

COUNCILMEMBERS

Dr. Sherry Hu, Mayor
Jean Josey, Vice Mayor
Michael McCorriston, Councilmember
Kashef Qaadri, Councilmember
John Morada, Councilmember



Peter W. Snyder Council Chamber
Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

Regular Meeting of the **DUBLIN CITY COUNCIL**

Tuesday, July 21, 2026

**Location: Peter W. Snyder
Council Chamber
100 Civic Plaza
Dublin, CA 94568**

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

- *Mayor Hu will be attending the Regular Meeting via teleconference from Holiday Inn Lower East Side, Lobby, 150 Delancey Street, New York, NY.*
- *Councilmember Qaadri will be attending the Regular Meeting via teleconference from Alaia Belize, Spa Lobby, Sea Grape Drive, San Pedro Ambergris Caye, Belize.*

The public shall have the opportunity to address the City Council at this teleconference location pursuant to Government Code §54954.3. All votes during the teleconference session will be conducted by roll call vote. The teleconference location is accessible to the public and the agenda will be posted at the teleconference location 72 hours before the meeting.

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

This City Council meeting will be broadcast live on Comcast TV channel 28 beginning at 7:00 p.m. This meeting will also be livestreamed at tv28live.org and on the City's website at: <https://dublin.ca.gov/watchmeetings>

Members of the public have the option of giving public comment in person or via two-way telephonic service. Additional information about providing public comment via two-way telephonic service can be found at the end of this agenda.

Two-way telephonic service dial-in and link:

Join from PC, Mac, iPad, or Android:
<https://dublinca.zoom.us/j/82233490183>

Dial in phone number:
1 669 900 9128
Webinar ID: 822 3349 0183

CLOSED SESSION

I. Public Employee Performance Evaluation

Title: City Manager

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Introduction of Garrison Commander of Parks Reserve Forces Training Area, Lieutenant Colonel Tony S. Ibrahim and Sergeant Major David Oduro-Boafo

The City Council will welcome the new Garrison Commander of Parks Reserve Forces Training Area, Lieutenant Colonel Tony S. Ibrahim and Sergeant Major David Oduro-Boafo.

STAFF RECOMMENDATION:

Welcome the Garrison Commander, Lieutenant Colonel Tony S. Ibrahim and Sergeant Major David Oduro-Boafo.

[Staff Report](#)

[Attachment 1 - Lieutenant Colonel Tony S. Ibrahim Biography](#)

[Attachment 2 - Sergeant Major David Oduro-Boafo Biography](#)

3.2 Parks Make Life Better Month Proclamation

The City Council will present the Parks Make Life Better Month proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

[Staff Report](#)

[Attachment 1 - Parks Make Life Better Proclamation](#)

3.3 Employee Introductions

New City of Dublin staff members will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin staff members.

[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 City 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 regarding the proper procedure for placing 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, subdivisions (b)(1)-(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 June 16, 2026 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the June 16, 2026 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 16, 2026 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 - June 16, 2026 Regular City Council Meeting Minutes](#)

5.2 Agreements for Special Events Equipment Rental and Services

The City Council will consider approving agreements with Special Events Rentals and HERC Rentals, Inc. to provide as-needed equipment and services related to the tenting, staging, and electrical components of City-produced special events.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreements with Special Events Rentals and HERC Rentals, Inc. for City-Produced Special Event Rental Services.

[Staff Report](#)

[Attachment 1 - Resolution Approving Agreements with Special Events Rentals and HERC Rentals, Inc. for City-Produced Special Events Rental Services](#)

[Attachment 2 - Exhibits A and B to the Resolution - Agreements with Special Events Rentals and HERC Rentals, Inc.](#)

[Attachment 3 - Exhibit C to the Resolution - OMNIA Partners Master Contract and Current Amendment - HERC Rentals, Inc.](#)

[Attachment 4 - Request for Proposals](#)

5.3 Facility Naming Policy

On May 5, 2026 the City Council reviewed a proposed Facility Naming Policy. Following a discussion, the City Council directed Staff to make modifications and present the Policy to the Parks and Community Services Commission for review and recommendation. The City Council will now consider adopting the revised Facility Naming Policy.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Facility Naming Policy.

[Staff Report](#)

[Attachment 1 - Resolution Approving the City Council Facility Naming Policy](#)

[Attachment 2 - Exhibit A to the Resolution - Facility Naming Policy](#)

[Attachment 3 - Parks and Community Services Commission Staff Report dated June 15, 2026 \(without attachments\)](#)

5.4 First Amendment to the Development Agreement for the SCS Dublin Project (Dublin Centre) (PLPA-004414-2026)

On June 16, 2026 the City Council considered a request by the Applicant, Landsea Homes of California LLC to approve a First Amendment to the Development Agreement for the SCS Dublin Project (Dublin Centre). The request is focused on amending Section 5.9.2 and the restrictions on issuance of residential building permits prior to non-residential building permits. The City Council waived the first reading and introduced the Ordinance amending the Development Agreement. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Approving a First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California, LLC.

[Staff Report](#)

[Attachment 1 - Ordinance Approving the First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California LLC](#)

[Attachment 2 - Exhibit A to Ordinance - First Amendment to Development Agreement for SCS Dublin Project](#)

[Attachment 3 - City Council Staff Report dated June 16, 2026 \(without attachments\)](#)

5.5 Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517, Acceptance of Work

The City Council will consider accepting the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517, that installed rectangular rapid flashing beacons, modified existing curb ramps, and minor improvements at the following locations: Amador Valley Boulevard/Burton Street, Central Parkway/Aspen Street, and Grafton Street/Antone Way. The project also modified the traffic signals and curb ramp at Central Parkway/Hibernia Drive.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517.

[Staff Report](#)

[Attachment 1 - Resolution Accepting The Citywide Bicycle And Pedestrian Improvements - Safe Routes To School Project, CIP No. ST0517](#)

[Attachment 2 - CIP No. ST0517 - Citywide Bicycle and Pedestrian Improvements](#)

5.6 First Reading of Ordinance Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 and Providing for an Increase in Salary for City Councilmembers and a Decrease in Salary for the Mayor

The City Council will consider introducing an ordinance revising the Dublin Municipal Code to provide for an adjustment to the City Council salary and to the additional Mayor salary. The adjustments would become operative following certification of the November 2026 General Municipal Election. The City Council considered this item on June 2, 2026 and the ordinance failed to be introduced. Under Item 9 on June 16, the City Council by consensus requested the item return for consideration on the Consent Calendar.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 to Change the Salary for Members of the City Council and the

Additional Salary for the Mayor After New Terms of Office Start After the November 2026 General Municipal Election.

[Staff Report](#)

[Attachment 1 - Ordinance Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 to Change the Salary for Members of the City Council and the Additional Salary for the Mayor](#)

[Attachment 2 - Dublin Municipal Code Section 2.08.020 and 2.08.040](#)

5.7 Amendment No. 1 to Freeway Maintenance Agreement With the California Department of Transportation for Maintenance of Improvements Within the State Right-of-Way

The City Council will consider amending the Freeway Maintenance Agreement with the California Department of Transportation (Caltrans) to include Caltrans insurance requirements and expand the list of maintenance locations for non-freeway improvements within the Dublin city limits to include new improvements constructed by Landsea Homes of California LLC for the Dublin Centre Project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a First Amendment to the Freeway Maintenance Agreement With the California Department of Transportation for Maintenance of Improvements Within the State Right-of-Way.

[Staff Report](#)

[Attachment 1 - Resolution Approving a First Amendment to the Freeway Maintenance Agreement with the California Department of Transportation for Maintenance of Improvements within the State Right-of-Way](#)

[Attachment 2 - Exhibit A to the Resolution - Amendment No. 1 to Freeway Maintenance Agreement in the City of Dublin](#)

[Attachment 3 - Exhibit B to the Resolution - Improvement Plan Tassajara Road](#)

[Attachment 4 - 2000 Freeway Maintenance Agreement between State Department of Transportation and City of Dublin](#)

5.8 Iron Horse Nature Park and Open Space - Phase 1 Project, CIP No. PK0422 Acceptance of Work

The City Council will consider accepting the Iron Horse Nature Park and Open Space - Phase 1 Project, CIP No. PK0422. The project constructed the first phase of the 12.13-acre Iron Horse Nature Park and Open Space, located adjacent to the existing Iron Horse Regional Trail and Amador Valley Boulevard.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Iron Horse Nature Park and Open Space - Phase 1 Project, CIP No. PK0422.

[Staff Report](#)

[Attachment 1 - Resolution Accepting Iron Horse Nature Park and Open Space - Phase 1 Project, CIP No. PK0422](#)

[Attachment 2 - CIP No. PK0422 - Iron Horse Nature Park and Open Space](#)

5.9 Actions Taken During City Council Recess

The City Council will receive a report on the administrative actions taken during the City Council recess between June 17, 2026 and July 20, 2026 related to the Pedestrian and ADA Infrastructure Improvements for the Annual Street Resurfacing Project, CIP Nos. ST0117 and ST0517, and the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Summary of Bids - Pedestrian and ADA Infrastructure Improvements for the Annual Street Resurfacing Project

Attachment 2 - Summary of Bids - Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School

Attachment 3 - Resolution No. 43-26 Delegating Authority to the City Manager for the Pedestrian and ADA Infrastructure Improvements, CIP Nos. ST0117 & ST0517, During City Council Recess

Attachment 4 - Resolution No. 44-26 Delegating Authority to the City Manager for the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School, CIP No. ST0119, During City Council Recess

Attachment 5 - CIP No. ST0117 - Annual Street Resurfacing

Attachment 6 - CIP No. ST0517 - Citywide Bicycle and Pedestrian Improvements

Attachment 7 - CIP No. ST0119 Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School

5.10 Alameda County Transportation Commission 2028 Comprehensive Investment Plan - Resolutions of Local Support for Projects

The City Council will consider approving resolutions of local support for grant applications for the Alameda County Transportation Commission 2028 Comprehensive Investment Plan funding opportunity, including the Safe Routes to School Capital Grant Pilot Program. Grant applications will seek funding for the Dublin Boulevard Extension from Fallon Road to North Canyons Parkway - Phase 1A project, CIP No. ST0216, Pedestrian Improvements included in the Fiscal Year 2027-28 Annual Street Resurfacing project, CIP No. ST0117, and a coordinated, joint application with the City of Pleasanton for Local Street Resurfacing at I-580 Interchanges project, CIP No. ST0227.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for Dublin Boulevard Extension from Fallon Road to North Canyons Parkway - Phase 1A Project, CIP No. ST0216, and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project; and 2) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the 2027-28 Pedestrian Improvements for Annual Street Resurfacing, CIP No. ST0117, and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project.

Staff Report

Attachment 1 - Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Dublin Boulevard Extension from Fallon Road to North Canyons Parkway - Phase 1A Project, CIP No ST0216

Attachment 2 - Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the 2027-2028 Pedestrian Improvements for Annual Street Resurfacing Project, CIP No ST0117

Attachment 3 - 2026-2031 CIP No. ST0216

Attachment 4 - 2026-2031 CIP No. ST0117

Attachment 5 - 2026-2031 CIP No. ST0227

5.11 Mayor's Appointments to Senior Center Advisory Committee Unscheduled Alternate Vacancies

The City Council will consider the Mayor's appointments to fill unscheduled alternate vacancies on the Senior Center Advisory Committee.

STAFF RECOMMENDATION:

Confirm the Mayor's appointments of Celia Ngan and Shazia Nomani to the unscheduled alternate vacancies on the Senior Center Advisory Committee with terms ending December 2026.

[Staff Report](#)

[Attachment 1 - Senior Center Advisory Committee Applications](#)

5.12 Payment Issuance Report and Electronic Funds Transfer

The City Council will receive a listing of payments issued from June 1, 2026 – June 30, 2026 totaling \$13,033,103.44.

STAFF RECOMMENDATION:

Receive the report.

[Staff Report](#)

[Attachment 1 - Payment Issuance Report for June 2026](#)

5.13 Amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement with The Related Companies of California for the Amador Station Project (PLPA-2021-00019)

The City Council will consider approving an amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement with The Related Companies of California LLC (Related) for the Amador Station project. Amador Station is a future 300-unit affordable housing development located on Golden Gate Drive adjacent to the West Dublin/Pleasanton BART Station within the Downtown Dublin Specific Plan area. Related is requesting an extension to the Residential Allocation Terms as they continue to pursue funding for the project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement Between the City of Dublin and The Related Companies of California LLC for the Amador Station Affordable Housing Project.

[Staff Report](#)

[Attachment 1 - Resolution Approving an Amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Housing Assistance Agreement Between the City of Dublin and The Related Companies of California LLC](#)

[Attachment 2 - Exhibit A to the Resolution - Amendment to the First Amended and Restated Community Benefit Program Agreement Between the City of Dublin and The Related Companies of California LLC.](#)

[Attachment 3 - Exhibit B to Resolution - Amendment to the Amended and Restated Affordable Housing Agreement Between the City of Dublin and The Related Companies of California LLC](#)

[Attachment 4 - First Amended and Restated Community Benefit Agreement Between the City of Dublin and The Related Companies of California LLC](#)

[Attachment 5 - First Amended and Restated Affordable Housing Assistance Agreement Between the City of Dublin and The Related Companies of California LLC](#)

5.14 Approving the Third Amendment to the Energy Savings Performance Contract With Willdan Energy Solutions for the Citywide Energy Improvements Project, CIP No. GI0121

The City Council will consider approving a third amendment to the Energy Savings Performance Contract with Willdan Energy Solutions for the Citywide Energy Improvements Project, CIP No. GI0121 to complete energy efficiency upgrades and related work at the Civic Center.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Third Amendment to the Energy Savings Performance Contract with Willdan Energy Solutions for the Citywide Energy Improvements Project, CIP No. GI0121.

[Staff Report](#)

[Attachment 1 - Resolution Approving a Third Amendment to the Energy Savings Performance Contract with Willdan Energy Solutions for the Citywide Energy Improvements Project, CIP No. GI0121](#)

[Attachment 2 - Exhibit A to the Resolution - Third Amendment to the Energy Savings Performance Contract with Willdan Energy Solutions](#)

[Attachment 3 - Design-Build Energy Savings Performance Contract with Willdan Energy Solutions and the First and Second Amendments](#)

[Attachment 4 - Resolution No. 114-21 Approving a Lease Financing and the Issuance and Sale of Lease Revenue Bonds by the Dublin Financing Authority to Finance Energy Efficiency Capital Improvements, and Approving Related Documents and Official Actions](#)

[Attachment 5 - CIP No. GI0121](#)

[Attachment 6 - Budget Change Form](#)

6. PUBLIC HEARING

6.1 Declare Results of Proposition 218 Ballot Proceedings and Order Levy of Assessments for Street Lighting Maintenance Districts 1983-1 and 1999-1

The City Council initiated the formation of Street Light Assessment District 2026-1 to consolidate and replace Street Lighting Maintenance Districts (SLMDs) 1983-1 and 1999-1 via a Proposition 218 process. At the public tabulation of property owner ballots on June 17, 2026 the weighted ballots returned in opposition exceeded those returned in support. Therefore, the proposed formation of SLAD 2026-1 was not approved and SLMDs 1983-1 and 1999-1 remain in effect. The City Council will consider adopting a resolution declaring the results of the ballot proceedings for SLAD 2026-1 and consider approving the Engineer's Reports and the levy of special assessments for SLMDs 1983-1 and 1999-1.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Declaring the Results of the Property Owner Ballot Tabulation for the Proposed Formation of Street Lighting Assessment District 2026-1; 2) conduct a Public Hearing, deliberate, and adopt the **Resolution** Approving the Engineer's Reports, Confirming Diagrams and Assessments, and Ordering the Levy of Assessments for Street Lighting Maintenance Districts 1983-1 and 1999-1 for Fiscal Year 2026-27; and 3) approve the budget change.

[Staff Report](#)

[Attachment 1 - Resolution Declaring the Results of the Property Owner Ballot Tabulation for the Proposed Formation of Street Lighting Assessment District 2026-1](#)

[Attachment 2 - Resolution Approving the Engineer's Reports, Confirming Diagrams and Assessments, and Ordering Levy of Assessments for Street Lighting Maintenance Districts 1983-1 and 1999-1 for Fiscal Year 2026-27](#)

[Attachment 3 - Fiscal Year 2026-27 Engineer's Report for Street Lighting Maintenance District 1983-1](#)

[Attachment 4 - Fiscal Year 2026-27 Engineer's Report for Street Lighting Maintenance District 1999-1](#)

[Attachment 5 - Budget Change Form](#)

[Item 6.1 - PowerPoint Presentation](#)

6.2 Assembly Bill 562 (2013) Final Outcome Report on Economic Development Subsidy Provided to Pacific Catch Inc.

The City Council will hold a public hearing on the final outcome report for the economic development subsidy provided to Pacific Catch Inc. through the City's Sewer Capacity Assistance Program.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and accept the report.

[Staff Report](#)

[Attachment 1 - 2026 Final Outcome Report on Economic Development Subsidy Provided to Pacific Catch Inc.](#)

[Item 6.2 - PowerPoint Presentation](#)

7. UNFINISHED BUSINESS

7.1 Ballot Measure to Amend Dublin Municipal Code Chapter 3.16 to Increase the Rate of the Transient Occupancy Tax

The City Council will consider placing a measure on the November 2026 ballot to increase the City's existing eight percent Transient Occupancy Tax (TOT) rate. The proposed ballot measure would increase the Transient Occupancy Tax by four percentage points through a phased implementation, increasing the rate from 8 percent to 10 percent effective July 1, 2027 and to 12 percent effective July 1, 2028, and would include an exemption for military families. The proposed measure has been structured as a general tax. Revenues generated through the measure would continue to be deposited into the General Fund and used for general governmental purposes as determined through the annual budget process. As a general tax measure, the proposed Resolution requires approval by at least four affirmative votes of the City Council for placement on the November 3, 2026 ballot. The measure would require approval by a simple majority (50 percent plus one) of Dublin voters at the November 3, 2026 General Municipal Election.

STAFF RECOMMENDATION:

Adopt the **Resolution** Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Chapter 3.16 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax and Establish a Military Family Exemption; Calling for an Election to be Consolidated With the Statewide General Election to be Held on November 3, 2026; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; And Providing for Notice Thereof.

[Staff Report](#)

[Attachment 1 - Resolution Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Chapter 3.16 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax and Establish a Military Family Exemption](#)

[Attachment 2 - Exhibit A to the Resolution - Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax and Establish a Military Family Exemption](#)

8. NEW BUSINESS

8.1 Two-Year Strategic Plan Update and Final Report for Fiscal Years 2024-25 and 2025-26

The City Council will receive an update and final report on the City's Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26.

STAFF RECOMMENDATION:

Receive the report and presentation.

[Staff Report](#)

[Attachment 1 - FY2024-2026 Strategic Plan Year 2 Update and Final Report](#)

[Attachment 2 - August 19, 2025 City Council Staff Report \(without attachments\)](#)

[Item 8.1 - PowerPoint Presentation](#)

9. CITY MANAGER AND CITY COUNCIL REPORTS

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

10. ADJOURNMENT

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.

Procedure for Public Comment Via Two-Way Telephonic Service

Using either of the following two methods, members of the public can indicate that they wish to make public comment virtually by two-way telephonic service.

The telephonic dial-in (call-in) number and link are published above.

- **Dial into the telephonic option or click on the link on this agenda and join the meeting.** When the Mayor announces the beginning of the item, use the raise-hand feature to indicate a desire to make public comment on that item. Requests must be made before the staff presentation on an agenda item ends, or before the public comment period on non-agenda items is closed. To raise a hand on the telephone, press *9; OR
- **Fill out an online speaker slip.** The speaker slip will be made available here at 10:00 a.m. the morning of the meeting. Speaker slips will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agenda items is closed.

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. In-person public comment will be taken first, followed by virtual speakers with submitted speaker slips, then those with hands raised on the two-way telephonic service. The speaker will be unmuted to give public comment via Zoom. If connected via telephone, press *6 on the phone's dial pad to unmute the line when prompted.

This AGENDA is posted in accordance with Government Code section 54954.2, subdivision(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 at (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.



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Introduction of Garrison Commander of Parks Reserve Forces Training Area, Lieutenant Colonel Tony S. Ibrahim and Sergeant Major David Oduro-Boafo
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will welcome the new Garrison Commander of Parks Reserve Forces Training Area, Lieutenant Colonel Tony S. Ibrahim and new Sergeant Major David Oduro-Boafo.

STAFF RECOMMENDATION:

Welcome the Garrison Commander, Lieutenant Colonel Tony S. Ibrahim and Sergeant Major David Oduro-Boafo.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The new Garrison Commander of Parks Reserve Forces Training Area, Lieutenant Tony S. Ibrahim and the new Sergeant Major David Oduro-Boafo, who started on July 8, 2026, will be welcomed.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Lieutenant Colonel Tony S. Ibrahim Biography
- 2) Sergeant Major David Oduro-Boafo Biography



LTC Tony S. Ibrahim

Incoming Commander, PRFTA

LTC Ibrahim comes to PRFTA from the Office of the Chief of Army Reserve, Senior Leader Development Office where he serves as an AGR Colonel Talent Manager. Originally from Raleigh, North Carolina he received his commission through Officer Candidate School at Fort Benning, Georgia in 2008.

LTC Ibrahim's initial active-duty assignment was serving as the Battalion S1, 425th Brigade Special Troops Battalion (Airborne) (BSTB) in Anchorage, Alaska from September 2008 to March 2011. During his tenure at the 425th BSTB, LTC Ibrahim deployed for a year to Afghanistan in support of Operation Enduring Freedom.



LTC Ibrahim entered the Army Reserve in March 2011 where he has held numerous leadership and staff positions. Positions include Commander, 872nd Support Maintenance Company, Ogden, Utah; Brigade S1, 96th Sustainment Brigade, Salt Lake City, Utah; HROB HR Officer, 364th Expeditionary Sustainment Command, Marysville, Washington; Senior Human Resources Officer, 81 Readiness Division, Fort Jackson, South Carolina; Senior Human Resources Officer, 4th Expeditionary Sustainment Command, Joint Base San Antonio, Texas; AGR Distribution Account Manager, Human Resources Command, Fort Knox, Kentucky; and HHC Commander, Human Resources Command, Fort Knox, Kentucky.

LTC Ibrahim's military awards and decorations include the Bronze Star Medal, Meritorious Service Medal with two Oak Leaf Clusters, Army Commendation Medal, Army Reserve Components Achievement Medal, Meritorious Unit Citation, National Defense Service Medal, Afghanistan Campaign Medal with one Campaign Star, Global War on Terrorism Service Medal, Army Service Ribbon, Overseas Ribbon, NATO Medal, the Parachutist Badge, and the Army Staff Identification Badge.

LTC Ibrahim's education includes a Bachelor of Science degree in Business Management from North Carolina State University, a Master of Arts Degree in Human Resources Management from Webster University, a Master of Arts Degree in Defense and Strategic Studies from the Naval War College, and he is Senior Professional in Human Resources (SPHR) Certified.

LTC Ibrahim currently resides in Rineyville, Kentucky with his wife Christine and their two sons, Jayson and Justin.



Sergeant Major David Oduro-Boafo

Sergeant Major David Oduro-Boafo, a native of Grand Rapids, Michigan, began his military career in April 2002. He completed Basic Combat Training and Advanced Individual Training at Fort Leonard Wood, Missouri. Upon completion of training, he was awarded the primary Military Occupational Specialty (MOS) of 68J, Medical Logistics Specialist, and later earned the additional MOS of 79V, Army Reserve Career Counselor.

Sergeant Major Oduro-Boafo has held a diverse range of key positions, including Medical Logistics Sergeant, Army Reserve Career Counselor, RCMS-SRB and Certification Team NCOIC, Area Leader, Senior Sustainment NCO, and Battalion Sergeant Major. His most recent assignment was as Senior USAR Army Reserve Career Counselor at Headquarters Department of the Army G-1, Directorate of Military Personnel Management (DMPM).

Sergeant Major Oduro-Boafo's assignments include stateside postings in Kalamazoo, Michigan; Grand Rapids, Michigan; Fort Douglas, Utah; Fort Story, Virginia; Saint Charles, Missouri; and Washington, D.C at the Pentagon. His overseas service includes deployments to Camp Arifjan, Kuwait (2003), and Bagram, Afghanistan (2010).

Sergeant Major Oduro-Boafo's military education and training portfolio is comprehensive, featuring completion of the Medical Logistic Specialist Course, Warrior Leadership Course, Basic Noncommissioned Officer's Course, Army Reserve Career Counselor Course, Airborne Course, Senior Leadership Course, Battle Staff, Hazmat Course, Transition NCO Course, Master Fitness Trainer Course, Reserve Component Unit Mobilization Planner Course, Battalion Pre-Command Course, Garrison Pre-Command Course, How the Army Runs, and Action Officer Integration Course. He is a graduate of the non-resident United States Army Sergeants Major Academy, Fort Bliss, Texas, Sergeants Major Course Distance Learning (SMC-DL) Class 48, 001-23. SGM Oduro-Boafo also holds a Bachelor of Arts degree from Western Michigan University (2004) and a Master's degree from Capella University (2013).

Sergeant Major Oduro-Boafo has been recognized for his distinguished service with numerous awards and decorations. These include the Meritorious Service Medal (4), Army Commendation Medal (2), Army Achievement Medal (2), Military Outstanding Volunteer Service Medal, Career Counselor Badge, Staff Badge, Airborne Badge, and the German Armed Forces Proficiency Badge. Sergeant Major Oduro-Boafo's awards, badges and decorations are consistent with those of most Soldiers who have had the honor to serve the United States Army over the period of two decades.

Sergeant Major Oduro-Boafo resides in Dublin, California. He is married to Kristen, and they are the parents of fourteen-year-old twin sons, Rok and Vic; a twenty-three-year-old daughter, Taeya; and a four-year-old granddaughter, Alessi.



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Parks Make Life Better Month Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present the Parks Make Life Better Month proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Parks Make Life Better Month is celebrated in July, highlighting the importance of parks and recreation to community well-being. It aims to raise awareness of the numerous benefits that parks and recreation provide, including promoting physical and mental health, fostering social connections, and enhancing overall quality of life.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Parks Make Life Better Month Proclamation

**A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA**

“Parks Make Life Better Month”

WHEREAS, parks and recreation promote physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity; and support the economic vitality of communities by partnering with local businesses and non-profits, and offering events for resident engagement; and

WHEREAS, parks and recreation create memorable experiences through youth sports and enrichment activities, teen centers and programs, senior activity centers, adult fitness and enrichment programs, free community events, and beyond; and foster social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to their benefits; and

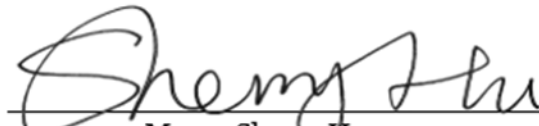
WHEREAS, parks and recreation strengthen community identity with facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and facilitate community issue resolution by providing safe spaces to come together peacefully and serving as key points of service, helping our communities heal both physically and emotionally; and

WHEREAS, parks and recreation sustain and steward our natural resources by protecting habitats and open space, connecting people to nature, and promoting the ecological function of parkland; and support safe, vibrant, attractive, and progressive communities that make life better through positive alternatives offered in their recreational opportunities; and

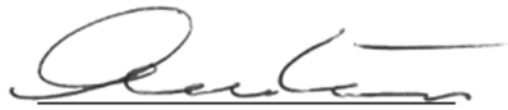
WHEREAS, parks and recreation remain versatile and innovative in providing vital services to communities through local, national, or global emergencies, all while adhering to guidelines set forth by governing agencies.

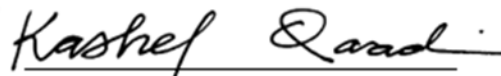
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby proclaim July 2026 to be Parks Make Life Better Month, and recognizes the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all residents.

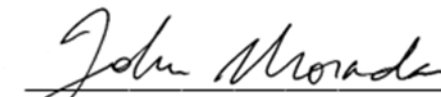
DATED: July 21, 2026


Mayor Sherry Hu


Vice Mayor Jean Josey


Councilmember Michael McCorriston


Councilmember Kashef Qaadri


Councilmember John Morada



STAFF REPORT CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin staff members will be introduced.

STAFF RECOMMENDATION:

Welcome new staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin staff members will be introduced: Jacob Allred, Public Works Maintenance Manager, Public Works Department; Akanksha Hanumakonda, Intern, Public Works Department; Manimegalai Vaiyapuri, Intern, City Clerk's Office; Margaret Rodriguez, Recreation Coordinator, Parks and Community Services Department; and Talia Gonzalez, Limited Term Management Analyst I, City Manager's Office.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of June 16, 2026 Regular City Council Meeting Minutes
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the minutes of the June 16, 2026 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 16, 2026 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approving the minutes of the June 16, 2026 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) June 16, 2026 Regular City Council Meeting Minutes



MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: June 16, 2026

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/watchmeetings>.

Pursuant to Government Code 54953.8.3(c)(1) – Vice Mayor Josey was caring for a parent and participated remotely under the Just Cause Remote Participation provision. All votes during the teleconference session were conducted by roll call vote.

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, June 16, 2026** in the Peter W. Snyder Council Chamber, located at 100 Civic Plaza, Dublin, CA 94568. The meeting was called to order at 7:00 PM, by Mayor Hu.

1) CALL TO ORDER

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

2) PLEDGE OF ALLEGIANCE

Vice Mayor Josey announced she was participating remotely under the Just Cause Remote Participation provision pursuant to Government Code 54953.8.3(c)(1).

3) PRESENTATIONS AND PROCLAMATIONS

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

The City Council recognized the outgoing Garrison Command Staff, Lieutenant Colonel Richard B. King and Command Sergeant Major Steven D. Lorey.

3.2) Recognition of the 2026 Dublin Pride Week Contest Winners

The City Council recognized the 2026 Dublin Pride Week Photography, Poster, and Essay Contest Winners.

4) PUBLIC COMMENT

June Dhar provided public comment.

Caryl Woodford-Peterson provided public comment.

5) CONSENT CALENDAR

City Attorney John Bakker noted that the Staff Report under Consent Calendar Item 5.15 included salary and compensation adjustments for department heads. The recommended action approves a 1.7% cost-of-living adjustment to salaries and salary schedules for all department heads and executive classifications. This adjustment is based on the cost-of-living adjustment included in the City's Benefit Plan previously adopted by the City Council on September 5, 2023.

- 5.1) Approved the June 2, 2026 Regular City Council Meeting Minutes.
- 5.3) Adopted Resolution No. 45-26 titled, "Approving an Appropriations Limit for Fiscal Year 2026-27."
- 5.4) Adopted Resolution No. 46-26 titled, "Approving an Agreement with Lynx Technologies, Inc. for GIS Consulting Services."
- 5.6) Adopted Resolution No. 52-26 titled, "Approving a Second Amendment to the Consulting Services Agreement Between the City of Dublin and Willdan Energy Solutions, Inc."; and Resolution No. 53-26 titled, "Approving a Second Amendment to the Contractor Services Agreement Between the City of Dublin and Tri-Valley Janitorial Service & Supply, Inc."
- 5.7) Adopted Resolution No. 54-26 titled, "Authorizing the Continued Participation of the City of Dublin in the Alameda County Urban County for Community Development Block Grant Funds and Authorizing Execution of the Cooperation Agreement Between the City and County of Alameda Regarding Participation in the Alameda County Urban County for Community Development Block Grant Funds."
- 5.8) Approved the Heritage and Cultural Arts Commission's recommendation for the 2026 Utility Box Art Program.
- 5.11) Directed Staff to review the City's Conflict of Interest Code and take the appropriate action.

- 5.12) Adopted Resolution No. 58-26 titled, “Approving the Public Art Agreement with Rough Edge Collective for the Dublin Library/Civic Center Public Art Mural Project.”
- 5.13) Received the report of payments issued from May 1, 2026 – May 31, 2026 totaling \$15,126,284.01.
- 5.15) Adopted Resolution No. 60-26 titled, “Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules”; Resolution No. 61-26 titled, “Establishing a Salary Plan for Management Positions Exempt from Competitive Service in Accordance with the Personnel Rules”; and Resolution No. 62-26 titled, “Amending the Classification Plan.”

On a motion by Councilmember McCorriston, seconded by Councilmember Qaadri, and by unanimous roll call vote, the City Council adopted the Consent Calendar, except for items 5.2, 5.5, 5.9, 5.10, and 5.14.

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

- 5.2) *Adopted Resolution No. 43-26 titled, “Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award and Execute Construction Contracts for the Pedestrian and ADA Infrastructure Improvements for the Annual Street Resurfacing, CIP Nos. ST0117 & ST0517, During City Council Recess” and Resolution No. 44-26 titled, “Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award and Execute Construction Contracts for Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School, CIP No. ST0119, During City Council Recess.”*

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

- 5.5) *Adopted Resolution No. 47-26 titled, “Approving Agreements for On-Call Development Review with 4Leaf, Inc., Coulson & Associates, Pakpour Consulting Group, and SNG & Associates, Inc”; Resolution No. 48-26 titled, “Approving Agreements for On-Call Geology & Geotechnical Engineering Services with BSK Associates, ENGEO, and Geocon Consultants, Inc”; Resolution No. 49-26 titled, “Approving Agreements for On-Call Intelligent Transportation Systems with Advanced Mobility Group, Kimley-Horn and Associates, Inc., and Novani, LLC”; Resolution No. 50-26 titled, “Approving Agreements for On-Call Special Inspection & Materials Testing with BSK Associates, Consolidated Engineering Laboratories, Construction Testing Services, Inc., Geocon Consultants, Inc., and Ninyo & Moore”; and Resolution No. 51-26 titled, “Approving Agreements for On-Call Transportation Planning and Engineering Services with Fehr & Peers, GHD,*

Ghirardelli Associates, Inc., Iteris, Inc., Kimley-Horn and Associates, Inc., and Kittelson & Associates, Inc.”

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

- 5.9) *Adopted Resolution No. 55-26 titled, “Directing Preparation of Annual Engineer’s Reports for Street Lighting Maintenance Districts 1983-1 and 1999-1”; and Resolution No. 56-26 titled, “Approving the Preliminary Engineer’s Reports, Declaring the Intention to Levy and Collect Assessments, and Scheduling a Time and Place for Hearing Protests for Street Lighting Maintenance Districts 1983-1 and 1999-1.”*

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

- 5.10) *Adopted Resolution No. 57-26 titled, “Approving an Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2026-27.”*

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

- 5.14) *Adopted Resolution No. 59-26 titled, “Calling for a General Municipal Election to be Held in the City of Dublin on November 3, 2026, Requesting the Alameda County Board of Supervisors Consolidate the City of Dublin General Municipal Election with the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate’s Statement and the Costs Thereof,” and affirmed Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices.*

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

On a motion by Councilmember McCorriston and seconded by Councilmember Qaadri, and by unanimous roll call vote, the City Council adopted Consent Calendar item 5.14 as amended to change the maximum deposit amount to \$250 for City Council district candidates and \$500 for citywide candidates, and the City will not invoice for any costs in excess of the deposit.

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

On a motion by Councilmember Qaadri and seconded by Councilmember Morada, and by unanimous roll call vote, the City Council adopted Consent Calendar items 5.2, 5.5, 5.9, and 5.10.

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

6) PUBLIC HEARING

6.1) Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2026-27 Annual Assessment

The City Council received a presentation on the rates for Garbage Collection, Disposal, and Recycling Services provided by Amador Valley Industries and the 2026-27 Annual Assessment.

Mayor Hu opened the Public Hearing.

Caryl Woodford-Peterson provided public comment.

Mayor Hu closed the Public Hearing.

On a motion by Councilmember Qaadri, seconded by Councilmember McCorriston, and by unanimous roll call vote, the City Council adopted Resolution No. 63-26 titled, "Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2026-27," and Resolution No. 64-26 titled, "Approving the Amended Schedule of Service Rates for Integrated Solid Waste Services."

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

6.2) Engineer's Reports and the Levy of Assessments for Landscaping and Lighting Districts 1983-2, 1986-1, and 1997-1, and for Proposed Street Light Assessment District 2026-1 and Hear Any Objections or Responses

The City Council received a presentation on the Engineer's Reports and the levying of assessments for Landscaping and Lighting Districts 1983-2, 1986-1, and 1997-1.

Mayor Hu opened the Public Hearing.

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

On a motion by Councilmember Qaadri, seconded by Councilmember McCorriston, and by unanimous roll call vote, the City Council adopted Resolution No. 65-26 titled, “Approving the Engineer’s Reports, Confirming Diagrams and Assessments, and Ordering Levy of Assessments for Landscape and Lighting Districts Nos. 1983-2, 1986-1, and 1997-1.”

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

Mayor Hu called a recess at 8:54 PM.

Mayor Hu reconvened the meeting at 9:02 PM.

The City Council received a presentation on the proposed Street Light Assessment District 2026-1.

Mayor Hu opened the Public Hearing.

On a motion by Councilmember McCorriston, seconded by Councilmember Qaadri, and by unanimous roll call vote, the City Council considered written objections and responses for Street Light Assessment District 2026-1, and determined to proceed with the Proposition 218 balloting process.

RESULT:	APPROVED [UNANIMOUS]
MOVED BY:	Michael McCorriston, Councilmember
SECOND:	Kashef Qaadri, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

Mayor Hu closed the Public Hearing.

On a motion by Councilmember Qaadri, seconded by Vice Mayor Josey, and by unanimous roll call vote, the City Council directed Staff to proceed with the Proposition 218 ballot process; publicly tabulate the assessment ballots at 9:00 AM on June 17, 2026 at the Dublin Civic Center; and continue the item to July 21, 2026 at which time ballot tabulation results will be presented and the City Council will consider action on the proposed district and assessments.

RESULT:	APPROVED [UNANIMOUS]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	Jean Josey, Vice Mayor
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

6.3) First Amendment to the Development Agreement for the SCS Dublin Project (Dublin Centre) (PLPA-004414-2026)

Mayor Hu recused herself because her residence was within 500 feet of the SCS Dublin project and is therefore considered to be involved in the decision and left the dais. By City Council consensus, Councilmember McCorriston led the item.

The City Council received a presentation on the proposed First Amendment to the Development Agreement for the SCS Dublin Project (Dublin Centre) (PLPA-004414-2026).

Councilmember McCorriston opened the Public Hearing.

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

Councilmember McCorriston called a recess at 10:06 PM.

Councilmember McCorriston reconvened the meeting at 10:10 PM.

On a motion by Councilmember Qaadri, seconded by Councilmember Morada, and by 4-0 roll call vote, the City Council waived the reading and introduced an Ordinance titled, "Approving a First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California, LLC (PLPA-004414-2026) (APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, and 985-0052-025)," as amended to include language to require that a minimum of three below-market-rate units within the entry level townhomes be constructed prior to the issuance of the 251st residential building permit.

RESULT:	INTRODUCED [4-0]
MOVED BY:	Kashef Qaadri, Councilmember
SECOND:	John Morada, Councilmember
AYES:	Josey, McCorriston, Qaadri, Morada
ABSENT:	Hu

Mayor Hu returned to the dais.

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS

8.1) Electric Vehicle Infrastructure Plan

The City Council received a presentation on the Electric Vehicle Infrastructure Plan in support of the Climate Action Plan 2030 and Beyond.

Mike Grant provided public comment.

On a motion by Councilmember Qaadri, seconded by Vice Mayor Josey, and by unanimous vote, the City Council adopted Resolution No. 66-26 titled, "Approving the Electric Vehicle Infrastructure Plan and Finding the Plan Exempt from the California Environmental Quality Act," and directed Staff to explore compliance and monitoring.

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

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).

By consensus, the City Council directed Staff to place the item regarding the City Council and Mayor salaries on the Consent Calendar on July 21, 2026.

10) ADJOURNMENT

Mayor Hu adjourned the meeting at 11:03 PM.

Mayor

ATTEST:

City Clerk



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Agreements for Special Events Equipment Rental and Services
Prepared by: Ivan San Pedro, Recreation Supervisor

EXECUTIVE SUMMARY:

The City Council will consider approving agreements with Special Events Rentals and HERC Rentals, Inc. to provide as-needed equipment and services related to the tenting, staging, and electrical components of City-produced special events.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Agreements with Special Events Rentals and HERC Rentals, Inc. for City-Produced Special Event Rental Services.

FINANCIAL IMPACT:

The two-year agreements with Special Events Rentals and HERC Rentals, Inc. are for not-to-exceed amounts of \$250,000 and \$120,000, respectively. The City will only pay for services rendered, and expenditures will be limited to adopted budget appropriations. Funding for the agreements is included in the adopted Fiscal Years 2026-27 and 2027-28 Budget.

DESCRIPTION:

The City of Dublin routinely rents equipment for outdoor events produced by the Parks and Community Services Department. This includes the Summer Concert Series, Splatter, the St. Patrick's Day Festival, and the Holiday Tree Lighting. Additionally, the Department anticipates park and facility dedications and groundbreakings in the next two fiscal years. In preparation for these events, Staff conducted a Request for Proposals (RFP) for tenting and staging equipment and services, and identified a cooperative purchasing agreement through which electrical equipment and services are provided.

Tenting and Staging Equipment and Services – Special Events Rentals

Per the City's purchasing policy (Dublin Municipal Code Chapter 2.36), Staff conducted an RFP process to find vendors that provide a wide range of rental equipment for events, including tables, stages, tents, and related event furnishings. The RFP (Attachment 4) was published on the City's website on May 7, 2026 and emailed directly to vendors known to provide similar services.

Three proposals were received in response to the RFP, from Special Events Rentals, Stuart Party Rental, and Latin & Asian Hospitality Group. Staff evaluated each proposal and determined that all three vendors were qualified to perform the services requested. Staff proposes entering into a two-year agreement with Special Events Rentals, which provided the lowest overall bid.

Electrical Equipment and Services – HERC Rentals, Inc.

HERC Rentals, Inc. provides a variety of equipment rental nationwide through a cooperative purchasing agreement with OMNIA Partners. The contract was competitively bid and is a Master Contract that local government agencies can utilize. This procurement method is commonly and effectively used by public agencies throughout the United States to best meet the needs of participating agencies.

The proposed contract with HERC Rentals, Inc. complies with the Dublin Municipal Code, which exempts procurement from the competitive bidding process "when another public agency has administered a competitive bidding process and has a current valid agreement for the same or substantially similar consultant or professional services, general services, supplies, or equipment."

If approved, the City's agreement with HERC Rentals, Inc. would extend beyond the current expiration of the underlying OMNIA Partners master contract, expected in November 2027 once its final renewal option is exhausted. This does not affect the validity of the City's agreement. Once executed, the City's agreement with HERC stands as its own independent contract.

Both agreements (Attachment 2) are for a term beginning on August 1, 2026, and ending on June 30, 2028.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving Agreements with Special Events Rentals and HERC Rentals, Inc. for City-Produced Special Event Rental Services
- 2) Exhibits A and B to the Resolution – Agreements with Special Events Rentals and HERC Rentals, Inc.
- 3) Exhibit C to the Resolution – OMNIA Partners Master Contract and Current Amendment – HERC Rentals, Inc.
- 4) Request for Proposals

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING AGREEMENTS WITH SPECIAL EVENTS RENTALS AND HERC RENTALS, INC.
FOR CITY-PRODUCED SPECIAL EVENT RENTAL SERVICES**

WHEREAS, the City of Dublin routinely rents equipment for outdoor events produced by the Parks and Community Services Department, including the Summer Concert Series, Splatter, the St. Patrick's Day Festival, the Holiday Tree Lighting, and park and facility dedications and groundbreakings; and

WHEREAS, on May 7, 2026 Staff issued a Request for Proposals (RFP) for staging, tenting, tables, chairs, and other event furniture rental services; and

WHEREAS, three companies submitted proposals, and Special Events Rentals was identified as the lowest qualified bidder and is capable of providing services as specified in **Exhibit A**; and

WHEREAS, the City desires to enter into an agreement with Special Events Rentals for an amount not to exceed \$250,000 over a term beginning August 1, 2026 and ending June 30, 2028; and

WHEREAS, electrical equipment and services provided by HERC Rentals, Inc. are available to the City through an existing cooperative purchasing agreement between HERC Rentals, Inc. and OMNIA Partners, and HERC Rentals, Inc. is capable of providing services as specified in **Exhibit B**; and

WHEREAS, Section 2.36.100(B)(9) of the Dublin Municipal Code allows for exceptions to the typical public bidding process when the City is able to procure items from a competitive bid process administered by another public agency; and HERC Rentals, Inc. has a valid pricing agreement (OMNIA Partners Master Contract) attached hereto as **Exhibit C**, which meets this Municipal Code provision for a publicly bid agreement; and

WHEREAS, the City desires to enter into an agreement with HERC Rentals, Inc. for City-produced event rental services, for an amount not to exceed \$120,000 over a term beginning August 1, 2026 and ending June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the agreements with Special Events Rentals and HERC Rentals, Inc., attached hereto as **Exhibits A and B**, respectively.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the agreements attached hereto as **Exhibits A and B**, and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
SPECIAL EVENTS RENTALS**

THIS AGREEMENT for special event tents, stages, and other event furniture rentals is made by and between the City of Dublin ("City") and Special Events Rentals ("Contractor") (together sometimes referred to as the "Parties") as of August 1, 2026 (the "Effective Date").

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$250,000 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 regarding the amount of compensation between this Agreement and Consultant's proposal, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

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

- A brief description of the work, and each reimbursable expense
 - The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
 - The Contractor's signature;
 - Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 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.

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.

3.0 List of Available Resources.

- Any public park or facility as defined in Exhibit A

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

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

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

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

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

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

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

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

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

City reserves the right to require that Contractor bring onto the project or engage the services of a licensed safety engineer at any time during the term of this Agreement. If Contractor does not have a licensed safety engineer on staff, then City may require that Contractor engage a

subcontractor or subconsultant as the project's safety engineer. Contractor shall bear all costs in connection with meeting the requirements of this section.

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

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

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

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this

Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall

obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and

effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.7 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Contract Administration.** This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Special Events
174 Lawrence Drive, Suite A
Livermore, CA 94551

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 work 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 & Compensation Schedule/Reimbursable Expenses

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

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

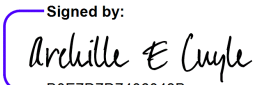
SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

SPECIAL EVENTS RENTALS

Colleen Tribby, City Manager

Signed by:


B0E7D7D7406043B...
Archille Cuyle, Sales Director

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide rental, delivery, set-up, and teardown of event related rental furnishing, such as furniture, tenting and staging for the following City of Dublin events and festivals for Fiscal Years 2026-2028:

General requirements and services for all City of Dublin events and festivals:

- Event dates and times are subject to change at sole discretion of City.
- Confirm all event logistics with City staff one month prior to the event dates.
- Assist City staff in identifying all event needs.

Event	Date	General Overview of Services Required
St. Patrick's Day Celebration 100 Civic Plaza	March 13-14, 2027 March 11-12, 2028	- Use of equipment for a two-day festival - Expect load-in to span over two select days as specified by City Staff - Three stages for entertainment - 20 Festival Tents (10x10) and (10x20) - 10 Quick Tops 10x10 - Tables and Chairs
Summer Concert Series –4201 Central Parkway	Select Thursdays August 2026 – 1 Concert June 2027 – 3 Concerts July 2027 – 4 Concerts August 2027– 1 Concert June 2028 – 3 Concerts	- Bandshell to cover existing outdoor Amphitheater Stage
Splatter 4201 Central Parkway	September 12, 2026 September 11, 2027	- Use of equipment for a one-day festival - Expect load-in to span over two select days as specified by City Staff - Three stages for entertainment - 20 Festival Tents (10x10) and (10x20) - 10 Quick Tops 10x10 - Tables and Folding Chairs

Tree Lighting 100 Civic Plaza	December 3, 2026 December 2, 2027	- Riser to hold up to 100 performers - Tent with lighting to cover riser - Folding Chairs
Park Openings as Needed	Dates TBD	- Determined by the nature of the event but anticipated needs include: - o Staging - o Festival Tenting - o Folding Chairs

- Ensure all tenting and other equipment meets City and Alameda County Fire Department requirements for ingress, egress, fire suppression, total occupancy, etc.
- Provide staff to be onsite during inspections by City staff and Alameda County Fire.
- This agreement does not confirm the City's exact needs as event details and layout may change. Exact orders and equipment need's will be confirmed 10 days prior to each event.
- Provide on-site event supervisor during event set-up. The supervisor will remain on-site until City staff approves equipment setup and placement.

COMPENSATION SCHEDULE

STAGES		
Description	Location/Notes	Cost
20"x32"x3 stage w/ accompanying equipment	Main Stage St. Pats	\$2908
20"x32"x24" stage w/ accompanying equipment	Dance Stage St. Pats	\$2972
20"x20"x24" stage w/ accompanying equipment	Pub Stage St. Pats	\$1880
20"x20"x6' stage w/ accompanying equipment	Side Yard Stage Splatter	\$1655
20"x32"x36" stage w/ accompanying equipment	Amphitheater Splatter	\$2908
8'x28"x16" stage w/ accompanying equipment	Performance Stage Tree Lighting	\$2055
4'x4'x2' stage w/ accompanying equipment	TV 30 Stage/Riser Tree Lighting	\$111
30 Gallon Sand Barrel	Tent Anchor	\$44

600lb Block	Tent Anchor	\$90
800lb Block	Tent Anchor	\$105
1 Ton Block	Tent Anchor	\$135
Ox Fee	Anchor Moving Equipment	\$400
Block Covers	White Covers for Concrete Blocks	\$30
Lighting Packages for Stages	Various	\$.50 per sq ft
Fire Extinguisher Package	Per Fire Code	\$71.50 / 124
Delivery Fees		Varies

TENTING		
Description	Location/Notes	Cost
10'x10'x8' Quick Top One Piece	Green Rooms, Bike Valets, Sound Tech	\$175
Festival Tent 10'x20'x8'	Vendor/Sponsors	\$260
Festival Tent 20'x20'x10'	Vendor/Sponsors	\$420
Festival Tent 20'x40'x10'	Shaded Seating Area	\$840
Festival Tent 40'x40'x10'	Shaded Seating Area	\$1680
20'x20'x10 White Fastrack Bandshell Tent	Outdoor Concert – Emerald Glen Amp	\$480
30'x20'x10 White Fastrack Bandshell Tent	Amphitheater/Main Stage St. Pats	\$720
Side Wall Package for 10'x10' each	Green Rooms/City Booths	\$40
Side Wall Package for 10'x20' each	Performance Area/Sponsor Tents	\$80
Half Wall Package for 10'x10' each	For Sponsor Tents	\$30
Half Wall Package for 10'x20' each	For Sponsor Tents	\$60
Set of 4 Barrels 30 gallons	Water Provided	\$72
Set of 4 Barrels 55 gallons	Water Provided	\$96
Barrel covers for 30 gallon	Water Provided	\$10
Barrel covers for 55 gallon	Water Provided	\$12
Festival Flags (Multiple Color Options)		\$0
Fire Extinguisher Package 1FE, 1NS, 1Exit	Per Fire Code	\$75/\$135.50
Delivery Fees		Varies

TABLES/CHAIRS		
Description	Location/Notes	Cost
Ivory Folding Chairs	Cost per Chair	\$1.60/\$1.90
Table, 48" rounds	Cost per Table	\$11.50
Table, 60" rounds	Cost per Table	\$11.75
Table, 6'x30" Banquet Table	Cost per Table	\$10.00
Table, 8'x30" Banquet Table	Cost per Table	\$11.25
Table, 8'x18" Narrow Table	Cost per Table	\$16.00
Delivery Fees		Varies

*All rates subject to annual increase as approved by the City Manager, or their designee. Contractor must submit all rate increases by June 1st of each year. Rate increases shall not exceed 3% annually.

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
HERC RENTALS, INC.**

THIS AGREEMENT for Electrical Equipment Rental services is made by and between the City of Dublin ("City") and HERC Rentals, Inc. ("Contractor") (together sometimes referred to as the "Parties") as of August 1, 2026 (the "Effective Date").

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2028, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the services described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$120,000 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 regarding the amount of compensation between this Agreement and Contractor's proposal, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

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

2.5 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.

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.

3.0 List of Available Resources.

- Any public park or facility as defined in Exhibit A

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

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

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

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific

attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

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

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

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

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

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

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

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

4.1 Workers' Compensation.

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

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

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

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

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

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

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

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

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

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

of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES.

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor’s obligation to defend and indemnify shall not be excused because of the Contractor’s inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor

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

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

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

Section 6. STATUS OF CONTRACTOR.

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

entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in,

recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

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

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

HERC Rentals, Inc.
4700 E 2nd St.
Benicia, CA 94510

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 work 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 & Compensation Schedule

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

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

SIGNATURES ON FOLLOWING PAGE

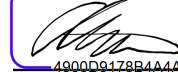
The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

HERC RENTALS, INC.

Colleen Tribby, City Manager
Representative

Signed by:



Sean Wiley, HERC Rentals

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

Vendor will provide rental, delivery, set-up, and teardown of electrical equipment. Vendor is expected to have multiple units of each size generator to meet the needs of community events.

General requirements and services for all City of Dublin events and festivals:

- Event dates, locations and times are subject to change at sole discretion of City.
- Confirm all logistics with City staff one month prior to event dates.
- Assist City staff in identifying all event electrical needs.
- This agreement does not confirm the City's exact needs as event details and layout may change. Exact orders and equipment needs will be confirmed 10 days prior to each event.
- Ensure all equipment meets City and Alameda County Fire Department requirements for placement, fire suppression, etc.
- Provide on-site event technician during event set-up. The technician will remain on-site until City staff approves equipment placement and proper functionality.
- Provide an on-site equipment technician on the event date(s).

The following is a schedule of the City of Dublin events and festivals for Fiscal Years 2026-28:

SCHEDULE OF EVENTS

Event	Date	General Overview of Services Required
St. Patrick's Day Celebration Dublin Civic Center 100 Civic Plaza	March 13-14, 2027 March 11-12, 2028	- Ability to power without interruption: ○ three stages of entertainment ○ 24 hour power to two beverage bars, ice trailer and food court for two days
Splatter Emerald Glen Park 4201 Central Parkway	September 12, 2026 September 11, 2027	- Ability to power without interruption: ○ two stages of entertainment ○ 24 hour power to one beverage bar, ice trailer and food court for one day
Tree Lighting	December 3, 2026	- Ability to power:

Dublin Civic Center 100 Civic Plaza	December 2, 2027	○ One stage of entertainment ○ Holiday light displays
Park Openings as Needed Locations TBD	Dates TBD	Needs dependent upon the event

COMPENSATION SCHEDULE

Generators/Electrical Distribution		
Description	Notes	Cost per day
100 KW generator		\$465
55KW generator		\$335
20 KW generator		\$230
LED Light tower generator		\$80
400-amp Distro Panel		\$355
Spider Box		\$40
Spider Box Cables (100 ft)		\$42
Extension Cord (50 ft)		\$18
Cable Ramps		\$16
One On – Site Technician	Per hour	\$150/\$200/\$250
Fuel cost (as needed, to be billed after event)	Per gallon	\$10.99
Labor – Installation	(if not included)	\$150(hr)
Delivery per day, per truck		\$125

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE EQUIPMENT
RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of ~~November~~, 2018 (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.**

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Services
- 1.3. EXHIBIT C: Charlotte Business INClusion Program
- 1.4. EXHIBIT D: Federal Contract Terms and Conditions

2. **DEFINITIONS.**

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

- 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
- 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
Finance - Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY:** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the **RFP**.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
 - 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any

time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

- 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
 - 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 28.8.3 Performing the transition service plan activities;
 - 28.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (C) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (D) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (E) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may

result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
 - 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY.**

42.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 42.3.1 Was already known to Company prior to being disclosed by the City;
 - 42.3.2 Was or becomes publicly known through no wrongful act of Company;
 - 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. MISCELLANEOUS

- 44.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 44.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 **SURVIVAL OF PROVISIONS:** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 27	“Other Remedies”
Section 28	“Termination”
Section 32	“Indemnification”
Section 33	“Insurance”
Section 39	“Notices”
Section 43	“Confidentiality”
Section 44	“Miscellaneous”

- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:
- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a

decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tank(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

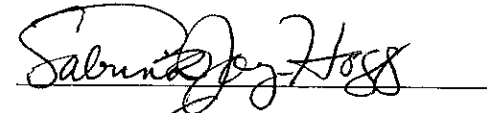
BY: 

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

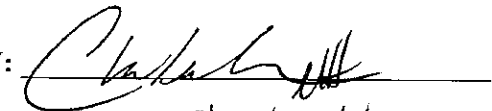
BY: 

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: 

PRINT NAME: Chrislee Gibson

TITLE: Insurance Manager

DATE: 9/22/18

Exhibit A
Discount Structure, Market Basket Pricing, Additional Fees and Incentives

This Discount Structure, Market Basket Pricing, and Additional Fees are an Exhibit to and is incorporated into the Contract between the City of Charlotte and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

Company must maintain the following fixed percentage discounts off the Company's most current published price list for the life of the Contract. All charges by the Company to the City and/or any Participating Public Agency must not exceed the pricing included in this Exhibit.

The rebate structure offered by the Company will go into effect on January 1, 2019 for the calendar year 2019.

Participating Public Agencies (PPA) can elect to sign the Company's Platinum Pricing Program Agreement under which the PPA will be offered selective pricing levels by the Company in return for PPA's promise to rent equipment exclusively from the Company during the term of the contract, subject to laws and regulations controlling in the PPA's jurisdiction.



Rebates

We have added additional value to the program by offering a volume incentive rebate, effective January 1, 2019 to all PPA's as follows:

- \$50,000 to \$100,000 = 0.5%
- \$100,001 to \$250,000 = 1.0%
- \$250,001 to \$500,000 = 1.5%
- \$500,001 to \$750,000 = 2.0%
- \$750,001 to \$1,000,000 = 2.5%
- \$1,000,001+ = 3.0%

PPAs will be eligible for this rebate beginning on January 1, 2019, and will be paid within ninety (90) days or sooner of calendar year end. Any agency that starts the program after the first of the year will be prorated. The program will reset every year on January 1st.

To receive the volume incentive the PPA must be in good credit standing with Herc and up to date with their payables.

Additional Savings

Herc is providing additional cost savings by removing our Environmental and Emissions Surcharge which equates to approximately 2% of every transaction and a cost Herc incurs to meet the highest standards of equipment and service. Herc is also waiving the vehicle licensing fee which saves customers up to \$2.50 per day and absorbing the transportation surcharge as part of our delivery fees, equating to a 6% savings.

Emergency Response

Throughout our history, we have been heavily involved with disaster preparedness and relief; most recently, before, during and after Hurricane Harvey and Hurricane Irma. As a disaster event occurs or is anticipated, Herc actively monitors the situation and mobilizes equipment in preparation for response and relief efforts. Our presence in the affected areas will deliver power generation, climate control, dehumidification and water removal, as well as other solutions, depending on the event.

In the event of a disaster and due to our long-standing relationship, Herc will honor the contractual pricing for our standard single shift. Double and triple shifts will be billed accordingly based on customer needs. Herc, in reflecting our partnership throughout the years will not mandate a minimum duration, which is standard in the industry.

Exhibit B

Scope of Services

This Scope of Services is an Exhibit to and is incorporated into the Contract between the City of Charlotte ("City") and Herc Rentals Inc. ("the Contract"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract.

2.1 General Scope

The Company shall provide Rental Equipment and Services to the City and Participating Public Agencies ("PPA") that elect to use this Contract.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the City. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the City and the PPA). The Company agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

2.2 Product Standards and Service Level Requirements

All Products offered must be the latest design and technology. It is essential that all Equipment Rentals and Related Products and Services be in compliance with all current and applicable ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

- 2.2.1** Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment and all associated attachments shall be in place and functioning per the manufacturer's design. Any equipment not functioning properly, or becoming non-functional during operation, shall be picked up and replaced by the Company at no additional charge to the PPA during the rental period. Routing repairs not caused by misuse of the equipment shall be provided at no additional cost to the PPA.
- 2.2.2** At the time the PPA takes possession of the equipment, the Company shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The Company and the PPA will review the equipment condition at the point of delivery as well as at the point of return. No rental fees shall be charged to a PPA without the signed receipt of acceptance of the equipment.
- 2.2.3** The proposal response shall include a sample of any service agreement or contract that the PPA will be required to sign. The service Agreement shall clearly indicate and describe any and all charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any Contract that results from this solicitation.
- 2.2.4** At the time of any rental of equipment under the terms of the resulting Contract, PPA representatives may sign the Company's standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. PPA representatives accepting equipment will not be authorized to obligate or

bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is solely an acknowledgement of receipt of the equipment. Any pre-printed terms on the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent the terms are not in addition to, or in conflict of, the terms of the Master Agreement which shall govern all transactions between parties.

2.3 Optional Purchase of Equipment

2.3.1 Purchase of New Equipment: All purchases of new equipment shall be new, unused, fully functional and capable of performing the task(s) it was designed to perform under the manufacture's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.2 Purchase of Used Equipment: All used equipment shall be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No cost may be charged to a PPA without a signed receipt of acceptance of the equipment. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the PPA making the purchase. The supplier and the PPA will review the equipment condition at point of delivery. No fees may be charged to a PPA without a signed receipt of acceptance of the equipment.

2.3.3 Purchase: Company shall provide a discount off of a catalog, published retail list or manufacturer's list price for the purchase of new or used equipment. The purchase discounts offered to the Lead Public Agency and Participating Public Agencies for all categories included as **Attachment 1 – Purchase Discounts (fifth tab)**.

2.3.4 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies.

2.3.5 Additional Fees

Company shall provide prices for all additional fees provided as **Attachment 1 – Additional Fees (second tab)** to include, but not limited to:

1. Company must specify all delivery, setup, pickup and related fees.
2. Other fees, such as insurance, environmental recovery, cleaning, refueling or any other fees must be clearly identified.

2.4 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through December 31, 2019). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

2.5 New Products and Services

New Products and Services may be added to the Contract during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this Contract and include, but will not be limited to, new Product added to the

Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

2.6 Training

The Company shall provide all operational and safety training associated with any equipment included in the resulting Contract. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The Proposal response shall include a complete description of training (methods of delivery, available locations, duration, content, etc.) along with pricing structure for each.

2.7 Installation

All Products provided under this Contract that require assembly and installation should be performed by the awarded Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards.

2.8 Safety

Company and installers or subcontractors performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

2.9 Delivery

Company will be responsible for the delivery, setup and pickup of all equipment to the City or Participating Public Agencies in compliance with agreed upon Contract terms. Timely delivery is important to the City and Participating Public Agencies.

2.10 Optional Work

Company will be required to provide quotations on a case-by-case basis for optional related work as may be required to provide a full turnkey solution to Participating Public Agencies.

2.11 Reports

Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the City upon request.

2.12 Prevailing Wages

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

Exhibit C

Charlotte Business INClusion Program

Charlotte Business INClusion Program

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

Company is required to provide an MWSBE Participation Plan, describing your approach and past history with MWSBE utilization. The Participation Plan should include at a minimum the following elements:

- Identify MWSBE vendors you propose to use on the project;
- Identify outreach efforts that will be employed by the Company to maximize MWSBE inclusion throughout the life of the project;
- Identify specific scopes of work to be performed by MWSBEs;
- Document the overall percentage to be committed to MWSBEs; and
- Describe your approach and past history utilizing MWSBEs (include a list of past projects and your MWSBE utilization on said projects).
- The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

This Contract has an aggregate MWSBE Goal of 10% for the City of Charlotte usage estimated to be \$800,000 annually: The total work performed by MWSBEs in the aggregate.

Subcontracting

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.



REQUIRED FORM 5 – M/W/SBE PARTICIPATION PLAN

RFP # 269-2018-047

Equipment Rentals and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. Companies responding to this RFQ are required to provide an MWSBE Participation Plan as outlined in Section 1.6.6 along with this required Form 4.

The City has established the following MWSBE Goals for all development, planning, design, consulting, pre-construction and construction work, and for any other work, services and products provided on the Project:

- **Aggregate MWSBE Goal 10% for City of Charlotte usage estimated to be \$800,000 annually.**

A list of current registered and certified MWSBEs can be found at: www.charlottebusinessinclusion.com.

Please indicate if your company is any of the following:

___ MBE ___ WBE ___ SBE

List information for each MWSBE to be Utilized on this Project	
Copy this form as needed for all MWSBE	
Firm Name	Streeter Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000
Firm Name	Shoreline Trucking
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000
Firm Name	EASTWAY WRECKER SERVICE, INC.
Work to be Performed	Equipment Hauling

Section 6
Required Forms

Dollar Amount	\$25,000
Firm Name	RW Trucking, Inc
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000
Firm Name	Murphy Law Trucking, LLC
Work to be Performed	Equipment Hauling
Dollar Amount	\$25,000

Company Name: Herc Rentals, Inc.

Representative (signed):

6/21/2018
Date

Jason Oosterbeek
Representative Name



CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services
------------------------------------	--

To be completed by the Prime Company:	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractors to provide hauling services.

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ _____

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	James Streeter Trucking Vendor #:
Address:	6824 Old Statesville Rd, Charlotte, NC 28269
Contact Person:	James Streeter Email: streetertrucking@aol.com
Telephone:	(704) 509-1250 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Shoreline Trucking Vendor #:
Address:	1736 Dickerson Blvd STE-F Monroe, NC 28110
Contact Person:	Horace Shaw Email: shorelinetruckingllc@gmail.com
Telephone:	(704) 526-7074 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Eastway Wrecker Service Inc Vendor #:
Address:	2801 Wilkinson Blvd, Charlotte, NC 28208
Contact Person:	Karen Email: Karen@eastwaywreckemc.com
Telephone:	(704) 393-3027 Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Contract NO. 2019000318
Vendor No. 20941

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	James Streeter Trucking		
MWSBE Subcontractor:	<u>Horace Shaw Owner</u>	Date:	<u>9-12-18</u>
	Signature and Title		
	Shoreline Trucking		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
	Eastway Wrecking Service Inc.		



CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services
------------------------------------	--

To be completed by the Prime Company:	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Cook Truck Equipment & Tools Inc. Vendor #: 8795
Address:	2517 Starita Road, Charlotte, NC 28269
Contact Person:	Joy Cook Email: Kashacooktruck@gmail.com
Telephone:	704 392-4138 Fax: 704-394-5445

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	() Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	() Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	Signature and Title	Date:	
MWSBE Subcontractor:	<i>W.T. Cook president</i> Signature and Title	Date:	<i>9/19/2018</i>
W.T. Cook, Cook Truck Equipment & Tools Inc.			
MWSBE Subcontractor:	Signature and Title	Date:	
MWSBE Subcontractor:	Signature and Title ,	Date:	



CBI FORM 4 - Letter of Intent

Contract Goods or Services:	Citywide Drug and Alcohol Testing Services
------------------------------------	--

To be completed by the Prime Company:	
Name of Prime Company:	Herc Rentals Inc. Vendor #:
Address:	27500 Riverview Center Blvd, Bonita Springs, FL 34134
Contact Person:	Greg Reyburn Email: greg.reyburn@hercrentals.com
Telephone:	617-417-3736 Fax: 866-294-6490

Identify in complete details the goods or services to be provided by the MWSBE Subcontractor:

Subcontractor to provide automotive services

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ _____

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Donald Gardner's Paint & Body, Inc. Vendor #: 74947
Address:	3300 Beam Rd, Charlotte, NC 28217
Contact Person:	Susan Gardner Email: pntnbody@aol.com
Telephone:	(704) 527-4739 Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	() Fax:

Value of the goods or services committed to be purchased from the MWSBE Subcontractor: \$ 25,000

To be completed by MWSBE Subcontractor:	
Name of MWSBE:	Vendor #:
Address:	
Contact Person:	Email:
Telephone:	() Fax:

Upon execution of a Contract with the City for the above referenced goods or services, the Prime Company certifies that it intends to utilize the MWSBE listed above, and that the description and value of work to be performed by the MWSBE

Subcontractor described above is accurate. The MWSBE Subcontractor certifies that it has agreed to provide such goods or services for the amount stated above.

Prime Contractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	<u>Susan L. Gardner / President</u>	Date:	<u>Sept. 21, 2018</u>
	Signature and Title		
	Donald Gardner's Paint & Body, Inc.		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title		
MWSBE Subcontractor:	_____	Date:	_____
	Signature and Title .		



CBI FORM 6: Payment Affidavit of Subcontractor Utilization

The Company shall submit this form monthly detailing aggregate payments to MWSBE Subcontractors.

Prime Company Name: _____ Contract #: _____

Contract Goods or Services: _____

Payment Period: _____ to _____

City Department(s): _____

Subcontractor	Certification (MBE, WBE, and/or SBE)	Vendor #	Description of Work Performed	# of Payments this Period	Payment Total

Please indicate the total amount invoiced to the City during this period: \$ _____

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been made to MWSBE subcontractors on this Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INclusion Policy and may result in the sanctions prescribed therein.

This _____ day of _____ 20 _____

Signature

Print Name and Title

To be completed by City:		Overall MWSBE Goal: _____ %
Total Paid to Prime Company: _____ \$		Overall MWSBE Commitment: _____ %
Total Paid to MWSBEs: _____ \$		MWSBE Goal Attainment this period: _____ %

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION
RFP #269-2018-047 Equipment Rentals and Related Products and Services

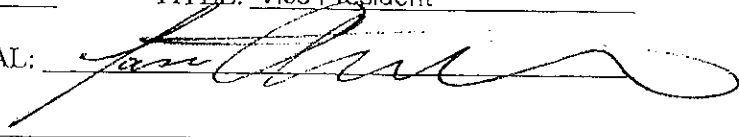
All requests for Bids or Proposals issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Proposal, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in Section 2.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Proposal submitted with this certification, and terminate any Contract awarded based on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Proposal and to any Contract awarded on such Bid or Proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Herc Rentals Inc.

BY: Jason Oosterbeek TITLE: Vice President

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: 01/21/2018

REQUIRED FORM 9 – DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

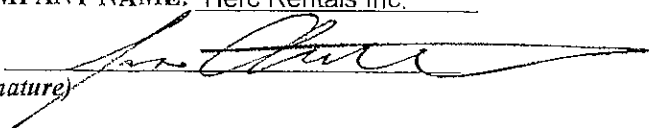
The bidder, or service provider, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, managers who will be working under this Contract or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.. [Select one of the options below by checking associated box and completing associated blanks.]

☒ **Option 1: I certify to all of the above statements.**

COMPANY NAME: Herc Rentals Inc.

BY: 

(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 6/21/2018

☐ **Option 2: I cannot certify to one or more the above statements. Attached is my explanation.**

COMPANY NAME: _____

BY: _____

(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: If unable to certify (Option 2 is selected), the bidder or service provider may still be awarded depending upon the explanation offered.

Exhibit D

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Contract to Provide Equipment Rentals and Related Products and Services (the "Contract") between the City of Charlotte and Herc Rentals Inc. ("Company"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

- employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED HERC Rentals Inc. 27500 Riverview Center Blvd Bonita Springs FL 34134 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE Property & Casualty Insurance Co.	20699
	INSURER B: ACE American Insurance Company	22667
	INSURER C: ACE Fire underwriters Insurance Co.	20702
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570072954376 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			HD0G71095976	06/30/2018	06/30/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH25159494	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$25,000			XOOG28131549003	06/30/2018	06/30/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC65223715 Workers Comp (AOS) SCFC65223752 Workers Comp (WI)	06/30/2018 06/30/2018	06/30/2019 06/30/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Charlotte is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of subrogation is granted in favor of City of Charlotte in accordance with the policy provisions of the General Liability, Auto Liability, and Workers Compensation policy.
General Liability and Auto Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability and Auto Liability evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern

CERTIFICATE HOLDER City of Charlotte 600 East Fourth Street, CMGC 9th Floor Charlotte NC 28202-2850 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South, Inc.</i>
--	--

©1988-2015 ACORD CORPORATION. All rights reserved.

Holder Identifier :

Certificate No : 570072954376

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED HERC Rentals Inc.	
POLICY NUMBER See Certificate Number: 570072954376			
CARRIER See Certificate Number: 570072954376	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

Old Contract#: 2019000318
New Contract#: SCON2510000258
Amendment#: 16
Vendor#: 20941

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES**

THIS SIXTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Sixteenth Amendment") is made and entered into this 8th of December 2025, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.
- B. The parties amended the Contract on July 15, 2019, to incorporate an updated equipment list and gold and platinum pricing schedules.
- C. The parties amended the Contract on January 1, 2020, to incorporate an updated equipment list and gold and platinum pricing schedules.
- D. The parties amended the Contract on January 1, 2021, to incorporate an updated equipment list, gold and platinum pricing schedules, and the option to recover any administrative or contract fees imposed by any Participating Public Agency.
- E. The parties amended the Contract on August 23, 2021, to replace the Pricing Schedules with the addition of new equipment.
- F. The parties amended the Contract on January 1, 2022, to adjust unit pricing, to replace the Commercial Non-Discrimination clause, and to incorporate certain other changes.
- G. The parties amended the Contract on February 1, 2022, to delete and replace the CBI Form 4 documents.
- H. The parties amended the Contract on July 20, 2022, to incorporate an updated equipment list and gold and platinum pricing schedules, add a CBI Form 4, and incorporate certain other changes.
- I. The parties amended the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.
- J. The parties amended the Contract to include additional add-ons shown in Exhibit A.5 and to incorporate certain other changes.
- K. The parties amended the Contract to incorporate an updated equipment list and gold and platinum pricing schedules as shown in Exhibit A.5 and to incorporate certain other changes.
- L. The parties amended the Contract to include additional add-ons shown in Exhibit A.6 and to incorporate certain other changes.

Old Contract#: 2019000318
New Contract#: SCON2510000258
Amendment#: 16
Vendor#: 20941

- M. The parties amended the Contract to incorporate the 2025 equipment list, gold and platinum pricing schedules including Hawaii pricing shown in Exhibit A.7, and to incorporate certain other changes.
- N. The parties amended the Contract to include additional add-ons shown in Exhibit A.8 and to incorporate certain other changes.
- O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewals and to incorporate certain other changes.
- P. The parties now desire to update the contract to incorporate the 2026 equipment list, gold and platinum pricing schedules including Hawaii pricing shown in Exhibit A.9, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

A G R E E M E N T

- 1. The terms of the Contract are restated by and incorporated into this Sixteenth Amendment by reference.
- 2. Defined terms used in this Sixteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Schedules in Exhibit A of the Contract are hereby updated to incorporate the 2026 equipment list, gold and platinum pricing schedules including Hawaii pricing shown in Exhibit A.9.
- 4. The 2026 Pricing Schedule will be in effect from January 1, 2026, through December 31, 2026.
- 5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Old Contract#: 2019000318
New Contract#: SCON2510000258
Amendment#: 16
Vendor#: 20941

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixteenth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.:

BY: Jason Oosterbeek
(Signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 11/05/2025

CITY MANAGER'S OFFICE:

DocuSigned by:
BY: Liz Babson
6E8A04CDBC7D437 ...
(Signature)

PRINT NAME: Liz Babson

TITLE: Deputy City Manager

DATE: 12/8/2025



REQUEST FOR PROPOSALS

TENTING AND STAGING

COMMUNITY WIDE SPECIAL EVENTS

City of Dublin

Proposals must be received by: June 4, 2026

Ivan San Pedro, Recreation Supervisor
100 Civic Plaza
City of Dublin, CA 94568



**Request for Proposal
For
Parks and Community Services**

Overview

This Request for Proposals is for rental, delivery, set-up and tear-down of event-related rental furnishings, such as tenting and staging. Please submit a proposal that includes all associated costs that meet and/or exceeds the following proposal specifications for rental equipment for City of Dublin Special Events.

Project Description

Bidding company will provide rental, delivery, set-up, and teardown of event related rental furnishing, such as furniture, tenting and staging for the following City of Dublin events and festivals for Fiscal Years 2026-28:

General requirements and services for all City of Dublin events and festivals:

- Event dates and times are subject to change at sole discretion of City.
- Confirm all event logistics with City staff one month prior to the event dates.
- Assist City staff in identifying all event needs.
- Ensure all tenting and other equipment meets City and Alameda County Fire Department requirements for ingress, egress, fire suppression, total occupancy, etc.
- Provide staff to be onsite during inspections by City staff and Alameda County Fire.
- This RFP does not confirm the City's exact needs as event details and layout may change. Exact orders and equipment need's will be confirmed 10 days prior to each event.
- Provide on-site event supervisor during event set-up. The supervisor will remain on-site until City staff approves equipment setup and placement.

Scope of Work

Vendor will provide rental, delivery, set-up, and teardown of event related rental furnishing, such as furniture, tenting and staging for the following City of Dublin events and festivals for Fiscal Years 2026-28:

General requirements and services for all City of Dublin events and festivals:

- Event dates and times are subject to change at sole discretion of City.
- Confirm all event logistics with City staff one month prior to the event dates.
- Assist City staff in identifying all event needs.

- Ensure all tenting and other equipment meets City and Alameda County Fire Department requirements for ingress, egress, fire suppression, total occupancy, etc.
- Provide staff to be onsite during inspections by City staff and Alameda County Fire.
- This RFP does not confirm the City's exact needs as event details and layout may change. Exact orders and equipment need's will be confirmed 10 days prior to each event.
- Provide on-site event supervisor during event set-up. The supervisor will remain on-site until City staff approves equipment setup and placement.

SCHEDULE OF EVENTS AND GENERAL DESCRIPTION

Event	Date	General Overview of Services Required
St. Patrick's Day Celebration 100 Civic Plaza	March 13 – 14, 2027 March 11 – 12, 2028	• Use of equipment for a two-day festival • Expect load-in to span over two select days as specified by City Staff • Three stages for entertainment • 20 Festival Tents (10x10) and (10x20) • 10 Quick Tops 10x10 • Tables and Chairs
Summer Concert Series 4201 Central Parkway	Select Thursdays June 2027 – 3 Concerts July 2027 – 4 Concerts August 2027– 1 Concert June 2028 – 3 Concerts	• Bandshell to cover existing outdoor Amphitheater Stage
Splatter 4201 Central Parkway	September 11, 2027 September 12, 2028	• Use of equipment for a one-day festival • Expect load-in to span over two select days as specified by City Staff • Three stages for entertainment • 20 Festival Tents (10x10) and (10x20) • 10 Quick Tops 10x10 • Tables and Folding Chairs
Tree Lighting 100 Civic Plaza	December 2, 2027 November 30, 2028	• Riser to hold up to 100 performers • Tent with lighting to cover riser • Folding Chairs
Park Openings as Needed	Dates TBD	• Determined by the nature of the event but

		anticipated needs include: • Staging • Festival Tenting • Folding Chairs
--	--	--

Selection Process

After reviewing the proposals, the City may conduct interviews with qualified businesses. If the City chooses to conduct interviews, it will notify selected contractors after the proposal submittal date to arrange an interview time. Determination of the best quote(s) shall be based upon, but not limited to, the following:

- Cost;
- Ability, capacity and skill of the contractor to deliver all requested rental equipment promptly, or at the time specified;
- Reputation and experience of the contractor;
- Previous experience of the contractor with the City;
- Previous and existing compliance by the contractor with laws and ordinances;
- The quality, availability, and adaptability of supplies

Schedule for RFP Process

<u>May 7, 2026</u>	Request for Proposals mailed to consultants.
<u>June 4, 2026</u>	Proposals are due no later than 4:00 PM on June 4 at the offices of the City of Dublin, Parks and Community Services Department, 100 Civic Plaza, Dublin, CA 94568. Late submittals will not be accepted.
<u>June 9, 2026</u>	Interviews (as deemed necessary)
<u>June 11, 2026</u>	Selection
<u>July 21, 2026</u>	City Council Consideration/Approval of Agreement (if required)
<u>August 1, 2026</u>	Agreement Begins

(Tentative dates, subject to change)

Proposal Submission Directions and Requirements

- All submissions must be submitted electronically to ivan.sanpedro@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 contacts company.

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

Standard Consulting Agreement

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement will begin **August 1, 2026.**

A sample of the City's Standard Consulting Agreement (Agreement), including insurance requirements, is provided as **Attachment A.**

If the interested firm 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 firm 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.

Proposers must provide a list of any potential conflicts of interest in working for the City of Dublin. This must include, but is not limited to, a list of your firm's clients who are the following: Private clients located or operating within the City of Dublin limits, Dublin San Ramon Service District, US Army Camp Parks and/or the County of Alameda, and a brief description of work for these clients. Proposers must also identify any other clients (including public entities), that may pose a potential conflict of interest, as well as a brief description of work you provide to these clients.

This list must include all potential conflicts of interest within the year prior to the release of this RFQ as well as current and future commitments to other projects.

Principals and those performing work for City of Dublin may be required to submit a California Fair Political Practices Commission (FPPC) Form 700: Statement of Economic Interests documenting potential financial conflicts of interest. For additional information, proposers should refer to the FPPC website at <http://www.fppc.ca.gov/Form700.html>.

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the

event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer and its sub-consultants shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth the following provisions [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.].

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.

Insurance Requirements

The Contractor shall provide insurance coverage as follows in conformance with the City of Dublin's requirements:

General Liability Insurance	\$1,000,000
Automobile Liability Insurance	\$1,000,000
Professional Liability Insurance	\$1,000,000
Workers' Compensation Insurance	\$1,000,000

References

Contractor must include three (3) references for which the company has provided services similar to those described in this RFP. Reference information shall include: Name, Address, Contact, Title, Phone Number, and Term of the Contract.

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP. The subcommittee will use a forced ranking process (please see Attachment B, Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City staff, and may include more than one firm that has submitted a Proposal.

Based on input from this review process, a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council for award of contract services.

The City reserves the right to award a contract to the firm(s) that the City feels best meets the requirements of the RFP. The City reserves the right to reject any and all Proposals prior to execution of the Agreement, with no penalty to the City.

Selection of Consultant

Submitted Proposals will be evaluated and scored using the following criteria:

- Qualifications and specific experience of key project team members.
- Quality and completeness of the proposal.
- Experience with engagement of similar scope and complexity.
- Satisfaction of previous clients.
- Cost of providing the consultant services for this project.

FEE WORKSHEET

STAGES		
Description	Location/Notes	COST

20'x32'x3' stage w/ accompanying equipment	Main Stage St. Pats	\$
20'x32'x24' stage w/ accompanying equipment	Dance Stage St. Pats	\$
20'x20'x24' stage w/ accompanying equipment	Pub Stage St. Pats	\$
20'x20'x6' stage w/ accompanying equipment	Garden Stage Splatter	\$
20'x32'x36' stage w/ accompanying equipment	Main Stage Splatter	\$
8'x28'x16' stage w/ accompanying equipment	Performance Stage Tree Lighting	\$
4'x4'x2' stage w/ accompanying equipment	TV 30 Stage/Riser Tree Lighting	\$
Lighting Packages for Stages	Please list lighting options	\$
Fire Extinguisher Package	Per Fire Code	\$
Delivery Fees		\$

TENTING		
Description	Location/Notes	COST
10'x10'x8' Quick Top One Piece	Green Rooms, Bike Valets, Sound Tech	\$
Festival tent 10'x20'x8'	Vendor/sponsors	\$
Festival tent 20'x20'x10'	Vendor/sponsors	\$
Festival tent 20'x40'x10'	Shaded Seating Area	\$
Festival tent 40'x40'x10'	Shaded Seating Area	\$
20'x20'x10 White Fastrack Bandshell Tent	Outdoor Concert – Emerald Glen Amp	\$
30'x20'x10 White Fastrack Bandshell Tent	Amphitheater/Main Stage St Pats	\$
Side Wall Package for 10'x10'	Green Rooms/City Booths	\$
Side Wall Package for 10'x20'	Performance area/sponsor tents	\$
Half Wall Package for 10'x10'	For Sponsor Tents	\$
Half Wall Package for 10'x20'	For Sponsor Tents	
Set of 4 Barrels 30 gallons	Water Provided	\$
Set of 4 Barrels 55 gallons	Water Provided	\$
Barrel covers for 30 gallon	Water Provided	\$
Barrel covers for 55 gallon	Water Provided	\$
Festival Flags (multiple color options)		\$
Fire Extinguisher Package	Per Fire Code	\$
Delivery Fees		\$

FEE WORKSHEET CONTINUED

TABLES/CHAIRS		
Description	Location/Notes	COST

Ivory Folding Chairs	Cost per chair	\$
Table, 48" rounds	Cost per Table	\$
Table, 60" rounds	Cost per Table	\$
Table, 6'x30" banquet table	Cost per Table	\$
Table, 8'x30" banquet table	Cost per Table	\$
Table, 8'x18" narrow table	Cost per Table	\$
Delivery Fees		\$

ATTACHMENTS

- Standard Contractor Services Agreement Template

EXHIBIT A

**SCOPE OF SERVICES
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Facility Naming Policy
Prepared by: Bridget Amaya, Assistant Parks and Community Services Director

EXECUTIVE SUMMARY:

On May 5, 2026 the City Council reviewed a proposed Facility Naming Policy. Following a discussion, the City Council directed Staff to make modifications and present the Policy to the Parks and Community Services Commission for review and recommendation. The City Council will now consider adopting the revised Facility Naming Policy.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Facility Naming Policy.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background

On May 5, 2026, the City Council reviewed a proposed Facility Naming Policy intended to provide a consistent, transparent, and community-focused framework for the naming and re-naming of public buildings and parks in Dublin. Following a discussion, the City Council directed Staff to make three modifications to the Policy and present it to the Parks and Community Services Commission for review and recommendation before returning the item to the City Council for final consideration. The modifications requested by the City Council were:

1. Change the procedures for developing an initial list of facility names to ensure that public input is solicited prior to creating a final list from which a name is selected (this is now included in Section V.5.2 of the Policy);
2. Change the definition of "facility" to include municipal buildings (Section IV); and

3. Add a provision for City commissions to weigh in on the naming of facilities that relate to their respective areas of responsibility (Section II.2).

Parks and Community Services Commission Review and Recommendation

The Commission reviewed the proposed Facility Naming Policy during its regular meeting on June 15, 2026. Following a discussion, the Commission voted unanimously to recommend approval of the proposed policy, including the City Council's modifications, with one additional change related to commemorative naming. Specifically, the Commission recommended that an individual must be deceased for a minimum of one year before being eligible for consideration under the commemorative naming provisions of the policy.

The Commission expressed that a one-year waiting period would allow sufficient time for reflection on an individual's overall contributions while helping ensure that naming decisions are made through a thoughtful and objective process rather than during a period when emotions associated with a recent loss may be particularly acute. Commissioners noted that the additional time would provide an opportunity to fully evaluate the individual's accomplishments, historical impact, and long-term contributions to the community before considering a permanent commemorative naming action.

The proposed Facility Naming Policy is included with this report as Attachment 2, and the Parks and Community Services Commission Staff Report is included as Attachment 3.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving the Facility Naming Policy
- 2) Exhibit A to the Resolution – Facility Naming Policy
- 3) Parks and Community Services Commission Staff Report dated June 15, 2026 (without attachments)

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING THE FACILITY NAMING POLICY**

WHEREAS, the City of Dublin owns and operates parks, recreation areas, community centers, sports facilities, trails, and other public amenities that serve the community; and

WHEREAS, the naming and renaming of such facilities reflects the City's history, geography, cultural identity, and community values; and

WHEREAS, the City has utilized Administrative Policy 1.8 — Park Naming Protocol since 2016 to guide the naming of park facilities only through a consistent and community-focused process; and

WHEREAS, the City Council desires to formalize and expand upon this existing protocol by adopting a comprehensive Facility Naming Policy to provide clear criteria, roles, and procedures for naming and renaming facilities; and

WHEREAS, the proposed Policy establishes a transparent and equitable framework, including community engagement, advisory review by the Parks and Community Services Commission, and final approval by the City Council; and

WHEREAS, the Policy includes criteria for commemorative naming, procedures for renaming facilities and sub-facility features, and provisions to preserve the integrity and historical significance of existing facility names; and

WHEREAS, the City Council finds that adoption of the Facility Naming Policy will ensure consistency, transparency, and community engagement in all future naming and renaming decisions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Facility Naming Policy, attached hereto as **Exhibit A**.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



City of Dublin City Council Policy

POLICY NAME: Facility Naming Policy		
ADOPTED DATE: 2026	DEPARTMENT: CMO	DEPT NO.: 1100
REVISION DATE: N/A	RESOLUTION #: TBD	POLICY NUMBER: 104

I. PURPOSE:

This Policy establishes a comprehensive, consistent, and transparent framework governing the official naming and renaming of City-owned facilities. It is intended to:

- Honor the City’s history, geography, cultural identity, and community values.
- Recognize individuals and organizations whose extraordinary contributions have shaped the City of Dublin.
- Ensure meaningful community engagement and participation.
- Provide clear and equitable criteria for renaming requests.
- Preserve the integrity and longevity of established facility names.

II. POLICY MANDATE

1. City Council

The City Council has final authority to approve or amend all Facility naming and renaming actions by resolution. An approved name shall constitute the official name of the Facility.

2. Parks and Community Services Commission

The Parks and Community Services Commission (“Commission”) serves as the principal advisory body to the City Council on Facility naming matters. Unless otherwise provided for in this Policy, the Commission reviews community input on proposed Facility names, evaluates proposals against the criteria in the General Naming Criteria section, and forwards a prioritized recommendation to the City Council. When a proposed Facility falls within the purview of another City

commission, committee, or advisory body, the City Council may refer the matter to the applicable body for review and recommendation prior to City Council consideration.

3. City Manager

The City Manager or their designee, such as the Parks and Community Services Director (“Director”), administers this Policy, manages the community survey process, and prepares staff reports to the Commission and City Council. The City Manager has the authority to prepare and amend internal administrative procedures to carry out the intent of this Policy.

III. SCOPE AND APPLICABILITY:

This policy applies to all full-time and part-time City of Dublin employees.

IV. DEFINITIONS:

For the purposes of this Policy, the following terms shall have the meanings set forth below:

Term	Definition
Commemorative Naming	The naming or renaming of a Facility or Sub-Facility Feature in honor of a specific individual or organization, subject to the criteria set forth in this Policy.
Facility	Any City-owned park, recreation area, community center, sports facility, trail, building, or other public amenity subject to official naming or renaming under this Policy.
Initial Naming	The process of assigning an official name to a newly developed, newly acquired, or previously unnamed Facility for the first time.
Renaming	The process of replacing the existing official name of a Facility or Sub-Facility Feature with a new name, subject to the grounds and criteria set forth in this Policy.
Sub-Facility Feature	A sole and discrete element within a larger Facility, such as a park building, meeting room, lounge, lawn area, picnic area,

field, court, or plaza, which may be named separately from the parent Facility.

V. POLICY PROCEDURES AND DESCRIPTION:

4. General Naming Criteria

All Facility and Sub-Facility Feature names — whether for initial naming or renaming — shall be evaluated against the following criteria. No single criterion is decisive, and names should be dignified and appropriate for a public facility serving all residents.

4.1. Preferred Name Categories / Criteria

- Geographic location, landmarks, or natural characteristics of the site.
- Landscaping, topography, natural features, or ecological significance.
- Historical significance to the City of Dublin.
- Honoring an individual or organization whose contributions meet the criteria in the Commemorative Naming section.
- Recognition of a person who donated the parkland or provided major funding for its development.
- Functional names in line with the purpose of the Facility (e.g., the Dublin Senior Center).
- Names that a reasonable community member would not find offensive, divisive, or contrary to the City's values of inclusion and equity.

4.2. Criteria for Commemorative Naming After an Individual

When a naming proposal involves honoring a specific individual, whether as a standalone name or as part of a broader descriptive name, all of the following criteria must be satisfied.

- 4.2.1. Deceased.** The individual must have been deceased for a minimum of one year prior to consideration of a commemorative naming request. Facilities shall not be named for living persons. **See exception below.*
- 4.2.2. Connection to the Facility.** The individual must have had a meaningful, direct connection to the specific Facility. The connection should be evident and articulable to the public.
- 4.2.3. Significant Community Contribution.** The individual must have made a sustained and significant contribution to the welfare of the Dublin community through civic leadership, volunteerism, philanthropy, public

service, or other demonstrated commitment to the City. Length and quality of contribution shall be both considered.

4.2.4. Not Previously Honored. The individual should not have already been honored in a comparable and meaningful way by the City (e.g., an existing named facility or comparable public memorial). The purpose is to extend recognition broadly, not to accumulate honors for a single individual.

** Exception: The City Council may, by a simple majority vote, waive the deceased requirement set forth above upon a finding that the individual's contribution is so extraordinary and uniquely tied to the Facility as to justify an exception, and that no other available recognition is adequate.*

5. Initial Naming of New Facilities

Initial naming applies to newly developed, newly acquired, or previously unnamed Facilities receiving an official name for the first time. The process is designed to be collaborative, transparent, and community driven. The following summarizes the key steps and requirements.

5.1. Trigger

The naming process shall commence once the conceptual design for the Facility has been approved by the City Council, and the City Council directs Staff to begin the naming process. Staff from the Parks and Community Services Department and Facilities Development Division shall begin the process promptly following design approval. *

* Note – the City Council retains authority to approve, without collecting public and Commission input, a name that is functional in nature (e.g., the Dublin Senior Center).

5.2. Candidate Name Development

Department Staff shall solicit name nominations from the public for a period of not less than 2 weeks. Candidate names shall reflect geographic, historical, design, and community characteristics of the site. Purely commemorative or individual-name candidates may be included only if the criteria in the Commemorative Naming section have been met. From eligible nominations received, and any Staff generated names, Department Staff shall develop a list of candidate names that shall be sent out in a community survey.

5.3. Community Survey

Staff shall prepare and distribute an electronic survey to Dublin residents citywide to solicit feedback on list of eligible candidate names. The survey shall:

- Include the list of eligible candidate names identified during the Candidate Name Development process outlined above.
- Include an image and description of the approved conceptual design, along with any other relevant Facility information determined appropriate by Staff.
- Remain open for a minimum of two (2) weeks and no more than four (4) weeks.
- Be distributed broadly using all available City channels, including: press release, City website, Parks and Community Services Commission notification, City email distribution lists, Farmers' Market and City event postings, and Dublin Unified School District communications.
- Target the entire Dublin community. No sub-community or neighborhood shall be preferentially targeted.
- Provide requests for multiple Facilities simultaneously, if necessary. The Commission recommendation and City Council action may likewise address multiple Facilities in a single proceeding.

5.4. Commission Review

Staff shall present survey results at a regularly scheduled meeting of the Commission. The Commission shall review results, evaluate candidate names in alignment with the General Naming Criteria section, and, by motion, recommend up to three names to the City Council, listed in order of preference.

5.5. City Council Approval

Staff shall present the Commission's recommendation to the City Council at a regularly scheduled meeting. The City Council shall approve one name by resolution or may direct Staff to return with alternate options. The name approved by the City Council shall be the official name of the Facility. The resolution will include a description of how the naming criteria are met.

6. Renaming Existing Facilities

Renaming of an existing Facility is a significant action that affects the historical record of the City and the expectations of the community. It shall be undertaken with careful deliberation and is discouraged unless there is a compelling justification. The City Council retains full discretion to approve, deny, or defer any renaming request.

6.1. Trigger

A renaming request may be initiated in either of the following ways:

6.1.1. Public Request via Public Comment. A member of the public, organization, or community group wishing to request a Facility or Sub-Facility renaming must present the request at a regularly scheduled City Council meeting during the Public Comment period. The City Council is not required to act immediately on a renaming request raised during Public Comment. The Council may, by consensus or simple majority vote, direct Staff to (1) initiate renaming procedures, (2) prepare a staff report for a future agenda to make a decision on whether to initiate naming procedures; or (3) take no further action. The following requirements apply:

- The public request must be made in person during the Public Comment period of a regular City Council meeting.
- The requester must identify: (1) the specific Facility or Sub-Facility proposed for renaming, (2) the proposed new name, and (3) the basis for the request, including how the request satisfies the requirements in the General Naming Criteria section.
- Written materials supporting the request (e.g., biographical information, petition, letters of support) may be submitted to the City Clerk prior to or at the time of the request and will be included in the City Council record.

6.1.2. City Council-Initiated Renaming. The City Council may, by simple majority at a public meeting, initiate the process to rename a Facility or Sub-Facility Feature without the requirement of a public comment request.

6.2. *Procedure for Renaming a Facility*

When the City Council directs staff to proceed with renaming a Facility, the following steps apply:

- Staff shall conduct public outreach via an electronic survey to gather public feedback on the proposed name. The City Council may find that public communication that it has already received (via comment at a public meeting or in written form) may satisfy this requirement.
- The Commission (if directed by the City Council) shall evaluate the proposed name at a public meeting and provide an advisory recommendation to the City Council.
- Staff shall present the Commission's recommendation (if needed) and staff analysis to the City Council at a regularly scheduled meeting.
- The City Council shall act by resolution, which shall include a description of how the Naming Criteria are met.

6.3. *Procedure for Renaming a Sub-Facility Feature*

Sub-Facility Features may be renamed separately from their parent Facility, subject to the following provisions.

- Sub-Facility Feature names can be approved directly by a simple majority of the City Council without community or Commission input.
- Sub-Facility Feature naming does not alter or replace the official name of the parent Facility.
- The City Council shall act by resolution, which shall include a description of how the Naming Criteria are met.

6.4. *Note on Subsequent Renaming*

If the existing Facility or Sub-Facility Feature name already honors an individual, the prior honoree's name shall be memorialized on a permanent recognition plaque installed at the Facility, unless the individual's name is being removed due to character or conduct contrary to the City's values and interests.

VI. RELATED POLICIES AND REFERENCES:

City of Dublin Administrative Policy No. 1.8–Park Administrative Policy Naming Protocol

VII. APPROVED BY:

The City Council, Resolution No. XX-XX

VIII. ATTACHMENTS

Attachment	Document
1	Administrative Policy 1.8 - Park Naming Protocol

IX. SUMMARY OF REVISIONS:

Date	Revised By	Description
Date		Initial adoption.



STAFF REPORT

PARKS & COMMUNITY SERVICES COMMISSION

DATE: June 15, 2026

TO: Honorable Chair and Commissioners

FROM: Jackie Dwyer, Parks & Community Services Director

SUBJECT: City Council Facility Naming Policy
Prepared by: Bridget Amaya, Assistant Parks & Community Services Director

EXECUTIVE SUMMARY:

The Parks and Community Services Commission will consider recommending a Facility Naming Policy to the City Council.

STAFF RECOMMENDATION:

Recommend a Facility Naming Policy to the City Council for Approval.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On May 5, 2026, the City Council acknowledged that, although the City has followed an administrative protocol for park naming since 2016, the City has not formally adopted a City Council policy governing the naming and renaming of parks and facilities in Dublin. At that meeting, the City Council directed the Parks & Community Services Commission to review the draft Facility Naming Policy and provide a recommendation to the City Council for consideration and approval.

This Staff Report provides a comprehensive review of past and current facility naming practices as well as a proposed new naming policy.

City Facility Naming Practices in Dublin

Background

With the City's incorporation in 1983, Dublin acquired a handful of park facilities that were already named for the community's heritage and original family names (e.g., Shannon, Kolb, Dolan, and Mape parks). The City built its first park in 1986 in the Amador Lakes/Stagecoach area, and at the June 23, 1986 meeting, the City Council selected the name of Stagecoach Park, as recommended by the then-titled Parks and Recreation Commission and utilizing the following naming criteria that were identified by Staff:

- 1) Geographic Location
 - a) Major streets
 - b) Water bodies
 - c) Hills/ridgelines
 - d) Subdivision name
- 2) Landscaping
 - a) Indigenous Trees or plantings
 - b) Topography
- 3) Historic significance
- 4) Name of people – living vs. deceased
- 5) Traditionally known as...

While never formalized into a City Council policy, these criteria have generally been utilized since that time, with some modifications in the naming of new City facilities. However, specific procedures, which include a protocol for gathering community and Commission input, were not put in place until the City Manager adopted Administrative Policy 1.8 — Park Naming Protocol (Attachment 2) in 2016.

The 2016 Park Naming Protocol has provided a consistent and community-focused process for naming new parks, outlining the steps Staff follow to ensure naming decisions are transparent, inclusive, and aligned with City Council direction. Specifically, the 2016 Park Naming Protocol does the following:

- Initiates the naming process following City Council approval of a park's conceptual design.
- Directs Parks and Community Services Staff to collaboratively develop an initial list of candidate names based on established naming criteria.
- Requires a citywide community survey to gather input, including Staff-recommended names, opportunities for public suggestions, and information about the park design.
- Ensures equitable community outreach through multiple communication channels, including the City website, email lists, public events, and school district communications.
- Provides a defined survey period (generally two to four weeks) to allow for meaningful public participation.
- Allows multiple parks to be included in a single survey when appropriate.
- Requires Staff to compile and present survey results, including community feedback, at a publicly noticed Commission meeting.
- Directs the Commission to evaluate naming options and forward up to three ranked recommendations to the City Council.

- Establishes that the City Council considers the Commission's recommendation at a public meeting and retains full authority to approve the recommendation, select a different name, or request additional options.
- Confirms that the name approved by City Council resolution becomes the official and permanent name of the park.

The 2016 Park Naming Protocol also maintains most of the original naming criteria considered by the City Council in 1986, with a few additions: 1) Design amenities or features; 2) Honoring an individual or organization who has significantly contributed to the advancement of the City; 3) Person who donated park land; and 4) An adjoining neighborhood, area, or street.

Despite there being no formal naming procedures until 2016, for newly built neighborhoods and nature parks, the City has always generally collected public feedback and then relied on the Commission for final recommendations to the City Council. This process has resulted in the naming of Bray Commons, Butterfly Knoll Park, Clover and Sunrise Parks, Devany Square, Forest Park, Jordan Ranch Park, Passatempo Park, Piazza Sorrento, Positano Hills Park, Schaefer Ranch Park, Sean Diamond Park, Ted Fairfield Park, Poppy Meadow Park, and Wild Wind Park.

For larger community parks and facilities, the process over the years has been less consistent. Some names were proposed by Staff or City Council before moving directly to the City Council approval level; others originated through task forces and/or the Commission before going to the City Council, and one followed the 2016 Park Naming Protocol:

Table 1. Community Parks and Major Facilities Named

Facility	Reason for Name Selection	Naming Process
Dublin Arts Center	New facility. Named to reflect functionality.	Proposed by Staff.
Don Biddle Community Park	New park. Named after Vice Mayor Don Biddle after his passing.	Proposed by City Council.
Dublin Heritage Park and Museums	To consolidate the operations of the Heritage Center with the buildings at the Dublin Historic Park.	Names solicited from the Dublin Historical Preservation Association, the Dublin/San Ramon Women's Club, volunteer docents, and attendees at the St. Patrick's Day Tea Room. These were provided directly to City Council for consideration.
Emerald Glen Park	New park.	Proposed by Parks & Community Services Commission and a special Task Force.
Fallon Sports Park	New park. Named for its location in Fallon Village area; after historic	Proposed by Staff.

	Fallon family.	
The Wave	New facility. Named after the facility design selected.	Proposed by City Council.
Wallis Ranch Community Park	New park. Named after neighboring development.	Followed 2016 Park Naming Protocol.

There have also been a handful of amenities within facilities that previously had functional names (e.g., the Dublin Council Chambers) that have been renamed over the years for specific reasons, primarily to honor figures that made significant contributions to the community. As shown in the table below, most of these commemorative facility names originated from Staff or City Council request.

Table 2. Amenities Renamed

Facility	Reason for Name Selection	Naming Process
Paul McCreary Sports Pool	Named after long-serving Parks Director McCreary after his passing.	Proposed by Staff.
McCormick Rose Garden	To honor long-time residents Tom and Claudia McCormick for their service to the community.	Proposed by City Council.
Pete Snyder Council Chambers	Named after Dublin's first Mayor after his passing.	Proposed by Staff.
Virginia Bennett Room (Library)	Named after the Library's first Children's Librarian and Branch Manager after her passing.	Proposed by City Council at the Request of the Alameda County Library.
Ambrose Hall (Shannon Center)	Renamed after Dublin's first City Manager (still living).	Proposed by City Council.
Alamilla Springs Ballroom (Senior Center)	Renamed to provide better marketing of the facility.	Proposed by Staff. Community and Parks & Community Services Commission input solicited.
Bray Community Room	Renamed to honor the Sister City relationship with Bray/Wicklow.	Proposed by Staff.

Proposed Policy – City Council Facility Naming Policy

Research of Other Agencies

Staff researched surrounding cities and other communities in California to assist with developing a formal policy for the naming and renaming of parks and facilities in Dublin. Staff focused on agencies that allow for commemorative naming. The results, summarized in Table 3, include the governing and advisory bodies involved, naming criteria, and whether there is a requirement that an honored individual be deceased.

Table 3. Summary of Agency Naming Policies

Agency	Governing Body	Advisory Body	Commemorative Naming Criteria	Deceased Requirement
Dublin Unified	Board of Trustees	Advisory Committee,	For entities or deceased individuals: outstanding contributions, including	No

School District		if directed by Board	financial contributions, to the school community; contributions of statewide, national, or worldwide significance. For living individuals: distinguishable and enduring contributions to the specific school or to the Dublin Unified School District as a whole.	
East Bay Regional Park District (EBRPD)	Board of Directors	None	Substantial or outstanding contributions to EBRPD, the East Bay region, Bay Area, state, or nation.	Yes; for at least 5 years
Fremont	City Council	None	Individual should have impacted the facility/park; unless land donated, will not name after living person; must be most fitting memorial for individual or organization.	Yes
Hollister	City Council	Parks and Recreation Commission	Significant contribution to economic vitality, protection of natural resources, or betterment of specific facility or feature.	Yes; for at least 1 year
Pasadena	City Council	Recreation and Parks Commission	Significant contribution to the community, country, state, or field of parks and recreation.	No
San Ramon	City Council	Parks and Community Services Commission	Significant contribution to City; involvement with community of 10+ years; volunteer within community.	Yes; for at least 3 years
Santa Clara	City Council	Parks and Recreation Commission	Outstanding achievements, contributions, and/or enrichment of the community; Contributions must be documented historically; direct and long-term association with feature or facility.	No
Seaside	City Council	Parks and Recreation Commission; Historical Commission	Significant contributions to protection of natural resources, betterment of facility/park, advancement of recreational opportunities, and volunteered 10+ years in the community.	Yes; for at least 3 years

Based on the above research, maintaining many of the elements of the 2016 Park Naming Protocol, and direction provided by the City Council at its May 5, 2026 meeting, Staff has put together a City Council Facility Naming Policy (Attachment 1) that establishes a clear, consistent, and transparent framework for the naming and renaming of City-owned facilities. The primary provisions of the new Policy include:

- 1) Naming a new, whole facility (not amenities within a facility) requires a public input process and recommendation by the Parks & Community Services Commission, with some flexibility for the City Council to directly select a name that reflects the functionality of the facility.
- 2) Renaming existing, whole facilities (e.g., an entire park) would generally require public and Parks & Community Services Commission input before City Council approval.
- 3) Renaming sub-facility features, or amenities, within a larger facility (e.g., the courtyard of a public facility or a building situated on park property) can be approved directly by the City Council.
- 4) All names must adhere to the criteria defined in the Policy (which are generally in place now).
- 5) Commemorative naming must be for a deceased person, unless the City Council finds that the individual's contribution is so extraordinary and uniquely tied to the facility as to justify an exception, and that no other available recognition is adequate.
- 6) The City Council retains the ultimate decision-making authority for the naming of all community assets.

Staff is requesting that the Parks & Community Services Commission review the proposed policy and provide a recommendation to the City Council for consideration and approval.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The Commission Agenda was posted.

ATTACHMENTS:

- 1) Draft City Council Facility Naming Policy
- 2) Administrative Policy 1.8 – Park Naming Protocol



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: First Amendment to the Development Agreement for the SCS Dublin Project (Dublin Centre) (PLPA-004414-2026)
Prepared by: Amy Million, Community Development Director

EXECUTIVE SUMMARY:

On June 16, 2026 the City Council considered a request by the Applicant, Landsea Homes of California, LLC to approve a First Amendment to the Development Agreement for the SCS Dublin Project (Dublin Centre). The request is focused on amending Section 5.9.2 and the restrictions on issuance of residential building permits prior to non-residential building permits. The City Council waived the first reading and introduced the Ordinance amending the Development Agreement. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the Ordinance Approving a First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California, LLC.

FINANCIAL IMPACT:

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

DESCRIPTION:

Background

The SCS Dublin Project includes development of up to 650 residential units and up to 265,000 square feet of retail commercial development on 76.2 acres north of Interstate 580 between Tassajara Road and Brannigan Street.

On December 6, 2022 the City entered into a Development Agreement with SCS Development Company for the development of the property (Ordinance No. 15-22). The Development Agreement established vested development rights and project phasing requirements intended to ensure that the residential portions of the project would not wholly develop in advance of the commercial portions of the site. Specifically, Section 5.9.2 of the Development Agreement prohibited issuance of building permits for for-sale, market-rate residential units until improvement plans had been approved, bonds posted, and a building permit issued for construction of a non-residential building within the Finnian Way Commercial Area.

The Applicant is requesting approval of a First Amendment to the Development Agreement to address the broader phasing relationship between the residential neighborhoods and the full Finnian Way Commercial Area. The proposed amendment would allow the developer to pull building permits for up to 250 for-sale, market-rate residential units prior to issuance of building permits for the non-residential buildings within the Finnian Way Commercial Area. Prior to issuance of the 251st residential building permit, the developer would be required to have improvement plans approved, bonds posted, and building permits issued for all five approved non-residential buildings within the Finnian Way Commercial Area and continue making commercially reasonable efforts toward vertical construction of those buildings to occupancy authorization.

On June 16, 2026, the City Council waived the first reading and introduced the Ordinance approving the First Amendment to the Development Agreement with added language requiring occupancy authorization for at least three of the six moderate-income, for-sale, entry-level townhome units required by the Project entitlements prior to issuance of the 251st residential building permit. The Ordinance approving the proposed amendment is included as Attachment 1, with the amendment to the Development Agreement included as Attachment 2. The June 16, 2026 City Council Staff Report is included as Attachment 3.

ENVIRONMENTAL DETERMINATION:

In compliance with the California Environmental Quality Act (CEQA), on November 15, 2022 the City Council certified the Final Environmental Impact Report (EIR) for the SCS Dublin Project, which included up to 650 residential units, up to 265,000 square feet of retail commercial development and related infrastructure, and landscape improvements. The EIR included the following permits and approvals from the City of Dublin as part of the project: General Plan Amendment, Specific Plan Amendment, Planned Development Rezone (Stage 1 and Stage 2 Development Plan), Development Agreement, Tentative Tract Map(s) / Parcel Map(s), Site Development Review Permit(s), Grading and Improvement Plans, and Building Permits. Upon approval of the SCS Dublin Project, the City Council adopted a Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations (Resolution No. 135-22).

The proposed project is within the scope of the project covered by the SCS Dublin EIR. The circumstances under which the project is to be undertaken have not substantially changed since the SCS Dublin EIR was prepared and will not substantially change with approval of the project. As supported by the project description for the proposed amendment to the

Development Agreement, the EIR adequately describes the impacts of the project for the purposes of CEQA and no mitigation measures or new alternatives are required by the project other than those previously disclosed and analyzed in the SCS Dublin EIR. Approval of the amendment to the Development Agreement will not create any site-specific operations giving rise to environmental effects different from those examined by the EIR or requiring the preparation of an Initial Study. The proposed project is subject to the SCS Dublin EIR Mitigation Monitoring and Reporting Program. Consequently, pursuant to CEQA Guidelines Section 15162, the project impacts are covered by the SCS Dublin EIR and no further environmental review is required for this project.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Ordinance Approving the First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California, LLC
- 2) Exhibit A to Ordinance – First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California, LLC
- 3) City Council Staff Report dated June 16, 2026 (without attachments)

ORDINANCE NO. XX - 26

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

**APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE SCS
DUBLIN PROJECT BETWEEN THE CITY OF DUBLIN AND LANDSEA HOMES OF
CALIFORNIA LLC
(PLPA-004414-2026)
(APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, and 985-0052-025)**

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

- A. The Applicant, Landsea Homes of California LLC (now operating under the name of its parent company, Risewell Homes), is requesting to amend the Development Agreement with the City of Dublin for the SCS Dublin Project (Dublin Centre). The Dublin Centre Project site includes properties identified by Assessor Parcel Numbers 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, and 985-0052-025, an approximately 76.2-acre site generally bounded by Tassajara Road, Gleason Drive, Brannigan Street, and Dublin Boulevard.
- B. On December 6, 2022 the City Council adopted Ordinance No. 15-22 approving a Development Agreement between the City of Dublin and Award Homes, Inc., SCS Development Company, and Santa Clara Valley Housing Group, Inc. for the SCS Dublin Project, which was recorded in the Official Records of Alameda County on January 19, 2023, as document number 2023005968.
- C. The Applicant is developing the 54-acre portion of the Dublin Centre Project north of Dublin Boulevard identified by Assessor Parcel Numbers 985-0051-006, 985-0052-024, and 985-0052-025. The Development Agreement encompasses the entirety of the 76.2-acre site; however, in accordance with Section 9.2.1 of the Development Agreement, a partial assignment of the Development Agreement to the Applicant was executed in May 2024. The requested approval or "Project" is a First Amendment to the Development Agreement.
- D. The California Environmental Quality Act (CEQA), together with the CEQA 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 project is the subject of an Environmental Impact Report (EIR), State Clearinghouse No. 2022040022. Pursuant to CEQA Guidelines Section 15162, the proposed amendment to the Development Agreement does not result in any impacts beyond what was previously analyzed in the EIR and no further environmental review is required.
- E. The proposed First Amendment to the Development Agreement for the SCS Dublin Project is attached to this Ordinance as Exhibit A.

- F. The Planning Commission held a public hearing on the proposed First Amendment to the Development Agreement on May 26, 2026 for which public notice was given as provided by law.
- G. The Planning Commission recommended that the City Council approve the First Amendment to the Development Agreement for the SCS Dublin Project by Resolution No. 26-05.
- H. A public hearing on the proposed First Amendment to the Development Agreement was held before the City Council on June 16, 2026 for which public notice was given as provided by law.
- I. The City Council has considered the recommendation of the Planning Commission, including the Planning Commission's reasons for its recommendation, the Agenda Statement, all comments received in writing, and all testimony received at the public hearing.

SECTION 2. FINDINGS AND DETERMINATIONS

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

- A. The First Amendment to the Development Agreement is consistent with the objectives, policies, general land uses, and programs specified and contained in the City's General Plan, and in the Eastern Dublin Specific Plan in that: (a) the First Amendment to the Development Agreement incorporates the objectives, policies, general land uses, and programs in the General Plan and Specific Plan and does not amend or modify them; and (b) the Project is consistent with the fiscal policies of the General Plan and Specific Plan with respect to the provision of infrastructure and public services.
- B. The First Amendment to the Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located because the Development Agreement does not amend the uses or regulations in the applicable land use district.
- C. The First Amendment to the Development Agreement is in conformity with public convenience, general welfare, and good land use policies in that the Developer's Project will implement land use guidelines set forth in the Eastern Dublin Specific Plan and the General Plan as articulated in Resolution No. 136-22, amending the General Plan and the Eastern Dublin Specific Plan, adopted by the City Council on November 15, 2022.
- D. The First Amendment to the Development Agreement will not be detrimental to the health, safety, and general welfare in that the Developer's proposed Project will proceed in accordance with all the programs and policies of the General Plan, Eastern Dublin Specific Plan, and future Project Approvals and any Conditions of Approval.
- E. The First Amendment to the Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan, the Eastern Dublin Specific Plan, and future project approvals.

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

SECTION 3. APPROVAL

The City Council hereby approves the First Amendment to the Development Agreement for the SCS Dublin Project (**Exhibit A** to the Ordinance) and authorizes the City Manager to execute it.

SECTION 4. RECORDATION

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

SECTION 5. POSTING OF ORDINANCE

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

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect 30 days following its adoption.

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RECORDING REQUESTED BY:

CITY OF DUBLIN

WHEN RECORDED MAIL TO:

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

Fee Waived per GC 27383

Space above this line for Recorder's use

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

FOR THE SCS DUBLIN PROJECT

BETWEEN THE CITY OF DUBLIN

AND

LANDSEA HOMES OF CALIFORNIA, LLC

THIS AMENDMENT ("Amendment") is made and entered in the City of Dublin on this July 21, 2026 by and between the City of Dublin, a Municipal Corporation (hereafter "City") and Landsea Homes of California, LLC, a Delaware limited liability company (hereafter "Developer"), pursuant to the authority of §§65864 et seq. of the California Government Code and Dublin Municipal Code, Chapter 8.56. City and Developer are from time-to-time individually referred to in this Amendment as a "Party" and are collectively referred to as "Parties."

RECITALS

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

B. Pursuant to that authority, City and Award Homes, Inc., a California corporation ("Award"), SCS Development Company, a California corporation ("SCS Development"), and Santa Clara Valley Housing Group, Inc., a California corporation ("SCV Housing") entered into that certain "Development Agreement for the SCS Dublin Project" dated December 6, 2022 and recorded in the Official Records of Alameda County ("Official Records") on January 19, 2023 as document number 2023005968 ("the Agreement"), regarding that certain real property legally described in Exhibit A to the Agreement.

C. In 2024, Award, SCS Development, and SCV Housing partially assigned, as to Assessors Parcel Nos. 985-51-6, 985-52-24, and 985-52-25, the Agreement to Developer. The property so assigned (the "Assigned Parcels") is legally described in Exhibit A to this Amendment.

D. Amendments to the Agreement are permitted by the mutual consent of the Parties in accordance with Article 9 of the Agreement and by the Development Agreement Statutes; and

E. Pursuant to Section 4.2 of the Agreement, the Term of the Agreement commenced upon the Approval Date and will continue for a period of five (5) years unless otherwise terminated, extended, or modified by the terms of the Agreement; and

F. As this First Amendment pertains only to the Remainder Property, the City and Developer are the only parties required to effect the amendment.

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

Section 1. Section 5.9, Project Phasing, of the Agreement is amended to read in its entirety as follows:

“5.9 Project Phasing. The Property will develop in phases and ultimately will be subject to market conditions. Notwithstanding anything to the contrary in this Agreement, Developer agrees to the following conditions on phasing shall apply:

5.9.1 Phase 1 will consist of site preparation and mass grading of the entire Project site.

5.9.2 Phase 2 is composed of the horizontal development (e.g., construction of streets, utilities, etc.) and vertical construction of the Project, which will happen in sub-phases across all of the Project's Planning Areas. However, to ensure that the residential portions of the Project do not wholly develop in advance of the retail/commercial portions, the following restrictions are imposed on the issuance of permits: building permits for no more than 250 for-sale, market rate residential units shall be issued on any portion of the Project site until (a) improvement plans have been approved, bonds posted, and building permits have been issued for construction of the five non-residential buildings within the Finnian Way Commercial area in Planning Area 2c (as defined, described, and depicted in the PD) and (b) occupancy authorization has been received for no fewer than three (3) of the six (6) moderate-income, for-sale, entry-level townhome units required by the Project entitlements. Developer shall, once such permits are issued, make commercially reasonable efforts to commence and continue vertical construction of such non-residential buildings to occupancy authorization.”

Section 2. Full Force and Effect. Except as specifically clarified, confirmed or modified herein, the Agreement shall continue in full force and effect according to its terms.

Section 3. Defined Terms. Defined terms have the same meaning in this Amendment as in the Agreement unless otherwise specified.

Section 4. Effective Date of Amendment. This Amendment shall become effective upon the date the ordinance approving this Amendment becomes effective.

Section 5. Recordation. City shall record a copy of this Amendment within ten (10) days following execution by all Parties.

[Signature Block on Following Page]

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

CITY OF DUBLIN

By: _____
Colleen Tribby, City Manager

Date: _____

ATTEST:

By: _____
Marsha Moore, City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

LANDSEA HOMES OF CALIFORNIA, LLC
a Delaware limited liability company

By: 
Matt Gibson, EVP, Investments &
Bay Area Division President

Date: 6/9/26

Exhibit "A"
Legal Description of Assigned Parcels

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

PARCEL ONE:

PARCEL 2 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

PARCEL TWO:

PARCEL 3 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

PARCEL THREE:

PARCEL 4 OF PARCEL MAP 9512, FILED JUNE 23, 2008 IN BOOK 308, PAGES 13 THROUGH 18, INCLUSIVE OF PARCEL MAPS, ALAMEDA COUNTY RECORDS.

APN: 985-0051-006 (AFFECTS: PARCEL ONE); 985-0052-024 (AFFECTS: PARCEL TWO) AND 985-0052-025 (AFFECTS: PARCEL THREE)

ACKNOWLEDGMENT

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

State of California
County of Orange)

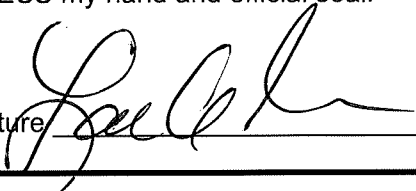
On June 9, 2026 before me, Laura C. Matson, Notary Public
(insert name and title of the officer)

personally appeared Matt Gibson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

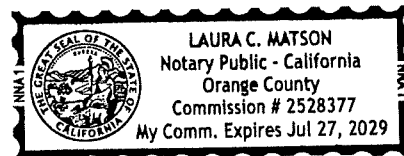
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





STAFF REPORT

CITY COUNCIL

DATE: June 16, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: First Amendment to the Development Agreement for the SCS Dublin Project (Dublin Centre) (PLPA-004414-2026)
Prepared by: Amy Million, Community Development Director

EXECUTIVE SUMMARY:

The City Council will consider a request by the applicant, Landsea Homes of California LLC, to approve a First Amendment to the Development Agreement for the SCS Dublin Project (Dublin Centre). The request is focused on amending Section 5.9 and the restrictions associated with the issuance of residential building permits until a permit is issued for the non-residential portions of the project. The City Council will also consider a finding that the proposed amendment is covered by the SCS Dublin Environmental Impact Report and no further environmental review is required.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, waive the reading, and introduce an **Ordinance** Approving a First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California, LLC.

FINANCIAL IMPACT:

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

DESCRIPTION:

Background

On November 15, 2022 the City Council approved the SCS Dublin Project (Resolution No. 136-22), which includes development of up to 650 residential units and up to 265,000 square feet of retail commercial development on 76.2 acres north of Interstate 580 between Tassajara Road and Brannigan Street.

The project represented the first step in implementing the Preferred Vision for the SCS Dublin Project, which stemmed from an extensive City-led community outreach process focused on identifying appropriate land uses for one of the City's last major undeveloped gateway sites. The adopted vision emphasized creation of a pedestrian-oriented mixed-use district integrating housing, entertainment, retail, open space, and community gathering areas.

A key component of that vision was the creation of a neighborhood-serving commercial corridor along Finnian Way featuring small shops, restaurants, outdoor gathering spaces, and shophouses (residential units with ground-floor commercial space). The broader project also envisioned a regional entertainment district south of Dublin Boulevard intended to create a regional dining and entertainment destination.

On December 6, 2022 the City entered into a Development Agreement with SCS Development Company for the development of the property (Ordinance No. 15-22). The Development Agreement encompasses the entirety of the 76.2 acres; however, in accordance with Section 9.2.1 of the Development Agreement, a partial assignment and assumption was executed in May 2024 assigning a portion of the 76.2 acres from SCS Development Company to Landsea Homes of California LLC. Subsequently, in May 2025 New Home Co. acquired Landsea Homes, and merged the two entities into a new national brand under the name Risewell Homes.

The Development Agreement established vested development rights and project phasing requirements intended to ensure that the residential portions of the project would not wholly develop in advance of the commercial portions of the site. Specifically, Section 5.9.2 of the Development Agreement prohibited issuance of building permits for for-sale, market-rate residential units until improvement plans had been approved, bonds posted, and a building permit issued for construction of a non-residential building within the Finnian Way Commercial Area.

The phasing requirement was intended to support the City's long-term vision for the site by ensuring that the commercial corridor would develop concurrently with the surrounding residential neighborhoods and would not be deferred indefinitely. On November 25, 2024 the City and the Applicant entered into a letter agreement to clarify how Section 5.9.2 would apply to the initial phase of construction. The clarification was intended to allow the first residential units and the first shophouse buildings to proceed together, recognizing that the shophouse buildings contain ground-floor commercial space and therefore advance the commercial corridor concurrently with the initial residential construction. The letter agreement was executed pursuant to Section 9.4 of the Development Agreement and allowed building permits to be issued for up to 74 for-sale, market-rate residential units in advance of a building permit for a non-residential building within the Finnian Way Commercial Area. The 74 units were required to include units within at least two shophouse buildings containing ground-floor retail condominium spaces, and the Applicant was required to continue making commercially reasonable efforts toward construction of the non-residential portions of the project.

Market Conditions and Commercial Leasing Considerations

As construction of the residential portions of the project has progressed, including backbone infrastructure, vertical construction of residential units, and two shophouse buildings within the Finnian Way Commercial Area, the Applicant has indicated that additional residential development, completed infrastructure, and surrounding site activation are needed to support the long-term success of the Finnian Way commercial corridor and strengthen tenant attraction and leasing activity. The Applicant has expressed that many commercial users prefer to lease space in projects where nearby residential neighborhoods, streets, utilities, landscaping, and surrounding vertical construction are substantially complete or actively occupied.

Staff acknowledges that the commercial portions of the project are intended to function as an integrated mixed-use environment rather than an isolated retail center. Completion of nearby residential development and supporting infrastructure is anticipated to help create a more complete and marketable commercial setting aligned with the original vision for the project. Additional occupied residential units will help establish the customer base, activity levels, and market confidence necessary to support long-term commercial viability.

Proposed Amendment

The November 2024 letter agreement addressed phasing for the initial 74 residential units and the first shophouse buildings. The Applicant is now requesting approval of a First Amendment to the Development Agreement to address the broader phasing relationship between the residential neighborhoods and the full Finnian Way Commercial Area. The proposed amendment would allow the developer to pull building permits for up to 250 for-sale, market-rate residential units prior to issuance of building permits for the non-residential buildings within the Finnian Way Commercial Area. Prior to issuance of the 251st residential building permit, the developer would be required to pull building permits for all five approved non-residential buildings within the Finnian Way Commercial Area and continue making commercially reasonable efforts toward vertical construction of those buildings to saleable/leasable condition.

The 250-unit threshold represents half of the residential units approved for the project, and the trigger for the 251st permit is tied to building permits for all five approved non-residential buildings rather than a single non-residential building as required in the original agreement. Staff believes the proposed amendment continues to uphold the City's original intent of ensuring balanced development between the residential and commercial portions of the project while also responding to market realities associated with commercial leasing, tenant attraction, phased site development, and the need to further activate the site prior to full commercial buildout.

Planning Commission Review

The Planning Commission considered the proposed amendment at their regular meeting on May 26, 2026 and recommended approval.

ENVIRONMENTAL DETERMINATION:

In compliance with the California Environmental Quality Act (CEQA), on November 15, 2022 the City Council certified the Final Environmental Impact Report (EIR) for the SCS Dublin Project, which included up to 650 residential units, up to 265,000 square feet of retail commercial development and related infrastructure, and landscape improvements. The EIR included the following permits and approvals from the City of Dublin as part of the project: General Plan Amendment, Specific Plan Amendment, Planned Development Rezone (Stage 1 and Stage 2 Development Plan), Development Agreement, Tentative Tract Map(s) / Parcel Map(s), Site Development Review Permit(s), Grading and Improvement Plans and Building Permits. Upon approval of the SCS Dublin Project, the City Council adopted a Mitigation Monitoring and Reporting Program and a Statement of Overriding Considerations (Resolution No. 135-22).

The proposed project is within the scope of the project covered by the SCS Dublin EIR. The circumstances under which the project is to be undertaken have not substantially changed since the SCS Dublin EIR was prepared and will not substantially change with approval of the project. As supported by the project description, the proposed amendment to the Development Agreement, the EIR adequately describes the impacts of the project for the purposes of CEQA and no mitigation measures or new alternatives are required by the project other than those previously disclosed and analyzed in the SCS Dublin EIR. Approval of the amendment to the Development Agreement will not create any site-specific operations giving rise to environmental effects different from those examined by the EIR or requiring the preparation of an Initial Study. The proposed project is subject to the SCS Dublin EIR Mitigation Monitoring and Reporting Program. Consequently, pursuant to CEQA Guidelines Section 15162, the project impacts are covered by the SCS Dublin EIR and no further environmental review is required for this project.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a Public Notice was mailed to all property owners and occupants within 300 feet of the subject property. A Public Notice was also published in the East Bay Times and posted at several locations throughout the City. A copy of this Staff Report was posted on the City's website and provided to the Applicant.

ATTACHMENTS:

- 1) Ordinance Approving the First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California, LLC
- 2) Exhibit A to Ordinance – First Amendment to the Development Agreement for the SCS Dublin Project Between the City of Dublin and Landsea Homes of California, LLC
- 3) Planning Commission Resolution No. 26-05



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517 Acceptance of Work
Prepared by: Robert Magno, Assistant Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider accepting the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517, that installed rectangular rapid flashing beacons, modified existing curb ramps, and minor improvements at the following locations: Amador Valley Boulevard/Burton Street, Central Parkway/Aspen Street, and Grafton Street/Antone Way. The project also modified the traffic signals and curb ramp at Central Parkway/Hibernia Drive.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517.

FINANCIAL IMPACT:

The Safe Routes to School Project, which is one of several projects included within the Citywide Bicycle and Pedestrian Improvement Project, CIP No. ST0517, was completed with an estimated \$425,723 in funds remaining from the approved budget. Project funding and expenditures were as follows:

Funding Source

General Fund	\$105,000
Measure BB Sales Tax – Local Street Fund	\$630,000
Measure BB Sales Tax – Bike & Pedestrian Fund	\$698,228
Road Maintenance & Rehabilitation Account (RMRA)	\$355,000
Transportation Development Act	\$286,445
Alameda County Grant	\$400,000
Total Funding	\$2,474,673

Expenditures

Construction Contract	\$1,511,600
Change Orders	\$8,092
Contract Services, Design, Salary, and Testing	\$529,258
Total Expenditures	\$2,048,950

Remaining Funds **\$425,723**

Upon City Council acceptance of the Project, the remaining budget will be retained in CIP No. ST0517 and be used on other bicycle and pedestrian improvements, including the Regional Street Crossing Project which is currently underway.

DESCRIPTION:

On July 16, 2024 the City Council awarded a construction contract in the amount of \$1,511,600 to FBD Vanguard Construction Inc. for the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517. The Project included the installation of rectangular rapid flashing beacons at the intersections of Amador Valley Boulevard/Burton Street, Central Parkway/Aspen Street, and Grafton Street/Antone Way; upgrades to existing pedestrian curb ramps in accordance with the Americans with Disabilities Act; and other minor appurtenant improvements. The Project also included modifications to the traffic signals and curb ramps at the intersection of Central Parkway/Hibernia Drive.

During construction, additive and deductive change orders were issued for a net increase of \$8,092 to adjust for the actual quantities of equipment installed.

The improvements have been completed in accordance with plans and specifications to the satisfaction of the City Engineer. Pictures of the completed projects are provided below.

Photo 1. Amador Valley Boulevard/Burton Street



Photo 2. Central Parkway/Aspen Street



Photo 3. Grafton Street/Antone Way



Photo 4. Central Parkway/Hibernia Drive



STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A copy of this Staff Report was provided to FBD Vanguard Construction Inc.

ATTACHMENTS:

- 1) Resolution Accepting the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517
- 2) CIP No. ST0517 - Citywide Bicycle and Pedestrian Improvements

RESOLUTION NO. XX - 26

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**ACCEPTING THE CITYWIDE BICYCLE AND PEDESTRIAN IMPROVEMENTS – SAFE
ROUTES TO SCHOOL PROJECT, CIP NO. ST0517**

WHEREAS, on July 16, 2024 the City awarded a Construction Contract with FBD Vanguard Construction Inc. for the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School Project, CIP No. ST0517 (Project); and

WHEREAS, the Project included the installation of rectangular rapid flashing beacons at the intersections of Amador Valley Boulevard/Burton Street, Central Parkway/Aspen Street, and Grafton Street/Antone Way; upgrades to existing pedestrian curb ramps in accordance with the Americans with Disabilities Act; and other minor appurtenant improvements; and

WHEREAS, the Project also included modifications to the traffic signals and curb ramps at the intersection of Central Parkway/Hibernia Drive; 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 construction contract, FBD Vanguard Construction 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 percent of the final contract value.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby accept the Citywide Bicycle and Pedestrian Improvements – Safe Routes to School, CIP No. ST0517, 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 BY the City Council of the City of Dublin, on this 21st day of July 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

Citywide Bicycle and Pedestrian Improvements

Overview

Project Number ST0517

Description

This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, including pedestrian/bicycle bridges and annual sidewalk repair. This project includes design and construction of improvements recommended in the updated Bicycle and Pedestrian Plan, which was adopted by the City Council on January 10, 2023, as well as the Safe Routes to School improvements. The project also includes an update to the Americans with Disabilities Act (ADA) Transition Plan and implementation of Public Right-of-way Accessibility Guidelines (PROWAG). The plan update will include a review of City buildings, parks, and rights-of-way.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$4.66M	\$2.47M	\$7.33M	\$12M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029 Future	Total	
9400 - Improvements	\$3,173,298	\$1,861,445	\$2,381,000	\$525,000	\$525,000	\$525,000	\$0	\$8,990,743
9200 - Contract Services	\$1,314,668	\$555,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0	\$2,669,668
9100 - Salaries & Benefits	\$127,372	\$50,728	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$258,100
9500 - Miscellaneous	\$40,034	\$7,500	\$5,000	\$5,000	\$5,000	\$5,000	\$0	\$67,534
Total	\$4,655,372	\$2,474,673	\$2,606,000	\$750,000	\$750,000	\$750,000	\$0	\$11,986,045

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$4.66M	\$2.47M	\$7.33M	\$12M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029 Future	Total	
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	\$1,471,600	\$630,000	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$3,101,600
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$601,872	\$698,228	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$2,300,100
2220 - Road Maint. & Rehab Account (RMRA)	\$0	\$355,000	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$1,355,000
2217 - Measure BB Grants	\$135,000	\$0	\$1,053,000	\$0	\$0	\$0	\$0	\$1,188,000
1001 - General Fund	\$858,000	\$105,000	\$0	\$0	\$0	\$0	\$0	\$963,000
2924 - VRF (ACTC) Grants	\$0	\$0	\$803,000	\$0	\$0	\$0	\$0	\$803,000
2212 - Vehicle Registration Fee (Alameda CTC)	\$726,000	\$0	\$0	\$0	\$0	\$0	\$0	\$726,000
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	\$510,000	\$0	\$0	\$0	\$0	\$0	\$0	\$510,000
2203 - Transportation Development Act	\$210,000	\$286,445	\$0	\$0	\$0	\$0	\$0	\$496,445
2923 - Alameda County Grant	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$142,900	\$0	\$0	\$0	\$0	\$0	\$0	\$142,900
Total	\$4,655,372	\$2,474,673	\$2,606,000	\$750,000	\$750,000	\$750,000	\$0	\$11,986,045

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$12K	\$12K	\$12K

Project Timeline

- 01/10/2023**
 Adopted updated Bicycle and Pedestrian Plan.
- 07/1/2024**
 In July 2024, the City was awarded \$400,000 in funding from Alameda County Health Services Department through the Enhancing Vision 2026 (EV2026) Fund and will be used for the Regional Street Mid-block Crossing project.
- 09/25/2024**
 On September 25, 2024, Staff was notified that the City was awarded \$286,445 in Transportation Development Act (TDA) funding after approval by the Metropolitan Transportation Commission (MTC) in March 2025, which will be used for pedestrian and trail improvements along Amador Valley Boulevard and at the Iron Horse Regional Trail crossing.
- 05/22/2025**
 On May 22, 2025 Alameda CTC awarded grant funding in the amount of \$1,053,000 in Measure BB funds and \$803,000 in VRF funds for San Ramon Road and Amador Valley Boulevard intersection

improvements, which will be allocated in Fiscal Year 2025-26.

- **07/1/2025**

The Safe Routes to School improvements at the intersections of Central Parkway at Aspen Street and Hibernia Drive, Grafton Street at Antone Way, and Amador Valley Boulevard at Burton Street are anticipated to be completed late 2025. The Downtown Dublin pedestrian crossing improvements on Regional Street is anticipated to begin construction in summer 2025. The ADA Transition Plan update, funded by the General Fund, is anticipated to be completed in 2026.



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: First Reading of Ordinance Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 and Providing for an Increase in Salary for City Councilmembers and a Decrease in Salary for the Mayor
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider introducing an ordinance revising the Dublin Municipal Code to provide for an adjustment to the City Council salary and to the additional Mayor salary. The adjustments would become operative following certification of the November 2026 General Municipal Election. The City Council considered this item on June 2, 2026 and the ordinance failed to be introduced. Under Item 9 on June 16, the City Council by consensus requested the item return for consideration on the Consent Calendar.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 to Change the Salary for Members of the City Council and the Additional Salary for the Mayor After New Terms of Office Start After the November 2026 General Municipal Election.

FINANCIAL IMPACT:

Sufficient funds are included in the Fiscal Year 2026-27 and 2027-28 budgets.

DESCRIPTION:

Government Code Section (GC) 36516 allows a general law city to provide a salary to City Councilmembers, and an increase in compensation is allowed by ordinance. Additionally, Government Code Section 36516.1 provides that a directly elected Mayor may be compensated in addition to that compensation received as a Councilmember. The salary for City Councilmembers is set in the Dublin Municipal Code Section 2.08.020, and the Mayor's salary is set in Section 2.08.040.

At the May 19, 2026 meeting, the City Council received a report and by motion approved an increase in the City Councilmember salary by four percent per year since the last adjustment in December 2024 and a decrease in the Mayor's additional salary to \$400 per month. The attached ordinance (Attachment 1) reflects that and sets the City Councilmembers' salary at \$1,730.56 per month and the Mayor's additional salary at \$400 per month.

Government Code Section 36516.5 provides that changes in council salaries cannot be made until after a new council term begins following an election. A 1997 California Attorney General Opinion provides that the Mayor salary cannot be decreased during the Mayor's term of office. In accordance with state law, the changes in Councilmember salaries and the additional Mayor salary would not be effective until the new terms of office begin following the November 2026 election.

The City Council considered this item on June 2, 2026 and the ordinance failed to be introduced. Under Item 9 on June 16, the City Council by consensus requested the item return for consideration on the Consent Calendar.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Ordinance Amending Dublin Municipal Code Sections 2.08.020 and 2.08.040 to Change the Salary for Members of the City Council and the Additional Salary for the Mayor After New Terms of Office Start After the November 2026 General Municipal Election
- 2) Dublin Municipal Code Section 2.08.020 and 2.08.040

ORDINANCE NO. XX – 26**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****AMENDING DUBLIN MUNICIPAL CODE SECTIONS 2.08.020 AND 2.08.040
TO CHANGE THE SALARY FOR MEMBERS OF THE CITY COUNCIL AND
THE ADDITIONAL SALARY FOR THE MAYOR AFTER NEW TERMS OF OFFICE START
AFTER THE NOVEMBER 2026 GENERAL MUNICIPAL ELECTION**

WHEREAS, Ordinance No. 6-82 established salaries for members of the City Council, as amended by Ordinances No. 22-85, 8-87, 4-88, 3-89, 1-90, 6-91, 23-99, 7-02, 7-04, 3-06, 5-08, 2-12, 10-16, 07-18, 10-20, 4-22, and 3-24; and

WHEREAS, Government Code Section 36516(a) allows a general law city to provide a salary to City Councilmembers. An increase in compensation is allowed by ordinance; and

WHEREAS, on May 19, 2026 the City Council directed Staff to present an ordinance to increase in the City Councilmembers' salary and a decrease in the Mayor's salary; and

WHEREAS, as required by state law, the salary changes shall not become effective until new Councilmembers are sworn into office following the certification of the November 2026 General Municipal Election.

NOW, THEREFORE, the City Council of the City of Dublin does ordain as follows:

Section 1. Chapter 2.08.020 of the Dublin Municipal Code is hereby amended to read as follows:

2.08.20 Salary for members established.

Pursuant to Section 36516 of the Government Code which provides that a City Council may enact an ordinance providing that each member of the City Council shall receive a salary which shall be determined by a schedule of population for cities, the members of the City Council shall receive a salary of one thousand seven hundred thirty dollars and fifty-six cents (\$1,730.56) per month.

Section 2. Chapter 2.08.040 of the Dublin Municipal Code is hereby amended to read as follows:

2.08.040 Mayor's salary.

The Mayor shall receive a monthly salary equivalent to four hundred dollars (\$400) per month, in addition to that which he/she receives as a Councilmember.

Section 3. Operative Date. In accordance with Government Code section 36516.5 and other provisions of state law, Sections 1 and 2 of this Ordinance shall become operative when new terms of the Mayor and City Councilmembers begin following the certification of the November 2026 General Municipal Election.

Section 4: Effective Date and Posting of Ordinance. This Ordinance shall take effect and be in force thirty (30) days from and after the date of the passage. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Dublin this _____ day of _____ 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

City Clerk

Mayor

2.08.020 Salary for members established.

A. Pursuant to Section 36516 of the Government Code which provides that a city council may enact an ordinance providing that each member of the city council shall receive a salary which shall be determined by a schedule of population for cities, the members of the City Council shall receive a salary of one thousand six hundred dollars (\$1,600) per month.

B. No Councilmember shall be eligible to receive the increase provided herein until one (1) or more Councilmembers begin a new term of office. (Ord. 3-24 § 2; Ord. 17-09 § 1 (part))

2.08.040 Mayor's salary.

The Mayor shall receive a monthly salary equivalent to half (50%) of the City Councilmember salary amount set forth in Section [2.08.020](#)(A), in addition to that which he/she receives as a Councilmember. (Ord. 4-22 § 2; Ord. 17-09 § 1 (part); Ord. 13-92 § 2)



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amendment No. 1 to Freeway Maintenance Agreement With the California Department of Transportation for Maintenance of Improvements Within the State Right-of-Way
Prepared by: Oscar Rivera, Senior Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider amending the Freeway Maintenance Agreement with the California Department of Transportation (Caltrans) to include Caltrans insurance requirements and expand the list of maintenance locations for non-freeway improvements within the Dublin city limits to include new improvements constructed by Landsea Homes of California LLC for the Dublin Centre Project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a First Amendment to the Freeway Maintenance Agreement With the California Department of Transportation for Maintenance of Improvements Within the State Right-of-Way.

FINANCIAL IMPACT:

Landsea Homes of California LLC has provided a Faithful Performance Bond (Bond No. PB03010410776) and a Labor & Materials Bond (Bond No. PB03010410776) both in the amount of \$26,912,000, issued by Philadelphia Indemnity Insurance Company, to guarantee the construction of the offsite improvements associated with the Dublin Centre Project, including those constructed within the California Department of Transportation (Caltrans) right-of-way. Upon acceptance of the offsite improvements within the Caltrans right-of-way, the City will incur annualized maintenance costs estimated to be \$1,523 for street sweeping, slurry seal (every five years), and asphalt concrete pavement overlay (every 20 years).

DESCRIPTION:**Background**

On January 18, 2000, the City Council adopted Resolution No. 01-00 approving a Freeway Maintenance Agreement with the California Department of Transportation (Caltrans) for maintenance of improvements within Caltrans right-of-way. The City will maintain certain non-freeway improvements within the Caltrans right-of-way that are within the city limits.

Under the terms of the Agreement, the City maintains improvements on both a routine and as-needed basis. The maintenance typically provided includes street sweeping, repairing existing pavement, striping, and making sign improvements.

Proposed Amendment

Staff is seeking City Council approval of a first amendment to the Agreement to include Caltrans insurance requirements and expand the list of maintenance locations to incorporate improvements to be constructed by the Dublin Centre Project. These include a right-turn lane, bicycle lane, landscaping, and sidewalk within the public right-of-way along Tassajara Road and within Caltrans right-of-way. Upon completion of the improvements, the City will maintain the asphalt pavement constructed for the northbound Tassajara Road widening and the northbound bike lane. The landscape and sidewalk constructed at the east side of Tassajara Road will be privately maintained by the adjacent property owner.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving a First Amendment to the Freeway Maintenance Agreement With the California Department of Transportation for Maintenance of Improvements Within the State Right-of-Way
- 2) Exhibit A to the Resolution – Amendment No. 1 to Freeway Maintenance Agreement in the City of Dublin
- 3) Exhibit B to the Resolution – Improvement Plan Tassajara Road
- 4) 2000 Freeway Maintenance Agreement between California Department of Transportation and the City of Dublin

RESOLUTION NO. XX – 26

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLINAPPROVING A FIRST AMENDMENT TO THE FREEWAY MAINTENANCE AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF
IMPROVEMENTS WITHIN THE STATE RIGHT-OF-WAY

WHEREAS, the City of Dublin and the California Department of Transportation (Caltrans) entered into a Freeway Maintenance Agreement (Agreement) dated January 18, 2000, whereby the City of Dublin agreed to maintain certain non-freeway improvements within the Caltrans right-of-way and within the city limits, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the City and Caltrans desire to amend the Agreement to include the new improvements attached hereto as **Exhibit B** to this Resolution constructed by Landsea Homes of California LLC as part of the Dublin Centre Project within Caltrans right-of-way and to include Caltrans insurance requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve Amendment No. 1 to the Freeway Maintenance Agreement between the City of Dublin and Caltrans, attached hereto as **Exhibit A** to this resolution.

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

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**AMENDMENT NO. 1
TO
FREEWAY MAINTENANCE AGREEMENT
IN THE CITY OF DUBLIN**

This Amendment No. 1 to the Freeway Maintenance Agreement in the City of Dublin is made and entered into by and between STATE of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and City of Dublin, hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

WITNESSETH:

WHEREAS, a "Freeway Maintenance Agreement" in the City of Dublin, hereinafter referred to as "AGREEMENT", was executed by CITY on February 2nd , 2000, and by STATE on February 8, 2000; and

WHEREAS, AGREEMENT by its terms provides that it may be amended or terminated at any time upon mutual consent of PARTIES; and

WHEREAS, CITY desires to maintain improvements to be constructed under a STATE issued Encroachment Permit No. _____ on Route 580 at Tassajara Road overcrossing in the City of Dublin, referred to as Location 1 in AGREEMENT; generally consisting of striping, bike lanes, and landscaping, etc.; and

WHEREAS, PARTIES hereto now desire that AGREEMENT be amended.

NOW, THEREFORE, PARTIES agree to add "BICYCLE PATHS, LANES, AND CYCLE TRACKS, INSURANCE, and other related articles" below to AGREEMENT and shall become a part of AGREEMENT for all purposes.

1. BICYCLE PATHS, LANES, AND CYCLE TRACKS constructed as permitted encroachments within STATE's right of way, CITY is solely responsible for all permitted improvements within CITY limits, including but not limited to the delineation, fencing, guard railing, drainage facilities and associated landscaping, slope and pavement structural adequacy. CITY will maintain, at CITY's expense, a safe facility for bicycle travel along the entire length of the path/lane/cycle track by providing sweeping and debris removal when necessary; and all signing and striping, and pavement markings required for the direction and operation of that non-motorized facility.

2. Self-Insured. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications, by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B, and identify the AGREEMENT number, and location as depicted in Exhibit A. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence, \$2 million in aggregate, and \$5 million in excess, as may be amended as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

3. Exhibit A of AGREEMENT is hereby amended in accordance with attached sheet 2 of 4 of Exhibit A. This sheet shall be substituted for the like numbered sheet in said AGREEMENT, and shall cancel and supersede previously like numbered page, becoming a part of said AGREEMENT for all purposes.
4. AMENDMENT No. 1 is hereby deemed to be included and made a part of AGREEMENT.

TERM OF AGREEMENT AMENDMENT - This Amendment shall become effective on the date as shown below and shall remain in full force and effect until amended or terminated at any time upon mutual consent of PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Amendment and have delegated to the undersigned the authority to execute this Amendment on behalf of the respective agencies

and covenants to have followed all the necessary legal requirements to validly execute this Amendment.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

CITY OF DUBLIN

STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION

By: Mayor
Sherry Hu

ATTEST;

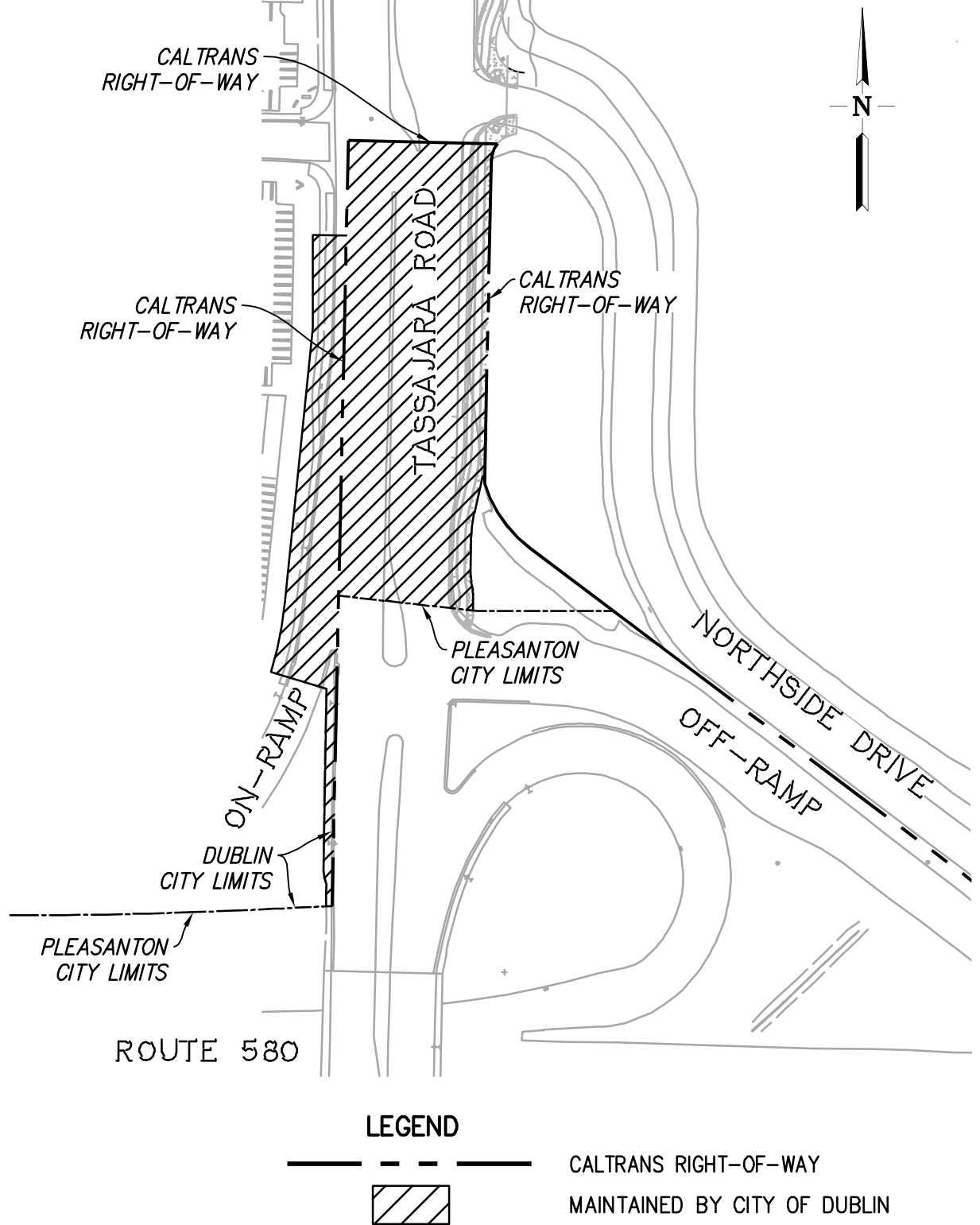
By

CITY Clerk
Marsha Moore

LEAH BUDU Date
Deputy District Director
Maintenance District 4

CITY Attorney
John Bakker

G:\062017\171026\CAD FILES\00-EXHIBITS\FREWAY MAINTENANCE AGREEMENT WITH CITY OF DUBLING 2/27/2026 9:11:13 AM ROBERT PURCELL



SHEET 2 OF 4

EXHIBIT A
FREEWAY MAINTENANCE AGREEMENT
TASSAJARA ROAD OC
LOCATION No. 1
04-ALA-580, PM 17.9/20.0
CITY OF DUBLIN, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ■ PLANNERS ■ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
NTS

DATE:
2-27-2026

JOB NO.:
171026



March 30, 2026

EXHIBIT B

Department of Transportation
PO Box 23660 MS4A
Oakland, CA 92623

Re: Summary of City of Dublin Insurance Maintenance Agreement with California Department of Transportation for improvements for bicycle paths, lanes and cycle tracks to be constructed on Route 580 at Tassajara Road

To whom it may concern:

This letter certifies that the City of Dublin participates in a pooled risk-sharing program for property and liability coverage through the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA), as evidenced by the attached certificates of coverage. PLAN JPA is a joint powers authority composed of public agencies that collectively fund and administer liability claims on behalf of its members. Under this program, coverage for third-party claims arising out of the City of Dublin's general operations, including commercial general liability and automobile liability, is provided through Memoranda of Coverage.

The City of Dublin maintains primary general liability and automobile liability coverage with limits of \$1,000,000 per occurrence through PLAN JPA. In addition, excess liability coverage is provided through the California Affiliated Risk Management Authorities (CARMA) in the amount of \$5,000,000 per occurrence, resulting in total available coverage of \$6,000,000 per occurrence.

Further, the City of Dublin is self-insured for workers' compensation claims and has received consent from the State of California Department of Industrial Relations to operate as a self-insured employer. The City maintains excess workers' compensation insurance through Midwest Employers Casualty Company, with a specific retention of \$500,000 per occurrence and statutory coverage provided above that retention.

Each fiscal year, as part of its budgetary process, the City appropriates funds specifically to satisfy valid claims, including workers' compensation obligations and any retained liabilities associated with its participation in the pooled risk program.

The City of Dublin certifies that its liability coverage meets the requirements set forth in Amendment 1 to the Freeway Maintenance Agreement, including coverage for bodily injury and property damage liability in the amount of \$1,000,000 per occurrence, with excess coverage bringing the total available limits to at least \$6,000,000 per occurrence.

City Council
925.833.6650
City Manager
925.833.6650
Community Development
925.833.6610
Economic Development
925.833.6650
Finance/IT
925.833.6640
Fire Prevention
925.833.6606
Human Resources
925.833.6605
Parks & Community Services
925.833.6645
Police
925.833.6670
Public Works
925.833.6630

100 Civic Plaza
Dublin, CA 94568
P 925.833.6650
F 925.833.6651
www.dublin.ca.gov

If you need any additional information regarding this letter or the attached coverage documentation, please do not hesitate to contact me at 925-833-6614 or sarah.monnastes@dublin.ca.gov.

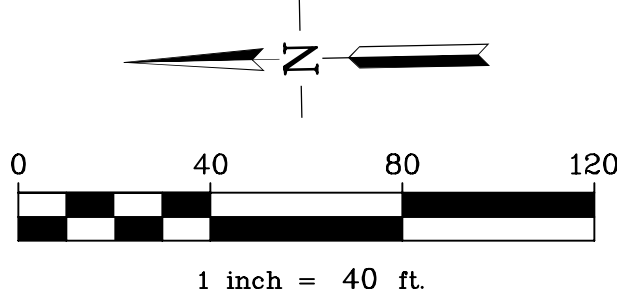
Sincerely,

A handwritten signature in black ink that reads "Sarah Monnastes". The signature is written in a cursive, flowing style.

Sarah Monnastes
Human Resources Director/Risk Manager

Attachments:

1. Certificate of Coverage
2. Liability Certificate of Coverage – Additional Covered Party
3. Certificate to Self-Insure Workers Compensation



TYPICAL NOTES:

- SEE TRAFFIC SIGNAL PLANS PREPARED BY HEXAGON TRANSPORTATION CONSULTANT FOR NEW AND/OR RELOCATION OF TRAFFIC SIGNAL POLES, PULL BOXES, CONTROLLER BOXES, CONDUITS, WIRES, AND PEDESTRAINS POLES.
- SEE JOINT TRENCH PLANS PREPARED BY GIACALONE DESIGN SERVICE FOR NEW AND/OR RELOCATION OF EXISTING JOINT TRENCH FACILITIES INCLUDING UNDERGROUND UTILITY BOXES, TRANSFORMERS, AND OVERHEAD FACILITIES UNDERGROUNDING.
- THE APPLICANT SHALL WORK WITH THE CITY DURING CONSTRUCTION TO IDENTIFY AREAS OF BASE FAILURE, IF REQUIRED BY THE CITY, AND INCORPORATE SUCH BASE REPAIRS AND/OR REPLACEMENT PRIOR TO PLACING THE ASPHALT PAVEMENT, OVERLAP OR SLURRY SEAL.
- AFTER SUBGRADE PREPARATION AND PRIOR TO INSTALLATION OF CURB AND GUTTER OR OTHER SURFACE IMPROVEMENTS, CONTRACTOR SHALL INSTALL THE REQUIRED QUANTITIES AND SIZES OF ALL IRRIGATION SLEEVES AS INDICATED AT THE LOCATIONS AND DEPTHS SHOWN ON THE PROJECT LANDSCAPE AND IRRIGATION PLANS.

NOTES:

- 13 SEE DETAIL 25 ON SHEET C6.9 FOR CURB RAMP DETAIL

CONSTRUCTION NOTES:

- ADJUST EX MANHOLE RIM TO FINISHED PAVEMENT GRADES
- ADJUST EX VALVE BOX TO FINISHED PAVEMENT GRADES
- PROTECT EX MONUMENT DISC IN PLACE AND ADJUST EX BOX COVER TO FINISHED GRADE PER CITY STD. DETAIL CD-500
- CONSTRUCT CONCRETE SIDEWALK
- CONSTRUCT 6" HIGH MEDIAN CURB PER DETAIL A ON SHEET C1.3
- CONSTRUCT 9.5" HIGH MEDIAN CURB PER DETAIL D ON SHEET C1.3
- CONSTRUCT CASE A CURB RAMP PER CALTRANS STD. PLAN AB8A
- CONSTRUCT CASE C CURB RAMP PER CALTRANS STD. PLAN AB8A
- CONSTRUCT CASE F CURB RAMP PER CALTRANS STD. PLAN AB8A
- CONSTRUCT CASE G CURB RAMP PER CALTRANS STD. PLAN AB8A
- CONSTRUCT TYPE G0 STORMWATER INLET PER CALTRANS STD. PLAN D72E
- CONSTRUCT GUTTER DEPRESSION PER CALTRANS STD. PLAN D78A.
- PLACE DRAINAGE INLET MEDALLION MARKER PER CALTRANS STD. PLAN D71.
- CONSTRUCT TYPE A STORMWATER INLET PER CITY STD DETAIL CD-401 OVER TYPE III MANHOLE BASE PER CITY STD DETAIL CD-409
- CONSTRUCT TYPE II MANHOLE BASE PER CITY STD DETAIL CD-408
- EX. UTILITY BOX. TO BE RELOCATED. SEE JOINT TRENCH PLANS

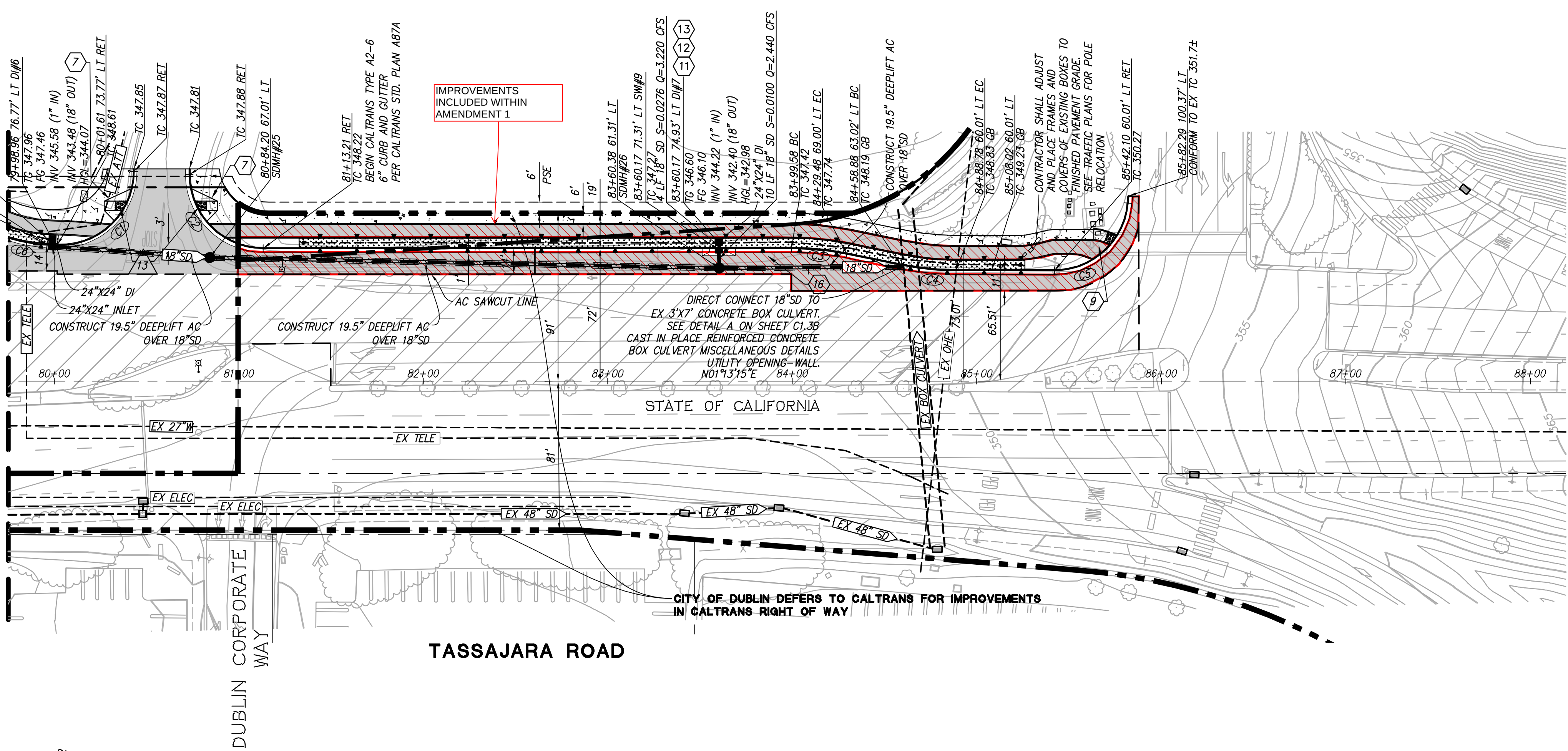
CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	DESC
C1	40.00'	92°17'35"	64.43'	FC
C2	40.00'	90°00'00"	62.83'	FC
C3	150.00'	11°29'52"	30.10'	FC
C4	150.00'	11°29'52"	30.10'	FC
C5	40.00'	85°02'44"	59.37'	FC
C6	79.00'	21°03'27"	29.03'	FC

LEGEND

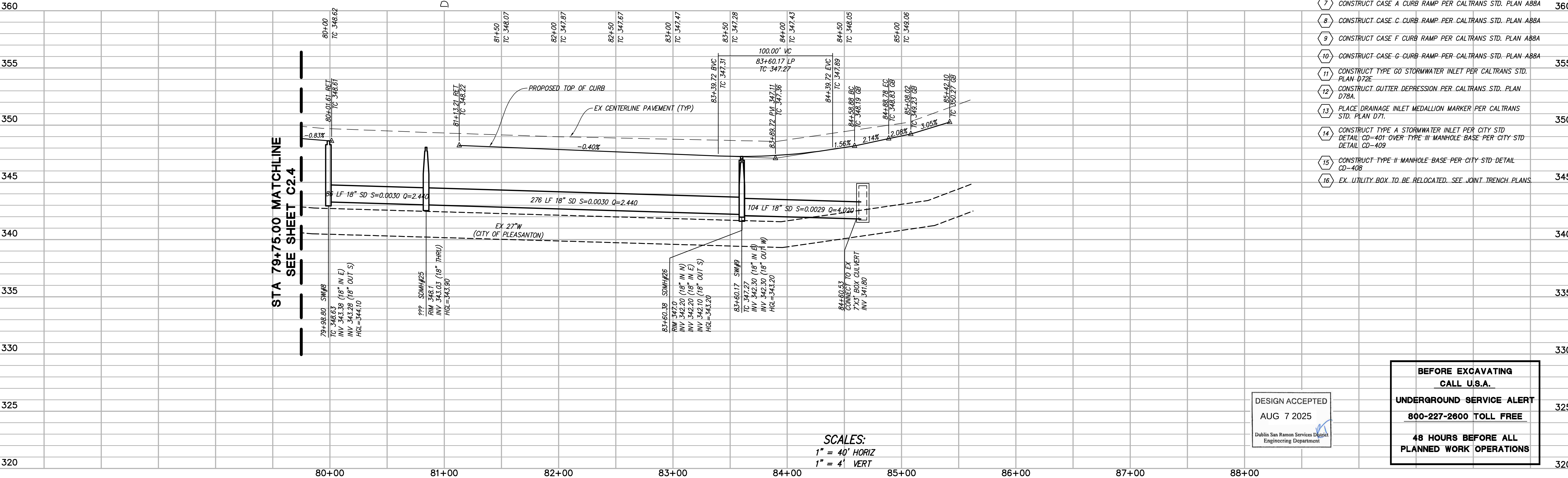
- NEW AC PAVEMENT
- SLURRY SEAL
- 2" MIN AC GRIND AND OVERLAY
- 2" MIN NEW AC FINAL LIFT

CENTER OF CURB OPENING TABLE	
CENTERLINE STATION	
79+92.82	
81+43.96	
81+63.96	
81+83.96	
82+03.96	
82+23.96	
82+43.96	
82+63.96	
82+83.96	
83+03.96	
83+23.96	
83+43.96	
83+63.96	
84+03.96	
84+23.96	
84+43.96	
84+63.96	
85+03.96	
85+23.96	

STA 79+75.00 MATCHLINE
SEE SHEET C2.4



TASSAJARA ROAD



SCALES:
1" = 40' HORIZ
1" = 4' VERT

DESIGN ACCEPTED
AUG 7 2025
Dublin San Ramon Services District
Engineering Department

BEFORE EXCAVATING
CALL U.S.A.
UNDERGROUND SERVICE ALERT
800-227-2600 TOLL FREE
48 HOURS BEFORE ALL
PLANNED WORK OPERATIONS

CONSTRUCTION RECORD	REFERENCE	BY	NO.	REVISIONS	DATE	APP'D
CONTRACTOR						
INSPECTOR						
DATE COMPLETED						



DESIGNED BY	DRAWN BY	CHECKED BY
ES	RL	DC
PLANS PREPARED UNDER SUPERVISION OF		
DOMINIC CARUCCI, RCE 85585		
7/22/2025		
DATE		

SCALE	
HORIZONTAL	1"=40'
VERTICAL	NONE
RJA RUGGERI-JENSEN-AZAR ENGINEERS • PLANNERS • SURVEYORS 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94568 PHONE: (925) 227-9100 FAX: (925) 227-9300	

CITY OF DUBLIN PUBLIC WORKS DEPARTMENT IMPROVEMENT PLANS TASSAJARA ROAD, GLEASON DRIVE, CENTRAL PARKWAY DUBLIN BOULEVARD, AND BRANNIGAN STREET PLAN AND PROFILE TASSAJARA ROAD (STA 79+75 TO STA 88+20) CITY OF DUBLIN ALAMEDA COUNTY CALIFORNIA		
---	--	--

JOB NO.:171026
DATE: JULY 3, 2025
DRAWING NO.
C2.5
OF 172 SHEETS

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into effective this 2nd, day of Feb. 2000, ~~19~~, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as the "STATE," and the City of Dublin, hereinafter referred to as the "CITY," WITNESSETH:

WHEREAS, on June 12, 1989, a freeway agreement was executed between the CITY and the STATE wherein the CITY agreed and consented to certain adjustments of the CITY street system required for the development of that portion of State Highway Route 580, within the limits of the City of Dublin, as a freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, CITY streets or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, Under Section 7 of the above freeway agreement, the CITY has resumed or will resume control and maintenance over each of the relocated or reconstructed CITY streets except on those portions thereof adopted as a part of the freeway proper.

MAINTENANCE DEFINED:

Maintenance is defined in Section 27 of the Streets and Highways Code, in part, as follows:

- Sec. 27. (a) *The preservation and keeping of rights-of-way, and each type of roadway, structure, safety convenience or device, planting, illumination equipment, and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.*
- (b) *Operation of special safety conveniences and devices, and illuminating equipment.*
- (c) *The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure, or facility.*

NOW THEREFORE, IT IS AGREED:

1. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described, which affects the division of maintenance, the STATE will provide a newly dated and revised Exhibit "A," which, when executed by both parties, shall be made a part hereof by this reference to supersede the original exhibit as part of this agreement.

Exhibit "A" consists of plan drawings that delineate the areas within the STATE right of way which are the responsibility of the CITY to maintain in accordance with this Freeway Maintenance Agreement.

2. VEHICULAR OVERCROSSINGS

The STATE will maintain, at STATE expense, the entire structure below the top of the concrete deck surface except as hereinafter provided. The CITY will maintain, at CITY expense, the top of the concrete deck surface, together with any surface treatment thereon. The CITY will also maintain all portions of the structure above the concrete deck surface, as above specified, including lighting installations, as well as all traffic service facilities (signals, signs, pavement markings, rails, etc.) that may be required for the benefit or control of CITY street traffic.

At such locations, as shall be determined by the STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed (as directed by Sect. 92.6 of the Streets and Highways Code). All screens installed under this program will be maintained by the STATE at STATE expense.

3. LANDSCAPED AREAS

All plantings or other types of roadside development lying outside of the area reserved for freeway use shall be maintained by the CITY at CITY expense.

4. INTERCHANGE OPERATION

It is the responsibility of the STATE to provide efficient operation of freeway interchanges including ramp connections to local streets and roads. The maintenance and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices at ramp connections to CITY streets shall be shared, between the STATE and the CITY, and will be covered under a separate document. Timing of traffic signals shall be the responsibility of the STATE.

5. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of STATE highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this agreement. It is understood and agreed that, pursuant to Government Code section 895.4, CITY shall defend, indemnify and save harmless the STATE, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this agreement.

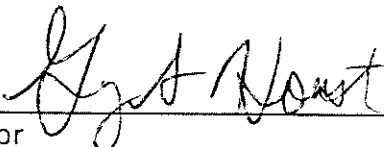
It is understood and agreed that neither the CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall defend, indemnify and save harmless the CITY, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to the STATE under this agreement.

6. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the STATE, it being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of the CITY to maintain designated areas pursuant to prior written notice from the STATE that work in such areas, which the CITY has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

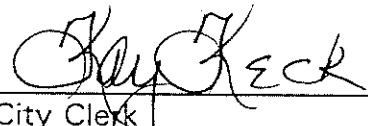
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF DUBLIN



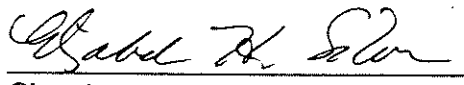
Mayor

Attest:



City Clerk

Approved as to form:



City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

JOSE MEDINA
Director of Transportation

By  2/8/2000

GLENN E. BEHM Date
District Division Chief
Maintenance

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

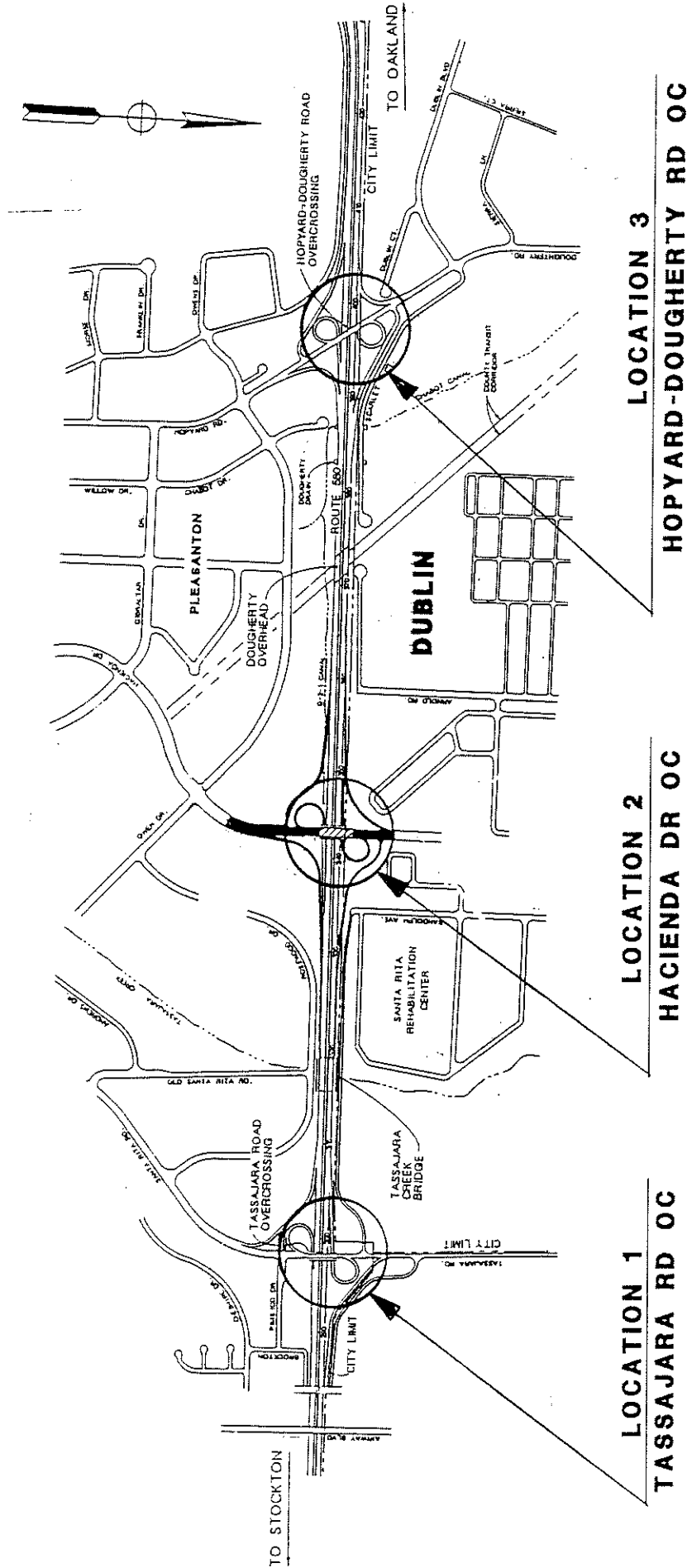
FREEWAY MAINTENANCE AGREEMENT

with the

CITY OF DUBLIN

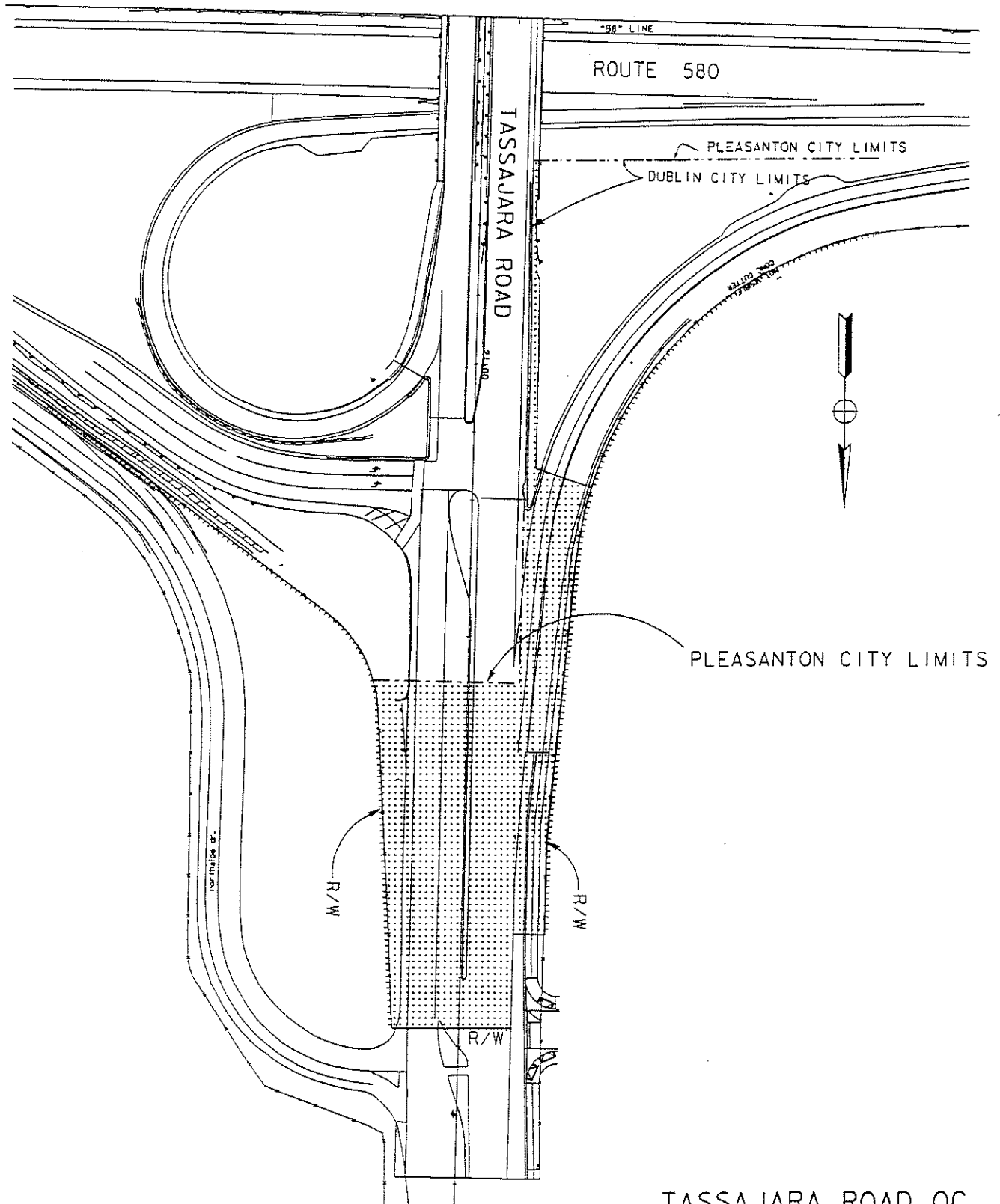
EXHIBIT "A"

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	ALA	580	17.9/20.0	1	4



LOCATION MAP
NO SCALE

EXHIBIT "A"



TASSAJARA ROAD OC
LOCATION No. 1
Sheet 2 of 4

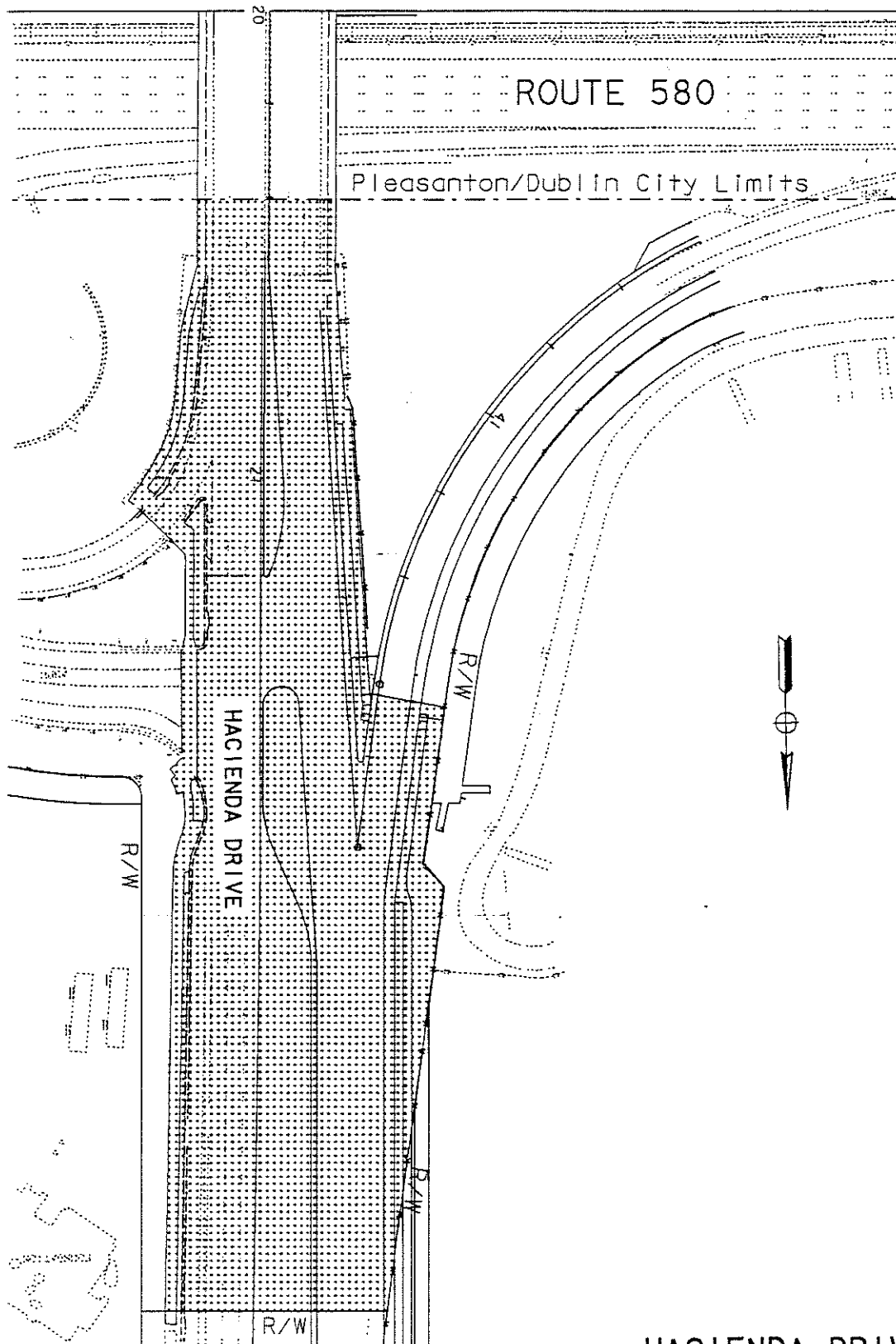
FREEWAY MAINTENANCE AGREEMENT with THE CITY of DUBLIN

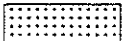
04-ALA-580

Post Miles 17.9/20.0

Date: 4/99

EXHIBIT "A"



 maintained by CITY

HACIENDA DRIVE OC

LOCATION No. 2

Sheet 3 of 4

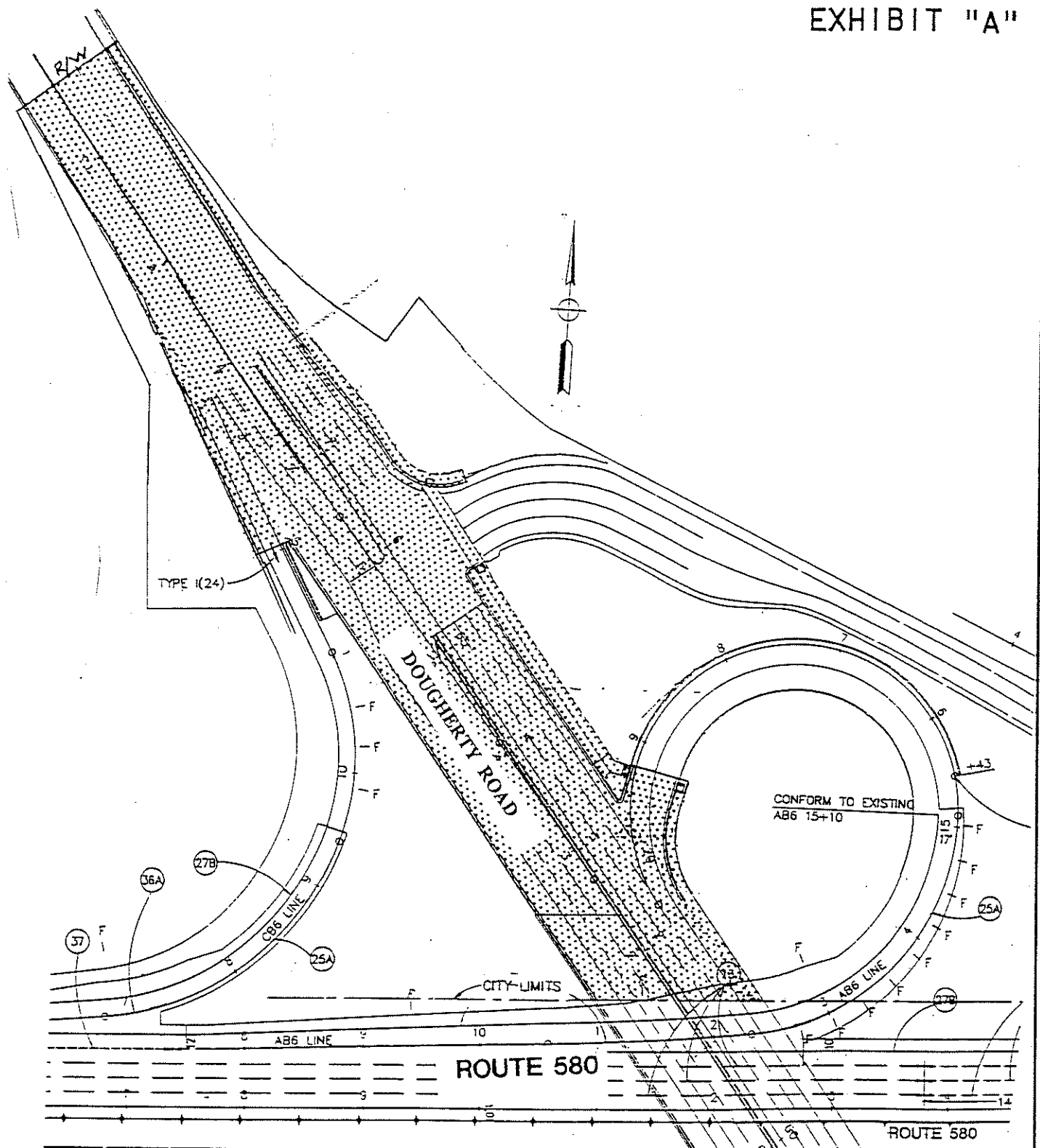
FREEWAY MAINTENANCE AGREEMENT with THE CITY of DUBLIN

04-ALA- 580

Post Miles 17.9/20.0

Date: 4/90

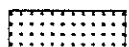
EXHIBIT "A"



HOPYARD-DOUGHERTY ROAD OC

LOCATION No. 3

Sheet 4 OF 4



maintained by CITY

FREEWAY MAINTENANCE AGREEMENT with THE CITY of DUBLIN

04-ALA-580

Post Miles 17.9/20.0

Date: 4/99

RESOLUTION NO. 1 - 00

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN

APPROVING AGREEMENT WITH
STATE DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR
MAINTENANCE OF IMPROVEMENTS WITHIN STATE RIGHT OF WAY

WHEREAS, IN 1989 the City of Dublin executed an agreement with Caltrans regarding construction of freeway improvements at the interchanges of I-580 at Dougherty Road, Hacienda Drive, and Tassajara Road; and

WHEREAS, said 1989 agreement provided that upon completion the City of Dublin would maintain all non-freeway portions of the improvements within the Dublin City Limits; and

WHEREAS, said improvements have been completed;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin approves the agreement with Caltrans, attached hereto as Exhibit A, for maintenance of non-freeway improvements within the State of California right-of-way.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the agreement.

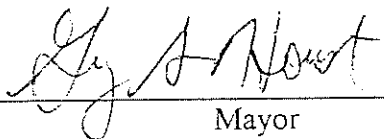
PASSED, APPROVED AND ADOPTED this 18th day of January, 2000.

AYES: *Councilmembers McCormick, Zika, Vice Mayor Lockhart and Mayor Houston*

NOES: *None*

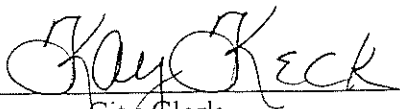
ABSENT: *Councilmember Howard*

ABSTAIN: *None*



Mayor

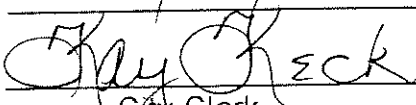
ATTEST:



City Clerk

I hereby certify under penalty of perjury that the foregoing Resolution No. 1-00, adopted by the Dublin City Council on January 18, 2000, is a true and accurate copy of said document taken from the official files of the City of Dublin.

Date: 1/27/00

By: 

City Clerk



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Iron Horse Nature Park and Open Space - Phase 1 Project, CIP No. PK0422
Acceptance of Work
Prepared by: Vatsal Patel, Assistant Public Works Director/City Engineer

EXECUTIVE SUMMARY:

The City Council will consider accepting the Iron Horse Nature Park and Open Space - Phase 1 Project, CIP No. PK0422. The project constructed the first phase of the 12.13-acre Iron Horse Nature Park and Open Space, located adjacent to the existing Iron Horse Regional Trail and Amador Valley Boulevard.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Iron Horse Nature Park and Open Space - Phase 1 Project, CIP No. PK0422.

FINANCIAL IMPACT:

Funding and expenditures for the Iron Horse Nature Park and Open Space - Phase 1 Project, CIP No. PK0422, were as follows:

Funding Sources	
General Fund	\$86,800
State Park Grant	\$2,294,000
Public Facility Fees	\$7,010,446
Unidentified	\$2,778,654
Total Funding	\$12,169,900

Expenditures	
Construction Contract	\$3,324,491
Change Orders	\$970,004
Contract Services, Design, Salary, Environmental Clearance, etc.	\$1,837,086
Total Expenditures	\$6,131,581
 Remaining Funds	 \$6,038,319

The remaining funds will be used for future phases in accordance with the Iron Horse Nature Park and Open Space Master Plan. This will occur after the City acquires the necessary right-of-way and easements from Alameda County and the Alameda County Flood Control and Water Conservation District.

Based on the estimated construction cost for the complete project, there is a projected funding shortfall of \$2,778,654. Staff is working on identifying grant funding opportunities to address this shortfall.

DESCRIPTION:

On October 17, 2023 the City Council awarded a construction contract in the amount of \$3,324,491 to Goodfellow Bros. California, LLC for the Iron Horse Nature Park and Open Space – Phase 1 Project, CIP No. PK0422 (Project). The Project constructed approximately 2,000 linear feet of new trail and removed contaminated soil and a hazardous wooden trestle (a relic of its former use as a railroad corridor). The Project also constructed and installed seating and gathering spaces, a shade structure, a bike rack and repair station, benches, interpretive signs, trail connections to Stagecoach Park and the Iron Horse Regional Trail, and a small arch culvert bridge. Lastly, the Project replaced sidewalk along Amador Valley Boulevard at the trail crossing and mitigated for wetland.

During construction, additive and deductive change orders were issued for a net increase of \$970,004 to include: changes to materials testing services; additional work for roadways, signs, and utilities; time related overhead; removal of materials; additional compensation fees for restocking and storage of materials; revisions to curb ramps in accordance with the Americans with Disabilities Act; installation of additional fencing, irrigation, and drainage; and adjustments for the actual field installed quantities. The improvements have been completed in accordance with plans and specifications to the satisfaction of the City Engineer. Staff recommends that the City Council accept the Project to begin the warranty period.

Photos of the project before, during, and after construction are below.

Photo 1. Project area, before construction



Photo 2. Project area, during construction



Photo 3. Project area, after construction



Photo 4. Project area, after construction



STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A copy of this Staff Report was provided to Goodfellow Bros. California, LLC.

ATTACHMENTS:

- 1) Resolution Accepting the Iron Horse Nature Park and Open Space – Phase 1 Project, CIP No. PK0422
- 2) CIP No. PK0422 - Iron Horse Nature Park and Open Space

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****ACCEPTING THE IRON HORSE NATURE PARK AND OPEN SPACE - PHASE 1 PROJECT, CIP
NO. PK0422**

WHEREAS, on October 17, 2023 the City Council awarded a construction contract in the amount of \$3,324,491 to Goodfellow Bros. California, LLC for the Iron Horse Nature Park and Open Space – Phase 1 Project, CIP No. PK0422; 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 construction contract, Goodfellow Bros. California, LLC 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 percent of the final contract value.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby accept the Iron Horse Nature Park and Open Space – Phase 1 Project, CIP No. PK0422, and authorize Staff to file a Notice of Completion with Alameda County.

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

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

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

Iron Horse Nature Park and Open Space

Overview

Project Number PK0422

Description

This project provides for the planning, design, and construction of 12.13 acres of a nature park and open space adjacent to the Iron Horse Regional Trail, from the Dublin/San Ramon city limit to the confluence of Alamo and South San Ramon Creeks, that may be developed in partnership with Zone 7 Water Agency. The park size could increase to over 20 acres of usable parkland when combined with adjacent Zone 7 Water Agency property. The park will be designed in accordance with the Iron Horse Nature Park and Open Space Master Plan, which was approved by the City Council on October 1, 2013. The City has already acquired 12.13 acres and the balance of the parkland would be accessible through an easement and operational agreement with Zone 7 Water Agency. The City will continue to pursue the acquisition of the Alameda County portion of the Iron Horse Regional Trail corridor to add to the City's portion of the parkland. The Phase I improvements will provide a trail connection to Stagecoach Park, the installation of a shade structure over a picnic area, as well as replacement benches and picnic tables.

In addition to Public Facilities Fee, possible funding sources are additional statewide grants or federal grants for projects that provide non-motorized infrastructure and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities for residents and trail users to reconnect with nature, such as Active Transportation Program grants or Proposition 68.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$5.4M	\$1.5M	\$6.77M	\$12.2M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	\$2,446,027	\$1,248,800	\$2,235,941	\$2,778,654	\$0	\$0	\$0	\$8,709,422
9200 - Contract Services	\$2,381,226	\$196,505	\$0	\$0	\$0	\$0	\$0	\$2,577,731
9500 - Miscellaneous	\$365,500	\$0	\$255,000	\$0	\$0	\$0	\$0	\$620,500
9100 - Salaries & Benefits	\$210,247	\$52,000	\$0	\$0	\$0	\$0	\$0	\$262,247
Total	\$5,403,000	\$1,497,305	\$2,490,941	\$2,778,654	\$0	\$0	\$0	\$12,169,900

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$5.4M	\$1.5M	\$6.77M	\$12.2M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4100 - Public Facility Fees	\$3,056,000	\$1,463,505	\$2,490,941	\$0	\$0	\$0	\$0	\$7,010,446
9998 - Unidentified	\$0	\$0	\$0	\$2,778,654	\$0	\$0	\$0	\$2,778,654
2403 - State Park Grant	\$2,294,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,294,000
1001 - General Fund	\$53,000	\$33,800	\$0	\$0	\$0	\$0	\$0	\$86,800
Total	\$5,403,000	\$1,497,305	\$2,490,941	\$2,778,654	\$0	\$0	\$0	\$12,169,900

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$0	\$1.22M	\$1.22M

Project Timeline

- **07/1/2025**

Planning and design for Phase 1 began in Fiscal Year 2021-22 and construction was awarded and work began in spring 2024. Phase 1 construction is anticipated to be completed in late 2025.



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Actions Taken During City Council Recess
Prepared by: Vatsal Patel, Assistant Public Works Director/City Engineer

EXECUTIVE SUMMARY:

The City Council will receive a report on the administrative actions taken during the City Council recess between June 17, 2026 and July 20, 2026 related to the Pedestrian and ADA Infrastructure Improvements for the Annual Street Resurfacing Project, CIP Nos. ST0117 and ST0517, and the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

The lowest responsive bid for the Pedestrian and ADA Infrastructure Improvements Project was submitted by Terocons, Inc. for \$1,859,208, which is 38 percent lower than the estimated construction cost. Including a construction contingency of \$185,920 (approximately 10 percent) to facilitate change orders for unforeseen construction issues, the total potential construction cost is \$2,045,128. There are sufficient funds in the approved budgets for the Annual Street Resurfacing, CIP No. ST0117 and Citywide Bicycle and Pedestrian Improvements, CIP No. ST0517, to cover these costs.

The lowest responsive bid for the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School, Phase 1 Project was submitted by DeSilva Gates Construction for \$3,568,000, which is 49 percent lower than the estimated construction cost. Including a construction contingency of \$535,200 (15 percent) to facilitate change orders for unforeseen construction issues, the total potential construction cost is \$4,103,200. There are sufficient funds in the approved budget for the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119, to cover these costs.

DESCRIPTION:

On June 16, 2026 the City Council adopted Resolution Nos. 43-26 and 44-26 delegating authority to the City Manager to approve the plans and specifications and to award construction contracts for the Pedestrian and ADA Infrastructure Improvements for the Annual Street Resurfacing Project, CIP Nos. ST0117 and ST0517 (Resurfacing Project), and the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119 (Road Improvements Project).

Resurfacing Project

This project will be completed under the Annual Street Resurfacing and Citywide Bicycle and Pedestrian Improvements Projects, CIP Project Nos. ST0117 and ST0517. It consists of reconstructing curb ramps, curb and gutter, and pavement restriping on the following street segments: Clifden Court, Galway Court, Castilian Road, Padre Way, Peppertree Road, Shannon Avenue, York Drive, Ann Arbor Way, Penn Drive, Brighton Drive, Lone Court, Lone Way, Langmuir Court, Langmuir Lane, Mansfield Avenue, Newcastle Lane, Rosita Court, and Gleason Drive.

On May 19, 2026, the City advertised a bid package for the project consisting of 36 base bid items. Eight sealed bids were received on June 9, 2026 with the lowest responsive bid amount submitted by Terocons, Inc. The bids received are listed in the table below, and a summary of the bids is included as Attachment 1.

Table 1. Bids Received for Resurfacing Project

Contractor	Bid Amount
Terocons, Inc.	\$1,859,208
Sposeto Engineering, Inc.	\$1,894,624
Ghilotti Construction	\$2,181,912
Spencon Construction, Inc.	\$2,185,146
Rosas Brothers Construction	\$2,275,180
J.R.R. Construction, Inc.	\$2,774,285
S&H Construction, Inc.*	-
Kerex Engineering*	-

*Bid rejected due to failure to acknowledge bid addendum.

Staff reviewed the bid results, checked references and necessary licenses, and issued a Notice of Award to Terocons, Inc. for the execution of the construction contract. At the time of the writing of this Staff Report, Staff anticipates executing the contract by July 20, 2026.

The Resurfacing Project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

Road Improvements Project

This project has been split into two phases to ensure timely completion of certain improvements in accordance with regulatory agency permitting and construction requirements.

Phase 1 of the project will construct and install southbound improvements between the project limits, including curb, gutter, planter areas, bio-retention areas, driveways, detached sidewalks, utility relocations and adjustments, landscaping and irrigation infrastructure, lighting infrastructure, pavement, and traffic striping and pavement markings.

On May 29, 2026, the City advertised a bid package for Phase 1 consisting of 65 base bid items. Eight sealed bids were received on June 24, 2026 with the lowest responsive bid amount submitted by DeSilva Gates Construction. The bids received are listed in Table 2 below, and a summary of the bids is included as Attachment 2.

Table 2. Bids Received for Phase 1 of Road Improvements Project

Contractor	Bid Amount
DeSilva Gates Construction	\$3,568,000
O.C. Jones & Sons, Inc.	\$3,648,755
Ghilotti Construction Company	\$4,023,457
Redgwick Construction Co.	\$4,361,698
Bay Cities Paving & Grading	\$4,621,356
Terocons, Inc.	\$4,825,970
McQuire & Hester	\$4,910,434

Staff reviewed the bid results, checked references and necessary licenses, and issued a Notice of Award to DeSilva Gates Construction for the execution of the construction contract. At the time of the writing of this Staff Report, Staff anticipates executing the contract by July 20, 2026.

The Road Improvements Project is subject to the adopted Mitigated Negative Declaration, and a Notice of Determination was filed at the Alameda County Recorder on April 14, 2020.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Summary of Bids - Pedestrian and ADA Infrastructure Improvements for the Annual Street Resurfacing Project
- 2) Summary of Bids - Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School
- 3) Resolution No. 43-26 Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award and Execute the Construction Contract for the Pedestrian and ADA Infrastructure Improvements for the Annual Street Resurfacing, CIP Nos. ST0117 & ST0517, During City Council Recess
- 4) Resolution No. 44-26 Delegating Authority to the City Manager to Approve the Plans and Specifications and to Award and Execute the Construction Contract for the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School, CIP No. ST0119, During City Council Recess
- 5) CIP No. ST0117 - Annual Street Resurfacing Project
- 6) CIP No. ST0517 - Citywide Bicycle and Pedestrian Improvements
- 7) CIP No. ST0119 - Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School



CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
REVISED BID SUMMARY
Monday, June 15, 2026

Attachment 1

Project Name: Pedestrian and ADA Infrastructure Improvements for the Annual Street Resurfacing Project
Project No. : ST0117 and ST0517
Bid Opening Date: Tuesday, June 9, 2026 2:00 PM

BASED BID						Terocons, Inc.		Sposeto Engineering, Inc.		Ghilotti Construction		Spenco Construction, Inc.		Rosas Brothers Construction		J.R.R. Construction, Inc.		S&H Construction, Inc.***		Kerex Engineering***	
ITEM	DESCRIPTION - SCHEDULE A	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization and General Conditions (Not to Exceed 10% of total base	1	LS	\$140,000.00	\$140,000.00	\$108,000.00	\$108,000.00	\$185,000.00	\$185,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$220,000.00	\$220,000.00	Bid Proposal Not Received on Addendum-Issued Bid Proposal Form					
2	Traffic Control and Construction Area Signs (Not to Exceed 10% of to	1	LS	\$86,200.00	\$86,200.00	\$52,000.00	\$52,000.00	\$90,000.00	\$90,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$222,200.00	\$222,200.00						
3	Water Pollution Control	1	LS	\$35,000.00	\$35,000.00	\$7,500.00	\$7,500.00	\$32,000.00	\$32,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00						
4	Utility Potholing	1	LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$48,000.00	\$48,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00						
5	Remove Thermoplastic or Paint Markings, Striping, and Lane Markers	1	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00	\$10,080.00	\$10,080.00						
6	Remove Storm Drain Inlet	5	EA	\$2,000.00	\$10,000.00	\$1,400.00	\$7,000.00*	\$2,100.00	\$10,500.00	\$2,500.00	\$12,500.00	\$3,000.00	\$15,000.00	\$1,920.00	\$9,600.00						
7	Abandon Storm Drain Pipe (12-Inch to 18-Inch)	48	LF	\$100.00	\$4,800.00	\$186.00	\$8,928.00	\$18.00	\$864.00	\$95.00	\$4,560.00	\$130.00	\$6,240.00	\$144.00	\$6,912.00						
8	Remove Storm Drain Pipe (12-Inch to 18-Inch)	47	LF	\$100.00	\$4,700.00	\$260.00	\$12,220.00	\$9.00	\$423.00	\$250.00	\$11,750.00	\$180.00	\$8,460.00	\$132.00	\$6,204.00						
9	Type A Inlet	5	EA	\$6,000.00	\$30,000.00	\$7,200.00	\$36,000.00	\$8,300.00	\$41,500.00	\$5,000.00	\$25,000.00	\$10,000.00	\$50,000.00	\$13,000.00	\$65,000.00						
10	Storm Drain Manhole - Type I	5	EA	\$10,000.00	\$50,000.00	\$10,500.00	\$52,500.00	\$12,500.00	\$62,500.00	\$23,100.00	\$115,500.00	\$20,000.00	\$100,000.00	\$23,000.00	\$115,000.00						
11	Storm Drain Pipe Class III RCP (12-Inch)	41	LF	\$400.00	\$16,400.00	\$380.00	\$15,580.00	\$292.00	\$11,972.00	\$500.00	\$20,500.00	\$600.00	\$24,600.00	\$576.00	\$23,616.00						
12	Storm Drain Pipe Class III RCP (15-Inch)	16	LF	\$400.00	\$6,400.00	\$400.00	\$6,400.00	\$363.00	\$5,808.00	\$630.00	\$10,080.00	\$750.00	\$12,000.00	\$636.00	\$10,176.00						
13	Storm Drain Pipe Class III RCP (18-Inch)	86	LF	\$400.00	\$34,400.00	\$440.00	\$37,840.00	\$280.00	\$24,080.00	\$551.00	\$47,386.00	\$750.00	\$64,500.00	\$610.00	\$52,460.00						
14	Subdrain System	120	LF	\$200.00	\$24,000.00	\$490.00	\$58,800.00	\$250.00	\$30,000.00	\$615.00	\$73,800.00	\$450.00	\$54,000.00	\$875.00	\$105,000.00						
15	Concrete Curb and Gutter	2,462	LF	\$40.00	\$98,480.00	\$77.00	\$189,574.00	\$70.00	\$172,340.00	\$100.00	\$246,200.00	\$120.00	\$295,440.00	\$116.35	\$286,453.70						
16	Concrete Curb Ramp	11,102	SF	\$40.00	\$444,080.00	\$28.00	\$310,856.00	\$39.00	\$432,978.00	\$42.00	\$466,284.00	\$35.00	\$388,570.00	\$29.60	\$328,619.20						
17	Concrete Sidewalk	8,408	SF	\$18.00	\$151,344.00	\$14.50	\$121,916.00	\$23.50	\$197,588.00	\$25.00	\$210,200.00	\$20.00	\$168,160.00	\$25.75	\$216,506.00						
18	Concrete Valley Gutter	4,837	SF	\$30.00	\$145,110.00	\$28.00	\$135,436.00	\$37.50	\$181,387.50	\$30.00	\$145,110.00	\$50.00	\$241,850.00	\$61.00	\$295,057.00						
19	Mulch	83	SF	\$10.00	\$830.00	\$15.00	\$1,245.00	\$5.00	\$415.00	\$15.00	\$1,245.00	\$20.00	\$1,660.00	\$25.00	\$2,075.00						
20	Remove Concrete Flatwork	26,060	SF	\$7.00	\$182,420.00	\$9.20	\$239,752.00	\$10.50	\$273,630.00	\$5.00	\$130,300.00	\$6.00	\$156,360.00	\$6.40	\$166,784.00						
21	Reset Concrete Block Wall at Curb Ramp (Brighton and Ione)	1	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00						
22	Remove Surfacing and Base	32	CY	\$150.00	\$4,800.00	\$180.00	\$5,760.00	\$294.00	\$9,408.00	\$120.00	\$3,840.00	\$100.00	\$3,200.00	\$500.00	\$16,000.00						
23	Subgrade Over-Excavation (Revocable Bid Item)	8	CY	\$100.00	\$800.00	\$200.00	\$1,600.00	\$300.00	\$2,400.00	\$120.00	\$960.00	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00						
24	HMA Conform (6-Inch Depth)	19,456	SF	\$10.00	\$194,560.00	\$18.00	\$350,208.00	\$13.00	\$252,928.00	\$23.00	\$447,488.00	\$20.00	\$389,120.00	\$21.80	\$424,140.80						
25	Thermoplastic Traffic Stripe - Detail 22	800	LF	\$10.00	\$8,000.00	\$4.75	\$3,800.00	\$4.00	\$3,200.00	\$4.20	\$3,360.00	\$18.00	\$14,400.00	\$4.80	\$3,840.00						
26	Thermoplastic Limit Line (White)	252	LF	\$13.00	\$3,276.00	\$11.80	\$2,973.60	\$10.00	\$2,520.00	\$10.50	\$2,646.00	\$20.00	\$5,040.00	\$12.00	\$3,024.00						
27	Thermoplastic Yield Line (White)	112	LF	\$13.00	\$1,456.00	\$11.80	\$1,321.60	\$10.00	\$1,120.00	\$10.50	\$1,176.00	\$15.00	\$1,680.00	\$12.00	\$1,344.00						
28	Thermoplastic Basic Crosswalk (White or Yellow)	252	LF	\$13.00	\$3,276.00	\$11.80	\$2,973.60	\$10.00	\$2,520.00	\$10.50	\$2,646.00	\$20.00	\$5,040.00	\$12.00	\$3,024.00						
29	Thermoplastic Ladder Crosswalk (Yellow)	195	LF	\$100.00	\$19,500.00	\$82.60	\$16,107.00	\$70.00	\$13,650.00	\$73.50	\$14,332.50	\$100.00	\$19,500.00	\$84.00	\$16,380.00						
30	Thermoplastic Pavement Markings	352	SF	\$13.00	\$4,576.00	\$11.80	\$4,153.60	\$10.00	\$3,520.00	\$10.50	\$3,696.00	\$30.00	\$10,560.00	\$12.00	\$4,224.00						
31	Remove Sign Poste and Salvage Sign and Place on New Sign Post	12	EA	\$300.00	\$3,600.00	\$41.30	\$495.60	\$280.00	\$3,360.00	\$36.75	\$441.00	\$700.00	\$8,400.00	\$150.00	\$1,800.00						
32	Furnish and Install Sign and Post	13	EA	\$400.00	\$5,200.00	\$354.00	\$4,602.00	\$300.00	\$3,900.00	\$315.00	\$4,095.00	\$800.00	\$10,400.00	\$375.00	\$4,875.00						
33	Gleason Dr and Hacienda Dr Signal Modification	1	LS	\$85,000.00	\$85,000.00	\$74,000.00	\$74,000.00	\$58,950.00	\$58,950.00	\$73,000.00	\$73,000.00	\$80,000.00	\$80,000.00	\$70,740.00	\$70,740.00						
34	Adjust Water Valve Box to Finish Grade (DSRSD)	7	EA	\$1,000.00	\$7,000.00	\$300.00	\$2,100.00	\$1,300.00	\$9,100.00	\$250.00	\$1,750.00	\$800.00	\$5,600.00	\$800.00	\$5,600.00						
35	Adjust Traffic Detector Handhole to Finish Grade	1	EA	\$1,500.00	\$1,500.00	\$295.00	\$295.00	\$250.00	\$250.00	\$250.00	\$250.00	\$400.00	\$400.00	\$300.00	\$300.00						
36	Painted Red Curb	250	LF	\$10.00	\$2,500.00	\$4.75	\$1,187.50	\$4.00	\$1,000.00	\$4.20	\$1,050.00	\$6.00	\$1,500.00	\$5.00	\$1,250.00						
TOTAL					\$1,859,208.00		\$1,894,624.50		\$2,181,911.50		\$2,185,145.50		\$2,275,180.00		\$2,774,284.70**						

List of Sub-Contractors

Description	Terocons, Inc.	Sposeto Engineering, Inc.	Ghilotti Construction	Spenco Construction, Inc.	Rosas Brothers Construction	J.R.R. Construction, Inc.	S&H Construction, Inc.***	Kerex Engineering***
Striping	Chrisp Co.	Chrisp Co.	Chrisp Co.	Chrisp Co.	DC Striping	Chrisp Co.		
Paving, Utility Adjustments, Concrete				Apena				
Electrical	DC Electric	Columbia Electric	Columbia Electric	DC Electric	Columbia Electric	Columbia Electric		
Storm Drains & Inlets						Golden Bay Construction		
Trucking					A1 Trucking			
Traffic Control			Farwest Safety					
Survey		Mike O'Dell Surveys			Cunha Surveying, Inc.	Mike O'Dell Surveys		



CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Tassajara Improvements - Phase 1
Project No.: ST0119
Bid Opening Date: Wednesday, June 24, 2026 2:00 PM

Attachment 2

BASED BID		Deslve Gates Construction LLC		O.C. Jones & Sons, Inc.		Ghilotti Construction Company		Redgwick Construction Co.		Bay Cities Paving & Grading Inc.		Terocons Inc.		McGuire & Hester	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization (Max 10% of total base bid)	1	LS	\$355,000.00	\$355,000.00	\$364,000.00	\$364,000.00	\$358,000.00	\$358,000.00	\$379,990.00	\$379,990.00	\$450,000.00	\$450,000.00	\$250,000.00	\$250,000.00
2	Construction Staking	1	LS	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$65,000.00	\$65,000.00	\$33,500.00	\$33,500.00	\$50,000.00	\$50,000.00
3	Traffic Control System and Construction Area Signs	1	LS	\$430,375.00	\$430,375.00	\$352,000.00	\$352,000.00	\$328,000.00	\$328,000.00	\$508,507.00	\$508,507.00	\$275,000.00	\$275,000.00	\$100,000.00	\$100,000.00
4	Storm Water Pollution Control Program (Plan and Implementation)	1	LS	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$8,800.00	\$8,800.00	\$55,000.00	\$55,000.00	\$90,000.00	\$90,000.00	\$50,000.00	\$50,000.00
5	Temporary Chain Link Fence (Type CL-6)	1,700	LF	\$10.00	\$17,000.00	\$10.00	\$17,000.00	\$10.00	\$17,000.00	\$3.00	\$5,100.00	\$7.00	\$11,900.00	\$18.00	\$30,600.00
6	EBRPD Two-Rail Wood Fence	180	LF	\$80.00	\$14,400.00	\$80.00	\$14,400.00	\$79.95	\$14,391.00	\$90.00	\$16,200.00	\$104.00	\$18,720.00	\$125.00	\$22,500.00
7	Four-Rail Wood Fence	300	LF	\$86.00	\$25,800.00	\$86.00	\$25,800.00	\$86.50	\$25,950.00	\$110.00	\$33,000.00	\$101.00	\$30,300.00	\$150.00	\$45,000.00
8	Double Leaf Swing Gate	1	EA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$14,975.00	\$14,975.00	\$15,000.00	\$15,000.00	\$15,800.00	\$15,800.00	\$10,000.00	\$10,000.00
9	Clearing and Grubbing	1	LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00	\$45,000.00	\$45,000.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00
10	Remove Fence	1,700	LF	\$6.00	\$10,200.00	\$11.00	\$18,700.00	\$8.00	\$13,600.00	\$12.00	\$20,400.00	\$8.00	\$13,600.00	\$25.00	\$42,500.00
11	Remove Landscape Rockwall	77	LF	\$80.00	\$6,160.00	\$37.00	\$2,849.00	\$90.00	\$6,930.00	\$30.00	\$2,310.00	\$15.00	\$1,155.00	\$200.00	\$15,400.00
12	Relocate Mailbox	3	EA	\$400.00	\$1,200.00	\$900.00	\$2,700.00	\$400.00	\$1,200.00	\$850.00	\$2,550.00	\$400.00	\$1,200.00	\$3,600.00	\$10,800.00
13	Relocate Ranch Sign	1	EA	\$600.00	\$600.00	\$2,700.00	\$2,700.00	\$600.00	\$600.00	\$1,900.00	\$1,900.00	\$600.00	\$600.00	\$6,500.00	\$6,500.00
14	Salvage Tower Light	2	EA	\$1,000.00	\$2,000.00	\$1,600.00	\$3,200.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,100.00	\$4,200.00	\$3,500.00	\$7,000.00
15	Salvage and Relocate/Install Park Sign	1	EA	\$600.00	\$600.00	\$3,200.00	\$3,200.00	\$600.00	\$600.00	\$1,900.00	\$1,900.00	\$600.00	\$600.00	\$6,500.00	\$6,500.00
16	Roadway Excavation	7,520	CY	\$60.00	\$451,200.00	\$67.00	\$503,840.00	\$70.00	\$526,400.00	\$50.00	\$376,000.00	\$85.00	\$639,200.00	\$115.00	\$864,800.00
17	Remove Pull Box	1	EA	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00	\$2,500.00	\$2,500.00	\$700.00	\$700.00	\$1,200.00	\$1,200.00
18	Adjust Utility Service Box to Grade	3	EA	\$2,000.00	\$6,000.00	\$1,100.00	\$3,300.00	\$2,200.00	\$6,600.00	\$1,300.00	\$3,900.00	\$2,300.00	\$6,900.00	\$1,800.00	\$5,400.00
19	Relocate Wood Pole	1	LS	\$4,000.00	\$4,000.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$4,500.00	\$4,500.00
20	Hot Mix Asphalt (Type A)	2,450	TON	\$110.00	\$269,500.00	\$140.00	\$343,000.00	\$145.00	\$355,250.00	\$160.00	\$392,000.00	\$175.00	\$428,750.00	\$180.00	\$441,000.00
21	Class 2 Aggregate Base	4,200	CY	\$60.00	\$252,000.00	\$66.00	\$277,200.00	\$70.00	\$294,000.00	\$50.00	\$210,000.00	\$75.00	\$315,000.00	\$70.00	\$294,000.00
22	Enhancement Geogrid	7,000	SY	\$8.00	\$56,000.00	\$8.00	\$56,000.00	\$7.00	\$49,000.00	\$5.00	\$35,000.00	\$10.00	\$70,000.00	\$10.00	\$70,000.00
22A	Interim Paving	500	TON	\$130.00	\$65,000.00	\$133.00	\$66,500.00	\$225.00	\$112,500.00	\$160.00	\$80,000.00	\$275.00	\$137,500.00	\$180.00	\$90,000.00
23	COO Concrete Curb and Gutter	870	LF	\$55.00	\$47,850.00	\$40.00	\$34,800.00	\$75.00	\$65,250.00	\$160.00	\$139,200.00	\$110.00	\$95,700.00	\$60.00	\$52,200.00
24	Rollled Curb and Gutter	130	LF	\$52.00	\$6,760.00	\$41.00	\$5,330.00	\$90.00	\$11,700.00	\$160.00	\$20,800.00	\$110.00	\$14,300.00	\$60.00	\$7,800.00
25	Concrete Sidewalk	7,800	SF	\$18.00	\$139,600.00	\$8.50	\$66,600.00	\$8.00	\$60,800.00	\$30.00	\$238,800.00	\$20.00	\$152,000.00	\$30.00	\$198,000.00
26	Concrete Driveway	1,060	SF	\$18.00	\$19,080.00	\$14.00	\$14,840.00	\$35.00	\$37,100.00	\$40.00	\$42,400.00	\$23.00	\$38,180.00	\$30.00	\$31,800.00
27	8" Concrete Retaining Curb	70	LF	\$270.00	\$18,900.00	\$153.00	\$10,710.00	\$170.00	\$11,900.00	\$300.00	\$21,000.00	\$325.00	\$22,750.00	\$100.00	\$7,000.00
28	Adjust DGRSD Blowoff Valve Frame and Cover to Grade	3	EA	\$2,500.00	\$7,500.00	\$1,200.00	\$3,600.00	\$2,200.00	\$6,600.00	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00
29	Replace and Adjust AT&T Vault Frame and Cover to Grade	1	EA	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00
30	Adjust AT&T Manhole to Grade	1	EA	\$3,000.00	\$3,000.00	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
31	12" Reinforced Concrete Pipe (Reversible)	35	LF	\$105.00	\$3,675.00	\$20.00	\$700.00	\$300.00	\$10,500.00	\$105.00	\$3,675.00	\$500.00	\$17,500.00	\$280.00	\$9,800.00
32	18" Reinforced Concrete Pipe	1,560	LF	\$118.00	\$184,080.00	\$150.00	\$234,000.00	\$260.00	\$405,600.00	\$200.00	\$312,000.00	\$305.00	\$475,800.00	\$350.00	\$546,000.00
33	4" Perforated Plastic Pipe Underdrain	760	LF	\$6.00	\$4,560.00	\$17.00	\$12,920.00	\$25.00	\$19,000.00	\$13.00	\$9,860.00	\$25.00	\$19,000.00	\$30.00	\$22,800.00
34	4" Underdrain Cleanout	5	EA	\$160.00	\$800.00	\$750.00	\$3,750.00	\$800.00	\$4,000.00	\$800.00	\$4,000.00	\$200.00	\$1,600.00	\$1,200.00	\$6,000.00
35	Storm Drain Drop Inlet	5	EA	\$3,500.00	\$17,500.00	\$5,000.00	\$25,000.00	\$5,000.00	\$25,000.00	\$3,500.00	\$17,500.00	\$3,600.00	\$18,000.00	\$12,000.00	\$60,000.00
36	Trash Capture Device	5	EA	\$850.00	\$4,250.00	\$1,000.00	\$5,000.00	\$1,350.00	\$6,750.00	\$850.00	\$4,250.00	\$1,900.00	\$9,500.00	\$10,000.00	\$50,000.00
37	Concrete Ditch	2	CY	\$1,000.00	\$2,000.00	\$1,100.00	\$2,200.00	\$1,600.00	\$3,200.00	\$1,200.00	\$2,400.00	\$2,200.00	\$4,400.00	\$1,500.00	\$3,000.00
38	Concrete Backfill	12	CY	\$375.00	\$4,500.00	\$370.00	\$4,440.00	\$550.00	\$6,600.00	\$375.00	\$4,500.00	\$800.00	\$9,600.00	\$600.00	\$7,200.00
39	COO Precast Manhole Type I	7	EA	\$8,700.00	\$60,900.00	\$13,000.00	\$91,000.00	\$12,000.00	\$84,000.00	\$9,600.00	\$67,200.00	\$14,500.00	\$101,500.00	\$12,000.00	\$84,000.00
40	Remove/Replace Storm Drain Manhole	1	EA	\$11,000.00	\$11,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$11,000.00	\$11,000.00	\$20,200.00	\$20,200.00	\$10,000.00	\$10,000.00
41	Abandon Culvert	30	LF	\$230.00	\$6,900.00	\$85.00	\$2,550.00	\$200.00	\$6,000.00	\$231.00	\$6,930.00	\$79.00	\$2,370.00	\$55.00	\$1,650.00
42	Remove Culvert	110	LF	\$80.00	\$8,800.00	\$50.00	\$5,500.00	\$60.00	\$6,600.00	\$80.00	\$8,800.00	\$65.00	\$6,930.00	\$75.00	\$8,250.00
43	Bioretention Soil Material (BSM)	310	CY	\$170.00	\$52,700.00	\$115.00	\$35,650.00	\$290.00	\$89,900.00	\$111.00	\$34,410.00	\$115.00	\$35,650.00	\$150.00	\$46,500.00
44	Class 2 Permeable Material	210	CY	\$130.00	\$27,300.00	\$115.00	\$24,150.00	\$145.00	\$30,450.00	\$378.00	\$79,380.00	\$137.00	\$28,770.00	\$150.00	\$31,500.00
45	Bioretention Mulch	55	CY	\$88.00	\$4,840.00	\$88.00	\$4,840.00	\$88.00	\$4,840.00	\$95.00	\$5,225.00	\$91.00	\$5,005.00	\$120.00	\$6,600.00
46	Signaling - Sign Installation and Pole	3	EA	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$750.00	\$2,250.00
47	Signaling - Sign Removal and Pole	4	EA	\$125.00	\$500.00	\$125.00	\$500.00	\$125.00	\$500.00	\$125.00	\$500.00	\$125.00	\$500.00	\$2,000.00	\$8,000.00
48	Signaling - Sign Removal (Panel Only) on Existing Pole	2	EA	\$75.00	\$150.00	\$75.00	\$150.00	\$75.00	\$150.00	\$80.00	\$160.00	\$75.00	\$150.00	\$350.00	\$700.00
49	Painted Striping - Detail 27B	3,600	LF	\$1.00	\$3,600.00	\$0.85	\$3,060.00	\$0.85	\$3,060.00	\$1.00	\$3,600.00	\$0.85	\$3,060.00	\$7.00	\$25,200.00
50	Painted Striping - Detail 29	19,000	LF	\$3.40	\$64,600.00	\$3.40	\$64,600.00	\$3.40	\$64,600.00	\$3.80	\$72,200.00	\$3.40	\$64,600.00	\$7.00	\$133,000.00
51	Painted Striping - Detail 37B	360	LF	\$1.00	\$360.00	\$1.10	\$396.00	\$1.10	\$396.00	\$1.20	\$432.00	\$1.10	\$396.00	\$6.00	\$2,160.00
52	Painted Striping - Detail 38	2,500	LF	\$1.00	\$2,500.00	\$1.15	\$2,875.00	\$1.15	\$2,875.00	\$1.25	\$3,125.00	\$1.20	\$3,000.00	\$6.00	\$15,000.00
53	Painted Striping - 4" White Bike Diagonal Buffer	500	LF	\$1.50	\$750.00	\$1.45	\$725.00	\$1.45	\$725.00	\$1.60	\$800.00	\$1.50	\$750.00	\$6.00	\$3,000.00
54	Painted Pavement Marking - 6" White	320	LF	\$2.00	\$640.00	\$2.00	\$640.00	\$2.00	\$640.00	\$2.20	\$704.00	\$2.00	\$640.00	\$6.00	\$1,920.00
55	Painted Pavement Marking - 6" Yellow	6,600	SF	\$4.00	\$26,400.00	\$4.00	\$26,400.00	\$4.00	\$26,400.00	\$4.00	\$26,400.00	\$4.00	\$26,400.00	\$6.00	\$39,600.00
56	Painted Pavement Marking - Type IV Arrows	240	SF	\$4.00	\$960.00	\$4.00	\$960.00	\$4.00	\$960.00	\$4.50	\$1,080.00	\$4.00	\$960.00	\$6.00	\$1,440.00
57	Deliminator - Class I Type F	92	EA	\$50.00	\$4,600.00	\$50.00	\$4,600.00	\$50.00	\$4,600.00	\$120.00	\$11,040.00	\$90.00	\$8,280.00	\$200.00	\$18,400.00
58	Lighting and Electrical Systems*	1	LS	\$230,000.00	\$230,000.00	\$240,000.00	\$240,000.00	\$226,700.00	\$226,700.00	\$278,500.00	\$278,500.00	\$233,200.00	\$233,200.00	\$240,000.00	\$240,000.00
59	Structure Concrete (Bioretention Area)	169	CY	\$1,600.00	\$2,704.00	\$1,40									

RESOLUTION NO. 43 – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE THE PLANS AND SPECIFICATIONS
AND TO AWARD AND EXECUTE CONSTRUCTION CONTRACT FOR THE PEDESTRIAN AND ADA
INFRASTRUCTURE IMPROVEMENTS FOR THE ANNUAL STREET RESURFACING, CIP NOS. ST0117 &
ST0517, DURING CITY COUNCIL RECESS**

WHEREAS, the design team prepared the plans and specifications for the Pedestrian and ADA Improvements for the Annual Street Resurfacing Project, CIP Nos. ST0117 and ST0517 (Project), which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, the City Council will be in recess from June 17, 2026 through July 20, 2026; and

WHEREAS, Staff is aware of specific actions that will be needed for the Project during the City Council recess; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.090 and 2.36.160 of the Dublin Municipal Code to the City Manager, provided the bids come in within the budget pre-approved by the City Council and that all other competitive bidding procedures are satisfied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the plans and specifications for the Project during City Council recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to award and execute the contracts and other associated administrative matters needed for the Project within existing budgetary appropriations during the City Council recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of \$230,000.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the July 21, 2026 City Council meeting.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin, on this 16th day of June, 2026 by the following vote:

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

NOES:

ABSENT:

ABSTAIN:

Signed by:

E447712E23934C0...
Mayor

ATTEST:

DocuSigned by:

9BB70815D22F40A...
City Clerk

RESOLUTION NO. 44 – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****DELEGATING AUTHORITY TO THE CITY MANAGER TO APPROVE THE PLANS AND SPECIFICATIONS
AND TO AWARD AND EXECUTE THE CONSTRUCTION CONTRACT FOR TASSAJARA ROAD
IMPROVEMENTS – NORTH DUBLIN RANCH DRIVE TO QUARRY LANE SCHOOL, CIP NO. ST0119,
DURING CITY COUNCIL RECESS**

WHEREAS, the design team prepared the plans and specifications for the Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School Project, CIP No. ST0119 (Project), which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, the City Council will be in recess from June 17, 2026 through July 20, 2026; and

WHEREAS, Staff is aware of specific actions that will be needed for the Project during City Council recess; and

WHEREAS, the City Council will be exercising authority pursuant to Section 2.04.190 of the Dublin Municipal Code to delegate its authority in Sections 2.36.090 and 2.36.160 of the Dublin Municipal Code to the City Manager, provided the bids come in within the budget pre-approved by the City Council and that all other competitive bidding procedures are satisfied.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the plans and specifications for the Project during City Council recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to award and execute the contracts and other associated administrative matters needed for the Project within existing budgetary appropriations during City Council recess.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of \$1,050,000.

BE IT FURTHER RESOLVED that the City Manager shall report to the City Council regarding the actions taken under this resolution at the July 21, 2026 City Council meeting.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin, on this 16th day of June, 2026 by the following vote:

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

NOES:

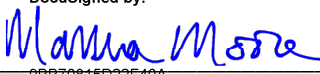
ABSENT:

ABSTAIN:

Signed by:

E447712E23934C0...
Mayor

ATTEST:

DocuSigned by:

9BB70815D22F40A...
City Clerk

Annual Street Resurfacing

Overview

Project Number ST0117

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 79.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$15.5M	\$4.6M	\$22.6M	\$38.1M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029Future	Total	
9400 - Improvements	\$12,737,648	\$3,653,324	\$3,550,000	\$3,550,000	\$3,550,000	\$3,550,000	\$0	\$30,590,972
9200 - Contract Services	\$2,509,344	\$775,000	\$775,000	\$775,000	\$775,000	\$775,000	\$0	\$6,384,344
9100 - Salaries & Benefits	\$227,235	\$167,500	\$167,500	\$167,500	\$167,500	\$167,500	\$0	\$1,064,735
9500 - Miscellaneous	\$56,311	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$93,811
Total	\$15,530,538	\$4,603,324	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$0	\$38,133,862



Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$15.5M	\$4.6M	\$22.6M	\$38.1M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029Future	Total	
2220 - Road Maint. & Rehab Account (RMRA)	\$4,263,599	\$2,350,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$0	\$14,613,599
1001 - General Fund	\$467,999	\$1,250,000	\$2,086,900	\$1,750,000	\$1,850,000	\$1,850,000	\$0	\$9,254,899
2201 - State Gas Tax	\$5,289,941	\$700,000	\$413,100	\$750,000	\$650,000	\$650,000	\$0	\$8,453,041
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	\$2,831,020	\$200,000	\$0	\$0	\$0	\$0	\$0	\$3,031,020
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	\$1,784,999	\$0	\$0	\$0	\$0	\$0	\$0	\$1,784,999
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$304,500	\$0	\$0	\$0	\$0	\$0	\$0	\$304,500
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
2304 - Local Recycling Programs	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000
9997 - Other	\$0	\$103,324	\$0	\$0	\$0	\$0	\$0	\$103,324
2216 - Measure B Grants	\$82,500	\$0	\$0	\$0	\$0	\$0	\$0	\$82,500
4309 - Mitigation Contributions	\$45,980	\$0	\$0	\$0	\$0	\$0	\$0	\$45,980
Total	\$15,530,538	\$4,603,324	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$0	\$38,133,862

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$0	\$0	\$0

Project Timeline

● 04/1/2025

The City was awarded grant funding from the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program in the amount of \$103,324 and will be used for a rubberized cape seal treatment that will be constructed in 2026.

● 07/1/2025

Construction of the 2024 Overlay, and 2024 Cape Seal projects are complete. Construction began in May 2025 for the 2025 Slurry Seal project. Design is currently underway for the 2026 Street Resurfacing project and the preliminary engineering began for the 2027 Street Resurfacing project. Improvements are typically constructed each year between spring and fall.

Citywide Bicycle and Pedestrian Improvements

Overview

Project Number ST0517

Description

This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, including pedestrian/bicycle bridges and annual sidewalk repair. This project includes design and construction of improvements recommended in the updated Bicycle and Pedestrian Plan, which was adopted by the City Council on January 10, 2023, as well as the Safe Routes to School improvements. The project also includes an update to the Americans with Disabilities Act (ADA) Transition Plan and implementation of Public Right-of-way Accessibility Guidelines (PROWAG). The plan update will include a review of City buildings, parks, and rights-of-way.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$4.66M	\$2.47M	\$7.33M	\$12M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029 Future	Total	
9400 - Improvements	\$3,173,298	\$1,861,445	\$2,381,000	\$525,000	\$525,000	\$525,000	\$0	\$8,990,743
9200 - Contract Services	\$1,314,668	\$555,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0	\$2,669,668
9100 - Salaries & Benefits	\$127,372	\$50,728	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$258,100
9500 - Miscellaneous	\$40,034	\$7,500	\$5,000	\$5,000	\$5,000	\$5,000	\$0	\$67,534
Total	\$4,655,372	\$2,474,673	\$2,606,000	\$750,000	\$750,000	\$750,000	\$0	\$11,986,045

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$4.66M	\$2.47M	\$7.33M	\$12M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029 Future	Total	
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	\$1,471,600	\$630,000	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$3,101,600
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$601,872	\$698,228	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$2,300,100
2220 - Road Maint. & Rehab Account (RMRA)	\$0	\$355,000	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$1,355,000
2217 - Measure BB Grants	\$135,000	\$0	\$1,053,000	\$0	\$0	\$0	\$0	\$1,188,000
1001 - General Fund	\$858,000	\$105,000	\$0	\$0	\$0	\$0	\$0	\$963,000
2924 - VRF (ACTC) Grants	\$0	\$0	\$803,000	\$0	\$0	\$0	\$0	\$803,000
2212 - Vehicle Registration Fee (Alameda CTC)	\$726,000	\$0	\$0	\$0	\$0	\$0	\$0	\$726,000
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	\$510,000	\$0	\$0	\$0	\$0	\$0	\$0	\$510,000
2203 - Transportation Development Act	\$210,000	\$286,445	\$0	\$0	\$0	\$0	\$0	\$496,445
2923 - Alameda County Grant	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$142,900	\$0	\$0	\$0	\$0	\$0	\$0	\$142,900
Total	\$4,655,372	\$2,474,673	\$2,606,000	\$750,000	\$750,000	\$750,000	\$0	\$11,986,045

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$12K	\$12K	\$12K

Project Timeline

- **01/10/2023**
Adopted updated Bicycle and Pedestrian Plan.
- **07/1/2024**
In July 2024, the City was awarded \$400,000 in funding from Alameda County Health Services Department through the Enhancing Vision 2026 (EV2026) Fund and will be used for the Regional Street Mid-block Crossing project.
- **09/25/2024**
On September 25, 2024, Staff was notified that the City was awarded \$286,445 in Transportation Development Act (TDA) funding after approval by the Metropolitan Transportation Commission (MTC) in March 2025, which will be used for pedestrian and trail improvements along Amador Valley Boulevard and at the Iron Horse Regional Trail crossing.
- **05/22/2025**
On May 22, 2025 Alameda CTC awarded grant funding in the amount of \$1,053,000 in Measure BB funds and \$803,000 in VRF funds for San Ramon Road and Amador Valley Boulevard intersection

improvements, which will be allocated in Fiscal Year 2025-26.

- **07/1/2025**

The Safe Routes to School improvements at the intersections of Central Parkway at Aspen Street and Hibernia Drive, Grafton Street at Antone Way, and Amador Valley Boulevard at Burton Street are anticipated to be completed late 2025. The Downtown Dublin pedestrian crossing improvements on Regional Street is anticipated to begin construction in summer 2025. The ADA Transition Plan update, funded by the General Fund, is anticipated to be completed in 2026.

Tassajara Road Improvements - North Dublin Ranch Drive to Quarry Lane School

Overview

Project Number ST0119

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.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$13.5M	\$1.5M	\$1.5M	\$15M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	\$10,340,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$11,840,000
9200 - Contract Services	\$2,169,660	\$0	\$0	\$0	\$0	\$0	\$0	\$2,169,660
9300 - Land/Right-of-way	\$436,300	\$0	\$0	\$0	\$0	\$0	\$0	\$436,300
9500 - Miscellaneous	\$418,000	\$0	\$0	\$0	\$0	\$0	\$0	\$418,000
9100 - Salaries & Benefits	\$136,040	\$0	\$0	\$0	\$0	\$0	\$0	\$136,040
Total	\$13,500,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$15,000,000

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$13.5M	\$1.5M	\$1.5M	\$15M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
4306 - Tri-Valley Transportation Development Fee	\$5,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500,000
4301 - Eastern Dublin Transportation Impact Fee	\$3,848,020	\$0	\$0	\$0	\$0	\$0	\$0	\$3,848,020
4305 - Traffic Impact Fee - Dougherty Valley	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
2922 - Tri-Valley Transportation Council Grants	\$1,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,450,000
2201 - State Gas Tax	\$1,201,980	\$0	\$0	\$0	\$0	\$0	\$0	\$1,201,980
2217 - Measure BB Grants	\$0	\$872,000	\$0	\$0	\$0	\$0	\$0	\$872,000
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
2207 - Transportation for Clean Air	\$0	\$128,000	\$0	\$0	\$0	\$0	\$0	\$128,000
Total	\$13,500,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$15,000,000

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$20K	\$20K	\$20K

Project Timeline

● 07/1/2025

Right-of-way acquisition was completed in mid-2025. The project is currently in design and permitting with resource agencies with construction anticipated to begin in late 2025.



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Alameda County Transportation Commission 2028 Comprehensive Investment Plan - Resolutions of Local Support for Projects
Prepared by: Sai Midididdi, Transportation and Operations Manager

EXECUTIVE SUMMARY:

The City Council will consider approving Resolutions of local support for grant applications for the Alameda County Transportation Commission 2028 Comprehensive Investment Plan funding opportunity, including the Safe Routes to School Capital Grant Pilot Program. Grant applications will seek funding for the Dublin Boulevard Extension from Fallon Road to North Canyons Parkway - Phase 1A project, CIP No. ST0216, Pedestrian Improvements included in the Fiscal Year 2027-28 Annual Street Resurfacing project, CIP No. ST0117, and a coordinated, joint application with the City of Pleasanton for Local Street Resurfacing at I-580 Interchanges project, CIP No. ST0227.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Dublin Boulevard Extension from Fallon Road to North Canyons Parkway - Phase 1A Project, CIP No. ST0216, and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project; and 2) Adopt the **Resolution** Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the 2027-28 Pedestrian Improvements for Annual Street Resurfacing, CIP No. ST0117, and Committing Any Necessary Matching Funds and Stating Assurances to Complete the Project.

FINANCIAL IMPACT:

There is no cost associated with submitting applications for the Alameda County Transportation Commission (Alameda CTC) 2028 Comprehensive Investment Plan funding opportunity, except the cost of staff time needed to prepare the applications. However, the applications require commitment of local matching funds equal to or greater than 25 percent of

the funding requested. If Alameda CTC awards grant funding to the City of Dublin, the local matching funds will be provided from project budgets as adopted in the Five-Year Capital Improvement Program 2026-2031.

DESCRIPTION:

The Alameda County Transportation Commission (Alameda CTC) manages the planning, funding, and delivery of transportation projects within Alameda County, including the allocation of various federal, state, regional, and local funds. The Comprehensive Investment Plan (CIP) is Alameda CTC's strategic planning document used to allocate funding for transportation infrastructure and programs.

For the 2028 cycle, Alameda CTC released two funding opportunities: 1) the 2028 CIP Call for Projects, and 2) the Safe Routes to Schools (SR2S) Capital Grant Pilot Program. While presented as separate programs, both follow a consistent set of principles, share a common application process and schedule, and are funded through the overall CIP framework.

The 2028 CIP Call for Projects provides approximately \$200 million in combined discretionary local funding sources, including Measures B and BB (MB/BB), Vehicle Registration Fee (VRF), Transportation Fund for Clean Air (TFCA), I-580 Toll Revenues, Federal One Bay Area Grant Cycle 4, and Community Action Resource and Empowerment (CARE) for eligible projects within Alameda County. Funding is allocated over five fiscal years, from 2027-28 through 2031-32, with the first two years of funding allocated upon Alameda CTC approval. The remaining three years of unallocated funds are programmed but require future Alameda CTC action for allocation.

As part of this overall program, Alameda CTC reserves approximately \$4,000,000 to support the SR2S Capital Grant Pilot Program, focusing on safety improvements near schools and having distinct funding limits and eligibility requirements.

Each eligible applicant may submit up to three applications under the CIP program, and one application under the SR2S Capital Grant Pilot Program. For CIP projects, grant amounts may range from a minimum of \$250,000 to a maximum of \$10,000,000 per application. For SR2S projects, grant amounts may range from a minimum of \$250,000 to \$1,000,000 per application. Each program requires a 25 percent or greater local match.

The Alameda CTC 2028 CIP call for projects and program guidelines require that each funding application include a resolution of local support that conforms to Alameda CTC's resolution template. The resolution of local support affirms the City Council's authorization to submit grant applications, commits to the provision of local matching funds, and commits the City to complete the project as proposed in the application.

Staff proposes submitting three grant applications for the 2028 CIP funding opportunity to support projects that enhance safety, connectivity, and overall transportation system efficiency in Dublin. Grant funding is available through multiple CIP program categories. Dublin's proposed projects are detailed below.

Dublin Boulevard Extension from Fallon Road to North Canyons Parkway - Phase 1A Project

The Dublin Boulevard Extension - Phase 1A Project (Phase 1A), CIP No. ST0216, will construct a complete streets corridor from Fallon Road to the City limit, representing the first segment of a planned regional connection between Dublin and Livermore. Phase 1A will improve east–west connectivity, support planned growth in eastern Dublin, and enhance multimodal access for all users. Phase 1A has been refined in response to prior stakeholder and the Bicycle and Pedestrian Advisory Committee input and now includes Class IV separated bikeways on both sides of the roadway with a continuous raised or solid median separation, ADA-compliant sidewalks, and accessible crossings. All intersections will be designed as protected intersections incorporating corner refuge islands, dedicated bicycle signal phases, and leading intervals for bicyclists and pedestrians to reduce conflicts and improve safety. Phase 1A also includes access management strategies to minimize driveway conflicts and maintain bicycle and pedestrian continuity.

Phase 1A represents a near-term implementation opportunity and is well-positioned for grant funding. A resolution that conforms to the Alameda CTC's template is included as Attachment 1. Project costs and status are as follows:

- Current phase – 95 percent design phase
- 95 percent design construction cost estimate - \$66,000,000
- Amount of grant funding requested - \$10,000,000
- Minimum match required - \$2,500,000
- Estimated Construction – Summer 2028

2027-2028 Pedestrian Improvements for Annual Street Resurfacing Project

The Annual Street Resurfacing Project, CIP No. ST0117, will provide for the design and construction of pavement rehabilitation and associated improvements throughout the City. The project will enhance safety and accessibility along Davona Drive in the immediate vicinity of Murray Elementary School by replacing existing curb ramps with the Americans with Disabilities Act compliant ramps, improving pedestrian crossings, and addressing pavement deficiencies. These improvements will support safe access for students walking and biking to school, particularly along routes with regular pedestrian activity.

Davona Drive is a key route for students and families traveling to and from Murray Elementary School. The project will address accessibility gaps and improve overall safety conditions along the corridor, supporting the City's ongoing efforts to enhance pedestrian infrastructure near schools. This project is identified in the Bicycle and Pedestrian Plan and in the Safe Routes to School assessment performed by Alameda CTC.

The project is an eligible candidate for Alameda CTC's CIP grant funding under the Bicycle and Pedestrian Program. A resolution that conforms to the Alameda CTC's template is included as Attachment 2. Project costs and status are as follows:

- Current phase – 35 percent design phase

- 35 percent design construction cost estimate - \$1,050,000
- Amount of grant funding requested - \$750,000
- Minimum match required - \$250,000
- Estimated Construction – Summer 2027

Local Street Resurfacing at I-580 Interchanges Project

The Local Street Resurfacing at I-580 Interchanges Project, CIP No. ST0227, includes bicycle and pedestrian and pavement resurfacing improvements at the I-580 interchanges at Dougherty Road, Hacienda Drive, and Tassajara Road. These corridors serve as key north–south connections between the cities of Dublin and Pleasanton, but currently present barriers to safe multimodal travel.

In evaluating the Alameda CTC 2028 CIP Call for Projects, Staff considered application strategies, and based on input from Alameda CTC, determined that a joint application with the City of Pleasanton would be more competitive. Separate applications would compete against each other, while a coordinated submittal presents a stronger regional project.

Under this approach, the City of Pleasanton would serve as the lead agency, with the City of Dublin participating as a partner and remaining closely involved to ensure integration with planned improvements. Dublin will provide a Letter of Commitment to support the application, and the Pleasanton City Council will consider adopting a resolution of local support at their meeting on July 21, 2026. Because Pleasanton will serve as the lead agency, a separate resolution of local support from Dublin is not required for this project. If awarded, Staff will return to the City Council with a Memorandum of Understanding and cost-sharing agreement. The City would fund the required local match and design for improvements within its jurisdiction.

This effort would extend improvements north of I-580 to Dublin Boulevard, creating more continuous corridors. The Project is consistent with the City’s Bicycle and Pedestrian Plan and supports improved safety and connectivity. Project costs and status are as follows:

- Current phase – Conceptual Design
- Conceptual Design construction cost estimate - \$5,950,000
 - Dublin’s portion - \$3,370,000
 - Pleasanton’s portion - \$2,580,000
- Amount of grant funding requested - \$4,462,500
 - Dublin’s request: \$2,527,500
 - Pleasanton’s request: \$1,935,000
- Minimum match required - \$1,487,500
 - Dublin’s local match contribution: \$842,500
 - Pleasanton’s local match contribution: \$645,000
- Estimated construction – Spring 2028

STRATEGIC PLAN INITIATIVE:

Strategy 5: City Infrastructure

Objective 5b: Invest in proactive and preventative maintenance to preserve City infrastructure and extend asset life cycles.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the Dublin Boulevard Extension from Fallon Road to North Canyons Parkway - Phase 1A Project, CIP No. ST0216, and Committing any Necessary Matching Funds and Stating Assurances to Complete the Project
- 2) Resolution Authorizing the Filing of an Application for Alameda County Transportation Commission Administered Funding for the 2027-2028 Pedestrian Improvements for Annual Street Resurfacing Project, CIP No. ST0117, and Committing any Necessary Matching Funds and Stating Assurances to Complete the Project
- 3) 2026-2031 CIP No. ST0216
- 4) 2026-2031 CIP No. ST0117
- 5) 2026-2031 CIP No. ST0227

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION
COMMISSION ADMINISTERED FUNDING FOR THE DUBLIN BOULEVARD EXTENSION FROM
FALLON ROAD TO NORTH CANYONS PARKWAY PHASE 1A PROJECT, CIP NO. ST0216, AND
COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO
COMPLETE THE PROJECT**

WHEREAS, the Alameda County Transportation Commission (“ALAMEDA CTC”) administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee (“VRF”), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the “ALAMEDA CTC ADMINISTERED FUNDS”; and

WHEREAS, the ALAMEDA CTC adopted the 2028 Comprehensive Investment Plan (“CIP”) Guidelines at its Commission meeting on May 28, 2026 which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS; and

WHEREAS, the City of Dublin (“APPLICANT”) is the project sponsor for the Dublin Boulevard Extension from Fallon Road to North Canyons Parkway - Phase 1A Project (“PROJECT”); and

WHEREAS, the PROJECT will build a complete streets corridor from Fallon Road to the Dublin city limit, serving as the first segment of a future regional connection to Livermore. The project will improve east–west connectivity, support planned growth, and provide safe multimodal access through Class IV separated bikeways, ADA-compliant pedestrian facilities, and protected intersections. As a refined, near-term implementation project, Phase 1A is well-positioned to compete for grant funding; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2028 CIP application (“APPLICATION”) to ALAMEDA CTC for \$10,000,000; and

WHEREAS, there are no legal impediments to APPLICANT applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed PROJECT or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its City Manager or designee to execute and file an application with ALAMEDA CTC for discretionary ALAMEDA CTC ADMINISTERED FUNDS for the PROJECT as referenced in this Resolution; and

WHEREAS, as part of the requirements to apply and receive ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. APPLICANT will implement the PROJECT as described in the APPLICATION; and

2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the APPLICATION; and
3. APPLICANT understands it will enter into a Project Funding Agreement (“AGREEMENT”) with ALAMEDA CTC, and will comply with the AGREEMENT’s requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT is committed to deliver the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT is committed to secure matching funds as proposed in the APPLICATION required for awarded ALAMEDA CTC ADMINISTERED FUNDS, by phase; and
6. APPLICANT is committed to provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT is committed to comply with the applicable requirements set forth in ALAMEDA CTC’s Local Business Contract Equity (“LBCE”) Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

NOW, THEREFORE, BE IT RESOLVED that APPLICANT is authorized to file an APPLICATION to ALAMEDA CTC for funding for the PROJECT.

BE IT FURTHER RESOLVED that APPLICANT hereby confirms that there is no pending or threatened litigation that might in any way adversely affect APPLICANT’s ability to implement and deliver the proposed PROJECT.

BE IT FURTHER RESOLVED that APPLICANT authorizes its City Manager or designee to execute the funding AGREEMENT with ALAMEDA CTC.

BE IT FURTHER RESOLVED that APPLICANT shall provide ALAMEDA CTC with a fully-executed copy of this Resolution concurrently with submittal of the APPLICATION.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin, by adopting this resolution, hereby confirms that:

1. APPLICANT will commit to implementing the PROJECT as described in the APPLICATION; and
- Reso. No. XX-26, Item X.X, Adopted XX/XX/2026 Page 2 of 4

2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the application; and
3. APPLICANT understands it will enter into an AGREEMENT with ALAMEDA CTC, and will comply with the AGREEMENT's requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT commits to delivering the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT will commit matching funds as proposed in the APPLICATION against the awarded ALAMEDA CTC ADMINISTERED FUNDS by phase in the amount(s) of \$2,500,000, anticipated to be from "City's General Fund" source(s); and
6. APPLICANT will provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT will comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

{Signatures on Next Page}

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR THE 2027-2028 PEDESTRIAN IMPROVEMENTS FOR ANNUAL STREET RESURFACING PROJECT, CIP NO ST0117, AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO COMPLETE THE PROJECT**

WHEREAS, the Alameda County Transportation Commission (“ALAMEDA CTC”) administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee (“VRF”), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the “ALAMEDA CTC ADMINISTERED FUNDS”; and

WHEREAS, the ALAMEDA CTC adopted 2028 Comprehensive Investment Plan (“CIP”) Guidelines at its Commission meeting on May 28, 2026 which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS; and

WHEREAS, the City of Dublin (“APPLICANT”) is the project sponsor for the 2027-2028 Pedestrian Improvements for Annual Street Resurfacing Project (“PROJECT”); and

WHEREAS, the PROJECT will include ADA-compliant curb ramps, pedestrian crossing enhancements and localized pavement repairs adjacent to Murray Elementary School. These improvements will enhance accessibility safety for students and families walking and biking to school while supporting the City’s ongoing efforts to improve pedestrian infrastructure near schools; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2028 CIP application (“APPLICATION”) to ALAMEDA CTC for \$750,000; and

WHEREAS, there are no legal impediments to APPLICANT applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed PROJECT or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its City Manager or designee to execute and file an application with ALAMEDA CTC for discretionary ALAMEDA CTC ADMINISTERED FUNDS for the PROJECT as referenced in this Resolution; and

WHEREAS, as part of the requirements to apply and receive ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. APPLICANT will implement the PROJECT as described in the APPLICATION; and
2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the APPLICATION; and
3. APPLICANT understands it will enter into a Project Funding Agreement (“AGREEMENT”) with ALAMEDA CTC, and will comply with the AGREEMENT’s requirements, including adherence to

the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and

4. APPLICANT is committed to deliver the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT is committed to secure matching funds as proposed in the APPLICATION required for awarded ALAMEDA CTC ADMINISTERED FUNDS, by phase; and
6. APPLICANT is committed to provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT is committed to comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

NOW, THEREFORE, BE IT RESOLVED that APPLICANT is authorized to file an APPLICATION to ALAMEDA CTC for funding for the PROJECT.

BE IT FURTHER RESOLVED that APPLICANT hereby confirms that there is no pending or threatened litigation that might in any way adversely affect APPLICANT's ability to implement and deliver the proposed PROJECT.

BE IT FURTHER RESOLVED that APPLICANT authorizes its City Manager or designee to execute the funding AGREEMENT with ALAMEDA CTC.

BE IT FURTHER RESOLVED that APPLICANT shall provide ALAMEDA CTC with a fully-executed copy of this Resolution concurrently with submittal of the APPLICATION.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin, by adopting this resolution, hereby confirms that:

1. APPLICANT will commit to implementing the PROJECT as described in the APPLICATION; and
2. APPLICANT will have adequate staffing resources to deliver and complete the PROJECT within the time period identified in the application; and

3. APPLICANT understands it will enter into an AGREEMENT with ALAMEDA CTC, and will comply with the AGREEMENT's requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. APPLICANT commits to delivering the PROJECT consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the PROJECT; and
5. APPLICANT will commit matching funds as proposed in the APPLICATION against the awarded ALAMEDA CTC ADMINISTERED FUNDS by phase in the amount(s) of \$250,000, anticipated to be from "City's General Fund" source(s); and
6. APPLICANT will provide any additional funding that may be required beyond the original proposed APPLICATION match amount to deliver the phase of the PROJECT that is awarded with ALAMEDA CTC ADMINISTERED FUNDS; and
7. APPLICANT understands that ALAMEDA CTC ADMINISTERED FUNDS awarded to the PROJECT are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional ALAMEDA CTC ADMINISTERED FUNDS; and
8. APPLICANT understands that any cost savings in the ALAMEDA CTC-funded phase(s) will be shared proportionally between APPLICANT and ALAMEDA CTC; and
9. APPLICANT will comply with the applicable requirements set forth in ALAMEDA CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to ALAMEDA CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

{Signatures on Next Page}

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

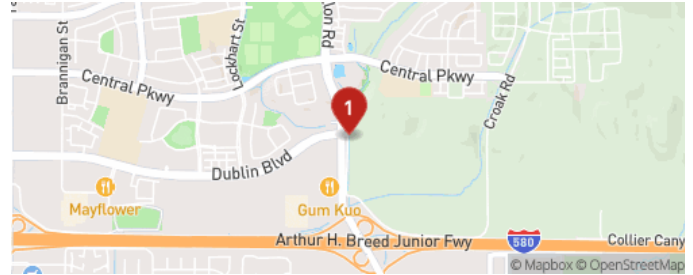
City Clerk

Dublin Boulevard Extension - Fallon Road to North Canyons Parkway

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0216

Project Location



Description

This project consists of four key implementation phases: preliminary engineering/environmental; plans, specifications, and engineering; right-of-way certification; and construction of the 1.5-mile extension of Dublin Boulevard from Fallon Road to North Canyons Parkway. The project plans to construct four to six travel lanes with landscaped medians, including Class I and Class II bike facilities/multimodal elements, multi-use path, sidewalks, signalized intersections, street lighting, bus stops, and utilities. Alameda CTC is the implementing agency and the City of Dublin is the lead agency and project sponsor. The cities of Dublin and Livermore have entered into a memorandum of understanding for the first phase, and subsequently, Alameda CTC, Dublin, and Livermore entered into a cooperative agreement for the second phase of the project as well as a memorandum of agreement between Dublin and Livermore.

The Dublin Boulevard – North Canyons Parkway extension will be built in three phases. Dublin is responsible for the cost and construction of Phase 1A, the approximately 1-mile extension from Fallon Road to the eastern City Limits. Livermore is responsible for the cost and construction of Phase 1B, the portion of the roadway within Livermore's city limits. Phase 2 is the remaining 0.5-mile portion of the roadway within unincorporated Alameda County in between Dublin and Livermore to be addressed when funding has been identified. The estimated cost of the 1.5-mile extension is \$160 million.

Details

Type of Project: New Road

Capital Cost

FY2027 Budget

\$0

Total Budget (all years)

\$0

Project Total (to date)

\$126M

Detailed Breakdown

Category	Historical Budgeted	FY2027 Requested	FY2028 Requested	FY2029 Requested	FY2030 Requested	FY2031 Requested	Future Budgeted	Total
9100 - Salaries & Benefits	\$361,262	\$0	\$0	\$0	\$0	\$0	\$200,000	\$561,262
9200 - Contract Services	\$17,301,105	\$0	\$0	\$0	\$0	\$0	\$9,549,891	\$26,850,996
9300 - Land/Right-of-way	\$24,524,879	\$0	\$0	\$0	\$0	\$0	\$0	\$24,524,879
9400 - Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$74,472,415	\$74,472,415
9500 - Miscellaneous	\$4,466	\$0	\$0	\$0	\$0	\$0	\$0	\$4,466
Total	\$42,191,712	\$0	\$0	\$0	\$0	\$0	\$84,222,306	\$126,414,018



Funding Sources

FY2027 Budget

\$0

Total Budget (all years)

\$0

Project Total (to date)

\$126M

Detailed Breakdown

Category	Historical Budgeted	FY2027 Requested	FY2028 Requested	FY2029 Requested	FY2030 Requested	FY2031 Requested	Future Budgeted	Total
1001 - General Fund	\$7,290,382	\$0	\$0	\$0	\$0	\$0	\$0	\$7,290,382
1101 - General Fund Designated Reserve	\$20,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,250,000
2217 - Measure BB Grants	\$439,824	\$0	\$0	\$0	\$0	\$0	\$0	\$439,824
2220 - Road Maint. & Rehab Account (RMRA)	\$240,005	\$0	\$0	\$0	\$0	\$0	\$0	\$240,005
2922 - Tri-Valley Transportation Council Grants	\$11,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$11,200,000
4301 - Eastern Dublin Transportation Impact Fee	\$1,033,916	\$0	\$0	\$0	\$0	\$0	\$0	\$1,033,916
4302 - Eastern Dublin Transportation Impact Fee	\$1,737,585	\$0	\$0	\$0	\$0	\$0	\$0	\$1,737,585
9998 - Unidentified	\$0	\$0	\$0	\$0	\$0	\$0	\$84,222,306	\$84,222,306
Total	\$42,191,712	\$0	\$0	\$0	\$0	\$0	\$84,222,306	\$126,414,018

Project Timeline

● 04/19/2016

The City of Dublin and the City of Livermore approved and entered an MOU for preliminary engineering and environmental impact report phases.

● 08/20/2019

The City Council certified the EIR and approved amendments to the General Plan and Eastern Dublin Specific Plan.

● 09/3/2019

The right-of-way phasing was established, and Ordinance 10-19 establishing the right-of-way lines for Dublin Boulevard between Fallon Road and the Eastern city limit was effective 30 days thereafter.

● 05/19/2020

The City of Dublin, the City of Livermore, and Alameda County Transportation Commission approved and entered into a Cooperative Agreement for the design phase.

● 02/1/2021

The project completed NEPA environmental clearance.

● 02/7/2023

The City Council approved and entered into an agreement with RES Environmental Operating Company, LLC for environmental mitigation services.

● 04/21/2025

The project was awarded \$11.2 million in grant funding by the Tri-Valley Transportation Council.

● 07/1/2025

95% PS&E package submitted to Dublin and key stakeholders for review and comment.

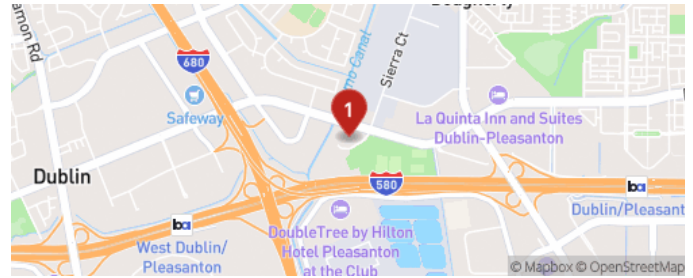


Annual Street Resurfacing

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0117

Project Location



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, as well as resurfacing of bridge decks. The project also includes constructing new or upgraded curb ramps consistent with the requirements of the Americans with Disabilities Act on streets 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.

Note(s): 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 is rated good with a three-year moving average PCI of 79.

Details

Type of Project: Resurface Current Road

Capital Cost

FY2027 Budget

\$3.1M

Total Budget (all years)

\$21.1M

Project Total (to date)

\$47.1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 Requested	FY2028 Requested	FY2029 Requested	FY2030 Requested	FY2031 Requested	Future Budgeted	Total
9100 - Salaries & Benefits	\$612,235	\$117,500	\$167,500	\$167,500	\$167,500	\$167,500	\$0	\$1,399,735
9200 - Contract Services	\$4,309,344	\$525,000	\$775,000	\$775,000	\$775,000	\$775,000	\$0	\$7,934,344
9400 - Improvements	\$21,040,972	\$2,450,000	\$3,550,000	\$3,550,000	\$3,550,000	\$3,550,000	\$0	\$37,690,972
9500 - Miscellaneous	\$71,311	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$108,811
Total	\$26,033,862	\$3,100,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$0	\$47,133,862

Funding Sources

FY2027 Budget

\$3.1M

Total Budget (all years)

\$21.1M

Project Total (to date)

\$47.1M

Detailed Breakdown

Category	Historical Budgeted	FY2027 Requested	FY2028 Requested	FY2029 Requested	FY2030 Requested	FY2031 Requested	Future Budgeted	Total
1001 - General Fund	\$5,204,899	\$350,000	\$1,850,000	\$1,850,000	\$1,850,000	\$1,850,000	\$0	\$12,954,899
2201 - State Gas Tax	\$6,403,041	\$750,000	\$650,000	\$650,000	\$650,000	\$650,000	\$0	\$9,753,041
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	\$1,784,999	\$0	\$0	\$0	\$0	\$0	\$0	\$1,784,999
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	\$3,031,020	\$0	\$0	\$0	\$0	\$0	\$0	\$3,031,020
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$304,500	\$0	\$0	\$0	\$0	\$0	\$0	\$304,500
2216 - Measure B Grants	\$82,500	\$0	\$0	\$0	\$0	\$0	\$0	\$82,500
2220 - Road Maint. & Rehab Account (RMRA)	\$8,613,599	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$0	\$18,613,599
2304 - Local Recycling Programs	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000
4309 - Mitigation Contributions	\$45,980	\$0	\$0	\$0	\$0	\$0	\$0	\$45,980
9997 - Other	\$103,324	\$0	\$0	\$0	\$0	\$0	\$0	\$103,324
Total	\$26,033,862	\$3,100,000	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$0	\$47,133,862

Project Timeline

● 07/1/2025

The FY 2024-25 annual projects were completed in 2025. The construction for the FY 2025-26 annual projects construction were underway. The design for FY 2026-27 annual projects had begun.

● 07/1/2026

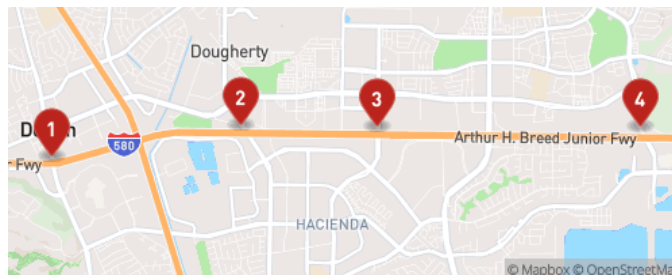
The FY 2025-26 annual projects are complete. The construction for the FY 2026-27 annual projects are underway. The design for the FY 2027-28 annual projects are underway.

Local Street Resurfacing at I580 Interchanges

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	Streets
Project Number	ST0227

Project Location



Description

This project provides for the design and construction of local city street segments, including San Ramon Road and Dougherty Road, within the Caltrans I-580 corridor. These segments are located within Caltrans right-of-way but are maintained by the City per a maintenance agreement. The project also includes installing or reconfiguring of bike and vehicle lanes, as well as upgrades to pedestrian curb ramps. The project also evaluates existing roadway structural sections to determine whether a more robust pavement design should be implemented to accommodate current traffic patterns and support long-term roadway performance.

Details

Type of Project: Renovation

Capital Cost

FY2027 Budget

\$500K

Total Budget (all years)

\$6M

Project Total

\$6M

Detailed Breakdown

Category	Historical Budgeted	FY2027 Requested	FY2028 Requested	FY2029 Requested	FY2030 Requested	FY2031 Requested	Future Budgeted	Total
9100 - Salaries & Benefits	\$0	\$100,000	\$50,000	\$0	\$0	\$0	\$0	\$150,000
9200 - Contract Services	\$0	\$400,000	\$600,000	\$0	\$0	\$0	\$0	\$1,000,000
9400 - Improvements	\$0	\$0	\$4,800,000	\$0	\$0	\$0	\$0	\$4,800,000
9500 - Miscellaneous	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Total	\$0	\$500,000	\$5,500,000	\$0	\$0	\$0	\$0	\$6,000,000

Funding Sources

FY2027 Budget

\$500K

Total Budget (all years)

\$6M

Project Total

\$6M

Detailed Breakdown

Category	Historical Budgeted	FY2027 Requested	FY2028 Requested	FY2029 Requested	FY2030 Requested	FY2031 Requested	Future Budgeted	Total
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	\$0	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$1,000,000
9998 - Unidentified	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000
Total	\$0	\$500,000	\$5,500,000	\$0	\$0	\$0	\$0	\$6,000,000

Project Timeline

- **07/1/2026**

This project is anticipated to begin in 2026.



STAFF REPORT CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Mayor's Appointments to Senior Center Advisory Committee Unscheduled Alternate Vacancies
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider the Mayor's appointments to fill unscheduled alternate vacancies on the Senior Center Advisory Committee.

STAFF RECOMMENDATION:

Confirm the Mayor's appointments of Celia Ngan and Shazia Nomani to the unscheduled alternate vacancies on the Senior Center Advisory Committee with terms ending December 2026.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Two unscheduled alternate vacancies occurred on the Senior Center Advisory Committee after the appointments of both alternates to member positions on June 2, 2026. A notice was posted on June 3, 2026.

Mayor Hu reviewed the remaining applications received in the prior recruitment for vacancies on the Senior Center Advisory Committee. The applications were from Zakariyya Ahmad, Amber Ma, Celia Ngan, Shazia Nomani, Leishadharini Sattiamoorthy, and Haris Shahab. After reviewing the applications, Mayor Hu has appointed Celia Ngan and Shazia Nomani to the unscheduled alternate vacancies on the Senior Center Advisory Committee with terms ending December 2026. Mayor Hu requests that the City Council confirm these appointments.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted and applicants were notified.

ATTACHMENTS:

- 1) Senior Center Advisory Committee Applications



Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

2/24/2026

First Name *

Celia

Last Name *

Ngan

Address *

Street Address

[REDACTED]

Address Line 2

City

dublin

State/Province/Region

ca

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

8

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I retired on 12/11/2025 from a governmental position with the Federal government after serving 25 years. I am mostly interested in serving our senior citizens in a community I liked to live in, and wanting to contribute my spare time to learn how to enjoy my retirement life from our fellow seniors citizens.

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

I serves as a committee member in our HOA where I currently resides in.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

It's seems to be a pretty well run organization.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

No

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

Assistance in advocating to lower living costs for seniors such as housing, healthcare, groceries, transportation, etc.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

High costs of living and inconvenient transportation.



Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

2/23/2026

First Name *

Shazia

Last Name *

Nomani

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

October 2003

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

Dublin has been my home for 23 years, and giving back to this community has always been important to me. For the past 15 years, I've been actively involved with the Dublin Unified School District, and I currently serve as Vice President of the Dublin Education Alliance Committee. Through these roles, I've had the privilege of working alongside families, educators, and community leaders to strengthen connections and support meaningful programs.

Over the last three years, I have also been caring for my mother. This experience has given me a much deeper and more personal understanding of the needs of our senior community, not just in terms of services, but in terms of dignity, connection, purpose, and belonging. I have seen firsthand how important accessible programs, social engagement, and strong community support systems are for both seniors and their families.

I am interested in serving on the Senior Center Advisory Committee because I believe a thriving city supports its residents at every stage of life. I would be honored to bring both my community leadership experience and my personal perspective as a caregiver to help ensure our Senior Center continues to be welcoming, inclusive, and responsive to the evolving needs of Dublin's seniors.

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

I currently serve as Vice President of the Dublin Education Alliance (<https://www.dublineducationalliance.org>).

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered through the Dublin Senior Center is very positive. The Center provides a wide variety of activities and opportunities that support the health, social engagement, and overall well being of adults aged 50 and better. It offers classes and activities that promote physical wellness such as exercise, dance, and outdoor walking groups as well as opportunities for creative expression through art and games, fostering connection and friendships among seniors. The Senior Center also provides helpful resources like health screenings, Medicare and insurance counseling, a library and computer access, special events, and a welcoming place for social interaction and learning. Overall, the programs and services seem diverse, inclusive, and thoughtfully designed to help seniors stay active, engaged, and connected to their community.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes, my family and I have enjoyed many programs and events at the Dublin Senior Center. My mother loves attending senior mixers, using the library, and trying out physical fitness classes. I personally enjoy Jazzercise classes, and we've also rented the Center for events. Being part of these activities has given us a real sense of how welcoming and vibrant the Senior Center is, and how it brings the community together in meaningful ways.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

While the Dublin Senior Center already offers a strong variety of programs including technology support, walking groups, and day excursions there may be opportunities to further expand offerings in ways that deepen engagement and support. For example, additional advanced technology workshops (such as smartphone photography, online safety, or navigating telehealth platforms) could build on the existing one-on-one computer assistance. Expanded creative maker-style classes, including workshops like woodcraft or specialized art series, along with structured caregiver support groups and more mental wellness or memory-focused programs, could continue to meet the evolving needs of our growing senior population.

Additionally, exploring collaboration with nearby senior centers in Pleasanton, Livermore, and San Ramon could create opportunities to share guest speakers, co-host special events, or invite participants to larger regional programs. Partnering across cities could broaden access to diverse programming while strengthening community connections throughout the Tri-Valley area.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Some of the most pressing issues facing senior adults in Dublin include social isolation, maintaining physical and mental health, and having access to resources that support independent living. Caring for my mother over the past three years has given me firsthand insight into these challenges, I've seen how important social connections, wellness programs, and accessible services are for seniors' overall well being.

Transportation, technology support, and opportunities for engagement can make a big difference in helping seniors stay connected and active. I've also realized how valuable caregiver support, financial guidance, and educational programs are, not just for seniors themselves, but for the families who support them. Addressing these issues ensures that all seniors in Dublin feel valued, included, and empowered to thrive in the community.



Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

3/7/2026

First Name *

Zakariyya

Last Name *

Ahmad

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

13 years

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

As a Dublin resident for the past 15 years, I have always cared deeply about our community and the ways different generations connect with one another. When I served on the Dublin Youth Advisory Committee, our meetings were held at the Senior Center. During that time, I often saw seniors participating in classes, social gatherings, and events, and it helped me appreciate how important the center is as a place for connection and community.

Those experiences made me realize that the Senior Center has the potential to be even more welcoming and engaging for Dublin residents. I believe there are opportunities to strengthen the sense of community there and create more connections between seniors and other members of our city.

This is also personal for me. My grandmother lives with my family, and she sometimes feels hesitant about attending events at the Senior Center because she doesn't know many people there. I've gone with her to a few activities to help her feel more comfortable, and those experiences showed me how meaningful it can be when seniors feel welcomed and included.

Serving on the Senior Center Advisory Committee would give me the opportunity to represent younger residents while also advocating for programs and ideas that help everyone in our community feel connected, valued, and supported. I would love to help make the Senior Center a place where all seniors in Dublin feel comfortable participating, building friendships, and staying engaged in our community.

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

I am currently a member of the Muslim Cultural Society of Dublin, where I help support community events and programs. Our organization has hosted events at the Dublin Senior Center for the past three years, bringing residents together for cultural and community gatherings.

Previously, I served as a member of the Dublin Youth Advisory Committee, where I attended regular meetings at the Senior Center and volunteered at several City of Dublin events, including the Dublin Harvest Festival, the Teen Mental Health Forum, and the City Job Fair.

In addition, I volunteer at community service events connected with National Humanitarian Day, where I have helped for the last 6 years doing various activities like packing hygiene kits for people experiencing homelessness and food supplies for families displaced by California wildfires.

I have also volunteered with the Alameda County Community Food Bank, helping deliver groceries to food-insecure seniors who were unable to travel to the food bank themselves.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

From what I have seen, the Dublin Senior Center offers a wide variety of programs that help seniors stay active, connected, and engaged in the community. The center provides many opportunities for physical wellness and social connection, such as exercise and dance classes, chair yoga, and walking groups that help seniors stay healthy and active.

I also appreciate that there are many social and enrichment activities, including games like bridge and bingo, arts and crafts programs, and technology or educational classes that allow seniors to continue learning new skills. These programs create opportunities for seniors to build friendships, stay mentally engaged, and remain connected to the community.

At the same time, I think there are opportunities to make the center even more welcoming for seniors who may feel hesitant to attend if they don't already know people there. From my experience bringing my grandmother to a few activities, I've seen how important it is for seniors to feel personally welcomed and included when they try something new.

Overall, I believe the Senior Center offers a strong foundation of programs and services for Dublin's seniors. As a younger resident, I would be especially interested in exploring ways to strengthen intergenerational connections so that seniors, youth, and families can learn from one another and build an even stronger sense of community in Dublin.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes. I have visited the Dublin Senior Center many times and have participated in several events there. When I served on the Dublin Youth Advisory Committee, our meetings were held at the Senior Center, which gave me the opportunity to regularly see the programs and activities taking place there.

I have also attended community events at the center, including the Teen Job Fair, concerts, and other gatherings hosted by the City. These events showed me how the Senior Center serves not only seniors but also as an important gathering space for the broader Dublin community.

My grandmother has also attended activities at the Senior Center, and I have gone with her to help her feel more comfortable when trying

something new. Those experiences helped me see how meaningful the center can be for seniors when they feel welcomed and connected.

In addition, I have participated in community events at the Senior Center through the Muslim Cultural Society of Dublin, which has hosted events there over the past few years. Through these experiences, I have been able to see how the Senior Center brings together people from different backgrounds and generations in our community.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

The Dublin Senior Center already offers many great programs that support wellness, social connection, and lifelong learning for seniors. However, I think there are opportunities to build on these programs by creating more events that bring different generations of the Dublin community together.

For example, the Senior Center could host special intergenerational celebrations for holidays like Mother's Day and Father's Day where families, youth, and seniors are invited to participate together. These types of events could include shared meals, music, storytelling, or activities where seniors share life experiences and traditions with younger generations. Programs like this could help strengthen community bonds and help seniors feel more connected to the broader Dublin community.

Another opportunity could be creating a "Welcome to the Senior Center" program or buddy system for seniors who are attending activities for the first time. Sometimes people may feel hesitant to attend if they don't know anyone, and having volunteers or regular participants greet and introduce newcomers could help make the center feel more welcoming.

I would also be interested in exploring opportunities for youth and seniors to connect through mentorship, technology help sessions, or storytelling events where seniors can share their experiences and younger residents can learn from them. Programs like these could help strengthen relationships across generations and build an even stronger sense of community in Dublin.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Some of the most pressing issues facing seniors in Dublin include social isolation, health and mobility challenges, and access to programs and services that support independence and connection.

Many seniors may feel hesitant to attend events if they don't already know people. For example, my grandmother had to leave the friends she knew for most of her life when our family resettled in Dublin. I've gone with her to a few activities at the Dublin Senior Center to help her feel more comfortable and included, which showed me how important personal support is in encouraging participation.

Mobility challenges can also limit involvement. My grandmother uses a disability placard and sometimes needs assistance even for short walks, making transportation and accessible activities crucial for seniors to remain active and independent.

Technology is another barrier for many older adults. My grandmother struggles with streaming devices and internet-connected tools, which can make it harder for my grandmother to use everyday technology or stay in touch with friends and family. Programs that teach digital skills can help seniors feel more connected and confident.



Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

2/20/2026

First Name *

Amber

Last Name *

Ma

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

Postal/Zip Code

94568

State/Province/Region

CA

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

1 year

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

Having recently taken early retirement, I am eager to dedicate my time and professional skills to the Dublin community. I am particularly interested in the Senior Center Advisory Committee because I believe my background as a CPA can contribute directly to the Center's long-term financial health and sustainability. I hope to use my financial expertise to help the committee provide sound recommendations to the Parks and Community Services Commission and City Council on budget-related matters, ensuring that the Senior Center can continue to thrive and serve Dublin's seniors effectively for years to come.

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

- Diablo Valley College Advisory Board Member
- University of San Francisco Accounting Adjunct Professor
- Stanford University Continuing Studies Program Early Retirement Planning Instructor
- California CPA

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I live next to the senior center and I have been consistently impressed with the variety and quality of programs offered, from fitness classes to social and educational opportunities. The Center appears to be a vibrant hub that successfully fosters community and active aging. The staff and current programs do an admirable job of serving a diverse group of seniors.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes, I have personally attended some events and found it to be a wonderful experience. It provided me with a great opportunity to connect with other Dublin seniors and see the Center's positive atmosphere firsthand.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

With an eye toward long-term financial sustainability, I believe it's valuable to explore programs that could create new, sustainable revenue streams or enhance self-sufficiency. For example, offering low-cost, members-only financial wellness workshops—such as tax preparation assistance for low-income seniors or fraud prevention seminars—could leverage existing community partnerships and attract new members. Additionally, as Dublin's senior population grows and diversifies, I would be interested in the committee exploring intergenerational programs that share resources with other city departments or developing targeted services for "younger" seniors who are recently retired and looking for new forms of engagement.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I believe one of the most pressing issues is ensuring the long-term financial sustainability of the Senior Center itself, so it can continue to be a reliable resource. Closely related to this is the challenge of affordable and accessible programming. As the cost of living rises, the Center must balance the need to offer enriching activities with the reality of fixed incomes for many seniors. Another key issue is preparing for the future needs of a growing and aging population, which requires proactive financial planning and needs assessments to ensure facilities and programs remain adequate, modern, and welcoming for all Dublin seniors.



Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

3/9/2026

First Name *

Leishadharini

Last Name *

Sattiamoorthy

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

USA

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

16 years [REDACTED]

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

A few months ago, my grandfather faced severe health challenges. After suffering from a heart attack, he was provided with medication to prevent another one in the future, but this medicine was attacking his kidneys without his knowing. He lost his appetite, dropped twenty pounds, and was overall physically weak, yet he overlooked these symptoms as "old age." Had my mom not been there to make him go to the doctor, he never would have learned all the damage his kidneys were experiencing. After a month of dialysis, I am grateful he is well now, but his living in a fairly rural area led to his lack of education on medication safety. He was unable to recognize that the side effects he was experiencing were, in fact, abnormal and that he needed to consult his doctor. Unfortunately, I was not able to spend time with him during this period, but I have learned from this experience; I have learned the growing need for medication safety education among our senior communities, especially during a time when so many pills are prescribed to them. I want to share my knowledge with the senior community in my city, where I have grown up my whole life and have seen it develop over 16 years. I want to put forth educational programs to protect our seniors and encourage them to share this knowledge, as this is a public health concern. Even though medications are prescribed by medical professionals, they are not automatically safe and must be taken with caution. Especially being a youth at Emerald High School, I recognize the pressing need for overdose rescue training and medication safety information to be shared, especially with increased mental health challenges. By reducing the stigma surrounding these mental health and medication safety issues, I hope to serve on the Senior Center Advisory Committee to encourage education and discussion to protect the health and happiness of our senior citizens.

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

1) National Coalition Against Prescription Drug Abuse (NCAPDA), Youth Outreach Director

- Collaborated with Dublin Mayor's Council's High Schoolers for Overdose Prevention Education (HOPE) to host medication safety educational info session & overdose rescue training @ Dublin Library
- Prescription Drug Safety Community Forum @ Emerald High School
- Speaking at conferences & tabling at community events throughout the Bay Area to school boards, youth, and senior communities
- Creating digital training videos, boosting social media engagement
- Organizing our first Youth Advisory Committee

2) Community Anti-Drug Coalitions of America (CADCA), National Youth Council Member

- Working at the national level to collaborate with youth from drug prevention groups from various states on methods to protect our communities
- Beginning a year-long term this month (March)
- Leading community projects to support all ages and communities

3) California Youth Empowerment Network (CAYEN), Advisory Board Secretary

- Secretary of the statewide advisory board, working with leadership and policy committees
- Push forward public policy changes focused on substance use prevention and mental health guidance for youth
- Providing resources and making legislation changes to reflect the needs of the citizens they protect
- Building inclusive and representative environments for all voices to be represented in decision-making processes

4) PEERS Envisioning and Engaging in Recovery Services (PEERS), Teens and Young Adults (TYA) Program

- Organizing wellness workshops to encourage mental health discussions and distribute supportive resources
- Will be working with the PEERS sub-program, Program to Encourage Active, Rewarding Lives (PEARLS), focused on mental health education for senior citizens
- Equipping seniors with the skills needed to maintain their health and happiness while leading engaging lives
- Working with the University of Washington to support seniors with research-backed strategies and one-on-one support

5) Tri-Valley Haven (TVH), Volunteer

- Working at the food pantry to distribute meals to individuals facing domestic violence, homelessness, or poverty, to support underserved communities
- Working at the thrift store to offer donated items (clothing, kitchen supplies, books, etc.) at discounted prices, which is money that goes back to TVH to support the organization

6) Tobacco Use Prevention Education (TUPE), Peer Educator

- TUPE Peer Educator at Emerald High School, educating school students on wellness strategies, caring for mental health, substance use prevention, and recovery resources through monthly workshops and classroom presentations
- Collaborating with schools across Alameda County through the Teens Tackling Tobacco Conference

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I am glad to see that there are many social engagement opportunities for the senior members. Many older individuals experience isolation and loneliness, so group activities in the arts and exercise through dancing are great programs that are already in place that support seniors' mental health. By spending time together, they have creative and social outlets that are incredibly needed.

I also notice that the Senior Center offers lunch, but I am unsure what is typically served. Recognizing Dublin's diversity, it is important to

honor the cultures our seniors come from. If it isn't already implemented, serving a variety of cuisines would increase representation via food for senior citizens. Food is an art that communicates feelings that words can't express. They can even feel nostalgic, so diversity in this regard would greatly support seniors.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

No, I would be the first in my family to work with the Dublin Senior Center if I were to be accepted to the committee.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

Hosting medication safety workshops would be a valuable service to offer at the Dublin Senior Center. As I mentioned earlier, senior citizens are often prescribed many medications but aren't always informed on how to use them safely. Just because a doctor prescribes them does not automatically deem them safe. I don't want other senior citizens to overlook possible side effects, as my grandfather did, resulting in life-threatening impacts. NCAPDA currently hosts these workshops with the San Ramon Senior Center, as this is an important topic for the safety of our seniors, and could be brought to the Dublin Senior Center as well.

I appreciate the opportunities currently being offered, but I also recommend adding more opportunities that encourage intellectual stimulation, such as book clubs or language classes. Initiating more learning-focused classes, such as teaching how to play certain instruments or acting classes to participate in a play hosted by the Senior Center, would be wonderful opportunities.

Learning new things is also a great way to keep exercising our brains while doing things that make us happy. As a teen, I enjoy learning new things, but many senior citizens in my culture are told they are too old for it and should focus on their families. While the importance of family is undeniable, every individual should have the opportunity to pursue a hobby just for themselves. Rewriting that narrative to include and encourage seniors to do all they would like would be powerful.

Additionally, connecting youth and senior citizens would be impactful. We, as youth, have so much to learn from senior members. Our senior community has gained a lot of wisdom through lived experience, and by communicating with them, they can pass down knowledge. Youth can also share knowledge by volunteering to lead classes, similar to the Teen Proposal Program at the Dublin Library. Some examples could be workshops on origami, art, or cooking, and they could be youth-led, selected through an application process. By fostering this connection through a Teen Education Program or a Senior Mentorship Program, we can connect seniors' wisdom and youth passions to minimize the disconnect between the generations.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I feel that some of the most pressing issues senior adults face here in Dublin are isolation and digital safety. My grandparents are fairly isolated from new developments, technology, and the younger generation. It is easy to feel left behind in this rapidly advancing world, something youth can relate to as well. This feeling is something youth and senior adults can bond over, helping us realize that the disconnect is not as large as we think. We are all human and feel our emotions, so connecting with the younger generation would greatly support our senior adults. Also, having accessible mental health resources, including an on-site counselor, would be beneficial for supporting the health of our seniors.

Senior digital safety is also a pressing issue that should be discussed with our senior adults. Two of my grandparents have been digitally scammed online, losing money to fake enterprises. Teaching senior adults how to maintain their digital safety by avoiding clicking links in unknown emails, being careful about which phone calls they answer, and ensuring their information is safe while using the internet can help protect them from having their information stolen. With so much new technology, scams are becoming increasingly believable and targeting vulnerable communities, including older adults. Sharing this information protects them from digital attacks.

Overall, protecting their mental health through youth connection and professional help, as well as promoting digital safety and security, are strong ways to combat the pressing issues of isolation and lack of digital safety.



Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

2/18/2026

First Name *

Haris

Last Name *

Shahab

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

5 years

Have you participated in Inside Dublin? *

☒ Yes

☐ No

If yes, what year?

2025

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I am interested in serving on the Senior Center Advisory Committee because seniors are not just a part of the community to me — they are a part of my everyday life. Both of my grandparents, including my grandmother on my mom's side, live with me. Being around them daily has given me a deeper appreciation for the challenges and needs seniors may face, but also for the wisdom, experience, and perspective they bring. It has made me more aware of how important it is for seniors to have access to programs, social opportunities, and resources that help them stay active and connected.

I have also participated in Inside Dublin, which helped me better understand how the City operates and how advisory committees play a role in shaping local services. That experience motivated me to get more involved. I would bring a thoughtful and analytical mindset to the Committee, especially when it comes to evaluating programs, listening to feedback, and making recommendations that help the Senior Center remain effective, welcoming, and responsive to residents' needs. Serving on this Committee would allow me to give back to both my family and the broader Dublin community in a meaningful way.

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

I am an Assistant Coach for basketball for the MCC East Bay practices on Fridays.

I am part of multiple clubs at my college. I go to Las Positas.

I am apart of Teen Esteem, which is an organization that talks about mental health with kids from 5th grade - high school.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered through the Dublin Senior Center is very positive. From what I have seen, the Center offers a strong variety of programs that support seniors socially, physically, and mentally. The range of fitness classes, social events, educational workshops, and recreational activities shows that the City is committed to keeping seniors active and engaged. It seems like the Senior Center is not just a facility, but a true community hub where residents can build connections and stay involved.

Living in Dublin and having my grandparents at home has made me more aware of how important these kinds of programs are. Social interaction, accessible activities, and wellness opportunities make a real difference in quality of life. At the same time, I believe it is important to continue evaluating programs and gathering feedback to ensure they reflect the evolving needs of Dublin's senior population. Overall, I view the Dublin Senior Center as a valuable and well run community resource, and I would be excited to contribute to its continued growth and improvement.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

I have attended a friend's quinceañera at the Dublin Senior Center, which gave me the opportunity to see the facility being used as a community gathering space. It was clear that the Center is not just a place for programs, but also an important venue where people come together to celebrate meaningful life events. Seeing it used in that way showed me how central it is to the community.

While my grandparents have not regularly participated in formal programs yet, living with them has made me very aware of how valuable senior-focused services and social opportunities can be. Being familiar with the space and understanding the importance of these resources motivates me to get more involved and help ensure the Center continues to serve Dublin residents effectively.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

One area that could continue growing is technology support. Offering more hands on workshops that help seniors with smartphones, online safety, telehealth platforms, and basic computer skills could be very beneficial. As more services move online, digital literacy becomes increasingly important for maintaining independence and connection.

I also think expanding intergenerational programming could be impactful. Creating events that bring together seniors and younger residents such as mentorship programs, storytelling events, or community discussions could strengthen community bonds. In addition, workshops focused on financial literacy, health education, and mental wellness could provide even more comprehensive support. Overall, I believe any new programs should be guided by community feedback to ensure they directly reflect the needs and interests of Dublin's senior population.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

I believe some of the most pressing issues facing senior adults in the City of Dublin include social isolation, access to affordable services, and adapting to rapid technological change. As Dublin continues to grow and evolve, it is important to ensure that seniors do not feel disconnected from the community. Social isolation can significantly impact mental and physical health, especially for those who may have limited mobility or transportation options.



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfer
Prepared by: Gloria Tai, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from June 1, 2026 – June 30, 2026 totaling \$13,033,103.44.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period:	June 1, 2026 – June 30, 2026
Total Number of Payments:	321
Total Amount of Payments:	\$13,033,103.44

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning June 1, 2026 through June 30, 2026. This report is provided in accordance with the City Payments Policy adopted November 15, 2011 by 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 June 2026.

City of Dublin
Payment Issuance Report

Print Date: 7/6/2026

Payments Dated 6/1/2026 through 6/30/2026

Attachment 1

Page 1 of 7

Date Issued	Payee	Description	Amount
6/1/2026	A4 PROMOTIONS & INCENTIVES	BACKYARD BOOK QUEST PROMO BOOKMARKS	167.22
6/1/2026	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES - APR 2026	22,886.40
6/1/2026	ALLEN'S AUTOMOTIVE & TOWING IN	TOWING SERVICES	1,155.00
6/1/2026	AMADOR VALLEY INDUSTRIES LLC	GARBAGE FEE COLLECTION PASSTHROUGH AVI JUL 2025 - DEC 2025	4,638,695.17
6/1/2026	AT&T	PSC-AT&T 600M INTERNET/VOICE MAY 2026	1,686.22
6/1/2026	AT&T - CALNET 3	ATT-ASE(2MO.-CVC,HCC,SCC,SNC,CPY,FSP)	8,791.73
6/1/2026	AXIS FORENSIC TOXICOLOGY, INC.	TOXICOLOGY SERVICES - MAY 2026	900.00
6/1/2026	BADAWI & ASSOCIATES	FINANCIAL AUDIT SERVICES FY2025-2026	24,520.50
6/1/2026	BARKER HEATING & AIR	REINSPECTION FEE REFUND BLDG-011665-2026	241.00
6/1/2026	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES MAY 2026	830.39
6/1/2026	CALIFORNIA AFFILIATED	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND	750.00
6/1/2026	CALPERS	2026 REPLACEMENT CHARGES	2,593.56
6/1/2026	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	751.20
6/1/2026	CINTAS CORPORATION NO.2	PD FIRST AID RESTOCK - MAY 2026	110.28
6/1/2026	COMCAST	INT/CABLE SVC, WAV, SNC, PSC LEAF CHARGES MAY 2026	344.29
6/1/2026	COMCAST	COMCAST TV AV TV30 MAY 2026	139.88
6/1/2026	COMMUNITY RESOURCES FOR INDEPENDENT LIVING	HUMAN SERVICES GRANT HOUSING & INDEP LIVING SKILLS JAN-MAR 2026	2,968.26
6/1/2026	CULINARY ANGELS	HUMAN SERVICES GRANT NUTRITIOUS MEALS FOR CANCER JAN-JUN 2026	2,500.00
6/1/2026	DEPT OF INDUSTRIAL RELATIONS	OSHA INSPECTION FEES	292.50
6/1/2026	DUBLIN CHEVROLET	POLICE VEHICLE MAINTENANCE & REPAIRS	523.24
6/1/2026	DUBLIN UNIFIED SCHOOL DISTRICT	AFTER SCHOOL REC RENTAL FEES JAN-APR 2026	13,620.00
6/1/2026	EAST BAY INNOVATIONS	HUMAN SERVICES GRANT - TVRAH JAN - MAR 2026	2,500.00
6/1/2026	ENLIGHTENED EDUTAINMENT LLC	THE WAVE SWIM WATER SAFETY DAY	2,687.50
6/1/2026	EVERPRO KIDS	REC CLASS INSTRUCTOR	306.00
6/1/2026	FLEX TECHNOLOGY GROUP LLC	FREIGHT ON TONER WAVE	15.00
6/1/2026	GINA MARIE GARCIA-GABRIELL	HERITAGE AND CULTURAL ARTS COMMISSION 05/14/26	50.00
6/1/2026	GOLDEN STATE FLEET SVCS INC	TOWING SERVICES	325.00
6/1/2026	JULIA H. TOMTANIA	HERITAGE AND CULTURAL ARTS COMMISSION 05/14/26	50.00
6/1/2026	KAM SOFTWARE TECHNOLOGIES	TRAFFIC CITE/REPORT SOFTWARE JUN 2026-MAY 2027	4,400.00
6/1/2026	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	571.90
6/1/2026	OLBERDING ENVIRONMENTAL, INC.	FALLON CROSSING GHAD BIOLOGICAL SERVICES MAR 2026	2,720.30
6/1/2026	ONE WORKPLACE L. FERRARI LLC	CDD FURNITURE PURCHASES	1,691.44
6/1/2026	OUTFRONT MEDIA LLC	WAVE MARKETING AND ADVERTISEMENT	7,650.00
6/1/2026	PACIFIC SURFACING, LLC	CASH BOND REFUND PWEN-2023-00197	30,451.50
6/1/2026	PAKPOUR CONSULTING GROUP, INC.	CM/INSP SVCS REGIONAL ST CROSSWALK JAN 2026	24,419.75
6/1/2026	PAKPOUR CONSULTING GROUP, INC.	CM/INSP SVCS REGIONAL ST CROSSWALK FEB 2026	29,282.00
6/1/2026	PAKPOUR CONSULTING GROUP, INC.	STAFF AUGMENTATION FEB 2026	7,640.00
6/1/2026	PAKPOUR CONSULTING GROUP, INC.	STAFF AUGMENTATION MAR 2026	6,986.75
6/1/2026	PAKPOUR CONSULTING GROUP, INC.	SPECIAL STAFF AUG CM DEPT. SUPPORT MAR 2026	21,111.00
6/1/2026	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED - APR 2026	225.00
6/1/2026	PIERRE GALANG	DJ SMALL BIZ FARMER'S MARKET NIGHT	1,000.00
6/1/2026	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS16 MAY 2026	40.00
6/1/2026	REDWOOD PUBLIC LAW, LLP	PROFESSIONAL SERVICES RENDERED THROUGH DEC 2025	86,651.72
6/1/2026	REDWOOD PUBLIC LAW, LLP	PROFESSIONAL SERVICES RENDERED THROUGH FEB 2026	13,445.96
6/1/2026	RENNE PUBLIC LAW GROUP, LLP	2026 STRATEGIC PLANNING JAN 2026	2,280.00
6/1/2026	RENNE PUBLIC LAW GROUP, LLP	2026 STRATEGIC PLANNING FEB 2026	2,160.00
6/1/2026	RETIREE MEDICAL	RETIREE MEDICAL	5,017.50
6/1/2026	RJN, INC.	FALLON CROSSING GHAD MAINTENANCE SERVICES	7,163.00
6/1/2026	RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	72.00
6/1/2026	RONALD L ESSEX	PHOTOGRAPHY SERVICES - SMALL BUSINESS NIGHT AT THE MARKET	600.00
6/1/2026	RONALD L ESSEX	PHOTOGRAPHY SERVICES - ECONOMIC DEVELOPMENT PROJ	2,325.00
6/1/2026	RONALD L ESSEX	PHOTOGRAPHY SERVICES - OPENING DAY AT THE WAVE	600.00
6/1/2026	S & J ADVERTISING INC	WAVE ADVERTISEMENT	1,148.00
6/1/2026	SEWA INTERNATIONAL, INC.	HUMAN SERVICES GRANT - CALM APR 2026	2,384.45
6/1/2026	SOWJANYA SRIKANTAM	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND	750.00
6/1/2026	SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES GRANT - MEALS ON WHEELS APR 2026	1,825.98
6/1/2026	TAQUERIA AZTECA	SENIOR VOLUNTEER LUNCHEON	1,000.00
6/1/2026	T-MOBILE USA, INC.	CITYWIDE CELL/HOTSPOT/TABLET MAY 2026	1,223.21
6/1/2026	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES - APR 2026	35,912.00
6/1/2026	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED - APR 2026	810.50
6/1/2026	TRI-VALLEY HAVEN FOR WOMEN	HUMAN SERVICES GRANT - DOMESTIC VIOLENCE JAN-JUN 2026	12,000.00
6/1/2026	ULINE, INC.	WAVE PARTY SUPPLIES	464.63
6/1/2026	URBAN FIELD STUDIO OAKLAND	DOWNTOWN ARCHITECTURAL DESIGN SERVICES JAN-MAY 2026	21,670.00
6/1/2026	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS16 MAY 2026	229.90
6/1/2026	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS17 MAY 2026	222.60
Payments Issued 6/1/2026 Total:			5,068,546.43
6/3/2026	FIRST AMERICAN TITLE	FIRST TIME HOMEBUYER LOAN PROGRAM #25-08	100,000.00

City of Dublin
Payment Issuance Report

Print Date: 7/6/2026

Payments Dated 6/1/2026 through 6/30/2026

Page 2 of 7

		Payments Issued 6/3/2026 Total:	100,000.00
6/4/2026 CAL PERS	PERS RETIREMENT PLAN: PE 05/29/26		101,117.75
6/4/2026 INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 05/29/26		78,148.35
		Payments Issued 6/4/2026 Total:	179,266.10
6/5/2026 DSRSD	BILLING PERIOD: 3/15/26-5/14/26		21,341.60
6/5/2026 EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 5/29/26		24,656.72
6/5/2026 HEALTHEQUITY, INC.	HEALTHEQUITY: PE 5/29/26		4,545.85
6/5/2026 I C M A 401 PLAN	DEFERRED COMP 401: PE 5/29/26		1,881.45
6/5/2026 I C M A 457 PLAN	DEFERRED COMP 457: PE 5/29/26		30,520.98
6/5/2026 JASON EARL	EXPENSE REIMBURSEMENT - AFFORDABLE HOUSING FAIR		81.76
6/5/2026 RHONDA FRANKLIN	CONFERENCE REIMBURSEMENT - APR 2026		66.50
6/5/2026 US BANK - PARS	PARS: PE 5/29/2026		6,387.89
6/5/2026 WING YEE LAM	EXPENSE REIMBURSEMENT - CPA LICENSE RENEWAL		340.00
		Payments Issued 6/5/2026 Total:	89,822.75
6/8/2026 A4 PROMOTIONS & INCENTIVES	WAVE POOL SIGNAGE PRINTING		476.77
6/8/2026 A4 PROMOTIONS & INCENTIVES	WAVE BANNERS PRINTING		135.53
6/8/2026 A4 PROMOTIONS & INCENTIVES	SHANNON CENTER FACILITY RENTAL SIGNAGE		282.50
6/8/2026 AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR		2,046.00
6/8/2026 ALAMEDA CO SHERIFF'S OFFICE	BHU CARDS		19.26
6/8/2026 ALAMEDA CO SHERIFF'S OFFICE	CPU PHOTO PRINTS		13.75
6/8/2026 ALAMEDA CO SHERIFF'S OFFICE	DUBLIN COMMUNITY ACAD. CERTS		3.18
6/8/2026 ALAMEDA CO SHERIFF'S OFFICE	BUSINESS CARDS		16.56
6/8/2026 ALAMEDA COUNTY MAYOR'S CONFERENCE	2026 ANNUAL MEMBERSHIP DUES		5,830.00
6/8/2026 ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES - MAY 2026		22,932.09
6/8/2026 BAY AREA AIR QUALITY MGMT DIST	SHANNON GENERATOR ANNUAL PERMIT RENEWAL 2026-2027		618.00
6/8/2026 BIKE EAST BAY	BIKE TO WORK DAY T-SHIRTS 2026		2,550.00
6/8/2026 BUSCH SYSTEMS INTERNATIONAL INC.	INTERNAL CONTAINERS/SIGNAGE FOR SHANNON CENTER		10,691.98
6/8/2026 BYOG	SMALL BIZ FARMERS MKT NIGHT TOTES		3,375.46
6/8/2026 CAL PERS HEALTH PREMIUM	HEALTH INSURANCE PREMIUM - JUN 2026		205,513.60
6/8/2026 CASCADIA CONSULTING GROUP, INC	SB 1383 IMPLEMENTATION ASSISTANCE APR 2026		9,010.00
6/8/2026 CITY OF PLEASANTON	TVBID FEES COLLECTED FOR JAN - MAR 2026		154,832.12
6/8/2026 DUBLIN CHEVROLET	POLICE VEHICLE MAINTENANCE & REPAIRS		946.98
6/8/2026 DUBLIN CYCLERY	BIKE PATROL BICYCLES		4,183.49
6/8/2026 DUBLIN UNIFIED SCHOOL DISTRICT	GAS & ELECTRICITY 12/02/25 - 04/12/26		3,187.05
6/8/2026 DUBLIN UNIFIED SCHOOL DISTRICT	WATER 02/01/26 - 03/31/26		467.23
6/8/2026 ENTERPRISE RENT A CAR EAN SERVICES, LLC	RENTAL CARS FOR DPS SIU - APR 2026		1,769.18
6/8/2026 EOA, INC.	STORMWATER IMPLEMENTATION ASSIST FEB 2026		11,983.25
6/8/2026 FAITH ALPHER	JUNETEENTH SPEAKER		1,000.00
6/8/2026 GOODFELLOW BROS. CALIFORNIA, LLC	IRON HORSE NATURE PARK AND OPEN SPACE APR & MAY 2026		1,900.00
6/8/2026 GUANGHUI HAN	PLANNING COMMISSION 05/26/26		50.00
6/8/2026 HINDERLITER, DE LLAMAS & ASSOC	CONTRACT SERVICES - SALES TAX APR-JUN 2026		9,960.23
6/8/2026 JAISENA PRASATH JEYAKEERTHI RAJOO	PLANNING COMMISSION 05/26/26		50.00
6/8/2026 JAMES A KALKMAN	PERFORMANCE AT DUBLIN SENIOR CENTER JUN 2026		450.00
6/8/2026 JOHN WU	PLANNING COMMISSION 05/26/26		50.00
6/8/2026 LEHR AUTO	EMERGENCY EQUIPMENT FOR DUI TAHOE		34,196.75
6/8/2026 LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS		124.00
6/8/2026 LIVERMORE-PLEASANTON UMPIRES ASSOCIATION	SPORTS OFFICIATING MAY 2026		1,560.00
6/8/2026 MADHUSUDAN SADDI	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND		750.00
6/8/2026 MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR		3,837.60
6/8/2026 MARGARET SIMURO	PLANNING COMMISSION 05/26/26		50.00
6/8/2026 PRECISION CONCRETE CUTTING	CONCRETE SHAVING FINAL RETENTION RELEASE		25,000.00
6/8/2026 QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR PD MAY 2026		700.00
6/8/2026 REVEAL DATA CORP	LOGIKCULL SAAS - STORAGE 2026		49,390.00
6/8/2026 SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT JUN 2026		1,650.00
6/8/2026 SITEONE LANDSCAPE SUPPLY INC.	WALLIS RANCH PARK-HANDHELD IRRIG REMOTE CNTRL		1,273.22
6/8/2026 SRINIVAS S BADAMI	PLANNING COMMISSION 05/26/26		50.00
6/8/2026 STONERIDGE CHRYSLER JEEP DODGE	POLICE VEHICLE MAINTENANCE & REPAIRS		140.39
6/8/2026 STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	TRASH CAPTURE DEVICE MAINTENANCE MAR 2026		10,275.00
6/8/2026 SURABHI BHARADWAJ	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND		475.00
6/8/2026 THE ECOHERO SHOW, LLC.	SCHOOL ASSEMBLIES APR 2026		1,150.00
6/8/2026 T-MOBILE USA, INC.	SEARCH WARRANT 26-700236		50.00
6/8/2026 TOWNSEND PUBLIC AFFAIRS, INC	GRANT STRATEGY AND WRITING SERVICES JUN 2026		5,000.00
6/8/2026 TRI-SIGNAL INTEGRATION INC	FIRE ALARM TESTING LIBRARY MAY 2026		323.75
6/8/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES APR 2026		6,797.62
6/8/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLIES- CAMP PARKS MAY 2026		32,876.00
6/8/2026 U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT MAY 2026		67,934.43
6/8/2026 WAHIDA I. RASHID	PLANNING COMMISSION 05/26/26		50.00

City of Dublin
Payment Issuance Report

Print Date: 7/6/2026

Payments Dated 6/1/2026 through 6/30/2026

Page 3 of 7

6/8/2026 WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS18 MAY 2026	192.40
6/8/2026 WEE HOOP, INC.	REC CLASS INSTRUCTOR	2,649.60
6/8/2026 WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSIST JUL 2025	2,065.00
6/8/2026 WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSIST SEP 2025	5,623.50
6/8/2026 WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSIST OCT 2025	2,331.75
6/8/2026 WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	4,936.80
	Payments Issued 6/8/2026 Total:	715,797.02
6/10/2026 FIRST AMERICAN TITLE	FIRST TIME HOMEBUYER LOAN PROGRAM #25-07	100,000.00
6/10/2026 HEALTHEQUITY, INC.	COMMUTER FUNDING APR 2025-MAY 2026	1,061.20
	Payments Issued 6/10/2026 Total:	101,061.20
6/15/2026 4LEAF INC.	BUILDING INSPECTION AND PLAN REVIEW - MAY 2026	87,960.00
6/15/2026 A S DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS MAY 2026	2,108.75
6/15/2026 AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	29,905.20
6/15/2026 ALAMEDA COUNTY WASTE MGMT AUTH	REGIONAL MEDIA CAMPAIGN FY 25/26	2,315.00
6/15/2026 APEX GRADING	FALLON VILLAGE GHAD VEGETATION MAINTENANCE SERVICES	43,000.00
6/15/2026 APEX GRADING	SCHAEFER RANCH GHAD VEGETATION MAINTENANCE SERVICES	30,500.00
6/15/2026 BERNARDO DE ALMEIDA BRAGA RATTO	SMALL BIZ ASSISTANCE PROGRAM FOR BR JIU-JITSU LLC	23,930.00
6/15/2026 BEST LOCKERS, LLC	LOCKER SOFTWARE JUN 2026 - MAY 2027	6,780.06
6/15/2026 CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES MAY 2026	15,264.62
6/15/2026 CINTAS CORPORATION NO.2	FIRST AID KIT REPLENISHMENT	455.04
6/15/2026 COMMUNE COMMUNICATION CORP	ED MARKETING STRATEGY - MAY 2026	2,137.50
6/15/2026 COMMUNITY CLIMATE SOLUTIONS	DUBLIN CLIMATE CHALLENGE DIRECT ENGAGEMENT SERVICE	1,560.00
6/15/2026 CONVERGEONE, INC.	SR. CENTER - ALAMILLA SPRINGS BALLROOM - MID ATLANTIC WALL RACK	2,673.25
6/15/2026 DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE MAY 2026	564.00
6/15/2026 DUBLIN CHEVROLET	POLICE VEHICLE MAINTENANCE & REPAIRS	1,429.95
6/15/2026 EAST BAY POOL SERVICE, INC.	POOL MAINTENANCE SERVICES	59,279.85
6/15/2026 ENGEO INC	FALLON CROSSING GHAD CONSULTING SERVICES MAR 2026	9,076.80
6/15/2026 ENGEO INC	FALLON CROSSING GHAD CONSULTING SERVICES APR 2026	8,856.72
6/15/2026 ENGEO INC	FALLON VILLAGE GHAD CONSULTING SERVICES FEB 2026	4,440.43
6/15/2026 ENGEO INC	FALLON VILLAGE GHAD CONSULTING SERVICES MAR 2026	6,408.24
6/15/2026 ENGEO INC	FALLON VILLAGE GHAD CONSULTING SERVICES APR 2026	11,619.48
6/15/2026 EOA, INC.	ESD PLAN REVIEW ASSISTANCE MAR 2026	5,326.00
6/15/2026 FUNFLICKS SF BAY AREA	DIVE IN MOVIES -WAVE	1,393.74
6/15/2026 GASPARE ANNIBALE	TRAINING REIMBURSEMENT	51.04
6/15/2026 GEOCON CONSULTANTS, INC.	GEOTECH INVESTIGATION GLEASON DRIVE BRIDGE SETTLEMENT MAR 2026	12,841.45
6/15/2026 GEOCON CONSULTANTS, INC.	GEOTECH INVESTIGATION-SHANNON AVE LEAK MAR 2026	387.50
6/15/2026 GOODWIN CONSULTING GROUP, INC.	ANNUAL CFD SPECIAL TAX ADMINISTRATION - DUBLIN CROSSING	37,045.00
6/15/2026 GOODWIN CONSULTING GROUP, INC.	ANNUAL CFD SPECIAL TAX ADMINISTRATION - EAST RANCH	7,405.00
6/15/2026 GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	CM SVCS DAC APR 2026	3,053.09
6/15/2026 HEALTHEQUITY, INC.	COMMUTER(JUN 2026) & HEALTHCARE(MAY 2026) BENEFITS	627.50
6/15/2026 HEALTHEQUITY, INC.	COMMUTER(SEP 2025) & HEALTHCARE(AUG 2025) BENEFITS	648.50
6/15/2026 ICC CODIFICATION, INC.	MUNI CODE UPDATES APR-DEC 2026	572.51
6/15/2026 INTERACTIVE DATA, LLC	PD - SOCIAL MEDIA SEARCH - MAY 2026	291.00
6/15/2026 IPERMIT	PERMIT REFUND BLDG-011961-2026	216.00
6/15/2026 IRON MOUNTAIN	FINANCE RECORDS STORAGE MAY-JUN 2026	364.59
6/15/2026 JEFFREY BASHIR	JUNETEENTH PERFORMANCE	5,500.00
6/15/2026 JORDAN FOSS	EDUCATION REIMBURSEMENT FY 2024-2026	4,000.00
6/15/2026 KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	676.80
6/15/2026 LANLOGIC INC.	UMBRELLA OPEN DNS JUN 2026	1,050.00
6/15/2026 LANLOGIC INC.	HERITAGE PARK CAMERA INSTALL	1,387.83
6/15/2026 LANLOGIC INC.	CABLING INSTALL - WAV/POOL/CHARGING STATION	2,398.86
6/15/2026 LANLOGIC INC.	NETWORK IRRIGATION CONTROLLERS CABLING	10,220.41
6/15/2026 LANLOGIC INC.	WAVE- ACCESS ROOM CONTROLS- VIEWING ROOM - CABLING	2,416.46
6/15/2026 LEHR AUTO	EMERGENCY EQUIPMENT INSTALL 23D05	8,643.23
6/15/2026 LEHR AUTO	CHARGER EQUIPMENT SWAP - REPLACING 18D10	10,363.18
6/15/2026 LEHR AUTO	CHARGER EQUIPMENT SWAP - REPLACING 19D19	10,423.60
6/15/2026 LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	369.92
6/15/2026 LWP CLAIMS SOLUTIONS INC	OPEN INDEMNITY CLAIMS	125.00
6/15/2026 LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES MAY 2026	1,275.00
6/15/2026 MARSHA MOORE	CONFERENCE EXPENSES - IIMC	430.84
6/15/2026 PLAN JPA	GENERAL LIABILITY CLAIMS MAY 2026 CLAIMS	4,881.65
6/15/2026 PLANT CONSTRUCTION COMPANY, L.P.	EXTERIOR IMPROVEMENTS PROJECT APR 2026	1,013,453.53
6/15/2026 PRO CYCLES LLC	POLICE VEHICLE MAINTENANCE & REPAIRS	230.00
6/15/2026 PRO CYCLES LLC	2025 HARLEY EMERGENCY & LIGHTING SYSTEM -REPLACE 19M73	16,588.44
6/15/2026 PRO CYCLES LLC	2025 HARLEY EMERGENCY & LIGHTING SYSTEM - REPLACE 19M75	16,588.44
6/15/2026 QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR CIVIC MAY 2026	383.96
6/15/2026 QUENCH USA, INC.	WATER SERVICES D073825 JUN 2026	1,390.85
6/15/2026 RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS16 JUN 2026	40.00

City of Dublin
Payment Issuance Report

Print Date: 7/6/2026

Payments Dated 6/1/2026 through 6/30/2026

Page 4 of 7

6/15/2026 RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS17 JUN 2026	40.00
6/15/2026 RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS18 JUN 2026	40.00
6/15/2026 REDWOOD PUBLIC LAW, LLP	PROFESSIONAL SERVICES RENDERED THROUGH FEB 2026	80,702.80
6/15/2026 RONALD L ESSEX	PHOTOGRAPH SERVICES - FAMILY CAMPOUT EVENT	300.00
6/15/2026 ROTH STAFFING COMPANIES, L.P.	BUILDING TEMP 05/11/26 - 05/31/26	4,944.00
6/15/2026 RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK & INSPECTIONS MAR 2026	8,399.25
6/15/2026 RRM DESIGN GROUP, A CA CORP	LANDSCAPE PLAN CHECK & INSPECTIONS APR 2026	4,223.00
6/15/2026 SANTA RITA TOW	TOWING SERVICES	250.00
6/15/2026 SEROLOGICAL RESEARCH INSTITUTE	FORENSIC DNA TESTING SERVICES -DPS	2,000.00
6/15/2026 SHANE THOMPSON	CONFERENCE REIMBURSEMENT - CAPE MAY 2026	341.99
6/15/2026 SIERRA DISPLAY, INC.	CITY BANNER CHANGE OUT PROGRAM	598.00
6/15/2026 SPECIAL EVENTS	TENTING FOR SPECIAL EVENTS	2,232.00
6/15/2026 STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	MEDICAL TESTS & ERGONOMIC EVALUATION MAY 2026	2,123.50
6/15/2026 STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	TRASH CAPTURE DEVICE MAINTENANCE NOV 2025	2,350.00
6/15/2026 SWINERTON MANAGEMENT & CONSULTING LLC	CM/INSP SVCS DUBLIN ART CENTER MAR 2026	11,440.00
6/15/2026 SWINERTON MANAGEMENT & CONSULTING LLC	CM/INSP SVCS DUBLIN ART CENTER APR 2026	10,008.00
6/15/2026 SWINERTON MANAGEMENT & CONSULTING LLC	CM/INSP SVCS EXTERIOR IMPROVEMENTS MAR 2026	56,472.50
6/15/2026 SWINERTON MANAGEMENT & CONSULTING LLC	CM/INSP SVCS EXTERIOR IMPROVEMENTS APR 2026	53,461.00
6/15/2026 THE ED. JONES COMPANY	BUILDING OFFICIAL BADGE	258.35
6/15/2026 TREASURER ALAMEDA COUNTY	ANIMAL CONTROL FIELD SERVICES JAN - MAR 2026	6,589.47
6/15/2026 TRI-VALLEY COMMUNITY TV	RECORD/TELEVISION CITY COUNCIL & PLN COMM MTGS MAY 2026	1,343.32
6/15/2026 VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS MAY 2026	2,228.86
Payments Issued 6/15/2026 Total:		1,783,671.85
6/22/2026 CAL PERS	PERS RETIREMENT PLAN: PE 6/12/26, & JUNE COUNCIL	102,991.06
6/22/2026 EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 6/12/26, & JUNE COUNCIL	25,433.12
6/22/2026 INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 6/12/26 & JUNE COUNCIL	81,609.72
Payments Issued 6/22/2026 Total:		210,033.90
6/23/2026 HEALTHEQUITY, INC.	HEALTHEQUITY: PE 6/12/26	4,545.85
6/23/2026 I C M A 401 PLAN	DEFERRED COMP 401: PE 6/12/26	1,866.14
6/23/2026 I C M A 457 PLAN	DEFERRED COMP 457: PE 6/12/26, & JUNE COUNCIL	32,828.38
6/23/2026 UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - JUN 2026	13,272.22
6/23/2026 US BANK - PARS	PARS: PE 6/12/26	8,653.14
Payments Issued 6/23/2026 Total:		61,165.73
6/24/2026 4LEAF INC.	DEVELOPMENT & PERMITS PLAN REV. STAFF AUG JAN 2026	180.00
6/24/2026 ABACUS PRODUCTS, INC.	NOTICE TO APPEAR - DPS	1,715.82
6/24/2026 ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	3,258.00
6/24/2026 AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	13,471.20
6/24/2026 ALAMEDA COUNTY LIBRARY	LIBRARY SERVICES JAN 2026 - MAR 2026	175,959.00
6/24/2026 ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES - MAY-JUN 2026	15,643.37
6/24/2026 AMY'S ENGRAVED SIGNS & AWARDS	CHAMBER NAME PLATE	54.57
6/24/2026 ANTO SWEENEY	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND	750.00
6/24/2026 AT&T	PSC-AT&T 600M INTERNET/VOICE 6/7-7/6	1,688.22
6/24/2026 AT&T	CVC 1G INT/VOICE 5/7-7/6	4,375.82
6/24/2026 AT&T - CALNET 3	ASE (MAY-CVC,HCC,SCC,SNC,CPY,FSP)	3,160.54
6/24/2026 AT&T - CALNET 3	SERVICE TO PSC 03/01/26	122.71
6/24/2026 AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 03/04/26	62.26
6/24/2026 AT&T - CALNET 3	SERVICE TO CLARK AVE 03/27/26	31.91
6/24/2026 AT&T - CALNET 3	SERVICE TO CLARK AVE 04/27/26	31.91
6/24/2026 AT&T - CALNET 3	SERVICE TO CLARK AVE 05/27/26	32.47
6/24/2026 AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 04/14/26	62.26
6/24/2026 AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 05/14/26	63.20
6/24/2026 AT&T - CALNET 3	SERVICE TO PSC 04/01/26	122.95
6/24/2026 AT&T - CALNET 3	SERVICE TO PSC 05/01/26	122.95
6/24/2026 AT&T - CALNET 3	SERVICE TO PSC 06/01/26	124.83
6/24/2026 BAY ALARM COMPANY	ALARM SERVICES SERV CALL CORP YARD FEB 2026	225.00
6/24/2026 BAY ALARM COMPANY	ALARM SERVICES SERV CALL WAVE MAY 2026	1,380.00
6/24/2026 BAY ALARM COMPANY	ALARM SERVICES SERV CALL CIVIC MAY 2026	228.86
6/24/2026 BAY AREA NEWS GROUP EAST BAY	ST PATRICK'S DAY ADVERTISING/BROADSHEET	990.00
6/24/2026 BINTANG BADMINTON	PERMIT REFUND PLPA-004409-2026	1,385.16
6/24/2026 BRINKS, INC.	ARMORED CAR SERVICE JUN 2026	418.48
6/24/2026 BSK ASSOCIATES INC.	GEOTECHNICAL PEER REVIEW APR 2026	3,375.75
6/24/2026 CENTRO LEGAL	HUMAN SERVICES GRANT - TRI-VALLEY FAIR & SECURE HOUSING	7,500.00
6/24/2026 CHABOT-LAS POSITAS COLLEGE DST	HUMAN SERVICES GRANT - TRI-VALLEY EMPLOYMENT JUL-JUN 2026	10,632.54
6/24/2026 CINTAS CORPORATION NO.2	PD FIRST AID RESTOCK - JUN 2026	106.07
6/24/2026 CITY OF PLEASANTON	TRI-VALLEY CITIES COUNCILS DINNER	600.00
6/24/2026 CIVICA LAW GROUP APC	LEGAL SERVICES MAY 2026	5,526.66
6/24/2026 COMCAST	INT/CABLE SVC, WAV, SNC, PSC LEAF CHARGES JUN 2026	344.29

City of Dublin
Payment Issuance Report

Print Date: 7/6/2026

Payments Dated 6/1/2026 through 6/30/2026

Page 5 of 7

6/24/2026 COMCAST	CVC 500M COMCAST MAY 2026	2,580.56
6/24/2026 CONSTANT CONTACT, INC.	CONSTANT CONTACT PLUS ANNUAL SUBSCRIPTION	6,148.80
6/24/2026 CORODATA SHREDDING, INC.	SHRED BIN PICKUP FOR MAY 2026	140.78
6/24/2026 CRAIG L BETTENCOURT	PROJECT DEVELOPMENT & FINANCE SOLUTIONS MAY 2026	3,847.50
6/24/2026 CSW/STUBER-STROEH ENGINEERING GROUP, INC.	VILLAGE PKWY RECONSTRUCTION - DESIGN SVCS FEB 2026	17,358.54
6/24/2026 DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES PLANS/SUPPORT MAR 2026	9,990.00
6/24/2026 DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	LIVESCAN FEES MAR 2026	1,056.00
6/24/2026 DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	LIVESCAN FEES APR 2026	785.00
6/24/2026 DSRSD	BILLING PERIOD: 4/1/26-5/31/26	311,192.86
6/24/2026 DUBLIN CHEVROLET	2026 CHEVROLET SILVERADO	54,050.06
6/24/2026 DUBLIN CHEVROLET	2026 CHEVROLET BLAZER - REPLACING 20D32	40,667.53
6/24/2026 DUBLIN CHEVROLET	POLICE VEHICLE MAINTENANCE & REPAIRS	281.01
6/24/2026 DUBLIN UNIFIED SCHOOL DISTRICT	ELECTRICITY & GAS FOR STAGER GYM APR 2026	35.00
6/24/2026 ENGEIO INC	SCHAEFER RANCH GHAD CONSULTING SERVICES MAR 2026	8,327.14
6/24/2026 ENGEIO INC	SCHAEFER RANCH GHAD CONSULTING SERVICES APR 2026	14,087.04
6/24/2026 EOA, INC.	STORMWATER IMPLEMENTATION ASSISTANCE MAR 2026	18,970.75
6/24/2026 FLEX TECHNOLOGY GROUP LLC	FREIGHT ON TONER	15.00
6/24/2026 FLEX TECHNOLOGY GROUP LLC	MONTHLY HARDWARE LEASE JUN 2026	1,720.18
6/24/2026 FRANCISCO & ASSOCIATES, INC.	ENGINEERING FEES CITY'S LANDSCAPING & LIGHTING DEC 2026	17,183.75
6/24/2026 GOODNESS VILLAGE	HUMAN SERVICES GRANT - BUILDING INDEPENDENCE APR-JUN 2026	3,125.00
6/24/2026 GOODWIN CONSULTING GROUP, INC.	ANNUAL CFD SPECIAL TAX ADMINISTRATION - DUBLIN CROSSING	5,007.50
6/24/2026 HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - SUMMER CAMP	750.00
6/24/2026 HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - SHOPPING CENTERS	300.00
6/24/2026 HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - THE WAVE	600.00
6/24/2026 JM FIRE SYSTEMS	PERMIT REFUND FIRE-012114-2026	312.00
6/24/2026 KIER & WRIGHT CIVIL ENGINEERS	CONSULT SVCS FOR FOREST PARK WATER METER APR 2026	4,281.00
6/24/2026 KIMLEY-HORN AND ASSOC. INC.	STAFF AUG TRANSPORTATION DEVELOPMENT REVIEW JAN 2026	4,677.22
6/24/2026 KIMLEY-HORN AND ASSOC. INC.	STAFF AUG TRANSPORTATION DEVELOPMENT REVIEW FEB 2026	1,464.40
6/24/2026 KIMLEY-HORN AND ASSOC. INC.	STAFF AUG TRANSPORTATION DEVELOPMENT REVIEW MAR 2026	14,387.73
6/24/2026 LANLOGIC INC.	SERVER, SHAREPOINT, ROUTER SUPPORT MAY 2026	3,105.00
6/24/2026 LANLOGIC INC.	CABLING INSTALL - WAVE/POOL/CHARGING STATION	4,853.31
6/24/2026 LANLOGIC INC.	WAVE DOOR CONTROLLER TECH SUPPORT	1,328.33
6/24/2026 LEHR AUTO	POLICE VEHICLE MAINTENANCE & REPAIRS	2,097.85
6/24/2026 LIONS CENTER FOR THE VISUALLY IMPAIRED	HUMAN SERVICES GRANT - SENIORS VISION HEALTH PROGRAM	4,500.00
6/24/2026 LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	2,938.17
6/24/2026 MAGS ASSOCIATES LLC	REC CLASS INSTRUCTOR	6,475.20
6/24/2026 METRO SERVICES INC.	ST. PATRICKS FESTIVAL SECURITY SERVICES	3,360.00
6/24/2026 NANOGAN SCIENCE & SERVICES, LLC	REC CLASS INSTRUCTOR	2,406.60
6/24/2026 NICHOLS CONSULTING ENGINEERS, CHTD	ANNUAL STREET RESURFACING DESIGN SVCS MAR 2026	97,326.85
6/24/2026 OPTERRA ENERGY SERVICES, LLC	PUBLIC SAFETY COMPLEX REPAIR	8,302.77
6/24/2026 PAKPOUR CONSULTING GROUP, INC.	CM/INSP SVCS REGIONAL ST CROSSWALK MAR 2026	16,823.50
6/24/2026 PAKPOUR CONSULTING GROUP, INC.	CM/INSP SVCS FOREST PARK APR 2026	525.00
6/24/2026 PG&E	SERVICE TO 6196 HORIZON PKWY M DONBIDDLE 02/16/26	1,822.59
6/24/2026 PG&E	SERVICE TO STAGECOACH PARK 02/13/26	58.26
6/24/2026 PG&E	SERVICE TO DON BIDDLE COMMUNITY PARK 02/16/26	440.93
6/24/2026 PG&E	SERVICE TO 6020 DUBLIN BLVD 1010865440 02/12/26	123.36
6/24/2026 PG&E	SERVICE TO STREETLIGHTS-CITYWIDE 1983-1 02/13/26	24,928.24
6/24/2026 PG&E	SERVICE TO FALLON SPORTS PARK 02/04/26	9,653.61
6/24/2026 PG&E	SERVICE TO EMERALD GLEN PARK 02/08/26	5,997.07
6/24/2026 PG&E	SERVICE TO BRAY COMMONS 02/10/26	127.33
6/24/2026 PG&E	SERVICE TO DEVANY SQUARE 02/10/26	19.14
6/24/2026 PG&E	SERVICE TO TED FAIRFIELD PARK 02/09/26	80.81
6/24/2026 PG&E	SERVICE TO LANDSCAPING 02/05/26	2,241.57
6/24/2026 PG&E	SERVICE TO DOLAN PARK 02/10/26	189.76
6/24/2026 PG&E	SERVICE TO SANTA RITA LMD 1997-1 02/10/26	110.48
6/24/2026 PG&E	SERVICE TO POLICE SERVICES 02/12/26	10,117.89
6/24/2026 PG&E	SERVICE TO STAGECOACH LMD 1983-2 02/13/26	104.14
6/24/2026 PG&E	SERVICE TO STREETLIGHTS EASTDUBLIN1999-1 02/13/26	11,692.39
6/24/2026 PG&E	SERVICE TO SENIOR CENTER 02/10/26	2,204.58
6/24/2026 PG&E	SERVICE TO PUBLIC SAFETY COMPLEX 02/13/26	1,827.98
6/24/2026 PG&E	SERVICE TO PUBLIC SAFETY COMPLEX 03/17/26	1,483.30
6/24/2026 PG&E	SERVICE TO FIRE STATION 18 02/10/26	1,222.11
6/24/2026 PG&E	SERVICE TO PIAZZA SORRENTO PARK 02/10/26	15.44
6/24/2026 PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED - MAY 2026	225.00
6/24/2026 QUENCH USA, INC.	WATER SERVICES D073045 JUN 2026	634.15
6/24/2026 SELECT IMAGING	PCS NAME BADGE	26.63
6/24/2026 SHIVANSH BANSAL	2026 DON BIDDLE SCHOLARSHIP	1,000.00
6/24/2026 SPECTRUM COMMUNITY SVCS INC.	HUMAN SERVICES GRANT - MEALS ON WHEELS MAY 2026	3,078.16
6/24/2026 STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	FOREST PARK - TRASH CAPTURE DEVICE MAY 2026	1,850.00
6/24/2026 TAYLOR & ASSOCIATES, INC.	SHADE STRUCTURES FOR LOUNGERS - PCS/WAVE	16,868.25

City of Dublin
Payment Issuance Report

Print Date: 7/6/2026

Payments Dated 6/1/2026 through 6/30/2026

Page 6 of 7

6/24/2026 TREASURER ALAMEDA COUNTY	CAL-ID REMOTE ACCESS NETWORK JUL 2025 - JUN 2026	46,294.00
6/24/2026 TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED - MAY 2026	617.00
6/24/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE APR 2026	25,432.21
6/24/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE EXTRA SERVICE APR 2026	11,496.39
6/24/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE MAY 2026	25,432.21
6/24/2026 WC3-WEST COAST CODE CONSULTANT	PLAN REVIEW - MAY 2026	34,038.00
Payments Issued 6/24/2026 Total:		1,192,584.71
6/26/2026 DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - JUN 2026	12,835.55
6/26/2026 VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - JUN 2026	2,080.98
Payments Issued 6/26/2026 Total:		14,916.53
6/30/2026 ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	REC CLASS INSTRUCTOR	1,056.00
6/30/2026 AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	675.00
6/30/2026 AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS MAY 2026	31,627.88
6/30/2026 AMY L. JONES	REC CLASS INSTRUCTOR	392.40
6/30/2026 ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	600.00
6/30/2026 AVI-SPL LLC	COUNCIL CHAMBER AV EQUIPMENT	99,914.88
6/30/2026 AXIS FORENSIC TOXICOLOGY, INC.	TOXICOLOGY SERVICES - JUN 2026	250.00
6/30/2026 BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICE MAY 2026	1,187.14
6/30/2026 BPXPRESS	2026 ANNUAL STREET RESURFACING PROJECT BID DOCS	333.98
6/30/2026 CALED	2026 CONFERENCE FEE - ED	595.00
6/30/2026 CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	1,911.00
6/30/2026 CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	1,255.80
6/30/2026 CDW GOVERNMENT INC	INSTALL PD PANIC BUTTONS	7,476.98
6/30/2026 CDW GOVERNMENT INC	PSC/CVC/CPY CONFERENCE ROOM CLICKSHARE EXPANSION	7,565.64
6/30/2026 CHARLES YU	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND	500.00
6/30/2026 CHRISTINE PETIT	REC CLASS INSTRUCTOR	5,064.00
6/30/2026 COMCAST	COMCAST TV AV TV30 6/18/26 -7/17/26	135.13
6/30/2026 COMMUNITY CLIMATE SOLUTIONS	CAP ENGAGEMENT PLATFORM - DUBLIN CLIMATE CHALLENGE	6,400.00
6/30/2026 CONVERGEONE, INC.	DAC HALLWAY - SAMSUNG DISPLAY	2,404.17
6/30/2026 COUNTY OF ALAMEDA OFFICE OF THE ASSESSOR	ASSESSOR MAP UPDATES APR & JUN 2026	78.00
6/30/2026 DAVID L. GATES & ASSOCIATES, INC.	PLAYGROUND INSPECTION SERVICES JUN 2026	27,350.00
6/30/2026 DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	LIVE SCAN FEES MAY 2026	646.00
6/30/2026 DIPIETRO & ASSOC. INC	AED & WAVE OXYGEN TANKS ANNUAL SERVICES	3,274.94
6/30/2026 DONNY GOLDBERG	BACKYARD BASH PERFORMER	5,000.00
6/30/2026 DUBLIN CHEVROLET	POLICE VEHICLE MAINTENANCE & REPAIRS	139.00
6/30/2026 EN ENGINEERING, LLC	FIBER OPTIC MASTER PLAN TO 5/16/26	14,700.00
6/30/2026 FREDRIK FORSMAN	SUMMER CONCERT SERIES PERFORMER	3,500.00
6/30/2026 GURUS EDUCATION EAST BAY	REC CLASS INSTRUCTOR	308.00
6/30/2026 HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY - SUMMER CAMP	750.00
6/30/2026 INCREDIFLIX, INC	REC CLASS INSTRUCTOR	2,130.00
6/30/2026 IOPREDICT, INC.	WRITTEN EXAMINATION TEST FEES (MAI)	2,935.00
6/30/2026 IOPREDICT, INC.	WRITTEN EXAMINATION FEES (OAI)	774.00
6/30/2026 JAISENA PRASATH JEYAKEERTHI RAJOO	PLANNING COMMISSION 06/23/26	50.00
6/30/2026 JAISENA PRASATH JEYAKEERTHI RAJOO	PLANNING COMMISSIONER ACADEMY REIMBURSEMENT	212.04
6/30/2026 JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES LIBRARY JUN 2026	1,980.43
6/30/2026 JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES CIVIC JUN 2026	636.70
6/30/2026 JOSHUA PINE	CAMP PARKS SIGN LIGHTS	1,064.07
6/30/2026 KOUSHIK MANNEPALLI	PERMIT REFUND BLDG-012359-2026	94.00
6/30/2026 LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	495.04
6/30/2026 MARGARET SIMURO	PLANNING COMMISSION 06/23/26	50.00
6/30/2026 MCE CORPORATION	MAINTENANCE SERVICES MAR 2026	1,013,701.68
6/30/2026 MCE CORPORATION	MAINTENANCE SERVICES APR 2026	855,894.95
6/30/2026 M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5 MAY 2026	555.00
6/30/2026 M-GROUP	FRANCIS RANCH SITE INSPECTIONS MAY 2026	2,543.75
6/30/2026 OFFICE RELIEF	OFFICE CHAIRS	2,108.25
6/30/2026 ONE WORKPLACE L. FERRARI LLC	FURNITURE PURCHASES - CDD/PCS	7,331.08
6/30/2026 PATRICK RUSS	BACKYARD BASH PERFORMER	1,200.00
6/30/2026 PG&E	TRAFFIC SIGNALS 02/09/2026	1,247.18
6/30/2026 PG&E	TRAFFIC SIGNALS 01/12/2026	11,982.78
6/30/2026 PLANT CONSTRUCTION COMPANY, L.P.	EXTERIOR IMPROVEMENTS PROJECT MAY 2026	1,088,923.29
6/30/2026 PLEASANTON VIP SENIOR CLUB	SENIOR CENTER TRIPS - PHANTOM OF THE OPERA	2,200.00
6/30/2026 QUADIENT LEASING USA, INC.	NEOPOST MAIL MACHINE LEASE APR-JUN 2026	1,282.75
6/30/2026 R. YOUNAN LLC	REC CLASS INSTRUCTOR	7,303.80
6/30/2026 RESCAPE CALIFORNIA	FOREST PARK - JORDAN RANCH NEIGH SQ LANDSCAPE FEES	2,500.00
6/30/2026 RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	630.00
6/30/2026 RONALD L ESSEX	PHOTOGRAPHY SERVICES - PICNIC FLIX	300.00
6/30/2026 ROTH STAFFING COMPANIES, L.P.	BUILDING TEMP 06/01/26 - 06/21/26	5,640.00
6/30/2026 S & J ADVERTISING INC	BACKYARD BASH ADVERTISEMENT	1,148.00

City of Dublin
Payment Issuance Report

Print Date: 7/6/2026

Payments Dated 6/1/2026 through 6/30/2026

Page 7 of 7

6/30/2026 SEAN OBRIEN	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND	750.00
6/30/2026 SELECT IMAGING	SHANNON CENTER RECYCLE SIGNS	79.40
6/30/2026 SMITH ART CONSERVATION	ART MAINTENANCE AND CONSERVATION JUN 2026	2,500.00
6/30/2026 SRINIVAS S BADAMI	PLANNING COMMISSION 06/23/26	50.00
6/30/2026 STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	TRASH CAPTURE DEVICE MAINTENANCE JUN 2026	46,965.00
6/30/2026 THE DREAM TOP	BACKYARD BASH PERFORMER	581.00
6/30/2026 TREASURER ALAMEDA COUNTY GENERAL SERVICES AGENCY	FUEL MAR 2026	24,356.55
6/30/2026 TREASURER ALAMEDA COUNTY GENERAL SERVICES AGENCY	FUEL APR 2026	24,676.17
6/30/2026 TREASURER ALAMEDA COUNTY GENERAL SERVICES AGENCY	FUEL MAY 2026	24,793.02
6/30/2026 TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL DIVISION	TRAFFIC SIGNAL & STREETLIGHT MAINT SVCS MAR 2026	30,532.69
6/30/2026 TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL DIVISION	TRAFFIC SIGNAL & STREETLIGHT MAINT SVCS APR 2026	24,310.11
6/30/2026 TRIVALLEY ICE MANAGEMENT II LLC	SUMMER CAMP FIELD TRIP	360.00
6/30/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES MAY 2026	6,824.21
6/30/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE EXTRA SERVICE MAY 2026	11,120.23
6/30/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE JUN 2026	25,432.21
6/30/2026 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLY - CAMP PARKS JUN 2026	32,876.00
6/30/2026 TYLER GENE ROOFFENER	LIVE MUSIC 6/11/26	1,000.00
6/30/2026 UNICO ENGINEERING, INC.	TRASH CAPTURE DEVICES - CONSTRUCTION MGMT MAR 2026	247.45
6/30/2026 VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	2,563.20
6/30/2026 WARREN PAYLADO	REC CLASS INSTRUCTOR	495.00
6/30/2026 WEE HOOP, INC.	REC CLASS INSTRUCTOR	1,886.40
6/30/2026 WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE AUG 2025	5,524.50
6/30/2026 WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE NOV 2025	21.25
6/30/2026 WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE DEC 2025	2,575.00
6/30/2026 WILLDAN ENERGY SOLUTIONS	BLDG ELECTRIFICATION & CODE ASSISTANCE JAN 2026	3,313.10
6/30/2026 YUET TAK TSOI	EXPENSE REIMBURSEMENT - CPA LICENSE RENEWAL	400.00
Payments Issued 6/30/2026 Total:		3,516,237.22

Grand Total for Payments Dated 6/1/2026 through 6/30/2026: 13,033,103.44

Total Number of Payments Issued: 321



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement with The Related Companies of California for the Amador Station Project (PLPA-2021-00019)
Prepared by: Jason Earl, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement with The Related Companies of California LLC (Related) for the Amador Station project. Amador Station is a future 300-unit affordable housing development located on Golden Gate Drive adjacent to the West Dublin/Pleasanton BART Station within the Downtown Dublin Specific Plan area. Related is requesting an extension to the Residential Allocation Terms as they continue to pursue funding for the project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement Between the City of Dublin and The Related Companies of California LLC for the Amador Station Affordable Housing Project.

FINANCIAL IMPACT:

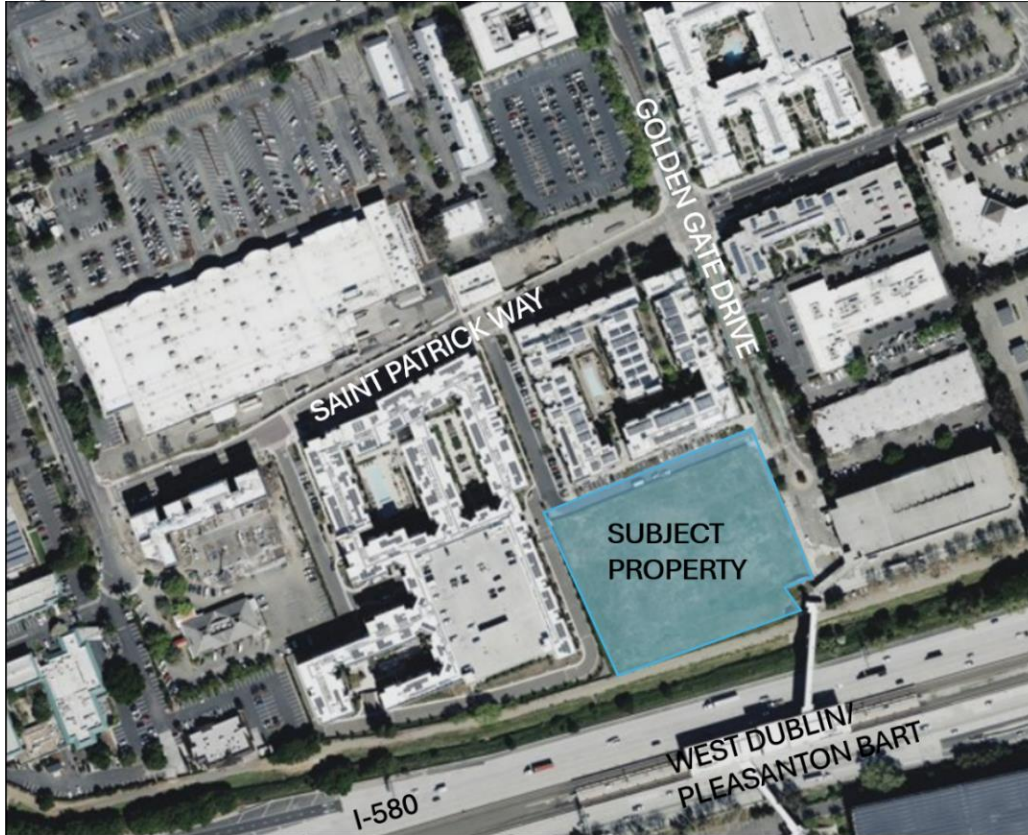
None. No new appropriations are associated with this amendment.

DESCRIPTION:

Background

BRIDGE Housing originally received approval for a two-phase affordable housing project on the vacant 3.6-acre site located adjacent to the West Dublin/Pleasanton BART station as shown in Figure 1. The property is bound by I-580 to the south, the Avalon West project to the west, the Connolly Station project to the north, and Golden Gate Drive to the east. The project site is located in the Transit-Oriented District of the Downtown Dublin Specific Plan (DDSP).

Figure 1. Location Map



On September 21, 2021 the City Council approved a Community Benefit Program Agreement and Affordable Housing Assistance Agreement with BRIDGE Dublin LLC (BRIDGE) for the Amador Station project. BRIDGE subsequently assigned its rights with respect to the property to The Related Companies of California LLC (Related). On February 21, 2023, the City Council approved the First Amended and Restated Community Benefit Program Agreement (Attachment 4) and Amended and Restated Affordable Housing Assistance Agreement (Attachment 5) and transfer of the Agreements to Related. Among other things, these agreements address project phasing, the timing for allocating residential units from the DDSP Development Pool to the project, and the amount and timing of the City's Affordable Housing Funds and Alameda County Measure A-1 Bond funds that will be allocated to the project. The unit allocation time periods could be extended by the City Manager for at least one additional year provided that Related showed due diligence in pursuing funding for the affordable housing

project and applied for building permits for the subphase.

Over the past several years, Related has been coordinating with the City on their funding efforts including the submittal of the Affordable Housing and Sustainable Communities (AHSC) grant applications. In addition, they have submitted building permits for Subphases A1 and A2. Upon completion of these milestones, Related requested an extension of the unit allocation to these subphases, and these extensions were granted. Table 1 shows the original expiration dates and the extensions granted.

Table 1. Original Subphase Expiration Date and Extension Granted

Subphase	Original Expiration Date	Extended Expiration Date
A1	12/31/2024	12/31/2026
A2	8/21/2025	8/21/2027
B1	8/21/2026	N/A
B2	8/21/2027	N/A

As noted above, Related has been diligent in identifying and pursuing funding sources to begin construction of the project. They successfully secured additional funding from BART and from the Bay Area Housing Finance Authority. However, due to the competitive nature of funding for affordable housing projects and the current funding climate, they are still short of the funding needed to begin construction. Therefore, the current request is to amend the Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement to extend the Residential Allocation Terms and make corresponding adjustments to the timing for allocating the City's Affordable Housing Funds and Measure A-1 Bond funds to the project.

Analysis

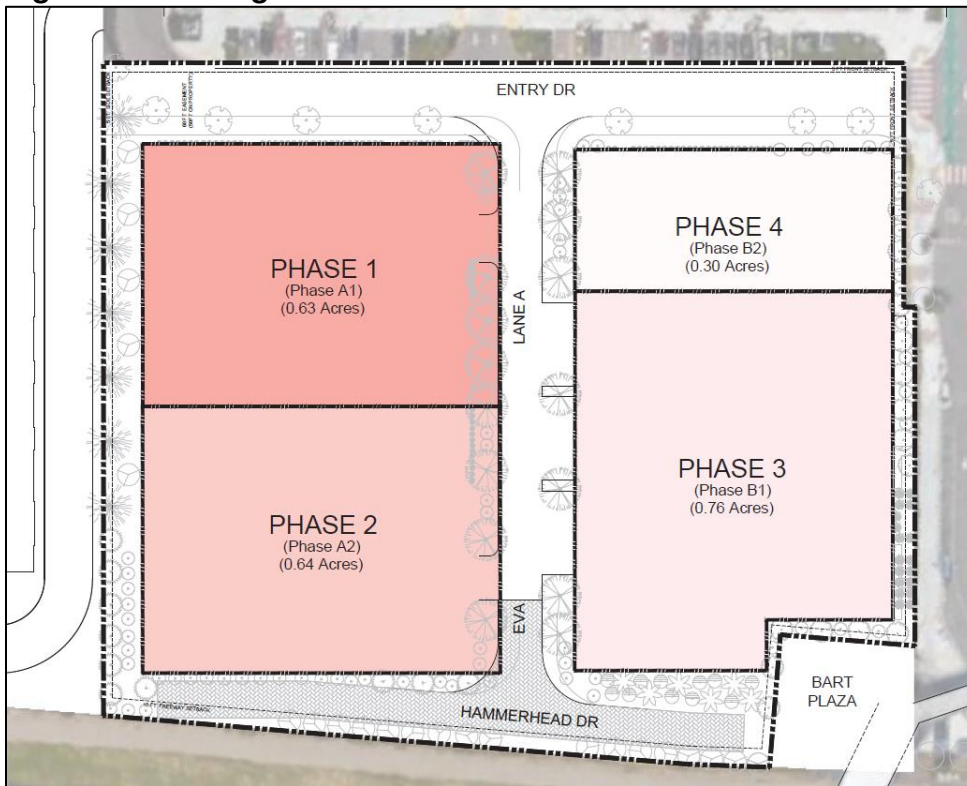
Residential Allocation Terms and Project Phasing

Related is requesting to extend the unit allocation to allow additional time to obtain the funding needed to construct the project. They are also proposing to rename the project phases to increase clarity. Table 2 and Figure 2 show the proposed expiration dates and updated phasing names.

Table 2. Phasing and Requested Expiration Date

Former Subphase	Renamed Phase	Original Expiration Date	Extended Expiration Date	Requested Expiration Date
A1	1	12/31/2024	12/31/2026	12/31/2028
A2	2	8/21/2025	8/21/2027	8/21/2029
B1	3	8/21/2026	N/A	8/21/2030
B2	4	8/21/2027	N/A	8/21/2031

Figure 2. Phasing Plan



Affordable Housing Fund

The project phasing is the basis for allocating money from the City's Affordable Housing Funds to the project. More specifically, the Affordable Housing Assistance Agreement states that the term of the \$4.3 million predevelopment loan from the City's Affordable Housing Fund is tied to the Residential Allocation Term for the second phase of the project. The proposed amendments would extend the loan term to be consistent with the revised Residential Allocation Term for Phase 2.

Alameda County Measure A-1 Bond Fund

\$2.9 million of Alameda County Measure A-1 Bond funds specific to the City of Dublin are allocated for use in the first two phases of the project in the form of a loan. These funds must be used before the expiration of those funds. Alameda County extended the approval of the Measure A-1 funding reservation to April 22, 2027. However, the revised unit allocations for Phases 1 and 2 extend beyond that date.

The Alameda County Housing Director may further extend the funding reservation period upon assurance by Related that the funding of the project is advancing in a manner that the Housing Director deems sufficient. However, the proposed amendments would allow the City to reallocate the A-1 Bond funds to a different affordable housing project, selected by the City, if Related does not or is otherwise unable to use these funds prior to the A-1 deadline established by the County.

ENVIRONMENTAL REVIEW:

The Project is located within the DDSP, which was the subject of an Environmental Impact Report (EIR), State Clearinghouse number 20100022005. The DDSP Final EIR was certified by City Council Resolution No. 08-11 dated February 1, 2011 and updated with addendums adopted by the City in Resolution No. 50-14, Resolution No. 126-19 and Resolution No. 79-20 ("Specific Plan EIR"). Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15168, the Amendments to the First Amended and Restated Community Benefit Program Agreement and Affordable Housing Assistance Agreement are within the scope of the Project analyzed in the Specific Plan EIR and no further CEQA review or document is required. These Amendments do not impede, impair or otherwise seek to truncate or limit the City's discretion in considering any future Project Approvals for conducting any future CEQA review as required by applicable law.

STRATEGIC PLAN INITIATIVE:

Priority 4: Housing Affordability

Objective C: Proactively identify and facilitate opportunities to attract multi-family housing development on key sites.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

- 1) Resolution Approving an Amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement Between the City of Dublin and The Related Companies of California LLC for the Amador Station Affordable Housing Project
- 2) Exhibit A to the Resolution – Amendment to the First Amended and Restated Community Benefit Program Agreement Between the City of Dublin and The Related Companies of California LLC
- 3) Exhibit B to the Resolution – Amendment to the Amended and Restated Affordable Housing Agreement Between the City of Dublin and The Related Companies of California LLC
- 4) The First Amended and Restated Community Benefit Program Agreement Between the City of Dublin and The Related Companies of California LLC
- 5) Amended and Restated Affordable Housing Assistance Agreement Between the City of Dublin and The Related Companies of California LLC

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING AN AMENDMENT TO THE FIRST AMENDED AND RESTATED COMMUNITY
BENEFIT PROGRAM AGREEMENT AND THE AMENDED AND RESTATED AFFORDABLE
HOUSING ASSISTANCE AGREEMENT BETWEEN THE CITY OF DUBLIN AND THE RELATED
COMPANIES OF CALIFORNIA LLC FOR THE AMADOR STATION AFFORDABLE HOUSING
PROJECT**

WHEREAS, BRIDGE Dublin LLC proposed to develop certain vacant property on Golden Gate Drive (APNs 941-2842-002-00 & 941-2842-004-00) (“the Property”), which is within the Transit Oriented District of the Downtown Dublin Specific Plan Area, and as part of its proposal desired to develop 300 units of affordable housing on an approximately 3.6-acre site (“the Project”); and

WHEREAS, on September 21, 2021 the City Council adopted Resolution No. 115-21 approving a Community Benefit Program Agreement and Affordable Housing Assistance Agreement with BRIDGE Dublin LLC; and

WHEREAS, BRIDGE Dublin LLC has subsequently assigned its rights with respect to the Property to Related Companies of California LLC (“Developer”), and on February 21, 2023 the City Council adopted Resolution No. 17-23 approving a First Amended and Restated Community Benefit Program Agreement and Restated Affordable Housing Assistance Agreement between the City of Dublin and the Developer; and

WHEREAS, despite diligent efforts the Developer has so far been unable to secure sufficient funding for the development of the Project; and

WHEREAS, the Developer is requesting an extension to the Residential Allocation Terms, as set forth in Section 4.5 of the Community Benefit Agreement, Predevelopment Loan Term in Subsection 5(a)(iii) and County A-1 Bond Assistance in Subsection 6(c) of the Affordable Housing Assistance Agreement. Despite diligent efforts, Developer has been unsuccessful in securing sufficient funding to begin construction on Phase A (consisting of Subphases A-1 and A-2 and now referred to as Phase 1 and Phase 2). Developer has submitted for building permits and received extensions for the Term and Residential Allocations for Phase 1 and Phase 2; however, those extensions are nearing expiration. Developer is also requesting corresponding extensions for Phase B (consisting of Subphases B-1 and B-2, now referred to as Phase 3 and Phase 4). Developer has not yet secured building permits or received extensions for the Term and Residential Allocations for Phases 3 and 4, and has not pursued building permits for those phases because it is focused on securing funding for and constructing Phases 1 and 2 before beginning work on Phases 3 and 4; and

WHEREAS, the Parties desire to extend the term of the residential allocation as necessary to allow the Developer sufficient time to obtain funding and construct the Project on the Property.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council hereby approves the Amendment to the First Amended and Restated Community Benefit Program Agreement and the Amended and Restated Affordable Housing Assistance Agreement between the City of Dublin and The Related Companies of California LLC, attached as **Exhibit A** and **Exhibit B** to this Resolution (the “Amendments”).

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

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**AMENDMENT TO
FIRST AMENDED AND RESTATED CITY OF DUBLIN COMMUNITY BENEFIT
PROGRAM AGREEMENT WITH THE RELATED COMPANIES OF CALIFORNIA, LLC,
Golden Gate Drive
(APNs 941-2842-002-00 & 941-2842-004-00)**

This Amendment to the First Amended and Restated Community Benefit Program Agreement ("Amendment") is entered into on July 21, 2026 (the "Effective Date"), by and between the City of Dublin, a municipal corporation ("City"), and The Related Companies of California, LLC, a California limited liability company ("Developer"). City and Developer are, from time-to-time, individually referred to in this Agreement as a "Party," and are collectively referred to as "Parties."

RECITALS

- A. Developer's predecessor, BRIDGE Dublin LLC, proposed to develop certain vacant property on Golden Gate Drive (APNs 941-2842-002-00 & 941-2842-004-00) within the Specific Plan Area ("the Property"), which is within the Transit Oriented District of the Specific Plan Area, and as part of its proposal desires to develop 300 units of affordable housing on an approximately 3.6-acre site ("the Project").
- B. BRIDGE Dublin LLC and the City entered into a Community Benefit Program Agreement dated as of September 21, 2021 (the "Original Agreement") which sets forth certain community benefits to be provided by BRIDGE Dublin LLC in connection with the development of the Property.
- C. BRIDGE Dublin LLC subsequently assigned its rights with respect to the Property to Developer. The City and Developer entered into a First Amended and Restated Community Benefit Program Agreement on February 21, 2023 (as amended and restated, the "Agreement").
- D. Developer has diligently pursued financing for the Project, including applications for available public funding sources, and requires additional time to complete the financing and commence construction.
- E. Developer is requesting an extension of the Residential Allocation Terms set forth in Section 4.5 of the Agreement for each phase of the Project. Phase 1 and Phase 2 are currently subject to previously approved extensions that are nearing expiration. Developer also seeks corresponding Residential Allocation Terms for Phase 3 and Phase 4 to reflect the revised phasing and anticipated development schedule for the Project.

- F. The Parties desire to extend the term of the residential allocation as necessary to allow the Developer sufficient time to obtain funding and construct the Project on the Property.

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

AGREEMENT

1. Amendment to Residential Allocation Term and Extensions. Subsection 4.5 of the Agreement is hereby amended to read as follows:

4.5 Residential Allocation Terms and Extensions. The terms of the Residential Allocations pursuant to this Section 4 ("Residential Allocation Term") shall expire on the following dates:

4.5.1 Phase 1 Residential Allocation Term: December 31, 2028. If Developer is unable to utilize Measure A-1 financing, Developer may submit an updated financing plan that does not include Measure A-1 funds. Provided the City Manager reasonably determines that the revised financing plan demonstrates a viable path to financing and development of Phase 1, the Residential Allocation Term shall remain in effect through December 31, 2028 (and thereafter remain eligible for extensions pursuant to Section 4.5).

4.5.2 Phase 2 Residential Allocation Term: August 21, 2029.

4.5.3 Phase 3 Residential Allocation Term: August 21, 2030.

4.5.4 Phase 4 Residential Allocation Term: August 21, 2031.

Notwithstanding the foregoing, upon the written request of Developer to City for an extension of one or more of the Residential Allocation Terms for a period of one or more years, City Manager shall not unreasonably disapprove such request if the City Manager finds, in his or her reasonable discretion, all of the following: (i) Developer has diligently applied for funding reasonably available for the applicable Phase in accordance with a financing plan reasonably acceptable to the City Manager, and (ii) Developer has obtained City approval of, or has submitted a complete application for, building permits for the applicable Phase (as shown on the revised Exhibit A) (the "Extended Residential Allocation Date").

2. Renaming of Project Phases.

a. All references in the Agreement to Phase A-1 shall be revised to

Phase 1.

- Phase 2. b. All references in the Agreement to Phase A-2 shall be revised to
- Phase 3. c. All references in the Agreement to Phase B-1 shall be revised to
- Phase 4. d. All references in the Agreement to Phase B-2 shall be revised to
- e. All references in the Agreement to Phase A shall be revised to Phases
 1 and 2.
- f. All references in the Agreement to Phase B shall be revised to Phases
 3 and 4.

3. No Other Amendments. Except as amended by this Amendment, the Agreement shall continue unmodified and in full force and effect. All terms not separately defined herein shall have the meanings as defined in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date set forth above.

CITY:

City of Dublin,
a municipal corporation

Colleen Tribby, City Manager

Attest:

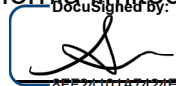
Marsha Moore, City Clerk

Approved as to form

John D. Bakker, City Attorney

DEVELOPER:

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

By: 

Name: Ann Silverberg
Title: Vice President

**AMENDMENT TO AMENDED AND RESTATED
AFFORDABLE HOUSING ASSISTANCE AGREEMENT
Amador Station Housing Project**

This Amendment to the Amended and Restated Affordable Housing Assistance Agreement ("Amendment") is entered into as of July 21, 2026 (the "Effective Date"), by and between the City of Dublin, a municipal corporation ("City"), and The Related Companies of California, LLC, a California limited liability company ("Developer") (collectively, the "Parties").

RECITALS

A. Developer and City have entered into an Amended and Restated Affordable Housing Assistance Agreement ("Agreement") dated February 21, 2023, with respect to the Developer's Amador Station four-phase housing development project (the "Projects").

B. Developer and City desire to make certain changes to the Agreement to conform with changes which are concurrently being made to the Amended and Restated Community Benefit Agreement between the Parties with respect to the Projects.

NOW, THEREFORE, City and Developer agree as follows:

1. Amendment to Predevelopment Loan Term. Subsection 5(a)(iii) of the Agreement is hereby amended to read as follows:

iii. The term of the Predevelopment Loan will be equal to the later of (i) the Phase 2 Residential Allocation Term pursuant to Section 4.1 of the First Amended and Restated Community Benefit Program Agreement, or (ii) the Extended Residential Allocation Date for Phase 2 pursuant to Section 4.5 of the First Amended and Restated Community Benefit Program Agreement, as amended by the Amendment to the First Amended and Restated Community Benefit Program Agreement dated July 21, 2026, if applicable. To the extent the term stated herein conflicts with any of the Predevelopment Loan documents, the term as set forth herein shall prevail.

2. Amendment to Residential Allocation Term and Extensions. Subsection 6(c) of the Agreement is hereby amended to read as follows:

c. In the event that (a) Developer does not or is otherwise unable to commence construction on the Phase 1 Project prior to the end of the Phase 1 Residential Allocation Term or the Extended Residential Allocation Date for

Phase 1, if applicable, as those dates are established pursuant to the Community Benefit Agreement as amended by the Amendment to the First Amended and Restated Community Benefit Program Agreement dated July 21, 2026, or (b) Developer does not or is otherwise unable to close the County A1 Bond Program loan for the Phase 1 Project prior to the deadline for closing such loan, as established by the County of Alameda including any extensions to the deadline by the County of Alameda, the City may reallocate the \$2,900,000 share of the County A1 Bond Program funds to a different affordable housing project selected by the City in its sole discretion.

3. Renaming of Project Phases.

- a. All references in the Agreement to Phase A-1 shall be revised to Phase 1.
- b. All references in the Agreement to Phase A-2 shall be revised to Phase 2.
- c. All references in the Agreement to Phase B-1 shall be revised to Phase 3.
- d. All references in the Agreement to Phase B-2 shall be revised to Phase 4.
- e. All references in the Agreement to Phase A shall be revised to Phases 1 and 2.
- f. All references in the Agreement to Phase B shall be revised to Phases 3 and 4.

4. No Other Amendments. Except as amended by this Amendment, the Agreement shall continue unmodified and in full force and effect. All terms not separately defined herein shall have the meanings as defined in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date set forth above.

CITY:

City of Dublin,
a municipal corporation

Colleen Tribby, City Manager

Attest:

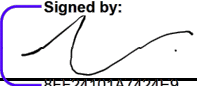
Marsha Moore, City Clerk

Approved as to form:

John D. Bakker, City Attorney

DEVELOPER:

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

Signed by: 
By: _____
Name: Ann Silverberg
Title: Vice President

**FIRST AMENDED AND RESTATED
CITY OF DUBLIN COMMUNITY BENEFIT PROGRAM AGREEMENT
THE RELATED COMPANIES OF CALIFORNIA, LLC, Golden Gate Drive
(APNs 941-2842-002-00 & 941-2842-004-00)**

This First Amended and Restated Community Benefit Program Agreement (as amended and restated, the “Agreement”) is entered into on February 21, 2023 (the “Effective Date”), by and between the City of Dublin, a municipal corporation (“City”), and The Related Companies of California, LLC, a California limited liability company (“Developer”). City and Developer are, from time-to-time, individually referred to in this Agreement as a “Party,” and are collectively referred to as “Parties.”

RECITALS

- A. On February 1, 2011, the City adopted Resolution No. 9-11 establishing a “Downtown Dublin Specific Plan” (the “Specific Plan”), which sets forth a comprehensive set of guiding principles, standards, and design guidelines for the implementation of future development in Downtown Dublin (“the Specific Plan Area”).
- B. The Specific Plan regulates the density of development allowed in the Specific Plan Area by establishing a “Base Floor Area Ratio (FAR)” for development in each of the three districts within the Specific Plan Area.
- C. The Specific Plan also establishes a pool of additional development potential, in the form of 1,320,220 square feet of non-residential development, 150 hotel rooms and 2,500 residential dwelling units (collectively “the Excess Capacity”) apportioned among the three districts in the Specific Plan Area. The pool can be used by developers that wish to develop a project that exceeds the Base FAR up to a defined “Maximum FAR” and by developers that wish to develop residential dwelling units. Developers wishing to utilize said Excess Capacity must participate in the Community Benefit Program and enter into a Community Benefit Program Agreement with the City.
- D. Developer’s predecessor, BRIDGE Dublin LLC, proposed to develop certain vacant property on Golden Gate Drive (APNs 941-2842-002-00 & 941-2842-004-00) within the Specific Plan Area (“the Property”), which is within the Transit Oriented District of the Specific Plan Area, and as part of its proposal desires to develop 300 units of affordable housing on an approximately 3.6-acre site (“the Project”). In exchange for requesting residential units from the Downtown Dublin Specific Plan Development Pool to enable development of the Project, BRIDGE Dublin LLC proposed to provide a 300-unit affordable housing project built in two phases (with two subphases per phase), with certain units to be furnished, a ground floor café or similar use within the Project, plaza enhancements to the West Dublin/Pleasanton BART connection, and “affordable unit credits” as further set forth below (“the Community Benefit”).
- E. A Site Development Permit for the Property was approved by the Planning Commission on August 10, 2021. In addition, BRIDGE Dublin LLC and the City entered into a Community Benefit Program

Agreement dated as of September 21, 2021 (the “Original Agreement”) which sets forth certain community benefits to be provided by BRIDGE Dublin LLC in connection with the development of the Property. This approval together with any approvals or permits now or hereafter issued with respect to the Project are referred to as the “Project Approvals.”

- F. BRIDGE Dublin LLC has subsequently assigned its rights with respect to the Property to Developer. The City and Developer have reached agreement with respect to the Community Benefit and desire to amend and restate the Community Benefit Program Agreement to clearly set forth the Community Benefit to be provided by the Developer, and the scope and nature of excess development capacity to be granted to Developer in exchange for said Community Development.
- G. The Project is located within the Downtown Specific Plan area, which was the subject of an Environmental Impact Report (EIR), State Clearinghouse number 20100022005. The Downtown Dublin Specific Plan Final EIR was certified by City Council Resolution No. 08-11 dated February 1, 2011 and updated with addendums adopted by the City in Resolution No. 50-14, Resolution No. 126-19 and Resolution No. 79-20, and an Initial Study/Negative Declaration adopted by Resolution No. 133-22 (“Specific Plan EIR”). Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15168, the Community Benefit Program Agreement is within the scope of the Project analyzed in the Specific Plan EIR and no further CEQA review or document is required. This Community Program Benefit Agreement does not impede, impair or otherwise seek to truncate or limit the City discretion in considering any future Project Approvals for conducting any future CEQA review as required by applicable law.

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

AGREEMENT

1. Relationship of City and Developer.

It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

2. Effective Date and Term.

2.1 Effective Date. The effective date of this Agreement (“Effective Date”) shall be the date set forth in the first paragraph hereof, which is the date upon which City Council has approved this First Amended and Restated Community Benefit Program Agreement .

2.2 Term. The term of this Agreement shall commence on the Effective Date and shall extend until the earlier of the following: 1) the Developer satisfied all of the obligations

set forth in Section 3 of this Agreement, 2) any of the Project Approvals expires, or 3) the end of the Residential Allocation Terms for all of the Subphases pursuant to Sections 4.1 and 4.3 hereof, or the end of the Extended Residential Allocation Dates for all of the Subphases as provided in Section 4.5, if applicable, This term and any extensions granted shall apply to the Site Development Review permit.

3. Community Benefit to Be Provided by Developer. The following constitute the Community Benefit to be provided by the Developer in exchange for Residential Allocations granted pursuant to Section 4.

- 3.1 Affordable Housing Project and Provision of Affordable Units. Developer shall provide the following Community Benefit to the City: the development of an affordable housing project ("Project") consisting of 300 units of affordable housing to be built in two phases (Phase A and B) with two subphases within each of Phase A and B (i.e. Subphases A1, A2, B1 and B2) as shown in Exhibit A. City recognizes that Developer's proposed Project qualifies as a "Community Benefit" under the Specific Plan, as it will assist the City with the provision of affordable housing, the benefits of which are set forth in greater detail in the Dublin General Plan's Housing Element.

- 3.1.1 Phase A. Phase A shall include approximately 164 units, where Subphase A1 contains approximately 80-90 units and Subphase A2 contains approximately 76-86 units, that shall be 100% affordable to extremely low (e.g. up to 30% AMI) and low income (e.g. up to 80% AMI) households earning an average of no greater than 60% area median income (AMI), excluding up to four property manager units, as further set forth in the Amended and Restated Affordable Housing Assistance Agreement executed herewith.

- 3.1.2 Phase B. Phase B shall include a number of units equal to 300 less the number of units to be developed in Phase A (i.e., approximately 136 units), where Subphase B1 contains approximately 52-62 units and Subphase B2 contains approximately 74-84 units, that shall be 100% affordable and may include moderate-income households, excluding two property manager's units, as further set forth in the Affordable Housing Assistance Agreement executed herewith. To ensure Phase B of the Project qualifies as a "Community Benefit" under the Specific Plan for use of Excess Capacity, Developer shall obtain the City Manager's written approval of a final Phase B affordability level plan.

- 3.2 Certain Units to Be Furnished. Developer shall make a good faith and reasonable effort to obtain Project Based Vouchers for permanently supportive housing from the Alameda County Housing Authority for this project. Upon occupancy of each Subphase, Developer shall fully furnish, at its sole cost and expense, any units that have been set aside for homeless persons, at-risk of becoming homeless persons, and persons with special needs with necessary and appropriate appliances, furniture, and basic kitchenware/dishes. City

recognizes that Developer's aforementioned furnishing is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan and Specific Plan objectives.

- 3.3 Community Benefit for Commercial Space within Project. Prior to occupancy of Subphase B2, Developer shall construct a warm shell of at least 2,200 square feet of a ground floor café or similar use in the Project. City recognizes that this is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan and Specific Plan objectives.
- 3.4 Community Benefit for Dog Relief area within Project. Prior to occupancy of Subphase A2, Developer shall construct, and continuously maintain a dog relief area on the Project site for project residents. The size of the dog relief area shall be at least 200 s.f.
- 3.5 Community Benefit for Plaza Enhancements for the West Dublin/Pleasanton BART Connection. Prior to occupancy of Subphase A2, Developer shall provide Plaza enhancements acceptable to BART and the City Manager or their designee, to improve pedestrian access to the connection of the West Dublin/Pleasanton BART station. Developer shall obtain, in writing, the aforementioned acceptance of the proposed Plaza enhancements, which may include enhanced paving materials, landscape plantings, including trees, shrubs, and vines, enhanced lighting, and seating areas. City recognizes that Developer's aforementioned provision of enhancements is a qualifying "Community Benefit" under the Specific Plan, as it will assist the City with its General Plan, Specific Plan and Bicycle and Pedestrian Master Plan.
- 3.6 Treatment of Affordable Unit Credits Created by Phase A of the Project. The Parties agree that any "affordable unit credits" created by virtue of the construction of affordable housing for Phase A of the Project shall accrue to the City. In furtherance of this Agreement, Developer shall take reasonable efforts to create the "affordable unit credits" pursuant to Section 8.68.060 of the Dublin Municipal Code and any such credits shall be deemed immediately transferred to City once they have been created.
- 3.7 Treatment of Affordable Unit Credits Created by Phase B of the Project. The Parties agree that any "affordable unit credits" created by virtue of the construction of affordable housing for Phase B of the Project shall be shared with the Developer to assist with the financing thereof, if needed. Any "affordable unit credits" from Phase B shared with the Developer shall be limited to the applicable category from which they are created within Phase B, meaning each credit shall be for a unit of the same level of affordability as was created in Phase B. Any "affordable unit credits" not needed to assist with the financing of Phase B of the Project shall immediately accrue to the City. Lastly, any "affordable housing credits" from Phase B that the Developer receives shall not be used within the Downtown Dublin Specific Plan area until the City has exhausted its own "affordable

housing credits.” In furtherance of this Agreement, Developer shall take reasonable efforts to create the “affordable unit credits” pursuant to Section 8.68.060 of the Dublin Municipal Code.

4. Residential Allocations; Reservation of Excess Development Capacity.

4.1 Phase A Residential Allocations. As of the Effective Date, City shall grant 164 Residential Allocations out of the Residential Allocation Pool established by the Specific Plan for the development of Phase A of the Project. The term “Residential Allocation” as used in the Agreement means an allocation of the right to construct residential units from the Residential Allocation Pool established by the Specific Plan. Once granted, the Residential Allocations for Phase A1 shall extend until the end of the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Residential Allocations for Subphase A2 shall extend until the end of the Subphase A2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A2, if applicable.. The number of Residential Allocations granted hereunder shall be adjusted to the actual number of Phase A residential units approved by the City during the Subphase A1 Residential Allocation Term and Subphase A2 Residential Allocation Term, or the Extended Residential Allocation Dates for Subphases A1 and A2, if applicable.

4.2 Phase A Reservation of Excess Capacity. During the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Subphase A2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A2, if applicable., and so long as the respective Project Approvals remain in effect, City shall reserve 164 units from the Downtown Dublin Specific Plan Development Pool for Developer’s use in Phase A. In accordance with the Project’s Measure A-1 Bond Funding requirements, Developer must start construction on Subphase A1 of the Project prior to the expiration of the Subphase A1 Residential Allocation Term or before the Extended Residential Allocation Date for Subphase A1, if applicable. If Developer fails to comply with this obligation, or any of its obligations under this Agreement, the Excess Capacity reserved for Developer’s use in Phase A, or any portion thereof, shall revert to the pool maintained by the City and will be available to other developers on a “first come, first served” basis. The number of units reserved hereunder from the Downtown Dublin Specific Plan Development Pool shall be adjusted to the actual number of Phase A residential units approved by the City during the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, and the Subphase A2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A2, if applicable.

4.3 Phase B Residential Allocations. As of the date of the City Manager’s written approval of the Phase B affordability level plan as set forth in Section 3.1.2, City shall grant a number

of units equal to 300 less the number of units developed in Phase A (i.e., approximately 136) Residential Allocations out of the Residential Allocation Pool established by the Specific Plan for the development of Phase B of the Project. Once granted, the Residential Allocations for Phase B shall extend for the Subphase B1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B1, if applicable, and the Residential Allocations for Subphase B2 shall extend until the end of the Subphase B2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B2, if applicable.. The number of Residential Allocations granted hereunder shall be adjusted to the actual number of Phase B residential units approved by the City during the Phase B Residential Allocation Term.

4.4 Phase B Reservation of Excess Capacity. During the Subphase B1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B1, if applicable, and the Subphase B2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B2, if applicable, and so long as the respective Project Approvals remain in effect, City shall reserve a number of units from the Downtown Dublin Specific Plan Development Pool, in an amount equal to the number of Phase B Residential Allocations granted pursuant to Section 4.3, for Developer's use in Phase B. If Developer fails to comply with its obligations under this Agreement, the Excess Capacity reserved for Developer's use in Phase B shall revert to the pool maintained by the City and will be available to other developers on a "first come, first served" basis. The number of units from the Downtown Dublin Specific Plan Development Pool granted hereunder shall be adjusted to the actual number of Phase B residential units approved by the City during the Subphase B1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B1, if applicable, and the Subphase B2 Residential Allocation Term or the Extended Residential Allocation Date for Subphase B2, if applicable.

4.5 Residential Allocation Terms and Extensions. The terms of the Residential Allocations pursuant to this Section 4 ("Residential Allocation Term") shall expire on the following dates:

4.5.1 Subphase A-1 Residential Allocation Term: The earlier to occur of (i) the deadline for commencement of construction pursuant to the Measure A-1 Bond program, as it may be extended by action of the County of Alameda, or (ii) December 31, 2024.

4.5.2 Subphase A-2 Residential Allocation Term: 30 months from the Effective Date.

4.5.3 Subphase B-1 Residential Allocation Term: 42 months from the Effective Date.

4.5.4 Subphase B-2 Residential Allocation Term: 54 months from the Effective Date.

Notwithstanding the foregoing, upon the request of Developer for an extension of one or more of the Residential Allocation Terms for a period of one or more years, City Manager

shall not unreasonably disapprove such request if the City Manager finds, in his or her reasonable discretion, all of the following: (i) Developer has diligently applied for funding reasonably available for the applicable Subphase in accordance with a financing plan reasonably acceptable to the City Manager, and (ii) Developer has obtained City approval of, or has submitted a complete application for, building permits for the applicable Subphase (the "Extended Residential Allocation Date").

- 4.6 Limitation on City's Obligation. This Agreement shall not be construed to require the City to issue any Project Approvals to the Developer. City is solely required to reserve the Excess Capacity identified in Section 4 of this Agreement. Other than this obligation, nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project. All of City's applicable ordinances, resolutions, rules, regulations and official policies shall apply to the Project including, but not limited to, those governing the permitted uses of the Property, design and construction of the Project, density and intensity of use of the Project, and the maximum height, bulk and size of proposed buildings within the Project.

5. Amendment or Cancellation.

This Agreement may be amended in writing from time to time by mutual consent of the Parties. If the Developer has not started construction on a Subphase of the Project prior to the expiration of the Residential Allocation Term for the applicable Subphase, or the Extended Residential Allocation Date for the Subphase, if applicable, either party may terminate this Agreement, by written notice to the other party; provided that this Agreement shall remain in full force and effect with respect to any Subphase for which construction has previously commenced.

6. Severability.

The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal, unless a Party's consideration materially fails as a result.

7. Attorneys' Fees and Costs.

If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

8. Assignment.

Developer may wish to sell, transfer or assign all or portions of the Property to other developers (each such other developer is referred to as a "Transferee"). In connection with any such sale, transfer or assignment to a Transferee, Developer may sell, transfer or assign to such Transferee its rights and obligations under this Agreement, so long as said transfer would not result in development of the Property in excess of the FAR permitted by the Project Approvals. No such transfer, sale or assignment of Developer's rights, interests and obligations hereunder shall occur without prior written approval by the City Manager. The City Manager shall consider and decide on any transfer, sale or assignment within ten (10) days after Developer's notice, provided all necessary documents, certifications and other information are provided to the City Manager to enable the City Manager to determine whether the obligations incurred by Developer pursuant to this Agreement will be fully satisfied. Notwithstanding anything to the contrary contained herein, Developer shall have the right to sell, transfer or assign portions of the Property in connection with the development of any Subphase and partially assign its interest in this Agreement with respect to such Phase or Subphase to a limited partnership or limited liability company in which an affiliate of The Related Companies of California, LLC acts as a general partner or managing member without the consent of the City.

9. Notices.

All notices required to be given to City under this Agreement shall be in writing and shall be addressed as follows:

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

All notices required to be given to Developer under this Agreement shall be in writing and shall be addressed as follows:

The Related Companies of California, LLC
Attn: Ann Silverberg, Vice President
44 Montgomery Street, Suite 1310
San Francisco, California 94104

10. Agreement is Entire Understanding.

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement supersedes the Original Agreement, which shall be of no further force or effect upon the Effective Date of this Agreement.

11. Legal Authority.

Each individual executing this Agreement hereby represents and warrants that he or she has full power and authority under the entity's governing documents to execute and deliver this Agreement in the name of and on behalf of the company and to cause the entity to perform its obligations under this Agreement.

12. No Third-Party Beneficiaries.

This Agreement is made and entered into for the sole benefit of the Parties and their successors and assigns. No other persons shall have any right of action based upon any provision of this Agreement.

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

CITY:

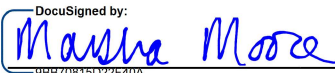
City of Dublin,
a municipal corporation

By:

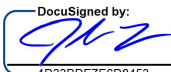
DocuSigned by:

E33838CFFC044E0...
Linda Smith, City Manager

Attest:

DocuSigned by:

9BB70815D22F40A...
Marsha Moore, City Clerk

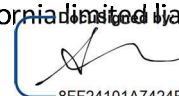
Approved as to form

DocuSigned by:

4D33BDE7E8D8463...
John D. Bakker, City Attorney

DEVELOPER:

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

By:


8EF24101A7424E9...
Name: Ann Silverberg
Title: Vice President

**AMENDED AND RESTATED
AFFORDABLE HOUSING ASSISTANCE AGREEMENT
Amador Station Housing Project**

This Amended and Restated Affordable Housing Assistance Agreement (“Agreement”) is made and entered as of February 21, 2023, by and between the City of Dublin (“City”) and The Related Companies of California, LLC, a California limited liability company (“Developer”).

RECITALS

A. Developer proposes to develop approximately 3.59 acres of vacant property located on the west side of Golden Gate Drive, north of Interstate 580, in the City of Dublin, designated as APN Nos. 941-2842-002-00 and 941-2842-004-00 (the “Property”). The Property is or will be divided into two portions designated as the “Phase A Site” and the “Phase B Site.”

B. Developer intends to develop the Property in four phases, with approximately 164 apartment units to be constructed on the Phase A Site in the aggregate across two subphases, and approximately 136 apartment units to be constructed on the Phase B Site in the aggregate across two subphases.

C. City and BRIDGE Dublin LLC, a California limited liability company (“Original Developer”), have entered into a “Community Benefit Agreement” with respect to the Community Benefits to be provided by Original Developer in connection with the Property. Pursuant to the Community Benefit Agreement, City and Original Developer have entered into an Affordable Housing Assistance Agreement dated as of September 21, 2021 with respect to the affordable housing obligations of each party for the Property (“Original Agreement”).

D. Original Developer has assigned its rights with respect to the Property and the Projects to Developer. City and Developer have entered into a First Amended and Restated Community Benefit Program Agreement, dated concurrently with this Agreement, which amends and restates the parties’ obligations pursuant to the Community Benefit Agreement.

E. By this Agreement, City and Developer intend to amend and restate the Original Agreement, which shall be superseded by this Agreement and shall be of no further force or effect hereafter.

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

1. Acquisition of Leasehold Interests. Developer will negotiate in good faith towards a Purchase and Sale Agreement and Joint Escrow Instructions for the assignment to Developer of long-term leasehold rights to the Property, consisting of the lessee’s rights under the Ground Lease between the San Francisco Bay Area Rapid Transit District (“BART”) as lessor and CREA/Windstar Dublin 2.43 Acres, LLC, as lessee, dated March 10, 2006, as

amended, and the Ground Lease between BART as lessor and CREA/Windstar Dublin 1.16 Acres, LLC, as lessee, dated March 10, 2006, as amended (“Ground Lease Acquisition”).

2. Project Phasing. Developer will construct on the Property two affordable rental housing developments consisting of a total of not less than 300 apartment units and all required on-site improvements necessary to serve the developments (the “Projects”). The two Projects will be constructed in four subphases (the “Subphases”), as depicted on Exhibit “A” hereto. The Projects will contain the following number of apartment units in each Phase:

a. Phase A: Approximately 164 apartment units in two Subphases, Subphase A1 and Subphase A2. Subphase A1 is expected to contain 80-90 apartment units, and Subphase A2 is expected to contain 76-86 apartment units.

b. Phase B: Approximately 136 apartment units in two Subphases, Subphase B1 and Subphase B2. Subphase B1 is expected to contain 52-62 apartment units, and Subphase B2 is expected to contain 74-84 apartment units.

3. Design and Land Use Entitlements.

a. Developer has obtained the following City land use approvals and entitlements for the Projects: Site Development Permit, approved by the City Planning Commission on August 10, 2021.

b. Developer will be responsible for applying for and obtaining the following design, land use entitlement and permits for the Projects: Lot Line Adjustment, Building Permit, and Site Work Permit.

4. Construction and Permanent Financing. Developer will be responsible for obtaining all financing and equity investment funds required for the construction and permanent financing of each of the Projects.

a. Each of the Projects and Subphases will be separately financed and constructed. The developer of each of the Projects and Subphases will be a limited partnership (“Project Owner”) which will include The Related Companies of California, LLC (“Related”), or an affiliate thereof, as a general partner of the Project Owner.

b. Developer intends to fund the Subphase A1 and Subphase A2 Projects with 4% Low Income Housing Tax Credits, multifamily housing bond financing, Affordable Housing and Sustainable Communities (AHSC) funding, City loans from City’s Affordable Housing Fund and Local Housing Trust Fund (“LHTF”), a County Loan, and other sources to be determined.

c. Expected funding sources for the Phase B Project are currently unknown.

5. City Loans. City will make two construction/permanent loans to Developer for the Subphase A1 and Subphase A2 Projects in the total amount of \$10,400,000 (“City Loans”).

One City Loan for each Subphase will be made from City's Affordable Housing Funds, in the combined total amount of \$7,100,000 ("City AHF Loans"), and the other City Loan for each Subphase will be made from the LHTF grant to be obtained by City from the California Department of Housing and Community Development ("HCD"), in the combined total amount of \$3,300,000 ("City LHTF Loans"). City and Developer will enter into a mutually acceptable Affordable Housing Loan Agreement which sets forth the terms and conditions of the City Loans, and attaches the form of the Promissory Notes, Deeds of Trust and Regulatory Agreements for the Predevelopment Loan and each Subphase. The Developer may request a specific allocation of the City Loans between Subphases A1 and A2, subject to reasonable approval of the City.

a. Predevelopment Loan

i. Up to the total amount of \$4,300,000 of the City Loans will be disbursed to Developer as predevelopment financing to be used solely for ground lease rent prepayment and other required costs of the Ground Lease Acquisition (the "Predevelopment Loan"). Funding of the Predevelopment Loan is contingent upon City's reasonable approval of the Ground Lease Acquisition terms and documentation.

ii. The Predevelopment Loan will accrue interest at 3% per annum.

iii. The term of the Predevelopment Loan will be equal to the later of (i) the Subphase A2 Residential Allocation Term pursuant to Section 4.1 of the First Amended and Restated Community Benefit Program Agreement, or (ii) the Extended Residential Allocation Date for Subphase A2 pursuant to Section 4.5 of the First Amended and Restated Community Benefit Program Agreement, if applicable. .

iv. The Predevelopment Loan will be rolled into construction to permanent loans for one or more of Subphases A1 and A2 (the "City Loans"). Currently it is anticipated the Predevelopment Loan will be allocated to the City Loans on a pro rata basis based on the number of apartment units in each Subphase which will assume a portion of the Predevelopment Loan (i.e., if there are 80 units in Subphase A1 and 86 units in Subphase A2, the Subphase A1 City Loans would be allocated 48% of the Predevelopment Loan and the Subphase A2 City Loans would be allocated 52% of the Predevelopment Loan); provided, however the City may agree to any alternative method of allocating the Predevelopment Loan across Subphases A1 and A2 as may be reasonably proposed by Developer.

v. The term of the Predevelopment Loan will be set forth in a Promissory Note to be made by Developer to City upon the closing of the Predevelopment Loan.

vi. The Predevelopment Loan Promissory Note will be secured by a Deed of Trust to be recorded against Developer's leasehold rights in the full Property as a first priority lien, and an assignment of Developer's rights to plans and studies for the Projects (the "Assignment").

viii. A Regulatory Agreement will be recorded against Developer's leasehold rights in the full Property. The Property-wide Regulatory Agreement will be

superseded by Subphase-specific Regulatory Agreements at the financial closing for each Subphase.

ix. The Deed of Trust and Assignment shall be subordinated to financing approved by the City (in each case, a "Senior Lien") if the Developer demonstrates to the City's reasonable satisfaction that senior financing secured by a lien on the Developer's leasehold rights in the Property is necessary during the Predevelopment Loan term to ensure the viability of the Projects, and that subordination of the Deed of Trust and Assignment is necessary to secure such financing.

x. If the construction financing and City Loans for either or both of Subphases A1 and A2 have not closed as of the expiration of the term of the Predevelopment Loan, as it may be extended, Developer will convey its remaining leasehold interests in the Property to City in lieu of repayment of the balance of the Predevelopment Loan and the Predevelopment Loan shall be deemed satisfied in full and Developer shall be deemed to be released from all obligations or liability with respect to this Agreement and the Predevelopment Loan.

b. City Loans

i. The City Loans are currently anticipated to be allocated pro rata to the Subphase A1 and Subphase A2 Projects based upon the number of apartment units in each (i.e., if there are 80 units in Subphase A1 and 86 units in Subphase A2, 48% or \$4,992,000 would be allocated to the Subphase A1 City Loans and 52% or \$5,408,000 would be allocated to the Subphase A2 City Loans). The amount of the City Loans for Subphase A1 and Subphase A2 will each include the assumption of a pro rata portion of the Predevelopment Loans. The City will determine in its discretion what portion of the City Loans will be City AHF Loans and what portion will be City LHTF Loans. The Developer may request a different allocation of the City Loans between Subphases A1 and A2, subject to reasonable approval of the City.

ii. The City Loans will accrue interest at 3% per annum.

iii. The terms of City Loans will be the earlier of (i) the fifty-seventh (57th) anniversary of the City Loan origination date for the applicable Subphase, or (ii) the fifty-fifth (55th) anniversary of the date that City issues a Certificate of Occupancy for the applicable Subphase.

iv. The City Loans will be repaid through the applicable Project Owner's payment of a mutually determined percentage of the residual receipts of the applicable completed Subphase. 50% of the applicable Subphase residual receipts will be allocated on a pro rata basis between the City Loans, the County Loan and other governmental loans to such Subphase which are to be paid through residual receipts.

v. The terms of each City Loan will be set forth in a Promissory Note to be made by the applicable Project Owner to City upon the closing of the City Loan for the applicable Subphase.

vi. Each City Loan Promissory Note will be secured by a Deed of Trust to be recorded against the applicable Project Owner's ground leasehold interest in the applicable Subphase.

vii. A Regulatory Agreement between City and the applicable Project Owner will also be recorded against the ground leasehold interest in the applicable Property for each Subphase.

viii. Each City Loan, Deed of Trust, and Regulatory Agreement will be nonrecourse, and will be subordinate to the primary construction and permanent loans for the applicable Subphase. There will be no cross-collateralization of loans between Subphases.

ix. Each City Loan will be closed at the construction loan closing for the applicable Subphase, contingent on the applicable Project Owner's receipt of building permits and all other required City approvals for the applicable Subphase, closing of all other construction financing, and other standard conditions.

6. County A1 Bond Assistance.

a. City will allocate \$2,900,000 of its share of the Alameda County ("County") A1 Bond Program funds to be loaned to the Subphase A1 Project, or if requested by Developer, and deemed acceptable by the City Manager, the Subphase A2 Project, if permitted by the timing and other applicable requirements of the County A1 Bond Program ("County Loan"). County will be responsible for making and administering the County Loan.

b. City will enter into an Intercreditor Agreement with County which sets forth the procedure for allocation of residual receipts to the Subphase A1 City Loans and County Loan, and provides for the lien priority of the Subphase A1 City Loan Deeds of Trust and County Loan deed of trust to be on parity.

c. In the event that Developer does not or is otherwise unable to commence construction on the Subphase A1 Project prior to the end of the Subphase A1 Residential Allocation Term or the Extended Residential Allocation Date for Subphase A1, if applicable, City may reallocate the \$2,900,000 share of the County A1 Bond Program funds to a different affordable housing project selected by City in its sole discretion.

d. City does not commit to allocate any of the County's A1 Bond Program funds for the Subphase B1 and Subphase B2 Projects.

7. No City Commitment of Financial Assistance for Subphase B1 and Subphase B2. City does not make any commitment of financial assistance for the Subphase B1 and Subphase B2 Projects.

8. Density Bonus. Developer has requested and obtained a density bonus for the combined Projects, for the purpose of obtaining certain benefits including a parking ratio lower than normally applicable City parking requirements as permitted under Government Code Section 65915(p). The requirement of the density bonus law to restrict the income and rents of

designated affordable units will be satisfied by the Regulatory Agreements described in paragraph 9 below.

9. Affordable Housing Requirements. Each Project Owner will restrict the affordability of the apartment units in the Projects (“Affordable Units”) as follows:

a. Subphases A1 and A2: 100% of units (except for up to four manager’s units) will be affordable at the very low income and lower income levels, with an average of 60% of Area Median Income (“AMI”).

b. Subphases B1 and B2: 100% of units (except for manager’s units) will be affordable at the very low income, lower income, and moderate income levels, with an average of 80% of AMI.

c. The Subphase A1 and Subphase A2 Projects will be required to restrict a minimum number of units at or below 30% of AMI in accordance with the requirements of Section 105 of the LHTF Guidelines as adopted by HCD. Pursuant to Section 105 of the LHTF Guidelines, 30% of the LHTF program funds and matching funds (at least \$2 million) must be used to develop units for tenants at 30% AMI or below.

d. The rent levels of the Affordable Units will be in accordance with the requirements of City’s Inclusionary Housing Ordinance, Municipal Code Chapter 8.68, state density bonus law requirements, and other affordable housing requirements of the funding sources for the Projects.

e. Each Project Owner and City will enter into and record at the financial closing, and prior to issuance of building permits for a Subphase, a Regulatory Agreement which sets forth the affordable housing obligations and other requirements for operation of the applicable Subphase and its Affordable Units.

f. The term of each Regulatory Agreement will be 55 years from the date of issuance by City of a Certificate of Occupancy for the applicable Subphase.

10. Permanent Supportive Housing Requirements.

Developer will use reasonable, good faith efforts to obtain funding sufficient to provide for 40 to 66 permanent supportive housing “PSH” units within one or more of the Subphases. The total number of PSH units, and the allocation of PSH units to specific Subphases, will be subject to the reasonable approval of the parties, and subject to the timing and availability of funding sources. Each applicable Project Owner shall fully furnish any such PSH units, at its sole cost and expense, with necessary and appropriate appliances, furniture, and basic kitchenware/dishes.

11. Amendment or Cancellation. This Agreement may be amended in writing from time to time by mutual consent of the Parties. If the Developer has not started construction on a Subphase of the Project prior to the expiration of the applicable Residential Allocation Term or before the Extended Residential Allocation Date for such Subphase, if applicable, either party

may terminate this Agreement, by written notice to the other party; provided that this Agreement shall remain in full force and effect with respect to the Subphases that have previously commenced construction.

12. Severability. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal, unless a Party's consideration materially fails as a result.

13. Attorneys' Fees and Costs. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

14. Notices. All notices required to be given to City under this Agreement shall be in writing and shall be addressed as follows:

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

All notices required to be given to Developer under this Agreement shall be in writing and shall be addressed as follows:

The Related Companies of California, LLC
Attn: Ann Silverberg, Vice President
44 Montgomery Street, Suite 1310
San Francisco, CA 94104

15. Agreement is Entire Understanding. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement amends and restates the Original Agreement, which is hereby superseded by this Agreement and shall be of no further force or effect hereafter.

16. Legal Authority. Each individual executing this Agreement hereby represents and warrants that he or she has full power and authority under the entity's governing documents to execute and deliver this Agreement in the name of and on behalf of the company and to cause the entity to perform its obligations under this Agreement.

17. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors and assigns. No other persons shall have any right of action based upon any provision of this Agreement.

18. No Performance Guaranty. This Agreement is not intended to obligate the Developer to construct a phase, until such time as the applicable phase is fully funded, the construction financing for such phase has been closed by Developer and Developer has commenced construction.

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

CITY:

City of Dublin,
a municipal corporation

DocuSigned by:

E33836CFFC094E0...
Linda Smith, City Manager

Attest:

DocuSigned by:

9BB70615D22F40A...
Marsha Moore, City Clerk

Approved as to form:

DocuSigned by:

4D33BDE7F6D8453...
John D. Bakker, City Attorney

DEVELOPER:

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

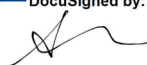
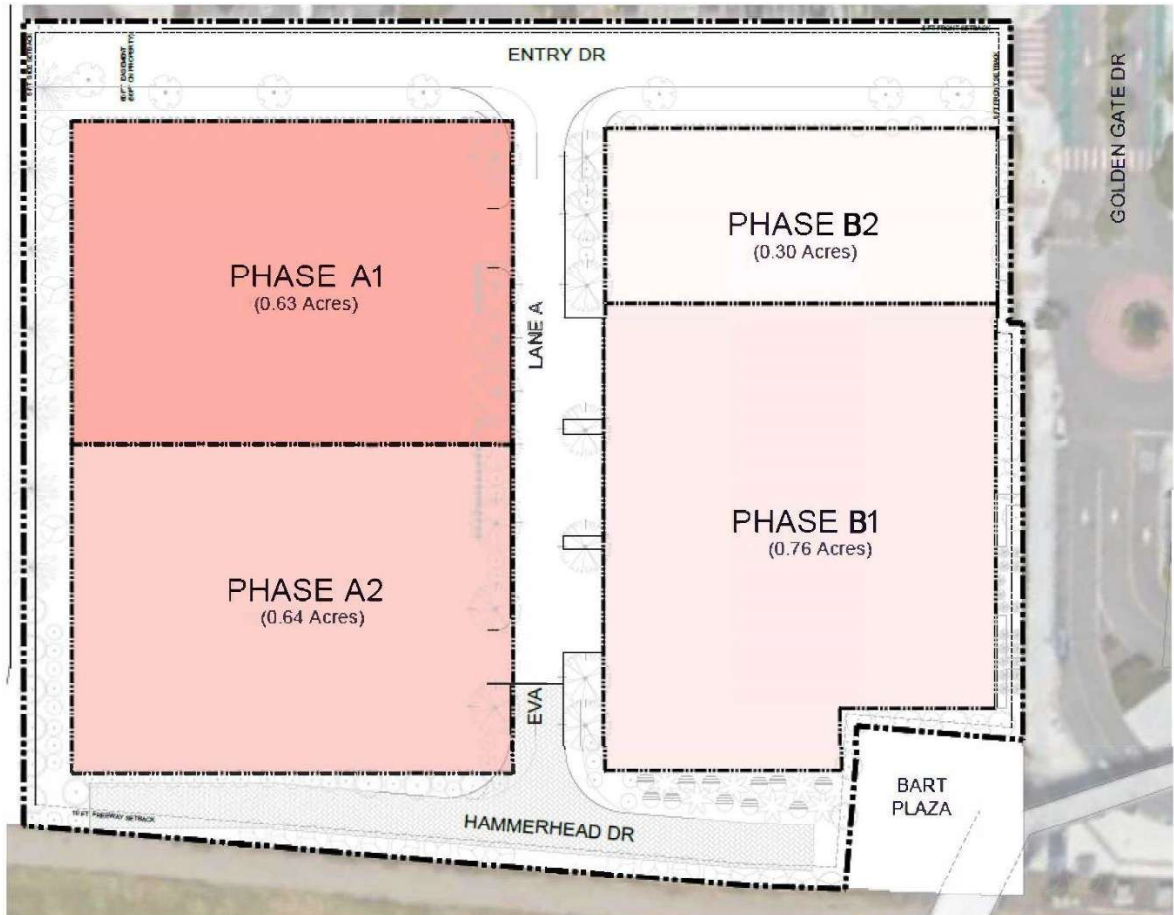
DocuSigned by:

8FF24101A7424E9...
Ann Silverberg, Vice President

EXHIBIT A
PHASING MAP
[To Be Attached]



5258453.6



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approving the Third Amendment to the Energy Savings Performance Contract With Willdan Energy Solutions for the Citywide Energy Improvements Project, CIP No. GI0121
Prepared by: Vatsal Patel, Assistant Public Works Director/City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving a third amendment to the Energy Savings Performance Contract with Willdan Energy Solutions for the Citywide Energy Improvements Project, CIP No. GI0121 to complete energy efficiency upgrades and related work at the Civic Center.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Third Amendment to the Energy Savings Performance Contract with Willdan Energy Solutions for the Citywide Energy Improvements Project, CIP No. GI0121.

FINANCIAL IMPACT:

The contract with Willdan is funded by the Citywide Energy Improvements Project, CIP No. GI0121, which has \$3,595,055 remaining of a total budget of \$25,514,270, as shown in the table below. The proposed amendment to the contract with Willdan is for \$2,796,537. Staff also recommends a construction contingency up to the remaining project budget to facilitate any contract change orders resulting from unforeseen construction issues, as well as for any additional costs for the remaining design and permitting, testing and inspections, and staff time needed to complete the work.

Funding Source

General Fund	\$2,497,420
Street Light District East Dublin 1999-1	\$860,776
Internal Service Fund – Facilities Replacement	\$1,500,000
Energy Improvements Lease Bond	\$20,656,074
Total Funding	\$25,514,270

Expenditures to Date

Construction Contract	\$21,428,950
Change Orders	\$490,265
Total Expenditures to Date	\$21,919,215

Remaining Funds**\$3,595,055****DESCRIPTION:**

Since the execution of a contract with Willdan Energy Solutions, Inc. (WES) in 2020, the City has reached a number of milestones towards completion of citywide energy efficiency improvements. The following is a summary of the activity:

- November 17, 2020 - the City Council adopted Resolution No. 115-20 approving a Design-Build Energy Savings Performance Contract with WES to proceed with an Investment Grade Audit (IGA) to develop energy efficiency and infrastructure improvement projects.
- June 1, 2021 - the City Council received the results of the IGA and directed Staff to explore funding and proceed with the list of recommended projects for implementation.
- July 20, 2021 - the City Council adopted Resolution No. 94-21 approving the first amendment to the WES contract to proceed with the second phase, project implementation, and to construct the energy reduction, core facility infrastructure, and resiliency upgrade projects. These projects (which have all been completed) included:
 - Sports fields and courts lighting at Dublin Sports Grounds, Emerald Glen Park, Fallon Sports Park, and Kolb Park
 - Solar panels at the Corp Yard, Dublin Sports Grounds, Fallon Sports Park, Fire Stations 17 and 18, and the Library
 - Heating, air conditioning and controls upgrades at Fire Stations 16, 17, and 18, Heritage Park and Museum, the Library, and the Senior Center
 - Pool control systems firmware upgrade at The Wave
 - Interior and exterior LED lighting at the Corp Yard, Dublin Sports Grounds, Emerald Glen Park, Fallon Sports Park, Fire Stations 16, 17, and 18, Kolb Park, the Library, the Senior Center, Shannon Community Center, and The Wave
 - Park lighting at Alamo Creek Park, Bray Commons Park, Dolan Park, Emerald

- Glen Park, Heritage Park and Museum, Mape Memorial Park, Shannon Park, and Ted Fairfield Park
 - Conversion of 1,626 streetlights in the Dublin Ranch Street Light District 1999-1 to Light Emitting Diode (LED)
 - Traffic signal resiliency at 11 intersections with battery back-up and 11 intersections with hydrogen fuel cell system back-up
- September 21, 2021 - the City Council adopted Resolution No. 114-21 approving the issuance of lease revenue bonds to finance the energy efficiency capital improvements.
- October 17, 2023 - the City Council adopted Resolution No. 110-23 approving the second amendment to the WES contract. The additional and completed work included:
 - Repairs of the Library roof prior to installation of solar panels and HVAC units
 - Cooling system for the electrical/IT room at the Senior Center
 - Electric vehicle (EV) charging stations and new solar photovoltaic at the main Civic Center parking lot
 - Additional LED streetlight conversions in the Dublin Ranch Street Light District 1999-1
 - Additional EV charging stations at Dublin Sports Grounds

Additional Work Needed

Staff has identified additional energy efficiency work needed at the Civic Center, including the installation of solar photovoltaics and EV charging station infrastructure within the parking lot for the Dublin Arts Center (referred to as the old Public Safety Complex in the IGA). In addition, Staff recommends increasing the scope of work to include the installation of underground conduit and pull boxes for future security cameras within the parking lot, landscaping and irrigation, lighting, a new waste enclosure compliant with Senate Bill 1383, green stormwater infrastructure, and parking lot resurfacing and re-striping. With the third amendment to the contract, Willdan can complete this work within the project budget. No additional funding is necessary.

California Environmental Quality Act Determination

Staff has reviewed the proposed action and recommends the City Council determine that the Project is exempt from the California Environmental Quality Act (CEQA, Sections 21000, et seq. of the California Public Resources Code) as follows: (i) Categorical Exemption Class I (CEQA Guidelines Section 15301) applies to the minor alteration of existing public facilities, including operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; (ii) Class 3 (CEQA Guidelines Section 15303) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure; and (iii) none of the exceptions in CEQA Guidelines Section 15300.2 are applicable.

STRATEGIC PLAN INITIATIVE:

Priority 5: City Infrastructure

Objective a: Strategically prioritize capital improvement projects to effectively leverage finite City resources.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A copy of this Staff Report was provided to Willdan Energy Solutions.

ATTACHMENTS:

- 1) Resolution Approving the Third Amendment to the Energy Savings Performance Contract with Willdan Energy Solutions for the Citywide Energy Improvements Project, CIP No. GI0121
- 2) Exhibit A to the Resolution - Third Amendment to the Energy Savings Performance Contract with Willdan Energy Solutions
- 3) Design-Build Energy Savings Performance Contract with Willdan Energy Solutions and the First and Second Amendments
- 4) Resolution No. 114-21 Approving a Lease Financing and the Issuance and Sale of Lease Revenue Bonds by the Dublin Financing Authority to Finance Energy Efficiency Capital Improvements, and Approving Related Documents and Official Actions
- 5) CIP No. GI0121
- 6) Budget Change Form

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING THE THIRD AMENDMENT TO THE ENERGY SAVINGS PERFORMANCE
CONTRACT WITH WILLDAN ENERGY SOLUTIONS FOR THE CITYWIDE ENERGY
IMPROVEMENTS PROJECT, CIP NO. GI0121**

WHEREAS, on November 17, 2020 the City Council adopted Resolution No. 115-20 approving a Design-Build Energy Savings Performance Contract with Willdan Energy Solutions to proceed with an Investment Grade Audit to develop energy efficiency and infrastructure improvement projects; and

WHEREAS, on June 1, 2021 the City Council received the results of the Investment Grade Audit, recommended projects to implement, and directed Staff to proceed with the list of recommended projects for implementation; and

WHEREAS, on July 20, 2021 the City Council adopted a Resolution No. 94-21 approving an amendment to the Design-Build Energy Savings Performance Contract to proceed with the second phase, project implementation, and construction of the energy reduction, core facility infrastructure, and resiliency upgrade projects; and

WHEREAS, on October 17, 2023 the City Council adopted Resolution No. 110-23 approving a second amendment to the Design-Build Energy Savings Performance Contract for additional work; and

WHEREAS, there is remaining work including the installation of solar PVs and electric vehicle charging station infrastructure within the parking lot of the Dublin Arts Center; and

WHEREAS, Staff is requesting additional scope be added including the installation of underground conduit and pullboxes for future security cameras within the parking lot, construction of green stormwater infrastructure, landscaping and irrigation, lighting and a new waste enclosure to be compliant with Senate Bill 1383 as well as, construction of green stormwater infrastructure and parking lot resurfacing and re-striping; and

WHEREAS, the proposed cost of the remaining work provided by Willdan is \$2,796,537 and there are sufficient funds in the approved budget for the Citywide Energy Improvements, CIP No. GI0121, to cover the cost of the remaining work included as part of this amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the third amendment to the Energy Savings Performance Contract with Willdan Energy Solutions, attached hereto as **Exhibit A** to this Resolution.

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

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize use of available funds from the Citywide Energy Improvements Project, CIP No. GI0121, and adopted budget for Fiscal Year 2026-27 for the remaining work.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve Contract Change Orders with Willdan Energy Solutions up to the remaining Project funds.

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin, on this 21st day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

EXHIBIT A PERFORMANCE CONTRACT AMENDMENT

This third Amendment, dated July 14, 2026, is incorporated into the accompanying Energy Savings Performance Contract, dated November 20, 2020, first Amendment, dated July 27, 2021, and second Amendment, dated October 23, 2023, (collectively, the "Agreement") for the following:

PROJECT: City of Dublin Energy Reduction, Core Facility Infrastructure & Resiliency Upgrades

THE CUSTOMER: City of Dublin

THE PERFORMANCE CONTRACTOR: Willdan Energy Solutions, Inc. (WES)

The Customer and Performance Contractor hereby amend the Agreement as follows.

1. CHANGE IN SCOPE OF WORK

Based on the plans listed below:

Parking Lot:

City of Dublin - Civic Center (26 sheets); dated, 10/29/2025

Solar Carports:

Solar Electric Systems project (9 arch & electrical sheets); dated 7/11/2022

Solar Electric Systems Project (6 structural sheets + calculations); dated 08/26/2024

a) Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid, mutually-agreed amendment or Contract Change Order executed by the Parties.

b) WES specifically understands, acknowledges, and agrees that the Customer shall have the right to request any reasonable alterations, deviations, reductions, or additions to the Project which are consistent with the agreed Scope of Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by mutual agreement.

c) WES also agrees to provide the Customer in the form of a Proposed Change Order, as defined below, with all information requested to substantiate the cost of the amendment or Contract Change Order and to inform the Customer. In addition to any other information requested, WES shall submit, prior to approval of the amendment or Contract Change Order, its request for a time extension (if any), as well as all information necessary to substantiate any alleged delay in the completion of the Work

d) Scopes of Work and Qualifications

Solar Carports

- Installation of the solar carports, including the structural steel canopy, foundation, and solar modules, is included.
- The supply of solar modules is excluded and is to be provided by the City.

Electrical

- Installation of the owner furnished site lighting fixtures are included. The supply of the light poles is excluded and is to be provided by the City.
- Installation of the light pole bases, conduit, and pull boxes is included.
- Installation of the additional 300 lineal feet of 3" underground conduit and three underground pull boxes (every 100 lineal feet) is included.
- The design and installation of the Electric Vehicle charging stations are excluded.

Selective Site Demo, Excavation, & Erosion Control.

- Construction layout, staking, and as-built survey for the scopes of work are included.
- Selective site demolition and saw cutting in accordance with the plans is included.
- Excavation, backfill, grading, and erosion control are included.
- Groundwater control, pumping, well points, or other dewatering measures beyond normal surface water management are excluded.
- Removal, stabilization, replacement, or treatment of unsuitable soils beyond those identified in the contract documents is excluded.
- Removal, handling, testing, transportation, or disposal of contaminated soil, asbestos, hazardous waste, or petroleum-impacted materials is excluded.
- Rock excavation, including the removal of rock, ledge, boulders, or other unforeseen subsurface obstructions requiring specialized equipment, blasting, or hammering is excluded.
- Third party and special inspections is excluded.
- Cost associated with permits and plan review fees are excluded.

Asphalt & Site Concrete

- New site asphalt pavement, site concrete, and curb & gutter are included.
- Aggregate base course for the site pavement is included.
- Traffic striping and pavement markings are included.

Site Utility

- The stormwater and sewer piping are included.
- The bio-retention areas are included.
- Adjustment of the manhole covers are included.

Sliding Gate & Man Gates

- The sliding gate with standard hardware with a standard finishes by the manufacturer is included. Custom finish to match the existing gates is excluded.
- The pedestrian gates at the trash enclosure are included.

Landscape

- Landscaping shrubs, groundcovers, and redwood mulch are included.
- Modification of the existing irrigation system is included.
- Soil amendment per the City of Dublin's standards is included.

Masonry & Metal Fabrication

- Trash enclosure is included.
- Painting and integral water repellent at the trash enclosure masonry is excluded.
- Graffiti resistant coatings are excluded.
- The steel roof with rust inhibitive paint at the trash enclosure is included.
- Reliance Foundry Co stainless steel bollards are included.

Design Contingency Allowance

- The allowance includes labor and materials for scope not defined in the referenced design documents. List of scope of work to be added are included below.
- Conduit plan markups
- Irrigation plan modification
- Landscaping mulch and trees modification

- Bioretention area modification
- Asphalt modification
- Parking stall modification
- Lighting and screening modification at the trash enclosure

e) Cost of Change in Scope of Work

- The cost of the change in scope of work including design work and allowance, construction contingency, construction management, builder's risk, performance bond, and markup is \$2,769,535.93 and herein included as Exhibit B.

2. PROPOSED CHANGE ORDER

- a) Definition of Proposed Change Order. A Proposed Change Order ("PCO") is a written request prepared by WES requesting that the Customer issue an amendment or Contract Change Order ("CCO") based upon a proposed change to the Work.
- b) Changes in Contract Time. A PCO shall also include any changes in time required to complete the Project.

This third Amendment to the Agreement entered into as of the day and the year first written above.

WES
Signed 
89DE543A49A04FF...

Name Garth McCann

Date 7/15/2026

CUSTOMER
Signed _____

Name _____

Date _____

Exhibit B



Tuesday, June 9, 2026

Civic Center Parking Lot

1	Mobilization		includ
2	Traffic Control		includ
3	Water Pollution Control	\$	40,406.19
4	Parking Lot Signing and Striping	\$	19,020.76
	Parking Lot - Electrical	\$	224,600.00
Elect 1	LIGHTING MODIFICATION PER DRAWING C-SL-1 DATED 04/20/23		includ
	Directional Bore approx 185 linear feet. Supply and install 185' of 2" Sch 80 PVC with #8 & #10 awg wire for lighting.		includ
1A			includ
1B	Supply and install 4 - #5 Pull Boxes.		includ
1C	Remove lighting foundations		w/ Site Demo
Elect 2	INSTALL EVC CONDUIT & PULL BOXES WITH PULL ROPE PER DRAWING C-EV-1 DATED 04/20/23		includ
	Excavate and backfill approx 670 linear feet. Trench is 6" x 24". Supply and install 1,440' of 3" Sch 80 PVC with Mule Tape.		includ
2A			includ
2B	Supply and install B40 pull box per Electric Vehicle plan complete.		includ
2C	Supply and install #5 pull box per Electric Vehicle plan complete.		includ
	Parking Lot - Site Demo, Excavation, & Base Course	\$	363,320.91
9a	Clear and Grub		includ
9b	Remove Canopy		includ
9c	Remove portable buildings		N/A
9d	Soil at new planters		N/A
9e	Soil at new curbs		includ
9f	Regrade existing planters		N/A
9g	Spoils from underground (Storm/electrical)		includ
9h	Testing spoils before off haul		N/A
10	Unclassified Excavation Cut		includ
11	Remove Existing 10" AC Pavement		includ
12	Remove Existing Concrete Curb		includ
13	Remove Existing Concrete Curb and Gutter		includ
14	Remove Existing Fence & Gate		includ
15	Remove Existing Concrete Rail Strip and Key Device		includ
16	Remove Existing Storm Drain Inlet		includ
17	Remove Existing Storm Drain Pipe		includ
18	Remove Existing Bollard		includ
19	Remove Existing Tree, complete including roots to 36" depth and cap existing tree irrigation		includ
20	Sawcut and Join Existing		includ
21	Construct 7" Crushed Aggregate Base		includ w/ Excavation
	Parking Lot - Asphalt & Site Concrete	\$	264,309.92
22	Construct 3" AC Pavement		includ
23	Construct 6" Curb and Gutter		includ
24	Construct 6" Rolled Curb		includ
25	Construct 6" Curb		includ
26	Construct Valley Gutter		includ
27	Construct Curb Opening		includ
28	Construct Curb Opening at Corner		includ
	Parking Lot - Site Utility	\$	275,608.95
29	Construct Drainage Inlet		includ
30	Install Modified Catch Basin		includ
31	Furnish and Install 6" HPDE Storm Drain Pipe		N/A
32	Furnish and Install 12" HPDE Storm Drain Pipe		includ
33	Furnish and Install 15" HPDE Storm Drain Pipe		includ
34	Construct Concrete Collar		includ
35	Construct Pipe Connection to Existing Storm Drain Inlet		includ
35a	Sanitary Piping		includ
36	Create Bioretention Area	\$	31,740.28
37	Install Rip Rap		includ
38	Furnish and Install Removable Bollard		includ w/ Trash Enclosure
39	Remove and Construct PCC sidewalk		includ w/ Site Concrete
40	Furnish and Install Connector Pipe Screen		includ
	Parking Lot - Sliding Gate & Man Gates	\$	89,344.56

41	Furnish and Install Automatic Control Sliding Gate		inold
42	Construct Seal Coat. Seal All Cracks Greater Than 1/4-Inch Prior to Placement of Seal Coat.		inold
43	Construct PCC stepping pad, complete per plan including sub-base		inold w/ Site Concrete
	Parking Lot - Landscape	\$	98,852.09
44	Soil Preparation		inold
45	Install 3" thick shredded wood mulch - top dress		inold
46	Furnish and Install 1-Gallon Size Shrub		inold
47	Furnish and Install 5-Gallon Size Shrub		inold
48	Furnish & Install 1-inch size remote control valve in valve box, complete including control wires		inold
49	Furnish & Install 1-inch size drip control zone assembly, complete per plan including valve box and control wires		inold
50	Replace damaged existing mainline due to construction and existing valve removal		inold
51	Furnish & Install point source drip/bubbler irrigation assembly complete per plan including serving lateral lines from control valve		inold
52	Furnish and Install pop-up rotary sprinkler assembly, complete per plans including serving lateral lines from control valve		inold
53	Perform 90-calendar day landscape maintenance, complete per specifications including manual tree well irrigation.		N/A
54	Survey	\$	49,361.00
55	6" Fencing 250'	\$	-
56	Gate Electrical, low voltage and programming		inold w/ Sliding Gate
57	Installation of Solar Lights		inold w/ Electrical
	Parking Lot - Masonry & Metal Fabrication	\$	146,994.08
58	Trash Enclosure		inold
	Direct Cost of Work - Parking Lot	\$	1,601,558.86
Solar Carports			
69	Solar carports cost reconciliation from 2021	\$	248,690.00
	Direct Cost of Work	\$	1,850,248.86
Alternates:			
70	Add 300lf of conduit and three (3) pull boxes every 100lf	\$	23,000.00
	Direct Cost of Work	\$	1,873,248.86
	Budget for scope of work not included in design drawings - Included as an Allowance (7%)	\$	131,127.42
	Construction Contingency 3% (required since this is design build and Willdan responsible for errors and scope gaps)	\$	80,131.29
	Design Work	\$	137,307.83
	Construction Management	\$	173,992.37
	Builder's Risk	\$	28,647.06
	Performance Bond	\$	28,647.06
	Subtotal	\$	2,453,101.89
	14% Markup	\$	343,434.24
		\$	2,796,535.93

DESIGN-BUILD ENERGY SAVINGS PERFORMANCE CONTRACT

This Design-Build Energy Savings Performance Contract (the "Contract") is made and entered into as of this 20th day of November, 2020, between the Performance Contractor: Willdan Energy Solutions, a California corporation ("WES"), and City of Dublin, a California municipal corporation ("Customer"), for the purpose of installing certain energy, water or other operating cost saving equipment described in SCHEDULE A (SCOPE OF WORK), and providing other services designed to save energy, water or other operating costs for the Customer's property and buildings (the "Premises").

RECITALS

WHEREAS, Customer owns and operates the Premises, and is in need of energy saving equipment and service designed to save costs at said Premises;

WHEREAS, WES has made an assessment of the energy consumption characteristics of the Premises and existing equipment;

WHEREAS, Customer desires to retain WES to purchase, install and service certain equipment of the type or class described in SCHEDULE A (SCOPE OF WORK), attached hereto and made a part hereof and to provide other services for the purpose of achieving cost reductions within Premises, as more fully set forth herein; and

WHEREAS, Customer is authorized under the Constitution and the laws of the State of California to enter into this Contract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, customer and WES hereto covenant and agree as follows: energy savings performance contract documents

SECTION 1 PERFORMANCE CONTRACT DOCUMENTS

Section 1.1 The Performance Contract Documents (hereinafter, "ESPC Documents") consist of this Agreement between Customer and WES and its attached Schedules and Exhibits (hereinafter, the "Contract"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Performance Contract Amendment, (2) a Change Order, or (3) a Change Directive.

Section 1.2 The ESPC Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The ESPC Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Customer and WES.

Section 1.3 Attachments, Schedules, Exhibits, and Appendices: WES has prepared and Customer has approved and accepted the Schedules as set forth below, copies of which are attached hereto and made part of this Contract by reference.

Note: Some Schedules, Exhibits and Appendices will be supplied in a later project Phase.

Schedules

SCHEDULE A. SCOPE OF WORK

SCHEDULE B. COMPENSATION TO WES *(Broken out by phase)*

SCHEDULE D. INSURANCE REQUIREMENTS

SCHEDULE E. ENERGY SAVINGS GUARANTEE (Completed with EXHIBIT 1.)

SCHEDULE F. BASELINE ENERGY CONSUMPTION (Completed with EXHIBIT 1.)

SCHEDULE G. SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE (Completed with EXHIBIT 1.)

Exhibits

EXHIBIT 1. PERFORMANCE CONTRACT AMENDMENT *(Proposed at the conclusion of the IGA Phase)*

EXHIBIT 2. CERTIFICATE OF SUBSTANTIAL COMPLETION

EXHIBIT 3. CERTIFICATE OF ACCEPTANCE – PROJECT FINAL COMPLETION

SECTION 2 THE WORK OF THE ENERGY SAVINGS PERFORMANCE CONTRACT

- Section 2.1 The term "Work" means the design, engineering, construction and related services required to fulfill WES's obligations under the ESPC Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by WES.
- Section 2.2 WES shall fully execute the Work described in the ESPC Documents, except to the extent specifically indicated in the ESPC Documents to be the responsibility of others.
- Section 2.3 WES shall perform all Work through Contractors or through the WES's own forces.
- Section 2.4 WES shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in effect at the time of Contract or Amendment execution as applicable. If WES performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, WES shall assume responsibility for such Work and shall bear the costs attributable to correction.

SECTION 3 PHASES OF THE WORK

- Section 3.1 Work shall be performed in three phases:
- The Investment Grade Audit ("IGA") Phase
 - The Construction Phase
 - The Performance Guarantee Phase
- outlined in SCHEDULE A (SCOPE OF WORK). WES will commence work for the IGA Phase upon execution of this ESPC Agreement. The Construction and Guarantee Phases will commence at the conclusion of the IGA Phase upon the execution of EXHIBIT 1 (PERFORMANCE CONTRACT AMENDMENT).
- Section 3.2 The Scope of Work and Fee for each phase is defined in SCHEDULE A (SCOPE OF WORK) and SCHEDULE B (COMPENSATION TO WES) respectively.

SECTION 4 ENERGY USAGE RECORDS AND DATA

- Section 4.1 Customer has furnished or shall furnish (or cause its energy suppliers to furnish) to WES, upon its request, all of its records and complete data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current twenty-six (26) month period; utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized. If requested, Customer shall also provide any prior energy audits of the Premises, and copies of Customer's financial statements and records related to energy usage and operations for said 26-month period at said Premises, and shall make agents and employees familiar with such records available for consultations and discussions with WES.

SECTION 5 COMMENCEMENT DATE AND TERMS

- Section 5.1 Commencement Date: The effective date of this agreement is the date of the agreement's last signature.
- Section 5.2 Construction Phase: The Construction Phase will be a term set forth in EXHIBIT 1. (PERFORMANCE CONTRACT AMENDMENT).
- Section 5.3 Warrantee Commencement: Warrantees commence on the date of Substantial Completion, as defined in SCHEDULE B (COMPENSATION TO WES), of the portion of the Project as established by the issuance of the Certificate of Substantial Completion.
- Section 5.4 Guarantee Phase: The Guarantee Phase will begin upon submission of the Certificate of Acceptance – Project Completion and end in accordance with EXHIBIT 1. (PERFORMANCE CONTRACT AMENDMENT).
- Section 5.5 Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the Construction Period. The completion dates will be modified by change order for these events.

SECTION 6 CONTRACT SUM

Section 6.1 The Contract Sum is the amount to be paid to WES for the performance of the Work. This amount includes:

- Stipulated Sum amount for the IGA Phase services as identified in SCHEDULE B (COMPENSATION TO WES), and
- Stipulated Sum equaling the Cost of the Work plus Performance Contractor's Fee for the Construction Phase and Guarantee Phase as identified in SCHEDULE B (COMPENSATION TO WES), and
- Cost for the first year of the Guarantee Phase are included in the Construction Phase Contract Sum. Beginning in year two of the Guarantee Phase, Customer will have the option to pay WES a Stipulated Sum annually for each subsequent year of the Guarantee Phase if they wish to continue the Guarantee Phase services as identified in SCHEDULE B (COMPENSATION TO WES).

SECTION 7 PAYMENTS TO WES

Section 7.1 WES Compensation and Fees: WES's fees and compensation are set forth in SCHEDULE B (COMPENSATION TO WES).

Section 7.2 Billing Information Procedure: Payments due to WES shall be calculated each month and paid in accordance with SCHEDULE B (COMPENSATION TO WES).

Section 7.3 Payment: Customer shall pay WES within 30 days of receipt of WES's application for payment. Amounts unpaid thirty (30) days after the invoice date shall bear interest at 1.5% per month.

Section 7.4 Effective Date of Payment Obligation: See SCHEDULE B (COMPENSATION TO WES).

SECTION 8 FISCAL FUNDING

Section 8.1 Non-appropriation of Funds: In the event no Customer or other funds or insufficient Customer or other funds are appropriated and budgeted, and funds are otherwise unavailable by any means whatsoever in any fiscal period for which payments are due WES under this Contract, then the Customer will, not less than 30 days prior to the end of such applicable fiscal period, in writing, notify WES of such occurrence and this Contract shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the Customer of any kind whatsoever, except as to the portions of payments herein agreed upon for which Customer and/or other funds shall have been appropriated and budgeted or are otherwise available.

SECTION 9 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

Section 9.1 Construction Schedule: Construction and equipment installation shall proceed in accordance with the construction period in SECTION 5 (COMMENCEMENT DATE AND TERMS). A detailed schedule of construction will be submitted to Customer following Commencement of the Performance Contract Amendment. This schedule will be updated throughout construction to reflect ongoing progress on the Project.

Section 9.2 Systems Startup and Equipment Commissioning: WES shall conduct a thorough and systematic performance test of each element and total system of the installed equipment in accordance with the procedures specified in SCHEDULE G.1 (System Start-up & Commissioning), provided as part of the Performance Contract Amendment (EXHIBIT 1), and prior to acceptance of the project by Customer. WES shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by WES and/or manufacturers of the equipment. WES shall be responsible for correcting and/or adjusting all deficiencies in systems and equipment operations that may be observed during system commissioning procedures.

SECTION 10 EQUIPMENT WARRANTIES

Section 10.1 WES covenants and agrees that all equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. WES further agrees to deliver to Customer for inspection and approval; to pursue rights and remedies against manufacturer and supplier of the equipment under the warranties in the event of equipment malfunction or improper or defective function, and defects in parts, workmanship and performance, to notify the Customer whenever defects in equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by WES. The cost of any risk of damage or damage to the equipment and its performance, including damage to property and equipment of the Customer or the Premises, due to WES's failure to exercise its warranty rights shall be borne solely by WES.

Section 10.2 All warranties shall be transferable and extend to the Customer. The warranties shall specify that only new, and not reconditioned, parts may be used and installed when repair is necessitated by malfunction.

Section 10.3 All warranties required hereunder shall be in force for a minimum of one year from the Substantial Completion date as defined in Section 5.3 hereof.

Section 10.4 Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve WES from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

SECTION 11 TRAINING BY WES

Section 11.1 WES shall conduct the training program described in SCHEDULE G.9 (Training Requirements), provided as part of the Performance Contract Amendment (EXHIBIT 1). The training specified in SCHEDULE G.9 (Training Requirements) must be completed prior to acceptance of the equipment installation. WES shall provide ongoing training whenever requested by Customer with respect to updated or altered equipment, including upgraded software. Such training shall be provided at no charge to the Customer.

SECTION 12 PERMITS AND APPROVALS; COORDINATION

Section 12.1 Permits and Approvals: Customer shall use its best efforts to assist WES in obtaining all necessary permits and approvals for installation of the Equipment. In no event shall Customer, however, be responsible for payment of any permit fees. The equipment and the operation of the equipment by WES shall at all times conform to all federal, state and local code requirements. WES shall furnish copies of each permit or license which is required to perform the work to the Customer before WES commences the portion of the work requiring such permit or license.

Section 12.2 Coordination During Installation: The Customer and WES shall coordinate the activities of WES's equipment installers with those of the Customer, its employees, and agents. WES shall not commit or permit any act which will interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

SECTION 13 PERFORMANCE BY WES

Section 13.1 WES shall perform all tasks/phases under the Contract, including construction, and install the Equipment in such a manner so as not to harm the structural integrity of the buildings or their operating systems. WES shall repair and restore to its original condition any area of damage caused by WES's performance under this Contract. The Customer reserves the right to review the work performed by WES and to direct WES to take certain corrective action if, in the opinion of the Customer, the structural integrity of the Premises or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by WES's performance of the work shall be borne by WES.

Section 13.2 WES shall remain responsible for the professional and technical accuracy of all services performed, whether by WES or its subcontractors or others on its behalf, throughout the term of this Contract.

SECTION 14 OWNERSHIP

Section 14.1 Ownership of Certain Proprietary Property Rights: Customer shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Equipment. WES shall grant to the Customer a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the Customer to continue to operate, maintain, and repair the Equipment in a manner that will yield maximal energy consumption reductions.

Section 14.2 Ownership of Existing Equipment: Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Contract shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by WES pursuant to this Contract. If applicable, WES shall advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer shall within 30 days designate in writing to WES which equipment and materials that should not be disposed of off-site by WES. It is understood and agreed to by both Parties that the Customer shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. WES shall be responsible for the disposal of all equipment and materials designated by the Customer as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

Section 14.3 New Equipment: All new equipment or materials supplied to the Customer shall become the property of the Customer.

SECTION 15 LOCATION AND ACCESS

Section 15.1 Customer shall provide sufficient space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. Customer shall provide access to the

Premises for WES to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by WES and acceptable to the Customer. WES's access to Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Customer.

SECTION 16 EQUIPMENT SERVICE

Section 16.1 Actions by WES: WES shall provide all service, repairs, and adjustments to the Equipment Installed under terms of this Contract pursuant to SCHEDULE G.4 (WES Maintenance Responsibilities), provided as part the Performance Contract Amendment (EXHIBIT 1). Customer shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in SCHEDULE B (COMPENSATION TO WES), provided, however, that when the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer or any employee or other agent of Customer, and WES can so demonstrate such causal connection, WES may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

Section 16.2 Malfunctions and Emergencies: Customer shall use its best efforts to notify WES or its designee(s) within 24 hours after the Customer's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification in any energy-related equipment or its operation.

Section 16.3 Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer shall notify WES within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. WES shall respond or its designee(s) shall respond within twenty-four (24) hours to promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within three business days by written notice to WES from Customer. If Customer unreasonably delays in so notifying WES of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change and the applicable provisions of SECTION 19 (MATERIAL CHANGES) shall be applied.

Section 16.4 Actions by Customer: Customer shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of WES except as set forth in SCHEDULE G.5 (Customer Maintenance Responsibilities), provided as part the Performance Contract Amendment (EXHIBIT 1). Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify WES before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by WES. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof, which may in any way affect the operation or maintenance of the Equipment.

SECTION 17 UPGRADING OR ALTERING THE EQUIPMENT

Section 17.1 WES shall at all times have the right, subject to Customer's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment, revise any procedures for the operation of the equipment or implement other energy saving actions in the Premises, provided that:

- WES complies with the standards of comfort and services set forth in SCHEDULE G.3 (Standards of Comfort) , provided as part the Performance Contract Amendment (EXHIBIT 1);
- such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable WES to achieve the energy savings at the Premises and;
- any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of WES.

Section 17.2 All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, provided that any replacement of the Equipment shall be new and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. WES shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 14.1 (Ownership of Certain Proprietary Rights). All replacements of and alterations or additions to the Equipment shall become part of the

Equipment described in SCHEDULE A (SCOPE OF WORK) and shall be covered by the provisions and terms of SECTION 9 (CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL).

SECTION 18 STANDARDS OF COMFORT

Section 18.1 WES will maintain and operate the Equipment in a manner that will provide the standards of heating, cooling, hot water, and lighting, as described in SCHEDULE G.3 (Standards of Comfort) , provided as part the Performance Contract Amendment (EXHIBIT 1).

SECTION 19 MATERIAL CHANGES

Section 19.1 Material Changes Defined: A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, in the judgment of the Customer, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in SCHEDULE E (BASELINE ENERGY CONSUMPTION) and SCHEDULE F (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE) , provided as part the Performance Contract Amendment (EXHIBIT 1), by at least 0.5% after adjustments for climatic variations. Actions by the Customer which may result in Material Change include but are not limited to the following:

- manner of use of Premises by the Customer; or
- hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or
- permanent changes in the comfort and service parameters set forth in SCHEDULE G.3 (Standards of Comfort) , provided as part the Performance Contract Amendment (EXHIBIT 1); or
- occupancy of the Premises; or
- structure of the Premises; or
- types and quantity of equipment used at the Premises; or
- modification, renovation or construction at the Premises; or
- the Customer's failure to provide maintenance of or repairs to the Equipment in accordance with SCHEDULE G.5 (Customer Maintenance Responsibilities) , provided as part the Performance Contract Amendment (EXHIBIT 1); or
- any other conditions other than climate affecting energy use at the Premises.

Section 19.2 Reported Material Changes: Notice by Customer: The Customer shall use its best efforts to deliver to WES a written notice describing all actual or proposed Material Changes in the Premises or in the operation of the Premises at least 30 days before any actual or proposed Material Changes is implemented or as soon as is practicable after an emergency or unplanned event. Notice to WES of Material Changes which result because of a Bona Fide emergency or other situation which precludes advanced notification shall be deemed sufficient if given by the Customer within 48 hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Customer to have occurred.

Section 19.3 Unreported Material Change: In the absence of any Material Changes in the Premises or in their operations, the baseline energy consumption as set forth in SCHEDULE E (BASELINE ENERGY CONSUMPTION) , provided as part the Performance Contract Amendment (EXHIBIT 1), should not change more than 2% during any month from the projected energy use for that month, after adjustments for changes in climate conditions. Therefore, if energy consumption for any month as set forth in SCHEDULE E (BASELINE ENERGY CONSUMPTION) deviates by more than 2% from the energy consumption of the same month of the preceding contract year after adjustments for changes to climatic conditions, then such deviation shall be timely reviewed by WES to ascertain the cause of deviation. WES shall report its findings to the Customer in a timely manner and WES shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in SCHEDULE F (SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE) and SCHEDULE E (BASELINE ENERGY CONSUMPTION) , provided as part the Performance Contract Amendment (EXHIBIT 1).

SECTION 20 INDEMNIFICATION

Section 20.1 WES shall indemnify, defend with counsel acceptable to Customer, and hold harmless Customer and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims,

expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with WES's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of the Customer.

Section 20.2 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 WES to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 20.3 WES's obligation to defend and indemnify shall not be excused because of WES's inability to evaluate Liability or because WES evaluates Liability and determines that WES is not liable to the claimant. WES must respond within thirty (30) days to the tender of any claim for defense and indemnity by Customer. If WES fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due WES under and by virtue of this Agreement as shall reasonably be considered necessary by Customer, may be retained by Customer until disposition has been made of the claim or suit for damages, or until WES accepts or rejects the tender of defense, whichever occurs first.

SECTION 21 CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 21.1 If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Contract due to acts of Nature, insurrections or riots, or similar events, this Contract shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days' notice to the performing party, in which event neither party shall have any further liability to the other.

SECTION 22 EVENTS OF DEFAULT

Section 22.1 Events of Default by Customer: Each of the following events or conditions shall constitute an "Event of Default" by Customer:

- any failure by Customer to pay WES any sum due for a service and maintenance period of more than 30 days after written notification by WES that Customer is delinquent in making payment and provided that WES is not in default in its performance under the terms of this Contract; or
- any other material failure by Customer to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for 30 days after notice to Customer demanding that such failures to perform be cured or if such cure cannot be effected in thirty days, Customer shall be deemed to have cured default upon the commencement of a cure within thirty days and diligent subsequent completion thereof;
- any representation or warranty furnished by Customer in this Contract which was false or misleading in any material respect when made.

Section 22.2 Events of Default by WES: Each of the following events or conditions shall constitute an "Event of Default" by WES:

- the standards of comfort and service set forth in SCHEDULE G.3 (Standards of Comfort) , provided as part the Performance Contract Amendment (EXHIBIT 1), are not provided due to failure of WES to properly design, install, maintain, repair or adjust the Equipment except that such failure, if corrected or cured within 30 days after written notice by Customer to WES demanding that such failure be cured, shall be deemed cured for the purpose of this Contract. (ii) any representation or warranty furnished by WES in this Contract is false or misleading in any material respect when made;
- failure to furnish and install the Equipment and make it ready for use within the time specified by this Contract as set forth in SCHEDULE A (SCOPE OF WORK) and SECTION 5 (COMMENCEMENT DATE AND TERMS);
- any failure by WES to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within 30 days after written notice by the Customer to WES demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract;
- any lien or encumbrance upon the equipment by any subcontractor, laborer or material man of WES;

- the filing of a bankruptcy petition whether by WES or its creditors against WES which proceeding shall not have been dismissed within 30 days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of WES;
- Failure by WES to pay any amount due the Customer or perform any obligation under the terms of this Contract or the Energy Savings Guarantee as set forth in SCHEDULE D (ENERGY SAVINGS GUARANTEE) , provided as part the Performance Contract Amendment (EXHIBIT 1).

SECTION 23 REMEDIES UPON DEFAULT

Section 23.1 Remedies upon Default: All disputes shall be submitted to the individuals listed in SECTION 35 (NOTICE) for resolution. In the event that a remedy acceptable to both Customer and WES cannot be found, either party may seek remedy as outlined in SECTION 24 (MEDIATION).

SECTION 24 MEDIATION

Section 24.1 Any Claim arising out of or related to the Contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

Section 24.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Section 24.3 The parties shall share the mediator's fee and any filing fees equally.

Section 24.4 The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Section 24.5 Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SECTION 25 REPRESENTATIONS AND WARRANTIES

Section 25.1 Each party warrants and represents to the other that:

- it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- it has not received any notice, nor to the best of its knowledge, is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 26 ADDITIONAL REPRESENTATIONS OF THE PARTIES

Section 26.1 Customer hereby warrants, represents and promises that it has provided or shall provide timely to WES, all records relating to energy usage and energy-related maintenance of Premises requested by WES and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects.

WES hereby warrants, represents and promises that:

- before commencing performance of this Contract, it shall have become licensed or otherwise permitted to do business in the State of California;
- it shall make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

- it shall use qualified subcontractors and delegates, licensed and bonded in this state to perform the work so subcontracted or delegated pursuant to the terms hereof;
- that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Contract.

SECTION 27 WAIVER OF LIENS

Section 27.1 All property of the Customer is exempt from attachment and levy.

SECTION 28 COMPLIANCE WITH LAW AND STANDARD PRACTICES

Section 28.1 WES shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Customer relative to the Premises. WES shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

SECTION 29 INDEPENDENT CAPACITY OF THE CONTRACTOR

Section 29.1 The parties hereto agree that WES, and any agents and employees of WES, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the Customer.

SECTION 30 NO WAIVER

Section 30.1 The failure of WES or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of WES or Customer.

SECTION 31 SEVERABILITY

Section 31.1 In the event that any clause or provision of this Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Contract unless the result would be manifestly inequitable or unconscionable.

SECTION 32 COMPLETE CONTRACT

Section 32.1 This Contract, when executed, together with all Schedules attached hereto or to be attached hereto, as provided for by this Contract shall constitute the entire Contract between both parties and this Contract may not be amended, modified, or terminated except by a written Contract signed by the parties hereto.

SECTION 33 FURTHER DOCUMENTS

Section 33.1 The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

SECTION 34 APPLICABLE LAW

Section 34.1 This Contract and the construction and enforceability thereof shall be interpreted under the laws of the State of California

SECTION 35 NOTICE

Section 35.1 Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO WES:

Willdan Energy Solutions
Attention: Scott McVey
2401 East Katella Ave #300
Anaheim, CA 92806

TO CUSTOMER:

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

SECTION 36 CUSTOMER'S COMPLIANCE WITH FACILITIES MAINTENANCE CHECKLIST

- Section 36.1 The parties acknowledge and agree that WES has entered into this Contract in reliance upon the prospect of earning compensation based on guaranteed energy savings in energy used at Premises, as set forth on SCHEDULE D (ENERGY SAVINGS GUARANTEE) and SCHEDULE B (COMPENSATION TO WES), provided as part the Performance Contract Amendment (EXHIBIT 1).
- Section 36.2 The parties further acknowledge and agree that the said guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy conservation shall be implemented and followed by Customer on a regular and continuous basis.
- Section 36.3 Customer agrees that it shall adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth on SCHEDULE G.5 (Customer Maintenance Responsibilities), provided as part the Performance Contract Amendment (EXHIBIT 1) and made a part thereof after Customer's approval.
- Section 36.4 Customer agrees that WES shall have the right once a month, with prior notice, to inspect Premises to determine if Customer is complying, and shall have complied with its obligations as set forth above in Section 36.3 For the purpose of determining Customer's said compliance, the checklist to be set forth at SCHEDULE G.6 (Facility Maintenance Checklist), provided as part the Performance Contract Amendment (EXHIBIT 1), as completed and recorded by WES during its monthly inspections, shall be used to measure and record Customer's said compliance. Customer shall make the Premises available to WES for and during each monthly inspection and shall have the right to witness each inspection and the recordings on the checklist.

SECTION 37 HEADINGS

- Section 37.1 Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

SECTION 38 BONDS

- Section 38.1 Any and all bonds obtained by WES for this project shall specifically exclude coverage for those portions of the Contract or the Work pertaining to design services and any other part of this Contract and the Contract Documents which do not relate specifically to construction management and supervision of Work for purchasing and installing of Equipment, or for work to be accomplished by the Customer.

SECTION 39 INSURANCE

- Section 39.1 WES shall procure and maintain in effect insurance coverage as set forth in EXHIBIT C (Insurance Requirements), attached hereto and incorporated herein.

SECTION 40 EPACT 179D

- Section 40.1 To encourage the implementation of a more energy-efficient system, Section 179D of the Internal Revenue Code provides for the allocation of a tax deduction based on the efficiency of the design. Since a public entity is exempt from paying taxes, the Code permits this allocation to be passed along to the designer of the system as an additional incentive to incorporate the most efficient system affordable. Accordingly, once the building/system is placed into service, it is understood and agreed that the tax deduction granted pursuant to Section 179D of the Internal Revenue Code will be allocated to Willdan, in consideration of which Willdan will use its best efforts to maximize the energy efficiency of the design being contracted.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Contract by their duly authorized officers on the date first below written.

WES

Signed



Name

AARON ETZWEILER

Title

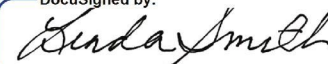
VICE PRESIDENT OF ENGINEERING

Date

10/28/2020

CUSTOMER

Signed

DocuSigned by:

E33836CFFC044E0...

Name

Linda Smith

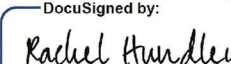
Title

City Manager

Date

11/20/2020

Approved As
to Form:

DocuSigned by:

79CC43491F3C4C7...

SCHEDULE A. SCOPE OF WORK

1. The purpose of this proposal is to provide Investment Grade Audit (“IGA”) Phase services for Premises [see preliminary project table on the follow page] needed to develop a Performance Contract proposal - Performance Contract Amendment (EXHIBIT 1).
2. GENERAL
 - a) Work shall be performed in three phases: The IGA Phase, Construction Phase, and Guarantee Phase as outlined in this Schedule, SCHEDULE A (SCOPE OF WORK). Willdan Energy Solutions (WES) will commence work for the IGA Phase upon execution of this Energy Savings Performance Contract. The Construction Phase and Guarantee Phase will commence at the conclusion of the IGA Phase upon the execution of EXHIBIT 1. (PERFORMANCE CONTRACT AMENDMENT).
 - b) The Scope of Work and Fee for each phase is defined in SCHEDULE A (SCOPE OF WORK) and SCHEDULE B (COMPENSATION TO WES) respectively.
3. INVESTMENT GRADE AUDIT PHASE SERVICES:
 - a) General:
 - (1) WES shall advise the Customer on all proposed projects, selection of materials, building systems and equipment, financing options, and utility incentives. WES shall also provide the Customer with recommendations, consistent with the Customer’s Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.
 - b) Engineering and Design: During the IGA Phase, WES shall perform:
 - (1) Design required to develop the scope and project solution that meets Performance Contract Program Requirements as identified in SCHEDULE A.5.
 - (2) Develop design in enough detail to procure subcontractors and materials and develop the Contract Sum included in the Performance Contract Amendment (EXHIBIT 1).
 - (a) Perform a survey of the spaces and existing systems throughout the Premises to document existing conditions.
 - (b) Work with the Customer to establish project goals and criteria.
 - (c) Prepare design documents and/or criteria for subcontractor pricing procurement to install modifications to HVAC, electrical, and plumbing systems.
 - c) Pre-Construction Services: During the IGA Phase, WES shall perform:
 - (1) WES shall assemble all design documents necessary for pricing procurement.
 - (2) WES shall engage subcontractors; familiarize them with the project, site and bidding information; and procure pricing for the purposes of establishing WES’s fixed cost proposal in the Performance Contract Amendment.
 - (3) WES shall coordinate with the Customer, subconsultants, financiers, utilities and other stakeholders throughout the IGA Phase.
 - d) Energy-Related Services:
 - (1) Walk through facility to become familiar with existing systems and the building’s operations. This will also include gathering as-built plans and O&M data on existing HVAC systems.
 - (2) Energy savings for each recommend project will be quantified through a calibrated computer energy model or other industry standard energy calculation procedure.
 - (3) Energy Performance Contract Project economics will be quantified and summarized throughout each phase of design, including:
 - (a) Fixed project costs

- (b) Guaranteed energy savings
 - (c) Maintenance and other costs savings
 - (d) Utility incentives & grants
 - (e) Project financing terms and debt service payment options
- e) Preparation of the Performance Contract Amendment:
 - (1) When the Drawings and Specifications are sufficiently complete, WES shall prepare a Performance Contract Addendum as outlined in EXHIBIT 1. (PERFORMANCE CONTRACT AMENDMENT). This Addendum shall include:
 - (a) Contract Sum
 - (b) Contract Time
 - (c) Construction Schedule
 - (d) Energy and other cost savings
 - (e) Grants, financing, and incentive opportunities
 - (f) Project Cashflow
 - (g) Information Upon Which Amendment is Based, including:
 - (i) Scope of Work
 - (ii) Drawings
 - (iii) Specifications
 - (iv) Supplementary and other Conditions of the Contract
 - (v) Deviations from the Performance Contract Program Requirements as identified in SCHEDULE A.3.
 - (h) WES's Personnel, Contractors and Suppliers
- 4. CONSTRUCTION PHASE SERVICES:
 - a) Construction Documents:
 - (1) As the Drawings and Specifications may not be finished at the time the Performance Contract Amendment is prepared, the WES shall provide in this amendment for further development of the Drawings and Specifications for construction. Such further development does not include such things as changes in scope, systems, kinds, and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
 - b) Performance Contractor's Construction-Phase Responsibility:
 - (1) WES shall supervise and direct the Work, using the WES's best skill and attention. WES shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the ESPC Documents give other specific instructions concerning these matters.
 - (2) WES shall schedule Work and coordinate Subcontractors and any other persons on the site of the Project.
 - (3) WES will inspect the Work of each subcontractor for defective work, manage resolution of the defective work, and notify applicable subcontractor(s) to correct such defective work in a manner approved by the design team and Owner.
 - (4) WES shall record the progress of the Project and provide reports to the Owner. Such reports shall include, without limitation, information about variations between actual and budgeted or estimated costs and information on each subcontractor's work, as well as completion status on the entire project, showing percentages of completion.
 - (5) With the cooperation of the Subcontractors, WES will prepare and maintain the Construction Schedule.

- (6) WES shall schedule and conduct in preconstruction, progress, quality control and special meetings with the Owner, designers, the subcontractors and any other parties involved in the project to discuss such matters as procedures, progress, problems and scheduling.
- (7) WES shall receive, review for completeness and responsiveness the subcontractors' submittals such as shop drawings, product data and samples and delivering them to the designers and Owner for review and approval.
- (8) WES shall manage the punch list, coordinating final inspections, and preparing the certificate of contract completion. Upon contract completion, WES will receive, review for conformity with the requirements of the Contract Documents and transmit to the Owner any affidavits and turn over to the Owner any manuals and the originals of any guarantees, warranties, releases, bonds and waivers.

c) Enhanced Commissioning

- (1) WES shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, and perform functional performance tests, and generate final commissioning report.

d) Labor and Materials

- (1) Unless otherwise provided in the Performance Contract Documents, WES shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
- (2) WES shall enforce strict discipline and good order among WES's employees, Subcontractors, and other persons carrying out the Work. WES shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

5. GUARANTEE PHASE SERVICES:

a) Facility Personnel Assistance:

- (1) WES's Commissioning group will assist facility personnel in achieving the most efficient operation of Customer's facility. The Commissioning group will remotely monitor the facility and will help identify potential problems with the HVAC as well as work with the facility staff to enhance and implement energy conservation programs.
- (2) Customer will be responsible for the maintenance of all energy systems, including lighting, mechanical, electrical, and building automation control systems per SCHEDULE G.5, provided as part the Performance Contract Amendment (EXHIBIT 1).

b) Savings Tracking and Reporting:

- (1) WES will be responsible for the monthly tracking and monitoring of the project and will provide ongoing assistance to Customer's staff.
- (2) WES will provide a quarterly savings report. This report will detail current monthly savings, year to date savings, and guaranteed savings. This report will also show the actual savings in units of energy.

c) Utility Rate Negotiation:

- (1) If, during the term of this contract, deregulation of the electric and gas utilities should occur, WES shall have the right to negotiate on behalf of the Customer, in total or in portion, other utility services beyond the current providers of those services. WES will represent the customer as long as the services being negotiated are cost competitive for the Customer. WES will seek the most cost competitive providers of those services who can provide equal or better-quality service. In the event that the Customer is able to locate a more cost competitive provider, with equal quality, WES would be compelled to use that provider. The purpose of this paragraph is to minimize utility costs for the Customer.

d) Cancellation:

- (1) Customer may cancel the Guarantee-Phase Services on any anniversary date or at the end of Customer's fiscal year. If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in SCHEDULE D. ENERGY SAVINGS GUARANTEE.

6. PERFORMANCE CONTRACT PROGRAM REQUIREMENTS:

a) Financial Criteria:

- (1) Customer desires to fund as much of the project scope as possibly through annual utility cost savings, meaning a Project that results in a close-to-neutral cash flow where the cumulative energy, maintenance, and capital cost avoidance over the life of the installed equipment exceeds the Project's cumulative financing cost if it were financed.

b) General Scope and Intent:

- (1) The Project will include energy efficiency measures, resiliency improvements and capital improvements. The projects may include, but not be limited to, the following:

- (a) Library :: Replace Aging Packaged VAV AHUs, Update BAS
- (b) Library :: Upgrade Remaining Fluorescent Lighting to LED, Daylighting Control in Lobby
- (c) Library :: Expand Existing Solar PV System w/ Carport in Sports Grounds Parking Lot
- (d) Library :: Install Battery Storage System for Resiliency
- (e) Corporation Yard :: Upgrade Shop Area Lighting to LED
- (f) Corporation Yard :: Install Roof Mounted & Covered Parking Solar PV Systems
- (g) Corporation Yard :: Install Battery Storage System for Resiliency
- (h) The Wave :: Optimize Facility Operation & HVAC Pool Turnover Rates & VAV Control, Reduce Exhaust Recirculation
- (i) The Wave :: Install Solar PV System w/ New Carport
- (j) The Wave :: Install Battery Storage System for Resiliency & Load Shedding
- (k) Senior Center :: Replace End-of-Life Packaged RTUs w/ High Efficiency Equivalent Units
- (l) Senior Center :: Upgrade Remaining Fluorescent Lighting to LED
- (m) Senior Center :: Install Solar PV System w/ New Carport
- (n) Senior Center :: Install Battery Storage System for Resiliency
- (o) Shannon Com. Center :: Upgrade Remaining Fluorescent Lighting to LED
- (p) Shannon Com. Center :: Replace End-of-Life Split Systems w/ High Efficiency Equivalent Units
- (q) Shannon Com. Center :: Install Generator to Improve Resiliency
- (r) Fire Station 16 :: Replace End-of-Life Packaged RTUs w/ High Efficiency Equivalent Units
- (s) Fire Station 16 :: Upgrade Remaining Fluorescent Lighting to LED
- (t) Fire Station 16 :: Install Battery Storage System for Resiliency
- (u) Fire Station 17 :: Replace End-of-Life Split Systems w/ High Efficiency Equivalent Units
- (v) Fire Station 17 :: Upgrade Remaining Fluorescent Lighting to LED
- (w) Fire Station 17 :: Install Solar PV System w/ New Carport
- (x) Fire Station 17 :: Install Battery Storage System for Resiliency
- (y) Fire Station 18 :: Replace End-of-Life Split Systems w/ High Efficiency Equivalent Units
- (z) Fire Station 18 :: Upgrade Remaining Fluorescent Lighting to LED

- (aa) Fire Station 18 :: Install Solar PV System w/ New Carport
- (bb) Fire Station 18 :: Install Battery Storage System for Resiliency
- (cc) City Parks :: Convert All Park & Ball Field Lighting to LED
- (dd) Intersections :: Traffic Signal Conversion to Microgrid
- (ee) Heritage Park & Museum :: HVAC & Lighting

PROJECT IMPLEMENTATION SCOPE OF WORK:

- c) Final, more detailed scope of work will be included in the Performance Contract Amendment (EXHIBIT 1).

7. TIME:

- a) WES and Customer will work together to develop construction schedules that minimize disruption to Customer operations while allowing for completion of Scope of Work in a timely fashion. All construction will be completed in accordance with SECTION 5 (COMMENCEMENT DATE AND TERMS).

SCHEDULE B. COMPENSATION TO WES

The Customer shall compensate and make payments to WES for the Investment Grade Audit (“IGA”) Phase services, Construction Phase Services, and the Guarantee Phase Services as follows:

1. INVESTMENT GRADE AUDIT PHASE SERVICES. The Customer shall compensate and make payments to WES for the IGA Phase services as follows:
 - a) If the Performance Contract Amendment (EXHIBIT 1) is executed within 60 days of its proposal, the fee for IGA services set forth in subdivision (b) of this section will be waived and will **NOT** be due to WES under this agreement, otherwise,
 - b) Except as provided in subdivision (a) of this section, Customer shall pay WES the Stipulated Sum of **\$125,000**. (\$90,000 Base Scopes + \$35,000 Solar & Battery Scopes)
2. CONSTRUCTION PHASE. For the WES’s performance of the Construction, the Customer shall pay WES a Stipulated Sum in current funds for WES’s performance of the Contract after the execution of the Performance Contract Amendment equal to Cost of the Work plus the Performance Contractor’s Fee at the time of the proposal of the Performance Contract Amendment. The Construction-Phase Contract Sum with itemization of the Cost of Work and Performance Contractor’s Fee shall be identified in the Performance Contract Amendment (EXHIBIT 1). The Performance Contractor’s Fee and the Cost of the Work plus will be determined as follows:
 - a) Performance Contractor’s Fee:

(1) Project Development Services (includes IGA Services):	Time & Materials (see Hourly Rate Schedule)
(2) Construction Management:	Time & Materials (see Hourly Rate Schedule)
(3) Enhanced Commissioning:	Time & Materials (see Hourly Rate Schedule)
(4) Performance Contractor’s Overhead and Profit:	Not to exceed 18% of the Cost of the Work
 - b) The Cost of the Work (COW) is as defined as:
 - (1) Subcontract Costs. Payments made by WES to its Subcontractor to carry out the work.
 - (2) Construction Contingency available to WES exclusive use to cover costs for unanticipated items of the Work.
 - (3) Allowance held by the Customer for additional Work to be incorporated in the project.
 - (4) Costs, including transportation, of materials and equipment incorporated in the completed construction.
 - (5) Costs of other materials and equipment, temporary facilities and related items.
 - (6) That portion directly attributable to this Contract of premiums for insurance and bonds.
 - (7) Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work.
 - (8) Data processing costs related to the Work.
 - (9) Legal costs, other than those arising from disputes between the Customer and WES, reasonably incurred by WES in the performance of the Work and with the Customer’s written permission, which permission shall not be unreasonably withheld.
 - (10) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Customer.
 - (11) Emergencies and Repairs to Damaged or Nonconforming Work
 - (12) The Cost of Work shall also include costs which are incurred WES in taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property.
 - (13) The Cost of Work shall also include costs which are incurred WES in repairing or correcting damaged or nonconforming Work executed by WES or WES’s Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Customer

set forth in this Contract of WES or WES's personnel to supervise adequately the Work of the Subcontractor or suppliers, and only to the extent that the cost of the repair or correction is not recoverable by WES from insurance, Subcontractors or suppliers.

c) Hourly Rate Schedule used in determining professional services costs:

Rate Category		Rate (\$/hr)
Project Development and Engineering Services		
1	Technical Drafter	\$90.00
2	Designer	\$90.00
3	Senior Designer	\$115.00
9	Engineer I	\$115.00
10	Engineer II	\$155.00
11	Senior Engineer	\$180.00
12	Principal Engineer	\$285.00
Energy Modeling		
13	Energy Engineer	\$115.00
14	Senior Energy Engineer	\$155.00
Commissioning		
15	Commissioning Engineer	\$115.00
16	Senior Commissioning Engineer	\$155.00
Project and Construction Management		
17	Account Executive	\$160.00
18	Project Manager	\$180.00
19	Construction Manager	\$180.00
20	Site Superintendent	\$180.00
21	Field Engineer	\$115.00
22	Cost Estimator	\$145.00

3. GUARANTEE PHASE. For WES's performance of the Guarantee, the Customer shall pay WES in current funds for WES's performance of the Guarantee Phase services following Substantial Completion of the entire project, which is determined by the delivery of "Notice of Substantial Completion" as defined in SCHEDULE B.5, the Savings Guarantee Commencement Date. The Guarantee-Phase Contract Sum shall be identified in the Performance Contract Amendment (EXHIBIT 1).

4. PAYMENT PROCEDURES

a) Investment Grade Audit Phase Payments:

(1) WES shall provide an Application for Payment to Customer for IGA Phase services completed in accordance with SCHEDULE B.1 Investment Grade Audit Phase Services above. The Customer shall make payment in the manner and within the time provided in Section 7.3.

b) Construction Phase Payments:

(1) Project Mobilization: The initial Application for Payment shall include all remaining pre-construction-phase services amounts as well as 10 percent of the remaining total compensation to allow for mobilization of WES and subcontractors.

(2) Progress Payments: WES shall provide a monthly Application for Payment to Customer for work completed during the previous month. The Customer shall make payment in the manner and within the time provided in Section 6.3. Until the Project is complete, as identified as a line item in the Schedule of Values, Customer will pay one hundred percent (100%) of the amount due to WES on account of progress payments. WES shall provide a Retainage Bond that represents 10% of the total contract value.

- (3) **Progress Payments:** WES shall provide a monthly Application for Payment to Customer for work completed during the previous month. The Customer shall make payment in the manner and within the time provided in Section 6.3. Until the Project is complete, as identified as a line item in the Schedule of Values, Customer will pay ninety-five percent (95%) of the amount due to WES on account of progress payments for each line item. This 5% retention shall be reduced, if appropriate, in conjunction with Substantial Completion to reflect incomplete work for each line item. Complete payment of retention shall be in conjunction with Acceptance of Project Completion for each Project identified in the Schedule of Values, which shall not be unduly withheld.
- (4) **Schedule of Values:** WES will prepare and submit a complete schedule of values along with initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual projects for the purposes of Progress Payments, Substantial Completion, Final Completion, and withholding of retention amounts.
- (5) **Substantial Completion:** Substantial Completion is the stage in the progress of the Project when the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Customer can utilize the Work for its beneficial use.

When WES considers that an individual Project is substantially complete, WES shall prepare and submit to the Customer a comprehensive list of items to be completed or corrected prior to final payment. Upon receipt of WES's list, the Customer shall, within seven days, inspect the Work to formulate the Customer's Punch List and to determine whether the Work or designated portion thereof is substantially complete. If the Customer's inspection discloses any item, whether or not included on WES's list, which is not sufficiently complete in accordance with the Performance Contract Documents so that the Customer can utilize the Project or designated portion thereof for its intended use, WES shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Customer. In such case, WES shall then submit a request for another inspection by the Customer to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete, WES will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Customer and WES for security, maintenance, heat, utilities, damage to the Project and insurance, and shall fix the time within which WES shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Project or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Customer for their written acceptance of responsibilities assigned to them in such Certificate.

- (6) **Substantial Completion Payment:** Upon Substantial Completion acceptance, the Customer shall make payment of retainage applying to such Work or designated portion thereof within the time provided in Section 7.3. Such payment shall be reasonably adjusted to reflect the dollar value of Work that is incomplete or not in accordance with the requirements of the ESPC Documents.
 - (7) **Project Completion and Payment:** After WES's completion of all punch list items, project closeout requirements, and upon receipt of written notice that the Project is ready for final inspection and acceptance and upon receipt of a Final Application for Payment, the Customer will make such inspection within seven days and, when the Customer finds the Project acceptable under the Contract Documents and the Contract fully performed, the Customer will execute and issue the Certificate of Acceptance within two days from the final inspection and pay the entire balance found to be due to WES as stated in the Final Application for Payment within the time provided in Section 7.3.
- c) **Guarantee Phase Payments:**
- (1) WES shall provide annual Applications for Payment to Customer for guarantee-phase services to be completed in the subsequent year. The Customer shall make payment in the manner and within the time provided in Section 7.3.
- d) **Failure of Payment:** If the Customer does not pay WES within seven days after the date established in Section 7.3, then WES may, upon written notice to the Customer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the WES's reasonable costs of shut-down, delay and start-up, plus interest.

SCHEDULE C. INSURANCE REQUIREMENTS

Before fully executing this Agreement, WES, 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 WES and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, WES shall provide proof satisfactory to Customer 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. WES 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 WES's bid or proposal. WES shall not allow any subcontractor to commence work on any subcontract until WES has obtained all insurance required herein for the subcontractor(s) and provided evidence to Customer that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. WES shall maintain all required insurance listed herein for the duration of this Agreement.

5. Workers' Compensation.

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

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

- b) Submittal Requirements. To comply with Section 1, WES shall submit the following:

- (1) Certificate of Liability Insurance in the amounts specified in the section; and
- (2) Waiver of Subrogation Endorsement as required by the section.

6. Commercial General and Automobile Liability Insurance.

- a) General Requirements. WES, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- b) 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.
- c) Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
 - (1) The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - (2) Customer, 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 WES; or automobiles owned, leased, hired, or borrowed by the WES.

- (3) WES hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. WES agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
 - (4) For any claims related to this Agreement or the work hereunder, the WES's insurance coverage shall be primary insurance as respects the Customer, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, or volunteers shall be excess of the WES's insurance and shall not contribute with it.
- d) Submittal Requirements. To comply with Section 2, WES shall submit the following:
- (1) Certificate of Liability Insurance in the amounts specified in the section;
 - (2) Additional Insured Endorsement as required by the section;
 - (3) Waiver of Subrogation Endorsement as required by the section; and
 - (4) Primary Insurance Endorsement as required by the section.
7. Professional Liability Insurance.
- a) General Requirements. WES, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (1) Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 - (a) The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - (b) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - (c) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, WES shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
 - (d) A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.
 - (2) Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.
 - (3) Submittal Requirements. To comply with Section 3, WES shall submit the Certificate of Liability Insurance in the amounts specified in the section.
8. All Policies Requirements.
- a) 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.
 - b) Verification of Coverage. Prior to beginning any work under this Agreement, WES shall furnish Customer with complete copies of all Certificates of Liability Insurance delivered to WES 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 Customer does not receive the required insurance documents prior to the WES beginning work, it shall not waive the WES's obligation to provide them. The Customer reserves the right to require complete copies of all required insurance policies at any time.
 - c) Deductibles and Self-Insured Retentions. WES shall disclose to and obtain the written approval of Customer 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 Customer, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Customer, its officers, employees, and volunteers; or the WES shall provide a financial guarantee satisfactory to the Customer guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- d) 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).
 - e) 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 Customer.
 - f) Subcontractors. WES 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.
9. Remedies. In addition to any other remedies Customer may have if WES fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Customer may have and are not the exclusive remedy for WES’s breach:
- a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b) Order WES to stop work under this Agreement or withhold any payment that becomes due to WES hereunder, or both stop work and withhold any payment, until WES demonstrates compliance with the requirements hereof; and/o
 - c) Terminate this Agreement.

EXHIBIT 1. PERFORMANCE CONTRACT AMENDMENT *(DRAFT – completed at conclusion of IGA Phase)*

This Amendment is incorporated into the accompanying Energy Savings Performance Contract dated the [XX] day of [XX] in the [2021] year (the “Agreement”) for the following

PROJECT: To be Determined in the IGA Phase

THE CUSTOMER: City of Dublin

THE PERFORMANCE CONTRACTOR: Willdan Energy Solutions, Inc.

The Customer and Performance Contractor hereby amend the Agreement as follows.

TABLE OF ARTICLES

- 1. CONTRACT SUM
- 2. CONTRACT TIME
- 3. CONSTRUCTION SCHEDULE
- 4. INFORMATION UPON WHICH AMENDMENT IS BASED
- 5. PERFORMANCE CONTRACTOR’S PERSONNEL, CONTRACTORS AND SUPPLIERS
- 6. COST OF THE WORK

TABLE OF SCHEDULES (the following Schedules are added by this amendment)

- SCHEDULE E. ENERGY SAVINGS GUARANTEE (Completed with EXHIBIT 1.)
- SCHEDULE F. BASELINE ENERGY CONSUMPTION (Completed with EXHIBIT 1.)
- SCHEDULE G. SAVINGS MEASUREMENT & CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE (Completed with EXHIBIT 1.)

1. CONSTRUCTION-PHASE CONTRACT SUM

- a) Stipulated Sum based on predetermined, not-to-exceed fees:
 - (1) The Stipulated Sum shall be (\$ _), subject to authorized adjustments as provided in the Design-Build Documents.
 - (2) The Stipulated Sum is based on the Cost of Work and Performance Contractor’s Fees as detailed in ARTICLE 5 (SCHEDULE OF VALUES) below.

2. CHANGES IN THE CONSTRUCTION-PHASE CONTRACT SUM:

- a) Any overage in the cost of the Scope of Work in SCHEDULE A (SCOPE OF WORK) shall be the responsibility of WES.
- b) Changes to the contract sum are warranted for, but are not limited to: Hazardous materials, additions or modifications to the Scope of Work, and Differing Site Conditions as defined in EXHIBIT 8 - Differing Site Conditions. All additional costs associated with these items shall be the responsibility of Customer.

3. GUARANTEE-PHASE CONTRACT SUM

- a) Customer shall pay WES annual payments for Guarantee-Phase Services the amounts listed below, subject to the Services Agreement set forth in SCHEDULE B and any other applicable terms of this agreement:
 - (1) Year One: \$0.00 (included in Construction-Phase Contract Sum)
 - (2) Year Two: **\$TBD**

- (3) Year Three: Year two price modified by the change, up or down, in CPI since the beginning of the year two agreement.
- (4) Year Four and Beyond: Prior year modified by the last 12 months change, up or down, in CPI.
- b) Customer may cancel the Guarantee-Phase Services on any anniversary date or at the end of Customer’s fiscal year. If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in SCHEDULE E. ENERGY SAVINGS GUARANTEE.

4. CONTRACT TIME

- a) The date of Substantial Completion upon which this proposal is based is [DATE].
- b) The date of Final Completion is [DATE].
- c) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the construction timeframe in SECTION 5 (COMMENCEMENT DATE AND TERMS).
- d) Guarantee Commencement Date is [DATE].

5. SCHEDULE OF VALUES

- a) WES will prepare and submit a complete schedule of values along with initial Application for Payment. Projects listed as line items in the Schedule of Values will be treated as individual projects for the purposes of Progress Payments, Substantial Completion, Project Completion, and withholding of retention amounts.

6. CONSTRUCTION SCHEDULE

{Insert Construction Schedule}

7. INFORMATION UPON WHICH AMENDMENT IS BASED

The Contract Sum and Contract Time set forth in the Amendment are based on the following:

- a) Scope of Work: The finalized scope of work to be performed under the original Agreement is revised and clarified as set forth in this Amendment as follows:

(1) INSERT DETAILED CONSTRUCTION SCOPE HERE

- b) Drawings

- (1) Scope of Work defined in 7.b supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the project.

Number	Title	Date
01		

- c) Specifications

- (1) Scope of Work defined in 7.b supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the project.

Number	Title	Date
01		

- d) Supplementary and other Conditions of the Contract
(1) {list, if applicable}
 - e) Deviations from the Performance Contract Program Requirements as identified in SCHEDULE A.6:
(1) {insert scope of work deviations from program requirements}
- 8. PERFORMANCE CONTRACTOR’S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- a) The Performance Contractor’s key personnel are identified below:
(1) {insert list of project team, personnel, contractors and suppliers}

This Amendment to the Agreement entered into as of the day and the year first written above.

WES	CUSTOMER
Signed _____	Signed _____
Name _____	Name _____
Date _____	Date _____

EXHIBIT 2. CERTIFICATE OF SUBSTANTIAL COMPLETION

Project		Project Number:	
From:	WES	To (Customer):	[CUSTOMER NAME]
	[WES Address]		[Customer Address]
	[WES Address]		[Customer Address]

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY FOR USE SHALL INCLUDE:

Scope of Work A *{Identify the Work, or portion thereof per the schedule of values, that is substantially complete}*

The Work performed under this Performance Contract has been reviewed and found, to the best of the Customer’s knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Performance Contract Documents so that the Customer can occupy or utilize the work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the ESPC Documents, except as stated below:

{Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement}

Warranty	Date of Commencement
Equipment A,	

OWNER’S REPRESENTATIVE	BY <i>(Signature)</i>	DATE OF ISSUANCE
------------------------	-----------------------	------------------

A list of items to be completed or corrected is attached hereto. The failure to include any items on such a list does not alter the responsibility of WES to complete all Work in accordance with the Performance Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The estimated cost of work that is incomplete or defective: \$ 0.00

WES will complete or correct the Work on the list of items attached hereto within [___] days from the above date of Substantial Completion:

PERFORMANCE CONTRACTOR	BY <i>(Signature)</i>	DATE
------------------------	-----------------------	------

The Customer accepts the Work or designated portion as substantially complete and will assume full possession thereof on the above date of Substantial Completion:

CUSTOMER	BY <i>(Signature)</i>	DATE
----------	-----------------------	------

The responsibilities of the Customer and WES for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows (e.g., Security, Maintenance, Heat, Utilities, Damage to the Work, Insurance):

EXHIBIT 3. CERTIFICATE OF ACCEPTANCE – PROJECT FINAL COMPLETION

This is to certify that a final inspection of the Project has been conducted jointly by WES and City of Dublin, and that the parties have determined that the Project has been fully completed in accordance with the Contract Documents. All guarantees and warranties that have not commenced previously shall commence as of the date of completion below.

Customer accepts the Project as being fully completed and assumes responsibility for maintenance, custodial care, and utilities for the premises. WES remains responsible for correcting errors and omissions discovered subsequent to the execution of this document and to respond to claims made under applicable warranties.

WES

Signed _____

Name _____

Date _____

CUSTOMER

Signed _____

Name _____

Date _____

3615541.1

EXHIBIT 1. PERFORMANCE CONTRACT AMENDMENT

This Amendment is incorporated into the accompanying Energy Savings Performance Contract dated the 20th day of November, 2020 (the “Agreement”) for the following:

PROJECT: City of Dublin Energy Reduction, Core Facility Infrastructure & Resiliency Upgrades

THE CUSTOMER: City of Dublin

THE PERFORMANCE CONTRACTOR: Willdan Energy Solutions, Inc.

The Customer and Performance Contractor hereby amend the Agreement as follows.

TABLE OF ARTICLES

1. CONTRACT SUM
2. CONTRACT TIME
3. CONSTRUCTION SCHEDULE
4. INFORMATION UPON WHICH AMENDMENT IS BASED
5. PERFORMANCE CONTRACTOR’S PERSONNEL, CONTRACTORS AND SUPPLIERS
6. COST OF THE WORK

1. CONSTRUCTION-PHASE CONTRACT SUM

- a) Stipulated Sum based on predetermined, not-to-exceed fees:
 - (1) The Stipulated Sum shall be (\$21,428,950.00), subject to authorized adjustments as provided in the Design-Build Documents.
 - (2) The Stipulated Sum is based on the Cost of Work and Performance Contractor’s Fees as detailed in ARTICLE 5 (SCHEDULE OF VALUES) below.

2. CHANGES IN THE CONSTRUCTION-PHASE CONTRACT SUM:

- a) Any overage in the cost of the Scope of Work in SCHEDULE A (SCOPE OF WORK) shall be the responsibility of WES.
- b) Changes to the contract sum are warranted for, but are not limited to: Hazardous materials, additions or modifications to the Scope of Work, and Differing Site Conditions as defined in EXHIBIT 8 - Differing Site Conditions. All additional costs associated with these items shall be the responsibility of Customer.

3. GUARANTEE-PHASE CONTRACT SUM

- a) Customer shall pay WES annual payments for Guarantee-Phase Services the amounts listed below, subject to the Services Agreement set forth in SCHEDULE B and any other applicable terms of this agreement:

(1) Year One:	\$0.00 (included in Construction-Phase Contract Sum)
(2) Year Two:	\$34,502 for M&V Option B projects and \$14,568 for Option A & C projects at client’s request. Only one year of Guarantee-Phase Services have been included.
(3) Beyond Year Two:	Cost for year three and beyond will be based on costs for year two and will be escalated by 3% for each year thereafter.
- b) Customer may cancel the Guarantee-Phase Services on any anniversary date or at the end of Customer’s fiscal year. If Customer cancels these services, WES reserves the right to cancel the Energy Savings Guarantee as outlined in the Investment Grade Audit Report, Appendix E, Measurement & Verification Plan.

4. CONTRACT TIME

- a) Date of commencement of construction will be based on the execution of this document or an issued Notice to Proceed, whichever is the latter.
- b) The estimated contract duration is 367 calendar days from the date of commencement of construction.
- c) Weather disruptions, availability of necessary equipment, remediation of hazardous materials, and other delays beyond the control of WES shall not count toward the construction timeframe in SECTION 5 (COMMENCEMENT DATE AND TERMS).
- d) Guarantee Commencement Date shall start on the date of the Certificate of Project Completion.

5. SCHEDULE OF VALUES

- a) WES will prepare and submit a complete schedule of values along with initial Application for Payment at the end of the first month after the execution of this Amendment. Progress payments will be per Section 7 of the Energy Savings Performance Contract following the initial payment, which will be due 60 days after contract execution. Projects listed as line items in the Schedule of Values will be treated as individual projects for the purposes of Progress Payments, Substantial Completion, Project Completion, and withholding of retention amounts.

6. PRELIMINARY CONSTRUCTION SCHEDULE (SCHEDULE IS SHOWN IN BUSINESS DAYS)

Task Mode	Task Name	Duration	Start	Finish
	CITY OF DUBLIN	261 days	Tue 7/20/21	Tue 7/19/22
	00 - PRECONSTRUCTION	20 days	Tue 7/20/21	Mon 8/16/21
	Notice to Proceed	0 days	Tue 7/20/21	Tue 7/20/21
	Subcontracts	10 days	Tue 7/20/21	Mon 8/2/21
	Submittals	2 wks	Tue 8/3/21	Mon 8/16/21
	01 - MEP UPGRADES	112 days	Tue 8/17/21	Wed 1/19/22
	LIBRARY RENOVATION	77 days	Tue 8/17/21	Wed 12/1/21
	SENIOR CENTER	77 days	Tue 8/17/21	Wed 12/1/21
	SHANNON COMMUNITY CENTER	16 days	Wed 12/1/21	Wed 12/22/21
	FIRE STATION 16	37 days	Tue 11/9/21	Wed 12/29/21
	FIRE STATION 17	97 days	Tue 8/17/21	Wed 12/29/21
	FIRE STATION 18	112 days	Tue 8/17/21	Wed 1/19/22
	HERITAGE PARK & MUSEUM	65 days	Tue 8/17/21	Mon 11/15/21
	02 - DER UPGRADES	251 days	Tue 8/3/21	Tue 7/19/22
	03 - SPORTS LIGHTING	81 days	Tue 8/17/21	Tue 12/7/21
	DUBLIN SPORTS GROUNDS	21 days	Tue 8/17/21	Tue 9/14/21
	EMERALD GLEN PARK	16 days	Tue 9/14/21	Tue 10/5/21
	KOLB PARK	16 days	Tue 10/5/21	Tue 10/26/21
	FALLON SPORTS PARK	31 days	Tue 10/26/21	Tue 12/7/21
	Substantial Completion	0 days	Tue 12/7/21	Tue 12/7/21
	04 - TRAFFIC SIGNALS	122 days	Tue 8/17/21	Wed 2/2/22
	05 - GENERATORS	134 days	Tue 8/17/21	Fri 2/18/22
	Lead Time	12 wks	Tue 8/17/21	Mon 11/8/21
	Shannon Community Center	28 days	Tue 11/9/21	Thu 12/16/21
	Station 16	10 days	Fri 12/17/21	Thu 12/30/21
	Station 17	10 days	Fri 12/31/21	Thu 1/13/22
	Station 18	2 days	Fri 1/14/22	Mon 1/17/22
	Library	25 days	Mon 1/17/22	Fri 2/18/22
	06 Lighting - Interior and Exterior	120 days	Tue 8/17/21	Mon 1/31/22
	07 FINAL COMPLETION	0 days	Tue 7/19/22	Tue 7/19/22

7. INFORMATION UPON WHICH AMENDMENT IS BASED

The Contract Sum and Contract Time set forth in the Amendment are based on the following:

- a) Scope of Work: The finalized scope of work to be performed under the original Agreement is revised and clarified as set forth in this Amendment as follows:

(1) MECHANICAL, ELECTRICAL & PLUMBING (MEP) UPGRADES & REPLACEMENTS

(a) DUBLIN LIBRARY:

- (i) **General Scope and Intent:** Replace (5) rooftop packaged units and one gas-fired boiler
- (ii) **Demolition:** Remove and dispose of the existing equipment, piping, and electrical not to be used with the new HVAC systems.
 - (a) Remove and dispose of (5) existing package units.
 - (b) Remove and dispose of (1) Heating Hot Water Boiler.
 - (c) Remove and dispose of existing VAV air-flow sensors (typ. 21)
 - (d) Remove and dispose of existing VAV zone temperature sensors
- (iii) **New Work:**
 - (a) Install (5) new package units. Provide curb adaptors as needed. New HVAC units shall be York or Willdan approved equivalent.
 - (b) Reconnect existing power to (5) new package units.
 - (c) Install new air-flow sensors at VAV terminals (typ. 21).
 - (d) Install (1) new gas-fired HHW Condensing Boiler w/ new expansion tank, circulation pipe, local sensors, gauges and instrumentation as needed. Provide power to new equipment as needed.
 - (e) Install new Pelican Wireless system to control VAV damper actuators, package units, and heating hot water loop temperature setpoints. *Equipment includes:*
 - (i) (1) Z24 Zone Controller for ACU-1
 - (ii) (4) Z8 Zone Controller for ACU-2,3,4,5
 - (iii) (1) GW400 Gateway
 - (iv) (3) WR400 Repeaters
 - (v) (21) TS250 CO2 Thermostats
 - (vi) (22) TA-1 Sensor Adapters (one for flow confirmation)
 - (vii) (21) Probe T-1 Supply Air Sensors
 - (viii) (2) Probe T-3 Pipe Sensors (water loop temp display)
 - (ix) (1) TS200 Thermostat (water loop temp display)
 - (x) (1) Pearl (water loop temp display)
 - (xi) (1) PM-5 Power Control Module (enables boiler and pump)
 - (xii) (1) BUN PTAC-3 Line Voltage Thermostat (EF-3)
 - (f) Additional Non-Pelican Equipment:
 - (i) Install new Belimo zone damper actuators as needed. (If existing zone damper actuators can operate as 24VAC floating/open/close, they may be reused).
 - (ii) (21) Belimo retrofit water valve actuators (if existing water valve actuators can operate as 24VAC power open/power close or power open/spring closed, they may be reused).
 - (g) **Test, Adjustment, and Balancing:** Test, adjustment and balance shall be performed on newly installed equipment to ensure it is delivering air/water flow per design including:
 - (i) Outside air flows of (5) AHUs shall be balanced to meet ventilation requirements per design.
 - (ii) (21) VAV airflow sensors to be calibrated to ensure correct airflow is delivered from VAV box.
 - (iii) Water balancing of heating hot water system shall be performed.
 - (h) **Commissioning:** Willdan shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, and perform functional performance tests, and generate final commissioning report.
 - (i) Provide facility training and turnover.

(b) SENIOR CENTER:

- (i) **General Scope and Intent:** Scope includes replacing (11) rooftop packaged units and installing a new controls system.
- (ii) **Demolition:** Remove and dispose of existing equipment and piping not to be re-used with the new system.
 - (a) Remove and dispose of (11) existing packaged gas/electric rooftop units
 - (b) Remove and dispose of existing wall-mounted thermostats (typ. 12).
- (iii) **New Work:**
 - (a) Install (11) new packaged gas/electric rooftop units. New HVAC units shall be York or Willdan approved equivalent.
 - (b) Install new Pelican Wireless system to control the new and existing HVAC equipment. *Equipment includes:*
 - (i) (1) GW400 Gateway
 - (ii) (2) WR400 Repeaters
 - (iii) (12) TS250 CO2 Thermostats
 - (iv) (1) Pearl Economizer Controller
 - (v) (1) PM-5 Power Control Module
 - (c) **Test, Adjustment, and Balancing:** Test, adjustment and balance shall be performed on newly installed equipment to ensure it is delivering airflow per design including:

- (i) Outside air flows of (11) RTUs shall be balanced to meet ventilation requirements per design.
- (d) **Commissioning:** Willdan shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, and perform functional performance tests, and generate final commissioning report.
- (e) Provide facility training and turnover.

(c) **SHANNON COMMUNITY CENTER**

- (i) **Retro Commissioning:** Scope includes modifications to the operating parameters of (15) Split-DX systems.
 - (a) Equipment operating schedules to be reviewed and modified to capture unoccupied savings without adversely affecting occupied conditions.
 - (b) Setpoints for occupied and unoccupied operation to be adjusted for optimal building performance and energy efficiency.
 - (c) Outside air damper operation optimized for energy efficiency and building ventilation requirements.
 - (d) Exclusions: Repairs, replacements or modifications to existing equipment and associated fans and control wiring.

(d) **FIRE STATION 16**

- (i) **New Work:** Install new Pelican Wireless system to control the new and existing HVAC equipment.
Equipment Includes:
 - (a) (1) GW400 Gateway
 - (b) (2) WR400 Repeaters
 - (c) (7) TS250 or TS200 Thermostats
 - (d) (7) TA-1 Sensor Adapters (for supply air temperature display)
 - (e) (7) Probe T-1 Supply Air Sensors (for supply air temperature display)
- (f) **Commissioning:** Willdan shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, and perform functional performance tests, and generate final commissioning report.
- (g) Provide facility training and turnover.

(e) **FIRE STATION 17:**

- (i) **General Scope and Intent:** Replace (4) split-systems that supply heating and cooling to the occupied areas of the station.
- (ii) **Demolition:** Remove and dispose of existing equipment and piping not to be re-used with the new system.
 - (a) Remove and dispose of (4) existing split systems
 - (b) Remove and dispose of existing wall-mounted thermostats (typ. 5).
- (iii) **New Work:**
 - (a) Installation of (4) new split systems. New HVAC units shall be York or Willdan approved equivalent.
 - (b) Install new Pelican Wireless system to control the new and existing HVAC equipment. *Equipment Includes:*
 - (i) (1) GW400 Gateway
 - (ii) (2) WR400 Repeaters
 - (iii) (16) TS250 CO2 Thermostats (2 for Truck Bay unit heaters)
 - (iv) (1) TS200 (mini-split)
 - (v) (2) Pearls
 - (vi) (3) Z8 Zone Controllers
 - (vii) (17) TA-1 Sensor Adapters (supply air sensing)
 - (viii) (17) Probe T-1 Supply Air Sensors (supply air sensing)
 - (c) Provide facility training and turnover.
 - (d) **Commissioning:** Willdan shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, and perform functional performance tests, and generate final commissioning report.

(f) **FIRE STATION 18:**

- (i) **General Scope and Intent:** Replace (2) split-systems that supply heating and cooling to the occupied areas of the fire station.
- (ii) **Demolition:** Remove and dispose of existing equipment and piping not to be re-used with the new system:

- (a) Remove and dispose of (2) existing split systems
- (b) Remove and dispose of existing wall-mounted thermostats (typ. 4).
- (iii) **New Work:**
 - (a) Installation of (2) new split systems. New HVAC units shall be York or Willdan approved equivalent.
 - (b) Install new Pelican Wireless system to control the new and existing HVAC equipment. *Equipment includes:*
 - (i) (1) GW400 Gateway
 - (ii) (2) WR400 Repeaters
 - (iii) (10) TS250 CO2 Thermostats (2 for unit heaters)
 - (iv) (1) TS200 (mini-split)
 - (v) (2) Pearls
 - (vi) (2) Z8 Zone Controllers
 - (vii) (10) TA-1 Sensor Adapters (supply air sensing)
 - (viii) (10) Probe T-1 Supply Air Sensors (supply air sensing)
 - (c) Provide facility training and turnover.
 - (d) **Commissioning:** Willdan shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, and perform functional performance tests, and generate final commissioning report.

(g) HERITAGE PARK & MUSEUM:

- (i) **General Scope and Intent:** Replace (1) packaged unit located at the Museum.
- (ii) **Demolition:** Remove and dispose of existing equipment and piping not to be re-used with the new system.
 - (a) Remove and dispose of (1) existing floor-mounted gas/electric packaged unit at the Museum only.
 - (b) Remove and dispose of existing wall-mounted thermostats at Heritage Park and Museum
- (iii) **New Work:**
 - (a) HVAC Upgrades (Museum Only)
 - (b) Install one new floor-mounted packaged unit and reconnect to existing ductwork. New HVAC unit shall be York or Willdan approved equivalent.
 - (c) Reconnect power to new equipment.
 - (d) Control Upgrades: Install new Pelican Wireless system to control the new and existing HVAC equipment. Pelican Wireless equipment at each facility includes:
 - (e) **Kolb house:**
 - (i) (3) TS250 Thermostats
 - (ii) (3) TA-1 Sensor Adapters
 - (iii) (3) Probe T-1 Supply Air Sensors
 - (iv) (2) Mini-split conventional Thermostat Interface (CTI) Boards
 - (v) (2) 24VAC transformers for CTIs
 - (f) **Sunday School Barn:**
 - (i) (1) TS250 Thermostat
 - (ii) (1) TA-1 Sensor Adapter
 - (iii) (1) Probe T-1 Supply Air Sensor
 - (g) **Church:**
 - (i) (1) TS250 Thermostat
 - (ii) (1) TA-1 Sensor Adapter
 - (iii) (1) Probe T-1 Supply Air Sensor
 - (h) **Museum:**
 - (i) (2) TS250 Thermostats
 - (ii) (2) TA-1 Sensor Adapter
 - (iii) (2) Probe T-1 Supply Air Sensor
 - (i) **Commissioning:** Willdan shall develop the commissioning plan, review construction documents, develop functional test procedures, coordinate commissioning activities, verify startup tests, and perform functional performance tests, and generate final commissioning report.
 - (j) Provide facility training and turnover.

- (h) **MEP Exclusions:** Overtime, temporary heating and cooling, fire/smoke dampers, duct-mounted smoke detectors, access doors, structural work and structural engineering, asbestos testing and abatement, new duct work except as needed to accommodate installation of new units, duct cleaning, and fireproofing or caulking of existing penetrations. TAB on existing equipment to remain, distribution ductwork, distribution piping, and associated dampers, diffusers, and valves, other than what is specifically stated within this section to accommodate the installation of new equipment. Salvage of equipment scheduled for removal. View-limiting screening of new or

existing equipment. Work required to bring existing systems up to code that are not a part of this scope, including but not limited to ADA and Fire Life Safety.

(2) DISTRIBUTED ENERGY RESOURCE & RESILIENCY UPGRADES

- (a) Turnkey installation and user training of Solar PV and battery energy storage systems at the following locations. This scope of work includes an allowance to be used toward mandated items from authorities having jurisdiction such as, but not limited to: tree removal, transformers, roof safety tie-offs, and increased utility interconnection fees. The allowance for this scope of work, including all labor, equipment, and materials is \$100,000. The allowance value will be reconciled after the scopes of work are completed.
 - (i) **Civic Center**
 - (a) Install 232 kW solar PV on new painted carport structure with under canopy lighting
 - (i) The clear height for all arrays will be 10' from grade.
 - (ii) String inverters will be column mounted.
 - (iii) New LED canopy lighting fixtures will be tied into existing parking lot lighting power circuit.
 - (b) Install 32 kW/ 64 kWh battery energy storage system with programming to operate for economic benefit - peak shaving/ rate arbitrage
 - (c) Tree removal as required for new carport (out of owner directed allowance)
 - (ii) **Dublin Library**
 - (a) Install 128 kW solar PV on rooftop.
 - (iii) **Corporation Yard**
 - (a) Install 47 kW roof mount solar PV system.
 - (b) Install 100 kW/ 165 kWh battery storage system with microgrid controller and programming
 - (iv) **The Wave**
 - (a) Install swimming pool control system firmware upgrade
 - (b) Install 525 kW solar PV on new painted carport structure with under canopy lighting
 - (i) The clear height for all arrays will be 10' from grade.
 - (ii) String inverters will be column mounted.
 - (iii) New LED canopy lighting fixtures will be tied into existing parking lot lighting power circuit.
 - (c) Install 500 kW / 1100 kWh battery storage system, microgrid controller and programming
 - (d) Light pole and tree removal as needed (out of owner directed allowance)
 - (e) Parking stall re-striping under footprint of solar array
 - (v) **Senior Center**
 - (a) Install 38 kW roof mounted solar PV system
 - (b) Install 100 kW/ 165 kWh battery storage system with microgrid controller and programming
 - (vi) **Fire Station 17**
 - (a) Install 23 kW roof mounted solar PV system
 - (vii) **Fire Station 18**
 - (a) Install 13 kW roof mounted solar PV system
 - (viii) **Fallon Sports Park**
 - (a) Install 59 kW solar PV on new carport structure with under canopy lighting
 - (i) The clear height for all arrays will be 10' from grade.
 - (ii) String inverters will be column mounted.
 - (iii) New LED canopy lighting fixtures will be tied into existing parking lot lighting power circuit.
 - (b) Light pole removal as needed for new carport, including grind down and asphalt patch if needed (out of owner directed allowance).
 - (c) Tree removal as needed (out of owner directed allowance).
 - (d) Parking stall re-striping under footprint of solar array
- (b) Allowance for Public Safety Complex and Dublin Sports Grounds solar PV and EV charging installations. The allowance for this scope of work, including all labor, equipment, and materials is \$3,284,500. The allowance value will be reconciled after the scopes of work are completed. The schedule for these scopes of work will be defined at the completion of the design and will be incorporated into the contract through an amendment to the contract.
 - (i) **Public Safety Complex**
 - (a) Install 136 kW roof mounted and carport solar PV system to offset future EV charging loads
 - (b) Install three (3) dual-port Level 2 EV Charging Stations in parking lot, adding six (6) new EV charging spaces to the site
 - (c) Install one (1) 220V Motorcycle charging outlet

- (d) Install electric infrastructure to create nine (9) new EV Capable Spaces in parking lot (no charging station to be installed)
- (ii) **Dublin Sports Grounds**
 - (a) Install 200 kW carport solar PV system to offset future EV charging loads
 - (b) Install (14) dual-port Level 2 EV Charging Stations in parking lot, adding twenty-eight (28) new EV charging spaces to the site
 - (c) Install two (2) 60 kW DC Fast Chargers (DCFC)
 - (d) Install electric infrastructure to create forty-two (42) new EV Capable Spaces in parking lot (no charging station to be installed)
- (c) Exclusions: Transformer upgrades, EV charging stations (except where specified), interconnection fees above \$800, parking lot reconfiguration at Civic Center, parking lot ADA upgrades, striping unless noted otherwise, grading, curb and gutter, site work, galvanizing metal carports, landscape and irrigation modifications, and tree removal unless noted otherwise. Replanting of any removed trees.

(3) INTERIOR & EXTERIOR LIGHTING RETROFITS

- (a) Turnkey installation of LED lighting retrofits and replacements for the following locations: Dublin Library, Senior Center, Shannon Community Center, The Wave, Corporation & Maintenance Yard, Heritage Park & Museums, and Fire Stations 16, 17, & 18.
- (b) Retrofit strategies include the following:
 - (i) Replace linear fluorescent T-8 lamps and ballasts with LED lamps and drivers in existing fixtures
 - (ii) Retrofit incandescent and CFL screw-in lamps with new screw-in LEDs
 - (iii) Replace or retrofit recessed can fixtures with LEDs
 - (iv) Replace compact fluorescent lamps (CFL) plug-in lamps with LED plug-in lamps
 - (v) Where not currently in place but where appropriate, install wireless vacancy sensors with option to shut off interior lighting when rooms are unoccupied
 - (vi) Replace CFL and HPS wall packs at exterior areas with new LED wall packs
 - (vii) Replace metal halide (MH) and high pressure sodium (HPS) flood lamps with new LED fixtures
 - (viii) Replace MH & HPS pole light heads with new LED area lights
 - (ix) Replace existing CFL and HPS, surface and canopy-mounted fixtures, with new LED fixtures
 - (x) Where applicable, new LED fixtures will come equipped with occupancy sensors
 - (xi) Existing structural attachments will be reused.
 - (xii) Disposal of removed lamps and ballasts with disposal manifests will be performed per EPA, or other state and local regulations.
- (c) Exclusions: Controls integration into building automation system; new electrical work; new conduit, new circuits, breakers, switchgear and upgrades to existing equipment; grounding existing luminaires which are not grounded and being retrofit; retrofitting or replacing task lighting, furniture, decorative or stage light fixtures; and performing any work on exterior light fixtures located on the same pole or within ten feet of utility lines. Work related to existing fixtures receiving a voltage greater than 240V. Repair or replacement of existing poles and pole bases.

(4) CITY PARK LIGHTING

- (a) Turnkey installation (interior and exterior) of LED lighting retrofits and replacements for the following locations: Alamo Creek Park, Emerald Glen Park, Fallon Sports Park, Shannon Park, Ted Fairfield Park,
- (b) Turnkey installation (exterior only) of LED lighting retrofits and replacements for the following locations: Bray Commons, Dolan Park, and Mape Memorial Park.
- (c) Improved lighting coverage at the following locations:
 - (i) Mape Memorial Park
 - (a) Install new light pole at the south end of the pedestrian bridge
 - (b) Add 2 new light poles along walkway between north park entrance and pedestrian bridge
 - (ii) Ted Fairfield Park
 - (a) Add new light pole by bridge entrance
 - (b) Add wall pack lighting on restroom building
 - (iii) Alamo Creek Park.
 - (a) Install 2 light poles on northwest edge of parking lot
 - (b) Install 1 new light pole at bridge entrance
 - (c) Install new light fixtures on existing poles in playground area.

- (d) Exclusions: Controls integration into building automation system, retrofitting or replacing task lighting, furniture, decorative or stage light fixtures; and performing any work on exterior light fixtures located on the same pole or within ten feet of utility lines. Work related to existing fixtures receiving a voltage greater than 240V; Applicable to existing light fixtures receiving retrofit or replacement: new electrical work; new conduit, new circuits, breakers, switchgear and upgrades to existing equipment; grounding existing luminaries which are not grounded and being retrofit Repair or replacement of existing poles and pole bases.

(5) STREET LIGHTING

- (a) LED retrofit of 1,574 existing streetlights at Dublin Ranch Special District.
- (b) Exclusions: Lighting controls or controls integration; new electrical work; new conduit, new circuits, breakers, switchgear and upgrades to existing equipment; grounding existing luminaries which are not grounded and being retrofit; performing any work on exterior light fixtures located on the same pole or within ten feet of utility lines. Work related to existing fixtures receiving a voltage greater than 240V. Repair or replacement of existing poles and pole bases. Painting of existing poles and fixtures.

(6) ELECTRICAL & GENERATOR UPGRADES

- (a) Furnish and install new motor generator at Shannon Community Center
 - (i) New generated shall be rated for 150 kW
 - (ii) Generator shall be provided with a weatherproof enclosure
 - (iii) New fuel tank shall be sized to provide 72 hours of continuous generator run-time
 - (iv) New structural pad shall be installed
 - (v) New power, control, and communications shall be installed
- (b) Replace motor generator at Fire Station #16
 - (i) New generator rated for a minimum of 50 kW
 - (ii) New generator shall be installed in the same location as existing
 - (iii) Existing structural pad to be reused and modified as necessary
 - (iv) Existing fuel tank to be reused and replumbed as necessary to new generator
 - (v) Existing electrical to be reused
- (c) Replace motor generator at Fire Station #17
 - (i) New generator rated for a minimum of 50 kW
 - (ii) New generator shall be installed in the same location as existing
 - (iii) Existing structural pad to be reused and modified as necessary
 - (iv) Existing fuel tank to be reused and replumbed as necessary to new generator
 - (v) Existing electrical to be reused
- (d) Replace motor generator at Fire Station #18
 - (i) New generator rated for a minimum of 50 kW
 - (ii) New generator shall be installed in the same location as existing
 - (iii) Existing structural pad to be reused and modified as necessary
 - (iv) Existing fuel tank to be reused and replumbed as necessary to new generator
 - (v) Existing electrical to be reused
- (e) Furnish and install new motor generator at Dublin Library
 - (i) New generated shall be rated for 300 kW
 - (ii) Generator shall be provided with a weatherproof enclosure
 - (iii) New fuel tank shall be sized to provide 72 hours of continuous generator run-time
 - (iv) New structural pad shall be installed
 - (v) New power, control, and communications shall be installed
 - (vi) New automatic transfer switch shall be installed
- (f) Exclusions: Replacement of existing switchboards, transformers, conduit, conductors, other electrical, or fuel tanks; installation of a new automatic transfer switch or replacement of existing unless otherwise specified.

(7) SPORTS LIGHTING:

- (a) Replace existing metal halide sports lights with Musco LED lighting system. Scope includes retrofits, relights, new lighting system installation, training and pre-demolition and post-install measurements for the following Projects:
 - (i) Dublin Sports Grounds:
 - (a) Install new lighting at Baseball and Soccer fields
 - (ii) Emerald Glen Park:
 - (a) Install new lighting for (2) tennis courts, (2) basketball courts and Skate Park
 - (iii) Fallon Sports Park:
 - (a) Install new lighting for Soccer Fields 2 & 4, (1) baseball field, (2) softball fields, (4) tennis courts, (4) basketball courts,
 - (iv) Kolb Park:
 - (a) Install new lighting for (2) tennis courts
- (b) Provide remote lighting controls for the following projects:
 - (i) Dublin Sports Grounds:
 - (a) Baseball and Soccer fields
 - (ii) Fallon Sports Park:
 - (a) Soccer Fields 2 & 4, (1) baseball field, (2) softball fields
- (c) Exclusions: Replacement of existing switchboards, switchgear, transformers, conduit, conductors, other electrical. New electrical work; new conduit, new circuits, breakers, switchboards; grounding existing luminaries which are not grounded and being retrofit. Repair or replacement of existing poles and pole bases.

(8) TRAFFIC SIGNAL RESILIENCY UPGRADES

- (a) Remove the existing battery backup system and install a hydrogen fuel cell system for the following (11) intersections:

Intersection Name	Backup Power System Type
Dublin Blvd at Dougherty Rd	Fuel Cell
Dublin Blvd at Hacienda Dr	Fuel Cell
Hacienda Dr at Martinelli Way	Fuel Cell
Dublin Blvd at Tassajara Rd	Fuel Cell
Dublin Blvd at Fallon Rd	Fuel Cell
Fallon Rd at Fallon Gateway	Fuel Cell
Dublin Blvd at Village Pkwy	Fuel Cell
Dublin Blvd at San Ramon Rd	Fuel Cell
Tassajara Rd at Fallon Rd	Fuel Cell
Gleason Dr at Tassajara Rd	Fuel Cell
Dublin Blvd at Arnold Rd	Fuel Cell

- (i) Vegetation removal, irrigation modifications, concrete pads, new raceways, and relocation of existing service pedestal and/or other utility cabinets are included for each location in subparagraph (a).
- (ii) Salvage of existing Alpha or Myers Battery Backup Systems complete is included for each location in subparagraph (a).
- (iii) The following equipment, or equivalent as approved by Willdan, is included for each location in subparagraph (a):
 - (a) (1) Altery Freedom TSP Fuel Cell System
 - (b) (6) Type "K" Hydrogen cylinders, fully filled
 - (c) (1) Altery Hydrogen fuel enclosure
- (b) Remove and replace existing battery backups at the following (6) intersections:

Intersection Name	Backup Power System Type
Dougherty Rd at Amador Valley Blvd	Battery Backup
San Ramon Rd at Amador Valley Blvd	Battery Backup
Village Pkwy at Amador Valley Blvd	Battery Backup
Hacienda Dr at Gleason Dr	Battery Backup
Gleason Dr at Fallon Rd	Battery Backup
Horizon Pkwy at Arnold Rd	Battery Backup

- (i) Salvage of existing Alpha or Myers Battery Backup Systems complete is included for each location in subparagraph (b).
- (ii) The following equipment, or equivalent as approved by Willdan, is included for each location in subparagraph (b):
 - (a) (1) SP1250LX-N-48VDC UPS System
 - (b) (1) SP-09A2 Internal SNMP Card
 - (c) (1) SPD-302C Bypass Switch with GFI/Duplex, Generator Cable and Connector
 - (d) (1) SPLX-48 Internal Fast Battery Charger 48 VDC
 - (e) (1) SP-24B Dual Battery Cable
 - (f) (1) OP96D Set of 8 Outpost 51 AMP HR Batteries
 - (g) (1) CBS-127 UPS System Cabinet with thermal options and Corbin lock. Natural Aluminum Finish
- (c) Furnish and install new Clary SP1250LX battery backup system complete, or equivalent as approved by Willdan, at the following four (4) intersections that do not have an existing backup system:

Intersection Name	Backup Power System Type
Dublin Blvd at Amador Plaza Rd	Battery Backup
Dublin Blvd at Scarlett Dr	Battery Backup
Dougherty Rd at Scarlett Dr	Battery Backup
Amador Valley Blvd at Amador Plaza Rd	Battery Backup

- (i) All equipment identified in subparagraph (b)(ii) is included for each location in subparagraph (c)
- (ii) No demolition is anticipated for this scope.
- (d) Furnish (1) additional Clary SP1250LX battery backup system complete, or equivalent as approved by Willdan, including equipment identified in (b)(ii) for the future traffic signal at Horizon Pkwy. & Scarlett Dr. Installation is excluded from this scope.
- (e) Exclusions: Refilling and topping off of hydrogen cylinders and performing annual maintenance on hydrogen fuel cell systems and battery backup systems.

b) Drawings

- (1) Scope of Work defined in 7(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the project.

Sheet	Title	Drawing Set	Date
T000	Title Sheet	Shannon Community Center Electrical Renovations	3/5/2021
G001	Legends & General Notes	Shannon Community Center Electrical Renovations	3/5/2021
G002	Legends & Abbreviations PG2	Shannon Community Center Electrical Renovations	3/5/2021
E100	Electrical Site Plan	Shannon Community Center Electrical Renovations	3/5/2021
E700	One-Line Diagram	Shannon Community Center Electrical Renovations	3/5/2021
T000	Title Sheet	City of Dublin Library Renovation	3/5/2021
G001	Legends & General Notes	City of Dublin Library Renovation	3/5/2021
G002	Legends & Abbreviations PG2	City of Dublin Library Renovation	3/5/2021
G003	General Notes	City of Dublin Library Renovation	3/5/2021

G004	General Notes PG2	City of Dublin Library Renovation	3/5/2021
MD101	HVAC Floor Plan – Demo	City of Dublin Library Renovation	3/5/2021
MD102	HVAC Roof Plan - Demo	City of Dublin Library Renovation	3/5/2021
M101	HVAC Floor Plan – New Work	City of Dublin Library Renovation	3/5/2021
M102	HVAC Roof Plan – New Work	City of Dublin Library Renovation	3/5/2021
M500	HVAC Details	City of Dublin Library Renovation	3/5/2021
M600	HVAC Schedules	City of Dublin Library Renovation	3/5/2021
M601	Title-24 Compliance Forma	City of Dublin Library Renovation	3/5/2021
E100	Electrical Site Plan	City of Dublin Library Renovation	3/5/2021
E101	Electrical Power Plan – Main Level	City of Dublin Library Renovation	3/5/2021
E102	Electrical Power Plan – Roof	City of Dublin Library Renovation	3/5/2021
E500	Electrical Details	City of Dublin Library Renovation	3/5/2021
E600	Electrical Schedules	City of Dublin Library Renovation	3/5/2021
E700	One-Line Diagram	City of Dublin Library Renovation	3/5/2021
L201	Lighting Plan – Main Level	City of Dublin Library Renovation	3/5/2021

c) Specifications

- (1) Scope of Work defined in 7(a) supersedes any scope defined in the Drawings and Specifications. The Drawings and Specifications are provided to provide layout, quantities and general quality of equipment and materials to be incorporated in the project.

Spec Section	Title
010000	General Requirements
230100	General Mechanical Requirements
230500	Common Work Results for HVAC
230513	Common Motor Requirements for HVAC Equipment
230519	Meters and Gages for HVAC Piping
230553	Identification for HVAC Systems
230593	TAB for HVAC
230700	HVAC Insulation
230800	Commissioning for HVAC
230900	Building Automation Controls
230983	Control System Validation & Commissioning
232113	HVAC Piping, Valves & Fittings
232123	Hydronic Pumps
232300	Refrigerant Piping & Fittings
232500	HVAC Water Treatment
235215	Condensing Boilers
237413	Packaged Rooftop Units
238119	Self-contained Air Conditioners & Heaters
260010	General Electrical Requirements
260500	Common Work Results for Electrical
260519	Electrical Power Conductors & Cables
260526	Grounding & Bonding of Electrical Systems

260533	Raceways & Boxes for Electrical Systems
260553	Identification for Electrical Systems
263213	Diesel Engine Generators
263600	Transfer Switches
265100	Interior Lighting
265600	Exterior Lighting

d) Supplementary and other Conditions of the Contract

(1) Investment Grade Audit Report dated 07/05/21, including the following Appendices:

Appendix	Title
A	HVAC & Controls Upgrades
B	LED Lighting & Lighting Controls Upgrade
C	Traffic Signal Resiliency
D	Emergency Generators
E	M&V Plan
F	Additional Information

(a)

e) Deviations from the Performance Contract Program Requirements as identified in SCHEDULE A.6:

(1) none

8. PERFORMANCE CONTRACTOR'S PERSONNEL, CONTRACTORS AND SUPPLIERS

a) The Performance Contractor's key personnel are identified below:

Name	Title	Email	Mobile
Tom Black	Director of Construction	tblack@willdan.com	303-928-0913
Garth McCann	Vice President of Operations	gmccann@Willdan.com	970-566-2022
Jeff Lorentz	Construction Manager	jlorentz@willdan.com	503-949-7843
Joshua Slocum	Commissioning Engineer	jslocum@willdan.com	913-579-8124

This Amendment to the Agreement entered into as of the day and the year first written above.

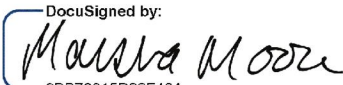
WES

Signed 
Name Aaron Etzkorn
Date 7/15/2021

CUSTOMER

Signed 
Name Linda Smith
Date 7/27/2021

ATTEST:


9BB70815D22F40A...
Marsha Moore, City Clerk

APPROVE AS TO FORM:


4D33BDE7E6D8453...
CITY ATTORNEY

EXHIBIT 2. CERTIFICATE OF SUBSTANTIAL COMPLETION *(template to be completed at a later date upon each substantially completed scope)*

Project		Project Number:	
From:	WES	To (Customer):	[CUSTOMER NAME]
	[WES Address]		[Customer Address]
	[WES Address]		[Customer Address]

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY FOR USE SHALL INCLUDE:

Scope of Work A *{Identify the Work, or portion thereof per the schedule of values, that is substantially complete}*

The Work performed under this Performance Contract has been reviewed and found, to the best of the Customer’s knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Performance Contract Documents so that the Customer can occupy or utilize the work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the ESPC Documents, except as stated below:

{Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement}

Warranty	Date of Commencement
Equipment A,	

OWNER’S REPRESENTATIVE	BY <i>(Signature)</i>	DATE OF ISSUANCE
------------------------	-----------------------	------------------

A list of items to be completed or corrected is attached hereto. The failure to include any items on such a list does not alter the responsibility of WES to complete all Work in accordance with the Performance Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

The estimated cost of work that is incomplete or defective: \$ 0.00

WES will complete or correct the Work on the list of items attached hereto within [] days from the above date of Substantial Completion:

PERFORMANCE CONTRACTOR	BY <i>(Signature)</i>	DATE
------------------------	-----------------------	------

The Customer accepts the Work or designated portion as substantially complete and will assume full possession thereof on the above date of Substantial Completion:

CUSTOMER	BY <i>(Signature)</i>	DATE
----------	-----------------------	------

The responsibilities of the Customer and WES for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows (e.g., Security, Maintenance, Heat, Utilities, Damage to the Work, Insurance):

EXHIBIT 3. CERTIFICATE OF ACCEPTANCE – PROJECT FINAL COMPLETION *(template to be completed at a later date upon final completion)*

This is to certify that a final inspection of the Project has been conducted jointly by WES and City of Dublin, and that the parties have determined that the Project has been fully completed in accordance with the Contract Documents. All guarantees and warranties that have not commenced previously shall commence as of the date of completion below.

Customer accepts the Project as being fully completed and assumes responsibility for maintenance, custodial care, and utilities for the premises. WES remains responsible for correcting errors and omissions discovered subsequent to the execution of this document and to respond to claims made under applicable warranties.

WES

Signed _____

Name _____

Date _____

CUSTOMER

Signed _____

Name _____

Date _____

EXHIBIT 1. PERFORMANCE CONTRACT AMENDMENT

This Second Amendment is incorporated into the accompanying Energy Savings Performance Contract dated the 20th day of November, 2020 and first Amendment, dated July 27, 2021, (collectively, the "Agreement") for the following:

PROJECT: City of Dublin Energy Reduction, Core Facility Infrastructure & Resiliency Upgrades

THE CUSTOMER: City of Dublin

THE PERFORMANCE CONTRACTOR: Willdan Energy Solutions, Inc. (WES)

The Customer and Performance Contractor hereby amend the Agreement as follows.

1. CHANGE IN SCOPE OF WORK:

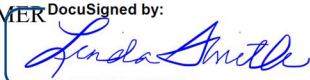
- a) Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid, mutually-agreed amendment or Contract Change Order executed by the Parties.
- b) WES specifically understands, acknowledges, and agrees that the Customer shall have the right to request any reasonable alterations, deviations, reductions, or additions to the Project which are consistent with the agreed Scope of Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by mutual agreement.
- c) WES also agrees to provide the Customer in the form of a Proposed Change Order, as defined below, with all information requested to substantiate the cost of the amendment or Contract Change Order and to inform the Customer. In addition to any other information requested, WES shall submit, prior to approval of the amendment or Contract Change Order, its request for a time extension (if any), as well as all information necessary to substantiate any alleged delay in the completion of the Work

2. PROPOSED CHANGE ORDER

- a) Definition of Proposed Change Order. A Proposed Change Order ("PCO") is a written request prepared by WES requesting that the Customer issue an amendment or Contract Change Order ("CCO") based upon a proposed change to the Work.
- b) Changes in Contract Time. A PCO shall also include any changes in time required to complete the Project.

This Second Amendment to the Agreement entered into as of the day and the year first written above.

WES
 Signed 
17184F8D503549F...
 Name Esam Rostom
 Date 10/23/2023

CUSTOMER
 Signed 
E33836CFFC044E0...
 Name Linda Smith
 Date 10/23/2023

5484718.2



RESOLUTION NO. 114 - 21

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING A LEASE FINANCING AND THE ISSUANCE AND SALE OF LEASE REVENUE
BONDS BY THE DUBLIN FINANCING AUTHORITY TO FINANCE ENERGY EFFICIENCY
CAPITAL IMPROVEMENTS, AND APPROVING RELATED DOCUMENTS AND OFFICIAL
ACTIONS**

WHEREAS, the City of Dublin (the “City”) desires to acquire and install energy efficiency improvements to various City facilities (collectively, the “Project”), all which comprise capital projects of benefit to the City and its citizens; and

WHEREAS, the Dublin Financing Authority (the “Authority”) was formed to, among other things, assist the City finance municipal capital improvements; and

WHEREAS, in order to provide financing for a portion of the cost of the Project and incidental expenses related thereto, the City has agreed to lease certain real property, consisting of the City’s civic center complex located at 100 Civic Plaza (the “Leased Property”), to the Authority as provided in a Site Lease, as defined herein; and

WHEREAS, in order to fund the Site Lease, the Authority proposes to issue and sell its Dublin Financing Authority 2021 Lease Revenue Bonds in the aggregate principal amount of not to exceed \$22,000,000 (the “Bonds”) under Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code (the “Bond Law”); and

WHEREAS, in order to secure the payments of principal of and interest on the Bonds, the Authority proposes to lease the Leased Property back to the City under a Lease Agreement (the “Lease Agreement”), under which the City is obligated to pay semiannual lease payments as rental for the Leased Property, and the Authority will assign substantially all of its rights under the Lease Agreement to U.S. Bank National Association, as trustee for the Bonds; and

WHEREAS, to provide for development of the most favorable debt structure for the City and to ensure the most favorable reception in the market place for the Bonds, the City has requested the Authority to sell the Bonds through a negotiated sale pursuant to the terms of a Bond Purchase Agreement (the “Bond Purchase Agreement”) between the Authority, the City and Hilltop Securities, Inc., as underwriter (the “Underwriter”); and

WHEREAS, for purposes of the sale of the Bonds, the City has caused to be prepared an Official Statement describing the Bonds, the preliminary form of which is on file with the City Clerk and the City Council, with the aid of their staff, have undertaken such review of the Official Statement as hereinafter described as is necessary to assure proper disclosure of all material facts relating to the Bonds that are within the personal knowledge of City Council members and the staff; and

WHEREAS, as required by Section 6586.5 of the California Government Code, the City has caused publication of a notice of a public hearing on the financing of the public capital improvements included within the Project once at least five days prior to the hearing in a newspaper of general circulation in the City; and

WHEREAS, the City Council held a public hearing at which all interested persons were provided the opportunity to speak on the subject of financing such public capital improvements; and

WHEREAS, in accordance with Government Code Section 5852.1, the following information has been obtained and disclosed in the staff report for the Council action set forth herein: (i) the estimated true interest cost of the Bonds, (ii) the estimated finance charge of the Bonds, (iii) the estimated proceeds of the Bonds expected to be received, net of proceeds for finance charges in (iv) above to paid from the principal amount of the Bonds, and (v) the estimated total payment amount of the Bonds; and

WHEREAS, the City Council wishes at this time to approve all proceedings of the City relating to the issuance and sale of the Bonds; and

WHEREAS, the first debt service payment is estimated to be made on June 30, 2022 and the City's Adopted Budget did not include appropriations to make the payment; and

WHEREAS, as presented at the July 20, 2021 City Council meeting, five Capital Improvement Projects, included funds for energy efficiency projects, including GI0221 (Resiliency and Disaster Preparedness Improvements), GI0521 (Library Tenant Improvements), GI0321 (Solar Canopies at the Wave), ST0417 (Dublin Ranch Street Light Improvements), GI0121 (Citywide Energy Improvements) which will need to be adjusted to account for the Energy Efficiency Capital Improvement Project.

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

Section 1. Issuance of Bonds. The City Council hereby approves the issuance of the Bonds by the Authority under the Bond Law in the maximum principal amount of not to exceed \$22,000,000, for the purpose of financing the Project and incidental expenses related thereto. The City Council hereby finds that issuance of the Bonds by the Authority for the purpose of financing the Project will result in significant public benefits of the type described in Section 6586 of the California Government Code, including, but not limited to, energy cost savings, a more efficient delivery of City services to residential and commercial developments within the City and demonstrable savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs.

Section 2. Approval of Related Financing Agreements. The City Council hereby approves each of the following agreements required for the issuance and sale of the Bonds, in substantially the respective forms on file with the City Clerk together with any changes therein or additions thereto deemed advisable by the City Manager, Assistant City Manager, Finance Director or any of their designees (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or additions. Such changes or additions may include, but is not limited to, designating the City assets to be subject to the Lease Agreement or the form of the document creating the contemplated lease transaction, and providing that payment

of the Bonds be insured by a financial guaranty policy from a bond insurance company and/or secured by a reserve surety policy, if in the judgment of an Authorized Officer such insurance and/or reserve surety policy is in the best interest of the City. An Authorized Officer is hereby authorized and directed for and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest, the final form of each such agreement, as follows:

- Site Lease, between the City as lessor and the Authority as lessee, under which the City leases the Leased Property to the Authority in consideration of the payment of an upfront amount which will be applied by the City to finance a portion of the Project;
- Lease Agreement, between the Authority as lessor and the City as lessee, under which the Authority leases the Leased Property back to the City and the City agrees to pay semiannual lease payments to provide revenues with which to pay principal of and interest on the Bonds when due; and
- Continuing Disclosure Certificate, to be executed by the City, for and on behalf of itself and the Authority, for the purpose of providing annual financial information and notice of certain enumerated events to holders and beneficial owners of the Bonds.

Section 3. Negotiated Sale of Bonds. The City Council hereby approves the negotiated sale of the Bonds by the Authority to the Underwriter. The Bonds shall be sold pursuant to the terms and provisions of the Bond Purchase Agreement among the Authority, the City and the Underwriter in substantially the form on file with the City Clerk together with any changes therein or additions thereto deemed advisable by an Authorized Officer. The true interest cost of the Bonds shall not exceed 3.50% and the Underwriter's discount shall not exceed 1.00%.

Section 4. Official Statement. The City Council hereby approves the preliminary Official Statement describing the Bonds in substantially the form on file with the City Clerk. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to said preliminary Official Statement, and to execute an appropriate certificate stating the City's determination that the preliminary Official Statement (together with any changes therein or additions thereto) has been deemed nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934. Distribution of the preliminary Official Statement by the Underwriter is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The City Council hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed on behalf of the City by the Mayor or an Authorized Officer.

Section 5. Engagement of Municipal Advisor. The firm of Fieldman, Rolapp & Associates, Inc. is hereby retained as municipal advisor to the City in connection with the issuance and sale of the Bonds by the Authority. An Authorized Officer is authorized and directed on behalf of the City to execute an agreement with said firm in a form as approved by an Authorized Officer.

Section 6. Engagement of Bond and Disclosure Counsel. The firm of Jones Hall, A Professional Law Corporation, is hereby retained as bond counsel and disclosure counsel to the

Reso. No. 114-21, Item 6.1, Adopted 09/21/2021 Page 3 of 4

City and the Authority in connection with the issuance and sale of the Bonds by the Authority. An Authorized Officer is authorized and directed on behalf of the City to execute an agreement with said firm in a form as approved by an Authorized Officer.

Section 7. Official Actions. The Authorized Officers, the City Attorney, the City Clerk and all other officers of the City are each authorized and directed on behalf of the City to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. An Authorized Officer may revise the identity of the Leased Property (including by adding thereto) as necessary in order to accomplish the purposes of this Resolution. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to make adjustments to the following CIPs, to account for the changes required by the Energy Efficiency Capital Improvement Project, including GI0221 (Resiliency and Disaster Preparedness Improvements), GI0521 (Library Tenant Improvements), GI0321 (Solar Canopies at the Wave), ST0417 (Dublin Ranch Street Light Improvements), GI0121 (Citywide Energy Improvements); and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to make a budget adjustment to provide appropriations for the first debt service payment anticipated to be made by June 30, 2022, in an estimated amount of \$975,720, once the lease revenue bonds have been sold and the actual debt service payment has been finalized.

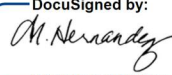
PASSED, APPROVED, AND ADOPTED this 21st day of September 2021, by the following vote:

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

NOES:

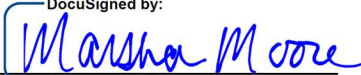
ABSENT:

ABSTAIN:

DocuSigned by:

87C94F7A46A6461...

Mayor

ATTEST:

DocuSigned by:

9BB70815D22F40A...
City Clerk

Citywide Energy Improvements

Overview

Request Owner	Michael Boitnott, Capital Improvement Program Manager
Department	Public Works
Type	Capital Improvement
Project Type	General Improvements
Project Number	GI0121

Project Location



Description

This project provides for the planning (Investment Grade Audit), design, and construction of various energy upgrades, efficiency improvements, lighting upgrades, energy generation, solar photovoltaic (PV) systems, and energy storage projects at facilities, parks, street rights-of-way, and other City-owned properties. The project upgrades exterior lighting and controls at Mape Memorial Park, Alamo Creek Park, Ted Fairfield Park, Bray Commons Park, Dolan Park, Emerald Glen Park, Fallon Sports Park, Heritage Park, and Shannon Park, as well as interior and exterior lighting and controls at the Library, Corporation Yard, Heritage Park and Museums, Shannon Community Center, The Wave, and Fire Stations 16, 17, and 18. The project also includes the conversion of approximately 1,626 streetlights to LED in Streetlight Assessment District 1999-1. The project will also upgrade various mechanical, HVAC, and controls at the Library, Senior Center, Heritage Park and Museums, The Wave, and Fire Stations 16, 17, and 18.

Furthermore, renewable, resiliency, and disaster preparedness improvements to prepare for future PG&E Public Safety Power Shutoff events and other emergency events will be provided. The improvements include back-up generators at the Library, Shannon Community Center, Civic Center, and Fire Stations 16, 17, and 18, as well as battery back-up or hydrogen fuel cells at 22 major street intersections throughout the city. These improvements also include solar PV and electric vehicle charging at Dublin Sports Grounds and the Public Safety Complex, solar PV with battery energy storage systems at the Civic Center, The Wave, Corporation Yard, and the Senior Center, and solar PV at the Library, Fallon Sports Park, and Fire Stations 17 and 18.

These improvements replace portions of the roof for the new solar PV and replacement HVAC systems at the Library as well as reconfiguration of the parking lot to support the additional solar PV canopies at the Civic Center.

Details

Type of Project: New Construction

Capital Cost

FY2027 Budget

\$0

Total Budget (all years)

\$0

Project Total (to date)

\$25.5M

Detailed Breakdown

Category	Historical Budgeted	FY2027 Requested	FY2028 Requested	FY2029 Requested	FY2030 Requested	FY2031 Requested	Future Budgeted	Total
9100 - Salaries & Benefits	\$84,406	\$0	\$0	\$0	\$0	\$0	\$0	\$84,406
9200 - Contract Services	\$412,514	\$0	\$0	\$0	\$0	\$0	\$0	\$412,514
9400 - Repairs/Improvements	\$25,016,850	\$0	\$0	\$0	\$0	\$0	\$0	\$25,016,850
9500 - Miscellaneous	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Total	\$25,514,270	\$0	\$0	\$0	\$0	\$0	\$0	\$25,514,270

Funding Sources

FY2027 Budget

\$0

Total Budget (all years)

\$0

Project Total (to date)

\$25.5M

Detailed Breakdown

Category	Historical Budgeted	FY2027 Requested	FY2028 Requested	FY2029 Requested	FY2030 Requested	FY2031 Requested	Future Budgeted	Total
1001 - General Fund	\$2,497,420	\$0	\$0	\$0	\$0	\$0	\$0	\$2,497,420
2705 - Street Light District East Dublin 1999-1	\$860,776	\$0	\$0	\$0	\$0	\$0	\$0	\$860,776
6205 - Internal Service Fund - Facilities Replacement	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
7102 - Energy Improve. Lease Bond	\$20,656,074	\$0	\$0	\$0	\$0	\$0	\$0	\$20,656,074
Total	\$25,514,270	\$0	\$0	\$0	\$0	\$0	\$0	\$25,514,270

Project Timeline

07/1/2025

The project was in various stages of design or construction.

07/1/2026

The project is substantially complete except for the improvements at the Civic Center, which are anticipated to be complete in 2027.

**CITY OF DUBLIN
FISCAL YEAR 2026-27
BUDGET CHANGE FORM**

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves _____

Budget Transfer Between Funds _____

From Designated Reserves _____

Other X

DECREASE BUDGET AMOUNT

INCREASE BUDGET AMOUNT

Account	Amount	Account	Amount
EXPENDITURES: - Library Tenant Improvements - (GI0521): Funding Source - General Fund Reserves		EXPENDITURES: - Citywide Energy Improvement Project - (GI0121): Funding Source - General Fund Reserves	
GI0521.1101	(\$1,000,000)	GI0121.1101	\$1,000,000
EXPENDITURES: - Citywide Energy Improvement Project - (GI0121): Funding Source - ISF Facility		EXPENDITURES: - Library Tenant Improvements - (GI0521): Funding Source - ISF Facility Replacement	
GI0121.6205	(\$1,000,000)	GI0521.6205	\$1,000,000
EXPENDITURES: - Dublin Arts Center - (GI0120): Funding Source - General Fund Reserves		EXPENDITURES: - Citywide Energy Improvement Project - (GI0121): Funding Source - General Fund Reserves	
GI0120.1101	(\$500,000)	GI0121.1101	\$500,000
EXPENDITURES: - Citywide Energy Improvement Project - (GI0121): Funding Source -		EXPENDITURES: - Dublin Arts Center - (GI0120): Funding Source - ISF Facility Replacement	
GI0121.6205	(\$500,000)	GI0120.6205	\$500,000

REASON FOR BUDGET CHANGE

As Presented at the City Council Meeting 7/21/2026

*****Finance Use Only*****

**FISCAL YEAR 2026-27
BUDGET CHANGE FORM**

Budget Change Reference #: _____

City Council's Approval Required

Posted By:

Date:



STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Declare Results of Proposition 218 Ballot Proceedings and Order Levy of Assessments for Street Lighting Maintenance Districts 1983-1 and 1999-1
Prepared by: Brad Olson, Management Analyst II

EXECUTIVE SUMMARY:

The City Council initiated the formation of Street Lighting Assessment District 2026-1 to consolidate and replace Street Lighting Maintenance Districts (SLMDs) 1983-1 and 1999-1 via a Proposition 218 process. At the public tabulation of property owner ballots on June 17, 2026 the weighted ballots returned in opposition exceeded those returned in support. Therefore, the proposed formation of SLAD 2026-1 was not approved and SLMDs 1983-1 and 1999-1 remain in effect. The City Council will consider adopting a resolution declaring the results of the ballot proceedings for SLAD 2026-1 and consider approving the Engineer's Reports and the levy of special assessments for SLMDs 1983-1 and 1999-1.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Declaring the Results of the Property Owner Ballot Tabulation for the Proposed Formation of Street Lighting Assessment District 2026-1; 2) conduct a Public Hearing, deliberate, and adopt the **Resolution** Approving the Engineer's Reports, Confirming Diagrams and Assessments, and Ordering the Levy of Assessments for Street Lighting Maintenance Districts 1983-1 and 1999-1 for Fiscal Year 2026-27; and 3) approve the budget change.

FINANCIAL IMPACT:

The cost to prepare the Engineer's Reports for Street Lighting Maintenance Districts 1983-1 and 1999-1 is included in the annual operating budget of each respective district. A summary of the projected revenues, expenditures, and reserves of each district is shown in Table 1. Because these reports were prepared after the adoption of the Fiscal Year 2026-27 Budget, approval of the budget change (Attachment 5) is required to formalize these revenues and expenditures in the City's financial system.

Table 1. Proposed Fiscal Year 2026-27 Assessment District Revenues, Expenditures, and Reserves

	SLMD 1983-1 (Citywide)	SLMD 1999-1 (Dublin Ranch)
Projected Revenue	\$333,000	\$549,200 ¹
Estimated Expenditures	(\$454,747)	(\$477,447)
Operating Impact	(\$121,747)	\$71,753

Reserve Balances		
Estimated Beginning Balance	\$287,153	\$923,125
(Use of) / Addition to Reserves	(\$121,747)	\$71,753
Ending Balance Fiscal Year 2026-27	\$165,405	\$994,878

¹Revenue for SLMD 1999-1 includes City contribution towards costs of street lighting improvements that provide general benefit to the public at large.

DESCRIPTION:

Background

The Landscaping and Lighting Act of 1972 (Act) and Section 4 of Article XIID of the California Constitution (Proposition 218) set forth specific requirements for the annual assessment renewal process and for the establishment of new assessment districts. Additionally, California Assembly Bill 2257 (AB 2257) established an optional, statutory process for prohibiting a person or entity from bringing a judicial challenge alleging noncompliance with the constitutional provisions for any new, increased, or extended assessment, unless that person or entity has timely submitted a written objection to that assessment that specifies the grounds for alleging noncompliance.

Street Lighting Assessment District 2026-1

On March 3, 2026 City Council adopted a resolution initiating the formation of Dublin Street Lighting Assessment District 2026-1 (SLAD 2026-1) and ordering the preparation of the required Engineer’s Report pursuant to the Landscaping and Lighting Act of 1972 (Act) and Proposition 218. As proposed, SLAD 2026-1 would have consolidated and replaced Street Lighting Maintenance Districts (SLMDs) 1983-1 and 1999-1.

On April 7, 2026 City Council adopted a resolution preliminarily approving the Engineer’s Report, declaring its intention to form SLAD 2026-1, and setting June 16, 2026 as the date for the required public hearing on the proposed formation of SLAD 2026-1. Following the April 7, 2026 City Council meeting, notices and ballots were mailed to all affected property owners.

On June 16, 2026 the City Council considered written objections and responses, received public testimony, and closed the balloting window for SLAD 2026-1. The City Council also directed the City Clerk to publicly tabulate the ballots on June 17, 2026 at the Dublin Civic Center.

Based on the weighted ballots returned, the proposed formation of SLAD 2026-1 did not pass,

with 55.8% of the weighted vote opposing the proposed district and 44.2% supporting it. Table 2 below provides a summary of the results from the ballot tabulation.

Table 2. SLAD 2026-1 June 17, 2026 Proposition 218 Results

Type of Vote	Number* of Ballots Returned	Proposed Assessment Amount	Percent of Weighted Assessment
Yes	1,834	\$73,317.07	44.2%
No	1,991	\$92,533.46	55.8%
Total	3,825	\$165,850.53	100.0%

*19,845 ballots were mailed and therefore 19.27% were returned.

A resolution declaring the results of the property owner ballot tabulation is included as Attachment 1.

Street Lighting Maintenance Districts 1983-1 and 1999-1

Street Lighting Maintenance Districts 1983-1 and 1999-1 fund maintenance, utilities, repairs, and replacements for streetlights within the City of Dublin. Annual assessments levied on properties within these districts are collected through the property tax roll and must follow the procedures established by the Landscaping and Lighting Act of 1972, which requires the City Council to direct the preparation of Engineer's Reports, approve those reports, and conduct a public hearing on the proposed assessments for the ensuing fiscal year.

On June 16, 2026 City Council directed the preparation of the annual Engineer's Reports for SLMDs 1983-1 and 1999-1 (Resolution No. 55-26), approved the preliminary reports (Resolution No. 56-26), and set a public hearing for July 21, 2026 to consider the levy of assessments. These actions were taken to prepare for the potential failure of the formation of SLAD 2026-1.

The two assessment districts are briefly described below. Detailed information about each district, including a map depicting each district's boundaries, can be found in Attachments 3 and 4. In accordance with the Act, the City Council will hold a public hearing to receive public testimony and consider adopting a resolution approving the final Engineer's Reports and ordering the levy of assessments for the Districts for Fiscal Year 2026-27 (Attachment 2).

Street Lighting Maintenance District 1983-1

SLMD 1983-1 was established to replace the County Service Area that had paid maintenance and energy costs for public streetlights in Dublin prior to City incorporation. The City Council approved formation of SLMD 1983-1 on August 2, 1983 with the initial assessment in the 1984-1985 tax year. SLMD 1983-1 funds the utilities, maintenance, repair, and replacement costs associated with street lighting in the entire City except for Dublin Ranch, Fallon Village, Clifden Park, The Boulevard, and Tassajara Hills.

The maximum assessment allowed under the formation documents is \$19.34 per unit for residential uses and \$106.37 per acre for commercial uses. The maximum assessment has been levied since Fiscal Year 2007-08. There is no provision in the formation documents to

further increase the per unit levy and any increase would require the approval of affected property owners through a future Proposition 218 process.

For Fiscal Year 2026-27, there is an increase in budgeted electricity costs primarily due to projected increases in utility rates. Estimated expenditures are anticipated to exceed projected revenues in Fiscal Year 2026-27 and Fiscal Year 2027-28, requiring transfers from the available fund balance to cover the annual operation and maintenance costs. The City's General Fund will need to offset any operating deficit beginning Fiscal Year 2027-28 to continue current service levels.

Since there is no authorized annual escalator for the assessment rates, the proposed assessment rates for Fiscal Year 2026-27 remain the same as the prior year, as shown in the table below. Assessments are assigned per parcel for residential uses and per acre for commercial, industrial, and institutional uses.

Table 3. SLMD 1983-1 Assessments

Property Type	Current Fiscal Year	Proposed Fiscal Year 2026-27	\$ Change
Single Family Residential	\$19.34	\$19.34	\$0.00
Condominium Residential	\$19.34	\$19.34	\$0.00
Duplex, Multi Family Residential	\$38.68	\$38.68	\$0.00
Triplex, Multi Family Residential	\$58.02	\$58.02	\$0.00
Fourplex, Multi Family Residential	\$77.36	\$77.36	\$0.00
Apartments, Multi Family Residential	\$116.04	\$116.04	\$0.00
Commercial/Industrial/Institutional	\$106.37	\$106.37	\$0.00
Vacant Commercial/Industrial/Institutional	\$53.18	\$53.18	\$0.00
Rural	\$9.67	\$9.67	\$0.00
Exempt, Cemeteries, Common Open Space	\$0.00	\$0.00	\$0.00

Street Lighting Maintenance District 1999-1

SLMD 1999-1 funds the utilities, maintenance, repair, and replacement costs associated with street lighting in Dublin Ranch, Fallon Village, Tassajara Hills, and Clifden Park. The City Council approved formation of SLMD 1999-1 on June 1, 1999 with the initial assessment in the 1999-2000 tax year. SLMD 1999-1 also includes a Capital Improvement Fund (CIF) reserve to pay for improvement projects outside normal operation and maintenance costs, such as upgrades to light emitting diode (LED) and painting portions of the decorative streetlight poles.

The assessment methodology in the formation documents for SLMD 1999-1 includes an escalation clause that allows for adjustments to the assessment according to the Consumer Price Index and utility cost increases that are updated in the Engineer's Report on an annual basis. Under the approved adjustment formula, the maximum assessment rate for Fiscal Year 2026-27 is \$85.56 per single family residence and \$470.58 per acre for commercial parcels. The City sets the actual levy within these maximums, based on budgeted costs for district expenditures and the reserve fund balance.

For Fiscal Year 2026-27, the proposed assessments shown in Table 4 reflect a 19.25 percent increase. These proposed rates remain within the authorized maximums noted above. The proposed increase is primarily driven by utility and maintenance cost increases, as well as the need to budget for the pole painting project.

Table 4. SLMD 1999-1 Assessments

Property Type	Current Fiscal Year	Proposed Fiscal Year 2026-27	\$ Change	% Change
Single Family Residential	\$47.80	\$57.00	\$9.20	19.25%
Commercial	\$262.91	\$313.50	\$50.59	19.25%
Exempt, Cemeteries, Common Open Space	\$0.00	\$0.00	\$0.00	--

A resolution approving the Engineer's Reports and ordering levy of assessments for Street Lighting Maintenance Districts 1983-1 and 1999-1 is included as Attachment 2.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

- 1) Resolution Declaring the Results of the Property Owner Ballot Tabulation for the Proposed Formation of Street Lighting Assessment District 2026-1
- 2) Resolution Approving the Engineer's Reports, Confirming Diagrams and Assessments, and Ordering Levy of Assessments for Street Lighting Maintenance Districts 1983-1 and 1999-1 for Fiscal Year 2026-27
- 3) Fiscal Year 2026-27 Engineer's Report for Street Lighting Maintenance District 1983-1
- 4) Fiscal Year 2026-27 Engineer's Report for Street Lighting Maintenance District 1999-1
- 5) Budget Change

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****DECLARING THE RESULTS OF THE PROPERTY OWNER BALLOT TABULATION
FOR THE PROPOSED FORMATION OF STREET LIGHTING ASSESSMENT
DISTRICT 2026-1**

WHEREAS, on January 20, 2026 the City Council directed Staff to proceed with the process to establish Street Lighting Assessment District 2026-1 (SLAD 2026-1) pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Act) and Article XIID of the California Constitution (Proposition 218) to consolidate and replace existing Street Lighting Maintenance Districts 1983-1 and 1999-1; and

WHEREAS, on March 3, 2026 the City Council adopted a Resolution initiating proceedings for the proposed formation of SLAD 2026-1 and ordering the preparation of the required Engineer's Report, which report was prepared in accordance with Article 4 of Chapter 1 of the Act, filed with the City Clerk, and considered by the City Council in these proceedings; and

WHEREAS, on April 7, 2026 the City Council adopted a Resolution approving the Preliminary Engineer's Report, declaring its intention to form SLAD 2026-1 and levy assessments therein, setting June 16, 2026 as the date for the required public hearing, and ordering the mailing of notices and assessment ballots to all affected property owners; and

WHEREAS, as required by Proposition 218 and the Act, notices and assessment ballots were mailed to the record owners of all parcels proposed to be assessed within SLAD 2026-1; and

WHEREAS, the City elected to implement the optional procedures set forth in Assembly Bill 2257 (AB 2257), including providing property owners the opportunity to submit written objections in advance of the public hearing and establishing procedures for the consideration of such objections; and

WHEREAS, on June 16, 2026 the City Council considered the written objections submitted pursuant to AB 2257, determined to proceed with the Proposition 218 balloting process, conducted the required public hearing, received public testimony, closed the assessment balloting period, and directed the City Clerk, or their designee, to publicly tabulate the assessment ballots on June 17, 2026; and

WHEREAS, on June 17, 2026 the City Clerk, or their designee, publicly tabulated the assessment ballots in accordance with the Act and Proposition 218, the results of which are presented to the City Council with this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve that:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. The proceedings for the proposed formation of SLAD 2026-1, including the optional procedures implemented pursuant to AB 2257 and the majority protest balloting conducted pursuant to Proposition 218 and the Act, were conducted in accordance with applicable law.
3. Assessment ballots were mailed to the record owners of all affected properties within Street Lighting Assessment District 2026-1. All assessment ballots received by the City Clerk prior to the close of the public hearing have been tabulated in accordance with applicable law.
4. The canvass of the assessment ballots, weighted according to the proportional financial obligation of each affected parcel, is hereby approved and confirmed. The results of the ballot tabulation, weighted by the amount of the proposed assessment, are as follows:

Type of Vote	Number* of Ballots Returned	Proposed Assessment Amount	Percent of Weighted Assessment
Yes	1,834	\$73,317.07	44.2%
No	<u>1,991</u>	<u>\$92,533.46</u>	<u>55.8%</u>
Total	3,825	\$165,850.53	100.0%

*19,845 ballots were mailed and therefore 19.27% were returned.

5. The City Council finds that the weighted assessment ballots submitted in favor of the proposed formation of SLAD 2026-1 did not exceed the weighted assessment ballots submitted in opposition. Accordingly, pursuant to Proposition 218, the proposed formation of SLAD 2026-1 and the proposed levy of assessments are not approved.
6. The City Clerk is hereby directed to enter this Resolution in the minutes of this meeting, which shall constitute the official declaration of the results of the property owner ballot tabulation proceedings.
7. This resolution shall become effective immediately upon its adoption.
8. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED BY the City Council of the City of Dublin this 21st day of July 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. XX – 26**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING THE ENGINEER'S REPORTS, CONFIRMING DIAGRAMS AND
ASSESSMENTS, AND ORDERING LEVY OF ASSESSMENTS FOR STREET LIGHTING
MAINTENANCE DISTRICTS 1983-1 AND 1999-1 FOR FISCAL YEAR 2026-27**

WHEREAS, by its Resolution No. 55-26, directing preparation of annual reports for City of Dublin Street Lighting Maintenance Districts 1983-1 and 1999-1 (Districts), the City Council designated the City Engineer, or their designee, as Engineer of Work and directed said Engineer to prepare and file the Engineer's Reports for Fiscal Year 2026-27 in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972 (Act); and

WHEREAS, by its Resolution No. 56-26 (Resolution), said reports were made and filed with the City Clerk and duly considered by the City Council and found to be sufficient in every particular, whereupon it was determined that said reports should stand as Engineer's Reports for all subsequent proceedings under and pursuant to the aforesaid Resolution and that July 21, 2026, at 7:00 p.m. in the Peter W. Snyder Council Chamber, Dublin Civic Center, 100 Civic Plaza, Dublin, California, was appointed as the time and place for a hearing by the City Council on the question of the levy of the proposed assessments, notice of which hearing was published and posted in accordance with the Act; and

WHEREAS, at the appointed time, said hearing was held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters pertaining to said levy were heard and considered by this City Council, and this City Council thereby acquired jurisdiction to order said levy and confirmation of diagram and assessment prepared by and made a part of the reports of said Engineer to pay the cost and expenses thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby affirm that:

- a) The property owners owning more than fifty percent of the area of assessable land within each of the Districts had not, at the conclusion of said hearing, filed written protests against the said proposed levy, or against the engineer's estimate of costs and expenses, or against the maps and description, or against the diagram or the assessment to pay for the costs and expenses thereof;
- b) The public interest, convenience, and necessity require that said levy be made; and
- c) The Districts benefited by said improvements and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof are as shown by a map thereof filed in the office of the City Clerk, which map is made a part hereof by reference thereto.
- d) The City Manager is authorized to appropriate funds from Designated fund balances that have been approved by the City Council for specific purposes;

PASSED, APPROVED, AND ADOPTED BY the City Council of the City of Dublin this 21st day of July 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk



Street Lighting Maintenance District No. 1983-1 Fiscal Year 2026-27 Engineer's Report

July 21, 2026

Prepared by

**FRANCISCO
AND ASSOCIATES**

Where Innovative Strategies
Fund Tomorrow's Communities

Table of Contents

	Page No.
Certificate.....	ii
Section I - Introduction	1
Section II – Engineer’s Report	3
Part A – Plans and Specifications	5
Part B – Estimate of Cost.....	7
Part C – Assessment District Diagram	11
Part D – Method of Apportionment of Assessments.....	13
Part E - Assessment Roll	18

**ENGINEER'S REPORT
CITY OF DUBLIN
STREET LIGHTING MAINTENANCE DISTRICT NO. 1983-1
FISCAL YEAR 2026-27**

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Dublin City Council pursuant to the provisions of Article XIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972 and Section 22500 et al of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: July 14, 2026

By: 

Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

The City of Dublin ("City") levies and collects special assessments on parcels within the City of Dublin Street Lighting Maintenance Assessment District No. 1983-1 ("District") to maintain the public street lighting improvements. The District was initially formed in 1983 to provide a dedicated source of funding for the ongoing maintenance of street lighting improvements within the boundaries of the District.

The assessments and method of apportionment described in this Engineer's Report ("Report") utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

General Description of the District

The District was created in 1983 to replace the County of Alameda Lighting Service Area within the City of Dublin and to fund the maintenance and servicing costs for the City's street lighting system. In Fiscal Year 1995-96, the City of Dublin acquired the PG&E owned streetlights within the District to reduce maintenance costs. The District includes all parcels that were within the County of Alameda Lighting Service Area which includes all parcels within the City except for Dublin Ranch, the Clifton Park development in the western hills, Tracts 7067, 8024, 8073 and 8074, the Jordan Ranch development, the Tassajara Hills development, and the Francis Ranch development.

A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are compliant with the provisions of the California Constitution Article XIID ("Article XIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIID Section 4. Specifically, Article XIID Section 5(a) exempted:

"Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4."

The City has determined that the annual assessments originally established for the District were for the maintenance and operation of streetlights within the public street rights-of-way. As such, pursuant to Article XIID Section 5(a), the pre-existing assessment amount has been exempted from the procedural requirements of Article XIID Section 4 since the amount of the assessment has not increased since the passage of Proposition 218.

Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all the requirements of Article XIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Summary of District

The table below summarizes the maximum assessments and the assessments to be levied for each property type in Fiscal Year (FY) 2026-27. As shown in Part B of this Report, the estimated expenditures are anticipated to exceed the projected revenues in FY 2026-27 and FY 2027-28, requiring transfers from the available fund balance to cover the annual operation and maintenance costs. If expenditures continue to exceed assessment revenues, ongoing fund balance transfers will be necessary. It is projected that the remaining fund balance for the District will be depleted in FY 2027-28 and the City will need to contribute from an alternative funding source. Increasing assessment revenues to address the rising funding shortfall requires property owner approval through mailed ballot proceedings conducted in accordance with Proposition 218. City Council may approve increased assessments if a majority of ballots returned, weighted by the proposed assessments, do not oppose the increased assessments.

TABLE 1: MAXIMUM AND APPLIED ASSESSMENTS Street Lighting Maintenance District No. 1983-1		
Property Type	Maximum Assessment Rate	Applied Assessment Rate
Single Family Residential (SFR)	\$19.34 per Parcel	\$19.34 per Parcel
Condominium	\$19.34 per Parcel	\$19.34 per Parcel
Duplex, Multi-Family Residential	\$38.68 per Parcel	\$38.68 per Parcel
Triplex, Multi-Family Residential	\$58.02 per Parcel	\$58.02 per Parcel
Fourplex, Multi-Family Residential	\$77.36 per Parcel	\$77.36 per Parcel
Apartments, Multi-Family Residential	\$116.04 per Parcel	\$116.04 per Parcel
Commercial/Industrial/Institutional	\$106.37 per Acre	\$106.37 per Acre
Vacant Commercial/Industrial/Institutional	\$53.18 per Acre	\$53.18 per Acre
Rural	\$9.67 per Parcel	\$9.67 per Parcel
Exempt, Cemeteries, Common Open Space	\$0.00 per Parcel	\$0.00 per Parcel

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF DUBLIN

STREET LIGHTING MAINTENANCE DISTRICT NO. 1983-1 FISCAL YEAR 2026-27

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution of Intention, adopted by the City Council of the City of Dublin on June 16, 2026, I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Dublin Street Lighting Maintenance District No. 1983-1 (the "District") submit the following Report, consisting of Section I (Introduction), and this, Section II (Engineer's Report), which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Dublin and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2026-27, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Dublin.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Dublin.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's land use classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Dublin and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the continued installation, maintenance, and servicing of street lighting improvements within the public right-of-way which provide special benefit to parcels and properties within the District.

As generally defined in the 1972 Act, maintenance and servicing of the street lighting improvements may include one or any combination of the following:

- 1) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 2) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- 3) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
 - a) Repair, removal, or replacement of all or any part of any improvements;
 - b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
 - c) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
 - d) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
- 4) Incidental expenses associated with the improvements including, but not limited to:
 - a) The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
 - b) The costs of printing, advertising, and publishing, posting, and mailing of notices;
 - c) Compensation payable to the County for collection of assessments;
 - d) Compensation of any engineer or attorney employed to render services;
 - e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
 - f) Costs associated with any elections held for the approval of a new or increased assessment.

Pursuant to the 1972 Act:

"Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement. "Service" or "servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All public streetlights and other eligible improvements within the District are maintained and serviced on a regular basis, using assessment revenues and available reserve funds. Since the passage of Proposition 218 in 1996, any increase in assessment rates require property owner approval. Although assessment revenues within the District have increased incrementally over time because of new development, annual operations, maintenance, and utility costs have increased at a significantly faster rate. As a result, the current annual assessment revenues are not sufficient to fully fund the District's ongoing operations, maintenance, and administrative expenses. The District is utilizing its available reserve fund balance to offset the funding shortfall to maintain existing service levels and provide for continued operation and maintenance of the streetlighting improvements within the District. The District's available reserve fund balance is projected to be depleted during Fiscal Year 2027-28 and the City will need to begin contributing from the General Fund to continue maintaining and operating the streetlighting improvements within the District at current service levels.

The proposed cost estimate for the District is shown in Table 2. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses for the next two (2) fiscal years. The summary also shows the estimated fund balance, and the projected reserve collection increase/(decrease) that will be required from the fund balance based upon the estimated expenditures and assessment revenue. Projected cost estimates are also shown for two (2) fiscal years.

The following describes the general services and costs shown in the cost estimate.

District Costs

Operating Supplies – The cost of supplies for ongoing maintenance and servicing of the street lighting improvements including street light repair parts and the labor associated with performing the repair work. In addition, a portion of this cost is set aside as a contingency amount for both large scheduled and unscheduled, but necessary repairs.

Contract with Alameda County – The cost of street light maintenance provided by the County of Alameda based on the current fiscal year contract.

California Street Light Association – The cost of Street Light Association dues based on the relative number of streetlights within the District.

Utilities Electricity – The cost of streetlight electrical energy use, including miscellaneous utility charges.

Improvements (Not Building) – The cost of improvements (not building) includes costs associated with the maintenance, construction, and rehabilitation of authorized improvements.

Miscellaneous Expenses – Costs that cannot easily be categorized into any of the other District Costs defined above.

Legal Notices – The cost of legal notices includes costs associated with preparation and publishing of any, and all required legal notices associated with the District.

District Administration – The costs of contracting with professionals to provide services specific to the annual levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District such as the cost to prepare and mail notices of the public meeting and hearing.

Public Works Administration – The cost of public works administration includes costs derived by the City's Public Works Department or other department in relation to the administration and management of the District.

County Collection Fee – The cost to the District for the County to collect assessments on the annual secured property tax bills. Alameda County charges 1.7% of the total amount levied.

The following page shows the cost estimates for Fiscal Year 2026-27 and 2027-28.

Table 2: Cost Estimate Table Streetlighting Maintenance District No. 1983-1		
	FY 2026-27 Cost Estimate	FY 2027-28 Cost Estimate
District Revenues		
Estimated Assessment Revenues ¹	\$318,000	\$318,000
Contributions from Other Revenue Sources	<u>\$15,000</u>	<u>\$15,000</u>
Total Revenues:	\$333,000	\$333,000
Estimated Expenditures		
Contract with Alameda County	\$95,000	\$95,000
Utilities - Electricity	\$324,500	\$341,000
District Administration and Supplies	\$28,000	\$28,500
California Street Lighting Association	\$1,200	\$1,200
Legal Notices	\$647	\$667
County Collection Fee (1.7% of Assessments)	<u>\$5,400</u>	<u>\$5,400</u>
Total Annual Expenditures:	\$454,747	\$471,767
Fund Balance Information		
Beginning Balance - Projected July 1, 2026 ²	\$287,152	\$165,405
FY 2026-27 Reserve Collection Increase/(Decrease)	<u>(\$121,747)</u>	<u>(\$138,767)</u>
Ending Balance - Projected June 30, 2027	\$165,405	\$26,638
Recommended Operating Reserves	\$227,374	\$235,884
Available Operating Reserves ³	\$165,405	\$26,638
Available Capital Reserves ⁴	\$0	\$0

¹The actual assessment amount levied may be slightly less because the County only applies assessments in even pennies in order to divide the property tax bill payments into two equal installments.

²Includes \$175,000 incurred during Fiscal Year 2025-26 for the process to form new Street Lighting Assessment District 2026-1.

³The City receives assessment revenue in two installments, typically in January and May. Therefore, the City must maintain sufficient fund to cover approximately 50% of the annual budget during the period from July 1st through December 31st.

⁴The Landscaping and Lighting Act of 1972 allows for the collection of funds for the repair and replacement of eligible District improvements.

Capital Improvement Projects

In addition to collecting funds annually for maintenance, funds are also allowed to be collected for capital improvement projects. Capital improvement projects generally include the repair and replacement of public improvements authorized to be maintained by the District. These funds are collected and often accumulated in a separate fund and are not considered to be a part of the regular maintenance of the improvements.

Following is a list of capital improvement projects the City plans to address utilizing District funds in the upcoming fiscal years and thereafter as funds allow.

Citywide Streetlight Replacement: As needed replacement of streetlights that are at the end of their service life or that have been damaged due to automobile accidents.

PART C

ASSESSMENT DISTRICT DIAGRAM

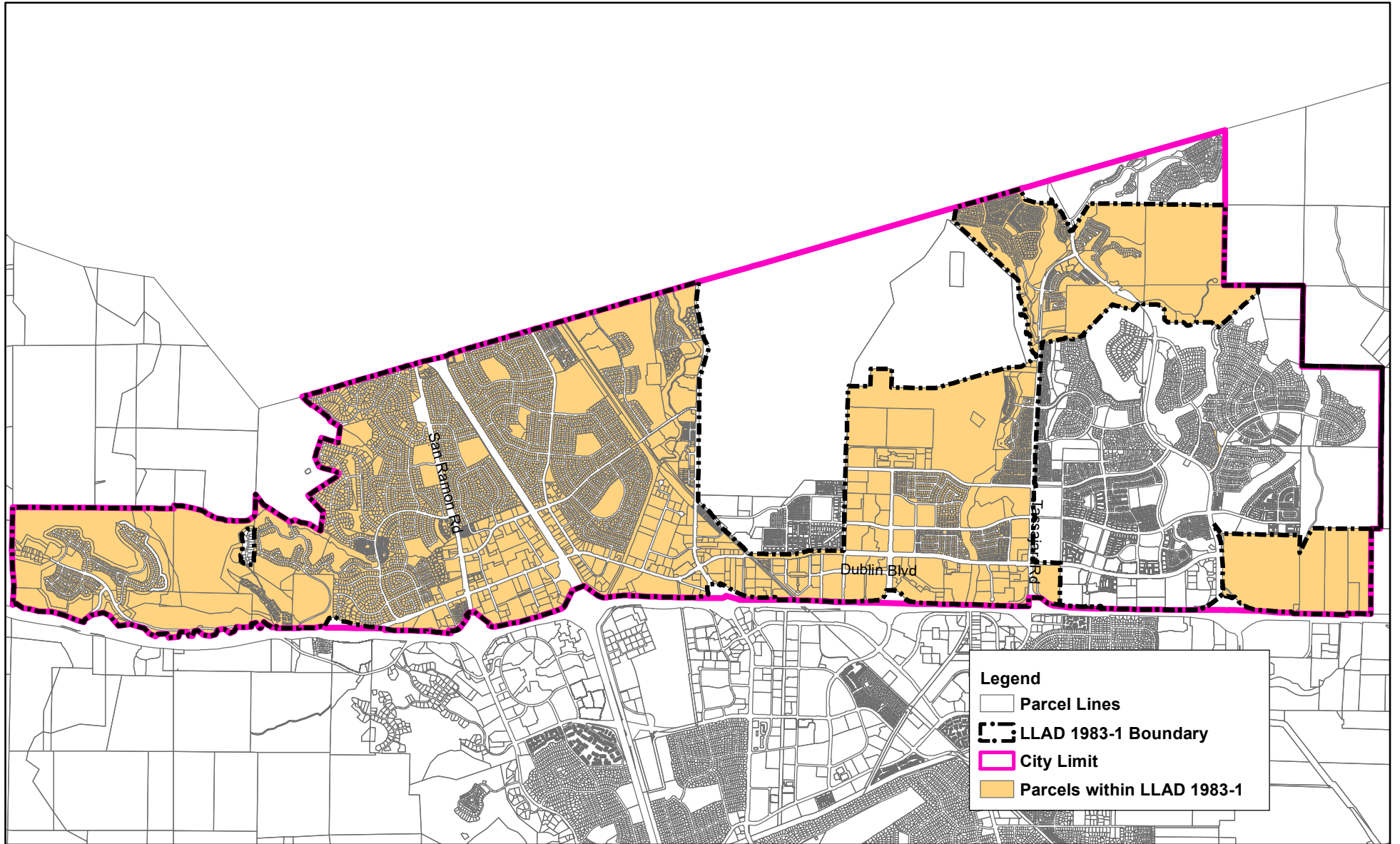
The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Dublin

Street Lighting Maintenance District No. 1983-1

Assessment Diagram



3,250 1,625 0 3,250 6,500 Feet



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIID Section 4:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel.”

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements as determined at the time the District was established.

General Benefits – In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other amenities available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments outside the District boundary and any public access or use of the improvements by others is incidental. Therefore, it has been

determined that the improvements and the ongoing maintenance, servicing and operation of those improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Special Benefits – The method of apportionment (method of assessment) outlined herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements and the desirability and security of those properties as enhanced by the presence of public lighting near those properties.

The special benefits conferred on property from street lighting and other public lighting facilities include the convenience, safety, and security of property, improvements, and goods. Specifically:

- 1) Enhanced deterrence of crime and the aid to police protection.
- 2) Increased nighttime safety on roads, streets, and public areas.
- 3) Improved ability of pedestrians and motorists to see.
- 4) Improved ingress and egress to property.
- 5) Reduced vandalism and other criminal acts and damage to improvements or property.
- 6) Improved traffic circulation and reduced nighttime accidents and personal property loss.

The preceding special benefits contribute to the aesthetic value and desirability of each of the assessed parcels within the District and thereby provide a special enhancement of the properties. Furthermore, it has been determined that the lack of funding to properly service and maintain the District improvements would have a negative impact on the properties within the District.

All the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Properties – Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

- 1) Publicly owned parcels that are reserved as public open space or are developed as City parks for active recreation and are maintained and serviced by the District;
- 2) Publicly owned wetland parcels;
- 3) Certain public utility parcels;
- 4) Privately owned open space parcels; and
- 5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel. The adjacent larger parcels, of which these "sliver" parcels are a part, are assessed at the residential rate

Assessment Methodology

The special benefits received by each parcel within the District and each parcel's proportional annual assessment are calculated based on a formula that utilizes Equivalent Dwelling Units. The Equivalent Dwelling Unit (EDU) method of apportionment establishes a proportional benefit relationship between the various parcels within the District and the improvements maintained by the District. The typical single family residential parcel is assigned 1.00 Equivalent Dwelling Unit (EDU) since it represented more than 73% of the total parcels within the District.

EDUs are assigned to the other land uses based upon the property's development status, type of development (County of Alameda land use code) and property size as shown in the table below. Parcels determined to be vacant will be assessed at a reduced rate of 50%, by multiplying the parcel's assigned EDU factor by 0.5 (or 50%).

TABLE 3: ASSESSMENT METHODOLOGY	
Street Lighting Maintenance District No. 1983-1	
Property Type	EDU Factor
Single Family Residential (SFR)	1.00 per Parcel
Condominium	1.00 per Parcel
Duplex, Multi-Family Residential	2.00 per Parcel
Triplex, Multi-Family Residential	3.00 per Parcel
Fourplex, Multi-Family Residential	4.00 per Parcel
Apartments, Multi-Family Residential	6.00 per Parcel
Commercial/Industrial/Institutional	5.50 per Acre
Vacant Commercial/Industrial/Institutional	2.75 per Acre
Rural	0.50 per Parcel
Exempt, Cemeteries, Common Open Space	0.00 per Parcel

Single-Family Residential (SFR) – (County land use 1x) this land use identifies properties that are developed for single family residential use and are assigned a factor of 1.00 EDU per parcel. This is the base value that all other land use types are compared and weighted against (i.e., Equivalent Dwelling Unit "EDU"). This land use classification may include, but is not limited to, lots or parcels identified as single-family residential homes, planned development (tract or townhouse type), and modular/manufactured single family residential units.

Condominium Unit – (County land use 73) this land use identifies properties that are subdivided residential parcels that have more than one residential unit developed on the property. This land use is assigned 1.00 EDU per unit.

Duplex, Multi-Family Residential – (County land use 22) this land use identifies properties that are developed for multi-family residential use and are assigned a factor of 2.00 EDU per parcel. This land use classification includes double or duplex units.

Triplex, Multi-Family Residential – (County land use 23) this land use identifies properties that are developed for multi-family residential use and are assigned a factor of 3.00 EDU per parcel. This land use classification includes triplex units; or double or duplex units together with a single-family home.

Fourplex, Multi-Family Residential – (County land use 24) this land use identifies properties that are developed for multi-family residential use and are assigned a factor of 4.00 EDU per parcel. This land use classification includes four living units; a fourplex, a triplex and a single-family home, two doubles or duplexes, or a combination thereof.

Apartment Complex, Multi-Family Residential – (County land use 7x, except 73) This land use identifies properties that are developed for multi-family residential use of five (5) or more units and are assigned a factor of 6.00 EDU per parcel. This land use classification may include, but is not limited to, lots or parcels identified as vacant apartment land capable of supporting 5 or more units, residential property converted to 5 or more units, cooperatives, restricted income properties, fraternities, sororities, church homes, multiple residential (5 or more units), and residential high-rise (7 or more units).

Commercial – (County land use 3x, 8x, 9x) this land use identifies properties that are considered improved for commercial use and are assigned a factor of 5.50 EDU per gross acre. This land use classification may include, but is not limited to, lots or parcels identified as car washes, commercial garages, automotive dealerships, parking lots, parking garages, service stations, funeral homes, nursing or boarding homes, hospitals, hotels/motels, banks, medical-dental, single and multi-story office buildings, commercial land, department stores, discount stores, restaurants, shopping centers, or supermarkets.

Industrial – (County land use 4x) this land use identifies properties that are developed for industrial use and are assigned a factor of 5.50 EDU per gross acre. This land use classification may include, but is not limited to lots, or parcels identified as vacant industrial land, warehouses, light and heavy industrial, nurseries, sand and gravel quarries, salt ponds, trucking and distribution terminals, wrecking yards, and miscellaneous industrial.

Institutional – (County land use 6x, except 65) this land use identifies properties that are developed for institutional use and are assigned a factor of 5.50 EDU per gross acre. This land use classification may include, but is not limited to, lots or parcels identified as vacant land that is a necessary part of an institutional property, improved government-owned property, low income housing (secured P.I.'s only), golf courses, private schools, churches, lodge-halls, clubhouses, and other institutional properties.

Rural Property – (County land use 5x) this land use identifies properties that are defined as rural lands and are assigned a factor of 0.50 EDU per parcel. This land use classification may include, but is not limited to, lots or parcels identified as rural residential home sites, one or more mobile homes on rural home sites, rural property with significant commercial or industrial use, property used for agriculture (more than 10 acres), rural land in transition to higher land use classification, and rural land under non-renewal of the Williamson Act.

Exempt Property, Cemeteries & Common Open Space – (County land use 0, 03-05, 65) this land use identifies properties that are exempt from assessment and are assigned 0.00 EDU. This land use classification may include, but is not limited to, lots or parcels identified as exempt public agencies; property leased or owned by public utilities, cemeteries, and planned development common areas.

PART E

ASSESSMENT ROLL

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, are on file under separate cover with the City Clerk. Furthermore, the description of each lot or parcel is part of the records of the Assessor of the County of Alameda and those records are, by reference, part of this report. The assessments shown will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2026-27.

Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of the parcels as shown on the Alameda County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Alameda County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.



Street Lighting District No. 1999-1 Fiscal Year 2026-27 Engineer's Report

July 21, 2026

Prepared by

**FRANCISCO
AND ASSOCIATES**

Where Innovative Strategies
Fund Tomorrow's Communities

Table of Contents

	Page No.
Certificate.....	ii
Section I - Introduction	1
Section II – Engineer’s Report	3
Part A – Plans and Specifications	5
Part B – Estimate of Costs	7
Part C – Assessment District Diagram	10
Part D – Method of Apportionment of Assessments.....	12
Part E - Assessment Roll	19

**ENGINEER'S REPORT
CITY OF DUBLIN
STREET LIGHTING MAINTENANCE DISTRICT NO. 1999-1
FISCAL YEAR 2026-27**

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Dublin City Council pursuant to the provisions of Article XIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972 and Section 22500 et al of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: July 14, 2026

By: _____

Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

The City of Dublin (“City”) levies and collects special assessments on parcels within the City of Dublin Street Lighting Maintenance District No. 1999-1 (“District”) to maintain the public street lighting improvements within the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

General Description of the District

The District was initially formed in 1999 to provide a dedicated source of funding for the ongoing maintenance of public street lighting improvements within the boundaries of the Dublin Ranch development (excluding the golf course). Tract 7067, which is the Clifden Parc development off Mountain Rise Place in the western hills of the City was annexed to the District in 2000, and Dublin Ranch Areas A and G were annexed in 2001. The remaining portions of Dublin Ranch, including areas B, C, F and H were annexed to the District in December 2005. Fallon Village (Tract 7586) was annexed to the District in 2007, and Jordan Ranch (Tract 8024, 8073 & 8074) was annexed to the District in 2011. Tract 8102, which is the Tassajara Hills Phase 1 development was annexed to the District in 2017. Tract 8563, which is the Francis Ranch development, was annexed to the District in 2023. One reason for the formation of the District was that a special decorative lighting fixture was designed and installed throughout the area to create a community element as part of the development. A Diagram showing the exterior boundaries of the District is provided within this Report.

A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (“1972 Act”). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIID (“Article XIID”), which was enacted with the passage of Proposition 218 in November 1996.

The formation of this District was initiated by petition from the developer, and the City has determined it is compliant with the substantive and procedural requirements of Proposition 218 and the 1972 Act. At the time the District was formed, the property owners agreed to the inclusion of a formula for increasing assessments for each fiscal year to offset increases due to inflation as described in the assessment methodology.

Any future increase in the assessment rate in excess of the maximum allowable rate or substantial changes in the services provided would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Summary of District

A summary of the maximum assessments and the assessments to be levied in Fiscal Year 2026-27 for each property type is shown in the table below.

TABLE 1: SUMMARY OF MAXIMUM AND APPLIED ASSESSMENTS Street Lighting District No. 1999-1			
Property Type	EDU Factor	FY 2026-27 Maximum Assessment Rate	FY 2026-27 Applied Assessment Rate
Single Family Residential (SFR)	1.00 per Parcel	\$85.56 per Parcel	\$57.00 per Parcel
Commercial	5.50 per Acre	\$470.58 per Acre	\$313.50 per Acre
Exempt, Cemeteries, Common Open Space	0.00 per Parcel	\$0.00 per Parcel	\$0.00 per Parcel

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF DUBLIN

STREET LIGHTING MAINTENANCE DISTRICT NO. 1999-1 FISCAL YEAR 2026-27

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution of Intention, adopted by the City Council of the City of Dublin on June 16, 2026, I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Dublin Street Lighting Maintenance District No. 1999-1 (the "District") submit the following Report, consisting of Section I (Introduction), and this Section II (Engineer's Report), which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Dublin and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2026-27, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Dublin.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Dublin.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's land use classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements to be apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Dublin and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the continued installation, maintenance, and servicing of street lighting improvements within the public rights-of-way and within public easements within private streets which provide special benefit to parcels and properties within the District.

For the first several years after the formation of the District, this District did not incur a significant maintenance cost; however, as the streetlights age, the number of repairs are increasing. In addition, a portion of the funds collected from the annual assessments of the District are being set aside for future capital improvement project costs in a separate improvement fund referred to as a Capital Improvement Fund (CIF). The CIF was established for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Anticipated projects include LED conversions and pole painting. These funds are not considered part of the regular maintenance of the improvements or a part of the Operating Reserve Fund.

In Fiscal Year 2012-13, 321 streetlights in the District were retrofitted with new light emitting diode (LED) fixtures. The total construction cost for these improvements was \$283,800. As part of this retrofit, the district received a one-time rebate amount of \$39,950 from Pacific Gas & Electric (PG&E).

As generally defined in the 1972 Act, maintenance and servicing of the street lighting improvements may include one or any combination of the following:

- 1) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 2) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, paving, or water, irrigation, drainage, or electrical facilities.
- 3) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
 - a) Repair, removal, or replacement of all or any part of any improvements;
 - b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, paving, or water, irrigation, drainage, or electrical facilities;
 - c) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti; and
 - d) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
- 4) Incidental expenses associated with the improvements including, but not limited to:
 - a) The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;

- b) The costs of printing, advertising, and the publishing, posting, and mailing of notices;
- c) Compensation payable to the County for collection of assessments;
- d) Compensation of any engineer or attorney employed to render services;
- e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and
- f) Costs associated with any elections held for the approval of a new or increased assessment.

Pursuant to the 1972 Act:

"Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement.

"Service" or "servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All public streetlights and other eligible improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown on a following page herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows the estimated fund balance, and the projected reserve collection increase/(decrease) based upon the estimated expenditures and assessment revenue. Projected cost estimates are also shown for the next two (2) fiscal years.

The following describes the general services and costs shown in the cost estimate.

District Costs

Operating Supplies – The cost of supplies for ongoing maintenance and servicing of the street lighting improvements including street light repair parts and the labor associated with performing the repair work. In addition, a portion of this cost is set aside as a contingency amount for both large scheduled and unscheduled, but necessary repairs.

Contract with Alameda County – The cost of street light maintenance provided by the County of Alameda based on the current fiscal year contract.

California Street Light Association – The cost of Street Light Association dues based on relative number of lights within the District.

Utilities Electricity – The cost of streetlight electrical energy use, including miscellaneous utility charges.

Miscellaneous Expenses – Costs that cannot easily be categorized into any of the other District Costs defined above.

Legal Notices – The cost of legal notices includes costs associated with preparation and publishing of any, and all required legal notices associated with the District.

District Administration – The costs of contracting with professionals to provide services specific to the annual levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District, such as the cost to prepare and mail notices of the public meeting and hearing.

Public Works Administration – The cost of public works administration includes costs derived by the City's Public Works Department or other department in relation to the administration and management of the District.

County Collection Fee – The cost to the District for the County to collect assessments on the annual secured property tax bills. Alameda County charges 1.7% of the total levy amount.

The following table shows the cost estimate for Fiscal Years 2026-27 and 2027-28.

Table 2: Cost Estimate Table		
Street Lighting Maintenance District No. 1999-1		
District Revenues	FY 2026-27 Cost Estimate	FY 2027-28 Cost Estimate
Estimated Assessment Revenues ¹	\$518,000	\$533,500
Contributions from Other Revenue Sources ²	<u>\$31,200</u>	<u>\$31,600</u>
Total Revenues:	\$549,200	\$565,100
Estimated Expenditures		
Contract with Alameda County	\$84,000	\$84,000
Utilities - Electricity	\$304,500	\$320,000
District Administration and Supplies	\$37,000	\$37,500
Streetlight Pole Painting Project	\$42,000	\$42,000
California Street Light Association	\$500	\$500
Legal Notices	\$647	\$667
County Collection Fee (1.7% of Assessments)	<u>\$8,800</u>	<u>\$9,100</u>
Total Annual Expenditures:	\$477,447	\$493,767
Fund Balance Information		
Beginning Balance - Projected July 1, 2026	\$923,125	\$994,878
FY 2026-27 Reserve Collection Increase/(Decrease)	<u>\$71,753</u>	<u>\$71,333</u>
Ending Balance - Projected June 30, 2027	\$994,878	\$1,066,211
Recommended Operating Reserves	\$238,724	\$246,884
Available Operating Reserves ³	\$238,724	\$246,884
Available Capital Reserves ⁴	\$756,155	\$819,328

¹The actual assessment amount levied may be slightly less because the County only applies assessments in even pennies in order to divide the property tax bill payments into two equal installments.

²Includes interest and investment earnings and the City contribution for General Benefit to the public at large associated with street lighting along City public roadways.

³The City receives assessment revenue in two installments, typically in January and May. Therefore, the City must maintain sufficient fund to cover approximately 50% of the annual budget during the period from July 1st through December 31st.

⁴The Landscaping and Lighting Act of 1972 allows for the collection of funds for the repair and replacement of eligible District improvements.

Capital Improvement Projects

In addition to collecting funds annually for maintenance, funds are also allowed to be collected for capital improvement projects. Capital improvement projects generally include the repair and replacement of public improvements authorized to be maintained by the District. These funds are collected and often accumulated in a separate fund and are not considered to be a part of the regular maintenance of the improvements.

Streetlight Pole Painting Project: The City has identified the need for painting of streetlight poles within the District through Fiscal Year 2028-29.

Citywide Energy Improvements: The City identified the need to upgrade streetlights to energy-efficient light emitting diode (LED) technology. The LED project is funded and underway, and no further funding from the District is needed.

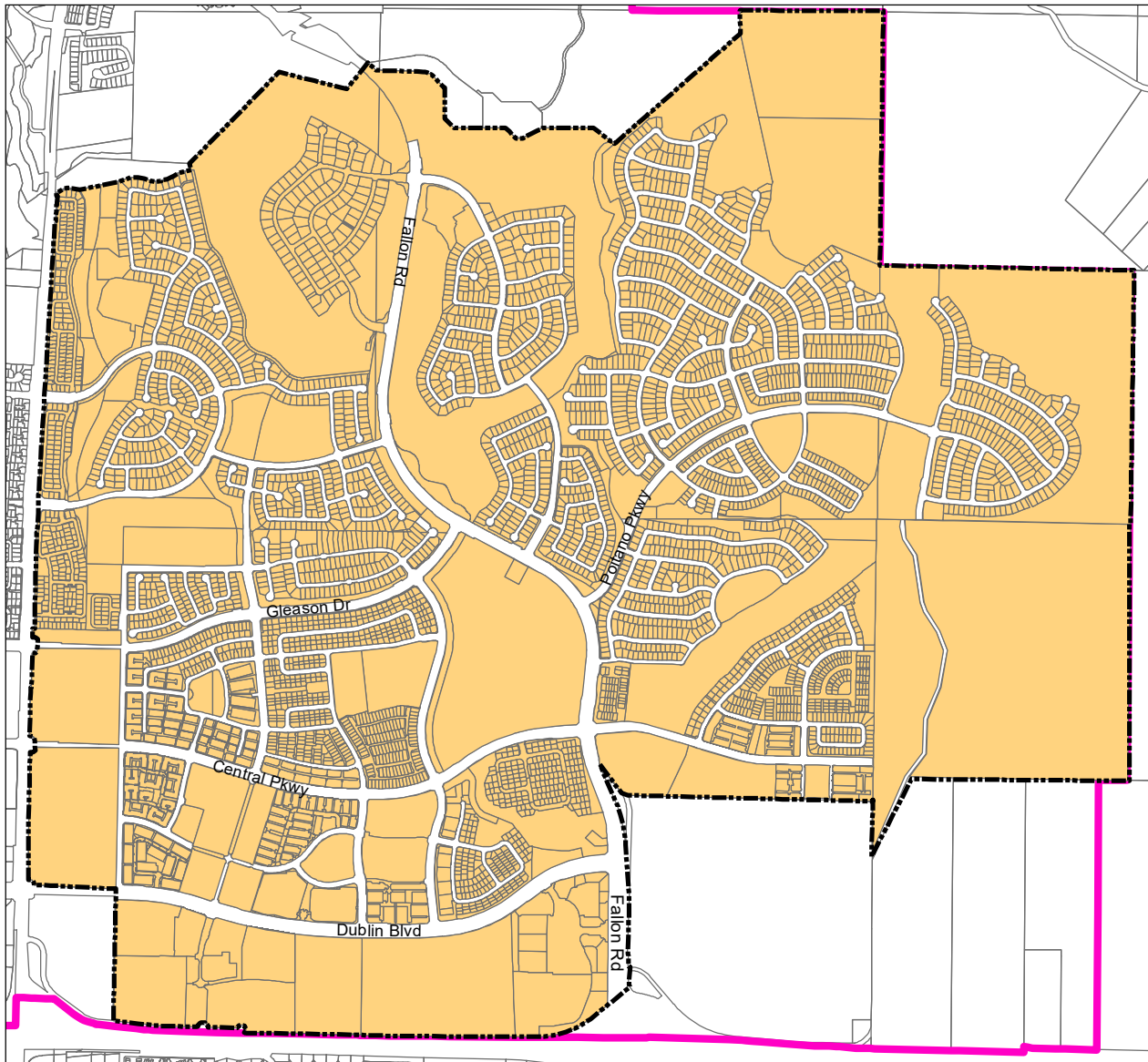
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

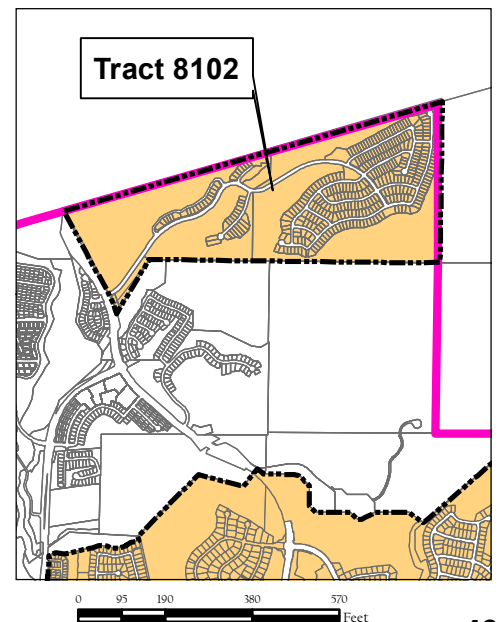
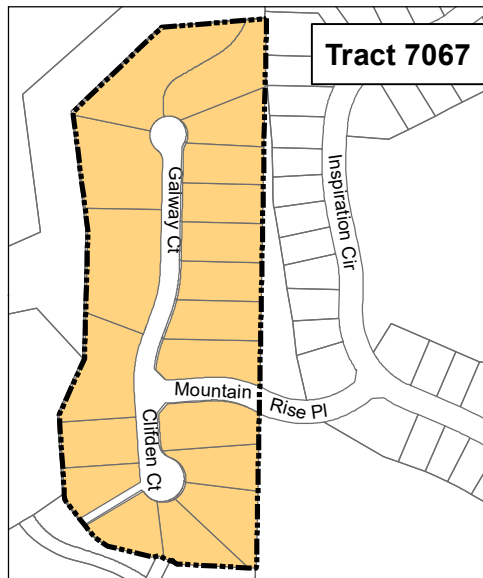
A reduced copy of the Assessment Diagram is shown on the following page.

City of Dublin Street Lighting District No. 1999-1 Assessment Diagram



Legend

- Parcel Lines
- LLAD 1999-1 Boundary
- City Limit
- Parcels within LLAD 1999-1



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIID Section 4:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel.”

Article XIID of the California Constitution also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial, and institutional activities.

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements as determined at the time the District was established.

The District provides a funding source for the operation, maintenance, servicing, and replacement of street lighting improvements authorized under the Act and that specially benefit properties within the boundaries of the District.

In order to quantify and separate the general benefits to the public at large from special benefits conferred to property by the street lighting improvements, a benefit analysis was conducted. The analysis reviewed the location, purpose, and utilization of the street lighting improvements, identified the properties benefiting from the improvements both within and outside the City, and allocated the costs to operate, maintain, service, and replace the improvements among benefiting properties within the District. Because general benefits to the public at large are not assessable under Proposition 218, any costs attributable to general benefit to the public at large must be funded by the City from sources other than the District assessments. Only those costs attributed to the special benefits conferred upon properties within the District are assessable as described in this Report.

Publicly available mapping services were utilized to determine whether the City's major roadways are likely to be traversed by vehicular trips commencing from locations outside City limits to destinations also located outside City limits. A comprehensive analysis of viable travel routes was performed using locations outside City limits as trip origins and destinations. The analysis confirmed that most regional flow-through traffic is more likely to utilize interstate and regional transportation corridors rather than the City's major roadway network. However, the analysis also determined that a portion of regional and commuter traffic may utilize the City's major roadways when traveling between locations outside City limits. These findings are consistent with other traffic studies performed for the City.

As part of the benefit analysis, average daily trip generation information published by the California Department of Transportation was reviewed in conjunction with likely commuter travel routes and regional traffic patterns to estimate the proportionate level of regional flow-through traffic utilizing the City's major roadways. The incidental and general benefits associated with such regional flow-through traffic was identified and separated from the special benefits conferred upon properties within the District.

Based upon the analysis described above, it was determined that 11.75% of the benefits associated with the street lighting improvements located along the City's major roadways are general benefits to the public at large, including benefits associated with regional and flow-through traffic originating from outside the City. Accordingly, 11.75% of the costs attributable to those improvements must be funded from sources other than District assessments. The remaining 88.25% of the benefits associated with such improvements constitute special benefit to properties within the District, and the corresponding costs are assessable through the District in accordance with Proposition 218.

Local street lighting improvements provide illumination along in-tract areas and neighborhood streets within the City. These lighting facilities provide increased illumination for ingress and egress, improved security conditions, and protection of property located within in-tract areas and along neighborhood streets. Local street lighting improvements are located along in-tract neighborhood streets and are designed primarily to provide access to parcels within the neighborhood rather than to accommodate regional or flow-through traffic.

As a result, virtually all vehicular trips along these streets originate from or are destined for parcels located along those streets. However, it is reasonable to assume some vehicular traffic may utilize in-tract roads due to an unusual traffic pattern or a mistaken turn into a neighborhood. Although these are infrequent circumstances, they must be accounted for and cannot be assessed to properties within the District. Based on the functional design of neighborhood street networks and the low likelihood of flow-through traffic utilizing these streets, it is conservatively estimated that 98% of the trips utilizing in-tract public roads provide special benefit to parcels facing those roads, while 2% of the trips represent general benefit to the public at large. Accordingly, 98% of the annual costs associated with the operation, maintenance, servicing, and replacement of local street lighting improvements are attributed to special benefit and may be assessed to benefiting parcels, while the remaining 2% of the costs are attributed to general benefit to the public at large and will be funded through an alternative funding source.

Special Benefits – The method of apportionment (method of assessment) established herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements and the desirability and security of those properties is enhanced by the presence of public lighting in close proximity to those properties.

The special benefits of street lighting and other public lighting facilities are for the convenience, safety, and security of property, improvements, and goods. Specifically:

- 1) Enhanced deterrence of crime and to aid police protection.
- 2) Increased nighttime safety on roads, streets, and public areas.
- 3) Improved ability of pedestrians and motorists to see.
- 4) Improved ingress and egress to property.
- 5) Reduced vandalism and other criminal acts and damage to improvements or property.
- 6) Improved traffic circulation and reduced nighttime accidents and personal property loss.

The preceding special benefits contribute to the aesthetic value and desirability of each of the assessed parcels within the District and thereby provide a special enhancement of the properties. Furthermore, it has been determined that the lack of funding to properly service and maintain the District improvements would have a negative impact on the properties within the District.

All the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Properties – Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

- 1) Publicly owned parcels that are reserved as public open space or are developed as City parks for active recreation and are maintained and serviced by the District;
- 2) Publicly owned wetland parcels;
- 3) Certain public utility parcels;

- 4) Privately owned open space parcels; and
- 5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel. The adjacent larger parcel, of which these "sliver" parcels are a part, are assessed at the residential rate.

Assessment Methodology

The special benefits received by each parcel within the District and each parcel's proportional annual assessment are calculated on the basis of a formula that utilizes Equivalent Dwelling Units (EDU). The EDU method of apportionment establishes a proportional benefit relationship between the various parcels within the District and the improvements maintained by the District. The typical single-family residential parcel is assigned 1.00 EDU since it represented more than 85% of the total parcels within the District.

EDUs are assigned to the other land uses based upon the property's development status, type of development (County of Alameda land use code) and property size as shown in the table below.

TABLE 3: ASSESSMENT METHODOLOGY Street Lighting District No. 1999-1	
<u>Property Type</u>	<u>EDU Factor</u>
Single Family Residential (SFR)	1.00 per Parcel
Commercial	5.50 per Acre
Exempt, Cemeteries, Common Open Space	0.00 per Parcel

Single-Family Residential (SFR) – (County land use 1x, 2x, 7x) This land use identifies properties that are developed for single-family residential use and are assigned a factor of 1.00 EDU per parcel. This is the base value that all other land use types are compared and weighted against (i.e., EDU). This land use classification may include, but is not limited to, lots or parcels identified as single-family residential homes, condominium, vacant residential land zoned for four units or less, planned development (tract or townhouse type), and modular/manufactured single-family residential units. Developed apartments are assigned a factor of 1.00 EDU per dwelling unit. Parcels with a vacant apartment land use are treated like commercial and assessed 5.50 EDU per acre.

Commercial – (County land use 3x, 8x, 9x) This land use identifies properties that are considered improved for commercial use and are assigned a factor of 5.50 EDU per gross acre. This land use classification may include, but is not limited to, lots or parcels identified as car washes, commercial garages, automotive dealerships, parking lots, parking garages, service stations, funeral homes, nursing or boarding homes, hospitals, hotels/motels, banks, medical-dental, single and multi-story office buildings, bowling alleys, theaters, vacant commercial land, department stores, discount stores, restaurants, shopping centers, supermarkets, commercial or industrial condominium prior to sale of one unit, and miscellaneous commercial. In addition, institutional property, such as schools and other types of public property are identified within this category.

Common Open Space – (County land use 0, 03-05, 65) This land use identifies properties that are exempt from assessment and are assigned 0.00 EDU. This land use classification may include, but is not limited to, lots or parcels identified as exempt public agencies, property leased or owned by public utilities, cemeteries, and planned development common areas.

The following formulas are used to calculate each property's assessment:

$$\text{Total Balance to Levy} / \text{Total EDUs} = \text{Levy per EDU (Rate)}$$

$$\text{Parcel EDU} \times \text{Levy per EDU} = \text{Parcel Levy Amount}$$

Maximum Assessment Rate

It is recognized that the cost of maintaining the District improvements increases slightly every year because of inflation. At the time the District was formed, the property owners approved a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation.

The maximum assessment amount for each property type shall be increased each fiscal year in an amount equal to the annual percentage increase of the local San Francisco-Oakland-San Jose Area Consumer Price Index ("Index") for "All Urban Wage Earners and Clerical Workers" which is applied to all costs except utilities (water and electricity), plus the actual percentage increase in utility costs (collectively, "Annual Escalation Factor").

In order to implement the District's Annual Escalation Factor annually, two rates were developed based on the cost estimate that was prepared at the time the property owners approved the annual escalator. The first rate (the "CPI Rate") was created to encompass the annual District cost increases except for utilities. The second rate (the "Utility Rate") was created to encompass the annual utility cost increases.

The Index is to be applied annually to the prior year's maximum CPI Rate for each property type to pay for all costs except utilities. The maximum Utility Rate was established to pay for all utility costs for each property type and is to be increased annually by the percentage change in the budgeted amount for utilities as shown in the annual District's fiscal year Engineer's Reports. The increase in utility costs shall be calculated by taking the upcoming fiscal year's budgeted amount for utilities and subtracting the District's previous highest yearly budgeted amount for utilities. This difference is used to calculate the annual increase in the Utility Rate for each property type. The combination of the maximum CPI Rate and maximum Utility Rate (collectively, "Maximum Assessment Rate") shall equal the Maximum Assessment Rate for the upcoming fiscal year. Please see Table 3 for details regarding the Maximum Assessment Rate for Fiscal Year 2026-27.

The timing of the annual percentage increase of the Index was changed beginning in 2018 and for each year thereafter for administrative purposes, to ensure the City is

allowed the time necessary to have all annual documents prepared and approved by the City Council by June of each year, and to meet both County submittal and statutory requirements. Each fiscal year starting in 2018, the City shall identify the annual percentage difference in the Index between the most recent calendar year and that of the prior calendar year; more specifically, the annual percentage change used to escalate the prior year's assessment rates for Fiscal Year 2026-27 was determined based on the difference using the annual amount for calendar years 2026 and 2025. Should the Bureau of Labor Statistics revise such Index or discontinue the preparation of such Index, the City shall use the revised index or comparable index as approved by the City Council for determining fluctuations in the cost of living. The following table shows the Maximum Assessment Rates allowable for Fiscal Year 2026-27.

TABLE 4: MAXIMUM ASSESSMENT RATE	
Street Lighting District No. 1999-1	
CPI for 2025 Calendar Year ¹	343.886
CPI for 2026 Calendar Year ¹	351.630
% Change in CPI - Increase	2.25%
Fiscal Year 2025/26 Maximum Rate per EDU - CPI Rate	\$46.61
Fiscal Year 2026/27 Maximum Rate per EDU - CPI Rate	\$47.66
Prior Year Maximum Utility Budget ²	\$289,800
Utility Budget for FY 2026/27	\$304,500
% Change in Utility Rate - Increase ³	5.072%
Fiscal Year 2025/26 Maximum Rate per EDU - Utility Rate	\$36.07
Fiscal Year 2026/27 Maximum Rate per EDU - Utility Rate	\$37.90
Fiscal Year 2025/26 Maximum Assessment Rate per EDU	\$82.68
Fiscal Year 2026/27 Maximum Assessment Rate per EDU ⁴	\$85.56

¹ CPI is based off of the All Urban Wage Earners and Clerical Workers.

² The Fiscal Year 2025/26 Budget Amount for Utilities was the previous highest amount budgeted for utility costs.

³ Equals the % difference between the Fiscal Year 2025/26 and FY 2026/27 Maximum Utility Rate. If the Utility Budget does not increase, no increase will be realized.

⁴ Equals the Fiscal Year 2026/27 Maximum CPI Rate + Maximum Utility Rate.

If the City Council determines that an inflation adjustment is not required for a given fiscal year, the City Council may authorize the ensuing fiscal year's assessment without applying the adjustment formula to the amount levied. If the cost estimate and assessments for the District require an increase greater than the adjustment set forth in the formula, then the proposed increase would be subject to approval by the District property owners. Each fiscal year, the maximum assessment rate shall increase at the

maximum amount allowable regardless of whether the increase is levied to the parcels within the District.

PART E

ASSESSMENT ROLL

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, are on file under separate cover with the City Clerk. Furthermore, the description of each lot or parcel is part of the records of the Assessor of the County of Alameda and those records are, by reference, made part of this report. The assessments shown will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2026-27.

Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of the parcels as shown on the Alameda County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Alameda County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

**CITY OF DUBLIN
FISCAL YEAR 2026-27
BUDGET CHANGE FORM**

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves _____ X _____

Budget Transfer Between Funds _____ X _____

From Designated Reserves _____

Other _____

DECREASE BUDGET AMOUNT

INCREASE BUDGET AMOUNT

Account	Amount	Account	Amount
EXPENDITURES: SLMD 1983-1 Contract Services		REVENUE: SLMD 1983-1 Current Assessments	
27016400.64001	(\$7,000)	27010000.43101	\$3,330
EXPENDITURES: SLMD 1983-1 Contract Services		REVENUE: SLMD 1999-1 Current Assessments	
27016411.64001	(\$1,600)	27050000.43101	\$140,452
EXPENDITURES: SLMD 1999-1 Contract Services		REVENUE: SLMD 1999-1 Transfers In	
27056336.64001	(\$4,500)	27050000.49999	\$11,200
EXPENDITURES: SLMD 1999-1 Contract Services		EXPENDITURES: SLMD 1999-1 Contract Services	
27056400.64001	(\$7,000)	27056415.64001	\$1,800
		EXPENDITURES: SLMD 1999-1 Contract Services Eng.	
		27056415.64091	\$500
		EXPENDITURES: General Fund, Transfer Out	
		10010010.89101	\$11,200

REASON FOR BUDGET CHANGE

Final Engineering Reports for SLMD 1983-1 and SLMD 1999-1 have projected revenue and expense amounts that differ from those added to the 2026-27 budget. Assessment Revenue increases reflect projected totals based on updated assessment amounts. "Transfers In/Transfer Out" line items for SLMD 1999-1 capture general benefit contribution.

As Presented at the City Council Meeting 7/21/2026

*****Finance Use Only*****

Posted By: _____

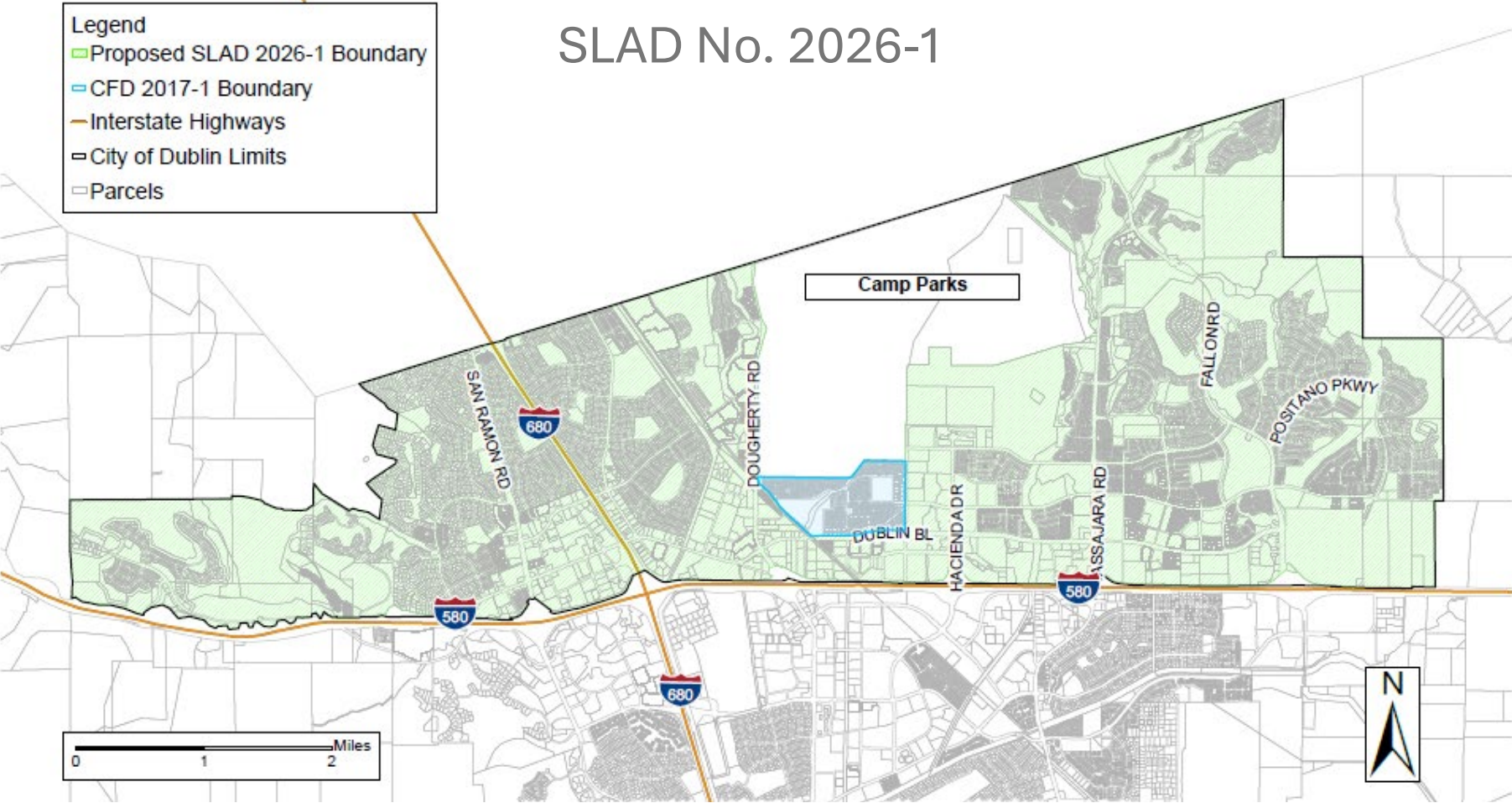
Date: _____

Public Hearing for Street Lighting Maintenance Districts

July 21, 2026



Ballot Results: Proposed Street Lighting Assessment District



SLAD 2026-1 Ballot Results

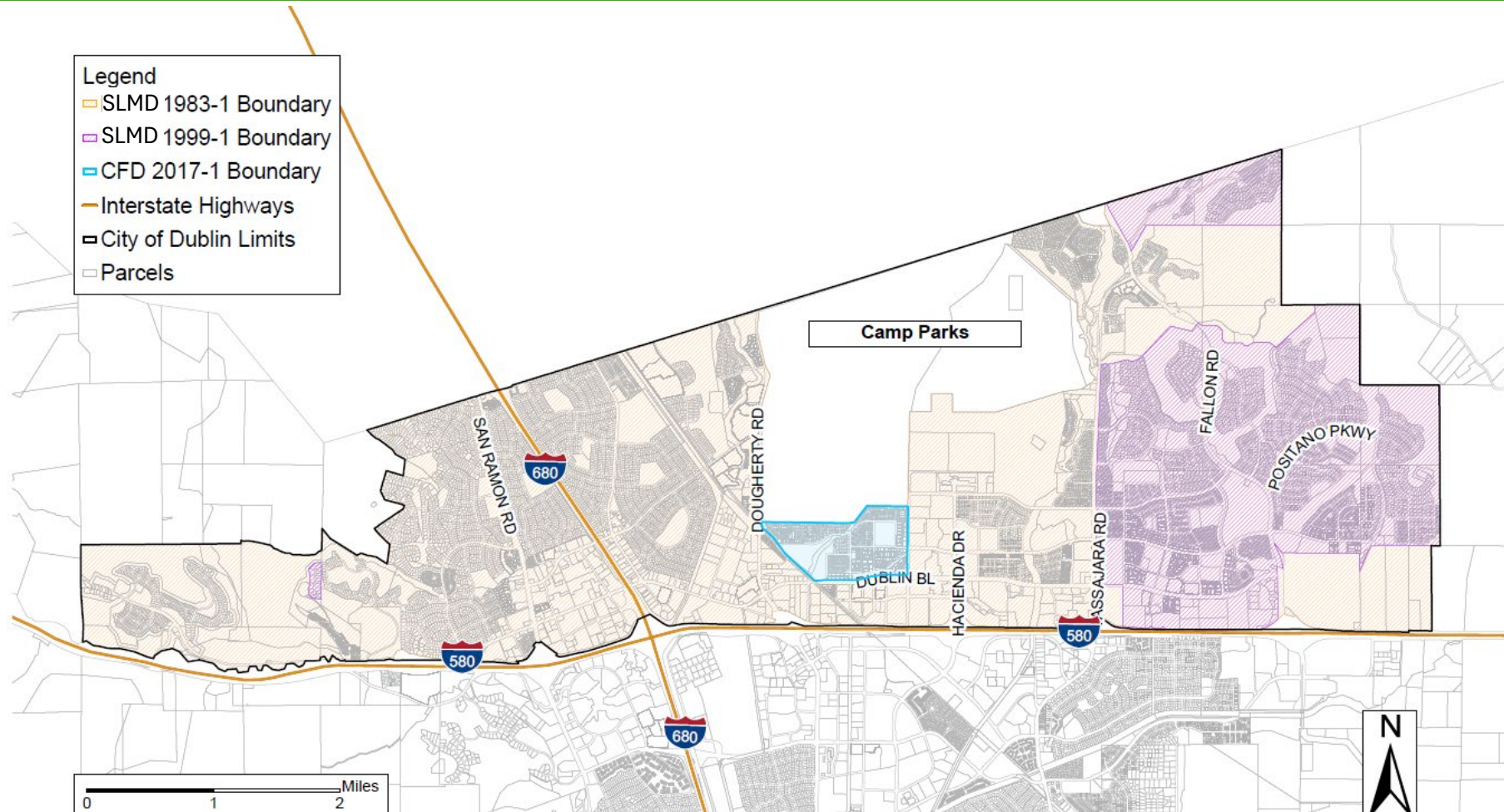
Based on the weighted ballots returned, the formation of SLAD 2026-1 **DID NOT PASS**

Type of Vote	Number of Ballots Returned*	Proposed Assessment Amount	Percent of Weighted Assessment
Yes	1,834	\$73,317.07	44.2%
No	<u>1,991</u>	<u>\$92,533.46</u>	<u>55.8%</u>
Total	3,825	\$165,850.53	100.0%

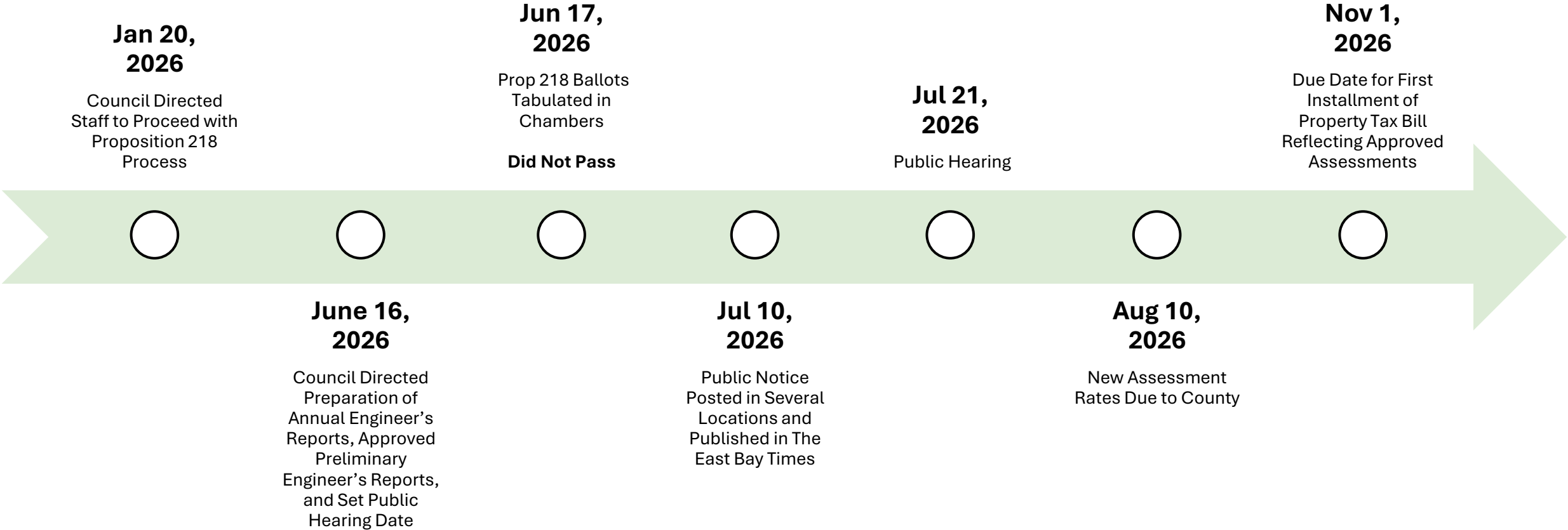
**19.27% overall return rate*



Public Hearing: Street Lighting Maintenance Districts (SLMDs)



SLMD Timeline



SLMD 1983-1

Funds maintenance and servicing costs for public streetlights.

Maximum assessments capped since FY 07-08 (no built-in cost escalator):

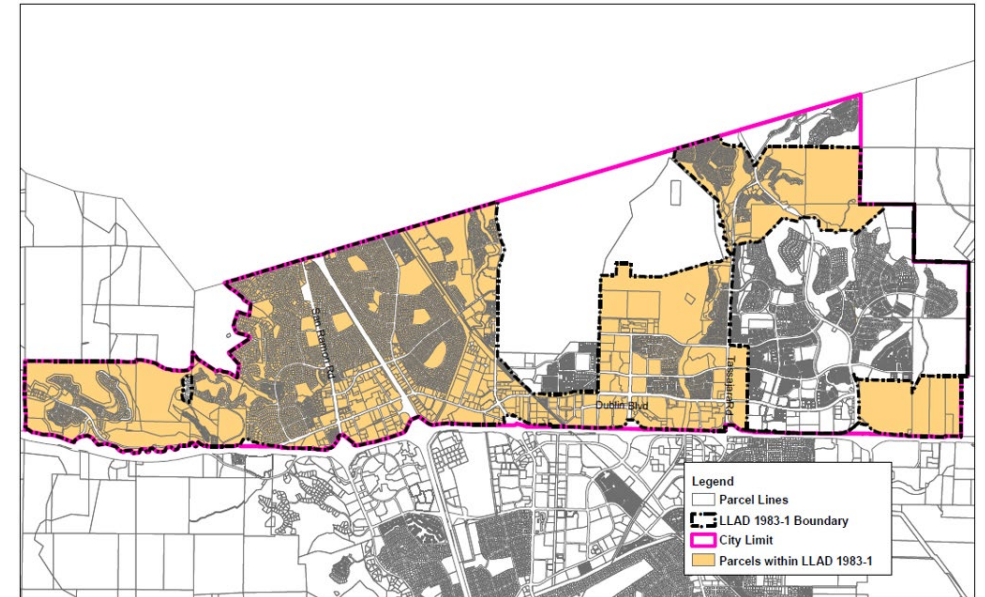
- Rates between \$9.67 and \$116.04 based on Property Type
- Single Family Residential capped at \$19.34 per Parcel

Projected Revenue: \$333,000

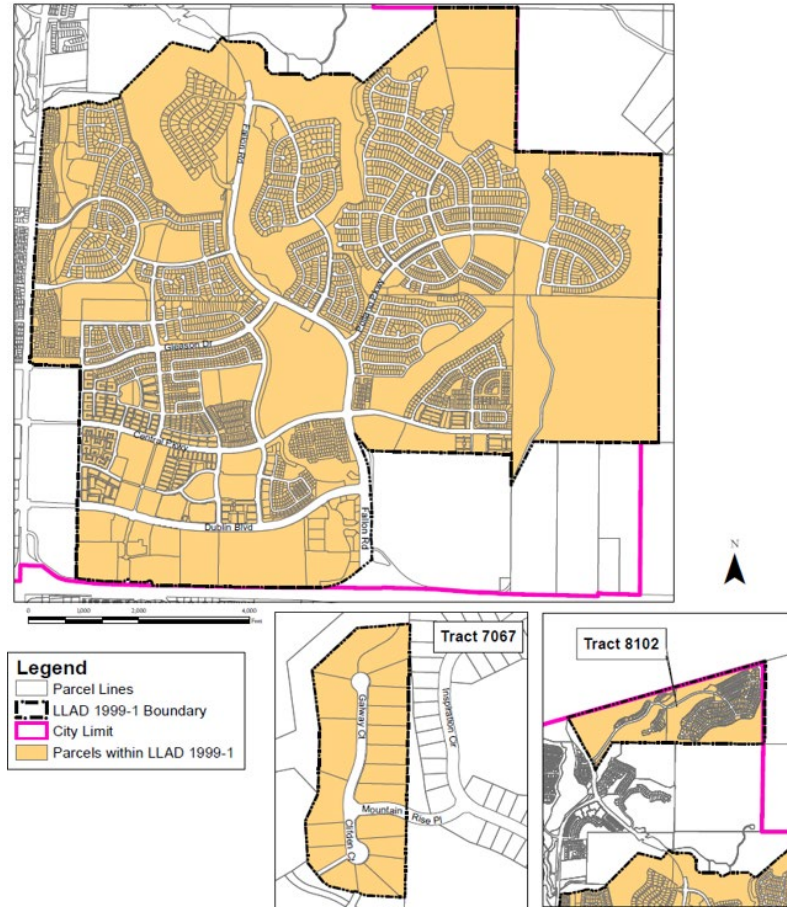
Projected Expenditures: \$454,747

Projected Reserve Balance: \$165,405

- *Use of Reserves: (\$121,747)*



SLMD 1999-1



Funds maintenance of public street lighting improvements, including decorative light fixtures, in Dublin Ranch, Fallon Village, Jordan Ranch, and Clifden Park developments.

Proposed assessments will increase by 19.25%:

- \$57.00 per Single Family Residential Parcel (Maximum: \$85.56)
- \$313.50 per Commercial Acre (Maximum: \$470.58)

Projected Revenue: \$549,200

Projected Expenditures: \$477,447

Projected Reserve Balance: \$994,878

- *Addition to Reserves: \$71,753*



SLMD Assessment Summary

District	Property Type	Current Assessment	Proposed Assessment	\$ Change	% Change	FY 26-27 Proj. EOY Reserve Balance
1983-1 (Citywide)	Single Family Residential	\$19.34	\$19.34	\$0.00	0.00	\$165,405
	Condominium Residential	\$19.34	\$19.34	\$0.00	0.00	
	Duplex, Multi Family Residential	\$38.68	\$38.68	\$0.00	0.00	
	Triplex, Multi Family Residential	\$58.02	\$58.02	\$0.00	0.00	
	Fourplex, Multi Family Residential	\$77.36	\$77.36	\$0.00	0.00	
	Apartments, Multi Family Residential	\$116.04	\$116.04	\$0.00	0.00	
	Commercial/Industrial/Institutional	\$106.37	\$106.37	\$0.00	0.00	
	Vacant Commercial/Industrial/Institutional	\$53.18	\$53.18	\$0.00	0.00	
	Rural	\$9.67	\$9.67	\$0.00	0.00	
	Exempt, Cemeteries, Common Open Space	\$0.00	\$0.00	\$0.00	0.00	
1999-1 (Dublin Ranch)	Single Family Residential	\$47.80	\$57.00	\$9.20	19.25	\$994,878
	Commercial	\$262.91	\$313.50	\$50.59	19.25	
	Exempt, Cemeteries, Common Open Space	\$0.00	\$0.00	\$0.00	0.00	



SLMD Expenditure Budget Summary

Expenditure Category	1983-1 (Citywide)	1999-1 (Dublin Ranch)
Maintenance Contract	\$95,000	\$84,000
Electricity	\$324,500	\$304,500
Administration and Supplies	\$28,000	\$37,000
California Street Light Association	\$1,200	\$500
Legal Notices	\$647	\$647
County Collection Fee (1.7%)	\$5,400	\$8,800
Capital Improvement Projects	\$0	\$42,000
Totals:	\$454,747	\$477,447



SLMD Next Steps

July 21, 2026: Street Lighting Maintenance District Public Hearing

August 10, 2026: New Assessment Rates Due to Alameda County Auditor/Controller

November 1, 2026: Due Date for First Installment of Property Tax Bill Reflecting
Approved Assessments



Recommendation

1. Adopt the **Resolution** Declaring the Results of the Property Owner Ballot Tabulation for the Proposed Formation of Street Lighting Assessment District 2026-1
2. Adopt the **Resolution** Approving the Engineer's Reports, Confirming Diagrams and Assessments, and Ordering the Levy of Assessments for Street Lighting Maintenance Districts 1983-1 and 1999-1 for Fiscal Year 2026-27; and
3. Approve the Budget Change





STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Assembly Bill 562 (2013) Final Outcome Report on Economic Development Subsidy Provided to Pacific Catch Inc.
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will hold a public hearing on the final outcome report for the economic development subsidy provided to Pacific Catch Inc. through the City's Sewer Capacity Assistance Program.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and accept the report.

FINANCIAL IMPACT:

There is no financial impact associated with accepting this report. However, the fiscal benefit to the City as a result of the economic development subsidy provided to Pacific Catch Inc. has been net positive.

DESCRIPTION:

Background

The City of Dublin offers several economic development incentive programs to encourage business attraction, retention, and investment. As part of these efforts, the City established the Sewer Capacity Assistance Program (SCAP) with support from Dublin San Ramon Services District (DSRSD) in 2010. The program provides eligible businesses and property owners with credits for Dwelling Unit Equivalents (DUEs) toward DSRSD sewer connection fees, helping reduce development costs and encourage economic investment.

California Assembly Bill 562 (2013), codified as California Government Code Section 53083, requires cities and counties that provide economic development subsidies of \$100,000 or more

to conduct public hearings and provide specified public disclosures. Required information includes the name of the subsidy recipient, the amount of the subsidy, the beginning and ending dates of the subsidy, projected tax revenues generated and forgone, and the estimated number of jobs to be created.

The law also requires an outcome report and public hearing within the first five years of the subsidy, documenting the amounts expended or forgone, jobs created, and net new tax revenues. For subsidies with a term of 10 years or longer, a final outcome report and public hearing are required upon conclusion of the subsidy period.

Subsidy Reporting for Pacific Catch Inc.

On September 16, 2014 the City Council adopted Resolution No. 160-14 approving an agreement with Regency Village at Dublin LLC and Pacific Catch Inc. permitting re-allocation of regional and local sewer capacity rights. Through the City's SCAP, Pacific Catch received 8.44 DUEs, valued at \$140,535 at the time of approval, to offset sewer connection fees associated with the restaurant's development. Pacific Catch is located at 5251 Martinelli Way within the Persimmon Place shopping center owned by Regency Village at Dublin LLC.

The first required report at the five-year mark was presented to the City Council at a public hearing on May 21, 2019. The 2019 report projected annual tax revenue to the City between \$35,000 and \$55,000 and reported the creation of 15 full-time and 49 part-time jobs.

The subsidy, with a term of 10 years measured from the time of occupancy rather than from the 2014 approval of the agreement, has now concluded. In accordance with Government Code Section 53083, Staff has prepared the 2026 Final Outcome Report on Economic Development Subsidy Provided to Pacific Catch (Attachment 1). The report documents the final results of the subsidy, including the value of the assistance provided, jobs created, and the overall fiscal impact on the City. While specific sales tax revenue information remains confidential pursuant to the California Revenue and Taxation Code, the report concludes that Pacific Catch has continued to generate a positive net fiscal benefit to the City, consistent with the findings reported in the 2019 outcome report. Full-time employment increased from 15 to 26 positions and part-time employment declined from 49 to 25 positions since the 2019 report. These figures reflect current employment at the time of this report.

The assistance provided to Pacific Catch Inc. achieved the intended objectives of the program. The restaurant remains in operation more than a decade after opening, continues to generate ongoing sales tax revenue to the City, and supports local employment. The revenue generated over the life of the subsidy has exceeded the value of the original subsidy, and as a result, the City has realized a positive return on its investment while supporting the attraction and long-term success of a Dublin-based business.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A Public Hearing Notice was published in the *East Bay Times* and posted at several locations throughout the City. A copy of this Staff Report was provided to the parties to the Agreement. The outcome report was made available to the public via the City's website at www.dublin.ca.gov/1552. The City Council Agenda was posted.

ATTACHMENTS:

- 1) 2026 Final Outcome Report on Economic Development Subsidy Provided to Pacific Catch Inc.

**CITY OF DUBLIN
2026 FINAL OUTCOME REPORT ON ECONOMIC DEVELOPMENT SUBSIDY
PROVIDED TO PACIFIC CATCH INC.**

The purpose of this report is to provide the information required by California Government Code Section 53083 in regard to an economic development subsidy provided by the City pursuant to an Agreement by and between the City of Dublin, Pacific Catch Inc., and Regency Village at Dublin LLC (Regency Centers).

California Government Code Section 53083 requires that, within the first five years of an economic development subsidy, the City provide a public report containing specified information, make the report available on the City's website, and hold a public hearing to receive written and oral comments. The report was required to remain publicly available through the end of the subsidy term, which concluded on June 21, 2026. Upon expiration of the subsidy, the City is also required to prepare a final report and conduct a public hearing. This report fulfills that final reporting requirement.

The public hearing to consider any comments on the information contained in this report will be held at the following time and place:

[Dublin City Council Meeting](#)

Tuesday, July 21, 2026 at 7:00 p.m.

Peter W. Snyder Council Chamber, 100 Civic Plaza, Dublin, CA 94568

**2026 FINAL OUTCOME REPORT ON ECONOMIC DEVELOPMENT SUBSIDY
PROVIDED TO PACIFIC CATCH INC.**

Statement of the public purposes for the economic development subsidy:

The public purposes for the economic development subsidy are to:

- continue to expand and enhance economic opportunities for businesses in the City
- continue to expand the City's employment base, and
- continue to generate Sales Tax that the City can utilize to fund general governmental services such as police, fire, street maintenance, and parks and recreation programs.

1. The name and address of all corporations or any other business entities, except for sole proprietorships, that are a beneficiary of the economic development subsidy:

The City provided financial assistance in the form of an economic development subsidy to Regency Village at Dublin LLC (Regency Centers), the property owner, and Pacific Catch Inc., the Applicant, and as described in the Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity ("Agreement").

Pacific Catch Inc.
Doing business at
5251 Martinelli Way
Dublin, CA 94568

Regency Village at Dublin LLC (Regency Centers)

1777 Botelho Drive, Suite 200
Walnut Creek, CA 94596

2. The start and end dates (term) for the economic subsidy:

The start and end of the economic development subsidy are as follows:
Agreement approved September 16, 2014; subsidy term ran 10 years from occupancy, concluding June 21, 2026.

3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy:

Through the City's Sewer Capacity Assistance Program, the City assisted Pacific Catch Inc. with 8.44 Dwelling Unit Equivalents (DUEs), which had an approximate value of \$140,535.

There was no cost to transfer the City's unused wastewater capacity rights to Pacific Catch, Inc.

4. The net tax revenue accruing to the local agency as a result of the economic development subsidy:

The City has received the projected annual tax revenue of between \$35,000 and \$55,000 as estimated in the Agreement.

Note: Revenue and Taxation Code Section 7056 requires that sales tax data be kept confidential since that information would reveal the business affairs or operations of a business. Thus, it is unlawful for the City to disclose specific amounts of tax revenue received from a single business or property.

5. The net number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions:

Full-time positions:	26
Part-time positions:	25
Temporary positions:	0
Total:	51

Assembly Bill 562 (2013) Final Outcome Report on Economic Development Subsidy (Sewer Capacity Assistance Program) for Pacific Catch Inc.

July 21, 2026



Sewer Capacity Assistance Program Overview

- Established in 2010 through a partnership between the City of Dublin and the Dublin San Ramon Services District (DSRSD).
- Provides Dwelling Unit Equivalent (DUE) credits to eligible businesses and property owners to offset DSRSD sewer connection fees.
- Designed to reduce development costs, encourage business investment, and support economic development.



Assembly Bill 562 (2013) Background

- AB 562 (2013) requires cities and counties granting economic development subsidies of \$100,000 or more to provide public hearing reports on:
 - The initial consideration of the subsidy.
 - Five-year outcome of the subsidy.
 - Outcome at the conclusion of the subsidy.



Subsidy Background

- In 2014, the City received a request from Pacific Catch Inc. to participate in the Sewer Capacity Assistance Program to support the opening of a new restaurant at the Persimmon Place retail shopping center.
- On September 16, 2014, the City Council approved an Agreement with Pacific Catch Inc. and Regency Village at Dublin, LLC (Regency Centers).
- Pacific Catch is one of the popular destinations at Persimmon Place, which is home to more than 20 successful retail and restaurant establishments.



Subsidy Background, 2

- The Agreement assisted Pacific Catch Inc. with 8.44 Dwelling Unit Equivalents (DUEs) valued at \$140,535.
- Subsidy Timeline and Reporting
 - September 16, 2014 – Initial consideration of the subsidy.
 - May 21, 2019 – Five-year outcome report.
 - June 21, 2026 – End of subsidy agreement term.
 - July 21, 2026 – Final outcome report.



Final Outcome Report

- Pacific Catch Inc. has generated between \$35,000 - \$55,000 annually in net tax revenue to the City.
- An estimated 51 full- and part-time jobs have been retained.
- The subsidy has resulted in a net positive benefit to the City.



Recommendation

- Conduct the public hearing, deliberate, and accept the report.





STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Ballot Measure to Amend Dublin Municipal Code Chapter 3.16 to Increase the Rate of the Transient Occupancy Tax
Prepared by: Felicia Escover, Economic Development Manager

EXECUTIVE SUMMARY:

The City Council will consider placing a measure on the November 2026 ballot to increase the City's existing eight percent Transient Occupancy Tax (TOT) rate. The proposed ballot measure would increase the Transient Occupancy Tax by four percentage points through a phased implementation, increasing the rate from 8 percent to 10 percent effective July 1, 2027 and to 12 percent effective July 1, 2028, and would include an exemption for military families. The proposed measure has been structured as a general tax. Revenues generated through the measure would continue to be deposited into the General Fund and used for general governmental purposes as determined through the annual budget process. As a general tax measure, the proposed Resolution requires approval by at least four affirmative votes of the City Council for placement on the November 3, 2026 ballot. The measure would require approval by a simple majority (50 percent plus one) of Dublin voters at the November 3, 2026 General Municipal Election.

STAFF RECOMMENDATION:

Adopt the **Resolution** Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Chapter 3.16 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax and Establish a Military Family Exemption; Calling for an Election to be Consolidated With the Statewide General Election to be Held on November 3, 2026; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; And Providing for Notice Thereof.

FINANCIAL IMPACT:

A 1% increase to the Transient Occupancy Tax is estimated to generate annual revenue of approximately \$175,000. A phased increase in the Transient Occupancy Tax from 8 percent to 10 percent and then from 10 percent to 12 percent is estimated to generate approximately \$350,000 annually from the initial increase and approximately \$700,000 annually in additional General Fund revenue once fully implemented. These numbers assume stable hotel performance and market conditions. The military exemption could reduce anticipated annual revenues up to an estimated \$30,000.

Staff estimates the cost to the City at \$33,630 related to the placement of the measure on the November 3, 2026 General Municipal Election ballot.

DESCRIPTION:

Background

Transient Occupancy Tax (TOT), often referred to as a “bed tax” or “hotel tax,” is authorized under California Revenue and Taxation Code Section 7280. The tax is imposed on the privilege of occupying a room or other living space in a hotel, inn, tourist home, motel, or similar lodging for a period of 30 days or less. The tax is collected by hotel operators and remitted to the City. Certain exemptions apply, including official state and federal government travel.

On September 10, 1984, the City Council adopted Ordinance 16-84 establishing the City’s TOT at 8 percent. The rate has remained unchanged since that time.

As part of the City's fiscal sustainability strategy, the City Council has discussed increasing the TOT. During the April 15, 2025 and June 3, 2025 City Council meetings, the City Council expressed interest in evaluating a potential TOT increase as one component of its budget-balancing strategies. On February 17, 2026, the City Council directed Staff to prepare ballot measure language utilizing a phased implementation approach to increase the City's TOT from 8 percent to 10 percent effective July 1, 2027, and 12 percent effective July 1, 2028.

At the June 2, 2026 City Council meeting, Staff presented the proposed ballot measure language and implementing resolution. The City Council requested additional information regarding potential impacts on the hospitality industry and the feasibility of exempting qualifying military family members from the tax. This Staff Report provides the requested information, along with relevant statewide data on TOT measures in the 2024 election.

TOT Rate Comparison and Hospitality Trends

The City of Dublin currently has six hotels within the city limits with 742 guest rooms. The hotels include:

- Aloft (4075 Grafton St.)
- Extended Stay America (4500 Dublin Blvd.)
- Holiday Inn (6680 Regional St.)
- Hyatt Place (4950 Hacienda Dr.)

- La Quinta Inn & Suites (6275 Dublin Blvd.)
- IHG Army Hotel (operated at Camp Parks)

Regional Context

The Tri-Valley region currently has some of the lowest TOT rates in Alameda County and the East Bay, with Tri-Valley jurisdictions maintaining rates between 6.5 percent and 8 percent, as shown in Table 1. By comparison, the median TOT rate across Alameda County is 12 percent, with rates ranging from 8 percent to 14 percent. Table 1 compares Tri-Valley TOT rates, while Table 2 summarizes rates in other Alameda County cities.

Table 1. Tri-Valley Transient Occupancy Rates

County	City	Tax Rate (%)	Effective Date
Contra Costa	Danville	6.5	07/08/1982
Alameda	Dublin	8	09/10/1984
Alameda	Livermore	8	10/01/1983
Alameda	Pleasanton	8	09/01/1983
Contra Costa	San Ramon	7.25	04/01/1993
Alameda	(County)	10	01/01/2003
Contra Costa	(County)	10	10/30/1990

Table 2. Transient Occupancy Rates in Other Alameda County Cities

City	Tax Rate (%)
Alameda	14
Albany	10
Berkeley	12
Emeryville	12
Fremont	10
Hayward	14
Newark	14
Oakland	14
San Leandro	14
Union City	13.86

In addition to reviewing regional TOT rates, Staff evaluated current hospitality market conditions to better understand the potential impacts of a TOT increase.

Hospitality Trends in Dublin and the Tri-Valley

The Tri-Valley hospitality industry has continued its recovery from the COVID-19 pandemic, although market performance remains below pre-pandemic levels. Prior to the pandemic, occupancy rates in the Tri-Valley averaged between 74 and 76 percent. Occupancy dropped to 45 percent in 2020 and has gradually improved over the last several years. Through May 2026, average occupancy in the Tri-Valley reached 64.9 percent. Dublin hotels continue to outperform the broader Tri-Valley market, achieving approximately 70 percent occupancy in 2025.

Despite strong occupancy levels, the hospitality industry continues to face challenges. Hotels throughout the region are experiencing increasing operating costs, including labor, insurance, utilities, and maintenance expenses. Dublin's average daily rates have remained relatively flat and have decreased in some cases, limiting revenue growth and placing additional pressure on hotel operating margins. Table 3 summarizes market performance in 2025.

Table 3. 2025 Market Performance

Metric	Dublin	Tri-Valley
Occupancy	70%	62.9%
Average Daily Room Rate	\$114.77	\$135.89
Revenue per Available Room	\$80.33	\$85.51

Although Dublin's occupancy rate exceeds the regional average, Dublin hotels generally command lower room rates than the Tri-Valley overall. One contributing factor is that Dublin has an older hotel inventory compared to neighboring communities. Much of Dublin's hotel stock was developed during the late 1990s and early 2000s, whereas other Tri-Valley cities have seen the addition of newer lodging products and renovations that allow them to achieve higher average daily rates. As a result, Dublin hotels tend to compete more aggressively on price while maintaining strong occupancy levels.

Overall, the data indicate that both Dublin and the broader Tri-Valley market have recovered substantially since 2020. While occupancy levels have not yet returned to historic highs, Dublin's strong performance relative to the region underscores the importance of the hospitality industry to the City's economy and highlights its ability to maintain demand despite an aging hotel inventory.

Potential Impacts of a TOT Increase

To better understand the potential impacts of increasing the City's TOT, Staff reviewed recent academic research examining lodging tax increases, along with research done by other Bay Area cities when contemplating their own TOT rate increases.

A 2021 study published in *Tourism Economics* examined lodging tax increases in eight U.S. destinations and found that, in most cases, higher lodging taxes did not result in significant declines in hotel occupancy, average daily room rates, or revenue. The study concluded that

lodging tax increases generally had little measurable impact on hotel performance, even in destinations with tax rates higher than nearby competitors (Hudson et al., 2021).

Similarly, a 2022 study published in *Economic Development Quarterly* concluded that hotel occupancy taxes had no statistically significant impact on hotel revenues or employment levels. The study found that hotel occupancy taxes generally have negligible impacts on hotel sales and employment and that visitors typically absorb much of the tax burden (Swenson, 2022).

Other cities have done similar research in preparation for their own TOT ballot measures. In 2018, the City of Milpitas referenced a study done by the University of Hawaii Economics Department that analyzed a 1986 increase to Hawaii's TOT rate from 4% to 9%, and which showed "no significant impacts to demand and hotel and motel revenue" resulting from the increase (Bonham, Fujii, Im, and Mak). While the Hawaii study is 30 years old, it is notable in that it analyzed data from hotels in the State of Hawaii over a 10-year period. The City of Milpitas ultimately passed an increase to TOT from 10% to 14% in 2018 (68% voted yes). In the year after the increase, Milpitas' TOT revenue grew from \$12.1 million to \$14.5 million (19.6%).

Also in 2018, Marin County passed a TOT increase from 10% to 14%. Structured as a special tax, the measure passed with 74% approval. In advance of the County placing the measure on the ballot, the Marin Economic Forum released a study that looked at data for all 58 counties in California and concluded that raising the tax rate on overnight visitors was unlikely to reduce hotel and lodging demand significantly.

Overall, the available research suggests that moderate increases in TOT are unlikely to significantly impact hotel demand or performance. Occupancy rates are dependent on a number of factors, including proximity to business or leisure amenities, quality of hotel rooms and services, base price in addition to all other fees, and the overall economy. While some studies note that highly price-sensitive travelers, tour groups, and certain market segments may be more responsive to lodging tax increases, the broader findings indicate that lodging tax increases generally do not result in substantial declines in hotel activity (Hudson et al., 2021).

Statewide Context: 2024 Ballot Activity

As part of the research for this Staff Report, Staff conducted a review of the 27 California cities and counties that had TOT measures on the November 2024 general election ballot (22 passed, five were defeated). The goal was to understand the full landscape of why agencies undertake these measures, and how they generally fare under certain circumstances.

Staff examined each jurisdiction's fiscal condition at the time of the measure, the rationale stated in ballot language and council staff reports, the size of the rate increase proposed, the number of years the rate had gone unchanged before the proposed increase, the outcome of the vote, and the percentage of yes votes received. Staff found that the reasons cities pursue TOT ballot measures can be grouped into three distinct categories: 1) they are experiencing a fiscal crisis; 2) they are engaging in prevention of a deficit that is either imminent or can be foreseen in the near future; or 3) they are taking a proactive approach – that is, they are not

fiscally stressed but are actively seeking out long-term structural revenues, and are acutely aware of the fact that their TOT rates have not kept pace with other increased costs over a long period of time.

The following is a brief discussion of TOT measures in each category. Attachment 3 provides the full data. (Note that Staff removed Coachella, Del Mar, and Del Rey Oaks from the data. All three passed TOT measures in 2024 related to short-term rentals only, not hotels).

1. Fiscal Crisis (four measures, 100% pass rate). The most direct driver of California TOT measures in 2024 was a declared general fund deficit. The four cities (Fairfield, Menlo Park, Pacifica, and Santa Rosa) named their budget shortfall explicitly in placing the measure on the ballot. Fairfield faced a \$20 million deficit driven in part by programs created with one-time COVID relief funding that had since become ongoing obligations. Menlo Park projected an \$800,000 deficit driven by state funding uncertainty and rising pension costs. Pacifica described a \$3.2 million structural imbalance between its revenues and the cost of maintaining city services and characterized its fiscal position as a “tipping point.” Santa Rosa was contending with a \$13.3 million general fund gap caused by chronically underperforming sales tax revenues.

All four of these measures passed. It is worth noting, however, that the additional TOT revenue generated - ranging from roughly \$600,000 to \$3.6 million annually - addressed only a fraction of the deficits in question. In each case, the TOT increase was one element of a broader strategy that also included expenditure reductions, draws on reserves, and additional revenue measures.

2. Deficit Prevention (four measures, 100% pass rate). A second group of jurisdictions was not in active deficit but faced fiscal stress that was expected to worsen without intervention. Fort Bragg technically balanced its Fiscal Year 2024-25 budget, but only by \$47,000 and by drawing on reserves. It projected an annual deficit of up to \$1 million in coming years driven by pension costs, and the TOT measure was framed explicitly as deficit prevention. Newark cited inflationary cost pressures outpacing post-pandemic revenue recovery and used the measure to fund a new reserve for aging city infrastructure. Santa Barbara County, which had an \$11.9 million surplus in Fiscal Year 2024-25, placed a measure on the ballot because its multi-year forecast showed a \$2.6 million deficit arriving in the future that was projected to grow.

3. Proactive Approach (16 measures, 69% pass rate). The largest category of TOT measures in 2024 involved agencies that were in sound fiscal health at the time but cited long-term stability - essentially, the ability to continue to provide essential services over time - as the reason for the measure. Most had also not updated their hotel tax rate in many years, leaving it out of step with neighboring jurisdictions and with the rising cost of services that tourism imposes on city infrastructure. Rancho Cucamonga's rate had been unchanged since 1983 (41 years), Hollister's since 1986 (38 years), and Auburn's since 1991 (33 years). The argument in these cases was not fiscal emergency but fairness: visitors using city roads, parks, and public safety services should contribute more equitably to the cost of providing them, and cities should not be leaving an ongoing revenue source on the table that neighboring jurisdictions are already collecting.

Several jurisdictions used the TOT as a vehicle for funding a particular program rather than for general fiscal purposes. The Town of Mammoth Lakes, which was in strong financial shape with fund balances growing 9% year over year, passed a 2-percentage-point increase and immediately dedicated 100% of the new revenue to its workforce housing program. Mono County's unincorporated areas similarly tied their increase to affordable housing, childcare, and public safety investments. Dunsmuir used its measure to fund the replacement of a public works facility.

Of the five measures that failed in this category, notable examples include Avenal's, which bundled three different taxes into one measure, and Mission Viejo's, which was structured as a special tax requiring a 2/3 supermajority vote.

Military Family Exemption

At the June 2, 2026 City Council meeting, the City Council requested that Staff evaluate an exemption for qualifying military family members. Staff estimates that including a military family exemption would have a limited fiscal impact (less than \$30,000) due to the relatively small number of qualifying stays, although the precise revenue reduction would depend on utilization.

Summary

Consistent with the City Council's direction in February, Staff has prepared ballot measure language that increases Dublin's Transient Occupancy Tax by four percentage points through a phased implementation, is structured as a general tax, and includes an exemption for military families. Revenues generated through the measure would continue to be deposited into the General Fund and used for general governmental purposes as determined through the annual budget process.

As a general tax measure, the proposed Resolution requires approval by at least four affirmative votes of the City Council for placement on the November 3, 2026 ballot. The measure would require approval by a simple majority (50 percent plus one) of Dublin voters at the November 3, 2026 General Municipal Election.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Fiscal Sustainability
Objective B: Identify and pursue new ongoing revenue sources to support long-term fiscal stability.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Prior to the February 17, 2026 City Council meeting, Staff conducted preliminary outreach and discussions with local hotel operators regarding market conditions, business trends, and the potential for a Transient Occupancy Tax increase as part of the City’s ongoing Hospitality Expansion initiative identified in the adopted Economic Development Strategy.

Since that meeting, Staff has continued to provide updates to local hoteliers regarding the proposed ballot measure and has extended invitations for additional meetings and discussions. In addition to these conversations, Staff has continued ongoing efforts to support local hotels and hospitality businesses. These efforts have included creating a \$250,000 Economic Development Support Reserve, developing promotional materials, and incorporating hospitality considerations into the City’s marketing and branding strategy. Based on discussions to date, local hotel operators generally do not support increasing the TOT.

Staff has not conducted formal public polling specific to the proposed measure. However, responses from the City’s 2025 Community Survey indicate majority support for increasing the TOT paid by hotel guests as shown in Table 4.

**Table 4. Polling Results for the Statement:
“Increasing the Transient Occupancy Tax Paid by Hotel and Motel Guests”**

Strongly Support	Somewhat Support	Somewhat Oppose	Strongly Oppose	Don’t Know	Total Support	Total Oppose
21%	31%	18%	17%	13%	52%	35%

The City Council Agenda was posted. The Staff Report has also been shared with local hoteliers.

ATTACHMENTS:

- 1) Resolution Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Chapter 3.16 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax and Establish a Military Family Exemption; Calling for an Election to be Consolidated with the Statewide General Election to be Held on November 3, 2026; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; And Providing for Notice Thereof
- 2) Exhibit A to the Resolution – Ordinance Amending Section 3.16.030 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax and Establish a Military Family Exemption
- 3) Summary of 2024 California TOT Ballot Measures

RESOLUTION NO. XX – 26

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF DUBLIN AN ORDINANCE AMENDING CHAPTER 3.16 OF THE DUBLIN MUNICIPAL CODE TO INCREASE THE RATE OF THE TRANSIENT OCCUPANCY TAX AND ESTABLISH A MILITARY FAMILY EXEMPTION; CALLING FOR AN ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026; FIXING THE DATE AND MANNER OF THE ELECTION AND THE PROCEDURE FOR VOTING THEREIN; AND PROVIDING FOR NOTICE THEREOF

WHEREAS, the City of Dublin currently imposes a Transient Occupancy Tax (“TOT”) pursuant to Chapter 3.16 of the Dublin Municipal Code; and

WHEREAS, the City Council adopted Ordinance No. 16-84 on September 10, 1984 establishing the City’s current TOT rate of eight percent; and

WHEREAS, the TOT is imposed on the privilege of occupying a room or other lodging in a hotel, motel, inn, or similar facility within the City for a period of thirty (30) consecutive calendar days or less; and

WHEREAS, the TOT is paid by visitors staying in hotels and lodging establishments within the City and is an important source of General Fund revenue supporting municipal services and operations; and

WHEREAS, the City Council has identified the importance of maintaining long-term fiscal sustainability and identifying additional ongoing revenue sources to support municipal services, infrastructure, public safety, and quality of life initiatives; and

WHEREAS, on February 17, 2026 the City Council received a report regarding the City’s Transient Occupancy Tax and directed Staff to prepare a ballot measure to increase the TOT utilizing a phased implementation approach; and

WHEREAS, the proposed ballot measure would increase the TOT from 8% to 10% effective July 1, 2027, and from 10% to 12% effective July 1, 2028; and

WHEREAS, the proposed measure is structured as a general tax measure, with revenues deposited into the City’s General Fund and available for general governmental purposes as determined through the annual budget process; and

WHEREAS, pursuant to Article XIII C of the California Constitution and applicable provisions of the California Elections Code, a general tax proposed by a local government must be submitted to the voters at a regularly scheduled general municipal election and approved by a majority vote of the electorate.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF DUBLIN DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the Elections Code of the State of California and other applicable law, there is called and ordered to be held in the City of Dublin, California, on November Reso. No. XX-26, Item X.X, Adopted 07/21/2026 Page 1 of 4

3, 2026 an election at which there shall be submitted to the qualified voters of the City a measure to amend Chapter 3.16 of the Dublin Municipal Code to increase the Transient Occupancy Tax.

Section 2. The ballot question for the proposed ordinance shall be as follows:

“Shall the measure to protect essential City of Dublin general services, such as police, fire, emergency medical, street maintenance, and parks and recreation, by increasing the City's transient occupancy tax, which is paid by hotel and lodging guests excepting families visiting servicemembers stationed at Camp Parks, from 8% to 10% on July 1, 2027 and to 12% on July 1, 2028, and generating approximately \$7,000,000 over a ten year period that cannot be taken by the State, be adopted?”

Section 3. The Ordinance to be considered by the voters pursuant to Section 2 of this Resolution is as set forth in **Exhibit A**.

Section 4. (a) An election on the measure set forth in Section 2 shall be held in consolidation with the statewide general election to be held on November 3, 2026, and shall be held and conducted in the manner prescribed in Section 10418 of the Elections Code of the State of California.

(b) The election on the measure set forth in Section 2 shall be held and conducted, the votes canvassed and the returns made, and the results ascertained and determined as provided by law.

(c) The election for the measure set forth in Section 2 shall be held as required by law, and the Alameda County Registrar of Voters is authorized to canvass the returns of that election with respect to the votes cast in the City of Dublin.

(d) At the next regular meeting of the City Council of the City of Dublin occurring after the returns of the election for the measure set forth in Section 2 have been canvassed and the certification of the results provided to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.

Section 5. (a) In accordance with Elections Code sections 9282 and 9283, arguments submitted for or against the measure shall not exceed 300 words in length and shall be printed upon the same sheet of paper and mailed to each voter with the sample ballot for the election and may be signed by not more than five persons.

(b) In accordance with Elections Code section 9282, the following headings, as appropriate, shall precede the arguments' wording, but shall not be counted in the 300-word maximum: “Argument Against Measure ___” or “Argument In Favor of Measure ___” (the blank spaces being filled only with the letter or number, if any, designating the measure).

(c) In accordance with Elections Code section 9283, printed arguments submitted to voters in accordance with section 9282 of the Elections Code shall be filed with the City Clerk, accompanied by the printed name(s) and signature(s) of the author(s) submitting it or, if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers. Arguments are due in the office of the City Clerk prior to 4:00 p.m., on August 3, 2026.

Section 6. (a) Pursuant to Elections Code section 9285, when the City Clerk has selected the arguments for and against the measure, that will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be

printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument that it seeks to rebut.

(b) Rebuttal arguments shall not exceed 250 words and shall not be signed by more than five persons. The persons that sign the rebuttal arguments may be different persons than the persons that signed the direct arguments.

(c) The last day for submission of rebuttal arguments for or against the measure shall be by 4:00 p.m. on August 13, 2026.

Section 7. In accordance with Elections Code section 9280, the City Attorney is directed to file with the City Clerk an impartial analysis of the measure, not to exceed 500 words, showing the effect of the measure on the existing law and the operation of the measure.

Section 8. The City of Dublin recognizes that additional costs may be incurred by the County by reason of the measure and agrees to reimburse the County for such costs. The City Manager is hereby authorized and directed to appropriate the necessary funds to pay for the City's cost of placing the measure on the election ballot.

Section 9. (a) The City Clerk is directed to file a certified copy of this resolution with the Board of Supervisors of Alameda County and the Alameda County Elections Department. The City Clerk is hereby authorized and directed to take all steps necessary to place the measure on the ballot and to cause a synopsis of the measure to be published once in a newspaper of general circulation in accordance with California Elections Code 12111. A copy of the measure shall be made available to any voter upon request. The City Clerk is authorized and directed to give further additional notice of the measure in the time, form, and manner required by law.

(b) In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 10. This Resolution and the measure are not a project under the California Environmental Quality Act (CEQA).

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED BY at least a two-thirds vote of the City Council of the City of Dublin, on this 21 day of July, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

Exhibit A

AN ORDINANCE OF THE CITY OF DUBLIN

AMENDING CHAPTER 3.16 OF THE DUBLIN MUNICIPAL CODE TO INCREASE THE TRANSIENT OCCUPANCY TAX AND ESTABLISH A MILITARY FAMILY EXEMPTION

The People of the City of Dublin do ordain as follows:

Section 1. Effective July 1, 2027, Section 3.16.030 of the Dublin Municipal Code is amended to read as follows (material deleted from the Dublin Municipal Code is in strikeout type and additions shown in underline):

Pursuant to the authority of Section 7280 and 7281 of the Revenue and Taxation Code, for the privilege of occupancy in any hotel, each transient subject to and shall pay a tax in the amount of ~~eight percent (8%)~~ten percent (10%) effective July 1, 2027 and twelve percent (12%) effective July 1, 2028 of the rent charged by the operator. The tax constitutes a debt owed by the transient to the city which is extinguished only by payment to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to operator of the hotel, the Tax Administrator may require that such tax be paid directly to the Tax Administrator.

Section 2. Effective July 1, 2027, Section 3.16.040 of the Dublin Municipal Code is amended to read as follows (material deleted from the Dublin Municipal Code is in strikeout type and additions shown in underline):

- A. No tax shall be imposed upon:
 - 1. Any person as to whom, or any occupancy as to which, it is beyond the power of the city to impose the tax herein provided;
 - 2. Any federal or state of California officer or employee when on official business;
 - 3. Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.
 - 4. Any member of the immediate family of a servicemember, during any period in which the servicemember is assigned to/stationed at or performing military duty at the Parks Reserve Forces Training Area. For purposes of this subsection, "servicemember" means a member of the Armed Forces, including any reserve component and the National Guard, regardless of duty status; and "immediate family" means an individual's spouse or registered domestic partner, and the individual's child, parent, or legal guardian.
- B. No exemption shall be granted except upon a claim therefor made at the time rent is collected and under penalty of perjury upon a form prescribed by the Tax Administrator.

2024 California TOT Ballot Measures — Grouped by Measure Rationale

#	Jurisdiction	County	Rate change	# Years Unchanged	Outcome	Yes Votes	Annual \$	Note
GROUP 1 - Active Fiscal Crisis: declared deficit as primary driver (4 measures · 100% pass rate)								
1	Fairfield	Solano	10% → 12%	40	Passed	67%	\$600K	City declared \$20M deficit driven by COVID-era program expansions, rising costs, underfunded reserves. TOT was one of two ballot revenue measures to address the shortfall.
2	Menlo Park	San Mateo	12% → 15.5%	12	Passed	84%	\$3.6M	City projected \$800K general fund deficit for FY 24-25 driven by state funding uncertainty and rising pension/personnel costs. Council explicitly cited the TOT as a response to the structural shortfall.
3	Pacifica	San Mateo	12% → 15%	12	Passed	80%	\$720K	City identified a \$3.2M structural deficit between ongoing revenues and expenditures. General revenues insufficient to keep pace with rising municipal service costs.
4	Santa Rosa	Sonoma	9% → 11%	31	Passed	67%	\$1.2M	Adopted budget showed \$13.3M general fund deficit. Measure placed on ballot explicitly to address the budget deficit.
GROUP 2 - Deficit Prevention: technically balanced but shortfall imminent or in near future (4 measures · 100% pass rate)								
1	Buellton	Santa Barbara	12% → 14%	15	Passed	54%	\$600K	Measure framed around slowed budget growth, rising costs, and high impacts from tourism.
2	Fort Bragg	Mendocino	12% → 14%	8	Passed	80%	\$400K	FY 2024-25 adopted budget balanced with only \$47K surplus, requiring reserve draws. City projected \$548K–\$963K annual deficit without new revenue. TOT framed as deficit prevention.
3	Newark	Alameda	10% → 14%	23	Passed	80%	\$2.1M	Biennial 2024-26 budget acknowledged inflationary pressures outpacing revenue recovery. City established a Maintenance Reserve Fund to address aging infrastructure gap. No declared deficit but cost pressures were the stated driver.
4	Santa Barbara County (uninc.)	Santa Barbara	12% → 14%	7	Passed	66%	\$3M	Fiscally healthy at the time of the measure, with a clear and documented fiscal problem arriving in the near term.
GROUP 3 - Proactive Approach: no immediate fiscal stress; focus on long-term stability and community funding; stale rates (16 measures · 69% pass rate)								
1	Alpine County (uninc.)	Alpine	10% → 14%	33	Passed	68%	\$364K	Rate unchanged for 33 years; measure framed around rate modernization and competitive alignment.
2	Auburn	Placer	8% → 10%	33	Passed	66%	\$162K	Rate unchanged for 33 years; measure framed around modernization and fairness.
3	Carpinteria	Santa Barbara	12% → 15%	16	Passed	75%	\$750K	Measure framed around building general fund capacity ahead of rising costs, visitor equity and long-term fiscal health rather than crisis response
4	Dunsmuir	Siskiyou	10% → 12%	not found	Passed	73%	\$58K	Measure framed around financial resiliency for the city.
5	Hollister	San Benito	8% → 12%	38	Passed	52%	\$300K	First increase since 1986; intended to mitigate for visitor impacts on public safety, parks, streets.

#	Jurisdiction	County	Rate change	# Years Unchanged	Outcome	Yes Votes	Annual \$	Note
6	Mammoth Lakes	Mono	13% → 15%	10	Passed	63%	\$4M	Measure driven by program priorities rather than fiscal stress.
7	McFarland	Kern	8.25% → 9.25%	<i>not found</i>	Passed	59%	\$1M	Measure framed around funding general community needs and services: road resurfacing, public safety, other.
8	Mono County (uninc.)	Mono	12% → 15%	20	Passed	60%	\$1.1M	Measure framed around funding general community needs and services: housing, public safety, childcare, parks.
9	Monterey Park	Los Angeles	12% → 13%	35+	Passed	76%	\$500K	First TOT change over 35 years; framed around funding services: fire protection, police patrols, park maintenance, senior/youth programs.
10	Rancho Cucamonga	San Bernardino	10% → 12%	41	Passed	58%	\$1M	Rate unchanged since 1983. Measure framed around planning for the future and "long-term budgeting of key City functions" rather than closing a current shortfall. City conducted public opinion polling before placing measure on the ballot.
11	Solvang	Santa Barbara	12% → 14%	12	Passed	69%	\$1M	No declared deficit, but a recognition that the city needed to build revenue capacity to stay in positive position.
12	Avenal	Kings	→ 15%	<i>not found</i>	Failed	44%	\$84K	Bundled three separate taxes into one vote - a vacancy tax on unused commercial spaces and uninhabited residences, setting a TOT at 15%, and business license tax update.
13	Mission Viejo	Orange	8% → 12%	39	Failed	47%	\$670K	Only one in CA structured as a Special Tax, requiring 2/3 supermajority. Was to be dedicated specifically to police services, emergency response, and infrastructure.
14	San Bernardino County (uninc.)	San Bernardino	7% → 11%	22	Failed	43%	\$9.4M	Measure framed around revenue opportunity and competitive positioning.
15	Turlock	Stanislaus	9% → 14%	15	Failed	38%	\$1.1M	Fiscally healthy at the time of the measure. Measure framed around funding public safety, recreation, roads, other city services.
16	Ukiah	Mendocino	10% → 13%	18	Failed	45%	\$420K	Measure framed around helping "the City better plan for long-term sustainability of key City functions."

Consideration of Ballot Measure to Increase the Transient Occupancy Tax and Establish an Exemption for Qualifying Military Family Members

July 21, 2026



Background

April 2024		Council adopted the Fiscal Year 2024-2026 Strategic Plan that identified Long-Term Infrastructure and Sustainability Investments as a goal – “5A. Continue to explore funding mechanisms for capital and ongoing maintenance needs.”
April 2025		Council identified a potential TOT increase as part of the City’s fiscal sustainability and budget-balancing strategy.
June 2025		Council continued its discussion and expressed interest in further evaluating a potential TOT increase.
February 2026		Council unanimously directed staff to prepare ballot measure language for a phased increase from 8% to 10% in 2027 and 12% in 2028.



Background, 2

April 2026

Council adopted the Fiscal Year 2026-2028 Strategic Plan that identified Fiscal Sustainability as a goal – “2B. Identify and pursue new ongoing revenue sources to support long-term fiscal stability.”

June 2026

Staff presented the proposed ballot measure. Council requested additional analysis of hospitality impacts and a potential military family exemption.

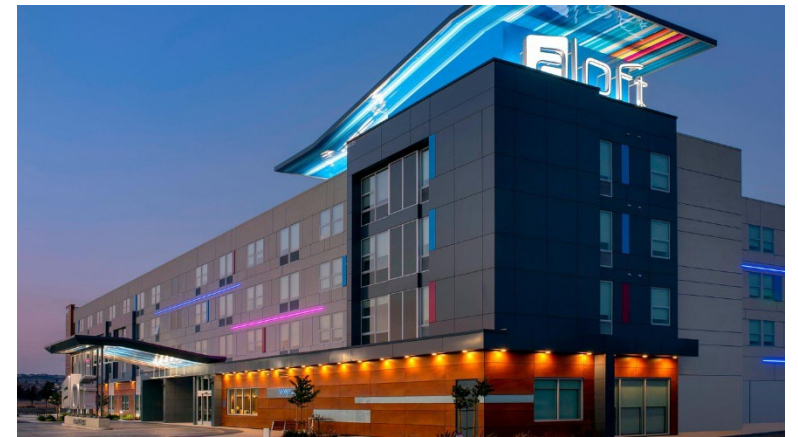
July 2026

Discussion and consideration continued.



Background, 3

- Authorized under California Revenue & Taxation Code §7280
- Applied to hotel stays of 30 days or less unless exempt
- Established in 1984 at 8%
- Any increase requires voter approval
 - A general tax requires:
 - A City Council 2/3 majority vote (4 of 5); and
 - A simple majority of voter (50% + 1) approval
- Revenues deposited into the General Fund



Proposed Action

- Establish an exemption for qualifying military family members
- Increase the TOT in a Phased Approach
 - 8% effective through June 30, 2027
 - 10% effective July 1, 2027
 - 12% effective July 1, 2028

Timing	Rate	Increase from 8%	Annual Revenue
Current	8%	None	\$1.4M
July 1, 2027	10%	+ 350K	\$1.75M
July 1, 2028	12%	+ 700K	\$2.1M



Regional Context

- **Tri-Valley TOT rates remain among the lowest in the region**
Nearby jurisdictions currently range from 6.5% to 8%.
- **A 12% rate would align Dublin with the Alameda County median**
It would remain below several Alameda County cities with rates of approximately 14%.

County	City	TOT Tax Rate
Contra Costa	Danville	6.50%
Contra Costa	San Ramon	7.25%
Alameda	Dublin	8%
Alameda	Livermore	8%
Alameda	Pleasanton	8%
Alameda	Albany	10%
Alameda	Fremont	10%
Alameda	(County)	10%
Contra Costa	(County)	10%
Alameda	Berkeley	12%
Alameda	Emeryville	12%
Alameda	Union City	13.86%
Alameda	Alameda	14%
Alameda	Hayward	14%
Alameda	Newark	14%
Alameda	Oakland	14%
Alameda	San Leandro	14%



Regional Context, 2

- The City of Pleasanton unanimously adopted a Resolution placing a ballot measure on the November 2026 ballot to increase TOT.
 - 10% effective July 1, 2027
 - 12% effective July 1, 2028
- Authorized two Councilmembers to file a written argument in support of the measure.



Hospitality Context

2025 Market Performance

Metric	Dublin	Tri-Valley
Occupancy	70%	62.9%
Average Daily Room Rate	\$114.77	\$135.89
Revenue per Available Room	\$80.33	\$85.51

What the Data Showed

- Strong occupancy: Dublin hotels outperformed the broader Tri-Valley market in 2025.
- Lower room rates: Dublin’s average daily rate was approximately \$21 lower than the regional average.
- Narrower revenue gap: Despite lower room rates, Dublin’s stronger occupancy helped keep revenue per available room relatively close to the Tri-Valley average.

Additional Context

- Dublin has six hotels and 742 guest rooms.
- Much of the City’s hotel inventory dates to the late 1990s and early 2000s.
- Hotels continue to face rising labor, insurance, utility, and maintenance costs.
- Regional occupancy has improved but remains below pre-pandemic levels.

Academic Research and Relevant Studies

Multiple peer-reviewed academic studies examining lodging tax increases have found that moderate rate increases generally have minimal impact on hotel performance and **do not** result in measurable declines in:



Hotel
Occupancy



Hotel
Revenue



Average Daily
Room Rate



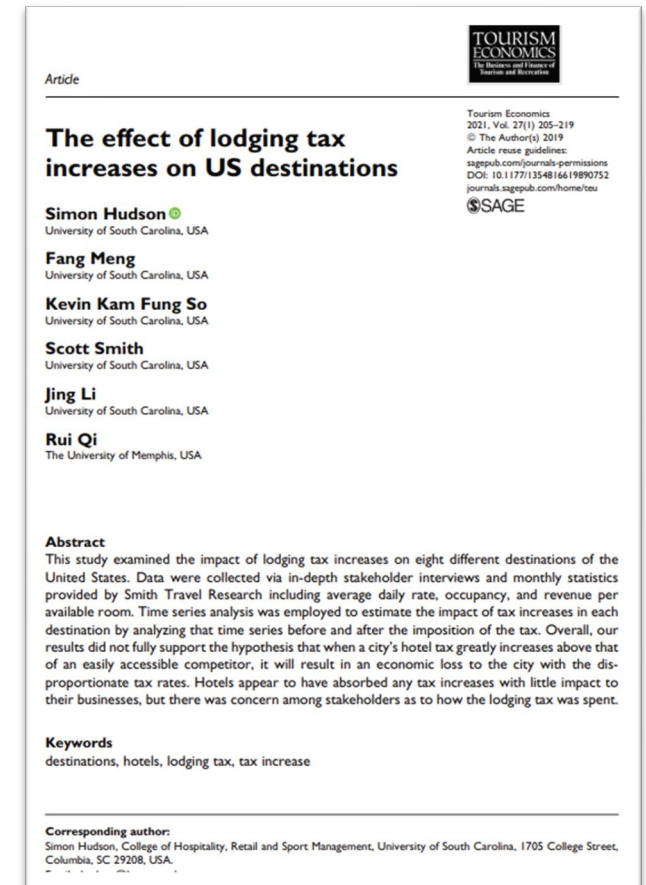
Hotel
Employment

However, highly price-sensitive travelers, tour groups, and certain market segments may be more responsive to an increase.



Hudson et al. – *Tourism Economics*

- **Timing**
Published in 2021; analyzed monthly hotel data from 2010–2015.
- **Scope**
Eight destinations: Chicago, Atlanta, Huntsville, Riverside, El Paso, Cincinnati, Gilbert, and Maine.
- **Methodology**
Mixed-method study combining 27 stakeholder interviews with Smith Travel Research data. Researchers compared each destination with at least three nearby competitors and examined two years before and two years after the tax increase.
- **Measures**
Occupancy, average daily rate, RevPAR, room supply, room demand, and competitor room rates.
- **Results**
The study found no consistent evidence that higher lodging taxes caused an overall economic loss. Occupancy was generally unaffected, while room rates often increased, suggesting much of the tax was passed on to visitors. Results varied by market.
- **Key takeaway**
Across eight U.S. destinations, lodging-tax increases generally had limited effects on hotel performance.



Swenson - *Economic Development Quarterly*

- **Timing**
Published in 2022; examined California hotel data from 2003–2009.
- **Scope**
Approximately 11,000 hotels and motels per year across 241 California cities, totaling more than 77,000 establishment-year observations.
- **Methodology**
Used establishment-level sales, employment, location, and credit data from the National Establishment Time-Series database. Fixed-effects regression models compared city tax rates and the rates of nearby competitors.
- **Measures**
Hotel sales, employment, credit risk, city tax rate, tax-rate thresholds, and the tax-rate difference from the five nearest competitors.
- **Results**
Hotel-tax rates had no statistically significant effect on hotel sales or employment. Hotels in higher-tax cities showed some evidence of weaker credit ratings, but the main operating impacts were negligible.
- **Key takeaway**
Across thousands of California hotels, higher TOT rates were not associated with significant reductions in sales or employment.



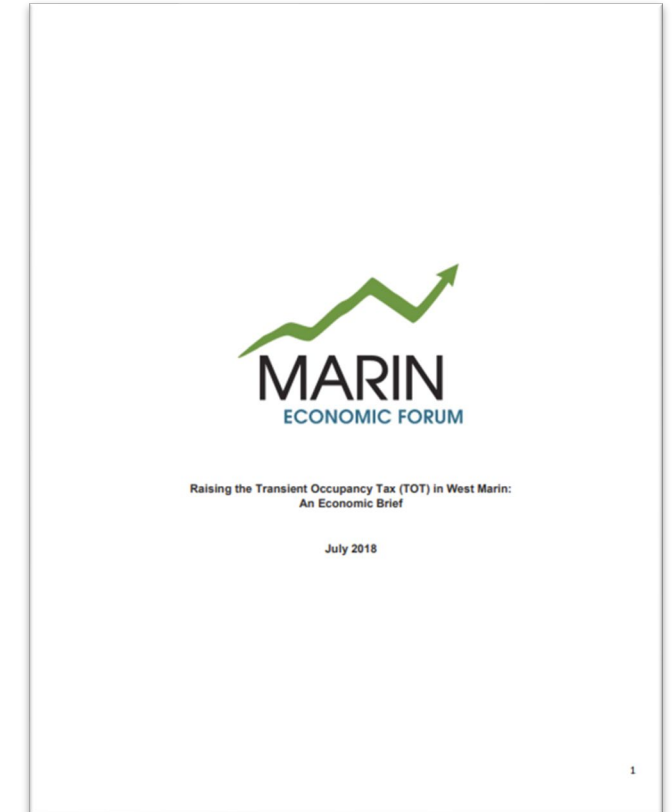
University of Hawaii Study

- **Timing**
Published in 1991; Examined Hawaii's 1986 increase from 4% to 9% using approximately 10 years of hotel data.
- **Scope**
Statewide Hawaii hotel and motel market.
- **Methodology**
Interrupted time-series analysis comparing hotel performance before and after the tax increase.
- **Measures**
Hotel demand and real hotel and motel revenue.
- **Results**
The study found no statistically significant effect on hotel demand or hotel and motel revenue following the tax increase.
- **Key takeaway**
Even a five-percentage-point increase showed no significant effect on statewide hotel demand or revenue.



Marin Economic Study

- **Timing**
Economic brief released in July 2018 while Marin County considered increasing the unincorporated-area TOT from 10% to 15%.
- **Scope**
Unincorporated Marin, Marin County overall, all 58 California counties, and regional comparisons with Sonoma, Napa, and San Francisco.
- **Methodology**
Combined a literature review with historical TOT revenue, taxable hotel sales, average daily rate, inflation-adjusted trends, county comparisons, and correlation analysis. Data generally covered FY 1991–92 through FY 2015–16.
- **Measures**
TOT revenue, hotel-room sales, average daily rates, tax rates, regional revenue trends, and economic indicators.
- **Results**
The brief concluded that the increase was unlikely to significantly reduce hotel demand. Marin's TOT performance appeared more closely tied to regional tourism demand and broader economic conditions than to its tax rate alone.
- **Key takeaway**
The Marin analysis suggested that a higher TOT would have limited demand impacts, although it was a descriptive study rather than a causal evaluation.



2024 Transient Occupancy Tax Ballot Activity

27 hotel-related TOT measures appeared on the November 2024 ballot in California

Active Fiscal Crisis

100% Passed

4 of 4 Measures

Jurisdictions facing an active deficit used TOT increases as part of a broader budget-balancing strategy.

Deficit Prevention

100% Passed

4 of 4 Measures

Jurisdictions acted before deficits materialized, citing reasons like infrastructure needs and other rising costs.

Proactive Fiscal Sustainability

69% Passed

11 of 16 Measures

Jurisdictions in generally stable financial condition pursued long-term structural revenue.

Overall, 22 of 27 TOT Measure Passed in November 2024 | **81% Overall Pass Rate**



Outreach, Hospitality Support, and Public Input

- Staff conducted preliminary outreach before the February 17 Council meeting and continued to provide updates and invitations for additional discussion.
- Local hotel operators generally do not support increasing the TOT.
- Staff continues to support the hospitality industry through:
 - Destination marketing and promotional efforts
 - \$250,000 Economic Development Support Reserve
 - Hospitality considerations incorporated into the City's marketing and branding strategy
 - Continued coordination with local hotel operators and Visit Tri-Valley

2025 Community Survey Input

“Increasing the TOT paid by hotel and motel guest”

Total Support

52%

Total Oppose

35%

Strong Support - 21%

Somewhat Support – 31%

Don't Know – 13%

Somewhat Oppose – 18%

Strongly Oppose – 17%



Recommended Ballot Measure Language

Shall the measure to protect essential City of Dublin general services, such as police, fire, emergency medical, street maintenance, and parks and recreation, by increasing the City's transient occupancy tax, which is paid by hotel and lodging guests excepting families visiting servicemembers stationed at Camp Parks, from 8% to 10% on July 1, 2027 and to 12% on July 1, 2028, and generating approximately \$7,000,000 over a ten year period that cannot be taken by the State, be adopted?



Staff Recommendation

Adopt the Resolution Ordering the Submission to the Qualified Electors of the City of Dublin an Ordinance Amending Chapter 3.16 of the Dublin Municipal Code to Increase the Rate of the Transient Occupancy Tax and Establish a Military Family Exemption; Calling for an Election to be Consolidated with the Statewide General Election to be Held on November 3, 2026; Fixing the Date and Manner of the Election and the Procedure for Voting Therein; and Providing for Notice Thereof.





STAFF REPORT

CITY COUNCIL

DATE: July 21, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Two-Year Strategic Plan Update and Final Report for Fiscal Years 2024-25 and 2025-26
Prepared by: Jordan Foss, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will receive an update and final report on the City's Two-Year Strategic Plan for Fiscal Years 2024-25 and 2025-26.

STAFF RECOMMENDATION:

Receive the report and presentation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council adopted the City's Two-Year Strategic Plan (Fiscal Years 2024-25 and 2025-26) on April 2, 2024. This Plan sets the overall direction for the City, guiding resources and setting specific objectives. The City Manager assigns new work plan tasks as needed to implement the strategies and objectives.

On August 19, 2025, the City Council received an update on the first year of the Strategic Plan, covering the period of July 1, 2024 through June 30, 2025. Key highlights for the first year can be found in Attachment 2.

This report covers the second year of the Strategic Plan (July 1, 2025 through June 30, 2026) and serves as the final report to the City Council. A detailed discussion of the updates is provided in Attachment 1, with a summary below. To ensure transparency, existing items are not removed when completed; instead, they remain to reflect the efforts made toward each objective.

Key Accomplishments: July 1, 2025 – June 30, 2026

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin

- Staff collaborated with a consultant to conduct extensive outreach to inform the Marketing and Branding Strategy, including individual interviews with City Councilmembers, focus groups with industry stakeholders and regional partners, and a community survey.
- Staff distributed a flyer promoting the Small Business Navigator Program in Hindi, Traditional Chinese, Simplified Chinese, and Spanish to ensure accessibility for a diverse business community.
- The Business Concierge Program remained active, with the Economic Development Department responding to 559 requests for assistance.
- Staff completed a comprehensive update to the "How to Start a Business" guide and developed a user-friendly handout to explain the business entitlement process.
- The City published a Business Entitlement Process Guide in collaboration with internal departments and the Dublin San Ramon Services District, providing businesses with clear guidance on entitlement and permitting requirements, timelines, and agency coordination.
- The cities of Dublin and Livermore agreed on a phased approach to the Dublin Boulevard – North Canyons Parkway Extension project, focusing initial efforts on roadway improvements within their respective jurisdictions, with the segment within unincorporated Alameda County to be addressed in a future phase when funding has been identified and secured.

Strategy 2: Public Safety

- Alameda County Fire Department and Public Works staff completed the installation of new fire station alerting systems at all three Dublin fire stations, finishing a multi-year infrastructure upgrade.
- The City purchased two mobile camera trailers equipped with license plate readers and live-feed video camera technology to enhance crime prevention and situational awareness capabilities.
- Situational Awareness Cameras were installed at Arnold Road/Horizon Parkway and at designated intersections citywide, expanding the City's public safety technology network.
- Pedestrian signage was installed at various locations along Arnold Road to provide wayfinding for individuals released from Santa Rita Jail to the Dublin/Pleasanton BART station.
- Dublin Police Services (DPS) and the National Coalition Against Prescription Drug Abuse hosted a prescription drug and fentanyl safety community forum at Emerald High School and subsequently installed a free Naloxone distribution box in the public lobby of the police station in partnership with Alameda County Health and the California Department of Health Care Services.
- DPS hosted a Public Safety Fair at Emerald Glen Park, providing hands-on

engagement with first responders and emergency preparedness resources. The event featured 33 vendors and drew approximately 600 community members.

- Staff issued a Request for Qualifications for a functional and physical condition assessment of the City's three fire stations, with statements of qualifications received from 10 consulting firms and consultant selection targeted before the end of the first quarter of Fiscal Year 2026-27.

Strategy 3: Housing Inclusivity and Affordability

- The City Council approved amendments to the Dublin Municipal Code implementing Housing Element Program B.15 (Replacement Housing) and Program D.1 (Remove Development Constraints), and completed rezoning of properties with Planned Development Residential Zoning.
- The Sunflower Hill at Grace Pointe project received Planning Commission approval on December 9, 2025. The project also received a Housing and Urban Development Fiscal Year 2025-26 Economic Development Initiative – Community Project Funding grant of \$2 million, with federal funding support requested through a letter to Congressman Swalwell.
- The City Council authorized the application for the Affordable Housing and Sustainable Communities Program grant for the 300-unit Amador Station Affordable Housing Project.
- The City entered into an Indemnity Agreement with Alameda County to allow Tri-Valley regional preference points for the Regional Street Senior Affordable Housing project.
- Staff conducted buyer meetings for families purchasing deed-restricted accessory dwelling units and Below Market Rate (BMR) Units at Francis Ranch, with four BMR families also receiving First-Time Home Buyer Loan Program funds from the City. The First-Time Home Buyer Loan Program was also amended to increase program utilization and ensure compatibility with other loan programs.
- The City hosted the Tri-Valley Affordable Housing Fair at The Wave in collaboration with the cities of Livermore and Pleasanton, drawing more than 250 attendees and connecting residents with 18 agencies and organizations offering housing resources.

Strategy 4: Inclusive and Effective Government

- The City Council increased the Dublin Boulevard Extension Advance Reserve to \$71,042,736 and the Downtown Reserve to \$45,000,000 through contributions made as part of the Fiscal Year 2024-25 Fourth Quarter Financial Review. An additional \$5 million was added to the Village Parkway Pavement Reconstruction Reserve to address an identified project funding shortfall.
- Phase 1 of the Iron Horse Trail Open Space and Nature Park opened, delivering 1,700 feet of new multi-use trail connecting Amador Valley Boulevard to Stagecoach Park, with accessible paths, seating areas, bike racks and a repair station, and interpretive signage highlighting the site's railroad history and natural ecology.
- Forest Park opened to the community, featuring a multi-use sports court for basketball and futsal, a pollinator garden, a nature-inspired playground, a reservable picnic area, and a unique tree adoption program.

- The City awarded \$330,000 in Human Services Grants in Fiscal Year 2025-26 to 24 community benefit organizations, funding 28 programs throughout the Tri-Valley.
- The Finance Department launched the OpenGov Budget Transparency Portal, enabling the public to access budget summary data, explore customizable graphical displays, and interact with detailed financial tables and charts.
- The Dublin C.R.E.A.T.E.S. Cultural Event Program hosted three cultural celebration events attracting more than 8,000 attendees. The program was consolidated into a unified format approved by the Heritage and Cultural Arts Commission, and Diwali has been approved as an upcoming event with an estimated 6,000 attendees.
- The City selected a consultant to develop a Municipal Fiber Optic Master Plan to guide the planning, funding, and management of the City's broadband infrastructure assets.

Strategy 5: Long-Term Infrastructure and Sustainability Investments

- The City Council initiated Proposition 218 proceedings to establish a Street Light Assessment District to replace two existing Street Light Maintenance Districts, funding the ongoing operation, maintenance, and replacement of public street lighting and reducing reliance on the General Fund.
- The City Council directed Staff to prepare a ballot measure for a phased increase to the City's Transient Occupancy Tax rate to 12 percent for the 2026 General Election.
- The adopted Fiscal Year 2026-27 and 2027-28 Budget included a \$2 million General Fund contribution in each fiscal year to the Internal Services Fund for facility replacement, and the Five-Year Capital Improvement Program established \$4.5 million annually for pavement management.
- The City Council adopted the Electric Vehicle Infrastructure Plan, and Staff completed the Carbon Sequestration Pilot Project in partnership with StopWaste and the University of California, Merced.
- The City adopted the Low Carbon Concrete Building Code and began implementation, advancing the City's Climate Action Plan commitments.
- The 2025 Annual Street Resurfacing project was substantially completed, including a slurry seal of 144 street segments totaling 3.7 million square feet. The 2026 Annual Street Resurfacing project was advertised for bid with construction planned for summer 2026.
- Staff applied for the 2027 Pavement Technical Assistance Program grant and initiated the Pavement Management Program update, with program certification to commence summer 2026 and anticipated completion in spring 2027.
- New citywide trash-capture devices were installed to meet the Municipal Regional Permit 100-percent trash load reduction requirement, and the Dublin Climate Challenge Online Community Engagement platform was launched to advance resident participation in sustainability efforts.

A new Two-Year Strategic Plan covering the period of Fiscal Years 2026-27 and 2027-28 was adopted by the City Council on April 21, 2026 (Resolution No. 22-26).

STRATEGIC PLAN INITIATIVE:

This report addresses all strategies of the Two-Year Strategic Plan.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Two-Year Strategic Plan Update and Final Report
- 2) August 19, 2025 City Council Staff Report (without attachments)



City of Dublin
CALIFORNIA

STRATEGIC PLAN
YEAR 2 UPDATE
Fiscal Years 2024-2026

STRATEGIC PLAN

On April 2, 2024, the Dublin City Council adopted the FY 2024-2026 Strategic Plan, outlining the City Council’s shared vision and values for Dublin’s future. The plan includes five key strategies and 25 objectives. Additionally, the City Manager identifies work plan items that align with the Strategic Plan’s goals and objectives.

PROGRESS REPORT

This report provides a quarterly update, highlighting progress made toward the Strategic Plan’s goals and objectives.

DEPARTMENT KEY

CD	Community Development
CC	City Clerk
CMO	City Manager’s Office
ED	Economic Development
FIN	Finance
FIRE	Fire
HR	Human Resources
IT	Information Technology
PCS	Parks and Community Services
POLICE	Police
PW	Public Works

STATUS KEY

The following key indicates each project’s status: Completed, In Progress, Ongoing, Off Target, or Not Started.

-  **Completed:** The task has been fully completed.
-  **Completed/Ongoing:** The task has been completed, and incorporated into City operations.
-  **In Progress:** Staff is actively working on the task, and it is on track to be completed on time.
-  **Off Target:** Staff is working on the task, but it is behind schedule and may not be completed on time.
-  **Not Started:** Work on this item has not yet begun.

CONTENTS

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin	1
Strategy 2: Public Safety	2
Strategy 3: Housing Inclusivity and Affordability	3
Strategy 4: Inclusive and Effective Government.	4
Strategy 5: Long-Term Infrastructure and Sustainability Investments	5
Revision History	7

STRATEGY 1: ECONOMIC DEVELOPMENT, SMALL BUSINESS SUPPORT, AND DOWNTOWN DUBLIN

OBJECTIVE 1.A: Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Implement an economic development-tailored marketing and branding strategy.	●	●	ED	➡
ii Focus existing business visitation program towards high-priority industries.	●	●	ED	✓/O
iii Collect information regarding specific regulatory barriers to changes of use in retail spaces.	●	●	ED, CD	➡
iv Convene meetings with brokers, developers, and major property owners to provide updates regarding City efforts and resources.	●	●	ED	✓/O

OBJECTIVE 1.B: Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Update the Western Dublin Transportation Impact Fee program.*	●	●	PW, CMO, FIN	■
ii Draft Deal Terms for the Dublin Commons development agreement.*	●	●	ED	➡
iii Draft the Dublin Commons development agreement.*	●	●	ED	➡

* The developer of the proposed Dublin Commons project is working on a new design concept to present to the City.

OBJECTIVE 1.C: Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Boulevard extension.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Work with Fallon East Property Owners on development agreements.	●	●	ED, CD, PW	✓/O
ii Update the Eastern Dublin Transportation Impact Fee program.	●	●	PW, CMO, FIN	➡
iii Work with RES on the mitigation of the Dublin Boulevard extension.	●	●	PW, CMO	✓/O
iv Work with Alameda County Transportation Commission on the Dublin Boulevard extension – Design phase.	●	●	PW, CMO	✓/O
v Oversee work on the Dublin Boulevard extension – Funding Plan Development with Alameda County Transportation Commission and Livermore.	●	●	PW, CMO	✓/O

OBJECTIVE 1.D: Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Expand the Small Business Navigator program, and other technical support programs.	●	●	ED	✓/O
ii Provide Business Concierge Services to support with the retention and growth of businesses.	●	●	ED	✓/O
iii Prepare a Business Entitlement Process Handout to help provide clarity on the City's process.	●	●	ED	✓

STRATEGY 2: PUBLIC SAFETY

OBJECTIVE 2.A: Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Work with Alameda County Sheriff's Office Administration to discuss current practices and transportation options.	●	●	POLICE	✓/○
ii Explore funding options from Alameda County to help mitigate concerns with inmate release procedures.	●	●	POLICE	✓/○
iii Install Flock Situational Awareness Cameras at Arnold Road/Horizon Parkway.	●		POLICE, IT	✓

OBJECTIVE 2.B: Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Install pedestrian signage to guide Santa Rita Jail releasees to Dublin/Pleasanton BART station.	●		POLICE	✓
ii Develop and implement a bicycle and scooter safety and education program, including e-bikes and e-scooters, in collaboration with the Dublin Unified School District and residents.	●	●	POLICE	✓
iii Install Flock Situational Awareness Cameras at designated intersections (rolling installations).	●	●	POLICE	✓/○
iv Engage with residents and local businesses to discuss crime prevention strategies and security enhancements.		●	POLICE	✓/○
v Host a community forum on substance use prevention and overdose awareness.		●	POLICE	✓

OBJECTIVE 2.C: Establish a Business Watch program to collaboratively address commercial theft.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Partner with the Dublin Chamber of Commerce on the development of a Business Watch Program.	●	●	POLICE	✓/○
ii Develop and host a Small Business and Public Safety Fair to support local businesses.	●		POLICE, ED	✓

OBJECTIVE 2.D: Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Install new fire station alerting systems.	●	●	FIRE, PW	✓
ii Complete facility condition assessments of Dublin fire stations.	●	●	PW	➡

OBJECTIVE 2.E: Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Install citywide situational cameras at all City building facilities.	●	●	IT	➡
ii Convert citywide electronic badging access to a single vendor.	●	●	IT	➡
iii Implement a unified security vendor for all building alarms.	●	●	IT, PW	➡

STRATEGY 3: HOUSING INCLUSIVITY AND AFFORDABILITY

OBJECTIVE 3.A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Prepare Zoning Ordinance Amendments that implement Housing Element programs.	●	●	CD	➡
ii Prepare Rezoning Ordinance of properties with Planned Development Residential Zoning.	●		CD	✓
iii Create or amend existing housing programs to implement Housing Element programs.	●	●	CD	✓/O

OBJECTIVE 3.B: Support efforts to produce housing affordable at all levels of income.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Implement the Dublin Centre project which includes 494 market rate units, 6 moderate income units, 105 low- and moderate-income accessory dwelling units, dedication of a 1.88-acre site for affordable housing, and contribution of \$1 M to the First Time Homebuyer Loan Program.*	●	●	CD	✓/O
ii Implement the Francis Ranch project which includes 555 market rate units, 18 moderate-income units, 50 low-income accessory dwelling units, dedication of a two-acre site for affordable housing, and payment of in-lieu fees.*	●	●	CD	✓/O
iii Implement the Regional Street Senior Affordable Housing Development which includes 113 units that are affordable to very low- and low-income households.*	●	●	CD	✓/O
iv Implement the Amador Station project which includes 300 units that will be affordable to extremely low-, low- and moderate-income households and built in four phases.	●	●	CD	➡
v Work with Alameda County to secure Transit Center Site D-1 at no cost for a future affordable housing development with approximately 99-units.	●	●	CD	➡

OBJECTIVE 3.C: Support programs that facilitate homeownership such as the First-Time Home Buyer Loan Program.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Complete Amendments to the First-Time Home Buyer Loan program to increase use of program and ensure compatibility with other loan programs.	●		CD	✓

OBJECTIVE 3.D: Support development of housing types to support essential workers, younger buyers, and seniors.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Implement the Dublin Centre entry level townhomes project.*	●	●	CD	✓/O
ii Implement and assist Eden Housing with the Regional Street Senior Affordable Housing project permits, grants, and financing.*	●	●	CD	✓/O
iii Implement and assist the Related Companies with their Amador Station Affordable Housing project permit, grants, and financing.	●	●	CD	➡
iv Work with Grace Point at Dublin Centre on entitlements and financing.	●	●	CD	✓
v Work with Francis Ranch to implement their Affordable Housing Agreement.	●	●	CD	✓/O
vi Work with Alameda County to secure the Transit Center site D-1 for affordable housing.	●	●	CD	➡

OBJECTIVE 3.E: Support efforts to address housing for special needs communities.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Work with Grace Point at Dublin Centre on entitlements and financing.	●	●	CD	✓
ii Work with Francis Ranch to implement their Affordable Housing Agreement.	●	●	CD	✓/O

* Under construction

STRATEGY 4: INCLUSIVE AND EFFECTIVE GOVERNMENT

OBJECTIVE 4.A: Set reserves aside for major infrastructure investments which are key to the City's economic future.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Continue to build the Dublin Boulevard extension Advance Reserve.	●	●	FIN	✓/O
ii Continue funding the Downtown Reserve.	●	●	FIN	✓/O
iii Continue to build the Village Parkway Pavement Reconstruction Reserve.	●	●	FIN	✓/O

OBJECTIVE 4.B: Develop policies and procedures to address transition to District-based elected officials.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Transition to District-based election for the November 2024 election.	●	●	CC	✓
ii Include the topic "city governance with district representation" at the City Council Team-building Workshop to receive feedback for the drafting of policies and procedures.	●	●	CMO	✓

OBJECTIVE 4.C: Implement DEI Action Plan and continue to use a diversity, equity, and inclusion lens in organizational development and programming.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Implement adaptive swimming lessons and recreation swimming opportunities at The Wave.	●	●	PCS	✓
ii Install communication boards at The Wave and other facilities to provide access and raise public awareness about special education.	●	●	PCS	✓
iii Provide Human Services Grants to community benefit organizations in the Tri-Valley.	●	●	PCS	✓
iv Continue efforts in hiring practices and training that promotes inclusion, connection, belonging, and safety for staff and prospective employees.	●	●	HR	✓/O

OBJECTIVE 4.D: Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Manage the Francis Ranch Development Neighborhood Parks projects.	●	●	PCS	➡
ii Undertake the Eastern Dublin Wireless Telecommunication Facility project.	●	●	CMO	✓/O
iii Evaluate the feasibility of a program to recognize cultural celebrations in the community.	●	●	CMO, PCS	✓/O

OBJECTIVE 4.E: Evaluate ways to increase transparency in finance, policing, and development and infrastructure projects.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Develop and host a Small Business and Public Safety Fair.	●	●	POLICE, ED	✓
ii Implement online transparency tool for capital projects.	●	●	PW, FIN	✓/O
iii Implement a new weekly community newsletter.	●	●	CMO	✓/O

OBJECTIVE 4.F: Continue proactive evaluation of policies and procedures and ensure cybersecurity infrastructure and practices are sufficient to protect the City's assets.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Develop IT training curriculum for new, ongoing, and executive staff.	●	●	IT	➡
ii Review existing technology policies and procedures as they relate to digital acceptable use, remote access, and city-owned vs. personal device usage of City networks and systems.	●	●	IT	➡
iii Continue to execute quarterly penetration testing with the City's cyber insurance contractor.	●	●	IT	✓/O
iv Develop a Municipal Fiber Optic Master Plan to guide the planning, funding, and management of the City's fiber optic assets and broadband infrastructure.		●	IT	➡

STRATEGY 5: LONG-TERM INFRASTRUCTURE AND SUSTAINABILITY INVESTMENTS

OBJECTIVE 5.A: Continue to explore funding mechanisms for capital and ongoing maintenance needs.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Identify and pursue grant funding opportunities for capital and maintenance projects.	●	●	CMO, PW	✓/O
ii Execute contributions from the General Fund to the Internal Services Funds for facility replacements in both FY 2024-25 & FY 2025-26 budgets.	●	●	FIN	✓/O
iii Manage ongoing Pavement Management Reserve funding designations.	●	●	FIN	✓/O
iv Initiate a Street Light Assessment District to fund the operation, maintenance, and replacement of public street lighting.		●	PW	✓
v Prepare a ballot measure to increase the City's Transient Occupancy Tax rate for the 2026 General Election.		●	CMO, CC	➡
vi Evaluate Parks and Community Services user fees to ensure appropriate cost recovery.		●	PCS	✓

OBJECTIVE 5.B: Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Carry out Citywide Signal Communications upgrade.	●	●	PW	➡
ii Work with Alameda County Transportation Commission on the Dublin Boulevard extension – Design phase.	●	●	PW, CMO	➡
iii Oversee work on the Dublin Boulevard extension – Funding Plan Development with Alameda County Transportation Commission and Livermore.	●	●	PW, CMO	✓/O
iv Manage Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School.	●	●	PW	➡
v Execute design phase for Tassajara Road Realignment and Widening – Fallon Road to North City Limit – Design.	●	●	PW	➡
vi Continue work on Village Parkway Reconstruction – Design phase.	●	●	PW	➡

OBJECTIVE 5.C: Continue to make progress on the Climate Action Plan and sustainable operations.

Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Launch Dublin Climate Challenge Online Community Engagement platform.	●	●	PW	✓/O
ii Adopt the Low Carbon Concrete Building Code.	●		CD, PW	✓
iii Develop Building Electrification Plan.	●	●	PW	➡
iv Develop Electric Vehicle Infrastructure Plan.	●	●	PW	✓
v Oversee and continue Citywide Energy Efficiency and Infrastructure projects.	●	●	PW	✓/O
vi Manage the maintenance of the Green Stormwater Infrastructure – Iron Horse Trail, South of Amador Valley Boulevard.	●	●	PW	✓/O
vii Manage the implementation of Green Stormwater Infrastructure – Citywide Trash Capture Devices.	●	●	PW	✓/O
viii Develop a Fleet Electrification Plan through the Metropolitan Transportation Commission's Public Fleet Electrification Planning Assistance Program.	●	●	PW	➡
ix Undertake the Carbon Sequestration Pilot Project in partnership with StopWaste and the University of California Merced.		●	PW	✓/O

Strategy 5 continued on next page...

OBJECTIVE 5.D: Evaluate options for a sustainable pavement management program.				
Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Complete First Cape Seal Street Resurfacing.	●	●	PW	✓
ii Undertake the 2024 Annual Street Resurfacing project.	●	●	PW	✓
iii Undertake the 2025 Annual Street Resurfacing project.	●	●	PW	✓/○
iv Update the Pavement Management program.	●	●	PW	➡
v Undertake the 2026 Annual Street Resurfacing project.		●	PW	➡

OBJECTIVE 5.E: Evaluate use of General Fund reserves to address asset replacement needs.				
Work Plan	Fiscal Years		Department(s)	Status
	24/25	25/26		
i Continue to evaluate Pavement Management Reserve funding designations.	●	●	FIN	✓/○

REVISION HISTORY

March 2025

- Added *Department Key*
- Added *Off Target* category to Status Key
- Added *Revision History* page

June 2025

- Updated document title to “Year 1 Update”
- Added item 5. C viii

August 2025

- Added *Completed/Ongoing* category to the status key

October 2025

- Changed Objective 1.B: i to *Off Target*
- Changed Objective 1.C: ii to *Off Target*
- Changed Objective 2.B: ii to *Completed/Ongoing*
- Changed Objective 2.D: ii to *In Progress*
- Changed Objective 5.B: iv to *In Progress*
- Changed Objective 5.B: vi to *In Progress*
- Changed Objective 5.C: vi to *In Progress*
- Changed Objective 5.D: iv to *In Progress*

January 2026

- Updated document title to “Year 2, Q2 Update”
- Changed Objective 1.B: i to *Off Target* and added a footnote
- Changed Objective 1.B: ii to *In Progress* and added a footnote
- Changed Objective 1.B: iii to *In Progress* and added a footnote
- Changed Objective 2.D: i to *Completed*
- Changed Objective 3.D: iv to *Completed*
- Changed Objective 3.D: v to *Completed/Ongoing*
- Changed Objective 3.E: i to *Completed*
- Changed Objective 3.E: ii to *Completed/Ongoing*
- Changed Objective 5.B: ii to *In Progress*
- Changed Objective 5.C: vii to *Completed/Ongoing*
- Added Objective 5.C: ix
- Added Objective 5.D: v

April 2026

- Changed Objective 1.D: i to *Completed/Ongoing*
- Changed Objective 1.D: iii to *Completed/Ongoing*
- Changed Objective 2.B: ii to *Completed*
- Changed Objective 5.D: iii to *Completed/Ongoing*
- Added Objective 2.B: iv
- Added Objective 2.B: v
- Added Objective 4.F: iv
- Added Objective 5.A: iv
- Added Objective 5.A: v
- Added Objective 5.A: vi

July 2026

- Changed Objective 1.C: ii to *In Progress*
- Changed Objective 1.D: iii to *Completed*
- Changed Objective 4.C: iii to *Completed*
- Changed Objective 5.A: ii to *Completed/Ongoing*
- Changed Objective 5.A: iv to *Completed*
- Changed Objective 5.A: v to *In Progress*
- Changed Objective 5.C: iv to *Completed*
- Changed Objective 5.C: vi to *Completed/Ongoing*





STAFF REPORT

CITY COUNCIL

DATE: August 19, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Two-Year Strategic Plan: Year 1 Progress Report
Prepared by: Jordan Foss, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will receive the Year 1 progress report on the City's Two-Year Strategic Plan, along with key highlights from Fiscal Year 2024-25.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Every two years, the City Council adopts a Strategic Plan comprising the City's Mission, Vision, and Values, as well as strategies and objectives which guide the City's work for the current two-year period. To accomplish the objectives outlined in the Strategic Plan, the City Manager identifies work plan items that align with its goals and objectives. The City Council adopted the latest Two-Year Strategic Plan on April 2, 2024, covering Fiscal Years 2024-25 and 2025-26.

On February 18, 2025, the City Council received an update from staff on the newly redesigned Strategic Plan Progress Report format. At this meeting, the City Council provided direction on the proposed progress report and requested changes. The City Council's requested changes were incorporated into the report (Attachment 1), which details the City Council's five strategies and 25 objectives along with Staff's work plan for achieving each objective. Each work plan item includes a description, anticipated fiscal years of activity, assigned department(s), and status. As progress is tracked throughout the two-year period, items are updated to reflect whether they are completed, in progress, off target, or not started.

Additionally, the City Manager may also assign new work plan tasks as needed. To ensure transparency, existing items are not removed from the progress report; instead, they remain to reflect the efforts made toward each objective. Any changes to objectives or work plan items are recorded in the document's revision history. Completed items from Fiscal Year 2024-25 are included in this report. Below are key highlights from Fiscal Year 2024-25.

Key Highlights: July 1, 2024 – June 30, 2025

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin

- The City Council approved an agreement with a consultant to lead the City's marketing and branding strategy, and a project kick-off meeting was held to initiate the effort.
- Staff developed a new flyer to promote the Small Business Navigator program, which was translated into Hindi, Traditional Chinese, Simplified Chinese, and Spanish, and posted on the City website. It will be mailed to businesses in the next quarter.
- The Business Concierge Program remained active throughout the year, with Economic Development Staff responding to more than 320 requests for assistance.
- The City Council received an update on the Dublin Boulevard Extension project on January 14, 2025.

Strategy 2: Public Safety

- The City installed pedestrian signage along Arnold Road that guides Santa Rita Jail releasees to the Dublin/Pleasanton BART station.
- The City installed Flock situational awareness cameras at designated intersections.
- Dublin Police Services hosted a Community Safety Fair at Emerald Glen Park on May 17, 2025. The event was well attended and featured 33 vendors who provided valuable information on safety, wellness, emergency medical response, and emergency preparedness.
- Dublin Police Services presented a report on current laws and enforcement efforts related to electronic bicycles and electronic scooters and recommended the codification of bicycle laws into the Dublin Municipal Code, which will be presented to the City Council later this year.

Strategy 3: Housing Inclusivity and Affordability

- Staff prepared the rezoning of properties with planned development residential zoning to multi-family residential in response to the certified General Plan Housing Element.
- The City Council approved amendments to the First-Time Home Buyer Loan Program, which will increase the use of the program and ensure compatibility with other loan programs.
- Staff worked with Eden Housing to finalize their funding and building permits, which enabled them to break ground on the Regional Street Senior Affordable Housing project.
- Staff prepared Zoning Ordinance amendments to implement recent changes in state law and certain programs of the General Plan Housing Element.
- Staff continued working with Dublin Centre and Grace Pointe on the transfer of land and grant funding for the Sunflower Hill affordable housing project for individuals with intellectual and developmental disabilities.

Strategy 4: Inclusive and Effective Government

- The City transitioned to District-based elections for the November 2024 election.
- The Parks and Community Services Department installed communication boards at The Wave and other facilities to provide access and raise public awareness about special education.
- Staff continued to provide Human Services Grants to community benefit organizations in the Tri-Valley that were approved by the City Council.
- The Parks and Community Services Department implemented adaptive swimming lessons and recreation swimming opportunities at The Wave.
- The Community Engagement Division (rebranded and expanded from the Communications Division) launched the weekly *Dublin Digest* to keep the community informed more frequently about City news.

Strategy 5: Long-Term Infrastructure and Sustainability Investments

- The City Council approved contributions from the General Fund to the Internal Services Funds for facility replacements in both the FY 2024-25 and FY 2025-26 budgets.
- The Public Works Department launched the Dublin Climate Challenge, an online community engagement platform.
- Staff issued a request for qualifications for functional and conditional assessment services for the three City of Dublin fire stations.
- On June 17, 2025, the City Council approved an update to the Five-Year Capital Improvement Program (CIP), which included a new format for the CIP that utilizes ClearGov as the online transparency tool and platform.
- The City Council awarded the construction contract for the Irrigation Systems Upgrade project, which includes \$1.38M grant funding from the California Water Resources Urban Community Drought Relief Grant Program.
- The City Council adopted the Low Carbon Concrete Building Code, which became effective on January 1, 2025.
- The City received notification of receipt of a grant through the Metropolitan Transportation Commission (MTC) Technical Assistance for Fleet Electrification program, which provides up to \$100,000 of funding for MTC consultants to assist with public fleet electrification planning.
- Street resurfacing projects were completed, with the Cape Seal project bringing a new, more sustainable resurfacing treatment to the community.

Attachment 1 is the complete Strategic Plan Year 1 Progress Report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) FY 2024-2026 Strategic Plan Year 1 Progress Report

Two-Year Strategic Plan: Final Report

July 21, 2026



Background

2

Years Covered

5

Strategies

25

Objectives

FY2024–26

Reporting Period

- The current Two-Year Strategic Plan was adopted by the City Council on **April 2, 2024**.
- The Plan covers the period **July 1, 2024 through June 30, 2026**.
- This report serves as the **final report** for the current Plan.
- The **Year 1 Update** was presented to the City Council on **August 19, 2025**.
- A new **Two-Year Strategic Plan (FY 2026–27 and FY 2027–28)** was adopted by the City Council on **April 21, 2026**.

This final report closes out the Plan and reflects on two years of citywide progress across all five strategies.



Strategy 1: Economic Development, Small Business Support, and Downtown Dublin



Marketing & Branding Strategy

Conducted extensive outreach — Councilmember interviews, stakeholder focus groups, and a community survey — to shape the City's new brand.



Business Concierge Program

Responded to 559 requests for assistance, up sharply from the prior year.



Business Entitlement Process Guide

Published with DSRSD and internal partners, giving businesses clear guidance on permitting timelines and coordination.



Dublin Boulevard – North Canyons Parkway Extension

Agreed, with Livermore, to a phased approach, advancing roadway improvements in each jurisdiction.



Strategy 2: Public Safety



Fire Station Alerting Systems

Completed a multi-year upgrade to new alerting systems at all three Dublin fire stations.



Expanded Camera Network

Installed two mobile camera trailers and new situational awareness cameras to strengthen citywide crime prevention.



Fentanyl & Naloxone Safety Initiative

Hosted a community safety forum and installed a free Naloxone distribution box at the Public Safety Complex lobby.



Public Safety Fair

Hosted 33 vendors and approx. 600 community members at Emerald Glen Park for hands-on safety engagement.



Strategy 3: Housing Inclusivity and Affordability



Housing Element Implementation

The City Council approved code amendments and completed rezoning to support replacement housing goals.



Sunflower Hill at Grace Pointe

Approved by the Planning Commission and awarded a \$2 million federal HUD community project grant.



Amador Station Affordable Housing

City Council authorized a grant application to help fund the 300-unit project.



Tri-Valley Affordable Housing Fair

Hosted with Livermore and Pleasanton, drawing 250+ attendees and 18 partner agencies to The Wave.



Strategy 4: Inclusive and Effective Government



Two New Community Parks

Opened the Iron Horse Nature Park and Open Space Phase 1 (1,700 ft. of new trail) and Forest Park.



\$330,000 in Human Services Grants

Funded 28 programs across 24 community benefit organizations serving the Tri-Valley.



Budget Transparency Portal

Finance launched OpenGov, giving the public interactive access to budget data and financial reports.



New Cultural Events

Three celebrations drew more than 8,000 attendees under a newly consolidated program format.



Strategy 5: Long-Term Infrastructure and Sustainability Investments



Annual Street Resurfacing

144 street segments (3.7 million sq. ft.) were slurry sealed; the 2026 project is anticipated to begin construction this summer.



EV Infrastructure & Carbon Pilot

Council adopted the EV Infrastructure Plan; the Carbon Sequestration Pilot with UC Merced was completed.



Long-Term Capital Funding

The FY 2026-28 budget commits \$2M/year for facility replacement and \$4.5M/year for pavement management.



Street Light Assessment District

Council initiated Prop. 218 proceedings to fund streetlight operations without relying on the General Fund.



Staff Recommendation

- Receive the report
- Questions?

