COUNCILMEMBERS
Melissa Hernandez, Mayor
Michael McCorriston, Vice Mayor
Jean Josey, Councilmember
Dr. Sherry Hu, Councilmember
Kashef Qaadri, Councilmember

DUBLIN
CALIFORNIA

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, September 5, 2023

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

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

Additional Meeting Procedures

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

Members of the public who wish to participate in the meeting electronically have the option of giving public comment via Zoom, subject to the following procedures:

□ Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, September 5, 2023. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the public comment period ends, or until the public comment period on non-agenda items is closed.

□ Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.

□ When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.

CLOSED SESSION 6:30 PM

I. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

II. CONFERENCE WITH LABOR NEGOTIATORS

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

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. ORAL COMMUNICATIONS

3.1 Presentation of the Constitution Week Proclamation

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

STAFF RECOMMENDATION:

Present the proclamation.

Staff Report
Attachment 1 - Constitution Week Proclamation

3.2 Employee Introductions

New City of Dublin Staff member, Ivan San Pedro, Recreation Supervisor in the Parks and Community Services Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

Staff Report

3.3 Preview of Splatter 2023

The City Council will receive a presentation previewing Splatter, taking place September 9, 2023, at Emerald Glen Park.

STAFF RECOMMENDATION:

Receive the presentation.

Staff Report
Item 3.3 - PowerPoint Presentation

3.4 Public Comment

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

4. CONSENT CALENDAR

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

4.1 Approval of the August 15, 2023 Special and Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the August 15, 2023 Special and Regular City Council Meetings.

STAFF RECOMMENDATION:

Approve the minutes of the August 15, 2023 Special and Regular City Council Meetings.

Staff Report

Attachment 1 - August 15, 2023 Special City Council Meeting Minutes

Attachment 2 - August 15, 2023 Regular City Council Meeting Minutes

4.2 Delegation of Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-2024

The City Council will consider delegating purchasing authority of police vehicles, municipal fleet vehicles, and electric vehicle charging stations exceeding $45,000 to the City Manager for the remainder of Fiscal Year 2023-24.

STAFF RECOMMENDATION:

Adopt the Resolution Delegating Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-24.

Staff Report

Attachment 1 - Resolution Delegating Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-24

Item 4.2 - SB343

4.3 Second Reading of an Ordinance Amending Section 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code

The City Council will consider adopting an Ordinance amending Chapter 4.20 of the Dublin Municipal Code to reflect new requirements for Massage Establishments operating within the City and to update the Code for clarity and enhanced public safety. The City Council waived the first reading and introduced the Ordinance on August 15, 2023, and is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the Ordinance Amending Chapter 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code.

Staff Report

Attachment 1 - Ordinance Amending Chapter 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code

Attachment 2 - Exhibit A to the Ordinance - Chapter 4.20 (Massage Establishments and Massage Services) - Clean Version

4.4 Dublin Municipal Code Amendment to Section 8.84.140.I - Real Estate Directional Signs (PLPA-2023-00017)

The City Council will consider City-initiated amendments to the Dublin Municipal Code in response to complaints related to Real Estate Directional Signs (aka "open house signs"). Amendments are proposed to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs" to increase the number of open house signs allowed for each property, modify the minimum sidewalk clearance in conformance with the Building Code, require signs to be removed by 5:30 p.m., and clarify the City's enforcement authority. On August 15, 2023, the City Council waived the first reading and introduced the Ordinance amendments. The City Council is considering waiving the second reading and adopting the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I (Real Estate Directional Signs).

Staff Report

Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I (Real Estate Directional Signs)

Attachment 2 - City Council Staff Report dated August 15, 2023, without attachments

4.5 Tri-Valley Haven Shelter Rebuild and Expansion Project

The City Council will consider allocating $240,205 in available grant funds from the Community Development Block Grant (CDBG) Urban County Capital Project Pool to rebuild of the Tri-Valley Haven Domestic Violence and Homeless Shelter. The project will include shelter expansion from 30 to 45 beds.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the Allocation of CDBG Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project and adopt the Resolution Approving the Amendment to the Memorandum of Understanding for the Environmental Review of the CDBG-Funded Tri-Valley Haven Shelter Project.

Staff Report

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

Attachment 2 - Resolution Approving the Amendment to Memorandum of Understanding for the Environmental Review of the CDBG-Funded Tri-Valley Haven Shelter Project

Attachment 3 - Exhibit A to the Resolution - Amendment to Memorandum of Understanding for the Environmental Review

Attachment 4 - Memorandum of Understanding Between the Cities of Livermore and Pleasanton for the Environmental Review of the CDBG-Funded Shelter Project

4.6 Agreement with Strategic Economics, Inc. for Economic Development Strategy and General Plan Economic Development Element

The City Council will consider approving an agreement with Strategic Economics, Inc. for an update to the Economic Development Strategy and General Plan Economic Development Element.

STAFF RECOMMENDATION:

Adopt the Resolution Approving an Agreement with Strategic Economics, Inc. for Economic Development Strategy and General Plan Economic Development Element and approve a budget change.

Staff Report
Attachment 1 - Resolution Approving an Agreement with Strategic Economics, Inc. for Economic Development Strategy and General Plan Economic Development Element
Attachment 2 - Exhibit A to the Resolution - Strategic Economics, Inc. Agreement
Attachment 3 - Request for Proposal - Economic Development Strategy and General Plan Economic Development Element
Attachment 4 - Strategic Economics, Inc. Proposal
Attachment 5 - Budget Change Form

4.7 Commercial Façade Improvement Grant Program Agreement for Village Parkway Investments

The City Council will consider approving a Commercial Façade Improvement Grant Program Agreement for Village Parkway Investments. The business has requested participation in the program to assist with improvements to the building's exterior façade.

STAFF RECOMMENDATION:

Adopt the Resolution Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Village Parkway Investments.

Staff Report
Attachment 1 - Resolution Approving a Commercial Facade Improvement Grant Program Agreement Between the City of Dublin and Village Parkway Investments
Attachment 2 - Exhibit A to the Resolution - Commercial Facade Improvement Grant Program Agreement Between the City of Dublin and Village Parkway Investments

4.8 Revisions to the Personnel System

The City Council will consider proposed changes to the City's current Personnel System. The proposed adjustments are a result of the Employee Process conducted earlier this year, as well as the need to revise the City's Classification Plan.

STAFF RECOMMENDATION:

Adopt the following: 1) Resolution Amending the Personnel System Rules; 2) Resolution Amending the Benefit Plan in Accordance with Personnel Rules; 3) Resolution Amending the Salary Plan for Full- Time Personnel and Management Positions Exempt from Competitive Service; 4) Resolution Amending the Classification Plan; and 5) Resolution Designating Management Positions Exempt from Competitive Service

Staff Report
Attachment 1 - Resolution Amending the Personnel Rules
Attachment 2 - Exhibit A - Dublin Personnel Rules 2023
Attachment 3 - Exhibit B - Dublin Personnel Rules 2023 (redline version)
Attachment 4 - Resolution Amending the Benefit Plan In Accordance with Personnel Rules Attachment 5 - Exhibit A - Benefit Plan
Attachment 6 - Exhibit B - Benefit Plan (redline version)
Attachment 7 - Resolution Amending the Salary Plan for Full-Time Personnel and Management Positions Exempt from Competitive Service
Attachment 8 - Exhibit A - Salary Plan Tables
Attachment 9 - Resolution Amending the Classification Plan
Attachment 10 - Exhibit A - Accounting Manager Job Specification
Attachment 11 - Exhibit B - Principal Engineer Job Specification

Attachment 12 - Exhibit C - Graphic Design and Communications Coordinator Job Specification (redline version)
Attachment 13 - Resolution Designating the Management Positions Exempt from Competitive Service

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING

6.1 Update to the Public Facilities Fee Study, Adoption of Public Facilities Fees, and Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes)

The City Council will review the Update to the Public Facilities Fees Study and consider proposed changes to the Public Facilities Fee (PFF) program, which was last updated in 2017.

The proposed rates for the PFF reflect changes in population and in the cost of developing public facilities.

In addition, the City Council will consider adopting a related Ordinance amending the Dublin Municipal Code to reflect new parkland dedication categories and updated census numbers concerning the number of persons per dwelling unit. The City Council waived the first reading and introduced the Ordinance on June 20, 2023, and is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Conduct the Public Hearing and adopt the Resolution Revising the Public Facilities Fee for Future Developments Within the City of Dublin and waive the second reading and adopt the Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code

Staff Report
Attachment 1 - Resolution Revising the Public Facilities Fee for Future Developments within the City of Dublin
Attachment 2 - Exhibit A to the Resolution - Public Facilities Fee Study Update - August 2023
Attachment 3 - Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code
Attachment 4 - Staff Report dated June 20, 2023 (without attachments)

7. UNFINISHED BUSINESS - None

8. NEW BUSINESS

8.1 Dublin Fallon 580 General Plan Amendment Initiation Request and Proposed Development Agreement Deal Terms (PLPA-2023-00012)

The City Council will a consider a request by Staff and GH PacVest to initiate a General Plan Amendment for the Dublin Fallon 580 project site, which encompasses approximately 192 acres east of Fallon Road along the Dublin Boulevard Extension. The request includes eliminating the 2.5 -acre Public/Semi-Public land use designation, and convert approximately 44.9 acres with an Open Space land use designation to

Parks/Public Recreation to accommodate a future nature park. The proposed Development Agreement deal terms associated with future development on the site are also presented as context for the City Council's consideration of the request.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the Initiation of a General Plan Amendment to Eliminate the 2.5-Acre Public/Semi-Public Land Use Designation and Convert the Open Space Land Use Designation to Parks/Public Recreation on the GH PacVest Property and approve the proposed deal terms for the future Development Agreement with GH PacVest.

Staff Report
Attachment 1 - Resolution Approving the Initiation of a General Plan Amendment to Eliminate the 2.5-Acre Public/Semi-Public Land Use Designation and Convert the Open Space Land Use Designation to Parks/Public Recreation on the GH PacVest Property
Attachment 2 - Request Letter
Item 8.1 - PowerPoint Presentation

8.2 Designation of Voting Delegates for the 2023 National League of Cities City Summit

The City Council will consider appointing a voting delegate and up to two alternates to attend and vote on the City's behalf at the National League of Cities City Summit in November 2023.

STAFF RECOMMENDATION:

Discuss the item and appoint a voting delegate and up to two alternates to attend and vote, on the City's behalf, at the National League of Cities City Summit in November 2023.

Staff Report
Attachment 1 - NLC By-Laws

9. OTHER BUSINESS

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

10. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

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

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

Mission

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

Agenda Item 3.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

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

The aims of the Constitution Week celebration are to:

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

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Constitution Week Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Constitution Week"
September 17-23, 2023

WHEREAS, September 17, 2023 marks the 236th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Dublin City Council does hereby proclaim September 17, 2023 through September 23, 2023, as Constitution Week, and encourages our citizens to reaffirm the ideals that the framers of the Constitution had in 1787 by vigilantly protecting the freedom guaranteed to us through this guardian of our liberties, and remembering that lost rights may never be regained.

DATED: September 5, 2023

Mayor Melissa Hernandez

Vice Mayor Michael McCorriston

Councilmember Sherry Hu

Councilmember Jean Josey

Councilmember Kashef Qaadri

Agenda Item 3.2

STAFF REPORT

CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin Staff member, Ivan San Pedro, Recreation Supervisor in the Parks and Community Services Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff member.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff member, Ivan San Pedro, Recreation Supervisor in the Parks and Community Services Department, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Preview of Splatter 2023
Prepared by: Shaun Chilkotowsky, Parks and Community Services Manager

EXECUTIVE SUMMARY:

The City Council will receive a presentation previewing Splatter, taking place September 9, 2023, at Emerald Glen Park.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

Splatter is included in the City's annual operating budget.

DESCRIPTION:

Splatter will take place on Saturday, September 9, 2023, at Emerald Glen Park. This year's event will continue to celebrate music, food, art, and culture.

Splatter
Splatter, Dublin's annual end-of-summer festival, is committed to commemorating the community's diversity by infusing multicultural aspects throughout the festival's scope. The festival will spotlight community performances encompassing a spectrum of cultural expressions. Multicultural highlights will include Bollywood and Chinese Dance performances, Kung Fu demonstrations, and more. Various food vendors will be available in the "Dine Around the World" area, highlighting an array of dishes originating from diverse areas of the globe. Likewise, attendees will find themselves immersed in a global shopping experience within the "Arts and Crafts World Market," where they can explore an assortment of goods hailing from different regions.

Entertainment

Splatter is set to host an ensemble of live performances across three distinct stages, complemented by dynamic roaming acts dispersed throughout the event premises. The amphitheater stage will serve as a platform for an assorted lineup of multicultural presentations, embodying the essence of diversity. On the Side Yard Stage, the community's artistic talents in music, dance, and poetry will be brought to the forefront.

During the daytime, the Main Stage will resonate with live musical renditions. As night falls, this very stage will transform into the heart of a "community dance party," led by headline acts *Saved by the 90's*, a 1990s cover band, and *Pop Rocks*, a high energy dance band.

Food and Beverage

As previously stated, attendees will have the opportunity to partake in the "Dine Around the World" experience, offering them an enhanced culinary journey encompassing a wide spectrum of global flavors. Collaborating food vendors will present delectable "small plates" within the affordable price range of $5 to $8. In addition, the Rotary Club of Dublin will curate a selection of local craft beer and wines sourced from the Livermore Valley, further enriching the offerings available.

Tasting Pavilion

Celebrating the origins of the festival, Splatter 2023 is set to revive the Tasting Pavilion, a special ticketed affair. Taking place from 3:00 pm to 6:00 pm, this "event-within-the-festival" will showcase an array of locally sourced foods paired with beers and wines from vendors in the Tri-Valley region. Promotion of the Tasting Passports has been ongoing and a part of regular event promotion such as press releases, social media, print flyers, and on the City's website. Additional targeted promotion to local community leaders, business owners, non-profit leaders, etc. was also part of outreach efforts. This experience can be accessed through Tasting Passports priced at $50.

The Arts

Throughout the event area, Splatter will persist in its dedication to honoring the arts, offering an array of activities suitable for all attendees. In collaboration with the Dublin Arts Collective, an art exhibition titled "The High Life" will grace the interior of The Wave. This exhibition will feature an assemblage of fine artworks crafted by talented local high school artists.

Special Event App

Showcasing Dublin's ongoing commitment to enhance public communication and minimize waste, the Parks and Community Services Department is introducing its Special Event Application, "DublinCaEvent". This app, downloaded on both Apple and Android devices and available beginning September 1, 2023, serves as a comprehensive hub for event information. The app will include festival maps, sponsor and vendor directories, parking and transportation details, schedules, and entertainment lineups. Beyond just putting festival details at attendees' disposal, this app also plays a vital role in environmental conservation by eliminating the need for paper programs and thereby curbing paper waste and printing.

Grand Finale

Finally, building upon the enthusiastic reception of 2022, the night will conclude with a

synchronized spectacle of 200 drones illuminating the sky in harmony. This year's drone show, which has increased from the 100 drones used in previous years, has been tailored to uniquely symbolize Splatter and the vibrance of the City of Dublin.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

SPLATTER

City Council Meeting
September 5, 2023

DUBLIN
CALIFORNIA

Event Details

- Saturday, Sept 9, 2023 – Emerald Glen Park
- Time: 12:00 p.m. – 8:30 p.m.
- Day Time – Family Friendly Events & Entertainment
- Late Afternoon/Evening – Tasting Pavilion, Headlining Entertainers & Grand Finale
- Launch of Event App

Splatter 2023

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

Tasting Pavilion

- Tasting Passport to include small bites sampling, wine, and craft beer

Splatter 2023 continued

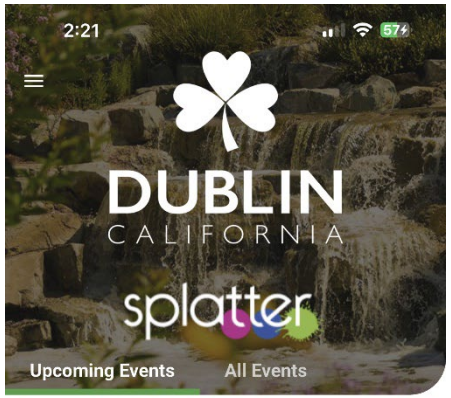
- Dine Around the World
- Arts & Crafts World Market
- Carnival & More
- Interactive Arts & Crafts
- “High Life” – Art Gallery featuring Local Highschool Students

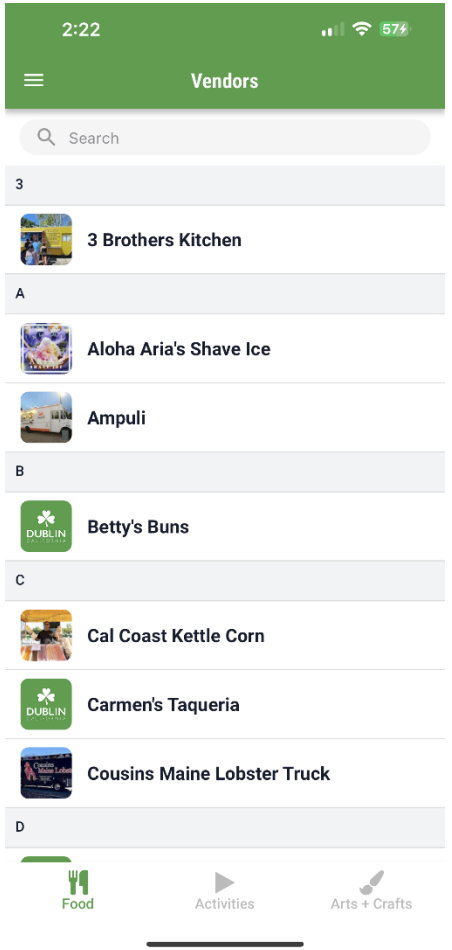
Headlining Entertainment

Saved by the 90s & Pop Rocks

Grand Finale Drone Show

Special Event Application





Questions?

Agenda Item 4.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the August 15, 2023 Special and Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the August 15, 2023 Special and Regular City Council Meetings.

STAFF RECOMMENDATION:

Approve the minutes of the August 15, 2023 Special and Regular City Council Meetings.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the August 15, 2023 Special and Regular City Council Meetings.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) August 15, 2023 Special City Council Meeting Minutes
2) August 15, 2023 Regular City Council Meeting Minutes

MINUTES OF THE CITY OF DUBLIN CITY COUNCIL

Special Meeting: August 15, 2023

A Special Meeting of the Dublin City Council was held on **Tuesday, August 15, 2023,** in the Regional Meeting Room at the Civic Center. The meeting was called to order at 5:03 PM., by Mayor Hernandez.

CLOSED SESSION 5:00 PM

I. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of Subdivision (d) of Section 54956.9)
Name of case: *City of Dublin v. Renzulli, et al.,* Alameda County Superior Court Case No. 23CV039508

II. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: 2 cases

III. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: *Juarez v. City of Dublin et al.,* Alameda County Superior Court Case No. HG21093985

DRAFT

IV. CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Linda Smith, City Manager
Unrepresented Employees:

Accountant
Administrative Aide
Administrative Technician
Assistant City Manager
Assistant Civil Engineer
Assistant Director of Community Development
Assistant Parks & Community Services Director
Assistant Planner
Assistant Public Works Director/City Engineer
Associate Civil Engineer
Associate Planner
Audio-Video Specialist
Capital Improvement Program Manager
Chief Building Official
Chief Information Security Officer
City Clerk
Code Enforcement Officer
Communications Manager
Community Development Director
Deputy City Manager
Environmental & Sustainability Manager
Environmental Technician
Executive Aide
Finance Director
Financial Analyst
GIS Coordinator
Graph Design & Communications Coordinator
Human Resources Director
Human Resources Manager
Information Systems Manager
Information Systems Specialist
Information Systems Technician II
Maintenance Coordinator
Management Analyst I
Management Analyst II
Network Systems Coordinator
Office Assistant II
Parks & Community Services Director
Parks & Community Services Manager
Parks & Facilities Development Coordinator
Permit Technician
Plan Check Engineer
Plans Examiner I
Principal Planner
Program Specialist
Public Works Director/Assistant Engineer
Public Works Manager
Public Works Transport & Operations Manager
Recreation Technician
Senior Accountant
Senior Civil Engineer
Senior Finance Technician
Senior Management Analyst
Senior Office Assistant
Senior Planner
Senior Public Works Inspector
Special Projects Manager

STUDY SESSION 6:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2. REPORT ON CLOSED SESSION

City Attorney John Bakker reported two reportable actions out of Closed Session:

1. On a four to one decision, with Councilmember Hu dissenting, the City Council authorized the initiation of litigation. The action, defendants, and other particulars will be disclosed as such time litigation is filed.
2. On a four to one decision, with Mayor Hernandez dissenting, the City Council approved a settlement in the Juarez v. City of Dublin case with the City providing $0 and not admitting any liability. The City Manager was authorized to sign a settlement agreement.

The City Council decided to return to closed session after the adjournment of the Regular City Council Meeting.

3. PUBLIC COMMENT

None.

4. STUDY SESSION

4.1 2023 Dublin Community Survey

City Council received a presentation from Curt Below with FM3 Research on the Dublin 2023 Community Survey.

Mayor Hernandez recessed the meeting to the Regular Meeting at 7:00 p.m., with the Special Meeting to be continued after adjournment of the Regular Meeting.

Mayor Hernandez reconvened the Special Meeting at 10:06 p.m.

By a majority, the City Council directed Staff to prepare materials for two ballot measures for March 2024, one regarding term limits and the other regarding a potential annexation at the City's eastern edge.

Mayor Hernandez adjourned the Study Session at 11:00 PM and the City Council returned to closed session.

5. ADJOURNMENT

The meeting was adjourned by Mayor Hernandez at 11:26 PM.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: August 15, 2023

The following are minutes of the actions taken by the City of Dublin City Council. A full video recording of the meeting with the agenda items indexed and time stamped is available on the City's website at: https://dublin.ca.gov/ccmeetings

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on Tuesday, August 15, 2023, in the City Council Chamber. The meeting was called to order at 7:04 PM, by Mayor Hernandez.

1) CALL TO ORDER

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

2) PLEDGE OF ALLEGIANCE

3) ORAL COMMUNICATIONS

3.1) Inspiration Studio USA Certificate of Recognition

The City Council presented the certificate to Inspiration Studio USA.

3.2) American Muslim Appreciation and Awareness Month Proclamation

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

3.3) Employee Introductions

New City of Dublin Staff members, Erika Spoon, Derek Teaderman, Monette Au, Tommy Cook, Brad Olson, Brian Spiller, and Aimee Dacumos were introduced.

DRAFT

3.4) Public Comment

Weng Tam provided public comment.

Anthony Lavaysse provided public comment.

4) CONSENT CALENDAR

4.1) Approved the June 20, 2023, Regular City Council Meeting Minutes.

4.2) Adopted Resolution No. 79-23 titled, "Summarily Vacating an Emergency Vehicle Access Easement Located at 5751 Arnold Road (Streets and Highways Code Chapter 4)."

4.3) Adopted Resolution No. 80-23 titled, "Authorizing the City Manager to Purchase Software Licenses and Related Computer Equipment from CDW Government, LLC. in Excess of $45,000."

4.4) Adopted Resolution No, 81-23 titled, "Authorizing the City Manager to Purchase Computers and Related Equipment from Dell Marketing, L.P. in Excess of $45,000 in Fiscal Year 2023-24."

4.5) Received a notification of the City Engineer's receipt of the Final Maps for review for Tracts 8563, 8645, 8646, 8648, and 8671, Francis Ranch Large Lot Map and Neighborhoods 1, 2, and 4.

4.6) Adopted Resolution No. 82-23 titled, "Resolution of Intent to Vacate Right-of-Way on Croak Road and Setting a Public Hearing."

4.8) Adopted Resolution No. 83-23 titled, "Amending City Council Resolution 133-22 Approving the 2023 – 2031 Housing Element."

4.9) Received a report on the administrative actions taken during the City Council recess between June 21 and August 14, 2023, related to the Annual Street Resurfacing and Overlay projects, the Alamo Creek Fence Replacement Project, and an agreement with All City Management Services, Inc.

4.10) Adopted Resolution No. 85-23 titled, "Approving the Plans and Specifications and Awarding a Contract to Suarez & Munoz Construction, Inc. for the Wallis Ranch Community Park Project, CIP No. PK0421," and approved the budget change.

4.11) Adopted Resolution No. 86-23 titled, "Approving the 2023 Annual Review of Investment Policy and Delegation of Authority to Complete Investment Transactions."

4.12) Received the City Treasurer's Informational Report of Investments for the quarter ending June 30, 2023.

4.13) Received a listing of payments issued from June 1, 2023 – June 30, 2023, totaling $9,962,380.56 and July 1, 2023 – July 31, 2023, totaling $10,081,559.88.

4.14) Confirmed the Mayor's recommendation of Mayor Hernandez and Councilmember Qaadri as the 2023 Ad Hoc Audit Review Committee.

4.15) Adopted Resolution No. 87-23 titled, "Approving the Plans and Specifications and Awarding a Contract to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing (July 2023 Slurry Seal) Project, CIP No. ST0117."

4.16) Adopted Resolution No. 88-23 titled, "Approving the First Amendment to the Agreement with Civica Law Group, APC for Special Counsel Legal Services."

On a motion by Councilmember Josey, seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council adopted the Consent Calendar, except for items 4.7 and 4.17.

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

4.7) Adopted Resolution No. 83-23 titled, "Accepting the Citywide Signal Communications Upgrade - Conduit Installation for Future Fiber Interconnect on Dublin Boulevard Project, CIP No. ST0713."

This item was pulled from the consent calendar by Councilmember Hu for clarifying questions.

4.17) Adopted Resolution No. 89-23 titled, "Approving an Affordable Housing Agreement Between the City of Dublin and TH East Ranch Dublin, LLC, for the East Ranch Project."

This item was pulled from the consent calendar for public comment.

Tom Evans provided public comment.

On a motion by Councilmember Qaadri and seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council adopted Consent Calendar items 4.7 and 4.17.

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

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING

6.1) Dublin Municipal Code Amendment to Section 8.84.140.I "Real Estate Directional Signs" (PLPA-2023-00017)

The City Council received a presentation regarding amendments to the Dublin Municipal Code Section 8.84.140.I related to Real Estate Directional Signs (aka "open house signs").

Mayor Hernandez opened the Public Hearing.

Flavio Amaral provided public comment.

Steve Medeiros provided public comment.

Mayor Hernandez closed the Public Hearing.

On a motion by Councilmember Qaadri, seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council waived the reading and introduced the Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs."

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

7) UNFINISHED BUSINESS

7.1) Inclusionary Zoning and In-Lieu Fee Feasibility Study and Commercial Linkage Fee Nexus Study

The City Council received a report regarding the Inclusionary Zoning and Affordable Housing In-Lieu Fee Feasibility Study and the Commercial Linkage Fee Nexus Study.

Mayor Hernandez opened the public comment period.

Shirley Lewandowski provided public comment.

Mayor Hernandez closed the public comment period.

The City Council requested additional sensitivity analysis, comparable data from other communities, and evaluation of lowering the unit counts below the 20 units.

8) NEW BUSINESS – None.

8.1) Introduction of an Ordinance Amending Chapter 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code

The City Council received a presentation regarding recommended amendments to the Dublin Municipal Code to reflect new requirements for Massage Establishments operating within the City and to update the Code for clarity and enhanced public safety.

Mayor Hernandez opened the public comment period.

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

On a motion by Councilmember Josey, seconded by Vice Mayor McCorriston, and by unanimous vote, the City Council waived the reading and introduced the Ordinance Amending Section 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code.

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

9) OTHER BUSINESS

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

10) ADJOURNMENT

Mayor Hernandez adjourned the regular City Council meeting at 10:00 PM and noted the City Council would continue the Special Meeting in the Regional Meeting Room.

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Delegation of Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-2024

Prepared by: Raelyn Miranda, Administrative Aide and Debbie Bell, Public Works Manager

EXECUTIVE SUMMARY:

The City Council will consider delegating purchasing authority of police vehicles, municipal fleet vehicles, and electric vehicle charging stations exceeding $45,000 to the City Manager for the remainder of Fiscal Year 2023-24.

STAFF RECOMMENDATION:

Adopt the **Resolution** Delegating Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-24.

FINANCIAL IMPACT:

The cost of replacement police vehicles will be covered by the Fiscal Year 2023-24 Internal Service Fund (ISF) Budget. Any revenue generated from the auction of the retired vehicles will be deposited into the ISF to offset future replacement costs. Funding for the two new (non-replacement) vehicles was included in the operating budget for Dublin Police Services.

The cost of replacement municipal fleet vehicles and electric vehicle charging stations (EVCS) will be covered by the ISF, the Public Works operating budget, and the Climate Action Plan 2030 and Beyond (CAP) Reserve in the General Fund.

DESCRIPTION:

Police Vehicles

Dublin Police Services manages a fleet of 35 police vehicles, comprising 12 unmarked vehicles and 23 marked vehicles, for patrol, crime prevention, and school resource officers. Generally, Staff reviews replacement of these vehicles after three years of service and/or 75,000 miles. On average, Staff budgets for and replaces between four and six police vehicles each year, depending on vehicle condition and funds available in the Internal Service Fund (ISF). Staff plans to replace the following nine vehicles in Fiscal Year 2023-24, which includes four replacements carried over from the prior year:

Replaced Vehicle	Replaced Vehicle VIN	Anticipated Replacement Vehicle
2018 Dodge Charger (marked/patrol)	2C3CDXATXJH238913	Chevy Tahoe PPV
2018 Dodge Charger (marked/patrol)	2C3CDXAT1JH238914	Chevy Tahoe PPV
2018 Dodge Charger (marked/patrol)	2C3CDXAT3JH238915	Chevy Tahoe PPV
2018 Dodge Charger (marked/patrol)	2C3CDXAT5JH238916	Chevy Tahoe PPV
2016 Chevy Tahoe (marked/patrol)	1GNLCDEC7GR235070	Ford Police Interceptor
2018 Dodge Charger (marked/patrol)	2C3CDXAT7JH238917	Ford Police Interceptor
2017 Ford Taurus (Unmarked)	1FAHP2D81GH140206	Chevy Tahoe PPV
2015 Ford Taurus (Unmarked)	1FAHP2D80FG178104	Chevy Tahoe PPV
2017 Ford Taurus (Unmarked)	1FAHP2D8XHG122724	Chevy Tahoe PPV

In addition to the above replacement vehicles, Staff is also planning to purchase two new (non-replacement) Ford Police Interceptor patrol vehicles. Funding for these vehicles was included in the Fiscal Year 2022-23 budget, but due to the limited availability of these types of vehicles, Staff was not able to procure them last fiscal year. The funding was carried into Fiscal Year 2023-24 to be used when more vehicles become available.

Municipal Fleet Vehicles

Public Works manages a fleet of passenger vehicles. Each vehicle has a specific replacement schedule based on vehicle type and service usage. Currently, three fleet vehicles are at or past their replacement schedule: two Ford F150 trucks and one Ford E450 Super Duty van. Additionally, recent staffing increases in Public Works created the need to increase the fleet by one vehicle.

Staff recommends the purchase of four fully electric vehicles (EV). The existing Ford F150 trucks and E450 Super Duty van are internal combustion engine vehicles and can be replaced with three Ford F150 Lightning EV trucks. The new fleet vehicle will be a sports utility EV. These new EVs will augment the existing fleet that includes one compact EV sedan, one plug-in hybrid sedan, one hybrid compact sports utility vehicle, and one van.

Electric vehicle charging stations (EVCS) are necessary to support the four new EVs. The new sports utility EV will be based at the Civic Center and can use the existing EVCS at the library. This vehicle will also be able to use the new EVCS's (two direct current fast charging (DCFC) stations and five Level 2 stations) being installed at Dublin Sports Grounds as part of the Citywide Energy Efficiency and Infrastructure Project. The new EV trucks will be based at the Corporation Yard, which currently does not have EVCS. Staff recommends that level 2 EVCS be installed at the Corp Yard to facilitate vehicle charging.

The City's Climate Action Plan 2030 and Beyond (CAP) lays out a path to reach carbon neutrality by 2045 and includes Measure ML-3, Electrify Municipal Vehicle Fleet and Equipment. The goal of Measure ML-3 is to electrify at least 33% of the municipal fleet by 2030. Electrification of the City's fleet as described in Measure ML-3 has the potential to reduce municipal greenhouse gas emissions by 14% or more by 2030, depending on how quickly the transition to electric vehicles occurs.

To reduce the electricity demand required from the power grid, including the demand from charging electric vehicles, a 200-kilowatt solar panel system at Dublin Sports Grounds and a 136-kilowatt solar panel system at the Public Safety Complex were installed to serve the electric vehicle chargers that will be installed in the coming weeks. A 47-kilowatt solar panel system plus a 100 kilowatt/165-kilowatt-hour battery energy storage system (BESS) was installed at the Corporation Yard and will also offset electricity demand from the power grid. The BESS at the Corp Yard will help reduce energy demand during peak hours (4 pm to 9 pm), reducing charging costs.

Furthermore, Dublin's electricity accounts are all powered with East Bay Community Energy's Renewable 100 electricity, which is 100% greenhouse gas (GHG) emission-free. Therefore, any electricity from the grid that is required to charge the electric vehicles is carbon-free. Replacing three internal combustion engine vehicles with EVs will reduce the City's GHG emissions, incrementally reducing GHG-related environmental and health impacts for Dublin residents and visitors.

Staff Request

Recent purchases of replacement vehicles and equipment have exceeded the City Manager's purchasing authority of $45,000, requiring Staff to seek City Council approval. However, these transactions have been hindered by supply chain shortages and vehicle and equipment availability at various dealerships. By the time Staff obtains City Council approval, the vehicles are often no longer available, requiring Staff to begin the procurement process again. For this reason, Staff is seeking approval from the City Council to delegate purchasing authority to the City Manager for vehicles and equipment over $45,000 in accordance with the planned and budgeted vehicle replacement schedule for the remainder of the fiscal year.

Staff is requesting that the City Council authorize the disposal of any replaced vehicles by transferring them to a professional auction company for sale. Any revenue generated from the auction of the retired vehicles will be deposited into the fund to offset future replacement costs.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Delegating Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-24

RESOLUTION NO. xx - 23
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN

DELEGATING AUTHORITY TO THE CITY MANAGER TO PURCHASE POLICE VEHICLES, MUNICIPAL FLEET VEHICLES, AND ELECTRIC VEHICLE CHARGING STATIONS EXCEEDING $45,000 FOR FISCAL YEAR 2023-24

WHEREAS, Dublin Police Services manages a fleet of 35 police vehicles, including 12 unmarked vehicles, and 23 marked vehicles for patrol, crime prevention, and school resource officers; and

WHEREAS, to ensure reliability and to minimize repair expenses, the City reviews police vehicles after three years of service and/or 75,000 miles for replacement with the most appropriate vehicles to maintain Dublin Police Services operations; and

WHEREAS, Public Works manages the municipal passenger vehicle fleet and the electric vehicle charging stations located on City properties; and

WHEREAS, the City reviews municipal fleet vehicles for replacement based upon each vehicles specific replacement schedule; and

WHEREAS, due to increased costs, it is expected the procurement of new and replacement vehicles, and the purchase and installation of electric vehicle charging stations, will likely exceed the City Manager's purchasing limit of $45,000; and

WHEREAS, due to supply chain shortages and reduced vehicle and equipment availability at various dealerships, the purchasing process has become time sensitive; and

WHEREAS, with the City Council's delegation of authority to the City Manager to make vehicle purchases over $45,000, Staff will be able to work with dealerships to quickly purchase the appropriate vehicles as they are available; and

WHEREAS, such purchases will be made in accordance with the vehicle replacement schedule and the availability of funds in the Internal Service Fund budget, the Public Works Operating budget, and the General Fund Reserve for the Climate Action Plan 2030 and Beyond (CAP); and

WHEREAS, the City Council adopted the CAP on August 18, 2020, and said CAP includes Municipal Leadership Measure ML-3: Electrify Municipal Vehicle Fleet and Equipment; and

WHEREAS, the Key Target Metrics of CAP Measure ML-3 include electrification of 33% of municipal vehicle fleet and maintenance equipment by 2030.

NOW, THEREFORE, BE IT RESOLVED that City Council approves delegation of purchasing authority for police vehicles, municipal fleet vehicles, and the purchase and

installation of electric vehicle charging stations over $45,000 to the City Manager in Fiscal Year 2023-24.

BE IT FURTHER RESOLVED that upon placing the new vehicles in service, the replaced vehicles are declared surplus property and the City Manager or designee shall be authorized to arrange for the auction of replaced vehicles in accordance with state and local laws and regulations.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

September 5, 2023

SB 343

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

The attached documents were received in the City Clerk's office after distribution of the September 5, 2023, Regular City Council meeting agenda packet.

Item 4.2

CITY MANAGER'S OFFICE MEMORANDUM

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Item 4.2 Delegation of Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-2024

The September 5, 2023, City Council Meeting includes an item authorizing the delegation of authority to the City Manager to purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations exceeding $45,000 for Fiscal Year 2023-2024, which includes a replacement list of police vehicles.

After the agenda was posted, Staff identified an error in the Police replacement vehicle table. The Ford Taurus vehicles are being replaced by Chevrolet Malibus and not Chevy Tahoe PPVs. Therefore, an updated table is included in this memo, removing the Chevy Tahoe PPVs and replacing them with Chevrolet Malibus. A redlined version of the Staff Report is attached hereto, updating the anticipated replacement vehicles from the Chevy Tahoe PPVs to Chevrolet Malibus.

DUBLIN
CALIFORNIA
THE NEW AMERICAN BACKYARD

CITY MANAGER'S OFFICE MEMORANDUM

Replaced Vehicle	Replaced Vehicle VIN	Anticipated Replacement Vehicle
2018 Dodge Charger (marked/patrol)	2C3CDXATXJH238913	Chevy Tahoe PPV
2018 Dodge Charger (marked/patrol)	2C3CDXAT1JH238914	Chevy Tahoe PPV
2018 Dodge Charger (marked/patrol)	2C3CDXAT3JH238915	Chevy Tahoe PPV
2018 Dodge Charger (marked/patrol)	2C3CDXAT5JH238916	Chevy Tahoe PPV
2016 Chevy Tahoe (marked/patrol)	1GNLCDEC7GR235070	Ford Police Interceptor
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2017 Ford Taurus (unmarked)	1FAHP2D81GH140206	Chevrolet Malibu
2015 Ford Taurus (unmarked)	1FAHP2D80FG178104	Chevrolet Malibu
2017 Ford Taurus (unmarked)	1FAHP2D8XHG122724	Chevrolet Malibu

Agenda Item 4.2

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **September 5, 2023**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Delegation of Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-2024
Prepared by: Raelyn Miranda, Administrative Aide and Debbie Bell, Public Works Manager

EXECUTIVE SUMMARY:

The City Council will consider delegating purchasing authority of police vehicles, municipal fleet vehicles, and electric vehicle charging stations exceeding $45,000 to the City Manager for the remainder of Fiscal Year 2023-24.

STAFF RECOMMENDATION:

Adopt the **Resolution** Delegating Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-24.

FINANCIAL IMPACT:

The cost of replacement police vehicles will be covered by the Fiscal Year 2023-24 Internal Service Fund (ISF) Budget. Any revenue generated from the auction of the retired vehicles will be deposited into the ISF to offset future replacement costs. Funding for the two new (non-replacement) vehicles was included in the operating budget for Dublin Police Services.

The cost of replacement municipal fleet vehicles and electric vehicle charging stations (EVCS) will be covered by the ISF, the Public Works operating budget, and the Climate Action Plan 2030 and Beyond (CAP) Reserve in the General Fund.

DESCRIPTION:

Police Vehicles

Dublin Police Services manages a fleet of 35 police vehicles, comprising 12 unmarked vehicles and 23 marked vehicles, for patrol, crime prevention, and school resource officers. Generally, Staff reviews replacement of these vehicles after three years of service and/or 75,000 miles. On average, Staff budgets for and replaces between four and six police vehicles each year, depending on vehicle condition and funds available in the Internal Service Fund (ISF). Staff plans to replace the following nine vehicles in Fiscal Year 2023-24, which includes four replacements carried over from the prior year:

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2018 Dodge Charger (marked/patrol)	2C3CDXAT3JH238915	Chevy Tahoe PPV
2018 Dodge Charger (marked/patrol)	2C3CDXAT5JH238916	Chevy Tahoe PPV
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2018 Dodge Charger (marked/patrol)	2C3CDXAT7JH238917	Ford Police Interceptor
2017 Ford Taurus (Unmarked)	1FAHP2D81GH140206	~~Chevy Tahoe PPV~~ Chevrolet Malibu
2015 Ford Taurus (Unmarked)	1FAHP2D80FG178104	~~Chevy Tahoe PPV~~ Chevrolet Malibu
2017 Ford Taurus (Unmarked)	1FAHP2D8XHG122724	~~Chevy Tahoe PPV~~ Chevrolet Malibu

In addition to the above replacement vehicles, Staff is also planning to purchase two new (non-replacement) Ford Police Interceptor patrol vehicles. Funding for these vehicles was included in the Fiscal Year 2022-23 budget, but due to the limited availability of these types of vehicles, Staff was not able to procure them last fiscal year. The funding was carried into Fiscal Year 2023-24 to be used when more vehicles become available.

Municipal Fleet Vehicles

Public Works manages a fleet of passenger vehicles. Each vehicle has a specific replacement schedule based on vehicle type and service usage. Currently, three fleet vehicles are at or past their replacement schedule: two Ford F150 trucks and one Ford E450 Super Duty van. Additionally, recent staffing increases in Public Works created the need to increase the fleet by one vehicle.

Staff recommends the purchase of four fully electric vehicles (EV). The existing Ford F150 trucks and E450 Super Duty van are internal combustion engine vehicles and can be replaced with three Ford F150 Lightning EV trucks. The new fleet vehicle will be a sports utility EV. These new EVs will augment the existing fleet that includes one compact EV sedan, one plug-in hybrid sedan, one hybrid compact sports utility vehicle, and one van.

Electric vehicle charging stations (EVCS) are necessary to support the four new EVs. The new sports utility EV will be based at the Civic Center and can use the existing EVCS at the library. This vehicle will also be able to use the new EVCS's (two direct current fast charging (DCFC) stations and five Level 2 stations) being installed at Dublin Sports Grounds as part of the Citywide Energy Efficiency and Infrastructure Project. The new EV trucks will be based at the Corporation Yard, which currently does not have EVCS. Staff recommends that level 2 EVCS be installed at the Corp Yard to facilitate vehicle charging.

The City's Climate Action Plan 2030 and Beyond (CAP) lays out a path to reach carbon neutrality by 2045 and includes Measure ML-3, Electrify Municipal Vehicle Fleet and Equipment. The goal of Measure ML-3 is to electrify at least 33% of the municipal fleet by 2030. Electrification of the City's fleet as described in Measure ML-3 has the potential to reduce municipal greenhouse gas emissions by 14% or more by 2030, depending on how quickly the transition to electric vehicles occurs.

To reduce the electricity demand required from the power grid, including the demand from charging electric vehicles, a 200-kilowatt solar panel system at Dublin Sports Grounds and a 136-kilowatt solar panel system at the Public Safety Complex were installed to serve the electric vehicle chargers that will be installed in the coming weeks. A 47-kilowatt solar panel system plus a 100 kilowatt/165-kilowatt-hour battery energy storage system (BESS) was installed at the Corporation Yard and will also offset electricity demand from the power grid. The BESS at the Corp Yard will help reduce energy demand during peak hours (4 pm to 9 pm), reducing charging costs.

Furthermore, Dublin's electricity accounts are all powered with East Bay Community Energy's Renewable 100 electricity, which is 100% greenhouse gas (GHG) emission-free. Therefore, any electricity from the grid that is required to charge the electric vehicles is carbon-free. Replacing three internal combustion engine vehicles with EVs will reduce the City's GHG

emissions, incrementally reducing GHG-related environmental and health impacts for Dublin residents and visitors.

Staff Request

Recent purchases of replacement vehicles and equipment have exceeded the City Manager's purchasing authority of $45,000, requiring Staff to seek City Council approval. However, these transactions have been hindered by supply chain shortages and vehicle and equipment availability at various dealerships. By the time Staff obtains City Council approval, the vehicles are often no longer available, requiring Staff to begin the procurement process again. For this reason, Staff is seeking approval from the City Council to delegate purchasing authority to the City Manager for vehicles and equipment over $45,000 in accordance with the planned and budgeted vehicle replacement schedule for the remainder of the fiscal year.

Staff is requesting that the City Council authorize the disposal of any replaced vehicles by transferring them to a professional auction company for sale. Any revenue generated from the auction of the retired vehicles will be deposited into the fund to offset future replacement costs.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Delegating Authority to the City Manager to Purchase Police Vehicles, Municipal Fleet Vehicles, and Electric Vehicle Charging Stations Exceeding $45,000 for Fiscal Year 2023-24

Agenda Item 4.3

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Second Reading of an Ordinance Amending Section 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code
Prepared by: Felicia Escover, Special Projects Manager

EXECUTIVE SUMMARY:

The City Council will consider adopting an Ordinance amending Chapter 4.20 of the Dublin Municipal Code to reflect new requirements for Massage Establishments operating within the City and to update the Code for clarity and enhanced public safety. The City Council waived the first reading and introduced the Ordinance on August 15, 2023, and is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the Ordinance Amending Chapter 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On August 15, 2023, the City Council waived the reading and introduced an ordinance (Attachment 1) to amend Chapter 4.20 of the Dublin Municipal Code.

The proposed changes to Dublin Municipal Code 4.20 aim to achieve several intended outcomes, including preventing illicit sexual activities, supporting survivors of human trafficking, and ensuring alignment with California Massage Therapy Council standards and other local government agencies for improved regulation and public safety. Furthermore, these updates intend to support legitimate business owners and practitioners, prevent illicit massage businesses from entering the City, and provide the public with access to healthy and safe massage services while ensuring practitioners are properly trained and certified.

On July 12, 2023, City staff sent a letter to all active massage establishments in Dublin, providing them with information about the proposed changes. The letter included the objectives behind the proposed changes, a summary of the proposed updates, and the date on which the City Council would be considering the item. City staff subsequently sent an email and hard copy notice via mail on August 10, 2023 providing massage establishments with the City Council meeting time, date, location, and link to the agenda containing the proposed changes the City Council was set to consider at the August 15, 2023 regular meeting. As of the time of this staff report, Staff had not received any comments from any of the establishments.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Safe and Accessible Community
Objective E: Support existing and innovative public safety efforts

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted and courtesy notices were mailed to active massage establishments notifying them of the proposed changes on July 12, 2023 and August 10, 2023.

ATTACHMENTS:

1) Ordinance Amending Chapter 4.20 (Massage Establishments and Massage Services) of the Dublin Municipal Code
2) Exhibit A to the Ordinance – Chapter 4.20 (Massage Establishments and Massage Services) – Clean Version

ORDINANCE NO. XX – 23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 4.20 (MASSAGE ESTABLISHMENTS AND MASSAGE SERVICES) OF THE DUBLIN MUNICIPAL CODE

WHEREAS, City Staff and Dublin Police Services have worked collaboratively to identify updates to the Dublin Municipal Code Section 4.20 (Massage Establishments and Massage Services) that will create safer massage establishments in the city; and

WHEREAS, the original ordinance was introduced in 1987 and was last updated in 2015 to incorporate new standards such as recognizing the State's new definition of "certified massage practitioner" pursuant to Section 10.5 (Section 4600 et seq.) of the California Business Professions Code; and

WHEREAS, the California Massage Therapy Council (CAMTC), a non-profit responsible for overseeing a state-sanctioned program of certification for massage therapy practitioners, has been working with local government agencies to review local massage establishment ordinances and recommend updates to a city's municipal code that will help deter human trafficking; and

WHEREAS, the proposed changes to Dublin Municipal Code 4.20 aim to achieve several intended outcomes, including preventing illicit sexual activities, supporting survivors of human trafficking, and ensuring alignment with CAMTC standards and other local government agencies for improved regulation and public safety; and

WHEREAS, these updates further intend to support legitimate business owners and practitioners, prevent illicit massage businesses from entering the City, and provide the public with access to healthy and safe massage services while ensuring practitioners are properly trained and certified; and

WHEREAS, the City has worked with CAMTC to review the current code and has developed proposed updates to various sections of Chapter 4.20 to promote clarity and public safety; and

WHEREAS, the proposed updates to Chapter 4.20 are aligned with the City of Dublin's Strategic Plan Initiative to support existing public safety efforts.

NOW, THEREFORE, the City Council of the City of Dublin does ordain the changes attached hereto as **Exhibit A**.

Section 2. Effective Date. This Ordinance shall take effect and be enforced 30 days following its final adoption.

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

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 4.20

MASSAGE ESTABLISHMENTS AND MASSAGE SERVICES

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Article I. General Provisions

4.20.010 Definitions.

Unless the provision or context otherwise requires, the definitions contained herein shall govern the construction of this chapter.

“Applicant” means any person who applies for a permit as required by this chapter.

“California Massage Therapy Council” or “CAMTC” means the massage therapy organization created pursuant to Section 4600.5 of the California Business and Professions Code and further defined in Section 4600 of that code.

"Certified massage therapist" means a massage therapist certified by the CAMTC as a certified massage practitioner or as a certified massage therapist pursuant to Section 4601(b) or 4601(c) of the California Business and Professions Code.

"City massage establishment permit" means a permit issued to a massage establishment by the Permit Administrator in accordance with this chapter.

"Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

"Employee" means any person, other than a massage therapist, who renders any service to the permittee, who receives compensation directly from the permittee, and who has no physical contact with the customers and clients.

"Fully clothed" means clothes are worn in such a manner that an individual's genitals, buttocks, and chest is not exposed and all outer garments are of a fully opaque, nontransparent material and provide complete covering from at least the mid-thigh to two (2) inches below the collarbone. The midriff may not be exposed.

"Massage" means any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance, with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment or other similar preparation commonly used in this practice.

"Massage establishment" means any establishment having a fixed place of business where any person engages in or carries on or permits to be engaged in or carried on any of the activities described in the definition of "massage" set out in this section.

"Massage therapist" means any person who, for any consideration whatsoever, engages in the practice of massage as herein defined.

"Operator" or "massage establishment operator" means any person who is an owner or manager of a massage establishment.

"Outcall massage service" means engaging in or carrying on the practice of massage, not at a fixed location licensed such as a massage establishment, but at a location designated by the permittee, massage therapist, customer or client.

"Owner" or "massage establishment owner" means any of the following persons:

(1) The sole proprietor of a sole proprietorship operating a massage establishment.

(2) Any general partner of a general or limited partnership that owns a massage establishment.

(3) Any person who has a ten percent or greater ownership interest in a corporation that owns a massage establishment.

(4) Any person who is a member of a limited liability company that owns a massage establishment.

(5) All owners of any other type of business association that owns a massage establishment.

"Patron" means an individual on the premises of a massage establishment for the purpose of receiving massage therapy.

"Permit Administrator" means the Chief of Police or his/her designee.

"Permittee" means any person operating or maintaining a massage establishment. (Ord. 4-15 § 4 (part))

"School of Massage" means any school or institution of learning that is recognized as an approved school pursuant to Business and Professions Code Division 2.

"Visitor" means any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services, but excluding law enforcement personnel or governmental officials performing governmental business.

4.20.020 Exemptions.

This chapter shall not apply to the following classes of individuals while engaged in the performance of the duties of their respective professions:

A. Physicians, surgeons, chiropractors, osteopaths, podiatrists, physical therapists, nurses, or any other person licensed to practice any healing art under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code when engaging in such practice within the scope of his or her license.

B. Trainers of any amateur, semi-professional, or professional athlete or athletic team, so long as such persons do not practice massage as their primary occupation at any location where they provide such services in the city.

C. Barbers, estheticians and cosmetologists who are duly licensed under the laws of the state of California, while engaging in practices within the scope of their licenses.

D. Individuals in the city temporarily for educational events.

E. Individuals administering massages or health treatments involving massage to persons participating in road races, track meets, triathlons, educational events, conferences or similar single-occurrence athletic, recreational, or educational events.

(Ord. 4-15 § 4 (part))

4.20.030 Owner responsibility.

For the purpose of enforcing the requirements of this chapter, the massage establishment owner shall be responsible for the conduct of all massage establishment employees, agents, independent contractors, or other representatives while such persons are providing services on behalf of the massage establishment. Pursuant to California Business and Professions Code 4607, the Permit Administrator may discipline an owner or operator of a massage business or establishment ,or an applicant for certification, pursuant to this chapter for the conduct of all individuals providing massage for compensation on the business premises.

4.20.040 Violations a misdemeanor and a nuisance.

Any massage provided or massage establishment operated, conducted, or maintained contrary to the provisions of this chapter shall be, and the same is hereby declared to be, a misdemeanor and a public nuisance, and the City Attorney may, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinment thereof, in the manner provided by law. Such remedies shall be in addition to any other judicial and administrative penalties and remedies available to the city under this code or state or federal law. (Ord. 4-15 § 4 (part)) Upon determination by the certification officer or any other city enforcement officer that a violation of this chapter has taken place, the officer is authorized to issue an administrative citation that may result in administrative fines in accordance with Chapter 1.06.

4.20.041 Violations – Renewal and citation compliance.

In addition to any other remedy available to the city under applicable law, a massage establishment permit may not be renewed or amended unless and until all due and unpaid citations issued pursuant to this chapter are paid in full, and all outstanding violations have been corrected.

4.20.045 Violations – Moratorium.

A. In addition to any other remedy available to the city under applicable law, a massage establishment permit may be suspended or revoked as provided in Section 4.20.110. Upon issuance of a final order by the Permit Administrator to revoke the massage permit, the massage establishment shall immediately cease operation, and, if so, ordered by the hearing officer, no other massage establishment shall be permitted to operate at that location by any person for a period of not less than three years ("the moratorium period"). If the

operator is not also the legal owner of the real property on which the massage establishment is situated, notice of such revocation and the three-year moratorium period shall be provided by the permit authority to the owner of record of the property as shown on the latest county assessment roll.

B. Notwithstanding any other provision of this chapter, where a Notice of Revocation or Suspension has been issued to the operator of a massage establishment pursuant to Section 4.20.110 of this chapter, the Permit Administrator shall not process or grant an application for a massage establishment permit for a new massage establishment at the same premises unless and until such Notice of Revocation or Suspension is dismissed; or a final determination is made pursuant to that section that the current operator's massage establishment permit is not or should not be revoked; or any moratorium period imposed pursuant to this chapter has expired.

Article II. Massage Establishments

4.20.050 Permit—Required.

A. No establishment shall offer massage services without having first obtained a city business license and city massage establishment permit in accordance with the provisions of this chapter.

B. A separate city massage establishment permit must be obtained for each branch location where massage services are carried out.

C. The massage establishment permit shall be renewed every two (2) years. (Ord. 4-15 § 4 (part))

4.20.060 Application procedure and requirements.

An application for a massage establishment permit shall be submitted to the Permit Administrator on forms provided by the Permit Administrator. Such forms shall require submission of the following information:

A. The proposed name, address, and telephone number of the massage establishment.

B. The name and street address and telephone number of the owner(s) on which the massage establishment is operated. In the event the applicant is not the legal owner of the property on which the massage establishment is located, the application shall be accompanied by a copy of the lease and an acknowledgement from the owner of the property that a massage establishment is located on the property;

C. The exact nature of the massage to be administered;

D. The massage establishment's hours of operation;

E. A detailed diagram showing the interior floor plan and configuration of the premises;

F. The name of each individual who the massage establishment employs or retains to perform massage therapy for compensation;

   a. For each individual who the massage establishment does or will employ or retain to perform massage therapy for compensation, a copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC-issued identification card.

G. The name of each individual who is regularly employed or retained by the massage establishment to perform services on the premises other than massage therapy, and the nature of their services.

H. For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the CAMTC as a certified massage practitioner or as a certified massage therapist and a copy of his or her current CAMTC-issued identification card and:

   a. All disciplinary action against, suspension, denial, or revocation of a permit or certificate to practice massage, including the agency, date, and reason associated with the action.

I. For each owner of the massage establishment, the following information:

a. The business, occupation, employment, and residency history of each owner of the massage establishment for five years preceding the date of application, and the inclusive dates of same;

b. Height, weight, color of eyes and hair;

c. Written proof that the owner(s) is at least eighteen (18) years of age;

d. Driver's license number of the owner, including a copy of a driver's license or other state issued identification card;

e. Two current (2) color portrait photographs of the applicant at least two (2) inches by two (2) inches;

f. The massage or similar business license history of the owner; whether such person, in previously operating in this or another city, county or state under license, has had such license revoked or suspended, the reason therefor, and the business activity or occupation subsequent to such action of suspension or revocation;

g. All criminal convictions except minor traffic violations and any criminal charges pending against the applicant at the time of submission of the application, other than misdemeanor traffic citations, including the name and address of the court in which the charge is pending and any applicable case numbers;

h. A statement whether the owner has failed to pay any judgment arising from or connected with the activities that would be authorized by the permit;

J. Proof of an unexpired business license or proof of current application for business license in the city;

K. Fingerprints of the owner (this is waived for CAMTC-certified owners per Government Code Section 51034 (c));

L. Such other identification and information as deemed necessary by the Permit Administrator; and

M. All massage establishments must demonstrate practitioner's liability insurance coverage in the amount of a minimum of two million dollars ($2,000,000) per event at all times when performing massage activities. The coverage must be held in the name of the massage establishment or each massage therapist authorized to perform massage. (Ord. 4-15 § 4 (part))

4.20.065 Amendments to permit.

A. Whenever the information provided in the application for a massage establishment on file with the city changes, the operator shall file an application, provided by the Permit Administrator or his or her designee, to amend the permit to reflect such change within three business days of occurrence. The application shall be accompanied by the fee established by the city's fee schedule.

B. An amendment shall not be used to change the location or owners of a massage establishment. Instead, a new permit application is required.

C. A denial of an application to amend a massage establishment permit may be appealed in the same manner as a denial of an application for a permit under Section 4.20.140.

4.20.070 City massage establishment permit fee required.

No city massage establishment permit shall be issued hereunder until the appropriate fee has been paid. The fee for a city massage establishment shall be as established by the City Council by resolution. (Ord. 4-15 § 4 (part))

4.20.080 Permit—Issuance or denial.

The Permit Administrator shall, within thirty (30) days after receipt of an application complying with all the provisions of this chapter, issue a permit or deliver to the applicant, personally or by mail, written notice of denial of the permit, setting forth the reason or reasons therefor, in accordance with the provisions of Section 4.20.090. (Ord. 4-15 § 4 (part))

4.20.090 Permit—Grounds for denial.

The Permit Administrator shall deny the permit if he/she finds:

A. That any information contained in or submitted with the application is not true, contains material misrepresentations, or if relevant or material information is omitted from the application; or

B. That the operation as proposed by the applicant would not comply with any provision of this chapter or any other ordinance or regulation of the city or any statute or regulation of the state of California; or

C. That any person who would be directly engaged in the management and operation of the massage establishment has been convicted of any of the following offenses, found in violation of any of the following codes, or convicted of an offense outside of the state of California that would have constituted any of the following offenses if committed within the state of California:

1. An offense involving the use of force and violence upon the person of another that amounts to a felony.

2. An offense involving sexual misconduct or an offense involving conduct which requires registration under California Penal Code Section 290.

3. An offense as defined in California Penal Code Section 266I, 315, 316, 318, 647(b) or 653.23.

4. An offense involving theft or fraud related offenses.

5. A conviction under California Penal Code Section 11225 -11235 (Red Light Abatement Law)

6. A conviction of a crime designated in California Government Code Section 51032(b).

7. A conviction of any other state or federal offense involving dishonesty, fraud, deceit, violence or moral turpitude or conspiracy to commit any of the offenses designated above.

8. Any offense involving the violation of California Health and Safety Code Sections 11570-11587 (Controlled Substance Abatement).

9. Any violation of California Civil Code Sections 3479 and 3480 (Public Nuisance).

Convictions that have been expunged shall also be reported.

D. That, for any other reason, the operation as proposed would be detrimental to the public peace, health, safety, morals or welfare or to neighboring property; or

E. That the proposed name of the business for the establishment suggests that the establishment will offer or practice any service or activities proscribed under the provisions of this chapter. (Ord. 4-15 § 4 (part))

F. The proposed business has had a massage establishment revoked or suspension in the past three years pursuant to Section 4.20.045.

4.20.100 Permit—Display requirements.

Every massage establishment permit issued pursuant to the provisions of this chapter shall at all times be displayed in a conspicuous place within the massage establishment. (Ord. 4-15 § 4 (part))

4.20.110 Revocation or suspension—Reasons.

Any city massage establishment permit issued pursuant to this chapter may be suspended or revoked by the Permit Administrator after a hearing, where it is found by clear and convincing evidence that any of the following have occurred:

A. Finding of Violation. The person(s) to whom the city massage establishment permit has been issued, or any person employed or retained by the massage establishment, has been found to have violated any provision of this chapter; or California Business and Professional Code Section 4609; or

B. Prohibited Conduct. The permittee, or any person employed or retained by the massage establishment, has been convicted in a court of competent jurisdiction of having violated, or has engaged in conduct constituting a violation of, any of the following: California Penal Code Section 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, or 647(b), or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the state of California that is the equivalent of any of the aforesaid offenses; or

C. Registration under Penal Code Section 290. The permittee or any person employed or retained by the massage establishment is required to register under Section 290 of the California Penal Code as a result of conduct while working in or for the massage establishment; or

D. Nuisance Injunction. The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the state of California; or

E. Fraud or Misrepresentation. The permittee or any employee has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment; or

F. Operation during Suspension. The permittee has continued to operate the massage establishment after the city massage establishment permit or establishment registration certificate has been suspended; or

G. Massage without Certification. Massage has been performed on the premises, with or without the permittee's actual knowledge, by any person who is not a duly authorized certified massage therapist; or

H. Prohibited Acts. There have been one (1) or more acts prohibited under California Penal Code Section 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, or 647(b) taking place on the premises, whether or not any criminal prosecution has been pursued or conviction obtained for such acts, and whether or not they occurred with or without the actual knowledge of the permittee; or

I. Sexual Touching. The permittee or any person employed or retained by the massage establishment or any other person on the premises of the massage establishment has engaged in conduct or committed acts that a reasonable person in a patron's position would understand as an offer to perform on or engage in with the patron acts that are sexual in nature or that involve touching of the patron's genitals, pubic area, anus, or areola; or

J. Negligent Supervision. The permittee failed to provide adequate supervision of the massage establishment, resulting in a pattern of at least three (3) violations of this code or state or federal law; or(Ord. 4-15 § 4 (part))

K. Labor Violations. The owner or operator failed to comply with a final court order or administrative action of an investigatory agency finding a violation of applicable federal, state and local wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local minimum wage ordinance or prevailing wage requirements. For purposes of this subsection, a final court order or administrative action is one as to which there is no pending appeal and the time for filing an appeal has passed.

4.20.120 Revocation or suspension of city massage establishment permit—Hearing procedure.

A. Written Notice Required. The Permit Administrator, before revoking or suspending any establishment registration certificate, shall conduct a hearing to determine whether the permit or certificate shall be revoked or suspended. The permittee shall be notified of the date of the hearing, and the hearing date shall be no sooner than ten (10) business days from the date of the written notice. The written notice shall be provided in the following manner:

1. Service of Notice and Order. All notices shall be posted on the property and also served upon the record owner and any tenant. A copy of the notice shall also be served on each of the following if known to the Permit Administrator or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance; the owner or holder of any lease; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the Permit Administrator to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served to relieve any such person from any duty or obligation imposed by the provisions of this section.

2. Method of Service. Service shall be made upon all persons entitled thereto either personally or by mailing a copy by first class U.S. mail to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the Permit Administrator. If no address of any such person appears or is known to the Permit Administrator, then a copy shall be mailed to the address of the parcel of land involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service shall be effective on the date of the mailing.

3. Proof of Service. At the time of service, each person affecting service shall complete a written declaration under penalty of perjury, which declares the time, date and manner in which service was made. The declaration shall be affixed to the copy of the notice and order retained by the Permit Administrator.

B. Hearing. The Permit Administrator may establish reasonable rules and procedures for the conduct of the hearing, provided that such rules satisfy the permittee's due process rights under the United States and California Constitutions, and such rules need not provide the permittee an opportunity to appear before the Permit Administrator or require an in-person hearing. At the hearing, the Permit Administrator shall consider all evidence submitted. The hearing may, after being commenced within the time specified pursuant to subsection A of this section, be continued for good cause by the Permit Administrator from time to time. The Permit Administrator shall, at the conclusion of the hearing, make findings of fact based upon the evidence submitted and shall decide whether or not the permit or certificate shall be revoked or suspended.

C. Notice of Decision. The Permit Administrator's written notice of decision shall be served on the permittee, within thirty (30) business days of the conclusion of the hearing, in the manner provided in subsection (A)(2) of this section, and, in the case of a revocation or suspension, such notice of decision shall indicate the appeal procedures as set forth hereinafter. (Ord. 4-15 § 4 (part))

4.20.125 Denial, suspension and revocation of registration certificates.

No reapplication will be accepted within three years after a certificate is revoked.

4.20.130 Permit nontransferable.

No permit issued pursuant to the provisions of this chapter is transferable to any other person or location. (Ord. 4-15 § 4 (part))

4.20.140 Appeal procedure.

An applicant or permittee may appeal any written action or determination of the Permit Administrator under the provisions of this chapter to the City Manager pursuant to the provisions of Section 1.04.050. The effect of revocation of a permit shall be suspended by the filing of a notice of appeal until the determination of the appeal by the City Manager. (Ord. 4-15 § 4 (part))

4.20.150 Requirements—Massage establishments.

A. Operational Requirements. Except as otherwise specifically provided in this chapter, the following operational requirements shall be applicable to all massage establishments located within the city:

1. No massage establishment shall be open for business between the hours of ten p.m. (10:00 p.m.) of one (1) day and seven a.m. (7:00 a.m.) of the following day. Massage begun any time before ten p.m. (10:00 p.m.) must nevertheless terminate at ten p.m. (10:00 p.m.). The hours of operation shall be displayed in a conspicuous public place in the reception area and in any front window clearly visible from outside of the massage establishment.

2. Patrons and visitors shall be permitted in the massage establishment only during the hours of operation.

3. Except for a patron who is inside a room for the purpose of receiving a massage, no patrons or visitors shall be permitted in or on the massage establishment premises at any time unless they are fully clothed in garments of nontransparent material.

4. During the hours of operation, visitors shall not be permitted in massage rooms except as follows: (a) the parents or guardian of a patron who is a minor child may be present in the room with that minor child; (b) the minor child of a patron may be present in the room with the patron when necessary for the supervision of the child; and (c) the conservator, aid, or other caretaker of a patron who is elderly or disabled may be present in the room with that elderly or disabled person.

5. During the hours of operation, patrons shall be permitted in massage rooms only if at least one (1) duly authorized certified massage therapist is present on the premises of the massage establishment.

6. A list of services available and the cost of such services shall be posted in an open and conspicuous public place on the premises. The services shall be described in English and may also be described in such other languages as may be convenient. No person employed or retained by the massage establishment shall offer to perform any services or fees other than those posted.

7. For all employees employed or retained by the massage establishment who provide massage, the following document shall be available to city staff upon inspection pursuant to Section 4.20.200: a valid certificate from the CAMTC.

8. The massage establishment shall keep on the premises a complete and current roster of all owners, operators, and managing employees of the massage establishment and all massage professionals and other persons employed or retained by the massage establishment. The roster shall include the name, residence address, and phone number of each individual. The roster shall be available for inspection by city officials charged with the enforcement of this chapter.B. Physical Facility and Building and Fire Code Requirements. Except as otherwise specifically provided in this chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the city:

1. Front Door and Reception Area. One (1) front door shall be provided for patron entry, which shall open to an interior patron reception and waiting area immediately inside the front door. All patrons and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the front door.

2. Visibility. No massage establishment located in a building or structure with exterior windows fronting a public street, highway, walkway, or parking area shall block visibility into the interior reception and waiting area through the use of curtains, open or closed blinds, tints, or any other material that obstructs, blurs, or unreasonably darkens the view into the premises.

3. Locks. All interior doors, including rooms or cubicles in which massage occurs, but excluding individual dressing rooms and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures, or accordion-pleated closures in lieu of doors are acceptable on all inner rooms or cubicles.

4. Lighting. Minimum lighting equivalent to at least one (1) forty (40) watt light shall be provided in each room or cubicle in which massage is provided.

5. Tables, Mats, and Beds. A massage table shall be used for all massage, with the exception of “Thai,” “Shiatsu,” and similar forms of therapy, which may be provided on a padded mat on the floor, provided the patron is fully attired in loose clothing, pajamas, scrubs, or similar style of garment. Massage tables shall have a minimum height of eighteen (18) inches. Beds, floor mattresses, and waterbeds are not permitted on the premises of the massage establishment, and no massage establishment shall be used for residential or sleeping purposes.

6. Lockers. All locker facilities that are provided for the use of patrons shall be fully secured for the protection of the patrons' valuables, and each patron shall be given control of the key or other means of access.

7. Building and Fire Codes. The massage establishment shall comply with all applicable state and local building standards (as adopted in Title 7) and the fire code (as adopted in Title 5).

C. Health and Safety Requirements. Except as otherwise specifically provided in this chapter, the following health and safety requirements shall be applicable to all massage establishments located within the city:

1. Towels and Linens. The massage establishment shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens, and all massage tables shall be covered with a clean sheet or other clean covering for each patron. After a towel, covering, or linen has been used once, it shall be deposited in a closed receptacle and not used again until properly laundered and sanitized. Towels, coverings, and linens shall be laundered either by regular commercial laundering, or by a noncommercial laundering process that includes immersion in water at least one hundred forty (140) degrees Fahrenheit for not less than fifteen (15) minutes during the washing or rinsing operation. Clean towels, coverings, and linens shall be stored in closed, clean cabinets when not in use.

2. Cleaning and Disinfecting. All rooms or cubicles, wet and dry heat rooms, toilet rooms, shower compartments, hot tubs, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each business day when the premises are open and such facilities are in use. All bathtubs shall be thoroughly cleaned and disinfected after each use.

3. Liquids, Creams, and Powders. All liquids, creams, or other preparations used on or made available to patrons shall be kept in clean and closed containers. Powders may be kept in clean shakers. All bottles and containers shall be distinctly and correctly labeled to disclose their contents. When only a portion of a liquid, cream, or other preparation is to be used on or made available to a patron, it shall be removed from the container in such a way as not to contaminate the remaining portion.

4. Invasive Procedures. No invasive procedures shall be performed on any patron. Invasive procedures include, but are not limited to: (a) application of electricity that contracts the muscle; (b) penetration of the skin by metal needles; (c) abrasion of the skin below the nonliving, epidermal layers; (d) removal of skin by means of any razor-edged instrument or other device or tool; (e) use of any needle-like instrument for the purpose of extracting skin blemishes; and (f) other similar procedures.

5. Garments Provided to Patrons. All bathrobes, bathing suits, and/or other garments that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be laundered after each use pursuant to subsection (C)(1) of this section.

6. Combs and Brushes. All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of patrons shall be either fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

7. Footwear. No patrons shall be allowed to use any shower facilities of the massage establishment unless such patrons are wearing slip-resistant sandals or flip-flops while in the shower compartment. All footwear such as sandals or flip-flops that are provided for the use of patrons either shall be fully disposable and not used by more than one (1) patron, or shall be fully disinfected after each use.

8. Draping and Contact with Genitals. The patron's genitals, pubic area, anus, and female patron's breasts below a point immediately above the top of the areola must be fully draped at all times while any employee of the massage establishment is in the massage therapy room or cubicle with the patron. No massage shall be provided to a patron that results in intentional contact, or occasional and repetitive contact, with the genitals, anus, or areola of a patron.

9. Alcohol. No alcoholic beverages shall be sold, served, or furnished to any patron; nor shall any alcoholic beverages be kept or possessed on the premises of a massage establishment.

D. Attire and Hygiene. The following attire and physical hygiene requirements shall be applicable to all employees, and any other persons who work permanently or temporarily on the premises of a massage establishment within the city, including, but not limited to, all persons who are employed or retained to practice massage:

1. Garments. All persons shall wear clean and sanitary outer garments at all times. All outer garments shall be of a fully opaque, nontransparent material and provide complete covering from at least the mid-thigh to two (2) inches below the collarbone. The midriff may not be exposed.

2. Exposure. No operator, employee, or visitor shall, while on the premises of a massage establishment, and while in the presence of any patron, customer, employee or visitor, expose his or her genitals, buttocks, or chest.

3. Clean Skin. All persons shall thoroughly wash their hands with soap and water or any equally effective cleansing agent immediately before providing massage. No massage shall be provided upon a surface of the skin or scalp of a patron where such skin is inflamed, broken (e.g., abraded or cut), or where a skin infection or eruption is present.

E. Display of Permits and Certifications. Each person employed or retained to perform massage in or on the premises shall display on his or her person a copy of the valid photograph-bearing identification card issued to that employee by the CAMTC. A copy of each such identification card shall also be displayed in an open and conspicuous place visible from the entrance and/or reception and waiting area of the massage establishment. The home address of any employee need not be displayed. (Ord. 4-15 § 4 (part))

4.20.160 CAMTC certification required.

A. Massage establishments within the city shall only employ CAMTC certified massage therapists.

B. An original copy of certification as a certified massage therapist must be conspicuously posted within the massage establishment and the certification must be current for all massage therapists. The certificate holder shall have his or her identification card in his or her possession while providing massage services for compensation.

C. The certificate holder shall provide his or her full name and certificate number upon the request of a member of the public, a representative of the city, or a local government agency charged with regulating massage or massage establishments, at the location where he or she is providing massage services for compensation. (Ord. 4-15 § 4 (part))

D. The massage establishment owner/operator shall complete all registration forms provided to him/her by the Permit Administrator for each massage therapist. The owner/operator shall complete applicable forms and submit to the Permit Administrator prior to the expiration of the certification expiration, to demonstrate that the massage therapists providing service on the massage establishment's behalf have recertified their CAMTC certification.

Such forms shall require submission of the following information:

1. The name and residence address of the massage therapist;

2. A copy of their CAMTC ID Card and CAMTC certification;

3. Height, weight, color of eyes and hair;

4. Written proof that the owner(s) is at least eighteen (18) years of age;

5. Two (2) current color portrait photographs of the applicant at least two (2) inches by two (2) inches;

6. The driver's license number of the owner, including a copy of a driver's license or other state issued identification card;

7. The full name, street address, and telephone number of all other business premises in which the massage therapist administers massage;

8. If applicable, any other name(s) or nicknames used by the massage therapist;

9. Primary language(s), if other than English; and (Ord. 4-15 § 4 (part))

10. Such other identification and information as deemed necessary by the Permit Administrator.

4.20.170 Employees—Age requirement.

No permittee shall employ either as a massage therapist or other employee any person under the age of eighteen (18) years. (Ord. 4-15 § 4 (part))

4.20.180 Daily register required.

Every permittee shall keep a daily register, approved as to form by the Permit Administrator, of all patrons, with names, addresses and hours of arrival and the rooms or cubicles assigned, if any. The daily register shall at all times during business hours be subject to inspection by the Permit Administrator, and shall be kept on file for one (1) year. (Ord. 4-15 § 4 (part))

4.20.190 Advertising restrictions.

No massage establishment granted a permit under the provisions of this chapter shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective patrons that any service is available other than those services described in Section 4.20.010 ("massage"), nor shall any massage establishment indicate in the text of such advertising that any service is available other than those services described in Section 4.20.010 ("massage"). (Ord. 4-15 § 4 (part))

No massage establishment shall falsely state or advertise or put out any sign or card or other device, or to falsely represent to the public through any print or electronic media, that he or she or any other individual is licensed, certified, or registered by a governmental agency as a massage therapist or massage practitioner.**4.20.200 Massage establishment inspections.**

A. The Permit Administrator shall have the right to enter any massage establishment during regular business hours, without a search or inspection warrant, to make reasonable inspection to ascertain whether there is compliance with provisions of this chapter.

B. The massage establishment shall take immediate action to correct each violation noted by the Permit Administrator. A re-inspection will be performed within thirty (30) business days to ensure that each violation noted by the Permit Administrator has been corrected. (Ord. 4-15 § 4 (part))

4.20.210 Massage by customer prohibited.

No customer or client of a massage establishment shall massage a massage therapist, or any other person within a massage establishment. (Ord. 4-15 § 4 (part))

4.20.220 Outcall massage services prohibited.

No person shall engage in outcall massage services. Outcall massage shall not include massage provided by any person licensed under Business and Professions Code Sections 2135 through 2139 (medicine), 2630 or 2639 (physical therapy), 2732.1, 2733 or 2742 (nursing), or under the Chiropractic Initiative Act of 1922. (Ord. 4-15 § 4 (part))

4.20.225 Notifications.

A massage establishment shall notify the Permit Administrator of any of the following within three business days of the instance:

A. Cessation of business as a massage business or massage therapist practicing in the City of Dublin;

B. Arrest of any massage establishment owner, therapist, or employee for an offense other than a misdemeanor traffic offense;

C. Resignation, termination, or transfer of any massage practitioners employed or hired by the massage establishment;

D. Any matter or event involving the massage establishment or massage therapists, employed or working for the massage business that constitutes a violation of this chapter, state or federal law or a violation of any law which would be grounds for denial, suspension, or revocation of a massage establishment permit;

E. The denial, suspension, or revocation of a massage business's employee's or independent contractor's certificate issued by CAMTC.

Article III. Massage Therapists

4.20.230 City massage therapist registration—Required.

Except for any person licensed under Business and Professions Code Sections 2135 through 2139 (medicine), 2630 or 2639 (physical therapy), 2732.1, 2733 or 2742 (nursing) or under the Chiropractic Initiative Act of 1922, no person shall, in or upon any premises in the city, act in the capacity of a massage therapist without first having registered with the Permit Administrator in accordance with the provisions of this chapter. (Ord. 4-15 § 4 (part))

4.20.240 Registration procedure and requirements.

Each massage therapist will adhere to the certification rules and regulations set forth by the CAMTC.

4.20.250 Massage Therapist responsibility.

Individual massage establishment employees, agents, independent contractors, or other representatives providing services on behalf of the massage establishment may also be cited for violations pursuant to this chapter at the discretion of the Permit Administrator.

Agenda Item 4.4

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Municipal Code Amendment to Section 8.84.140.I - Real Estate Directional Signs (PLPA-2023-00017)
Prepared by: Crystal De Castro, Senior Planner

EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to the Dublin Municipal Code in response to complaints related to Real Estate Directional Signs (aka "open house signs"). Amendments are proposed to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs" to increase the number of open house signs allowed for each property, modify the minimum sidewalk clearance in conformance with the Building Code, require signs to be removed by 5:30 p.m., and clarify the City's enforcement authority. On August 15, 2023, the City Council waived the first reading and introduced the Ordinance amendments. The City Council is considering waiving the second reading and adopting the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I (Real Estate Directional Signs).

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
The City has initiated amendments to the Dublin Municipal Code (DMC) Chapter 8.84, regarding Real Estate Directional Sign (aka "open house signs"). The proposed amendment increases the number of open house signs allowed for each property, modify the minimum sidewalk clearance in conformance with the Building Code, require signs to be removed by 5:30 p.m., and clarify the City's enforcement authority (Attachment 1). On August 15, 2023, the City council waived the first reading and introduced the Ordinance approving the amendments. The proposed Ordinance amendment is included as Attachment 1 and further described in Attachment 2.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment and are not subject to CEQA review.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I (Real Estate Directional Signs)
2) City Council Staff Report dated August 15, 2023, without attachments

ORDINANCE NO. XX-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE SECTION 8.84.140.I (REAL ESTATE DIRECTIONAL SIGNS) EFFECTIVE CITY-WIDE PLPA-2023-00017

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The City occasionally initiates amendments to the Zoning Ordinance to clarify, add, or amend certain provisions to ensure that the Zoning Ordinance remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.

B. The City has initiated amendments to the Zoning Ordinance to clarify, add, or amend certain provisions to ensure that the Dublin Municipal Code complies with State law and remains internally consistent and relevant to changes occurring in the community.

C. The proposed amendments are consistent with California Civil Code Section 713 and 712.

D. The proposed Zoning Ordinance Amendments include modifications to Dublin Municipal Code Section 8.84.140.I (Real Estate Directional Signs) to increase the number of real estate directional signs allowed, modify the allowable sidewalk clearance in conformance with the Building Code, and clarify the City's enforcement authority.

E. The Planning Commission held a duly noticed public hearing on July 11, 2023, during which all interested persons were heard, and adopted Resolution No. 23-04 recommending City Council adoption of the proposed Zoning Ordinance Amendments.

F. A Staff Report was submitted to the Dublin City Council recommending approval of the proposed Zoning Ordinance Amendments.

G. The City Council held a public hearing on the proposed Zoning Ordinance Amendments on August 15, 2023, at which time all interested parties had the opportunity to be heard.

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

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

SECTION 2. FINDINGS

A. Pursuant to Section 8.120.050.B of the Dublin Municipal Code, the City Council hereby finds that the Zoning Ordinance Amendments are consistent with the General Plan and any applicable Specific Plan in that the amendments are necessary to comply with federal and state laws and are consistent with applicable land use regulations and development policies. Specifically, General Plan Implementation Measure 10.7.4.A calls for an "update the City's Sign Ordinance."

SECTION 3. CEQA

A. The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council hereby finds the amendments to Title 8 of the Dublin Municipal Code (Zoning Ordinance) are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment and are not subject to CEQA review.

SECTION 4.

A. The Dublin Municipal Code is amended as follows:

Section 8.84.140.I (Real Estate Directional Signs) of Title 8 of the Dublin Municipal Code is hereby amended to modify subsections 1, 2, 8 and 9 to read as follows:

1. Be limited to a maximum of six (6) open house signs for each property being advertised for sale.

2. Not be located within the public right-of-way where such signs endanger the safety of persons or property, disrupt the normal flow of vehicle or pedestrian traffic, block views of such traffic, block ingress into or egress from any residence or place of business, or restrict a sidewalk width to less than thirty-six (36) inches. Notwithstanding the above, signs may be placed in a landscaping strip between the roadway and the sidewalk. Signs are not allowed in medians.

8. Be permitted on holidays, Saturdays, Sundays, and one agent tour day each week from 10:00 a.m. to 5:30 p.m.

9. Be subject to the City's authority to issue fines and to assess all necessary costs for the time spent by City personnel, or its authorized agents, to remove and enforce open house signs in violation of Section 8.84.140 I. In cases of repeated violations of requirements dealing with open house signs, rights to locate new open house signs in the City shall be forfeited.

SECTION 5. Effective Date.

This Ordinance shall take effect and be enforced thirty (30) days following its final adoption.

SECTION 6. Severability.

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

SECTION 7. Posting.

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 this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **August 15, 2023**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Municipal Code Amendment to Section 8.84.140.I "Real Estate Directional Signs" (PLPA-2023-00017)
Prepared by: Crystal De Castro, Senior Planner

EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to the Dublin Municipal Code in response to complaints related to Real Estate Directional Signs (aka "open house signs"). The City Council will consider adopting amendments to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs" to increase the number of open house signs allowed for each property, modify the minimum sidewalk clearance in conformance with the Building Code, require signs to be removed by 5:30 p.m., and clarify the City's enforcement authority.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and waive the reading and INTRODUCE the Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I "Real Estate Directional Signs."

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
Pursuant to the Dublin Municipal Code (DMC) Chapter 8.84, a Real Estate Directional Sign is a "temporary sign advertising an open house for a property listed for sale, lease, or rent." State and federal law grants property owners, or their agents, rights to reasonably display Real Estate Directional Signs (California Civil Code Section 713 and 712). The City has exercised its right to regulate these signs to implement its interest in community aesthetics and public safety per DMC Section 8.84.140.I, as it relates to the number of signs, display times, sign size,

placement, and manner of placement. The current ordinance allows four open house signs per property which are permitted on holidays, Saturdays, Sundays, and one agent tour day each week from 10:00 a.m. through sunset. The regulations also allow no more than eight open house signs at any intersection and no more than one sign per property being advertised.

Over the past year, Staff has received complaints from several real estate agents related to code violations. Complaints are generally received from agents reporting fellow agents, stating their non-compliant competitors are gaining unfair business advantage over the law-abiding agents. Other agents have expressed concern that the DMC does not allow enough signs to direct buyers to an open house that is difficult to find. Violations arise when real estate agents either do not know the details of the City regulations or choose to ignore the requirements. A vast majority of complaints are concentrated within eastern Dublin where extra signs are displayed on occasion to direct potential buyers to an open house. In addition, realtors also occasionally fail to remove signs after the allowed timeframe.

The City has made a concerted effort over the past year to bring greater awareness to Real Estate Directional Sign regulations. This has included proactive, regular enforcement on weekends, as well as education and outreach to real estate agents working within the City of Dublin. Staff has found that education and enforcement resulted in fewer violations when realtors were contacted directly. Staff has also reached out to the Bay East Association of Realtors to further education efforts. The Association provides educational programs and summarizes and publishes the City's open house sign regulations (along with over thirty other local municipalities) on its website to serve as a resource to its members. The website can be viewed by visiting https://bayeast.org/community-info-statistics/.

The proposed amendments to the DMC are intended to further address these concerns while balancing economic development and aesthetic interests of the community. Staff did outreach to the Bay East Association of Realtors for feedback regarding the proposed amendments. The Association was in support of these amendments.

Analysis

Staff recommends the following amendments to Section 8.84.140.I where underlined text is proposed to be added and text with a strikethrough is proposed to be deleted. The draft Ordinance with the proposed amendments is included as Attachment 1 to this Staff Report.

Proposed Amendment: *Increase the number of signs allowed from four signs to six signs.*

A Real Estate Directional Sign Comparison Table (Attachment 2) shows the number of open house signs allowed by each of the surrounding Tri-Valley cities vary while most of the jurisdictions require sign removal by sunset. Based on code enforcement information for Dublin, an average of six signs are typically provided by realtors when a property is difficult to find. Therefore, Staff recommends an increase to the maximum number of allowed signs. Section 8.84.140.I.1 is proposed to be amended as follows:

1. Be limited to a maximum of ~~four~~ six ~~(4)~~ (6) open house signs for each property being advertised for sale.

Proposed Amendment: *Modify public access width allowed to 36 inches and clarify signs are not allowed in the medians.*
The minimum sidewalk clearance is changed from 32 inches to 36 inches in accordance with the Building Code. Additional text is added to clarify signs are not allowed in medians. Section 8.84.140.I.2 is proposed to be amended as follows:

2. Not be located within the public right-of-way where such signs endanger the safety of persons or property, disrupt the normal flow of vehicle or pedestrian traffic, block views of such traffic, block ingress into or egress from any residence or place of business, or restrict a sidewalk width to less than ~~thirty two (32)~~ thirty-six (36) inches. Notwithstanding the above, signs may be placed in a landscaping strip between the roadway and the sidewalk. Signs are not allowed in medians.

Proposed Amendment: *Clarify City authority to issue fines to enforce violation of the ordinance.*
Text is added to include the City's authority to issue fines for violations. Section 8.84.140.I.9 is proposed to be amended as follows:

9. Be subject to the City's authority to issue fines and to assess all necessary costs for the time spent by City personnel, or its authorized agents, to remove and enforce ~~illegally located~~ open house signs in violation of Section 8.84.140.I. In cases of repeated violations of requirements dealing with open house signs, rights to locate new open house signs in the City shall be forfeited.

Proposed Amendment: *Modify the removal time for open house signs.*
At the Planning Commission meeting on July 11, 2023, public comments were raised regarding concerns with open house signs left out after the allowed timeframe. After further review and discussions with the Bay East Association of Realtors, Staff found that open houses typically end by 4:00 p.m.; therefore, Staff proposes the removal time be changed from sunset to 5:30 p.m. Section 8.84.140.I.8 is proposed to be amended as follows:

8. Be permitted on holidays, Saturdays, Sundays, and one agent tour day each week from 10:00 a.m. ~~through~~ ~~sunset~~ to 5:30 p.m.

Upon approval of the ordinance, Staff will enhance the amount of education materials/brochure on various media platforms. Staff will also provide an educational brochure along with a written warning to first time offenders, efficiently combining education and enforcement actions.

Consistency with General Plan, Specific Plans, and Zoning Ordinance

The proposed amendments to the Dublin Municipal Code are consistent with the Dublin General Plan and all applicable Specific Plans and the Zoning Ordinance as the amendments bring greater clarity and consistency to existing zoning regulations which implement the General Plan and Specific Plans. Specifically, General Plan Goal 11.6.1 identifies that the City maintain small-business-friendly development services and Implementation Measure 11.6.1.B.3 to "implement permit/inspection process refinements: improve City procedures, as appropriate."

Planning Commission Review

On July 11, 2023, the Planning Commission held a public hearing to consider the proposed amendments and make a recommendation to the City Council. As part of the public hearing, three members of the public provided comments, including two real estate agents and a representative from the Bay East Association of Realtors. Following the public hearing, the Planning Commission adopted Resolution No. 23-04 (Attachment 3), recommending the City Council approve the proposed amendments. The Planning Commission further recommended adding a provision to differentiate the number of signs permitted for major and residential intersections. The Sign Regulations (Section 8.84.140.I.5) currently permits no more than eight (8) open house signs at any intersection. The Planning Commission recommended modifying this provision to further limit the number of open house signs residential intersections to four signs.

The number of open house signs at intersections has not previously presented any complaints or enforcement issues and the number of signs that can be displayed at any given intersection is also preempted by requirements to provide an accessible path of travel and motorist visibility. Staff resources to enforce open house signs on weekends is limited. The proposed amendment would require additional Staff time dedicated to monitoring intersections, as well as time required to prepare maps identifying intersection types and to educate the real estate agent community about the different intersection types. Therefore, Staff does not recommend this amendment to the Sign Regulations. However, if the City Council determines this amendment is necessary, the City Council can direct Staff to include this provision in the Ordinance amending the Sign Regulations.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment and are not subject to CEQA review.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

1) Ordinance Approving Amendments to Dublin Municipal Code Section 8.84.140.I Real Estate Directional Signs
2) Real Estate Directional Sign Comparison Table
3) Planning Commission Resolution No. 23-04
4) Letter from David Stark, Bay East Association of Realtors

Agenda Item 4.5

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

The City Council will consider allocating $240,205 in available grant funds from the Community Development Block Grant (CDBG) Urban County Capital Project Pool to rebuild the Tri-Valley Haven Domestic Violence and Homeless Shelter. The project will include shelter expansion from 30 to 45 beds.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the Allocation of CDBG Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project and adopt the Resolution Approving the Amendment to the Memorandum of Understanding for the Environmental Review of the CDBG-Funded Tri-Valley Haven Shelter Project.

FINANCIAL IMPACT:

The $240,205 grant is funded by the CDBG Capital Project Pool administered by Alameda County Housing and Community Development Department on behalf of Urban County cities, including Dublin. Additionally, this project is subject to the CDBG environmental regulations of the U.S. Department of Housing and Urban Development (HUD), contained in 24 Code of Federal Regulations (CFR) Part 58. To receive the grant funding, Dublin in collaboration with the Cities of Livermore and Pleasanton, will hire an environmental consultant who will lead the effort on behalf of all three cities and the County of Alameda. The cost of the environmental consultant will be shared by the three cities, with Dublin's share of this expense estimated at $6,540. This cost will be absorbed in the Fiscal Year 2023-24 Adopted Budget.

DESCRIPTION:

Background

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

Project Proposal

The shelter rebuild project will include full demolition of the existing shelter and a complete rebuild on the current site. The project will also increase the shelter's capacity from 30 to 45 beds in one single-story building. The total project cost is estimated at $7.5 million, with additional temporary off-site shelter costs bringing the total to close to $8 million. Additional funding sources include Alameda County, the City of Livermore, the City of Pleasanton, Measure A, and funds from various private entities.

Alameda County Urban County CDBG Program

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

Each year, Alameda County has an estimated $330,000 available in the Capital Project Pool that is available to Urban County Cities. Following receipt of Tri-Valley Haven's request for grant funding, Dublin Staff submitted a request to Alameda County on July 1, 2023 for Fiscal Year 2023-24 CDBG capital funding. The Alameda County Urban County Technical Advisory Committee approved the request at its July 6, 2023 meeting.

The funding request will be incorporated in the annual agreement between the City of Dublin and Alameda County that covers all Human Service CDBG programs and projects. The Fiscal Year 2023-24 agreement is scheduled for approval by the Alameda County Board of Supervisors on September 15, 2023.

Environmental Review

The Tri-Valley Haven Shelter Project is subject to CDBG environmental regulations of the U.S. Department of Housing and Urban Development (HUD), contained in 24 Code of Federal Regulations (CFR) Part 58. The City of Dublin and the County of Alameda will join an existing Memorandum of Understanding between the Cities of Livermore and Pleasanton to complete the environmental review process. The City of Livermore is the fiscal agent and will manage the contract with Raney and Associates, with the consultant completing the environmental review. The cost, estimated at $19,630, will be shared equally among the cities of Dublin, Livermore, and Pleasanton, with each agency's one-third share estimated at $6,540. Dublin's cost will be absorbed within the Fiscal Year 2023-24 Adopted Budget.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

1) Resolution Approving the Allocation of CDBG Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project
2) Resolution Approving the Amendment to Memorandum of Understanding for the Environmental Review of the CDBG-Funded Tri-Valley Haven Shelter Project
3) Exhibit A to the Resolution – Amendment to Memorandum of Understanding for the Environmental Review
4) Memorandum of Understanding Between the Cities of Livermore and Pleasanton for the Environmental Review of the CDBG-Funded Shelter Project

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

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

WHEREAS, the City of Dublin received a Human Services Program grant request from Tri-Valley Haven for $240,205 in CDBG Capital Funding for the rebuild and expansion of its Domestic Violence and Homeless Shelter; and

WHEREAS, on July 6, 2023, the Alameda County Urban County Technical Advisory Committee approved the City of Dublin's request for CDBG Capital Funds to support the project; and

WHEREAS, the CDBG Capital Funding will be incorporated into the City of Dublin and Alameda County Fiscal Year 2023-24 Agreement that incorporates all CDBG funded programs and projects.

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

1. Approve $240,205 in CDBG Capital Funding for the Tri-Valley Haven Shelter Rebuild and Expansion Project; and

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

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR ENVIRONMENTAL REVIEW OF THE CDBG-FUNDED TRI-VALLEY HAVEN SHELTER PROJECT

WHEREAS, the City of Dublin received a Human Services Program grant request from Tri-Valley Haven for $240,205 in CDBG Capital Funding for the rebuild and expansion of its Domestic Violence and Homeless Shelter; and

WHEREAS, on July 6, 2023, the Alameda County Urban County Technical Advisory Committee approved the City of Dublin's request for CDBG Capital Funds to support the project; and

WHEREAS, the Tri-Valley Haven shelter project is subject to the CDBG environmental regulations of the U.S. Department of Housing and Urban Development (HUD), contained in 24 Code of Federal Regulations (CFR) Part 58; and

WHEREAS, the City of Dublin desires to join an existing Memorandum of Understanding with the Cities of Livermore and Pleasanton for the completion of the environmental requirements for this project.

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

1. Approve the Amendment to the Memorandum of Understanding for Environmental Review of the Tri-Valley Haven Shelter Project, attached hereto as **Exhibit A**; and

2. Authorize the City Manager to execute the Amendment and take such further actions as may be necessary or appropriate to carry out the City Council's obligations pursuant to this Resolution.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING
FOR ENVIRONMENTAL REVIEW LEAD AGENCY
(TRI-VALLEY HAVEN EMERGENCY SHELTER REBUILD PROJECT)**

This Amendment to Memorandum of Understanding ("Amendment") is entered into this ____ day of _____ 2023 by the County of Alameda (“County”), City of Dublin (“Dublin”), City of Livermore (“Livermore”) and City of Pleasanton ("Pleasanton").

WHEREAS, Livermore and Pleasanton entered into a Memorandum of Understanding for Environmental Review Lead Agency for the Tri-Valley Haven Emergency Shelter Rebuild Project dated May 16, 2023 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add the County and Dublin as parties, as the County and Dublin are also providing funds for the Project.

NOW, THEREFORE, the parties agree as follows:

A. Section 1 of the Agreement is amended to add that County and Dublin shall also be cooperating agency entities.

B. Section 3 of the Agreement is amended to add that County and Dublin shall also provide necessary assistance to facilitate and ensure Livermore’s compliance with NEPA Requirements.

C. Section 4 of the Agreement is amended to provide that the cost of the NEPA consultant shall be shared equally among Dublin, Livermore, and Pleasanton.

D. Section 5 of the Agreement is amended to provide that County and Dublin shall have the same rights to terminate and amend the Memorandum of Understanding as Livermore and Pleasanton.

E. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

F. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Amendment as of the date first above written.

DRAFT

COUNTY OF ALAMEDA

By:_____
Michelle Starratt, Housing Director
Housing and Community Development Dept.

Date:_____

Approved as to Form:

By:_____
Kathleen Hall, Deputy County Counsel

CITY OF PLEASANTON

By:_____
Gerry Beaudin, City Manager

Attest:

By:_____
Jocelyn Kwong, City Clerk

Approved as to Form:

By:_____
Daniel Sodergren, City Attorney

CITY OF DUBLIN

By:_____
Linda Smith, City Manager

Date:_____

Attest:

By:_____
Marsha Moore, City Clerk

Approved as to Form:

By:_____
John Bakker, City Attorney

CITY OF LIVERMORE

By:_____
Marianna Marysheva, City Manager

Attest:

By:_____
Marie Weber, City Clerk

Approved as to Form:

By:_____
Katherine Mirassou, Deputy City Attorney

5418266.2

DRAFT

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MEMORANDUM OF UNDERSTANDING
FOR ENVIRONMENTAL REVIEW LEAD AGENCY
(TRI-VALLEY HAVEN EMERGENCY SHELTER REBUILD PROJECT)

THIS MEMORANDUM OF UNDERSTANDING is entered into this 16th day of May 2023, between the City of Livermore, a municipal corporation and the City of Pleasanton, a municipal corporation.

WHEREAS the City of Livermore and City of Pleasanton cooperate in performing environmental reviews within the city limits of Livermore for Federally funded or assisted projects in accordance with the National Environmental Policy Act, 24 CFR Part 58 and the related laws and authorities listed at Sections 58.5 and 58.6 ("NEPA Requirements");

WHEREAS the City of Livermore and City of Pleasanton are both providing Community Development Block Grant (CDBG) funds in the amounts of $483,846 and $250,000, respectively, for a proposed demolition and rebuilding of Tri Valley Haven's Emergency Shelter at a confidential location in Livermore, CA 94550 ("Project"); and

WHEREAS the parties desire to establish the role and responsibilities of lead agency and cooperating agency with respect to NEPA Requirements for this Project;

NOW, THEREFORE, the parties hereby agree as follows:

1. Lead Agency/Cooperating Agency. City of Livermore shall be the lead agency and the City of Pleasanton shall be the cooperating agency entity with respect to the environmental review, decision-making and action responsibilities pursuant to the National Environmental Policy Act, 24 CFR Part 58 and the related laws and authorities listed at Sections 58.5 and 58.6.

2. Lead Agency Responsibilities. City of Livermore shall take lead responsibility for assessing and resolving environmental impacts on the Project solely with respect to NEPA Requirements.

3. Cooperating Agency Responsibilities. City of Pleasanton shall provide all necessary assistance to facilitate and ensure City of Livermore's compliance with NEPA Requirements.

4. Consultant Costs. The City of Livermore and the City of Pleasanton shall equally share the cost for any NEPA consultant associated with the Project.

5. Termination; Amendments. City of Livermore or City of Pleasanton may end or terminate this Memorandum of Understanding at any time with prior written notice. This Memorandum of Understanding may be amended from time to time by written agreement by City of Livermore and the City of Pleasanton.

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6. Counterparts; Contract Execution. This Memorandum of Understanding may be executed in one or more counterparts, which together shall constitute one and the same instrument. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed in original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City of Livermore.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made on the date above written.

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SIGNATURES ON THE NEXT PAGE

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Memorandum of Understanding to be executed on the date first written above.

CITY OF PLEASANTON,
a Municipal Corporation

BY: DocuSigned by: Gerry Beaudin 3239C91940BF4B6... **DATED:** 5/16/2023 | 8:55 AM PDT
Gerry Beaudin
City Manager

APPROVED AS TO FORM:

DocuSigned by: Wes Cheung 81E8A3883D7644D...
ASSISTANT/CITY ATTORNEY
Deputy City Attorney

CITY OF LIVERMORE,
a Municipal Corporation

BY: DocuSigned by: Marianna Marysheva 67FF33A39740458... **DATED:** 5/16/2023 | 11:06 AM PDT
Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by: katherine Mirassou D48B6A0C4F27411... DS
ASSISTANT/CITY ATTORNEY
Deputy City Attorney

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement with Strategic Economics, Inc. for Economic Development Strategy and General Plan Economic Development Element
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Strategic Economics, Inc. for an update to the Economic Development Strategy and General Plan Economic Development Element.

STAFF RECOMMENDATION:

Adopt the Resolution Approving an Agreement with Strategic Economics, Inc. for Economic Development Strategy and General Plan Economic Development Element and approve a budget change.

FINANCIAL IMPACT:

The proposed compensation for the project is $200,000, which includes an approximate 10% contingency. The Fiscal Year 2023-24 Adopted Budget included $180,000 in funding for this project. Approval of the agreement and contingency will require a budget adjustment of $20,000 from the General Fund Unassigned Reserve, as identified in Attachment 5.

DESCRIPTION:

The Economic Development Strategy was created and approved in 2012. Since that time, the City has focused on improving undeveloped lands and revitalizing existing developed areas and transit-oriented development around the Dublin/Pleasanton Bay Area Rapid Transit (BART) Station and the West Dublin BART Station in the Downtown. The City has also seen continued residential development activity consistent with its plans, increasing from approximately 18,537 residential units to more than 25,000 residential units in the last 10 years, thus increasing the population.

This growth, along with the recent shifts in the economic climate, the rise of fast-growing industries, and changes in business operations warrants a review of and update to the City's

current Economic Development Strategy and the Economic Development Element of the General Plan.

In April 2023, Staff issued a Request for Proposals (RFP) for the needed updates (Attachment 3) to identify firms with the necessary background, experience, track record of success, and ensure that the cost for services is competitive. The RFP was posted on the City's website and sent to known firms that provide such services. The City received six proposals which were reviewed and ranked by an interdepartmental evaluation committee including staff from Economic Development, Community Development, and Parks and Community Services.

The committee interviewed four of the six firms in July 2023. The interviews consisted of a presentation by each firm regarding their capabilities and experience, case studies with other cities, as well as a discussion of their knowledge of Dublin and the Tri-Valley region.

After interviewing the firms, Staff is recommending the services of Strategic Economics, Inc. to update the City's Economic Development Strategy and General Plan Economic Development Element. Strategic Economics has extensive experience in creating quality economic development strategic plans and related documents for local and regional governments and agencies. They have recently completed similar projects for several Bay Area cities, including Milpitas, Santa Cruz, Culver City, Alameda, Cupertino, Pleasanton, and San Jose. They bring complimentary expertise in disciplines including economics, urban planning, public policy and finance, and real estate development.

If the City Council approves the Agreement, Staff will begin work with Strategic Economics in late September 2023. The project is estimated to take approximately 10 months to complete, with a deliverable date likely in mid-2024.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with Strategic Economics, Inc. for Economic Development Strategy and General Plan Economic Development Element
2) Exhibit A to the Resolution – Strategic Economics, Inc. Agreement
3) Request for Proposal – Economic Development Strategy and General Plan Economic Development Element
4) Strategic Economics, Inc. Proposal
5) Budget Change Form

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH STRATEGIC ECONOMICS, INC. FOR ECONOMIC DEVELOPMENT STRATEGY AND GENERAL PLAN ECONOMIC DEVELOPMENT ELEMENT

WHEREAS, on November 6, 2012, the City Council adopted the City of Dublin Economic Development Strategy; and

WHEREAS, since the Economic Development Strategy was adopted there have been significant changes in the City's population, business operations and employment activity, industry types and growth, and overall economic climate; and

WHEREAS, Staff has determined that these changes warrant an update to the Economic Development Strategy and General Plan Economic Development Element in order to re-evaluate and re-confirm the City's economic development focus and priorities; and

WHEREAS, in April 2023, Staff issued a Request for Proposals (RFP) for an update to the Economic Development Strategy and General Plan Economic Development Element; and

WHEREAS, the City received six responses to the RFP; and

WHEREAS, Staff reviewed and evaluated the proposals in accordance with the RFP rating process and interviewed four firms; and

WHEREAS, the City desires to enter into an Agreement with Strategic Economics, Inc. for a not-to-exceed amount of $180,025 with a term ending on December 31, 2024.

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

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to execute an Agreement with Strategic Economics, Inc. for a compensation amount of $180,025 plus a contingency amount of approximately ten percent for a total project cost not to exceed $200,000.

BE IT FURTHER RESOLVED that the City Manager is authorized to enter into amendments to the Agreement to use the contingency amount and include any necessary, non-substantive changes to carry out the intent of this Resolution, as deemed appropriate by the City Manager.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND STRATEGIC ECONOMICS, INC. FOR ECONOMIC DEVELOPMENT STRATEGY AND GENERAL PLAN ECONOMIC DEVELOPMENT ELEMENT

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Strategic Economics, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of **September 5, 2023** (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant 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 December 31, 2024 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

1.2 Standard of Performance. Consultant 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 Consultant is engaged.

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

1.4 Time. Consultant 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 Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $180,025 notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be

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

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

2.1 **Invoices.** Consultant 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 Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

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

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 Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **DELETED.**

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

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

2.9 **Authorization to Perform Services.** The Consultant 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.

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Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant 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 Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant 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 Consultant. 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, Consultant 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 Consultant, its employees, agents, and subcontractors.

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

a. Certificate of Liability 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. Consultant, 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 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 Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss.

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Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.

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

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant 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 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, 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.

4.3.2 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 3 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, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

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d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 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.

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

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

4.4.4 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).

4.4.5 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.

4.4.6 Subcontractors. Consultant 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.

4.5 Remedies. In addition to any other remedies City may have if Consultant 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

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are alternatives to other remedies City may have and are not the exclusive remedy for Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

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

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7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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

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

Consultant 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 Consultant.

Consultant 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, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of

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such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

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

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

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

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Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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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 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

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

Consultant 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.*

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

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

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

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10.9 **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.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Strategic Economics, Inc.
c/o Derek W. Brawn, Principal
2991 Shattuck Avenue, Suite 203
Berkeley, CA 94705
dbraun@strategiceconomics.com

Any written notice to City shall be sent to:

City of Dublin
Office of Economic Development
c/o Hazel Wetherford
100 Civic Plaza
Dublin, CA 94568

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

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

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

10.13 **Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars ($1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant 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.

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

CITY OF DUBLIN	STRATEGIC ECONOMICS, INC.
	DocuSigned by: Derek W. Braun ECB9BFF8D5B5459...
Linda Smith, City Manager	Derek W. Braun, Principal

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

3070368.1

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EXHIBIT A

SCOPE OF SERVICES

III. SCOPE OF WORK

Strategic Economics proposes the following scope of work to complete the Dublin Economic Development Strategy and Economic Development Element project. All "Schedule" dates assume that the project begins on approximately August 1st. Strategic Economics will adjust the schedule based on the actual project start date.

TASK 1: PROJECT KICKOFF AND MANAGEMENT

Subtask 1.1: Request and Review of Existing Data and Materials

Prior to the kickoff meeting, the Strategic Economics team will review background materials and work completed to date as listed in the RFP, including the existing council priorities, Economic Development Strategy and Element, Downtown Dublin Preferred Vision and Specific Plan, and Fallon Road Economic Development Zone incentives. Strategic Economics will also request relevant data from the City, including GIS shape files, business license data, transient occupancy tax data, sales tax data, recently completed market studies and other analyses, development projects information, currently tracked real estate data, etc.

Output: Data and document requests

Schedule: First 2 weeks of August

Cost: $2,305

Subtask 1.2: Kickoff Meeting and Site Visit

Strategic Economics, Greensfelder Real Estate Strategy (GRES), and Tawni Sullivan will attend an in-person project initiation meeting with City staff to review the scope of work, schedule of deliverables, and outreach meetings/process. The team will finalize the project sequencing and schedule through this discussion with City staff. After the meeting, the team will tour the city with City staff, with a special focus on Downtown, major shopping centers, major employment centers, and areas of development activity. City staff are assumed to determine the route and arrange transportation if necessary.

Output: Kickoff meeting agenda

Schedule: First week of August

Cost: $5,100

Subtask 1.3: Project Management and Communication

Strategic Economics staff and other consultant team members will participate in bi-weekly check-in calls with City staff (as necessary) to share project updates and findings, and to coordinate on issues such as data collection, outreach to stakeholders, project schedule, and preparation/review of findings and deliverables.

OUTPUT: CHECK-IN CALL AGENDAS

SCHEDULE: ONGOING THROUGHOUT PROJECT LIFE

COST: $3,050

TASK 2: ECONOMIC AND MARKET CONDITIONS AND OPPORTUNITIES ANALYSIS

SUBTASK 2.1: WORKFORCE, DEMOGRAPHICS, AND MAJOR INDUSTRIES ANALYSIS

Building on the 2012 Economic Development Strategy, stated council priorities, and our more recent work examining the East Bay and Tri-Valley economies, Strategic Economics will conduct an analysis of Dublin's significant industry sectors to gain an understanding of the performance of the City's industries. Strategic Economics will selectively analyze employment, industry, and business trends by examining local and regional trends and projections using a combination of California Employment Development Data (to be obtained by the City if possible, with the City responsible for associated costs charged by EDD), and/or City business license data (if available), and/or alternative sources such as JobsEQ data provided by the City's partners, and regional employment projections. These analyses will identify the city's strengths to gain an understanding of the types, composition, and performance of industries in Dublin. The task will also provide insights into Dublin's specific strengths and weaknesses relative to the region.

In order to connect these industry projections with local workforce conditions and demographics, Strategic Economics will analyze demographic and household characteristics of the Dublin population and workforce compared to the Tri-Valley area and the East Bay as a whole. We will also use U.S. Census LEHD data to examine commute patterns of residents and workers in Dublin.

The findings of these analyses will also be combined with the Commercial Real Estate Analysis subtask to describe the space needs for future business growth in Dublin, including the types of buildings, spaces, land uses, and developable land required to meet these needs.

OUTPUT: DATA AND FINDINGS FOR INCORPORATION IN THE SWOT SUMMARY, ECONOMIC DEVELOPMENT STRATEGY, AND ECONOMIC DEVELOPMENT ELEMENT

SCHEDULE: AUGUST THROUGH NOVEMBER

COST: $12,580

SUBTASK 2.2: COMMERCIAL REAL ESTATE MARKET ANALYSIS

In order to assess life science, office, and industrial tenanting opportunities and retail market conditions, Strategic Economics will combine the findings of the employment analysis with an assessment of market conditions and positioning of these uses in Dublin. Based on market and building-level data obtained via CoStar and local broker reports, Strategic Economics will examine Dublin's competitive performance versus the surrounding market area, development

activity, building types and conditions, and current major vacancies. This data analysis will be supplemented by interviews with area brokers to understand tenant attraction challenges and opportunities, both generally and for specific locations, development opportunity sites, and any major vacancies. Findings will include a focus on the alignment or misalignment of existing building stock and greenfield/infill development opportunities versus the needs of businesses in growing and expanding industry sectors. The analysis will include a particular focus on life science development opportunities, with advising by Tawni Sullivan.

Finally, Strategic Economics will evaluate the performance and economic contribution of Dublin's hotels through analysis of quantitative data such as market reports and transient occupancy tax revenues (provided by the City), and will conduct interviews with hotel operators.

OUTPUT: DATA AND FINDINGS FOR INCORPORATION IN THE SWOT SUMMARY, ECONOMIC DEVELOPMENT STRATEGY, AND ECONOMIC DEVELOPMENT ELEMENT

SCHEDULE: AUGUST THROUGH NOVEMBER

COST: $14,590

SUBTASK 2.3: RETAIL ANALYSIS, INCLUDING CELL PHONE DATA ANALYSIS

GRES, with support from Strategic Economics, will complete an in-depth retail analysis, evaluating on-the-ground local conditions and applying broader retail trends to identify opportunities and recommend strategies to support the occupancy and health of Dublin's retail-based businesses retail districts, shopping centers, and emerging mixed-use projects. Tasks will include:

- A citywide inventory of retail space, including analysis of CoStar data provided by Strategic Economics which will be verified through fieldwork observations;
- Identification of strengths and weaknesses for major retail centers and commercial districts;
- Identification of major chain or "brand retailers" that are doing well versus those that are at risk of closure;
- A retail gap and void sales tax leakage analysis to identify retail opportunities, based on sales tax and taxable sales data obtained by Strategic Economics via the City of Dublin and the California Department of Tax and Fee Administration;
- A summary of barriers and threats for Dublin's retailers and retail market;
- Recommendations for actions and policies to address barriers, attract and retain neighborhood retailers and reduce vacancies, activate marginal and vacant storefronts, and reposition major shopping centers in the City for re-tenanting or redevelopment into new uses or formats.

GRES will also obtain and analyze cell phone data that can show, among other things, the catchment from which various commercial/retail areas in the City draws customers. Identifying and confirming these traffic patterns can be helpful in developing strategies for

capturing "on my route" trips as well as for widening the catchment from which an area draws. In addition, obtaining data from which other key projects such as City Center in San Ramon or the Livermore Premium Outlets can help us establish the traffic patterns benefitting competing destinations, and develop strategies to attract businesses and shoppers that will make Dublin a more frequent destination. This work can be leveraged by Economic Development as part of a business attraction study, and our deliverable will outline ways this might be done.

OUTPUT: DATA AND FINDINGS FOR INCORPORATION IN THE SWOT SUMMARY, ECONOMIC DEVELOPMENT STRATEGY, AND ECONOMIC DEVELOPMENT ELEMENT

SCHEDULE: AUGUST THROUGH NOVEMBER

COST: $22,300

SUBTASK 2.4: SUBAREA ASSESSMENTS

Strategic Economics will profile and provide analysis of areas with significant current or planned concentrations of employment and business activity in Dublin. The analysis will examine:

- Subarea job locations and industry mix through mapping of major industry sectors.
- Building inventory through analysis of subarea commercial real estate data from CoStar.
- Stakeholder input regarding subarea trends, issues, and opportunities, gleaned from interviews with area brokers and stakeholders as part of the engagement activities.
- Assessment of retail and life science challenges and opportunities by GRES and Tawni Sullivan.

The results of these subarea analyses will then be used to identify the economic development opportunities represented at each area, and used to inform place-specific strategies and actions in the Economic Development Strategy and the goals, policies, and implementation measures in the Economic Development Element.

OUTPUT: DATA AND FINDINGS FOR INCORPORATION IN THE SWOT SUMMARY, ECONOMIC DEVELOPMENT STRATEGY, AND ECONOMIC DEVELOPMENT ELEMENT

SCHEDULE: OCTOBER THROUGH NOVEMBER

COST: $6,450

SUBTASK 2.5: SWOT SUMMARY

Based on the findings of subtasks 2.1 through 2.4, as well as the qualitative input received through stakeholder engagement activities in Task 6, the Strategic Economics team will develop a summary of strengths, weaknesses, opportunities, and threats ("SWOT") for

attracting, retaining, and growing different categories of businesses in Dublin that will maintain the City's long-term economic health.

The SWOT will differentiate findings relevant to the shorter term strategy versus longer term Economic Development Element, and will include preliminary high-level recommendations for addressing challenges and leveraging opportunities. The SWOT will include relevant data as necessary to explain the findings, although the full write-up of the technical analyses will ultimately be provided as part of the Economic Development Strategy itself.

OUTPUT: SWOT SUMMARY (ADMIN DRAFT AND FINAL DRAFT)

SCHEDULE: LATE-OCTOBER THROUGH NOVEMBER

COST: $7,465

TASK 3: PRELIMINARY RECOMMENDATIONS AND DOCUMENT FRAMEWORKS

The Strategic Economics team will prepare draft document frameworks for the Economic Development Strategy and the Economic Development Element. The frameworks are intended as a means of efficiently vetting and refining recommendations for the Economic Development Strategy and Economic Development Element prior to authoring the comprehensive documents (and/or while background content is being authored for the strategy). The frameworks will be used to receive and incorporate guidance by City stakeholders, staff, and decision makers. The respective frameworks will be designed for simultaneous review in order to illustrate connections between shorter term strategies and longer term policies.

SUBTASK 3.1: ECONOMIC DEVELOPMENT STRATEGY FRAMEWORK DRAFTS

Strategic Economics will incorporate the results of the Economic and Market Conditions and Opportunities analyses and stakeholder interviews to draft an initial document outline for review by City staff that includes potential goals, objectives, strategies, priorities, illustrative examples of implementation actions, and potential performance indicators for inclusion in the Economic Development Strategy. Two drafts of the framework will be provided.

OUTPUT: TWO ECONOMIC DEVELOPMENT STRATEGY FRAMEWORK DRAFTS

SCHEDULE: LATE-NOVEMBER THROUGH MID-JANUARY

COST: $7,785

SUBTASK 3.2: ECONOMIC DEVELOPMENT ELEMENT FRAMEWORK DRAFTS

Strategic Economics will incorporate the results of the Economic and Market Conditions and Opportunities analyses and stakeholder interviews to draft an initial document outline for review by City staff that includes potential goals, policies, and corresponding preliminary examples of implementation programs for inclusion in the Economic Development Strategy. Two drafts of the framework will be provided.

OUTPUT: TWO ECONOMIC DEVELOPMENT ELEMENT FRAMEWORK DRAFTS (8 HARDCOPIES AND 1 ELECTRONIC COPY OF EACH DRAFT)

SCHEDULE: LATE-NOVEMBER THROUGH MID-JANUARY

COST: $8,095

TASK 4: ECONOMIC DEVELOPMENT STRATEGY

SUBTASK 4.1: ECONOMIC DEVELOPMENT STRATEGY ADMIN DRAFTS 1-3

Based on feedback on the document framework from city community members, decision makers, and staff, Strategic Economics will prepare an Administrative Draft of the Economic Development Strategy with an implementation work plan matrix that describes implementation actions, responsibilities, timing, and metrics for measuring progress.

The strategy will describe relevant economic context, projections, indicators, SWOT findings, goals, objectives, and the strategies, tools and partnerships necessary to support Dublin's economic vitality and encourage commercial development at infill and greenfield opportunity sites. The strategy will also include review of the successes achieved under the previous strategy, and description of how and why this strategy differs while building on the prior strategy's successes. The strategy will incorporate subarea-focused strategies related to places with significant economic and business activity or planned growth in Dublin, including Downtown Dublin and the Fallon East Economic Development Zone.

Strategic Economics will provide up to three total administrative drafts of the strategy in response to clear and comprehensive City staff direction on each draft.

OUTPUT: 3 ADMINISTRATIVE DRAFTS OF THE ECONOMIC DEVELOPMENT STRATEGY

SCHEDULE: MID-JANUARY THROUGH MID-MARCH

COST: $17,285

SUBTASK 4.2: PUBLIC DRAFT ECONOMIC DEVELOPMENT STRATEGY

Upon staff review and feedback on the administrative drafts of the Economic Development Strategy, Strategic Economics will provide a Public Draft for review and comment by community stakeholders and the City Council. Per Task 6, Strategic Economics will present this draft to the City Council at a council meeting or study session.

OUTPUT: PUBLIC DRAFT OF THE ECONOMIC DEVELOPMENT STRATEGY

SCHEDULE: LATE-MARCH THROUGH EARLY-APRIL

COST: $2,925

SUBTASK 4.3: FINAL DRAFT ECONOMIC DEVELOPMENT STRATEGY

Based on input received on the Public Draft strategy Strategic Economics will make final revisions and provide a Final Draft for potential adoption by the Dublin City Council.

OUTPUT: FINAL DRAFT OF THE ECONOMIC DEVELOPMENT STRATEGY

SCHEDULE: LATE-APRIL THROUGH LATE-MAY

COST: $2,925

TASK 5: ECONOMIC DEVELOPMENT ELEMENT

SUBTASK 5.1: ECONOMIC DEVELOPMENT ELEMENT ADMIN DRAFTS 1-3

Concurrent with preparation and staff reviews of the Economic Development Strategy, Strategic Economics will also prepare and provide up to three admin drafts of the Economic Development Element. The element will provide relevant background information, with a focus on longer-term considerations such as major fixed economic development assets (infrastructure and location attributes), anchors (institutions), broader industry trends, and development and redevelopment opportunities. The element will include goals, policies, implementation programs, and implementation phasing. The admin drafts will incorporate illustrative and informative proposed graphics, exhibits, and photographs (with any photographs to be provided by the City of Dublin). The language and format of the element will be designed to maintain consistency with other General Plan elements and their contents. Up to three administrative drafts will be provided, incorporating subsequent rounds of clear and comprehensive City staff direction on each draft.

OUTPUT: 3 ADMINISTRATIVE DRAFTS OF THE ECONOMIC DEVELOPMENT ELEMENT (8 HARDCOPIES AND 1 ELECTRONIC COPY OF EACH DRAFT)

SCHEDULE: MID-JANUARY THROUGH MID-MARCH

COST: $12,695

SUBTASK 5.2: PUBLIC DRAFT ECONOMIC DEVELOPMENT ELEMENT

Upon staff review and feedback on the Administrative Drafts, Strategic Economics will revise and provide a Public Draft for review by the City Council and community stakeholders. Per Task 6, Strategic Economics will present this draft to the City Council at a council meeting or study session.

OUTPUT: PUBLIC DRAFT ECONOMIC DEVELOPMENT ELEMENT (8 HARDCOPIES AND 1 ELECTRONIC COPY)

SCHEDULE: LATE-MARCH THROUGH EARLY-APRIL

COST: $2,290

SUBTASK 5.3: FINAL DRAFT ECONOMIC DEVELOPMENT ELEMENT

Based on input received on the Public Draft element, Strategic Economics will make final revisions and provide a Final Draft for potential adoption by the Dublin City Council.

OUTPUT: FINAL DRAFT ECONOMIC DEVELOPMENT ELEMENT (40 HARDCOPIES, 1 PHOTO READY COPY, 1 ELECTRONIC COPY)

SCHEDULE: LATE-APRIL THROUGH LATE-MAY

COST: $2,390

TASK 6: STAKEHOLDER AND DECISION MAKER ENGAGEMENT

The Strategic Economics team proposes a robust stakeholder and decision maker engagement process. Activities include regular check-ins with City staff, focus group meetings with groups representing different industries and business interests, general community workshops, and meetings and study sessions with the City Council and potentially the Planning Commission. The engagement process is designed to meet the needs of the Economic Development Strategy Update and Economic Development Element simultaneously.

SUBTASK 6.1: PROGRESS MEETINGS WITH CITY STAFF

The Strategic Economics team will conduct virtual meetings with City staff on a bi-weekly basis as needed. These meetings will be used to coordinate schedule and activities, plan upcoming events and meetings, share interim results and findings, and discuss staff input and feedback on work products.

OUTPUT: MEETING AGENDAS AND NOTES

SCHEDULE: THROUGHOUT PROJECT LIFE

COST: $3,770

SUBTASK 6.2: INDUSTRY AND STAKEHOLDER FOCUS GROUP WORKSHOP MEETINGS

Strategic Economics will facilitate a series of up to six in-person (if clustered on one or two specific days) or virtual stakeholder group meetings. The stakeholders will be defined in close coordination with City staff, but could potentially include: representatives of key industries such as retail/restaurants, advanced manufacturing, and life science; leadership and members of the Chamber of Commerce, brokers and developers, and City staff. In addition to

gathering qualitative information and answering key questions raised in the RFP, the stakeholder groups will help to build support for the Economic Development Strategy and Element and achieve "buy-in" from community leaders. Members of the Strategic Economics team will facilitate each of the meetings (as appropriate based on areas of expertise), formulating specific topics and questions with the goal of gathering required information and generating ideas for potential strategies. It is assumed that City staff will contact all stakeholders to schedule and coordinate the meetings.

OUTPUT: MEETING AGENDAS AND NOTES

SCHEDULE: MID-AUGUST THROUGH MID-SEPTEMBER

COST: $12,345

SUBTASK 6.3: COMMUNITY WORKSHOPS AND SUMMARIES

The SE team will prepare for and execute up to two (2) community workshops to discuss topics related to the economic development strategy and element. These workshops are currently envisioned to occur in person, but can also be occur virtually. The first workshop will focus on general community priorities, vision, and areas of interest. The second workshop will be used to vet the contents of the Economic Development Strategy and Element. Both workshops will include a targeted outreach effort to property owners, managers, developers, and residents to receive their input. Workshop responsibilities include:

- Strategic Economics will work with the project team to prepare an overall purpose, approach, objective and anticipated outcome of the community workshops.
- Strategic Economics will prepare meeting materials including agendas, sign-in sheets and assist with interactive activities.
- Strategic Economics will facilitate the workshops, with additional facilitation support by City staff.
- City staff will coordinate meeting location logistics (e.g., room, seating, a/v equipment, refreshments) and send invitations.
- Strategic Economics will assist with meeting logistics including room set up and break-down.
- Strategic Economics will prepare summary notes.

OUTPUT: WORKSHOP AGENDAS, MATERIALS, AND SUMMARY NOTES

SCHEDULE: MID-OCTOBER AND MID-JANUARY

COST: $15,210

SUBTASK 6.5: BOARD MEETINGS AND STUDY SESSIONS

Strategic Economics will prepare for, attend, and facilitate up to three "board" meetings or study sessions to inform the development of the Economic Development Strategy and

Element (GRES will attend one meeting). The meetings may include City Council or Planning Commission hearings. Strategic Economics will work with City staff to determine, based on project needs, whether to schedule study sessions or include project topics as a regular meeting calendar item. A first meeting could occur as the analytical tasks are concluded and will be used to report findings, refine vision, priorities, and areas of concern/interest, and gather feedback on preliminary recommendations. Another meeting could be used to gather direction on the public draft economic development strategy and element documents.

OUTPUT: REVIEW OF STAFF REPORTS, MEETING AGENDAS, MEETING SLIDES, MEETING NOTES

SCHEDULE: MID- TO LATE-NOVEMBER (TENTATIVE), MID-APRIL (TENTATIVE)

COST: $13,720

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EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

VIII. FEE SCHEDULE

We propose a total revised budget of $180,025 to prepare the Dublin Economic Development Strategy and Economic Development Element. The following pages show the comprehensive budget and each firm's billing rates by staff and hours and budget by task.

FIGURE 1: FULL PROJECT BUDGET (INCLUSIVE OF ALL FIRMS AND EXPENSES)

Task #	Description	Total Time	Total Amount
		Hours	Dollars
Task 1	**Project Kickoff & Management**		
1.1	Request and Review of Existing Data and Materials	11	$2,305
1.2	Kickoff Meeting and Site Visit	20	$5,100
1.3	Project Management and Communication	12	$3,050
Sub Total - Task 1		**43**	**$10,455**
Task 2	**Economic & Market Conditions & Opportunities Analysis**		
2.1	Workforce, Demographics, and Major Industries Analysis	83	$12,580
2.2	Commercial Real Estate Market Analysis	89	$14,590
2.3	Retail Analysis, Including Cell Phone Data Analysis	88	$22,300
2.4	Subarea Assessments	42	$6,450
2.5	SWOT Summary	44	$7,465
Sub Total - Task 2		**346**	**$63,385**
Task 3	**Preliminary Recommendations & Document Frameworks**		
3.1	Economic Development Strategy Framework Drafts	42	$7,785
3.2	Economic Development Element Framework Drafts	43	$8,095
Sub Total - Task 3		**85**	**$15,880**
Task 4	**Economic Development Strategy**		
4.1	Admin Drafts 1-3	102	$17,285
4.2	Public Draft	15	$2,925
4.3	Final Draft	15	$2,925
Sub Total - Task 4		**132**	**$23,135**
Task 5	**Economic Development Element**		
5.1	Admin Drafts 1-3	72	$12,695
5.2	Public Draft	12	$2,290
5.3	Final Draft	12	$2,390
Sub Total - Task 5		**96**	**$17,375**
Task 6	**Stakeholder and Decision Maker Engagement**		
6.1	Progress Meetings with City Staff	17	$3,770
6.2	Industry & Stakeholder Focus Group Workshop Meetings (6)	55	$12,345
6.3	Community Workshops and Summaries (2)	92	$15,210
6.4	Board Meetings or Study Sessions (3)	68	$13,720
Sub Total - Task 6		**232**	**$45,045**
Sub Total - Labor		**934**	**$175,275**
Other Direct Costs			
	Travel Expenses		$600
	Data		$3,200
	Workshop Materials		$800
	Deliverables Printing and Other Miscellaneous		$150
			$0
Sub Total - Other Direct Costs			**$4,750**
	GRAND TOTAL	**934**	**$180,025**

FIGURE 2: HOURS, BILLING RATES, AND BUDGET FOR STRATEGIC ECONOMICS

		STRATEGIC ECONOMICS BILLING RATES, HOURS, AND BUDGET									
Task #	Description	*Derek Braun, Principal-in-Charge*		*Dena Belzer, Project Advisor*		*Arpita Banerjee, Associate*		*Gus Stephens, Research Analyst*		TOTAL HRS	TOTAL AMOUNT
		$235		*$310*		*$150*		*$115*			
Task 1	**Project Kickoff & Management**										
1.1	Request and Review of Existing Data and Materials	2	$470	0	$0	5	$750	1	$115	**8**	**$1,335**
1.2	Kickoff Meeting and Site Visit	5	$1,175	0	$0	5	$750	0	$0	**10**	**$1,925**
1.3	Project Management and Communication	6	$1,410	0	$0	2	$300	0	$0	**8**	**$1,710**
Sub Total - Task 1		**13**	**$3,055**	**0**	**$0**	**12**	**$1,800**	**1**	**$115**	**26**	**$4,970**
Task 2	**Economic & Market Conditions & Opportunities Analysis**										
2.1	Workforce, Demographics, and Major Industries Analysis	6	$1,410	1	$310	50	$7,500	24	$2,760	**81**	**$11,980**
2.2	Commercial Real Estate Market Analysis	6	$1,410	1	$310	50	$7,500	24	$2,760	**81**	**$11,980**
2.3	Retail Analysis, Including Cell Phone Data Analysis	4	$940	0	$0	20	$3,000	14	$1,610	**38**	**$5,550**
2.4	Subarea Assessments	4	$940	0	$0	20	$3,000	16	$1,840	**40**	**$5,780**
2.5	SWOT Summary	6	$1,410	1	$310	30	$4,500	5	$575	**42**	**$6,795**
Sub Total - Task 2		**26**	**$6,110**	**3**	**$930**	**170**	**$25,500**	**83**	**$9,545**	**282**	**$42,085**
Task 3	**Preliminary Recommendations & Document Frameworks**										
3.1	Economic Development Strategy Framework Drafts	7	$1,645	0	$0	30	$4,500	0	$0	**37**	**$6,145**
3.2	Economic Development Element Framework Drafts	7	$1,645	1	$310	30	$4,500	0	$0	**38**	**$6,455**
Sub Total - Task 3		**14**	**$3,290**	**1**	**$310**	**60**	**$9,000**	**0**	**$0**	**75**	**$12,600**
Task 4	**Economic Development Strategy**										
4.1	Admin Drafts 1-3	18	$4,230	1	$310	60	$9,000	18	$2,070	**97**	**$15,610**
4.2	Public Draft	4	$940	0	$0	8	$1,200	1	$115	**13**	**$2,255**
4.3	Final Draft	4	$940	0	$0	8	$1,200	1	$115	**13**	**$2,255**
Sub Total - Task 4		**26**	**$6,110**	**1**	**$310**	**76**	**$11,400**	**20**	**$2,300**	**123**	**$20,120**
Task 5	**Economic Development Element**										
5.1	Admin Drafts 1-3	12	$2,820	1	$310	48	$7,200	6	$690	**67**	**$11,020**
5.2	Public Draft	4	$940	0	$0	6	$900	1	$115	**11**	**$1,955**
5.3	Final Draft	3	$705	0	$0	6	$900	1	$115	**10**	**$1,720**
Sub Total - Task 5		**19**	**$4,465**	**1**	**$310**	**60**	**$9,000**	**8**	**$920**	**88**	**$14,695**
Task 6	**Stakeholder and Decision Maker Engagement**										
6.1	Progress Meetings with City Staff	10	$2,350	0	$0	5	$750	0	$0	**15**	**$3,100**
6.2	Industry & Stakeholder Focus Group Workshop Meetings (6)	15	$3,525	0	$0	24	$3,600	0	$0	**39**	**$7,125**
6.3	Community Workshops and Summaries (2)	24	$5,640	0	$0	50	$7,500	18	$2,070	**92**	**$15,210**
6.4	Board Meetings or Study Sessions (3)	24	$5,640	0	$0	36	$5,400	0	$0	**60**	**$11,040**
Sub Total - Task 6		**73**	**$17,155**	**0**	**$0**	**115**	**$17,250**	**18**	**$2,070**	**206**	**$36,475**
Sub Total - Labor		**171**	**$40,185**	**6**	**$1,860**	**493**	**$73,950**	**130**	**$14,950**	**800**	**$130,945**
Other Direct Costs											
	Travel Expenses										$400
	Data										$1,000
	Workshop Materials										$800
	Deliverables Printing and Other Miscellaneous										$150
Sub Total - Other Direct Costs											**$2,350**
	GRAND TOTAL	**171**	**$40,185**	**6**	**$1,860**	**493**	**$73,950**	**130**	**$14,950**	**800**	**$133,295**

FIGURE 3: HOURS, BILLING RATES, AND BUDGET FOR GRES AND TAWNI SULLIVAN

		GREENSFELDER REAL ESTATE STRATEGY		TAWNI SULLIVAN	
Task #	Description	TOTAL HRS	TOTAL AMOUNT	TOTAL HRS	TOTAL AMOUNT
Task 1	**Project Kickoff & Management**				
1.1	Request and Review of Existing Data and Materials	2	$670	1	$300
1.2	Kickoff Meeting and Site Visit	5	$1,675	5	$1,500
1.3	Project Management and Communication	4	$1,340	0	$0
Sub Total - Task 1		11	$3,685	6	$1,800
Task 2	**Economic & Market Conditions & Opportunities Analysis**				
2.1	Workforce, Demographics, and Major Industries Analysis	0	$0	2	$600
2.2	Commercial Real Estate Market Analysis	6	$2,010	2	$600
2.3	Retail Analysis, Including Cell Phone Data Analysis	50	$16,750	0	$0
2.4	Subarea Assessments	2	$670	0	$0
2.5	SWOT Summary	2	$670	0	$0
Sub Total - Task 2		60	$20,100	4	$1,200
Task 3	**Preliminary Recommendations & Document Frameworks**				.
3.1	Economic Development Strategy Framework Drafts	4	$1,340	1	$300
3.2	Economic Development Element Framework Drafts	4	$1,340	1	$300
Sub Total - Task 3		8	$2,680	2	$600
Task 4	**Economic Development Strategy**				.
4.1	Admin Drafts 1-3	5	$1,675	0	$0
4.2	Public Draft	2	$670	0	$0
4.3	Final Draft	2	$670	0	$0
Sub Total - Task 4		9	$3,015	0	$0
Task 5	**Economic Development Element**				
5.1	Admin Drafts 1-3	5	$1,675	0	$0
5.2	Public Draft	1	$335	0	$0
5.3	Final Draft	2	$670	0	$0
Sub Total - Task 5		8	$2,680	0	$0
Task 6	**Stakeholder and Decision Maker Engagement**				
6.1	Progress Meetings with City Staff	2	$670	0	$0
6.2	Industry & Stakeholder Focus Group Workshop Meetings (6)	12	$4,020	4	$1,200
6.3	Community Workshops and Summaries (2)	0	$0	0	$0
6.4	Board Meetings or Study Sessions (3)	8	$2,680	0	$0
Sub Total - Task 6		22	$7,370	4	$1,200
Sub Total - Labor		118	$39,530	16	$4,800
Other Direct Costs					
	Travel Expenses		$100		$100
	Data		$2,200		
	Workshop Materials		$0		
	Deliverables Printing and Other Miscellaneous		$0		
Sub Total - Other Direct Costs			$2,300		$100
	GRAND TOTAL	118	$41,830	16	$4,900

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EXHIBIT C

INDEMNIFICATION

A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.

B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.

D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

REQUEST FOR PROPOSALS

Economic Development Strategy and General Plan Economic Development Element

City of Dublin

Proposals must be received by: June 2, 2023, by 3:00 p.m.

Rhonda Franklin
Management Analyst II
100 Civic Plaza
City of Dublin, CA 94568
Rhonda.Franklin@dublin.ca.gov

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DUBLIN

Request for Proposals

for

Economic Development Strategy &

General Plan Economic Development Element

Introduction

The City of Dublin ("City") is accepting proposals from professional consulting services to assist the City in preparing a comprehensive update to the City's Economic Development Strategy and the General Plan Economic Development Element. The current Economic Development Strategy was approved by the City Council on November 6, 2012.

Background

The City of Dublin is located at the intersection of I-580 and I-680 in eastern Alameda County. The City is bordered by Pleasanton to the south, San Ramon to the north, Livermore to the east, and Castro Valley to the west. The City was incorporated in 1982 and has a current population of approximately 73,000 residents residing in a 14.59 square mile area. Dublin's anticipated 2040 population is approximately 83,595 persons.

Dublin employs 97 full-time employees and provides direct services in the areas of community development, economic development, finance, general administration, information technology, public works/engineering, environmental services, and parks and community services. The City provides contract services for public works maintenance, fire, and police.

The Dublin City Council priorities include Downtown Dublin and economic development, housing affordability, infrastructure maintenance and reinvestment, organizational health, and a safe and accessible community.

Since the current Economic Development Strategy was approved in 2012, the City has seen rapid growth with much of the growth focused on undeveloped lands as well as revitalization of existing developed areas and transit-oriented development around the Dublin/Pleasanton Bay Area Rapid Transit (BART) Station, and the West Dublin BART Station located in the downtown area. The City has also had tremendous residential

activity, increasing from approximately 18,537 residential units to more than 28,949 residential units in the last 10 years. The City is currently experiencing an interest in infill development projects and a continued interest for commercial development on undeveloped land.

The City has several documents guiding the growth of the City, including:

- General Plan
- Two-year Strategic Plan
- Eastern Dublin Specific Plan
- Downtown Dublin Specific Plan
- Dublin Village Historic Area Specific Plan
- Dublin Crossing Specific Plan
- Parks and Recreation Master Plan
- Bicycle and Pedestrian Plan
- Streetscape Master Plan
- Downtown Dublin Preferred Vision
- Fallon Road Economic Development Zone

Scope of Work

Comprehensive Economic Development Strategy Update:

Prepare a comprehensive update to the Economic Development Strategy. Preparation of this update will include, among other things, a review of the existing setting, an understanding of the City's long-term vision as it relates to economic development, an opportunities/constraints analysis, an economic analysis, and a list of prioritized goals and objectives towards achieving the long-term vision. The Strategy will also include a series of updated recommendations to strengthen the economic vitality of Dublin.

Comprehensive Economic Development Element Update:

Create an Economic Development Element of the General Plan to provide policy and decision-making guidance as Dublin moves forward with development strategies aimed at growing and improving its economic base. This element will also provide plan level information, goals, policies, and implementation programs on economic development and the phasing required to facilitate General Plan implementation. The Economic Development Element is structured to express City goals and policies regarding economic development, and to serve as a companion to the City's Land Use, Transportation, and other General Plan elements. The Element should be intentionally written broadly to set the stage for a wide range of subsequent implementation initiatives and strategies.

Work Products

Comprehensive Update of the Economic Development Strategy

The Consultant's overall responsibility and scope of work to prepare a comprehensive updated **Economic Development Strategy** shall include professional services to support the following tasks, including meeting facilitation and detailed minutes during the outreach process as necessary:

- Facilitate discussions (possibly including a study session) with City staff and potentially the City Council to solicit initial input regarding both tasks of the project which includes updates of 1) the Economic Development Strategy; and 2) the Economic Development Element to the General Plan.
- Review and analysis of current demographic and socioeconomic data, labor force characteristics, sales tax revenue and other key economic data.
- Preparation of update to key demographic trends and forecasts, social factors, economic factors, and financial indicators for inclusion into the updated Strategy, including an update of the market segmentation of the City's retail, commercial, office, and light industrial sectors.
- Review other City strategies and plans that have been implemented including but not limited to the General Plan, Downtown Dublin Specific Plan, Eastern Dublin Specific Plan, Downtown Dublin Preferred Vision, Fallon Road Economic Development Zone, etc.).
- Review current economic development efforts and initiatives underway throughout the Tri-Valley and the East Bay (Innovation Tri-Valley, iGATE, East Bay EDA, etc.).
- Review and understand the residential and commercial/business growth in the City over the past 10 years.
- Preparation and facilitation of workshops with the business community (including the Chamber of Commerce).
- Attend up to five (5) meetings with City Staff, key community members and stakeholders to identify and prioritize economic development goals and objectives and proposed activities, programs, and priorities.
- Updated Economic Development Strategy goals and objectives for advancing the City's economic development efforts.
- Attendance of at least four (4) meetings and/or workshops with the Dublin City Council.
- Incorporate recent progress on the Downtown Dublin Preferred Vision and the Fallon Road Economic Development Zone and goals, objectives, and actions to guide the City on fulfilling the vision for these areas.
- Recommendations for additional tools, partnerships, or products that would be effective for achieving economic goals, including improving and sustaining business community outreach and engagement, strategies for infill and redevelopment areas, and developing an online portal for enhancing assistance to the business community.
- Recommendations for how existing programs could be revised or reworked to enhance effectiveness for the development community, including associated and new funding sources.

- Incorporate how the advanced manufacturing and life sciences sector fits into Dublin and how Dublin should position itself to be proactive in attracting a hub for this sector.
- Incorporate recent events (such as COVID-19, inflation, etc.), and the associated economic effects, impacts, and recovery efforts implemented by the City of Dublin, as well as recommended recovery strategies and readiness for the long-term.
- Identify and outline accomplishments achieved from the current Economic Development Strategy.
- Assume up to four (4) rounds of review and revision by Staff.

Comprehensive Update of the Economic Development Element

The Consultant's overall responsibility and scope of work is to prepare a comprehensive updated **Economic Development Element to the General Plan** covering issues including business attraction and formation, business retention, tourism, and entertainment. Updated policies shall address fiscal trends, continued revitalization of the Downtown area, Fallon Road Economic Development Zone, and other areas in Dublin, as well as support the City's ongoing Two-Year Strategic Plan, when appropriate. This Element will also provide updated plan level information, goals, policies, and implementation programs on economic development and the phasing required to facilitate General Plan implementation.

- Study Session 1: Facilitate a Study Session with the City Council (possibly a joint session with the Planning Commission) to solicit initial input regarding the Economic Development Element.
- Working document at key phases in the update of the Economic Development Element, including the following:
    - Initial document update framework (eight (8) hardcopies and one (1) electronic copy).
    - Proposed updated graphics, exhibits, and photographs that illustrate the updated vision and principles (eight (8) hardcopies and one (1) electronic copy).
    - Administrative Draft of the Updated Economic Development Element for Staff review and comment (eight (8) hardcopies and one (1) electronic copy).
- Prepare amendments to the General Plan as necessary to ensure that the updated Economic Development Element has consistency and continuity with the other Elements of the General Plan. The language in the Economic Development Element needs to be integrated well with the other language in the General Plan, so it reads as one document and not separate documents.
- Incorporate language that supports the goals and objectives of the Economic Development Strategy, such as positioning Dublin to be prepared for land uses associated with the life sciences sector.
- Community Meeting: Facilitate up to two community meetings (or additional meetings if consultant feels warranted) and present the draft Updated Economic Development Element to property owners, property managers, developers, residents, and other interested parties, and solicit their input.
- Study Session 2: Facilitate a Study Session with the City Council to present the draft updated Economic Development Element.
- Final Draft Updated Economic Development Element incorporating input from the Study Sessions, Community Meetings and Staff input (40 hardcopies, one (1) photo ready copy, and one (1) electronic copy).

- Attendance at and presentations of the Updated Economic Development Element to the Planning Commission and City Council at separate public hearings.
- Assume up to four (4) rounds of review and revision by Staff.

The City anticipates that the two tasks will have some overlap. Please describe how both tasks would be accomplished in relation to one another and what would be accomplished for each task if there are joint/community/task force meetings that address multiple tasks.

Organization of Proposal

The organization described in this section of the RFP must be followed by all potential consultants. The format of how the information is provided is at the discretion of the consultant.

Introduction

A general introduction must include the elements outlined below (see Attachment A for a sample template):

- Information about your company and experience working on economic development strategies.
- Include a list of the most recent Economic Development Strategies prepared by you or your firm.
- Description of the proposed approach and methodology.

Scope of Work

Describe the work program to accomplish the approach indicated above. The work program should address the issues identified in the Scope of Work and Work Product sections of this RFP, as well as other issues deemed beneficial as suggested by the consultant and shall provide a detailed description of the work to be accomplished. The scope of work shall be organized as follows:

- Task: An overview of a related group of subtasks or activities; generally, one or two sentences.
- Subtask: A detailed description of the work, including the methodology to be performed; generally, one to five paragraphs depending upon the complexity of the activities described in the subtask.
- Output: A description of what the result of this particular activity or subtask is; generally, one sentence.
- Schedule: A delivery date for this particular activity or subtask.
- Cost: Cost to obtain identified output.

The task, subtask, output, cost format should be repeated throughout until all of the proposed work has been described in detail.

Schedule

Describe the time schedule for each proposed task and subtask described in the Scope of Work above. Proposed work periods and completion dates, as well as the anticipated meeting dates should also be identified. The proposed project schedule should be provided in a timeline chart.

Personnel, Equipment and Facilities

Describe the activities of the designated Project Manager, and lead and supporting personnel. Provide resumes for those named, including their qualifications (education and experience), and their relationship and cost to the proposed project activities. If there is a team of consultants, the lead consultant should be clearly designated. All subconsultants shall be billed through the lead consultant. The City will require that no personnel changes will be made during the project without City approval.

Subconsultants

List all subconsultants proposed for this project. Include their qualifications and specific responsibilities. All subconsultants shall be billed through the lead consultant.

Qualifications and References

Provide a description of your firm's qualifications, a list of similar completed projects and examples of such completed projects. Include a list of at least three (3) references.

Fee Schedule

List the fees associated with each task that is assigned to the project, as well as hourly fees for the project team.

Overview of Process

1. Proposers shall submit one electronic copy to:

   Rhonda Franklin
   Management Analyst II
   100 Civic Plaza
   Dublin, CA 94568
   rhonda.franklin@dublin.ca.gov

   Electronic copies shall be submitted, via email as PDF, with a maximum size of 50 megabytes (50 MB).

2. Deadline for submitting the proposal is **June 2, 2023,** at **3:00 p.m.** to the Office of Economic Development via email (rhonda.franklin@dublin.ca.gov).

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract. The format of submittals is at the discretion of the Proposer. Each proposal shall be limited to a maximum of 60 pages, single-sided, using minimum 12-point font size. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Schedule for RFP Process

April 21, 2023	Request for Proposals issued
May 10, 2023	Informational Workshop via Zoom Register online at Informational Workshop via Zoom
May 17, 2023	Deadline to submit questions to City of Dublin
May 19, 2023	Addendum posted, if required
June 2, 2023	Proposals are due via email no later than **3:00 p.m.** on Friday, June 2, 2023. Late submittals will not be accepted.
June 20 - 22, 2023	Interview firms
July 18, 2023	Consulting Services Agreement scheduled for approval by the Dublin City Council

(All scheduled dates are tentative and subject to change)

RFP Submittal Requirements

Please prepare and organize your submittal based on the requirements provided below. Any other information you would like to include should be placed in a separate section at the back of your submittal. Please note however that the RFP submittal is limited to **60 pages maximum** single-sided (excluding resumes) and should be submitted on 8 ½ x 11 paper, in 12-point font.

Please provide one electronic copy of your Proposal via email to Rhonda.Franklin@dublin.ca.gov **no later than Friday, June 2, 2023, by 3:00 p.m.** The entire Proposal (excluding resumes) should be a **maximum** of 60 pages. Submittals should be addressed as follows:

City of Dublin
Office of Economic Development
Attention: Rhonda Franklin
Rhonda.Franklin@dublin.ca.gov
City of Dublin
100 Civic Plaza
Dublin, California 94568

Any Proposal submitted after the stated deadline will not be accepted for consideration.

Standard Consulting Services 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.

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

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

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

Consultant 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.

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

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the Dublin City Clerk for the Form 700 and directions on how to prepare it.

Equal Employment Opportunity

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

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 and the County of Alameda.

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	$2,000,000
Workers' Compensation Insurance	$1,000,000

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 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.

Additional points may be awarded to Tri-Valley (Cities of Dublin, Pleasanton, Livermore, San Ramon, and the Town of Danville) based businesses.

Attachment A
Sample RFP Submission Template
Introduction Letter

FOR REFERENCE – USE OF THE TEMPLATE IS NOT REQUIRED

[DATE]

[COMPANY CONTACT NAME]
[COMPANY NAME]
[COMPANY ADDRESS]
[COMPANY ADDRESS]

Subject: City of Dublin Economic Development Strategy & Economic Development Element Update

Dear City of Dublin Office of Economic Development:

[Company Name] is pleased to submit our proposal for the City of Dublin Economic Development Strategy & Economic Development Element Update.

[Insert overview/background of company]

[Company Name] is qualified to undertake this project due to the following qualifications:

- [list each qualification]

[Insert closing statement and contact details]

Sincerely,

[Insert signature]

[COMPANY CONTACT NAME]
[COMPANY CONTACT TITLE (this individual should have signing authority for the company)]

Attachment B
City of Dublin Forced Ranking Rating Sheet

Rater: _____

Business Area: _____

Rank	Proposal 1	Proposal 2	Proposal 3	Proposal 4	Proposal 5	Proposal 6	Proposal 7	Proposal 8	Proposal 9
1									
2									
3									
4									
5									
6									
7									
8									
9									

Attachment C
Standard Consulting Services Agreement

(Consulting Services Agreement follows)

{Agreement removed for purpose of the September 5, 2023 Meeting Packet}

PROPOSAL TO PREPARE THE ECONOMIC DEVELOPMENT STRATEGY AND GENERAL PLAN ECONOMIC DEVELOPMENT ELEMENT

RESPONSE TO CITY OF DUBLIN REQUEST FOR PROPOSALS

Prepared for:

City of Dublin

Office of Economic Development
Attention: Rhonda Franklin
Rhonda.Franklin@dublin.ca.gov
City of Dublin
100 Civic Plaza
Dublin, California 94568

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STRATEGICECONOMICS

I. COVER LETTER

June 2, 2023

Rhonda Franklin
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Dear Ms. Franklin:

I am pleased to submit the enclosed proposal to prepare an economic development strategy for the City of Dublin. Strategic Economics specializes in conducting economic and market analyses and preparing municipal economic development strategies and general plan economic development elements as part of general plan update projects. For example, our recent economic development strategy work includes projects for the cities of Ventura, Milpitas, and Santa Cruz. Our current and recent general plan work includes projects for South San Francisco and Petaluma. Our work has focused on the intersection of economic development and land use throughout the entirety of our firm's 25-year history.

For this effort we have assembled a team structured to provide complementary areas of expertise focused on the issues raised in the City's RFP. Strategic Economics brings broad knowledge of the East Bay and Tri-Valley economy gained through recent and current studies for East Bay EDA—including East Bay Forward and the Industrial Land Use Implementation Toolkit—and past experience working on the City of Pleasanton Economic Development Strategy. Greensfelder Real Estate Strategy specializes in retail analysis, tenant and property owner preferences, and deal structuring, with current ongoing work for the City of Dublin. And Tawni Sullivan brings decades of knowledge about the life sciences real estate industry from the perspectives of property owners/developers and tenants.

We believe that our team's technical expertise, focus on community engagement, and knowledge of the regional and Tri-Valley economy and market conditions are the right combination for preparing Dublin's Economic Development Strategy and Element. Please do not hesitate to contact me with any questions.

Best regards,

Derek W. Braun
Principal, Strategic Economics, Inc.
(510) 647-5291 ext. 112 | dbraun@strategiceconomics.com

II. INTRODUCTION

Firm Information and Experience

Strategic Economics, Inc. provides economic analysis and advisory services for local and regional governments, developers, community groups, and non-profits to create sustainable, high-quality places for people to live and work. We are widely recognized for our strength in addressing complicated projects requiring innovative analysis and cross-disciplinary teamwork. Our staff brings extensive expertise in many disciplines including economics, urban planning, public policy and finance, and real estate development. We combine depth of technical knowledge with an understanding of "the big picture," and excel at translating our work into materials that are accessible to any audience.

Strategic Economics specializes in conducting municipal economic development strategic plans and studies and preparing economic development elements as part of general plan updates. We are currently completing a similar economic development strategy project for the City of Ventura, and in recent years completed similar projects for Milpitas, Santa Cruz, Culver City, Alameda, Cupertino, Pleasanton, and San Jose. Our firm has specialized knowledge of the East Bay and Tri-Valley economic opportunities and challenges through our work on the "East Bay Forward" report for the East Bay Economic Development Alliance, as well as ongoing work on the Industrial Land Use Implementation Toolkit for East Bay EDA. Examples of our general plan update work include projects for the cities of South San Francisco, Petaluma, Santa Rosa, Rancho Cucamonga, San Leandro, and Long Beach.

Founded in 1998, Strategic Economics has nine employees. The firm is a Berkeley, California-based corporation and a certified women-owned, small business, Alameda County Small Local Business, and California Small Business Enterprise.

Our team for the Dublin Economic Development Strategy Update and Economic Development Element Update project includes two specialized subconsultants, whose qualifications and roles are described in detail starting on page 22 of this proposal. **David Greensfelder** of Greensfelder Real Estate Strategy will provide intensive analysis and policy guidance regarding the City's retail positioning, market opportunities, and potential actions and incentives to sustain and improve the City's retail health. David is currently working with Dublin's Economic Development staff regarding redevelopment and investment opportunities at major shopping centers in the Downtown area. **Tawni Sullivan** will provide advisory services regarding life science development and investment opportunities. Tawni has decades of experience focused on life science from a tenant and property owner perspective through her work at CBRE, Alexandria Real Estate Equities, and CAC Real Estate Management.

Detailed project qualifications for our team begin on page 33 of this proposal.

Approach and Methodology

The City of Dublin is in the enviable position of being a rapidly growing community with excellent transportation options, remaining greenfield land available for development—especially in the Fallon East Economic Development Zone—and ongoing interest in further infill development such as at Dublin Place shopping center. Much of the City's economic success can be attributed to the City's deliberate planning efforts and proactive economic development actions. With the current strategy now 12 years old, the time is right to examine the City's new opportunities and challenges considering post-COVID trends such as the ongoing shift toward experiential and specialty retail, rapid growth of the life science industry, and impacts on business and worker location preferences due to remote and hybrid work patterns.

Strategic Economics proposes an approach and methodology focused on providing the data, analysis, and community engagement processes that will result in a shared vision for the city's economy, an implementation-oriented shorter-term strategy, and an Economic Development Element that provides longer-term policies and implementation guidance. Based on our years of developing economic development strategies, we understand that gauging these challenges and opportunities requires a holistic, nuanced approach that combines quantitative and qualitative research and engagement methods. Key aspects of our approach and methodology include the following:

- **Draw on focused expertise for critical priority areas:** As described in our cover letter and the prior section of this proposal, our team was carefully structured to provide complementary areas of expertise that are critical to understanding Dublin's economic development opportunities and potential impactful actions. This expertise includes preparation of economic development strategies and elements, knowledge of the East Bay and Tri-Valley economies with a focus on industrial lands and the "innovation eco-system," experience working in Dublin and the Tri-Valley, and deep knowledge regarding the retail and life sciences industries and their real estate needs.

- **Identification of forward-looking economic growth opportunities in Dublin based on Tri-Valley, Bay Area, and national trends:** A "top-down" analysis of industry growth projections for the Tri-Valley area and the Bay Area as a whole will clarify which of Dublin's industry sectors are best positioned for future expansion. Analysis of Dublin's economy, demographics, labor force, and sales tax performance versus appropriate market and trade areas will clarify the City's competitive positioning given these trends and projections.

- **Identification of unique, place-specific opportunities within Dublin:** In contrast to the "top-down" analysis above, the City as a whole and its Downtown, Fallon East Economic Development Zone, and other specific plan areas should also be assessed through a place-based "bottom-up" subarea analysis to examine unique opportunities and constraints. Depending on data availability, this could include factors such as

employment composition and performance by industry, commercial and industrial real estate trends and development activity, retail performance, and unique opportunities or constraints based on commute access, development opportunities, and infrastructure needs. We will also assess the subarea opportunities associated with broader efforts by Innovation Tri-Valley, iGATE, East Bay EDA, and other organizations.

- **Establish a firm understanding of community and stakeholder needs and desires, and gather on-the-ground knowledge from local stakeholders:** Through topic-specific stakeholder interviews and community workshops, the Strategic Economics team will listen to and learn from Dublin business owners, stakeholders and residents to understand their needs and concerns, gathering local knowledge that could never be captured in a dataset. This philosophy will help us strengthen existing relationships, build trust in the process, and ultimately craft community-supported strategies. A balanced outreach strategy is proposed to learn community perspectives and priorities through industry-specific stakeholder focus group meetings, interactive community workshops, and collaborative work with City decision makers. We will work with City staff to co-produce community engagement strategies that are effective and far reaching.

- **Support change that enhances economic vitality, encourages growth and retention of innovative, cutting-edge industries, expands opportunities for local workers and residents, and sustains Dublin's fiscal health:** The Economic Development Strategy and Economic Development Element will reflect Dublin's competitive positioning, forward looking opportunities, and the consensus of the business community and community at large. The Strategic Economics team will engage in an iterative, collaborative process focused initially on refining strategies and policies that recognize the community's priorities, to be followed by development of specific implementation actions.

- **Leverage efficiencies in preparing the strategy and element simultaneously:** Our approach incorporates cost and time efficiencies made possible by the simultaneous preparation of the Economic Development Strategy Update and Economic Development Element Update. Our research, analysis, and engagement with the community and decision makers will thoughtfully combine the needs of both efforts in order to prevent duplicative work or meetings.

III. SCOPE OF WORK

Strategic Economics proposes the following scope of work to complete the Dublin Economic Development Strategy and Economic Development Element project. All "Schedule" dates assume that the project begins on approximately August 1st. Strategic Economics will adjust the schedule based on the actual project start date.

TASK 1: PROJECT KICKOFF AND MANAGEMENT

Subtask 1.1: Request and Review of Existing Data and Materials

Prior to the kickoff meeting, the Strategic Economics team will review background materials and work completed to date as listed in the RFP, including the existing council priorities, Economic Development Strategy and Element, Downtown Dublin Preferred Vision and Specific Plan, and Fallon Road Economic Development Zone incentives. Strategic Economics will also request relevant data from the City, including GIS shape files, business license data, transient occupancy tax data, sales tax data, recently completed market studies and other analyses, development projects information, currently tracked real estate data, etc.

Output: Data and document requests

Schedule: First 2 weeks of August

Cost: $2,305

Subtask 1.2: Kickoff Meeting and Site Visit

Strategic Economics, Greensfelder Real Estate Strategy (GRES), and Tawni Sullivan will attend an in-person project initiation meeting with City staff to review the scope of work, schedule of deliverables, and outreach meetings/process. The team will finalize the project sequencing and schedule through this discussion with City staff. After the meeting, the team will tour the city with City staff, with a special focus on Downtown, major shopping centers, major employment centers, and areas of development activity. City staff are assumed to determine the route and arrange transportation if necessary.

Output: Kickoff meeting agenda

Schedule: First week of August

Cost: $5,100

Subtask 1.3: Project Management and Communication

Strategic Economics staff and other consultant team members will participate in bi-weekly check-in calls with City staff (as necessary) to share project updates and findings, and to coordinate on issues such as data collection, outreach to stakeholders, project schedule, and preparation/review of findings and deliverables.

OUTPUT: CHECK-IN CALL AGENDAS

SCHEDULE: ONGOING THROUGHOUT PROJECT LIFE

COST: $3,050

TASK 2: ECONOMIC AND MARKET CONDITIONS AND OPPORTUNITIES ANALYSIS

SUBTASK 2.1: WORKFORCE, DEMOGRAPHICS, AND MAJOR INDUSTRIES ANALYSIS

Building on the 2012 Economic Development Strategy, stated council priorities, and our more recent work examining the East Bay and Tri-Valley economies, Strategic Economics will conduct an analysis of Dublin's significant industry sectors to gain an understanding of the performance of the City's industries. Strategic Economics will selectively analyze employment, industry, and business trends by examining local and regional trends and projections using a combination of California Employment Development Data (to be obtained by the City if possible, with the City responsible for associated costs charged by EDD), and/or City business license data (if available), and/or alternative sources such as JobsEQ data provided by the City's partners, and regional employment projections. These analyses will identify the city's strengths to gain an understanding of the types, composition, and performance of industries in Dublin. The task will also provide insights into Dublin's specific strengths and weaknesses relative to the region.

In order to connect these industry projections with local workforce conditions and demographics, Strategic Economics will analyze demographic and household characteristics of the Dublin population and workforce compared to the Tri-Valley area and the East Bay as a whole. We will also use U.S. Census LEHD data to examine commute patterns of residents and workers in Dublin.

The findings of these analyses will also be combined with the Commercial Real Estate Analysis subtask to describe the space needs for future business growth in Dublin, including the types of buildings, spaces, land uses, and developable land required to meet these needs.

OUTPUT: DATA AND FINDINGS FOR INCORPORATION IN THE SWOT SUMMARY, ECONOMIC DEVELOPMENT STRATEGY, AND ECONOMIC DEVELOPMENT ELEMENT

SCHEDULE: AUGUST THROUGH NOVEMBER

COST: $12,580

SUBTASK 2.2: COMMERCIAL REAL ESTATE MARKET ANALYSIS

In order to assess life science, office, and industrial tenanting opportunities and retail market conditions, Strategic Economics will combine the findings of the employment analysis with an assessment of market conditions and positioning of these uses in Dublin. Based on market and building-level data obtained via CoStar and local broker reports, Strategic Economics will examine Dublin's competitive performance versus the surrounding market area, development

activity, building types and conditions, and current major vacancies. This data analysis will be supplemented by interviews with area brokers to understand tenant attraction challenges and opportunities, both generally and for specific locations, development opportunity sites, and any major vacancies. Findings will include a focus on the alignment or misalignment of existing building stock and greenfield/infill development opportunities versus the needs of businesses in growing and expanding industry sectors. The analysis will include a particular focus on life science development opportunities, with advising by Tawni Sullivan.

Finally, Strategic Economics will evaluate the performance and economic contribution of Dublin's hotels through analysis of quantitative data such as market reports and transient occupancy tax revenues (provided by the City), and will conduct interviews with hotel operators.

OUTPUT: DATA AND FINDINGS FOR INCORPORATION IN THE SWOT SUMMARY, ECONOMIC DEVELOPMENT STRATEGY, AND ECONOMIC DEVELOPMENT ELEMENT

SCHEDULE: AUGUST THROUGH NOVEMBER

COST: $14,590

SUBTASK 2.3: RETAIL ANALYSIS, INCLUDING CELL PHONE DATA ANALYSIS

GRES, with support from Strategic Economics, will complete an in-depth retail analysis, evaluating on-the-ground local conditions and applying broader retail trends to identify opportunities and recommend strategies to support the occupancy and health of Dublin's retail-based businesses retail districts, shopping centers, and emerging mixed-use projects. Tasks will include:

- A citywide inventory of retail space, including analysis of CoStar data provided by Strategic Economics which will be verified through fieldwork observations;
- Identification of strengths and weaknesses for major retail centers and commercial districts;
- Identification of major chain or "brand retailers" that are doing well versus those that are at risk of closure;
- A retail gap and void sales tax leakage analysis to identify retail opportunities, based on sales tax and taxable sales data obtained by Strategic Economics via the City of Dublin and the California Department of Tax and Fee Administration;
- A summary of barriers and threats for Dublin's retailers and retail market;
- Recommendations for actions and policies to address barriers, attract and retain neighborhood retailers and reduce vacancies, activate marginal and vacant storefronts, and reposition major shopping centers in the City for re-tenanting or redevelopment into new uses or formats.

GRES will also obtain and analyze cell phone data that can show, among other things, the catchment from which various commercial/retail areas in the City draws customers. Identifying and confirming these traffic patterns can be helpful in developing strategies for

capturing "on my route" trips as well as for widening the catchment from which an area draws. In addition, obtaining data from which other key projects such as City Center in San Ramon or the Livermore Premium Outlets can help us establish the traffic patterns benefitting competing destinations, and develop strategies to attract businesses and shoppers that will make Dublin a more frequent destination. This work can be leveraged by Economic Development as part of a business attraction study, and our deliverable will outline ways this might be done.

OUTPUT: DATA AND FINDINGS FOR INCORPORATION IN THE SWOT SUMMARY, ECONOMIC DEVELOPMENT STRATEGY, AND ECONOMIC DEVELOPMENT ELEMENT

SCHEDULE: AUGUST THROUGH NOVEMBER

COST: $22,300

SUBTASK 2.4: SUBAREA ASSESSMENTS

Strategic Economics will profile and provide analysis of areas with significant current or planned concentrations of employment and business activity in Dublin. The analysis will examine:

- Subarea job locations and industry mix through mapping of major industry sectors.
- Building inventory through analysis of subarea commercial real estate data from CoStar.
- Stakeholder input regarding subarea trends, issues, and opportunities, gleaned from interviews with area brokers and stakeholders as part of the engagement activities.
- Assessment of retail and life science challenges and opportunities by GRES and Tawni Sullivan.

The results of these subarea analyses will then be used to identify the economic development opportunities represented at each area, and used to inform place-specific strategies and actions in the Economic Development Strategy and the goals, policies, and implementation measures in the Economic Development Element.

OUTPUT: DATA AND FINDINGS FOR INCORPORATION IN THE SWOT SUMMARY, ECONOMIC DEVELOPMENT STRATEGY, AND ECONOMIC DEVELOPMENT ELEMENT

SCHEDULE: OCTOBER THROUGH NOVEMBER

COST: $6,450

SUBTASK 2.5: SWOT SUMMARY

Based on the findings of subtasks 2.1 through 2.4, as well as the qualitative input received through stakeholder engagement activities in Task 6, the Strategic Economics team will develop a summary of strengths, weaknesses, opportunities, and threats ("SWOT") for

attracting, retaining, and growing different categories of businesses in Dublin that will maintain the City's long-term economic health.

The SWOT will differentiate findings relevant to the shorter term strategy versus longer term Economic Development Element, and will include preliminary high-level recommendations for addressing challenges and leveraging opportunities. The SWOT will include relevant data as necessary to explain the findings, although the full write-up of the technical analyses will ultimately be provided as part of the Economic Development Strategy itself.

OUTPUT: SWOT SUMMARY (ADMIN DRAFT AND FINAL DRAFT)

SCHEDULE: LATE-OCTOBER THROUGH NOVEMBER

COST: $7,465

TASK 3: PRELIMINARY RECOMMENDATIONS AND DOCUMENT FRAMEWORKS

The Strategic Economics team will prepare draft document frameworks for the Economic Development Strategy and the Economic Development Element. The frameworks are intended as a means of efficiently vetting and refining recommendations for the Economic Development Strategy and Economic Development Element prior to authoring the comprehensive documents (and/or while background content is being authored for the strategy). The frameworks will be used to receive and incorporate guidance by City stakeholders, staff, and decision makers. The respective frameworks will be designed for simultaneous review in order to illustrate connections between shorter term strategies and longer term policies.

SUBTASK 3.1: ECONOMIC DEVELOPMENT STRATEGY FRAMEWORK DRAFTS

Strategic Economics will incorporate the results of the Economic and Market Conditions and Opportunities analyses and stakeholder interviews to draft an initial document outline for review by City staff that includes potential goals, objectives, strategies, priorities, illustrative examples of implementation actions, and potential performance indicators for inclusion in the Economic Development Strategy. Two drafts of the framework will be provided.

OUTPUT: TWO ECONOMIC DEVELOPMENT STRATEGY FRAMEWORK DRAFTS

SCHEDULE: LATE-NOVEMBER THROUGH MID-JANUARY

COST: $7,785

SUBTASK 3.2: ECONOMIC DEVELOPMENT ELEMENT FRAMEWORK DRAFTS

Strategic Economics will incorporate the results of the Economic and Market Conditions and Opportunities analyses and stakeholder interviews to draft an initial document outline for review by City staff that includes potential goals, policies, and corresponding preliminary examples of implementation programs for inclusion in the Economic Development Strategy. Two drafts of the framework will be provided.

OUTPUT: TWO ECONOMIC DEVELOPMENT ELEMENT FRAMEWORK DRAFTS (8 HARDCOPIES AND 1 ELECTRONIC COPY OF EACH DRAFT)

SCHEDULE: LATE-NOVEMBER THROUGH MID-JANUARY

COST: $8,095

TASK 4: ECONOMIC DEVELOPMENT STRATEGY

SUBTASK 4.1: ECONOMIC DEVELOPMENT STRATEGY ADMIN DRAFTS 1-3

Based on feedback on the document framework from city community members, decision makers, and staff, Strategic Economics will prepare an Administrative Draft of the Economic Development Strategy with an implementation work plan matrix that describes implementation actions, responsibilities, timing, and metrics for measuring progress.

The strategy will describe relevant economic context, projections, indicators, SWOT findings, goals, objectives, and the strategies, tools and partnerships necessary to support Dublin's economic vitality and encourage commercial development at infill and greenfield opportunity sites. The strategy will also include review of the successes achieved under the previous strategy, and description of how and why this strategy differs while building on the prior strategy's successes. The strategy will incorporate subarea-focused strategies related to places with significant economic and business activity or planned growth in Dublin, including Downtown Dublin and the Fallon East Economic Development Zone.

Strategic Economics will provide up to three total administrative drafts of the strategy in response to clear and comprehensive City staff direction on each draft.

OUTPUT: 3 ADMINISTRATIVE DRAFTS OF THE ECONOMIC DEVELOPMENT STRATEGY

SCHEDULE: MID-JANUARY THROUGH MID-MARCH

COST: $17,285

SUBTASK 4.2: PUBLIC DRAFT ECONOMIC DEVELOPMENT STRATEGY

Upon staff review and feedback on the administrative drafts of the Economic Development Strategy, Strategic Economics will provide a Public Draft for review and comment by community stakeholders and the City Council. Per Task 6, Strategic Economics will present this draft to the City Council at a council meeting or study session.

OUTPUT: PUBLIC DRAFT OF THE ECONOMIC DEVELOPMENT STRATEGY

SCHEDULE: LATE-MARCH THROUGH EARLY-APRIL

COST: $2,925

SUBTASK 4.3: FINAL DRAFT ECONOMIC DEVELOPMENT STRATEGY

Based on input received on the Public Draft strategy Strategic Economics will make final revisions and provide a Final Draft for potential adoption by the Dublin City Council.

OUTPUT: FINAL DRAFT OF THE ECONOMIC DEVELOPMENT STRATEGY

SCHEDULE: LATE-APRIL THROUGH LATE-MAY

COST: $2,925

TASK 5: ECONOMIC DEVELOPMENT ELEMENT

SUBTASK 5.1: ECONOMIC DEVELOPMENT ELEMENT ADMIN DRAFTS 1-3

Concurrent with preparation and staff reviews of the Economic Development Strategy, Strategic Economics will also prepare and provide up to three admin drafts of the Economic Development Element. The element will provide relevant background information, with a focus on longer-term considerations such as major fixed economic development assets (infrastructure and location attributes), anchors (institutions), broader industry trends, and development and redevelopment opportunities. The element will include goals, policies, implementation programs, and implementation phasing. The admin drafts will incorporate illustrative and informative proposed graphics, exhibits, and photographs (with any photographs to be provided by the City of Dublin). The language and format of the element will be designed to maintain consistency with other General Plan elements and their contents. Up to three administrative drafts will be provided, incorporating subsequent rounds of clear and comprehensive City staff direction on each draft.

OUTPUT: 3 ADMINISTRATIVE DRAFTS OF THE ECONOMIC DEVELOPMENT ELEMENT (8 HARDCOPIES AND 1 ELECTRONIC COPY OF EACH DRAFT)

SCHEDULE: MID-JANUARY THROUGH MID-MARCH

COST: $12,695

SUBTASK 5.2: PUBLIC DRAFT ECONOMIC DEVELOPMENT ELEMENT

Upon staff review and feedback on the Administrative Drafts, Strategic Economics will revise and provide a Public Draft for review by the City Council and community stakeholders. Per Task 6, Strategic Economics will present this draft to the City Council at a council meeting or study session.

OUTPUT: PUBLIC DRAFT ECONOMIC DEVELOPMENT ELEMENT (8 HARDCOPIES AND 1 ELECTRONIC COPY)

SCHEDULE: LATE-MARCH THROUGH EARLY-APRIL

COST: $2,290

SUBTASK 5.3: FINAL DRAFT ECONOMIC DEVELOPMENT ELEMENT

Based on input received on the Public Draft element, Strategic Economics will make final revisions and provide a Final Draft for potential adoption by the Dublin City Council.

OUTPUT: FINAL DRAFT ECONOMIC DEVELOPMENT ELEMENT (40 HARDCOPIES, 1 PHOTO READY COPY, 1 ELECTRONIC COPY)

SCHEDULE: LATE-APRIL THROUGH LATE-MAY

COST: $2,390

TASK 6: STAKEHOLDER AND DECISION MAKER ENGAGEMENT

The Strategic Economics team proposes a robust stakeholder and decision maker engagement process. Activities include regular check-ins with City staff, focus group meetings with groups representing different industries and business interests, general community workshops, and meetings and study sessions with the City Council and potentially the Planning Commission. The engagement process is designed to meet the needs of the Economic Development Strategy Update and Economic Development Element simultaneously.

SUBTASK 6.1: PROGRESS MEETINGS WITH CITY STAFF

The Strategic Economics team will conduct virtual meetings with City staff on a bi-weekly basis as needed. These meetings will be used to coordinate schedule and activities, plan upcoming events and meetings, share interim results and findings, and discuss staff input and feedback on work products.

OUTPUT: MEETING AGENDAS AND NOTES

SCHEDULE: THROUGHOUT PROJECT LIFE

COST: $3,770

SUBTASK 6.2: INDUSTRY AND STAKEHOLDER FOCUS GROUP WORKSHOP MEETINGS

Strategic Economics will facilitate a series of up to six in-person (if clustered on one or two specific days) or virtual stakeholder group meetings. The stakeholders will be defined in close coordination with City staff, but could potentially include: representatives of key industries such as retail/restaurants, advanced manufacturing, and life science; leadership and members of the Chamber of Commerce, brokers and developers, and City staff. In addition to

gathering qualitative information and answering key questions raised in the RFP, the stakeholder groups will help to build support for the Economic Development Strategy and Element and achieve "buy-in" from community leaders. Members of the Strategic Economics team will facilitate each of the meetings (as appropriate based on areas of expertise), formulating specific topics and questions with the goal of gathering required information and generating ideas for potential strategies. It is assumed that City staff will contact all stakeholders to schedule and coordinate the meetings.

OUTPUT: MEETING AGENDAS AND NOTES

SCHEDULE: MID-AUGUST THROUGH MID-SEPTEMBER

COST: $12,345

SUBTASK 6.3: COMMUNITY WORKSHOPS AND SUMMARIES

The SE team will prepare for and execute up to two (2) community workshops to discuss topics related to the economic development strategy and element. These workshops are currently envisioned to occur in person, but can also be occur virtually. The first workshop will focus on general community priorities, vision, and areas of interest. The second workshop will be used to vet the contents of the Economic Development Strategy and Element. Both workshops will include a targeted outreach effort to property owners, managers, developers, and residents to receive their input. Workshop responsibilities include:

- Strategic Economics will work with the project team to prepare an overall purpose, approach, objective and anticipated outcome of the community workshops.
- Strategic Economics will prepare meeting materials including agendas, sign-in sheets and assist with interactive activities.
- Strategic Economics will facilitate the workshops, with additional facilitation support by City staff.
- City staff will coordinate meeting location logistics (e.g., room, seating, a/v equipment, refreshments) and send invitations.
- Strategic Economics will assist with meeting logistics including room set up and break-down.
- Strategic Economics will prepare summary notes.

OUTPUT: WORKSHOP AGENDAS, MATERIALS, AND SUMMARY NOTES

SCHEDULE: MID-OCTOBER AND MID-JANUARY

COST: $15,210

SUBTASK 6.5: BOARD MEETINGS AND STUDY SESSIONS

Strategic Economics will prepare for, attend, and facilitate up to three "board" meetings or study sessions to inform the development of the Economic Development Strategy and

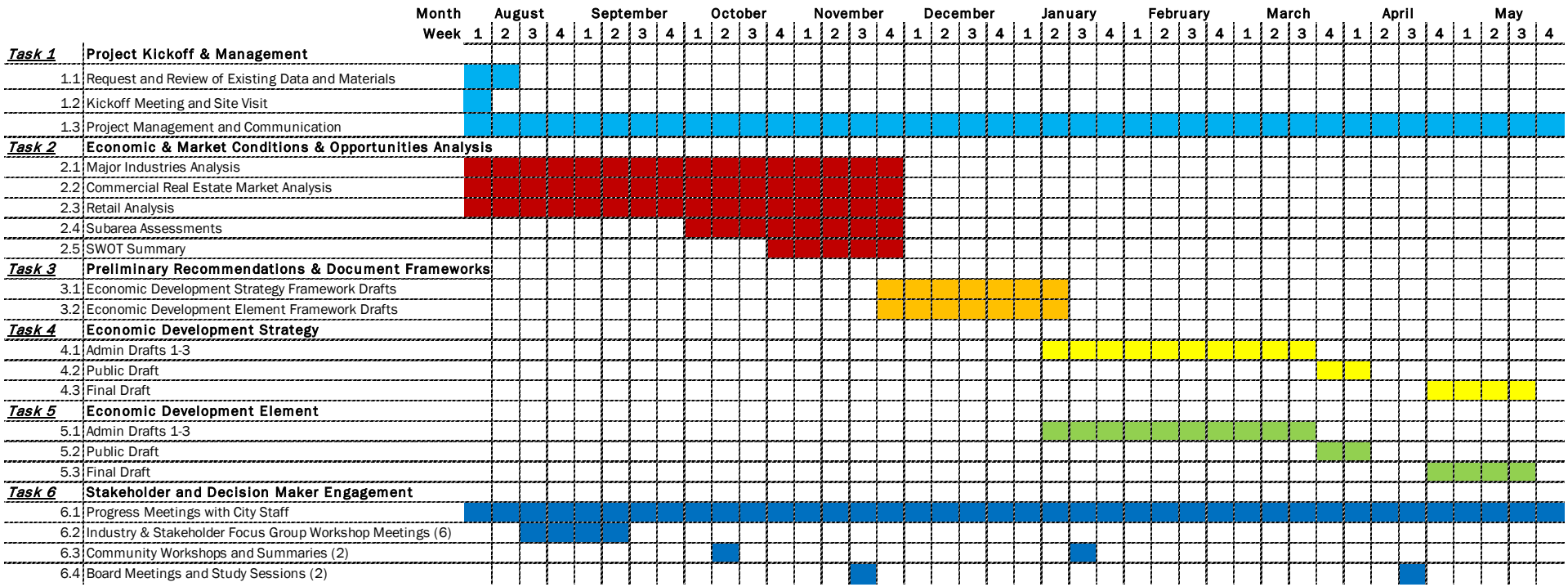
Element (GRES will attend one meeting). The meetings may include City Council or Planning Commission hearings. Strategic Economics will work with City staff to determine, based on project needs, whether to schedule study sessions or include project topics as a regular meeting calendar item. A first meeting could occur as the analytical tasks are concluded and will be used to report findings, refine vision, priorities, and areas of concern/interest, and gather feedback on preliminary recommendations. Another meeting could be used to gather direction on the public draft economic development strategy and element documents.

OUTPUT: REVIEW OF STAFF REPORTS, MEETING AGENDAS, MEETING SLIDES, MEETING NOTES

SCHEDULE: MID- TO LATE-NOVEMBER (TENTATIVE), MID-APRIL (TENTATIVE)

COST: $13,720

IV. PROPOSED SCHEDULE



Schedule is subject to refinement and change in agreement with the City of Dublin
Schedule will be adjusted to reflect actual project start date

V. PERSONNEL, EQUIPMENT, AND FACILITIES

Brief bios are shown below for all Strategic Economics staff assigned to the project. These are followed by full resumes for key leadership staff assigned to the project. Subconsultant bios and resumes begin on page 22 of this proposal.

DEREK W. BRAUN, PRINCIPAL, STRATEGIC ECONOMICS

Derek Braun has wide-ranging experience in the analysis of employment and industry trends, market opportunities and demand, the economic and fiscal impacts of development, and implementation and public financing strategies. With 15 years of experience at Strategic Economics, Mr. Braun's work includes preparation of economic development strategies for the cities of Milpitas, Ventura, Santa Cruz, Culver City, Alameda, Pleasanton, and the two-county East Bay region. Additionally, he has conducted industry analyses to guide a number of General Plan updates in California—including recent work in the life sciences hub of South San Francisco—and completed market analyses and fiscal and economic impact analyses for property development proposals and large plan areas.

Mr. Braun holds a Master of Planning degree from the University of Southern California, with a concentration in Economic Development. Mr. Braun also holds a Bachelor of Science degree in Management from Case Western Reserve University. He is currently serving his community as a San Francisco Planning Commissioner.

Derek Braun will serve as Principal-in-Charge and primary project manager for the Dublin effort, with responsibility for overall project direction, leadership of the consultant team, and day-to-day project management.

DENA BELZER, PRESIDENT, STRATEGIC ECONOMICS

Dena Belzer is the founder and President of Strategic Economics. Ms. Belzer has over 30 years of experience working on urban economic issues ranging in scale from regional growth strategies to individual development projects. Ms. Belzer's specializations include economic development, affordable housing strategies, and infrastructure funding and financing. Her work often includes blending multiple data sources to prepare multidimensional economic analyses. Ms. Belzer was a founding member of the Center for Transit Oriented Development and has worked as a practice area technical assistance expert for the U.S. Environmental Protection Agency and The U.S. Department of Housing and Urban Development. Ms. Belzer held the Cornish Chair in Regional Economics at the University of California, Berkeley 2019-2021.

Dena Belzer will serve as a project advisor for the Dublin effort, contributing knowledge and expertise from her ongoing work on the Industrial Land Use Implementation Toolkit for the East Bay EDA.

ARPITA BANERJEE, ASSOCIATE, STRATEGIC ECONOMICS

Arpita has a background in applied policy research, urban analytics, and planning information systems. Ms. Banerjee is currently completing analyses and policy development for the City of Ventura economic development strategy, and has contributed to economic, market, and financial feasibility analyses for area plan, general plan, and development project community benefits and feasibility assessments. As a researcher with the University of Illinois, she analyzed large government datasets to reveal economic and housing impacts of the Covid-19 pandemic on the arts ecosystem in Illinois. With Illinois Extension, she developed a reproducible disaster resilience toolkit for rural communities containing an interactive data dashboard and planning information library for all counties in IL. Arpita holds a Master of Urban Planning from the University of Illinois, Urbana-Champaign (2022) and a Bachelor of Urban Planning from the School of Planning and Architecture, New Delhi (2018).

Arpita Banerjee will serve as lead analyst and assistant project manager for the Dublin effort.

GUS STEPHENS, RESEARCH ANALYST, STRATEGIC ECONOMICS

Gus Stephens comes to Strategic Economics with a background in urban sociology, GIS, and data analysis. His work at Strategic Economics leverages his geospatial analysis skills to identify and communicate critical conditions and trends—including in his interest areas of transit-oriented development and illustrating unmet community needs. Before joining Strategic Economics, Gus worked and interned at public, private, and nonprofit organizations where he gained project management, policy analysis, and bilingual (Spanish-English) interviewing skills. Gus holds a Bachelor of Arts in Sociology from Brown University, where he specialized in Urban Sociology and Migration and Immigration. For his honor thesis, he mapped access to social and public spaces via public bus transit in Providence, Rhode Island.

Gus Stephens will serve as a data and geospatial analyst for the Dublin effort.

STRATEGICECONOMICS

Derek Braun
Principal

Education
Master of Planning
University of Southern California

Bachelor of Science, Management
Case Western Reserve University

Professional Experience
Associate I, II, Senior Associate (2008-2021)
Strategic Economics, Berkeley, CA

Memberships and Distinctions
Planning Commissioner
City and County of San Francisco

Member, SPUR San Francisco

Member, Urban Land Institute

510-647-5291 x 112
dbraun@strategiceconomics.com

Derek Braun specializes in managing analyses of market opportunities and demand, employment and industry trends, development feasibility, and the economic and fiscal impacts of development and transit investments. With over 15 years of experience at Strategic Economics, Mr. Braun has performed economic and market analyses and provided strategic guidance to clients in a wide variety of market contexts across the United States.

Selected Projects

East Bay Forward, *Alameda and Contra Costa County, CA; 2021*
The East Bay Economic Development Alliance hired Strategic Economics to prepare a strategic plan to help this major region within the San Francisco Bay Area recover from the COVID-19 pandemic and grow with a focus on economic innovation, inclusive workforce opportunities, and a particular focus on small and minority owned businesses. Mr. Braun managed this project, which included economic and workforce data analysis, multiple focus group meetings, and reviewing existing reports. The plan's strategies build on the region's economic assets, provide guidance on post-pandemic "pivots" and long-term growth opportunities, and address place-based strategies for assisting small minority business owners, better workforce connections, and growing jobs.

Milpitas Economic Development Strategy, *Milpitas, CA; 2020*
As project manager, Mr. Braun oversaw analyses of industries and employment, market positioning, workforce opportunities, and entrepreneurship, with a focus on the city's large concentration of advanced manufacturing businesses. These analyses and substantial community and business stakeholder outreach were then used to create a new Economic Development Strategy and work plan to guide the City's economic development efforts.

Alameda COVID-19 Pandemic Economic Recovery Strategy, *Alameda, CA; 2021*
Mr. Braun managed work with an economic recovery task force in the City of Alameda, including research into topic- and industry-specific impacts and case studies. He led task force meetings and developed the City's economic recovery strategy. Mr. Braun also managed previous work on the City's economic development strategic plan, which included community meetings and stakeholder engagement, and close work with a citizen task force to develop the plan's strategies and implementation actions.

Santa Cruz Economic Development Strategy, *Santa Cruz, CA; 2021*
As project manager, Mr. Braun oversaw analyses of the unique mix of industries, retail and other commercial market conditions, and major employment subareas within the City of Santa Cruz. These analyses are informing the creation of a new Economic Development Strategy and work plan to guide the City's economic development efforts, including COVID-19 pandemic recovery strategies.

Culver City Economic Development Implementation Plan, *Culver City, CA; 2020*
Mr. Braun was the project manager for the Culver City Economic Development Implementation Plan. He managed the technical employment analysis, with a focus on the city's burgeoning creative tech economy and resulting demand for creative office space in former industrial districts. He also worked closely with City staff and the Economic Development Subcommittee of the City Council to develop implementation actions and identify opportunity sites for new commercial development, including office and hotel uses.

Rancho Cucamonga General Plan Update and Economic Development Strategic Plan, *Rancho Cucamonga, CA; 2021*
Mr. Braun was Principal-in-Charge for providing recommendations for updates to the City's Economic Development Strategic Plan. A major focus of the Plan update recommendations entailed assisting the City in preparing for major new transit projects that have been proposed in Rancho Cucamonga so that it can capitalize on the economic benefits of these investments. This strategy recommendations built off of several other components of Strategic Economics' work on the Rancho Cucamonga General Plan, including background market and economic reports, a financial feasibility study of residential and office development, and a fiscal impact analysis.

Alameda Economic Development Strategic Plan, *Alameda, CA; 2017*
Mr. Braun was project manager for the City of Alameda's economic development strategy. The work included an in-depth market and economic analysis that assessed employment composition and trends to determine the City's key industry sectors, competitive positioning within the East Bay region, and implications for the strength of Alameda's commercial and industrial real estate market. The plan identified strategic actions designed to attract additional investment while addressing Alameda's workforce needs.

Moffett Park Specific Plan, *Sunnyvale, CA; Ongoing*
Mr. Braun is serving as project manager for market, economic, financial feasibility, community benefits, and fiscal analyses to inform the creation of a new specific plan in this employment district in the heart of Silicon Valley. The analyses examine the potential for growth of office, retail, and residential uses in this in-demand location, while also maintaining economic diversity through growth or preservation of existing industrial uses.

South San Francisco General Plan Update, *South San Francisco, CA; Ongoing*
Mr. Braun managed analyses of housing conditions, residential displacement vulnerability, and economic, market, fiscal, and financial feasibility analyses. The findings of these analyses are being used to inform policies around housing affordability and balancing strong demand for biotech uses against the need for housing and the valuable role of existing warehouse and distribution facilities. Mr. Braun is currently developing economic development policies for the General Plan.

Downtown Oakland Specific Plan, *Oakland, CA; 2015-Ongoing*
Mr. Braun managed analyses and policy contributions for this new specific plan in a dense and rapidly-changing area. His work included market analysis, examination of Downtown's role as an economic engine for the City, assessments of affordable housing conditions and needs, and analysis of the fiscal contributions generated by existing land uses and potential types of new development. Mr. Braun is developing economic development and housing strategies that fulfill the plan's strong vision of a Downtown that equitably serves the needs of all Oakland residents.

East Whisman Precise Plan, *Mountain View, CA; 2019*
Mr. Braun managed economic, market, and fiscal analyses for this plan guiding the transition of a Silicon Valley office center to a mixed-use residential and employment district. Subsequent financial feasibility analyses support the creation of a community benefits strategy incentivizing office development projects to contribute additional benefits in exchange for "bonus" density.

SLO Forward Retail Sales Analysis, *San Luis Obispo, CA; 2018-2019*
Mr. Braun was project manager for this analysis of retail sales to provide data related to a citywide sales tax measure. The study analyzed sales tax revenue by category and sources of retail demand to determine the share of spending attributable to city residents, region residents, workers, and visitors, both citywide and in subareas of the city.

Tasman East Specific Plan, *Santa Clara, CA; 2018*
Mr. Braun conducted a market assessment for the Tasman East area in Santa Clara to provide direction for the Plan's land use program. The market assessment provided detailed information about the land uses, building heights, unit sizes, and parking solutions that were most likely to meet market demand and be financially feasible. He also completed fiscal analysis that measured the impact of new development on the City's General Fund and authored funding and financing strategies

STRATEGICECONOMICS

Dena Belzer
President

Dena Belzer is the founder and President of Strategic Economics. Ms. Belzer has over 30 years of experience working on urban economic issues ranging in scale from regional growth strategies to individual development projects. Ms. Belzer's specializations include, economic development, affordable housing strategies, and infrastructure funding and financing. Her work often includes blending multiple data sources to prepare multidimensional economic analyses. Ms. Belzer was a founding member of the Center for Transit Oriented Development and has worked as a practice area technical assistance expert for the U.S. Environmental Protection Agency and The U.S. Department of Housing and Urban Development. Ms. Belzer held the Cornish Chair in Regional Economics at the University of California, Berkeley 2019-2021.

Education
Master of City Planning
University of California, Berkeley

Bachelor of Arts, Psychology
Pitzer College

Professional Experience
Principal, Bay Area Economics
(1987-1998)

Associate Planner, Sedway Cooke Associates
(1983-1987)

Memberships and Distinctions
Cornish Chair of Regional Planning, University of California, Berkeley. 2019-2021

Lambda Alpha International

Urban Land Institute (ULI)

American Planning Association (APA)

President, Board of Directors for Community Economics, Inc.

Selected Publications
Transit and Regional Economic Development, 2011

TOD and Employment, 2011

CDFI's and TOD, 2010

Contact
(510) 647-5291 x 108
dbelzer@strategiceconomics.com

Selected Projects

Industrial Land Use Toolkit, Alameda and Contra Costa Counties, California, 2022-ongoing
Working with the East Bay Economic Development Alliance, Strategic Economics is preparing a toolkit to provide public and private partners with implementable techniques for supporting economic innovation in the East Bay. Ms. Belzer is leading this effort which has included extensive data analysis, a literature review, case studies, stakeholder interviews, and focus group discussions. The initial deliverable for this project provides a snapshot of industrial growth trends and real estate market conditions and the final deliverable will be a toolkit website.

East Bay Forward, *Alameda and Contra Costa County, 2021*
The East Bay Economic Development Alliance hired Strategic Economics to prepare a strategic plan to help this major region within San Francisco Bay Area recover from the COVID-19 pandemic. The plan's strategies will build on the region's economic assets, provide guidance on post-pandemic "pivots", and address place-based strategies for assisting small minority business owners, making better work force connections, and growing jobs areas in underserved areas. Ms. Belzer was the Principal in Charge of this effort.

Spatial Analysis of the HayWired Earthquake Scenario, *San Francisco Bay Area, California, 2017-2018*
Strategic Economics was retained to evaluate the spatial impacts of the HayWired scenario prepared by the USGS to estimate the full range of damages that could result from a Mw 7.0 earthquake and rupture of the Hayward Fault. Ms. Belzer led this spatial analysis which included 2,388 tracts and the potential impacts to both residential and commercial structures.

North Coyote Valley Jobs Analysis, *San Jose, CA, 2020*
San Jose's Envision 2040 General Plan, adopted in 2014, has a major focus on economic development. In 2019, staff retained Stratgic Economics to evaluate if the Plan could meet its 2040 employment targets if the land designated for future employment growth in North CoyoteValley (NCV) was redesignated from Industrial Park to Open Space. Ms. Belzer, supported by her staff, conducted an analyis of the City's employment trends by subarea, industry type, and buidling type and matched these trends against future employment projections. This analysis indicated that San Jose will continue to thrive without the NCV land supply.

STRATEGICECONOMICS

Arpita Banerjee
Associate

Education
Master of Urban Planning,
University of Illinois Urbana-Champaign (UIUC)

Bachelor of Planning,
School of Planning and Architecture,
Delhi (India)

Professional Experience
Researcher - Academic Hourly,
A Disaster Planning Integration Toolkit for Rural Illinois,
Illinois Extension

Graduate Research Assistant,
Arts Impact Initiative,
College of Fine and Applied Arts, UIUC

Graduate Teaching Assistant,
Urban Informatics II,
Department of Urban and Regional Planning, UIUC

Selected Publications
"The status of artists and creative Workers." Issue Brief. College of Fine and Applied Arts. University of Illinois Urbana-Champaign. 2021.

"The Artist Labor Force: a statistical look at Illinois in the contexts of the US." Issue Brief. College of Fine and Applied Arts. University of Illinois Urbana-Champaign. 2021.

Distinctions
Diversity and Inclusion Fellow 2021-22,
Association of Collegiate Schools of Planning (ACSP)

Contact
510-647-5291 x107
abanerjee@strategiceconomics.com

Arpita Banerjee has a background in applied policy research, urban analytics, and planning information systems, with skill in translating in-depth data analysis into actionable policy recommendations. Her recent work at Strategic Economics includes analysis of parking strategy impacts on retail businesses in Gilroy, a literature review of innovative parking funding tools, and market and economic analyses for area plans and economic development strategies.

Selected Projects

Ventura Economic Development Strategy, *Ventura, CA; Ongoing*
As lead analyst, Ms. Banerjee is completing employment, market, sales tax, transient occupancy tax, and a variety of other data analyses to assess the City of Ventura's economic and market positioning and opportunities to attract additional business investment and activity.

Gatekeeper Projects Community Benefits Analysis, *Redwood City, CA; Ongoing*
Ms. Banerjee is assisting with the review of community benefits proposed by various applicants requesting General Plan Amendments and Downtown Precise Plan Amendments through a Gatekeeper process in Redwood City. The effort includes market research, estimating costs of city permits and fees, and interviewing local developers to establish appropriate assumptions for development costs.

East Palo Alto Ravenswood Business District Plan Update,
East Palo Alto, CA; Ongoing
Ms. Banerjee conducted analyses supporting updates to this specific plan for an area experiencing intense development interest for office and life science uses. Her work included an analysis to assess existing and potential developer contributions for fee revenue and a fiscal impact analysis to examine General Fund net revenue impacts from growth in the preferred plan.

NFTA-Metro Comprehensive TOD Planning Implementation,
Buffalo, NY; Ongoing
Ms. Banerjee is assisting with the analysis of land banks and TOD funds across the country to identify how the Greater Buffalo region could use a TOD fund to support affordable housing development along the region's MetroRail expansion. Her efforts include participation in meetings and discussions with innovative organizations and analyzing publicly owned vacant parcels near the transit corridor to identify opportunities for TOD fund-related interventions.

LA Union Station Strategic Advisory,
Los Angeles, CA; 2022
Ms. Banerjee assisted with developing an understanding of how infrastructure decisions influence overall development plans and economic opportunities, especially around transit stations. The effort included developing case studies of various transit centers and railway stations to understand strategic market elements, the nexus between land-use and transportation and innovative value capture mechanisms.

VI. SUBCONSULTANTS

DAVID GREENSFELDER, GREENSFELDER REAL ESTATE STRATEGY

David Greensfelder, named a Top Retail Influencer for 2021 by GlobeStreet, is the founder and Managing Principal of Bay Area-based Greensfelder Real Estate Strategy. David is a specialist in economic development and redevelopment planning, retail resiliency, understanding retail opportunities by differentiating between commodity and specialty retail, and analyzing the impacts of competing retail channels on bricks-and-mortar storefronts. David recently authored the Market Analysis chapter for *Building Small – A Handbook for Real Estate Entrepreneurs, Civic Leaders, and Great Communities* (ULI, 2021), the Retail Revolution and Retrofit chapter for *Brownfields and Economic Development* (McFarland, April, 2021), and the Retail and Last Mile narrative in ULI-pwc's *2019 Emerging Trends in Real Estate* where he discussed how influencers, platforms, an evolving landlord-tenant relationship, a new equilibrium between retail and other product types is reshaping the retail landscape, and how the "last mile" is the least understood and biggest force impacting all product types. David serves on National Academy of Sciences NCHRP research panels as an urban economics and last-mile expert including a current study on *Last Mile Implications for 21st Century Communities' Land Use, Design, and Transportation Systems*. David has driven more than 325 development projects spanning 6.5 million SF and a finish market value estimated at over $1.25 billion.

David frequently lectures at UC Berkeley's Fisher Center for Real Estate and Urban Economics and MRED+D programs (where he is a Distinguished Visiting Fellow), the Haas Graduate School of Business, at USC's Lusk Center for Real Estate Development, and teaches ULI's Mixed-use Development Best Practices Professional Development program. He is a Director of Satellite Affordable Housing Associates and the Center for Creative Land Recycling, is an active ULI member (Urban Revitalization Council, Advisory Services, Education programs, and UrbanPlan and UP4PO steering committee, instructor, and trainer), and ICSC's P3 National Steering Committee. David graduated from Pitzer College (The Claremont Colleges) with a degree in Business Economics, and the SciARC Foundation Program.

David Greensfelder will lead analysis and advisory work related to retail conditions and opportunities for the Dublin effort.

TAWNI SULLIVAN, COMMERCIAL REAL ESTATE SPECIALIST

Tawni Sullivan is a veteran of over 30+ years in the Commercial Real Estate industry, including a focus on the life sciences industry. She is a strategic thinker, while driving the mission of an organization for exceptional outcomes for both the Client and Tenants. Tawni is an inspirational leader, helping others extend their thinking, and able to drive material business advantages. She supports a culture that fosters collaboration, engaging a Leadership team to inspire people to do their best work, and then ensuring everyone has the tools and training to gain successful results. Her responsibilities to an organization also include mitigating risk and ensuring a monetary return. Past experience has included Alexandria Real Estate Equities, developer of worldclass Life Science assets. Prior to joining ARE, Tawni served as the Associate Managing Director - Asset Services at CBRE, and prior, as the Vice President of CAC Real Estate Management Co., Inc., both of whom are engaged to provide services for institutionally backed financing of many sectors of real estate, including office, industrial, retail, tech and life sciences."

Tawni dedicates her time as the Chair of CREATE, an alliance with NAIOP, IREM, and BOMA Oakland East Bay which is committed to developing a workforce for the future of Commercial Real Estate.

Tawni Sullivan will provide expert advisory services related to commercial real estate opportunities and policies, especially regarding the life sciences industry.

QUALIFICATIONS, SIGNIFICANT PROJECTS, AND CLIENTS

ABOUT GREENSFELDER REAL ESTATE STRATEGY

Greensfelder Real Estate Strategy works across North America providing strategic planning, market analytics and location intelligence, and real estate development services to communities, institutions and investors, and occupiers where there is a nexus between commercial districts and retail, and urban planning and economics. Always focused on practical solutions and implementation, GRES pioneered Retail Resilience™, a quadruple bottom-line discipline for creating lasting retail vitality, and dynamic, flexible, and adaptable retail strategies and recommendations for communities, owners, and retailers. GRES significant assignments include developing comprehensive retail and economic development strategies for San Jose, California's Citywide and Downtown Retail Studies (winner of the APA California Northern Section 2020 Urban Design Award of Excellence), Boulder, Colorado's Citywide Retail Strategy, Washington, DC's central business district C19 resilience strategy, large scale mixed-use project implementation plans in Honolulu and Silicon Valley, market strategies for retailers and REITs such as a Bronzeville (Chicago, IL) retail positioning plan, and repositioning programs for "dead" malls including Cupertino's Vallco Fashion Square, Newark's NewPark Mall, Honolulu's Windward Mall, and West Des Moines' Valley West Mall. Having driven more than 325 development projects spanning 6.5 million SF and a finish market value estimated at over $1.25 billion, GRES frequently advises on mixed-use project implementation, land-use and entitlement consulting, and occupier services (both mature and pre-IPO emerging companies). Managing Principal David Greensfelder, named a Top Retail Influencer by GlobeStreet in 2021, is a specialist in economic development and redevelopment planning, retail resiliency, understanding retail opportunities by differentiating between commodity and specialty retail, and analyzing the impacts of competing retail channels on bricks-and-mortar storefronts. More information is available at www.greensfelder.net.

PRIMARY CONSULTING AREAS and THOUGHT LEADERSHIP

- **Economic Development Strategy including Retail Resilience™ and Sustainability**
  - Large and small-scale strategic planning, and implications for communities
  - Multichannel and omnichannel retail and impacts on bricks-and-mortar retail
  - Emerging trends, market analysis, market entry, location intelligence
  - Thriving downtown districts
  - Commodity and specialty retail differential analysis, and applications to district/project positioning
- **Transformative Real Estate Planning and Strategy**
  - Redevelopment planning
  - Managing sales tax impacts from an evolving retail marketplace
  - Mixed-use: best practices for integrating commercial uses in mixed-use environments
  - Positioning/repositioning and strategy for projects that once worked but now don't (including repositioning of "dead malls")
- **Owner's Representative (Program Management and Fee Development Services)**
  - Retail, office, and mixed-use projects
  - Location intelligence, due diligence and risk assessments, and development services
- **Expert Witness, Litigation Support, and Dispute Resolution** (please ask for details and references)

RECENT PROJECTS, PUBLICATIONS, AWARDS AND ONGOING RESEARCH

- David Greensfelder named a Top Retail Influencer for 2021 by GlobeStreet
- *Building Small – A Handbook for Real Estate Entrepreneurs, Civic Leaders, and Great Communities* Market Analysis chapter contributor (ULI, March, 2021)
- *Brownfields and Economic Development* Retail Revolution and Retrofit chapter contributor (McFarland, April, 2021)
- *Last Mile Implications for 21st Century Communities' Land Use, Design, and Transportation Systems*, National Academy of Sciences Transportation Research Board NCHRP 08-134 Project Advisory Panel
- National Cooperative Highway Research Program 08-134: *Integrating Freight Movement into 21st Century Communities' Land Use, Design, and Transportation Systems* (ongoing)
- APA California Northern Section 2020 Urban Design Award of Excellence for the San Jose Downtown Design Guidelines and Standards
- ULI/PwC *Emerging Trends in Real Estate 2019*, Author, Retail and Last Mile Distribution Trends Sections
- Interviews in and contributions to articles in the Los Angeles Times, Costar, Connect Media, Globe Street, Shopping Centers Today, Bisnow, Retailsphere, Real Perspectives Blog, and other industry publications.

SELECTED PROJECTS AND AWARDS, and REPRESENTATIVE CLIENT LIST

Economic Development and Redevelopment Planning Strategy … *for Communities*

- **Ascent Environmental** – Planning and economic development projects (team)
- **BAE Urban Economics** – Various economic development projects (team)
- **Belt Collins** – Economic and community development project (team)
- **Camoin Associates** – Economic studies (team)
- **City of Albany, California** – Economic Development Strategic Plan
- **City of Albuquerque** – On-call Planning Services Bench
- **City of Bellevue, Washington** – Citywide Retail Study and Strategy
- **City of Boulder, Colorado** – Citywide Retail Study
- **City of Calistoga, California** – Business and Retail Strategy Study (3 assignments)
- **City of Capitola, California** – Address regional mall competitiveness and reuse in changing retail landscape
- **City of Chicago, Illinois** – Bronzeville market analysis and risk/politics assessment
- **City of Chicago, Illinois Planning and Urban Design Division, Department of Housing and Economic Development** – Retail strategy
- **City of Cupertino, California** – Retail market/focus sites feasibility study and Vallco Mall redevelopment strategies for a general plan update, and ballot initiative (§9212) analysis
- **City of Dublin, California** – Downtown Specific Plan implementation; CC&R amendment and restatement
- **City of El Cerrito, California** – San Pablo Avenue PDA Specific Plan Update and Corridor Study
- **City of Foster City, California** – Commercial real estate market and opportunity site analysis
- **City of Fremont, California** – Irvington District Land Use Conversion Study; expert planning commission and city council testimony about pending mixed-use project applications
- **City of Indio, California** – Highway 111 Corridor Study Specific Plan
- **City of Kansas City, MO/KS MSA** – Retail market assessment and market entry study for a public REIT
- **City of Kansas City, Missouri** – North Loop ULI Advisory Services Panel
- **City of McKees Rocks, Pennsylvania** – Community Rebuilding ULI Advisory Services Panel
- **City of Lone Tree, Colorado** – Entertainment District Master Planning
- **City of Los Angeles, California** – Ventura-Cahuenga Boulevard Corridor Specific Plan Market Study, and DCP Economics On-call Bench

- **City of Los Banos, California** – Market entry study for a new Costco Warehouse
- **City of Milpitas, California** – Best practices for integrating commercial into mixed-use projects, and Milpitas Gateway/Main Street Specific Plan
- **City of Mineral Wells, Texas** – Community Plan and Economic Development Overview
- **Cities of Morgan City and Berwick, Louisiana** – Building the Foundation for a New Economy ULI Advisory Services Panel
- **City of Morgan Hill, California** – Economic Blueprint
- **City of Newark, California** – Regional mall repositioning and city-wide retail positioning
- **City of North Salt Lake, Utah** – Town Center Study
- **City of Oakland, California** – Broadway-Valdez Specific Plan peer review panel
- **City of Olympia, Washington** – Capital Mall Triangle Sub-area Plan
- **City of Pacifica, California** – On-call planning and economic development consulting
- **City of Pearland, Texas** – Citywide Retail Strategic Plan
- **City of Petaluma, California –** General Plan Update
- **City of Portland, Oregon –** Economic and Real Estate Analysis Bench
- **City of Provo, Utah** – Provo Town Center Mall evaluation and repositioning strategy
- **City of Redwood City, California** – Downtown retail and hospitality evaluation
- **City of San Carlos, California** – Downtown redevelopment project evaluation
- **City of San Francisco** – Planning and Mayor's Office Benches
- **City of San Jose, California** – Citywide Retail Study with Downtown and North SJ implementation strategies, and San Jose Flea Market Relocation
- **City of San Ramon, California** – Economic Development Specific Plan and General Plan updates
- **City of Santa Clara, California** – Corridor study and retail revitalization assessment; Downtown Precise Plan
- **City of Sunnyvale, California** – Economic Development Specific Plan
- **City of Taylorsville, Utah** – Commercial Centers Master Plan and Feasibility Study
- **City of Vacaville, California** – Downtown Specific Plan
- **City of Vancouver, Washington** – Commercial Corridors Strategy
- **City of Waukee, Iowa** – Waukee/Kettlestone Market Update
- **Cities of West Des Moines and Clive, Iowa** – University Avenue Corridor Study
- **City of Westminster, Colorado** – Citywide Retail Strategy and Master Plan
- **City of Winder, Georgia** – Downtown Plus Plan
- **Community Attributes** – Economic studies (team)
- **Confluence** - Various economic development and corridor studies (team)
- **County of Maui, Hawaii** – South Maui Community Plan
- **County of Ventura, California** – Channel Islands Harbor Visioning and Market Study
- **Estolano Advisors** – Economic Development and Master Planning (team)
- **First Carbon Solutions** – Economic Development Specific Plan and General Plan updates
- **Jon Stover & Associates** – Economic development and Main Streets
- **Leland Consulting Group** - Various economic development projects (team)
- **MIG** – Various economic development projects (team)
- **MTA/ABAG (SF Bay Area)** – Regional Planning Consulting Bench, and One Bay Area Plan retail task force advising on best practices for integrating commercial into priority development areas
- **Office of Hawaiian Affairs** – Kaka'ako Makai Retail Strategy
- **Port of San Francisco, California** – Pier 29 Cruise Terminal Feasibility Study and Business Plan
- **Raimi + Associates –** General Plans (team)

- **SACOG Civic Lab** – Sacramento-area commercial corridors study
- **Sargent Town Planning** – Visioning strategy and market feasibility study (team)
- **Site Works** – Field work and analysis for retail investment and redevelopment projects (various)
- **State of Hawaii Office of Hawaiian Affairs** – Kaka'ako Makai Retail Feasibility Study
- **State of Maine Department of Economic and Community Development** – Retail Trends and Domestic Exports Strategy Report
- **Strategic Economics** – Various economic development projects (team)
- **University of Hawaii at Manoa, Honolulu, Hawaii** – Real estate on-call bench
- **Urban Field Studio** – Various land planning, program development and economics projects (team)
- **Valley Transportation Authority (SF Bay Area)** – On-call economics and planning bench
- **Wasatch, Utah Regional Council/Utah Dept. of Transportation** – Land-use and economics on-call bench
- **Washington, DC** – Rock Creek West planning area housing affordability study ULI Advisory Services Panel
- **Washington, DC** – Central Business District COVID-19 Resiliency and Equity ULI Advisory Services Panel
- **WRT** – Various economic development projects (team)

Market and Location Intelligence, and Program and Development Management … *for Users*

- **AlterG, Inc.** – Retail prototype development, and market entry strategy and financial analysis
- **Catalyze, LLC** – Program management for C19 resilient office space in the San Francisco Bay Area
- **Community Foods Market** – "Food Desert" real estate market study, and program management overseeing development and opening of a community grocery store in Oakland, California
- **Crown Books** – Programmatic retail expansion development strategy and implementation
- **CVS/Health** – San Francisco Bay Area new market entry analysis, strategy, and implementation of programmatic new store development program; integration analysis for Long's Drug Stores acquisition
- **Decathlon** – U.S. market entry strategy for French sporting goods retailer
- **Eatzi's (Brinker International)** – Programmatic retail expansion development strategy and implementation
- **Group 4 Architecture Research and Planning** – Redevelopment program management
- **Halo Top Creamery** – Retail program and new store development and initial store rollout
- **High Tech Burrito** – Programmatic retail expansion development strategy and implementation
- **Longs Drug Stores** – Programmatic retail expansion development strategy and implementation
- **PG&E** – Retail potential analysis for conversion of a decommissioned brownfield site
- **Silicon Valley "Big 4" tech company** – Campus master plan feasibility study and master planning
- **Sungevity, Inc.** – Program management for 75,000 SF office HQ redesign and remodel, and out-of-state site location and 75,000 SF new facility development (winner of the Kansas City CSI's Excellence in Design Award, 2016)
- **TruLocal.com (Boss Holdings)** - Founding Advisor, Local Retail
- **Uniqlo (Fast Retailing)** – U.S. market entry strategy for Japanese clothing retailer

Market Analysis and Strategy … *for Owners and Investors*

- **Eigen10 Advisors** – Project evaluation and highest and best use analysis
- **Borel Private Bank & Trust Company** – Project asset and development management
- **Boston Private Bank & Trust Company** – Project asset and development management
- **Ohio STRS** – Analysis for shopping center repositioning and potential mixed-use addition/redevelopment; site planning and development pro-forma sensitivity analysis
- **Privately Held Development Firms** – Retail potential analysis for mixed-use development; Analysis of potential for the success of a planned mixed-use project

- **Ramco Gershenson** – Retail market evaluation and investment potential analysis
- **Scanlan Kemper Bard** – Redevelopment program for WestGate San Leandro, a 675,000 SF mixed-use retail-office project
- **Tuscola Outlet Center** – Acquisition risk assessment and underwriting for a regional outlet center
- **Wrightwood Capital** – Pre-foreclosure market positioning analysis for a 350,000 SF regional power center
- **Family Offices/VC Firms** – Venture-backed start-ups, project repositioning, project entitlements, and anchor retail tenant negotiation of business and lease terms (new stores and repositioning)
- **Hedge Funds** – Angelo Gordon, Bain & Company, Boston Consulting, DB Zwirn, Harris Assoc., HIG Capital, Karsch Capital, KDI Capital Partners, QVT Financial LP, SAC Capital, Scout Capital, Sheffield Mgt, Sigma Capital Mgt, Teton Capital, Wellington Mgt, and Whale Rock Capital Mgt LLC

Market Analysis and Program Management … *for Owners and Developers*

- **Athenian Razak** – Various Philadelphia, PA and Camden, NJ retail projects
- **Black Equities** – Project asset and development management; 1031 exchange management
- **Bridge Housing** – Integration of commercial in a mixed use project
- **Burlingame Plaza Owners' Association** – Shopping center repositioning and remodel (scope-of-work, budget, and planning)
- **CallisonRTKL** – Integration of commercial in large mixed-use districts
- **Draper & Kramer** – Trade area definition and retail sales potential analysis for large-scale redevelopment project in Chicago, Illinois
- **Dutra Cerro Graden** – Development of financial modeling tools for a real estate firm serving community benefit organizations
- **Hunt Companies** – Oah'u BRAC redevelopment master planning, strategy, and feasibility analysis
- **The Irvine Company** – Property acquisition strategy
- **Kamehameha Schools (Bishop Estate)** – Supportable commercial determination, strategy, and retail integration for large, urban mixed-use redevelopment districts (Kapalama, Kaka'ako, He'eia, Mo'ili'ili)
- **LandMark Retail Group** – Fortune 20 retailer development strategy and execution
- **Long Island (NY) Mixed-use** – Planning consulting for redevelopment of a former hospital site including budget and schedule, entitlement, anchor tenant leasing
- **Lili'uokalani Trust** – Keahuolu Properties and Makalapua District Market Demand Study and Retail Strategy
- **Lyon Homes** – Integration of commercial in a mixed-use project
- **The Prado Group** – Retail tenant negotiation
- **Pulte Homes** – Integration of commercial in a horizontally-integrated mixed-use project
- **Raintree Partners** – Integration of commercial in a vertically-integrated mixed-use project
- **Scannell Properties** – Analysis for acquisition and redevelopment of an Oakland, California site
- **SummerHill Apartment Communities** – Analysis of potential retail uses and accompanying site plan recommendations for a 26-acre vertically-integrated mixed-use project
- **Tuscola Outlet Center (Illinois)** – Redevelopment underwriting and strategic plan
- **Warmington Homes** – Analysis and recommendations for commercial feasibility in mixed-use projects

Expert Witness Engagements

- Retail lease dispute between an institutional landlord and a national tenant (report, deposition, and testimony at trial; favorable outcome)
- Retail trends related to ESOP disputes (cases variously settled or ongoing)

EDUCATION AND SPEAKING ENGAGEMENTS

- UC Berkeley Haas Graduate School of Business
- UC Berkeley Graduate College of Environmental Design
- UC Berkeley MRED+D Distinguished Visiting Fellow and Lecturer
- USC Lusk Center for Real Estate Studies
- San Jose State University, Department of Urban and Regional Planning
- ULI School of Professional Development
- ULI UrbanPlan (Volunteer and Trainer)
- ULI UrbanPlan for Communities (Instructor)
- American Planning Association
- International Downtown Association
- Urbanism Next Conference
- Non-Profit Housing Association of Northern California (NPH)
- National League of Cities
- California League of Cities
- AIA/SF
- SPUR, San Francisco
- Local Government Commission
- Silicon Valley Economic Development Alliance (SVEDA)/Joint Venture Silicon Valley
- East Bay Economic Development Alliance
- Bay Area Planning Director's Association
- KB Home Community Advisory Board
- Bay Planning Coalition
- Connect Silicon Valley
- Oakland Chamber of Commerce Retail Advisory Committee (ORAC)
- Northern California Apartment Summit
- California Building Conference
- ICSC Programs: Northern California Alliance Program (chair/speaker/ moderator), San Francisco IDEX (chair/speaker/moderator), Monterey IDEX (speaker/moderator), ReCon (moderator), Bay Area Local Programs (chair), Los Angeles Local Programs (speaker), University of Shopping Centers (faculty)
- Cities of Capitola/Capitola Chamber of Commerce, Hayward (CV-19 resiliency) Hercules, Merced, Morgan Hill, and Suisun City

RECENT PRESENTATIONS AT PROFESSIONAL CONFERENCES AND GROUPS

- The Fall of the Mall (California Land Recycling Conference)
- A Retail Resilience-guided COVID-19 Response Rubric
- Retail and Mixed-use Best Practices (ULI Professional Development Program and Webinar)
- Goodbye, Main Street? (SPUR SF)
- How Technology is Affecting Retail and Urban Real Estate Development
- Potential Impact of Emergent Technologies on Freight Related Land-Uses in Urban Areas
- Planning for Retail in an On-line World
- Urban Planning and Place-making for Dynamic Communities (APA approved for AICP CM credits)
- San Jose's Approach to Retail Restructuring
- The Changing Nature of Retail and Its Impacts on Local Governments
- The ABC's of the XYZ Generations: The Essential Guide to Understanding, Communicating and Marketing to Demographic Alphabet Soup
- The Urban Core: Analysis of Development, Investment & Financing Opportunities in San Francisco
- The New Normal…How Retailers Think: A Public Sector Primer on the Retailer Decision Process
- Omni-channel Marketing: A Seamless Approach to Retailing Across Channels, from Social Media to Bricks & Mortar
- AIA/SF Strategic Growth Symposium – Economic Outlook.
- Rediscovering Main Streets and Strategies for a Thriving Downtown.
- Factors Affecting the Viability of Retail in Mixed-use Projects.
- Planting Your Vision in the Ground: Getting Good Projects to Pencil Out.
- Retail Site Selection Decisions – The Inside Story.
- Exploring the Feasibility of a Merger, the AHA/Satellite Experience.

- Maximizing Retail During Changing Times – A Post Redevelopment Primer.
- Building Livable Communities: From the Vision to the Ground – Making Smart Growth Pencil Out.
- SB375 and One Bay Area Plan Implementation and Implications.

OTHER PROFESSIONAL AFFILIATIONS AND INVOLVEMENT

- Urban Land Institute (full member):
  - UrbanPlan and UrbanPlan for Public Officials Steering Committees, UrbanPlan for Public Officials Instructor, Volunteer Trainer, Classroom Volunteer, School Champion
  - Advisory Services (national panels)
  - Education/Real Estate Instruction Programs – Mixed-use and Retail Best Practices, Instructor
  - Urban Revitalization Product Council
- National Academy of Sciences – Transportation Research Board Project Advisory Panel Appointee
  - National Cooperative Highway Research Program 08-134: Integrating Freight Movement into 21st Century Communities' Land Use, Design, and Transportation Systems (ongoing)
  - National Cooperative Highway Research Program 08-111: Effective Decision Making Methods for Freight-Efficient Land Use (complete)
- International Council of Shopping Centers (member):
  - P3 North American Steering Committee
  - Past State Retail Chair, and co-founder and Past Chair N. Calif. Alliance Program
  - Northern California Program Committee (1994-present); past Program Committee Chair

- Satellite Affordable Housing Associates Board of Directors: Finance Committee, Development Committee (Past Chair), Audit Committee, Past VP and Executive Committee member, Merger Task Force
- Center for Creative Land Use Recycling: Board of Directors, Finance Committee, executive director search
- Oakland Retail Advisory Committee and Oakland Land Use Committee, Founding Member
- Bay Area Council Member Representative / Legislative Retreats
- Shopping Center World Editorial Advisory Board

CONTACT INFORMATION

David Greensfelder, Founder and Managing Principal
- San Francisco Bay Area +1 415 696 6767 | Washington, DC +1 202 422 2663
- Direct +1 510 708 8927 | Facsimile +1 510 900 1590
- Email: david@greensfelder.net
- Web: www.greensfelder.net
- LinkedIn: www.linkedin.com/in/davidgreensfelder
- Twitter: @dgreensfelder

Tawni Frank Sullivan

C: 415 850 -4917 | Tawni.sullivan10@gmail.com

CAREER SUMMARY

Accomplished Real Estate Executive with over 33 years of commercial real estate experience.
Results oriented individual who operates with the business outcomes in mind, while ensuring the best Owner, employee and tenant experience. Demonstrated record of successfully leading and engaging a diverse team. Provides strategic oversight and guidance, effectively communicating to management and teams, to drive continuous improvements.

PROFESSIONAL HIGHLIGHTS

- CBRE - Highest Performing Market in the company since commencement of Co-Leadership at CBRE (6 years in a row) 2014-2019
- Recognized as a Business Times and Allen Matkins, Northern California RE Women of Influence (2019)
- Recognized as a Top Talent recruiter nationally at CBRE (2020)
- Board Chair of CREATE (an alliance of 4 industry organizations, partnering with SFSU); Supported development of curriculum to create awareness of all aspects of CRE as a potential career. CREATE has provided opportunities and classroom experience for over 400 students
- Past CO-President of TMASF Connects Board, working to increase transportation alternatives for the occupants of Commercial Real Estate Buildings in San Francisco

PROFESSIONAL EXPERIENCE

Alexandria Real Estate

Senior Vice President, Asset Services 8/2021 - 1/2023

- Provide strategic oversight to the Asset Services team and Life Science portfolio (9M square feet, 17 employees).
- Ability to establish cross functional collaborative relationships with other teams and workgroups, which included: Construction, project management, accounting, finance, acquisitions/dispositions
- Strong organizational and time management skills, with the ability to cope with conflict caused by competing priorities.
- Maintain ongoing relationship with JV Clients, ensuring objectives are understood and met.
- Drive continuous improvement.
- Comfortable working side by side with the team, when needed, and proven collaborator.

CBRE 12/2013 - 8/2021

Associate Managing Director, Asset Services

- Responsible for the financial performance of SF Bay Area Asset Services (52M sq.ft, 240 employees, & over 50 Clients).
- Provide strategic direction of 52 M sq.ft. portfolio of office, industrial, retail and life science projects.
- Strategic Leadership; leading employees to think like the Owner, driving results based on specific Ownership objectives.
- Engaged with National client focused groups, specific to retail platform, ensuring consistent performance based on data driven decisions.
- Detailed oriented with emphasis on process, quality and cost.
- Maintains ongoing relationship with Clients, ensuring objectives are met.
- Focused on the development of internal personnel to keep turn over low and engaged employees.

CAC Real Estate Management Co., Inc 1994 -12/2013

Vice President (2008-2013)

- Oversight of Operations, Staffing and Procedures for 11M square feet of Commercial Real Estate between San Francisco Bay Area and Seattle, Washington.
- Responsible for developing Policy and Procedures used throughout the Organization.
- Drove business results based on measurable initiatives and metrics.

Tawni Frank Sullivan

C: 415 850 -4917 | Tawni.sullivan10@gmail.com

CAC Real Estate Management Co., Inc (cont' d)

Director of Property Management (2003 -2008)

- Developed Leadership teams for consistent oversight of Policy and Procedures.
- New Business Development presentations.
- Worked to develop checks and balances throughout the Organization.
- Recommend Strategy and tactics for Achieving Client Objectives.

Portfolio Manager (1999-2003)

- Oversee Daily Operations and Financials for multiple projects and Clients.
- Focused on developing integration with accounting and management processes.
- Direct operations to meet revenue and operating targets of the Client.

Property Manager (1994-1999)

- Managed day-to-day operations of projects including lease administration, maintenance, and repair, janitorial, security, engineering, and life-safety.
- Responsible for annual budget preparation and year-end reconciliations, and monthly financial reporting.
- Effective knowledge of construction to coordinate and oversee all construction work.
- Supported the leasing and marketing program for the project(s). Ensured positive relations with listing brokers and outside agents. Participated in lease negotiations as necessary and monitored development of lease documents.
- Directed and monitored legal counsel's production of legal documents and other legal activities including litigation.
- Responsible for hiring, training, motivating and managing building personnel. Prepared and conducted performance evaluations.

Northwest Asset Management 1990 - 1994

Property Assistant
Assistant Property Manager

- Responsible for establishing and maintaining a proactive tenant relations program.
- Monitored and ensured that tenants and vendors complied with insurance requirements and coordinate all claims as required.
- Managed tenant leases, particularly with clauses affecting the operation of the building.

EDUCATION

California State University, Sacramento
Bachelor of Science Degree in Business, Marketing Concentration

BOMA International
Real Property Administrator (RPA) designation

BOMA International
Facilities Manager (FMA) designation in process

CA Real Estate License #01204153 (in process of renewal)

VII. QUALIFICATIONS AND REFERENCES

References

References for Strategic Economics and Greensfelder Real Estate Strategies are shown in the project qualification examples on the following pages.

References for Tawni Sullivan are as follows:

Mary Wiese, Former Founder of CAC Real Estate Management, Inc.
415 518-9488
maryhwiese@gmail.com

Peter Sullivan - Peter Sullivan Associates, Inc.
415 362-1700
psullivan@psai-cre.com

Project Qualification Examples

Examples of Strategic Economics' completed projects similar to the Dublin Economic Development Strategy and Economic Development Element Update include the following:

1. City of South San Francisco General Plan Update
2. East Bay EDA "East Bay Forward" Study and Strategy
3. City of Rancho Cucamonga General Plan Update
4. City of Milpitas Economic Development Strategy
5. City of Alameda Economic Recovery Strategy Task Force
6. City of Santa Cruz Economic Development Strategy
7. City of Culver City Economic Development Implementation Plan
8. City of Cupertino Economic Development Strategy
9. City of Memphis, Tennesse Comprehensive Plan
10. City of Alameda Economic Development Strategic Plan
11. City of Pleasanton Economic Development
12. City of Burlingame General Plan Update
13. City of East Palo Alto General Plan Update
14. City of San Leandro General Plan Update
15. East Bay EDA "Building on Our Assets" Economic Study and Strategy
16. City of Redwood City General Plan Update
17. City of Long Beach General Plan Update

The following pages describe detailed project examples that illustrate the relevant experience of Strategic Economics and subconsultant Greensfelder Real Estate. Each project example includes a reference contact.

STRATEGICECONOMICS

Milpitas Economic Development Strategy

Strategic Economics developed a five-year economic development strategy that leveraged Milpitas' unique strengths and economic role within the Bay Area economy, as determined through extensive data analysis, community engagement, and focus group interviews.

Client: City of Milpitas

Location: Milpitas, California

Start Date: 07/2019
End Date: 04/2020

Reference:

Alex Andrade
Economic Development Director
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035
P: (408) 586-3046
E: aandrade@ci.milpitas.ca.gov

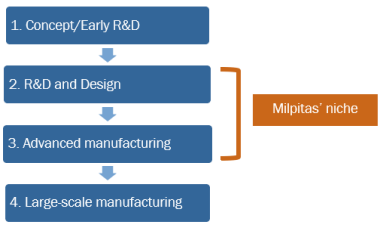
Strategic Economics prepared an economic development strategy to guide the City of Milpitas' short-term recovery from the COVID-19 pandemic and subsequent economic development efforts over the next five years.

Milpitas retained Strategic Economics to provide a road map to grow and diversify the City's economy, support businesses and workers, and improve quality of life. The City especially sought to identify opportunities associated with introduction of a new BART station, to attract innovation-focused businesses, and to better align local jobs with the City's highly-skilled residents—many of whom currently commute to Silicon Valley communities.

Strategic Economics completed extensive data analysis of the City's industries and economic performance, small businesses, workforce, real estate market conditions, and fiscal conditions. Strategic Economics also conducted extensive stakeholder and community engagement, including a community workshop and online survey, a series of industry- and topic-specific focus groups, interviews, and outreach to business organizations.

Based on the insights gained from these efforts—and subsequent consideration of supporting the economy during recovery from the COVID-19 pandemic—Strategic Economics developed an economic development strategy that focused on supporting small local businesses, supporting reinvestment in retail centers, and collaborations to support the workforce. Strategies also focused on growing innovative industries by leveraging BART access and the City's unique role as an advanced manufacturing and R&D center that leverages access to a surrounding diverse regional workforce.

TYPICAL INNOVATION CYCLE OF A NEW MANUFACTURED PRODUCT



STRATEGICECONOMICS

East Bay Industrial Land Use Toolkit

Strategic Economics is working with the East Bay Economic Development Alliance (EBEDA) to prepare a land use policy toolkit for East Bay communities to use to foster growth in four key innovation related industries including life sciences, manufacturing, logistics, and transportation.

Client: East Bay Economics Development Alliance

Location: Alameda and Contra Costa Counties, California

Start Date: November 2022
End Date: In progress

Reference:

Stephen Baiter, Executive Director
East Bay Economic Development Alliance
1221 Oak St. Suite 555
Oakland, CA 94612
P: 510-272-3874
E: stephen@eastbayeda.org

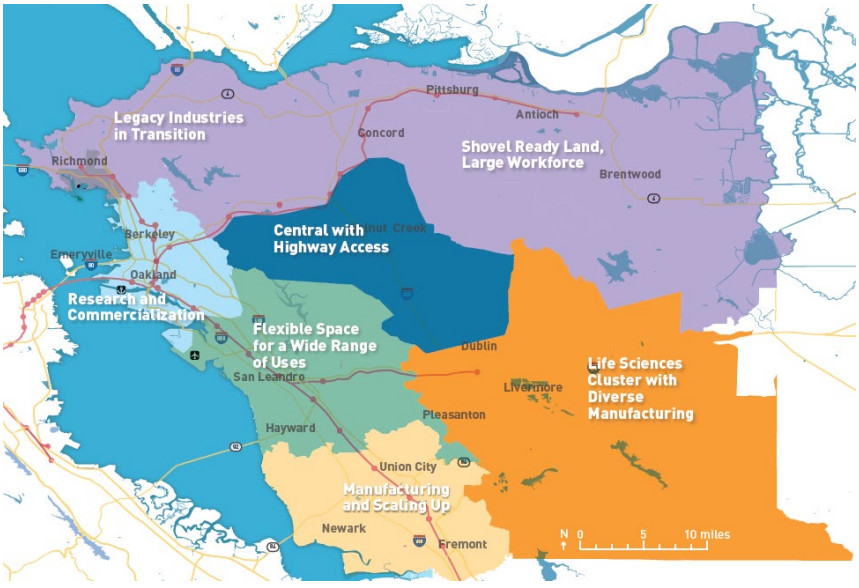
Strategic Economics has prepared a snapshot of industry and real estate market trends for the East Bay, which includes Alameda and Contra Costa Counties. We are now preparing a toolkit to ensure that there will be appropriate land use policies, programs, and capital investments in place to support the East Bay's ongoing economic growth and resiliency.

While the COVID-19 pandemic disrupted many sectors of the East Bay economy, manufacturing, life sciences, logistics, and transportation have continued to grow. The EBEDA wants to sustain this momentum by providing East Bay communities with information about the best tools to use to support these dynamic industries. These tools must also address factors such as climate change, California's move towards renewable energy, and the ongoing competition between housing and industrial activities for scare land resources.

Strategic Economics has used data analysis, a literature review, stakeholder interviews, case studies, and focus groups to identify the type of tools East Bay communities can use to support ongoing growth in their key industries. The toolkit will offer a variety of tools to reflect the diverse East Bay community contexts, while also leveraging each community's strengths to create a stronger regional economic "eco system."

To date our work has helped East Bay communities see a clearer link between their land use policies and their economic development initiatives and to more fully understand that the region has the potential to capture more economic growth especially for many innovation-driven industries The final deliverable will be a toolkit website.

EAST BAY INDUSTRIAL ECOSYSTEM



STRATEGICECONOMICS

South San Francisco General Plan Update

Strategic Economics authored the City's new Economic Development Element after completing economic, market, fiscal, and financial feasibility analyses to examine displacement risks, assess tradeoffs between growth of life science versus residential or industrial land use, and establish mechanisms to ensure future development activity provides equitable benefits for residents.

Client: City of South San Francisco

Location: South San Francisco, CA

Start Date: 05/2019
End Date: 10/2022

Reference:

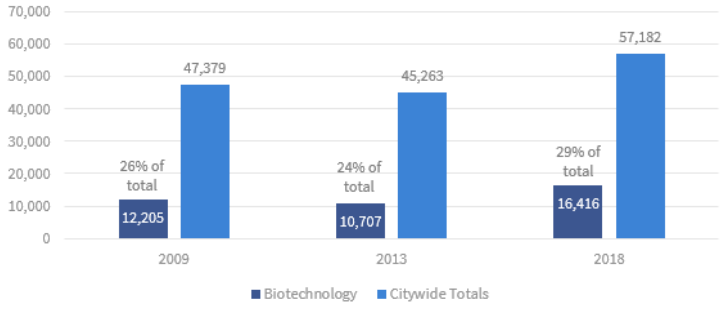
Billy Gross, Senior Planner
City of South San Francisco
315 Maple Avenue
South San Francisco, CA 94080
P: (650) 877-8535
E: Billy.Gross@ssf.net

South San Francisco is home to the Bay Area's premier biotechnology cluster. But the city has historically been a community with a large quantity of industrial land uses, and its neighborhoods are home to many low- and moderate-income households. In addition, most of the City's historic industrial uses are in low lying areas that are subject to flooding and will increasingly experience sea level rise.

Strategic Economics worked with the community, City staff and the consultant team to craft a new General Plan that incorporated social equity and resiliency, updated the City's Economic Development Element, and ensured future growth benefits the City's residents. Our work included documenting neighborhood change to identify residential areas at risk of gentrification, and evaluating employment trends linked to specific subareas and building types. A key consideration was how to balance demand for development sites from biotech businesses while also ensuring housing production and maintaining the City's role as a regional logistics hub.

Our work also examined fiscal impacts of growth under the General Plan—including fiscal tradeoffs of adding biotech uses versus maintaining industrial uses. We completed a pro forma financial feasibility analysis to inform zoning decisions and the creation of a potential framework incentivizing developers to make community benefits contributions. We also authored an Economic Development Element that supports South San Francisco's biotechnology industry and longstanding light manufacturing and distribution sectors, while also seeking to diversify the South San Francisco economy. The element also addresses equity concerns, the evolving retail industry, workforce preparedness, and mitigating hazards impacting major employment areas.

SOUTH SAN FRANCISCO EMPLOYMENT IN BIOTECHNOLOGY RELATIVE TO TOTAL CITY EMPLOYMENT, 2009 AND 2018



Sources: California Employment Development Department, 2018; Strategic Economics, 2020.

STRATEGICECONOMICS

Alameda Economic Recovery Task Force and Strategy

Strategic Economics developed a COVID-19 economic recovery strategy through close collaboration with a stakeholder task force, building on previous work developing the City's current Economic Development Strategic Plan

Client: City of Alameda

Location: Alameda, California

Reference:

Eric Fonstein, Development Manager
City of Alameda
City Hall West
950 West Mall Square, 2nd Floor
Alameda, CA 94501
P: (510) 747-6895
E: efonstein@alamedaca.gov

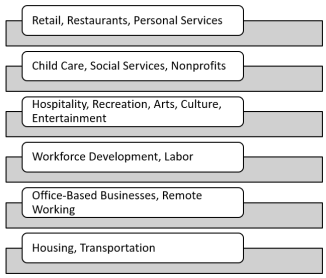
Strategic Economics worked closely with and facilitated a local stakeholder task force to develop strategies guiding the City of Alameda's economic recovery from the COVID-19 pandemic.

In a prior recent project, Strategic Economics conducted in-depth economic and market analyses, stakeholder focus groups, community workshops, and closely collaborated with a different task force to develop the City's current Economic Development Strategic Plan (EDSP). Upon the onset of the pandemic, the City again retained Strategic Economics to guide the new economic recovery task force's work and to develop a short-term strategy that would complement the longer-term EDSP.

Strategic Economics led a series of 12 task force meetings over six months, most of which were focused on specific industries, the workforce, or topic areas that were most impacted or transformed by the pandemic. For each meeting, Strategic Economics completed qualitative research and examined case studies to identify the impacts of the pandemic and projected recovery issues and strategies. This work was complemented by outside economic and workforce data analysis, and focus groups convened by City staff.

Guided by the Task Force, Strategic Economics developed the economic recovery strategy content, with a focus on the City's unique roles in communication, referrals, financial assistance, use of public properties, regulation, and collaboration and convening. The project had an immediate impact as it proceeded, with City staff implementing many of the recommendations in real time.

TASK FORCE WORK PLAN TOPICS AND PROCESS



1. Explore topic areas:

a) Topic-specific focus groups conducted by City staff with support from Task Force members
b) Industry research and case studies
c) Task Force meeting: discuss strategies, preliminary recommendations

2. Compile strategies
3. Draft report
4. Final report

General Plan Update

Petaluma, California

Greensfelder Real Estate Strategy served as part of a team (an approximately $2,000,000.00 contract) updating the Petaluma's General Plan (ie. its comprehensive plan). Petaluma is home to over 62,000 residents with many family-friendly neighborhoods, beautiful parks, and a vibrant historic Downtown.

Located in idyllic Sonoma County, the City supports a diverse and quaint mix of small businesses, food-related industries, an active arts, culture, and food scene, and (mostly) single-family housing. The City offers a charming, quirky, and fun counterpoint to the Bay Area's urban core.

Residents might ascribe the City's success to its notable history of active, locally-focused planning. Petaluma is not immune to challenges, and today Petaluma's population is more than double what it was 40 years ago. Nearly all growth has occurred east of Highway 101, creating a problematic east-west division. The City has made clear the urgent and critical nature of this community planning effort, and the need to respond to the community's desire to create a new vision for Petaluma that maintains the City's authenticity, allows for appropriate growth, and honors the past.

GRES supported the development of the general plan economic development, housing, arts and culture, and land use elements by performing retail resilience assessments, explaining how retail intersects with forward-looking planning concepts such as 15-Minute Cities, and behavioral economics concepts such as weak links and experience goods. We explained *The Future of Retail* in a white paper that was also the basis for a community-wide discussion about retail and commercial vibrance. We addressed the poor distribution of goods and services throughout the City including creating connections between key commercial districts. GRES helped to identify key sites (often obsolete shopping centers) for land use conversion, and then crafted policy recommendations that would encourage a marked-driven evolution to desired uses, increased density, decreased vehicle miles traveled, and mitigated negative impacts on the City's retail eco-system and its neighborhoods. Our work included extensive stakeholder outreach, collaboration with staff, working with an appointed community task force, and reporting out to the greater community.

Reference

Christina Paul, Principal Policy Planner
T: 707.778.4367
E: cpaul@cityofpetaluma.org

Citywide, Downtown and North San Jose Retail Strategy Update

San Jose, California

Winner of the APA California Northern Section 2020 Urban Design Award of Excellence

Greensfelder Commercial Real Estate was asked to join the team updating San Jose's citywide, Downtown, and North San Jose retail strategies.

The primary objectives for the project included:

1) Preparing a Citywide Retail Strategy that identified opportunities to increase retail sales tax revenues in the City as a whole by identifying new retail sites and/or by applying emerging retail land use thinking to existing centers for repositioning;
2) Identifying a specific retail strategy for Downtown San Jose to inform the Downtown Strategic Plan update, promote connectivity between two distinct retail districts, protect key areas for retail use, assist with retailer recruitment, and contribute to place making and overall quality of life in Downtown; and
3) Developing a retail strategy for North San Jose, one of the City's fastest growing areas, to inform policy decisions with the additional goals of identifying the best locations for future retail, retailer recruitment, and enhancing the overall quality of life in the District.

Reference

Tim Rood
Principal City Planner and
Division Manager
T: 408-535-8122
E: timothy.rood@sanjoseca.gov

Nanci Klein
Assistant Director, Office of Economic
Development; Director of Real Estate
T: 408-535-8184
E: nanci.klein@sanjoseca.gov

VIII. FEE SCHEDULE

We propose a total revised budget of $180,025 to prepare the Dublin Economic Development Strategy and Economic Development Element. The following pages show the comprehensive budget and each firm's billing rates by staff and hours and budget by task.

FIGURE 1: FULL PROJECT BUDGET (INCLUSIVE OF ALL FIRMS AND EXPENSES)

Task #	Description	Total Time	Total Amount
		Hours	Dollars
Task 1	**Project Kickoff & Management**		
1.1	Request and Review of Existing Data and Materials	11	$2,305
1.2	Kickoff Meeting and Site Visit	20	$5,100
1.3	Project Management and Communication	12	$3,050
Sub Total - Task 1		**43**	**$10,455**
Task 2	**Economic & Market Conditions & Opportunities Analysis**		
2.1	Workforce, Demographics, and Major Industries Analysis	83	$12,580
2.2	Commercial Real Estate Market Analysis	89	$14,590
2.3	Retail Analysis, Including Cell Phone Data Analysis	88	$22,300
2.4	Subarea Assessments	42	$6,450
2.5	SWOT Summary	44	$7,465
Sub Total - Task 2		**346**	**$63,385**
Task 3	**Preliminary Recommendations & Document Frameworks**		
3.1	Economic Development Strategy Framework Drafts	42	$7,785
3.2	Economic Development Element Framework Drafts	43	$8,095
Sub Total - Task 3		**85**	**$15,880**
Task 4	**Economic Development Strategy**		
4.1	Admin Drafts 1-3	102	$17,285
4.2	Public Draft	15	$2,925
4.3	Final Draft	15	$2,925
Sub Total - Task 4		**132**	**$23,135**
Task 5	**Economic Development Element**		
5.1	Admin Drafts 1-3	72	$12,695
5.2	Public Draft	12	$2,290
5.3	Final Draft	12	$2,390
Sub Total - Task 5		**96**	**$17,375**
Task 6	**Stakeholder and Decision Maker Engagement**		
6.1	Progress Meetings with City Staff	17	$3,770
6.2	Industry & Stakeholder Focus Group Workshop Meetings (6)	55	$12,345
6.3	Community Workshops and Summaries (2)	92	$15,210
6.4	Board Meetings or Study Sessions (3)	68	$13,720
Sub Total - Task 6		**232**	**$45,045**
Sub Total - Labor		**934**	**$175,275**
Other Direct Costs			
	Travel Expenses		$600
	Data		$3,200
	Workshop Materials		$800
	Deliverables Printing and Other Miscellaneous		$150
			$0
Sub Total - Other Direct Costs			**$4,750**
	GRAND TOTAL	**934**	**$180,025**

FIGURE 2: HOURS, BILLING RATES, AND BUDGET FOR STRATEGIC ECONOMICS

		STRATEGIC ECONOMICS BILLING RATES, HOURS, AND BUDGET									
Task #	Description	*Derek Braun, Principal-in-Charge*		*Dena Belzer, Project Advisor*		*Arpita Banerjee, Associate*		*Gus Stephens, Research Analyst*		TOTAL HRS	TOTAL AMOUNT
		$235		*$310*		*$150*		*$115*			
Task 1	**Project Kickoff & Management**										
1.1	Request and Review of Existing Data and Materials	2	$470	0	$0	5	$750	1	$115	**8**	**$1,335**
1.2	Kickoff Meeting and Site Visit	5	$1,175	0	$0	5	$750	0	$0	**10**	**$1,925**
1.3	Project Management and Communication	6	$1,410	0	$0	2	$300	0	$0	**8**	**$1,710**
Sub Total - Task 1		**13**	**$3,055**	**0**	**$0**	**12**	**$1,800**	**1**	**$115**	**26**	**$4,970**
Task 2	**Economic & Market Conditions & Opportunities Analysis**										
2.1	Workforce, Demographics, and Major Industries Analysis	6	$1,410	1	$310	50	$7,500	24	$2,760	**81**	**$11,980**
2.2	Commercial Real Estate Market Analysis	6	$1,410	1	$310	50	$7,500	24	$2,760	**81**	**$11,980**
2.3	Retail Analysis, Including Cell Phone Data Analysis	4	$940	0	$0	20	$3,000	14	$1,610	**38**	**$5,550**
2.4	Subarea Assessments	4	$940	0	$0	20	$3,000	16	$1,840	**40**	**$5,780**
2.5	SWOT Summary	6	$1,410	1	$310	30	$4,500	5	$575	**42**	**$6,795**
Sub Total - Task 2		**26**	**$6,110**	**3**	**$930**	**170**	**$25,500**	**83**	**$9,545**	**282**	**$42,085**
Task 3	**Preliminary Recommendations & Document Frameworks**										
3.1	Economic Development Strategy Framework Drafts	7	$1,645	0	$0	30	$4,500	0	$0	**37**	**$6,145**
3.2	Economic Development Element Framework Drafts	7	$1,645	1	$310	30	$4,500	0	$0	**38**	**$6,455**
Sub Total - Task 3		**14**	**$3,290**	**1**	**$310**	**60**	**$9,000**	**0**	**$0**	**75**	**$12,600**
Task 4	**Economic Development Strategy**										
4.1	Admin Drafts 1-3	18	$4,230	1	$310	60	$9,000	18	$2,070	**97**	**$15,610**
4.2	Public Draft	4	$940	0	$0	8	$1,200	1	$115	**13**	**$2,255**
4.3	Final Draft	4	$940	0	$0	8	$1,200	1	$115	**13**	**$2,255**
Sub Total - Task 4		**26**	**$6,110**	**1**	**$310**	**76**	**$11,400**	**20**	**$2,300**	**123**	**$20,120**
Task 5	**Economic Development Element**										
5.1	Admin Drafts 1-3	12	$2,820	1	$310	48	$7,200	6	$690	**67**	**$11,020**
5.2	Public Draft	4	$940	0	$0	6	$900	1	$115	**11**	**$1,955**
5.3	Final Draft	3	$705	0	$0	6	$900	1	$115	**10**	**$1,720**
Sub Total - Task 5		**19**	**$4,465**	**1**	**$310**	**60**	**$9,000**	**8**	**$920**	**88**	**$14,695**
Task 6	**Stakeholder and Decision Maker Engagement**										
6.1	Progress Meetings with City Staff	10	$2,350	0	$0	5	$750	0	$0	**15**	**$3,100**
6.2	Industry & Stakeholder Focus Group Workshop Meetings (6)	15	$3,525	0	$0	24	$3,600	0	$0	**39**	**$7,125**
6.3	Community Workshops and Summaries (2)	24	$5,640	0	$0	50	$7,500	18	$2,070	**92**	**$15,210**
6.4	Board Meetings or Study Sessions (3)	24	$5,640	0	$0	36	$5,400	0	$0	**60**	**$11,040**
Sub Total - Task 6		**73**	**$17,155**	**0**	**$0**	**115**	**$17,250**	**18**	**$2,070**	**206**	**$36,475**
Sub Total - Labor		**171**	**$40,185**	**6**	**$1,860**	**493**	**$73,950**	**130**	**$14,950**	**800**	**$130,945**
Other Direct Costs											
	Travel Expenses										$400
	Data										$1,000
	Workshop Materials										$800
	Deliverables Printing and Other Miscellaneous										$150
Sub Total - Other Direct Costs											**$2,350**
	GRAND TOTAL	**171**	**$40,185**	**6**	**$1,860**	**493**	**$73,950**	**130**	**$14,950**	**800**	**$133,295**

FIGURE 3: HOURS, BILLING RATES, AND BUDGET FOR GRES AND TAWNI SULLIVAN

		GREENSFELDER REAL ESTATE STRATEGY		TAWNI SULLIVAN	
Task #	Description	TOTAL HRS	TOTAL AMOUNT	TOTAL HRS	TOTAL AMOUNT
Task 1	**Project Kickoff & Management**				
1.1	Request and Review of Existing Data and Materials	2	$670	1	$300
1.2	Kickoff Meeting and Site Visit	5	$1,675	5	$1,500
1.3	Project Management and Communication	4	$1,340	0	$0
Sub Total - Task 1		11	$3,685	6	$1,800
Task 2	**Economic & Market Conditions & Opportunities Analysis**				
2.1	Workforce, Demographics, and Major Industries Analysis	0	$0	2	$600
2.2	Commercial Real Estate Market Analysis	6	$2,010	2	$600
2.3	Retail Analysis, Including Cell Phone Data Analysis	50	$16,750	0	$0
2.4	Subarea Assessments	2	$670	0	$0
2.5	SWOT Summary	2	$670	0	$0
Sub Total - Task 2		60	$20,100	4	$1,200
Task 3	**Preliminary Recommendations & Document Frameworks**				.
3.1	Economic Development Strategy Framework Drafts	4	$1,340	1	$300
3.2	Economic Development Element Framework Drafts	4	$1,340	1	$300
Sub Total - Task 3		8	$2,680	2	$600
Task 4	**Economic Development Strategy**				.
4.1	Admin Drafts 1-3	5	$1,675	0	$0
4.2	Public Draft	2	$670	0	$0
4.3	Final Draft	2	$670	0	$0
Sub Total - Task 4		9	$3,015	0	$0
Task 5	**Economic Development Element**				
5.1	Admin Drafts 1-3	5	$1,675	0	$0
5.2	Public Draft	1	$335	0	$0
5.3	Final Draft	2	$670	0	$0
Sub Total - Task 5		8	$2,680	0	$0
Task 6	**Stakeholder and Decision Maker Engagement**				
6.1	Progress Meetings with City Staff	2	$670	0	$0
6.2	Industry & Stakeholder Focus Group Workshop Meetings (6)	12	$4,020	4	$1,200
6.3	Community Workshops and Summaries (2)	0	$0	0	$0
6.4	Board Meetings or Study Sessions (3)	8	$2,680	0	$0
Sub Total - Task 6		22	$7,370	4	$1,200
Sub Total - Labor		118	$39,530	16	$4,800
Other Direct Costs					
	Travel Expenses		$100		$100
	Data		$2,200		
	Workshop Materials		$0		
	Deliverables Printing and Other Miscellaneous		$0		
Sub Total - Other Direct Costs			$2,300		$100
	GRAND TOTAL	118	$41,830	16	$4,900

CITY OF DUBLIN
FISCAL YEAR 2023-24
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X Budget Transfer Between Funds _____

From Designated Reserves _____ Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
		General Fund - Economic Development - Contract Services	
		10011500.64001	$20,000

REASON FOR BUDGET CHANGE

Contigency for Economic Development Strategic Plan and General Plan Economic Development Element agreement with Strategic Economics, Inc.

As Presented at the City Council Meeting **9/5/2023**

************Finance Use Only************

Posted By: _____ Date: _____

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Commercial Façade Improvement Grant Program Agreement for Village Parkway Investments
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving a Commercial Façade Improvement Grant Program Agreement for Village Parkway Investments. The business has requested participation in the program to assist with improvements to the building's exterior facade.

STAFF RECOMMENDATION:

Adopt the Resolution Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Village Parkway Investments.

FINANCIAL IMPACT:

There is sufficient funding available in the Fiscal Year 2023-24 Budget for this reimbursement.

DESCRIPTION:

In December 2011, the City Council adopted the Commercial Façade Improvement Grant Program to improve the physical appearance of the Downtown Dublin Specific Plan (DDSP) area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road (Program Area), encourage the retention of existing businesses, and increase property values, tenant stability, and lease rates in the area. The Program leverages public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Program Area.

In June 2016, the City Council adopted changes to the Program to:

- Expand the allowance of architectural assistance.
- Encourage timely results.
- Prioritize selection of projects which promote downtown activation (such as outside gathering and dining spaces).
- Promote project competitiveness.
- Clarify applicant preparedness.
- Make the requirements of the Program more understandable to applicants.

Under the Program, commercial property owners or tenants with long-term leases (five years or more) within the Program Area can apply for one of two façade improvement grants:

- Mini-Grant – provides reimbursement of up to $5,000 for commercial building façade improvements with no match requirement.
- Matching Grant – provides a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of $70,000. The total cost of the improvement work must be greater than $5,000. Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs.

In June 2021, Staff received an application for a matching grant (up to $70,000) from Village Parkway Investments, which owns the property at 6890 Village Parkway. The applicant is requesting a matching grant to help offset improvements to the site to update and refresh the building exterior, including, but not limited to painting the building, and replacing front and side façade boards to support new signage. The façade update would accommodate the installation of new or improved signage from the building tenants, which includes Prima Vini and Bay Luxury Autos.

The applicant is requesting a matching grant in the amount of $8,223 to help offset the costs of the exterior improvements.

Economic Development Committee Consideration

On December 21, 2021, the City Council's Economic Development Committee considered the application and by consensus, recommended City Council approval of the agreement. This recommendation falls under the Committee's purview to provide policy guidance and direction on economic development activities.

Since the application submittal and Economic Development Committee's recommendation for City Council approval, the applicant submitted preliminary plans and worked with Staff for review and subsequent revisions prior to finalizing their façade plans. In addition, the applicant worked on gathering the required documents needed for execution of the agreement.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this Staff Report was sent to the applicant.

ATTACHMENTS:

1) Resolution Approving Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Village Parkway Investments
2) Exhibit A to the Resolution – Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Village Parkway Investments

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT BETWEEN THE CITY OF DUBLIN AND VILLAGE PARKWAY INVESTMENTS

WHEREAS, for decades, state and local governments have used economic development incentives to attract or retain jobs and/or improve the local tax base; and

WHEREAS, the City Council of the City of Dublin adopted Resolution No. 216-11 on December 20, 2011, which established a Commercial Façade Improvement Grant Program ("Program") intended to improve the physical appearance of the Downtown Dublin Specific Plan area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road, encouraging the retention of existing businesses, as well as increase property values, tenant stability, and lease rates for the property; and

WHEREAS, the Program authorizes the City of Dublin to enter into agreements with commercial property owners, or tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted) to apply for either 1) a mini-grant for reimbursement of up to $5,000; or 2) a matching grant, that provides a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of $70,000; and

WHEREAS, Village Parkway Investments (Applicant) is the Property Owner of certain real property located at 6890 Village Parkway (APN 941-0210-009-00), located in the Program area within the City; and

WHEREAS, the Applicant intends to improve the façade of the building on the property identified in this Resolution; and

WHEREAS, the City Council finds that the Agreement serves a public purpose in that it will help improve the physical appearance of Village Parkway in the Program area, encourage the retention of existing businesses, and increase property values and tenant stability, thus benefitting the City and its residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Commercial Façade Improvement Grant Program Agreement between the City of Dublin and Village Parkway Investments, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement, in substantially the form attached, and to make any minor modifications to the Agreement as necessary to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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CityReimbursement Grant Amount Maximum: $8,223
Applicant Matching: $4,112
Estimated Project Costs: $12,335

COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM
AGREEMENT BETWEEN THE CITY OF DUBLIN AND VILLAGE PARKWAY INVESTMENTS

THIS COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT ("Agreement") dated September 5, 2023**,** the date of execution by the City (the "Effective Date") is entered into by and between the City of Dublin, a public body corporate and politic ("City") and **Village Parkway Investments** (David Yamada), a California corporation ("Owner"). Owner shall be referred to as "Applicant".

R E C I T A L S

A. The City has adopted a Commercial Façade Improvement Grant Program ("Program") in order to provide grants to certain owners or tenants of eligible buildings who design and construct improvements to the facades of their buildings.

B. Applicant is the owner of that certain real property located at 6890-6894 Village Parkway (A.P.N. 941-0210-009-00), in Dublin, California (the "Site"), and within the boundaries outlined by the Commercial Façade Improvement Grant Program Guidelines ("Program Guidelines").

C. Applicant has submitted an application to the City pursuant to the Program Guidelines for a grant for certain improvements to the Site, and City has determined that Applicant and the Site meet the eligibility criteria for the Program.

D. City desires to enter into this Agreement because improvement of the Site will enhance the physical appearance and economic vitality of commercial businesses, encourage full occupancy of storefronts, generate additional tax revenue and assist in providing an environment for the social, psychological and economic growth and well-being in the boundaries outlined by the Program Guidelines and the citizens of the City.

E. Applicant desires to enter into this Agreement with City to receive assistance in making certain improvements to the Site, and City is willing to do so on the terms and conditions set forth in this Agreement.

A G R E E M E N T

NOW, THEREFORE, City and Applicant hereby agree as follows:

Section 1. GENERAL.

1.1 Term. This Agreement shall begin on the Effective Date and expire five (5) years following the Applicant's approval of contractor's notice of completion ("Term").

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Section 2. IMPROVEMENT OF THE SITE.

2.1 Scope of Work. Applicant shall complete the proposed project in accordance with the Scope of Work attached hereto as Exhibit A (the "Project").

2.2 Commercial Façade Improvement Grant Funds. The City agrees to reimburse to the Applicant a sum not to exceed eight thousand two hundred and twenty-three dollars ($8,223) (the "Grant Amount"), for certain eligible improvements (the "Eligible Improvements") as set forth below:

a. The Grant Amount may be used only to fund those Eligible Improvements identified in Exhibit B attached hereto.

b. All services to be performed by a third-party contractor shall be the subject of agreement between Applicant and the third-party contractors. The City shall not assume any liability for such agreements. The Applicant shall submit to the City all invoices from the contractor or contractors for work performed on the Eligible Improvements in order to receive reimbursement.

c. A representative of the City shall inspect the completed Project after a notice of completion has been submitted to the City.

d. The City will only issue the Grant Amount after the Project has been completed. Upon determination by the City's representative that Project has been completed in conformance with the Scope of Work (Exhibit A) and the City approvals, the City shall issue a check made payable to the Applicant in an amount equal to the lesser of the Grant Amount or the actual amount of the invoices submitted to the City by the Applicant. The City Manager in his or her sole discretion may issue the Grant Amount at an earlier time than set forth in this Section 2.2(d), if the Applicant can demonstrate good cause.

e. Any and all costs of the Project including, but not limited to the Eligible Improvements, which are in excess of the Grant Amount, shall be the sole responsibility of, and be borne by, the Applicant.

2.3 Permits and Approvals. Before commencement of the Project, Applicant shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency affected by such construction or work.

2.4 Commencement of the Project. Within 60 days after the Effective Date, Applicant shall have selected and authorized one or more contractors to complete the Project, and shall have provided notice to the City of such selection and authorization. In the event the Applicant fails to select and authorize a contractor or contractors to complete the Project within such 60-day period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. All contractors performing work on the Project must be licensed in the State of California.

2.5 Building Permit. A Building Permit must be obtained within six months of the Effective Date. In the event the Applicant fails to obtain a Building Permit within such six-month period, the City may,

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at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. An additional six-month extension may be approved with the City's prior written consent. Notwithstanding the foregoing, no work shall be performed prior to both 1) issuance of the Building Permit and 2) approval of this Agreement by the Dublin City Council. Any work performed prior to both building permit issuance and City Council approval will not be eligible for reimbursement.

2.6 Completion of the Project. Applicant shall complete the Project and satisfy all other obligations and conditions of this Agreement within 120 days of building permit issuance. This completion date is subject to revision from time to time as mutually agreed upon in writing between Applicant and the City Manager, or their designee. Upon completion, Applicant shall require contractors' completion notice signed by the contractor. When the Project is completed as set forth in this Agreement, a notice of completion shall be delivered to and approved by the Applicant. Notice of completion shall then be delivered to the City as set forth in this Section 2.6.

Section 3. INSURANCE REQUIREMENTS.

Before fully executing this Agreement, Applicant, 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 Applicant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Applicant 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. Applicant shall maintain the insurance policies required by this section throughout the term of this Agreement. Applicant shall not allow any contractor 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. Applicant shall maintain all required insurance listed herein for the duration of this Agreement.

3.1 Workers' Compensation.

3.1.1 General Requirements. Before beginning any work under this Agreement, Applicant and its contractor(s) 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.

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3.1.2 Submittal Requirements. To comply with Subsection 3.1, Applicant shall submit the following:

a. Certificate of Workers' Compensation Insurance in the amounts specified in the section for all contractor(s) performing work related to the Project; and

b. Waiver of Subrogation Endorsement as required by the section for all contractor(s) performing work related to the Project.

3.2 Commercial General and Automobile Liability Insurance Requirements. Before beginning any work under this Agreement, Applicant and its contractor(s) shall procure "occurrence coverage" insurance 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 Applicant or its contractor and its agents, representatives, employees, and subcontractors. Applicant 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 to the City. Applicant shall maintain the insurance policies required by this section throughout the term of this Agreement. Applicant shall not allow any contractor or subcontractor to commence work on until Applicant has obtained all insurance required herein for the contractor or subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Applicant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 10. In the event Applicant fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Applicant. Failure to exercise this right shall not constitute a waiver of right to exercise later.

3.2.1 Commercial General and Automobile Liability Insurance.

3.2.1.1 General requirements. Applicant and all contractors and subcontractors, at their own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) 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

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to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.1.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. 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.

3.2.1.3 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.

3.2.1.4 Additional requirements. Each of the following shall be included in the insurance coverage or added as an 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.

Any failure of Applicant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

3.2.1.4.1 An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Applicant shall notify City within 14 days of notification from Applicant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3.2.1.4.2 For Applicant's contractors and subcontractors, an endorsement for completed operations for the construction project, such as the CG 20 37 "Additional Insured—

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Owners, Lessees or Contractors—Completed Operations" endorsement form, shall be submitted by Applicant to the City no later than 30 days after completion of the Project.

3.2.1.5 Submittal Requirements and Verification of coverage. Applicant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

a. Prior to execution of this Agreement, Applicant shall submit:

i. Certificate(s) of Commercial General Insurance and Automobile Liability Insurance; and
ii. Additional Insured Endorsement such as CG 20 10 "Designated Person Or Organization Endorsement".

b. Prior to commencement of the Project as described in Section 2.4., Applicant shall furnish City with contractor's certificates of insurance and with original endorsements effecting coverage required herein.

3.2.1.6 Contractors and Subcontractors. Applicant agrees to include with all contractors or subcontracts the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Contractors or subcontractors hired by Applicant agree to be bound to Applicant and the City in the same manner and to the same extent as Applicant is bound to the City under the Contract Documents.

3.2.1.7 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

3.2.1.8 Deductibles and Self-Insured Retentions. Applicant and its contractor(s) 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.

3.2.1.9 Wasting Policies. No policy required by this Section 3 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

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3.2.1.10 Endorsement Requirements. Each insurance policy required by this Section 3 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.

3.2.1.11 Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect City as a named insured.

3.2.1.12 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Applicant shall provide written notice to City at Applicant's earliest possible opportunity and in no case later than five days after Applicant is notified of the change in coverage.

3.2.2 Term of Coverage. Applicant, at its own cost and expense, shall maintain all insurance policies required by this Agreement for the duration of the Agreement's Term. Applicant shall require that all contractors and subcontractors, at their own cost and expense, maintain the insurance policies required by this Agreement until the Project is complete and the Applicant accepts contractor's completion notice.

3.2.3. Remedies. In addition to any other remedies City may have if Applicant 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 Applicant'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 Applicant to stop work under this Agreement or withhold any payment that becomes due to Applicant hereunder, or both stop work and withhold any payment, until Applicant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 4. PREVAILING WAGES.

Applicant shall require any contractors performing work under this Agreement to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771, et seq. For the purpose of this Agreement, prevailing wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

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The Contractors and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractors or subcontractors in connection with the Project. The payroll records shall be kept in accordance with the provisions of Section 1776 of the California Labor Code, and Contractor and each subcontractor shall otherwise comply with requirements of such Section 1776.

Section 5. MAINTENANCE COVENANTS.

The Applicant covenants and agrees, for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that the Applicant will maintain, at Applicant's own cost and expense, the improvements on the Site in a clean and orderly condition, free of graffiti, and in good condition and repair, and will keep the Site free from any accumulation of debris and waste materials. Any damage to the building visible from the street is to be repaired immediately. The Applicant shall promptly touch up painted areas and perform any other repairs needed to maintain an attractive building appearance, including cleaning all awnings, if any, at least once a year.

The foregoing covenants shall remain in effect for a period of 60 months from the completion of the Project. During this 60-month period, Applicant agrees, for itself, its successors, its assigns and every successor in interest, that it will not materially alter the improvements made with City funds, without the prior written consent of City which consent may be conditioned by City to preserve those features to the extent necessary to achieve the objectives of City for entering into this Agreement. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

5.1 Improvements Cannot Be Removed by Applicant Without City's Consent. All Eligible Improvements will become permanent fixtures of the property and cannot be removed by Owner upon expiry or termination of the lease of current tenant at the Site or sale of the property. Exceptions can be made with the prior written consent of the City. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

Section 6. LEGAL REQUIREMENTS.

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

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

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

6.4 Licenses and Permits. Applicant represents and warrants to City that its 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. Applicant represents and warrants to City that its Contractor and its employees, agents, any subcontractors shall, at their sole

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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, Applicant shall obtain and maintain during the term of this Agreement valid Business Licenses from City and Applicant's Contractor and any subcontractors shall obtain and maintain a valid Business Licenses from City during the construction phase of the project.

6.5 Nondiscrimination and Equal Opportunity. Applicant and its Contractor and any subcontractors 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 Applicant under this Agreement.

Section 7. GENERAL PROVISIONS.

7.1 Rights of Access. Representatives of the City shall have the reasonable right to access the Site, without charges or fees, for the purpose of inspecting the Project, including the Eligible Improvements. City (or its representatives) shall, except in emergency situations, give Applicant reasonable advance notice prior to exercising its rights herein. Nothing herein shall be deemed to limit the ability of the City to conduct code enforcement and other administrative inspections of the Site in accordance with applicable law.

7.2 Compliance with Laws. Applicant shall carry out the Project in conformity with all applicable federal, state and local laws, including Labor Code requirements; City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

7.3 Assignment. Applicant shall have the right to assign all of its rights and obligations under this Agreement, provided however that any such assignment shall be effective only upon receipt by City of written notice of the assignment.

7.4 Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City:
City of Dublin
100 Civic Plaza

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Dublin, CA 94568
Attention: City Manager
Phone: (925) 833-6650
Email: city.manager@dublin.ca.gov

To Applicant:

Owner
Village Parkway Investments
158 Jackson Street
San Jose, CA 95112
Attention: Kevin Sakimoto on behalf of Mutsuko Yamada and Dorothy Yamada

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

7.5 Relationship between City and Applicant. It is hereby acknowledged that the relationship between City and Applicant is not that of a partnership or joint venture and that City and Applicant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements. Applicant agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Applicant with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements.

7.6 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

7.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

7.8 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.9 Applicant's Indemnity; Waiver. Applicant shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, agents and representatives,

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harmless from, any and all Claims of any kind or nature arising out of the Project or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or accidental death (including reasonable attorneys' fees and costs), which may be caused by the work performed under this Agreement or any activities associated with the Project, whether such activities or work is performed by Applicant or by anyone directly or indirectly employed or contracted with by Applicant. Applicant's indemnity obligations under this section shall survive termination of this Agreement. Applicant's indemnity obligations under this section shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the active negligence or willful misconduct of the City, or its officers, employees, agents or representatives.

Applicant hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the work, or Applicant's obligation to comply with all laws with respect to the work.

7.10 Non-liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or its successors, or on any obligations under the terms of this Agreement.

7.11 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

7.12 No Third Party Rights. This Agreement is made and entered into solely for the benefit of the City and Applicant and no other third party shall have any right of action under this Agreement.

7.13 Disclosure of Documents. Applicant acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

7.14 Liability. Owner is wholly liable for any Claims arising out of this Agreement.

7.15 Termination. In addition to City's right to terminate under Section 2.4 and 2.5, City or Applicant may terminate this Agreement upon written Notice to the other in the event that the other party fails to comply with its obligations under this Agreement.

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

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CITY:

CITY OF DUBLIN

By:

_____

Linda Smith, City Manager

Attest:

_____

Marsha Moore, City Clerk

Approved as to form:

_____

City Attorney

PROPERTY OWNER:

VILLAGE PARKWAY INVESTMENTS

By:

DocuSigned by:

85BD547BDB3042D...

David Yamada, Owner

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EXHIBIT A

SCOPE OF WORK

Scheme 7 - Vertical Brick Columns/Sign Accent: KM4716 Pearly Putty; Marquee Front/Soffit: 304 Stonegate

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EXHIBIT B

ELIGIBLE IMPROVEMENTS

Applicant is the property owner of Village Parkway Investments located at 6894 Village Parkway (A.P.N. 941-0210-009-00) in Dublin, California and shall construct and install the façade improvements including, but not limited to the following:

Village Parkway Investments exterior painting and surface preparation, including replacing front and side façade boards.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Revisions to the Personnel System
Prepared by: Sarah Monnastes, Human Resources Director

EXECUTIVE SUMMARY:

The City Council will consider proposed changes to the City's current Personnel System. The proposed adjustments are a result of the Employee Process conducted earlier this year, as well as the need to revise the City's Classification Plan.

STAFF RECOMMENDATION:

Adopt the following: 1) **Resolution** Amending the Personnel System Rules; 2) **Resolution** Amending the Benefit Plan in Accordance with Personnel Rules; 3) **Resolution** Amending the Salary Plan for Full-Time Personnel and Management Positions Exempt from Competitive Service; 4) **Resolution** Amending the Classification Plan; and 5) **Resolution** Designating the Management Positions Exempt from Competitive Service

FINANCIAL IMPACT:

The fiscal impact of the benefit enhancement proposed herein is approximately $492,046. Of that, $151,500 is a one-time expense, and $340,546 is for on-going structural changes. However, due to the fact most of the costs will not be incurred until January 1, 2024, the Fiscal Year 2023-24 budget impact is estimated to be $302,723.25. These costs will be incorporated into the Fiscal Year 2023-24 mid-year budget review.

DESCRIPTION:

In recent months, the City Manager has been in discussions with City employees regarding City-paid salaries and health and welfare benefits. These discussions, collectively known as the Employee Process, were conducted to collaborate with employees about ways the City can improve its benefit offerings to promote equity, inclusiveness, and diversity and to aid in our recruitment and retention efforts. On May 9, 2023, and again on August 15, 2023, the City Manager

met in Closed Session with the City Council as the Agency Negotiator to discuss and review the Employee Process. As summarized below, the City Council will consider approving several modifications to the City's Personnel System Rules, Benefit Plan, and Salary Plan pursuant to these discussions.

In addition, modifications to the City's Class Plan and Management Positions Exempt from Competitive Service are being proposed to add two new classifications to the City's list of employees.

Personnel System Rules

The City has adopted rules for the administration of the City's Personnel System. As a result of the Employee Process, the City Manager is recommending the following amendments to the Personnel System Rules (Attachment 1):

- Add language regarding the cash-out of general leave.
- Convert Civic Service leave to a floating holiday.
- Add language defining workweeks such that the City can offer 9/80 schedule option to employees.
- Add language clarifying the value of leaves for those on a 9/80 schedule.

In addition, the City Manager is recommending the following amendments to update the Rules with current practices and to be compliant with CalPERS requirements:

- Add language regarding an employee's duty and obligation as a Disaster Service Worker.
- Update the following sections to be consistent with current City practice:
    - Market Rate Adjustments
    - Performance Pay Adjustments
    - Salary Following Promotion
- Incorporate all leave language applicable to management employees by moving it from the Resolution Designating Management Position Exempt from Competitive Service to the Personnel System Rules. This will bring leave benefits for all employees into a single document, making it more transparent to employees.
- Add language clarifying the distinction between Temporary Upgrade Pay and Special Assignment Pay, for CalPERS purposes.

Benefit Plan

The City's Benefit Plan provides a summary of health and welfare benefits such as medical, dental, vision, life, disability insurance, and retirement programs the City provides. As a result of the Employee Process, the City Manager recommends the following amendments to the Benefit Plan (Attachment 4):

- Market Rate Adjustments
    - Salary range adjusted annually on July 1 based on the Consumer Price Index (CPI) changes for the 12 months ending in February with a floor of 1% and a ceiling of 3.5%. Included for years 2023, 2024, 2025 and 2026.
    - A one-time lump-sum payment of $1,500/per employee to acknowledge the recent higher-than-normal CPI.
- Merit-Based Adjustments

    - Provided annually for the period of July 1, 2023, through June 30, 2026, of up to 3%, based on employee's individual performance.
- Medical
    - Beginning January 1, 2024, the City's contribution to medical will be based on the employee's level of enrollment (i.e., employee only, two-party, or family plan). Contributions will be $1,260/month for employee only, $2,255/month for two-party plans, and $2,525 for family plans.
    - For medical plan years 2025, 2026 and 2027, City contributions will increase by half of the percent increase in Kaiser premiums at each level, except if the newly calculated amount exceeds the actual rate of Kaiser for the given year. If this situation occurs, the City contribution from the prior year will carry forward.
    - Beginning January 1, 2024, the health in-lieu opt-out for medical will be based on the level of insurance coverage the employee could receive if they were to enroll in a City-sponsored medical plan; specifically, $250 for employee only, $450 for two-party coverage, and $625 for family coverage.
- Dental
    - Beginning January 1, 2024, the City will add an opt-out option for dental insurance based on the level of coverage the employee could receive if they were to enroll in a City-sponsored dental plan; specifically, $25 for employee only, $50 for two-party coverage, and $75 for family coverage.
- Retirement
    - Language changes to clarify benefit and employee contributions. No change to benefits being offered or employee contributions amounts with the updates.
- Retiree Medical
    - Add language that memorializes the current practice of annual increase. There is no change to the current benefits being offered or who is eligible.
- Deferred Compensation
    - Addition of a $50/month match for employees.
- Holidays
    - Convert Civic Service Leave to a floating holiday and add one holiday for employees to celebrate their cultural or religious holidays.
- Car Allowance
    - Update list to reflect the following:
        - List in alphabetical order.
        - Add Principal Engineer.
        - Remove Planning Director.
    - Add Communications Manager and Parks and Community Services Manager as these classifications often are required to travel throughout the City to conduct City business.

<u>Salary Plan</u>

Included in the City's Personnel System are Resolutions that address salary ranges for City personnel. As part of the 2023 Employee Process, a total compensation survey was conducted for benchmark classifications. Those classifications that were below the sixty-fifth (65^{th}) percentile of comparator agencies are being recommended to be brought to market. Attachment 7 amends

ranges for Fiscal Year 2023-24 to reflect changes resulting from the total compensation survey as well as adds ranges for the classifications of Accounting Manager and Principal Engineer.

The following ranges will increase by the stated percentage (top and bottom) as a result of the total compensation survey:

ASSISTANT CITY MANAGER	5.68%
ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT	3.67%
ASSISTANT FINANCE DIRECTOR	1.91%
ASSISTANT PARKS & COMMUNITY SERVICES DIRECTOR	1.59%
ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER	6.44%
BUDGET ANALYST	4.04%
CHIEF BUILDING OFFICIAL	0.63%
CHIEF INFORMATION SECURITY OFFICER	25.79%
CITY CLERK	5.55%
CODE ENFORCEMENT OFFICER	1.66%
COMMUNITY DEVELOPMENT DIRECTOR	4.90%
DEPUTY CITY CLERK	1.14%
DEPUTY CITY MANAGER	6.32%
ECONOMIC DEVELOPMENT DIRECTOR	10.96%
ENVIRONMENTAL COORDINATOR	4.04%
ENVIRONMENTAL TECHNICIAN	2.03%
FINANCIAL ANALYST	4.04%
GIS COORDINATOR	5.92%
GRAPH DES & COMM COORDINATOR	20.04%
HOUSING SPECIALIST	4.04%
HUMAN RESOURCES DIRECTOR	10.96%
MAINTENANCE COORDINATOR	4.03%
MANAGEMENT ANALYST I	4.06%
MANAGEMENT ANALYST II	4.04%
PARKS & COMMUNITY SERVICES DIRECTOR	1.25%
PLANNING MANAGER	0.69%
PUBLIC WORKS DIRECTOR/ASSISTANT ENG	7.79%
SENIOR CODE ENFRCMNT OFFICER	0.65%
SENIOR MANAGEMENT ANALYST	4.04%

The following classifications are vacant and as a result of the total compensation survey will be brought down to market position:

PUBLIC WORKS TECHICIAN I	-8.45%
PUBLIC WORKS TECHNICIAN II	-7.52%
FINANCE TECHNICIAN II	-4.91%
FINANCE TECHNICIAN I	-4.91%
PUBLIC WORKS INSPECTOR	-3.23%
ACCOUNTING MANAGER	-0.99%
ASSISTANT TO THE CITY MANAGER	-0.97%

Classifications over market will not be adjusted at this time and instead will be re-evaluated in April 2024 to determine if the range should be adjusted based on CPI on July 1, 2024, or remain consistent for Fiscal Year 2024-25. Employees' positions in these ranges will not be adjusted as a result of these changes, except for two employees whose current salaries fall below the minimum of the new range.

Classification Plan

Pursuant to the City's Personnel System Rules, a job description must be adopted for each classification in the organization. The job description typically includes key elements, knowledge, skills, abilities, and requirements of the position. The job descriptions make up the City's Classification Plan. Attachment 9 includes the following amendments:

- Updating the Classification Plan by adding the classification and job descriptions for Accounting Manager. The Accounting Manager is a newly created classification as part of the re-organization to the Finance Department. Governmental Accounting continues to evolve and become more complex requiring a need for a higher-level accountant that can specifically oversee the day-to-day supervision of accounting and finance technician personnel by delegating, planning, and reviewing work to ensure the City's compliance with all accounting standards. In addition, this position will be coordinating with the City's outside auditor in preparing for upcoming changes to these standards, which are occurring more frequently and are more complex in nature. This position will replace the vacant Assistant Finance Director position allocated in the Fiscal Year 2023-24 budget.

- Updating the Classification Plan by adding a Principal Engineer classification and job description. This position was added to the Fiscal Year 2023-24 budget and is responsible for the Development Engineering section of Public Works, including budget creation, supervision, recruitment, and consultant management. The current Senior Civil Engineer will be reclassified to this management-level position, more accurately reflecting the responsibilities and duties of the position.

- Updating the job description for the Graphic Design and Communications Coordinator. Upon review of the job description, duties, and salary range, it was determined that the work being performed by this classification is more appropriately classified as an exempt position, rather than a non-exempt designation. To change this designation, the job

specification had to be updated. While updating for FLSA designation, the specification was also updated to reflect the current duties of the position more accurately.

Management Positions Exempt from Competitive Service

The City Council has adopted a resolution which lists the classifications that are exempt from competitive service and prescribes leave benefits for these classifications. The City Manager recommends moving the leave benefits included in the resolution to the City Personnel Rules for consistency and transparency reasons. In addition, the updated resolution (Attachment 13) re-states the classifications exempt from competitive service, including the addition of the newly created Accounting Manager and Principal Engineer classifications.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Amending the Personnel System Rules
2) Exhibit A to the Resolution – Personnel System Rules
3) Exhibit B to the Resolution – Personnel Systems Rules (redline version)
4) Resolution Amending the Benefit Plan in Accordance with Personnel Rules
5) Exhibit A to the Resolution – Benefit Plan
6) Exhibit B to the Resolution – Benefit Plan (redline version)
7) Resolution Amending the Salary Plan for Full-Time Personnel and Management Positions Exempt from Competitive Service
8) Exhibit A to the Resolution – Salary Plan
9) Resolution Amending the Classification Plan
10) Exhibit A to the Resolution – Accounting Manager Job Specification
11) Exhibit B to the Resolution – Principal Engineer Job Specification
12) Exhibit C to the Resolution – Updated Graphic Design and Communications Coordinator Job Specification (redline version)
13) Resolution Designating the Management Positions Exempt from Competitive Service

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE PERSONNEL SYSTEM RULES

WHEREAS, the City Council is authorized to adopt rules for the administration of the City's personnel system; and

WHEREAS, the City Council adopted resolution No. 111-20 and subsequent amendments updating the Personnel System Rules; and

WHEREAS, the objective of these rules is to facilitate efficient and economical services to the public and provide for an equitable system of personnel management in municipal government; and

WHEREAS, the City periodically amends the Personnel Rules to be current with City practices, personnel law, benefit provisions, or conditions of employment; and

WHEREAS, the leave benefits for Management Employees Exempt from Competitive Service was last adopted by Resolution 110-15, and subsequent amendments, but is now being incorporated into the Personnel System Rules, for consistency and transparency purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby amend the Personnel System Rules, attached hereto as **Exhibit A**, which shall supersede the Personnel System Rules adopted by Resolution 111-20 and any subsequent amendments.

BE IT FURTHER RESOLVED that the leave benefits for positions exempt from competitive service previously outlined in Resolution No. 110-15, and subsequent amendments, will be incorporated into the overall Personnel System Rules adopted by this resolution.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

City of Dublin

Personnel System Rules

Last Updated – September 5, 2023

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1. INTRODUCTION

1.1. These Personnel Rules (hereafter "Rules") generally describe the employment relationship between the City of Dublin (City) and its employees. The Rules apply to all employees, except where otherwise indicated in these Rules, or where an applicable memorandum of understanding (MOU), or Resolution, specifically conflicts with a Rule. City Policies are in conjunction with the Rules. Each employee will receive a copy of these Rules and related City Policies and is responsible for reading and adhering to the Rules and Policies.

1.2. These Rules may be amended from time to time. However, in order to be effective, the amendment must be in writing and approved by the City Council.

1.3. The City Manager, or designee is vested with the responsibility to interpret these Rules in the event any provision of these Rules is deemed to be ambiguous.

2. EMPLOYER / EMPLOYEE RELATIONS

2.1. The City's labor relations policies are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500, et seq. The City has in place an Employer-Employee Relations Resolution, which specifies the City's local rules, rights and obligations regarding labor relations.

2.2. Under the City's Employer-Employee Relations Resolution, and the MMBA, the City recognizes certain labor organizations as the exclusive representative for purposes of labor negotiations. For non-represented employees, the City consults in good faith with all employees regarding wages, hours, benefits, working conditions, and other items of mutual interest and provides advance notice of certain matters as specified in the City's Employer-Employee Relations Resolution. Such consultation shall be in accordance with the law.

2.3. City Employee pay schedules and various health and welfare benefits are set forth in the City's Salary and Benefit Plans and are adopted by the City Council.

2.4. Employees having questions concerning matters related to their classification, salary, or health and welfare benefits may contact City's Human Resources directly.

3. DEFINITION OF TERMS

All words and terms used in this section and in any City Ordinance or Resolution dealing with personnel policies or procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the following words and terms most commonly used are hereinafter defined:

3.1 "Advancement": A salary increase within the limits of a pay range established for a

class."

3.2 "Allocation": The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

3.3 "Appointing Authority": The appointing authority of employees in the Competitive Service is the City Manager. The City Manager shall either approve the appointment, removal, promotion or demotion of all City employees or authorize Department Heads to appoint, remove, promote or demote in certain classes of positions subject to all applicable personnel rules and regulations which may be adopted by Ordinance or Resolution by the City Council.

3.4 "Class": All positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title with common standards of selection, transfer, demotion, and salary.

3.5 "Classification Plan": The designation by City Resolution of the City Council of a title for each class, together with the specifications for each class as prepared and maintained by the City Manager, or designee.

3.6 "Class Specifications": A written description of a job classification, setting forth the essential characteristics, knowledge, skills, abilities and the requirements of positions allocated to the classification. Such documentation may also be referred to as a Classification Description.

3.7 "Competitive Service": All positions of employment in the service of the City except those excluded as specifically set forth in the Dublin Municipal Code Section 2.20.040 (Personnel System) and Council Resolution 84-08 (and any amendments thereto) or its successor.

3.8 "Demotion": The movement of an employee from one class to another class having a lower maximum base rate of pay.

3.9 "Domestic Partner". "Domestic Partner" as defined by the State of California in an appropriate Code Section.

3.10 "Eligible": A person whose name is on an employment list.

3.12 "Employment List":

(a) Open employment list: A list of names of persons who have taken an open-competitive examination for a class in the Competitive Service and have qualified.

(b) Promotional employment list: A list of names of persons who have taken a promotional examination for a class in the Competitive Service and have qualified.

3.13 "Examination":

(a) Open-competitive examination: An examination for a particular class which is open to all persons meeting the qualifications for the class.

(b) Promotional examination: An examination for a particular class which is open only to employees meeting the qualifications for the class.

3.14 "Full-Time Position": A position in the Competitive Service requires at least forty (40) hours per week. A full-time position may be either temporary or regular.

3.15 "Immediate Family": Means parent, current spouse or domestic partner, child, current stepchild, grandparent, brother, current stepbrother, current brother-in-law, sister, current stepsister, current sister-in-law, current mother-in-law or current father-in- law.

3.16 "Part-Time Position": A position having a work week of fewer hours than the work week established for full-time positions. A part-time position may be either temporary or regular.

3.17 "Personnel Ordinance": Ordinance which creates a personnel system and rules for the City as codified in the Dublin Municipal Code Title 2.

3.18 "Position": A group of duties and responsibilities in the Competitive Service requiring the full-time or part-time employment of one person.

3.19 "Probationary Period": A period to be considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position. During such period, an employee is considered at-will and may be terminated at any time without cause.

3.20 "Promotion": The movement of an employee from one class to another class having a higher maximum base rate of pay.

3.21 "Provisional Appointment": An appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles. In no instance shall a provisional appointment exceed six (6) months.

3.22 "Recruitment":

(a) Open: A recruitment for a particular class which is open to all persons meeting the qualifications for the classification.

(b) Promotional: A recruitment for a particular class which is open only to employees meeting the qualifications for the classification.

3.23 "Regular Employee": An employee in the Competitive Service who has successfully completed the probationary period and has been retained as provided in these Rules.

3.24 "Reinstatement": The restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served as a regular non-probationary employee.

3.25 "Temporary Employee": An employee who is appointed to a temporary or a permanent position for a limited period of time.

3.26 "Temporary Position": A full-time or part-time position of limited duration.

3.27 "Transfer": A change of an employee from one position to another position in the same class or in a comparable class.

3.28 "Work Period": A normal work period shall begin at 12:01 a.m., Saturday and shall end at 12:00 midnight on the following Friday. Alternate work periods may be established in accordance with these rules.

4. CLASSIFICATION PLAN

4.1. The City maintains a set of job classification descriptions. Each job classification description includes a class title and a general written description of the duties and responsibilities. Classification descriptions are readily available electronically from the City's internet website, City's internal intranet website and are available upon request to City Human Resources.

4.2. Job classification descriptions may be abolished or amended from time to time. In addition, new job classification descriptions may be added to the City's classification plan.

4.3. When the assigned duties of a position have been materially changed by the City so as to necessitate reclassification, the affected employees(s) shall be allocated by the City Manager or designee to a more appropriate class, whether new or already created. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

4.4. If employees believe they are performing work outside the scope of the classification description covering their position, they should report the information, in writing, to their immediate supervisor who will work with the Department Head

and Human Resources to further evaluate the position.

4.5. The City may utilize temporary or emergency employees in such circumstances as the City deems appropriate. These employees may be assigned to regular or temporary full- or part-time positions during such periods.

5. RECRUITMENT AND SELECTION

5.1. Recruitment

5.1.1. The City may utilize any legitimate recruitment procedure for attracting qualified applicants. Recruitments may be "promotional" or "open," depending on the City's needs.

5.1.2. Consistent with the best interests of the City, all vacancies in the Competitive Service shall be filled by promotion from within the Competitive Service, after a promotional examination has been given and a promotional list established. The City will give reasonable notice to all employees concerning the City's employment opportunities.

5.1.3. If, in the opinion of the City Manager or designee, it is in the best interest of the City, a vacancy in a position may be filled by an open-competitive examination instead of a promotional examination. In that event the City Manager or designee shall arrange for an open-competitive examination and for the preparation and certification of an open-competitive employment list.

5.2. Applications for Employment

5.2.1. Each candidate shall complete those application forms designated by the City. An applicant's failure to provide complete, truthful and accurate information on all application materials shall be grounds for immediate disqualification in the application process and may result in dismissal from employment.

5.2.2. As part of the pre-employment procedure, applicants may be required to supply references, and a waiver, to enable a thorough background check, including fingerprinting, by the City. The City has the right to conduct a complete and exhaustive background investigation on all applicants seeking employment with the City of Dublin to the extent permitted by law.

5.3. Disqualification or Rejection

5.3.1. The City may reject or disqualify applicants for any legitimate reason. In addition, the City may permanently disqualify applicants from future employment for good cause. In the event of permanent disqualification, the City shall notify the applicant of the action, include a brief description of the

reasons, and permit the applicant to appeal pursuant to the procedure specified in these rules. The appeal submission will be maintained with the application file, if requested by the appellant. The appeal procedure is not available to applicants except in cases of permanent disqualification.

5.3.2. Criminal Conduct - Once a conditional job offer has been made, employers are permitted to conduct a criminal history check. However, the City cannot rescind the job offer based on an applicant's criminal history without going through the following process:

1) Making an individualized assessment that justifies denying the applicant the position. In making such determination, the appointing authority may consider the following factors:

   (a) the classification to which the person is applying or being certified and whether the classification is unrelated to the conviction;

   (b) the nature and seriousness of the offense;

   (c) the circumstances surrounding the conviction;

   (d) the length of time elapsed since the conviction;

   (e) the age of the person at the time of conviction;

   (f) the presence or absence of rehabilitation or efforts at rehabilitation;

   (g) contributing to social or environmental conditions.

2) Notifying the applicant in writing of a preliminary decision to take back the offer;

3) Giving the applicant a chance to provide additional information; and

4) Notifying the applicant in writing of a final decision to take back the offer and informing the applicant of the right to complain to California's Civil Right Department (CRD).

5.3.3. An applicant who is disqualified for employment under this section may appeal the determination of disqualification. Such an appeal must be in writing and filed with the City Manager or designee within ten (10) days of the date of the notice of disqualification. The City Manager or designee will hear and determine the appeal within ninety (90) calendar days after it is filed. The

determination of the City Manager or designee on the appeal is final.

5.4. Testing / Assessment Process

The City may utilize any legitimate method to determine the qualifications of applicants, including, without limitation, written tests, oral examinations, panel interviews, assessment centers and oral interviews. The City may list successful applicants on a "list of eligibles." The list of eligibles will be maintained for the duration specified by the City.

5.5. Appointment

5.5.1. The City may appoint any qualified applicant from the list of eligibles to a regular position in the classification for which the applicant is qualified. Positions may be full-time, or part-time, depending on the needs of the City. In the absence of a list of eligibles, the City may make temporary appointments pending development of a new list. The City endeavors to provide notice to all City employees at least one week in advance of new employment opportunities.

5.5.2. The City in its discretion may permit lateral transfers to a vacant position. The transfer shall be subject to the rules governing transfers. The City endeavors to provide notice of vacant positions for at least one (1) week to ensure opportunities for transfer.

5.5.3. The City may in its discretion cause a new list of eligibles to be generated in the event the City believes that circumstances warrant a new list. Such circumstances include, but not limited to the age of the eligible list; an inadequate number of candidates; and changing job requirements.

5.5.4. In the absence of names of individuals willing to accept appointment from appropriate employment lists, a provisional appointment may be made by the appointing authority of a person meeting the minimum training and experience qualifications for the position. This appointment may be made during the period of suspension of an employee or pending final action on proceedings to review suspension, demotion or discharge of an employee. A provisional employee may be removed at any time without the right of appeal or hearing.

5.5.5. A provisional appointee accrues the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the City, the time served as a provisional appointee is counted as time toward the fulfillment of the required probationary period.

5.5.6. No special credit will be allowed in meeting any qualifications or in the giving of any test or the establishment of any open competitive/promotional lists,

for service rendered under a provisional appointment.

5.6. Probationary Period

5.6.1. Unless a different probationary period is specified in the employment announcement, application, appointment documents or job specification, upon beginning a job in a new classification of employment, employees in the Competitive Service who are not at-will must serve a probationary period of twelve (12) months. Periods of time during unpaid absences shall automatically extend the probationary period by the number of days of the absence. Further, periods of time on paid leave exceeding twenty (20) working days shall extend the probationary period by that number of days the probationary employee is on such leave. Only employees in the Competitive Service who are not at-will employees are subject to probationary periods. If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the City Manager or designee a statement in writing to such effect and stating that the retention of such employee in the service is desired. If such a statement is not filed, the employee will be deemed to be unsatisfactory, and their employment terminated at the expiration of the probationary period. Where a statement of satisfactory service has not been filed, notice of the termination shall be served on the terminated employee by the City Manager or designee after the expiration of the selection period.

5.6.2. The City may establish probationary periods exceeding twelve (12) months in duration for positions involving duties and responsibilities that the City believes warrant an extended probationary period. In that event, the City will indicate the probationary period in the job announcement or other application-related materials. Further, with respect to existing classifications, the City must provide advance notice of the probationary period change to the City employees in those classifications.

5.6.3. During the probationary period, probationary employees may be released from City employment at any time, without cause, without right of appeal or hearing. The City is not required to explain the reasons underlying the release from probationary employment. If the City approves, the released probationary employee may be appointed to any vacant position in a classification in which the employee is qualified and performed satisfactorily for at least one (1) year, subject to a new probationary period.

5.6.4. Promotional Probationary Period. When a regular employee ispromoted, a promotional probationary period shall begin on the effective date of the promotion. During the probationary period of a promoted employee, the Department Head may recommend that the employee be demoted to the

former position, range, and salary if the employee's performance and/or conduct do not meet the standards of the position to which the employee was promoted. Such recommendation is subject to approval by the City Manager or designee. Employees on promotional probation have no rights to tenure in the promotional position and may be returned to their former position without cause, without notice and without right of appeal or hearing. If the former position is not vacant or not available, the employee on promotional probation shall be separated from employment without the right of appeal and placed on the eligibility list for the former position for a twelve (12)-month period. Placement on an eligibility list does not guarantee that the employee will be re-hired to the former position once that position becomes available.

5.6.5. Probationary periods do not apply to "at-will" employment as defined in these Rules, and can be terminated at any time, with or without cause and without right of appeal or hearing.

5.7. At Will

Certain positions in the City are designated "at-will." At-will positions are not subject to the job protections described in these personnel rules, including processes and rules for recruitment, discipline, termination, probationary periods, testing, and appointment from eligible lists. At-will employees are subject to these rules only to the extent that the rules set forth certain benefits and terms and conditions of employment to which all employees are entitled pursuant to applicable law. Other rules applicable to at-will employees are set forth in applicable Council Resolutions. The employment of at-will personnel may be terminated at any time, for any legal reason, and without any requirement of demonstrating "good cause," and without right of appeal or hearing. Nothing in these Rules affects or changes the at-will nature of employment for the City.

6. PERFORMANCE EVALUATION PROGRAM

6.1. The City requires employees in the Competitive Service to undergo performance evaluations periodically throughout their employment. The City shall prescribe appropriate forms for completing performance evaluations.

6.2. The purpose of performance evaluations is to communicate to employees regarding their work performance, and to provide employees an opportunity to discuss their concerns regarding the same.

6.3. All employees shall receive a written performance evaluation six (6) months following the date of hire or promotion. Thereafter, within thirty (30) days of each anniversary date, a written employee performance evaluation will be completed.

Employees may also be requested to complete a written self-evaluation of their performance, for discussion with the employee's supervisor. In addition, a performance evaluation may be prepared at any time, at the discretion of the employee's supervisor.

6.4. Each performance evaluation will be discussed with the employee to identify areas of successful performance and those which require improvement. The employee may comment regarding their work performance, either in an attached written statement or orally to the supervisor. Written statements submitted by the employee will be included into the final evaluation document and filed.

The employee must sign the evaluation, which will signify that they are aware of the contents. The employee's signature does not imply agreement with the contents of the evaluation. If the employee refuses to sign the evaluation, a witness will sign as acknowledgment the employee's refusal to sign the evaluation. All employee evaluations will be signed by the employee's direct supervisor, the employee's Department Head, and the City Manager, or designee.

6.5. Performance evaluations are kept in employee personnel files. Employees may submit comments or rebuttals to their performance evaluations within thirty (30) calendar days of issuance, and these documents will also be maintained in the personnel files with the performance evaluations.

7. FITNESS FOR DUTY EVALUATIONS

All employees must be physically and mentally capable of performing the essential functions of their jobs. The City, at its expense and selection, may require an employee to undergo a fitness for duty evaluation based on any reasonable cause.

8. PERSONNEL FILES

8.1. The City maintains an official personnel file for each of its employees. Personnel files contain personnel records deemed necessary for the administration of human resources in the City.

8.2. Personnel files are available for inspection by employees within a reasonable time after an employee's request and without loss of pay, provided that employees make arrangements with their supervisor if the inspection occurs on duty. Upon written request, employees may obtain copies of the materials subject to inspection. The City may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information, and materials relating to investigations.

8.3. The City maintains injury reports and confidential medical records in separate files.

No information contained within an employee's personnel file will be released to a third party unless a waiver has been signed by the employee, except as required by law. Only those documents which have been specifically released by the employee as shown in the waiver will be shown to the third party.

9. WAGE AND HOUR BENEFITS

9.1. General Provisions

9.1.1. Wages and benefits are subject to approval by the City Council. Wages and benefit schedules are contained in the City's Salary and Benefit Plans covering the City's classifications. Employees having any questions about employment classifications, wages and benefit schedules should contact City Human Resources.

9.1.2. The City is committed to observing all its obligations under the Fair Labor Standards Act ("FLSA"). These rules, as well as all applicable provisions in memoranda of understanding, Council Resolutions, and all City pay practices, shall comport with, and shall be interpreted to ensure the minimum requirements of, the FLSA.

9.1.3. The City Manager or designee will designate a workweek for employees in accordance with the law. The usual working hours for City employees shall be 8:00 a.m. to 5:00 p.m. (including a one-hour unpaid lunch break) and a normal workweek consists of forty (40) hours. Some departments may require a different work schedule developed by the Department Head and approved by the City Manager or designee. Alternative or flexible schedules that result in a regular schedule of more than forty (40) hours in a workweek are not permitted. Any flexible day(s) must be taken within the same workweek, must be scheduled as not to interfere with assigned duties, and are subject to approval by the Department Head and/or City Manager. All alternative or flexible schedules must be reviewed prior to the effective date to ensure compliance with FLSA.

9.1.4. Except when necessary to address an emergency or special circumstance, employees who *are* entitled to overtime compensation under the law may not work outside of regularly scheduled working hours or during unpaid meal periods without the prior authorization of a supervisor. In any emergency event, employees must report overtime work as soon as possible after the work is performed. Violations of this rule may result in discipline, up to and including termination of employment.

9.1.5. Overtime for eligible employees is any hours worked in excess of forty (40) hours during a single workweek.

9.1.6. Non-exempt employees, working in excess of the normal forty (40) hour workweek, shall be paid at an hourly rate of one and one-half times the regular hourly rate. Non-exempt employees may choose to be compensated for overtime work through compensatory time off (CTO) at the rate of one and one-half hours CTO per overtime hour worked instead of receiving cash payment. The decision to receive overtime pay or CTO credit shall be made at the end of the pay period in which the overtime is worked, provided the employee has not accrued the maximum CTO allowed. Employees may not convert CTO to overtime pay except at termination of employment or change in eligibility for CTO accrual. CTO may be accrued up to a maximum as established by these Rules.

9.1.7. For purposes of calculating overtime pay, holidays count as hours worked within a workweek. Paid leaves do not count as hours worked within a workweek. Employees eligible for overtime who take minutes at a City Council, Commission or Committee meeting shall be compensated at one and one-half times their hourly rate for the time they are attending the meeting, regardless of the hours worked in the corresponding workweek.

9.1.8. The City designates as "FLSA Exempt" those employees who work in professional, executive or administrative capacities and who are therefore not entitled to overtime compensation under the FLSA.

9.1.9. In the case of civil disaster, state of extreme emergency or local peril, all employees have the duty and obligation to perform emergency works upon request of proper authority declaring such emergency. The overtime procedures herein established shall not be in effect and compensation procedures shall be determined at the time of such conditions by the City Manager.

9.2. Compensation

9.2.1. <u>Market Rate Adjustments:</u>

All Market Rate Adjustments shall be based on changes in the Consumer Price Index (CPI) or a total compensation salary survey, as determined by the City Manager and approved by the City Council.

(a) As provided for in the salary and benefit plan, the City Manager is authorized to assign salaries within a range. The range is adopted by the City Council in the Salary Plan.

The Market Rate Adjustments are established on an annual basis, pursuant to the Benefit Plan, and subject to approval by City Council.

(b) Market Rate Adjustments shall be effective July 1st annually.

(c) The Market Rate Adjustment shall be noted on the Personnel Action Form that must be approved by the City Manager or designee.

9.2.2. Merit Adjustments:

Merit Adjustments are separate from Market Rate Adjustments and shall be based entirely on employee performance.

(a) Each fiscal year, the City Manager or designee will determine the maximum Merit Adjustment percentage based on the Council-authorized Salary Plan for all regular employees regularly scheduled to work twenty (20) or more hours per week.

(b) The City Manager or designee will notify all regular employees prior to the start of the fiscal year the amount available for Merit Adjustments.

(c) Any recommendation for a Merit Adjustment shall include a written performance evaluation.

(d) An employee's performance is reported on a form designated by the City Manager or designee. Where applicable, this evaluation also includes input and observations from the employee's supervisor.

(e) Based upon the performance evaluation, the City Manager or designee may authorize an additional Merit Adjustment, provided that adjustment will not create a salary that is greater than the range authorized in the adopted Salary Plan. The amount of the adjustment shall be based on the evaluation presented and any other factors indicating the employee's work performance.

(f) The effective date of any Merit Adjustment shall be noted on the Personnel Action Form that must be approved by the City Manager or designee.

9.2.3. Performance Pay Adjustments:

Performance Pay Adjustments are separate from Merit Adjustments and are intended to provide limited pay adjustments given an employee's salary position within the adopted pay range.

(a) An employee shall be eligible for a Performance Pay Adjustment

annually, provided the other criteria in this section have been met. This is to allow for a Performance Pay Adjustment in conjunction with an employee's annual review related to the employee's anniversary date.

(b) A Performance Pay Adjustment shall be a one-time wage increase, which will not alter the pay range adopted pursuant to the adopted Salary Plan.

(c) This adjustment may be granted to a regular employee scheduled to work twenty (20) or more hours per week, if the evaluation process followed under provisions for Merit Increases (Section 9.2.2) indicates that the employee's performance is at a satisfactory level or above, which would warrant a Performance Pay Adjustment beyond the adopted salary range.

(d) A Performance Pay Adjustment shall be at the discretion of the City Manager or designee and will be based on a written performance evaluation and any other factors indicating the employee's work performance.

(e) Performance Pay Adjustments shall be a one-time lump sum payment, based on the score received on the performance evaluation. In exceptional cases, the City Manager may authorize a Performance Pay Adjustment which shall not exceed 9% of the employee's annual salary. For purposes of this section, the employee's annual salary shall be twelve (12) times the employee's monthly salary prior to the adjustment.

(f) The effective date of any Performance Pay Adjustment shall be noted on the Personnel Action Form that must be approved by the City Manager or designee.

9.2.4. Salary Following Promotion:

When an employee is promoted to a position allocated to a classification with a higher salary range, such employee shall generally be placed in the new salary range 5.0% above the previous salary level. Upon recommendation of the Department Director, the City Manager may approve assignment to any other salary within the higher salary range, but never outside the salary range.

9.2.5. Temporary Upgrade/Special Assignment Pay:

a. Temporary Upgrade Pay

Employees assigned to perform duties of an assignment, in writing by the City Manager or designee, who pursuant to such assignment, assumes and performs all of the ordinary day-to-day duties of a position of a higher classification for at least thirty-one (31) consecutive work days shall be paid an additional 5% of the regular pay of their own classification, or the first step of the higher classification in the classification plan whichever is greater, for all time worked in the assigned higher classification

Temporary Upgrade Pay will be limited to 960 hours a fiscal year for assignments in vacant positions qualifying for temporary upgrade pay. Temporary Upgrade Pay is reportable to the California Public Employee Retirement System (CalPERS), as defined by CCR 571(a)(3) for classic CalPERS members, to the extent allowed by law.

Work assignments shall not be changed for the sole purpose of evading the requirement of providing temporary upgrade pay to an employee who would otherwise be eligible. The effective date of any change in assignment under this section shall be noted on a Personnel Action Form that must be approved by the City Manager or designee. A Personnel Action Form shall be generated upon the completion of the acting pay status identifying regular pay of an employee's classification prior to the acting pay authorization.

b. Special Assignment Pay

An employee who is temporarily assigned for a at least thirty-one (31) consecutive workdays to perform significant additional duties outside the scope of the job specification of the employee's classification, in addition to the employee's regular job duties, will receive Special Assignment Pay at a rate of five percent (5%) above the employee's base salary. This pay is not reportable to CalPERS.

10. WORKWEEK, CALL-BACK PAY, MEAL PERIODS, 11. AND LACTATION BREAK

10.1 Workweek

10.1.1 The City's standard workweek for full-time employees is forty (40) hours per week, in a seven (7) day period. The workweek generally commences at 12:01 a.m. every Saturday and is a regularly recurring seven (7) day period ending at 12:00 midnight every Friday.

The workweek for employees on an alternative work schedule may be modified based on individual schedules to accommodate forty (40) hours in

a seven (7) day work period. For employees assigned to the 9/80 work schedule, each employee's designated FLSA workweek shall begin exactly four (4) hours after the start of the employee's regularly scheduled eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off. The same day of the week shall be permanently designated as the employee's alternating regular day off.

10.1.2 The City shall establish and may modify regular working hours for its employees. The City may require employees to work overtime and to perform standby responsibilities. Employees shall be responsible for reporting to work on time and observing the work schedule established for their department.

10.2 Call-Back Pay

When an employee, considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA), has completed a normal shift for the day, is on a regular day off, or is on paid leave, and is called back to work, the employee will, upon reporting, receive a minimum of two (2) hours work at the overtime rate (time and one-half), or if two (2) hours of work is not furnished, a minimum of two (2) hours of pay at the overtime rate. Subsequent hours worked under this section will be paid according to the overtime provision in Section 9 of these Rules. This provision does not apply to instances in which the employee is called to report before the regular starting time and is furnished work until the end of his/her normal shift. The first two (2) hours of call back pay, per occurrence, cannot be taken as compensatory time off and will be paid to the employee as a cash payment.

10.3 Meal Periods

Unless otherwise established for a department for particular employees, employees shall receive a thirty (30) or sixty (60) minute meal period that shall not be compensated. During the meal period, the non-exempt employee must be completely relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee shall be compensated. Meal periods may not be used to shorten the workday.

10.4 Lactation Break

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond any compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would "seriously disrupt" the City's operations as those terms are used in Labor Code section 1032. Once a lactation break has been approved, it should not be interrupted except for emergency or exigent circumstances.

For additional information concerning lactation accommodation, see the Lactation Accommodation policy.

11. LEAVES

11.1 Leave Overview

11.1.1. Employees are expected to be at work at scheduled times. To ensure public accountability and the integrity of public service, all employees are expected to account for their absences from work. Leave time is chargeable in increments of one- quarter of an hour (1/4) or fifteen (15) minutes.

11.1.2. Scheduled ~~l~~eaves are subject to approval by the Department Head and scheduled two (2) weeks in advance whenever possible, with due regard for the City's service needs.

11.1.3. The City may employ any reasonable measure to ensure employees are properly accounting for leaves, including requiring reasonable proof that the basis for the leave is legitimate. Employees may be required to submit a medical certification of sickness supporting a request for sick leave use pursuant to these Rules and City policy. The City may require a fitness for duty certification from any employee returning from leave. Abuse of leave privileges, including working for a secondary employer while on sick leave, may subject an employee to disciplinary action, up to and including termination of employment.

11.1.4. Leave benefits are available only to regular, or probationary, employees regularly scheduled to work more than 1,040 hours on an annual basis, but not temporary part-time or "extra help" personnel unless otherwise noted.

11.2. General Leave

11.2.1. A General Leave Plan has been established for all employees regularly scheduled to work more than 1,040 hours on an annual basis, in lieu of traditional vacation and sick accrual programs. The City's General Leave Plan conforms with the Healthy Family Act of 2014 (CA Paid Sick Leave). General leave may be used for any leave purpose; however, the following sections govern its use.

11.2.2 General leave falls into two categories:

(a) Scheduled Leave: Any leave which can be reasonably forecast or anticipated (i.e., vacation leave), scheduled medical/dental appointments, extended weekends, personal leave, etc.

Scheduled leave requires the approval of the City Manager or designee prior to the absence. A request for scheduled leave should be submitted on a form designated by the City Manager. The employee shall be given due regard in selecting a convenient period to

take scheduled leave, provided it is not in direct conflict with the best interest of the City. Every effort should be made to submit requests two weeks prior to the requested leave.

(b) Unscheduled Leave/Paid Sick Leave: Any leave that is genuinely of an unanticipated nature (i.e., leave due to illness); Unscheduled Leave exceeding five (5) days may require a certificate indicating that the employee was unable to work and may also be required to specify whether the employee can return to work with or without restrictions.

The use of unscheduled leave shall be reported on a form and manner designated by the City Manager. In appropriate or excessive use of unscheduled leave may be grounds for disciplinary action.

11.2.3. Employees accrue General Leave at the following rates:

(a) Full-Time employees in the Competitive Service accrue general leave for each bi-weekly period of service, based on the years of service with the City according to the schedule below. General leave shall be accrued based on actual hours paid during the pay period. For example, if an employee begins work on any date other than the first working day of a bi-weekly pay period, or an employee takes any time leave without pay, the amount of general leave earned in that period is proportionate to the number of hours/days worked. The accrual of general leave begins on the first day of work. The bi-weekly period coincides with the payroll period established by the City.

Length of Service	Leave Accrued Each Bi-weekly Pay Period (Based on 40 Hrs. Paid)	Leave Accrued Each Year
Beginning with the first month through 5th year (60th month)	6.77 Hours	22 days
Following the 5th year through the 10th year (61st – 120th month)	8.31 Hours	27 days
Following the 10th year through the 15th year (121st month – 180th month)	8.92 Hours	29 days
Following the 15th year (181st month)	9.54 Hours	31 days

(b) For employees in the Competitive Service scheduled to work between 20 and 40 hours per week, the pro-rata share to be accrued will be the percentage of a regular 40-hour work week which they are scheduled to

work, multiplied by the leave accrued per month, as shown in Sub-section (a) above. For example, an eligible employee scheduled to work 20 hours per week will accrue 50% of the accrual rate in Subsection (a) above, and an employee scheduled to work 30 hours per week will accrue 75% of the accrual rate shown in Subsection (a) above.

(c) Designated Management (i.e., At-will) Employees accrue general leave for each bi-weekly period of service, based on the years of service with the City according to the scheduled below, except that the City Manager shall be granted the authority to assign general leave accrual rates for at-will employees outside the denoted length of service. Exceptions to the standard accrual rate will be considered based on length of service in other organizations. General leave shall be accrued based on actual hours paid during the pay period. For example, if an employee begins work on any date other than the first working day of a bi-weekly pay period, or an employee takes any time leave without pay, the amount of General leave earned in that period is proportionate to the number of hours/days worked. The accrual of general leave begins on the first day of work. The bi-weekly period coincides with the payroll period established by the City.

Length of Service	Leave Accrued Each Bi-weekly Pay Period (Based on 40 Hrs. Paid)	Leave Accrued Each Year
Beginning with the first month through 5th year (60th month)	7.38 Hours	24 days
Following the 5th year through the 10th year (61st – 120th month)	8.31 Hours	27 days
Following the 10th year through the 15th year (121st month – 180th month)	8.92 Hours	29 days
Following the 15th year (181st month)	9.54 Hours	31 days

11.2.4. No employee shall accrue more than 480 hours of general leave. When an employee's unused leave balance reaches this limit, the employee shall no longer accrue general leave until the balance falls below the maximum accrual limit.

11.2.5. If, during the first twelve (12) months of employment, an employee exhausts all leave accrued, the City Manager may advance an employee up to forty (40) hours of general leave. An advance may only be provided when it is in the best interest of the City and the following conditions are met:

(a) The request is in writing, stating the reason for the advance;

(b) The employee states the date of anticipated return.

(c) The advance of leave is part of a hiring process approved by the City Manager.

(d) Any leave that is advanced will be deducted from future accruals. If an employee terminates employment prior to repayment of the advanced leave, the employee is required to reimburse the City for paid salary and benefits which were not earned by the employee.

11.2.3 Any employee separating from City service who has accrued general leave is entitled to be cashed out of their accrued, but unused, General leave at the employee's hourly rate of pay at the time of separation. When separation is caused by death of an employee, payment will be made to the spouse or the estate of the employee or, in applicable cases, as provided by the Probate Code of the State. General leave will be paid out at the employee's current hourly rate at the time of termination for any unused general leave.

11.3 General Leave Cash Out

Annually, employees may elect to convert up to eighty (80) hours of accrued general leave into a cash payment, at their base rate of pay in effect at the time of the cash-out. Opportunities for general leave conversion will occur twice a year (May and December). Eligibility is contingent on having at least one hundred (100) hours of general leave remaining after the conversion.

Management employees will only be permitted to cash out a total of eighty (80) hours of general leave and administrative leave, cumulatively, each calendar year. See Section 11.10 for information regarding administrative leave cash out.

11.3. Sick Leave

11.3.1. Part-time temporary employees are eligible to accrued sick leave in accordance with the Healthy Family Act of 2014 (CA Paid Sick Leave).

11.3.2. Pursuant to the City's General Leave Plan, regular and probationary full-time employees may earn sick leave only if the employee is ineligible to accrue general leave due to reaching the maximum accrual limit. When a regular or probationary employee has reached the maximum general leave accrual, the employee accrues sick leave at the rate provided for general leave. Once a regular and probationary employee's general leave accrual is below the maximum accrual limit, the employee will no longer accrue sick

leave and will begin accruing general leave.

11.3.3. Full-time regular and probationary employees may not accrue more than 360 hours of sick leave. When an employee's unused sick leave balance reaches this limit, the employee is no longer eligible to earn sick leave.

11.3.4. Use of accrued sick leave hours, pursuant to the City's General Leave Plan are not considered a right that may be used at an employee's discretion. The use of sick leave hours is allowed only in case of necessity as defined herein. An employee shall only be eligible to use sick leave hours, as defined in by the General Leave Plan, in the following instances:

(a) For an employee's illness or injury when the illness/injury prevents the employee from working. Leave exceeding five (5) days may require a doctor's certification indicating that the employee was unable to work.

(b) For an employee's dental, eye, or other physical or medical examination or treatment by a licensed provider.

(c) For family medical purposes when a member of the employee's immediate family is involved. This shall include the family member's illness, accident, medical appointments, or other related occurrences.

(d) For victims of domestic violence, sexual assault, or stalking to:

(i) To obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, and welfare of the employee or employee's child.

(ii) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety. (Labor Code 2230(c); 233(b)(3)(A); 246.5(a)(2))

11.3.5. Employees who use sick leave hours, pursuant to the City's General Leave Plan, will be required to file a request form with the City Manager or designee stating the basis for the absence. The request must be on a form developed and implemented by the City Manager or designee. Once an employee has used half of the sick leave accrued, the City may, within its discretion, request medial certification for any further sick leave use. The medical provider may also be required to specify whether the employee can return to work with or without restrictions. Such release of medical information shall be in compliance with the law.

11.3.6. If a finding of industrial disability is made in connection with California Public Employees Retirement (CalPERS), employees may not be permitted to exhaust paid sick leave balances prior to retirement unless the City Manager, at sole discretion, approves.

11.3.7. Any employee separating from the City service who has unused sick leave hours, pursuant to the City's General Leave Plan, will not be compensated for any sick leave hours remaining at the time of termination, unless specified through an agreement.

11.4. Family Medical Leave (FMLA)/California Family Rights Act (CFRA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), "California Family Rights Act" (CFRA), and Military Caregiving Leave, eligible employees may take up to a total of twelve (12) work weeks of family and medical leave during a twelve (12) month period for a qualifying event. Please reference the City's FMLA and CRFA policy for the administering of the leaves.

11.5. Pregnancy Disability Leave

The City shall provide pregnancy disability leave to eligible employee in accordance with applicable law. The City will follow the City's FMLA and CFRA policy to administer Pregnancy Disability Leave.

11.6. Work Related Injury or Illness Leave

Work Related Injury or Illness Leave shall be granted only after the City's Workers' Compensation administrator has declared the illness/injury to be compensable under the California Workers' Compensation law. The City may grant up to fifty (50) hours of paid time off (per incident) for an employee to attend ongoing medical care/treatment during work hours in conjunction with a work-related injury/illness. Use of Work-Related Injury or Illness Leave hours shall not be considered as a right that may be used at an employee's discretion but shall be allowed only in case of necessity. Employees who use leave hours may be required to provide a written explanation to the City Manager or designee stating the cause of absence and report the hours as instructed on their timesheets. Said explanation shall be on a form developed and implemented by the City Manager or designee. Only regular employees or probationary are eligible for Work Related Injury or Illness Leave. Employees suffering injuries in the course and scope of their work may be entitled to workers' compensation benefits. Employees having questions regarding this rule should contact Human Resources.

11.7. Catastrophic Illness Leave

Upon approval of the City Manager or designee, a catastrophic sick leave bank may be established for the benefit of an employee incapacitated by an extreme or severe illness or

injury. Employees may donate general leave and/or sick leave to another employee in accordance with the City's Catastrophic Leave Administrative Policy.

11.8. Military Leave

Military Leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose must, whenever possible, provide in advance the City Manager or designee, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the City may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

11.9. Jury Duty Leave

Employees summoned by state or federal court to jury duty shall be entitled to full pay during the period of jury service. Employees must keep their supervisors informed of their court schedule and provide proof of jury service to the City with their timesheet. Employees pay any fees received for jury service to the City, except for mileage reimbursement. Jury Duty Leave does not count towards hours worked for purposes of calculating overtime.

11.10. Administrative Leave

Leave in recognition for being required to work hours beyond their regular hours of work to fulfill their employment responsibilities, employees in the Competitive Service, who are designated as FLSA Exempt under these Rules, will be granted on July 1st of each year forty (40) hours of administrative leave Management employees will be granted 64 hours of administrative leave.

(a) On December 1st of each year, employees who receive administrative leave may choose to be paid a maximum of 50% of their unused administrative leave (i.e., 20 hours for Exempt employees, 32 hours for Management). Payment for this administrative leave will be paid with the first pay period ending date after December 1st of each year.

(b) The use of administrative leave requires the approval of the employee's Department Head and City Manager or designee prior to the absence. A request for scheduled administrative leave should be submitted on a form designated by the City. The employee who has available administrative leave and requests use of administrative leave is permitted to use time off within a reasonable period after making a request if use of leave does not unduly disrupt the operations of the City. Employees should make every effort to submit requests to take administrative leave two (2) weeks prior to the requested leave.

(c) On June 30th of each year, any unused leave is forfeited. Administrative leave

has no cash value at separation.

11.11. Leave Without Pay

The City in its discretion may permit employees to be on leave without pay (LWOP) not to exceed ninety (90) days. An extension of any leave of absence without pay beyond ninety (90) days may be granted upon approval of the City Manager when such extension of leave is in the best interest of the City. Employees in such status do not accrue benefits, or receive service credit, and may be required to pay for portions or all health and welfare benefits/premiums during the period of their leave without pay status. Employees may take personal leave without pay when required by law.

11.12. Bereavement Leave

The City grants bereavement leave to include leaves of absence with pay up to five (5) workdays where a member of the employee's or spouse's or domestic partner's immediate family dies. The City in its discretion may require some proof that a death in the family has occurred. Bereavement leave is available only within thirty (30) days of a death in the family unless the employee has made arrangements with the City regarding its use at a later date.

11.13. Holidays

The City observes the following legal holidays, which are available to those employed prior to or on the date of the holiday:

(a) New Year's Day
(b) Martin Luther King Jr. Birthday
(c) Presidents Day
(d) Memorial Day
(e) Independence Day
(f) Labor Day
(g) Veteran's Day
(h) Thanksgiving Day
(i) Day After Thanksgiving
(j) Day Before Christmas
(k) Christmas
(l) Day Before New Year's Day
(m) See Benefit Plan for Floating Holidays

11.13.1 In the event that a holiday falls on a Saturday, the preceding Friday shall be a holiday. In the event a holiday falls on a Sunday, the following Monday shall be a holiday. In cases where one of two (2) consecutive holidays falls on a weekend day (e.g., the Day before Christmas and Christmas Day/the Day before New Year's and New Year's Day) a conflict may occur with

the paragraph above. In such cases, the City Manager designates the day(s) to be observed as a holiday(s) in lieu of the holiday(s), which falls on Saturday and/or Sunday. The City Manager's designation shall not result in the observation of more total holidays than are approved in the Benefit Plan.

11.13.2 If a non-exempt employee is required to work on a holiday, the employee shall receive pay at time and one-half of their hourly rate for all hours worked, in addition to the holiday pay provided for in this section.

11.13.3 The floating holidays are subject to supervisory approval and may not be carried over to another calendar year and are lost unless used prior to the end of the calendar year.

11.13.4 Part-time employees who occupy authorized half-time or three-quarter time positions and are scheduled to work 20 hours or more per week on a continuous basis shall receive prorated holiday pay for each recognized holiday outlined in this Section, as follows: half-time employees shall receive 4 hours holiday pay; three-quarter time employees shall receive 6 hours of holiday pay.

11.13.5 If a holiday falls on an employee's regularly scheduled day off, the employee shall be credited eight (8) hours' time off with pay to either their general leave or compensatory time banks.

11.13.6 Designated and floating holidays are credited as eight (8) hours each. If the employee works a schedule with more than eight (8) hours in a workday, the employee must use accumulated vacation or compensatory time to provide the difference between eight (8) hours and the employee's normal workday. As an alternative, the employee may make up the difference by working the additional time, but only during the work week in which the holiday fell.

11.14 Compensatory Time Off (CTO)

Non-exempt employees may choose to be compensated for overtime work through compensatory time off (CTO) at the rate of one and one-half hours CTO per overtime hour worked instead of receiving cash payment. CTO may be accrued up to a maximum of 100 hours for regular and probationary non-exempt employees. If an employee reaches the maximum limit, they shall be compensated for all overtime worked. If an employee has accrued any unused CTO at termination, the employee shall be paid for such unused CTO at their regular rate of compensation at termination.

11.15 School Leave

Employees who are parents, guardians or grandparents of a child in kindergarten through grade 12 may take up to forty (40) hours per year, not exceeding eight (8) hours in a month, to participate in the child's school activities. The employee must use accrued general leave, floating holiday, administrative leave or compensatory time for this leave. Prior notice of the need for this leave must be given to the immediate supervisor.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to attend a portion of the school day in their child's classroom, the employee should alert their supervisor or manager as soon as possible before leaving work. In accordance with California Labor Code § 230.7, no adverse action will be taken against an employee who takes time off for this purpose.

11.16 Voting Time

Employees will be granted time off with pay to vote in any general, direct primary or presidential primary election in accordance with the provisions of the Elections Code section 14000. Employees must give notice to their immediate supervisors of their need to take such time off as soon as practical.

11.17 Civic Service Leave

Effective September 2023, civic service leave is being discontinued, in exchange for floating holiday. To convert from a leave type provided on a fiscal year to one given on a calendar year, employees will forfeit 4 hours of the civic service leave granted July 1, 2023, and the other 4 hours, if unused as the time of conversion, will be converted to additional floating holiday time to be used during the 2023 calendar year. Any employee who has used more than 4 hours of civic service leave at the time of conversion will have a reduction in floating holiday hours in 2024 that is proportionate to the excess civic service hours used prior to conversion.

11.18 Time Off for Immediate Family of Victims of Crime

Employees who are the immediate family members (spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) or registered domestic partner of a victim of a violent or serious felony may take time off from work in order to attend judicial proceedings related to that crime. The crime must be an offense enumerated in Labor Code Section 230.5(a)(2).

11.19 Leave to Perform Emergency Duties or to Attend Related Training

An employee may take leave to perform duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. However, the City does not have to provide this leave if the employee's absence would hinder the City's availability to provide public safety or emergency medical services.

11.20 Unauthorized Leave or Job Abandonment

An unauthorized absence from the work site or failure to report to duty after a leave request has been disapproved, revoked, or cancelled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absences may be grounds for disciplinary action, including termination.

11.21 Relocation Expenses

The City Manager shall have the authority to negotiate on behalf of the City relocation expenses for designated management employees, as identified in the Management Positions Except from Competitive Service Resolution. Such expenses may include travel, interim housing, storage, and other relocation expenses as deemed appropriate by the City Manager.

12. TRANSFERS

12.1 A non-probationary City employee with at least satisfactory appraisal ratings may request a transfer to a lateral or other lower-level vacant position in the City. The transfer request may be initiated by submitting forms as prescribed by Human Resources. The employee requesting a transfer must meet the minimum qualifications for the vacant position and may be subject to interviews and other pre-employment processes specified by the City. Following reasonable notice to City employees, vacant positions may be filled through transfers rather than appointments from eligible lists.

12.2 The City may initiate a transfer of a disabled employee who qualifies under applicable disability laws but cannot perform the essential functions of their job without reasonable accommodation. Such transfers will have priority over any eligibles on an existing eligible list.

13. LAYOFF AND RECALL

13.1 Whenever in the sole judgment of the City Council it becomes necessary to abolish any position that is held by a full-time regular employee due to a reorganization, or lack of work or funds, the employee holding that position may be laid off or demoted without disciplinary action and without the right of appeal. Whenever possible, employees will be given at least thirty (30) days' notice of any layoff.

13.2 When a layoff involves a position classification held by more than one person, layoffs will be made in a reverse order of seniority. Seniority will be determined by including all periods of full-time regular service at or above the classification level where the layoff is to occur.

13.3. Persons laid off or demoted in accordance with this Rule will have their names kept on a re-employment list for two (2) full years from the date of layoff or demotion. The re-employment list will be used by the City when a vacancy arises in the same or lower classification of position in the department where the layoff originally occurred before seeking promotional and/or general applications from others.

13.4. This Rule does not apply to at-will, part-time or probationary employees.

14. EMPLOYEE SAFETY/VIOLENCE IN THE WORKPLACE

The City is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. (Labor Code § 6400.) The workplace includes any location where City business is conducted, including vehicles and parking lots.

Safety is everyone's responsibility. All employees must use safe work practices and report any unsafe conditions that may occur. Please become familiar with the City's Workplace Violence Prevention policy.

15. GRIEVANCE PROCEDURE

15.1. The grievance procedure is intended to provide an avenue only for redress of complaints that the City has in some manner violated any of the Personnel Rules.

15.2. The grievance appeal must be initiated by the employee (appellant) within fifteen (15) calendar days of the facts giving rise to the appeal and must be submitted to Human Resources. Failure to initiate an appeal within this time frame will result in denial of the appeal as untimely and void. Human Resources may submit the appeal for response as the first step to a directly involved supervisor or another department representative.

15.3. Appeals must be in writing, signed by the affected appellant(s) and allege that the City has violated a specific provision of these Rules. Appeals must contain the specific facts upon which they are based. Appeals that fail to include these elements may be rejected on that basis. An email may serve as a written appeal.

15.4. Human Resources will review the appeal and shall serve notice of a written response within fifteen (15) calendar days of receipt of the appeal.

15.5. If the appellant is dissatisfied with the City's first response, the appellant may submit an appeal to the City Manager. The appeal must be received by the City Manager within fifteen (15) calendar days of Human Resources' decision.

15.6. The City Manager, or the City Manager's designee, will review the appeal and shall serve notice of a written response within fifteen (15) calendar days of receipt of the appellant's appeal. The City Manager's decision shall be final.

15.7. No other grievance or appeal procedure may be used for matters within the scope of this appeal procedure.

15.8. Exhaustion of this appeal procedure is intended to provide an informal avenue for redress of complaints relating to these rules, and to give the City an opportunity to investigate the complaint and correct any problems before they become more serious.

16. DISCIPLINE/GENERAL RULES OF CONDUCT

16.1 General Rules of Conduct

It is expected that all employees shall render the best possible service to, and reflect credit on, the City. Therefore, the highest standards of professional conduct are essential and expected of all employees.

16.2 Disciplinary Actions

The City of Dublin may invoke the following types of disciplinary actions:

(a) Official Reprimand
(b) Suspension Without Pay
(c) Reduction in Pay
(d) Demotion
(e) Disciplinary Probation
(f) Discharge/Termination

16.3 Grounds for Discipline

16.3.1. Disciplinary measures may be taken for any good and sufficient cause. City employees who are employed "at-will," or who are temporary or probationary, are not subject to the requirement of good cause, and are not entitled to pre-discipline procedures or appeals under these policies.

16.3.2. Good cause exists not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform assigned duties, causes other employees' inability to perform their duties, or involves any improper use of their position for personal advantage or the advantage of others. Good cause also exists if an employee is unable to perform the duties of their position for an extended period. The type of disciplinary action depends on the seriousness of the offense and the relevant employment history of the

employee. Causes for disciplinary action against an employee may include, but are not limited to, the following:

(a) Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the City.

(b) Dishonesty; furnishing knowingly false information in the course of the employee's duties and responsibilities.

(c) Inefficiency, incompetence, carelessness or negligence in the performance of duties.

(d) Violation of safety rules.

(e) Violation of any of the provisions of these personnel rules and regulations, department rules and regulations, City policies, City ordinances or resolutions.

(f) Inattention to duty.

(g) Tardiness, overstaying lunch periods, or leaving early.

(h) Being under the influence of an intoxicating beverage or non-prescription drug, or prescription drugs not authorized by the employee's physician, while on duty or on City property, or any other violations of the City's Drug and Alcohol-Free Workplace policy.

(i) Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor.

(j) Unauthorized soliciting on City property.

(k) Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.

(l) Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state or local law which negatively impacts the employee's ability to effectively perform their job or brings discredit to the City.

(m) Discourteous and/or offensive treatment of the public or other employees.

(n) Falsifying any City document or record.

(o) Misuse of City property; improper or unauthorized use of City equipment or supplies; damage to or negligence in the care and handling of City property.

(p) Theft or sabotage of City property.

(q) Sleeping on the job, except as specifically authorized.

(r) Accepting bribes or kickbacks.

(s) Intimidation or interference with the rights of any employee.

(t) Outside work or any other activity or conduct which creates a conflict of interest with City work, which causes discredit to the City, negatively impacts the effective performance of City functions or is not compatible with good public service or interests of the City service.

(u) Failure to obtain and/or maintain the necessary license or certification specified for the position; failure to maintain minimum qualifications for a position including required licenses or certificates.

(v) Abusive or intemperate language toward or in the presence of others in the workplace.

(w) Gambling on the job.

(x) Excessive absenteeism; inability to perform the duties of the position.

(y) Conduct unbecoming a City employee.

(z) Any other conduct of equal gravity to the reasons enumerated above as determined by the City.

The above reasons are indicative and not restrictive. Discharge, suspension, demotion, reduction in pay or other discipline may be based on reasons other than those specifically mentioned above.

16.4 Authority to Discipline

16.4.1. Any authorized supervisory employee may institute disciplinary action for

cause against employees under their control in accordance with the procedures outlined in these Rules.

16.4.2. The City in its discretion may place employees on Paid Administrative Leave. Employees on such leave are subject to the City's instructions during their normal working hours.

16.5. Procedure for Disciplinary Action

In the absence of a process in a Memorandum of Understanding (MOU), employees covered by this Rule are governed by the following provisions.

16.6. Written Notice/ Pre-Discipline Meeting/ Final Action

16.6.1. Written Reprimands

The employee may submit a written response to the reprimand which shall be placed in the employee's personnel file. There is no further right of appeal to a written reprimand. For other discipline, the City shall issue a written notice of intent to discipline (NOI), describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based.

16.6.2. Minor Discipline

For other discipline that is less severe than a reduction in pay or suspension of six (6) working days, the discipline may be imposed prior to providing the employee a right to respond to the discipline. Within a reasonable time after the discipline is imposed, or before the discipline is imposed, within the City's discretion, the City must provide the employee with NOI, which includes the reasons for the action, a copy of the charges including materials upon which the action is based, and notice of the employee's right to respond, orally or in writing, to the proposed action. If the employee chooses to respond orally, the City Manager, or designee, shall convene a meeting to review the employee's response and position. The employee is entitled to have a representative of choice to attend the meeting. If the City Manager (or designee) decides to reduce the discipline, and if the employee has already served a disciplinary suspension for the offense, the employee will be compensated commensurate with the reduction in discipline. The City Manager's (or designee's) decision is final and there is no further right of appeal.

16.6.3. Major Discipline

For discipline that is greater in severity than a reduction in pay or suspension of five (5) working days, the employee shall receive notice of the right to respond, either orally or in writing, before discipline is imposed. If the employee wants to respond orally, the City will set a pre-

discipline meeting (Skelly meeting) approximately one (1) week from the date of the NOI, unless a different time and date is set by mutual agreement.

For discipline that is greater in severity than a suspension of five (5) working days, the City Manager, or designee, will convene a pre-discipline meeting (Skelly) to review the employee's response and position before imposing discipline. The employee is entitled to a representative of choice, provided, however, that the inability of a particular representative to attend the meeting is not the cause requiring a continuance of the meeting. At the meeting, the employee will have the opportunity to respond to the charges and to present any new information for consideration by the City.

For discipline that is greater in severity than a suspension of five (5) working days, at some reasonable time after the employee has been provided an opportunity to respond to the NOI, the City shall issue a final notice of decision to discipline (NOD). The NOD will include the final decision, the effective date of the discipline and the facts upon which the discipline is based and notice of the right of appeal.

16.7. Appeal

16.7.1. For discipline that is greater in severity than a suspension of five (5) working days, employees have the right to appeal the NOD. The employee's request for an appeal must be received within seven (7) calendar days from the date of the NOD, or the right to appeal is waived and the discipline becomes final. The request for an appeal of a NOD, does not inhibit the NOD from being implemented.

16.7.2. The appeal will be heard by an outside impartial independent hearing officer to be selected by the City.

The costs of the hearing officer will be borne by the City. The hearing will be transcribed.

16.7.3. The hearing officer has the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and recommendations about the discipline. The hearing officer may recommend an outcome, but the final authority rests with the City Manager. The hearing officer will make detailed findings of facts related to the disciplinary charges in writing and serve a recommended decision on the City and the employee. After consideration of the hearing officer's recommended decision, the City Manager will issue a final decision in

writing. The City Manager's decision is reviewable by administrative writ of mandamus.

17. RESIGNATIONS

17.1. General Provisions

Employees are free to resign from their employment but are encouraged to give at least two (2) weeks' notice. A resignation becomes effective upon the City's receipt of a written notice of resignation. If no written resignation is tendered, but a resignation is indicated orally, a resignation becomes effective upon the City's notice of acceptance of the resignation. Once a resignation becomes effective, it is irrevocable except that the City Manager may permit a resignation to be rescinded.

17.2. Job Abandonment

A constructive resignation occurs when an employee has been absent from duty for three (3) consecutive workdays without prior authorization, or failed to notice the department of the absence, and did not respond to the City's inquires, if any, during the absence. The City shall give the employee notice of such constructive resignation. Except for at-will or probationary employees, regular employees who are separated from the City's service by constructive resignation may utilize the City's Grievance Appeal procedure.

18. NON-DISCRIMINATION AND HARASSMENT

The City of Dublin is committed to providing an environment that is free from harassment and discrimination of any kind, including sexual harassment and harassment based on race, color, religion, creed, national origin, ancestry, age, citizenship status, physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation (including homosexuality, bisexuality, or heterosexuality), gender (including gender identity and gender expression), pregnancy (including childbirth, breastfeeding, or related medical conditions), military and veteran status, or membership in any other legally protected category. Therefore, it is important that the City maintain an atmosphere characterized by mutual respect in order to assure fair, courteous treatment for employees and the public. Employees are responsible for reading and understanding the City's Harassment, Discrimination, Retaliation, and Abusive Conduct Prevention policy.

19. ACCOMMODATIONS FOR EMPLOYEE DISABILITIES

Employees with a disability may request a reasonable accommodation for that disability. Such requests should be submitted to the employee's Department Head, or Human Resources. If the employee has a disability as defined under the Fair Employment and Housing Act, the City will engage in an interactive process with the employee to determine an appropriate accommodation for the employee in accordance with applicable law if undue hardship does not result to the City's operations. To achieve the provisions of this

section and the duties of the law, the City's efforts to reasonably accommodate the employee take precedence over and preempt any other conflicting provisions or limitations in these Rules, provided that the City will not terminate or permanently reassign any regular employee to accommodate another employee. If the City determines that an employee is not able to perform the essential functions of the job, with or without reasonable accommodation, the City may remove the employee from their position and apply for disability retirement for the employee if the employee is eligible. The City will endeavor to retain the employee in an employed status until CalPERS has made its determination regarding the disability retirement application. However, the employee may be in an unpaid status during this period if applicable paid leaves have been exhausted. If the employee fails to cooperate in the disability retirement process, the City may separate the employee from employment.

20. OUTSIDE EMPLOYMENT

City employees may not engage in any outside employment, enterprise or activity that the City determines is in conflict with their duties and responsibilities, or any aspect of City operations. An employee must submit a request for outside employment to their Department Head. The Department Head shall provide a written decision to the employee. The written decision will be provided to Human Resources.

21. VOLUNTEERS

21.1. General Provisions

21.1.1. The City may utilize volunteers for the delivery of City services. The use of volunteers is subject to approval by the City Manager or designee. Volunteers are subject to fingerprinting according to the City's Fingerprinting of Employees and Volunteers policy.

21.1.2. Volunteers are not eligible for salaries, benefits or other compensation unless specifically provided for by the City. Subject to approval by the Department Head or City Manager, necessary equipment or uniforms and reimbursement for approved actual expenses and mileage may be provided.

21.2. Employee Volunteers

Subject to approval by the City Manager or designee, employees may volunteer to provide services to the City outside of their normal duties provided they are not performing the same or similar duties for which they are normally compensated, and the responsibilities are occasional and sporadic. Employees engaging in such volunteer assignments are not entitled to compensation. Volunteer time shall not be considered for the calculation of overtime.

22. DRUG AND ALCOHOL-FREE WORKPLACE

The City's workplace is a drug and alcohol-free workplace. Employees may not be at work under the influence of alcohol or drugs, may not use or possess alcohol or drugs while on duty or while on paid standby time and may not sell, manufacture, distribute or provide drugs to any person while on duty. The City has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs on or off the job affects job performance or public safety. The City encourages employees to voluntarily seek help with drug and alcohol problems and offers a confidential Employee Assistance Program. Employees are responsible for reading and understanding the City's Drug and Alcohol-Free Workplace policy.

23. NEPOTISM

No employee, prospective employee, or applicant will be improperly denied employment or benefits of employment on the basis of a relationship as defined below with another employee or official of the City.

Nonetheless, the City retains the right to take appropriate steps to avoid inappropriate working relationships among relatives, including married persons. For administrative purposes, a relative is a spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law, sister-in- law or any other individual related by blood or marriage. The City retains its rights to:

(a) Refuse to place one party under the direct or indirect supervision of the other party of a relationship.

(b) Refuse to place both parties to a relationship in the same department, division, or facility when such action has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.

(c) Exclude one party to a relationship from contributing to, or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions of the other party.

(d) Disqualify one party to a relationship for a position privy to confidential personnel matters who has a relative already in the City's employment when the relationship may compromise confidential information.

(e) Effect a transfer in the event the City learns of circumstances described above.

24. GIFTS AND GRATUITIES

No employee of the City may solicit or accept, for self or family, favors, benefits, gifts or gratuities under circumstances which might be construed by reasonable persons as influencing the performance of the employee's governmental duties.

25. USE OF INFORMATION AND ELECTRONIC SYSTEMS

Electronic systems are all hardware, software, and other electronic communication or data processing devices owned, leased, or contracted for by the City of Dublin and available for official use by City employees. This use includes, but is not limited to, the Internet, E-mail, voice-mail, cellular telephones, pagers, personal digital assistants, smartphones, computers/laptops, telecommunications devices, video and audio equipment, wireless networks, data systems telecommunications equipment, global positioning equipment, location devices, transmission devices, data processing or storage systems, computer systems, servers, networks, input/output and connecting devices, software, agency hosted social media, and documentation that supports electronic communications services. Employees are responsible for reading and understanding the City's Electronic System and Information, Social Media, and Remote Computer Access policies.

26. DRESS CODE

Employees of the City are required to dress appropriately for the jobs they are performing. Therefore, the dress regulations contained in this section shall be followed. The City reserves the right to direct any employee who is dressed inappropriately for work to go home and make appropriate changes to their work attire before returning to work.

(a) All clothing must be neat, clean and in good repair.

(b) Prescribed safety equipment must be worn or utilized where applicable.

(c) Footwear must be appropriate for the work environment and functionsbeing performed.

(d) Hair, beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.

(e) Jewelry is acceptable except in areas where it constitutes a health or safety hazard.

(f) Good personal hygiene is required.

(g) Dress must be appropriate to the work setting, particularly if the employee deals with the public.

(h) Employees may be required to wear uniforms specified by the City. City

uniforms shall be worn in a professional manner.

(j) Employees should be mindful of other employees' sensitivity to perfume and other fragrances, and employees shall refrain from wearing fragrances that are offensive or harmful to others.

27. USE OF CITY EQUIPMENT

No City-owned equipment, autos, trucks, instruments, tools, supplies, machines, or any other item that is the property of the City may be used by an employee other than for City business, unless the City Manager or designee approves in advance. No employee may allow any unauthorized person to rent, borrow, or use any City property, except upon prior written approval of the City Manager or designee. For further information, see the City's Vehicle Use policy.

28. TRAVEL AND TRAINING POLICY

28.1. The City is committed to ensuring that its employees receive adequate training to perform their jobs. Training and travel are subject to department approval. Training opportunities that occur outside normal work hours require approval by the Department Head. Overnight travel also requires approval by the Department Head.

28.2. The City generally requires that training, and attendant travel, be scheduled in a way that will minimize the City's overtime liability. From time to time, the City issues policies that govern these areas. Employees must observe these policies.

28.3. City business travel shall be carried out in an efficient, cost-effective manner resulting in the best value to the City. Telecommunications instead of travel should be considered when possible. The City will pay or reimburse all business travel related expenses based on reasonableness and on the actual amount of expense incurred by the employee pursuant to the City's official Travel and Other Business and Reimbursement of Expenses policy as may be amended. Employees having questions about the City's travel and training policies should contact their supervisor or the Administrative Services Department.

29. MISCELLANEOUS

29.1. City May Amend or Revise Rules and Policies

From time to time the City may adopt new or amended Rules and policies, after appropriate consultation with the City employees.

29.2. No Contract

These Rules do not create a "contract" of employment between the City and any employee. Public employment is statutory, not contractual.

29.3. Severability

If any part of these Rules is determined to be unconstitutional or illegal, such part shall be severed from these Rules and the remaining Rules given full force and effect.

29.4. Word Usage

The term "City" as used in these Rules refers to the City of Dublin. Responsibilities and rights of the City under these Rules are exercised by the City Manager and may be delegated by the City Manager.

City of Dublin

Personnel System Rules

Last Updated – September 5, 2023

~~PERSONNEL RULES CITY OF DUBLIN~~

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1. INTRODUCTION

1.1. These Personnel Rules (hereafter "Rules") generally describe the employment

relationship between the City of Dublin (City) and its employees. The Rules apply to all employees, except where otherwise indicated in these Rules, or where an applicable memorandum of understanding (MOU), or Resolution, specifically conflicts with a Rule. City Policies are in conjunction with the Rules. Each employee will receive a copy of these Rules and related City Policies and is responsible for reading and adhering to the Rules and Policies.

1.2. These Rules may be amended from time to time. However, in order to be effective, the amendment must be in writing and approved by the City Council.

1.3. The City Manager, or designee is vested with the responsibility to interpret these Rules in the event any provision of these Rules is deemed to be ambiguous.

2. EMPLOYER / EMPLOYEE RELATIONS

2.1. The City's labor relations policies are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500, et seq. The City has in place an Employer-Employee Relations Resolution, which specifies the City's local rules, rights and obligations regarding labor relations.

2.2. Under the City's Employer-Employee Relations Resolution, and the MMBA, the City recognizes certain labor organizations as the exclusive representative for purposes of labor negotiations. For non-represented employees, the City consults in good faith with all employees regarding wages, hours, benefits, working conditions, and other items of mutual interest and provides advance notice of certain matters as specified in the City's Employer-Employee Relations Resolution. Such consultation shall be in accordance with the law.

2.3. City Employee pay schedules and various health and welfare benefits are set forth in the City's Salary and Benefit Plans and are adopted by the City Council.

2.4. Employees having questions concerning matters related to their classification, salary, or health and welfare benefits may contact City's Human Resources directly.

~~2.4.~~

3. DEFINITION OF TERMS

All words and terms used in this section and in any City Ordinance or Resolution dealing with personnel policies or procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the following words and terms most commonly used are hereinafter defined:

~~3.1~~ ~~3.1~~"Advancement": A salary increase within the limits of a pay range established for a class."

3.1

3.2 ~~3.2~~ "Allocation": The assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

3.3 ~~3.3~~ "Appointing Authority": The appointing authority of employees in the Ceompetitive Sservice is the City Manager. The City Manager shall either approve the appointment, removal, promotion or demotion of all City employees or authorize Department Heads to appoint, remove, promote or demote in certain classes of positions subject to all applicable personnel rules and regulations which may be adopted by Ordinance or Resolution by the City Council.

~~3.3~~

3.4 ~~3.4~~ "Class": All positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title with common standards of selection, transfer, demotion, and salary.

3.5 ~~3.5~~ "Classification Plan": The designation by City Resolution of the City Council of a title for each class, together with the specifications for each class as prepared and maintained by the City Manager, or designee.

3.6 ~~3.6~~ "Class Specifications": A written description of a job classification, setting forth the essential characteristics, knowledge, skills, abilities and the requirements of positions allocated to the classification. Such documentation may also be referred to as a Classification Description.

3.7 ~~3.7~~ "Competitive Service": All positions of employment in the service of the City except those excluded as specifically set forth in the Dublin Municipal Code Section 2.20.040 (Personnel System) and Council Resolution 84-08 (and any amendments thereto) or its successor.

3.8 ~~3.8~~ "Demotion": The movement of an employee from one class to another class having a lower maximum base rate of pay.

3.9 ~~3.9~~ "Domestic Partner"~~.~~. "Domestic Partner" as defined by the State of California in an appropriate Code Section.

3.10 ~~3.10~~ "Eligible": A person whose name is on an employment list.

3.12~~1~~ "Employment List":

(a) Open employment list: A list of names of persons who have taken an open-competitive examination for a class in the C~~c~~ompetitive S~~s~~ervice and have qualified.

(b) Promotional employment list: A list of names of persons who have taken a promotional examination for a class in the C~~c~~ompetitive S~~s~~ervice and have qualified.

~~(b)~~

3.13~~2~~ "Examination":

(a) Open-competitive examination: An examination for a particular class which is open to all persons meeting the qualifications for the class.

(b) Promotional examination: An examination for a particular class which is open only to employees meeting the qualifications for the class.

3.14~~3~~ "Full-Time Position": A position in the C~~c~~ompetitive S~~s~~ervice requires at least forty (40) hours per week. A full-time position may be either temporary or regular.

3.15~~4~~ "Immediate Family": Means parent, current spouse or domestic partner, child, current stepchild, grandparent, brother, current stepbrother, current brother-in-law, sister, current stepsister, current sister-in-law, current mother-in-law or current father-in- law.

3.16~~5~~ "Part-Time Position": A position having a work week of fewer hours than the work week established for full-time positions. A part-time position may be either temporary or regular.

3.17~~6~~ "Personnel Ordinance": ~~—~~Ordinance which creates a personnel system and rules for the City as codified in the Dublin Municipal Code Title 2.

3.18~~7~~ "Position": A group of duties and responsibilities in the C~~c~~ompetitive S~~s~~ervice requiring the full-time or part-time employment of one person.

3.19~~8~~ "Probationary Period": A period to be considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position. During such ~~period~~period, an

employee is considered at-will and may be terminated at any time without cause.

3.2019 "Promotion": The movement of an employee from one class to another class having a higher maximum base rate of pay.

3.210 "Provisional Appointment": An appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles. In no instance shall a provisional appointment exceed six (6) months.

3.221 "Recruitment":

(a) Open: A recruitment for a particular class which is open to all persons meeting the qualifications for the classification.

(b) Promotional: A recruitment for a particular class which is open only to employees meeting the qualifications for the classification.

3.232 "Regular Employee": An employee in the Ceompetitive Sservice who has successfully completed the probationary period and has been retained as provided in these Rules.

3.243 "Reinstatement": The restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served as a regular non-probationary employee.

3.254 "Temporary Employee": An employee who is appointed to a temporary or a permanent position for a limited period of time.

3.265 "Temporary Position": A full-time or part-time position of limited duration.

3.276 "Transfer": A change of an employee from one position to another position in the same class or in a comparable class.

3.287 "Work Period": A normal work period shall begin at 12:01 a.m., Saturday and shall end at 12:00 midnight on the following Friday. Alternate work periods may be established in accordance with these rules.

4. CLASSIFICATION PLAN

4.1. The City maintains a set of job classification descriptions. Each job classification description includes a class title and a general written description of the duties and responsibilities. Classification descriptions are readily available electronically from the City's internet website, City's internal intranet website and are available upon request to City Human Resources.

4.2. Job classification descriptions may be abolished or amended from time to time. In addition, new job classification descriptions may be added to the City's classification plan.

4.3. When the assigned duties of a position have been materially changed by the City so as to necessitate reclassification, the affected employees(s) shall be allocated by the City Manager or designee to a more appropriate class, whether new or already created. Reclassifications shall not be used for the purpose of avoiding restrictions concerning demotions and promotions, nor to effect a change in salary in the absence of a significant change in assigned duties and responsibilities.

4.4. If employees believe they are performing work outside the scope of the classification description covering their position, they should report the information, in writing, to their immediate supervisor who will work with the Department Head and Human Resources to further evaluate the position.

4.5. The City may utilize temporary or emergency employees in such circumstances as the City deems appropriate. These employees may be assigned to regular or temporary full- or part-time positions during such periods.

5. RECRUITMENT AND SELECTION

5.1. Recruitment

5.1.1. The City may utilize any legitimate recruitment procedure for attracting qualified applicants. Recruitments may be "promotional" or "open," depending on the City's needs.

5.1.2. Consistent with the best interests of the City, all vacancies in the Ccompetitive Sservice shall be filled by promotion from within the Ccompetitive Sservice, after a promotional examination has been given and a promotional list established. The City will give reasonable notice to all ~~of its~~ employees concerning the City's employment opportunities.

5.1.3. If, in the opinion of the City Manager or designee, it is in the best interest of the City, a vacancy in a position may be filled by an open-competitive examination instead of a promotional examination. In that event the City Manager or designee shall arrange for an open-competitive examination and for the preparation and certification of an open-competitive employment list.

5.2. Applications for Employment

5.2.1. Each candidate shall complete those application forms designated by the City. An applicant's failure to provide complete, truthful and accurate information on all application materials shall be grounds for immediate disqualification in

the application process and may result in dismissal from employment.

5.2.2. As part of the pre-employment procedure, applicants may be required to supply references, and a waiver, to enable a thorough background check, including fingerprinting, by the City. The City has the right to conduct a complete and exhaustive background investigation on all applicants seeking employment with the City of Dublin to the extent permitted by law.

5.3. Disqualification or Rejection

5.3.1. The City may reject or disqualify applicants for any legitimate reason. In addition, the City may permanently disqualify applicants from future employment for good cause. In the event of permanent disqualification, the City shall notify the applicant of the action, include a brief description of the reasons, and permit the applicant to appeal pursuant to the procedure specified in these rules. The appeal submission will be maintained with the application file, if requested by the appellant. The appeal procedure is not available to applicants except in cases of permanent disqualification.

5.3.2. Criminal Conduct - Once a conditional job offer has been made, employers are permitted to conduct a criminal history check. However, the City cannot rescind the job offer based on an applicant's criminal history without going through the following process:

1) Making an individualized assessment that justifies denying the applicant the position. In making such determination, the appointing authority may consider the following factors:

(a) the classification to which the person is applying or being certified and whether the classification is unrelated to the conviction;
~~(a)~~
(b) the nature and seriousness of the offense;
~~(b)~~
(c) the circumstances surrounding the conviction;
~~(c)~~
(d) the length of time elapsed since the conviction;
~~(d)~~
(e) the age of the person at the time of conviction;
~~(e)~~
(f) the presence or absence of rehabilitation or efforts at rehabilitation;
~~(f)~~
(g) ~~contributing~~contributing to social or environmental conditions.

2) Notifying the applicant in writing of a preliminary decision to take back the

offer;

3) Giving the applicant a chance to provide additional information; and

4) Notifying the applicant in writing of a final decision to take back the offer and informing the applicant of the right to complain to California's Civil Right Department (CRD) ~~of Fair Employment and Housing (DFEH)~~.

5.3.3. An applicant who is disqualified for employment under this section may appeal the determination of disqualification. Such an appeal must be in writing and filed with the City Manager or designee within ten (10) days of the date of the notice of disqualification. The City Manager or designee will hear and determine the appeal within ninety (90) calendar days after it is filed. The determination of the City Manager or designee on the appeal is final.

5.4. Testing / Assessment Process

The City may utilize any legitimate method to determine the qualifications of applicants, including, without limitation, written tests, oral examinations, panel interviews, assessment centers and oral interviews. The City may list successful applicants on a "list of eligibles." The list of eligibles will be maintained for the duration specified by the City.

5.5. Appointment

5.5.1. The City may appoint any qualified applicant from the list of eligibles to a regular position in the classification for which the applicant is qualified. Positions may be full-time, or part-time, depending on the needs of the City. In the absence of a list of eligibles, the City may make temporary appointments pending development of a new list. The City endeavors to provide notice to all City employees at least one week in advance of new employment opportunities.

5.5.2. The City in its discretion may permit lateral transfers to a vacant position. The transfer shall be subject to the rules governing transfers. The City endeavors to provide notice of vacant positions for at least one (1) week to ensure opportunities for transfer.

5.5.3. The City may in its discretion cause a new list of eligibles to be generated in the event the City believes that circumstances warrant a new list. Such circumstances include, but not limited to the age of the eligible list; an inadequate number of candidates; and changing job requirements.

5.5.4. In the absence of names of individuals willing to accept appointment from appropriate employment lists, a provisional appointment may be made by the appointing authority of a person meeting the minimum training and

experience qualifications for the position. This appointment may be made during the period of suspension of an employee or pending final action on proceedings to review suspension, demotion or discharge of an employee. A provisional employee may be removed at any time without the right of appeal or hearing.

5.5.5. A provisional appointee accrues the same benefits as probationary employees. If a provisional appointee is selected for a full-time position with the City, the time served as a provisional appointee is counted as time toward the fulfillment of the required probationary period.

5.5.6. No special credit will be allowed in meeting any qualifications or in the giving of any test or the establishment of any open competitive/promotional lists, for service rendered under a provisional appointment.

5.6. Probationary Period

5.6.1. Unless a different probationary period is specified in the employment announcement, application, appointment documents or job specification, upon beginning a job in a new classification of employment, employees in the Ceompetitive Sservice who are not at-will must serve a probationary period of twelve (12) months. Periods of time during unpaid absences shall automatically extend the probationary period by the number of days of the absence. Further, periods of time on paid leave exceeding twenty (20) working days shall extend the probationary period by that number of days the probationary employee is on such leave. Only employees in the Ceompetitive Sservice who are not at-will employees are subject to probationary periods. If the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the City Manager or designee a statement in writing to such effect and stating that the retention of such employee in the service is desired. If such a statement is not filed, the employee will be deemed to be unsatisfactory, and their employment terminated at the expiration of the probationary period. Where a statement of satisfactory service has not been filed, notice of the termination shall be served on the terminated employee by the City Manager or designee after the expiration of the selection period.

5.6.2. The City may establish probationary periods exceeding twelve (12) months in duration for positions involving duties and responsibilities that the City believes warrant an extended probationary period. In that event, the City will indicate the probationary period in the job announcement or other application-related materials. Further, with respect to existing classifications, the City must provide advance notice of the probationary period change to the City employees in those classifications.

5.6.3. During the probationary period, probationary employees may be released from City employment at any time, without cause, without right of appeal or hearing. The City is not required to explain the reasons underlying the release from probationary employment. If the City approves, the released probationary employee may be appointed to any vacant position in a classification in which the employee is qualified and performed satisfactorily for at least one (1) year, subject to a new probationary period.

5.6.4. Promotional Probationary Period. When a regular employee ispromoted, a promotional probationary period shall begin on the effective date of the promotion. During the probationary period of a promoted employee, the Department Head may recommend that the employee be demoted to the former position, range, and salary if the employee's performance and/or conduct do not meet the standards of the position to which the employee was promoted. Such recommendation is subject to approval by the City Manager or designee. Employees on promotional probation have no rights to tenure in the promotional position and may be returned to their former position without cause, without notice and without right of appeal or hearing. If the former position is not vacant or not available, the employee on promotional probation shall be separated from employment without the right of appeal and placed on the eligibility list for the former position for a twelve (12)-month period. Placement on an eligibility list does not guarantee that the employee will be re-hired to the former position once that position becomes available.

5.6.5. Probationary periods do not apply to "at-will" employment as defined in these Rules, and can be terminated at any time, with or without cause and without right of appeal or hearing.

5.7. At Will

Certain positions in the City are designated "at-will." At-will positions are not subject to the job protections described in these personnel rules, including processes and rules for recruitment, discipline, termination, probationary periods, testing, and appointment from eligible lists. At-will employees are subject to these rules only to the extent that the rules set forth certain benefits and terms and conditions of employment to which all employees are entitled pursuant to applicable law. Other rules applicable to at-will employees are set forth in applicable Council Resolutions. The employment of at-will personnel may be terminated at any time, for any legal reason, and without any requirement of demonstrating "good cause," and without right of appeal or hearing. Nothing in these Rules affects or changes the at-will nature of employment for the City.

6. PERFORMANCE EVALUATION PROGRAM

6.1. The City requires employees in the Ceompetitive Sservice to undergo performance evaluations periodically throughout their employment. The City shall prescribe appropriate forms for completing performance evaluations.

6.2. The purpose of performance evaluations is to communicate to employees regarding their work performance, and to provide employees an opportunity to discuss their concerns regarding the same.

6.3. All employees shall receive a written performance evaluation six (6) months following the date of hire or promotion. Thereafter, within thirty (30) days of each anniversary date, a written employee performance evaluation will be completed. Employees may also be requested to complete a written self-evaluation of their performance, for discussion with the employee's supervisor. In addition, a performance evaluation may be prepared at any time, at the discretion of the employee's supervisor.

6.4. Each performance evaluation will be discussed with the employee to identify areas of successful performance and those which require improvement. The employee may comment regarding their work performance, either in an attached written statement or orally to the supervisor. Written statements submitted by the employee will be included into the final evaluation document and filed.

The employee must sign the evaluation, which will signify that they are aware of the contents. The employee's signature does not imply agreement with the contents of the evaluation. If the employee refuses to sign the evaluation, a witness will sign as acknowledgment the employee's refusal to sign the evaluation.—. All employee evaluations will be signed by the employee's direct supervisor, the employee's Department Head, and the City Manager, or designee.

6.5. Performance evaluations are kept in employee personnel files. Employees may submit comments or rebuttals to their performance evaluations within thirty (30) calendar days of issuance, and these documents will also be maintained in the personnel files with the performance evaluations.

7. FITNESS FOR DUTY EVALUATIONS

All employees must be physically and mentally capable of performing the essential functions of their jobs. The City, at its expense and selection, may require an employee to undergo a fitness for duty evaluation based on any reasonable cause.

8. PERSONNEL FILES

8.1. The City maintains an official personnel file for each of its employees. Personnel files

contain personnel records deemed necessary for the administration of human resources in the City.

8.2. Personnel files are available for inspection by employees within a reasonable time after an employee's request and without loss of pay, provided that employees make arrangements with their supervisor if the inspection occurs on duty. Upon written request, employees may obtain copies of the materials subject to inspection. The City may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information, and materials relating to investigations.

8.3. The City maintains injury reports and confidential medical records in separate files. No information contained within an employee's personnel file will be released to a third party unless a waiver has been signed by the employee, except as required by law. Only those documents which have been specifically released by the employee as shown in the waiver will be shown to the third party.
~~8.3.~~

9. WAGE AND HOUR BENEFITS

9.1. General Provisions

9.1.1. Wages and benefits are subject to approval by the City Council. Wages and benefit schedules are contained in the City's Salary and Benefit Plans covering the City's classifications. Employees having any questions about employment classifications, wages and benefit schedules should contact City Human Resources.

9.1.2. The City is committed to observing all ~~of~~ its obligations under the Fair Labor Standards Act ("FLSA"). These rules, as well as all applicable provisions in memoranda of understanding, Council Resolutions, and all City pay practices, shall comport with, and shall be interpreted to ensure the minimum requirements of, the FLSA.

9.1.3. The City Manager or designee will designate a workweek for employees in accordance with the law. The usual working hours for City employees shall be 8:00 a.m. to 5:00 p.m. (including a one-hour unpaid lunch break) and a normal workweek consists of forty (40) hours. Some departments may require a different work schedule developed by the Department Head and approved by the City Manager or designee. Alternative or flexible schedules that result in a regular schedule of more than forty (40) hours in a workweek are not permitted. Any flexible day(s) must be taken within the same workweek, must be scheduled as not to interfere with assigned duties, and are subject to approval by the Department Head and/or City Manager. All

alternative or flexible schedules must be reviewed prior to the effective date to ensure compliance with FLSA.

9.1.4. Except when necessary to address an emergency or special circumstance, employees who *are* entitled to overtime compensation under the law may not work outside of regularly scheduled working hours or during unpaid meal periods without the prior authorization of a supervisor. In any emergency event, employees must report overtime work as soon as possible after the work is performed. Violations of this rule may result in discipline, up to and including termination of employment.

9.1.5. Overtime for eligible employees ~~are~~is any hours worked in excess of forty (40) hours during a single workweek.

9.1.6. Non-exempt employees, working in excess of the normal forty (40) hour workweek, shall be paid at an hourly rate of one and one-half times the regular hourly rate. Non-exempt employees may choose to be compensated for overtime work through compensatory time off (CTO) at the rate of one and one-half hours ~~comp time~~CTO per overtime hour worked instead of receiving cash payment. The decision to receive overtime pay or CTO~~comp time~~ credit shall be made at the end of the pay period in which the overtime is worked, provided the employee has not accrued the maximum CTO~~comp time~~ allowed. Employees may not convert CTO~~comp time~~ to overtime pay except at termination of employment or change in eligibility for CTO accrual. CTO may be accrued up to a maximum as established by these Rules.

9.1.7. For purposes of calculating overtime pay, holidays count as hours worked within a workweek. Paid leaves do not count as hours worked within a workweek. Employees eligible for overtime who take minutes at a City Council, Commission or Committee meeting shall be compensated at one and one-half times their hourly rate for the time they are attending the meeting, regardless of the hours worked in the corresponding workweek.

9.1.8. The City designates as "FLSA Exempt" those employees who work in professional, executive or administrative capacities and who are therefore not entitled to overtime compensation under the FLSA.

~~9.1.8.~~9.1.9. In the case of civil disaster, state of extreme emergency or local peril, all employees have the duty and obligation to perform emergency works upon request of proper authority declaring such emergency. The overtime procedures herein established shall not be in effect and compensation procedures shall be determined at the time of such conditions by the City Manager.

9.2.

~~9.2~~ ~~**Pay Increase**~~**Compensation**

9.2.1. Market Rate Adjustments:

~~9.2.1.~~ All Market Rate Adjustments shall be based on changes in the Consumer Price Index (CPI) or a~~n~~ total compensation ~~annual~~ salary survey, as determined by the City Manager and approved by the City Council.

(a) As provided for in the salary and benefit plan, the City Manager is authorized to assign salaries within a range. The, ~~which~~ range is adopted by the City Council in the Salary Plan.

~~(b)~~ The Market Rate Adjustments are ~~amount shall be~~ established on an annual basis, pursuant to the Benefit Plan, and subject to approval by City Council. ~~based on the change in the employee's salary range from one fiscal year to the next as determined by a survey and shall not exceed 4% unless an employee's actual salary falls more than 4% below the bottom of the new salary range.~~

~~(c)~~(b) Market Rate Adjustments shall be effective July 1st annually.

~~(d)~~(c) The Market Rate Adjustment shall be noted on the Personnel Action Form that must be approved by the City Manager or designee.

9.2.2. Merit Adjustments:

~~9.2.2.~~ Merit Adjustments are separate from Market Rate Adjustments and shall be based entirely on employee performance.

(a) Each fiscal year, the City Manager or designee will determine the maximum Merit Adjustment percentage based on the Council-authorized Salary Plan for all regular employees regularly scheduled to work twenty (20) or more hours per week.

(b) The City Manager or designee will notify all regular employees prior to the start of the fiscal year the amount available for Merit Adjustments.

(c) Any recommendation for a Merit Adjustment shall include a written performance evaluation.

(d) An employee's performance is reported on a form designated by the City Manager or designee. Where applicable, this evaluation also includes input and observations from the employee's supervisor.

(e) Based upon the performance evaluation, the City Manager or designee may authorize an additional Merit Adjustment, provided that adjustment will not create a salary that is greater than the range authorized in the adopted Salary Plan. The amount of the adjustment shall be based on the evaluation presented and any other factors indicating the employee's work performance.

(f) The effective date of any Merit Adjustment shall be noted on the Personnel Action Form that must be approved by the City Manager or designee.

9.2.3. Performance Pay Adjustments:

~~9.2.3.~~ Performance Pay Adjustments are separate from Merit Adjustments and are intended to provide limited pay adjustments given an employee's salary position within the adopted pay range.

(a) An employee shall be eligible for a Performance Pay Adjustment annually, provided the other criteria in this section have been met. This is to allow for a Performance Pay Adjustment in conjunction with an employee's annual review related to the employee's anniversary date.

(b) A Performance Pay Adjustment shall be a one-time wage increase, which will not alter the pay range adopted pursuant to the adopted Salary Plan.

(c) This adjustment may be granted to a regular employee scheduled to work twenty (20) or more hours per week, if the evaluation process followed under provisions for Merit Increases (Section 9.2.2) indicates that the employee's performance is at a~~n exceptional/superior~~ satisfactory level or above, which would warrant a Performance Pay Adjustment beyond the adopted salary range.

(d) A Performance Pay Adjustment shall be at the discretion of the City Manager or designee and will be based on a written performance evaluation and any other factors indicating the employee's work performance.

(e) Performance Pay Adjustments shall be a one-time lump sum payment, based on the score received on the performance evaluation. In exceptional cases, the City Manager may authorize a Performance Pay Adjustment which shall not exceed 9% of the employee's annual

salary. For purposes of this section, the employee's annual salary shall be twelve (12) times the employee's monthly salary prior to the adjustment.

(f) The effective date of any Performance Pay Adjustment shall be noted on the Personnel Action Form that must be approved by the City Manager or designee.

9.2.4. Salary Following Promotion:

When an employee is promoted to a position allocated to a classification with a higher salary range, such employee shall generally be placed in the new salary range 5.0% above the previous salary level. Upon recommendation of the Department Director, the City Manager may approve assignment to any other salary within the higher salary range, but never outside the salary range.

9.2.5. Temporary Upgrade/Special Assignment Pay:

a. Temporary Upgrade Pay
Employees assigned to perform duties of an assignment, in writing by the City Manager or designee, who pursuant to such assignment, assumes and performs all of the ordinary day-to-day duties of a position of a higher classification for at least thirty-one (31) consecutive work days shall be paid an additional 5% of the regular pay of their own classification, or the first step of the higher classification in the classification plan whichever is greater, for all time worked in the assigned higher classification

Temporary Upgrade Pay will be limited to 960 hours a fiscal year for assignments in vacant positions qualifying for temporary upgrade pay. Temporary Upgrade Pay is reportable to the California Public Employee Retirement System (CalPERS), as defined by CCR 571(a)(3) for classic CalPERS members, to the extent allowed by law.

Work assignments shall not be changed for the sole purpose of evading the requirement of providing temporary upgrade pay to an employee who would otherwise be eligible. The effective date of any change in assignment under this section shall be noted on a Personnel Action Form that must be approved by the City Manager or designee. A Personnel Action Form shall be generated upon the completion of the acting pay status identifying regular pay of an employee's classification prior to the acting pay authorization.

b. Special Assignment Pay

An employee who is temporarily assigned for a at least thirty-one (31) consecutive workdays to perform significant additional duties outside the scope of the job specification of the employee's classification, in addition to the employee's regular job duties, will receive Special Assignment Pay at a rate of five percent (5%) above the employee's base salary. This pay is not reportable to CalPERS.

~~(f)~~

10. WORKWEEK, CALL-BACK PAY, MEAL PERIODS, ~~10.~~11. AND LACTATION BREAK

10.1 Workweek

10.1.1 The City's ~~basic~~ standard workweek for full-~~-~~time employees is forty (40) hours per week, in a seven (7) day period. The workweek generally commences at 12:01 a.m. every Saturday and is a regularly recurring seven (7) day period ending at 12:00 midnight every Friday.

~~10.1.1~~ ~~.~~The workweek for employees on an alternative work schedule may be modified based on individual schedules to accommodate forty (40) hours in a seven (7) day work period. For employees assigned to the 9/80 work schedule, each employee's designated FLSA workweek shall begin exactly four (4) hours after the start of the employee's regularly scheduled eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off. The same day of the week shall be permanently designated as the employee's alternating regular day off.

10.1.2 The City shall establish and may modify regular working hours for its employees. The City may require employees to work overtime and to perform standby responsibilities. Employees shall be responsible for reporting to work on time and observing the work schedule established for their department.

10.2 Call-Back Pay

When an employee, considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA), has completed a normal shift for the day, is on a regular day off, or is on paid leave, and is called back to work, the employee will, upon reporting, receive a minimum of two (2) hours work at the overtime rate (time and one-half), or if two (2) hours of work is not furnished, a minimum of two (2) hours of pay at the overtime rate. Subsequent hours worked under this section~~,~~ will be paid according to the overtime provision in Section 9 of these Rules. This provision does not apply to instances in which the employee is called to report before the regular starting time and is furnished work until the end of his/her normal shift. The first two (2) hours of call back pay, per occurrence, cannot be taken as compensatory time off and will be paid to the employee as a cash payment.

10.3 Meal Periods

Unless otherwise established for a department for particular employees, employees shall receive a thirty (30) or sixty (60) minute meal period that shall not be compensated. During the meal period, the non-exempt employee must be completely relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee shall be compensated. Meal periods may not be used to shorten the workday.

10.4 Lactation Break

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond any compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would "seriously disrupt" the City's operations as those terms are used in Labor Code section 1032. Once a lactation break has been approved, it should not be interrupted except for emergency or exigent circumstances.

For additional information concerning lactation accommodation, see the Lactation Accommodation policy.

~~11.~~12. LEAVES

11.1 Leave Overview

11.1.1. Employees are expected to be at work at scheduled times. To ensure public accountability and the integrity of public service, all employees are expected to account for their absences from work. Leave time is chargeable in increments of one- quarter of an hour (1/4) or fifteen (15) minutes.

11.1.2. Scheduled ~~l~~eaves are subject to approval by the Department Head and scheduled two (2) weeks in advance whenever possible, with due regard for the City's service needs.

11.1.3. The City may employ any reasonable measure to ensure employees are properly accounting for leaves, including requiring reasonable proof that the basis for the leave is legitimate. Employees may be required to submit a medical certification of sickness supporting a request for sick leave use pursuant to these Rules and City policy. The City may require a fitness for duty certification from any employee returning from leave. Abuse of leave privileges, including working for a secondary employer while on sick leave, may subject an employee to disciplinary action, up to and including termination of employment.

11.1.4. Leave benefits are available only to regular, or probationary, employees

regularly scheduled to work more than 1,040 hours on an annual basis, but not temporary part-time or "extra help" personnel unless otherwise noted.

11.2. General Leave

11.2.1. A General Leave Plan has been established for all employees ~~in the competitive service~~ regularly scheduled to work more than 1,040 hours on an annual basis, in lieu of traditional vacation and sick accrual programs. The City's General Leave Plan conforms with the Healthy Family Act of 2014 (CA Paid Sick Leave). General leave may be used for any leave purpose; however, the following sections govern its use.

11.2.2 General leave falls into two categories: ~~Employees shall give at least two (2) weeks' notice of a General Leave request. Employees who terminate employment cash out their accrued but unused General Leave at the employee's hourly rate at the time of separation from City service.~~

(a) Scheduled Leave: Any leave which can be reasonably forecast or anticipated (i.e., vacation leave), scheduled medical/dental appointments, extended weekends, personal leave, etc.

~~(a)~~ Scheduled leave requires the approval of the City Manager or designee prior to the absence. A request for scheduled leave should be submitted on a form designated by the City Manager. The employee shall be given due regard in selecting a convenient period to take scheduled leave, provided it is not in direct conflict with the best interest of the City. Every effort should be made to submit requests two weeks prior to the requested leave.

(b) Unscheduled Leave/Paid Sick Leave: Any leave that is genuinely of an unanticipated nature (i.e., leave due to illness); Unscheduled Leave exceeding five (5) days may require a certificate indicating that the employee was unable to work and may also be required to specify whether the employee can return to work with or without restrictions~~.~~.

The use of unscheduled leave shall be reported on a form and manner designated by the City Manager. In appropriate or excessive use of unscheduled leave may be grounds for disciplinary action.

~~(b)~~

11.2.3. Employees accrue General Leave at the following rates:

(a) Full-Time employees in the C~~c~~ompetitive S~~s~~ervice accrue g~~G~~eneral

lLeave for each bi-weekly period of service, based on the years of service with the City accordingaccording to the schedule below. General leave shall be accrued based on actual hours paid during the pay period. For example, iIf an employee begins work on any date other than the first working day of a bi-weekly pay period, or an employee takes any time leave without pay, the amount of gGeneral lLeave earned in that period is proportionate to the number of hours/days worked. The accrual of general leave begins on the first day of work. The bi-weekly period coincides with the payroll period established by the City.

(a)

Length of Service	Leave Accrued Each Bi-weekly Pay Period (Based on 40 Hrs. Paid)	Leave Accrued Each Year
Beginning with the first month through 5th year (60th month)	6.77 Hours	22 days
Following the 5th year through the 10th year (61st – 120th month)	8.31 Hours	27 days
Following the 10th year through the 15th year (121st month – 180th month)	8.92 Hours	29 days
Following the 15th year (181st month)	9.54 Hours	31 days

(b) For employees in the Ceompetitive Sservice scheduled to work between 20 and 40 hours per week, the pro-rata share to be accrued will be the percentage of a regular 40-hour work week which they are scheduled to work, multiplied by the leave accrued per month, as shown in Sub-section (a) above. For example, an eligible employee scheduled to work 20 hours per week will accrue 50% of the accrual rate in Subsection (a) above, and an employee scheduled to work 30 hours per week will accrue 75% of the accrual rate shown in Subsection (a) above. ~~The regularly scheduled number of work hours must be designated on the Personnel Action Form.~~

(c) Designated Management (i.e., At-will) Employees accrue general leave for each bi-weekly period of service, based on the years of service with the City according to the scheduled below, except that the City Manager shall be granted the authority to assign general leave accrual rates for at-will employees outside the denoted length of service. Exceptions to the standard accrual rate will be considered based on length of service in other organizations. General leave shall be accrued based on actual hours paid during the pay period. For example, if an employee begins work on

any date other than the first working day of a bi-weekly pay period, or an employee takes any time leave without pay, the amount of General leave earned in that period is proportionate to the number of hours/days worked. The accrual of general leave begins on the first day of work. The bi-weekly period coincides with the payroll period established by the City.

Length of Service	Leave Accrued Each Bi-weekly Pay Period (Based on 40 Hrs. Paid)	Leave Accrued Each Year
Beginning with the first month through 5th year (60th month)	7.38 Hours	24 days
Following the 5th year through the 10th year (61st – 120th month)	8.31 Hours	27 days
Following the 10th year through the 15th year (121st month – 180th month)	8.92 Hours	29 days
Following the 15th year (181st month)	9.54 Hours	31 days

~~(b)~~

11.2.4. No employee shall accrue more than 480 hours of g~~G~~eneral l~~L~~eave. When an employee's unused leave balance reaches this limit, the employee shall no longer accrue g~~G~~eneral l~~L~~eave until the balance falls below the maximum accrual limit.

11.2.5. If, during the first twelve (12) months of employment, an employee exhausts all leave accrued, the City Manager may advance an employee up to forty (40) hours of general leave. An advance may only be provided when it is in the best interest of the City and the following conditions are met:

(a) The request is in writing, stating the reason for the advance; ~~and~~

(b) The employee states the date of anticipated return.

(c) The advance of leave is part of a hiring process approved by the City Manager.

(d) Any leave that is advanced will be deducted from future accruals. If an employee terminates employment prior to repayment of the advanced leave, the employee is required to reimburse the City for paid salary and benefits which were not earned by the employee.

11.2.3 Any employee separating from City service who has accrued general leave is entitled to be cashed out of their accrued, but unused, General leave at the employee's hourly rate of pay at the time of separation. When separation is caused by death of an employee, payment will be made to the spouse or the estate of the employee or, in applicable cases, as provided by the Probate Code of the State. General leave will be paid out at the employee's current hourly rate at the time of termination for any unused general leave.

11.3 General Leave Cash Out

Annually, employees may elect to convert up to eighty (80) hours of accrued general leave into a cash payment, at their base rate of pay in effect at the time of the cash-out. Opportunities for general leave conversion will occur twice a year (May and December). Eligibility is contingent on having at least one hundred (100) hours of general leave remaining after the conversion.

Management employees will only be permitted to cash out a total of eighty (80) hours of general leave and administrative leave, cumulatively, each calendar year. See Section 11.10 for information regarding administrative leave cash out.

~~11.2.5.~~

~~(a) The request is in writing, stating the reason for the advance; and~~
~~(b)(a) The employee states the date of anticipated return.~~
~~(c)(a) The advance of leave is part of a hiring process approved by the City Manager.~~

~~(a)~~

~~Any leave that is advanced will be deducted from future accruals. If an employee terminates employment prior to repayment of the advanced leave, the employee is required to reimburse the City for paid salary and benefits which were not earned by the employee.~~

~~11.2.6. Any employee separating from City service who has accrued General Leave is entitled to pay of such general leave. When separation is caused by death of an employee, payment will be made to the spouse or the estate of the employee or, in applicable cases, as provided by the Probate Code of the State. General leave will be paid out at the employee's current hourly rate at time of termination for any unused general leave.~~

11.3. Sick Leave

11.3.1. Part-time temporary employees are eligible to accrued sSick lLeave in accordance with the Healthy Family Act of 2014 (CA Paid Sick Leave).

11.3.2. Pursuant to the City's General Leave Plan, regular and probationary full-

time employees may earn sSick lLeave only if the employee is ineligible to accrue gGeneral lLeave due to reaching the maximum accrual limit.—. When a regular or probationary employee has reached the maximum gGeneral lLeave accrual, the employee accrues sick leave at the rate provided for gGeneral lLeave.—. Once a regular and probationary employee's gGeneral lLeave accrual is below the maximum accrual limit, the employee will no longer accrue sSick lLeave and will begin accruing gGeneral lLeave.

11.3.3. Full-time regular and probationary employees may not accrue more than 360 hours of sick leave. When an employee's unused sick leave balance reaches this limit, the employee is no longer ~~be~~ eligible to earn sick leave.

11.3.4. Use of accrued sick leave hours, pursuant to the City's General Leave Plan~~,~~ are not considered a right thatwhich may be used at an employee's discretion. The use of sick leave hours is ~~but are~~ allowed only in case of necessity as defined herein. An employee shall only be~~is~~ eligible to use sick leave hours, as defined in by the General Leave Plan, in the following instances:

(a) For an employee's illness or injury when the illness/injury prevents the employee from working. Leave exceeding five (5) days may require a doctor's certification indicating that the employee was unable to work.

(b) For an employee's dental, eye, or other physical or medical examination or treatment by a licensed provider.

(c) For family medical purposes when a member of the employee's immediate family is involved. This shall include the family member's illness, accident, medical appointments, or other related occurrences.

(d) For victims of domestic violence, sexual assault, or stalking to:

(i) To obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, and welfare of the employee or employee's child.

(ii) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety. (Labor Code 2230(c); 233(b)(3)(A); 246.5(a)(2))

11.3.5. Employees who use sick leave hours, pursuant to the City's General Leave Plan, will be required to file a request form with the City Manager or

designee stating the basis for the absence. The request must be on a form developed and implemented by the City Manager or designee. Once an employee has used half of the sick leave accrued, the City may, within its discretion, request medial certification for any further sick leave use. The medical provider may also be required to specify whether the employee can return to work with or without restrictions. Such release of medical information shall be in compliance with the law.

11.3.6. If a finding of industrial disability is made in connection with California Public Employees Retirement (CalPERS), employees may not be permitted to exhaust paid sick leave balances prior to retirement unless the City Manager, at sole discretion, approves.

11.3.7. Any employee separating from the City service who has unused sSick lLeave hours, pursuant to the City's General Leave Plan, will not be compensated for any sSick lLeave hours remaining at the time of termination, unless specified through an ~~individual employment~~ agreement.

11.4. Family Medical Leave (FMLA)/California Family Rights Act (CFRA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), "California Family Rights Act" (CFRA), and Military Caregiving Leave, eligible employees may take up to a total of twelve (12) work weeks of family and medical leave during a twelve (12) month period for a qualifying event. Please reference the City's FMLA and CRFA policy for the administering of the leaves.

11.5. Pregnancy Disability Leave

The City shall provide pregnancy disability leave to eligible employee in accordance with applicable law. The City will follow the City's FMLA and CFRA policy to administer Pregnancy Disability Leave.

11.6. Work Related Injury or Illness Leave

Work Related Injury or Illness Leave shall be granted only after the City's Workers' Compensation administrator has declared the illness/injury to be compensable under the California Workers' Compensation law. The City may grant up to fifty (50) hours of paid time off (per incident) for an employee to attend ongoing medical care/treatment during work hours in conjunction with a work-related injury/illness. Use of Work-Related Injury or Illness Leave hours shall not be considered as a right that may be used at an employee's discretion but shall be allowed only in case of necessity. Employees who use leave hours may be required to provide a written explanation to the City Manager or designee stating the cause of absence and report the hours as instructed on their timesheets. Said explanation shall be on a form developed and implemented by the City Manager or designee. Only regular employees or probationary are eligible for Work Related Injury or

Illness Leave. Employees suffering injuries in the course and scope of their work may be entitled to workers' compensation benefits. Employees having questions regarding this rule should contact Human Resources.

11.7. Catastrophic Illness Leave

Upon approval of the City Manager or designee, a catastrophic sick leave bank may be established for the benefit of an employee incapacitated by an extreme or severe illness or injury. Employees may donate general leave and/or sick leave to another employee in accordance with the City's Catastrophic Leave Administrative Policy.

11.8. Military Leave

Military Leave shall be granted in accordance with the provisions of state and federal law. An employee requesting leave for this purpose must, whenever possible, provide in advance to the City Manager or designee, with a copy of the military orders specifying the dates, site and purpose of the activity or mission. . Within the limits of such orders, the City may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

11.9. Jury Duty Leave

Employees summoned by state or federal court to jury duty shall be entitled to full pay during the period of jury service. Employees must keep their supervisors informed of their court schedule and provide proof of jury service to the City with their timesheet. Employees pay any fees received for jury service to the City, except for mileage reimbursement. Jury Duty Leave does not count towards hours worked for purposes of calculating overtime.

11.10. Administrative Leave

Leave in recognition for being required to work hours beyond their regular hours of work to fulfill their employment responsibilities, An employees, in the Ccompetitive Sservice, who is are designated as FLSA Exempt under these Rules, will be granted on July 1st of each year forty (40) hours of aAdministrative lLeave in recognition for being required to work hours beyond their regular hours of work to fulfill their employment responsibilities.Management employees will be granted 64 hours of administrative leave.

(a) On December 1st of each year, exempt employees who receive administrative leave may choose to be paid to a maximum of 50% twenty (20) hours of their unused aAdministrative lLeave (i.e., 20 hours for Exempt employees, 32 hours for Management). Payment for this administrative leave will be paid with the first pay period ending date after December 1st of each year.

(b) The use of aAdministrative lLeave requires the approval of the employee's Department Head and City Manager or designee prior to the absence. A request

for scheduled aAdministrative lLeave should be submitted on a form designated by the City. The employee who has available aAdministrative lLeave and requests use of aAdministrative lLeave is permitted to use time off within a reasonable period after making a request if use of leave does not unduly disrupt the operations of the City. Employees should make every effort to submit requests to take aAdministrative lLeave two (2) weeks prior to the requested leave.

(c) On June 30th of each year, any unused leave is ~~or if an employee terminates employment prior to June 30th employees are required to~~ forfeited. ~~any unused balances of Administrative Leave.~~ Administrative leave has no cash value at separation.

11.11. Leave Without Pay

The City in its discretion may permit employees to be on leave without pay (LWOP) not to exceed ninety (90) days. An extension of any leave of absence without pay beyond ninety (90) days may be granted upon approval of the City ~~Council~~ Manager when such extension of leave is in the best interest of the City. Employees in such status do not accrue benefits, or receive service credit, and may be required to pay for portions or all health and welfare benefits/premiums during the period of their leave without pay status. Employees may take personal leave without pay when required by law.

11.12. Bereavement Leave

The City grants bereavement leave to include leaves of absence with pay up to five (5) workdays where a member of the employee's or spouse's or domestic partner's immediate family dies. The City in its discretion may require some proof that a death in the family has occurred. Bereavement leave is available only within thirty (30) days of a death in the family~~,~~ unless the employee has made arrangements with the City regarding its use at a later date.

11.13. Holidays

The City observes the following legal holidays, which are available to those employed prior to or on the date of the holiday:

(a) New Year's Day
(b) Martin Luther King Jr. Birthday
(c) Presidents Day
(d) Memorial Day
(e) Independence Day
(f) Labor Day
(g) Veteran's Day
(h) Thanksgiving Day

(i) Day After Thanksgiving
(j) Day Before Christmas
(k) Christmas
(l) Day Before New Year's Day
(m) See Benefit Plan for Floating Holidays ~~(two (2) eight-hour holidays per calendar year)~~

11.13.1 In the event that a holiday falls on a Saturday, the preceding Friday shall be a holiday. In the event a holiday falls on a Sunday, the following Monday shall be a holiday. In cases where one of two (2) consecutive holidays falls on a weekend day (e.g., the Day before Christmas and Christmas Day/the Day before New Year's and New Year's Day) a conflict may occur with the paragraph above. In such cases, the City Manager designates the day(s) to be observed as a holiday(s) in lieu of the holiday(s), which falls on Saturday and/or Sunday. The City Manager's designation shall not result in the observation of more total holidays than are approved in the Benefit Plan.

11.13.2 If a non-exempt employee is required to work on a holiday, the employee ~~shall be compensated straight time rate for the first eight (8) hours of work and in addition,~~ shall receive pay at time and one-half of their hourly rate for all hours worked, in addition to the holiday pay provided for in this section. ~~in lieu of time off for said holiday.~~

11.13.3 The floating holidays are subject to supervisory approval and may not be carried over to another calendar year and are lost unless used prior to the end of the calendar year.

11.13.4 Part-time employees who occupy authorized half-time or three-quarter time positions and are scheduled to work 20 hours or more per week on a continuous basis shall receive prorated holiday pay for each recognized holiday outlined in this Section, as follows: half-time employees shall receive 4 hours holiday pay; three-quarter time employees shall receive 6 hours of holiday pay.

11.13.5 If a holiday falls on an employee's regularly scheduled day off, the employee shall be credited eight (8) hours' time off with pay to either their general leave or compensatory time banks.

11.13.6 Designated and floating holidays are credited as eight (8) hours each. If the employee works a schedule with more than eight (8) hours in a workday, the employee must use accumulated vacation or compensatory time to provide the difference between eight (8) hours and the employee's normal workday. As an alternative, the employee may make up the difference by working the additional time, but only during the work week in which the

holiday fell.

11.14. Compensatory Time Off (CTO)

Non-exempt employees may choose to be compensated for overtime work through compensatory time off (CTO) at the rate of one and one-half hours CTO~~comp time~~ per overtime hour worked instead of receiving cash payment. CTO may be accrued up to a maximum of 100 hours for regular and probationary non-exempt employees. If an employee reaches the maximum limit, they shall be compensated for all overtime worked. If an employee has accrued any unused CTO at termination, the employee shall be paid for such unused CTO at their regular rate of compensation at termination.

11.15. School Leave

Employees who are parents, guardians or grandparents of a child in kindergarten through grade 12 may take up to forty (40) hours per year, not exceeding eight (8) hours in a month, to participate in the child's school activities. The employee must use accrued g~~G~~eneral l~~L~~eave, floating holiday, a~~A~~dministrative l~~L~~eave or c~~C~~ompensatory t~~T~~ime for this leave. Prior notice of the need for this leave must be given to the immediate supervisor.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to attend a portion of the school day in their child's classroom, the employee should alert their supervisor or manager as soon as possible before leaving work. In accordance with California Labor Code § 230.7, no adverse action will be taken against an employee who takes time off for this purpose.

11.16. Voting Time

Employees will be granted time off with pay to vote in any general, direct primary or presidential primary election in accordance with the provisions of the Elections Code section 14000. Employees must give notice to their immediate supervisors of their need to take such time off as soon as practical.

11.17. Civic Service Leave

~~Civic Service Leave is available every Fiscal Year to employees for qualified volunteer service during the workweek pursuant to the Benefit Plan. On June 30th of each year, or if an employee terminates employment prior to June 30th, employee shall forfeit any unused balance of Civic Service Leave. Prior request of the need for this leave must be given to the immediate supervisor. Said request form shall be on a form developed and implemented by the City Manager or designee.~~
Effective September 2023, civic service leave is being discontinued, in exchange for floating holiday. To convert from a leave type provided on a fiscal year to one given on a calendar year,

employees will forfeit 4 hours of the civic service leave granted July 1, 2023, and the other 4 hours, if unused as the time of conversion, will be converted to additional floating holiday time to be used during the 2023 calendar year. Any employee who has used more than 4 hours of civic service leave at the time of conversion will have a reduction in floating holiday hours in 2024 that is proportionate to the excess civic service hours used prior to conversion.

11.18. Time Off for Immediate Family of Victims of Crime

Employees who are the immediate family members (spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) or registered domestic partner of a victim of a violent or serious felony may take time off from work in order to attend judicial proceedings related to that crime. The crime must be an offense enumerated in Labor Code Section 230.5(a)(2).

11.19 Leave to Perform Emergency Duties or to Attend Related Training

An employee may take leave to perform duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. However, the City does not have to provide this leave if the employee's absence would hinder the City's availability to provide public safety or emergency medical services.

11.20. Unauthorized Leave or Job Abandonment

An unauthorized absence from the work site or failure to report to duty after a leave request has been disapproved, revoked, or cancelled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absences may be grounds for disciplinary action, including termination.

11.21 Relocation Expenses

The City Manager shall have the authority to negotiate on behalf of the City relocation expenses for designated management employees, as identified in the Management Positions Except from Competitive Service Resolution. Such expenses may include travel, interim housing, storage, and other relocation expenses as deemed appropriate by the City Manager.

12. TRANSFERS/~~ACTING PAY~~

12.1. A non-probationary City employee with at least satisfactory appraisal ratings may request a transfer to a lateral or other lower-level vacant position in the City. The transfer request may be initiated by submitting forms as prescribed by Human Resources. The employee requesting a transfer must meet the minimum qualifications for the vacant position and may be subject to interviews and other pre-employment processes specified by the City. Following reasonable notice to City employees, vacant positions may be filled through transfers rather than appointments from eligible lists.

12.2. The City may initiate a transfer of a disabled employee who qualifies under applicable disability laws but cannot perform the essential functions of their job without reasonable accommodation. Such transfers will have priority over any eligibles on an existing eligible list.

~~12.3. **Acting Pay**~~

~~Employees assigned to perform duties of an assignment, in writing by the City Manager or designee, who pursuant to such assignment, assumes and performs all of the ordinary day-to-day duties of a position of a higher classification for at least thirty-one (31) consecutive work days shall be paid an additional 5% of the regular pay of their own classification, or the first step of the higher classification in the classification plan whichever is greater, for all time worked in the assigned higher classification.~~

~~Work assignments shall not be changed for the sole purpose of evading the requirement of providing acting pay to an employee who would otherwise be eligible. The effective date of any change in assignment under this section shall be noted on a Personnel Action Form that must be approved by the City Manager or designee. A Personnel Action Form shall be generated upon the completion of the acting pay status identifying regular pay of an employee's classification prior to the acting pay authorization.~~

13. LAYOFF AND RECALL

13.1 Whenever in the sole judgment of the City Council it becomes necessary to abolish any position that is held by a full-time regular employee due to a reorganization, or lack of work or funds, the employee holding that position may be laid off or demoted without disciplinary action and without the right of appeal. Whenever possible, employees will be given at least thirty (30) days' notice of any layoff.

13.2 When a layoff involves a position classification held by more than one person, layoffs will be made in a reverse order of seniority. Seniority will be determined by including all periods of full-time regular service at or above the classification level where the layoff is to occur.

13.3. Persons laid off or demoted in accordance with this Rule will have their names kept on a re-employment list for two (2) full years from the date of layoff or demotion. The re-employment list will be used by the City when a vacancy arises in the same or lower classification of position in the department where the layoff originally occurred before seeking promotional and/or general applications from others.

13.4. This Rule does not apply to at-will, part-time or probationary employees.

14. EMPLOYEE SAFETY/VIOLENCE IN THE WORKPLACE

The City is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. (Labor Code § 6400.) The workplace includes any location where City business is conducted, including vehicles and parking lots.

Safety is everyone's responsibility. All employees must use safe work practices and report any unsafe conditions that may occur. Please become familiar with the City's Workplace Violence Prevention policy.

15. GRIEVANCE PROCEDURE

15.1. The grievance procedure is intended to provide an avenue only for redress of complaints that the City has in some manner violated any of the Personnel Rules.

15.2. The grievance appeal must be initiated by the employee (appellant) within fifteen (15) calendar days of the facts giving rise to the appeal and must be submitted to Human Resources. Failure to initiate an appeal within this time frame will result in denial of the appeal as untimely and void. Human Resources may submit the appeal for response as the first step to a directly involved supervisor or another department representative.

15.3. Appeals must be in writing, signed by the affected appellant(s) and allege that the City has violated a specific provision of these Rules. Appeals must contain the specific facts upon which they are based. Appeals that fail to include these elements may be rejected on that basis. An email may serve as a written appeal.

15.4. Human Resources will review the appeal and shall serve notice of a written response within fifteen (15) calendar days of receipt of the appeal.

15.5. If the appellant is dissatisfied with the City's first response, the appellant may submit an appeal to the City Manager. The appeal must be received by the City Manager within fifteen (15) calendar days of Human Resources' decision.

15.6. The City Manager, or the City Manager's designee, will review the appeal and shall serve notice of a written response within fifteen (15) calendar days of receipt of the appellant's appeal. The City Manager's decision shall be final.

15.7. No other grievance or appeal procedure may be used for matters within the scope of this appeal procedure.

15.8. Exhaustion of this appeal procedure is intended to provide an informal avenue for redress of complaints relating to these rules, and to give the City an opportunity to investigate the complaint and correct any problems before they become more serious.

16. DISCIPLINE/GENERAL RULES OF CONDUCT

16.1. General Rules of Conduct

It is expected that all employees shall render the best possible service to, and reflect credit on, the City. Therefore, the highest standards of professional conduct are essential and expected of all employees.

16.2. Disciplinary Actions

The City of Dublin may invoke the following types of disciplinary actions:

(a) Official Reprimand
(b) Suspension Without Pay
(c) Reduction in Pay
(d) Demotion
(e) Disciplinary Probation
(f) Discharge/Termination

16.3. Grounds for Discipline

16.3.1. Disciplinary measures may be taken for any good and sufficient cause. City employees who are employed "at-will," or who are temporary or probationary, are not subject to the requirement of good cause, and are not entitled to pre-discipline procedures or appeals under these policies.

16.3.2. Good cause exists not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform assigned duties, causes other employees' inability to perform their duties, or involves any improper use of their position for personal advantage or the advantage of others. Good cause also exists if an employee is unable to perform the duties of their position for an extended period ~~of time~~. The type of disciplinary action depends on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but are not limited to, the following:

(a) Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the City.

(b) Dishonesty; furnishing knowingly false information in the

course of the employee's duties and responsibilities.

(c) Inefficiency, incompetence, carelessness or negligence in the performance of duties.

(d) Violation of safety rules.

(e) Violation of any of the provisions of these personnel rules and regulations, department rules and regulations, City policies, City ordinances or resolutions.

(f) Inattention to duty.

(g) Tardiness, overstaying lunch periods, or leaving early.

(h) Being under the influence of an intoxicating beverage or non-prescription drug, or prescription drugs not authorized by the employee's physician, while on duty or on City property, or any other violations of the City's Drug and Alcohol-Free Workplace policy.

(i) Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor.

(j) Unauthorized soliciting on City property.

(k) Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked or canceled; or any other unauthorized absence from work.

(l) Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state or local law which negatively impacts the employee's ability to effectively perform their job or brings discredit to the City.

(m) Discourteous and/or offensive treatment of the public or other employees.

(n) Falsifying any City document or record.

(o) Misuse of City property; improper or unauthorized use of City equipment or supplies; damage to or negligence in the care and handling of City property.

(p) Theft or sabotage of City property.

(q) Sleeping on the job, except as specifically authorized.

(r) Accepting bribes or kickbacks.

(s) Intimidation or interference with the rights of any employee.

(t) Outside work or any other activity or conduct which creates a conflict of interest with City work, which causes discredit to the City, negatively impacts the effective performance of City functions or is not compatible with good public service or interests of the City service.

(u) Failure to obtain and/or maintain the necessary license or certification specified for the position; failure to maintain minimum qualifications for a position including required licenses or certificates.

(v) Abusive or intemperate language toward or in the presence of others in the workplace.

(w) Gambling on the job.

(x) Excessive absenteeism; inability to perform the duties of the position.

(y) Conduct unbecoming a City employee.

(z) Any other conduct of equal gravity to the reasons enumerated above as determined by the City.

The above reasons are indicative and not restrictive. Discharge, suspension, demotion, reduction in pay or other discipline may be based on reasons other than those specifically mentioned above.

16.4. Authority to Discipline

16.4.1. Any authorized supervisory employee may institute disciplinary action for cause against employees under their control in accordance with the procedures outlined in these Rules.

16.4.2. The City in its discretion may place employees on Paid Administrative Leave. Employees on such leave are subject to the City's instructions during their normal working hours.

16.5. Procedure for Disciplinary Action

In the absence of a process in a Memorandum of Understanding (MOU), employees covered by this Rule are governed by the following provisions.

16.6. Written Notice/ Pre-Discipline Meeting/ Final Action

16.6.1. Written Reprimands

The employee may submit a written response to the reprimand which shall be placed in the employee's personnel file. There is no further right of appeal to a written reprimand. For other discipline, the City shall issue a written notice of intent to discipline (NOI), describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based.

16.6.2. Minor Discipline

For other discipline that is less severe than a reduction in pay or suspension of six (6) working days, the discipline may be imposed prior to providing the employee a right to respond to the discipline. Within a reasonable time after the discipline is imposed, or before the discipline is imposed, within the City's discretion, the City must provide the employee with NOI, which includes the reasons for the action, a copy of the charges including materials upon which the action is based, and notice of the employee's right to respond, orally or in writing, to the proposed action. If the employee chooses to respond orally, the City Manager, or designee, shall convene a meeting to review the employee's response and position. The employee is entitled ~~to~~to have a representative of choice to attend the meeting. If the City Manager (or designee) decides to reduce the discipline, and if the employee has already served a disciplinary suspension for the offense, the employee will be compensated commensurate with the reduction in discipline. The City Manager's (or designee's) decision is final and there is no further right of appeal.

16.6.3. Major Discipline

For discipline that is greater in severity than a reduction in pay or suspension of five (5) working days, the employee shall receive notice of the right to respond, either orally or in writing, before discipline is imposed. If the employee wants to respond orally, the City will set a pre-discipline meeting (Skelly meeting) approximately one (1) week from the date of the NOI, unless a different time and date is set by mutual agreement.

For discipline that is greater in severity than a suspension of five (5) working days, the City Manager, or designee, will convene a pre-discipline meeting (Skelly) to review the employee's response and position before

imposing discipline. The employee is entitled to a representative of choice, provided, however, that the inability of a particular representative to attend the meeting is not the cause requiring a continuance of the meeting. At the meeting, the employee will have the opportunity to respond to the charges and to present any new information for consideration by the City.

For discipline that is greater in severity than a suspension of five (5) working days, at some reasonable time after the employee has been provided an opportunity to respond to the NOI, the City shall issue a final notice of decision to discipline (NOD). The NOD will include the final decision, the effective date of the discipline and the facts upon which the discipline is based and notice of the right of appeal.

16.7. Appeal

16.7.1. For discipline that is greater in severity than a suspension of five (5) working days, employees have the right to appeal the NOD. The employee's request for an appeal must be received within seven (7) calendar days from the date of the NOD, or the right to appeal is waived and the discipline becomes final. The request for an appeal of a NOD, does not inhibit the NOD from being implemented.

16.7.2. The appeal will be heard by an outside impartial independent hearing officer to be selected by the City.

The costs of the hearing officer will be borne by the City. The hearing will be transcribed.

16.7.3. The hearing officer has the authority to convene the hearing, receive evidence through testimony and documents and to make findings of fact and recommendations about the discipline. The hearing officer may recommend an outcome, but the final authority rests with the City Manager. The hearing officer will make detailed findings of facts related to the disciplinary charges in writing and serve a recommended decision on the City and the employee. After consideration of the hearing officer's recommended decision, the City Manager will issue a final decision in writing. The City Manager's decision is reviewable by administrative writ of mandamus.

17. RESIGNATIONS

17.1. General Provisions

Employees are free to resign from their employment but are encouraged to give at least

two (2) weeks' notice. A resignation becomes effective upon the City's receipt of a written notice of resignation. If no written resignation is tendered, but a resignation is indicated orally, a resignation becomes effective upon the City's notice of acceptance of the resignation. Once a resignation becomes effective, it is irrevocable except that the City Manager may permit a resignation to be rescinded.

17.2. Job Abandonment

A constructive resignation occurs when an employee has been absent from duty for three (3) consecutive workdays without prior authorization, or failed to notice the department of the absence, and did not respond to the City's inquires, if any, during the absence. The City shall give the employee notice of such constructive resignation. Except for at-will or probationary employees, regular employees who are separated from the City's service by constructive resignation may utilize the City's Grievance Appeal procedure.

18. NON-DISCRIMINATION AND HARASSMENT

The City of Dublin is committed to providing an environment that is free from harassment and discrimination of any kind, including sexual harassment and harassment based on race, color, religion, creed, national origin, ancestry, age, citizenship status, physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation (including homosexuality, bisexuality, or heterosexuality), gender (including gender identity and gender expression), pregnancy (including childbirth, breastfeeding, or related medical conditions), military and veteran status, or membership in any other legally protected category. Therefore, it is important that the City maintain an atmosphere characterized by mutual respect in order to assure fair, courteous treatment for employees and the public. Employees are responsible for reading and understanding the City's Harassment, Discrimination, Retaliation, and Abusive Conduct Prevention policy.

19. ACCOMMODATIONS FOR EMPLOYEE DISABILITIES

Employees with a disability may request a reasonable accommodation for that disability. Such requests should be submitted to the employee's Department Head, or Human Resources. If the employee has a disability as defined under the Fair Employment and Housing Act, the City will engage in an interactive process with the employee to determine an appropriate accommodation for the employee in accordance with applicable law if undue hardship does not result to the City's operations. To achieve the provisions of this section and the duties of the law, the City's efforts to reasonably accommodate the employee take precedence over and preempt any other conflicting provisions or limitations in these Rules, provided that the City will not terminate or permanently reassign any regular employee to accommodate another employee. If the City determines that an employee is not able to perform the essential functions of the job, with or without reasonable accommodation, the City may remove the employee from their position and apply for disability retirement for the employee, ifemployee if the employee is eligible. The

City will endeavor to retain the employee in an employed status until CalPERS has made its determination regarding the disability retirement application. However, the employee may be in an unpaid status during this period if applicable paid leaves have been exhausted. If the employee fails to cooperate in the disability retirement process, the City may separate the employee from employment.

20. OUTSIDE EMPLOYMENT

City employees may not engage in any outside employment, enterprise or activity that the City determines is in conflict with their duties and responsibilities, or any aspect of City operations. An employee must submit a request for outside employment to their Department Head. The Department Head shall provide a written decision to the employee. The written decision will be provided to Human Resources.

21. VOLUNTEERS

21.1. General Provisions

21.1.1. The City may utilize volunteers for the delivery of City services. The use of volunteers is subject to approval by the City Manager or designee. Volunteers are subject to fingerprinting according to the City's Fingerprinting of Employees and Volunteers policy.

21.1.2. Volunteers are not eligible for salaries, benefits or other compensation unless specifically provided for by the City. Subject to approval by the Department Head or City Manager, necessary equipment or uniforms and reimbursement for approved actual expenses and mileage may be provided.

21.2. Employee Volunteers

Subject to approval by the City Manager or designee, employees may volunteer to provide services to the City outside of their normal duties provided they are not performing the same or similar duties for which they are normally compensated, and the responsibilities are occasional and sporadic. Employees engaging in such volunteer assignments are not entitled to compensation. Volunteer time shall not be considered for the calculation of overtime.

22. DRUG AND ALCOHOL-FREE WORKPLACE

The City's workplace is a drug and alcohol-free workplace. Employees may not be at work under the influence of alcohol or drugs, may not use or possess alcohol or drugs while on duty or while on paid standby time and may not sell, manufacture, distribute or provide drugs to any person while on duty. The City has no intention of interfering with the private lives of its

employees unless involvement with alcohol and other drugs on or off the job affects job performance or public safety. The City encourages employees to voluntarily seek help with drug and alcohol problems and offers a confidential Employee Assistance Program. Employees are responsible for reading and understanding the City's Drug and Alcohol-Free Workplace policy.

23. NEPOTISM

No employee, prospective employee, or applicant will be improperly denied employment or benefits of employment on the basis of a relationship as defined below with another employee or official of the City.

Nonetheless, the City retains the right to take appropriate steps to avoid inappropriate working relationships among relatives, including married persons. For administrative purposes, a relative is a spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law, sister-in- law or any other individual related by blood or marriage. The City retains its rights to:

(a) Refuse to place one party under the direct or indirect supervision of the other party of a relationship.

(b) Refuse to place both parties to a relationship in the same department, division, or facility when such action has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.

(c) Exclude one party to a relationship from contributing to, or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions of the other party.

(d) Disqualify one party to a relationship for a position privy to confidential personnel matters who has a relative already in the City's employment when the relationship may compromise confidential information.

(e) Effect a transfer in the event the City learns of circumstances described above.

24. GIFTS AND GRATUITIES

No employee of the City may solicit or accept, for self or family, favors, benefits, gifts or gratuities under circumstances which might be construed by reasonable persons as influencing the performance of the employee's governmental duties.

25. USE OF INFORMATION AND ELECTRONIC SYSTEMS

Electronic systems are all hardware, software, and other electronic communication or data processing devices owned, leased, or contracted for by the City of Dublin and available for official use by City employees. This use includes, but is not limited to, the Internet, E-mail, voice-mail, cellular telephones, pagers, personal digital assistants, smartphones, computers/laptops, telecommunications devices, video and audio equipment, wireless networks, data systems telecommunications equipment, global positioning equipment, location devices, transmission devices, data processing or storage systems, computer systems, servers, networks, input/output and connecting devices, software, agency hosted social media, and documentation that supports electronic communications services. Employees are responsible for reading and understanding the City's Electronic System and Information, Social Media, and Remote Computer Access policies.

26. DRESS CODE

Employees of the City are required to dress appropriately for the jobs they are performing. Therefore, the dress regulations contained in this section shall be followed. The City reserves the right to direct any employee who is dressed inappropriately for work to go home and make appropriate changes to their work attire before returning to work.

(a) All clothing must be neat, clean and in good repair.

(b) Prescribed safety equipment must be worn or utilized where applicable.

(c) Footwear must be appropriate for the work environment and functions being performed.

(d) Hair, beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.

(e) Jewelry is acceptable except in areas where it constitutes a health or safety hazard.

(f) Good personal hygiene is required.

(g) Dress must be appropriate to the work setting, particularly if the employee deals with the public.

(h) Employees may be required to wear uniforms specified by the City. City uniforms shall be worn in a professional manner.

(j) Employees should be mindful of other employees' sensitivity to perfume and other fragrances, and employees shall refrain from wearing fragrances that are offensive or harmful to others.

27. USE OF CITY EQUIPMENT

No City-owned equipment, autos, trucks, instruments, tools, supplies, machines, or any other item that is the property of the City may be used by an employee other than for City business, unless the City Manager or designee approves in advance. No employee may allow any unauthorized person to rent, borrow, or use any City property, except upon prior written approval of the City Manager or designee. For further information, see the City's Vehicle Use policy.

28. TRAVEL AND TRAINING POLICY

28.1. The City is committed to ensuring that its employees receive adequate training to perform their jobs. Training and travel are subject to department approval. Training opportunities that occur outside normal work hours require approval by the Department Head. Overnight travel also requires approval by the Department Head.

28.2. The City generally requires that training, and attendant travel, be scheduled in a way that will minimize the City's overtime liability. From time to time, the City issues policies that govern these areas. Employees must observe these policies.

28.3. City business travel shall be carried out in an efficient, cost-effective manner resulting in the best value to the City. Telecommunications instead of travel should be considered when possible. The City will pay or reimburse all business travel related expenses based on reasonableness and on the actual amount of expense incurred by the employee pursuant to the City's official Travel and Other Business and Reimbursement of Expenses policy as may be amended. Employees having questions about the City's travel and training policies should contact their supervisor or the Administrative Services Department.

29. MISCELLANEOUS

29.1. City May Amend or Revise Rules and Policies

From time to time the City may adopt new or amended Rules and policies, after appropriate consultation with the City employees.

29.2. No Contract

These Rules do not create a "contract" of employment between the City and any employee. Public employment is statutory, not contractual.

29.3. Severability

If any part of these Rules is determined to be unconstitutional or illegal, such part shall be severed from these Rules and the remaining Rules given full force and effect.

29.4. Word Usage

The term "City" as used in these Rules refers to the City of Dublin. Responsibilities and rights of the City under these Rules are exercised by the City Manager and may be delegated by the City Manager.

~~ACKNOWLEDGEMENT~~

~~☐ I certify that I have received and read the contents of The City of Dublin's Personnel Rules 2020.~~

~~**Employee Name**: _____ **Date**: _____~~

~~**Signature**: _____~~

~~Please complete the fields above to confirm acknowledgement of the personnel rules and return this page to Human Resources to humanresources@dublin.ca.gov.~~

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE BENEFIT PLAN IN ACCORDANCE WITH PERSONNEL RULES

WHEREAS, the City Council adopts Personnel System Rules for employees of the City; and

WHEREAS, the provision of employee benefits assists the City in attracting and retaining quality employees; and

WHEREAS, the Personnel System Rules require the City Council to adopt a Benefit Plan; and

WHEREAS, the identification of benefits in a single document will assist with the administration of the personnel system; and

WHEREAS, the following benefit provisions shall be established in accordance with the City of Dublin Personnel Rules; and

WHEREAS, the Benefit Plan was last adopted by Resolution 61-20, and subsequent amendments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby amend the Benefit Plan, attached hereto as **Exhibit A**, which shall supersede the Benefit Plan adopted by Resolution 61-20 and any subsequent amendments.

BE IT FURTHER RESOLVED that the City of Dublin Benefit Plan, attached hereto as **Exhibit A**, shall be effective July 1, 2023.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

_____
Mayor

ATTEST:

_____
City Clerk

City of Dublin

Employee Benefit Plan

Established – July 1, 2023

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Section 1 – Eligible Employees:

All benefits shall apply to full-time employees of the City of Dublin, unless otherwise stated. The benefits outlined in this plan shall not be provided to temporary (part- or full-time), provisional or contract employees, or to individuals who provide services to the City pursuant to contract unless the contract explicitly provides for such benefits.

Section 2 – Market Rate Adjustments and Consumer Price Index (CPI) Adjustments:

Effective July 1, 2023, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from February 2022 through February 2023 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The maximum adjustment shall be no greater than three and one-half percent (3.5%), the minimum adjustment will be one percent (1%). Employee salaries will also be adjusted July 1, 2023, based on the CPI results.

Additionally, a total compensation salary survey of benchmark classifications was conducted. Any classification that was deemed to be under market was brought up to the 65th percentile of the City's comparator cities. Individual employees will not be adjusted, unless their current salary falls below the minimum of an adjusted range.

In recognition of historically high CPI values the last two years, employees will receive a one-time $1,500 stipend the first check paid out in January 2024.

Effective July 1, 2024, salary ranges for most classifications (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from February 2023 through February 2024 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. For those classifications that were over market in July of 2023, a total compensation survey will be conducted in April of 2024. The maximum adjustment shall be no greater than three and one-half percent (3.5%), the minimum adjustment will be one percent (1%). Employee salaries will also be adjusted July 1, 2024, based on the CPI results, but in no event shall any adjustment provided for in this section result in an employee earning a salary in excess of the top of the range for their classification.

Effective July 1, 2025, salary ranges for most classifications (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from February 2024 through February 2025 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. For those classifications that continued to be over market in April of 2024, a total compensation survey will be conducted in April of 2025. The maximum adjustment shall be no greater than three and one-half percent (3.5%), the minimum adjustment will be one percent (1%). Employee salaries will also be adjusted July 1, 2025, based on the CPI results, but in no event shall any adjustment provided for in this section result in an employee earning a salary in excess of the top of the range for their classification.

Effective July 1, 2026, salary ranges for most classifications (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from February 2025 through February 2026 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the

Bureau of Labor Statistics. For those classifications that continued to be over market in April of 2025, a total compensation survey will be conducted in April of 2026. The maximum adjustment shall be no greater than three and one-half percent (3.5%), the minimum adjustment will be one percent (1%). Employee salaries will also be adjusted July 1, 2026, based on the CPI results, but in no event shall any adjustment provided for in this section result in an employee earning a salary in excess of the top of the range for their classification.

Section 3 – Merit-Based Salary Adjustments:

a) Annual adjustments in salary (based on the anniversary of the employee's date of hire or if applicable, the anniversary date of the most recent promotion) shall be based upon employee performance as determined by the performance evaluation. It is the duty of the supervisor and Department Head to give a fair and unbiased evaluation based on job performance of the employee.

b) For the period of July 1, 2023, through June 30, 2027, employees will be eligible for an annual merit increase of up to 2.5%, based on their performance as outlined in their annual review, with an additional .5% at the discretion of the Department Director with agreement from the City Manager, for a maximum of 3%.

c) In no event shall any salary adjustment result in an employee earning a salary in excess of the top of the range of their classification.

Section 4 – Performance Pay Adjustments:

If applicable, performance pay adjustment increases will be consistent with increases outlined in Section 3. Eligibility criteria is outlined in the City's Personnel Rules.

Section 5 – Medical Insurance:

All City employees who are members of the California Public Employees Retirement System (CalPERS) shall be eligible to select from plans administered by the Public Employees Medical and Hospital Care Act (PEMCHA).

a. The City currently contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees. The eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). The Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with those provisions of the PEMHCA providing for participation by CalPERS annuitants.

b. Effective January 1, 2016, the City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government

Section 22892. Contributions provided under this Section are required only to the extent mandated by PEMHCA.

c. In the event CalPERS requires a minimum employer payment in excess of the amount recited above, the City shall pay such additional amounts as approved by the City Council. Because CalPERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in the Benefit Plan so long as the city contracts for benefits with CalPERS for medical insurance benefits. The City shall provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to any contribution provided to active employees under the Benefit Plan and in accordance with Government Code Section 22892.

Section 6 – Flexible Benefit Program:

The City shall make available a flexible benefit program (tax deferred employee contribution) that can be applied to specific expenses, e.g., health premiums, and medical, dental, and vision expenses not covered by the insurance plan. The City's plan is subject to the requirement and availability of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for PEMHCA medical premiums, eligible dependent care expenses, eligible uninsured medical expenses, or a combination thereof. All costs associated with the enrollment and administration of an eligible employee's account shall be paid by the City.

a. The City shall not treat contributions made to the program as compensation subject to income tax withholding unless the Internal Revenue Service and/or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of the implementation of this Section or any penalty that may be imposed, therefore.

b. Contributions to the flexible benefit program shall be used only for payment of those benefits that are available through the City's program. Any amount remaining after the Employee has designated the portion of his or her flexible benefit (125 plan) contribution amount for the purposes described in this Section shall be deemed forfeited.

c. Each eligible employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how the contributions in his or her flexible benefits account are to be spent during the ensuing year. Thereafter, no changes to designations shall be allowed until the enrollment of the following year, except for change for changes due to an eligible qualifying event.

d. Each employee shall be responsible for providing immediate written notice to the Director of Human Resources of designee of any changes to the number of his or her dependents which would affect the amount of the City's payment into the program.

e. Beginning with the January 1, 2023, premium, eligible employees shall receive up to $2,030 per month toward the premium cost for CalPERS health insurance based on the employee's annual plan election less the amount of any contribution provided by the City directly to CalPERS under government Code Section 22892.

f. Beginning with the January 1, 2024, premium, eligible employees shall receive a monthly allowance up to the amounts listed below. Eligibility is based on the employee's plan selection and participation level (e.g., employee only coverage, employee plus 1 dependent or employee plus two or move), less the amount of any contribution paid under Section 2 above.

Employee only = $1,260/month
Employee and 1 dependent = $2,255/month
Employee and 2 or more dependents = $2,525/month

g. For CalPERS plan years 2025, 2026, and 2027, the City will increase the monthly contribution outlined in Section 7(f) by half of the percent increase in Kaiser premiums at each level, except if the newly calculated amount exceeds the actual rate of Kaiser for the given year. If this situation occurs, the City contribution from the prior year will carry over.

h. The City shall continue to provide a flexible benefit program as provided in this Section unless amended or repealed by the City Council.

Section 7 – Alternative Benefit:

Effective July 1, 2015, subject to proof of other health coverage and completion of CalPERS Health Form HBD12 indicating same, eligible City employees who are members of the California Public Employees Retirement System (CalPERS) and (1) elect to opt-out of receiving City contributions under Government Code Section 22892; as described in Section 2b; (2) are not enrolled in a City-sponsored health insurance plan as the dependent of another City employee; and (3) provide proof of medical insurance coverage from a plan other than a City-sponsored plan shall receive an alternative benefit in the form of a cash payment.

a. Effective July 1, 2015, the amount of alternative benefit is $350 per month and benefit must be elected each year during open enrollment or upon a qualifying event.

b. Effective January 1, 2024, the amount of alternative benefit provided to an employee is based on the level of insurance coverage that the employee could have received if the employee had enrolled in a City-sponsored health insurance plan, as follows:

Employee only = $250/month
Employee and 1 dependent = $450/month
Employee and 2 or more dependents = $625/month

c. For the purpose of this Section, the term "dependent" shall mean a dependent eligible for coverage under a CalPERS medical plan.

d. Any cash payment provided under this Section shall be paid and reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board as compensation subject to income tax withholding and is considered a non-reportable CalPERS payment/benefit. Each eligible employee shall be solely and personally responsible for any tax liability that may arise out of receipt of the alternative benefits provided under this Section.

Section 8 – Dental Insurance:

The City will contribute on behalf of each employee schedule to regularly work at least 30 hours per week, a maximum of the "full-family premium" per month to a dental insurance plan selected by the City. The City will contribute on behalf of each regular employee scheduled to work between 20 to 29 hours per week, a maximum of the "employee only" premium per month to a dental insurance plan selected by the City.

Effective January 1, 2024, in lieu of enrolling in a City-sponsored dental plan, employees may elect to opt-out of dental for themselves and eligible dependent(s). The amount of alternative benefit provided to an employee is based on the level of insurance coverage that the employee could have received if the employee had enrolled in a City-sponsored dental plan, as follows:

Employee only = $25/month
Employee and 1 dependent = $50/month
Employee and 2 or more dependents = $75/month

For the purpose of this Section, the term "dependent" shall mean a dependent eligible for coverage under the City-sponsored dental plan.

Any cash payment provided under this Section shall be paid and reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board as compensation subject to income tax withholding and is considered a non-reportable CalPERS payment/benefit. Each eligible employee shall be solely and personally responsible for any tax liability that may arise out of receipt of the alternative benefits provided under this Section.

Section 9 – Vision Insurance:

The City will contribute on behalf of each employee schedule to regularly work at least 20 hours per week, a maximum of the "employee only premium" per month to a vision insurance plan selected by the City.

Section 10 – Trust Fund/Health Reimbursement Arrangement (HRA):

a. Plan Limits: Beginning on calendar year January 1, 2021, full-time, regular employees will have a $1,000 limit for eligible reimbursements. Employees regularly scheduled to work between 20 and 30 hours per week shall have a pro-rated share based on hours regularly scheduled.

b. Plan Year: The "Plan Year" shall cover reimbursements for eligible expenses incurred between January 1 and December 31 of the calendar year.

c. Third Party Administrator (TPA)/Eligible Claims: Employees eligible for this benefit may request reimbursement through the third-party administrator selected by the City.

d. Administrative Rules: The reimbursement of any expenses pursuant to this section shall be contingent upon the fulfillment of requirements pursuant to the provision(s) of the Internal Revenue Code and the City's selected third-party administrator.

Section 11 – Disability Insurance:

The City will contribute on behalf of each regular employee scheduled to regularly work at least 20 hours per week, the total premium cost of a Long-Term Disability Plan selected by the City. In addition, the City Manager shall be authorized to implement a short-term disability program, which would allow regular employees scheduled to work at least 20 hours per week, to purchase short-term disability insurance through payroll deductions, if such a plan is available.

Section 12 – Life Insurance:

The City will contribute on behalf of each full-time employee scheduled to regularly work at least 40 hours per week, the total premium cost of a $50,000 Term Life Insurance Policy selected by the City. In addition, the City Manager shall be authorized to implement a supplemental life insurance program, which would allow full-time employees to purchase additional term life insurance through payroll deductions, if such a plan is available.

Section 13 – Retirement:

For employees who are "Classic" members (as determined by CalPERS), the City will provide the California Public Employees Retirement System 2.7% at age 55 (Section 21354.5 of the California Public Employees' Retirement System plan) retirement plan with the one-year final compensation (Section 20042 of the California Public Employees' Retirement System plan) benefit option. The City Council shall have the authority to further amend the plan to include benefit options offered by the Public Employees Retirement System. Effective July 1, 2011, classic members shall pay 8% of the employees' contribution rate.

Effective January 1, 2013, the City shall comply with the California Public Employees' Pension Reform Act of 2013 (PEPRA). Eligible employees who join the City's CalPERS retirement system on or after January 1, 2013, and are considered "PEPRA" members (as defined by CalPERS) and shall have a retirement formula of 2%@ 62; 3-Year final compensation average and shall contribute their portion toward a new CalPERS retirement tier as defined by law.

Effective July 11, 2015, and pursuant the adoption of City Ordinance 1-2015 (June 2, 2015), employees shall share in the City's CalPERS costs by contributing a percentage of the employee's compensation reportable to CalPERS (i.e., "compensation earnable") towards the City's employer contribution, in accordance with Government Code section 20516(f). Employees who are Classic CalPERS members will contribute 7%, and PEPRA CalPERS members will contribute 3.05%.

The City shall apply the provisions of Internal Revenue Code (IRC) 414(h) (2) to all eligible payroll deductions for employee CalPERS contributions so long as such provisions remain available to the City.

Section 14 – Retiree Health Reimbursement Arrangement (HRA):

The City shall make available a Retiree HRA account to eligible employees who were hired before January 1, 2016, and who retire from the City of Dublin while meeting the eligibility requirements for CalPERS retiree health insurance as provide under PEMCHA laws.

a. Beginning on January 1, 2016, the City's Retiree HRA Plan Year shall begin January 1 and end December 31 of each calendar year.

b. Beginning with January 1, 2023, CalPERS premium year, eligible CalPERS annuitants under the City of Dublin's CalPERS health contract shall receive reimbursement up to $2,030 per month toward the cost of CalPERS health insurance premiums. Reimbursement is provided in the form of cash to the eligible CalPERS annuitant on a monthly basis based on the CalPERS annuitant's annual election less the amount of any contribution provided by the City directly to CalPERS under Government Code Section 22892. In no event, shall the City's total reimbursement exceed the amount described in this section.

c. Beginning with January 1, 2024, CalPERS premium year, an annual adjustment, equal to the difference in the CalPERS Kaiser Family rate, not to exceed $100 per month, shall be provided.

d. Employees hired by the City on or after January 1, 2016, are not eligible for the Retiree HRA as defined in this section. The City's maximum contribution toward CalPERS retiree health coverage shall be the PEMCHA minimum contribution as determined by CalPERS under Government Code Section 22892.

Section 15 – Deferred Compensation Plan:

Participation in a variety of deferred compensation plans is offered. Participation in the City's deferred compensation plan shall be voluntary, but for employees who choose to participate, effective January 1, 2024, the City will match an employee's contribution to the 457 deferred compensation plan up to a maximum of $50/month.

Section 16 – Holidays:

The following days shall be deemed holidays in accordance with the Personnel System Rules:

a) New Year's Day	January 1
b) Martin Luther King Jr. Day	Third Monday in January
c) Washington's Birthday	Third Monday in February
d Memorial Day	Last Monday in May
e) Independence Day	July 4
f) Labor Day	First Monday in September
g) Veteran's Day	November 11

h)	Thanksgiving Day	Fourth Thursday in November
I)	Day following Thanksgiving	Day following above
j)	Day preceding Christmas	December 24
k)	Christmas Day	December 25
l)	Day preceding New Year's Day	December 31

In addition to the designated holidays listed above, effective January 1, 2021, employees shall be provided two (2) floating holiday per calendar year. Effective January 1, 2024, in recognition of time off for employees to celebrate their cultural or religious holidays, the City will provide two (2) additional floating holidays, for a total of four (4).
Civic Service Leave will no longer be provided.

Floating holidays are subject to the following restrictions:

1) Must be used during the calendar year and cannot be carried over; and
2) Requires advance approval of the Department Head and the City Manager.

All holidays will be credited at eight (8) hours each for full-time employees. Part-time employees will receive a pro-rated number of hours.

Section 17 – Education Reimbursement:

Full-time and regular part-time employees shall be eligible to participate in an education reimbursement program. The City shall only reimburse the employee for courses undertaken which are job-related or are part of a job-related course of study and/or degree program. The employee must obtain prior authorization from the City Manager and reimbursement will only be provided upon submittal of proof of satisfactory completion of the courses undertaken with a passing grade when applicable. The City will reimburse an amount equal to 75% of the employee's tuition and/or fees, (including books). For full-time employees, the amount reimbursed shall not exceed $2,000 per Fiscal Year beginning July 1, 2020; for employees scheduled to work between 20-39 hours per week, the amount shall be pro-rated based on regularly scheduled hours. The payment of any reimbursements shall be contingent upon the fulfillment of reporting requirements established by the City Manager.

Section 18 – Wellness Reimbursement Program:

Beginning July 1, 2020, the City shall provide a wellness reimbursement program of $25.00 per month to all regular full-time and part-time employees. Eligible wellness expenses may include activities that promote health, wellbeing and physical movement and/or exercise. Employees shall be reimbursed biennially in December and June of each fiscal year.

Section 19 – Employee Service Awards:

Beginning July 1, 2020, regular full-time and part-time employees may opt in for a cash service award in the year in which they complete 10, 15, 20, and 25 years of service; cash award amounts are as follows: 10 years $500.00, 15 years $600.00, 20 years $800.00, 25 years $1,000.

Section 20 – Employee Commute Alternative Program/Transit Commuter Program:

The City established an Employee Commute Alternative Program to help ease traffic congestion, improve air quality in the Bay Area and work to achieve less stressful commutes. The City supports this program by encouraging City employees to register with the 511 Regional Rideshare Program through www.511.org and by participating in the Alameda County Congestion Management Agency - Guaranteed Ride Home program. The City shall provide a $5.00 per day commute alternative cash incentive to all eligible employees pursuant to providing proper commute verification information. In addition, the City offers a pre-taxed Transit Commuter Program administered through third-party administrator (WageWorks) for the cost of public transit. Both Commuter programs comply with SB 1128, which requires employers with 50 or more to offer at least one commuter benefit option to employees.

Section 21 – Car Allowance and Mileage Reimbursement:

The following positions shall be eligible to receive the designated monthly allowance. The receipt of the car allowance pursuant to this section shall be full compensation for all operating costs excluding tolls, parking fees and out of area travel.

a. Management Positions Receiving Monthly Allowance

Eligible Positions	Monthly Allowance
Assistant City Manager	$190
Assistant Director of Community Development	$190
Assistant Finance Director	$190
Assistant Parks and Community Services Director	$190
Assistant Public Works Director/City Engineer	$190
Capital Improvement Program Manager	$190
Chief Building Official	$190
Chief Information Security Officer	$190
Communications Manager	$190
Community Development Director	$190
Deputy City Manager	$190
Economic Development Director	$190
Finance Director	$190
Human Resources Director	$190
Parks & Community Services Director	$190
Parks & Community Services Manager	$190
Planning Manager	$190
Principal Engineer	$190
Public Works Director/Assistant City Engineer	$190
Public Works Manager	$190
Public Works Transportation & Operations Manager	$190

b. Miscellaneous Employees Receiving Car Allowance
The following position shall be eligible to receive the designated monthly car allowance.

Eligible Position	Monthly Allowance
Senior Civil Engineer	$190

c. Operating Costs
Employees whose services and compensation are provided for under separate agreement who receive a car allowance shall be eligible to receive 40 percent (rounded up to the nearest cent) of the amount recognized by the Internal Revenue Service for the use of a private vehicle as an operating cost.

d. Mileage Reimbursement
For employees not receiving a car allowance, when traveling on City business, the City will reimburse the amount recognized by the Internal Revenue Service for the use of a private vehicle.

e. Out of Area Travel Reimbursement
When traveling out of the area on City business, the City will reimburse the amount recognized by the Internal Revenue Service for the use of a private vehicle, or air transportation costs, whichever is less.

f. Administrative Requirements
The payment of any mileage reimbursements or car allowance shall be contingent upon the fulfillment of requirements established by the City's accounting procedures and other rules and policies.

Section 21 – Resident Registration Fees:

Effective July 1, 2015, non-resident employees shall be granted Dublin resident fees and rates for City Parks and Community Services classes, trips and facility rentals; priority registration does not apply.

Section 22 – Effective Date:

The provisions of this Benefit Plan shall be administered in accordance with the regulations, policies and procedures issued by the City Manager or designee which shall include, but not limited to, the method and frequency of reimbursement to eligible employees for the benefit program(s) selected and appropriate procedures for the verification of payment made pursuant to the Benefit Plan.

This Benefit Plan shall be effective July 1, 2023, and shall supersede Resolution No. 115-10 and 61-20, all amendment to, and any previous resolutions adopted by the City Council which are in conflict.

City of Dublin

Employee Benefit Plan

Established – July 1, 2023

RESOLUTION NO. XX - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

* * * * * * * * * * * * *

AMENDING THE BENEFIT PLAN IN ACCORDANCE WITH PERSONNEL RULES

WHEREAS, the City Council adopts Personnel System Rules for employees of the City; and

WHEREAS, the provision of employee benefits assists the City in attracting and retaining quality employees; and

WHEREAS, the Personnel System Rules require the City Council to adopt a Benefit Plan; and

WHEREAS, the identification of benefits in a single document will assist with the administration of the personnel system; and

WHEREAS, the following benefit provisions shall be established in accordance with the City of Dublin Personnel Rules; and

WHEREAS, the Benefit Plan was last adopted by Resolution 151-15, and subsequent amendments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby amend the following benefits as a Benefit Plan.

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Section 1 – Eligible Employees:

All benefits shall apply to full-time employees of the City of Dublin, unless otherwise stated. The benefits outlined in this plan shall not be provided to temporary (part- or full-time), provisional or contract employees, or to individuals who provide services to the City pursuant to contract unless the contract explicitly provides for such benefits.

Section 2 – Market Rate Adjustments and Consumer Price Index (CPI) Adjustments:

Effective July 1, 2023, salary ranges (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from February 2022 through February 2023 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. The maximum adjustment shall be no greater than three and one-half percent (3.5%), the minimum adjustment will be one percent (1%). Employee salaries will also be adjusted July 1, 2023, based on the CPI results.

Additionally, a total compensation salary survey of benchmark classifications was conducted. Any classification that was deemed to be under market was brought up to the 65th percentile of the City's comparator cities. Individual employees will not be adjusted, unless their current salary falls below the minimum of an adjusted range.

In recognition of historically high CPI values the last two years, employees will receive a one-time $1,500 stipend the first check paid out in January 2024.

Effective July 1, 2024, salary ranges for most classifications (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from February 2023 through February 2024 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. For those classifications that were over market in July of 2023, a total compensation survey will be conducted in April of 2024. The maximum adjustment shall be no greater than three and one-half percent (3.5%), the minimum adjustment will be one percent (1%). Employee salaries will also be adjusted July 1, 2024, based on the CPI results, but in no event shall any adjustment provided for in this section result in an employee earning a salary in excess of the top of the range for their classification.

Effective July 1, 2025, salary ranges for most classifications (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from February 2024 through February 2025 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the Bureau of Labor Statistics. For those classifications that continued to be over market in April of 2024, a total compensation survey will be conducted in April of 2025. The maximum adjustment shall be no greater than three and one-half percent (3.5%), the minimum adjustment will be one percent (1%). Employee salaries will also be adjusted July 1, 2025, based on the CPI results, but in no event shall any adjustment provided for in this section result in an employee earning a salary in excess of the top of the range for their classification.

Effective July 1, 2026, salary ranges for most classifications (top and bottom) shall be adjusted based on the change in Consumer Price Index (CPI) from February 2025 through February 2026 using the San Francisco-Oakland-San Jose region (Urban Wage Earners and Clerical Workers) as published by the

Bureau of Labor Statistics. For those classifications that continued to be over market in April of 2025, a total compensation survey will be conducted in April of 2026. The maximum adjustment shall be no greater than three and one-half percent (3.5%), the minimum adjustment will be one percent (1%). Employee salaries will also be adjusted July 1, 2026, based on the CPI results, but in no event shall any adjustment provided for in this section result in an employee earning a salary in excess of the top of the range for their classification.

Section 3 – Merit-Based Salary Adjustments:

a) Annual adjustments in salary (based on the anniversary of the employee's date of hire or if applicable, the anniversary date of the most recent promotion) shall be based upon employee performance as determined by the performance evaluation. It is the duty of the supervisor and Department Head to give a fair and unbiased evaluation based on job performance of the employee.

b) For the period of July 1, 2023, through June 30, 2027, employees will be eligible for an annual merit increase of up to 2.5%, based on their performance as outlined in their annual review, with an additional .5% at the discretion of the Department Director with agreement from the City Manager, for a maximum of 3%.

c) In no event shall any salary adjustment result in an employee earning a salary in excess of the top of the range of their classification.

Section 4 – Performance Pay Adjustments:

If applicable, performance pay adjustment increases will be consistent with increases outlined in Section 3. Eligibility criteria is outlined in the City's Personnel Rules.

Section ~~52~~ – ~~.~~ Medical Insurance:

All City employees who are members of the California Public Employees Retirement System (CalPERS) shall be eligible to select from plans administered by the Public Employees Medical and Hospital Care Act (PEMCHA).

a. The City currently contracts with the California Public Employees' Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees. ~~Eligibility~~The eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees' Medical and Hospital Care Act (PEMHCA). ~~Eligibility~~The Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with those provisions of the PEMHCA providing for participation by CalPERS annuitants.

b. Effective January 1, 2016, the City's employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government

Section 22892. Contributions provided under this Section are required only to the extent mandated by PEMHCA.

c. In the event CalPERS requires a minimum employer payment in excess of the amount recited above, the City shall pay such additional amounts as approved by the City Council. Because CalPERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in the Benefit Plan so long as the city contracts for benefits with CalPERS for medical insurance benefits. The City shall provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to any contribution provided to active employees under the Benefit Plan and in accordance with Government Code Section 22892.

Section 6 – Flexible Benefit Program:

The City shall make available a flexible benefit program (tax deferred employee contribution) that can be applied to specific expenses, e.g., health premiums, and medical, dental, and vision expenses not covered by the insurance plan. The City's plan is subject to the requirement and availability of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for PEMHCA medical premiums, eligible dependent care expenses, eligible uninsured medical expenses, or a combination thereof. All costs associated with the enrollment and administration of an eligible employee's account shall be paid by the City.

a. The City shall not treat contributions made to the program as compensation subject to income tax withholding unless the Internal Revenue Service and/or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of the implementation of this Section or any penalty that may be imposed, therefore.

b. Contributions to the flexible benefit program shall be used only for payment of those benefits that are available through the City's program. Any amount remaining after the Employee has designated the portion of his or her flexible benefit (125 plan) contribution amount for the purposes described in this Section shall be deemed forfeited.

c. Each eligible employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how the contributions in his or her flexible benefits account are to be spent during the ensuing year. Thereafter, no changes to designations shall be allowed until the enrollment of the following year, except for change for changes due to an eligible qualifying event.

d. Each employee shall be responsible for providing immediate written notice to the Director of Human Resources of designee of any changes to the number of his or her dependents which would affect the amount of the City's payment into the program.

e. Beginning with the January 1, 2023, premium, eligible employees shall receive up to $2,030 per month toward the premium cost for CalPERS health insurance based on the employee's annual plan election less the amount of any contribution provided by the City directly to CalPERS under government Code Section 22892.

f. Beginning with the January 1, 2024, premium, eligible employees shall receive a monthly allowance up to the amounts listed below. Eligibility is based on the employee's plan selection and participation level (e.g., employee only coverage, employee plus 1 dependent or employee plus two or move), less the amount of any contribution paid under Section 2 above.

Employee only = $1,260/month
Employee and 1 dependent = $2,255/month
Employee and 2 or more dependents = $2,525/month

g. For CalPERS plan years 2025, 2026, and 2027, the City will increase the monthly contribution outlined in Section 7(f) by half of the percent increase in Kaiser premiums at each level, except if the newly calculated amount exceeds the actual rate of Kaiser for the given year. If this situation occurs, the City contribution from the prior year will carry over.

h. The City shall continue to provide a flexible benefit program as provided in this Section unless amended or repealed by the City Council.

Section 7 – ~~3:~~ Alternative Benefit:

Effective July 1, 2015, subject to proof of other health coverage and completion of CalPERS Health Form HBD12 indicating same, eligible City employees who are members of the California Public Employees Retirement System (CalPERS) and (1) elect to opt-out of receiving City contributions under Government Code Section 22892; as described in Section 2b; (2) are not enrolled in a City-sponsored health insurance plan as the dependent of another City employee; and (3) provide proof of medical insurance coverage from a plan other than a City-sponsored plan shall receive an alternative benefit in the form of a cash payment.

a. Effective July 1, 2015, ~~T~~the amount of alternative benefit is $350 per month and benefit must be elected each year during open enrollment or upon a qualifying event.

b. Effective January 1, 2024, the amount of alternative benefit provided to an employee is based on the level of insurance coverage that the employee could have received if the employee had enrolled in a City-sponsored health insurance plan, as follows:

Employee only = $250/month
Employee and 1 dependent = $450/month
Employee and 2 or more dependents = $625/month

c. For the purpose of this Section, the term "dependent" shall mean a dependent eligible for coverage under a CalPERS medical plan.

~~b.~~d. Any cash payment provided under this Section shall be paid and reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board as compensation subject to income tax withholding and is considered a non-reportable CalPERS payment/benefit. Each eligible employee shall be solely and personally responsible for any tax liability that may arise out of receipt of the alternative benefits provided under this Section.

Section 84 – ~~:~~ Dental Insurance:

The City will contribute on behalf of each employee schedule to regularly work at least 30 hours per week, a maximum of the "full-family premium" per month to a dental insurance plan selected by the City~~.~~ . The City will contribute on behalf of each regular employee scheduled to work between 20 to 29 hours per week, a maximum of the "employee only" premium per month to a dental insurance plan selected by the City.

Effective January 1, 2024, in lieu of enrolling in a City-sponsored dental plan, employees may elect to opt-out of dental for themselves and eligible dependent(s). The amount of alternative benefit provided to an employee is based on the level of insurance coverage that the employee could have received if the employee had enrolled in a City-sponsored dental plan, as follows:

Employee only = $25/month
Employee and 1 dependent = $50/month
Employee and 2 or more dependents = $75/month

For the purpose of this Section, the term "dependent" shall mean a dependent eligible for coverage under the City-sponsored dental plan.

Any cash payment provided under this Section shall be paid and reported to the Internal Revenue Service (IRS) and the California Franchise Tax Board as compensation subject to income tax withholding and is considered a non-reportable CalPERS payment/benefit. Each eligible employee shall be solely and personally responsible for any tax liability that may arise out of receipt of the alternative benefits provided under this Section.

Section 9 – ~~5:~~ Vision Insurance:

The City will contribute on behalf of each employee schedule to regularly work at least 20 hours per week, a maximum of the "employee only premium" per month to a vision insurance plan selected by the City.

Section 106 – T. ~~T~~rust Fund/Health Reimbursement Arrangement (HRA):

a. Plan Limits: Beginning on calendar year January 1, 2021, full-time, regular employees will have a $1,000 limit for eligible reimbursements~~.~~ . Employees regularly scheduled to work between 20 and 30 hours per week shall have a pro-rated share based on hours regularly scheduled.

b. Plan Year: The "Plan Year" shall cover reimbursements for eligible expenses incurred between January 1 and December 31 of the calendar year.

c. Third Party Administrator (TPA)/Eligible Claims: Employees eligible for this benefit may request reimbursement through the third-party administrator selected by the City.

d. Administrative Rules: The reimbursement of any expenses pursuant to this section shall be contingent upon the fulfillment of requirements pursuant to the provision(s) of the Internal Revenue Code and the City's selected third-party administrator.

~~Section 7. Flexible Spending Account: The City shall make available a flexible benefit program (tax deferred employee contribution) that can be applied to specific expenses, e.g., health premiums, and medical, dental, and vision expenses not covered by the insurance plan. The City's plan is subject to the requirement and availability of Internal Revenue Code Section 125, allowing employees to use pre-tax compensation for PEMHCA medical premiums, eligible dependent care expenses, eligible uninsured medical expenses, or a combination thereof. All costs associated with the enrollment and administration of an eligible employees account shall be paid by the City.~~

~~a. The City shall not treat contributions made to the program as compensation subject to income tax withholding unless the Internal Revenue Service and/or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state, or local tax liability of the employee that may arise out of the implementation of this Section or any penalty that may be imposed, therefore.~~

~~b. Contributions to the flexible benefit program shall be used only for payment of those benefits that are available through the City's program. Any amount remaining after the Employee has designated the portion of his or her flexible benefit (125 plan) contribution amount for the purposes described in this Section shall be deemed forfeited.~~

~~c. Each eligible employee shall file an election in writing during the month of open enrollment for medical insurance each year designating how the contributions in his or her flexible benefits account are to be spent during the ensuing year. Thereafter, no changes to designations shall be allowed until the enrollment of the following year, except for change for changes due to an eligible qualifying event.~~

~~d. Each employee shall be responsible for providing immediate written notice to the Director of Human Resources of designee of any changes to the number of his or her dependents which would affect the amount of the City's payment into the program.~~

~~Beginning with the January 1, 2023 premium, eligible employees shall receive up to $2,030 per month toward the premium cost for CalPERS health insurance based on the employee's annual plan election less the amount of any contribution provided by the City directly to CalPERS under government Code Section 22892.~~

~~e. The City shall continue to provide a flexible benefit program as provided in this Section unless amended or repealed by the City Council.~~

Section 11 8. – Disability Insurance:

The City will contribute on behalf of each regular employee scheduled to regularly work at least 20 hours per week, the total premium cost of a Long-Term Disability Plan selected by the City. In addition, the City Manager shall be authorized to implement a short-term disability program, which would allow regular employees scheduled to work at least 20 hours per week, to purchase short-term disability insurance through payroll deductions, if such a plan is available.

Section 129 – Life Insurance:

The City will contribute on behalf of each full-time employee scheduled to regularly work at least 40 hours per week, the total premium cost of a $50,000 Term Life Insurance Policy selected by the City. In addition, the City Manager shall be authorized to implement a supplemental life insurance program, which would allow full-time employees to purchase additional term life insurance through payroll deductions, if such a plan is available.

Section 130 – Retirement:

For employees who are "Classic" members (as determined by CalPERS), the City will provide the California Public Employees Retirement System 2.7% at age 55 (Section 21354.5 of the California Public Employees' Retirement System plan) retirement plan, effective August 20,2005 with the and One-y Year final Compensation (Section 20042 of the California Public Employees' Retirement System plan) benefit optionto all eligible employees. The City Council shall have the authority to further amend the plan to include benefit options offered by the Public Employees Retirement System.

Effective July 1, 2011, the City shall contribute zero (0%) to the Public Employees' Retirement System (PERS) on behalf of all covered employees.

Effective July 1, 2011, classic membersCity employees shall pay 8% of the employees' contribution rate. effective July 1, 2011. The City shall apply the provisions of Internal Revenue Code (IRC) 414(h)(2) to the eligible payroll deductions for employee PERS contributions so long as such provision remains available to the City.

Effective October 20, 2012, and pursuant to Article 2- Contract Provisions, Section 20516 of the California Public Employees Retirement Law (PERL) Employee Cost Sharing of Additional Benefits has been adopted up to a maximum of 4.072%. The City shall apply the provisions of Internal Revenue Code (IRC) 414(h) (2) to all eligible payroll deductions for employee CalPERS contributions. Employee Cost Sharing of Additional Benefits shall be determined during a review of the February Consumer Price Index (CPI)- All Urban Wage Earnings and the City's Fiscal Year budget process; not to exceed the maximum of 4.072%.

Effective January 1, 2013, the City shall comply with the California Public Employees' Pension Reform Act of 2013 (PEPRA). Eligible employees who join the City's CalPERS retirement system on or after January 1, 2013, and are considered New "PEPRA" CalPERS members (as defined by CalPERS) and shall have a retirement formula of 2%@ 62; 3-Year final compensation average and shall contribute their portion toward a new CalPERS retirement tier as defined by law.

Effective July 11, 2015, and pursuant the adoption of City Ordinance 1-2015 (June 2, 2015), ~~the above variable sharing of additional benefits shall discontinue and pursuant to Article 2 - Contract Provisions, Section 20516 of the California Public Employees Retirement Law (PERL) Employee Sharing of Additional Costs shall be adopted to~~ employees shall share in the City's CalPERS costs by contributing a percentage of the employee's compensation reportable to CalPERS (i.e. "compensation earnable") towards the City's employer contribution, in accordance with Government Code section 20516(f). Employees who are Classic CalPERS members will contribute 7%, ~~for Classic local miscellaneous CalPERS members~~ and PEPRA CalPERS members will contribution 3.05%. ~~for New local miscellaneous CalPERS members.~~

The City shall apply the provisions of Internal Revenue Code (IRC) 414(h) (2) to all eligible payroll deductions for employee CalPERS contributions so long as such provisions remains available to the City.

Section 1~~41 – .~~ Retiree Health Reimbursement Arrangement (HRA):

The City shall make available a Retiree HRA account to eligible employees who were hired before January 1, 2016, and who retire from the City of Dublin while meeting the eligibility requirements for CalPERS retiree health insurance as provide under PEMCHA laws.

a. Beginning on January 1, 2016, the City's Retiree HRA Plan Year shall begin January 1 and end December 31 of each calendar year.

b. Beginning with the January 1, 2023~~1~~ CalPERS premium year, eligible CalPERS annuitants under the City of Dublin's CalPERS health contract shall receive reimbursement up to $~~1,900~~2,030 per month toward the cost of CalPERS health insurance premiums. Reimbursement is provided in the form of cash to the eligible CalPERS annuitant on a monthly basis based on the CalPERS annuitant's annual election less the amount of any contribution provided by the City directly to CalPERS under Government Code Section 22892. In no event, shall the City's total reimbursement exceed the amount described in this section.

~~b.~~c. Beginning with January 1, 2024, CalPERS premium year, an annual adjustment, equal to the difference in the CalPERS Kaiser Family rate, not to exceed $100 per month, shall be provided.

~~c.~~d. Employees hired by the City on or after January 1, 2016, are not eligible for the Retiree HRA as defined in this section. The City's maximum contribution toward CalPERS retiree health coverage shall be the PEMCHA minimum contribution as determined by CalPERS under Government Code Section 22892.

Section 1~~52. –~~ Deferred Compensation Plan:

Participation in a variety of deferred compensation plans is offered. Participation in the City's deferred compensation plan shall be voluntary, but for employees who choose to participate, effective January 1, 2024, the City will match an employee's contribution to the 457 deferred compensation plan up to a maximum of $50/month. ~~These shall be voluntary programs and the City will not contribute any funds on~~

~~behalf of an employee. Participation is currently offered in a program administered by the International City Management Association/RC exclusively through December 2022.~~

Section 16 ~~3. –~~ Holidays:

The following days shall be deemed holidays in accordance with the Personnel System Rules ~~and the Resolution Establishing Management Positions Exempt from Competitive Service and Prescribing Leave Benefits for the Positions~~:

a)	New Year's Day	January 1
b)	Martin Luther King Jr. Day	Third Monday in January
c)	Washington's Birthday	Third Monday in February
d	Memorial Day	Last Monday in May
e)	Independence Day	July 4
f)	Labor Day	First Monday in September
g)	Veteran's Day	November 11
h)	Thanksgiving Day	Fourth Thursday in November
I)	Day following Thanksgiving	Day following above
j)	Day preceding Christmas	December 24
k)	Christmas Day	December 25
l)	Day preceding New Year's Day	December 31

In addition to the designated holidays listed above, effective January 1, 2021, employees shall be provided ~~m) Floating Holiday T~~two (2) floating holiday per calendar year ~~effective January 1, 2021,~~
Effective January 1, 2024, in recognition of time off for employees to celebrate their cultural or religious holidays, the City will provide two (2) additional floating holidays, for a total of four (4).
Civic Service Leave will no longer be provided~~.~~.

Floating holidays are ~~which shall be~~ subject to the following restrictions:

~~———~~1) Must be used during the calendar year and cannot be carried over; and
~~———~~2) Requires advance approval of the Department Head and the City Manager.

All holidays will be credited at eight (8) hours each for full-time employees. Part-time employees will receive a pro-rated number of hours.

Section 17 ~~– 4.~~ Education Reimbursement:

Full-time and regular part-time employees shall be eligible to participate in an education reimbursement program. ~~-~~The City shall only reimburse the employee for courses undertaken which are job-related or are part of a job-related course of study and/or degree program~~.—~~. The employee must obtain prior authorization from the City Manager and reimbursement will only be provided upon submittal of proof of satisfactory completion of the courses undertaken with a passing grade when applicable~~.—~~. The City will reimburse an amount equal to 75% of the employee's tuition and/or fees, (including books). For full-time employees, the amount reimbursed shall not exceed $2,000 per Fiscal Year beginning July 1, 2020; for employees scheduled to work between 20-39 hours per week, the amount shall be pro-rated based on

regularly scheduled hours.—. The payment of any reimbursements shall be contingent upon the fulfillment of reporting requirements established by the City Manager.

Section 185 – : —Wellness Reimbursement Program:

Beginning July 1, 2020, the City shall provide a wellness reimbursement program of $25.00 per month to all regular full-time and part-time employees. Eligible wellness expenses may include activities that promote health, wellbeing and physical movement and/or exercise. Employees shall be reimbursed biennially ~~o~~in December and June of each fiscal year.

Section 19 – 6: —Employee Service Awards:

Beginning July 1, 2020, regular full-time and part-time employees may opt in for a cash service award in the year in which they complete 10, 15, 20, and 25 years of service; cash award amounts are as follows: 10 years $500.00, 15 years $600.00, 20 ~~Y~~years $800.00, 25 years $1,000.

Section 20 – 17. Employee Commute Alternative Program/Transit Commuter Program:

The City established an Employee Commute Alternative Program to help ease traffic congestion, improve air quality in the Bay Area and work to achieve less stressful commutes. The City supports this program by encouraging City employees to register with the 511 Regional Rideshare Program through www.511.org and by participating in the Alameda County Congestion Management Agency - Guaranteed Ride Home program.—. The City shall provide a $5.00 per day commute alternative cash incentive to all eligible employees pursuant to providing proper commute verification information. In addition, the City offers a pre-taxed Transit Commuter Program administered through third-party administrator (WageWorks) for the cost of public transit. Both Commuter programs comply with SB 1128, which requires employers with 50 or more to offer at least one commuter benefit option to employees.

Section 21 – 18. —Car Allowance and Mileage Reimbursement:

The following positions shall be eligible to receive the designated monthly allowance.—. The receipt of the car allowance pursuant to this section shall be full compensation for all operating costs excluding tolls, parking fees and out of area travel.

a. Management Positions Receiving Monthly Allowance

Eligible Positions	Monthly Allowance
~~Finance Director~~	~~$190~~
Assistant City Manager	$190
Assistant Director of Community Development ~~Director~~	$190
Assistant Finance Director	$190
Assistant Parks and Community Services Director	$190
Assistant Public Works Director/City Engineer	$190
Capital Improvement Program Manager	$190
Chief Building Official	$190

Chief Information Security Officer	$190
Communications Manager	$190
Community Development Director	$190
Deputy City Manager	$190
Economic Development Director	$190
Finance Director	$190
Human Resources Director	$190
~~Planning Director~~	~~$190~~
Parks & Community Services Director	$190
Parks & Community Services Manager	$190
Planning Manager	$190
Principal Engineer	$190
Public Works Director/Assistant City Engineer	$190
Public Works Manager	$190
Public Works Transportation & Operations Manager	$190

b. Miscellaneous Employees Receiving Car Allowance
The following position shall be eligible to receive the designated monthly car allowance.

Eligible Position	Monthly Allowance
Senior Civil Engineer	$190

c. Operating Costs
Employees whose services and compensation are provided for under separate agreement who receive a car allowance shall be eligible to receive 40 percent (rounded up to the nearest cent) of the amount recognized by the Internal Revenue Service for the use of a private vehicle as an operating cost.

d. Mileage Reimbursement
For employees not receiving a car allowance, when traveling on City business, the City will reimburse the amount recognized by the Internal Revenue Service for the use of a private vehicle.

e. Out of Area Travel Reimbursement
When traveling out of the area on City business, the City will reimburse the amount recognized by the Internal Revenue Service for the use of a private vehicle, or air transportation costs, whichever is less~~.~~.

f. Administrative Requirements
The payment of any mileage reimbursements or car allowance shall be contingent upon the fulfillment of requirements established by the City's accounting procedures and other rules and policies.

Section 21 – ~~19.~~ Resident Registration Fees:

Effective July 1, 2015, non-resident employees shall be granted Dublin resident fees and rates for City Parks and Community Services classes, trips and facility rentals; priority registration does not apply.

Section 22 – 0. Effective Date:

The provisions of this Bbenefit Plan shall be administered in accordance with the regulations, policies and procedures issued by the City Manager or designee which shall include, but not limited to, the method and frequency of reimbursement to eligible employees for the benefit program(s) selected and appropriate procedures for the verification of payment made pursuant to the Benefit Plan.

Section 21. This Benefit Plan resolution shall be effective July 1, 20230 and shall supersede Resolution No. 151-15115-10 and 61-20, all amendment to, and any previous resolutions adopted by the City Council which are in conflict.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

_____

Mayor

ATTEST:

_____

City Clerk

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE SALARY PLAN FOR FULL-TIME PERSONNEL AND MANAGEMENT POSITIONS EXEMPT FROM COMPETITIVE SERVICE

WHEREAS, the City Council has adopted a Salary & Benefit Plan pursuant to the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 73-23 and subsequent amendments which establish a Salary Plan for full-time personnel in accordance with the Personnel System Rules; and

WHEREAS, the City Council adopted Resolution No. 74-23 and subsequent amendments which establish a Salary Plan for full-time management positions exempt from competitive service in accordance with the Personnel System Rules.

NOW, THEREFORE, BE IT RESOLVED that the following salary provisions shall be established in accordance with the City's Personnel System Rules.

BE IT FURTHER RESOLVED that any City Council of the City of Dublin does hereby amend the Salary Plan, attached hereto as **Exhibit A**, which shall supersede the salary provisions contained in Resolution No. 73-23 or 74-23 and any subsequent amendments.

BE IT FURTHER RESOLVED that the changes contained herein shall be effective July 1, 2023.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

City of Dublin
Salary Plan by Classification
Last Amendment Approved by City Council on September 5, 2023

Exhibit A

JOB CLASS CODE	JOB CLASSIFICATION	GROUP CODE	EFFECTIVE DATE	HOURLY MINIMUM	HOURLY MAXIMUM	MONTHLY MINIMUM	MONTHLY MAXIMUM	ANNUAL MINIMUM	ANNUAL MAXIMUM
ELECTED OFFICIALS									
1000	MAYOR	100	12/20/2022	Flat Amount		$2,125.23		$25,502.76	
1005	COUNCIL	100	12/20/2022	Flat Amount		$1,416.82		$17,001.84	
EXECUTIVE MANAGEMENT									
3005	CITY MANAGER	300	7/1/2023	Contract - Flat Amount		$28,586.44		$343,037.24	
3010	ASSISTANT CITY MANAGER	300	7/1/2023	$110.5075	$138.1148	$19,154.63	$23,939.89	$229,855.60	$287,278.68
3020	CHIEF INFORMATION SECURITY OFFICER	300	7/1/2023	$95.9623	$119.9515	$16,633.46	$20,791.59	$199,601.48	$249,499.12
3025	CITY CLERK	300	7/1/2023	$72.1264	$90.1564	$12,501.91	$15,627.11	$150,022.86	$187,525.26
3030	COMMUNITY DEVELOPMENT DIRECTOR	300	7/1/2023	$98.8523	$123.5720	$17,134.39	$21,419.15	$205,612.68	$257,029.76
3055	DEPUTY CITY MANAGER	300	7/1/2023	$99.4349	$124.2985	$17,235.38	$21,545.07	$206,824.54	$258,540.88
3035	ECONOMIC DEVELOPMENT DIRECTOR	300	7/1/2023	$97.1766	$121.4769	$16,843.95	$21,055.99	$202,127.38	$252,671.90
3015	FINANCE DIRECTOR	300	7/1/2023	$97.1766	$121.4769	$16,843.95	$21,055.99	$202,127.38	$252,671.90
3040	HUMAN RESOURCES DIRECTOR	300	7/1/2023	$97.1766	$121.4769	$16,843.95	$21,055.99	$202,127.38	$252,671.90
3045	PARKS & COMMUNITY SERVICES DIRECTOR	300	7/1/2023	$96.8770	$121.0869	$16,792.01	$20,988.39	$201,504.16	$251,860.70
3050	PUBLIC WORKS DIRECTOR/ASSISTANT ENGINEER	300	7/1/2023	$100.8097	$126.0171	$17,473.69	$21,842.97	$209,684.28	$262,115.62
MANAGEMENT EXEMPT									
4110	ACCOUNTING MANAGER	400	9/5/2023	$68.9607	$86.2008	$11,953.20	$14,941.46	$143,438.36	$179,297.56
4005	ASSISTANT TO THE CITY MANAGER	400	7/1/2023	$68.9686	$86.2152	$11,954.56	$14,943.98	$143,454.74	$179,327.72
4015	ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT	400	7/1/2023	$79.0875	$98.8593	$13,708.50	$17,135.60	$164,502.00	$205,627.24
4010	ASSISTANT FINANCE DIRECTOR	400	7/1/2023	$77.7448	$97.1810	$13,475.76	$16,844.71	$161,709.08	$202,136.48
4020	ASSISTANT PARKS & COMMUNITY SERVICES DIRECTOR	400	7/1/2023	$77.5007	$96.8758	$13,433.46	$16,791.80	$161,201.56	$201,501.56
4025	ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER	400	7/1/2023	$86.4632	$108.0855	$14,986.96	$18,734.82	$179,843.56	$224,817.84
4030	CAPITAL IMPROVEMENT PROGRAM MANAGER	400	7/1/2023	$75.4534	$94.3151	$13,078.59	$16,347.96	$156,943.02	$196,175.46
4035	CHIEF BUILDING OFFICIAL	400	7/1/2023	$75.9288	$94.9093	$13,160.98	$16,450.94	$157,931.80	$197,411.24
4040	COMMUNICATIONS MANAGER	400	7/1/2023	$69.6436	$87.0597	$12,071.56	$15,090.36	$144,858.74	$181,084.28
4045	ENVIRONMENTAL & SUSTAINABILITY MANAGER	400	7/1/2023	$69.6441	$87.0597	$12,071.65	$15,090.36	$144,859.78	$181,084.28
4055	HUMAN RESOURCES MANAGER	400	7/1/2023	$69.6441	$87.0597	$12,071.65	$15,090.36	$144,859.78	$181,084.28
4060	INFORMATION SYSTEMS MANAGER	400	7/1/2023	$69.6441	$87.0597	$12,071.65	$15,090.36	$144,859.78	$181,084.28
4100	PARKS & COMMUNITY SERVICES MANAGER	400	7/1/2023	$69.6441	$87.0597	$12,071.65	$15,090.36	$144,859.78	$181,084.28
4070	PLAN CHECK ENGINEER	400	7/1/2023	$69.6441	$87.0597	$12,071.65	$15,090.36	$144,859.78	$181,084.28

City of Dublin
Salary Plan by Classification
Last Amendment Approved by City Council on September 5, 2023

JOB CLASS CODE	JOB CLASSIFICATION	GROUP CODE	EFFECTIVE DATE	HOURLY MINIMUM	HOURLY MAXIMUM	MONTHLY MINIMUM	MONTHLY MAXIMUM	ANNUAL MINIMUM	ANNUAL MAXIMUM
4075	PLANNING MANAGER	400	7/1/2023	$74.3995	$93.0057	$12,895.94	$16,121.00	$154,751.22	$193,451.96
4115	PRINCIPAL ENGINEER	400	9/5/2023	$75.4534	$94.3151	$13,078.59	$16,347.96	$156,943.02	$196,175.46
4080	PRINCIPAL PLANNER	400	7/1/2023	$69.6441	$87.0597	$12,071.65	$15,090.36	$144,859.78	$181,084.28
4085	PUBLIC WORKS MANAGER	400	7/1/2023	$69.6441	$87.0597	$12,071.65	$15,090.36	$144,859.78	$181,084.28
4095	PW TRANSPORT & OPERATIONS MGR	400	7/1/2023	$75.4534	$94.3151	$13,078.59	$16,347.96	$156,943.02	$196,175.46
4105	SPECIAL PROJECTS MANAGER	400	7/1/2023	$69.6441	$87.0597	$12,071.65	$15,090.36	$144,859.78	$181,084.28
EXEMPT CLASSIFICATIONS									
5005	ACCOUNTANT	500	7/1/2023	$53.9712	$67.4749	$9,355.02	$11,695.65	$112,260.20	$140,347.74
5010	ASSISTANT CIVIL ENGINEER	500	7/1/2023	$54.9106	$68.6367	$9,517.84	$11,897.04	$114,214.10	$142,764.44
5015	ASSOCIATE CIVIL ENGINEER	500	7/1/2023	$63.8656	$79.8350	$11,070.04	$13,838.07	$132,840.50	$166,056.80
5020	ASSOCIATE PLANNER	500	7/1/2023	$53.9712	$67.4749	$9,355.02	$11,695.65	$112,260.20	$140,347.74
5025	BUDGET ANALYST	500	7/1/2023	$61.8228	$77.2801	$10,715.94	$13,395.22	$128,591.32	$160,742.66
5030	DEPUTY CITY CLERK	500	7/1/2023	$47.0920	$58.8619	$8,162.61	$10,202.73	$97,951.36	$122,432.70
5035	ENVIRONMENTAL COORDINATOR	500	7/1/2023	$53.7534	$67.2045	$9,317.25	$11,648.78	$111,807.02	$139,785.36
5040	EXECUTIVE AIDE	500	7/1/2023	$46.5612	$58.1984	$8,070.62	$10,087.72	$96,847.40	$121,052.62
5045	FINANCIAL ANALYST	500	7/1/2023	$61.8228	$77.2801	$10,715.94	$13,395.22	$128,591.32	$160,742.66
5095	GIS COORDINATOR	500	7/1/2023	$54.7247	$68.4189	$9,485.62	$11,859.27	$113,827.48	$142,311.26
5105	GRAPHIC DESIGN & COMMUNICATIONS COORDINATOR	600	7/1/2023	$53.7534	$67.2045	$9,317.25	$11,648.78	$111,807.02	$139,785.36
5050	HOUSING SPECIALIST	500	7/1/2023	$61.8228	$77.2801	$10,715.94	$13,395.22	$128,591.32	$160,742.66
5100	MAINTENANCE COORDINATOR	500	7/1/2023	$53.7534	$67.2045	$9,317.25	$11,648.78	$111,807.02	$139,785.36
5055	MANAGEMENT ANALYST II	500	7/1/2023	$53.7534	$67.2045	$9,317.25	$11,648.78	$111,807.02	$139,785.36
5060	NETWORK SYSTEMS COORDINATOR	500	7/1/2023	$51.6661	$64.5949	$8,955.46	$11,196.45	$107,465.54	$134,357.34
5065	PARKS & FACILITIES DEVELOPMENT COORDINATOR	500	7/1/2023	$53.9712	$67.4749	$9,355.02	$11,695.65	$112,260.20	$140,347.74
5070	PLANS EXAMINER II	500	7/1/2023	$51.6661	$64.5949	$8,955.46	$11,196.45	$107,465.54	$134,357.34
5075	RECREATION SUPERVISOR	500	7/1/2023	$52.6981	$65.8618	$9,134.34	$11,416.04	$109,612.10	$136,992.44
5080	SENIOR ACCOUNTANT	500	7/1/2023	$59.4221	$74.2792	$10,299.84	$12,875.07	$123,598.02	$154,500.84
5085	SENIOR CIVIL ENGINEER	500	7/1/2023	$71.5538	$89.4390	$12,402.65	$15,502.76	$148,831.80	$186,033.12
5090	SENIOR MANAGEMENT ANALYST	500	7/1/2023	$61.8228	$77.2801	$10,715.94	$13,395.22	$128,591.32	$160,742.66
5021	SENIOR PLANNER	500	7/1/2023	$61.5048	$76.8871	$10,660.82	$13,327.10	$127,929.88	$159,925.22

DUBLIN
CALIFORNIA

City of Dublin
Salary Plan by Classification
Last Amendment Approved by City Council on September 5, 2023

Exhibit A

JOB CLASS CODE	JOB CLASSIFICATION	GROUP CODE	EFFECTIVE DATE	HOURLY MINIMUM	HOURLY MAXIMUM	MONTHLY MINIMUM	MONTHLY MAXIMUM	ANNUAL MINIMUM	ANNUAL MAXIMUM
NON-EXEMPT CLASSIFICATIONS									
6005	ADMINISTRATIVE AIDE	600	7/1/2023	$44.3326	$55.4265	$7,684.32	$9,607.26	$92,211.86	$115,287.12
6010	ADMINISTRATIVE TECHNICIAN	600	7/1/2023	$40.3083	$50.3799	$6,986.76	$8,732.51	$83,841.16	$104,790.14
6015	ASSISTANT PLANNER	600	7/1/2023	$47.7986	$59.7337	$8,285.10	$10,353.85	$99,421.14	$124,246.20
6047	AUDIO-VIDEO SPECIALIST	600	7/1/2023	$46.8559	$58.5590	$8,121.69	$10,150.23	$97,460.22	$121,802.72
6020	CODE ENFORCEMENT OFFICER	600	7/1/2023	$43.7269	$54.6586	$7,579.33	$9,474.16	$90,951.90	$113,689.94
6025	ENVIRONMENTAL TECHNICIAN	600	7/1/2023	$45.6764	$57.1214	$7,917.24	$9,901.04	$95,006.86	$118,812.46
6030	FINANCE TECHNICIAN I	600	7/1/2023	$32.2132	$40.2666	$5,583.63	$6,979.55	$67,003.56	$83,754.58
6031	FINANCE TECHNICIAN II	600	7/1/2023	$35.8056	$44.7414	$6,206.31	$7,755.17	$74,475.70	$93,062.06
6045	INFORMATION SYSTEMS SPECIALIST	600	7/1/2023	$46.8559	$58.5590	$8,121.69	$10,150.23	$97,460.22	$121,802.72
6050	INFORMATION SYSTEMS TECH I	600	7/1/2023	$38.6695	$48.3424	$6,702.71	$8,379.35	$80,432.56	$100,552.14
6051	INFORMATION SYSTEMS TECH II	600	7/1/2023	$42.9694	$53.7154	$7,448.03	$9,310.67	$89,376.30	$111,727.98
6055	MANAGEMENT ANALYST I	600	7/1/2023	$48.3959	$60.4838	$8,388.62	$10,483.85	$100,663.42	$125,806.20
6060	OFFICE ASSISTANT I	600	7/1/2023	$28.6703	$35.8415	$4,969.51	$6,212.53	$59,634.12	$74,550.32
6061	OFFICE ASSISTANT II	600	7/1/2023	$31.8608	$39.8225	$5,522.53	$6,902.57	$66,270.36	$82,830.80
6065	PERMIT TECHNICIAN	600	7/1/2023	$40.3083	$50.3799	$6,986.76	$8,732.51	$83,841.16	$104,790.14
6070	PLANS EXAMINER I	600	7/1/2023	$46.8559	$58.5591	$8,121.69	$10,150.25	$97,460.22	$121,802.98
6075	PUBLIC WORKS INSPECTOR	600	7/1/2023	$47.6229	$59.5234	$8,254.63	$10,317.39	$99,055.58	$123,808.62
6080	PUBLIC WORKS TECHICIAN I	600	7/1/2023	$38.9991	$48.7399	$6,759.85	$8,448.25	$81,118.18	$101,378.94
6081	PUBLIC WORKS TECHNICIAN II	600	7/1/2023	$43.3323	$54.1554	$7,510.92	$9,386.93	$90,131.08	$112,643.18
6085	RECREATION COORDINATOR	600	7/1/2023	$44.7676	$55.9849	$7,759.72	$9,704.05	$93,116.66	$116,448.54
6090	RECREATION TECHNICIAN	600	7/1/2023	$40.3083	$50.3799	$6,986.76	$8,732.51	$83,841.16	$104,790.14
6095	SENIOR CODE ENFRCMNT OFFICER	600	7/1/2023	$48.1093	$60.1220	$8,338.94	$10,421.15	$100,067.24	$125,053.76
6100	SENIOR FINANCE TECHNICIAN	600	7/1/2023	$42.9694	$53.7154	$7,448.03	$9,310.67	$89,376.30	$111,727.98
6105	SENIOR OFFICE ASSISTANT	600	7/1/2023	$35.0441	$43.8033	$6,074.32	$7,592.56	$72,891.78	$91,110.76
6110	SENIOR PUBLIC WORKS INSPECTOR	600	7/1/2023	$54.1338	$67.6612	$9,383.18	$11,727.95	$112,598.20	$140,735.40

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE CLASSIFICATION PLAN

WHEREAS, in accordance with the City's Personnel System Rules, the City Council adopted Resolution No. 30-84 and subsequent resolutions which comprise the Classification Plan; and

WHEREAS, it is necessary to periodically amend job descriptions to the Classification Plan.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent Resolutions shall be amended to include the following position:

Accounting Manager (Exhibit A)
Principal Engineer (Exhibit B)

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 30-84 and subsequent Resolutions shall be further amended to update the job specification of Graphic Design and Communications Coordinator (Exhibit C).

BE IT FURTHER RESOLVED that this document shall become a part of the official Classification Plan for the City of Dublin; and that the changes contained herein shall be effective September 5, 2023.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Date Adopted: 09/05/2023
Date Revised:

Title: **Accounting Manager**

FLSA: **Exempt/At-Will/Management**

General Purpose:

Under the direction of the Finance Director, plans, organizes, directs and coordinates the activities of the Finance Department including payroll, financial reporting, audit procedures, maintenance of accounting records, cash flow management, purchasing, fixed asset inventory, business license and Deputy City Treasurer functions; to coordinate Finance Department activities with other divisions and departments; and to provide highly complex staff assistance to the Director of Finance and in the absence of the Director, assume the responsibility for all Finance Department operations. Completes other related work as required.

Distinguishing Characteristics:

The Accounting Manager position is a management position responsible for directing, supervising and participating in the activities of the Finance Department and provides highly responsible and complex staff assistance to the Finance Director. Incumbents in this classification have a broad range of independence within policy and procedural limitations and work under minimal supervision. The incumbent is accountable to the Finance Director for the effective supervision of personnel and the quality and efficiency of services directed. While the general parameters of the job are defined, the employee is expected to select and put into effect work procedures and practices which will lead to the effective and efficient accomplishment of Department goals. Recommendations on the improvement of Department activities are expected. Individuals appointed to this classification are At-Will Employees serving at the pleasure of the City Manager.

Supervision Received and Exercised:

Receive administrative direction from the Finance Director.

Exercise direct supervision over assigned supervisory, professional, technical, and clerical personnel.

Essential Duties and Responsibilities:

The following duties are normal for this classification. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Develop and implement departmental goals, objectives, policies, and procedures.

Plan, organize and direct Finance Department activities including complex municipal accounting operations such as accounts payable, accounts receivable, payroll, purchasing, treasury disbursements and business license issuance and monitoring.

Direct, oversee and participate in the development of the Finance Department work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.

Perform as Deputy City Treasurer, identifying and coordinating investment opportunities in conjunction with local and state laws and policies; participate in managing the City's investment program, including financial planning and development of management strategies to monitor short- and long-term financial stability.

Assist with internal control and auditing functions; ensure proper preparation of records for various audits and assist independent auditors; direct and participate in the preparation of various financial and statistical reports, including investment reports for the City Council and required State and Federal reports.

Interpret pronouncements of authoritative organizations in the field of governmental accounting and finance.

Exercise quality control over contents of various financial reports, ledgers, budgets, and other financial documents

Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the Finance Department.

Assist in reviewing various municipal service fees and rates including garbage rates, insurance costs, and related cost issues; assist in operational administration of risk management activities as assigned.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Represent the department to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports; prepare written correspondence.

Perform related duties as assigned.

Minimum Qualifications:

Knowledge of:

Generally Accepted Accounting Principals (GAAP) and Government Accounting Standards Board (GASB).

Principles and practices of municipal accounting, budgeting, auditing, financing, and investment activities.

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, State and Federal rules, regulations, and laws.

Modern office procedures and computer equipment.

Principles and practices of organizational analysis and management.

Budgeting processes, controls, and systems.

Principles and practices of supervision, training and personnel management.

Ability To:

Organize and direct the Finance Departments daily operations.

Perform complex work of the Department.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion.

Interpret and apply City and department policies, procedures, rules, and regulations.

Supervise, train, and evaluate personnel.

Establish and maintain effective working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

Physical Standards:

The physical standards described are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

An employee is regularly required to sit for long periods of time; talk or hear, in person, in meetings and by telephone; use hands and fingers to handle, feel or operate standard office equipment; and reach with hands and arms. The employee is frequently required to bend and twist to reach files, walk and stand, and occasionally lift up to 20 pounds. While performing duties, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems; interact with City management, other governmental officials, contractors, vendors, employees and the public.

Training and Experience:

Any combination equivalent to education and experience is likely to provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to a Bachelor's degree from an accredited four-year college or university with major course work in accounting, business or public administration, or a related field. A current CPA License is highly desirable.

Experience: Four (4) years of increasingly responsible experience in municipal finance including accounting and auditing, including two years of supervisory responsibility.

Licenses; Certificates; Special Requirements:

Possession of a valid California Class C Driver’s License and Certificate of Automobile Insurance for Personal Liability.

Date Adopted: 09/05/2023
Date Revised:

Title: **Principal Engineer**

FLSA: **Exempt/At-Will/Management**

General Purpose:

Under administrative direction, supervises the day-to-day responsibilities of a section of the Engineering Division; performs professional engineering work; manages work processes associated with functions assigned to the section; performs related duties as required.

Distinguishing Characteristics:

The Principal Engineer is a management level class requiring a high degree of professional skill and knowledge in administering and evaluating complex engineering programs. The Principal Engineer differs from the next lower class of Senior Civil Engineer, in that the Principal plans and directs the engineering operations and staff and/or consultants within an assigned engineering section, whereas the Senior is responsible for handling complex engineering projects. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within broad guidelines.

Supervision Received and Exercised:

Receives administrative direction from assigned management personnel. Exercises direct supervision over professional, technical, and administrative support staff.

Essential Duties and Responsibilities:

Recommend and implement section goals and objectives; establish performance standards and methods for professional engineering work related to assigned section operations; develop and implement policies and procedures.

Plan, develop and oversee the work of staff involved in activities related to assigned section operations, such as public works engineering, drainage, development, utility operations and maintenance, and related capital improvement projects.

Evaluate operations and activities of assigned section; determine section priorities; develop short and long-range plans; implement improvements and modifications; prepare various reports on operations and activities.

Direct and/or participate in the preparation of complex engineering studies and reports related to public works, development, utilities, and capital improvement projects according to section assignment; oversee coordination of assigned section activities with other city departments, divisions, and sections, outside agencies, citizens, consultants, and developers.

Meet and confer with developers, contractors, engineers, and the general public regarding city policies, regulations, and procedures.

Provide staff support to a variety of city boards, commissions, committees and industry specific boards, including making presentations and ascertaining direction, when appropriate, for implementation of approved recommendations.

Participate in budget preparation and administration; prepare cost estimates for budget recommendations; and submit justifications for staff, a variety of engineering, utility, and related capital improvement projects; monitor and control expenditures.

Participate in the selection of staff; coordinate staff training; conduct performance evaluations; recommend discipline; implement discipline procedures as directed.

Periodically review progress of staff and consultants on assigned projects and check completed work including reports, engineering designs, and completeness of construction work and inspections.

Participate in the selection of consultants, negotiates fees, drafts agreements, outline project objectives and City requirements, administers related contracts, and reviews and approves engineering designs.

Conduct field reviews and inspections of proposed, underway, and completed projects.

Review and prepare land development plans, construction documents, encroachment permit applications, Landscape Assessment District and transportation project designs as assigned; check plans for accuracy, suitability, and completeness and make recommendations for revision and improvement.

Develop conditions for development projects and other applications; work collaboratively with planning and building functions; review work of subordinate engineers for completeness and accuracy; develop recommendations for consideration within the development review process.

Prepare, monitor, service and administer grants and other competitive regional special funding; secure funding; negotiate and oversee consulting and construction service contracts; and conduct

field inspections; ensure project related information is received by appropriate staff, public or agency in a timely manner.

Resolve the most complex customer service issues related to engineering issues.

Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

Build and maintain positive working relationships with co-workers, other City Employees, and the public using principles of good customer service.

Prepare reports for, attend, and make presentations for City Council, Planning Commission, and other public and private groups.

Perform related duties as assigned.

Minimum Qualifications:

Knowledge of:

Principles and practices of professional engineering related to assigned function, which may include public works and utilities, land development, construction, traffic engineering, and associated capital improvement projects.

Modern land development options, Subdivision Map Act, and the urban planning process related to land development.

Pertinent local, State, Federal rules, regulations, and laws, codes, ordinances, City functions, policies, rules and regulations.

Principles and practices of safety management.

Principles and practices of supervision, training and personnel management.

Methods and techniques of mapping as related to engineering functions.

Modern office procedures, computer equipment, and software applications for word processing, budget preparation and monitoring, project cost management, geographic information systems, scheduling, and software related to specific department operations.

Principles and practices of research analysis and management.

Budgeting procedures and techniques.

Ability To:

Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.

Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.

Provide administrative, management, and professional leadership for assigned engineering programs.

Prepare, administer, and manage project budgets.

Manage and participate in complex engineering projects; evaluate alternatives; make sound recommendations and prepare effective technical reports.

Negotiate scopes of work and contracts including planning studies, design contracts, maintenance contracts, procurement of materials/equipment, performance guarantees, and construction contract change orders.

Conduct independent project engineering.

Select and manage the work of consulting, engineering, and contracting firms.

Understand, interpret, and apply all pertinent laws, codes, regulations, policies, and procedures, and standards relevant to work performed.

Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.

Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Effectively use computer systems, software applications, relevant to work performed, and modern business equipment to perform a variety of work tasks.

Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.

Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Physical Standards:

The physical standards described are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

An employee is regularly required to sit for long periods of time; talk or hear, in person, in meetings and by telephone; use hands and fingers to handle, feel or operate standard office equipment; and reach with hands and arms. The employee is frequently required to bend and twist to reach files, walk and stand. While performing duties, the employee is regularly required to use written and oral communication skills; read and interpret complex data, construction and design plans, information and documents; operate a computer; operate an automobile to visit project site and move across rough terrain and bridge scaffolding to review construction sites prior to final completion; analyze and solve problems; interact with City management, other governmental officials, contractors, vendors, employees and the public.

Training and Experience:

Any combination equivalent to education and experience is likely to provide the required knowledge and abilities. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to a Bachelor's degree from an accredited four-year college or university with major course work in civil engineering, traffic engineering, or a related field. Master's degree in an appliable field is desirable.

Experience: Five (5) years of increasingly responsible experience in professional engineering, including two (2) years of supervisory responsibility.

Licenses; Certificates; Special Requirements:

Possession of a valid California Class C drivers' license and Certificate of Automobile Insurance for Personal Liability.
Possession of a current certificate of registration as a Professional Engineer with the State of California.

Date Adopted: 04-17-2012
Date Revised: 09-05-2023

Title: **Graphic Design and Communications Coordinator**

FLSA: ~~Non-~~**Exempt**

General Purpose:

Under administrative direction, develops and coordinates City or assigned Departmental marketing, publication, and presentation materials to encourage positive customer contact~~,~~ and ensure consistent, credible, and professional communications are continuously developed within the City. The Graphic Design and Communications Coordinator creates a variety of effective marketing medium that heighten the visibility of specialized programs and/or increases public interest and audience. This classification is expected to have broad knowledge of graphic art concepts, techniques, and processes, including layout principles and aesthetic design concepts.

Distinguishing Characteristics:

This class is distinguished by its responsibility for planning, designing, creating, and producing a wide variety of quality illustrative graphic artwork, printed and electronic materials, web pages of varying degrees of complexity, and video communication activities.~~-~~ The employee is expected to have a broad knowledge of graphic art concepts, techniques, and processes~~ including knowledge of~~, including layout principles and aesthetic design concepts. The incumbent is expected to participate in ~~the development of~~developing, ~~marketing and promotional materials; develop, write and edit~~writing, and editing promotional materials, including advertisements, press releases, and marketing campaigns.~~-~~ The Graphic Design and Communications Coordinator serves as a website content manager and social media graphic coordinator for the ~~Department~~City, adhering to established City policies and standards related to the content and look of website information.

Supervision Received and Exercised:

Receives administrative direction from the ~~Heritage and Cultural Arts~~Communications Manager.

May exercise technical and functional supervision over part-time or contracted staff as appropriate.

Essential Duties and Responsibilities:

The following duties are ~~normal~~ typical for this classification.~~-~~ The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

Participate in ~~the development of~~developing assigned programs' marketing/promotion strategy ~~marketing/promotion strategy of assigned programs~~; establishes project goals and objectives; ~~M~~meets with City staff to identify project needs.

E~~e~~nsure all artwork meets brand guidelines, requirements, and values.

Conceptualize, develop, design, and direct content that can scale across multiple channels, media, and audiences.

Create -photography direction, typography, branding application, and design for multiple ~~channels in both digital and print media~~digital and print media channels.

Has expertise in typography, composition, color, layout, design thinking, and content strategy.

Oversee the complete creative process of one or more projects, combining technical and artistic skills.

Create engaging designs and~~,~~ concepts, ~~and sample layouts based on knowledge of layout principles and aesthetic design concepts.~~

Develop the overall layout and design of flyers, advertisements, website content, reports, presentations, and other publications, which enhance the professional image and branding of Department programs and services.

Produce promotional displays, packaging, and marketing brochures for products and services.

Design distinctive logos for products and services.

Develop signs, ~~and~~ signage systems, and other environmental graphics.

Administer web-site content and social media on behalf of the ~~Department~~City.- Develop material and content for i~~I~~nternet w~~W~~eb-pages, interactive media, and multimedia projects.

Assist ~~Department~~ City staff with ~~the development of~~developing presentations using PowerPoint and other presentation software.

Write, edit, prepare, and distribute informational materials, press releases, articles, and presentations to inform the community and the organization of City issues, services, programs, and events.

~~Writes and oversees video productions.~~

Prepare notes, instructions, and electronic files for vendors ~~that~~ responsible for producing~~will produce~~ final materials.

Survey, collect, and evaluate community participation, attendance, ~~and satisfaction~~satisfaction, and overall results of specific measures and goals.

Develop partnerships and coordinate information with outside agencies to foster and develop community services, events, and information.

~~Seeks sponsorships to underwrite projects; identifies sponsors,~~ Create presentation packets for sponsorships and maintain sponsorship databases.

Develop and administer program budgets, ~~and~~ monitor expenditures and prepare related reports.

~~Oversees part-time staff as assigned and independent contractors.~~

Negotiate and manage agreements for contract services.

~~Prepares information and reports related to program budgets.~~

Maintain records and prepare written promotion plans and reports.

Maintain a sufficient supply of inventory and materials t~~hat will~~o ensure that the ~~Department~~ City meets the needs of its customers, clients, and the public.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Perform other duties as assigned.

Minimum Qualifications:

Knowledge of:

Modern marketing and public relations techniques and ~~promotional~~ event promotion ~~planning~~.

~~Modern principles of organization and administration.~~

Writing and editing techniques for a variety of audiences.

Developing or maintaining websites.

Proficient English language usage, spelling, punctuation, and grammar.

Basic supervisory and motivational techniques.

~~Knowledge of a variety~~Various ~~of~~ software applications used for graphic design and publication.

Methods and practices of program development and project management.

Principles and practices of effective business and marketing communications.

Ability to:

Interpret project needs and convert user-developed content into attractive print advertising and electronic media.

Develop design concepts by gathering information and data to clarify design issues.

Design and paste-up camera-ready reports and brochures for in-house or contract printing projects; oversee document reproduction process for quality and accuracy.

Think creatively, produce new ideas, and contribute to the overall project.

Take photographs ~~using digital and other cameras~~ and prepare slides and/or PowerPoint presentations.

Use innovation to redefine designs as needed to meet ~~the constraints of cost and time~~cost and time constraints.

Multi-task and work on more than one design project at a time.~~;~~

S~~s~~et priorities and meet deadlines; work in a fast-paced, team~~-~~-oriented environment.

Work well under pressure and quickly make responsible decisions; identify and resolve problems quickly.

Demonstrate tact and good judgment in dealing with sensitive issues and situations.

Use a wide range of media, computer operating systems, and various software programs.

Proficiency with programs in the Adobe Creative Suites is desirable.

~~Produce accurate and high quality~~high quality ~~work products.~~

Collect, evaluate, and interpret varied information and data~~, either~~ in statistical, narrative, or verbal form.

Keep abreast of developments in information technology and trends, particularly design programs and hardware.

Oversee, train, and provide input ~~to~~in the evaluation of part-time staff; assess activities of independent contractors.

Establish and maintain effective working relationships~~,~~ and work collaboratively with a team of vendors and City staff.

Attend day, evening, and weekend meetings and events.

~~Communicate in an effective and concise manner~~effectively and concisely, ~~both orally and in writing.~~

Physical Standards:

The physical standards described are representative of those that ~~must be met by employees~~employees must meet to ~~successfully perform the essential functions of this class~~perform the essential functions of this class successfully.~~-~~ Reasonable accommodations may be made to enable individuals with disabilities to perform ~~the~~ essential functions.

An employee is regularly required to sit for long periods of time; intermittently stand, walk, bend, climb, kneel, and twist while working on computer equipment, peripherals, and ancillary equipment; perform simple grasping and fine manipulation; use telephone and write and use keyboard to communicate; see small text and numbers on computer screen; routinely move equipment weighing up to 30 pounds.

While performing duties, the employee is regularly required to read and interpret data, information and documents; analyze and solve problems; interact with City management, other governmental officials, contractors, vendors, employees, and the public.

Training and Experience:

Any combination equivalent to education and experience is likely to provide the required knowledge and abilities ~~are qualifying~~. ~~-~~ A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to an Associate of Arts degree from a recognized college or university with major course working in graphics design, advertising, marketing, photography, desktop publishing, and/or reprographics. ~~-~~ A ~~Bachelor's~~ Bachelor's degree is highly desirable.

Experience: Three years of progressively responsible paid experience performing graphic design work, including desktop publishing.

Training: Any software training related to Adobe Create Suites software programs or other courses and certification programs~~, which are relevant to this job classification,~~ relevant to this job classification ~~are~~ is desirable.

Licenses; Certificates; Special Requirements:

Possess~~ion of a valid California Class C drivers'~~ a valid California Class C driver's license and Certificate of Automobile Insurance for Personal Liability.

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DESIGNATING THE MANAGEMENT POSITIONS EXEMPT FROM COMPETITIVE SERVICE

WHEREAS, the City Council has adopted a Personnel Ordinance in which Section 2.20.040 E of the Ordinance exempts Department Heads and other Management Positions from Competitive Service; and

WHEREAS, in accordance with the City's Personnel Ordinance, the City Council adopted Resolution No. 110-15, and subsequent amendments, which establish Management Positions and prescribes leave benefits for these positions; and

WHEREAS, it is necessary to periodically update the resolution to reflect new classifications; and

WHEREAS, it is necessary to incorporate leave benefits for management positions except from competitive service into the City's Personnel System Rules for consistency and transparency purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin, in accordance with the Ordinance Establishing a Personnel System, designates the positions identified below as exempt from competitive service and shall serve at the pleasure of the City Manager, excepted as noted in Section 2.20.040 of the Ordinance (Personnel System).

1. Accounting Manager
2. Assistant City Manager
3. Assistant Director of Community Development
4. Assistant Finance Director
5. Assistant Parks & Community Services Director
6. Assistant Public Works Director/City Engineer
7. Assistant to the City Manager
8. Capital Improvement Program Manager
9. Chief Building Official
10. Chief Information Security Officer
11. City Clerk
12. Communications Manager
13. Community Development Director
14. Deputy City Manager
15. Economic Development Director
16. Environmental & Sustainability Manager
17. Finance Director
18. Human Resources Director
19. Human Resources Manager
20. Information Systems Manager
21. Parks & Community Services Director
22. Parks & Community Services Manager
23. Plan Check Engineer

24. Planning Manager
25. Principal Engineer
26. Principal Planner
27. Public Works Director/Assistant Engineer
28. Public Works Manager
29. Public Works Transportation & Operations Manager
30. Special Projects Manager

BE IT FURTHER RESOLVED that the leave benefits for positions exempt from competitive service previously outlined in Resolution No. 110-15, and subsequent amendments, will be incorporated into the overall Personnel System Rules adopted by Resolution No. XX-23 and no longer reside with this resolution.

BE IT FURTHER RESOLVED that the changes contained herein shall be effective September 5, 2023.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Update to the Public Facilities Fee Study, Adoption of Public Facilities Fees, and Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes)
Prepared by: Colleen Tribby, Assistant City Manager

EXECUTIVE SUMMARY:

The City Council will review the Update to the Public Facilities Fees Study and consider proposed changes to the Public Facilities Fee (PFF) program, which was last updated in 2017. The proposed rates for the PFF reflect changes in population and in the cost of developing public facilities.

In addition, the City Council will consider adopting a related Ordinance amending the Dublin Municipal Code to reflect new parkland dedication categories and updated census numbers concerning the number of persons per dwelling unit. The City Council waived the first reading and introduced the Ordinance on June 20, 2023, and is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Conduct the Public Hearing and adopt the Resolution Revising the Public Facilities Fee for Future Developments Within the City of Dublin and waive the second reading and adopt the Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code.

FINANCIAL IMPACT:

City policy requires that new development pay for the increase in infrastructure necessary to accommodate the development. Adoption of the proposed amendments to the Public Facilities Fee Program will result in the collection of adequate revenue to ensure that the City is able to build facilities required to provide services to the City's population through build-out. As proposed, the Fee Program would fund approximately $189 million in capital facilities to serve growth through

the build-out of the community.

DESCRIPTION:

Background

In 1994, the City Council adopted Dublin Municipal Code Chapter 7.78 creating and establishing the authority for imposing and charging a fee to finance municipal public facilities to mitigate the impacts caused by future development within the City on parks and public facilities. In 1996, the City Council adopted the Public Facilities Fee (PFF) Program establishing those fees based on a study prepared by Recht, Hausrath & Associates. Since then, the PFF has been revised four times based on updates to the study:

- 1999 - Resolution No. 60 -99, based on the 1998 PFF Study Update prepared by Hausrath Economics Group
- 2002 - Resolution No. 214 -02, based on the 2002 PFF Study Update prepared by MuniFinancial
- 2015 - Resolution No. 134-15, based on the 2015 PFF Study Update prepared by Willdan Financial
- 2017 – Resolution 110-17, based on the 2016 Study Updated prepared by Willdan Financial

Currently, the PFF Program collects funds to support the development of facilities in the following categories: Civic Center, Library, Parks, Community Recreation Facilities, and Aquatics. The Program has allowed the City to build many of its municipal facilities, including the Public Safety Complex, The Wave, and the Dublin Library, and has been used to acquire and/or improve most of its 267 acres of current parkland. Additional planned facilities and improvements utilizing PFF funding include:

- Library Facilities - Dublin Library Improvements
- Park Facilities - Jordan Ranch Neighborhood Square, Wallis Ranch Community Park, Iron Horse Nature Park, Neighborhood Parks at Croak, Downtown Square, Dublin Crossing Neighborhood Park (School Site), SCS Linear Park, Community Nature Parkland Acquisition (44.9 acres)
- Community Recreation Facilities - Emerald Glen Complex Phase II (Community Center), Cultural Arts Center

2023 PFF Update

The Resolution adopting the PFF Program directed Staff to update the Program periodically to ensure that adequate revenues are being collected to build the facilities within the program. In 2022, the City again engaged Willdan to prepare an update to the Program following the release of new census data (population counts) and new employment numbers, updates to the City's Housing Element of the General Plan, and the increased costs of improvements to public facilities and the acquisition of land. With the update, the City is also changing the methodology for calculating fees by moving to a per-square-foot fee versus a per-dwelling-unit fee for residential and per-thousand-square-feet fee for nonresidential products. This is in accordance with

Assembly Bill 602 adopted in 2021, which placed increased requirements on agencies adopting impact fees.

The new maximum justified impact fees calculated in the 2023 Study Update are reflected in Table 1 below, followed by the current fees provided in Table 2.

Table 1 - 2023 PFF Update

Land Use	Civic Center Facilities	Library Facilities	Parks	Community Recreation Facilities	Aquatic Facilities	Total
Residential – per sq. ft.	$1.15	$0.22	$15.61	$2.12	$0.17	$19.27
Nonresidential – per sq. ft.						
Commercial	$0.45	$0.07	$3.37	$0.13	$0.01	$4.03
Office	0.69	0.11	5.18	0.20	0.02	6.19
Industrial	0.24	0.04	1.84	0.07	0.01	2.20
Senior Service Facility	0.20	0.03	1.51	0.06	0.01	1.80

Table 2 – Current PFF

Land Use	Civic Center Facilities	Library Facilities	Parks	Community Recreation Facilities	Aquatic Facilities	Total
Residential – per dwelling unit						
Single- family & Townhome	$1,846	$333	$22,596	$4,630	$417	$29,822
Other Multi-family	1,128	204	13,791	2,827	253	18,203
Senior Housing	670	121	8,214	1,683	151	10,839
Nonresidential – per 1,000 sq. ft.						
Commercial	$431	$64	$2,639	$174	$13	$3,321
Office	580	87	3,456	235	19	4,377
Industrial	215	33	1,313	88	7	1,656
Senior Service Facility	175	27	1,077	72	5	1,356

Using the example of a 1,500-square-foot townhome, the total fees calculated using the 2023 Update would be $28,905 (1,500 x $19.27), versus the current fee of $29,822 (a decrease of $917 per unit of that size). Conversely, a 2,400-square-foot home would be assessed $46,248 (2,400 x $19.27), an increase of $17,343 over the current per-unit fee. The primary drivers for the increased fee are increases in land acquisition and construction costs, particularly in the parkland category, which have gone from $2.3 million per acre to $3.6 million per acre for undeveloped land, and $3 million per acre to up to $5.2 million per acre for improved parkland.

All other changes impacting the PFF Program, including population, build-out, and employment numbers, are provided in the Willdan study attached to the Resolution.

Ordinance Amendment

At the June 20, 2023 meeting, the City Council received an overview of the PFF Program which included a discussion about the City's inability to meet community parkland acreage requirements as set for in the Dublin Municipal Code (DMC). That Staff Report is included as Attachment 4. In summary, because of the new population data from the US Census and the Housing Element, the City will have a deficit of parkland of close to 50 acres, which is a significant increase from the 2017 report's deficit of 21 acres. The majority of this is in the active community parkland category. Because there is virtually no land left for active community parks in Dublin, the City will be unable to meet this objective.

The City Council concurred with Staff's recommendation to shift the acreage requirement from Community Parkland to Nature Community Parkland, so that the remaining deficit can be solved with the addition of nature parks. This would require an amendment to the DMC to reflect a decrease in Community Parkland acreage by 0.6 acre, and a corresponding increase in Nature Community Parkland, as reflected in the proposed Ordinance (Attachment 3).

On June 20, 2023, the City Council introduced the Ordinance and is now being asked to waive the reading and adopt it. The changes being proposed by the Ordinance have been incorporated in the 2023 PFF Study Update.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A notice was placed in the *East Bay Times* on August 5, August 26, and September 1, 2023 notifying the community of the City Council's consideration of the proposed Public Facilities Fees, and an online meeting was held on August 31, 2023 for Interested Parties (invited via email) regarding this item. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Revising the Public Facilities Fee for Future Developments Within the City of Dublin
2) Public Facilities Fee Study Update of August 2023
3) Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code
4) Staff Report dated June 20, 2023 (without attachments)

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

REVISING THE PUBLIC FACILITIES FEE FOR FUTURE DEVELOPMENTS WITHIN THE CITY OF DUBLIN

WHEREAS, the City Council of the City of Dublin has adopted Dublin Municipal Code Chapter 7.78 creating and establishing the authority for imposing and charging a Public Facilities Fee (the "Fee") to pay for municipally owned public facilities within the jurisdictional limits of the City of Dublin; and

WHEREAS, the City of Dublin has adopted a General Plan ("GP") and Specific Plans ("SPs"), including but not limited to, the Downtown Dublin Specific Plan, the Dublin Crossing Specific Plan, the Dublin Village Historic Area Specific Plan and the Eastern Dublin Specific Plan; and

WHEREAS, the GP outlines future land uses within the City's sphere of influence including new residential, commercial, office, and industrial developments; and

WHEREAS, the SPs provide more specific detailed goals, policies and action programs within the GP areas; and

WHEREAS, the Parks and Recreation Master Plan Update was adopted by the City Council on April 19, 2022 by Resolution No. 38-22, which included a review of the CEQA Addendum; and

WHEREAS, the City Council has adopted several individual park master plans including but not limited to the Emerald Glen Park Master Plan, Fallon Sports Park Master Plan, Dublin Historic Park Master Plan, and the Iron Horse Nature Park Master Plan ("Park Master Plans"); and

WHEREAS, the City approved a Library Planning Task Force Report, dated April 1993, and a subsequent Library Planning Task Force Report dated September 1998 ("Library Reports"); and

WHEREAS, the Dublin Library with all improvements being made to the 37,000-square-foot building falls within the Alameda County Library Master Space Plan (dated January 2017) standard square foot per capita range of 0.45 to 0.55; and

WHEREAS, the City has approved a Civic Center Programming document dated November 1986, and subsequent Civic Center Programming documents dated from 2007 and September 2010 ("Civic Center Reports"); and

WHEREAS, the City has approved a Dublin Senior Center Feasibility Study ("Senior Center Study"), dated February 4, 2002; and

WHEREAS, the Park Master Plans, Library Reports, Civic Center Reports, Senior Center Study, and SPs, describe the municipal public facilities necessary for implementation of the GP and SPs, including completion of City office space, construction of and improvements to

the library, and the acquisition and construction of parks and community facilities; and

WHEREAS, the Public Facilities Fee Program assumes that certain municipal public facilities will be constructed and that new development fund its fair share of the costs needed for the acquisition and/or construction of these improvements; and

WHEREAS, the City Council adopted a "Mitigation Monitoring Program: Eastern Dublin Specific Plan/General Plan Amendment" by Resolution No. 53-93 which includes mitigation measures to ensure that development within Eastern Dublin pays it proportionate share of municipal public facilities necessary to mitigate impacts caused by development within Eastern Dublin; and

WHEREAS, the Park Master Plans, Library Reports, Civic Center Reports, Senior Center Study, GP, and SPs describe the impacts of contemplated future development on existing public facilities within the City of Dublin, and contain an analysis of the need for new municipal public facilities required by future development within the Dublin community; and

WHEREAS, the City Council adopted Resolution No. 32-96 on March 26, 1996 establishing a "Public Facilities Fee" for development within the City of Dublin; and

WHEREAS, Resolution No. 32-96 relies upon and incorporates a report prepared for the City of Dublin by Recht, Hausrath & Associates, in a document dated March 1996 and entitled "City of Dublin Public Facilities Fee Justification Study;" and

WHEREAS, in 1999, the City Council adopted Resolution No. 60-99 revising the "Public Facilities Fee" and incorporated and relied on a report prepared by Hausrath Economics Group, dated February 1999 and entitled "Public Facilities Fee 1998 Update;" and

WHEREAS, in 2002, the City Council adopted Resolution No. 214-02 revising the "Public Facilities Fee" and incorporated and relied on a report prepared by MuniFinancial, dated October 14, 2002 and entitled "City of Dublin Public Facilities Fee Study Update;" and

WHEREAS, in 2015, the City Council adopted Resolution No. 134-15 revising the "Public Facilities Fee" and incorporated and relied on a report prepared by Willdan Financial Services, dated July 7, 2015 and entitled "City of Dublin Public Facilities Fee Study Update;" and

WHEREAS, in 2017, the City Council adopted Resolution No. 110-17 revising the "Public Facilities Fee" and incorporated and relied on a report prepared by Willdan Financial Services, dated July 19, 2017 and entitled "City of Dublin Public Facilities Fee Study Update;" and

WHEREAS, Section 9 of Resolution No. 110-17 provides that the City will periodically review the "Public Facilities Fee" and make revisions as appropriate; and

WHEREAS, the City recently retained Willdan Financial Services to assist the City in reviewing and updating the Fee; and

WHEREAS, Willdan Financial Services prepared a report dated August 5, 2023 and entitled "City of Dublin Public Facilities Fee Study Update" (hereafter "2023 Study Update"), which is attached hereto as **Exhibit A**; and

WHEREAS, Resolution Nos. 110-17, 134-15, 214-02, 60-99 and 32-96 set forth the relationship between future development in the City of Dublin, the needed public facilities and improvements, and the estimated cost of those public facilities and improvements; and

WHEREAS, the 2023 Study Update relies on the City of Dublin's previous studies and demonstrates the appropriateness of modifying the Fee in certain respects, primarily (1) to update persons per dwelling unit based on dwelling types (Single family and townhomes; other multi-family; senior housing); and (2) to increase improvement costs to reflect the City's recent costs to improve parks; and

WHEREAS, the 2023 Study Update was noticed to the public 30 days, 10 days, and five days prior to this public hearing, and a meeting for interested parties was held in August 2023; and

WHEREAS, the City Council finds as follows:

A. The purpose of the Fee is to ensure that new development will not burden the existing service population with the cost of facilities required to accommodate development. The Fee is intended to provide a funding source from new development for capital improvements to serve that development. Such capital improvements which are specifically described in the 2023 Study Update, include the following: build-out of the Library; acquisition and construction of neighborhood and community parks; acquisition, construction or build out of community buildings (including cultural centers, community and recreational centers, and aquatic facilities). The public facilities described in the study are hereinafter referred to as the "Facilities."

B. The fees collected pursuant to this resolution shall be used to finance the Facilities.

C. After considering the 2023 Study Update, the testimony received at this noticed public hearing, the Staff Report, and the records of all previous proceedings adopting or revising the Fee (the "Record"), the City Council approves and adopts the 2023 Study Update, and incorporates such herein, and further finds that the future development in the City of Dublin will generate the need for the Facilities, are consistent with the City's General Plan, the Park Master Plans, the Library Reports, the Civic Center Report, and the various Specific Plans including the Eastern Dublin Specific Plan.

D. The adoption of the Fee as it relates to development within the Eastern Dublin Specific Plan area is within the scope of its Environmental Impact Report (EIR) and Addenda. The Facilities were all identified in the EIR as necessary to accommodate development in Eastern Dublin. The impacts of such development, including the Facilities, were adequately analyzed at a Program level in the EIR. Since the certification of the EIR, there have been no substantial changes in the projections of future development as identified in the EIR, no substantial changes in the surrounding circumstances, and no other new information of substantial importance so as to require important revisions in the EIR's analysis of impacts, mitigation measures, and alternatives. Subsequent project-specific environmental review under CEQA of the Facilities will be required before any such Facilities are approved. It is not feasible to provide project specific environmental review of the Facilities at this stage, as they will be implemented through build-out of the community and specific details as to their timing, construction, and often precise location are not all presently known.

E. The adoption of the Fee as it relates to development within the City of Dublin is to obtain funds for capital projects necessary to maintain service within the existing service areas. The City currently provides neighborhood and community park services, community and recreation facilities services, and civic center services. The City and the Alameda County Library system currently provide library services.

F. The Fee will be used to maintain current service levels; and that any existing deficiency costs are not included in the Fee. As such, the Fee as it relates to development within the City is not a "project" within the meaning of CEQA (Public Resources Code§ 21080(b)(8)(D)).

G. In adopting the Fee, the City Council is exercising its powers under Article XI, section 7 of the California Constitution.

H. The Record establishes:

1. That there is a reasonable relationship between the need for the Facilities and the impacts of the types of development for which the corresponding fee is charged in that new development in the City of Dublin – both residential and nonresidential – will generate persons who live, work and/or shop in Dublin and who generate or contribute to the need for the Facilities; and

2. That there is a reasonable relationship between the Fee's use (to pay for the construction of the Facilities) and the type of development for which the Fee is charged in that all development within the City of Dublin – both residential and nonresidential – generates or contributes to the need for the Facilities. Facilities funded by the fees are expected to provide a citywide network of facilities accessible to the additional residents and workers associated with new development; and

3. That there is a reasonable relationship between the amount of the Fee and the cost of the Facilities or portion thereof attributable to development in the City of Dublin in that the Fee is calculated based on the number of residents or employees generated by specific types of land uses, the total amount it will cost to construct the Facilities, and the percentage by which development within the City of Dublin contributes to the need for the Facilities; and

4. That the cost estimates set forth in the 2023 Study Update are reasonable cost estimates for constructing the Facilities, and the fees expected to be generated by future development will not exceed the projected costs of constructing the Facilities; and

5. The method of allocation of the Fee to a particular development bears a fair and reasonable relationship to, and is roughly proportional to, each development's burden on, and benefit from, the Facilities to be funded by the Fee, in that the Fee is calculated based on the number of residents or employees each particular development will generate.

I. The 2023 Study Update is a detailed analysis of how public services will be affected by development in the City of Dublin, the existing deficiencies, if any, and the public facilities required to accommodate that development and any deficiencies.

ADOPTION OF FEE

NOW, THEREFORE, the City Council of the City of Dublin does RESOLVE as follows:

1. Definitions.

A. “Commercial” shall mean all commercial, retail, educational, and hotel/motel development.

B. “Development” shall mean the construction, alteration or addition of any building or structure within the City of Dublin.

C. “Facilities” shall include those municipal public facilities as are described in the Study, the 1998 Study Update, the 2002 Study Update, the 2015 Study Update, the 2017 Study Update, and the 2023 Study Update and as described in the Park Master Plans, the Library Reports, the Civic Center Reports, the Senior Center Study, GP, SPs, EIR and Addenda. “Facilities” shall also include comparable alternative facilities should later changes in projections of development in the region necessitate construction of such alternative facilities; provided that the City Council later determines: (1) that there is a reasonable relationship between development within the City of Dublin and the need for the alternative facilities; (2) that the alternative facilities are comparable to the facilities in the 2023 Study Update; and (3) that the revenue from the Fee will be used only to pay new development’s fair and proportionate share of the alternative facilities.

D. “Industrial” shall mean all manufacturing and warehouse development.

E. “Office” shall mean all general, professional, and medical office development.

2. Administrative Guidelines.

The City Council adopted by Resolution 147-16 on September 6, 2016, the Dublin Consolidated Impact Fee Administrative Guidelines, (the “Administrative Guidelines”) to provide procedures for calculation, reimbursement, credit or deferred payment and other administrative aspects of the Fee. Such guidelines shall include procedures for construction of designated Facilities by developers. The Administrative Guidelines are incorporated herein by this reference, as they may be amended from time to time.

3. Public Facilities Fee Imposed.

The Fee shall be charged and paid on a square-footage basis for residential unit and non-residential buildings or structures. The fee shall also be charged and paid for non-residential development for any addition to an existing building or structure if the addition exceeds 500 square feet. Fees shall be paid at such time as set forth in the Administrative Guidelines.

4. Reimbursement or Credit.

The amount of any reimbursement or credit shall be determined by use of the calculations set forth in the Administrative Guidelines.

5. Amount of Fee.

The amount of the Fee shall be as set forth in **Exhibit A** attached hereto and incorporated herein. Each component of the Fee shall be considered to be a separate fee.

6. Exemptions From Fee.

The Fee shall not be imposed on any development qualifying for an exemption as set forth in the Administrative Guidelines.

7. Use of Fee Revenues.

A. The revenues raised by payment of the Fee shall be placed in the Capital Project Fund. Separate and special accounts within the Capital Project Fund shall be used to account for such revenues, along with any interest earnings on each account. The revenues (and interest) shall be used for the following purposes:

1. To pay for design, engineering, right-of-way or land acquisition and construction of the Facilities and reasonable costs of outside consultant studies related thereto;

2. To reimburse the City for the Facilities constructed by the City with funds from other sources including funds from other public entities, unless the City funds were obtained from grants or gifts intended by the grantor to be used for the Facilities;

3. To reimburse developers who have designed and constructed Facilities which are oversized with supplement size, length, or capacity; and

4. To pay for and/or reimburse costs of program development and ongoing administration of the Fee program.

B. Fees in the Capital Project Fund accounts shall be expended only for the Facilities and only for the purpose for which the Fee was collected.

8. Standards.

The standards upon which the needs for the Facilities are based are the standards of the City of Dublin, including the standards contained in the Park Master Plans, the Library Reports, the Civic Center Reports, the Senior Center Study, the GP, SPs, EIR, and Addenda.

9. Periodic Review.

A. During each fiscal year, the City Manager shall prepare a report for the City Council, pursuant to Government Code section 66006, identifying the balance of fees in each account.

B. Pursuant to Government Code section 66002, the City Council shall also review, as part of any adopted Capital Improvement Program each year, the approximate location, size, time of availability and estimates of cost for all Facilities to be financed with the Fee. The estimated costs shall be adjusted in accordance with appropriate indices of inflation. The City Council shall make findings identifying the purpose to which the existing Fee balances are to be put and demonstrating a reasonable relationship between the Fee and the purpose for which it is charged.

10. Subsequent Analysis and Revision of the Fee.

The Fee established herein is adopted and implemented by the City Council in reliance on the Record. The City will continue to conduct further study and analysis to determine whether the Fee should be revised. When additional information is available, the City Council shall review the Fee to determine that the amounts are reasonably related to the impacts of development within the City of Dublin. The City Council may revise the Fee to incorporate the findings and conclusions of further studies and any standards in the GP, SPs, Park Master

Plans, Library Reports, Civic Center Reports, and Senior Center Study, as well as increases due to changes in construction costs and land values. The City will evaluate land values through an appraisal at least every three (3) years. The Study will be updated at least every eight (8) years.

11. Automatic Adjustment in Fee.

The purpose of this section is to provide for an automatic annual adjustment to the Fee in years when the City Council does not revise the Fee pursuant to Section 8 above. The City Manager shall adjust the Fee automatically, effective July 1, 2024 and each July 1 thereafter, as follows:

A. The costs of construction of the Facilities (as shown on Table 3.3 for Public Safety Complex improvements; Table 4.3 for library facilities; Table 5.3 for parks; Table 6.3 for community/recreation facilities; Table 7.3 for aquatic facilities in the 2023 Study Update shall be increased/decreased by the annual percentage increase/decrease in the Engineering News Record's Construction Cost Index (20-city average) for the month of April over the same Construction Cost Index for the month of April of the prior year. The City Manager may round the Fee adjustment to whole dollars.

B. The Land Cost per acre for the Facilities as shown on Table 5.3 Neighborhood and Community Parks in the 2023 Study Update shall be increased/decreased annually by the percentage increase/decrease between the land cost per acre in the most recent land appraisal (prepared for the City for purposes of adjusting the Fee) over the land cost per acre in the immediately preceding appraisal (prepared for the City for purposes of adjusting the Fee and using the same methodology), calculated as an annual increase/decrease. The City will continue to use the same formula to adjust the Fees on July 1 annually. The City Manager may round the Fee adjustment to whole dollars.

12. Effective Date.

This resolution shall become effective immediately. In compliance with Government Code section 66017, the Fee shall be effective on January 1, 2024.

13. Severability.

Each component of the Fee and all portions of this resolution are severable. Should any individual component of the Fee or other provision of this resolution be adjusted to be invalid and unenforceable, the remaining component or provisions shall be and continue to be fully effective, and the Fee shall be fully effective except as to that component that has been judged to be invalid.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

5478734.2

CITY OF DUBLIN

PUBLIC FACILITIES FEE STUDY UPDATE

FINAL

AUGUST 5, 2023

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Executive Summary

This report summarizes an analysis of public facilities fees needed to support future development in the City of Dublin through 2040. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed on that development in the form of a development impact fee, also known as a public facilities fee. The public facilities and improvements included in this analysis are divided into the fee categories listed below:

- Civic Center Facilities
- Library Facilities
- Aquatic Facilities
- Park Facilities
- Community Recreation Facilities

Background and Study Objectives

The primary policy objective of a development impact fee program is to ensure that new development pays the capital costs associated with development. Although development also imposes operating costs, there is not a similar system to generate revenue from new development for services. The primary purpose of this report is to calculate and present fees that will enable the City to expand its inventory of public facilities, as new development creates increases in service demands.

The City imposes public facilities fees under authority granted by the *Mitigation Fee Act (*the *Act)*, contained in *California Government Code* Sections 66000 *et seq*. This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules contained herein.

All development impact fee-funded capital projects should be programmed through the City's five-year Capital Improvement Plan (CIP). Using a CIP can help the City identify and direct its fee revenue to public facilities projects that will accommodate future development. By programming fee revenues to specific capital projects, the City can help ensure a reasonable relationship between new development and the use of fee revenues as required by the *Mitigation Fee Act*.

Development Impact Fee Schedule Summary

Table E.1 summarizes the proposed development impact fee that would meet the City's identified needs and would comply with the requirements of the *Mitigation Fee Act*.

Table E.1: Maximum Justified Impact Fee Summary by Fee Category

Land Use	Civic Center Facilities	Library Facilities	Parks	Community Recreation Facilities	Aquatic Facilities	Total
Residential Dwelling Unit - per Sq. Ft.	$ 1.15	$ 0.22	$ 15.61	$ 2.12	$ 0.17	$ 19.27
Nonresidential - per Sq. Ft.						
Commercial	$ 0.45	$ 0.07	$ 3.37	$ 0.13	$ 0.01	$ 4.03
Office	0.69	0.11	5.18	0.20	0.02	6.19
Industrial	0.24	0.04	1.84	0.07	0.01	2.20
Senior Service Facility	0.20	0.03	1.51	0.06	0.01	1.80

Sources: Tables 3.5, 4.6, 5.8, 6.5 and 7.4.

Other Funding Needed

Impact fees can only fund the share of public facilities attributable to new development in Dublin. They cannot be used to fund the share of facility needs generated by existing development or by development outside of the City.

Existing Impact Fee Fund Balances

This analysis incorporates the existing impact fee fund balances, by fee category, into the fee calculations. For categories calculated using the planned facilities standard, the fund balance is subtracted from the total cost of planned facilities allocated to new development prior to calculating the cost per capita. Those costs are added to the cost of planned facilities and included in the fee analysis. **Table E.2** summarizes the existing impact fee fund balances.

Table E.2: Impact Fee Fund Balances

Category:	Fund Balances for FY2022-23
Community Park Land	$ 9,888,069
Neighborhood Park Land	10,438,678
Community Park Improvements	(29,855,078)
Neighborhood Park Improvements	4,657,451
Community Buildings	(2,016,678)
Library	(259,698)
Civic Center	6,286,939
Aquatic Center	(3,191,042)
Quimby Act Park In-Lieu Fees	-
Community Nature Park Land	6,386
Community Nature Park Improvements	372,423
Total	$ (3,672,550)

Source: City Of Dublin.

1. Introduction

This report presents an analysis of the need for public facilities to accommodate new development in the City of Dublin. This chapter provides background for the study and explains the study approach under the following sections:

- Public Facilities Financing in California;
- Study Objectives;
- City of Dublin Impact Fee Program;
- Fee Program Maintenance;
- Study Methodology; and
- Organization of the Report.

Public Facilities Financing in California

The changing fiscal landscape in California during the past 45 years has steadily undercut the financial capacity of local governments to fund infrastructure. Three dominant trends stand out:

- The passage of a string of tax limitation measures, starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
- Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses; and
- Steep reductions in federal and state assistance.

Faced with these trends, many cities and counties have had to adopt a policy of "development pays its own way." This policy shifts the burden of funding infrastructure expansion from existing ratepayers and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees. Assessments and special taxes require the approval of property owners and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit all development jurisdiction-wide. Development impact fees need only a majority vote of the legislative body for adoption.

Study Objectives

The primary policy objective of a public facilities fee program is to ensure that new development pays the capital costs associated with development. The City imposes public facilities fees under authority granted by the Mitigation Fee Act (the Act), contained in California Government Code Sections 66000 et seq. This report provides the factual and analytical support for the City Council to make the necessary findings required by the Act for adoption of the fees presented in the fee schedules presented in this report.

Dublin is forecast to experience continued development through 2040. This development will create an increase in demand for public services and the facilities required to deliver them. Given the revenue challenges described above, Dublin has decided to use a development impact fee program to ensure that new development funds the share of facility costs associated with development. This report makes use of the most current available development forecasts and facility plans to update the City's existing fee program to ensure that the fee program accurately represents the facility needs resulting from new development.

City of Dublin Public Facilities Fee Program

Dublin currently charges a variety of impact fees to fund the construction and expansion of public facilities to serve new development. The Dublin Public Facilities Fee (PFF) has been in place since 1996. The PFF funds civic center, parks, library, community recreation facilities, and aquatics facilities. A comprehensive update of the fee was last carried out in 1998 and adopted in 1999. In 2002, MuniFinancial (now Willdan Financial Services) updated the fee for changes in facility costs. In 2015 and in 2017, Willdan updated the fee program again for changes in facility plans and development forecasts. Since that time, the fees have been updated for inflation on a regular basis. Fee programs must be regularly adjusted for inflation, as not doing so can result in impact fees that do not generate sufficient revenues to fully fund facilities to serve new development through the planning horizon.

This report provides a comprehensive update of the fees based on the City's current facility plans, current facility cost estimates, and current population and employment projections for the City of Dublin.

Fee Program Maintenance

Once a fee program has been adopted it must be properly maintained to ensure that the revenue collected adequately funds the facilities needed by new development. To avoid collecting inadequate revenue, the City must update inventories of existing facilities and the costs for planned facilities, and then recalculate the fees to reflect the higher costs. The use of established indices for each facility included in the inventories (land, buildings, and equipment), such as the *Engineering News-Record*, is necessary to accurately adjust the impact fees. For a list of recommended indices, see Chapter 9.

While fee updates using inflation indices are appropriate for annual or periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, it is recommended to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on development forecasts and/or facility plans become available. In this case, it has been two years since the City last comprehensively updated its fee program. For further detail on fee program implementation, see Chapter 9.

Study Methodology

Development impact fees are calculated to fund the cost of facilities required to accommodate development. The six steps followed in this development impact fee study include:

1. **Estimate existing development and future development:** Identify a base year for existing development and a development forecast that reflects increased demand for public facilities;
2. **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
3. **Determine facilities required to serve new development:** Estimate the total amount of planned facilities, and identify the share required to accommodate new development;
4. **Determine the cost of facilities required to serve new development:** Estimate the total amount and the share of the cost of planned facilities required to accommodate new development;
5. **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the development impact fee schedule; and

6. **Identify alternative funding requirements:** Determine if any non-fee funding is required to complete projects.

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development. An example of a facility standard is park acres per 1,000 residents. Using such a standard, the analysis can estimate the amount of parkland needed to serve the increase in population. Facility standards are identified for each facility category included in this analysis. An in-depth discussion of facility standards is included below.

Types of Facility Standards

There are three separate components of facility standards:

- *Demand standards* determine the amount of facilities required to accommodate development, for example, park acres per thousand residents, square feet of library space per capita, or gallons of water per day. Demand standards may also reflect a level of service such as the vehicle volume-to-capacity (V/C) ratio used in traffic planning.
- *Design standards* determine how a facility should be designed to meet expected demand, for example, park improvement requirements and technology infrastructure for City office space. Design standards are typically not explicitly evaluated as part of an impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates the cost of planned facilities built to satisfy the City's facility design standards.
- *Cost standards* are an alternate method for determining the amount of facilities required to accommodate development based on facility costs per unit of demand. *Cost standards* are useful when demand standards were not explicitly developed for the facility planning process. *Cost standards* also enable different types of facilities to be analyzed based on a single measure (cost or value), and are useful when different facilities are funded by a single fee program. Examples include facility costs per capita, cost per vehicle trip, or cost per gallon of water per day.

New Development Facility Needs and Costs

A number of approaches are used to identify facility needs and costs to serve new development. This is often a two-step process: (1) identify total facility needs, and (2) allocate to new development its fair share of those needs.

There are three common methods for determining new development's fair share of planned facilities costs: the **system plan method**, the **planned facilities method,** and the **existing inventory method**. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method are summarized below:

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when planned facilities will entirely serve new development, or when a fair share allocation of the cost of planned facilities to new development can be estimated. An example of the former is a wastewater trunk line extension to a previously undeveloped area. An example of the latter is expansion of an existing library building and book collection, which will be needed only if new development occurs, but which, if built, will in part benefit existing development, as well. Under this method new development funds the expansion of facilities at the standards used in the applicable planning documents. This approach is used to calculate the civic center facilities, library facilities and park facilities fees in this report.

System Plan Method

This method calculates the fee based on: the value of existing facilities plus the cost of planned facilities, divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities + Cost of Planned Facilities}}{\text{Existing + New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that together achieve the desired level of service.

The system plan method ensures that new development does not pay for existing deficiencies. Often facility standards based on policies such as those found in General Plans are higher than the existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities required to correct the deficiency to ensure that new development receives the level of service funded by the impact fee. This method is used to calculate the community center facilities and aquatic facilities fees in this study.

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Future facilities to serve development are identified through an annual capital improvement plan and budget process, possibly after completion of a new facility master plan. This approach is not used in this report.

Administrative Costs

This report presents a fee schedule for each facility category examined in the analysis. The total fee includes a one percent (1%) administrative charge to fund costs that include: a standard overhead charge applied to all City programs for legal, accounting, and other departmental and administrative support, and fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

In Willdan's experience with impact fee programs, one percent of the base fee adequately covers the cost of fee program administration. The administrative charge is not an impact fee; rather, it is a user fee. It should be reviewed and adjusted during comprehensive impact fee updates to ensure that revenue generated from the charge sufficiently covers, but does not exceed, the administrative costs associated with the fee program.

Organization of the Report

The determination of a public facilities fee begins with the selection of a planning horizon and identification of development projections for population and employment. These projections are used throughout the analysis of different facility categories and are summarized in Chapter 2.

Chapters 3 through 7 identify facility standards and planned facilities, allocate the cost of planned facilities between new development and other development, and identify the appropriate development impact fee for each of the following facility categories:

- Civic Center Facilities
- Library Facilities
- Aquatic Facilities
- Park Facilities
- Community Recreation Facilities

Chapter 8 describes how this study complies with the requirements of AB 602.

Chapter 9 details the procedures that the City must follow when implementing a development impact fee program. Impact fee program adoption procedures are found in *California Government Code* Sections 66016 through 66018.

The five statutory findings required for adoption of the proposed public facilities fees in accordance with the Mitigation Fee Act are documented in Chapter 10.

2. Development Forecast

Development projections are used as indicators of demand to determine facility needs and allocate those needs between existing and new development. This chapter explains the source for the development projections used in this study based on a 2023 base year and a planning horizon of 2040.

Estimates of existing development and projections of future development are critical assumptions used throughout this report. These estimates are used as follows:

- The estimate of existing development in 2023 is used as an indicator of existing facility demand and to determine existing facility standards.
- The estimate of total development at 2040 is used as an indicator of future demand to determine total facilities needed to accommodate development and remedy existing facility deficiencies, if any.
- Estimates of development from 2023 through 2040 are used to (1) allocate facility costs between new development and existing development, and (2) estimate total fee revenues.

The demand for public facilities is based on the service population, dwelling units or nonresidential development creating the need for the facilities. The service populations for all facilities included in this study include a varying weighted amount of workers, by category, to reflect varying levels of demand for facilities.

Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, development projections distinguish between different land use types. The land use types that impact fees have been calculated for are defined below.

- **Residential dwelling units:** All residential dwelling units including detached and attached one-unit dwellings (Includes single family homes and townhomes) and attached multifamily dwellings including duplexes and condominiums. Fees charged per square foot.
- **Commercial**: All commercial, retail, educational, and hotel/motel development.
- **Office**: All general, professional, and medical office development.
- **Industrial**: All manufacturing and warehouse development.
- **Senior Service Facilities:** Convalescent care facilities.

Some developments may include more than one land use type, such as a mixed-use development with both multi-family and commercial uses. In those cases, the facilities fee would be calculated separately for each land use type.

The City has the discretion to determine which land use type best reflects a development project's characteristics for purposes of imposing an impact fee and may adjust fees for special or unique uses to reflect the impact characteristics of the use.

Impact Fees for Accessory Dwelling Units

The California State Legislature recently amended requirements on local agencies for the imposition of development impact fees on accessory dwelling units (ADU) with Assembly Bill AB 68 in 2021. The amendment to California Government Code §65852.2(f)(2) stipulates that local agencies may not impose any impact fees on ADUs less than 750 square feet. ADUs greater

than 750 square feet can be charged impact fees in proportion to the size of the primary dwelling unit.

Calculating Impact Fees for Accessory Dwelling Units

For ADUs greater than 750 square feet, impact fees can be charged as a percentage of the single family impact fee. The formula is:

$$\frac{ADU\ Square\ Feet}{Primary\ Residence\ Square\ Feet} \times Single\ Family\ Impact\ Fee = ADU\ Impact\ Fee$$

In the case of an 800 square foot ADU and a 1,600 square foot primary residence, the impact fees would be 50 percent (800 square feet / 1,600 square feet = 50%) of the single family dwelling unit fee.

Existing and Future Development

Table 2.1 shows the estimated number of residents, dwelling units, workers, and building square feet in Dublin, both in 2023 and in 2040. These estimates are used to calculate the fees for all fee categories.

The current population estimate for Dublin comes from the California Department of Finance (DOF). The population projection of population and dwelling units is based on the City's General Plan, plus additional housing opportunity sites identified in the City's recent housing element.

Base year workers were estimated based on data provided by the California Employment Development Department (EDD). The projected increase in employment is based on projections for Dublin from the Association of Bay Area Governments (ABAG) *Plan Bay Area*.

Table 2.1: Current Population and Employment Estimates

	2023	2040	Growth (2023-2040)
Residents[1]	67,734	81,708	13,974
Dwelling Units[1]			
Single Family / Townhome	17,082	18,839	1,757
Multi-family / Apartment / Condominium	8,222	11,843	3,621
Total	25,304	30,682	5,378
Employment[2]	21,702	31,115	9,413

[1] Base year population from CA Department of Finance, Table E-5. Excludes group quarters. 2040 estimate calculated by multiplying increase in dwelling units by current occupant densities for single family and multifamily units.

[2] Base year employment from OnTheMap. Excludes local government employees. 2040 estimate of employment in Dublin from ABAG's Plan Bay Area.

Sources: City of Dublin; California Department of Finance, Table E-5, 2023; California Employment Development Department, QCEW, 2021; Association of Bay Area Governments, *Plan Bay Area* ; Willdan Financial Services.

Occupant Densities

All fees in this report are calculated based on dwelling units or building square feet. Because service demand is based on population, it is necessary to use occupant density assumptions to calculate per-unit and per-square-foot fees. Occupant density assumptions ensure a reasonable relationship between the size of a development project, the increase in service population associated with the project, and the amount of the fee.

Occupant densities (residents per dwelling unit or workers per building square foot) are the most appropriate characteristics to use for most impact fees. The fee imposed should be based on the land use type that most closely represents the probable occupant of the development.

The average occupant density factors used in this report are shown in **Table 2.2**. The residential occupant density factor across all dwelling units was calculated using the most recently available data from US Census' American Community Survey specific to the City of Dublin. Table B25033 identifies the estimated population and Table B25024 identifies the total number of dwelling units. The average occupant density calculated by dividing the population by the estimate of total dwelling units is shown in Table 2.2.

The nonresidential occupancy factors are derived from data from the Institute of Traffic Engineers Trip Generation Manual, 11th Edition.

Table 2.2: Occupancy Density Assumptions

Residential Dwelling Units	2.70	Persons per dwelling unit
Nonresidential		
Commercial	2.12	Employees per 1,000 sq. ft.
Office	3.26	Employees per 1,000 sq. ft.
Industrial	1.16	Employees per 1,000 sq. ft.
Senior Service Facility	0.95	Employees per 1,000 sq. ft.

Sources: Tables B25024 and B25033, U.S. Census Bureau, 2021 American Community Survey; ITE Trip Generation Manual, 11th Edition; Willdan Financial Services.

3. Civic Center Facilities

The purpose of the civic center impact fee is to fund the civic center facilities needed to serve new development. The existing civic center currently houses City administration and police services.

Service Population

Civic center facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

Table 3.1 shows the existing and future projected service population for civic center facilities. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for this service, it is reasonable to assume that demand for these services is less for one worker compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.31-weighting factor for workers is based on a 40-hour workweek divided by the total number of non-work hours in a week (128) and reflects the degree to which nonresidential development yields a lesser demand for civic center facilities.

Table 3.1: Civic Center Impact Fee Service Population

	A **Persons**	*B* **Weighting Factor**	*A x B = C* **Service Population**
Residents			
Existing (2023)	67,734	1.00	67,734
New Development (2023-2040)	13,974	1.00	13,974
Total (2040)	81,708		81,708
Workers			
Existing (2023)	21,702	0.31	6,728
New Development (2023-2040)	9,413	0.31	2,918
Total (2040)	31,115		9,646
Combined			
Existing (2023)			74,462
New Development (2023-2040)			16,892
Total (2040)			91,354

Note: Workers are weighted at 0.31 of residents based on the ratio of work hours to non-work hours in a week (40/128). Totals have been rounded to the nearest hundred.

Sources: Table 2.1; Willdan Financial Services.

Facility Inventories and Standards

This section describes the City's civic center facility inventory and facility standards.

Existing Inventory

Table 3.2 shows the existing civic center building and land inventory. The replacement cost for the building is based on an estimate from the City's prior impact fee study adjust for inflation to 2023. The value of land is assumed to be $1,544,300 and is based on an analysis of commercial land sales comparisons from 2018 to 2022 within the City as reported by Costar.

Table 3.2: Existing Civic Center Facilities Inventory

	Inventory	Unit Cost	Replacement Cost
Civic Center			
Land[1]	8.51 acres	$ 1,544,300	$ 13,141,993
Building[2]	26,344 sq. ft.	566	14,909,199
Vehicles	3 vehicles	31,000	93,000
Subtotal			$ 28,144,192
Public Safety Complex			
Land[1]	5.74 acres	$ 1,544,300	$ 8,864,282
Building[2]	25,836 sq. ft.	715	10,971,370
Vehicles	56 vehicles	40,948	2,293,082
Subtotal			$ 22,128,734
Total Value - Civic Center			$ 50,272,926

[1] Land value for commercial land based on analysis of commercial land sales comparisons in Dublin as reported by Costar from 2018 to 2022.

[2] Building values adjusted for inflation from prior nexus study in 2017 to 2023 using the Engineering News Record's Building Cost Index. Replacement cost excludes $7,513,061 which is the net cost borrowed from the General Fund in order to construct the facility, shown in Table 3.3.

Sources: City of Dublin; Engineering News Record; Costar; Willdan Financial Services.

Planned Facilities

The City of Dublin plans to make improvements to the public safety complex. The total cost of the improvement is $13.8 million. **Table 3.3** presents the planned civic center facilities cost estimates.

Table 3.3: Planned Civic Center Facilities

	Total Cost
Pubic Safety Complex	$ 13,800,000
Less Existing Fund Balance	6,286,939
Net Cost - Planned Civic Center Facilities	$ 7,513,061

Source: City of Dublin.

Cost Allocation

Existing Level of Service

Per the nexus study requirements that went into effect of January 1, 2022, a nexus study "shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate." **Table 3.4** expresses the City's current civic center facilities level of service in terms of an existing cost per capita. This cost per capita is not used in the fee calculation, rather it is shown here for informational purposes only.

Once the planned facilities have been constructed and new development has increased the City's service population the resulting facility cost per capita will be lower than the cost per capita shown in Table 3.4.

Table 3.4: Civic Center Facilities Existing Standard

Value of Existing Facilities	$	50,272,926
Existing Service Population		74,462
Cost per Capita	$	675
Facility Standard per Resident	$	675
Facility Standard per Worker[1]		209

[1] Based on a weighing factor of 0.31.

Sources: Tables 3.1 and 3.2; Willdan Financial Services.

Future Level of Service

Table 3.5 details the calculation of the planned facilities per capita standard. This value is calculated by dividing the total cost of planned facilities by the increase in service population. The value per capita is multiplied by the worker-weighting factor of 0.31 to determine the value per worker. This level of service standard is lower than the existing standard. This level of service is appropriate because it is the level of service resulting from the buildout of the City's planned facilities.

Table 3.5: Civic Center Facilities Planned Facilities Standard

Cost of Planned Facilities	$ 7,513,061
(Less Existing Fund Balance)	(372,423)
Net Value of Planned Facilities	$ 7,140,638
Service Population Growth (2023 to 2040)	16,892
Cost per Capita	$ 423
Facility Standard per Resident	$ 423
Facility Standard per Worker[1]	131

[1] Based on a weighing factor of 0.31.

Sources: Tables 3.1 and 3.3; Willdan Financial Services.

Projected Fee Revenue

Under the planned facilities approach, the projected fee revenue is equal to the net cost of the planned facilities.

Fee Schedule

Table 3.6 shows the maximum justified civic center facilities fee schedule. The cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

Table 3.6: Civic Center Facilities Fee - Planned Facilities Standard

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee[1]	D = C x 0.01 Admin Charge[1, 2]	E = C + D Total Fee[1]	E / 1,000 Fee per Sq. Ft.[3]
Residential Dwelling Unit	$ 423	2.70	$ 1,142	$ 11	$ 1,153	$ 0.72
Nonresidential						
Commercial	$ 131	2.12	$ 278	$ 3	$ 281	$ 0.28
Office	131	3.26	427	4	431	0.43
Industrial	131	1.16	152	2	154	0.15
Senior Care Facility	131	0.95	124	1	125	0.13

[1] Fee per average sized dwelling unit (residential) or per 1,000 square feet (nonresidential).

[2] Administrative charge of 1.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.

[3] Assumes average dwelling unit is 1,603 square feet based on an analysis of building permits issued between 7-1-2021 and 6-30-2022.

Sources: Tables 2.2 and 3.5; Willdan Financial Services

4. Library Facilities

The purpose of the fee is to ensure that new development funds its fair share of library facilities. A fee schedule is presented based on the planned facilities standard of library facilities in the City of Dublin to ensure that new development provides adequate funding to meet its needs.

Service Population

Library facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

Table 4.1 shows the existing and future projected service population for library facilities. The 0.25-weighting factor for workers is based on analysis contained in the *Public Facilities Fee Study* update completed in 1998 by Hausrath Economics Group for the City of Dublin. That analysis relied on survey data of nonresidential facilities use in nearby Pleasanton. Since Dublin and Pleasanton are adjacent suburban cities in the East Bay, it is reasonable to assume that worker demand for these types of facilities from Pleasanton is similar to worker demand in Dublin.

Table 4.1: Library Service Population

	A	*B*	*A x B = C*
	Persons	**Weighting Factor**	**Service Population**
Residents			
Existing (2023)	67,734	1.00	67,734
New Development (2023-2040)	13,974	1.00	13,974
Total (2040)	81,708		81,708
Workers			
Existing (2023)	21,702	0.25	5,426
New Development (2023-2040)	9,413	0.25	2,353
Total (2040)	31,115		7,779
Combined			
Existing (2023)			73,160
New Development (2023-2040)			16,327
Total (2040)			89,487

[1] Demand per worker is weighted at 0.25 of demand per resident based on the Public Facilities Fee Study update completed in 1998 by Hausrath Economics Group. Totals have been rounded to the nearest hundred.

Source: *Public Facilities Fee Study, 1998 Update,* Hausrath Economics Group; City of Dublin; Table 2.1, Willdan Financial Services.

Facility Inventories, Plans & Standards

Table 4.2 shows the existing inventory of library facilities in the City of Dublin. The replacement cost for the building is based on an estimate from the City's prior impact fee study adjust for inflation to 2023. The value of land is assumed to be $1,544,300 and is based on an analysis of commercial land sales comparisons from 2018 to 2022 within the City as reported by Costar.

Table 4.2: Existing Library Facilities Inventory

	Amount		Unit Cost	Total Replacement Cost
Existing				
Land	3.75	acres	$ 1,544,300	$ 5,791,100
Building[1]	37,000	sq. ft.	730	27,010,000
Total Value of Existing Facilities				$ 32,801,100

[1] The 37,000 square foot library building was completed in Fiscal Year 2002-03 and 30,000 square feet was occupied. The 21st Century Room was built out in FY 2016-17. The remaining 5,150 square feet of unoccupied space was reserved for future tenant improvements.

Sources: City of Dublin; Costar; Willdan Financial Services.

Planned Facilities

Table 4.3 displays the planned library facilities. The City plans to make tenant improvements to the unimproved area of the existing library. The total cost of planned library improvements is approximately $1.8 million.

Table 4.3: Planned Library Facilities

	Amount		Unit Cost	Total Cost
Building Improvements				
Civic Center Library Improvements - Phase II	5,150	sq. ft.	$ 356	$1,835,665
Total Cost - Planned Library Facilities				$1,835,665

Source: City of Dublin Capital Improvement Program 2022-2027.

Facility Standards

Table 4.4 calculates the existing and future library facility standards. At buildout the City will have a standard of 0.41 library square feet per capita, which is less than the existing facility standard.

Table 4.4: Library Square Feet per Capita

	Existing	2040
Library Square Feet[1]	31,850	37,000
Service Population[2]	73,160	89,487
Square Feet per Capita	0.44	0.41

[1] City constructed 37,000 square foot library building in 2002-03, but only furnished 31,850 square feet of the building. Remainder is funded through this impact fee.

[2] Includes residents and weighted workers. See Table 4.1.

Sources: Tables 4.1, 4.2 and 4.3.

Existing Level of Service

Per the nexus study requirements that went into effect of January 1, 2022, a nexus study "shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate." **Table 4.5** expresses the City's current library facilities level of service in terms of an existing cost per capita. This cost per capita is not used in the fee calculation, rather it is shown here for informational purposes only.

Once the planned facilities have been constructed and new development has increased the City's service population the resulting facility cost per capita will be lower than the cost per capita shown in Table 4.5.

Table 4.5: Library Facilities Existing Standard

Value of Existing Facilities	$	32,801,100
Existing Service Population		73,160
Cost per Capita	$	448
Facility Standard per Resident	$	448
Facility Standard per Worker[1]		112

[1] Based on a weighing factor of 0.25.

Sources: Tables 4.1 and 4.2; Willdan Financial Services.

Future Level of Service

Table 4.6 displays the calculation of the planned facilities per capita standard. This value is calculated by dividing the net cost of the planned facilities by the increase in service population. The value per capita is multiplied by the worker-weighting factor of 0.25 to determine the value per worker. This level of service is appropriate because it is the level of service resulting from the buildout of the City's planned facilities.

In this case, the negative impact fee fund balance is also included as a planned facilities cost. The fund balance was loaned from the General Fund to the library impact fee fund and was spent on facilities to serve new development, ahead of that development. In total, approximately $2.1 million of facilities to serve new development will be funded through the impact fee.

Table 4.6: Library Facilities Planned Facilities Standard

	Calculation	
Value of Planned Facilities	*A*	$ 1,835,665
Existing Fund Balance	*B*	(259,698)
Net Cost of Planned Facilities	*C = A - B*	$ 2,095,363
Service Population Growth (2023 to 2040)	*D*	16,327
Cost per Capita	*E = C / D*	$ 128
Facility Standard per Resident	*E*	$ 128
Facility Standard per Worker[1]	*F = E x 0.25*	32

[1] Based on a worker weighting factor of 0.25.

Sources: Tables 4.1, and 4.3; Willdan Financial Services.

Projected Fee Revenue

Under the planned facilities approach, the projected fee revenue is equal to the net cost of the planned facilities.

Fee Schedule

Table 4.7 shows the maximum justified library facilities fee schedule. The cost per capita is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

Table 4.7: Library Facilities Fee - Planned Facilities Standard

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee[1]	D = C x 0.01 Admin Charge[2]	E = C + D Total Fee[1]	E / Average Fee per Sq. Ft.[3]
Residential Dwelling Unit	$ 128	2.70	$ 346	$ 3	$ 349	$ 0.22
Nonresidential						
Commercial	$ 32	2.12	$ 68	$ 1	$ 69	$ 0.07
Office	32	3.26	104	1	105	0.11
Industrial	32	1.16	37	-	37	0.04
Senior Service Facility	32	0.95	30	-	30	0.03

[1] Fee per average sized dwelling unit (residential) or per 1,000 square feet (nonresidential).
[2] Administrative charge of 1.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes average dwelling unit is 1,603 square feet based on an analysis of building permits issued between 7-1-2021 and 6-30-2022.

Sources: Tables 2.2 and 4.6; Willdan Financial Services.

5. Park Facilities

The purpose of this fee is to generate revenue to fund the park facilities needed to serve new development. The impact fee is based on new development contributing to a 5.0 per 1,000 resident park acre standard by 2040.

Service Population

Facility standards for parks are typically expressed as a ratio of park acres per 1,000 residents. As residents are considered to be the primary users of parks in Dublin, demand for parks and associated facilities is based on the City's residential population, rather than a combined resident-worker service population. However, when allocating costs for community parks, a share of demand is allocated to workers. The 0.23-weighting factor for worker demand for community parks is based on analysis contained in the *Public Facilities Fee Study* update completed in 1998 by Hausrath Economics Group for the City of Dublin. That analysis relied on survey data of nonresidential facilities use in nearby Pleasanton. Since Dublin and Pleasanton are adjacent suburban cities in the East Bay, it is reasonable to assume that worker demand for these types of facilities from Pleasanton is similar to worker demand in Dublin.

Table 5.1 provides estimates of the City's current and projected park service population.

Table 5.1: Parks Service Population

	A **Persons**	*B* **Weighting Factor**	*A x B = C* **Service Population**
Residents			
Existing (2023)	67,734	1.00	67,734
New Development (2023-2040)	13,974	1.00	13,974
Total (2040)	81,708		81,708
Workers			
Existing (2023)	21,702	0.23	4,991
New Development (2023-2040)	9,413	0.23	2,165
Total (2040)	31,115		7,156
Combined			
Existing (2023)			72,725
New Development (2023-2040)			16,139
Total (2040)			88,864

[1] Worker demand is weighted at 0.23 of resident demand based on the *City of Dublin Public Facilities Fee Study* completed 1998 by Hausrath Economics Group. Totals have been rounded to the nearest hundred.

Source: *Public Facilities Fee Study, 1998 Update,* Hausrath Economics Group; City of Dublin; Table 2.1, Willdan Financial Services.

Facility Inventories and Standards

This section describes the City's park facility inventory, facility standards, and park facility costs.

Existing Inventory

The City of Dublin maintains several park and recreation facilities throughout the city. **Table 5.2** summarizes the City's existing parkland inventory. All facilities are located within the City limits. School parks are included because the City has joint use agreements for using the school park facilities outside of school hours. School parks are counted as neighborhood parks for the purpose of calculating parkland standards.

Table 5.2: Parkland Inventory

Name	Improved Acres	Unimproved Acres	Total
Community Parks			
Don Biddle Community Park	30.00	-	30.00
Dublin Heritage Park & Museums	10.00	-	10.00
Dublin Sports Grounds	22.80	-	22.80
Emerald Glen Park	49.00	-	49.00
Fallon Sports Park	60.10	-	60.10
Jordan Ranch Community Park (GH PAC Vest)	-	7.20	7.20
Shannon Park	9.60	-	9.60
Wallis Ranch Community Park	-	8.85	8.85
Subtotal	181.50	16.05	197.55
Community Parks - Nature Based			
Iron Horse Nature Park	-	12.10	12.10
Sunrise Park	10.80	-	10.80
Subtotal	10.80	12.10	22.90
Neighborhood Parks			
Alamo Creek Park	5.30	-	5.30
Bray Commons	4.80	-	4.80
Clover Park	2.00	-	2.00
Cottonwood Creek Park & School	10.08	-	10.08
Croak North	-	5.00	5.00
Croak South	-	6.50	6.50
Devany Square	2.00	-	2.00
Dolan Park	4.90	-	4.90
Downtown Square		1.00	1.00
Dougherty Hills Dog Park	1.40	-	1.40
Dublin Crossing Neighborhood Park School Site	-	5.00	5.00
Jordan Ranch Park	4.90	-	4.90
Jordan Ranch Neighborhood Square	-	2.00	2.00
Kolb Park	4.90	-	4.90
Mape Memorial Park	2.60	-	2.60
Passatempo Park	5.10	-	5.10
Piazza Sorrento	2.00	-	2.00
Positano Hills Park	4.60	-	4.60
Schaefer Ranch Park	6.30	-	6.30
SCS Linear Park	-	2.50	2.50
Sean Diamond Park	5.03	-	5.03
Stagecoach Park	0.90	-	0.90
Ted Fairfield Park	6.90	-	6.90
Butterfly Knoll Park	1.08	-	1.08
Subtotal	74.79	22.00	96.79
School Parks	43.60	-	43.60
Total	310.69	50.15	360.84

Source: City of Dublin, Parks and Recreation Master Plan, 2022.

Parkland Unit Costs

Table 5.3 shows the estimated cost per acre for developing parkland, including land acquisition, standard park improvements, including construction and soft costs. The value of land is assumed to be $3,559,500 and is based on an analysis of residential land sales comparisons from 2018 to 2022 within the City as reported by Costar. The facility development cost per acre, by park type, is added to the standard land acquisition costs, to determine the total cost to develop an acre of neighborhood, community, or nature-based community parkland within the City. Nature-based community parkland is assumed to cost $15 per square foot.

Table 5.3: Park Facilities Unit Costs

Item	Neighborhood Parks	Community Parks	Community Parks - Nature Based
Improvement Cost per Acre[1]	$ 1,630,000	$ 1,320,000	$ 386,500
Land Acquisition per Acre[2]	3,559,500	3,559,500	653,400
Total - Land and Improvements Cost per Acre	$ 5,189,500	$ 4,879,500	$ 1,039,900

[1] Improvement costs estimated based on CIP cost estimates for Jordan Ranch Neighborhood Square, Wallis Community Park and Iron Horse Nature Park and Open Space, respectively.

[2] Land value for parkland land based on analysis of residential land sales comparisons in Dublin as reported by Costar from 2018 to 2022. Nature based parkland assumed to cost $15 per square foot, consistent with prior impact fee study.

Sources: City of Dublin Capital Improvement Program 2022-2027; Costar; Willdan Financial Services.

Improved Parkland Equivalent

Before calculating the existing parkland standard, unimproved parkland owned by the City must be converted to an equivalent amount of improved parkland. This conversion is necessary so that the resulting parkland standards calculated later in this chapter reflects the City's investment in parkland. Unimproved parkland costs less than improved parkland. If unimproved parkland was used to calculate the parkland standard, then the resulting standard would overstate the City's standards. Similarly, if unimproved parkland were completely excluded from the calculation of the City's parkland standard, then the resulting standard would be understated.

Table 5.4 details this conversion. The conversion is based on the ratio of the cost of an improved acre of land (including land and improvements) relative to an acre of unimproved parkland (only land), by park type.

Table 5.4: Undeveloped Parkland Equivalent

Type	Neighborhood Parks	Community Parks	Community Parks - Nature Based	Total
Parkland Improved	$ 5,189,500	$ 4,879,500	$ 1,039,900	
Undeveloped Land	3,559,500	3,559,500	653,400	
Undeveloped Land Costs Percentage of Parkland costs	68.59%	72.95%	62.83%	
Undeveloped Acres	22.00	16.05	12.10	50.15
Equivalent Improved Acres	15.09	11.71	7.60	34.40

Sources: Tables 5.2 and 5.3; Willdan Financial Services.

Existing Park Facility Standards

Table 5.5 shows the existing parkland standard based on the parkland acreage shown in Table 5.2, the improved equivalent acres calculated in Table 5.4 and the existing residential population shown in Table 5.1. The City has an existing standard of 5.09 acres of parkland per 1,000 residents. The City's current policy standard shown in the City's *Parks and Recreation Master Plan* is 5.0 acres per 1,000 residents. The standard is segmented between park types.

Table 5.5: Existing Parkland Standards

	Neighborhood Parks[1]	Community Parks	Community Parks - Nature Based	Total
Existing Developed Acres	118.39	181.50	10.80	310.69
Equivalent Unimproved	15.09	11.71	7.60	34.40
Total	133.48	193.21	18.40	345.09
Existing Population	67,734	67,734	67,734	
Existing Standard	1.97	2.85	0.27	5.09

[1] Includes neighborhood parks and school parks.

Sources: Tables 5.1, 5.2; Willdan Financial Services.

Facilities Needed to Accommodate New Development

Recognizing that increased housing allocations have increased projected residential development since the City's 2017 Public Facilities Fee Update Study, in June 2023, the City revised it's park standards. The City still has an overall park standard of 5.0 acres per 1,000 residents, but the

component standards have been adjusted such that the City can achieve the standards for each type of park land. This was done because the available land for developing new community parks is constrained, and the City does not expect that it can acquire enough land to meet the prior standard given the increased population growth assumptions. It should be noted that the new policy standards noted below are less than the existing facility standards. Consequently, new development will fund parks at a lower standard than currently exists for neighborhood and community parks, and the standard achieved by 2040 will equal the policy standards. The community nature based park component will be charged at a higher standard than currently exists because there is not enough community parkland available to meet the community park standard, so that responsibility is shifted to the community nature based park category. It should be noted that the acquisition and improvement of community nature based parks costs less than that of a community park, while the community nature based standard is increasing, the cost to new development is lower than it would have been, had new development been asked to maintain the current community park standard.

Table 5.6 calculates the value of the park facilities needed to accommodate new development at the City's policy standards, segmented by park type.

For improvement needs, the policy standard per type of parkland is multiplied by the increase in service population to determine the total amount of improvements needed through buildout. Expected developer parkland credits, and fund balance equivalents are subtracted from the total needed improvement acreage to determine the net park improvement needs.

For land needs, the policy standard per type of parkland is multiplied by the increase in service population to determine the total amount of improvements needed through buildout. Expected developer parkland credits and the existing amount of unimproved acreage are subtracted to determine the net amount of land needed to serve new development.

The net improvement needs, and net land needs are then multiplied by the cost of improvements and land to determine the total cost of parkland facilities to serve new development. Existing fund balances, by category, are subtracted from the costs to determine the parkland and improvement costs remaining to achieve the policy standards by the planning horizon. In total, $135.9 million in parkland and improvements are needed to serve new development through the planning horizon.

Table 5.6: Park Facilities to Accommodate New Development

	Neighborhood Parks	Community Parks	Community Parks - Nature Based	Total
2040 Park Policy Standard	1.70	2.40	0.90	5.00
2040 Residents	81,708	81,708	81,708	
Developed Acres in 2040	140.39	196.10	73.54	
Existing Land Acres	140.39	197.55	22.90	
Existing Improved Acres	118.39	181.50	10.80	
Land Acquisition				
Net Acreage Needs	-	-	50.64	
Land Credits	8.87	7.97	1.53	
Fund Balance Equivalent	2.93	2.78	0.01	
Net Land Acquisition	-	-	49.10	
Cost per Acre	$ 3,559,500	$ 3,559,500	$ 653,400	
Cost of Land Acquisition	-	-	32,081,135	
Improvements				
Net Improvement Needs	22.00	14.60	62.74	
Improvement Credits	0.20	-	0.21	
Fund Balance Equivalent	2.86	(22.62)	0.96	
Net Improvement Needs	18.94	37.22	61.57	
Cost per Acre	$ 1,630,000	$ 1,320,000	$ 386,500	
Cost of Park Improvements	30,868,441	49,129,344	23,795,839	
Total Cost to Meet Standards by 2040	$ 30,868,441	$ 49,129,344	$ 55,876,974	$ 135,874,759

Sources: City of Dublin, Table 5.3, Willdan Financial Services.

Parks Cost per Capita

Table 5.7 calculates the cost per capita necessary to achieve the parkland policy standards by the planning horizon. The net cost of land and improvements identified in Table 5.6 are divided by the increase in service population to determine the cost per capita. The service population for neighborhood parks only includes residents. The service population for community parks and nature-based community parks includes residents and a weighted amount of workers. The cost per capita is shown separately for land and improvements and for each type of park facility.

Table 5.7: Cost per Capita Standard

	Calculation	Neighborhood Parks[1]	Community Parks[2]	Com. Nature Parks[2]	Total
New Development Net Facility Needs					
Improvements[3]	*A*	$ 30,868,441	$ 49,129,344	$ 23,795,839	$ 103,793,624
Land	*B*	-	-	32,081,135	32,081,135
Total	*C = A + C*	$ 30,868,441	$ 49,129,344	$ 55,876,974	$ 135,874,759
Service Population Growth[3]	*D*	13,193	15,358	15,358	
Service Population Growth (Land)[3]	*E*	13,193	15,358	15,358	
Cost per Capita					
Improvements	*F = A / D*	$ 2,340	$ 3,199	$ 1,549	$ 7,088
Land	*G = B / E*	-	-	2,089	2,089
Total Cost per Resident	*H = F + G*	$ 2,340	$ 3,199	$ 3,638	$ 9,177
Improvements	*I = F x 0.23*	$ -	$ 736	$ 356	$ 1,092
Land	*J = G x 0.23*	-	-	480	480
Total Cost per Worker	*K= I + J*	$ -	$ 736	$ 837	$ 1,573

[1] Neighborhood parks fee does not apply to nonresidential development.
[2] Service population growth includes residents plus weighted workers equivalent to 2,769 residents.
[3] Population growth totaling 781 residents from Dublin Crossings is excluded from this table for both land and improvements.

Sources: Tables 5.3 and 5.5; Willdan Financial Services.

Fee Schedule

Tables 5.8 shows the maximum justified park facilities fee schedule for residential and nonresidential land uses. The cost per capita from Table 5.7 is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

Table 5.8: Park Facilities Impact Fee Schedule

Land Use	A Cost Per Resident/ Worker	B Density	C = A x B Base Fee[1]	D Admin Charge[2]	E = C + D Total Fee	E / Average Fee per Sq. Ft.[3]
Residential						
Residential Dwelling Unit						
Neighborhood Parkland	$ -	2.70	$ -	$ -	$ -	$ -
Community Parkland	-	2.70	-	-	-	-
Community Parkland - Nature Based	2,089	2.70	5,640	56	5,696	3.55
Neighborhood Park Improvements	2,340	2.70	6,318	63	6,381	3.98
Community Park Improvements	3,199	2.70	8,637	86	8,723	5.44
Nature Based Community Park Improvements	1,549	2.70	4,182	42	4,224	2.64
Total	$ 9,177		$ 24,777	$ 247	$ 25,024	$ 15.61
Nonresidential						
Commercial						
Neighborhood Parkland	$ -	2.12	$ -	$ -	$ -	$ -
Community Parkland	-	2.12	-	-	-	-
Community Parkland - Nature Based	480	2.12	1,018	10	1,028	1.03
Neighborhood Park Improvements	-	2.12	-	-	-	-
Community Park Improvements	736	2.12	1,560	16	1,576	1.58
Nature Based Community Park Improvements	356	2.12	755	8	763	0.76
Total	$ 1,572		$ 3,333	$ 34	$ 3,367	$ 3.37
Office						
Neighborhood Parkland	$ -	3.26	$ -	$ -	$ -	$ -
Community Parkland	-	3.26	-	-	-	-
Community Parkland - Nature Based	480	3.26	1,565	16	1,581	1.58
Neighborhood Park Improvements	-	3.26	-	-	-	-
Community Park Improvements	736	3.26	2,399	24	2,423	2.42
Nature Based Community Park Improvements	356	3.26	1,161	12	1,173	1.17
Total	$ 1,572		$ 5,125	$ 52	$ 5,177	$ 5.18
Industrial						
Neighborhood Parkland	$ -	1.16	$ -	$ -	$ -	$ -
Community Parkland	-	1.16	-	-	-	-
Community Parkland - Nature Based	480	1.16	557	6	563	0.56
Neighborhood Park Improvements	-	1.16	-	-	-	-
Community Park Improvements	736	1.16	854	9	863	0.86
Nature Based Community Park Improvements	356	1.16	413	4	417	0.42
Total	$ 1,572		$ 1,824	$ 19	$ 1,843	$ 1.84
Senior Service Facility						
Neighborhood Parkland	$ -	0.95	$ -	$ -	$ -	$ -
Community Parkland	-	0.95	-	-	-	-
Community Parkland - Nature Based	480	0.95	456	5	461	0.46
Neighborhood Park Improvements	-	0.95	-	-	-	-
Community Park Improvements	736	0.95	699	7	706	0.71
Nature Based Community Park Improvements	356	0.95	338	3	341	0.34
Total	$ 1,572		$ 1,493	$ 15	$ 1,508	$ 1.51

[1] Fee per average sized dwelling unit (residential) or per 1,000 square feet (nonresidential).
[2] Administrative charge of 1.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes average dwelling unit is 1,603 square feet based on an analysis of building permits issued between 7-1-2021 and 6-30-2022.

Sources: Tables 2.2 and 5.7; Willdan Financial Services.

6. Community Recreation Facilities

The purpose of the community recreation facilities impact fee is to fund the community recreation facilities needed to serve new development. A proposed fee is presented based on the system standard of community recreation facilities per capita.

Service Population

Community recreation center facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

Table 6.1 shows the existing and future projected service population for community recreation facilities. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for this service, it is reasonable to assume that demand for these services is less for one worker compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.05-weighting factor for workers is based on analysis contained in the *Public Facilities Fee Study* update completed in 1998 by Hausrath Economics Group for the City of Dublin. That analysis relied on survey data of nonresidential facilities use in nearby Pleasanton. Since Dublin and Pleasanton are adjacent suburban cities in the East Bay, it is reasonable to assume that worker demand for these types of facilities from Pleasanton is similar to worker demand in Dublin.

Table 6.1: Community Recreation Facilities Service Population

	A Persons	*B* Weighting Factor	*A x B = C* Service Population
Residents			
Existing (2023)	67,734	1.00	67,734
New Development (2023-2040)	13,974	1.00	13,974
Total (2040)	81,708		81,708
Workers			
Existing (2023)	21,702	0.05	1,085
New Development (2023-2040)	9,413	0.05	471
Total (2040)	31,115		1,556
Combined			
Existing (2023)			68,819
New Development (2023-2040)			14,445
Total (2040)			83,264

[1] Worker demand is weighted at 0.05 of resident demand based on the *City of Dublin Public Facilities Fee Study* completed 1998 by Hausrath Economics Group.

Source: *Public Facilities Fee Study, 1998 Update,* Hausrath Economics Group; City of Dublin; Table 2.1, Willdan Financial Services.

Facility Inventories & Standards

Table 6.2 shows the inventory of existing community recreation facilities. Note that a share of the Stager Community Gymnasium is allocated to City use based on the City's proportional contribution to the construction of the facility.

Table 6.2: Existing Community Recreation Facilities Inventory

	Square Feet	City of Dublin Share	Square Feet Allocated to City Use	Cost per Square Foot[1]	Total Value
Community Recreation Facilities					
Stager Community Gymnasium[2]	6,002	69%	4,141	$ 701	$ 2,902,841
Senior Center	15,500	100%	15,500	701	10,865,500
Shannon Community Center	20,088	100%	20,088	701	14,081,700
EGRAC Complex - Phase I[3]	33,826	100%	33,826	1,051	35,561,430
Heritage Facilities					
Heritage Center and Bell Tower	2,482	100%	2,482	$ 701	$ 1,739,882
Old St. Raymond's Church/Visitor Center	1,550	100%	1,550	701	1,086,550
Main House	2,304	100%	2,304	701	1,615,104
Old House Restroom	1,650	100%	1,650	701	1,156,650
Sunday School Barn	2,900	100%	2,900	701	2,032,900
Total Existing Facilities	86,302		84,441		$71,042,557

[1] Cost to construct new recreation centers based on recent construction cost estimate to build the Emerald Glen Recreation & Aquatic Complex, excluding pool costs. Cost per square foot (unrounded) for EGRAC Phase 1 = $1,051.304.
[2] Allocation of Stager Community Gymnasium square footage and facility value to City of Dublin based on the City's contribution of $1 million to the construction of the facility. $1 million represents 69% of the total facility costs, based on information provided by the City.
[3] Total cost of EGRAC Phase 1 is $43,830,900. $8,269,500 of that is for the aquatic center/pools and is shown in Table 7.3.

Sources: Dublin Building Detail Report, 2012; Willdan Financial Services.

Planned Facilities

Table 6.3 details the planned community and recreational facilities. The City plans to complete Phase II of the Emerald Glen Recreation & Aquatic Complex, including a preschool. The City also has future plans for improvements of a 13,500 square foot Cultural Arts Center.

Table 6.3: Planned Community Recreation Facilities

	Total Cost
EGRAC Complex - Phase II	$17,600,000
Cultural Arts Center	15,321,035
Total Planned Facilities	$32,921,035

Sources: City of Dublin Capital Improvement Program 2022-2027.

Cost Allocation

Existing Level of Service

Per the nexus study requirements that went into effect of January 1, 2022, a nexus study "shall identify the existing level of service for each public facility, identify the proposed new level of

service, and include an explanation of why the new level of service is appropriate." **Table 6.4** expresses the City's current community recreation facilities level of service in terms of an existing cost per capita. This cost per capita is not used in the fee calculation, rather it is shown here for informational purposes only.

Once the planned facilities have been constructed and new development has increased the City's service population the resulting facility cost per capita will be lower than the cost per capita shown in Table 6.4.

Table 6.4: Community Recreation Facilities Existing Standard

	Calculation		
Value of Existing Facilities	*A*	$	71,042,557
Existing Fund Balance	*B*		(2,016,678)
Value of Existing Facilities	*C = A + B*	$	69,025,879
Existing Service Population	*D*		68,819
Cost per Capita	*E = C / D*	$	1,003
Facility Standard per Resident	*F*	$	1,003
Facility Standard per Worker[1]	*G = F x 0.05*		50

[1] Based on a weighing factor of 0.05.

Sources: Tables 6.1 and 6.2; Willdan Financial Services.

Future Level of Service

Table 6.5 shows the calculation of the system standard per capita for community recreation facilities. The planned facilities will serve both existing and new development, so the costs of the planned facilities are allocated to both existing and new development using this methodology. This cost standard is calculated by dividing the total value of all community recreation facilities in 2040 by the total service population in 2040. The value per capita is multiplied by the worker weighting factor of 0.05 to determine the value per worker. The resulting standard is the cost standard that will be achieved when all the facilities are realized, and new development has come online. This new level of service is appropriate because it is the level of service resulting from the buildout of the City's planned community recreation facilities.

Table 6.5: Community Recreation Facilities System Plan Standard

	Calculation		
Value of Existing Facilities	*A*	$	71,042,557
Value of Planned Facilities	*B*		32,921,035
Total Value of Facilities at 2040	*C = A + B*	$	103,963,592
Future Service Population	*D*		83,264
Cost per Capita	*E = C / D*	$	1,249
Facility Standard per Resident	*E*	$	1,249
Facility Standard per Worker[1]	*F = E x 0.05*		62

[1] Based on a weighing factor of 0.05.

Sources: Tables 6.1 and 6.2; Willdan Financial Services.

Projected Fee Revenue

Table 6.6 projects community recreation center fee revenue by multiplying the cost per capita from Table 6.4 by the increase in service population. The fee will generate $18 million through the planning horizon. After accounting for the negative existing fund balance, non-fee funding sources will have to fund $16.9 million worth of the planned facilities.

Table 6.6: Revenue Projection - Community Recreation Facilities - System Standard

	Calculation		
Cost per Capita	*A*	$	1,249
Growth in Service Population (2022 - 2040)	*B*		14,445
Projected Fee Revenue	*C = A x B*	$	18,041,805
Total Project Cost	*D*	$	32,921,035
Less Projected Fee Revenue	*C*		18,041,805
Negative Fund Balance	*E*		(2,016,678)
Non-Fee Funding Required	*F = D - C - E*	$	16,895,908

Sources: Tables 6.1 and 6.5.

Fee Schedule

Table 6.7 shows the maximum justified community recreation facilities fee schedule. The cost per capita from Table 6.5 is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

Table 6.7: Community Recreation Facilities Fee - System Standard

Land Use	A Cost Per Capita	B Density	C = A x B Base Fee[1]	D = C x 0.01 Admin Charge[2]	E = C + D Total Fee[1]	E / Average Fee per Sq. Ft.[3]
Residential Dwelling Unit	$ 1,249	2.70	$ 3,372	$ 34	$ 3,406	$ 2.12
Nonresidential						
Commercial	$ 62	2.12	$ 131	$ 1	$ 132	$ 0.13
Office	62	3.26	202	2	204	0.20
Industrial	62	1.16	72	1	73	0.07
Senior Service Facility	62	0.95	59	1	60	0.06

[1] Fee per average sized dwelling unit (residential) or per 1,000 square feet (nonresidential).
[2] Administrative charge of 1.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes average dwelling unit is 1,603 square feet based on an analysis of building permits issued between 7-1-2021 and 6-30-2022.

Sources: Tables 2.2 and 6.5; Willdan Financial Services

7. Aquatic Facilities

The purpose of the aquatic facilities impact fee is to fund the aquatic facilities needed to serve new development. A proposed fee is presented based on the system standard of aquatic facilities per capita.

Service Population

Aquatic facilities serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

Table 7.1 shows the existing and future projected service population for aquatic facilities. While specific data is not available to estimate the actual ratio of demand per resident to demand by businesses (per worker) for this service, it is reasonable to assume that demand for these services is less for one worker compared to one resident, because nonresidential buildings are typically occupied less intensively than dwelling units. The 0.05-weighting factor for workers is based on analysis contained in the *Public Facilities Fee Study* update completed in 1998 by Hausrath Economics Group for the City of Dublin. That analysis relied on survey data of nonresidential facilities use in nearby Pleasanton. Since Dublin and Pleasanton are adjacent suburban cities in the East Bay, it is reasonable to assume that worker demand for these types of facilities from Pleasanton is similar to worker demand in Dublin.

Table 7.1: Aquatic Facilities Service Population

	A Persons	*B* Weighting Factor	*A x B = C* Service Population
Residents			
Existing (2023)	67,734	1.00	67,734
New Development (2023-2040)	13,974	1.00	13,974
Total (2040)	81,708		81,708
Workers			
Existing (2023)	21,702	0.05	1,085
New Development (2023-2040)	9,413	0.05	471
Total (2040)	31,115		1,556
Combined			
Existing (2023)			68,819
New Development (2023-2040)			14,445
Total (2040)			83,264

[1] Worker demand is weighted at 0.05 of resident demand based on the *City of Dublin Public Facilities Fee Study* completed 1998 by Hausrath Economics Group.

Source: *Public Facilities Fee Study, 1998 Update,* Hausrath Economics Group; City of Dublin; Table 2.1, Willdan Financial Services.

Facility Inventories & Standards

Table 7.2 shows the inventory of existing aquatic facilities. The value of the existing aquatic facilities, approximately $487 per square foot, is based on a cost estimate for the Emerald Glen Recreation & Aquatic Complex. Note that the costs only include the pool facilities themselves; buildings and site work are included in the community recreation facilities fee.

Table 7.2: Existing Aquatic Facilities

	Surface Area	Cost per Square Foot[1]	Total Cost
Facilities			
Emerald Glen Indoor Pool	6,270		$ 3,053,225
Emerald Glen Competitive Pool	6,174		3,006,477
Emerald Glen Play Pool	4,538		2,209,814
Total Value	16,982	$ 487	$ 8,269,515

Note: Totals have been rounded to the nearest hundred.
[1] Represents cost of pools only, excluding building and site work.

Source: City of Dublin, Emerald Glen Aquatic Center, Dahlin Group, CD Cost Estimate, 19 July 2014.

Cost Allocation

Existing Level of Service

Per the nexus study requirements that went into effect of January 1, 2022, a nexus study "shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate." **Table 6.4** expresses the City's current aquatic facilities level of service in terms of an existing cost per capita. This cost per capita is not used in the fee calculation, rather it is shown here for informational purposes only.

Once the planned facilities have been constructed and new development has increased the City's service population the resulting facility cost per capita will be lower than the cost per capita shown in Table 7.3.

Table 7.3: Aquatic Facilities Existing Standard

	Calculation		
Value of Existing Facilities	*A*	$	8,269,515
Existing Service Population	*B*		68,819
Cost per Capita	*C = A / B*	$	120
Facility Standard per Resident	*C*	$	120
Facility Standard per Worker[1]	*D = C x 0.05*		-

[1] Based on a weighing factor of 0.05.

Sources: Tables 7.1 and 7.2; Willdan Financial Services.

Future Level of Service

Table 7.4 shows the calculation of the system standard per capita for aquatic facilities. The planned facilities will serve both existing and new development, so the costs of the planned facilities are allocated to both existing and new development using this methodology. This cost standard is calculated by dividing the total value of all aquatic facilities in 2040 by the total service population in 2040. The value per capita is multiplied by the worker weighting factor of 0.05 to determine the value per worker. The resulting standard is the cost standard that will be achieved when all the facilities are realized, and new development has come online. This new level of service is appropriate because it is the level of service resulting from the buildout of the City's planned aquatic facilities.

Table 7.4: Aquatic Facilities System Standard

	Calculation		
Value of Existing Facilities	*A*	$	8,269,515
Future Service Population	*B*		83,264
Cost per Capita	*C = A / B*	$	99
Facility Standard per Resident	*C*	$	99
Facility Standard per Worker[1]	*D = C x 0.05*		5

[1] Based on a weighing factor of 0.05.

Sources: Tables 7.1 and 7.2; Willdan Financial Services.

Projected Fee Revenue

Table 7.5 projects aquatic facilities fee revenue by multiplying the cost per capita from Table 7.3 by the increase in service population. The fee will generate $1.4 million through the planning horizon.

Table 7.5: Revenue Projection - Aquatic Facilities

	Calculation		
Cost per Capita	*A*	$	99
Growth in Service Population (2023 - 2040)	*B*		14,445
Projected Fee Revenue	*C = A x B*	$	1,430,100

Sources: Tables 7.1, and 7.3.

Fee Schedule

Table 7.6 shows the maximum justified aquatic facilities fee schedule. The cost per capita from Table 7.5 is converted to a fee per unit of new development based on dwelling unit and employment densities (persons per dwelling unit or employees per 1,000 square feet of nonresidential building space). The fee per dwelling unit is converted into a fee per square foot by dividing the fee per dwelling unit by the assumed average square footage of a dwelling unit.

Table 7.6: Aquatic Facilities - System Standard

Land Use	*A* Cost Per Capita	*B* Density	*C = A x B* Base Fee[1]	*D = C x 0.01* Admin Charge[2]	*E = C + D* Total Fee[1]	*E / 1,000* Fee per Sq. Ft.
Residential Dwelling Unit	$ 99	2.70	$ 267	$ 3	$ 270	$ 0.17
Nonresidential						
Commercial	$ 5	2.12	$ 11	$ -	$ 11	$ 0.01
Office	5	3.26	16	-	16	0.02
Industrial	5	1.16	6	-	6	0.01
Senior Service Facility	5	0.95	5	-	5	0.01

[1] Fee per average sized dwelling unit (residential) or per 1,000 square feet (nonresidential).
[2] Administrative charge of 1.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes average dwelling unit is 1,603 square feet based on an analysis of building permits issued between 7-1-2021 and 6-30-2022.

Sources: Tables 2.2 and 7.4; Willdan Financial Services

8. AB 602 Requirements

On January 1, 2022, new requirements went into effect for California jurisdictions implementing impact fees. Among other changes, AB 602 added Section 66016.5 to the Government Code, which set guidelines for impact fee nexus studies. Four key requirements from that section which concern the nexus study are reproduced here:

66016.5. (a) (2) When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate.

66016.5. (a) (4) If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.

66016.5. (a) (5) A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.

66016.5. (a) (6) Large jurisdictions shall adopt a capital improvement plan as a part of the nexus study.

Compliance with AB 602

The following sections describe this study's compliance with the requirements of AB 602.

66016.5. (a) (2) - Level of Service

1. For fees calculated under the planned facilities methodology, the fees are calculated to support a level of service that is lower than the existing level of service. This is because the City-identified planned facilities represent a lower level of service than the existing level of service in the City. The fees calculated under this approach are the civic center facilities fees, library facilities fees, and park facilities fees.
2. For the community recreation facilities fees calculated under the system standard methodology, the maximum justified fees represent an increase in the facility level of service. The increased level of service is required to fund new development's fair share of facilities identified in the City's CIP. For the aquatic facilities fees calculated under the system standard, the fees represent a lower level of service than currently exists. New development will fund its proportional share of the planned facilities.

66016.5. (a) (4) – Review of Original Fee Assumptions

Willdan reviewed the City's 2017 Public Facilities Fee Study Update and with input from City staff determined that the analysis should be revised. The primary reason for the update is to account for increased facilities costs since 2017, and to adjust the land use assumptions which now accommodate more housing than was previously assumed, due to the City's increase Regional Housing Needs Allocation (RHNA).

Table 8.1 displays an accounting of fee revenue collected from FY 2017-18 to FY 2022-23.

Table 8.1: Fee Revenue History FY2017-18 to FY2022-23

Fund No.	Description	6/30/2018 Year-To-Date Actual	6/30/2019 Year-To-Date Actual	6/30/2020 Year-To-Date Actual	6/30/2021 Year-To-Date Actual	6/30/2022 Year-To-Date Actual	6/30/2023 Year-To-Date Actual
Fund 4101	Community Park Land						
46100	Interest	$ 152,508	$ 207,358	$ 188,916	$ 119,544	$ 104,100	$ 104,804
49100	Developer Contributions	613,261	1,243,891	1,151,962	(870,169)	2,794,353	18,973
Total Community Park Land		$ 765,770	$ 1,451,249	$ 1,340,879	$ (750,624)	$ 2,898,453	$ 123,777
Fund 4102	Neighborhood Park Land						
46100	Interest	$ 134,292	$ 180,641	$ 180,029	$ 127,136	$ 113,607	$ 110,843
49100	Developer Contributions	627,151	350,094	508,654	(391,837)	1,215,961	1,139
Total Neighborhood Park Land		$ 761,443	$ 530,736	$ 688,683	$ (264,702)	$ 1,329,568	$ 111,982
Fund 4103	Community Park Improvements						
49131	Miscellaneous Revenue	$ 25,468	$ -	$ -	$ -	$ -	$ -
49100	Developer Contributions	3,256,194	1,261,672	960,441	443,365	1,582,338	11,468
49900	Transfer In	4,396	-	-	-	-	-
Total Community Park Improvements		$ 3,286,058	$ 1,261,672	$ 960,441	$ 443,365	$ 1,582,338	$ 11,468
Fund 4104	Neighborhood Park Improvements						
46100	Interest	$ 58,691	$ 88,614	$ 96,586	$ 72,193	$ 61,426	$ 58,438
49100	Developer Contributions	1,581,803	685,261	554,118	243,428	894,236	17,424
Total Neighborhood Park Improvement		$ 1,640,494	$ 773,875	$ 650,704	$ 315,621	$ 955,662	$ 75,862
Fund 4105	Community Buildings						
46100	Interest	$ -	$ -	$ -	$ 5,098	$ 6,222	$ 8,090
49100	Developer Contributions	3,321,333	2,136,137	1,012,150	1,043,282	2,031,442	920,785
49900	Transfer In	91,619	-	-	-	-	
Total Community Buildings		$ 3,412,952	$ 2,136,137	$ 1,012,150	$ 1,048,380	$ 2,037,664	$ 928,875
Fund 4106	Library						
46100	Interest	$ 11,588	$ 21,076	$ 22,675	$ 16,724	$ 14,617	$ 14,397
49100	Developer Contributions	377,453	158,691	73,415	76,536	149,567	68,127
Total Library		$ 389,041	$ 179,767	$ 96,090	$ 93,260	$ 164,183	$ 82,524
Fund 4107	Civic Center						
46100	Interest	$ 59,777	$ 100,206	$ 105,372	$ 75,597	$ 64,034	$ 61,359
49100	Developer Contributions	986,194	447,172	317,920	149,100	527,598	4,897
Total Civic Center		$ 1,045,971	$ 547,378	$ 423,292	$ 224,696	$ 591,633	$ 66,256
Fund 4108	Aquatic Center						
49100	Developer Contributions	$ 334,058	$ 191,934	$ 90,961	$ 93,741	$ 182,268	$ 84,146
49900	Transfer In	11,541	-	-	-	-	
Total Aquatic Center		$ 345,599	$ 191,934	$ 90,961	$ 93,741	$ 182,268	$ 84,146
Fund 4110	Community Nature Park Land						
46100	Interest	$ 4,036	$ 1,546	$ 124	$ 85	$ 71	$ 68
49100	Developer Contributions	172,699	5,266	-	-	-	-
Total Community Nature Park Land		$ 176,735	$ 6,812	$ 124	$ 85	$ 71	$ 68
Fund 4111	Community Nature Park Improvements						
46100	Interest	$ 18,392	$ 28,994	$ 29,643	$ 20,944	$ 17,476	$ 14,955
49100	Developer Contributions	295,041	74,436	60,821	28,033	100,208	714
Total Community Nature Park Improve		$ 313,433	$ 103,430	$ 90,464	$ 48,976	$ 117,684	$ 15,669

Source: City of Dublin.

66016.5. (a) (5) – Residential Fees per Square Foot

Impact fees for residential land uses are calculated per square foot and comply with AB 602.

66016.5. (a) (6) – Capital Improvement Plan

The Capital Improvement Plan for this nexus study is comprised of the identified planned facilities within each facility fee chapter. Planned facilities identified in this document are sourced from the City's current adopted CIP and other planning documents. Adoption of this nexus study would approve the planned facilities identified herein as the Capital Improvement Plan for this nexus study.

9. Implementation

Impact Fee Program Adoption Process

Impact fee program adoption procedures are found in the *California Government Code* section 66016. Adoption of an impact fee program requires the City Council to follow certain procedures including holding a public hearing. Data, such as an impact fee report, must be made available at least 10 days prior to the public hearing. The City's legal counsel should be consulted for any other procedural requirements as well as advice regarding adoption of an enabling ordinance and/or a resolution. After adoption there is a mandatory 60-day waiting period before the fees go into effect.

Inflation Adjustment

The City can keep its impact fee program up to date by periodically adjusting the fees for inflation. Such adjustments should be completed regularly to ensure that new development will fully fund its share of needed facilities. We recommend that the following indices be used for adjusting fees for inflation:

- Buildings – Engineering News-Record's Building Cost Index (BCI)
- Equipment – Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)

The indices recommended can be found for local jurisdictions (state, region), and for the nation. With the exception of land, we recommend that the national indices be used to adjust for inflation, as the national indices are not subject to frequent dramatic fluctuations that the localized indices are subject to.

Due to the highly variable nature of land costs, there is no particular index that captures fluctuations in land values. We recommend that the City adjust land values based on recent land purchases, sales or appraisals at the time of the update.

While fee updates using inflation indices are appropriate for periodic updates to ensure that fee revenues keep up with increases in the costs of public facilities, the City will also need to conduct more extensive updates of the fee documentation and calculation (such as this study) when significant new data on development forecasts and/or facility plans become available.

Reporting Requirements

The City complies with the annual and five-year reporting requirements of the *Mitigation Fee Act*. For facilities to be funded by a combination of public fees and other revenues, identification of the source and amount of these non-fee revenues is essential. Identification of the timing of receipt of other revenues to fund the facilities is also important.

Programming Revenues and Projects with the CIP

The City maintains a five-year Capital Improvement Program (CIP) to plan for future infrastructure needs. The CIP identifies costs and phasing for specific capital projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The City may decide to alter the scope of the planned projects or to substitute new projects as long as those new projects continue to represent an expansion of the City's facilities. If the total

cost of facilities varies from the total cost used as a basis for the fees, the City should consider revising the fees accordingly.

10. Mitigation Fee Act Findings

Public facilities fees are one-time fees typically paid when a building permit is issued and imposed on development projects by local agencies responsible for regulating land use (cities and counties). To guide the widespread imposition of public facilities fees, the State Legislature adopted the *Mitigation Fee Act* (the *Act*) with Assembly Bill 1600 in 1987 and subsequent amendments. The *Act,* contained in *California Government Code* Sections 66000 through 66025*,* establishes requirements on local agencies for the imposition and administration of fee programs. The *Act* requires local agencies to document five *Mitigation Fee Act findings* when adopting a fee.

The five statutory findings required for adoption of the public facilities fees documented in this report are presented in this chapter and supported in detail by the preceding chapters. All statutory references are to the *Act.*

Purpose of Fee

- *Identify the purpose of the fee (§66001(a)(1) of the Act).*

Development impact fees are designed to ensure that new development will not burden the existing service population with the cost of facilities required to accommodate development. The purpose of the fees proposed by this report is to provide a funding source from new development for capital improvements to serve that development. The fees advance a legitimate City interest by enabling the City to provide public facilities to new development.

Use of Fee Revenues

- *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).*

Fees proposed in this report, if enacted by the City, would be used to fund expanded facilities to serve new development. Facilities funded by these fees are designated to be located within the City's sphere of influence. Fees addressed in this report have been identified by the City to be restricted to funding the following facility categories: civic center, library, aquatic facilities, parks and community recreation facilities.

Benefit Relationship

- *Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).*

The City will restrict fee revenue to the acquisition of land, construction of facilities and buildings, and purchase of related equipment, furnishings, vehicles, and services used to serve new development. Facilities funded by the fees are expected to provide a citywide network of facilities accessible to the additional residents and workers associated with new development. Under *the Act*, fees are not intended to fund planned facilities needed to correct existing deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

Burden Relationship

- *Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).*

Facilities need is based on a facility standard that represents the demand generated by new development for those facilities. For each facility category, demand is measured by a single facility standard that can be applied across land use types to ensure a reasonable relationship to the type of development. For most facility categories, service population standards are calculated based upon the number of residents associated with residential development and the number of workers associated with non-residential development. To calculate a single, per capita standard, one worker is weighted less than one resident based on an analysis of the relative use demand between residential and non-residential development.

The standards used to identify development needs are also used to determine if planned facilities will partially serve the existing service population by correcting existing deficiencies. This approach ensures that new development will only be responsible for its fair share of planned facilities, and that the fees will not unfairly burden new development with the cost of facilities associated with serving the existing service population.

Chapter 2, Development Forecast provides a description of how service population and development forecasts are calculated. Facility standards are described in the *Facility Standards* sections of each facility category chapter.

Proportionality

- *Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).*

The reasonable relationship between each facilities fee for a specific new development project and the cost of the facilities attributable to that project is based on the estimated new development the project will accommodate. Fees for a specific project are based on the project's size. Larger new development projects can result in a higher service population resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

See *Chapter 2, Development Forecast and Unit Costs,* or the *Service Population* sections in each facility category chapter for a description of how service populations or other factors are determined for different types of land uses. See the *Fee Schedule* section of each facility category chapter for a presentation of the proposed facilities fees.

ORDINANCE NO. XX – 23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 9.28 (DEDICATION OF LANDS FOR PARK AND RECREATION PURPOSES) OF THE DUBLIN MUNICIPAL CODE

WHEREAS, in order to implement the goals and objectives of the City of Dublin's ("City") general plan, the City's various Specific Plans, including but not limited to the Eastern Dublin Specific Plan, Downtown Dublin Specific Plan, Dublin Crossing Specific Plan, etc., and the Parks and Recreation Master Plan, and to mitigate the impacts caused by future development in the City, certain public facilities must be constructed; and

WHEREAS, the City Council has determined that a public facilities fee is needed to finance these public facilities and to pay for each development's fair share of the construction and acquisition costs of these improvements; and

WHEREAS, Dublin Municipal Code (DMC) Section 9.28 requires that each subdivider of the land classified by the Zoning Ordinance for residential use shall dedicate or reserve lands, pay fees in lieu thereof, or a combination of both, for neighborhood and community park or recreational purposes; and

WHEREAS, following review of the DMC, it was determined that the amendments contained in this Ordinance were appropriate.

NOW, THEREFORE, The City Council of the City of Dublin does ordain as follows:

Section 1. Chapter 9.28.040 is amended to read as follows (additions shown in *italics* and deletions shown in ~~strikethrough~~):

It is found and determined that the public interest, convenience, health, safety and welfare require that five (5) acres of property for each one thousand (1,000) persons residing within the city be devoted to local park and recreational purposes. The amount of land to be dedicated, or fees to be paid, shall bear a reasonable relationship to the use of the park and recreation facilities by the future inhabitants of the subdivision. The amount of land to be dedicated shall be the amount calculated from the following formula:

LAND = A x B

A. "A" means the park and recreation area required per dwelling unit, based on the type of dwelling units of the proposed subdivision and the park area per one thousand (1,000) people of the city.

1. The park area of the city is determined to be five (5) acres per one thousand (1,000) people, or five-one-thousandths (0.005) acre per person, which is further broken down to ~~three (3)~~ *two and four tenths (2.4)* acres per one thousand (1,000) people for active community parks, ~~three-tenths (0.3)~~ *nine tenths (0.9)* acre per one thousand (1,000) people for natural

community parks, and one and seven-tenths (1.7) acres per one thousand (1,000) people for neighborhood parks.

2. The park and recreation area required per dwelling unit, "A," is established as follows: *Each residential dwelling unit is assigned two and seven tenths (2.7) people.*

~~a. Each single-family dwelling unit is assigned three and eight one-hundredths (3.08) people.~~

~~b. Each other multifamily dwelling unit is assigned one and eighty-eight one-hundredths (1.88) people.~~

~~c. Each senior housing dwelling unit is assigned one and twelve one-hundredths (1.12) people.~~

B. "B" means the number of dwelling units in the proposed subdivision. For the purpose of this section, the number of dwelling units in the proposed subdivision shall be determined as follows: For single-family and townhome subdivisions, the number of dwelling units shall equal the number of lots or parcels created for residential use as indicated on the final map or parcel map. When the subdivision is for other multifamily or senior housing, the number of dwelling units shall equal the maximum number of residential units allowed within the proposed subdivision. For residential condominium projects, the number of dwelling units shall equal the number of condominium units indicated on the final map or parcel map. For planned development projects, the number of dwelling units shall equal the number of dwelling units indicated on the approved planned development plan.

Section 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Dublin hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 3. Effective Date. This Ordinance shall take effect and be enforced 60 days after its final adoption.

Section 4. Posting. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this __th day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.10

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **June 20, 2023**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Introduction of an Ordinance Amending Chapter 9.28 (Dedication of Lands for Park and Recreation Purposes) of the Dublin Municipal Code
Prepared by: Colleen Tribby, Assistant City Manager

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

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

FINANCIAL IMPACT:

None.

DESCRIPTION:

At the May 2 meeting, the City Council received an overview of the City's Public Facilities Fee (PFF) update currently underway. The PFF funds the construction of certain public facilities needed to mitigate the impacts caused by future development. The update to the PFF will adjust impact fee rates using the most recent census data, land values, and construction costs. The May 2 Staff Report is provided as Attachment 2.

During the meeting, Staff discussed issues surrounding incorporating the new data into the PFF and meeting park acreage requirements as currently reflected Dublin Municipal Code (DMC) Chapter 9.28.040. In summary, because of the new population data from the US Census and the Housing Element, the City will have a deficit of parkland of close to 50 acres (a significant increase from the 2017 report's deficit of 21 acres), the majority of which is in the active community parkland category. Because there is virtually no land left for active community parks in Dublin, the City will be unable to meet this objective.

To remedy this, Staff proposed shifting the acreage requirement from Community Parkland to Nature Community Parkland, so that the remaining deficit can be solved with the addition of nature parks. This would require an amendment to the DMC to reflect a decrease in Community Parkland acreage by 0.6 acre, and a corresponding increase in Nature Community Parkland, as shown in the table below and as reflected in the proposed Ordinance (Attachment 1). The City Council agreed with Staff's approach.

Table 1. Park Acreage Breakdown, Existing vs. Proposed

	Required Acres per 1,000 People:	
Parkland Category	**Existing**	**Proposed**
Neighborhood Parkland	1.7	1.7
Community Parkland	3.0	2.4
Nature Community Parkland	0.3	0.9

In addition, Staff has further amended DMC Chapter 9.28.040 to incorporate data from the 2020 Census related to the number of people assigned to dwelling units in the City and has consolidated them into an average number for all types of units, versus distinguishing single-family and multi-family categories. All dwelling units are now assigned 2.70 people (formerly 3.08 for single-family and 1.88 for multi-family).

The update to the PFF will be brought to the City Council at a future meeting date, along with the second reading of the Ordinance amending the DMC.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

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

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Fallon 580 General Plan Amendment Initiation Request and Proposed Development Agreement Deal Terms (PLPA-2023-00012)
Prepared by: Crystal De Castro, Senior Planner and Hazel Wetherford, Deputy City Manager

EXECUTIVE SUMMARY:

The City Council will a consider a request by Staff and GH PacVest to initiate a General Plan Amendment for the Dublin Fallon 580 project site, which encompasses approximately 192 acres east of Fallon Road along the Dublin Boulevard Extension. The request includes eliminating the 2.5-acre Public/Semi-Public land use designation and converting approximately 44.9 acres with an Open Space land use designation to Parks/Public Recreation to accommodate a future nature park. The proposed Development Agreement deal terms associated with future development on the site are also presented as context for the City Council's consideration of the request.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Initiation of a General Plan Amendment to Eliminate the 2.5-Acre Public/Semi-Public Land Use Designation and Convert the Open Space Land Use Designation to Parks/Public Recreation on the GH PacVest Property and approve the proposed deal terms for the future Development Agreement with GH PacVest.

FINANCIAL IMPACT:

All costs associated with preparing the General Plan Amendment would be borne by the project applicant.

DESCRIPTION:

Background

Over the course of the last four years, City staff has worked with the property owners east of Fallon Road to help spur development in support of the City Council's strategic priorities to prioritize commercial and industrial development east of Fallon Road. The City Council has supported these efforts with the creation of the Fallon Road Economic Development Zone in 2021, and the approval of an associated General Plan Amendment in 2022. The General Plan Amendment initiation that is the subject of this Staff Report will help further facilitate the City Council's priorities.

The Dublin Fallon 580 property is approximately 192 acres and is located within the Fallon Village area in the Eastern Dublin Specific Plan (EDSP). The property extends north of I-580 to Jordan Ranch and east from Fallon Road to just beyond Croak Road. The project site has a band of low-lying hills along the upper third of the site and slopes down to I-580 where the property is generally flat. No grading has occurred to date. The site is generally surrounded by existing and future residential uses to the north, commercial to the west and future residential, commercial, and industrial uses to the east as shown in Figure 1 and Table 1 below.

Figure 1. Vicinity Map

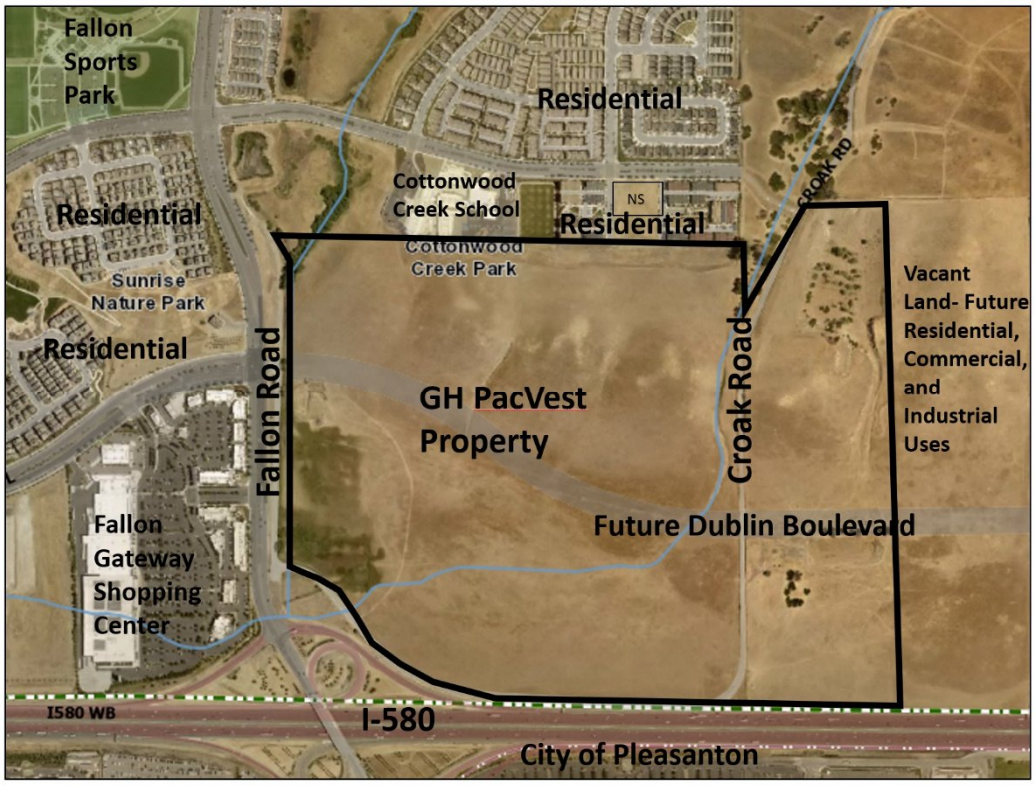


Table 1. Adjacent Uses and Land Use Designations

	Existing Use	Land Use Designations
North	Townhomes, Neighborhood Square (NS), Cottonwood Creek Park, and Cottonwood Creek School	Medium/High Density Residential Public/Semi Public Parks/Public Recreation
South	Interstate 580 / City of Pleasanton	--
East	Vacant Land	Medium Density Residential Industrial Park General Commercial/Campus Office
West	Irongate Neighborhood Sunrise Nature Park DSRSD Utility Fallon Gateway Shopping Center	Medium Density Residential Parks/Public Recreation Public/Semi-Public General Commercial

The property is located in the EDSP area and has Planned Development Zoning (Ordinance No. 32-05 and Ordinance No. 13-08). The site has General Plan/EDSP land use designations of Medium-High Density Residential, General Commercial/Campus Office, Community Park, Open Space, and Public/Semi-Public as shown in Figure 2 below. The EDSP assumed average development intensity for each land use designation. As summarized in Table 2 below, the EDSP anticipated development of up to 238 residential units and up to 1,522,161 square feet of commercial development on this site.

Figure 2. GH PacVest Existing Land Uses

Table 2. EDSP Anticipated Development

Land Use Designations	Acres	Res. Units	*Commercial S.F.*
Medium/High Density Residential	11	238	--
General Commercial/Campus Office	126.3	--	1,522,161
Parks/Public Recreation	7.2	--	--
Open Space	44.9	--	--
Public/Semi-Public[1]	2.5	--	--
Total	**189.4[2]**	**238**	**1,522,161**

[1] *The Public/Semi-Public is a floating designation and does not add to the total acres.*
[2] *The total acreage includes the area of the future Dublin Boulevard Extension.*

The Fallon Village project envisioned a mixed-use commercial area along Central Parkway known as the Fallon Village Center. The commercial area was to be supported by a mix of Semi-Public and residential uses. The General Plan/EDSP originally assigned three "floating" Semi-Public land use designations including 2.5 acres located within the 6.5 acre Medium-High Density residential site on the GH PacVest property (the other sites were on Jordan Ranch and East Ranch). The final location of these "floating" sites is to be determined at the time of the Planned Development Zoning Stage 2 Development Plan approval with the caveat that it is to be located within the Fallon Village Center. However, the plan for the Fallon Village Center has changed over time and no longer includes a commercial component. The Semi-Public use in this area has been achieved through designating the site for the Cottonwood Creek School.

On June 15, 2021, the City Council adopted a General Plan and EDSP Amendment to change the land use designation of 2.5 acres on the GH PacVest property from Semi-Public to Public/Semi-Public. This amendment allowed a broader range of uses, including the potential for affordable housing developed by a non-profit entity. The 2023-2031 Housing Element identifies this site as an opportunity site that can accommodate 74 lower-income units. The "No Net Loss" law prevents local governments from downzoning or eliminating opportunity sites after adopting their Housing Element without finding alternative sites within the City that can accommodate those units.

In addition, the City has identified a parkland deficit of approximately 50 acres, most of which is active parkland. On June 20, 2023, the City Council introduced an Ordinance amending the Dublin Municipal Code to reflect new parkland dedication categories, which includes shifting acreage requirements from Community Parkland to Nature Community Parkland to address the City's deficit of approximately 50 acres of parkland. The adoption of the Ordinance is scheduled also for tonight's agenda under a Public Hearing item.

It is the City Council's policy to initiate all General Plan Amendments prior to accepting an application and beginning work on such a request. Staff and the Applicant are requesting that the City Council consider initiating a General Plan Amendment for the Dublin Fallon 580 project site (Attachment 2).

Analysis

Given the nature of the floating land use designation, eliminating the Public/Semi-Public land use results in retaining the original acreage of all other land use designations on the property as

shown in Figure 4 and Table 3 below. The proposal would enable the applicant to utilize the full 6.5-acre site designated Medium/High Density Residential for residential units. While this would not increase the overall number of units on the site, it would enable them to spread those units across a larger area, resulting in a lower density product type.

As previously mentioned, the Housing Element identifies the Public/Semi-Public site as an opportunity site that can accommodate 74 lower-income units and is subject to the "No Net Loss" provisions. There is a site at the Transit Center that is already identified as an opportunity site in the Housing Element. This site has a surplus of units that can serve as an opportunity site to accommodate these 74 units.

The conversion of Open Space to Parks/Public Recreation helps address the City's parkland deficit by providing an additional 44.9+/- acres of Nature Community Parkland to accommodate a future nature park designed for low impact use and maintenance, with hiking and walking trails. As part of the proposed Development Agreement deal terms, Staff has negotiated with the Applicant to dedicate this land to the City to address the City's parkland deficit of approximately 50 acres.

Figure 4. GH PacVest Proposed Land Uses

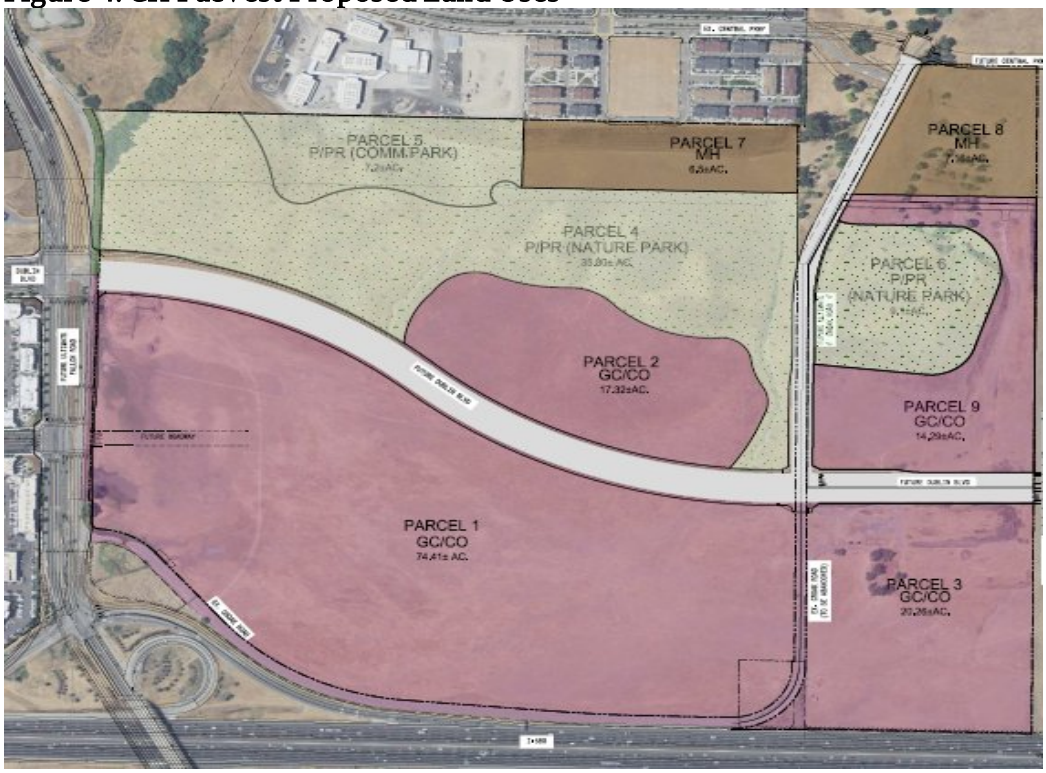


Table 3. Existing vs. Proposed Land Uses

Land Use Designations	Acres[2]		Residential Units		Commercial S.F.	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Medium High Density Residential	11	13.66	238	238	--	--
General Commercial/ Campus Office	126.3	126.28	--	--	1,522,161	4,400,605
Parks/Public Recreation	7.2	52.1	--	--	--	--
Open Space	44.9	0	--	--	--	--
Public/Semi-Public[1]	2.5	0	74[3]	--	--	--
Total	**189.4**	**192.04**	**312**	**238**	**1,522,161**	**4,400,605**

[1] *The Public/Semi-Public is a floating designation and does not add to the total acres.*
[2] *The acreages from EDSP Specific Plan were based on assumed boundary limits. Proposed acreages reflected in this application have been updated to match resolved boundary survey data.*
[3] *2023-2031 Housing Element identified for low-income affordable housing.*

Development of the site would require additional entitlements including companion amendments to the EDSP, a Planned Development Rezone with a Stage 1 amendment and Stage 2 Development Plan, a Tentative Map, and a Site Development Review Permit, and the appropriate level of environmental review required by the California Environmental Quality Act. Work on the General Plan Amendment would be completed concurrently with processing the other entitlements that are requested by the Applicant. Once the General Plan Amendment Study is complete, Staff would then bring the application to the Planning Commission for its recommendation to City Council. The project would then move forward to the City Council for consideration.

A draft resolution approving the initiation of a General Plan Amendment is included as Attachment 1.

Development Agreement

As part of the proposed project, the Applicant has requested approval of a Development Agreement. The Development Agreement would provide security to the Applicant that the City will not change its zoning and other laws applicable to the project for a stated period. Additionally, it is a mechanism for the City to obtain commitments from the Applicant that the City might not otherwise be able to obtain. Staff is presenting the preliminary terms of the Development Agreement as context for the City Council's consideration of the request. The main points are highlighted below.

- Affordable Housing
  - The City's Inclusionary Zoning Regulations will apply.

- Dublin Boulevard Extension Right-of-Way Dedications
  - The Developer will dedicate a portion of the property to the City as right-of-way for the Dublin Boulevard Extension. The City will not compensate or provide Eastern Dublin Transportation Impact Fee credits for the dedicated right-of-way.

- Valley Link Right of Way Reservation
    - The Developer will make an irrevocable offer of dedication to the City in fee for future highway right-of-way resulting from the widening or relocation of the Caltrans Interstate 580 due to the improvements for the Valley Link Project.

- Community Facilities District for Service and Maintenance of Public Improvements
    - The Developer will cooperate with the formation of a Community Facilities District for the purpose of financing the services and maintenance of all public streets (including storm drain systems, streetlights, and other street appurtenances) within the future residential tract parcels for a period of twenty years after City's acceptance of improvements.

- Eastern Dublin Transportation Impact Fee Credits
    - The Developer will be restricted from using or applying any Eastern Dublin Transportation Impact Fee (EDTIF) credits that they have purchased or transferred from any other credit-holder to satisfy Developer's EDTIF obligations.

- Nature Based Parkland
    - The Developer will dedicate 44.9 acres of Open Space to the City for a cost of $653,400 per acre. Should the City Council approve the conversion of the Open Space land use designation to Parks/Public Recreation, the land will then serve as a Nature Community Parkland with hiking and walking trails. This action will help address the City's parkland deficit as mentioned above.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Large Land Tract Development and Open Space
Objective B: Work with the area property owners in conjunction with the Dublin Boulevard extension project on issues such as road and project mitigation, entitlements, as well as supporting infrastructure.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this Staff Report was provided to the applicant and was made available on the City's website.

ENVIRONMENTAL REVIEW:

Staff recommends that the initiation of the General Plan and EDSP Amendment be found exempt from the California Environmental Quality Act (CEQA) under Section 15306, Class 6 of the State CEQA Guidelines (Information Collection).

ATTACHMENTS:

1) Resolution Approving the Initiation of a General Plan Amendment to Eliminate the 2.5-Acre Public/Semi-Public Land Use Designation and Convert the Open Space Land Use Designation to Parks/Public Recreation on the GH PacVest Property
2) GH PacVest Letter

RESOLUTION NO. XX – 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE INITIATION OF A GENERAL PLAN AMENDMENT TO ELIMINATE THE 2.5-ACRE PUBLIC/SEMI-PUBLIC LAND USE DESIGNATION AND CONVERT THE OPEN SPACE LAND USE DEISGNTION TO PARKS/PUBLIC RECREATION ON THE GH PACVEST PROPERTY
(APNS: 905-0001-006-03, 985-0027-002, 985-0027-004, AND 985-0027-005)
(PLPA-2023-00012)

WHEREAS, GH PacVest is requesting, and Staff is recommending, that the City Council initiate a General Plan Amendment to eliminate the "floating" 2.5-acre Public/Semi-Public land use designation and Staff is proposing to convert the Open Space land use designation to Parks/Public Recreation on the Dublin Fallon 580 project site; and

WHEREAS, the GH PacVest property is approximately 192 acres, of which 2.5 acres is designated as Public/Semi-Public and 44.9+/- acres is designated as Open Space; and

WHEREAS, the Parks/Public Recreation land use designation will accommodate Community Nature Parkland for a future nature park; and

WHEREAS, the General Plan and Eastern Dublin Specific Plan state that the location of "floating" Public/Semi-Public site will be determined at the time of the Planned Development Zoning Stage 2 Development Plan approval; and

WHEREAS, the General Plan Amendment Study initiation request has been reviewed in accordance with the provisions of the California Environmental Quality Act (CEQA) and was found to be Categorically Exempt under Section 15306, Class 6 of the State CEQA Guidelines; and

WHEREAS, a Staff Report was submitted outlining the issues surrounding the General Plan Amendment initiation request; and

WHEREAS, the City Council did hear and consider all such reports, recommendations, and testimony hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby approve the initiation of a General Plan Amendment to eliminate the "floating" 2.5-acre Public/Semi-Public land use designation and the conversion of 44.9+/- acres of Open Space land use designation to Parks/Public Recreation on the GH PacVest property.

{Signatures on the Following Page}

PASSED, APPROVED AND ADOPTED this 5th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

GH PACVEST, LLC

April 26, 2023 ***[Updated August 25, 2023]***

Ms. Amy Million
Principal Planner
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Subject: Dublin Fallon 580 – General Plan & EDSP Amendment Request

Dear Ms. Million,

GH PacVest, LLC is pleased to submit our revised request to initiate a General Plan & EDSP amendment associated with the proposed development, Dublin Fallon 580 (the project). The Dublin Fallon 580 Project site consists of approximately 192± acres (APN: 905-0001-006-03, 985-0027-002, 985-0027-004, and 985-0027-005). The General Plan designates the project site for General Commercial / Campus Office (GC/CO), Open Space (OS), Community Park (CP), Public / Semi-Public (P/SP), and Medium High Density Residential (MH) uses. The existing General Plan land use designations will enable GH PacVest to create a mixed-use community where people can live and play near where they work.

The project site is bordered to the north by Jordan Ranch, the Righetti property to the east (currently undeveloped and zoned Industrial Park (IP), General Commercial-Campus Office (GC/CO), and Medium Density Residential (M)), Fallon Road and the existing Fallon Gateway shopping center to the west, and I-580 to the south. The project site is vacant with intermittent cattle grazing activities present on the property.

GH PacVest requests that the City initiate a study to analyze a General Plan amendment to eliminate the “floating,” 2.5-acre Public / Semi-Public land use designation from the project site as part of our proposed Project. The table below shows the proposed land use changes.

GH PacVest Property	EXISTING STAGE I PD LAND USE & EDSP				PROPOSED		
Land Use	Gross Acres*	Max Units/ SF (Per Stage I PD & EIR)	Density Range/Max FAR (Per EDSP)	Density / FAR (Per Stage I PD & EIR)	Gross Acres*	Proposed Units/ SF	Density / FAR
General Commercial/Campus Office (GC/CO)	126.40	1,541,675	0.20-0.80	0.28	126.28	1,100,151 - 4,400,605	0.8
Medium High Density Residential (MH)	13.50	238	14.1-25.0 du/ac	20 du/ac	13.66	238	17.4
Community Park (CP)	7.20	NA	NA	NA	7.20	NA	NA
Open Space (OS)	44.90	NA	NA	NA	44.90	NA	NA
Public / Semi-Public (P/SP**)	2.50**	54,450 / 74	0.50 FAR 30 du/ac	NA	0	0	0
Total	192.0				192.04		

*Acreages from prior General Plan, Specific Plan, and PD1 approvals were based on assumed boundary limits. Proposed Acreages reflected in this application have been updated to match resolved boundary survey data dated Jan. 2017. [Note the discrepancy in total acreages].

** Per the Stage 1 PD and EDSP the Public/Semi-Public use is a floating land use designation to be assigned to a specific location during subsequent Stage 2 PD entitlement of the property with the 2.5 acres being deducted from the land use the P/SP is located on.

A map of the existing General Plan land uses, and our proposed land uses is also attached.

The City approved Eastern Dublin Specific Plan and the Fallon Village PD-1 identified the floating 2.5-acre Public / Semi-Public land in the Fallon Village Center boundary. The portion of the Fallon Village Center on the project site is limited to the Community Park land adjacent to Cottonwood Creek School or the MH residential land immediately to the west of the Community Park land designation.

The Fallon Village PD-1 from 2005 envisioned the Fallon Village Center to be a variety of housing types with community facilities, civic and educational uses. Since 2005, Cottonwood Creek School was built immediately adjacent to our property abutting the 7.2-acre Community Park land use. Through the realization of Cottonwood Creek School, we believe the 2.5-acre Public / Semi-Public land use intent has been satisfied.

Furthermore, it is our understanding that City staff has expressed an interest in having the 7.2-acre community park be developed to serve the community and Cottonwood Creek School and we support that desire. Therefore, eliminating the Public /Semi-Public from the 7.2-acre community park area is consistent with City staff's interest.

And finally, if the 2.5-acre P/SP land use were to be located on the MH land use area as contemplated in Appendix 4 of the EDSP, it would be developed with 202 units at a density of 31.1du/acre, nearly double our proposed density of 17.4 du/acre (128 units). We believe that our proposed density of 17.4 du/acre for the MH land use is more compatible and appropriate for the property given the density of existing, adjacent housing to the north of the project site.

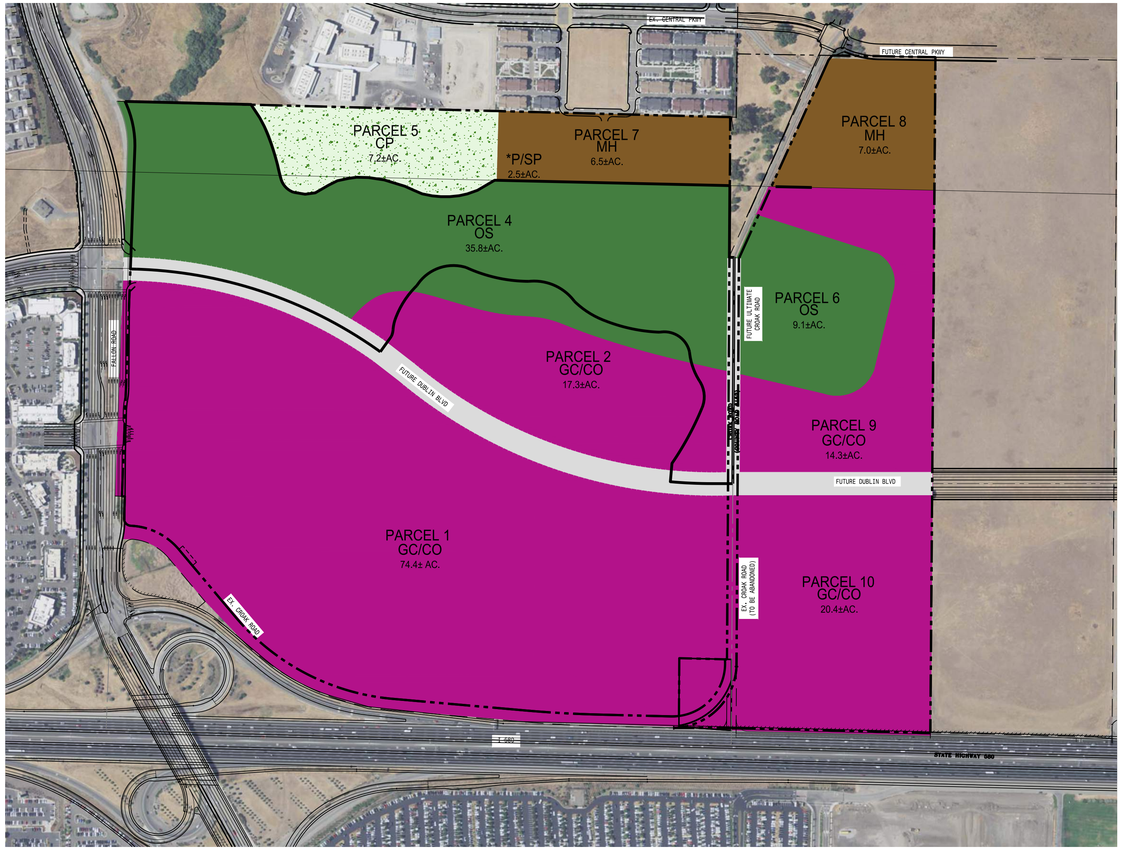
For the reasons noted above, we feel that the floating 2.5-acre Public / Semi-Public land use should be eliminated. All of the underlying land uses as contemplated in the EDSP & Fallon Village PD-1 are proposed to remain unchanged.

We look forward to your review of our request and our development team is happy to provide any additional information that may be required to process this request to initiate a General Plan amendment study.

Sincerely,

Wooi See
Operations Director

Attachment: Existing Land Use Plan vs. Proposed Land Use Plan



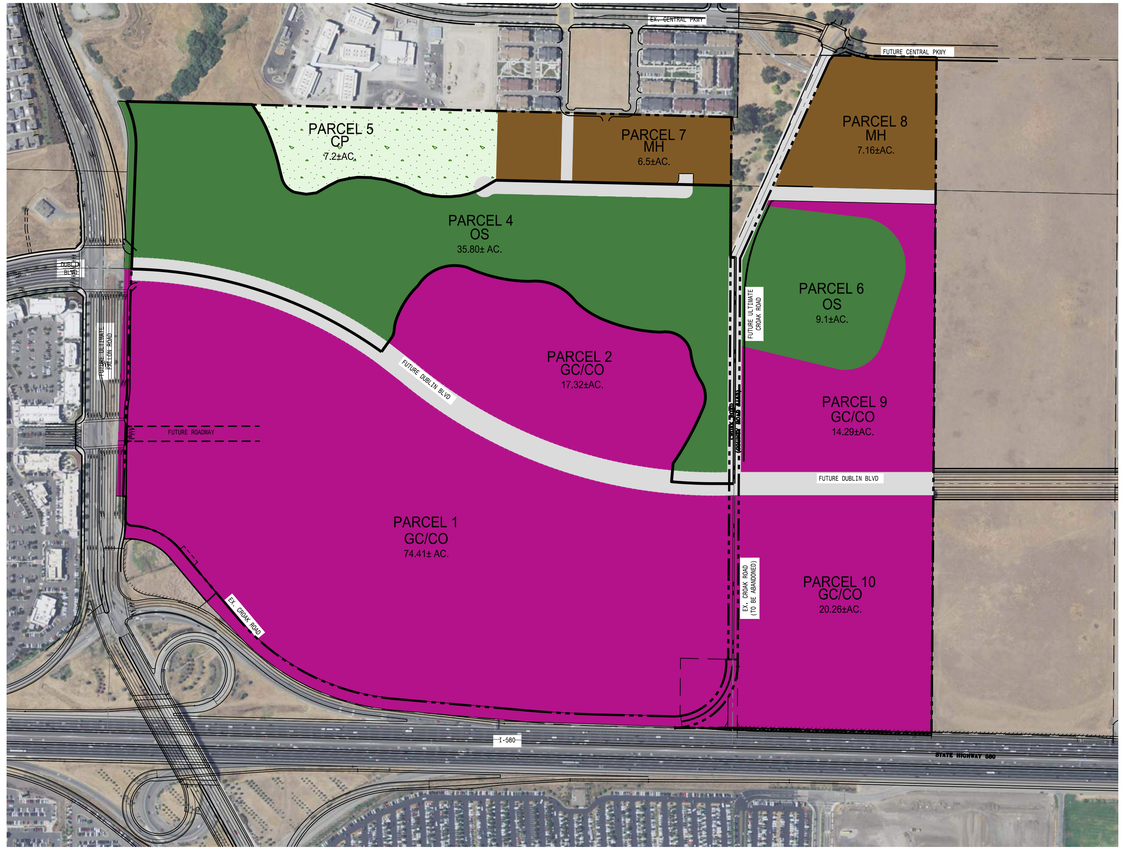
FALLON VILLAGE STAGE I PD EXISTING LAND USE PLAN

FALLON VILLAGE STAGE I PD EXISTING LAND USE ACREAGES				
LAND-USE	M&S PARCEL ID	PARCEL LOCATION	GROSS PARCEL AREA (AC)	GROSS PARCEL AREA (SF)
GC/CO	1	SW GC/CO (SOUTH OF DUBLIN BLVD. / WEST OF CROAK RD.)	74.40	3,240,864
GC/CO	2	NW GC/CO (NORTH OF DUBLIN BLVD. / WEST OF CROAK RD.)	17.30	753,588
P/SP*	3*	P/SP SITE*	-	-
OS	4	OS (NORTH OF DUBLIN BLVD. / WEST OF CROAK RD.)	35.80	1,559,448
CP (PARK)	5	COMM. PARK SITE	7.20	313,632
OS	6	OS (NORTH OF DUBLIN BLVD. / EAST OF CROAK RD.)	9.10	396,396
MH	7	MH Residential (WEST OF CROAK RD.)	6.50	283,140
MH	8	MH Residential (EAST OF CROAK RD.)	7.00	304,920
GC/CO	9	NE GC/CO (NORTH OF DUBLIN BLVD. / EAST OF CROAK RD.)	14.30	622,908
GC/CO	10	SE GC/CO (SOUTH OF DUBLIN BLVD. / EAST OF CROAK RD.)	20.40	888,624
TOTAL ACRES			192.0	

1) Future parcel to be dedicated/created by separate instrument once P/SP location and use are defined with future PD2.

EXISTING STAGE I PD LAND USES		
LAND-USE	GROSS PARCEL AREA (AC)	GROSS PARCEL AREA (SF)
GC/CO	126.40	5,505,984
OS	44.90	1,955,844
CP (PARK)	7.20	313,632
MH	13.50	588,060
TOTAL	192.00	8,363,520
P/SP(1)	2.50	108,900

(1) P/SP is a floating land use. Location and acreage will be deducted from affected land use once the final location is determined during PD2 approval.



PROPOSED LAND USE PLAN

PROPOSED LANDUSE				
LAND-USE	M&S PARCEL ID	PARCEL LOCATION	GROSS PARCEL AREA (AC)	GROSS PARCEL AREA (SF)
GC/CO	1	SW GC/CO (SOUTH OF DUBLIN BLVD. / WEST OF CROAK RD.)	74.41	3,241,300
GC/CO	2	NW GC/CO (NORTH OF DUBLIN BLVD. / WEST OF CROAK RD.)	17.32	754,459
P/SP*	3*	P/SP SITE*	-	-
OS	4	OS (NORTH OF DUBLIN BLVD. / WEST OF CROAK RD.)	35.80	1,559,448
CP (PARK)	5	COMM. PARK SITE	7.20	313,632
OS	6	OS IN NE CORNER	9.10	396,396
MH	7	MH Residential (WEST OF CROAK RD.)	6.50	283,140
MH	8	MH Residential (EAST OF CROAK RD.)	7.16	311,890
GC/CO	9	NE GC/CO (NORTH OF DUBLIN BLVD. / EAST OF CROAK RD.)	14.29	622,472
GC/CO	10	SE GC/CO (SOUTH OF DUBLIN BLVD. / EAST OF CROAK RD.)	20.26	882,526
TOTAL ACRES			192.0	

PROPOSED		
LAND-USE	GROSS PARCEL AREA (AC)	GROSS PARCEL AREA (SF)
GC/CO	126.28	5,500,757
OS	44.90	1,955,844
CP (PARK)	7.20	313,632
MH	13.66	595,030
TOTAL	192.04	8,365,262

0 300 600
SCALE: 1"=300'

SHEET 1 OF 1

GH PACVEST PROPERTY
EXISTING VS PROPOSED
LANDUSE AREAS

CITY OF DUBLIN CALIFORNIA

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

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04-26-2023 11:36am Mark McClellan P:\19887\PLN\EXH-P\EXH-EXISTING VS PROPOSED LAND USE.DWG

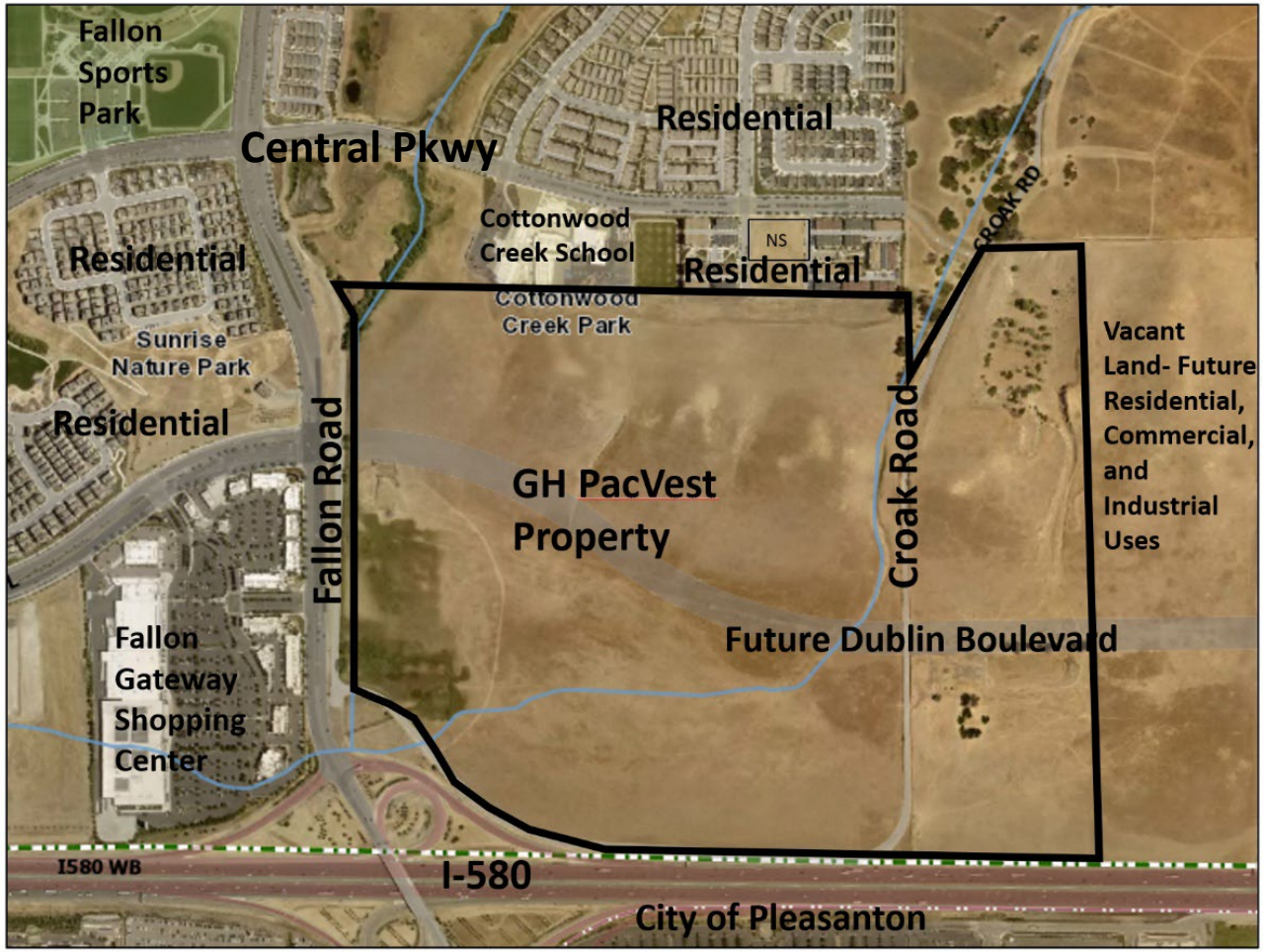
Dublin Fallon 580

DUBLIN FALLON 580 GENERAL PLAN AMENDMENT INITIATION REQUEST

September 5, 2023

DUBLIN
CALIFORNIA

Project Location - Dublin Fallon 580



Existing Land Use

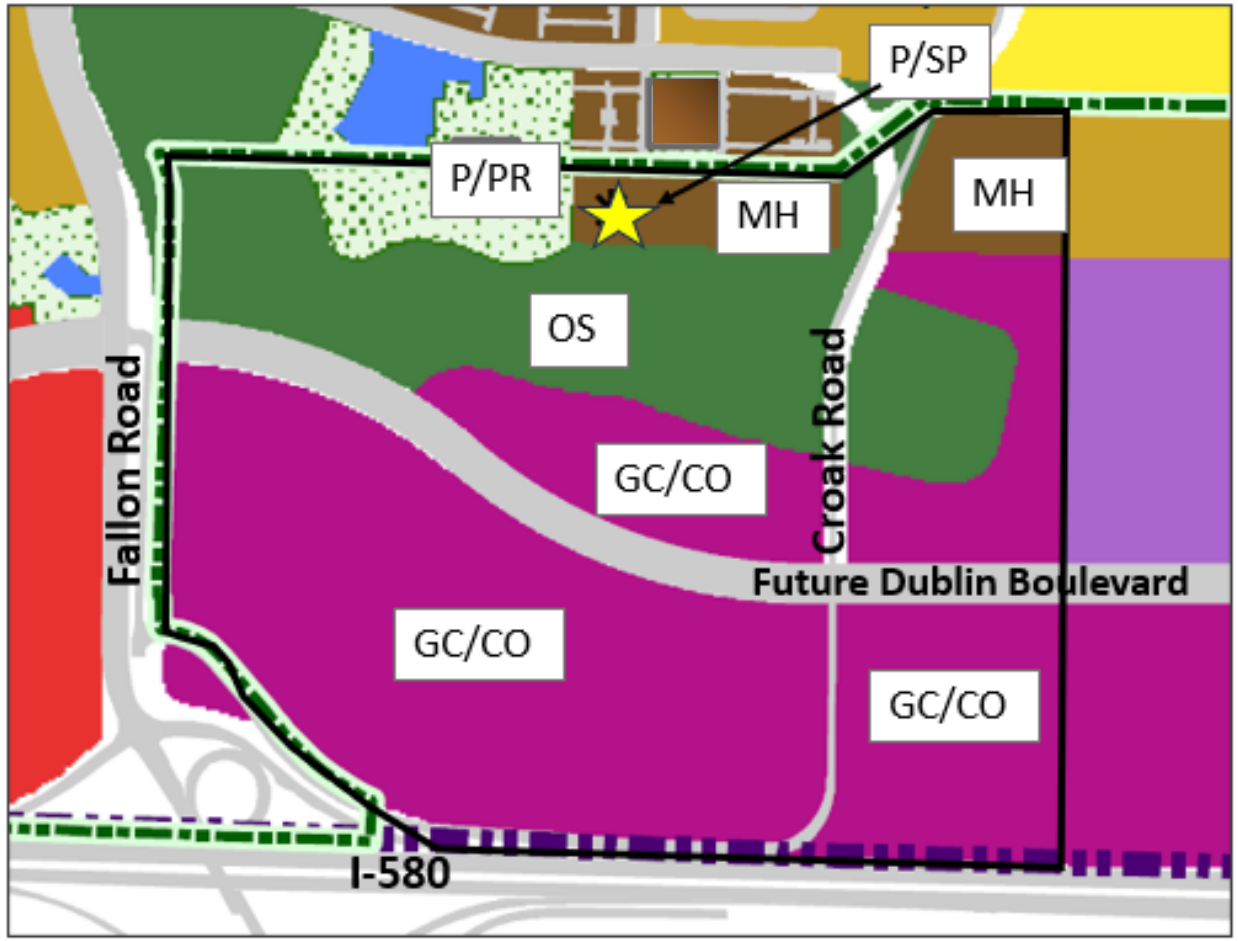
MH - Medium High Density Residential

GC/CO - General Commercial/Campus Office

P/PR - Parks/Public Recreation

OS - Open Space

P/SP - Public/Semi-Public

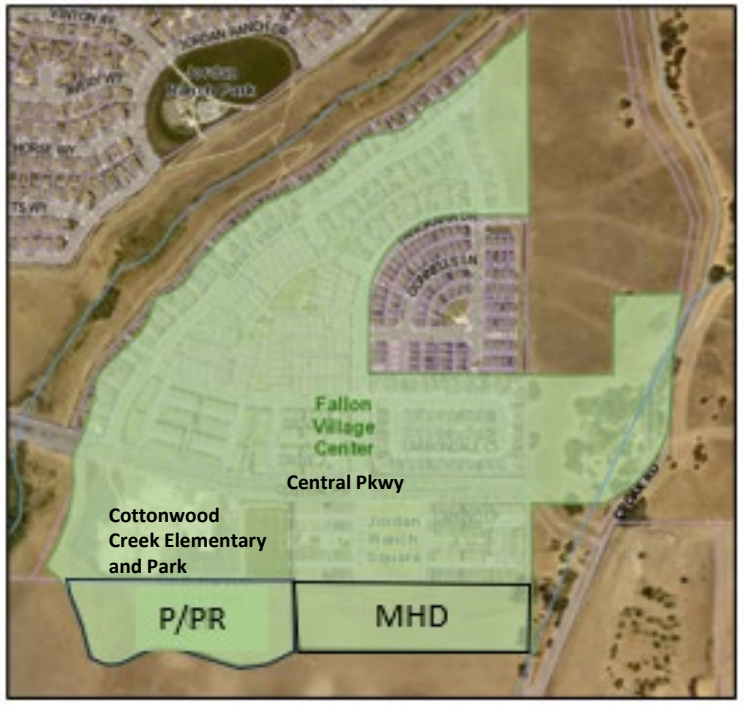


City Council's Previous Actions

- Prioritize Commercial and Industrial Development east of Fallon Road
- Over the last four years staff has worked with the property owners to incentivize development east of Fallon Road
- Council Actions to support development:
  - ✓ Fallon Road Economic Development Zone (2021)
  - ✓ General Plan Amendment (2022)
  - ❑ General Plan Amendment Initiation Request (current request)

Background - Fallon Village

- Fallon Village Project
  - 3 Floating Semi-Public designations
  - 2.5 acres located within the GH PacVest Medium High Density Residential Site

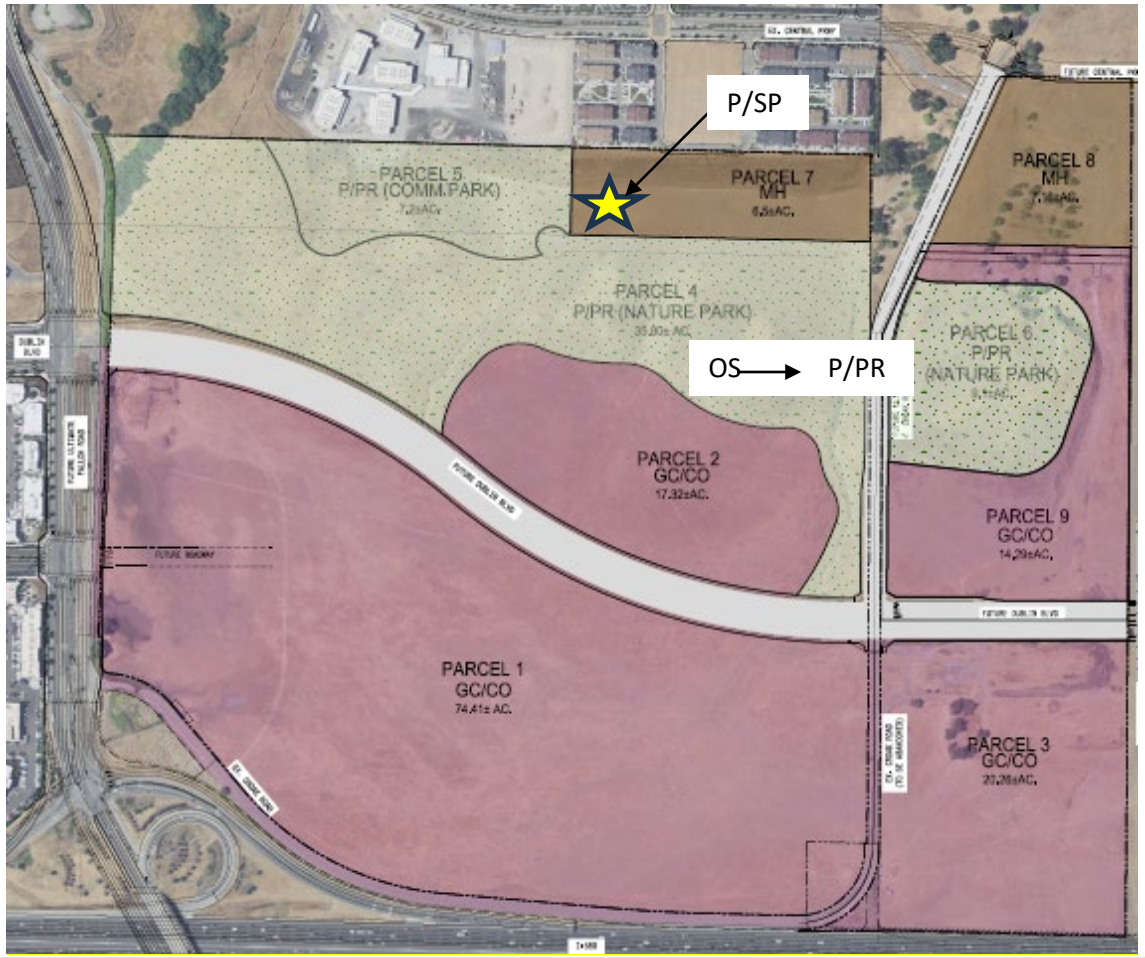


Background - Parkland

- June 20, 2023 City Council introduced an ordinance amending the Dublin Municipal Code creating a Nature Community Parkland designation to address the City's deficit of 50 acres of Nature Park.

General Plan Amendment - Request

- Eliminate 2.5 acres floating P/SP
  - Housing Element
    - Relocate the 74 units to the Transit Center site
- Convert 44.9 acres of OS to P/PR
  - Helps address City's 50-acre parkland deficit
  - Provides a future nature park with hiking and walking trails



Development Agreement Deal Terms

1. Affordable Housing
2. Dublin Blvd Extension Right-of-Way Dedication
3. Valley Link Right-of-Way Reservation
4. Community Facilities District for Service and Maintenance
5. Eastern Dublin Transportation Impact Fee Credits
6. Nature Based Parkland

Recommendation

Adopt the **Resolution** Approving the Initiation of a General Plan Amendment to Eliminate the 2.5-acre Public/Semi-Public Land use designation and Convert the Open Space land use Designation to Parks/ Public Recreation on the GH PacVest property.

Agenda Item 8.2

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: September 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Designation of Voting Delegates for the 2023 National League of Cities City Summit
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider appointing a voting delegate and up to two alternates to attend and vote on the City's behalf at the National League of Cities City Summit in November 2023.

STAFF RECOMMENDATION:

Discuss the item and appoint a voting delegate and up to two alternates to attend and vote, on the City's behalf, at the National League of Cities City Summit in November 2023.

FINANCIAL IMPACT:

Sufficient funds have been allocated in the Fiscal Year 2023-24 Adopted Budget for attendance at the November 2023 Conference.

DESCRIPTION:

The National League of Cities (NLC) is an organization through which city officials work together on a national level to further their common interests and the interests of their citizens.

The NLC City Summit is scheduled to be held November 16-18, 2023, in Atlanta, GA. During this conference, the annual business meeting is held, at which each member city is afforded the opportunity to shape the NLC's federal advocacy agenda for the upcoming year by casting a vote on preferred policy recommendations. In accordance with the NLC By-Laws, Article IV, Section 2 Member Voting (Attachment 1), the City gets two votes and is allowed one voting delegate, and two alternates, to cast those votes for the November 2023 conference. For the City of Dublin to participate in this meeting, the City Council needs to appoint a voting delegate and alternates to attend and vote on the City's behalf at the Summit.

Once City Councilmembers have been appointed, notification of the voting delegate and alternate(s) will be forwarded to the NLC.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) NLC By-Laws

NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

Bylaws of the National League of Cities

Amended on November 19, 2016

ARTICLE I.

NAME, OBJECTS, MEANS, AND DEFINITIONS

Section 1. NAME, OBJECTS, AND MEANS. The name of the organization shall be the National League of Cities (NLC). It shall be a 501 (c) (4) nonprofit organization incorporated under the laws of the State of Illinois. The National League of Cities is dedicated to advancing the public interest, building democracy and community, and improving the quality of life by strengthening the capacity of local governments and advocating for the interests of local communities.

As custodians of democratic values, local government officials work together through the National League of Cities and their state municipal leagues to safeguard the authorities and improve the capabilities of general-purpose local governments to respond to the needs and aspirations of the people.

Local government officials act together through the National League of Cities and their state municipal leagues to express and advocate for their common interests and views as responsible partners in the federal system of governance.

Section 2. DEFINITIONS. As used herein, the words "city," "municipality," "local government," and "general-purpose local governments" shall mean any city, town or township, village, borough, or county that is a corporate entity or functions as such. The term "capacity"

references the means and ability to carry out the responsibilities of general-purpose local governments. The term "state" shall include any state, territory, or possession of the United States.

ARTICLE II.

MEMBERS

Section 1. MEMBER LEAGUES. Any state league or municipality or substantially similar organization (the dues of which are paid by municipalities and consisting of not less than ten active members) is eligible for membership in NLC and may be admitted as a member league upon filing the proper application and receiving the approval of the Board of Directors.

Section 2. MEMBER CITIES. Any city in the United States may, upon payment of the prescribed annual dues, become a member city and, as such, be entitled to all the services and privileges of NLC. It is herein provided that no city which is eligible to, but elects not to, hold membership in its respective state league shall be eligible for membership in NLC.

Section 3. AFFILIATE MEMBER CITIES. If a member state league participates in NLC's Affiliate Member Program, any city in such state, upon fulfillment of the requirements of its state league, may become an Affiliate Member City. An Affiliate Member City shall be entitled to all services and privileges provided by NLC and its member leagues. Elected Municipal officials of eligible affiliate cities shall be entitled to attend and participate in all organizational meetings of NLC, subject to rules and procedures set forth by the Board of Directors.

Section 4. STATE LEAGUE CITY. Any city, upon fulfillment of the requirements of its member state leagues, shall be eligible to become an NLC State League City. An NLC State League City shall be entitled to all the general services furnished to municipalities through the member state leagues. Such state league cities will not have the voting privileges of member cities and member state leagues.

ARTICLE III.

OFFICERS AND BOARD OF DIRECTORS

Section 1. LEAGUE OFFICERS. The officers of the National League of Cities shall be: a President, a First Vice President, a Second Vice President, an Immediate Past President, and an Executive Director. The Executive Director shall be appointed by the Board of Directors and shall hold office at the pleasure of that Board. The Executive Director shall be Secretary and Treasurer of NLC. The President, the First Vice President, and the Second Vice President, all of whom are elected at the annual meeting, shall hold office for one year, or until their successors are qualified. The term of office of all newly-elected and designated officers shall commence immediately upon adjournment of the annual meeting.

Section 2. BOARD OF DIRECTORS. The affairs of the National League of Cities shall be governed by a Board of Directors consisting of: the President, the First Vice President, the Second Vice President, the Chief Executive Officers from eight (8) member leagues, and forty (40) additional at-large members, all selected in the manner provided in Article III, Section 6 and Article IV. In addition, all Past Presidents still in elective office in a member city, and the Chair of each NLC standing Federal Advocacy Committee shall serve on the Board of Directors. The Board of Directors shall conduct the affairs of NLC when representatives of the membership are not assembled, including by a majority vote of Board of Directors members, determination or modification of national municipal policies, or adoption of resolutions on national legislation affecting cities. The Board of Directors may refer to the membership through the mail or electronically on any matter which is not otherwise provided for in these bylaws, the voting thereon to be as provided in Article IV, Section 5.

Section 3. TERMS. At-large members of the Board of Directors (referred to here as "Director") shall serve a term of two (2) years from the date of their election. Directors shall take office immediately following the close of the annual meeting at which they are elected. No Director shall serve more than two (2) two-year terms. Fulfilling an incomplete term is not considered part of the term limit. Director terms shall be staggered so that approximately half the number of Directors will end their term in any given year.

Section 4: POWERS AND DUTIES OF OFFICERS. The powers and duties of the Officers of the National League of Cities shall be indicated by the general definition of the title of their offices. The President shall establish and appoint such committees as may be necessary, provided that standing Board committees shall be established by a majority vote of the Board of Directors and their membership appointed by the President. The Executive Director shall transact the financial business of NLC and keep a complete record of all transactions and, with such assistants and staff personnel as necessary, shall perform such other duties as NLC or the Board of Directors shall direct and shall receive such compensation as the Board of Directors may prescribe.

Section 5. **EXECUTIVE COMMITTEE.** There shall be an Executive Committee composed of the following members of the Board: the President, the First Vice President, the Second Vice President, the two (2) most immediate Past Presidents still in elective office in a member city, two (2) Chief Executive Officers of member leagues recommended by the President and approved by the Board, and up to three (3) members of the Board recommended by the President and approved by the Board. NLC's Executive Director shall also serve on the Committee in an *ex officio* capacity. The Executive Committee may exercise the powers of the Board between meetings of the Board unless otherwise specified by the Board. A majority of the members of the Executive Committee shall comprise a quorum. The Executive Committee shall meet at the call of the President or of a majority of its members. All official actions taken by the Executive Committee shall be reported to the Board at its next meeting or as otherwise specified by the Board.

Section 6. QUALIFICATIONS. Each elected officer of the National League of Cities shall be, at the time of their election, an elected official of a member city. Each Board member shall be, at the time of their election, an elected official of a member city or a chief executive officer, or equivalent officer of a member league.

Section 7. ELECTIONS. The elected officers and other members of the Board of the National League of Cities shall be elected in the manner provided for in Article IV. Nominations for all officers and Board members, except Past Presidents still in elective office in a member city and the Chairs of each standing federal advocacy committee, shall be made by a nominating

committee of not less than six (6) nor more than fourteen (14) members from member leagues and member cities and the most Immediate Past President, all of whom shall be appointed by the President. Nominations shall take into consideration the diversity of the membership. The Immediate Past President shall serve as Chair of the Nominating Committee. The Nominating Committee shall make its report in writing at least four hours before the scheduled election.

Section 8. VACANCIES. A vacancy shall occur in any office of the National League of Cities in the event that the person holding the office resigns or ceases to possess the essential qualifications for election to office as provided in Article III, Section 6. A vacancy in the office of President shall be filled by the succession of the First Vice President to that office. A vacancy in the office of the First Vice President shall be filled by the succession of the Second Vice President to that office. A vacancy in the office of the Second Vice President or other elected member of the Board of Directors shall continue until a new qualified person is elected under Article Ill, Section 7, unless it is filled for the unexpired term by a person selected by a majority vote of the remaining members of the Board of Directors. A vacancy which occurs for a person serving as a member of the Board of Directors as a Past President, a Federal Advocacy Committee Chair, or a Chief Executive Officer of a member league because that person ceases to possess the essential qualifications provided in Article III, Section 6 shall continue until a new, qualified Past President, Chair or Chief Executive Officer assumes such position on the Board of Directors.

Section 9. ADVISORY COUNCIL. The Board of Directors shall establish an Advisory Council, which shall consist of previous members of the Board of Directors who remain in elected office. The duties, responsibilities, and leadership of the Advisory Council shall be determined by the Board of Directors.

ARTICLE IV.

MEETINGS, VOTING, AND NATIONAL POLICIES

Section 1. MEMBERSHIP MEETINGS. An annual meeting of the membership shall take place during the organization's fall conference. At the annual meeting, the memberships shall

elect directors and officers, receive reports on activities of the association, and adopt national municipal policies for the coming year. The President may also call a special meeting of the membership. The time, place, and program of the annual meeting shall be determined by a motion of the Board of Directors. Notices of meetings for members shall be delivered to the mailing address or electronic address designated by the members not less than thirty (30) nor more than sixty (60) days before such meetings, provided that any notices required by this section may be waived before such meetings.

Section 2. MEMBER VOTING. In all meetings requiring the official decision of the National League of Cities, each member league shall be entitled to twenty votes. Each member city shall be entitled to one to twenty votes based upon population as follows:

Under 50,000	l vote
50,000- 99,999	2 votes
100,000- 199,999	4 votes
200,000 - 299,999	6 votes
300,000- 399,999	8 votes
400,000 - 499,999	10 votes
500,000-599,999	12 votes
600,000 - 699,999	14 votes
700,000 - 799,999	16 votes
800,000- 899,999	18 votes
900,000 and above	20 votes

Member cities, but not member leagues, shall be required to cast unanimous votes.

It shall be the duty of the President in advance of or at the beginning of any such meeting to appoint a credentials committee of three persons, at least one of whom shall be a representative of a member city. As soon as practicable after the naming of the credentials committee, each member league shall designate one or more voting delegates not to exceed the number of votes to

which it is entitled, and may designate alternate voting delegates not to exceed the number of its voting delegates. Each member city shall designate one voting delegate and may designate one alternate voting delegate. It shall be the duty of the credentials committee to settle any dispute concerning the voting rights of members and their voting delegates and alternate voting delegates, the number of votes each is entitled to cast, and the total number of votes of all the members of NLC.

All voting shall be by voice vote unless a weighted vote is demanded by ten percent or more of the certified votes present at the meeting. When the weighted vote is taken, voting shall be limited to the duly certified voting delegates, or their alternates, each casting the total number of votes to which the voter is entitled by the certified voting roll. A majority vote of the certified votes present at the meeting shall be required for the election of any officer or member of the Board of Directors, or for passage of any matter of business brought before the business meeting. There shall be no voting by proxy.

Section 3. MEMBER QUORUM. A quorum at the annual business meeting or special meeting shall consist of majority of the votes certified to the meeting.

Section 4. MEMBER RESOLUTIONS ON POLICIES. Resolutions on national legislation affecting cities shall be submitted to the voting delegates in writing by the Board of Directors, by a resolution committee appointed therefore, or by special petition, provided that such petition is presented to the annual convention by ten (10) voting delegates with the consent of a majority vote. A two-thirds vote shall be necessary to adopt all resolutions.

Section 5. BALLOTS BY MAIL OR ELECTRONICALLY. Except as otherwise expressly provided by these bylaws, a matter of business may be submitted to a vote of the membership through the mail or electronically. If submitted through the mail, a response from a member league shall bear the signature of the President and the countersignature of the Chief Executive Officer of such member leagues, and the response from a member city shall bear the signature of the Mayor. If submitted electronically, the response must come from the electronic address designated by the member. Weighted voting shall be in effect in all balloting through the mail or electronically.

Section 6. BOARD MEETINGS. Notices of meetings of the Board of Directors shall be delivered through the mail to the mailing address or electronically to the email address designated by the members of the Board of Directors not less than five (5) nor more than forty (40) days before such meetings, unless otherwise required by law, provided that any notices required by this section may be waived before such meetings. A majority of the directors present at a meeting shall constitute a quorum, provided that a quorum consists of no less than one-third of the directors then in office. An act of the majority of the directors present at a meeting at which a quorum is present shall be considered an act of the Board of Directors, unless otherwise required by the articles of incorporation or these bylaws.

ARTICLE V.

FINANCIAL MATTERS

Section 1. DUES AND CHARGES. The annual membership dues of the National League of Cities, and the schedule of fees or systems of charges for all other services of NLC, shall be established by a resolution of the Board of Directors. Within such resolution, general limits may be set by NLC in annual meetings. Annual membership dues and annual service charges shall be due the first day of the membership year for which they are assessed.

Section 2. FISCAL YEAR. The fiscal year of the National League of Cities shall be from October 1 to September 30, inclusive of those dates.

Section 3. ANNUAL BUDGET. The revenues and expenditures of the National League of Cities shall be planned and approved through an annual budget, and financial obligations shall be incurred based on that budget. The annual budget shall be prepared by the Executive Director under the direction of the Board of Directors. The budget shall be approved by the Board of Directors.

Section 4. ANNUAL AUDIT. An annual audit shall be made of the financial affairs of the National League of Cities by a certified public accountant designated or approved by the Board of Directors.

ARTICLE VI.

AMENDMENTS

These bylaws may be repealed or amended at the annual meeting of the membership, or through the mail or electronically. In the case of an annual meeting, a two-thirds majority of the certified votes cast at the meeting shall be necessary to pass such an amendment. In the case that an amendment is submitted through the mail or electronically, a two-thirds majority of the votes cast shall be necessary to pass such an amendment. Amendments may be proposed either by initiatory petitions signed by members present at the meeting or by resolution of the Board of Directors, provided notice of such proposed amendments to be voted on at the annual meeting shall be delivered to all members not less than fifteen days prior to that annual meeting.

In the case that an amendment is submitted through the mail or electronically, not less than forty days shall elapse before the votes are canvassed by two members of the Board of Directors. Such amendments, when adopted through the mail or electronically, shall become effective ten days after the votes are canvassed and written notice of adoption is delivered to the membership.

ARTICLE VII.

PARLIAMENTARY PROCEDURE

Except as provided in these bylaws, and such official rules and procedures for the conduct of business meetings as may be adopted by the Board of Directors, the procedures defined in *Robert's Rules of Order* (revised edition) shall prevail in matters of parliamentary procedure.