02594 CXLD PERMIT	291.40
9/16/2024	FREEDOM FOREVER, LLC	PERMIT REFUND #BLDG-2024-03578 CXLD PERMIT	291.40
9/16/2024	FREEDOM FOREVER, LLC	PERMIT REFUND #BLDG-2024-03609 CXLD PERMIT	291.40
9/16/2024	JOHNSON CONTROLS SECURITY JOHNSON	ALARM SERVICES LIBRARY 9/1/24 - 11/30/24	1,713.73
9/16/2024	CONTROLS SECURITY JOHNSON CO	ALARM SERVICES CIVIC 9/1/24 - 11/30/24	592.28
9/16/2024	NTROLS SECURITY	ALARM SERVICES PSC SEPT 2024	1,197.91
9/16/2024	KEN WEXNER	BUSINESS LICENSE OVERPAYMENT REFUND	264.00
9/16/2024	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES FOR AUG 2024	27.30
9/16/2024	LANLOGIC INC.	24/7 WAN MONITORING AT&T	637.50
9/16/2024	LANLOGIC INC.	WEB PROTECTION AUG 2024	1,050.00
9/16/2024	LANLOGIC INC.	ON DEMAND, ON-SITE & REMOTE IT ENGINEERING SUPPORT - AUG 2024	7,085.25
9/16/2024	LANLOGIC INC.	TROUBLESHOOT ALARM SYSTEM	927.50
9/16/2024	LANLOGIC INC.	SHANNON REC CENTER CAMERA REPLACEMENT	29,186.84
9/16/2024	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES - AUG 2024	10,875.00
9/16/2024	MATTHEW AINI	PLANNING COMMISSION 9/10/2024	50.00
9/16/2024	M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5 - JULY 2024	2,058.75
9/16/2024	NATIONAL LEAGUE OF CITIES	CITY MEMBERSHIP DUES 24-25	7,004.00
9/16/2024	NICHOLAS OCHOA	PLANNING COMMISSION 9/10/2024	50.00
9/16/2024	ON THE VINE CATERING	EVENT: TRI-VALLEY AI SUMMIT: CATERING	1,349.59
9/16/2024	ON THE VINE CATERING	2ND ANNUAL TRI VALLEY AI SUMMIT (SHARED COST)	1,048.80
9/16/2024	OPENGOV, INC. DEPT. 0370	OPENGOV-COMMUNITY FEEDBACK 9/2/24-9/1/25	9,100.00
9/16/2024	PG&E	6020 DUBLIN BLVD 1010865440 08/13/2024	7.46
9/16/2024	PG&E	6196 HORIZON PKWY M DONBIDDLE 08/14/2024	856.23
9/16/2024	PG&E	LS2-A EAST DUBLIN 08/14/2024	19,791.12
9/16/2024	PG&E	B6 SERVICE TO FSP 08/05/2024	6,660.94
9/16/2024	PG&E	B10S SERVICE TO EGP 08/07/2024	6,610.63
9/16/2024	PG&E	VAR PARK IRRIGATION 08/06/2024	119.89
9/16/2024	PG&E	B6 SERVICE TO BRAY CMMN 08/11/2024	119.32
9/16/2024	PG&E	B1 SERVICE TO DEVANY 08/11/2024	14.41
9/16/2024	PG&E	SERVICE TO VARIOUS IRRIG 08/06/2024	1,764.48
9/16/2024	PG&E	SERVICE TO 3142 CENTRAL PKWY 08/112024	123.74
9/16/2024	PG&E	SERVICE TO VARIOUS IRRIG 08/11/2024	120.62
9/16/2024	PG&E	SERVICE TO PSC 08/13/2024	1,943.92
9/16/2024	PG&E	SERVICE TO VARIOUS TC 07/12/2024	10,539.14
9/16/2024	PG&E	LS2-A SERVICE TO ARN & MART 08/14/2024	94.83
9/16/2024	PG&E	LS2-A SERVICE TO CENTRAL 08/14/2024	4.45
9/16/2024	PG&E	SERVICE TO SR CTR 08/11/2024	488.22
9/16/2024	PG&E	SERVICE TO PSC 08/14/2024	5,116.34
9/16/2024	PG&E	A6 SERVICE TO FS18 08/11/2024	991.76
9/16/2024	PIERRE GALANG	SMALL BUSINESS SUPPORT: FARMERS MARKET NIGHT	800.00
9/16/2024	PLEASANTON EVENT RENTALS INC	PCS CLEANING OF RENTED LINENS	543.05
9/16/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES PSC SEPT 2024	51.87
9/16/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CIVIC SEPT 2024	92.38
9/16/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES WAVE SEPT 2024	80.90
9/16/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SENIOR SEPT 2024	79.80
9/16/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SHANNON SEPT 2024	75.50
9/16/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CORP YARD SEPT 2024	51.20
9/16/2024	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR JUL 7900 0444 5825 3931	255.13
9/16/2024	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR AUG 7900 0444 5825 3931	4,374.00
9/16/2024	QUENCH USA, INC.	WATER SERVICES D073825 AUG-OCT 2024	1,085.33
9/16/2024	RAYNE OF SAN JOSE	REVERSE OSMOSIS WATER SOFTENER SERV FS16 SEPT 2024	700.80

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9/16/2024	REDWOOD PUBLIC LAW, LLP	FOR PROFESSIONAL SERVICES RENDERED THROUGH JUL 2024	65,744.98
9/16/2024	REDWOOD PUBLIC LAW, LLP	FOR PROFESSIONAL SERVICES RENDERED THROUGH AUG 2024	93,009.65
9/16/2024	ROEM DEVELOPMENT CORPORATION	DV0348 BALANCE REFUND	463.11
9/16/2024	ROTARY CLUB OF DUBLIN, CA	2024-2025 MEMBER DUES	600.00
9/16/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	SHIPPING FOR TONER	31.54
9/16/2024	SHAWN PEARSON	DARE SCHOOL REIMBURSEMENT	2,526.80
9/16/2024	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT	3,000.00
9/16/2024	STANFORD HEALTH -VALLEYCARE	DPS MEDICAL TEST FEES	74.00
9/16/2024	STEPHEN WRIGHT	PLANNING COMMISSION 9/10/2024	50.00
9/16/2024	TESLA ENERGY	PERMIT REFUND #BLDG-004289-2024 CXLD PERMIT	181.00
9/16/2024	THE CITIES GROUP A JOINT POWERS	WC AND SAFETY PROGRAM ASSESSMENT	1,306.18
9/16/2024	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 08/20/2024	636.44
9/16/2024	T-MOBILE USA, INC.	PIO & PW CELL PHONE SERVICES THROUGH 08/20/2024	1,134.97
9/16/2024	TOWNSEND PUBLIC AFFAIRS, INC	GRANT STRATEGY AND WRITING SERVICES - MAY 2024	5,000.00
9/16/2024	TREASURER ALAMEDA COUNTY	FY2024 POLICE SERVICES CONTRACT MAY & JUN 2024 INVOICE	4,378,888.88
9/16/2024	TREASURER ALAMEDA COUNTY GENERAL	FUEL JUL 2024	14,356.71
9/16/2024	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLANNING COMM MTGS	1,147.12
9/16/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES JUL 2024	31,483.80
9/16/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES EXTRA SERVICES JUL 2024	7,452.67
9/16/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES AUG 2024	24,691.48
9/16/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLY - CAMP PARKS JUL 2024	33,416.92
9/16/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLY - CAMP PARKS AUG 2024	33,416.92
9/16/2024	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SERVICES JUL 2024	726.38
9/16/2024	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SERVICES AUG 2024	726.38
9/16/2024	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SERVICES SEPT 2024	726.38
9/16/2024	UNIVAR SOLUTIONS	POOL CHEMICALS FOR THE WAVE	2,544.39
9/16/2024	UNIVERSAL BUILDING SERVICES & SUPPLY	WINDOW & CARPET CLEANING CIVIC AUG 2024	1,516.18
9/16/2024	UNIVERSAL BUILDING SERVICES & SUPPLY	WINDOW & CARPET CLEANING SHANNON AUG 2024	1,455.82
9/16/2024	UNIVERSAL BUILDING SERVICES & SUPPLY	WINDOW & CARPET CLEANING WAVE AUG 2024	1,061.67
9/16/2024	WC3-WEST COAST CODE CONSULTANT	PLAN REVIEW AND EPROCESS360 CHARGE FOR AUG 2024	15,038.00
		Payments Issued 9/16/2024 Total:	**5,037,211.94**
9/17/2024	CAL PERS	PERS RETIREMENT PLAN: PE 9/6/24	101,229.53
		Payments Issued 9/17/2024 Total:	**101,229.53**
9/19/2024	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - AUG 2024	11,790.37
		Payments Issued 9/19/2024 Total:	**11,790.37**
9/20/2024	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - AUG 2024	13,061.64
9/20/2024	MINUTEMAN PRESS	POSTAGE FOR ELECTION POSTCARD #1	5,675.56
9/20/2024	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - AUG 2024	2,132.34
		Payments Issued 9/20/2024 Total:	**20,869.54**
9/23/2024	ADVANCED INTEGRATED PEST	PEST MANAGEMENT JUL 2024	6,428.80
9/23/2024	ADVANCED INTEGRATED PEST	PEST MANAGEMENT AUG 2024	6,428.80
9/23/2024	AGRICULTURAL NATURAL RESOURCES	FALLON VILLAGE GHAD - MITIGATION PROPERTY MGMT 2024	16,309.76
9/23/2024	ALAMEDA COUNTY TRANSPORTATION	MEMBER AGENCY FEES FY24-25	43,031.00
9/23/2024	ALLISON KELLY PASCHAL-HUNTER	HERITAGE AND CULTURAL ARTS COMMISSION 9/12/24	50.00
9/23/2024	AMY'S ENGRAVED SIGNS & AWARDS	OFFICE WALL SIGNAGE FOR ECONOMIC DEVELOPMENT	77.18
9/23/2024	AT&T	PSC-600M IPFLEX INTERNET	2,083.06
9/23/2024	AT&T - CALNET 3	SERVICE TO PSC 09/01/2024	119.85
9/23/2024	AT&T - CALNET 3	SERVICE TO WAVE 09/12/2024	117.01
9/23/2024	AT&T - CALNET 3	SERVICE TO SHANNON 09/12/2024	261.34
9/23/2024	AT&T - CALNET 3	SERVICE TO SR ALARM 09/12/2024	207.65
9/23/2024	AT&T - CALNET 3	SERVICE TO CIVIC 09/12/2024	116.32
9/23/2024	AT&T - CALNET 3	SERVICE TO LIBRARY 911 09/14/2024	30.42
9/23/2024	AT&T - CALNET 3	SERVICE TO CY 09/14/2024	59.29
9/23/2024	AT&T - CALNET 3	SERVICE TO CY FAX 09/14/2024	30.42

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9/23/2024	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 09/14/2024	59.29
9/23/2024	AT&T - CALNET 3	SERVICE TO FSP FAX 09/14/2024	59.29
9/23/2024	AT&T - CALNET 3	SERVICE TO FS18 09/14/2024	88.15
9/23/2024	AT&T - CALNET 3	SERVICE TO CY 09/14/2024	235.42
9/23/2024	AT&T - CALNET 3	SERVICE TO BLDG INSP 09/14/2024	61.55
9/23/2024	AT&T - CALNET 3	SERVICE TO ELEVATOR 09/14/2024	117.06
9/23/2024	AT&T - CALNET 3	SERVICE TO HERITAGE CTR BK UP 09/06/2024	66.78
9/23/2024	AT&T - CALNET 3	ASE CIRCUITS TO 08/31/2024	2,337.42
9/23/2024	AT&T - CALNET 3	SERVICE TO CIVIC FIRE ALARM 09/01/2024	61.43
9/23/2024	AT&T - CALNET 3	HERITAGE 9391018979 09/14/2024	30.42
9/23/2024	AT&T - CALNET 3	SHANNON CENTER ALARM 9391063350 09/12/2024	30.42
9/23/2024	BAY ALARM COMPANY	ALARM SERVICES SENIOR OCT 2024	207.00
9/23/2024	BAY ALARM COMPANY	ALARM SERVICES HERITAGE OCT 2024	689.13
9/23/2024	BAY ALARM COMPANY	ALARM SERVICES CIVIC OCT 2024	180.00
9/23/2024	BEST VERSION MEDIA, LLC	THE WAVE EAST DUBLIN LIVING ADVERTISEMENT	408.30
9/23/2024	BRIGHTLY SOFTWARE, INC.	BRIGHTLY ANNUAL SOFTWARE SUBSCRIPTION 2024-25	55,368.68
9/23/2024	CARBONIC SERVICE	POOL CHEMICALS FOR THE WAVE	341.73
9/23/2024	CDW GOVERNMENT INC	EXTRON CTRL SYS LINK - CONFERENCE ROOM	868.68
9/23/2024	CHRISTINE PETIT	REC CLASS INSTRUCTOR	273.60
9/23/2024	CITY OF SAN LEANDRO	AC LEADERSHIP ACADEMY - 3 PARTICIPANTS	6,000.00
9/23/2024	CITY OF SAN LEANDRO	ALAMEDA COUNTY CITY MANAGER ASSOC ANNUAL DUES	360.00
9/23/2024	COMCAST	INTERNET/CABLE SVC WAV, SNC, PSC - 9/11-10/10/24	602.90
9/23/2024	COMCAST	CIVIC CENTER COMCAST 500M INTERNET 08/31/2024	2,554.19
9/23/2024	CONSOR NORTH AMERICA, INC.	KOOPMAN CANYON CREEK CHANNEL & BANK REPAIR JUL 2024	20,678.78
9/23/2024	CONSOR NORTH AMERICA, INC.	DEVELOPMENT MAP REVIEW JUL 2024	4,188.85
9/23/2024	CORODATA SHREDDING, INC.	SHRED BIN PICKUP AUG 2024	43.29
9/23/2024	DANIEL S COLLEY	PCS COMMISSION 09/16/24	50.00
9/23/2024	DARREN PHILLIPS	HERITAGE AND CULTURAL ARTS COMMISSION 9/12/24	50.00
9/23/2024	DSRSD	BILLING PERIOD: 7/17/24 - 9/16/24	31,290.99
9/23/2024	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS - JULY 2024	1,496.25
9/23/2024	DUTCHOVER & ASSOCIATES	DEVELOPMENT AND PERMITS PLAN REVIEW - JUL 2024	1,260.00
9/23/2024	EAST BAY POOL SERVICE, INC.	THE WAVE POOL MAINTENANCE	733.00
9/23/2024	ECUBE LABS CO.	4G-LTE CIRCUITBOARD & SENSOR CLEANCUBE AUG 2024	1,869.90
9/23/2024	GARY GOCHBERG	DV0368 BALANCE REFUND	4,301.37
9/23/2024	GINA MARIE GARCIA-GABRIELL	HERITAGE AND CULTURAL ARTS COMMISSION 9/12/24	50.00
9/23/2024	GTL LEASING, LLC	QUARTERLY HYDROGEN FUEL CELL REFUELLING	3,477.00
9/23/2024	GUIDA	DEVELOPMENT MAP REVIEW JUL 2024	1,195.00
9/23/2024	GUIDA	DEVELOPMENT MAP REVIEW AUG 2024	3,282.50
9/23/2024	HALEY & ALDRICH, INC	DEVELOPMENT AND PERMITS PLAN REVIEW AUG 2024	4,504.61
9/23/2024	HALEY & ALDRICH, INC	DEVELOPMENT AND PERMITS PLAN REVIEW JUL 2024	1,993.75
9/23/2024	HD SUPPLY CONST & INDUSTRIAL	PUBLIC WORKS EQUIPMENT	242.66
9/23/2024	JCJCJ, INC	BOCCE LEAGUE AWARDS	49.61
9/23/2024	JIEXING MARGARET LIANG	HERITAGE AND CULTURAL ARTS COMMISSION 9/12/24	50.00
9/23/2024	JULIA H. TOMTANIA	HERITAGE AND CULTURAL ARTS COMMISSION 9/12/24	50.00
9/23/2024	KIMLEY-HORN AND ASSOC. INC.	SAFE ROUTES TO SCHOOL - JUL 2023	597.50
9/23/2024	KIMLEY-HORN AND ASSOC. INC.	DESIGN SVCS GOLDEN GATE DR IMPRVMNT JUL 2024	1,513.00
9/23/2024	KIMLEY-HORN AND ASSOC. INC.	DESIGN SVCS GOLDEN GATE DR IMPRVMNT JUN 2024	4,066.50
9/23/2024	KIMLEY-HORN AND ASSOC. INC.	SAFE ROUTES TO SCHOOL JUL 2024	7,137.00
9/23/2024	KIMLEY-HORN AND ASSOC. INC.	DESIGN SERVICES - SLIDES REPAIR MAY 2024	7,716.00
9/23/2024	KIMLEY-HORN AND ASSOC. INC.	DESIGN SERVICES - SLIDES REPAIR JUL 2024	19,783.00
9/23/2024	KIMLEY-HORN AND ASSOC. INC.	PREPARE CEQA ANALYSIS FOR THE DDSP AMENDMENT - JULY 2024	4,336.00
9/23/2024	KITTELSON & ASSOCIATES, INC.	LTA ANALYSIS PACVEST JUL 2024	5,413.06
9/23/2024	KRAMER WORKPLACE INVESTIGATIONS	LEGAL SERVICES AUG 2024	9,291.50
9/23/2024	LANLOGIC INC.	MULTIMODE FIBER INSTALLATION - HERITAGE CENTER	5,254.99
9/23/2024	LIVERMORE-PLEASANTON UMPIRES	SPORTS OFFICIATING SERVICES - AUG 2024	1,400.00
9/23/2024	LSA ASSOCIATES INC.	SCHAEFER RANCH GHAD-BIOLOGICAL MONITORING SVCS JUL 2024	1,781.28
9/23/2024	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	5,385.60
9/23/2024	MATTHEW T GILLER	PCS COMMISSION 09/16/24	50.00

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9/23/2024	MCE CORPORATION	MAINTENANCE SERVICES - AUG 2024	916,075.25
9/23/2024	MINUTEMAN PRESS	VOTER INFORMATION FLYERS	326.94
9/23/2024	MINUTEMAN PRESS	SPLATTER SIGNAGE	235.49
9/23/2024	NATIONAL CIVIC LEAGUE	2024 NATIONAL CIVIC LEAGUE MEMBERSHIP	2,500.00
9/23/2024	NICHOLS CONSULTING ENGINEERS, CHTD	DESIGN SVCS-IRON HORSE NATURE PARK JUL 2024	3,652.50
9/23/2024	NICHOLS CONSULTING ENGINEERS, CHTD	2025 & 2026 PAVING WORK PLAN JUL 2024	3,159.54
9/23/2024	NITHILA JEYAKIRUPA SADHEESH	PCS COMMISSION 09/16/24	50.00
9/23/2024	PAKPOUR CONSULTING GROUP, INC.	ENGINEERING SERVICES - PLAN REVIEW - JUN 2024	18,975.00
9/23/2024	PAKPOUR CONSULTING GROUP, INC.	DEVELOPMENT AND PERMITS PLAN REVIEW JUL 2024	17,267.50
9/23/2024	PAKPOUR CONSULTING GROUP, INC.	DEVELOPMENT AND PERMITS PLAN REVIEW AUG 2024	33,530.00
9/23/2024	PAKPOUR CONSULTING GROUP, INC.	CM/INSP. SVCS. SAFE ROUTES TO SCHOOL AUG 2024	13,265.00
9/23/2024	PG&E	SERVICE TO SHANNAN CENTER 08/27/2024	24.64
9/23/2024	PG&E	SERVICE TO GLEASON IRRIG 08/28/2024	886.23
9/23/2024	PG&E	IRRIGATION SERVICE TO 08/29/2024	264.52
9/23/2024	PG&E	SERVICE TO VARIOUS IRRIG 08/27/2024	50.88
9/23/2024	PG&E	B10S SERVICE TO CIVIC CENTER 08/13/2024	12,246.39
9/23/2024	PG&E	SERVICE TO CORP YARD 08/28/2024	1,745.50
9/23/2024	PG&E	SERVICE TO SHANNON CENTER 08/28/2024	137.53
9/23/2024	PG&E	SERVICE TO SCH RNCH PARK 08/27/2024	420.04
9/23/2024	PG&E	B1 SERVICE TO PASSATEMPO 08/22/2024	79.63
9/23/2024	PG&E	B1 SERVICE TO SEAN DIAMOND 08/26/2024	204.75
9/23/2024	PG&E	B1 SERVICE TO POSITANO IRRIG 08/28/2024	245.46
9/23/2024	PG&E	B1 7341 ROSAMOND HILLS CT 09/04/2024	16.02
9/23/2024	PG&E	B1 ART LIGHT 7401 DUBLIN BLVD 08/29/2024	287.67
9/23/2024	PG&E	A6 SERVICE TO FS17 09/04/2024	115.32
9/23/2024	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 08/30/2024	220.64
9/23/2024	PG&E	LS2-A SERVICE TO AVB 08/29/2024	1,703.51
9/23/2024	PG&E	SERVICE TO WAVE 09/04/2024	32,564.97
9/23/2024	PG&E	SERVICE TO HCP 08/28/2024	2,509.44
9/23/2024	PG&E	SERVICE TO FS16 08/11/2024	919.60
9/23/2024	PG&E	B6 SERVICE TO LIBRARY 08/28/2024	2,004.57
9/23/2024	PG&E	SERVICE TO HPM 08/27/2024	719.03
9/23/2024	PG&E	PG&E ELECTRICAL SERVICE CONNECTION FEE 6501 RUTHER	61,178.89
9/23/2024	PG&E	PG&E ELECTRICAL SERVICE CONNECTION 4144M WALLIS RN	4,391.89
9/23/2024	PLAN JPA	GENERAL LIABILITY CLAIMS - AUG 2024	463.05
9/23/2024	PLEASANTON EVENT RENTALS INC	PCS CLEANING OF RENTED LINENS	1,133.75
9/23/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES PSC SEPT 2024	51.87
9/23/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CIVIC SEPT 2024	92.38
9/23/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES WAVE SEPT 2024	80.90
9/23/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SENIOR SEPT 2024	79.80
9/23/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES SHANNON SEPT 2024	75.50
9/23/2024	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES CORP YARD SEPT 2024	51.20
9/23/2024	RACHEAL MATHENY	PCS COMMISSION 09/16/24	50.00
9/23/2024	RCLCO	MARKET PRICING AND ABSORPTION ANALYSIS -CFD	16,504.75
9/23/2024	RICHARD THORNBURY	PCS COMMISSION 09/16/24	50.00
9/23/2024	ROBERT HALF	TEMP EMPLOYEE FOR FINANCE DEPARTMENT 8/2/2024-9/13/2024	19,696.05
9/23/2024	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	427.20
9/23/2024	ROTH STAFFING COMPANIES, L.P.	BUSINESS LICENSE TEMP 8/16/2024-9/13/2024	5,184.00
9/23/2024	RRM DESIGN GROUP, A CA CORP	DEVELOPMENT AND PERMITS PLAN REVIEW JUL 2024	407.50
9/23/2024	SAN JOSE ICE COMPANY	ICE FOR SPLATTER	1,102.50
9/23/2024	SELECT IMAGING	CITY COUNCIL NAMEPLATES	53.25
9/23/2024	SELECT IMAGING	CMO ENGRAVED PLATE	20.21
9/23/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	COPIER LEASE - SEPTEMBER	1,510.70
9/23/2024	SHWETA AGRAWAL	HERITAGE AND CULTURAL ARTS COMMISSION 9/12/24	50.00
9/23/2024	SOBHAN DAS	DV0366 BALANCE REFUND	600.93
9/23/2024	SQUAD SPORTS INC.	REC CLASS INSTRUCTOR	8,360.25
9/23/2024	ST. RAYMOND CATHOLIC CHURCH BOY	ST. PAT'S 2024 EVENT BOY SCOUT TROOP #905	3,000.00
9/23/2024	STRAWN CONSTRUCTION, INC.	CULTURAL ARTS REMODEL & CIVIC CTR IMPROV	194,227.51

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9/23/2024	SYED SAMEER SHABIR HAKIM	PCS COMMISSION 09/16/24	50.00
9/23/2024	THE CONSTRUCTION ZONE, LLC	RETIRE STREET SIGN	55.13
9/23/2024	TIMEA IHAROSI	HERITAGE AND CULTURAL ARTS COMMISSION 9/12/24	50.00
9/23/2024	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES AUG 2024	23,077.50
9/23/2024	TREASURER ALAMEDA COUNTY	FY23/24 Q4 - FIELD AND SHELTER SERVICES	61,437.80
9/23/2024	TREASURER ALAMEDA COUNTY	RETURN ASSET SEIZURE FUND CASE: D21-03103	4,909.89
9/23/2024	TREASURER ALAMEDA COUNTY PW	TRAFFIC SIGNAL AND STREETLIGHT MAINT SVCS JUL2024	47,266.03
9/23/2024	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SERVICES OCT 2024	726.38
9/23/2024	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	2,988.00
9/23/2024	WILLDAN HOMELAND SOLUTIONS	RETENTION RELEASE- CITYWIDE ENERGY IMPROVEMENTS	147,315.50
9/23/2024	WORKFORCE INTEGRITY & TRAINING	SAFE ROUTES TO SCHOOL - CWA ADMIN SEPT 2024	1,090.00
9/23/2024	WORKFORCE INTEGRITY & TRAINING	CWA ADMIN-GREEN STORMWATER INFRASTRUCTURE AUG 2024	578.52
9/23/2024	WORKFORCE INTEGRITY & TRAINING	IRONHORSE NATURE PARK-CWA ADMIN AUG 2024	563.32
9/23/2024	W-TRANS	TRAFFIC ENGINEERING SERVICES - STAFF AUG 2024	4,231.25
		Payments Issued 9/23/2024 Total:	**1,980,522.29**
9/25/2024	MINUTEMAN PRESS	POSTAGE FOR ELECTION POSTCARD #2	5,675.56
9/25/2024	MINUTEMAN PRESS	POSTAGE FOR ELECTION POSTCARD #3	5,675.56
9/25/2024	STATE OF CALIFORNIA STATE TREASURY	COMPENSATION FOR R/W ACQUISITION	104,000.00
9/25/2024	TENSILE SHADE PRODUCTS, LLC	PCS - SUNDALA REPLACEMENT HARDWARE	1,468.00
		Payments Issued 9/25/2024 Total:	**116,819.12**
9/26/2024	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 9/20/24 &SEPTEMBERCOUNCIL	76,256.92
		Payments Issued 9/26/2024 Total:	**76,256.92**
9/27/2024	CAL PERS	PERS RETIREMENT PLAN: PE 9/20/24 & SEPT COUNCIL	100,048.79
9/27/2024	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 9/20/24 &SEPTEMBR COUNCIL	23,426.00
9/27/2024	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 9/20/24	3,393.95
9/27/2024	I C M A 401 PLAN	DEFERRED COMP 401A: PE 9/20/24	1,276.83
9/27/2024	I C M A 457 PLAN	DEFERRED COMP 457: PE 9/20/24 & SEPTEMBER COUNCIL	36,723.70
9/27/2024	US BANK - PARS	PARS: PE 9/20/24 & SEPTEMBER COUNCIL	4,271.42
		Payments Issued 9/27/2024 Total:	**169,140.69**
9/30/2024	222 THE PHOTOBOOTH LLC	DIGITAL PHOTOBOOTH SERVICE - SPLATTER	650.00
9/30/2024	A4 PROMOTIONS & INCENTIVES	SPLATTER PRINTING SERVICES	2,809.50
9/30/2024	ACCOPSA -ALAMEDA COUNTY CHIEFS OF	MEMBERSHIP DUES	750.00
9/30/2024	ALAMEDA CO SHERIFF'S OFFICE	BUSINESS CARDS	30.68
9/30/2024	ALAMEDA CO SHERIFF'S OFFICE	BROCHURES	201.90
9/30/2024	ALAMEDA CO SHERIFF'S OFFICE	CASE #L23-05152, LEVY FILE #24-5745	699.44
9/30/2024	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES 8/18/24-9/14/2024	40,838.21
9/30/2024	ALLEN'S AUTOMOTIVE & TOWING IN	DPS EVIDENCE TOWING SERVICE	630.00
9/30/2024	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES - AUG 2024	1,385.16
9/30/2024	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	6,818.86
9/30/2024	BLACKBRIDGE CONSULTING INC	BUSINESS SUPPORT: NAVIGATOR PROGRAM	2,619.16
9/30/2024	CARBONIC SERVICE	POOL CHEMICALS FOR THE WAVE	281.79
9/30/2024	CDW GOVERNMENT INC	22 MILES SOFTWARE CONTENT MANAGER AND INSTALLATION	33,232.25
9/30/2024	CEC ENTERTAINMENT, LLC	REFUND FOR PLOC-2024-00111 TUP	500.00
9/30/2024	CHRISTINE PETIT	REC CLASS INSTRUCTOR	489.60
9/30/2024	CINTAS CORPORATION NO.2	FIRST AID RESTOCK - DPS	61.31
9/30/2024	CINTHIA BARRAGAN ALVAREZ	DV0381 BALANCE REFUND	2,856.50
9/30/2024	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS - AUG 2024	935.00
9/30/2024	EAST BAY POOL SERVICE, INC.	THE WAVE POOL MAINTENANCE	374.96
9/30/2024	EAST BAY REGIONAL	MOBILE RADIO REGIONAL CONNECTIVITY FY24-25	64,356.00
9/30/2024	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - PRESCHOOL 2024	300.00
9/30/2024	IRON MOUNTAIN	POLICE RECORDS STORAGE - SEPTEMBER 2024	372.67
9/30/2024	JAM SERVICES INC	AMADOR PLZ NEAR SPROUTS RRFB REPLACE PARTS JUL 2024	13,092.19
9/30/2024	JOY LIU	WEEKEND WONDERS PHOTOGRAPHY	140.00
9/30/2024	KEYSER MARSTON ASSOCIATES, INC	DUBLIN COMMONS REAL ESTATE ANALYSIS	35,905.00

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9/30/2024	L.N. CURTIS AND SONS	DPS - NAMEPLATES	391.28
9/30/2024	LSA ASSOCIATES INC.	CEQA DOCUMENT PREP FOR DUBLIN FALLON 580 PROJECT - AUG 2024	126.21
9/30/2024	MEYERS NAVE	FOR PROFESSIONAL SERVICES RENDERED THROUGH JUN 2024	867.00
9/30/2024	M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5 - AUG 2024	3,892.50
9/30/2024	MICHAEL BAKER INT'L, INC.	AFFORDABLE HOUSING MONITORING ASSISTANCE - AUG 2024	1,485.00
9/30/2024	MOTOROLA SOLUTIONS, INC.	RADIO EQUIPMENT FOR NEW VEHICLES D21 & D22	16,366.16
9/30/2024	NOVANI, LLC.	TRAFFIC OPERATING CENTER MAINTENANCE JUL2024	3,000.00
9/30/2024	OPENGOV, INC. DEPT. 0370	OPENGOV BUDGETING SOFTWARE SERVICES FY 24-25	52,472.00
9/30/2024	PAKPOUR CONSULTING GROUP, INC.	EXT. PAINT CITY FACILITIES CONSTRUCT MGMT JUL2024	2,775.00
9/30/2024	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED	225.00
9/30/2024	PRO CYCLES LLC	POLICE VEHICLE MAINTENANCE & REPAIRS	3,514.67
9/30/2024	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR AUG 7900 0440 8080 3483	285.40
9/30/2024	QUADIENT LEASING USA, INC.	NEOPOST MAIL MACHINE LEASE FY24-25	1,282.75
9/30/2024	REDWOOD TOXICOLOGY LAB. INC.	DPS TOXICOLOGY SERVICES	466.56
9/30/2024	ROTH STAFFING COMPANIES, L.P.	TEMP STAFF FOR BUSINESS LICENSE 9/9/24 -9/15/2024	1,670.54
9/30/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	COPIER SUPPLY AND SERVICE 9/16-10/15/24	707.14
9/30/2024	SHAMROCK OFFICE SOLUTIONS, LLC FILE	PRINTER TONER	15.00
9/30/2024	ST. RAYMOND CATHOLIC CHURCH BOY	SERVICES FOR SPLATTER 2024	1,500.00
9/30/2024	STRATEGIC ECONOMICS INC.	CONSULTANT FOR UPDATE OF ED STRATEGY & GP ELEMENT	2,186.25
9/30/2024	SUMURI LLC	TALINO INTEL EVIDENCE WORKSTATION PD	8,719.67
9/30/2024	SUULUTAAQ, INC.	GREEN STORMWATER INFRASTRUCTURE - PROGRESS PAYMENT	398,009.64
9/30/2024	TIM FITZGERALD	PLOC-004047-2024 REFUND	314.16
9/30/2024	TREASURER ALAMEDA COUNTY	FY23/24 Q4 FIELD AND SHELTER SERVICES	8,340.10
9/30/2024	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED	962.00
9/30/2024	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERV & SUPPLY - CAMP PARKS SEPT 2024	33,416.92
9/30/2024	VARGAS AND RAMIREZ SPORTS	BAT BUSTERS TEE BALL SHIRTS AND HATS	1,189.58
9/30/2024	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS 8/4/2024-9/3/2024	2,517.35
9/30/2024	VSS INTERNATIONAL, INC.	2024 CAPE SEAL CONSTRUCTION AGREEMENT	82,009.20
9/30/2024	YAMAHA GOLF CARTS OF CALIF INC	YAMAHA GOLF CARTS - SPLATTER 2024	3,594.15
		Payments Issued 9/30/2024 Total:	**842,631.41**

Grand Total for Payments Dated 9/1/2024 through 9/30/2024: **11,108,995.91**

Total Number of Payments Issued: 305

Agenda Item 5.5

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117 – Contract Change Order Authorization for Hacienda Drive
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider increasing the contract change order authority of the City Manager for the Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117, to enable a change to the contract with American Asphalt Repair & Resurfacing Co. to resurface and restripe Hacienda Drive from Dublin Boulevard to the I-580 on- and off-ramps.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing the City Manager to Approve Contract Change Orders with American Asphalt Repair & Resurfacing Co., Inc. for Hacienda Drive for the Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117.

FINANCIAL IMPACT:

The cost to resurface and restripe Hacienda Drive from Dublin Boulevard to the I-580 on- and off-ramps is estimated at $175,000. There are sufficient funds in the Annual Street Resurfacing Project (CIP No. ST0117) budget to fund this work.

DESCRIPTION:

On April 16, 2024, the City Council awarded a construction contract of $809,029 to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117, and authorized the City Manager to approve change orders up to a contingency amount of $100,000 (Resolution No. 28-24). The total potential construction contract amount, including the $100,000 construction contingency, is $909,029.

The 2024 Slurry Seal Project is currently under construction and has repaired localized failed asphalt concrete pavement, slurry sealed approximately 1.5 million square feet of roadway, and installed pavement delineation on 51 street segments.

Proposed Change Order

The segment of Hacienda Drive pavement between Dublin Boulevard and the I-580 on-and off-ramps is significantly oxidized, and the top road surface is unevenly worn over the entire segment. The uneven wear of the asphalt surface decreases visibility of lane lines, pavement markings, and crosswalks. Staff solicited a quote from American Asphalt Repair & Resurfacing Co., Inc. to resurface Hacienda Drive between Dublin Boulevard and the I-580 on- and off-ramps. This resurfacing would include cleaning and preparing the existing asphalt surface, crack filling and patching surface gaps, applying a sand/oil slurry seal on all asphalt pavement surfaces, and installing new striping, pavement markings, and crosswalks.

The Hacienda Drive pavement resurfacing and restriping is estimated to cost no more than $175,000. Existing project change orders have encumbered $10,000 of the initial $100,000 contingency, leaving $90,000 available. To complete the Hacienda Drive work at $175,000, Staff requests that City Council authorize an additional $85,000 of change order authority for the City Manager. This will bring the total authorized change order authority to $185,000 and increases the total potential construction cost to $994,029. A budget change is not needed as there are sufficient available funds in the project budget.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A courtesy copy of this report was sent to American Asphalt Repair & Resurfacing Co., Inc.

ATTACHMENTS:

1) Resolution Authorizing the City Manager to Approve Contract Change Orders with American Asphalt Repair & Resurfacing Co., Inc. for Hacienda Drive for the Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117
2) Resolution No. 28-24 – Approving the Plans and Specifications and Awarding a Contract to American Asphalt Repair & Resurfacing co., Inc. for Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117
3) CIP No. ST0117

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING THE CITY MANAGER TO APPROVE CONTRACT CHANGE ORDERS WITH AMERICAN ASPHALT REPAIR & RESURFACING CO., INC. FOR HACIENDA DRIVE FOR THE ANNUAL STREET RESURFACING (2024 SLURRY SEAL) PROJECT, CIP NO. ST0117

WHEREAS, on April 16, 2024, the City of Dublin adopted Resolution No. 28-24, Approving the Plans and Specifications and Awarding a Contract to American Asphalt Repair & Resurfacing co., Inc. for the Annual Street Resurfacing (2024 Slurry Seal) Project, CIP No. ST0117; and

WHEREAS, the City Council authorized the City Manager or designee to approve contract change orders based on appropriated funds designated for the Project up to the contingency amount of $100,000; and

WHEREAS, additional resurfacing need has been identified for Hacienda Drive between Dublin Boulevard and the I-580 on- and off-ramps; and

WHEREAS, sufficient budget is available in the Annual Street Resurfacing Project, CIP No. ST0117, to increase the project contingency by $85,000, thereby facilitating completion of the additional scope of work, estimated at $175,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to approve contract change orders with American Asphalt Repair & Resurfacing co., Inc. up to the revised contingency amount of $185,000 and increase the construction contract total to $994,029.

PASSED, APPROVED AND ADOPTED this 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 7823305E-34D4-413D-AAE9-4A320D786947

RESOLUTION NO. 28 - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO AMERICAN ASPHALT REPAIR & RESURFACING CO., INC. FOR THE ANNUAL STREET RESURFACING (2024 SLURRY SEAL) PROJECT, CIP NO. ST0117

WHEREAS, the design team has completed the plans and specifications for the Annual Street Resurfacing Project (2024 Slurry Seal), CIP No. ST0117, (Project) which includes the roadway resurfacing on 51 street segments by means of crack filling, seal coating the pavement, and installation of pavement delineation; and

WHEREAS, the City of Dublin did, on March 26, 2024, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, said bids were submitted to Staff and American Asphalt Repair & Resurfacing Co., Inc. was determined to be the lowest responsive and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest responsive and responsible bidder, American Asphalt Repair & Resurfacing Co., Inc. at a base bid of $809,029, the particulars of which bids are on file in the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of $100,000.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Construction Agreement for the Project with American Asphalt Repair & Resurfacing Co., Inc.

{Signatures on the following page}

DocuSign Envelope ID: 7823305E-34D4-413D-AAE9-4A320D786947

PASSED, APPROVED AND ADOPTED this 16th day of April 2024, by the following vote:

AYES: Councilmembers Hu, Josey, McCorriston, Qaadri and Mayor Hernandez

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
97C94F7A46A8461...
Mayor

ATTEST:

DocuSigned by:
9BB70815D22F40A...
City Clerk

Number – ST0117 **ANNUAL STREET RESURFACING** **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to the available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 80.

PROJECT TIMELINE: The project is currently in various stages of design or construction. Improvements are typically constructed each year between spring and fall.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$227,235	$167,500	$167,500	$167,500	$167,500	$167,500		$1,064,735
9200 – Contract Services	$2,509,344	$775,000	$775,000	$775,000	$775,000	$775,000		$6,384,344
9400 – Improvements	$12,737,648	$3,550,000	$3,550,000	$3,550,000	$3,550,000	$3,550,000		$30,487,648
9500 – Miscellaneous	$56,311	$7,500	$7,500	$7,500	$7,500	$7,500		$93,811
TOTAL	**$15,530,538**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**		**$38,030,538**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$467,999	$1,250,000	$2,086,900	$1,750,000	$1,850,000	$1,850,000		$9,254,899
2201 – State Gas Tax	$5,289,941	$700,000	$413,100	$750,000	$650,000	$650,000		$8,453,041
2204 – Measure B Sales Tax – Local Streets Fund (ACTC)	$1,784,999							$1,784,999
2205 – Measure B Sales Tax – Bike & Pedestrian Fund (ACTC)	$300,000							$300,000
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)	$2,831,020	$200,000						$3,031,020
2215 – Measure BB Sales Tax – Bike & Pedestrian Fund (ACTC)	$304,500							$304,500
2216 – Measure B Grants	$82,500							$82,500
2220 – Road Maint. & Rehab. Account (RMRA)	$4,263,599	$2,350,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000		$14,263,599
2304 – Local Recycling Programs	$160,000							$160,000
4309 – Mitigation Contributions	$45,980							$45,980
TOTAL	**$15,530,538**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**		**$38,030,538**

Agenda Item 5.6

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117 – Acceptance of Work
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider the acceptance of the Annual Street Resurfacing (July 2023 Slurry Seal) Project. The project included localized repair of failed asphalt concrete pavement, slurry seal, and pavement delineation on 46 street segments.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117.

FINANCIAL IMPACT:

The Annual Street Resurfacing (2023 Slurry Seal) Project is complete, and the project cost was as follows:

Project Funding Source (FY 2023-24)	
State Gas Tax Fund	$600,920
Measure BB Sales Tax Local Streets Fund	$575,000
Road Maintenance & Rehab Account (RMRA)	$1,123,961
Total Funding	**$2,299,881**

Estimated Expenditures	
Construction Contract with Change Orders	$794,375
Contract Services, Design, Salary, and Testing	$348,126
Total Expenditures	**$1,142,501**
Estimated Project Balance	**$1,157,380**

Upon the City Council's acceptance of the project, the remaining budget will be retained within the Annual Street Resurfacing Project for use on other 2024 resurfacing projects.

DESCRIPTION:

On August 15, 2023, the City Council awarded a construction contract in the amount of $706,586.60 to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117. The slurry seal program provides for the preventative maintenance of our local streets and roads. As streets begin showing wear and stress cracks, it is important to seal the cracks to keep water from getting under the street pavement. Slurry seal is a preventative maintenance technique used to prolong the life of asphalt concrete surfacing. The material consists of a sand/oil mixture, which seals cracks and provides a new uniform wearing surface.

The 2023 project included localized repair of failed asphalt concrete pavement, slurry seal, and pavement delineation on 46 street segments as shown on the Location Map (Attachment 2). The total project included approximately 1.57 million square feet of slurry seal, 23,322 square feet of pavement "Hot Mix Asphalt" dig out repairs, and 2,850 square feet of resurfacing.

Staff has determined that the project is complete and recommends that the City Council accept the project and begin the warranty period. The estimated remaining project budget of $1,157,380 will be retained within the Annual Street Resurfacing Project budget.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this report was sent to American Asphalt Repair & Resurfacing Co., Inc.

ATTACHMENTS:

1) Resolution Accepting the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117
2) July 2023 Slurry Seal, Project Location Map
3) CIP No. ST0117

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ACCEPTING THE ANNUAL STREET RESURFACING (JULY 2023 SLURRY SEAL) PROJECT, CIP NO. ST0117

WHEREAS, on August 15, 2023, the City of Dublin entered into a Construction Contract with American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing (July 2023 Slurry Seal) Project, that slurry coated 46 street segments; and

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

WHEREAS, as a condition of the contract, American Asphalt Repair & Resurfacing Co., Inc. is required to warranty the improvements for a period of one year following the completion of the work and maintain a maintenance bond in the amount of 10% of the final contract value.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby accept the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117 and authorize Staff to file a Notice of Completion with Alameda County.

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

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

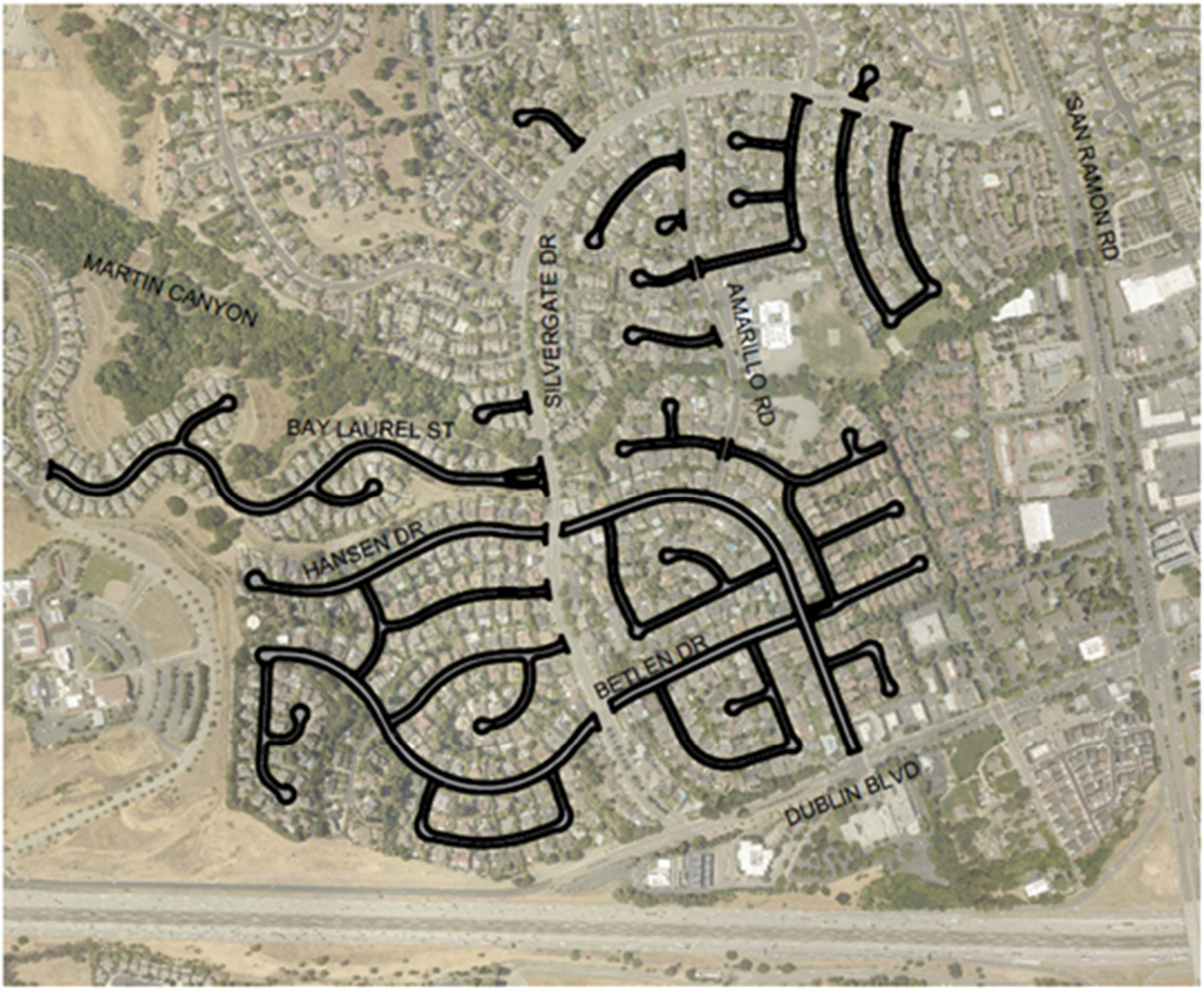
ATTEST:

_____
City Clerk

Annual Street Resurfacing "July 2023 Slurry Seal"

Project No. ST0117

Location Map



Number – ST0117 **ANNUAL STREET RESURFACING** **Program – STREETS**

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to the available budget. The City owns and maintains approximately 148 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a three-year moving average PCI of 80.

PROJECT TIMELINE: The project is currently in various stages of design or construction. Improvements are typically constructed each year between spring and fall.

ANNUAL OPERATING IMPACT: None.

		2024-2029 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
9100 – Salaries & Benefits	$227,235	$167,500	$167,500	$167,500	$167,500	$167,500		$1,064,735
9200 – Contract Services	$2,509,344	$775,000	$775,000	$775,000	$775,000	$775,000		$6,384,344
9400 – Improvements	$12,737,648	$3,550,000	$3,550,000	$3,550,000	$3,550,000	$3,550,000		$30,487,648
9500 – Miscellaneous	$56,311	$7,500	$7,500	$7,500	$7,500	$7,500		$93,811
TOTAL	**$15,530,538**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**		**$38,030,538**

FUNDING SOURCE	PRIOR YEARS	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	FUTURE YEARS	TOTALS
1001 – General Fund	$467,999	$1,250,000	$2,086,900	$1,750,000	$1,850,000	$1,850,000		$9,254,899
2201 – State Gas Tax	$5,289,941	$700,000	$413,100	$750,000	$650,000	$650,000		$8,453,041
2204 – Measure B Sales Tax – Local Streets Fund (ACTC)	$1,784,999							$1,784,999
2205 – Measure B Sales Tax – Bike & Pedestrian Fund (ACTC)	$300,000							$300,000
2214 – Measure BB Sales Tax – Local Streets Fund (ACTC)	$2,831,020	$200,000						$3,031,020
2215 – Measure BB Sales Tax – Bike & Pedestrian Fund (ACTC)	$304,500							$304,500
2216 – Measure B Grants	$82,500							$82,500
2220 – Road Maint. & Rehab. Account (RMRA)	$4,263,599	$2,350,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000		$14,263,599
2304 – Local Recycling Programs	$160,000							$160,000
4309 – Mitigation Contributions	$45,980							$45,980
TOTAL	**$15,530,538**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**	**$4,500,000**		**$38,030,538**

Agenda Item 5.7

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT- Approval of a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Regional Street Senior Affordable Housing project
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

Eden Housing, Inc. requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of bonds in an amount not to exceed $50,000,000 of tax-exempt revenue bonds. The bond proceeds will be used to finance the acquisition, construction, development, and equipping of a 113-unit multifamily rental housing facility known as the Regional Street Senior Affordable Housing Project. The project will be owned and operated by Eden Housing or their controlled affiliate and located at 6541-6543 Regional Street. The City Council is being asked to adopt a resolution to approve the financing of the Project by the CMFA.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing and Refinancing the Acquisition and Construction of a Multifamily Rental Housing Development Known as Regional Street Senior Affordable Housing Project at 6541-6543 Regional Street.

FINANCIAL IMPACT:

The bonds to be issued by the California Municipal Finance Authority (CMFA) for the Project will be the sole responsibility of the Eden Housing, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the bonds. All financing documents with respect to the issuance of the bonds will contain clear disclaimers that the bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA.

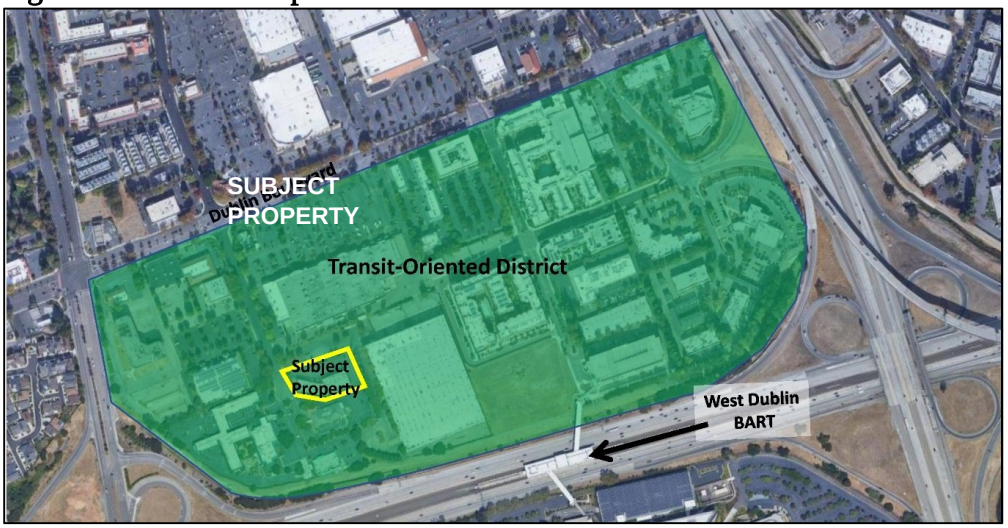
Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Dublin, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the City's General Fund. Such grant may be used for any lawful purpose of the City. Eden Housing will be the beneficiary of the CMFA's charitable donation through a 25% reduction in issuance fees.

DESCRIPTION:

Background

The Regional Street Senior Affordable Housing Project will provide 113 units on a 1.3-acre site located at 6541-6543 Regional Street within the Transit Oriented District of the Downtown Dublin Specific Plan (DDSP) (Figure 1). The City facilitated the donation of the site to Eden Housing as part of the Community Benefit Program Agreement for the Avalon West Project on St Patrick Way.

Figure 1. Location Map



Additionally, the City Council reserved units from the DDSP Development Pool and authorized the commitment of $5 million in Alameda County Measure A-1 Bond funds to the Project. The City was also awarded a $3.3 million Local Housing Trust Fund grant from the California Department of Housing and Community Development for the Project, and on November 23, 2021, the Planning Commission approved a Site Development Review Permit for the Project. Since that time, Eden Housing has been pursuing their building permits and has assembled all the financing necessary to move forward with construction, as well as bond financing.

Bond Financing

The California Municipal Finance Authority (CMFA) was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. Such financing consists of both taxable and tax-exempt bond issuances for local governments, non-profit organizations, and businesses, to fund projects that improve the standard of living in communities. The CMFA's representatives and its Board of Directors have considerable

experience in bond financing, and to date, over 200 municipalities, including the City of Dublin, have become members of the CMFA.

For the Regional Street Project, the CMFA will serve as the municipal issuer of tax-exempt revenue bonds in an aggregate principal amount not to exceed $50,000,000. The bond proceeds will be used to finance the acquisition and construction of the Project.

In accordance with the Tax and Equity Fiscal Responsibility Act, the CMFA is scheduled to conduct its own public hearing on the Project on October 14, 2024. That hearing provides members of the community an opportunity to speak on the use of tax-exempt bonds to finance the Project. In accordance with Section 147(f) of the Internal Revenue Code and Section 4 of the CMFA Joint Exercise of Powers Agreement, the City Council must provide its own approval of the issuance of the bonds for the financing of the Project.

Analysis

There are no costs or any financial liability associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its recommendation and approval of up to $50,000,000 of tax-exempt revenue bonds. The bond proceeds will be used to finance the acquisition, construction, development, and equipping of the 113-unit multifamily rental 100% affordable housing development known as the Regional Street Senior Affordable Housing project to be owned and operated by Eden Housing, Inc. Participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness of the City. Outside of adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required.

The resolution approving the issuance of the bonds by the CMFA for the benefit of Regional Street Investors, LP., to finance the Regional Street Senior Affordable Housing project is included as Attachment 1.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability
Objective a: Implement the goals, policies, and programs in the 2023-2031 Housing Element.
Objective b: Support efforts to produce housing affordable at all levels of income.
Objective d: Support development of housing types to support essential workers, younger buyers, and seniors.

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 tax exempt revenue bond is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the tax exempt revenue bond is not a project and would not have a significant effect on the environment, and therefore is exempt from the requirements of CEQA.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Purpose of Financing and Refinancing the Acquisition and Construction of a Multifamily Rental Housing Development known as Regional Street Senior Affordable Housing Located at 6451-6543 Regional Street

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A PLAN OF FINANCE INCLUDING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING DEVELOPMENT KNOWN AS REGIONAL STREET SENIOR AFFORDABLE HOUSING LOCATED AT 6541-6543 REGIONAL STREET

WHEREAS, Eden Housing, Inc., a California nonprofit public benefit corporation (the "Sponsor"), on behalf of Regional Street Investors, L.P., a California limited partnership, or another ownership entity created by Regional Street, LLC, a California limited liability company, its general partner (the "General Partner"), or by another affiliate of the Sponsor (such limited partnership or other ownership entity, the "Borrower"), has requested that the California Municipal Finance Authority (the "Authority") undertake a proposed plan of finance that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $50,000,000 (the "Bonds") to finance and refinance the acquisition, construction, development and equipping of a 113-unit qualified residential rental project (the "Project") to be owned and operated by the Borrower and located at 6541-6543 Regional Street within the City of Dublin, California (the "City"); and

WHEREAS, an "applicable elected representative" of the jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code (the "Code"); and

WHEREAS, the City Council of the City of Dublin (the "City Council"), is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the proposed plan of finance in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15061(b)(3), the proposed tax exempt revenue bond is not a project and would not result in any physical changes it can be seen with certainty that the tax exempt revenue bond would not have a significant effect on the environment, and therefore is exempt from the requirements of CEQA; and

WHEREAS, pursuant to Section 147(f) of the Code, the Authority has, following notice duly given, held a public hearing on October 14, 2024 regarding the issuance of the Bonds, and the City Council now desires to approve the proposed plan of finance for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Dublin, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the proposed plan of finance for the Project that includes the issuance and reissuance from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $50,000,000. It is the purpose and intent of the City Council that this resolution constitute approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The officers of the City of Dublin are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4. The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

October 15, 2024

SB 343

Senate Bill 343 mandates supplemental materials that have been received by the City Clerk's office that relate to an agenda item after the agenda packets have been distributed to the City Council be available to the public.

The attached documents were received in the City Clerk's office after distribution of the October 15, 2024, Regular City Council meeting agenda packet.

Item 5.7

CITY MANAGER'S OFFICE MEMORANDUM

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Item 5.7: Approval of a Plan of Finance Including the Issuance of Revenue Bonds by the California Municipal Finance Authority for the Regional Street Senior Affordable Housing project

The October 15, 2024, City Council Meeting includes Revenue Bond funding for the Regional Street Affordable Housing Project.

After the agenda was posted, the City received the Transcript of the Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing, which was held by the California Municipal Finance Authority on October 14th, and it was too late to it include in the City Council Agenda packet. The Transcript of the TEFRA Hearing is attached for your reference.

California Municipal Finance Authority
Multifamily Housing Revenue Bonds
(The Regional Street Apartments)

TRANSCRIPT OF THE TEFRA HEARING

October 14, 2024 2:00 p.m.

This noticed public hearing is required by section 147(f) of the Internal Revenue Code of 1986, as amended. The hearing is on the proposed issuance by the California Municipal Finance Authority of a multifamily housing revenue bond (the "Bond") in an amount of up to $50,000,000. Proceeds from the sale of the proposed Bond will be used to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 6543-6541 Regional Street, Dublin, California.

The Mayor or City Council of the City may consider providing a letter or resolution approving the issuance of the Bonds by the California Municipal Finance Authority sometime following the holding of the public hearing. Any comments provided at this hearing will be made available to the Mayor and/or City Council prior to signing a letter or resolution approving the issuance of the Bonds.

If there are parties present who wish to voice their opinion and provide comments on the proposed issuance of the Bonds, I would ask that they be recognized now. I will then let each person provide any written or oral testimony that they may wish to provide on this matter.

Opened hearing: 2:00 PM
Speakers present: None
Closed hearing: 2:10 PM

By: _____
Name: Conor O'Brien
Title: Financial Advisor,
California Municipal Finance Authority

Date: October 14, 2024

[Note: Attach summary of any oral testimony provided at the hearing, and a copy of any written submittals, to this Transcript; and if oral testimony or written submittals have been received, provide a copy of this Transcript and the attachments to the Mayor prior to his consideration of providing a letter approving the issuance of the Bond by the California Municipal Finance Authority for the facility.]

Agenda Item 5.8

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Establishment of a Standing Finance and Investment Committee of the City Council
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will consider a resolution establishing a standing Finance and Investment Committee consisting of two Councilmembers appointed by the Mayor. The Committee will be responsible for reviewing and making recommendations to the City Council on financial matters including the City's investment policy and strategy.

STAFF RECOMMENDATION:

Adopt the **Resolution** Establishing a Standing Finance and Investment Committee.

FINANCIAL IMPACT:

Costs associated with the formation and oversight of the Committee will be absorbed by the Finance Department's annual operating budget.

DESCRIPTION:

The September 17, 2024, City Council agenda included an item updating the City's Investment Policy, which incorporated a discussion of the need for a Finance and Investment Committee consisting of two Councilmembers to be appointed by the Mayor. Staff was directed to bring a future item to the City Council establishing the Committee.

The proposed Finance and Investment Committee will provide policy guidance and direction to Staff and will serve as a recommendation body to the entire City Council on financial matters, including investing of City funds. It will not make legislative decisions on behalf of the City Council, and it will be subject to Brown Act requirements governing open meetings. Proposed focus areas of the Committee are discussed below.

Investments
The City's investment policy and strategy has been an area of interest for the City Council, particularly as market conditions can shift dramatically. Councilmembers have raised questions regarding the City's positioning to weather such shifts, which is dictated by the strategy selected by Staff in consultation with its investment managers, Chandler Asset Management. In addition, Councilmembers have expressed an interest in specific areas of the City's Investment Policy that may need updating, particularly related to authorized investment types. The new Committee will be charged with reviewing this information and making recommendations in these areas.

Finance
In addition to providing investment oversight, the Committee will act in an advisory capacity in matters pertaining to the City budget, long-term financial planning, funding plans for complex projects, and other finance matters. The Committee could also provide input on items related to existing and potential debt issuance, quarterly financial reports, and fee assessments.

If the resolution is approved, appointments to the Committee will be made by the Mayor as part of the annual item brought to the City Council. The next such item is planned for December 17, 2024, with the newly seated City Council. It is anticipated that the Committee would meet on a quarterly basis; that will be confirmed at the first meeting, which would be scheduled for early 2025.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Establishing a Standing Finance and Investment Committee

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ESTABLISHING A STANDING FINANCE AND INVESTMENT COMMITTEE

WHEREAS, the City's investment policy and strategy continues to be areas of importance for the City Council; and

WHEREAS, the City's long-term financial stability requires the transparent sharing of information with the City Council as well as the appropriate level of focus and scrutiny; and

WHEREAS, a standing Finance and Investment Committee of the City Council is needed in order to review in depth the City's Investment Policy, as well as review and make recommendations on the City's investment strategy, portfolio composition and quarterly returns; and

WHEREAS, such standing Finance and Investment Committee will be able to act in an advisory capacity in matters pertaining to the City budget, long-term financial planning, funding plans for complex projects, and other finance matters; and

WHEREAS, the standing Finance and Investment Committee will provide policy guidance and direction to Staff and will serve as a recommendation body to the entire City Council, but will not make any legislative decisions on behalf of the City Council; and

WHEREAS, the standing Finance and Investment Committee is subject to the Brown Act and will follow all of the necessary requirements to comply.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby establish a standing Finance and Investment Committee.

BE IT FURTHER RESOLVED that members of the Finance and Investment Committee will be appointed in December of 2024 by the Mayor as part of the annual appointments, with the Committee becoming effective January 1, 2025.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 5.9

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreement with Flock Group Inc. for Automated License Plate Readers and Situational Awareness Camera Technology
Prepared by: Kevin Monaghan, Lieutenant of Investigations

EXECUTIVE SUMMARY:

The City Council will consider approving the agreement with Flock Group Inc. for the replacement of current Automated License Plate Readers (ALPR) and situational awareness camera (Sitcam) technology. The agreement includes the procurement and installation of 22 ALPR Flock cameras and 60 Flock Sitcams to cover the identified locations.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Contract Services Agreement with Flock Group Inc. for Automated License Plate Readers and Situational Awareness Camera Technology.

FINANCIAL IMPACT:

The procurement and installation of a total of 82 cameras and software will cost $733,528, which includes a 10% contingency. This amount includes the leasing of hardware, installation, software, maintenance, support, set-up fees, and training. A second year of reoccurring annual costs of $289,072 has also been included as part of the total contract amount. The agreement will be funded with a combination of funds, as shown below, from the Situational Awareness Cameras Project (CIP No. GI0523) and a federal Community Oriented Policing Services (C.O.P.S.) technology and equipment grant that was awarded to the City.

Project Funding

Situational Awareness Cameras (CIP No. GI0523)	$535.528
C.O.P.S Grant	$198,000
Total	**$733,528**

Subsequent reoccurring annual costs will be included in the City's Internal Services – Information Technology Fund, during the next budget cycle.

DESCRIPTION:

For approximately the past seven years, Dublin Police Services (DPS) has effectively utilized ALPR and situational awareness camera (Sitcam) technology to enhance daily law enforcement operations. These technologies support vehicle identification, stolen vehicle recovery, and suspect identification, and provide valuable investigative leads. Since their implementation in November 2017, the City's ALPRs and Sitcams have proven to be invaluable, significantly contributing to vehicle recoveries and arrests and offering critical investigative insights across the community. However, as the current system has aged, it has become increasingly outdated and prone to malfunctions.

To address these concerns, Staff explored updated technology solutions and identified Flock as the best platform to meet the needs of replacing the current ALPR and Sitcam technology. The determination was based on the comparison to the limitations of the current technology, including difficulties with reading legacy, motorcycle, and paper license plates. Flock's advanced technology offers improved reliability and functionality, promising a more versatile solution to meet our evolving needs.

Benefits of Flock technology include the following:

1) Advanced Capabilities

- State-of-the-Art Technology: Flock ALPR cameras utilize cutting-edge image processing algorithms and high-definition optics, significantly enhancing the accuracy and reliability of vehicle data capture.
- Comprehensive Plate Reading: Unlike the City's current system, Flock cameras can accurately read legacy plates, motorcycle plates, and paper plates.
- Multi-Lane Surveillance: Flock's technology enables effective multi-lane surveillance with fewer cameras, optimizing placement and reducing overall equipment requirements.

2) Enhanced Data Management

- Cloud-Based Platform: Flock's cloud-based platform facilitates instant data access and advanced analytics, streamlining data management.
- Improved Collaboration: The Flock platform promotes greater collaboration with local and regional law enforcement agencies, expanding Dublin's investigative resources and capabilities.

3) Cost-Effective Service Plan

- Comprehensive Maintenance: Flock's subscription-based service plan includes comprehensive maintenance and repair services, ensuring higher equipment reliability and reducing repair costs and downtime.
- Operational Efficiency: The current technology service plan lacks Flock's level of maintenance flexibility, as the City currently owns and is responsible for maintaining the cameras, often involving additional external vendors and causing delays in operational readiness.

Numerous municipalities in Alameda County have recently integrated the Flock platform into their ALPR and Sitcam systems. By adopting Flock technology, DPS will enhance its law enforcement capabilities and enable staff to access and contribute to a broader network of ALPR data, thereby improving regional collaboration and effectiveness.

Furthermore, Flock is the only system to offer a Real-Time Crime Center platform. Flock has the patented proprietary machine vision to analyze vehicle license plates, state recognition, and vehicle attributes such as color, type, make, and objects such as roof racks, and bumper stickers. Flock can also capture over two lanes of traffic simultaneously with a single camera, decreasing the number of cameras to cover any given location.

Based on extensive research of the best locations for the Flock technology to optimize its capabilities, Staff recommends installing the equipment at most of the major intersections, including key ingress and egress points in the City. Many of the locations are the same locations as the previous technology, however, due to the enhanced capabilities of the Flock platform, additional locations can be covered with fewer cameras.

The City Municipal Code establishes the procedures for making purchases and requires that major purchases more than $45,000 be awarded by the City Council. The award is to be made based on formal sealed bids unless one of the allowed exceptions is utilized. The Municipal Code contains a specific exception to the formal bid process when the City's requirement can be met solely by a single patented article or process (Dublin Municipal Code § 2.36.100(B)(1)). Accordingly, Staff determined the nature of this contract and purchase exempts it from the competitive bidding process.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Contract Services Agreement with Flock Group Inc. for Automated

License Plate Readers and Situational Awareness Camera Technology

2) Exhibit A to the Resolution – Contract Services Agreement Between the City of Dublin and Flock Group Inc.

RESOLUTION NO. XX – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONTRACT SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR AUTOMATED LICENSE PLATE READERS AND SITUATIONAL AWARENESS CAMERA TECHNOLOGY

WHEREAS, for the last seven years, Dublin Police Services has effectively utilized automatic license plate recognition (ALPR) and situational awareness camera technology to support daily law enforcement operations, including vehicle identification, recovery of stolen vehicles, and suspect identification; and

WHEREAS, the current cameras and software are aging, are less reliable, and struggle with reading legacy plates, motorcycle plates, and paper license plates; and

WHEREAS, Staff has identified Flock Group Inc. as the sole provider of replacement ALPR and situational awareness camera technology to the level and capability desired by the City; and

WHEREAS, the procurement and installation of 22 ALPR Flock cameras, 60 situational awareness Flock cameras, and software to support a Real-Time Crime Center will cost $733,528, including a 10% contingency; and

WHEREAS, the procurement of this technology will be funded through the approved Capital Improvement Program budget and C.O.P.S. grant funds; and

WHEREAS, Section 2.36.100(B)(1) of the Dublin Municipal Code allows for exceptions to the typical public bidding process when the City's requirement can be met solely by a single patented article or process.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Dublin hereby approve the agreement, attached hereto as **Exhibit A**, with Flock Group Inc.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute this agreement and to take such other and further action, as necessary and appropriate to carry out the intention of this Resolution to execute contract change orders or to pay for unforeseen related costs including but not limited to traffic control work, or executing change orders that do not increase the compensation set forth in the Agreement.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Docusign Envelope ID: 5E1F324F-00F2-457B-901F-642FA144DEAB

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND FLOCK GROUP INC**

THIS AGREEMENT for software and equipment maintenance and support for situational cameras is made by and between the City of Dublin ("City") and Flock Group Inc ("Contractor") (together sometimes referred to as the "Parties") as of October 15, 2024 (the "Effective Date").

WHEREAS, Contractor offers a software and hardware situational awareness solution through Contractor's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to City ("Notifications");

WHEREAS, City desires access to the Contractor Services (defined below) on existing devices, provided by City, or Contractor provided Contractor Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Contractor Services;

WHEREAS, City shall have access to the Footage in Contractor Services. Pursuant to Contractor's standard Retention Period (defined below) Contractor deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. City shall be responsible for extracting, downloading and archiving Footage from the Contractor Services on its own storage devices; and

WHEREAS, Contractor desires to provide City the Contractor Services and any access thereto, subject to the terms and conditions of this Agreement, solely for legitimate business purposes, including but not limited to the awareness, prevention, and prosecution of crime, investigations, prevention of commercial harm, to the extent permitted by law ("Permitted Purpose").

Section 1. DEFINITIONS.

1.1 "**Anonymized Data**" means City Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "**Authorized End User(s)**" means any individual employees, agents, or contractors of City accessing or using the Services, under the rights granted to City pursuant to this Agreement.

1.3 "**City Data**" means the data, media, and content provided by City through the Services. For the avoidance of doubt, the City Data will include the Footage.

1.4 "**City Hardware**" means the third-party camera owned or provided by City and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "**Contractor Hardware**" means the Contractor device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Contractor Services as specifically set forth in the applicable Order Form.

1.6 "**Contractor IP**" means the Services, the Embedded Software, and any intellectual property or proprietary information on therein or otherwise provided to City and/or its Authorized End Users. Contractor IP does not include Footage (as defined below).

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1.7 "**Contractor Services**" means the provision of Contractor's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.8 "**Embedded Software**" means the Contractor proprietary software and/or firmware integrated with or installed on the Contractor Hardware or City Hardware.

1.9 "**Footage**" means still images, video, audio, and other data captured by the Contractor Hardware or City Hardware in the course of and provided via the Contractor Services.

1.10 "**Permitted Purpose**" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.11 "**Retention Period**" means the time period that the City Data is stored within the cloud storage, as specified in the applicable Order Form. Contractor deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. City shall be responsible for extracting, downloading and archiving Footage from the Contractor Services on its own storage devices.

1.12 "**Web Interface**" means the website(s) or application(s) through which City and its Authorized End Users can access the Services.

Section 2. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and Exhibit B at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A or Exhibit B, the Agreement shall prevail. In the event of a conflict between Exhibit A and Exhibit B, Exhibit A shall prevail.

2.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on September 16, 2026, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. .

2.2 **Provision of Access.** Contractor hereby grants to City a non-exclusive, non-transferable right to access the features and functions of the Contractor Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("Retention Period"). City shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by City. City shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Contractor may use the services of one or more third parties to deliver any part of the Contractor Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.3 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.

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2.4 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

2.5 **City Obligations.** Contractor will assist City Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Contractor with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. City and Authorized End Users may not transfer their account to anyone else without prior written permission of Contractor. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, City shall not designate Authorized End Users for persons who are not officers, employees, or agents of City. Authorized End Users shall only use City-issued email addresses for the creation of their User ID. City is responsible for any Authorized End User activity associated with its account. City shall ensure that City provides Contractor with up-to-date contact information at all times during the Term of this agreement. City shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Contractor Services (e.g., laptops, internet connection, mobile devices, etc.). City shall (at its own expense) provide Contractor with reasonable access and use of City facilities and City personnel in order to enable Contractor to perform Services (such obligations of City are collectively defined as **"**City Obligations").

2.6 **Term**. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Term"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Contractor Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

2.7 **Embedded Software License.** Contractor grants City a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Contractor Services, solely as necessary for City to use the Contractor Services.

2.8 **City Data.** As between Contractor and City, all right, title and interest in the City Data, belong to and are retained solely by City. City hereby grants to Contractor a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the City Data and perform all acts as may be necessary for Contractor to provide the Contractor Services to City. Contractor does not own and shall not sell City Data.

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2.9 **City Generated Data.** Contractor may provide City with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by City (**"**City Generated Data"). City shall retain whatever legally cognizable right, title, and interest in City Generated Data. City understands and acknowledges that Contractor has no obligation to monitor or enforce City's intellectual property rights of City Generated Data. City grants Contractor a non-exclusive, irrevocable, worldwide, royalty-free, license to use the City Generated Data for the purpose of providing Contractor Services. Contractor does not own and shall not sell City Generated Data.

2.10 **Anonymized Data.** Contractor shall have the right to collect, analyze, and anonymize City Data and City Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. City hereby grants Contractor a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Contractor offerings. Parties understand that the aforementioned license is required for continuity of Services. Contractor does not own and shall not sell Anonymized Data.

2.11 **Usage Restrictions on Contractor IP.** Contractor and its licensors retain all right, title and interest in and to the Contractor IP and its components, and City acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. City further acknowledges that Contractor retains the right to use the foregoing for any purpose in Contractor's sole discretion. City and Authorized End Users shall not: (i) copy or duplicate any of the Contractor IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Contractor IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Contractor IP; (iii) attempt to modify, alter, tamper with or repair any of the Contractor IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Contractor IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Contractor Services or Contractor IP; (vi) use the Contractor Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, City's rights. There are no implied rights.

2.12 **Support Services.** Contractor shall monitor the Contractor Services, and any applicable device health, in order to improve performance and functionality. Contractor will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Contractor will provide the City with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "Support Services").

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2.13 **Upgrades to Platform.** Contractor may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Contractor's products or services to its agencies; the competitive strength of, or market for, Contractor's products or services; such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.14 **Service Interruption.** Services may be interrupted in the event that: (a) Contractor's provision of the Services to City or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Contractor reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Contractor IP by a third party; or (e) scheduled or emergency maintenance ("Service Interruption"). Contractor will make commercially reasonable efforts to provide written notice of any Service Interruption to City, to provide updates, and to resume providing access to Contractor Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Contractor will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that City or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by City's direct actions or by the actions of parties associated with the City, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, City will receive a credit for five (5) free days at the end of the Term.

2.15 **Service Suspension**. Contractor may temporarily suspend City's and any Authorized End User's access to any portion or all of the Contractor IP or Contractor Service if (a) there is a threat or attack on any of the Contractor IP by City; (b) City's or any Authorized End User's use of the Contractor IP disrupts or poses a security risk to the Contractor IP or any other City or vendor of Contractor; (c) City or any Authorized End User is/are using the Contractor IP for fraudulent or illegal activities; (d) City has violated any term of this provision, including, but not limited to, utilizing Contractor Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Contractor Services through City's account ("Service Suspension"). City shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by City, the Term will be tolled by the duration of the Service Suspension.

2.16 **Ownership of Hardware.** Contractor Hardware is owned and shall remain the exclusive property of Contractor. Title to any Contractor Hardware shall not pass to City upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, City is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Contractor Hardware. City agrees and understands that in the event City is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and

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void, and this Agreement shall be subject to immediate termination for material breach by City. City shall not perform any acts which would interfere with the retention of title of the Contractor Hardware by Contractor. Should City default on any payment fee of the Contractor Services, Contractor may remove Contractor Hardware at Contractor's discretion. Such removal, if made by Contractor, shall not be deemed a waiver of Contractor's rights to any damages Contractor may sustain as a result of City's default and Contractor shall have the right to enforce any other legal remedy or right.

2.17 **Manufacturer Defect.** Upon a malfunction or failure of Contractor Hardware or Embedded Software (a **"**Defect"), City must notify Contractor's technical support team. In the event of a Defect, Contractor shall make a commercially reasonable attempt to repair or replace the defective Contractor Hardware at no additional cost to the City. Contractor reserves the right, in its sole discretion, to repair or replace such Defect, provided that Contractor shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after City gives notice to Contractor.

2.18 **Replacements.** In the event that Contractor Hardware is lost, stolen, or damaged, City may request a replacement of Contractor Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that City chooses not to replace lost, damaged, or stolen Contractor Hardware, City understands and agrees that Contractor is not liable for any resulting impact to Contractor service, nor shall City receive a refund for the lost, damaged, or stolen Contractor Hardware.

Section 3. **COMPENSATION.** City hereby agrees to pay Contractor as per the compensation schedule in Exhibit C, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. Notwithstanding the foregoing, an additional 10% contingency is available for additional services not listed in Exhibit C, but only with the City Manager's approval, for a not to exceed amount of $733,528. In the event of a conflict regarding the amount of compensation between this Agreement and Contractor's proposal, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. The Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

3.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. No individual performing work under this Agreement shall

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bill more than 2,000 hours in a fiscal year unless approved, in writing, by the City Manager or his/her designee. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's Signature;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

3.2 [Intentionally deleted].

3.3 [Intentionally deleted].

3.4 Total Payment. City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

3.5 [Intentionally deleted].

3.6 [Intentionally deleted].

3.7 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. If Contractor has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which City is responsible, the appropriate amount shall be invoice to and paid by City unless City provides Contractor a legally sufficient tax exemption

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certificate and Contractor shall not charge City any taxes from which it is exempt. If any deduction or withholding is required by law, City shall notify Contractor and shall pay Flock any additional amounts necessary to ensure that the net amount that Contractor receives, after any deduction and withholding, equals the amount Contractor would have received if no deduction or withholding had been required.

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

3.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

3.10 **Notice of Changes to Fees**. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or renewal term (as applicable). Any such changes to fees shall only impact subsequent renewal terms.

Section 4. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor shall make a written request to City to use facilities or equipment not otherwise listed herein. City represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Contractor to install the Contractor Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

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

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

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

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

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

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

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

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. If required by the City, toilets shall be furnished by Contractor where needed for use of its employees and their use shall be strictly enforced. Contractor shall not use the City's existing sanitary facilities, unless previously authorized by the City**.** Contractor Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Contractor is to perform services under this Agreement, Contractor shall have the right to cease work immediately.

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

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

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4.2 **Deployment Plan**. Contractor shall advise City on the location and positioning of the Contractor Hardware for optimal product functionality, as conditions and locations allow. Contractor will collaborate with City to design the strategic geographic mapping of the location(s) and implementation of Contractor Hardware to create a deployment plan ("Deployment Plan"). In the event that Contractor determines that Contractor Hardware will not achieve optimal functionality at a designated location, Contractor shall have final discretion to veto a specific location, and will provide alternative options to City.

4.3 **Changes to Deployment Plan.** After installation of Contractor Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). City will receive prior notice and confirm approval of any such fees.

4.4 **Installation and Removal Standards.** Contractor shall install all Contractor Hardware in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Contractor Hardware, Contractor shall restore the location to its original condition, ordinary wear and tear excepted.

4.5 **Performance Standards**. Contractor will continue to monitor the performance of Contractor Hardware for the length of the Term.

Section 5. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

5.1 **Workers' Compensation.**

5.1.1 **General Requirements.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Contractor may rely on a self-

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insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

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

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and

b. Waiver of Subrogation Endorsement as required by the section.

5.2 Commercial General and Automobile Liability Insurance.

5.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

5.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

5.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

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b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

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

d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

5.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor shall submit the following:

a. Certificate of Liability Insurance in the amounts specified in the section;

b. Additional Insured Endorsement as required by the section;

c. Waiver of Subrogation Endorsement as required by the section; and

d. Primary Insurance Endorsement as required by the section.

5.3 All Policies Requirements.

5.3.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

5.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

5.3.3 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles

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before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.3.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

5.3.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

5.3.6 **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.4 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

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

Section 6. **INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.** Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorneys' fees and costs and fees of litigation) (collectively, "Liability") on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person resulting from Contractor's installation of Contractor Hardware, except for where such damage or injury was caused solely by the sole negligence of the City or its agents, officers or employees.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any

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claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

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

Section 7. STATUS OF CONTRACTOR.

7.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

7.2 Contractor Not an Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

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agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 8. LEGAL REQUIREMENTS.

8.1 Governing Law. The laws of the State of California shall govern this Agreement.

8.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

8.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

8.4 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

8.5 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 9. TERMINATION AND MODIFICATION.

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9.1 **Termination.** Upon termination or expiration of this Agreement, Contractor will remove any applicable Contractor Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Contractor, and Contractor is unable to cure within the Cure Period, Contractor will refund City a pro-rata portion of the pre-paid fees for Services not received due to such termination.

9.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

9.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

9.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

9.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

9.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

9.6.1 Immediately terminate the Agreement;

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9.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

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

Section 10. KEEPING AND STATUS OF RECORDS.

10.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

10.2 Contractor's Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

10.3 Inspection and Audit of Records. Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 11. MISCELLANEOUS PROVISIONS.

11.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

11.2 Venue. In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the

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state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.

11.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

11.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

11.5 **Successors and subj.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

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

11.8 **Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

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Flock Group Inc
Attn: Mark Smith
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

Any written notice to City shall be sent to:

City of Dublin
Attn: Police Services
6361 Clark Avenue
Dublin, CA 94568

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

Exhibit A	Scope of Work
Exhibit B	Scope of Work—Contractor Standards
Exhibit C	Compensation Schedule & Reimbursable Expenses

10.12 **Counterparts and Electronic Signatures**. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

10.13 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

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CITY OF DUBLIN

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Flock Group Inc.

Signed by:
Mark Smith
AC5C931454C24E3...

Mark Smith, General Counsel

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EXHIBIT A

SCOPE OF WORK

Hardware and Software products. Contract will provide and implement the various hardware and software products described under "Contractor Safety Platform" in Exhibit B in the quantities therein described. Contractor's services include implementation at the locations designated by the City.

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EXHIBIT B

SCOPE OF WORK—CONTRACTOR STANDARDS

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Electrical Service



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Electrical Services

Electrical services allow us to give higher quality, lower cost installs for customers. Best used in cases where:

- Customer doesn't have in house electricians
- Condor and Falcon LR that requires AC
- Winter markets

To be eligible for Electrical Services:

- Confirm feasibility filling out entire: AC Power Checklist
- Confirm customer agrees to fees

Product	Locations Offered	Pricing Options
Electrical Services: Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.	85% of AC Power within the top 10 states we have approval. Can subcontract until we have approval	**ARR:** $500 / yr with standard $150 fee
		Fee: $1,250 imp. fee
		Relocation from Flock Pole to AC: $3,000 **Relocation from AC to AC:** $1,500

We may need to subcontract to third party electricians in certain markets, but should still offer these services to simplify installations for our customers. Individual state requirements are being tracked here.

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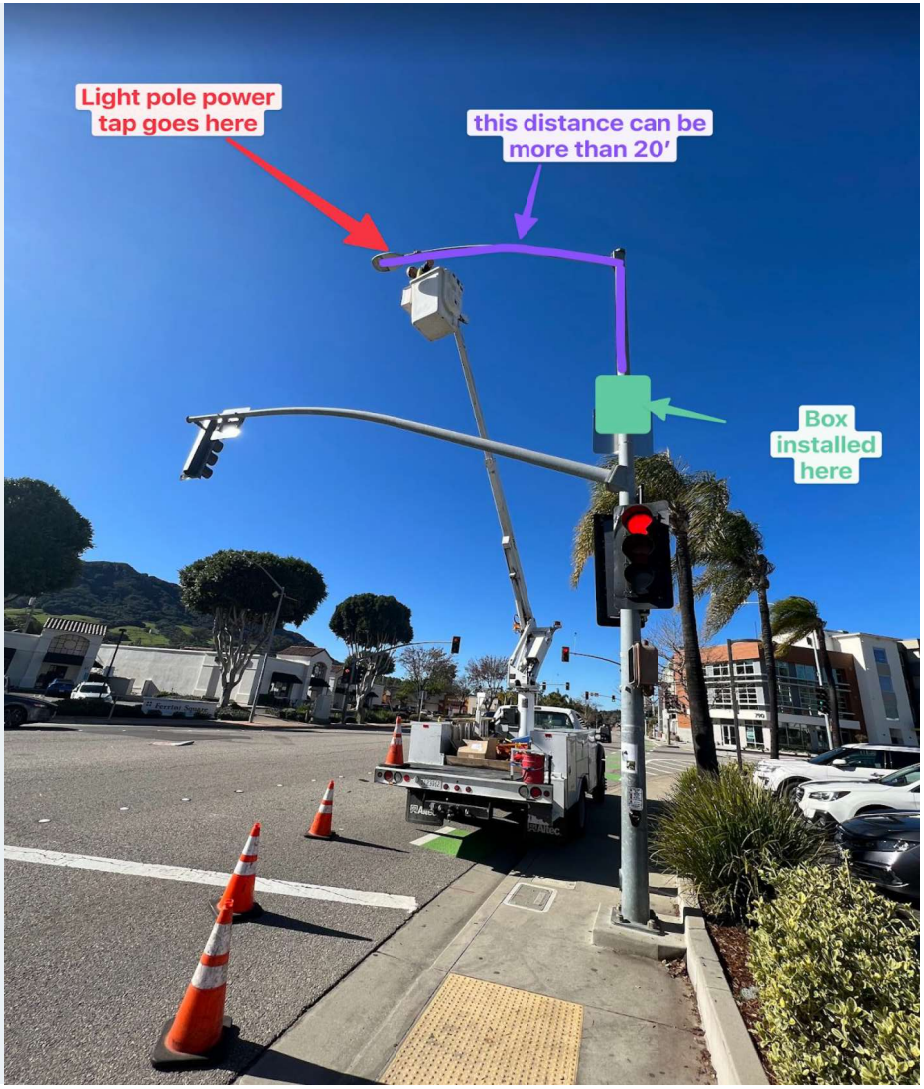
Photocell Attachment

Pulling power from the photocell power tap adapter port on the top of the street light up to 40’ to the disconnect box

Approved Installations

- Light pole with open power tap adapter
- Continuous power to the pole
- 120V or 240V
    - 277V requires step down!

This is the best case and should be first priority



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In Pole Power

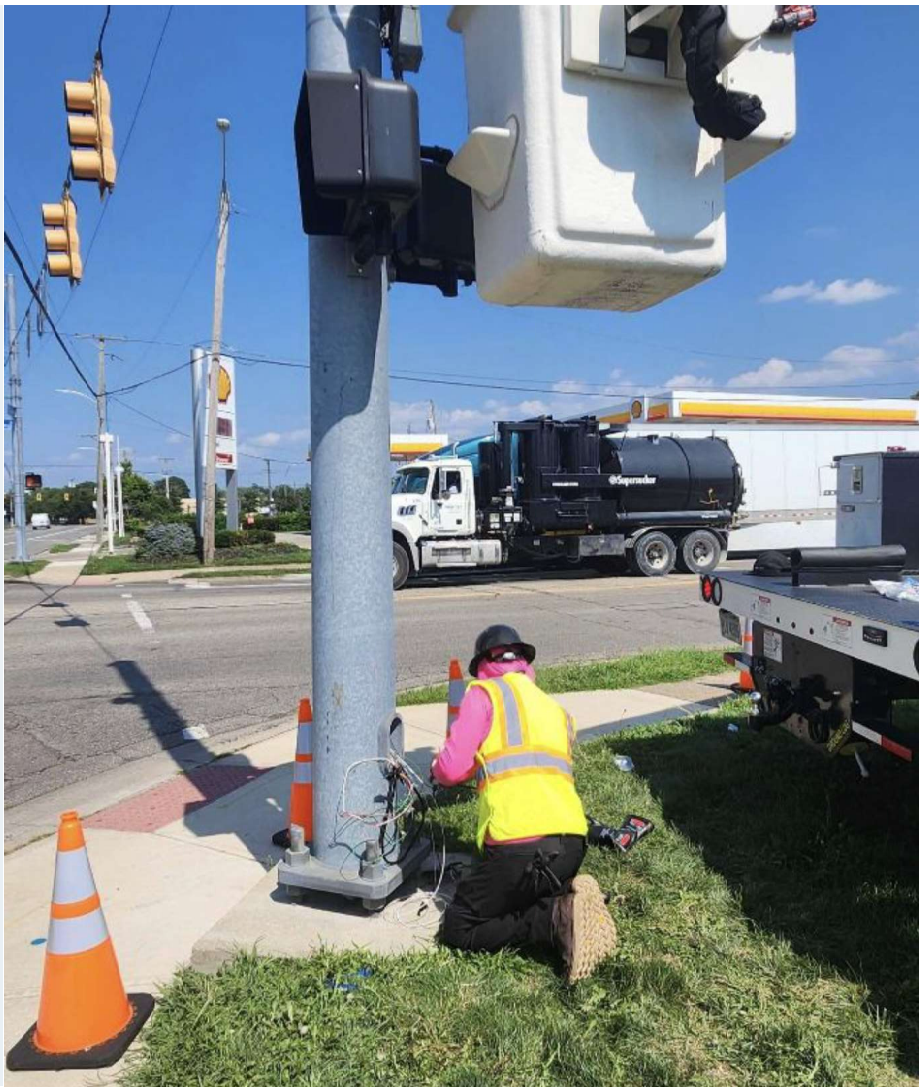
Tapping into existing power lines inside the pole.
Common for street lights

Approved Installations

- Constant 120 or 240V AC power is required.
    - No centralized timing circuits for light poles!
- We have permission to cut and tap into power in the light pole.
- *Note: because of the large variety of light poles, we will **require a pre-booking site survey** to investigate the site's power source.*

Unlikely to be available in parking lots or parks

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Aerial Installations

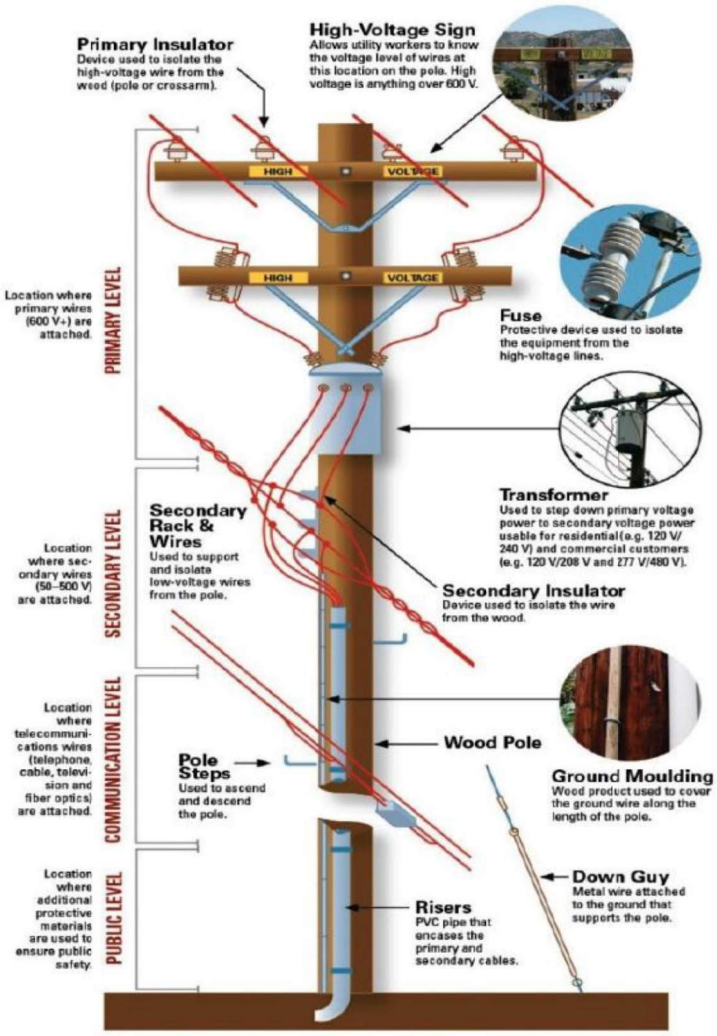
Tapping into Utility Pole or other pole (light, traffic signal) that is currently being powered by an aerial

Approved Installations

- Utility line is 120 or 240V AC
- Can work outside of the minimum approach distance of high voltage lines (>4' away from high voltage distribution lines)
- No visually damaged electrical infrastructure
- *Note: depending on our relationship with the utility company, we may or may not be able to make the final connection*

Best for City Owned Utilities

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Underground Power

Pulling power underground from a traffic signal cabinet through conduit to a pole

NOT APPROVED

- We have a contact at the agency who will give us access to the signal cabinet
- We know that there is <120’ of conduit from the signal cabinet to the pole.
- *Note: these will require pre closed won site surveys to validate safety and feasibility*

<u>This is the most complex and should be managed by the customer, or a new location selected</u>

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Customer Implementation Guide

Law Enforcement



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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:

REVIEW LOCATIONS

Confirm Camera Locations With Your Sales Representative

FLOCK: Your sales representative will present several viable options for camera locations

CUSTOMER: Review Deployment Plan & approve camera locations

PLEASE NOTE: If Public Works is required to move forward, please obtain approval

FINALIZE LOCATIONS

Prepare For Finalized Camera Locations

FLOCK: Confirm Deployment Plane and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 10 locations needed to move forward with partial installation)

CUSTOMER: Prepare the below items, as needed

- **If permits are required, begin application process**
- **If camera will be AC-powered, hire an electrician/street department**

STEP 1

Conduct On-site Survey & Place Flags

FLOCK: Flock technician conducts site survey to (1) evaluate/reconfirm solar or power access, (2) check line of sight to the road, and (3) evaluate/reconfirm cellular service in the area. When the technician deems the locations suitable, s/he will place a white flag at each spot

PLEASE NOTE: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push timeline for installation

STEP 2

Call 811

FLOCK: Flock Safety will coordinate with Call 811 to mark each camera location for underground utilities within a 10-foot radius

PLEASE NOTE: Call 811 is a government service, so turnaround times may vary and is outside of Flock control

STEP 3

Schedule Installation

FLOCK: Flock will (1) ship any site specific material that the technician does not have locally (2) schedule the installation date

STEP 4

Install & Validate Cameras

FLOCK: After installation, your Onboarding Specialist will confirm that cameras are capturing footage well and functioning properly. They will then give you full access to the system along with helpful training resources

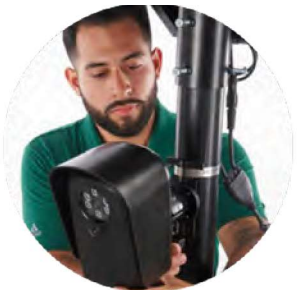
ONGOING – AS NEEDED

Finalize Any Installation Needs

FLOCK: While we typically complete installations within 4 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully installed and operational

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Flock Safety Team

Implementation Team	How They Will Support You
 **Project Manager**	Your **Project Manager** is your **primary contact during camera installation.** Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
 **Field Operations Team**	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • ***Note*:** For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not the technician.

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Relationship Team	How They Will Support You
 **Customer Success Manager**	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
 **Flock Safety Support**	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. **To get in touch with support**, simply email **support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST.** Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account

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Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

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Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: $150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
  - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
  - Installation of camera and solar panel or AC adapter box on a suitable existing pole

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        - Types of existing infrastructure such as existing utility, light, and traffic signal poles.
        - Pole no higher than 8'-12' (approval at Flock Safety's discretion)
        - Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our **electrical wiring requirements**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
    - Access requiring up to a 14' using an A-frame ladder
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
    - Standard, 12' above grade **Flock breakaway pole**
    - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/ connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

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  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: $650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

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  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our **electrical wiring requirements**. Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
  - Access requiring up to a 14' A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
  - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

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- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: $1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

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Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14’ A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician

- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12’ above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14’
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
  - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services shou*l*d be completed within two days of installation to prevent the camera from dying.

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Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be $5,000/camera.





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Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below**.

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

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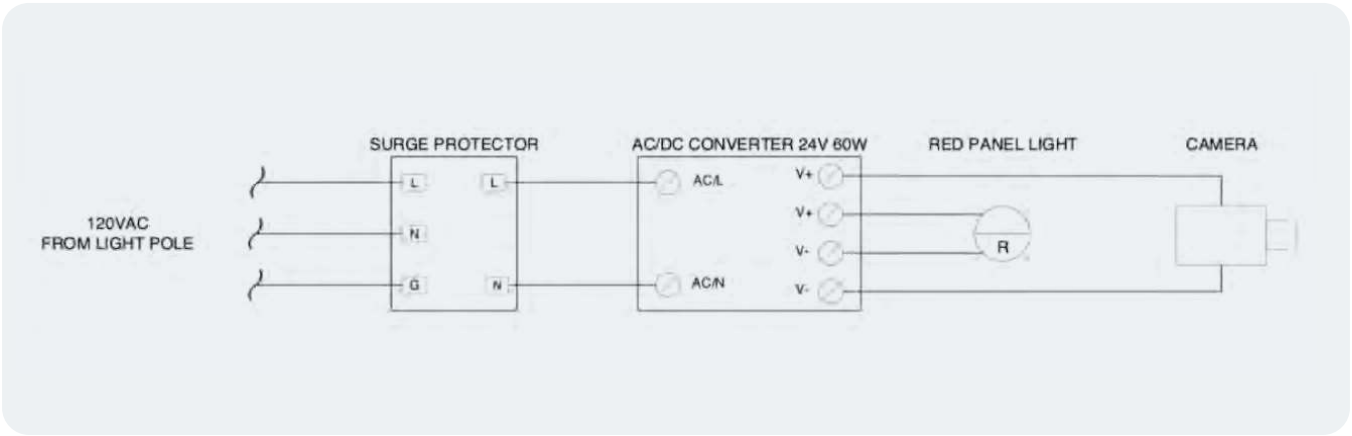
Electrician Handout

Electrician Installation Steps



1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
   a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
   b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
   c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766
West-Region - (804) 607-9213
Central & NE Region - (470) 868-4027



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FAQs about AC-Powered Flock Cameras

What voltage is supported?
The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?
Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?
The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?
Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?
Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?
The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

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Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure.
The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?
The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?
Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?
The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?
Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?
You should share the **AC-Power Kit Details** packet with the electrician if they have questions.

What if the AC power is on a timer?
Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	*Excluding Changes During Initial Installation*
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	*Including, But Not Limited To, **MASH Poles Or Adapters*
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees *(Review Fees Sheet For More Details)*	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	*Only Applicable For AC-Powered Cameras*
	***Field Technician Maintenance For **Falcon™ Flex**	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be $5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of $800

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Permitting: Pre-Install Questionnaire

1. **Timeline**
   - In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
   - The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. **Right of Way**
   - Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
     - What is the RoW buffer?
     - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
   - Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
     - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
       - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. **AC Power vs. Solar**
   - If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
   - If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
     - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
     - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. **Traffic Control & Installation Methods**
   - **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

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- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices **(MUTCD)**.
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

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*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
  - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy **https://www.flocksafety.com/reinstall-fee-schedule**
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
  - Existing infrastructure (non-AC powered) **$350**
  - Flock pole (non-AC powered) **$750**
  - Advanced pole (non-AC powered) **$5000**
- Replacements
  - Camera only as a result of vandalism, theft, or damage **$800**
  - Pole replacement only as a result of vandalism, theft, or damage
    - Flock pole **$500**
    - Advanced pole **$5000**
  - Full replacement as a result of vandalism, theft, or damage
    - Flock pole, camera, and solar (non-AC Powered) **$1300**
    - Advanced pole, camera, and solar (non-AC Powered) **$5800**

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- Trip charge **$350**
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email **support@flocksafety.com**.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?
(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing **support@flocksafety.com**. They can help answer any "How-To" questions you may have.

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Customer Implementation Guide

Law Enforcement



flock safety

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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations a few months after locations have been finalized, more time can be required as noted in the timeline below:

REVIEW LOCATIONS

Confirm Camera Locations With Your Sales Representative

FLOCK: Your sales representative and/or Solutions Consultant will present several viable options for camera locations

CUSTOMER: Review Deployment Plan & approve camera locations

PLEASE NOTE: If Public Works is required to move forward, please obtain approval

FINALIZE LOCATIONS

Prepare For Finalized Camera Locations

FLOCK: Confirm Deployment Plan and signed agreement. Flock will move forward with next steps for locations that don't need permits (minimum 5 locations needed to move forward with partial installation)

CUSTOMER: Prepare the below items, as needed:

- If permits are required, begin application process
- If a pole needs to be installed, hire a contractor to install
- If existing or new pole isn't wired for AC power, hire an electrician / street dept.

STEP 1

Conduct On-Site Survey (If Needed)

FLOCK: For existing infrastructure, a separate site survey visit is not needed. But if the customer has had a pole installed or needs review of AC power, Flock technician conducts a site survey to (1) evaluate/reconfirm continuous AC power access, (2) check field of view for the video camera, (3) evaluate/reconfirm cellular service in the area.

PLEASE NOTE: If the initially determined locations don't meet Flock standards, we will evaluate a new location, obtain customer approval, and redo a site survey. This may push the timeline for implementation.

STEP 2

Schedule Installation

FLOCK: Flock will (1) ship any site-specific material that the technician does not have locally (2) schedule the installation date.

PLEASE NOTE: As Flock Safety Condor camera installs are typically 20ft or higher, a bucket truck will be required and traffic control as needed per the Deployment Plan

STEP 3

Install, Validate, & Power Cameras

FLOCK: At time of installation, the Flock technician will confirm that cameras are capturing footage well and functioning properly. Your Onboarding Specialist will then give you full access to the system along with helpful training resources.

CUSTOMER: Coordinate with the electrician / street department to make the final AC powered connection to the compute box (if needed). Discuss with Flock if there would be an opportunity to add this service to your contract for an additional fee.

ONGOING – AS NEEDED

Finalize Any Installation Needs

FLOCK: While we typically complete installs within 6-8 weeks of finalizing locations, delays may occur due to external factors. In these instances, we will continue to work through this process until your cameras are fully operational.

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Flock Safety Team

Implementation Team	How They Will Support You
 **Project Manager**	Your **Project Manager** is your **primary contact during camera installation.** Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operational before notifying you of the need to make the AC power connection (if required) and transitioning you to your Customer Success Manager.
 **Field Operations Team**	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • ***Note*:** For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not the technician.

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Implementation Team	How They Will Support You
 **Customer Success Manager**	Your **Customer Success Manager** is your **strategic partner** for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
 **Flock Safety Support**	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. **To get in touch with support**, simply email **support@flocksafety.com**. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account

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Outside Party	When They May Be Involved
Electrician/Street Department	Since the compute box needs to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity unless Flock provided electrical services are specified
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

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Implementation Service Briefs: Existing Infrastructure vs Customer Installed Pole

	Existing Infrastructure Install	Customer Installed Pole
Pole	Existing	Customer Installed
Timeline	Short	Variable
Cost	Lowest	Variable

Please Note: Locations where the customer will be installing a pole have the same scope of work for Flock as an existing infrastructure install. Please work with a contractor to meet the minimum pole diameter and height requirements for Condor.

We recommend a pole with 4" or larger diameter and a height of around 20' (pole height based on customer use case). Regarding footing or structural elements, Flock does not provide any guidance as this is assessed by customer contractor.

Existing Infrastructure Implementation

COST: $750 per camera (one time cost)

Prices exclude AC power connection and/or electrician services

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the feasibility of a location (if needed)
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation includes the following:
  - Installation of AC powered compute box and camera on a suitable existing pole

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        - Existing infrastructure such as existing utility, light, and traffic signal poles with sufficient clearance for hardware attachment.
        - Compute box placed 12-14’ high and no farther than 20’ from camera
        - Flock will provide and mount the necessary hardware based on the existing pole type that a qualified electrician can connect to AC power following our install **Compute Box AC Power Handout.** Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel. Electrical work requiring a licensed electrician and associated costs, not included in the scope.
    - Camera placed at least 14’ up to 30’ on the pole
    - Access up to a 14’ using an A-frame ladder or 30’ using a bucket truck
    - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

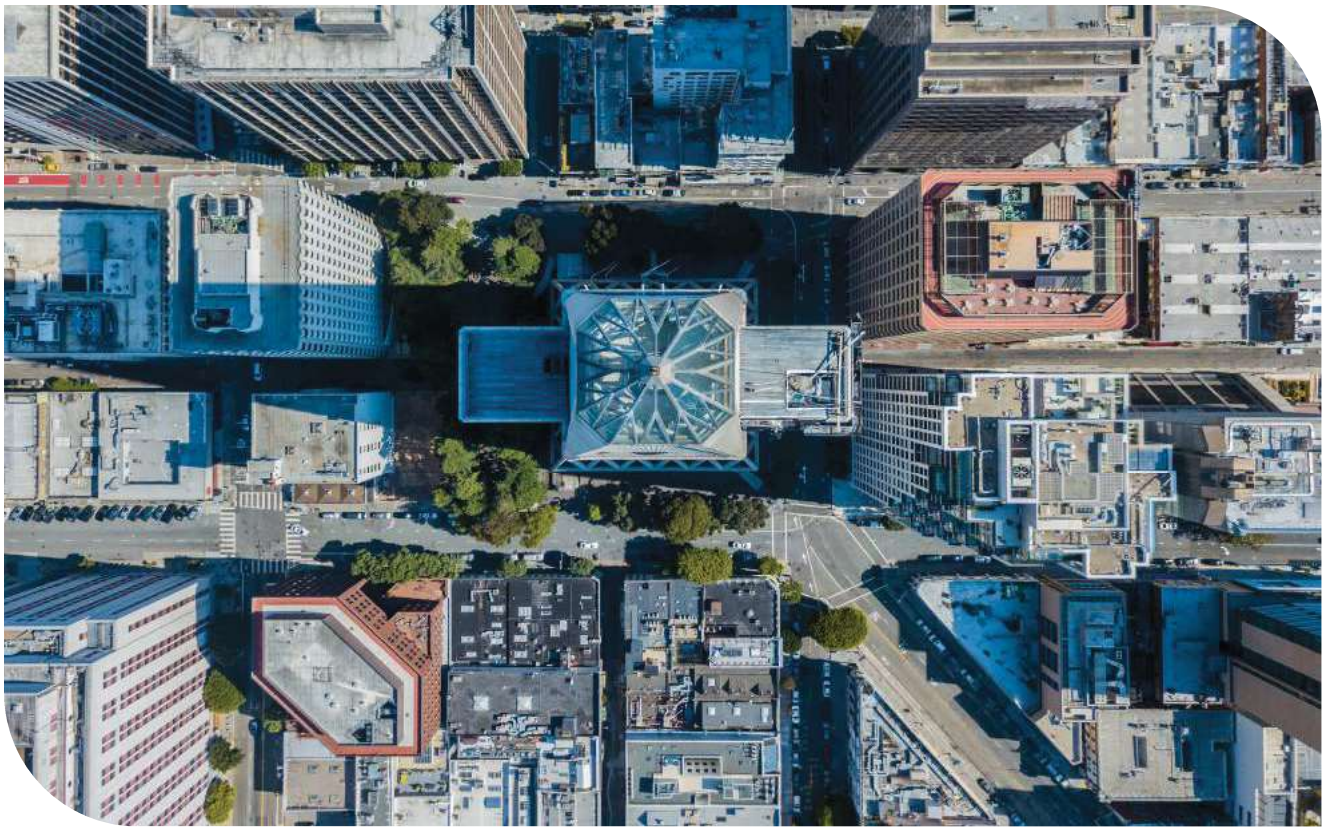
Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (*not supported for Flock Safety Condor*)
- Call 811 ‘Call-before-you-Dig’ system
- Installation of any poles including but not limited to
    - Standard, 12’ above grade **Flock breakaway pole**
    - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/ connection requirements
- Custom engineered drawings
- Electrical work requires a qualified electrical worker or licensed electrician.

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    - Flock will provide and mount the necessary hardware based on the existing pole type that a qualified electrician can connect to AC power, but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material) unless specified in the contract.
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)



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AC Power Implementation: Flock vs Customer Responsibility

Condor **requires AC power and existing infrastructure.** While some customers may have staff that can do electrical installations and own their own poles, many will require a third party to perform this work. Flock offers electrical connection services on the most common installation types. There are two options for paying for electrical services, both which replace the standard implementation fee:

Incurred Fees:

YEARLY DEVICE ELECTRICAL SERVICE SUBSCRIPTION
with $150 implementation fee **$500**

ELECTRICAL SERVICE IMPLEMENTATION FEE ..... **$ 1,250**

If a location needs to be relocated at the customer's request and the new location also requires AC power, we charge a **$1,500 relocation fee.**

The four types of service are Power Tap Adapter, Aerial Hookup, In-Pole Power, or Underground Power. These options are subject to review for viability before moving forward. This may mean surveying the site before contract signature to collect information about the power availability at the installation site.

1. Power Tap Adapter

Included in scope:
Pulling power from a street light power tap. This is our preferred option as it's plugging into an existing socket.

Approved Installations:

- Light pole with open power tap adapter
- Consistent power to the pole

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2. Aerial Hookup

Included in scope:

Tapping into distribution lines from the utility.

Approved Installations:

- 120 or 240V AC
- Can work outside of the minimum approach distance of high voltage lines
- No visually damaged electrical infrastructure

3. In-Pole Power

Included in scope:

Tapping into existing power lines inside the pole.

Approved Installations:

- Constant 120 or 240V AC power is required. No centralized timing
- We have permission to cut and tap into power in the light pole.

4. Underground Power

Included in scope:

Pulling power underground from a traffic signal cabinet through conduit to a pole.

Approved Installations:

- We have a contact at the agency who will give us access to the signal cabinet
- We know that there is <120’ of conduit from the signal cabinet to the pole.
- Note: these will require pre closed won site surveys to validate safety and feasibility

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Things to Consider When Selecting Locations



Compute Box & Camera (PTZ Or Fixed)

USE CASES

- Following vehicles across the city through multiple intersections.
- Keeping an eye on high crime areas with a wide field of view.

PLACEMENT

- PTZ cameras have 360 degree range of movement, but need to consider the 'blind spot' created by mounting on a pole.
- Fixed cameras capture vehicles and activity within the field of view where they are angled. Should consider desired field of view and zoom when determining distance from road and mounting height

MOUNTING

- The camera and compute box should be mounted on existing utility, light, traffic signal poles or customer installed poles.*
- The typical mounting approach is one per pole, but if there is sufficient clearance on the pole for both compute boxes and cameras they can be mounted 2 per pole.
- The compute box is designed to be pole mounted, but please review any other desired mounting types (e.g. hard-surface mounted, etc.) with your project manager. The minimum length requirement for Tapcon screws is 1 1/4" when mounting to hard surfaces.
- The preferred AC power connection is direct wire-in. In special cases can also support a light pole power tap or GFCI outlet**
- They will require adequate cellular service using AT&T FN.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Flock does not provide Electrical services unless specified in the contract. Once installed, the agency or community must work with an electrician to wire the cameras. No evidence will be collected until the AC connection is completed as there is no battery in the camera or compute box.

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AC-Powered Install Process

Since the compute box is required to be AC-powered, the **customer is responsible** for both ensuring the pole has continuous AC power and acquiring an electrician and ensuring they connect the camera to power, unless using Flock provided electrical services. **See steps 2 and 6 below**.

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote (if customer responsible)

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey (if necessary)

Flock will mark the camera locations, assess field of view, and confirm pole suitability



5. Install Camera

Flock will install the Flock Safety Condor camera and compute box leaving the cabling for the electrician to connect



6. Connect Camera to Power

Notify the electrician that the compute box is ready for the AC power connection

See **Compute Box AC Power Handout** for the complete plan & FAQs and if you have any questions, please reach out to your Project Manager

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Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

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Flock Cameras & Online Platform	Traffic Control And Any Associated Costs Electrician & Ongoing Electrical Costs**
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees
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Customer Support / Training	Specialized Mounting Equipment
Cellular Data Coverage	
Maintenance Fees *(Review Fees Sheet For More Details)*	Loss, Theft, Damage To Flock Equipment
Data Storage For 30 Days	Camera Downtime Due To Power Outage

*If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of $800

**Unless one of the four Flock provided electrical services is selected

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1. **Timeline**
   - In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
   - The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. **Right of Way**
   - Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
     - What is the RoW buffer?
     - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
   - Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
     - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
       - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. **AC Power**
   - Is there a continuous 120V AC power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety Condor compute box?

4. **Traffic Control & Installation Methods**
   - **Since a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

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- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices **(MUTCD)**.
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
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- Misc billables for out of scope items for each implementation

Incurred Fees:

CAMERA RELOCATION

- Existing infrastructure **$350**

REPLACEMENTS

- Camera only as a result of vandalism, theft, or damage **$800**

TRIP CHARGE **$350**

- Examples
  - Install additional Flock signage.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email **support@flocksafety.com**.

Customer Support

You can reach our customer support team anytime by emailing **support@flocksafety.com**. They can help answer any “How-To” questions you may have.

Docusign Envelope ID: 5E1F324F-00F2-457B-901F-642FA144DEAB

EXHIBIT C

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Contractor Safety Platform			**$289,072.00**
Contractor Safety Contractor OS			
ContractorOS® Elite Package	Included	1	Included
Contractor Safety LPR Products			
Contractor Safety Falcon ®	Included	10	Included
Solar Falcon ® LR	Included	10	Included
Contractor Safety Video Products			
Contractor Safety Condor ™ PTZ w/ LTE Service	Included	60	Included
Contractor Safety Wing ™ VMS	Included	128	Included
Contractor Safety Platform Add Ons			
ContractorOS Community Program - 20 / 160	Included	160	Included
Professional Services and One Time Purchases			
Item	**Cost**	**Quantity**	**Total**
One Time Fees			
Contractor Safety Professional Services			
Professional Services - Community Program Implementation Fee - 20 / 160	$10,000.00	1	$10,000.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	10	$1,500.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	10	$1,500.00
Professional Services - Electrical Implementation Fee	$1,250.00	60	$75,000.00
Relocation Fee, existing pole non-AC powered			$700.00
Contractor Safety Platform Maintenance			
Relocation Fee, existing pole non-AC powered		2	$700.00
		Subtotal Year 1:	$377,772.00
		Annual Recurring Subtotal:	$289,072.00
		Estimated Tax:	$0.00
		Contract Total:	$666,844.00

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: October 15, 2024

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Dublin Centre Community Facilities District Formation
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will receive a presentation from the applicant and provide feedback and direction regarding a proposed Community Facilities District (CFD) at the Dublin Centre project location and consider various actions to initiate proceedings to form the CFD.

STAFF RECOMMENDATION:

Receive the presentation and adopt the following: 1) **Resolution** Declaring Intention to Form a Community Facilities District and Levy Special Taxes in City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) to Finance Certain Public Services and the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District; and 2) **Resolution** Declaring Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for City of Dublin Community Facilities District No. 2024-1 (Dublin Centre).

FINANCIAL IMPACT:

All costs associated with the formation of the proposed Community Facilities District are borne entirely by the developer. The proposed Community Facilities District will be self-sustaining, and will include annual compensation to the City for its management.

DESCRIPTION:

Background
The 50.04-acre Dublin Centre development project site is an undeveloped parcel located within the Eastern Dublin Specific Plan (EDSP). The site is located north of Dublin Boulevard, east of Tassajara Road and west of Brannigan Street.

The City Council approved the Development Agreement for the property on November 22, 2022.

The Development Agreement specified in Section 6.2 that the City would use its best efforts to commence proceedings to form a Community Facilities District (CFD) to finance certain public facilities and services. The Development Agreement specific that the effective tax rate shall not exceed 1.75% and the term of the bonds shall not exceed 35 years.

Based on discussions between the City, the City's consultants and the developer, it is recommended that the most efficient approach to fund facilities and services is to establish a single CFD that would levy two separate special taxes: one to pay for services and one to pay for facilities. All parties agree that this is preferable to the creation of two separate CFDs, with the result being the same.

The next step in the CFD formation process is for the City Council to consider the adoption of the two resolutions described below, which express intent to form a CFD and intent to incur bonded indebtedness on behalf of the CFD. Should the City Council approve these items, a public hearing and special landowner election will be scheduled for November 19, 2024.

1. Resolution of Intention to Form the CFD (Attachment 1)

The Resolution of Intention (ROI) governs the levy of special taxes, using a calculation called the Rate and Method of Apportionment (RMA), which is included as Exhibit A to the ROI. The RMA determines how the special taxes will be levied on all properties located within the boundaries of the CFD. It also specifies the amount that will be levied to pay for facilities and the amount required to pay for services.

The Development Agreement for the Dublin Centre limits the maximum effective tax rate to 1.75% of the unit average sales price in each tax zone. As shown below, the project is divided into six tax zones, based on the type and size of the homes being sold. The maximum tax rate is based on the average estimated selling price of homes in each zone, as determined by the City's market pricing and absorption consultant (RCLCO Real Estate Consulting). The table below also shows the estimated year-one tax burden on homeowners in each of the six zones, as well as the average costs for all six categories combined. The project also includes six below market rate units that are not subject to the facilities special taxes.

	3-Story	2-Story	2-Story with ADU	ROW Townhome	Shop House	Townhome	Average
Estimated Average Base Sales Price (1)	$1,975,000	$1,786,000	$1,876,000	$1,404,000	$1,214,000	$991,000	$1,541,000
Ad Valorem Tax (2)	$24,834	$22,457	$23,589	$17,654	$15,265	$12,461	$19,377
Other Charges (3)	$1,230	$1,230	$1,230	$1,230	$1,230	$1,230	$1,230
Proposed CFD Special Tax (4)	**$8,566**	**$7,679**	**$7,740**	**$5,770**	**$5,120**	**$3,099**	**$6,329**
Total	$34,630	$31,366	$32,559	$24,654	$21,615	$16,790	$26,936
Effective Tax Rate	**1.75%**	**1.76%**	**1.74%**	**1.76%**	**1.78%**	**1.69%**	**1.75%**

(1) Prices per RCLCO report dated 9.18.24
(2) Estimated at 1.2574% per DPFG (Applicant consultant) analysis dated 10.01.24
(3) Estimate per DPFG analysis dated 10.01.24
(4) Per Draft RMA from Goodwin Consulting Group

The proposed RMA incorporates an automatic 2% annual escalator, meaning that the CFD special taxes, once set, will increase 2% each year, regardless of adjustments to the unit's assessed valuation or to direct charges.

Finally, the Resolution of Intention sets November 19, 2024 as the date for the City Council to conduct a public hearing and special landowner election on the matter, and describes the thresholds for voter approval or rejection of the CFD. LandSea is currently the sole owner of the subject property; the City will be confirming that there are no registered voters residing on the property, the CFD would be approved with the vote of LandSea at the special election.

2. Resolution Declaring Intention to Incur Indebtedness (Attachment 3)

This Resolution declares the necessity to incur indebtedness to finance identified public facilities to be financed through the Dublin Centre CFD and identifies a maximum proposed debt amount of $55 million. The types of facilities and fees that can be funded with such bonds are provided in Exhibit B to the ROI.

Next Steps

Should the City Council approve the two resolutions, which can include any adjustments to the documents as presented, the City and LandSea will proceed with preparation of legal documents for the public hearing and related City Council actions scheduled for November 19, 2024, which will include the following actions:

1. Hold the Public Hearing
2. Adopt Resolution of Formation of the CFD
3. Adopt a Resolution Deeming it Necessary to incur Bonded Indebtedness for CFD
4. Adopt a Resolution Calling the Election

5. Conduct a Landowner-Voter Election
6. Adopt a Resolution Declaring Election Results
7. Introduce an Ordinance Levying a Special Tax (First Reading)

Following the November 19, 2024 meeting, the City Council will, at a future meeting, consider adoption of the Ordinance Levying a Special Tax, which will authorize the CFD to levy special taxes within the CFD as well as the issuance of special tax bonds for the CFD.

The actual issuance of bonds for the CFD would be considered at a future meeting as development proceeds. Based on the proposed timelines and the successful formation of the Dublin Centre CFD, Staff anticipates bringing to the City Council the documents required for the first bond sale in 2026.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of this Staff Report was provided to LandSea and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Declaring Intention to Form a Community Facilities District and Levy Special Taxes in City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) to Finance Certain Public Services and the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District (with Exhibits B and C)
2) Exhibit A to the Resolution – Rate and Method of Apportionment
3) Resolution Declaring Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for City of Dublin Community Facilities District No. 2024-1 (Dublin Centre)
4) Proposed Boundaries of City of Dublin Community Facilities District No. 2024-1 (Dublin Centre)

RESOLUTION NO. XX - 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DECLARING INTENTION TO FORM A COMMUNITY FACILITIES DISTRICT AND LEVY SPECIAL TAXES IN CITY OF DUBLIN COMMUNITY FACILITIES DISTRICT NO. 2024-1 (DUBLIN CENTRE) TO FINANCE CERTAIN PUBLIC SERVICES AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), the City Council of the City of Dublin (the "City Council") is authorized to establish a community facilities district, and to act as the legislative body for such community facilities district; and

WHEREAS, the City Council, having received indications of interest on behalf of the owner of the land proposed to be included in a proposed community facilities district, desires to proceed with the establishment of a community facilities district in order to finance costs of public facilities and public services necessary or incidental to new development in the City.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin hereby finds, determines and resolves as follows:

1. It is proposed to establish a community facilities district within the City of Dublin under the terms of the Act to finance costs of public services and public infrastructure necessary or incidental to new development in the City, which may include the payment of impact fees related to new development.

2. The name proposed for the community facilities district is the City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) (the "CFD").

3. The proposed boundaries of the CFD are shown on the Map of Proposed Boundary of a proposed community facilities district to be known as City of Dublin Community Facilities District No. 2024-1 (Dublin Centre), City of Dublin, Alameda County, California, on file with the City Clerk, which the City Council approves as the map describing the extent of the territory included in the proposed CFD. The City Council finds that the map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code. The City Council directs the City Clerk to certify the adoption of this resolution on the face of the map, and to file a copy of the map in the office of the City Clerk in accordance with Section 3111 of the California Streets and Highways Code and within 15 days of the date of adoption of this resolution but in no event later than 15 days prior to the public hearing provided for

herein, transmit the map to the County Recorder for recording in the Book of Maps of Assessment and Community Facilities Districts in the office of the County Recorder of the County of Alameda.

4. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities and Services (as defined below), and/or the principal and interest as it becomes due on bonds issued by the City for the CFD to construct and/or acquire the Facilities, special taxes (the "Special Taxes") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes, or in such other manner as the City Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Taxes among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in the Rate and Method of Apportionment of Special Taxes attached hereto as **Exhibit A** and hereby incorporated herein (the "Rate and Method").

The City Council hereby finds that the provisions of Sections 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

As required by Section 53339.3(d) of the Act, the City Council hereby determines that the special tax proposed to pay for public facilities financed with bonds that have already been issued and that are secured by the existing CFD shall be the same as the tax levied in the existing CFD for that purpose, except that a higher special tax may be levied for that purpose within the territory proposed to be annexed or to be annexed in the future to compensate for the interest and principal previously paid by the existing CFD, less any depreciation allocable to the public facility. In so finding, the City Council does not intend to limit its ability to levy a special tax within territory to be annexed or to be annexed in the future to pay for new or additional public facilities, with or without bond financing.

5. The type of public facilities proposed to be authorized to be financed by the CFD and pursuant to the Act shall consist of those items listed as Facilities, including impact fees to finance public facilities, on **Exhibit B** hereto (the "Facilities") and hereby incorporated herein. The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying the Special Taxes and administering the bonds, and establishing and replenishing reserve funds). The City Council hereby finds and determines that the public interest will not be served by allowing the property owners in the CFD to enter into a contract in accordance with Section 53329.5(a) of the Act. Notwithstanding the foregoing, the City Council, on behalf of the CFD, may enter into

one or more contracts directly with any of the property owners with respect to the construction and/or acquisition of any portion of the Facilities.

The type of services proposed to be financed by the special tax levied in the CFD pursuant to the Act shall consist of those listed as services in **Exhibit B** hereto and hereby incorporated herein (the "Services"). The City Council hereby determines that the Services are necessary to meet increased demands for such services placed upon local agencies as the result of development occurring within the area of the CFD. The Services are in addition to those provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

6. Except as may otherwise be provided by law or by the Rate and Method, all lands owned by any public entity, including the United States, the State of California and the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Taxes. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Taxes, the City Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the required debt service payments and other annual expenses of the CFD, if any, subject to the provisions of the Rate and Method. It is anticipated that the Special Taxes will be billed as a separate line item on the regular property tax bill. However, the City Council reserves the right, under Section 53340 of the Act, to utilize any method of collecting the Special Taxes which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

7. The levy of the Special Taxes shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD. The City Council hereby determines that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring within the CFD.

8. It is the intention of the City Council, acting as the legislative body for the CFD, to cause bonds of the City to be issued for the CFD pursuant to the Act to finance in whole or in part the construction and/or acquisition of the Facilities. The bonds issued in these proceedings shall be callable in accordance with the provisions of the Act, and shall be issued in such series and bear interest payable semi-annually or in such other manner as the City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds, shall mature not to exceed 40 years from the date of the issuance thereof and shall be as more specifically set forth in any resolution authorizing the issuance of such bonds.

9. Section 53314.9 of the Act provides that, either before or after formation of the CFD, the City may accept work in-kind from any source, including, but not limited to, private persons or private entities, may provide, by resolution, for the use of that work in-kind for any authorized purpose and the City Council may enter into an agreement (an "Acquisition Agreement"), by resolution, with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the City Council, with or without interest, under the conditions specified in the Act. Any work in-kind must be performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of, the City. The City Manager and each other authorized officer of the City is hereby authorized and directed to enter into the Acquisition Agreement with the City and the developer(s).

Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district, or services to be provided by a public agency other than the agency that created the district, or any combination, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to this section. The City Manager and each other authorized officer of the City is hereby authorized and directed to enter into joint community facilities agreements and/or acquisition agreements with the City and any other public agency that will own or operate any of the Facilities or provide any of the Services, as may be necessary to comply with the provisions of Section 53316.2 of the Act. The City Council hereby declares that such joint agreements will be beneficial to owners of property in the area of the CFD.

10. The Finance Director of the City, as the officer having charge and control of the Facilities and Services in and for the CFD, or the designee of such official, is hereby directed to cause and direct a study of said proposed CFD and the Facilities and Services, and to cause to be prepared for filing at the public hearing the report required by Section 53321.5 of the Act (the "CFD Report") presenting at least the following:

(a) A brief description of the Facilities and Services by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Facilities including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and all other related costs as provided in Section 53345.3 of the Act.

(c) An estimate of the fair and reasonable cost of the Services and incidental expenses in connection therewith, and all other related costs.

The CFD Report shall be made a part of the record of the public hearing specified below.

11. The City Council also intends to establish an initial annual appropriations limit for the CFD in an amount not to exceed $55,000,000, subject to increase in accordance with law.

12. The City Council hereby sets November 19, 2024, at 7:00 p.m., at the City of Dublin Civic Center Council Chambers located at 100 Civic Plaza, Dublin, California 94568, as the time and place when and where the City Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD, and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD, and the levy of the Special Taxes. At the hearing, testimony concerning the CFD, the extent of the CFD, or the furnishing of the particular types of Facilities and Services will be heard and protests will be considered from registered voters residing within the CFD and persons owning real property within the CFD. Written protests by the owners of a majority of the land which would be subject to special taxation within the proposed CFD will require the suspension of proceedings for at least one year. Written protests must be filed with the City Clerk at or before the time fixed for the hearing. If such protests are directed only against certain elements of the proposed improvements or proposed Special Taxes, and if such protests constitute a majority protest, only those elements shall be deleted from the proceedings.

13. The City Clerk is hereby directed to cause notice of the public hearing, attached hereto as **Exhibit C**, to be given by one-time publication in a newspaper published in the area of the CFD. The publication shall be completed at least 7 days before the date of the public hearing referenced above. The notice shall be substantially in the form specified in Section 53322 of the Act and attached hereto, with the form summarizing the provisions hereof hereby specifically approved.

14. This Resolution shall take effect from and after its adoption.

{Signatures on the following page}

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

[ATTACHED SEPARATELY]

EXHIBIT B

LIST OF AUTHORIZED FACILITIES AND SERVICES

The CFD is authorized to finance, in whole or in part, the following facilities and services:

Authorized Facilities, Including Fees Financing Facilities

In accordance with the Act, the CFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of any real or other tangible property with an estimated useful life of five years or longer, together with the planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of any real or tangible property (collectively, the "Facilities"). By way of example and not limitation, the CFD may fund any of the following: roadways and roadway improvements, traffic signals, regional hiking and biking trails, storm drains and basins, water and wastewater facilities (including, without limitation, domestic and non-domestic water facilities, wells, pre-treatment basins, infiltration basins, reservoirs, pipelines, storm and sewer drains and related infrastructure and improvements), wet and dry utilities, bridges and pedestrian bridges, tunnels, parks sites, park facilities and equipment, open space, school sites, school facilities and equipment, facilities and equipment relating to fire protection and suppression, facilities and equipment relating to police protection services, animal control facilities, library facilities and equipment, general government facilities, and related infrastructure improvements, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing (including utility line relocations and electric, gas and cable utilities). The Facilities may be constructed and installed by the City of Dublin ("City"), County of Alameda ("County"), Zone 7 Water Agency, Dublin San Ramon Services District, Dublin Unified School District or other local agency and/or acquired by the City, County, Zone 7 Water Agency, Dublin San Ramon Services District, or other local agency from private parties that construct the Facilities. Authorized Facilities also include the prepayment of overlapping community facilities district and assessment district liens.

Authorized Facilities include facilities financed by development impact fees paid and not otherwise reimbursed, whether levied by the City, County, Zone 7 Water Agency, Dublin San Ramon Services District, Dublin Unified School District or other local agency.

Authorized Services

The CFD is authorized to finance each and every service authorized to be financed under the Act (collectively, the "Services.") By way of example and not

limitation, the CFD may fund any of the following: furnishing, operating, maintaining and repairing equipment, apparatus or facilities related to providing the Services and/or equipment, apparatus, facilities or fixtures in areas to be maintained or repaired, paying the salaries and benefits of personnel necessary or convenient to provide the Services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of Services. "Maintenance" shall include replacement, and the creation and funding of a reserve fund to pay for a replacement. It is expected that the Services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

Administrative and Incidental Expenses

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, include these: the cost of planning, permitting, engineering, and designing the facilities (including the cost of environmental evaluation, orthophotography, and environmental remediation/mitigation); land acquisition and easement payments for authorized CFD facilities; project management; construction staking; engineering studies and preparation of an engineer's report; utility relocation and demolition costs incidental to construction of the facilities financed through the CFD; determination of the amount of taxes and collection of taxes; payment of taxes; costs otherwise incurred to carry out the authorized purposes of the CFD, including the issuance of bonds; reimbursements to other areas for infrastructure facilities or planning purposes serving development in the CFD; and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, the CFD shall fund the direct and indirect expenses incurred by the City, County or any other local agency in carrying out its duties with respect to the CFD including, but not limited to:

1. The levy and collection of the special taxes.
2. The fees and expenses of attorneys and consultants.
3. Any fees related to the collection of the special taxes.
4. An allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of the City's general administrative overhead related thereto.
5. Any amounts paid by the City with respect to the CFD.
6. Expenses incurred in undertaking action to foreclose on properties for which the payment of special taxes is delinquent.

7. Administrative fees of the City and the bond trustee or fiscal agent related to the CFD and the bonds issued by or for the CFD.

8. Costs related to the formation of the CFD.

9. Reimbursement of costs related to the formation of the CFD advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD.

10. Costs related to the issuance of bonds by or for the CFD, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, fees and expenses of bond counsel, disclosure counsel, special tax consultant, municipal advisor and appraiser, bond remarketing costs, and all other incidental expenses.

11. All other costs and expenses of the City in any way related to the CFD.

EXHIBIT C

FORM OF NOTICE OF PUBLIC HEARING ON PROPOSED CITY OF DUBLIN COMMUNITY FACILITIES DISTRICT NO. 2024-1 (DUBLIN CENTRE) CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

The City of Dublin is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities District Act of 1982, as amended, to fund certain public facilities related to new development within the City of Dublin, and to incur bonded indebtedness of the CFD.

This Notice contains a brief summary of the proposal, but you are referred to the City Council's Resolution of Intention to Form a Community Facilities District and Levy Special Taxes (No. 24-_____, adopted October 15, 2024) and its Resolution of Intention to Incur Bonded Indebtedness (No. 24-_____, adopted October 15, 2024) for details of the proposals.

The proposal is to subject the property within the CFD to special taxes which will be used to pay for authorized services and facilities within the CFD, including paying principal and interest on bonds used to build facilities. The proceeds of the bonds will be used to pay for the facilities and services and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

As set forth below, the City Council will hold a public hearing on the establishment of the CFD, the facilities and services to be financed by the CFD, and the levy of the special taxes within the CFD.

The proposal also includes authority to issue up to $55,000,000 in bonds to be repaid by the special tax levied for facilities and bonds. Neither the City of Dublin nor any person outside the CFD has any liability for the special taxes or the bonds. The security for the bonds is limited to the property subject to the special taxes within the CFD.

In order to confer the authority upon the City Council of the City of Dublin to levy the special taxes and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

This is the notice of the public hearing. The public hearing will be held during the City Council meeting on November 19, 2024 at 7:00 p.m. at the City of Dublin Civic Center Council Chambers located at 100 Civic Plaza, Dublin, California 94568.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the CFD, the authorization to levy the special taxes to pay for the proposed services and facilities, and the authorization to issue the bonds will be heard.

If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special taxes, if not withdrawn prior to the close of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If the City Council, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made at the hearing, the City Council may conduct an election by mailed ballot to levy the special taxes within the CFD.

Questions should be directed to the undersigned, telephone (925) 833-6650.

Dated: _____, 2024

Marsha Moore, MMC
City Clerk, City of Dublin

CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(DUBLIN CENTRE)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

Special Taxes applicable to each Assessor's Parcel in the City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Affordable Housing Unit" means any Residential Unit on a Parcel of Developed Property for which a deed restriction has been recorded on title of the property that limits the rental rate or sales price or otherwise restricts the affordability of the Residential Unit or income of its occupants. It is incumbent upon the builder, developer, or property owner to make the Administrator aware of such deed restriction. Residential Units on Welfare Exemption Property shall be categorized as Welfare Exemption Property for purposes of this RMA, not as Affordable Housing Units.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by the CFD.

"Authorized Services" means the public services authorized to be funded, in whole or in part, by the CFD.

"Average Sales Price" means the weighted average sales price for all Residential Units within a particular Tax Zone that have sold within the past 6 months or are expected to sell in a normal marketing environment, and shall not include Affordable Housing Units or Residential Units that are sold at a discount for the purpose of stimulating initial sales activity. The sales price shall include the actual sales price of the Residential Units within the respective Tax Zone that have sold within the past 6 months or are expected to sell in a normal marketing environment including, but not limited to, options, upgrades, and premiums.

"Base Facilities Special Tax" means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 of Section C, as may be adjusted pursuant to Section D herein.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Facilities Special Tax and issued or assumed by the CFD to fund Authorized Facilities.

"Building Permit" means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" means the City of Dublin Community Facilities District No. 2024-1 (Dublin Centre).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Dublin.

"City Council" means the City Council of the City of Dublin, acting as the legislative body of CFD No. 2024-1.

"County" means the County of Alameda.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption

Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

"Development Class" means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property.

"Exempt Affordable Units Parcel" means the Parcel in the CFD on which all Residential Units are expected to be Affordable Housing Units and, therefore, such Parcel (or Parcels once subdivided) is exempt from the levy of the Special Taxes unless and until Residential Units constructed on such Parcel(s) no longer have a deed restriction making them Affordable Units. The Exempt Affordable Units Parcel is identified in Attachment 1 hereto. Such exemption shall apply to the Parcel once it becomes a stand-alone Assessor's Parcel, whether such Parcel is Developed Property or Undeveloped Property, as defined herein.

"Expected Land Uses" means, for any Tax Zone, the number of Residential Units and the acreage of Other Property expected within the CFD at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Updates to Attachments 1 and 2 shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

"Expected Maximum Facilities Special Tax Revenues" means the aggregate Facilities Special Tax that can be levied based on application of the Base Facilities Special Tax to the Expected Land Uses. The Expected Maximum Facilities Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Section D and H below. Updates to Attachments 1 and 2 shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

"Facilities Special Tax" means a special tax levied in any Fiscal Year on Parcels in the CFD to pay the Facilities Special Tax Requirement.

"Facilities Special Tax Requirement" means the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year, (ii) to replenish reserve funds to the extent such replenishment has not been included in a computation of the Facilities Special Tax Requirement in a previous Fiscal Year, (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (iv) to pay Administrative Expenses, and (v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Facilities Special Taxes levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Facilities Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

"Final Map" means a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term "Final Map" shall not include any large-lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Final Map Property" means, in any Fiscal Year, all SFD Lots created within Final Maps that had recorded prior to June 1 of the preceding Fiscal Year and which have not yet become Developed Property.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels of Taxable Property in the CFD.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Fund" means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities or to pay eligible impact fees.

"Indenture" means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means, individually, Single Family Property or Other Property. Affordable Housing Units shall be considered a separate Land Use Category for purposes of this RMA.

"Land Use Change" means a proposed or approved change to the Expected Land Uses after CFD Formation.

"Master Developer" means Landsea Homes Corporation, and its successors and assigns.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year as determined in accordance with Sections C and D below.

"**Maximum Services Special Tax"** means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

"Maximum Special Tax" means, as the context requires, either or both of the Maximum Facilities Special Tax and Maximum Services Special Tax.

"Other Property" means any Parcel of Developed Property in the CFD that does not fit within the definition of Single Family Property or Affordable Housing Unit.

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

"Owners Association Property" means any property within the boundaries of the CFD that is owned in fee or through easement by the Owners Association, not including any such property that is located directly under a residential structure.

"Price Point Consultant" means any consultant or firm selected by the City that: (a) has substantial experience in performing price point studies for Residential Units within community facilities districts or otherwise estimating or confirming pricing for Residential Units in community facilities districts; (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of Residential Units in community facilities districts; (c) is independent and not under the control of the City or any developer of Parcels in the CFD; (d) does not have any substantial interest, direct or indirect, with or in: (i) the CFD, (ii) the City, or (iii) any owner of real property in the CFD; and (e) is not connected with the City as an officer or employee thereof, but who may be regularly retained to make reports to the City.

"Price Point Study" means a price point study or letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section D herein. For each Tax Zone in the CFD, the price point study shall analyze Residential Units with similar density, lot sizes, square footage ranges, and product type as the Residential Units within that Tax Zone and excluding Affordable Housing Units. The Master Developer will be provided the opportunity to review and comment on the draft price point study before a final version is presented to the City.

"Proportionately" means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

"Public Property" means any property within the boundaries of the CFD that is owned by the City, County, federal government, State of California, or other public agency.

"Required Coverage" means the amount by which the Expected Maximum Facilities Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

"Residential Unit" means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure. A second unit (granny flat) that shares a Parcel with an SFD Unit shall not be considered a Residential Unit for purposes of levying the Special Taxes.

"RMA" means this Rate and Method of Apportionment of Special Taxes.

"Services Special Tax" means a special tax levied in any Fiscal Year on Parcels in the CFD to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure delinquencies in the payment of Services Special Taxes which have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus

amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from collection of delinquent Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

"SFD Unit" means a residential dwelling unit that does not share a common wall with another residential dwelling unit.

"Single Family Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

"Special Taxes" means, as the context requires, either or both of the Facilities Special Tax and Services Special Tax.

"Tax Zone" means a geographic area within which a particular Maximum Facilities Special Tax rate may be levied pursuant to this RMA, as identified in Attachment 1 hereto.

"Taxable Owners Association Property" means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it is Owners Association Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Property" means all of the Parcels within the boundaries of the CFD that are not exempt from the Special Taxes pursuant to law or Section G below.

"Taxable Public Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it is Public Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Welfare Exemption Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it has become Welfare Exemption Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Tentative Map" means a tentative map or substantial conformance exhibit for property in the CFD, including any adjustments or amendments thereto.

"Total Tax Burden" means, for Single Family Property, that the Special Taxes, together with ad valorem property taxes, special assessments, special taxes for any overlapping community facilities districts, or any other taxes, fees and charges which would be collected by the County on property tax bills for a Residential Unit with an assessed value equal to the Average Sales Price, and which are payable from and secured by the property assuming such Residential Unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as sewer and trash, and voluntary assessments such as those associated with a Property Assessed Clean Energy program.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property, Developed Property, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property as defined herein.

"Welfare Exemption Property" means, in any Fiscal Year, any Parcels in the CFD that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAXES

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Tax Zone and the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Property, an Affordable Housing Unit, or Other Property; and (iii) determine the Facilities Special Tax Requirement and the Services Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Facilities Special Tax Revenues. If the Expected Maximum Facilities Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the

parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Facilities Special Tax: Developed Property and Final Map Property

The Maximum Facilities Special Tax for a Parcel of Developed Property is the greater of: (i) the Base Facilities Special Tax set forth in Table 1 below, or (ii) the Maximum Facilities Special Tax determined pursuant to Section D.

Table 1
Base Facilities Special Tax
Developed Property and Final Map Property

Land Use Category	Base Facilities Special Tax Fiscal Year 2024-25 *
Tax Zone 1	
Single Family Property	$2,630 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$78,600 per Acre
Tax Zone 2	
Single Family Property	$5,301 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$153,300 per Acre
Tax Zone 3	
Single Family Property	$4,651 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$83,200 per Acre
Tax Zone 4	
Single Family Property	$7,210 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$100,900 per Acre
Tax Zone 5	
Single Family Property	$7,271 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$124,400 per Acre
Tax Zone 6	
Single Family Property	$8,097 per Residential Unit or SFD Lot
Affordable Housing Units	$0 per Residential Unit
Other Property	$113,300 per Acre

*** On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

2. Facilities Special Tax: Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property

Table 2 below identifies the Maximum Facilities Special Tax for Parcels of Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property in each Tax Zone.

Table 2
Maximum Facilities Special Tax for Undeveloped Property,
Taxable Owners Association Property, Taxable Welfare Exemption Property,
and Taxable Public Property

Tax Zone	Maximum Facilities Special Tax (Fiscal Year 2024-25)*
Tax Zone 1	$78,600 per Acre
Tax Zone 2	$153,300 per Acre
Tax Zone 3	$83,200 per Acre
Tax Zone 4	$100,900 per Acre
Tax Zone 5	$124,400 per Acre
Tax Zone 6	$113,300 per Acre

*** On July 1, 2025 and on each July 1 thereafter, all dollar amounts shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

3. Services Special Tax: Developed Property and Final Map Property

The Maximum Services Special Tax for Parcels of Developed Property and Final Map Property is $469 per Residential Unit or SFD Lot in Fiscal Year 2024-25. Notwithstanding the foregoing, the Maximum Services Special Tax shall not be levied on Affordable Housing Units. On July 1, 2025 and on each July 1 thereafter, the Maximum Services Special Tax shall be increased by an amount equal to 4.0% of the amount in effect for the prior Fiscal Year.

4. Services Special Tax: Undeveloped Property

Table 3 below identifies the Maximum Services Special Tax for Parcels of Undeveloped Property in each Tax Zone.

Table 3
Maximum Services Special Tax for Undeveloped Property

Tax Zone	Maximum Services Special Tax (Fiscal Year 2024-25)*
Tax Zone 1	$14,100 per Acre
Tax Zone 2	$13,560 per Acre
Tax Zone 3	$8,390 per Acre
Tax Zone 4	$6,560 per Acre
Tax Zone 5	$8,030 per Acre
Tax Zone 6	$6,560 per Acre

*** On July 1, 2025 and on each July 1 thereafter, all dollar amounts shown in Table 3 above shall be increased by an amount equal to 4.0% of the amount in effect for the prior Fiscal Year.**

D. CHANGES TO THE MAXIMUM FACILITIES SPECIAL TAX

Pursuant to this Section D, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Facilities Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

1. Land Use Changes

The Expected Maximum Facilities Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Facilities Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 below must be applied:

Step 1: By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Facilities Special Tax Revenues prior to the Land Use Change.

Step 2: The Administrator shall calculate the Expected Maximum Facilities Special Tax Revenues that could be collected from Taxable Property in the CFD after the Land Use Change based on application of the Base Facilities Special Taxes from Table 1.

Step 3: If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Facilities Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Facilities Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the "Requesting Landowner") may make a prepayment in an amount that will ensure that the reduced Expected Maximum Facilities Special Tax Revenues are sufficient to

provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Facilities Special Tax used to determine the Maximum Facilities Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Facilities Special Tax Revenues are sufficient to maintain Required Coverage.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Facilities Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Facilities Special Tax used to determine the Maximum Facilities Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Facilities Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Facilities Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Facilities Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Facilities Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Facilities Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Facilities Special Tax Revenues for the CFD. After the prepayment has been received,

the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Facilities Special Tax Revenues after the prepayment.

3. Conversion of a Parcel to a Taxable Land Use

If, in any Fiscal Year, an Affordable Housing Unit, the Exempt Affordable Units Parcel, or a Parcel of Public Property, Welfare Exemption Property, or Owners Association Property that had been exempt from the Special Taxes is converted to Single Family Property or Other Property, such Parcel shall be subject to the levy of Special Taxes. The Maximum Special Taxes for each such Parcel shall be determined based on the applicable Land Use Category for the Parcel, as determined by the Administrator. In addition, the Administrator shall update Attachment 2 to reflect the revised Expected Land Uses and Expected Maximum Facilities Special Tax Revenues for the CFD.

4. Increase in Affordable Housing Units

If, prior to the First Bond Sale, the Administrator determines that there is an increase in the number of Affordable Housing Units expected within any Tax Zone, the Administrator shall update the Expected Land Uses and Expected Maximum Facilities Special Tax Revenues in Attachment 2, and the additional Affordable Housing Units will be exempt from the Special Taxes.

If, at any time after the First Bond Sale, additional Affordable Housing Units are proposed, and if the addition of the new Affordable Housing Units will decrease the Expected Maximum Facilities Special Tax Revenues to a point at which Required Coverage cannot be maintained, the Administrator shall calculate the Maximum Facilities Special Tax that must be assigned to each of the new Affordable Housing Units to maintain Required Coverage. The Maximum Facilities Special Tax assigned to the new Affordable Housing Units shall be escalated each Fiscal Year by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

5. Transfer of Expected Maximum Facilities Special Tax Revenues Among Tax Zones

The Expected Maximum Facilities Special Tax Revenues were determined for each Tax Zone based on the Expected Land Uses within that Tax Zone. If the expected number of Residential Units or the expected acres of Other Property is transferred from one Tax Zone to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Facilities Special Tax Revenues between the Tax Zones. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Facilities Special Tax Revenues as a result of the transfer. After such a transfer, the Administrator shall update Attachment 2 to reflect the revised Expected Maximum Facilities Special Tax Revenues for each Tax Zone.

6. Reduction in Maximum Facilities Special Tax

The Base Facilities Special Tax for one or more Tax Zones shall be reduced prior to the First Bond Sale if the City reasonably determines based on a Price Point Study that, without a reduction in the Base Facilities Special Tax for Residential Units within those Tax Zone(s), the Total Tax Burden will exceed 1.75% of the Average Sales Price. Such determination shall be made by the City hiring, at the CFD's expense, a Price Point Consultant to prepare a Price Point Study to confirm the Average Sales Price for Residential Units within each Tax Zone. If, based on the Price Point

Study, the Administrator calculates that the Total Tax Burden for Residential Units within one or more Tax Zones will exceed 1.75% of the Average Sales Price, the Administrator and the City shall meet with the Master Developer to discuss the findings, after which point the Administrator shall reduce the Base Facilities Special Tax to the point at which the Total Tax Burden on Residential Units in each Tax Zone in the CFD is equal to 1.75% of the Average Sales Price for such Residential Units. Any such reduction shall occur at least 60 days prior to the First Bond Sale.

The Base Facilities Special Taxes set forth in Table 1 may also be (i) disproportionately reduced prior to the First Bond Sale, but not to a level that exceeds the 1.75% described in the previous paragraph, so long as the Master Developer is the owner of all Parcels in the CFD and requests a reduction in the Base Facilities Special Taxes, or (ii) proportionately or disproportionately reduced prior to the First Bond Sale, but not to a level that exceeds the 1.75% described in the previous paragraph, if the owner of any Parcel in the CFD requests a reduction in the Base Facilities Special Taxes and the owners of all Parcels in the CFD consent to such reduction by unanimous vote. Any such reduction shall occur at least 60 days prior to the First Bond Sale.

The Base Facilities Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded. If, based on the Price Point Study, the Administrator determines that the Total Tax Burden will not exceed 1.75% of the Average Sales Price, then there shall be no change in the Base Facilities Special Tax for Residential Units unless so requested by the Master Developer.

E. METHOD OF LEVY OF THE SPECIAL TAXES

1. Facilities Special Tax

Each Fiscal Year, the Administrator shall determine the Facilities Special Tax Requirement to be collected in that Fiscal Year. A Facilities Special Tax shall then be levied according to the following steps:

Step 1: The Facilities Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Developed Property until the amount levied is equal to the Facilities Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after Step 1 in order to meet the Facilities Special Tax Requirement after Capitalized Interest has been applied to reduce the Facilities Special Tax Requirement, the Facilities Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Facilities Special Tax Requirement.

Step 3: If additional revenue is needed after Step 2, the Facilities Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the

Maximum Facilities Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Facilities Special Tax Requirement.

Step 4: If additional revenue is needed after Step 3, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Facilities Special Tax Requirement.

Step 5: If additional revenue is needed after Step 4, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Facilities Special Tax Requirement.

Step 6: If additional revenue is needed after Step 5, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Facilities Special Tax Requirement.

2. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement and the Services Special Tax shall be levied according to the steps outlined below.

Step 1: The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Services Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

Step 2: If additional revenue is needed after Step 1, the Services Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Services Special Tax for each Parcel of Final Map Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

Step 3: If additional revenue is needed after Step 2, the Services Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Services Special Tax for Undeveloped Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Facilities Special Taxes be levied after Fiscal Year 2064-65. Under no circumstances may the Facilities Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

The Services Special Tax may be levied and collected in perpetuity.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Taxes shall be levied in any Fiscal Year on the following:

i. Public Property, except Taxable Public Property.
ii. Owners Association Property, except Taxable Owners Association Property.
iii. Welfare Exemption Property, except Taxable Welfare Exemption Property.
iv. Affordable Housing Units, except as otherwise provided in Section D.4
v. The Exempt Affordable Units Parcel, except as otherwise provided in Section D.3
vi. Parcels that are owned by a public utility for an unmanned facility.
vii. Parcels that are subject to an easement that precludes any other use on the Parcel.
viii. For purposes of levying the Facilities Special Tax, Parcels that have fully prepaid the Facilities Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below. Such Parcels shall still be subject to the levy of the Services Special Tax.

H. PREPAYMENTS

The following definitions apply to this Section H:

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding, with the following exception: if a Facilities Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Facilities Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirement" means either $37.8 million in 2024 dollars, which shall increase on January 1, 2025, and on each January 1 thereafter by two percent (2%) of the amount in effect in the prior year, or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by the CFD. The Public Facilities Requirements shown above may be adjusted each time property annexes into the CFD or there is an adjustment to the Expected Maximum Facilities Special Tax Revenues due to a Land Use Change or prepayment.

"Remaining Facilities Costs" means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity, and any other source of funding.

1. Full Prepayment

The Facilities Special Tax obligation applicable to a Parcel in the CFD may be prepaid and the obligation of the Parcel to pay the Facilities Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes. The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

Bond Redemption Amount	
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the amount that could be collected from the Parcel prepaying the Facilities Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Facilities Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Facilities Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

Step 2. Divide the Maximum Facilities Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Facilities Special Tax

Revenues for all property in the CFD, as shown in Attachment 2 and as adjusted by the Administrator after prepayments or Land Use Changes.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "**Bond Redemption Amount"***).

Step 4. Compute the current Remaining Facilities Costs (if any).

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the "**Remaining Facilities Amount"***).

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "**Redemption Premium"***).

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8, and 9 of this prepayment formula will not apply.

Step 8: Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.

Step 9: Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (the ***"Defeasance Requirement"***).

Step 10. The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds, and recording any notices to evidence the prepayment and the redemption (the *"**Administrative Fees and Expenses"***).

Step 11. If and to the extent so provided in the Bond Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "***Reserve Fund Credit"***).

Step 12. The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the *"**Prepayment Amount"***).

Step 13. From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Facilities Special Tax obligation has been received, a Notice of Cancellation of Facilities Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Facilities Special Tax. However, a Notice of Cancellation of Facilities Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Facilities Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Facilities Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues. However, an Amended Notice of Facilities Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Facilities Special Tax revenue that could be collected from Taxable Property that remains subject to the Facilities Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

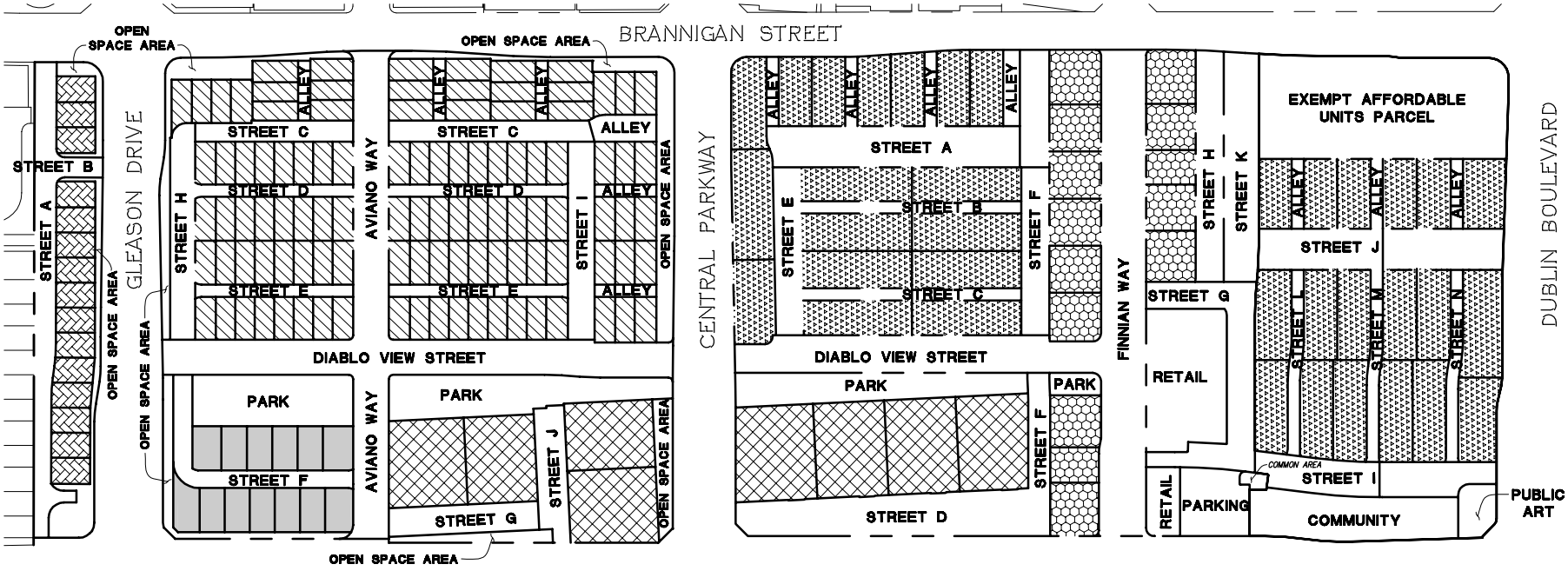
I. INTERPRETATION OF RMA

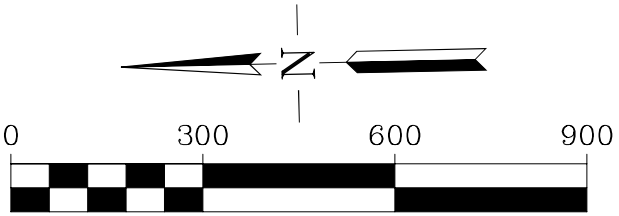
The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

ATTACHMENT 1

City of Dublin
Community Facilities District No. 2024-1
(Dublin Centre)

Identification of Tax Zones and Expected Lot Layout





1 inch = 300 ft.

LEGEND:

- TAX ZONE 1
- TAX ZONE 2
- TAX ZONE 3
- TAX ZONE 4
- TAX ZONE 5
- TAX ZONE 6

TAX ZONE EXHIBIT
PA-2, PA-3 & PA-4

CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

DATE: JUNE 21, 2024

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

JOB NO.: 171026 SHEET: 1 OF 1

ATTACHMENT 2
Exhibit A - Resolution of Intention to Form a Community Facilities District

G:\JOB2017\171026\CAD FILES\00-EXHIBITS\AGREEMENT EXHIBITS\PA2,3&4 - TAX INFO.DWG 6/14/2024 6:11:13 PM RYAN LEE

ATTACHMENT 2

City of Dublin
Community Facilities District No. 2024-1
(Dublin Centre)

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

Tax Zone and Land Use Category	Expected Land Uses	Base Facilities Special Tax (FY 2024-25) *	Expected Maximum Facilities Special Tax Revenues (FY 2024-25) *
Tax Zone 1			
Single Family Property	106 Residential Units	$2,630 per Res.Unit	$278,780
Affordable Housing Units	6 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$78,600 per Acre	$0
Tax Zone 2			
Single Family Property	215 Residential Units	$5,301 per Res.Unit	$1,139,715
Affordable Housing Units	0 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$153,300 per Acre	$0
Tax Zone 3			
Single Family Property	40 Residential Units	$4,651 per Res.Unit	$186,040
Affordable Housing Units	0 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$83,200 per Acre	$0
Tax Zone 4			
Single Family Property	15 Residential Units	$7,210 per Res.Unit	$108,150
Affordable Housing Units	0 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$100,900 per Acre	$0
Tax Zone 5			
Single Family Property	105 Residential Units	$7,271 per Res.Unit	$763,455
Affordable Housing Units	0 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$124,400 per Acre	$0
Tax Zone 6			
Single Family Property	13 Residential Units	$8,097 per Res.Unit	$105,261
Affordable Housing Units	0 Residential Units	$0 per Res.Unit	$0
Other Property	0 Acres	$113,300 per Acre	$0
Expected Maximum Facilities Special Tax Revenues (FY 2024-25 $)			**$2,581,401**

*** On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.**

RESOLUTION NO. XX-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DECLARING INTENTION TO INCUR BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR CITY OF DUBLIN COMMUNITY FACILITIES DISTRICT NO. 2024-1 (DUBLIN CENTRE)

WHEREAS, the City Council of the City of Dublin (the "City Council") has this date adopted its resolution entitled, "Declaring Intention to Form a Community Facilities District and Levy Special Taxes in City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) to Finance Certain Public Services and the Acquisition and Construction of Certain Public Facilities in and for such Community Facilities District" (the "Resolution of Intention"), stating its intention to form the City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), for the purpose of financing certain public facilities (the "Facilities") and public services, as further provided in that Resolution of Intention; and

WHEREAS, in order to finance a portion of the costs of the Facilities it is necessary to incur bonded indebtedness in the amount of not to exceed $55,000,000 on behalf of the CFD; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, it is in the public interest and for the public benefit that the City declares its official intent to reimburse itself and/or other local agencies constructing and/or acquiring the Facilities on whose behalf the City will issue debt the expenditures related to the Facilities with the proceeds of bonded indebtedness and other debt issued by the City for the CFD.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin hereby finds, determines and resolves as follows:

1. The City Council declares and finds that in order to finance the acquisition and construction of the Facilities, which are described in the Resolution of Intention, it is necessary to incur a bonded indebtedness in one or more series.

2. The purpose for which the proposed debt is to be incurred is to provide the funds necessary to pay for the cost of the Facilities. The City hereby declares its intention to reimburse itself and/or other local agencies constructing and/or acquiring the Facilities certain expenditures for the Facilities from the proceeds of the bonded indebtedness and other debt described in this Resolution, including costs of the Facilities paid by the City and/or other local agencies on whose behalf the City will issue debt for the CFD prior to the date of issuance of such bonded indebtedness and other debt not in excess of the amount described herein.

3. The maximum aggregate principal amount of the proposed debt is $55,000,000. Indebtedness subject to this limit shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

4. It is the intention of the City Council that any such bonds issued shall be made callable in accordance with the terms of the Act and as more specifically to be set forth in any resolution authorizing issuance of the bonds, and shall be issued in such series and bear interest payable semi-annually or in such other manner as the City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds, and shall mature not to exceed 40 years from the date of the issuance thereof.

5. In the event any series of bonds issued under the authorization is refunded to produce savings meeting the requirement of Section 53362.5 of the Act, all or a portion of the savings achieved through the issuance of refunding bonds may be used to finance Facilities insofar as the savings component provides capacity for bonded indebtedness in excess of that being refunded, and such additional bonded indebtedness shall not reduce and may exceed the amount of bonded indebtedness authorized herein.

6. The City Council hereby sets November 19, 2024, at 7:00 p.m., at the City of Dublin Civic Center Council Chambers located at 100 Civic Plaza, Dublin, California 94568, as the time and place for a hearing by the City Council on the proposed bond issue. At that time and place any persons interested, including any persons owning property in the CFD, will be heard.

7. The City Clerk is hereby directed to cause notice of said public hearing to be given by one-time publication in a newspaper of general circulation circulated within the CFD. The publication of said notice shall be completed at least 7 days before the date herein set for said public hearing. Such notice shall be substantially in the form specified in Section 53346 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

8. This Resolution shall take effect from and after its adoption.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2024, by the following vote:

AYES:

NOES:

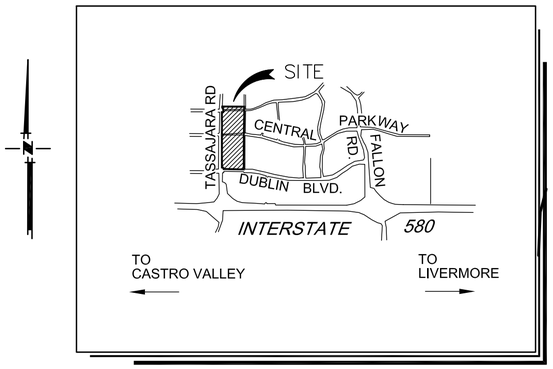
ABSENT:

ABSTAIN:

_____
Mayor

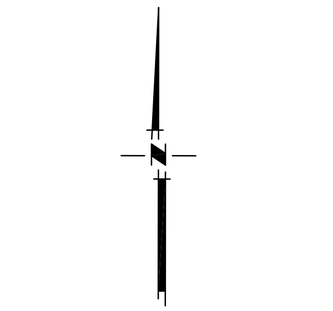
ATTEST:

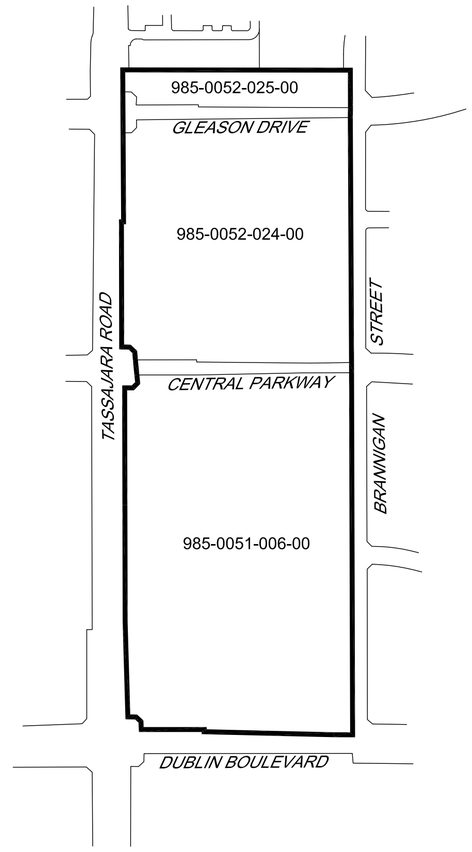
_____
City Clerk



VICINITY MAP

N.T.S.





PROPOSED BOUNDARIES OF

CITY OF DUBLIN

COMMUNITY FACILITIES DISTRICT NO. 2024-1

(DUBLIN CENTRE)

COUNTY OF ALAMEDA, STATE OF CALIFORNIA

CITY OF DUBLIN CERTIFICATE

1. FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA THIS _____DAY OF _____, 2024.

_____
CITY CLERK, CITY OF DUBLIN

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITES DISTRICT NO. 2024-1 (DUBLIN CENTRE), CITY OF DUBLIN, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF DUBLIN, AT A MEETING THEREOF, HELD ON THE _____DAY OF _____, 2024, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK, CITY OF DUBLIN

ALAMEDA COUNTY CLERK-RECORDER CERTIFICATE

FILED THIS _____DAY OF _____, 20_____ AT THE HOUR OF _____ O'CLOCK_____M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ____ THEREOF IN THE OFFICE OF THE CLERK-RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

FEE: $_____

MELISSA WILK
CLERK-RECORDER

FILE NO:_____

BY: _____
DEPUTY COUNTY CLERK-RECORDER

NOTE:

1. REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR THE DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREON.

LEGEND

985-0051-006-00	ASSESSOR'S PARCEL NUMBER
	ASSESSOR'S PARCEL LOT LINE
	COMMUNITY FACILITIES DISTRICT NO. 2024-1 BOUNDARY

GCG
GOODWIN CONSULTING GROUP

SHEET 1 OF 1

Dublin Centre Community Facilities District No. 2024-1

October 15, 2024



DUBLIN
CALIFORNIA

Overview of Presentation

- Review of tonight's recommended actions
- Overview of Dublin Centre CFD No. 2024-1
- Discussion of CFD Formation Process
- Developer presentation

Recommended Actions

- Consideration of a **Resolution** Declaring Intention to Form a Community Facilities District and Levy Special Taxes in the City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) to Finance Certain Public Services and the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District.

- Consideration of a **Resolution** Declaring Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for City of Dublin Community Facilities District No. 2024-1 (Dublin Centre).

City Council Actions

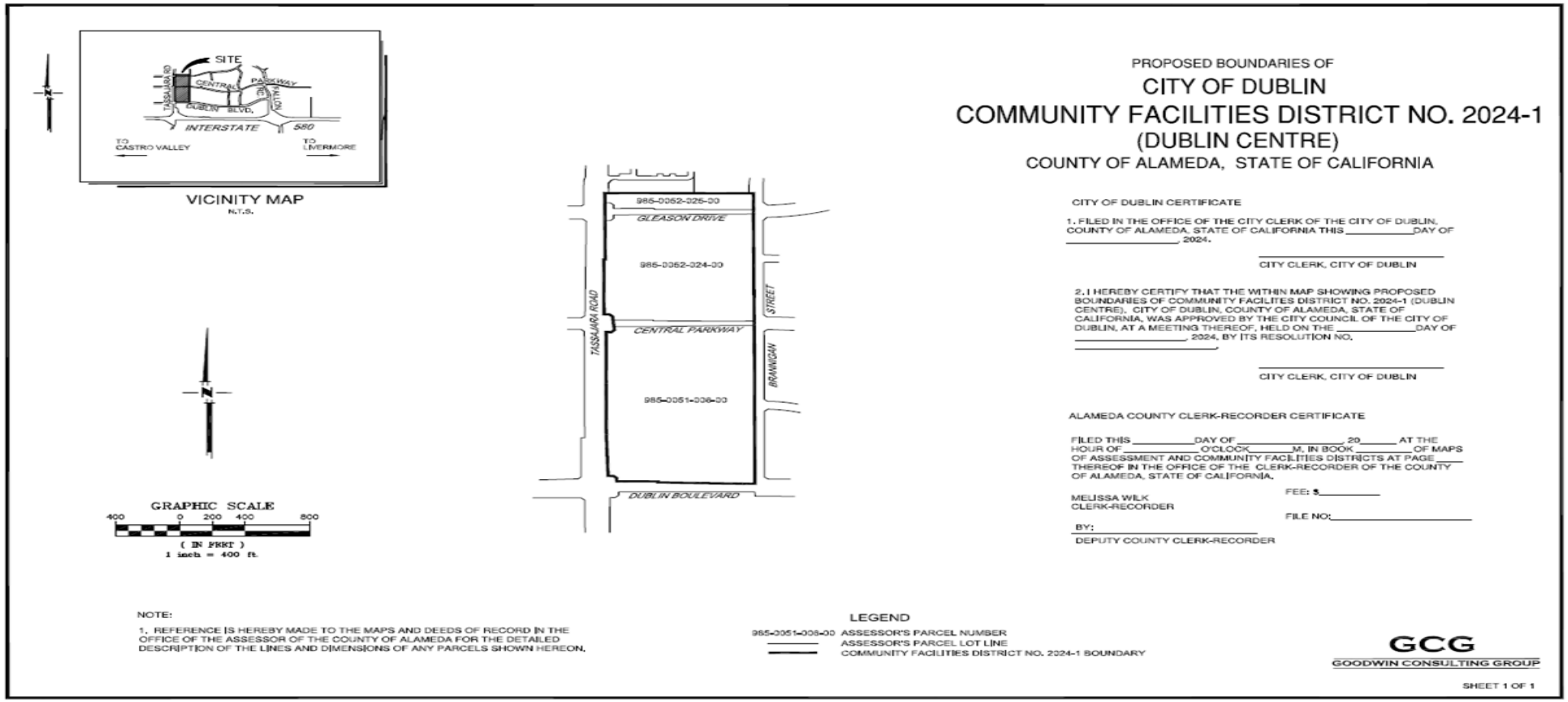
- **November 22, 2022 -** approved a Development Agreement (DA) for the Project
- **Section 6.2** of the DA specifies the City would use its best efforts to commence proceedings to form a CFD
  - The effective tax rate shall not exceed 1.75%
  - Term of bonds shall not exceed 35 years

Overview of CFD No. 2024-1

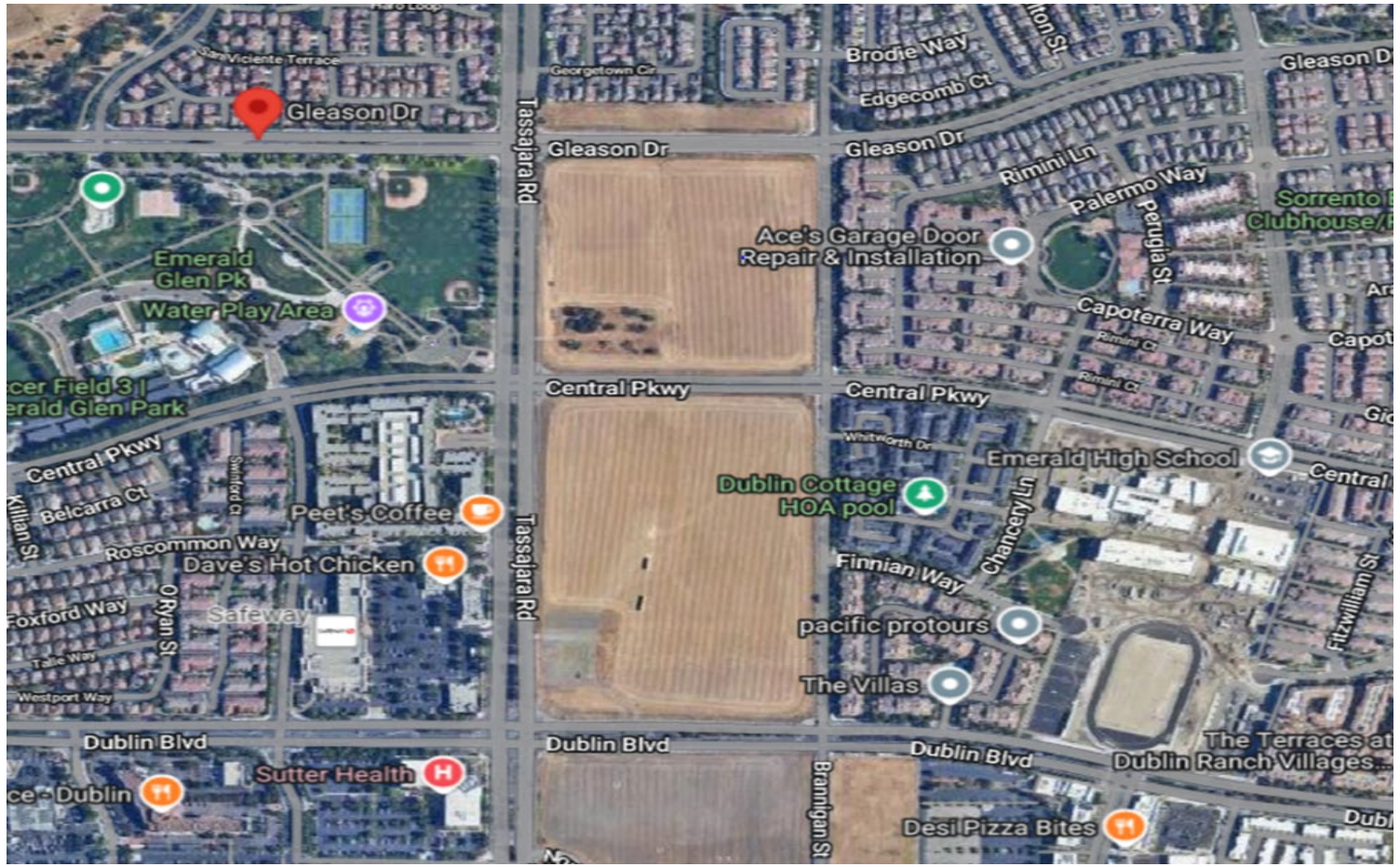
- The Dublin Centre Project includes 50.04 acres and will include 500 residential units (including 6 Affordable Units that will be exempt from paying special taxes)

- The Project consist of six neighborhoods that will include:
  - 106 Entry Level Townhomes
  - 215 ROW Townhomes
  - 40 Shop Keeper Spaces
  - 15 Two Story Residential
  - 105 ADU Option Residential
  - 13 Three Story Residential

Boundary Map of CFD No. 2024-1



Aerial Map of CFD No. 2024-1



Discussion of Proposed CFD No. 2024-1

- City engaged **RCLCO Real Estate Consulting** to prepare independent pricing report.
  - RCLCO base prices were used to set the proposed special tax rates
- City engaged **Goodwin Consulting Group** to prepare a Rate and Method of Apportionment and the CFD Boundary map.

Discussion of Proposed CFD No. 2024-1

- City Engaged **Jones Hall** as Bond Counsel to prepare all required legal documents to form CFD 2024-1.
- City engaged **Fieldman, Rolapp & Associates** as Municipal Advisors to coordinate the CFD formation.

Discussion of Proposed CFD No. 2024-1

- The Dublin Centre Development is proposing to establish a single CFD, that would levy two separate special taxes, one to pay for services and one to pay for facilities. Residents would have two separate CFD amounts on their tax bills.
  - Services CFD –funds the maintenance of parks and public streets
  - Facilities CFD – funds construction of certain public infrastructure and development impact fees associated with the projects

Discussion of Proposed CFD No. 2024-1

- The Dublin Centre project is divided into six tax zones based on the type and size of the homes being sold. The maximum tax rate is based on the average estimated selling price of homes in each tax zone.
- Resolution to Incur Bonded Indebtedness sets a not to exceed amount of $55 Million.

Proposed Effective Tax Rate

	3 Story Option	ADU Option	2 Story Option	ROW Townhomes	Shophouses	Entry Level Townhomes	Total Average
Estimated Average Base Sales Price (1)	$1,975,000	$1,876,000	$ 1,786,000	$ 1,404,000	$ 1,214,000	$ 991,000	$ 1,541,000
Ad Valorem (2)	$ 24,834	$ 23,589	$ 22,457	$ 17,654	$ 15,265	$ 12,461	$ 19,377
Other Charges (3)	$ 1,230	$ 1,230	$ 1,230	$ 1,230	$ 1,230	$ 1,230	$ 1,230
Proposed Services Taxes (4)	**$ 469**	**$ 469**	**$ 469**	**$ 469**	**$ 469**	**$ 469**	**$ 469**
Proposed CFD Facilities Taxes (4)	**$ 8,097**	**$ 7,271**	**$ 7,210**	**$ 5,301**	**$ 4,651**	**$ 2,630**	**$ 5,860**
Total	$ 34,630	$ 32,559	$ 31,366	$ 24,654	$ 21,615	$ 16,790	$ 26,936
Total Proposed CFD No. 2024-1 Taxes	**$ 8,566**	**$ 7,740**	**$ 7,679**	**$ 5,770**	**$ 5,120**	**$ 3,099**	**$ 6,329**
Estimated Effective Tax Rate	**1.75%**	**1.74%**	**1.76%**	**1.76%**	**1.78%**	**1.69%**	**1.75%**

(1) Prices per RCLCO report dated 9.18.24

(2) Estimated at 1.2574% per DPFG analysis dated 10.01.24

(3) Estimate per DPFG analysis dated 10.01.24

(4) Per Draft RMA from Goodwin Consulting Group

Staff Recommendation

- Adopt **Resolution** Declaring Intention to Form a Community Facilities District and Levy Special Taxes in the City of Dublin Community Facilities District No. 2024-1 (Dublin Centre) to Finance Certain Public Services and the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District

- Adopt **Resolution** Declaring Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for City of Dublin Community Facilities District No. 2024-1 (Dublin Centre)

- If the above Resolutions are adopted, the City Council hereby sets **November 19, 2024, at 7:00 p.m.**, at the City of Dublin Civic Center Council Chambers located at 100 Civic Plaza, Dublin, California 94568, as the time and place for a hearing by the City Council on the proposed bond issue. At that time and place any persons interested, including any persons owning property in the CFD, will be heard

Next Steps

- Should the City Council approve tonight's **Resolutions** the City and the Developers will proceed with preparation of legal documents for the public hearing and related City Council actions scheduled for November 19, 2024, which will include the following actions:
    1. Hold Public Hearing
    2. Adopt Resolution of Formation of the CFD
    3. Adopt Resolution Deeming it Necessary to incur Bonded Indebtedness for CFD
    4. Adopt Resolution Calling the Election
    5. Conduct Landowner-Voter Election
    6. Adopt Resolution Declaring Election Results
    7. Introduce Ordinance Levying a Special Tax (First Reading)

- Following the November 19, 2024 meeting, the City Council will, at a future meeting, consider adoption of the Ordinance Levying a Special Tax, which will authorize the CFD to levy special taxes within the CFD as well as the issuance of special tax bonds for the CFD

Questions?