



Regular Meeting of the **DUBLIN CITY COUNCIL REGULAR MEETING**

Tuesday, December 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>

For the convenience of the City and as a courtesy to the public, members of the public who wish to offer comments electronically have the option of giving public comment via Zoom, subject to the following procedures:

- ☐ Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, December 5, 2023. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.
- ☐ Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.
- ☐ When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.
- ☐ Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Paragraph (1) of Subdivision (d) of Section 54956.9)

Name of case: Mendez v. The City of Dublin, Alameda County Superior Court Case No. 22-CV-00876

II. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case

REGULAR MEETING 7:00 PM

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Recognition of 2023 Inside Dublin Participants

The City Council will recognize the participants of the City's 2023 Inside Dublin program.

STAFF RECOMMENDATION:

Recognize the 2023 Inside Dublin participants.

[Staff Report](#)

3.2 Presentation of Banners to 2023 Military Banner Program Honorees

The City Council will present the 2023 Military Banner Program honorees with their individual banners. The Military Banner Program honors active-duty military personnel and veterans that reside in Dublin, have immediate family residing in Dublin, or have had a long-term, positive impact on the Dublin community.

STAFF RECOMMENDATION:

Present the banners.

[Staff Reports](#)

[Attachment 1 - 2023 Military Banner Walking Tour Map](#)

4. PUBLIC COMMENT

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

5. CONSENT CALENDAR

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

5.1 Approval of the November 6, 2023 Special City Council Meeting and November 7, 2023 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the November 6, 2023 Special City Council Meeting and November 7, 2023 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the November 6, 2023 Special City Council Meeting and November 7, 2023 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 - November 6, 2023 Special City Council Meeting Minutes](#)

[Attachment 2 - November 7, 2023 Regular City Council Meeting Minutes](#)

5.2 Third Amendment to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services

The City Council will consider approving a third amendment to the agreement with HF&H Consultants, LLC for Senate Bill 1383 and solid waste franchise support services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving Amendment #3 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services.

[Staff Report](#)

[Attachment 1 - Resolution Approving Amendment #3 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services](#)

[Attachment 2- Exhibit A to the Resolution - Amendment #3 to the Agreement with HF&H Consultants, LLC](#)

[Attachment 3- Agreement with HF&H Consultants, LLC](#)

[Attachment 4 - Amendment # 1 to the Agreement with HF&H Consultants, LLC](#)

[Attachment 5 - Amendment #2 to the Agreement with HF&H Consultants, LLC](#)

5.3 Two-Year Strategic Plan Quarterly Update

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

STAFF RECOMMENDATION:

Receive the report.

[Staff Report](#)

[Attachment 1 - Strategic Plan Quarterly Update](#)

5.4 Amendment to the Effective Date of Resolution 133-22 and Ordinances 16-22 and 17-22 Approving Implementing Actions Required by the 2023 – 2031 Housing Element

The City Council will consider amendments to the effective date of the resolution and ordinances approving implementing actions related to the 2023-2031 Housing Element.

This includes an amendment to Resolution 133-22 approving the General Plan and Eastern Dublin Specific Plan Amendments effective as of December 5, 2023, and an amendment to Ordinances 16-22 and 17-22 approving amendments to the Planned Development Zoning for Dublin Transit Center Sites D-2 and E-2 and Hacienda Crossings Shopping Center effective 30 days following adoption of this amendment.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and: 1) Adopt the **Resolution** Amending the Effective Date of City Council Resolution 133-22 Approving General Plan and Eastern Dublin Specific Plan Amendments; and 2) waive the reading and INTRODUCE an Ordinance Approving Amendments to the Effective Date of Ordinances 16-22 and 17-22 Amending the Planned Development Zoning for the Dublin Transit Center Sites D-2 and E-2 and for Hacienda Crossings Shopping Center.

Staff Report

[Attachment 1 - Resolution Amending the Effective Date of City Council Resolution 133-22 Approving General Plan and Eastern Dublin Specific Plan Amendments](#)

[Attachment 2 - Ordinance Approving Amendments to the Effective Date of Ordinances 16-22 and 17-22 Amending the Planned Development Zoning for the Dublin Transit Center Sites D-2 and E-2 and for Hacienda Crossings Shopping Center](#)

5.5 Annual Report of Developer Impact Fee Funds Deposits Pursuant to Government Code Annual Report of Developer Impact Fee Funds Deposits Pursuant to Government Code Sections 66002, 66006, and 66008 (AB 1600)

State law requires the City to review and report on an annual basis the status of development fees collected to finance public improvements. The report covers activity which occurred in these funds during Fiscal Year 2022-23. The analysis has determined that all funds held for more than five years are necessary to complete identified projects.

STAFF RECOMMENDATION:

Accept the report and adopt the **Resolution** Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2022-23.

Staff Report

[Attachment 1 - Resolution Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2022-23](#)

[Attachment 2 - Annual Report of Developer Impact Fee Funds for the Year Ended June 30, 2023](#)

6. PUBLIC HEARING**6.1 East Ranch Community Facilities District Formation**

The City Council will conduct a public hearing to consider forming City of Dublin Community Facilities District No. 2023 -1 (East Ranch), authorizing a limit on bonded indebtedness for the district, calling for a special mailed ballot election, declaring election results, introducing an ordinance, and conducting related proceedings.

STAFF RECOMMENDATION:

Receive, and direct the City Clerk to file with these proceedings, the Community Facilities District Report and conduct a public hearing regarding the establishment of Community Facilities District No. 2023-1 (East Ranch) and deeming it necessary to incur indebtedness for CFD No. 2023-1. If following such public hearing, no majority protest has been filed pertaining to the establishment of CFD No. 2023-1 or the levy of special taxes, initially adopt the following resolutions: 1) **Resolution** Forming the City of Dublin Community Facilities District No. 2023-1 (East Ranch); 2) **Resolution** Determining Necessity to Incur Bonded Indebtedness for City of Dublin Community Facilities District No. 2023-1 (East Ranch); and 3) **Resolution** Calling a Special Election for City of Dublin Community Facilities District No. 2023-1 (East Ranch).

Following the adoption of the above resolutions, the City Clerk will announce the results of the ballots cast in the special mailed-ballot election to be held within CFD No. 2023-1 to enable the qualified election of CFD No. 2023-1 to consider the ballot questions regarding (a) authorization to levy special taxes within CFD No. 2023-1, (b) the authorization to issue bonds secured by the levy of such special taxes and (c) the establishment of an appropriation limit for CFD No. 2023-1.

If the results of the special mailed-ballot election reveal that the propositions have received the affirmative vote of two-thirds of the votes cast, Staff recommends that the City Council take the following actions: 1) Adopt the **Resolution** Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien for City of Dublin Community Facilities District No. 2023-1 (East Ranch); and 2) Waive the first reading and INTRODUCE the Ordinance Levying Special Taxes Within City of Dublin Community Facilities District No. 2023-1 (East Ranch).

[Staff Report](#)

[Attachment 1 - Community Facilities District No. 2023-1 \(East Ranch\) Community Facilities District Report](#)

[Attachment 2 - Resolution Forming the City of Dublin Community Facilities District No. 2023-1 \(East Ranch\)](#)

[Attachment 3 - Exhibit A to the Resolution - Rate and Method of Apportionment](#)

[Attachment 4 - Resolution Determining Necessity to Incur Bonded Indebtedness for the City of Dublin Community Facilities District 2023-1 \(East Ranch\)](#)

[Attachment 5 - Resolution Calling a Special Election for City of Dublin Community Facilities District No. 2023-1 \(East Ranch\)](#)

[Attachment 6 - Resolution Declaring Results of the Special Election and Directing Recording of Notice of Special Tax Lien for East Ranch CFD](#)

[Attachment 7 - Ordinance Levying Special Taxes Within City of Dublin Community Facilities District No. 2023-1 \(East Ranch\)](#)

[Item 6.1 - PowerPoint Presentation](#)

6.2 Vacation of Right-of-Way on Croak Road and Approving a Quitclaim Deed – Public Hearing Continuation

The City Council is being asked to continue the Public Hearing for the Vacation of Right-of-Way on Croak Road and Approving a Quitclaim Deed to the December 19, 2023 City Council meeting.

STAFF RECOMMENDATION:

Continue the Public Hearing for the Vacation of Right-of-Way on Croak Road and Approving a Quitclaim Deed to the December 19, 2023 City Council meeting.

[Staff Report](#)

7. UNFINISHED BUSINESS

8. NEW BUSINESS

9. CITY MANAGER AND CITY COUNCIL REPORTS

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

10. ADJOURNMENT

This AGENDA is posted in accordance with Government Code Section 54954.2(a) If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) (ADA), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the City Clerk's Office (925) 833-6650 at least 72 hours in advance of the meeting. Upon receiving a request, the City will swiftly resolve requests for reasonable accommodation for individuals with disabilities, consistent with the federal ADA, and resolve any doubt in favor of accessibility.

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

Mission

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



STAFF REPORT CITY COUNCIL

Agenda Item 3.1

DATE: December 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Recognition of 2023 Inside Dublin Participants
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will recognize the participants of the City's 2023 Inside Dublin program.

STAFF RECOMMENDATION:

Recognize the 2023 Inside Dublin participants.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Inside Dublin was designed to inform participants about the issues facing the community and to encourage community involvement at all levels. This year's program included presentations on the City's history and governance, public safety, development and capital projects, parks and community services, general operations, and local agency partnerships.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT CITY COUNCIL

DATE: December 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation of Banners to 2023 Military Banner Program Honorees
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will present the 2023 Military Banner Program honorees with their individual banners. The Military Banner Program honors active-duty military personnel and veterans that reside in Dublin, have immediate family residing in Dublin, or have had a long-term, positive impact on the Dublin community.

STAFF RECOMMENDATION:

Present the banners.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On January 9, 2018, the City Council adopted Resolution No. 07-18 approving the creation of a Military Banner Program to honor active-duty military personnel and military veterans that reside in or have immediate family residing in the City of Dublin, or have had a long-term, positive impact on the Dublin community. The Program allows for someone to sponsor a banner to honor an active-duty member or veteran. The banners feature a photo of the honoree along with their name, rank, and branch of service.

The program has run annually since 2018 but was suspended in 2020 due to COVID-19. In this fifth year of the Program, 15 military personnel/veterans were honored. The banners were located on City streetlight poles along Dougherty Road between Scarlett Drive and Amador Valley Boulevard, in the vicinity of the Parks Reserve Forces Training Area, and were displayed between Memorial Day and Veterans Day (May through November) 2023.

This year's honorees were:

- Vaughn Lewis Baker, Sr., U.S. Army (Veteran)
- William Joseph Baldrige, U.S. Air Force (Retired)
- Merlin Carter, U.S. Air Force (Retired)
- Javier Castillo, U.S. Army (Veteran)
- Kerri Chase, U.S. Navy (Active Duty)
- Chanel R. Davis, U.S. Army (Active Duty)
- Allan Dunlop, U.S. Army (Veteran)
- Delbert T. Greer, U.S. Marine Corps (Veteran)
- Maria K. Harral, U.S. Army (Active Duty)
- Robert F. Heady, U.S. Army (Veteran)
- Maurice Lee Korte, U.S. Navy (Retired)
- Carlos M. Mendez, U.S. Marine Corps (Active Duty)
- Dennis Pearce, U.S. Marine Corps (Veteran)
- Ronald G. Satterthwaite, U.S. Navy (Veteran)
- Alex K. Squire, U.S. Army (Active Duty)

Banner honorees and sponsors will attend the City Council meeting to receive their banners.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. Banner honorees and sponsors were invited to attend the meeting and a copy of this Staff Report was sent to the banner sponsors.

ATTACHMENTS:

- 1) 2023 Military Banner Program Walking Tour Map



2023 MILITARY BANNER PROGRAM WALKING TOUR

The Military Banner program is an annual street banner display created by the Dublin City Council to honor local veterans and active duty members of the U.S. Armed Forces.

Community members may sponsor an individual banner honoring a service member with a connection to Dublin.

In 2023, the banners will be on display along Dougherty Road between Memorial Day and Veterans Day.

If you have questions about Dublin's Military Banner Program, or would like to be kept informed about sponsorship opportunities next year, please email banners@dublin.ca.gov or call (925) 833-6650.



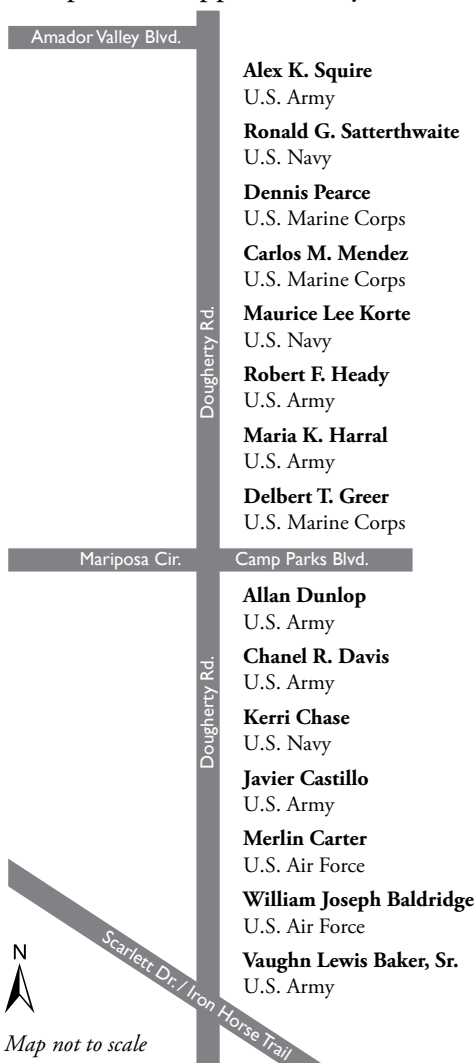
Use the camera on your smartphone to access a digital copy of the Walking Tour Map!

HONORING THOSE WHO SERVE



2023 MILITARY BANNER PROGRAM WALKING TOUR

Walk along Dougherty Road between Amador Valley Boulevard and Scarlett Drive to see the 2023 Banner Program honorees. Roundtrip walk is approximately one mile.





STAFF REPORT CITY COUNCIL

DATE: December 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the November 6, 2023 Special City Council Meeting and
November 7, 2023 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 November 6, 2023 Special City Council Meeting and November 7, 2023 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the November 6, 2023 Special City Council Meeting and November 7, 2023 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the November 6, 2023 Special City Council Meeting and November 7, 2023 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) November 6, 2023 Special City Council Meeting Minutes
- 2) November 7, 2023 Regular City Council Meeting Minutes



MINUTES OF THE CITY OF DUBLIN CITY COUNCIL

Special Meeting: November 6, 2023

A Special Meeting of the Dublin City Council was held on **Monday, November 6, 2023**, in the Regional Meeting Room at the Civic Center. The meeting was called to order at 6:01 PM., by Mayor Hernandez.

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. PUBLIC COMMENT – None.

3. STUDY SESSION

3.1 Downtown Dublin Update

The City Council held a Study Session and received a presentation City Staff as well as the City's Consultant Urban Field Studio, and the City's Public-Private Partner, American Realty Advisors (ARA), ARA's Development Manager Hines, and ARA's Master Planning Architect Gensler on the proposed implementation of the Downtown Preferred Vision.

Mayor Hernandez called for a break at 8:28 PM. Mayor Hernandez reconvened the meeting at 8:38 PM.

The City Council provided the following feedback: requested a better visual from the core area, more graduated or terraced height, and more specific information on the setbacks; requested that Site Development Review come back to the City Council; asked to retain the character and history of Dublin while providing job growth and a meaningful project; requested results from the surveys of residents done while creating the Preferred Vision and any post COVID-19 surveys conducted; wanted assurance more residential units would not be added; asked for flexibility for the life science building in case the use is not realistic when the phase is constructed; and, requested for-sale residential options.

By consensus, the City Council felt after seeing updated renderings, they would be ready for amendments to the General Plan and Downtown Dublin Specific Plan to return to the City Council for action.

4. CITY MANAGER AND CITY COUNCIL REPORTS

5. ADJOURNMENT

The meeting was adjourned by Mayor Hernandez at 9:49 p.m.

ATTEST:

Mayor

City Clerk



MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: November 7, 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, November 7, 2023, in the City Council Chamber. The meeting was called to order at 7:00 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) PRESENTATIONS AND PROCLAMATIONS

3.1) Presentation of the Diwali Proclamation

The City Council presented the Diwali proclamation.

Aditi Sharma provided public comment.

4) PUBLIC COMMENT

Jing Firmeza provided public comment.

Karis Polfer provided public comment.

5) CONSENT CALENDAR

- 5.1) Approved the October 13, 2023 Special City Council Meeting and October 17, 2023 Regular City Council Meeting Minutes.
- 5.2) Adopted Resolution No. 113-23 titled, “Accepting the Office of Traffic Safety Selective Traffic Enforcement Program Grant.”
- 5.3) Adopted Resolution No. 114-23 titled, “Approving the Plans and Specifications and Awarding a Contract to C. Overaa & Co. for the Civic Center Rehabilitation Project, CIP No. GI0122.”
- 5.4) Adopted Resolution No. 115-23 titled, “Authorizing Additional Special Designations of General Fund Reserves for Fiscal Year 2022-23,” and confirm additional General Fund reserve designations as of June 30, 2023.
- 5.5) Received an informational report of the City’s investments through the quarter ending September 30, 2023, including a monthly transaction ledger.
- 5.6) Approved the Pancreatic Cancer Awareness Month Proclamation.

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

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

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS

- 7.1) Consideration of a Resolution Authorizing the Issuance of Special Tax Bonds for and on behalf of the City of Dublin Community Facilities District No. 2015-1 (Dublin Crossing), Improvement Area No. 5 and Approving Form of and Execution of Related Documents

The City Council received a presentation regarding the fifth phase of special tax bond financing for Community Facilities District No. 2015-1 (Dublin Crossing) and the use of the bond sale proceeds to finance authorized public capital facilities and public capital facility impact fees.

Mayor Hernandez opened the public comment period.

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

On a motion by Councilmember Qaadri, seconded by Councilmember Josey, and by unanimous vote, the City Council adopted Resolution No. 116-23 titled, “Authorizing the Issuance of Special Tax Bonds for and on Behalf of The City of Dublin Community Facilities District No. 2015-1 (Dublin Crossing), Improvement Area No. 5; Approving the Form and Authorizing the Execution of a Fiscal Agent Agreement, a Purchase Contract and a Continuing Disclosure Certificate and Authorizing the Sale and Delivery of Special Tax Bonds Pursuant to said Purchase Contract; Approving the Form and Delivery of a Preliminary Official Statement and the Preparation and Distribution of a Final Official Statement to be Derived from the Preliminary Official Statement; and Approving Execution and Delivery of Other Documents and Taking of Actions as Necessary to Implement the Issuance, Sale and Delivery of the Bonds.”

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

7.2) Potential Ballot Measures for March or November 2024

The City Council received a presentation regarding proposed a ballot measure for the March 5, 2024, Presidential Primary Election or the November 5, 2024 General Election. Several proposed term limit measures were presented for the City Council’s consideration.

Mayor Hernandez opened the public comment period.

Shirley Lewandowski provided public comment.

Mike Grant provided public comment.

Jing Firmeza provided public comment.

Tom Evans provided public comment.

Susan Chan provided public comment.

John Wu provided public comment.

Guy Houston provided public comment.

Carla Slettvet provided public comment.

Mayor Hernandez closed the public comment period.

Councilmember Hu made a motion to put the ballot item on the November 2024 ballot. The motion failed due to lack of second.

On a motion by Vice Mayor McCorriston, seconded by Councilmember Qaadri, and by a three-to-two vote, the City Council selected option 3B and adopted, “Resolution of The City Council of The City of Dublin Ordering the Submission to the Qualified Electors of The City of Dublin an Ordinance Entitled “Government Accountability Act” to 1) Prohibit Councilmembers and Commissioners From Accepting Gifts from Lobbyists and City Contractors, 2) Prohibit Lobbyists from Sitting on City Commissions, 3) Amend the Term Limits for Mayor and City Council, 4) Require Posting of City Contracts on The City’s Website, 5) Calling for an Election to be Consolidated with the Statewide Election to be Held on November 5, 2024; 6) Fixing the Date and Manner of the Election and the Procedure for Voting Therein; and 7) Providing for Notice Therefor.”

RESULT:	ADOPTED [three-to-two]
MOVED BY:	Michael McCorriston, Vice Mayor
SECOND:	Kashef Qaadri, Councilmember
AYES:	Hernandez, McCorriston, Qaadri
NOES:	Josey, Hu

8) NEW BUSINESS – None.

9) CITY MANAGER AND CITY COUNCIL REPORTS

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

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 10:02 PM.

Mayor

ATTEST:

City Clerk



STAFF REPORT CITY COUNCIL

DATE: December 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Third Amendment to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services
Prepared by: Michelle Sung, Environmental Technician

EXECUTIVE SUMMARY:

The City Council will consider approving a third amendment to the agreement with HF&H Consultants, LLC for Senate Bill 1383 and solid waste franchise support services.

STAFF RECOMMENDATION:

Adopt the Resolution Approving Amendment #3 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services.

FINANCIAL IMPACT:

The third amendment to the agreement with HF&H Consultants, LLC increases the not-to-exceed compensation of the agreement by \$80,540, which includes \$15,000 contingency, for a total contract amount of \$349,515 since project inception. The increased compensation will be funded by the City's Alameda County Waste Reduction and Recycling Initiative (Measure D) Fund, and there is sufficient appropriation to cover the additional costs. There is no impact to the General Fund.

DESCRIPTION:

On June 1, 2021, the City Council adopted Resolution 55-21 approving an agreement with HF&H Consultants, LLC for Senate Bill (SB) 1383 and Solid Waste Franchise support services for a term of two years and a not-to-exceed compensation amount of \$111,075 (Attachment 3). On April 5, 2022, the City Council adopted Resolution 25-22 amending the agreement to include additional scope of work for as-needed franchise agreement technical assistance, such as performance and compensation reviews. The amendment also extended the term of the services by 12 months and increased the not-to-exceed compensation amount to \$223,075 (Attachment 4). On June 20, 2023, the City Council adopted Resolution 65-23 approving a second amendment to the agreement to

include additional assistance with SB 1383 implementation, including support for compost brokering and modification of the Dublin Municipal Code and design guidelines for development projects. The second amendment also extended the term of services by two years to June 30, 2026 and increased the not-to-exceed compensation amount to \$268,975 (Attachment 5).

Staff recommends a third amendment to the agreement with HF&H to include an additional scope of work to provide disposal contract negotiations assistance. The City's current disposal agreement with Waste Management's Altamont Landfill is set to expire on June 30, 2025, and the proposed amendment would allow HF&H to assist with negotiations with Waste Management on a new disposal contract, including the following tasks:

- Review the City's current disposal agreement and make suggestions for changes to the terms of the agreement based on the City's goals.
- Coordinate and lead negotiation meetings with the City and Waste Management.
- Draft and finalize a new disposal agreement.

The proposed amendment would increase the contract's not-to-exceed compensation by \$80,540 to a new total of \$349,515. The additional compensation includes an additional \$15,000 of contingency funds, for a total of \$30,000 contingency funds in the contract.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving Amendment #3 to the Agreement with HF&H Consultants, LLC for Senate Bill 1383 and Solid Waste Franchise Support Services
- 2) Exhibit A to the Resolution – Amendment #3 to the Agreement with HF&H Consultants, LLC
- 3) Agreement with HF&H Consultants, LLC
- 4) Amendment #1 to the Agreement with HF&H Consultants, LLC
- 5) Amendment #2 to the Agreement with HF&H Consultants, LLC

RESOLUTION NO. XX – 23

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING AMENDMENT #3 TO THE AGREEMENT WITH HF&H CONSULTANTS, LLC
FOR SENATE BILL 1383 AND SOLID WASTE FRANCHISE SUPPORT SERVICES**

WHEREAS, in March 2021, the City issued a Request for Proposals (RFP) for Solid Waste Franchise Agreement Amendment and California Senate Bill (SB) 1383 Implementation Assistance for support with contract negotiations with the City of Dublin's franchised waste hauler, Amador Valley Industries; and

WHEREAS, Staff reviewed and evaluated the proposal in accordance with the RFP rating criteria and the City entered into an agreement with HF&H Consultants, LLC for solid waste franchise agreement amendment and SB 1383 implementation services; and

WHEREAS, the City Council of the City of Dublin approved an agreement with HF&H Consultants, LLC on June 1, 2021, for Senate Bill (SB) 1383 and Solid Waste Franchise support services; and

WHEREAS, the City amended the agreement with HF&H Consultants, LLC on April 5, 2022, to increase the scope of work, increase the compensation, and extend the term of the contract; and

WHEREAS, the City further amended the agreement with HF&H Consultants, LLC on June 20, 2023 to increase the scope of work, increase the compensation, and extend the term of the contract to June 30, 2026; and

WHEREAS, the City wishes to further amend the agreement with HF&H Consultants, LLC to expand the scope of work and increase the compensation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve Amendment #3 to the agreement with HF&H Consultants, LLC, attached hereto as **Exhibit A.**

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

{Signatures on Following Page}

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**AMENDMENT #3 TO CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF
DUBLIN AND
HF&H CONSULTANTS, LLC**

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and HF&H Consultants, LLC (hereinafter referred to as "CONTRACTOR ") entered into a CONTRACTOR Services Agreement for Solid Waste Franchise Agreement Amendment and SB 1383 Implementation services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on April 5, 2022, a First Amendment to the AGREEMENT was entered into to add scope, budget, and extend the term of service to June 30, 2024; and

WHEREAS, on June 20, 2023, a Second Amendment to the AGREEMENT was entered into to add scope, budget, and extend the term of service to June 30, 2026; and

WHEREAS, the scope of work in the existing AGREEMENT is on-going; and

WHEREAS, the CITY and CONTRACTOR now mutually desire to amend the AGREEMENT to include additional scope of work as described in Exhibit A and increase the compensation.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

- 1) Section 2 shall be rescinded in its entirety and replaced with the following:

Compensation. City hereby agrees to pay Contractor a sum not to exceed \$349,515 which includes a \$30,000 contingency notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further

agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.
- 3) Except to the extent inconsistent with this Third Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.
- 4) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.
- 5) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Amendment.

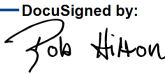
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

By: _____
Linda Smith, City Manager

HF&H CONSULTANTS, LLC

DocuSigned by:
By:  _____
Rob Hilton, President

Dated: _____

ATTEST:

By: _____
Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Contractor will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Contractor will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Subtasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecycle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.

2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance and compensation reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

Task 3- SB 1383 Technical Assistance

Subtasks:

1. Support Compost Brokering. HF&H will support the City in achieving compliance with its SB 1383 "Recovered Organic Waste Product Procurement" requirements as modified by AB 1985 in 2022. Specifically HF&H will facilitate an arrangement with Agromin, Inc. to broker the City's recovered organic waste quota each year on the City's behalf. Under this arrangement, Agromin would qualify as a direct service provider to the City. In addition, the Agreement with Agromin would have provisions for the City or City-specified projects to receive SB 1383-compliant compost or mulch products. HF&H's scope of work for this task will include negotiating an Agreement with Agromin, facilitating review of that Agreement by City Attorney's office, and preparing a brief staff report for City staff to bring the Agreement to City Council. Following City Council adoption of the Agreement, HF&H will work with Agromin at each reporting milestone to receive and review the reports and ensure that the City is on track for their annual requirements.
2. Support Modification of Municipal Code and Design Guidelines for Development Projects. HF&H will work with City staff to modify the Dublin Municipal Code to clarify requirements for new developments related to adequate space for recycling and organics. HF&H will facilitate a design session with City staff, including solid waste, engineering, and planning/building staff, to discuss the desired changes to the Municipal Code. Based on the input in the design session, HF&H will research practices in other communities to identify potential alternative approaches. HF&H

will meet again with City staff to discuss the proposed handling of the issue prior to drafting the revised code language. Based upon the agreed-upon approach, HF&H will draft the Municipal Code language and/or design guidelines for the City's consideration. The scope of work for this task includes one revised draft of the document.

3. Additional SB 1383 technical assistance may be requested by the City, as needed.

Task 4- Disposal Contract Negotiations Assistance

The City's current agreement with Waste Management for disposal of landfill waste at the Altamont Landfill expires on June 30, 2025. The Contractor will assist the City in negotiations with Waste Management on a new disposal contract. Some of the expected key terms of the agreement to be negotiated include the rate adjustment methodology, the term, compost procurement, and pricing.

Subtasks:

1. Review the City's current disposal agreement and make suggestions for changes to terms of the agreement based on the City's goals.
2. Coordinate and lead negotiation meetings with the City and WM.
3. Utilize publicly available tip fee data on local and regional landfills, knowledge of recent and applicable disposal negotiations for comparable services and compare this information to WM's proposal for services.
4. Draft and finalize changes to the disposal agreement for review by the City.
5. Support City staff with preparations and presentation to City Council.

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
HF&H CONSULTANTS, LLC**

THIS AGREEMENT for contract services is made by and between the City of Dublin ("City") and HF&H Consultants, LLC ("Contractor") (together sometimes referred to as the "Parties") as of June 2, 2021 (the "Effective Date").

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023 the date of completion specified in Exhibit A, and Contractor 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 Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **[Intentionally Deleted]**
- 1.6 **[Intentionally Deleted]**

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$111,075, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be

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

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

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

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

Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Contractor and City, if applicable.

- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1 Workers' Compensation.

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$2,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

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

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

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

4.3 All Policies Requirements.

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR’S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Contractor’s performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

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

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

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

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor further acknowledges that Contractor performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Contractor performs for the City, and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide

Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 8.6.3** Retain a different contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4** Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

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

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

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

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

HF&H Consultants, LLC
Att: Rob Hilton, President
201 North Civic Drive, Suite 230
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

City of Dublin
Att: Michelle Sung, Environmental Technician
100 Civic Plaza
Dublin, CA 94568

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

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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

SIGNATURES ON FOLLOWING PAGE

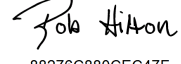
The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF DUBLIN

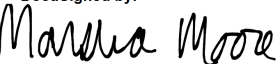
DocuSigned by:

E33836CFFC044E0...
Linda Smith, City Manager

HF&H Consultants, LLC

DocuSigned by:

88276C889CEC47F...
Rob Hilton, President

Attest:

DocuSigned by:

98B70816D23F40A...
Marsha Moore, City Clerk

Approved as to Form:

DocuSigned by:

5ED7F389739C484...
City Attorney

3070365.1

EXHIBIT A

SCOPE OF SERVICES

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecycle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for this project shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.
2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

EXHIBIT B
COMPENSATION SCHEDULE

Executive	Project Manager	Project Advisor	Lead Analyst	Admin	Labor
\$ 305	\$ 225	\$ 260	\$ 165	\$ 115	Hours

**AMENDMENT #1 TO CONTRACTOR SERVICES AGREEMENT
BETWEEN THE CITY OF DUBLIN AND
HF&H CONSULTANTS, LLC**

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and HF&H Consultants, LLC (hereinafter referred to as "CONTRACTOR") entered into a Contractor Services Agreement for Solid Waste Franchise Agreement Amendment and SB 1383 Implementation services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, the scope of work in the existing AGREEMENT is on-going and additional budget is required to complete the scope of work; and

WHEREAS, the CITY and CONTRACTOR mutually desire to amend the AGREEMENT to include additional scope of work as described in Exhibit A, increase the compensation, and extend the term of services to June 30, 2024.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

- 1) Section 1 shall be rescinded in its entirety and replaced with the following:

SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as revised 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.

- 2) Section 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2024, and Contractor 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 Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

- 3) Section 2 shall be rescinded in its entirety and replaced with the following:

COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$223,075, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

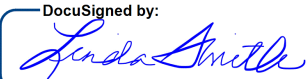
- 4) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.
- 5) Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.
- 6) All requisite insurance policies to be maintained by the Contractor pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.
- 7) The individuals executing this Amendment and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

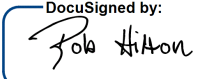
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

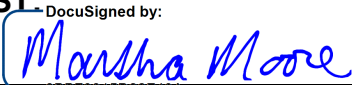
HF&H CONSULTANTS, LLC.

By: 
E33836CFEC04450...
Linda Smith, City Manager

By: 
88276C8810CEC47F...
Rob Hilton, President

Dated: 4/14/2022

ATTEST:

By: 
9BB70813D22F40A...
Marsha Moore, City Clerk

APPROVED AS TO FORM:

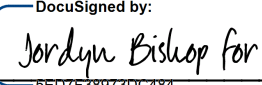
By: 
5ED7F38973DC484...
Jordyn Bishop for
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecycle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.

2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

**AMENDMENT #2 TO CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF
DUBLIN AND
HF&H CONSULTANTS, LLC**

WHEREAS, on June 2, 2021, the City of Dublin (hereinafter referred to as "CITY") and HF&H Consultants, LLC (hereinafter referred to as "CONSULTANT ") entered into a CONSULTANT Services Agreement for Solid Waste Franchise Agreement Amendment and SB 1383 Implementation services (hereinafter referred to as the "AGREEMENT"); and

WHEREAS, on April 5, 2022, the CITY and CONSULTANT amended the AGREEMENT to add scope, budget, and extend the term of service to June 30, 2024; and

WHEREAS, the scope of work in the existing AGREEMENT is on-going; and

WHEREAS, the CITY and CONSULTANT now mutually desire to amend the AGREEMENT to include additional scope of work as described in Exhibit A, increase the compensation, and extend the term of services to June 30, 2026; and

WHEREAS, the CITY and CONSULTANT now wish to amend the AGREEMENT to update the compensation schedule by modifying Exhibit B of the AGREEMENT.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the AGREEMENT is amended as follows:

- 1) Section 1.1 shall be rescinded in its entirety and replaced with the following:

Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2026, 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.

- 2) Section 2 shall be rescinded in its entirety and replaced with the following:

Compensation. City hereby agrees to pay Consultant a sum not to exceed \$268,975, which includes a \$15,000 contingency notwithstanding any contrary

indications that may be contained in Consultant's proposal, for services to be 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.

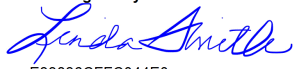
Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subconsultants of Consultant. Consequently, the Parties 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 subconsultants may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 3) Revised Exhibit A (Scope of Services) of the AGREEMENT is amended per the attached.
- 4) Revised Exhibit B (Compensation Schedule & Reimbursable Expenses) of the AGREEMENT is amended per the attached.
- 5) Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.
- 6) All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.
- 7) The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

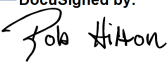
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the date of the City Manager's signature below.

CITY OF DUBLIN

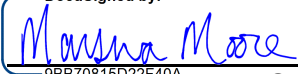
DocuSigned by:
By: 
E33836CFFC044E0...
Linda Smith, City Manager

HF&H CONSULTANTS, LLC

DocuSigned by:
By: 
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Rob Hilton, President

Dated: 6/23/2023

ATTEST:

DocuSigned by:
By: 
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Marsha Moore, City Clerk

APPROVED AS TO FORM:

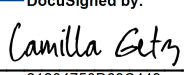
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By: 
21204750D69C449...
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Task 1- Franchise Agreement Amendments and SB 1383 Implementation

The Consultant will examine the City's existing franchise agreement with AVI to determine what tasks and activities are recommended to be included in the franchise agreement as hauler responsibilities to ensure the City's compliance with SB 1383 regulations. The Consultant will also review the City's solid waste ordinances and provide guidance on recommended updates to the ordinances to meet SB 1383 requirements.

Tasks:

1. Review the City's solid waste franchise agreement and related activities performed by the City's waste hauler to conduct a gap analysis to assess what programs and activities are needed for the City to be in compliance with all SB 1383 provisions. As part of the gap analysis, the Consultant will identify areas where the City is already meeting SB 1383 requirements and areas in which new programs/activities are required to meet SB 1383 mandates.
2. Identify SB 1383 program areas that should be implemented with City staff or resources and those that should be considered during solid waste franchise agreement contract negotiations as hauler obligations.
3. Provide a financial analysis detailing an estimate of SB 1383 program costs, both for City supported programs/activities and hauler programs and activities. The financial analysis must identify potential funding streams for the various programs/activities.
4. Support City staff in contract negotiations with AVI on SB 1383 franchise agreement amendments. Provide recommendations to the City during contract negotiations.
5. Review the City's solid waste ordinances and template ordinances provided by CalRecycle and/or StopWaste and provide a draft ordinance revision and recommendations regarding updating City ordinances to meet SB 1383 mandates.
6. Support City staff with preparations and presentation to City Council

Deliverables:

At minimum, deliverables for Task 1 shall include the following:

1. Gap Analysis on franchise agreement and other solid waste program activities to determine SB 1383 compliance status.

2. Financial Report detailing program implementation costs and potential funding sources to meet SB 1383 mandates.
3. Report outlining suggested amendments to the City's existing solid waste franchise agreement.
4. Provide a draft solid waste ordinance revision with recommendations for updates to the City's solid waste ordinances.

Task 2- Franchise Management Technical Assistance

As directed by the City, HF&H will assist with various tasks associated with monitoring, managing, analyzing, benchmarking, negotiating, and otherwise providing input regarding the City's solid waste, recyclables, and organics materials collection and post-collection contract. As directed by the City, HF&H will also assist with various tasks associated with the rates, charges, and cost of service related to the City's franchised solid waste, recyclables, and organic materials, collection and post-collection operations. Tasks may include, but are not limited to performance and compensation reviews, review of annual rate applications, and audits. HF&H will be available on a time and materials basis.

Task 3- SB 1383 Technical Assistance

Tasks:

1. Support Compost Brokering. HF&H will support the City in achieving compliance with its SB 1383 "Recovered Organic Waste Product Procurement" requirements as modified by AB 1985 in 2022. Specifically HF&H will facilitate an arrangement with Agromin, Inc. to broker the City's recovered organic waste quota each year on the City's behalf. Under this arrangement, Agromin would qualify as a direct service provider to the City. In addition, the Agreement with Agromin would have provisions for the City or City-specified projects to receive SB 1383-compliant compost or mulch products. HF&H's scope of work for this task will include negotiating an Agreement with Agromin, facilitating review of that Agreement by City Attorney's office, and preparing a brief staff report for City staff to bring the Agreement to City Council. Following City Council adoption of the Agreement, HF&H will work with Agromin at each reporting milestone to receive and review the reports and ensure that the City is on track for their annual requirements.
2. Support Modification of Municipal Code and Design Guidelines for Development Projects. HF&H will work with City staff to modify the Dublin Municipal Code to clarify requirements for new developments related to adequate space for recycling and organics. HF&H will facilitate a design session with City staff, including solid waste, engineering, and planning/building staff, to discuss the desired changes to the Municipal Code. Based on the input in the design session, HF&H will research practices in other communities to identify potential alternative approaches. HF&H

will meet again with City staff to discuss the proposed handling of the issue prior to drafting the revised code language. Based upon the agreed-upon approach, HF&H will draft the Municipal Coad language and/or design guidelines for the City's consideration. The scope of work for this task includes one revised draft of the document.

3. Additional SB 1383 technical assistance may be requested by the City, as needed.

EXHIBIT B**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

Consultant shall provide the services at the hourly rates shown in the table below. A new fee schedule is issued at the beginning of each year, as approved by the City.

	Executive	Project Manager	Project Advisor	Lead Analyst
Hourly Rate	\$305	\$225	\$165	\$115

Standard charges for common reimbursable direct expenses are as follows:

Automobile Travel – Prevailing IRS mileage rate

*Mileage fees are based on the round-trip distance from the point of origin.

*Reimbursable expenditures shall be itemized and provided as part of submitted invoices.

STAFF REPORT CITY COUNCIL

DATE: December 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Two-Year Strategic Plan Quarterly Update
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

None.

DESCRIPTION:

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

On September 19, 2023, the City Council received the Year 1 Strategic Plan update, covering the period of July 1, 2022 through June 30, 2023. Key highlights for each strategy were provided, as well as examples of how the City will continue to meet objectives throughout the second year.

The attachment to this Staff Report is the fifth of eight quarterly Strategic Plan updates, covering Quarter 1 of Fiscal Year 2023-24. Year 1 accomplishments are included for reference.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Strategic Plan Quarterly Update

CITY OF DUBLIN
2023-24 Q1 STRATEGIC PLAN UPDATE
 July 1, 2023 - September 30, 2024

Strategy 1	Downtown Dublin and Economic Development
Objective A	Continue support of the Downtown Preferred Vision and Downtown Dublin Specific Plan including improving visual and environmental quality and evaluating specific business uses.
<i>Previous Year Update:</i>	Significant progress has been made with the property owners of the Dublin Place shopping center to implement the Downtown Preferred Vision (DPV). The property owner continues to work with Community Development, Public Works, and Economic Development staff on the refinements to their master plan. Staff is preparing draft amendments to the Downtown Dublin Specific Plan (DDSP) to implement the DPV. The amendments are subject to review under the California Environmental Quality Act (CEQA), and that analysis is underway. The proposed amendments and CEQA analysis are anticipated to be considered by the Planning Commission in September and the City Council in October. Planning Staff is also preparing amendments to the DDSP to implement relaxed parking standards throughout the Downtown area. The proposed amendments would be consistent with the pilot program implemented in the Village Parkway District and consistent with the requirements of AB 2097, which went into effect in January 2023. The Planning Commission approved the BASIS Independent School application to renovate the façade of the existing Corrie Center office building and construct a gymnasium where they will operate a private school for middle and high school students. Staff and Avalon Bay are working on a large-scale public art piece that will parallel the north side of the St. Patrick's Way extension between Golden Gate Drive and Regional Street. The nearly 400-foot-long art piece will help create a sense of place in a future civic gathering space downtown and provide a visual barrier along the back of a large retail center.
<i>Quarterly Update:</i>	Staff began developing the scope of work and design feasibility for the Golden Gate Drive Intersection Improvements at Dublin Boulevard and St. Patrick Way (CIP ST0423). The Planning Commission approved the Citywide Outdoor Seating Design Guidelines to help facilitate the design of permanent outdoor seating within parking lots for eating and drinking establishments, which was approved by the City Council on September 19, 2023. The Planning Commission also recommended the General Plan and Downtown Dublin Specific Plan Amendments consisting of the following: • Adding Research and Development as a new land use

	• Increasing the residential allocation by 465 units • Decreasing the non-residential allocation by 300,000 square feet • Increasing the height and floor area ratio in “The Core” area of the Retail District • Changes to setbacks
Objective B	Pursue mixed-use projects to create economic vitality.
<i>Previous Year Update:</i>	The work being done as part of Objective A will include a mixed-use development project bordering the town square. Staff also continues to have discussions with developers who are interested in other areas of the DDSP area for mixed-use opportunities.
<i>Quarterly Update:</i>	Staff worked closely with American Realty Advisors (owners of the Dublin Place Shopping Center) and their development team on the Master Site Plan that builds upon the City’s Downtown Preferred Vision. Staff is also working with American Realty Advisors on their Planning Application for the North Project which will help relocate existing tenants on the site so redevelopment of the south project can occur.
Objective C	Grant conditional tax and/or development fee relief for new developments in the Downtown.
<i>Previous Year Update:</i>	Staff has begun developing the framework for a program that would provide the opportunity for sharing property tax revenues as well as impact fee waivers and/or reductions to support the new Downtown Preferred Vision project.
<i>Quarterly Update:</i>	Staff is finalizing the framework for a Property Tax Sharing program that will be presented to the Economic Development Committee at a future meeting.
Objective D	Support local businesses and new business attractions (ensure revenue-generating industries).
<i>Previous Year Update:</i>	Staff developed and distributed the first Holiday Gift Guide with more than 50 businesses participating. Staff also developed new marketing material to showcase Dublin as a business-friendly destination for food and beverage establishments. Additionally, Staff proactively engaged potential businesses and extended support through the Business Concierge Program for those seeking assistance. For business attraction, Staff has been reaching out to retailers and food and beverage tenants regarding second-generation restaurant spaces available. Several new tenants signed leases and submitted plans for their tenant improvements, including but not limited to Anjappar, Cloves, Pizza My Heart, Angus the Butcher Shop, Five Below, and VinFast. Staff has been working with a number of new prospective tenants with recent signed leases including, Silver Oven & Grill, Feng Cha Teahouse, Grocery Outlet, Teazzi Tea Shop, MaO Izakaya & Sushi, Building Kidz of Dublin, Tailored Shared Services LLC, Santa Maria Café, Cuppa Yo, Safelite Auto Glass, AT&T, Dublin Taqueria, Dave’s Hot Chicken, and Serendipity Labs. Staff launched the Dublin Marketplace Loyalty Rewards Program to help support Dublin small businesses, relaunched the Business Visitation Program after a hiatus due to the pandemic, launched the Dublin Business Corner (a free

	library of on-demand training courses designed to empower and educate small business owners), and launched the Small Business Navigator Program to offer technical assistance to small businesses in strategic business areas such as marketing, architecture, graphic design, business planning, and more. Additionally, Staff continued to host business roundtables for different industry sectors and conducted four business webinars. The City received and is processing an application for the redevelopment of the Hexcel Corporation site for a new business park to support the life science industry.
<i>Quarterly Update:</i>	Staff developed the second annual Holiday Gift Guide in support of small businesses, which will be distributed next quarter. The Dublin Marketplace brought on six new businesses to the platform which are as follows: Box World, TeaZenTea, Blueprint Shop, Freshmeatz, Kwaliti Ice Cream, and Café Tazza. The City continued its efforts with the Business Spotlight program, highlighting Dogtopia and Pho 99, as well as the Business Visitation program with a visit to Rezolve.ai. Staff also helped facilitate seven more requests for assistance through the Small Business Navigator Program. In addition, the City Council supported changes to the Massage Establishment Ordinance and held the first Small Business Night at the Farmers' Market with more than 20 small businesses participating. The City partnered with Patelco Credit Union HQ, Rezolve.ai, and Startup Tri-Valley to sponsor the inaugural Generative Artificial Intelligence Summit in the Tri-Valley. Moreover, the City celebrated a number of ribbon cuttings such as Learn and Play Montessori School, Satvik Eggless Bakery, TeaZenTea, and Tivoli Plaza retail center. Lastly, a Commercial Façade Improvement Grant was approved with Village Parkway Investments which will provide exterior upgrades to the building that houses Prima Vini.
Objective E	Continue the Fallon-East development strategy.
<i>Previous Year Update:</i>	The Planning Commission approved an application for a Planned Development Zoning Stage 2 Development Plan and Tentative Map for the Branaugh property. Staff is processing preliminary applications for the GH PacVest and Righetti properties as well as negotiating deal terms for the corresponding Development Agreements. Progress has been made over the last year on the Dublin Boulevard Extension Project, which will connect Dublin Boulevard to North Canyons Parkway in Livermore. Drawings have reached the 65% level, a funding plan has been developed and approved by the City Council, and the first developer agreement with BEX Development (Branaugh) has been executed.
<i>Quarterly Update:</i>	The Dublin Boulevard Extension project right-of-way certification phase is currently in progress. The City's consultant, RES Environmental Operating Company, is completing baseline studies for wetland, riparian, and stream mitigation. Staff is working with the City of Livermore staff on a memorandum of understanding for the right-of-way certification phase. In addition, the City Council approved a General Plan Amendment Initiation Request and the Development Agreement Deal Terms with GH PacVest for the Dublin Fallon 580 project.

Strategy 2	Housing Affordability
Objective A	Develop a Certified Housing Element that balances the location of housing options for all income types.
<i>Previous Year Update:</i>	The City Council adopted the Housing Element on November 15, 2022 and Staff submitted it to the California Department of Housing and Community Development (HCD) for their 60-day review. HCD provided minor comments which Staff is actively working to address in order to achieve a certified Housing Element.
<i>Quarterly Update:</i>	Staff revised the adopted 2023-2031 Housing Element to address comments received from HCD. The revised adopted Housing Element was resubmitted to HCD for review on August 21, 2023.
Objective B	Ensure the City's inclusionary zoning regulations incentivize targeted housing production.
<i>Previous Year Update:</i>	Staff prepared and issued a request for proposals from consultants to assist with preparing an inclusionary zoning feasibility study and Commercial Linkage Fee nexus study in concert with Objective 2.C. Proposals were received from five consultants and an agreement with EPS Consulting was approved by the City Council on April 18, 2023. Staff and the EPS consulting team are preparing an analysis and recommendations regarding the Inclusionary Zoning Regulations, Affordable Housing In-lieu Fee and a nexus study for the Commercial Linkage Fee. The City Council will hold a study session to review this information in August 2023.
<i>Quarterly Update:</i>	On August 15, 2023, the City Council received an informational report on the Inclusionary Zoning and Affordable Housing In-Lieu Fee Feasibility Study and the Commercial Linkage Fee Nexus Study. The City Council provided initial feedback and direction regarding updates to these programs. On September 19, 2023, the City Council received an informational report and directed Staff to prepare the amendments to the Inclusionary Zoning Regulations. Staff is preparing the amendments, as well as preparing amendments to the Affordable Housing In-Lieu Fee and Commercial Linkage Fee programs.

Objective C	Prepare a nexus study to evaluate the affordable housing commercial linkage fee and affordable housing in-lieu fee for for-sale and rental housing.
<i>Previous Year Update:</i>	See above. Activity related to the commercial linkage fee and affordable housing in-lieu fee was completed in concert with Objective 2.B.
<i>Quarterly Update:</i>	The report has been completed and the recommendations will be brought to the City Council in the third quarter.
Objective D	Facilitate the production of affordable housing for lower income seniors, workforce, and special needs households.
<i>Previous Year Update:</i>	The City was awarded a \$3.3M Local Housing Trust Fund Grant from the California Department of Housing and Community Development for the 300-unit Amador Station affordable housing project adjacent to the West Dublin/Pleasanton BART Station. Additionally, Staff worked with the Amador Station development team on modifications to the project phasing and the terms of a pre-construction loan. The City Council approved the Amador Station First Amended and Restated Community Benefit Program Agreement and Amended and Restated Affordable Housing Assistance Agreement and Transfer of the Agreements to The Related Companies of California. Staff continues to work with Alameda County to assign the Transit Center Site D-1 to Eden Housing for an affordable housing development. Staff worked with Eden Housing on an Affordable Housing Assistance Agreement, which was approved by the City Council on June 20, 2023. Staff continues to work with the developers of the Regional Street Senior Affordable Housing project and the Amador Station project to facilitate funding and development of both projects. The Alameda County Surplus Property Authority continued to work with the City on the future development of an affordable housing project adjacent to the construction of the new parking garage at the East Dublin Transit Center. The future project can accommodate up to 99 units. The City Council authorized an affordability plan for the Francis Ranch project off Croak Road and Central Parkway in Dublin, which will include 77 units of for-rent affordable housing, of which 22 units will be for Sunflower Hill to help meet the needs of the intellectual and developmentally disabled (IDD) community. Additionally, the project will have 50 low-income accessory dwelling units, along with 18 for-sale moderate-income housing units. The City was able to negotiate the dedication of land for the development of the SCS Property on the east side of Tassajara Road for an affordable housing project, currently anticipated to serve the IDD community. The project, which can accommodate up to 100 units, will be fully integrated with the rest of the project and is consistent with the City Council's Preferred Plan for the property.
<i>Quarterly Update:</i>	Staff is working with Landsea Homes to subdivide The DC Project to create a legal parcel for the affordable housing site. The Alameda County Surplus Property Authority continues to work with Staff on the disposition of the property

	adjacent to the future BART parking garage for affordable housing. Staff is having ongoing discussion with Sunflower Hill and Eden Housing regarding the Francis Ranch project.
Objective E	Review the housing market analysis and establish a strategy to meet the “middle market” demand, if needed, to ensure right mix.
<i>Previous Year Update:</i>	Staff completed the analysis of middle market housing demand and prepared a report outlining the findings and recommendations. The report was provided to the City Council via memorandum in May 2023.
<i>Quarterly Update:</i>	Completed.
Objective F	Review ownership programs for first-time buyers and explore alternative options.
<i>Previous Year Update:</i>	Not started.
<i>Quarterly Update:</i>	Staff has started reviewing the First Time Homebuyer Loan Program for amendments to make the program more effective.
Strategy 3	Infrastructure Maintenance and Reinvestment
Objective A	Use surplus and lump sum funding to increase the City’s internal service funds.
<i>Previous Year Update:</i>	Both the FY 22-23 and FY 23-24 Budgets include a \$2 million transfer to the Internal Service Fund (ISF) for facilities preventative maintenance. Staff is working on a review of the Internal Service Funds to ensure that funding is aligned with future replacement needs.
<i>Quarterly Update:</i>	Staff is currently working on a review of the Internal Service Funds (ISF) to ensure all future replacement needs are captured and have sufficient funding. Any adjustments to the City’s ISF will be included as part of the FY 2024-26 two-year budget cycle.

Objective B	Provide on-going condition assessments of aging city facilities and assets.
<i>Previous Year Update:</i>	The City successfully recruited and hired a Maintenance Coordinator, who joined the Dublin team in January 2023. The position is supporting the Maintenance Division in monitoring work on City assets. The City's maintenance contractor is conducting quarterly inspections of parks and facilities to evaluate the condition of equipment and infrastructure to help make informed decisions about repair, replacement, and maintenance schedules.
<i>Quarterly Update:</i>	The City's maintenance contractor continues to conduct quarterly inspections of parks and facilities. The Parks and Community Services Department Park Monitors assist in providing weekly inspections of City parks and outdoor facilities, which helps deliver a faster response to maintenance needs. Infrared thermographic electrical inspections were completed to gather electrical equipment condition information at several City buildings. This effort augments the preventive maintenance program by identifying areas with increased risk of equipment and electrical failure. Condition assessment and inspection of City bridges and large storm drain culverts continue. This effort results in recommended maintenance or minor repair of the facilities.
Objective C	Explore finance options for long-term pavement management needs.
<i>Previous Year Update:</i>	The City received approval from the Metropolitan Transportation Commission (MTC) for \$48,000 in grant funding through the Pavement Management Technical Assistance Program (P-TAP), Round 24. Public Works Staff has begun working with MTC's consultant to do the pavement condition assessment and prepare for the resulting analysis. Public Works Staff is also working with a pavement engineering consultant to develop recommendations for a multi-year pavement preservation program and a pavement condition index goal.
<i>Quarterly Update:</i>	Staff continues to work with the pavement engineering consultant to evaluate the pavement network and condition, to develop various strategies for resurfacing and rehabilitation, and to update the City's StreetSaver program cost estimates. This effort will result in a recommended pavement condition index goal and multi-year pavement preservation program.
Objective D	Explore use of funding mechanisms like community facilities districts for capital and on-going maintenance needs.
<i>Previous Year Update:</i>	Staff is collaborating with the developer of the East Ranch project and City financial consultants to develop a Community Facilities District (CFD) for facility infrastructure and a CFD for services (maintenance of public improvements). Staff is also working with the financing team to develop a facilities CFD to recover City mitigation costs which the City is advancing as part of the Dublin Blvd Extension project.

	The Branaugh Property project was approved, including a Development Agreement that requires the developer to cooperate in the formation of a services CFD for maintenance and the facilities CFD for the mitigation of Dublin Boulevard Extension.
<i>Quarterly Update:</i>	The Francis Ranch (formerly East Ranch) Community Facilities District (CFD) for facility infrastructure and services (maintenance of public improvements) has started the initial formation process. Staff is currently negotiating a Development Agreement for the Righetti Property project, which could require the developer to cooperate in the formation of a services CFD for maintenance and the facilities CFD for the mitigation of Dublin Boulevard Extension. The GH PacVest Property project has approved deal points for a Development Agreement that could result in the formation of a services CFD for maintenance of public improvements.
Objective E	Continue to implement measures identified in the Climate Action Plan (CAP).
<i>Previous Year Update:</i>	Two CAP 2030 Reach Codes were adopted as part of the 2022 Building Code: all-electric new construction (Measure EE-1) and electric vehicle charging stations (Measure SM-1) codes. Consistent with CAP Measure MM-2: Reduce the Embodied Greenhouse Gas Emissions Associated with Building Materials, a low carbon concrete specification has been implemented and installed in one location with more locations planned. Staff has also begun work on CAP Measure SM-2, Develop an Electric Vehicle Infrastructure Plan.
<i>Quarterly Update:</i>	Staff continued working on Climate Action Plan (CAP) Measure SM-2: Develop an Electric Vehicle Infrastructure Plan. Staff also initiated an update on the Municipal Fleet Electrification Plan, consistent with CAP 2030 Measure ML-3: Electrify Municipal Vehicle Fleet and Equipment. Additionally, work on a potential low carbon concrete building code continues, consistent with Measure MM-2: Reduce the Embodied Greenhouse Gas Emissions Associated with Building Materials. CAP 2030 committed the City to a greenhouse gas (GHG) emissions inventory for calendar year 2022. All data to conduct the inventory for 2022 was collected, and the analysis has commenced.

Strategy 4	Organizational Health
Objective A	Use existing reserves to address the unfunded Dougherty Regional Fire Authority (DRFA) pension liability.
<i>Previous Year Update:</i>	The FY 22-23 Budget included a lump-sum payment of \$3.46 million from the designated reserve to address the DRFA unfunded pension liability. Staff worked with the City of San Ramon on a Memorandum of Understanding (MOU) for

	the methodology to split each City's allocated share of DRFA's unfunded liabilities, assets, and annual payment amounts. The MOU was approved by the Dublin City Council in May 2023 and the payment was made in June 2023.
<i>Quarterly Update:</i>	No change from previous update.
Objective B	Complete an update to the Public Facility Fee Program.
<i>Update:</i>	Staff retained the services of Willdan to assist with the update to the program. During this period, Willdan compiled all the necessary data to inform the various fee amounts by category, and Staff presented the report to the City Council in September 2023.
<i>Quarterly Update:</i>	This has been completed with the new fees taking effect on January 1, 2024.
Objective C	Make annual contributions to reserves for the early payoff of the energy efficiency bonds.
<i>Previous Year Update:</i>	The City Council approved a shift of \$2 million from the FY 21-22 General Fund surplus to the existing reserve for bond payoff. The special designation of General Fund Reserves for FY 22-23 included an additional \$1 million to towards early payoff. The reserve balance as of June 30, 2023, is \$7 million. The bonds can be paid off as early as June 1, 2029 at the remaining principal of \$12.9 million. This would save the City about \$3.1 million in interest payments over the course of the remaining 12 years.
<i>Quarterly Update:</i>	No change from previous update.
Objective D	Conduct a feasibility study into fiber connectivity between City facilities.
<i>Previous Year Update:</i>	IT Staff has removed old, outdated communication lines (T1 lines) to Shannon, Senior, Heritage, and Corp Yard and replaced them with AT&T Switched Ethernet (ASE) links at a speed of 50 megabits/second (Mbps). This has significantly increased the bandwidth and reliability of those facilities. IT Staff is working to finalize a municipal fiber master plan RFP for the future City-owned municipal fiber connectivity to facilities. The RFP will be released in fall 2023. In preparation, IT Staff is collaborating with Public Works Staff to define requirements for fiber around the City, and Public Works Staff completed an inventory of all existing citywide communications infrastructure and added that information in the City's internal Geographic Information Systems database to see gaps in the network. The first phase of the fiber optic infrastructure along Dublin Boulevard from San Ramon Road to City Hall is complete.
<i>Quarterly Update:</i>	The upgrade of the Traffic Operations Center at City Hall, as part of the Dublin Arts Center Project, is currently underway. This project is in preparation for the second phase of the fiber optic communications upgrades along Dublin Boulevard from San Ramon Road to City Hall. Public Works Staff continues to look for opportunities to close the gap in the network by installing fiber optic infrastructure as part of other Capital Improvement Projects and Development projects.

Objective E	Complete an update to the User Fee Study.
<i>Previous Year Update:</i>	An RFP to conduct the User Fee Study will be released in calendar year 2023. The project, scheduled to start in January 2024 and take roughly three months to complete, calculates the cost of providing City services by studying the staff time and overhead costs to do. The study will be the basis of a fee structure that will be proposed to the City Council in May/June 2024.
<i>Quarterly Update:</i>	A Request for Proposals was released in October 2023, and Staff is currently reviewing proposals, with the project scheduled to start in January 2024. The Study typically takes three months to complete and will calculate the cost of providing services by studying staff time and identifying all costs associated with providing services.

Strategy 5	Safe and Accessible Community
Objective A	Evaluate the feasibility and strategies for a community-wide fiber network.
<i>Previous Year Update:</i>	The fiber master plan (refer to update of Objective 4D) will include examining the need for expanding high-speed internet to sections of the community.
<i>Quarterly Update:</i>	No changes from previous update.
Objective B	Continue to engage with the community using all appropriate methods to share and exchange information.
<i>Previous Year Update:</i>	Following the completion of a language survey, Communications Staff has been issuing press releases in three alternative languages – Hindi, simplified Chinese, and Spanish. The translated press releases have been sent to news outlets catering to these communities. Staff has purchased a chatbot Artificial Intelligence (AI) for the City's website. The chatbot will allow customers to converse with City personnel via a live agent or AI in their chosen language. The AI will be available 24/7, while live agents will be available during business hours. The Chatbot AI is scheduled to go live by October 2023.
<i>Quarterly Update:</i>	Additional testing of the Chatbot AI is needed due to compatibility issues and the new anticipated live date is January 2024.
Objective C	Provide more opportunities for residents to complete transactions with the City online, with appropriate security measures.
<i>Previous Year Update:</i>	Staff is implementing the new enterprise resource planning software, which will allow residents and businesses to pay for non-recreation services through this web-based portal upon completion. Completion of all modules is anticipated in FY 22-24.
<i>Quarterly Update:</i>	No changes from previous update.
Objective D	Ensure programs remain affordable and accessible to all members of the community, especially lower income families and seniors.

<i>Previous Year Update:</i>	Staff partnered with KTVU Channel 2 to host a free admission day at The Wave on August 12, 2022. The event allowed those with certain financial constraints to visit The Wave at no charge. Roughly 400 participants attended the event, many enjoying the award-winning facility for the first time. As part of the "3 for 3 in 2023" Summer Campaign, a Dublin household won a 2023 Wave Waterpark Family Season Pass for up to four family members (a \$208 value) after meeting the entry criteria and participating in the drawing. The Summer Campaign was highlighted in the 2023 Camps and Aquatics Activity guide, and the entry deadline was March 31, 2023. A total of \$5,173 was awarded through the Youth Fee Assistance Program, benefiting 23 children and affording them the opportunity to participate in activities ranging from swim lessons to various summer camp programs. Four seniors utilized the Senior Fee Assistance Program, a value totaling \$710. The money was used toward Senior Center Punch Cards. From April through June of this year, \$213 was donated to the Youth Fee Assistance Program and \$87 to the Senior Fee Assistance Program. The City partnered with Futures Explored, an organization that works with individuals who have intellectual and/or developmental disabilities (IDD). Together, the City and the Futures Explored program, Workforce Inclusion Network (WIN) for All, enable the hiring of IDD individuals in a variety of City positions in the Parks and Community Services Department. The program has facilitated the hiring of eight new staff members from the IDD community.
<i>Quarterly Update:</i>	The Parks and Community Services (PCS) Department awarded \$1,600 in Youth Fee Assistance Program funding, benefiting eight families who were able to participate in swim lessons, martial arts, and Junior Warriors Basketball. The Senior Fee Assistance Program awarded \$200 for punch cards. The PCS Department is introducing a 10% Military Discount for all programs with the discount going into effect with the publishing of the 2024 Spring Activity Guide. The Wave offered several opportunities for families to save money during July 1, 2023 – September 30, 2023, such as: • Wave Goodbye to Summer (August 4, 2023) allowed families to enjoy one free Youth Admission by purchasing a regular-price youth or adult admission. 75 Coupons were processed for a total discounted amount of \$1,232. • 840 Dublin Students and Dublin Athletic \$2.00 coupons were processed for a total discount of \$1,680 for Dublin residents. • The Wave provided discounted admission to active or retired military individuals. 517 military admission tickets were sold at \$10 each, saving families \$5 – \$9 per admission ticket.
Objective E	Support existing and innovative public safety efforts, like the DPS Behavioral Health Unit.

<i>Previous Year Update:</i>	Dublin Police Services (DPS) hired a second clinician to complete its Behavioral Health Unit staffing and they are working closely with the deputies and with the community in need. Staff successfully submitted a Community Project Funding Request with Congressman Swalwell to fund the hiring of an additional clinician to focus on providing services for school-aged youths. The City purchased additional situational awareness cameras for key intersections in Dublin, with a focus on parks and school areas. Additionally, DPS hosted the first Trunk or Treat event for the community in October. The event was well attended by the community.
<i>Quarterly Update:</i>	The Dublin Police Behavioral Health Unit continues to be successful, averaging a case load of about 20 clients monthly. The City purchased additional FLOCK license plate reader cameras, which will assist in both in-progress crimes and on-going investigations. Dublin Police Services (DPS) was awarded an \$81,000 grant from the California Office of Traffic Safety. The grant funds will be used for both education and enforcement to reduce the number of injury accidents and accidents involving impaired drivers. Additionally, DPS hosted the 40th Annual National Night Out, visiting 31 neighborhood locations with more than a thousand community members in attendance.
Objective F	Support community awareness of protected and preserved open space in and around Dublin.
<i>Previous Year Update:</i>	The Dublin Trail Challenge encouraged community members to walk, run, or hike all 26 miles of trails in Dublin. The event was free and open to all ages, and those that completed the challenge received a free shirt. The City hosted another <i>Goosechase</i> game that encouraged people to visit places all around Dublin using pictures of those sites from years ago and photograph the sites to see how they have changed. The game encouraged residents to visit parks and places of historical interest all around Dublin. The community bike ride on May 25 started at Civic Center, stopped at Don Biddle Community Park, and ended at the Farmers' Market, where participants received a \$5 coupon to use with the vendor of their choosing. There were eight participants in the event. The People of the Parks (P.O.P.) Program was created as an ongoing, incentivized program encouraging community efforts to "Keep Dublin Clean & Green." The program is designed for residents frequenting parks, sidewalks, and trails and empowers them to support City beautification efforts by carrying a litter stick and bag and keeping those areas free of litter and debris. The program is also designed for people who might not actively use City facilities and

	amenities but want to start getting involved in taking care of their community, and for businesses interested in promoting clean commercial areas. The program is scheduled to launch in early September 2023.
<i>Quarterly Update:</i>	People of the Parks launched in early September 2023. To date, the program has 200 individual volunteers and 19 organizations assisting in keeping Dublin clean and green. Participants received a tool kit, including a litter stick, reusable bag, and gloves. The program assists in litter pickup throughout the City, including Dublin parks, trails, and facilities.



STAFF REPORT

CITY COUNCIL

DATE: December 5, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Linda Smith, City Manager
SUBJECT: Amendment to the Effective Date of Resolution 133-22 and Ordinances 16-22 and 17-22 Approving Implementing Actions Required by the 2023 – 2031 Housing Element
Prepared by: Jeff Baker, Community Development Director

EXECUTIVE SUMMARY:

The City Council will consider amendments to the effective date of the resolution and ordinances approving implementing actions related to the 2023-2031 Housing Element. This includes an amendment to Resolution 133-22 approving the General Plan and Eastern Dublin Specific Plan Amendments effective as of December 5, 2023, and an amendment to Ordinances 16-22 and 17-22 approving amendments to the Planned Development Zoning for Dublin Transit Center Sites D-2 and E-2 and Hacienda Crossings Shopping Center effective 30 days following adoption of this amendment.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and: 1) Adopt the **Resolution** Amending the Effective Date of City Council Resolution 133-22 Approving General Plan and Eastern Dublin Specific Plan Amendments; and 2) waive the reading and INTRODUCE an Ordinance Approving Amendments to the Effective Date of Ordinances 16-22 and 17-22 Amending the Planned Development Zoning for the Dublin Transit Center Sites D-2 and E-2 and for Hacienda Crossings Shopping Center.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background

Each local government in California is required to adopt a comprehensive, long-term General Plan for the physical development of the jurisdiction. A certified Housing Element is one of seven mandatory elements of the General Plan. Housing Element law mandates that local governments

update their Housing Element every eight years to demonstrate how the jurisdiction has adequately planned to meet the existing and projected housing needs of all economic segments of the community.

On November 15, 2022, the City Council adopted Resolution 133-22, which approved the Housing Element and associated General Plan and Eastern Dublin Specific Plan amendments. The City Council also introduced Ordinances 16-22 and 17-22, which were adopted on December 6, 2022, approving related amendments to the Planned Development Zoning for the Dublin Transit Center and Hacienda Crossings Shopping Center, respectively. The Resolution also directed Staff to submit the draft Housing Element to the California Department of Housing and Community Development (HCD) for review and certification, and authorized Staff to make non-substantive changes in response to HCD comments to achieve certification. On November 18, 2022, Staff submitted the draft 2023-2031 Housing Element for review and certification. Staff and the consultant are continuing to work with HCD staff to achieve certification of the Housing Element.

Analysis

Resolution 133-22 and Ordinances 16-22 and 17-22 state that they do not become effective until certification of the 2023-2031 Housing Element by HCD. On August 15, 2023, the City Council amended Resolution 133-22 to make adoption of the Housing Element effective as of November 15, 2022. The City's intent was to defer the adoption of the related General Plan and specific plan amendments and rezonings until HCD certified the Housing Element. However, State law requires the City to adopt the rezones required by the Housing Element no later than January 31, 2024. Failure to do so could significantly limit the City's discretion related to land use decisions.

The Housing Element was resubmitted to HCD for subsequent review on November 20, 2023. HCD has 60 days to complete that review and determine if they find the updated Housing Element substantially in compliance with State law and thus meets their requirements for certification. To ensure the rezones are effective by January 31, 2024, Staff recommends amending Resolution 133-22 to make adoption of the General Plan and Eastern Dublin Specific Plan Amendments effective immediately. Staff further recommends amending Ordinances 16-22 and 17-22, making them effective 30 days following adoption of the amendments.

ENVIRONMENTAL DETERMINATION:

Pursuant to the requirements of the California Environmental Quality Act (CEQA), the City prepared an Initial Study/Negative Declaration (IS/ND) for the project.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Housing Affordability

Objective A: Develop a Certified Housing Element that balances the location of housing options for all income types.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda and the Staff Report were made available on the City's website. A public notice was published in the *East Bay Times* and posted at several locations throughout the City. The public notice was provided to all people who have expressed an interest in being notified of meetings.

ATTACHMENTS:

- 1) Resolution Amending the Effective Date of City Council Resolution 133-22 Approving General Plan and Eastern Dublin Specific Plan Amendments
- 2) Ordinance Amending Amendments to the Effective date of Ordinances 16-22 and 17-22 Amending the Planned Development Zoning for the Dublin Transit Center Sites D-2 and E-2 and for Hacienda Crossings Shopping Center

RESOLUTION NO. XX – 23**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****AMENDING THE EFFECTIVE DATE OF CITY COUNCIL RESOLUTION 133-22 APPROVING
GENERAL PLAN AND EASTERN DUBLIN SPECIFIC PLAN AMENDMENTS
(PLPA-2022-00036)**

WHEREAS, the State of California requires cities and counties to adopt a comprehensive, long-term General Plan for the physical development of the City; and

WHEREAS, the Housing Element is one of seven mandated elements of the General Plan and must address the existing and projected housing needs for all economic segments of the community; and

WHEREAS, State law requires Housing Elements to be updated every eight years; and

WHEREAS, the City of Dublin prepared the 2023 – 2031 Housing Element in accordance with State law, and associated amendments to the General Plan, including the Land Use Element and Land Use Map, and Seismic Safety and Safety Element, and associated amendments to the Eastern Dublin Specific Plan which are collectively referred to as the “Project”; and

WHEREAS, the California Environmental Quality Act (CEQA), together with the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared; and

WHEREAS, the City prepared an Initial Study for the Project to determine if it may have a significant effect on the environment; and

WHEREAS, the Initial Study determined that the Project would not have any significant environmental effects and the preparation of a Negative Declaration was the appropriate CEQA document; and

WHEREAS, the Initial Study/Negative Declaration was circulated for public review from October 4, 2022, through November 2, 2022; and

WHEREAS, on November 15, 2022, the City Council held a properly noticed public hearing on the Project, including the Initial Study/Negative Declaration, at which time all interested parties had the opportunity to be heard; and

WHEREAS, on November 15, 2022, the City Council did hear and use independent judgment and considered all said reports, recommendations, and testimony and adopted Resolution 133-22 which adopted the Project and the related Initial Study/Negative Declaration effective upon certification of the 2023 – 2031 Housing Element by the California Department of Housing and Community Development (HCD); and

WHEREAS, on August 15, 2023, the City Council amended Resolution 133-22 to make adoption of the Initial Study/Negative Declaration and approval of the 2023 – 2031 Housing Element effective on November 15, 2022; and

WHEREAS, the City Council's intent was to defer the adoption of the related General Plan and Specific Plan amendments until HCD certified the Housing Element, and the Resolution provided that it would not become effective until HCD certified the Housing Element; and

WHEREAS, if the Housing Element is certified by the California Department of Housing and Community Development (HCD) after January 31, 2022, State law requires the City to complete rezones required by the adopted 2023-2031 Housing Element by January 31, 2024 or risk loss of local control over land use decisions; and

WHEREAS, the Housing Element was resubmitted to HCD for review on November 20, 2023, starting a 60-day review period.

NOW, THEREFORE, BE IT RESOLVED that the City Council affirms the findings and recitals contained in Resolution 133-22; and

BE IT FURTHER RESOLVED that the Dublin City Council hereby amends Resolution 133-22 to make adoption of the General Plan and Eastern Dublin Specific Plan Amendments effective on December 5, 2023.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

ORDINANCE NO. XX – 23**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING AMENDMENTS TO THE EFFECTIVE DATE OF ORDINANCES 16-22 AND 17-22 AMENDING THE PLANNED DEVELOPMENT ZONING FOR THE DUBLIN TRANSIT CENTER SITES D-2 AND E-2 AND FOR HACIENDA CROSSINGS SHOPPING CENTER (APNs: 986-0034-012-00, 986-0034-014-00, 986-0008-009-00 AND 986-0008-010-00) (PLPA-2022-00036)**

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

- A. The State of California requires cities and counties to adopt a comprehensive, long-term General Plan for the physical development of the City.
- B. The Housing Element is one of seven mandated elements of the General Plan and must address the existing and projected housing needs for all economic segments of the community.
- C. State law requires Housing Elements to be updated and certified by the California Department of Housing and Community Development (HCD) every eight years.
- D. The City of Dublin prepared the 2023 – 2031 Housing Element in accordance with State law, and is currently under review by HCD.
- E. The Housing Element must include an inventory of specific sites or parcels that are suitable for residential development and available for use in the planning period to accommodate the City's Regional Housing Needs Allocation (RHNA), which is included as Appendix D: Adequate Sites Analysis in the 2023 – 2031 Housing Element.
- F. A portion of the remaining need is proposed to be accommodated on Sites D-2 and E-2 (APNs: 986-0034-012-00 and 986-0034-014-00) at the Dublin Transit Center, and Hacienda Crossings Shopping Center (APNs: 986-0008-009-00 AND 986-0008-010-00).
- G. If the Housing Element is certified by the California Department of Housing and Community Development (HCD) after January 31, 2022, State law requires the City to complete the rezones required by the adopted 2023-2031 Housing Element by January 31, 2024.
- H. The California Environmental Quality Act (CEQA), together with the CEQA Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared.
- I. The City prepared an Initial Study for the 2023 – 2031 Housing Element and corresponding General Plan Amendments, Specific Plan Amendments, and rezonings, (which are collectively referred to as the "Project") which found there was no substantial evidence that the project would have a significant adverse effect on the environment and, therefore,

pursuant to the requirements of CEQA, the City prepared a Negative Declaration (ND), dated October 3, 2022, which reflects the City's independent judgement and analysis.

- J. The Initial Study/Negative Declaration was circulated for public review from October 4, 2022, through November 2, 2022.
- K. On November 15, 2022, the City Council held a properly noticed public hearing on the Project, including the Initial Study/Negative Declaration, at which time all interested parties had the opportunity to be heard.
- L. On November 15, 2022, the City Council did hear and use independent judgment and considered all said reports, recommendations, and testimony and adopted Ordinances 16-22 and 17-22 adopting amendments to the Planned Development Zoning for the Dublin Transit Center Sites D-2 and E-2, and Hacienda Crossings Shopping Center which become effective upon certification of the 2023-2031 Housing Element by the California Department of Housing and Community Development (HCD).

SECTION 2. FINDINGS

Pursuant to Section 8.32.070 and Sections 8.120.050.A and B of the Dublin Municipal Code, the City Council affirms the findings contained in Ordinance 16-22 and Ordinance 17-22.

SECTION 3. AMENDMENT TO ORDINANCE 16-22 AND 17-22

The Dublin City Council hereby amends Ordinance 16-22 and Ordinance 17-22 to make the adoption of the amendments to the Planned Development Zoning for the Dublin Transit Center Sites D-2 and E-2, and Hacienda Crossings Shopping Center effective 30 days following adoption of this Ordinance.

SECTION 4. SEVERABILITY

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

SECTION 5. POSTING OF ORDINANCE

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.

SECTION 6. EFFECTIVE DATE

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

PASSED, APPROVED, AND ADOPTED this 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk



STAFF REPORT CITY COUNCIL

DATE: December 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Report of Developer Impact Fee Funds Deposits Pursuant to
Government Code Sections 66002, 66006, and 66008 (AB 1600)
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

State law requires the City to review and report on an annual basis the status of development fees collected to finance public improvements. The report covers activity which occurred in these funds during Fiscal Year 2022-23. The analysis has determined that all funds held for more than five years are necessary to complete identified projects.

STAFF RECOMMENDATION:

Accept the report and adopt the **Resolution** Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2022-23.

FINANCIAL IMPACT:

The financial impacts and accounting of development impact fees are discussed as part of the Staff Report. It should be noted that the Public Facility Impact Fees Fund received an advance in Fiscal Year 2022-23 from the General Fund Committed Reserve – Advance to Public Facility Fee for the Wallis Ranch Community Park, Library Tenant Improvements, and Jordan Ranch Neighborhood Square projects.

DESCRIPTION:

Background

Cities are authorized under State Law to require development applicants to contribute fees toward off-site public improvements, which are needed as a result of the new development. The law requires the City to review, on an annual basis, the status of development fees collected, and to provide a report 180 days from the end of the fiscal year. In addition, Government Code Section 66006(b)(2) requires the report to be included on the City Council meeting agenda at a public meeting not less than 15 days after the information was made available. In the event any fees

remain unexpended for more than five years, the City Council must adopt a resolution making certain findings related to the continued need for the funds to complete the improvements. If findings are not made to support the retention of the funds, the unexpended fees must be returned to the current owners of the subject property.

Major Components of the Report

The Fiscal Year 2022-23 Annual Report of Developer Funds (Attachment 2) provides information covering the period of July 1, 2022 through June 30, 2023. The law requires disclosure of numerous details with respect to activity in these accounts, including beginning and ending balances, collections for the year, expenditures for the year, interest earned, and any refunds. For this report, the City is providing information on the following funds:

- City Impact Fees:
 - Eastern Dublin Transportation Impact Fees (EDTIF)
 - Western Dublin Transportation Impact Fees (WDTIF)
 - Specific Project Mitigation Fee
 - Public Facilities Impact Fees
 - Fire Impact Fees
 - Dublin Crossing Transportation Fee
- Regional Impact/Mitigation Fees:
 - Tri Valley Transportation Development (TVTD) Fees
 - Regional Traffic Impact Fees Category 3 (Fee was included in EDTIF, suspended and replaced with TVTD Fees)
 - Dublin - Contra Costa County Traffic Impact Mitigation Fees
- Pass Through Fees:
 - Freeway Interchange Fees
 - BART Garage (Included in EDTIF)

Table 1 provides a high-level summary of the activity for the year, including the beginning and ending balances.

Table 1: Annual Report of Developer Fees by Category (7/1/2022 - 6/30/2023)

Impact Fee Category	Beginning Balance (7/1/2022)	Additions: Fees Collected; Interest Revenue	Expenses: Project Costs; Interest; Loan Repayments; Pass- Through	Ending Balance (6/30/2023)	Change
Public Facility Fees	\$21,315,680	\$1,933,707	(\$7,369,014)	\$15,880,373	(\$5,435,307)
Fire Impact Fees	\$257,707	\$76,902	(\$200,000)	\$134,609	(\$123,098)
Traffic Impact Fees	\$29,181,770	\$2,222,230	(\$1,873,627)	\$29,530,373	\$348,603
TOTAL	\$50,755,157	\$4,232,839	(\$9,442,641)	\$45,545,355	(\$5,209,802)

It is important to note that these fees are restricted and can only be used for the capital-related purposes for which they have been collected. Given the multi-year nature of the capital projects to be financed, it is expected that funds will be accumulated and used based on the timing of construction. During Fiscal Year 2022-23, the net balance of all funds reported decreased by approximately \$5,209,000, which was largely attributable to the net impact of Public Facility Fee and Traffic Impact Fee funds collected during the year, and expenditures for the Cultural Arts Center, Don Biddle Community Park, and Fallon Sports Park Phase 3, as well as the various other capital improvement projects. A detailed accounting of each of the major categories is shown in the schedules included in Attachment 2.

Funds Remaining Unexpended More Than Five Years After Being Collected

One of the provisions in the State law regulating development fees is to regularly review funds collected and held for more than five years and to make certain findings to continue to hold those funds. Table 2 summarizes the accounts with contributions which have remained unexpended for more than five years.

**Table 2: Summary of Accounts With Funds Remaining Unexpended
For Five Years or More After They Were Collected**

Source of Fee	Fees Unspent for More Than 5 Years as of 6/30/2023	Fees Unspent for Less Than 5 Years	Accumulated Interest	Total Designated As of 6/30/2023	2022-27 CIP Remaining Project Costs
Mitigation Fund: Central Pkwy & Park Place Traffic Signal	\$55,500	\$0	\$10,588	\$66,088	\$1,500,000
Eastern Dublin TIF ⁽¹⁾	\$8,412,279	\$2,639,180	\$1,942,835	\$12,964,664	\$11,219,795
Western Dublin TIF ⁽²⁾	\$1,214,861	\$760,668	\$272,395	\$2,247,924	\$1,812,138
Dublin - Contra Costa County Traffic Impact Mitigation Fees	\$4,042,083	\$1,108,138	\$667,574	\$5,817,795	\$5,464,338
Tri-Valley Transportation Development Fee	\$3,094,968	\$2,163,527	\$688,464	\$5,946,959	\$5,085,407

- 1) 15 projects in EDTIF fee program will be undertaken beyond the current CIP time frame, totaling approximately \$61.7 million.
- 2) 8 projects in the WDTIF fee program will be undertaken beyond the current CIP time frame, totaling approximately \$8.8 million.

Proposed Resolution Making Necessary Findings

To be able to retain fees for longer than five years, certain findings must be made by the City Council. Without this action, the fees would need to be refunded. All fees summarized in the previous section of this report have identified projects that will require funding in the future. The funding needed includes the accumulated interest, which is allocated to and expended on only the authorized projects. Adoption of the Resolution (Attachment 1) will allow the City to continue to retain the fees to fund the projects for which they were collected.

Right to Reimbursement

As provided for in the Consolidated Impact Fee Administrative Guidelines, Staff is to annually evaluate impact fee balances and analyze the potential use of funds collected to reduce Impact Fee Credits that have converted to a Right to Reimbursement (RTR).

When a developer is granted an Impact Fee Credit, the initial credit period is 10 years. During that time the credit can be applied against fees owed. At the end of the credit period, a developer has an option to extend the credit period in perpetuity or convert to an RTR. The RTR continues for 10 years, and any unpaid amount is forfeited at the end of the RTR period.

The following is a summary of current impact fee RTR balances:

- Eastern Dublin TIF - \$499,759

- Fire - \$1,238,824

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Government Code Section 66006(b)(2) requires the report to be included on the City Council meeting agenda at a public meeting not less than 15 days after the information was made available. Staff previously made available to the public a draft copy of this report on Friday, November 17, 2023. In addition, the Government Code Section requires that notice of the meeting shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the local agency for mailed notice of the meeting. The Finance Department mailed notices to interested parties who have filed requests in the past.

ATTACHMENTS:

- 1) Resolution Making Findings Regarding Unexpended Traffic Impact Fees for Fiscal Year 2022-23
- 2) Annual Report of Developer Impact Fee Funds for the Year Ended June 30, 2023

RESOLUTION NO. XX – 23**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****MAKING FINDINGS REGARDING UNEXPENDED TRAFFIC IMPACT FEES FOR FISCAL
YEAR 2022-23**

WHEREAS, the City has collected contributions for the completion of off-site public traffic improvements needed as a result of new development, which will not be expended within five years after deposit. The improvements are described in the Fiscal Year 2022-2027 Capital Improvement Program and include the improvements described below; and:

Source of Fee	Unexpended Developer Fees as of June 30, 2023
1. Project Specific Mitigation: Central Parkway & Park Place Drive Traffic Signal	\$55,500
2. Eastern Dublin Transportation Impact Fee	\$8,412,279
3. Western Dublin Transportation Impact Fee	\$1,214,861
4. Dublin - Contra Costa County Traffic Impact Mitigation Fees	\$4,042,083
5. Tri-Valley Transportation Development Fee	\$3,094,968

WHEREAS, the contributions and fees and their associated projects described in the recital above are referred to as the "Traffic Improvements."

NOW, THEREFORE, BE IT RESOLVED that the City Council of City of Dublin hereby find and determine that the foregoing recitals and determinations are true and correct:

A. The contributions and fees which have been collected for the Traffic Improvements will remain unexpended after Fiscal Year 2022-23.

B. The contributions and fees which have been collected for the Traffic Improvements will remain committed for construction of the improvements identified in the adopted Capital Improvement Program.

C. The purpose for which the contributions and fees will be used is construction of the Traffic Improvements, as described above and in the 2022-2027 Capital Improvement Program.

D. The contributions and fees were collected to make the Traffic Improvements, which improvements will mitigate traffic impacts caused by the new development projects which paid the fees.

E. The contributions and fees which have been collected for the Traffic Improvements are needed for construction of the Traffic Improvements.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

City of Dublin
Annual Report of Developer Impact Fee Funds Deposits
For the Year Ended June 30, 2023

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Data Available to Public November 17, 2023
Presented City Council Meeting December 5, 2023

SECTION 1
TABLE OF IMPACT FEE DISCLOSURE REQUIREMENTS
WITH CROSS REFERENCES

Government Code Section	Requirement	Information Found In City Report At
	Provide the following:	
66006 (b) (A)	1. A brief description of each of the City's impact fees.	Section 2, Part A
66006 (b) (B)	2. The amount charged for the City's impact fees.	Section 2, Part B
66006 (b) (C)	3. The beginning and ending balance for the City's impact fee accounts.	Section 4 and Section 5
66006 (b) (D)	4. The amount of fees collected and interest earned.	Section 4, Section 5, And Section 5A
66006 (b) (E)	5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.	Section 6
66006 (b) (F)	6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.	Section 3, Part B
66006 (b) (G)	7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.	Section 3, Part A
66006 (b) (H)	8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.	Section 3, Part C

SECTION 1
TABLE OF IMPACT FEE DISCLOSURE REQUIREMENTS
WITH CROSS REFERENCES

Government Code Section	Requirement	Information Found In City Report At
66001 (d)	9. For the fifth year following the first deposit into the account or fund, and every five years thereafter, the City shall make all of the following findings with respect to those portions of the impact fee remaining unexpended, whether committed or uncommitted.	Section 3, Part B and attached Resolution for items a-e below.
66001 (d) (1)	a. Identify the purpose to which the fee is to be used for.	
66001 (d) (2)	b. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.	
66001 (d) (3)	c. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.	
66001 (d) (4)	d. Designate the approximate dates on which the funding referred to in item c above is expected to be deposited into the appropriate account or fund.	
66006 (b) (1) (F)	e. When sufficient funds have been collected, the agency shall identify, within 180 days of the determination that sufficient funds have been collected, an approximate date by which the construction of the public improvements will commence.	

SECTION 2 DESCRIPTION OF IMPACT FEES

A. DESCRIPTION OF THE CITY'S IMPACT FEES

The City of Dublin has established the following Impact Fees and Traffic Mitigation Contributions:

- Eastern Dublin Transportation Impact Fee (Eastern Dublin Traffic Impact Fees), include BART Garage Fee, Regional Traffic Impact Fees Category 3
- Western Dublin Transportation Impact Fee (Downtown Traffic Impact Fee)
- Public Facilities Impact Fees
- Fire Impact Fees
- Tri Valley Transportation Development Fees
- Freeway Interchange Fees
- Dublin – Contra Costa Traffic Impact Mitigation Fees
- Dublin Crossing Transportation Fee
- Specific Project Mitigation Fee

These impact fees were established to pay for the design, development and construction of public improvement projects for: streets; public facilities; parks; fire capital expansion projects and community amenities.

B. AMOUNTS CHARGED BY THE CITY FOR IMPACT FEES AND PUBLIC IMPROVEMENTS FUNDED BY THESE FEES

The amounts charged for the impact fees noted above are dependent upon the type and size of a particular development and were based upon related studies, conducted prior to the adoption of the fees. The City Council has adopted and imposed the subject fees through the passage of the following resolutions. These fees are updated on an annual basis based upon various cost indexes described in further detail as part of the resolutions for these fees:

Impact Fee	Resolution / Ordinance
Eastern Dublin Traffic Impact Fees	Resolution 1-95 Amended by Resolution 41-96, 225-99, 111-04, 41-09, 40-10, 144-21
Western Dublin Transportation Impact Fee (Downtown Traffic Impact Fee)	Resolution 210-04 Amended by Resolutions 47-09, 147-16
Public Facility Impact Fees	Resolution 32-96 Amended by Resolutions 60-99, 214-02, 45-09, 134-15, 110-17
Fire Impact Fees	Resolution 37-97 Amended by Resolutions 208-00, 12-03, 77-05, 46-09, 111-17
Tri-Valley Transportation Development Fees	Resolution 89-98 Amended by Resolutions 85-99, 87-03, 68-15, 86-22
Freeway Interchange Fees	Resolution 11-96 Amended by Resolution 155-98
Dublin – Contra Costa Traffic Impact Mitigation Fees.	Resolution 74-00 and Contra Costa County Ordinance No. 2000-24
Dublin Crossing Transportation Fee	Ordinance 08-13
Specific Project Mitigation Fee	Project Condition of Approval

SECTION 2

DESCRIPTION OF IMPACT FEES

The studies and supporting documentation presented or adopted as part of the resolutions noted above identify the public improvements that those fees will be used to finance. These studies also show that there is a reasonable relationship: a.) between the fees' use and the type of development project on which the fee is imposed; and b.) between the need for the public facility and the type of development project on which the fee is imposed.

SECTION 3 STATUS OF FUNDS

A. INTERFUND LOANS AND TRANSFERS OF IMPACT FEES

No inter-fund loans or transfers of impact fees were granted to other funds during Fiscal Year 2022-23. Public Facility Impact Fees Fund received an advance from General Fund Committed Reserve – Advance to Public Facility Fee designated by the City Council, for construction of parks and public facilities. Fiscal Year 2022-23 General Fund advance was for Wallis Ranch Community Park, Jordan Ranch Neighborhood Square, and the Library Tenant Improvements

B. ANALYSIS OF FEES LEVIED AGAINST DEVELOPMENT PROJECTS IN ACCORDANCE WITH SEC. 66001 OF THE (CGC) AND UNSPENT AFTER 5 YEARS

The purpose of the review was to identify monies that have been collected and held for a period of more than five years and to make appropriate disclosures.

The City of Dublin has analyzed the balance of monies held, at the beginning of Fiscal Year 2022-23 (July 1, 2022). The balances were evaluated based on “developer fees collected” separate from interest revenue. As of July 1, 2022, there was one project involving the use of Traffic Mitigation Contributions, which has developer fees that continued to be held for more than five years. There were also four impact fees that have developer fees that continued to be held for more than five years. In accordance with State Law, the City Council has previously adopted Resolution #140-22 on December 8, 2022 declaring the need to continue to maintain the funds. The projects using the impact fees as funding sources are included in the City of Dublin Five Year Capital Improvement Program 2022–2027. Based on expenditures during Fiscal Year 2022-23, as of June 30, 2023, there is one project that uses Traffic Mitigation Contributions which has developer fees that continued to be held for more than five years. Eastern Dublin Transportation Impact fee, Western Dublin Transportation Impact Fee, Dublin – Contra Costa Traffic Mitigation Fee, and Tri-Valley Transportation Development Fees also have developer funds collected and held for more than five years. Details related to the projects which have funds held for more than five years are identified below:

1. CENTRAL PARKWAY & PARK PLACE (FORMERLY SYBASE DRIVE) TRAFFIC SIGNAL

Mitigation Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs (Estimate)
Central Parkway & Park Place Traffic Signal	\$55,500	\$1,500,000

Description of Project: This project will install a traffic signal at the existing intersection of Central Parkway and Park Place (formerly Sybase Drive). Mitigation fees were paid to partially fund the intersection improvements as a condition of approval of the Sybase Corporate Headquarters Facility, Planning Commission Resolution No. 00-23. The signal installation is required as a condition of approval of phase 2 of the Zeiss Innovation Center project.

Source of Funding: Traffic Mitigation Contribution.

Approximate Project Completion Date: The project will be completed based on Phase 2 of the Zeiss Innovation Project timeline.

**SECTION 3
STATUS OF FUNDS**

2. EASTERN DUBLIN TRANSPORTATION IMPACT FEE (EDTIF)

Funding Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs as Identified in CIP
EDTIF	\$8,412,279	\$11,219,795

Description of Projects: This fee is collected for all the Eastern Dublin Transportation Impact Fee projects contained within the Eastern Dublin Transportation Impact Fee program. Of the projects that are contained within the program, five projects are currently in process, as part of the adopted City of Dublin Capital Improvement Program 2022–2027. Those projects are: Citywide Signal Communications Upgrade (CIP No. ST0713), Dublin Boulevard Extension – Fallon Road to North Canyons Parkway (CIP No. ST0216), Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119), Iron Horse Trail Bridge at Dublin Boulevard (CIP No. ST0118), and Tassajara Road Realignment and Widening – Fallon Road to North City Limit (CIP No. ST0116). There are fifteen other projects within the Eastern Dublin Transportation Impact Fee program, which will be completed outside the current 5-year CIP planning horizon.

Approximate Project Completion Dates: The Citywide Signal Communications Upgrade (CIP No. ST0713) is a multi-year project, which includes an update to the City of Dublin Travel Demand Forecasting Model. In April 2021, the project resulted in the City Council adopting a resolution establishing the CEQA transportation thresholds of significance for Vehicle Miles Traveled (VMT). Final design of the Dublin Boulevard Extension project (CIP No. ST0216) is anticipated to be completed in 2024. Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking lead on the design for CIP No. ST0116. Construction of both projects is anticipated to begin in 2024. The Iron Horse Trail Bridge at Dublin Boulevard (CIP No. ST0118) is currently in construction and anticipated to be complete in 2024.

3. WESTERN DUBLIN TRANSPORTATION IMPACT FEE (WDTIF)

Funding Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs as Identified in CIP
WDTIF	\$1,214,861	\$1,812,138

Description of Projects: This fee is collected for all the projects contained within the Western Dublin Transportation Impact Fee (WDTIF) program, which was updated in September 2016. Of the projects that are contained within the program, three projects are currently in process, as part of the adopted City of Dublin Five Year Capital Improvement Program 2022–2027. The projects are: Golden Gate Drive Intersection Improvements – Dublin Blvd and St. Patrick Wy (CIP No. ST0423); Amador Plaza Road Bicycle and Pedestrian Improvements (CIP No. ST0815), which will widen the roadway for a new right-turn lane from southbound Amador Plaza Road to Dublin Boulevard; Citywide Signal Communications Upgrade (CIP No. ST0713), which will update the existing City of Dublin Travel Demand Forecasting Model to provide traffic flow projections on the arterial and collector roadways as well as analyze future land use development proposals and transportation network changes in the City.

Approximate Project Completion Dates: The design phase for the Golden Gate Drive Intersection Improvements – Dublin Blvd and St. Patrick Wy (CIP No. ST0423) in 2023. The

SECTION 3 STATUS OF FUNDS

Amador Plaza Road Bicycle and Pedestrian Improvements project (CIP No. ST0815) is in final design. Pending the necessary right-of-way acquisition from one property owner, the project construction is anticipated to begin in 2024. The Citywide Signal Communications Upgrade (CIP No. ST0713) is a multi-year project, which includes an update to the City of Dublin Travel Demand Forecasting Model, that resulted in the City Council adopting a resolution establishing the CEQA transportation thresholds of significance for VMT in April 2021 and currently the update is being used to analyze the proposed development in the downtown area of the City.

4. DUBLIN – CONTRA COSTA TRAFFIC IMPACT MITIGATION FEES

Funding Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs as Identified in CIP
Dublin – Contra Costa Traffic Mitigation Fee	\$4,042,083	\$5,464,338

Description of Projects: This fee is imposed by Contra Costa County for the Dougherty Valley project to pay for the project proportionate net impact on roads in the City of Dublin. The fee was established through a Joint Exercise of Powers Agreement for Contra Costa County to collect and remit the fee to the City of Dublin. The funds have been used by the City to construct improvements to which Dougherty Valley development contributes a need. There are two projects utilizing the funds in the adopted City of Dublin Five Year Capital Improvement Program 2022–2027. One project is Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119). The other project is Tassajara Road Realignment and Widening - Fallon Road to North City Limit (CIP No. ST0116). Both projects will complete street improvements to Tassajara Road.

Approximate Project Completion Dates: Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking lead on the design for CIP No. ST0116. Construction of both projects is anticipated to begin in 2024.

5. TRI-VALLEY TRANSPORTATION DEVELOPMENT FEES (TVTD)

Funding Source	Unspent Developer Fees Held More Than 5 Years	Remaining Project Costs as Identified in CIP
TVTD	\$3,094,968	\$5,085,407

Description of Projects: This fee is collected for all projects contained within the Tri-Valley Transportation Development Fee (TVTD) program, which was established through a Joint Exercise of Powers Agreement entered on April 22, 1998, between the City of Dublin, City of Livermore, City of Pleasanton, City of San Ramon, Town of Danville, County of Alameda, and County of Contra Costa. There are four TVTD projects in the adopted City of Dublin Five Year Capital Improvement Program 2022–2027. One TVTD project is Tassajara Road Realignment and Widening – Fallon Road to North City Limit (CIP No. ST0116). The second TVTD project is Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School (CIP No. ST0119). Both projects will complete street improvements to Tassajara Road. The third TVTD project is Iron Horse Trail Bridge at Dublin Boulevard (CIP No. ST0118), which will provide a grade separated trail crossing for pedestrians and bicycles. The fourth TVTD project is Dublin Boulevard Extension – Fallon Road to North Canyons Parkway (CIP No. ST0216), which will extend Dublin

SECTION 3 STATUS OF FUNDS

Boulevard to the Dublin city limits, through unincorporated Alameda County, and connect to North Canyons Parkway in the City of Livermore.

Approximate Project Completion Dates: Both Tassajara Road projects (CIP No. ST0116 and ST0119) began design in Fiscal Year 2019-2020, with Contra Costa County taking lead on the design for CIP No. ST0116. Construction of both Tassajara Road projects is anticipated to begin in 2024. The Iron Horse Trail Bridge at Dublin Boulevard project (CIP No. ST0118), is in construction and anticipated to be completed in 2024. Final design of the Dublin Boulevard Extension project (CIP No. ST0216) is anticipated to be completed in 2024.

C. REFUNDS

No refunds were made during Fiscal Year 2022-23.

D. RETIREMENT OF IMPACT FEE OBLIGATIONS

During Fiscal Year 2022-23, \$200,000 was made to retire Fire Impact Fee obligations and \$3,059 was paid to retire Eastern Dublin Transportation Impact Fee obligations.

SECTION 4
CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
FEES BY MAJOR CATEGORY (Activity July 1, 2022 - June 30, 2023)

	PUBLIC FACILITY FEES Funds 4101-4111	FIRE FACILITY IMPACT FEES Fund 4201	TRAFFIC IMPACT FEES (ALL CATEGORIES) Funds 4301-4311 Detail In Schedule 5	GRAND TOTAL
Ending Available 6/30/2022	\$21,315,680.39	\$257,707.20	\$29,181,770.37	\$50,755,157.96
Fees Collected: 7/1/2022-6/30/2023	1,212,005.44	75,292.80	1,641,966.67	2,929,264.91
Interest 7/1/2022 - 6/30/2023	721,701.82	1,609.32	580,262.92	1,303,574.06
Less 2022-23 Expenditures				
Project Expenditures	(7,369,013.78)	(200,000.00)	(1,791,264.77)	(9,360,278.55)
Refund Fee Paid			-	-
Retirement of Impact Fee Obligations			-	-
Refunds Per CGC 66001(e)/(f)				-
Pass Through Funds (See Schedule 5)			(82,361.87)	(82,361.87)
Ending Balance 6/30/2023	<u>\$15,880,373.87</u>	<u>\$134,609.32</u>	<u>\$29,530,373.32</u>	<u>\$45,545,356.51</u>

SECTION 5
CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
BREAKDOWN OF TRAFFIC IMPACT FEE FUNDS (Activity July 1, 2022 - June 30, 2023)

LOCAL TRAFFIC IMPACT FEES						
	EASTERN DUBLIN TRANSPORTATION IMPACT FEE		EASTERN DUBLIN TRANSPORTATION IMPACT FEE	WESTERN DUBLIN TRANSPORTATION IMPACT FEE	DUBLIN CROSSING TRANSPORTATION FEE	SUB-TOTAL "A" TRAFFIC IMPACT FEES
	Fund #4301	Fund # 4302	Fund # 4310	Fund # 4304	Fund #4311	
Ending Available 6/30/2022	\$10,820,061.71	\$2,974,331.22	-	\$2,373,920.08	\$492,749.77	\$16,661,062.78
Fees Collected: 7/1/2022-6/30/2023	-	-	29,379.35	-	1,235,462.00	1,264,841.35
Interest 7/1/2022- 6/30/2023	220,433.40	59,843.98	251.12	45,726.51	-	326,255.01
<u>(Less: 2022-23 Expenditures)</u>						
Traffic Improvements	(332,940.56)	(777,066.25)	-	(171,722.43)		(1,281,729.24)
Retirement of Impact Fee Obligations		-				-
Refund Fee Paid						-
Refunds Per CGC 66001(e)/(f)						-
Ending Balance 6/30/2023	<u>\$10,707,554.55</u>	<u>\$2,257,108.95</u>	<u>\$29,630.47</u>	<u>\$2,247,924.16</u>	<u>\$1,728,211.77</u>	<u>\$16,970,429.90</u>
REGIONAL/MITIGATION TRAFFIC IMPACT FEES						
	Regional Traffic Impact Fees Category 3	DUBLIN - CONTRA COSTA COUNTY MITIGATION	TRI-VALLEY TRANSPORTATION DEVELOPMENT FEE	SPECIFIC PROJECT MITIGATION FEE (See 5A for Breakdown)	SUB-TOTAL "B" OTHER FEES	
	Fund # 4303	Fund # 4305	Fund # 4306	Fund # 4309		
Ending Available 6/30/2022	\$416,225.58	\$5,700,500.11	\$5,955,348.35	\$448,633.55	\$12,520,707.59	
Fees Collected: 7/1/2022-6/30/2023	-		294,763.45	-	294,763.45	
Interest 7/1/2022- 6/30/2023	8,282.15	117,294.82	122,926.32	5,504.62	254,007.91	
<u>(Less: 2022-23 Expenditures)</u>						
Traffic Improvements	(83,456.53)	-	(426,079.00)		(509,535.53)	
Refunds Per CGC 66001(e)/(f)						
Ending Balance 6/30/2023	<u>\$341,051.20</u>	<u>\$5,817,794.93</u>	<u>\$5,946,959.12</u>	<u>\$454,138.17</u>	<u>\$12,559,943.42</u>	
PASS-THROUGH						
	FREEWAY INTERCHANGE & BART GARAGE	GRAND TOTAL TRAFFIC FEES (Pass-Through+ "A" + "B")				
Ending Available 6/30/2022	-	\$29,181,770.37				
Fees Collected: 7/1/2022-6/30/2023	\$82,361.87	1,641,966.67				
Interest 7/1/2022- 6/30/2023		580,262.92				
<u>(Less: 2022-23 Expenditures)</u>						
Traffic Improvements		(1,791,264.77)				
Retirement of Impact Fee Obligations						
Refund Fee Paid						
Refunds Per CGC 66001(e)/(f)						
BART Garage Reimbursements - ACSPA	(248.36)	(248.36)				
Freeway Interchange Reimbursements - City of Pleasanton	(82,113.51)	(82,113.51)				
Ending Balance 6/30/2023	*	\$29,530,373.32				

* Note "Pass-Through" Balance excludes Year-End Interest accrual recorded as a liability.

SECTION 5A
CITY OF DUBLIN CAPITAL IMPACT FEE REPORT
DETAIL OF TRAFFIC MITIGATION CONTRIBUTIONS (From July 1, 2022 - June 30, 2023)

	4309.31306 Dougherty / Scarlett Intersection	4309.31304 Park Place Traffic Signal
CIP PROJECT #	ST0117	Not Yet Assigned
Ending Available 6/30/2022	\$46,301.94	\$65,387.55
Fees Collected: 7/1/2022-6/30/2023		
Interest 7/1/2022- 6/30/2023	580.40	700.57
(Less: 2022-23 Expenditures)		
Refunds Per CGC 66001(e)/(f)		
Ending Balance 6/30/2023	\$46,882.34	\$66,088.12

	4309.31305 Dougherty / Amador Valley Intersection	4309.31307 Dublin Blvd / Hacienda Intersection	GRAND TOTAL
CIP PROJECT #	Not Yet Assigned	Not Yet Assigned	
Ending Available 6/30/2022	\$308,031.96	\$28,912.82	\$448,634.27
Fees Collected: 7/1/2022-6/30/2023			
Interest 7/1/2022- 6/30/2023	3,861.22	362.43	5,504.62
(Less: 2022-23 Expenditures)			-
Refunds Per CGC 66001(e)/(f)			-
Ending Balance 6/30/2023	\$311,893.18	\$29,275.25	\$454,138.89

SECTION 6
CITY OF DUBLIN IMPACT FEE REPORT
SCHEDULE OF FUNDING FOR PUBLIC IMPROVEMENTS & PERCENTAGE DEVELOPER FEES
FEES BY MAJOR CATEGORY (Activity July 1, 2022 - June 30, 2023)

CIP #	Project Name	Fiscal Year 2022-23 Expenditures (Developer Fee Funds)	Fiscal Year 2022-23 Expenditures (Other Funds)	Total Project Expenditures (Fiscal Year)	% From Developer Fees
PUBLIC FACILITY FEES					
gi0120	Cultural Arts Center	\$3,419,306.41		\$3,419,306.41	100%
gi0521	Library Tenant Improvements	333.36		333.36	100%
pk0115	Don Biddle Community Park	2,286,702.96		2,286,702.96	100%
pk0105	Emerald Glen Park Rec. & Aquatic Complex	\$3,056.17		\$3,056.17	100%
pk0119	Fallon Sports Park - Phase 3	1,264,855.37		1,264,855.37	100%
pk0322	Jordan Ranch Neighborhood Square	207,406.19		207,406.19	100%
pk0421	Wallis Ranch Community Park	175,103.32		175,103.32	100%
Ops					
Program	Public Facility Fee Update	12,250.00		12,250.00	N/A
TOTAL PUBLIC FACILITY FEE PROJECTS		\$7,369,013.78		\$7,369,013.78	100%
FIRE FACILITY FEE					
	Fire Impact Fee Right to Reimbursement	\$200,000.00		\$200,000.00	100%
TOTAL FIRE FACILITY FEE EXPENDITURE		\$200,000.00		\$200,000.00	100%
TRAFFIC IMPACT FEES (Excludes "Pass -Through" Payments - BART GARAGE & INTERCHANGE FEES)					
Ops Program	EDTIF 2 Reimbursement (Fund 4302)	\$3,059.25		\$3,059.25	
	Dept. Operating Budget Total	\$3,059.25		\$3,059.25	100%
st0713	Citywide Signal Comm. Upgrade				
	EDTIF (Fund 4301)	\$1,752.44		\$1,752.44	
	WDTIF (Fund 4304)	171,722.43		171,722.43	
	st0713 Total	\$173,474.87		\$173,474.87	100%
st0216	Dublin Blvd Extension				
	EDTIF (Fund 4301)	\$131,188.12		\$131,188.12	
	EDTIF 2 (Fund 4302)	774,007.00		774,007.00	
	st0216 Total	\$905,195.12		\$905,195.12	100%
st0116	Tassajara Road Realignment and Design				
	EDTIF3 (Fund 4303)	\$83,456.53		\$83,456.53	
	st0116 Total	\$83,456.53		\$83,456.53	100%
st0118	Iron Horse Trail Bridge				
	EDTIF (Fund 4301)	\$200,000.00	5,982,007.08	\$6,182,007.08	
	st0118 Total	\$200,000.00	\$5,982,007.08	\$6,182,007.08	3%
st0119	Tassajara Rd Impvts - N Dublin to Quarry Ln School				
	TVTD (Fund 4306)	\$426,079.00		\$426,079.00	
	st0119 Total	\$426,079.00		\$426,079.00	100%
TOTAL TRAFFIC IMPACT FEE PROJECTS		\$1,791,264.77	\$5,982,007.08	\$7,773,271.85	23%



STAFF REPORT CITY COUNCIL

Agenda Item 6.1

DATE: December 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: East Ranch Community Facilities District Formation
Prepared by: Jay Baksa, Finance Director

EXECUTIVE SUMMARY:

The City Council will conduct a public hearing to consider forming City of Dublin Community Facilities District No. 2023-1 (East Ranch), authorizing a limit on bonded indebtedness for the district, calling for a special mailed ballot election, declaring election results, introducing an ordinance, and conducting related proceedings.

STAFF RECOMMENDATION:

Receive, and direct the City Clerk to file with these proceedings, the Community Facilities District Report and conduct a public hearing regarding the establishment of Community Facilities District No. 2023-1 (East Ranch) and deeming it necessary to incur indebtedness for CFD No. 2023-1. If following such public hearing, no majority protest has been filed pertaining to the establishment of CFD No. 2023-1 or the levy of special taxes, initially adopt the following resolutions:

- 1) **Resolution** Forming the City of Dublin Community Facilities District No. 2023-1 (East Ranch).
- 2) **Resolution** Determining Necessity to Incur Bonded Indebtedness for City of Dublin Community Facilities District No. 2023-1 (East Ranch).
- 3) **Resolution** Calling a Special Election for City of Dublin Community Facilities District No. 2023-1 (East Ranch).

Following the adoption of the above resolutions, the City Clerk will announce the results of the ballots cast in the special mailed ballot election to be held within CFD No. 2023-1 to enable the qualified election of CFD No. 2023-1 to consider the ballot questions regarding (a) authorization to levy special taxes within CFD No. 2023-1, (b) the authorization to issue bonds secured by the levy of such special taxes and (c) the establishment of an appropriation limit for CFD No. 2023-1.

If the results of the special mailed-ballot election reveal that the propositions have received the affirmative vote of two-thirds of the votes cast, Staff recommends that the City Council take the following actions:

1. Adopt the **Resolution** Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien for City of Dublin Community Facilities District No. 2023-1 (East Ranch).
2. Waive the first reading and INTRODUCE the Ordinance Levying Special Taxes Within City of Dublin Community Facilities District No. 2023-1 (East Ranch).

FINANCIAL IMPACT:

All costs associated with the formation of the proposed Community Facilities District are borne entirely by the developer. The proposed Community Facilities District will be self-sustaining and will include annual compensation to the City for its management.

DESCRIPTION:

Background

The 165.5-acre East Ranch development project site is an undeveloped parcel located within the Fallon Village area of the Eastern Dublin Specific Plan (EDSP). The site is located north of Interstate 580, east of Fallon Road and the Jordan Ranch development, south of the Positano development, and adjacent to the City's eastern boundary. The project site generally increases in elevation from south to north with knolls and hilly terrain in the northeastern portion of the site.

The City Council has received two presentations, on April 18, 2023, and June 20, 2023, from TH East Ranch Dublin, LLC (an affiliate of developer Trumark) on the project, which included a discussion on the formation of two types of Community Facilities Districts (CFDs), a Services CFD and a Facilities CFD. The Services CFD would fund the maintenance of public streets. The Facilities CFD would help fund construction of certain public infrastructure and development impact fees associated with the project. The City Council expressed general support for the CFDs, with specifics of the proposed CFDs to be brought back to the City Council at future meetings as detailed below.

After further discussions between the City and the developer, it was decided the most efficient approach was to establish a single CFD that would levy two separate special taxes – one to pay for services and one to pay for facilities – instead of creating two separate CFDs, with the result being the same.

At the September 19, 2023 meeting, the City Council took the first step in the CFD formation process by entering into a deposit and reimbursement agreement with the developer. This agreement allows the City to cover all costs associated with CFD formation.

At the October 17, 2023 meeting, the City Council took the next step by adopting by resolutions of intention to form the CFD and to incur debt to fund the CFD, and setting the date for a public

hearing and special landowner election for December 5, 2023.

Public Hearing and Tonight's Actions

Tonight's Public Hearing will provide the public an opportunity to give testimony related to the formation of CFD No. 2023-1 (East Ranch), as well as the CFD Report (Attachment 1), which describes the CFD boundaries, the rate and method of apportionment of the special taxes to be levied, and the facilities to be financed by the CFD. The proceedings to establish CFD No. 2023-1 will be accomplished by the adoption of the resolutions and the introduction of an Ordinance Levying Special Taxes identified in the recommended actions.

Specifically, the City Council will be asked to consider the following actions:

1. Adopt Resolution of Formation.

This resolution establishes the boundaries of CFD No. 2023-1 and the rate and method of apportionment of the special taxes to be levied to provide for certain services in CFD No. 2023-1 and to pay the cost of the facilities to be financed by CFD No. 2023-1. It also sets out the terms and conditions for a special mailed-ballot election to be conducted by the City Clerk as the election official for a vote to be taken by the landowners of record. The registrar of voters has certified that there are no registered voters within the proposed CFD, thus the vote will be by the owners of land.

2. Adopt Resolution Declaring Intention to Incur Indebtedness.

This Resolution declares the necessity to incur indebtedness to finance identified public facilities through the CFD No. 2023-1 and identifies a maximum proposed debt amount of \$67 million.

3. Adopt the Resolution Calling for the Special Election.

The election will be held at tonight's meeting and the resolution will authorize the City Clerk to conduct the election and canvass the results. Prior to tonight's meeting the landowners filed a waiver of timing requirements for holding an election, which allows the election to be held at tonight's meeting with the results also determined at this meeting.

After these resolutions are adopted, the City Clerk will open the ballots and state the results of the special mailed ballot election. If the results of the special mailed ballot elections reveal that the propositions have received the affirmative vote of two-thirds of the votes cast, the City Council will then be asked to:

4. Adopt Resolution Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien.

This resolution confirms the results of the election and directs the recording of a notice of the lien of the special taxes. The City Clerk will complete the Canvass and Statement of Results of Election attached as an exhibit to this resolution.

5. Introduce and Waive the First Reading of the Ordinance Levying Special Taxes Within CFD No. 2023-1.

This ordinance authorizes the levy of a special tax on parcels or real property on the secured property tax roll of Alameda County that are within the boundaries of CFD 2023-1.

Conclusion and Next Steps

The City Council may establish CFD No. 2023-1 only after conducting the public hearing and only if no majority protests of the landowners to establishment of CFD No. 2023-1 or the levy of special taxes is filed. Following tonight's public hearing, the proposed schedule to complete the formation of the CFD is as follows:

- Record Notice of Special Tax Lien - within 15 days after tonight's meeting.
- Second Reading and Adoption of Ordinance levying Special Tax - December 19, 2023.
- Effective Date of Special Tax Ordinance - 30 days after adoption, anticipated to be January 19, 2024.

The resolutions and related documents have been prepared and reviewed by the City's finance team, which includes bond counsel, disclosure counsel, financial advisor, and special tax consultant. Based on the proposed timelines and a successful formation of the East Ranch CFD, Staff anticipates bringing to the City Council the documents required for the first bond sale in late 2024.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Infrastructure Maintenance and Reinvestment

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

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A public hearing notice was published in the East Bay Times on November 24, 2023, and the City Council Agenda was posted.

ATTACHMENTS:

- 1) Community Facilities District No. 2023-1 (East Ranch) Community Facilities District Report
- 2) Resolution Forming the City of Dublin Community Facilities District No. 2023-1 (East Ranch)
- 3) Exhibit A to the Resolution – Rate and Method of Apportionment
- 4) Resolution Determining Necessity to Incur Bonded Indebtedness for City of Dublin Community Facilities District No. 2023-1 (East Ranch)
- 5) Resolution Calling a Special Election for City of Dublin Community Facilities District No. 2023-1 (East Ranch)
- 6) Resolution Declaring Results of the Special Election and Directing Recording of Notice of Special Tax Lien for City of Dublin Community Facilities District No. 2023-1 (East Ranch)
- 7) Ordinance Levying Special Taxes within City of Dublin Community Facilities District No. 2023-1 (East Ranch)

**CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

COMMUNITY FACILITIES DISTRICT REPORT

CONTENTS

Introduction

- A. Description of Facilities and Services
- B. Cost Estimates
- C. Proposed Boundaries of the Community Facilities District
- D. Rate and Method of Apportionment of Special Tax

* * * * *

Exhibit A – Description of the Proposed Facilities and Services

Exhibit B – Cost Estimates

Exhibit C – Rate and Method of Apportionment of Special Tax

**CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

INTRODUCTION

The City Council (the “City Council”) of the City of Dublin (the “City”) did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Law”), on October 17, 2023, adopt a resolution entitled, “A Resolution of the City Council of the City of Dublin Declaring Intention to Form a Community Facilities District and Levy Special Taxes in The City of Dublin Community Facilities District No. 2023-1 (East Ranch) to Finance Certain Public Services and the Acquisition and Construction of Certain Public Facilities in and for such Community Facilities District” (the “Resolution of Intention”). In the Resolution of Intention, the City Council expressly ordered the preparation of a written Community Facilities District Report (the “Report”) for the proposed City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the “CFD”).

The Resolution of Intention ordering the Report did direct that the Report generally contain the following:

(a) A description of the facilities (the “Facilities”) and services (the “Services”) by type that will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Services and Facilities including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and all other related costs as provided in Section 53345.3 of the Act.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the City Council.

NOW, THEREFORE, the following data is submitted pursuant to the direction of the City Council:

A. DESCRIPTION OF FACILITIES AND SERVICES. A general description of the proposed Facilities, Services, and incidental expenses thereto is provided in Exhibit “A” attached hereto and hereby made a part hereof.

B. COST ESTIMATES. Cost estimates for the Facilities and Services are set forth in Exhibit “B” attached hereto and hereby made a part hereof.

C. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT.
The proposed boundaries of the CFD are those properties and parcels on which special taxes may be levied to pay for the Facilities and Services. The proposed boundaries of the CFD are identified in the map entitled “Proposed Boundaries of City of Dublin Community Facilities District No. 2023-1 (East Ranch), County of Alameda, State

of California”, which was recorded on in the office of the County Recorder for the County of Alameda.

D. RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX. All of the property located within the CFD boundaries, unless exempted by law or by the Rate and Method of Apportionment of Special Tax (the “RMA”), shall be taxed for the purpose of financing the Facilities and Services. The City will annually determine the actual amount of the special tax levy based on the method and subject to the Maximum Special Tax rates contained in the RMA. The RMA is provided in Exhibit “C” attached hereto and hereby made a part hereof.

EXHIBIT A

CITY OF DUBLIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)

LIST OF AUTHORIZED FACILITIES AND SERVICES

The CFD is authorized to finance, in whole or in part, the following facilities and services:

Authorized Facilities, Including Fees Financing Facilities

In accordance with the Act, the CFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of any real or other tangible property with an estimated useful life of five years or longer, together with the planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of any real or tangible property (collectively, the “Facilities”). By way of example and not limitation, the CFD may fund any of the following: roadways and roadway improvements, traffic signals, regional hiking and biking trails, storm drains and basins, water and wastewater facilities (including, without limitation, domestic and non-domestic water facilities, wells, pre-treatment basins, infiltration basins, reservoirs, pipelines, storm and sewer drains and related infrastructure and improvements), wet and dry utilities, bridges and pedestrian bridges, tunnels, parks sites, park facilities and equipment, open space, school sites, school facilities and equipment, facilities and equipment relating to fire protection and suppression, facilities and equipment relating to police protection services, animal control facilities, library facilities and equipment, general government facilities, and related infrastructure improvements, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing (including utility line relocations and electric, gas and cable utilities). The Facilities may be constructed and installed by the City of Dublin (“City”), County of Alameda (“County”), Zone 7 Water Agency, Dublin San Ramon Services District, Dublin Unified School District or other local agency and/or acquired by the City, County, Zone 7 Water Agency, Dublin San Ramon Services District, or other local agency from private parties that construct the Facilities. Authorized Facilities also include the prepayment of overlapping community facilities district and assessment district liens.

Authorized Facilities include facilities financed by development impact fees paid and not otherwise reimbursed, whether levied by the City, County, Zone 7 Water Agency, Dublin San Ramon Services District, Dublin Unified School District or other local agency.

Authorized Services

The CFD is authorized to finance each and every service authorized to be financed under the Act (collectively, the “Services.”) By way of example and not limitation, the CFD may fund any of the following: furnishing, operating, maintaining and repairing equipment, apparatus or facilities related to providing the Services and/or equipment, apparatus, facilities or fixtures in areas to be maintained or repaired, paying the salaries and benefits

of personnel necessary or convenient to provide the Services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of Services. "Maintenance" shall include replacement, and the creation and funding of a reserve fund to pay for a replacement. It is expected that the Services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

Administrative and Incidental Expenses

In addition to the above Facilities, other incidental expenses as authorized by the Mello Roos Community Facilities Act of 1982, include these: the cost of planning, permitting, engineering, and designing the facilities (including the cost of environmental evaluation, orthophotography, and environmental remediation/mitigation); land acquisition and easement payments for authorized CFD facilities; project management; construction staking; engineering studies and preparation of an engineer's report; utility relocation and demolition costs incidental to construction of the facilities financed through the CFD; determination of the amount of taxes and collection of taxes; payment of taxes; costs otherwise incurred to carry out the authorized purposes of the CFD, including the issuance of bonds; reimbursements to other areas for infrastructure facilities or planning purposes serving development in the CFD; and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, the CFD shall fund the direct and indirect expenses incurred by the City, County or any other local agency in carrying out its duties with respect to the CFD including, but not limited to:

1. The levy and collection of the special taxes.
2. The fees and expenses of attorneys and consultants.
3. Any fees related to the collection of the special taxes.
4. An allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of the City's general administrative overhead related thereto.
5. Any amounts paid by the City with respect to the CFD.
6. Expenses incurred in undertaking action to foreclose on properties for which the payment of special taxes is delinquent.
7. Administrative fees of the City and the bond trustee or fiscal agent related to the CFD and the bonds issued by or for the CFD.
8. Costs related to the formation of the CFD.

9. Reimbursement of costs related to the formation of the CFD advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD.
10. Costs related to the issuance of bonds by or for the CFD, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, fees and expenses of bond counsel, disclosure counsel, special tax consultant, municipal advisor and appraiser, bond remarketing costs, and all other incidental expenses.
11. All other costs and expenses of the City in any way related to the CFD.

EXHIBIT B

**CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

COST ESTIMATES**FACILITIES**

The following is a summary of the estimated costs of acquisition and construction of the Facilities, including Facilities that could potentially be funded by the CFD based on the amount of fees that may be paid for each facility type. In addition to the acquisition and construction costs of the Facilities, the CFD will finance bond and other debt issuance costs, capitalized interest, a debt service reserve fund, the costs of forming the CFD and other costs associated with the sale of bonds and annual administration of the CFD. All costs are reflected in fiscal year 2023-24 dollars.

City Improvements

Grading and Street Work	<u>\$12,298,564</u>
Concrete Work	<u>\$6,735,114</u>
Storm Drain Work	<u>\$8,018,544</u>
Total City Improvements	\$27,052,222

Other Agency Improvements

<i>Dublin San Ramon Service District</i>	
Sanitary Sewer Work	<u>\$4,447,473</u>
Water System Work	<u>\$3,000,325</u>
Total Other Improvements	\$7,447,798

TOTAL ESTIMATED ELIGIBLE FACILITIES**\$34,500,020****City Fees**

Eastern Dublin Freeway Interchange Fee	<u>\$207,237</u>
Eastern Dublin Transportation Impact Fee	<u>\$7,061,692</u>
Fire Impact Fee	<u>\$498,510</u>
Public Facility Impact Fee	<u>\$3,887,805</u>
Tri-Valley Transportation Fee	<u>\$2,586,207</u>
Total City Impact Fees	\$14,241,451

Other Agency Fees**Estimated Cost***Alameda County – Zone 7 Water Agency*

Zone 7 Drainage Fee

\$1,375,200

Zone 7 Water Connection

\$16,869,120

Dublin San Ramon Service District

Sewer Connection

\$8,464,522

Water Connection

\$10,005,153

Dublin Unified School District

School District Fee

\$13,419,368**Total Other Agency Impact Fees****\$50,133,363****TOTAL ESTIMATED ELIGIBLE FEES****\$64,374,814****SERVICES**

The estimated cost of Services in fiscal year 2023-24 dollars is \$211,455. In addition to paying directly for Services costs, the CFD will pay costs associated with annual administration of the CFD.

EXHIBIT C

**CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

Special Taxes applicable to each Assessor's Parcel in the City of Dublin Community Facilities District No. 2023-1 (East Ranch) shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Affordable Housing Unit" means any Residential Unit on a Parcel of Developed Property for which a deed restriction has been recorded on title of the property that limits the rental rate or sales price or otherwise restricts the affordability of the Residential Unit or income of its occupants. It is incumbent upon the builder, developer, or property owner to make the Administrator aware of such deed restriction. Residential Units on Welfare Exemption Property shall be categorized as Welfare Exemption Property for purposes of this RMA, not as Affordable Housing Units.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Authorized Services” means the public services authorized to be funded, in whole or in part, by the CFD.

“Average Sales Price” means the weighted average sales price for all Residential Units within a particular Tax Zone that have sold within the past 6 months or are expected to sell in a normal marketing environment, and shall not include Affordable Housing Units or Residential Units that are sold at a discount for the purpose of stimulating initial sales activity. The sales price shall include the actual sales price of the Residential Units within the respective Tax Zone that have sold within the past 6 months or are expected to sell in a normal marketing environment including, but not limited to, options, upgrades, and premiums.

“Base Facilities Special Tax” means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 of Section C, as may be adjusted pursuant to Section D herein.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Facilities Special Tax and issued or assumed by the CFD to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Dublin Community Facilities District No. 2023-1 (East Ranch).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Dublin.

“City Council” means the City Council of the City of Dublin, acting as the legislative body of CFD No. 2023-1.

“County” means the County of Alameda.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption

Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

“Development Class” means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property.

“Exempt Affordable Units Parcel” means the Parcel in the CFD on which all Residential Units are expected to be Affordable Housing Units and, therefore, such Parcel (or Parcels once subdivided) is exempt from the levy of the Special Taxes unless and until Residential Units constructed on such Parcel(s) no longer have a deed restriction making them Affordable Units. The Exempt Affordable Units Parcel is identified in Attachment 1 hereto. Such exemption shall apply to the Parcel once it becomes a stand-alone Assessor’s Parcel, whether such Parcel is Developed Property or Undeveloped Property, as defined herein.

“Expected Land Uses” means, for any Tax Zone, the number of Residential Units and the acreage of Other Property expected within the CFD at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

“Expected Maximum Facilities Special Tax Revenues” means the aggregate Facilities Special Tax that can be levied based on application of the Base Facilities Special Tax to the Expected Land Uses. The Expected Maximum Facilities Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Section D and H below.

“Facilities Special Tax” means a special tax levied in any Fiscal Year on Parcels in the CFD to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year, (ii) to replenish reserve funds to the extent such replenishment has not been included in a computation of the Facilities Special Tax Requirement in a previous Fiscal Year, (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (iv) to pay Administrative Expenses, and (v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Facilities Special Taxes levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Facilities Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Final Map” means a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term “Final Map” shall not include any large-lot subdivision map, Assessor’s Parcel Map, or

subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

“Final Map Property” means, in any Fiscal Year, all SFD Lots created within Final Maps that had recorded prior to June 1 of the preceding Fiscal Year and which have not yet become Developed Property.

“First Bond Sale” means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels of Taxable Property in the CFD.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Improvement Fund” means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities or to pay eligible impact fees.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Category” means, individually, Single Family Property or Other Property. Affordable Housing Units shall be considered a separate Land Use Category for purposes of this RMA.

“Land Use Change” means a proposed or approved change to the Expected Land Uses after CFD Formation.

“Master Developer” means TH East Ranch Dublin, LLC, a California limited liability company, and its successors and assigns.

“Maximum Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year as determined in accordance with Sections C and D below.

“Maximum Services Special Tax” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

“Maximum Special Tax” means, as the context requires, either or both of the Maximum Facilities Special Tax and Maximum Services Special Tax.

“Other Property” means any Parcel of Taxable Property in the CFD that does not fit within the definition of Single Family Property, Affordable Housing Unit, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

“Owners Association Property” means any property within the boundaries of the CFD that is owned in fee or through easement by the Owners Association, not including any such property that is located directly under a residential structure.

“Price Point Consultant” means any consultant or firm selected by the City that: (a) has substantial experience in performing price point studies for Residential Units within community facilities districts or otherwise estimating or confirming pricing for Residential Units in community facilities districts; (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of Residential Units in community facilities districts; (c) is independent and not under the control of the City or any developer of Parcels in the CFD; (d) does not have any substantial interest, direct or indirect, with or in: (i) the CFD, (ii) the City, or (iii) any owner of real property in the CFD; and (e) is not connected with the City as an officer or employee thereof, but who may be regularly retained to make reports to the City.

“Price Point Study” means a price point study or letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section D herein. For each Tax Zone in the CFD, the price point study shall analyze Residential Units with similar density, lot sizes, square footage ranges, and product type as the Residential Units within that Tax Zone and excluding Affordable Housing Units. The Master Developer will be provided the opportunity to review and comment on the draft price point study before a final version is presented to the City.

“Proportionately” means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

“Public Property” means any property within the boundaries of the CFD that is owned by the City, County, federal government, State of California, or other public agency.

“Required Coverage” means the amount by which the Expected Maximum Facilities Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Unit” means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure. A second unit (granny flat) that shares a Parcel with an SFD Unit shall not be considered a Residential Unit for purposes of levying the Special Taxes.

“RMA” means this Rate and Method of Apportionment of Special Taxes.

“Services Special Tax” means a special tax levied in any Fiscal Year on Parcels in the CFD to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure delinquencies in the payment of Services Special Taxes which have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus

amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential dwelling unit that does not share a common wall with another residential dwelling unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Special Taxes” means the Facilities Special Tax and Services Special Tax.

“Tax Zone” means a geographic area within which a particular Maximum Facilities Special Tax rate may be levied pursuant to this RMA, as identified in Attachment 1 hereto.

“Taxable Owners Association Property” means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it is Owners Association Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Property” means all of the Parcels within the boundaries of the CFD that are not exempt from the Special Taxes pursuant to law or Section G below.

“Taxable Public Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it is Public Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Welfare Exemption Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it has become Welfare Exemption Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means a tentative map or substantial conformance exhibit for property in the CFD, including any adjustments or amendments thereto.

“Total Tax Burden” means, for Single Family Property, that the Special Taxes, together with ad valorem property taxes, special assessments, special taxes for any overlapping community facilities districts, or any other taxes, fees and charges which would be collected by the County on property tax bills for a Residential Unit with an assessed value equal to the Average Sales Price, and which are payable from and secured by the property assuming such Residential Unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as sewer and trash, and voluntary assessments such as those associated with a Property Assessed Clean Energy program.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property, Developed Property, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property as defined herein.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels in the CFD that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAXES

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Tax Zone and the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Property, an Affordable Housing Unit, or Other Property; and (iii) determine the Facilities Special Tax Requirement and the Services Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Facilities Special Tax Revenues. If the Expected Maximum Facilities Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel

map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. **MAXIMUM SPECIAL TAXES**

1. *Facilities Special Tax: Developed Property and Final Map Property*

The Maximum Facilities Special Tax for a Parcel of Developed Property is the greater of: (i) the Base Facilities Special Tax set forth in Table 1 below, or (ii) the Maximum Facilities Special Tax determined pursuant to Section D.

Table 1
Base Facilities Special Tax
Developed Property and Final Map Property

Tax Zone and Land Use Category	Base Facilities Special Tax Fiscal Year 2023-24 *
<u>Tax Zone 1</u> Single Family Property Affordable Housing Units Other Property	\$5,850 per Residential Unit or SFD Lot \$0 per Residential Unit \$28,741 per Acre
<u>Tax Zone 2</u> Single Family Property Affordable Housing Units Other Property	\$4,600 per Residential Unit or SFD Lot \$0 per Residential Unit \$35,934 per Acre
<u>Tax Zone 3</u> Single Family Property Affordable Housing Units Other Property	\$4,400 per Residential Unit or SFD Lot \$0 per Residential Unit \$28,679 per Acre
<u>Tax Zone 4</u> Single Family Property Affordable Housing Units Other Property	\$3,750 per Residential Unit or SFD Lot \$0 per Residential Unit \$33,034 per Acre
<u>Tax Zone 5</u> Single Family Property Affordable Housing Units Other Property	\$3,300 per Residential Unit or SFD Lot \$0 per Residential Unit \$37,882 per Acre
<u>Tax Zone 6</u> Single Family Property Affordable Housing Units Other Property	\$2,000 per Residential Unit or SFD Lot \$0 per Residential Unit \$38,373 per Acre

* On July 1, 2024, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

2. *Facilities Special Tax: Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property*

Table 2 below identifies the Maximum Facilities Special Tax for Parcels of Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property in each Tax Zone.

Table 2
**Maximum Facilities Special Tax for Undeveloped Property,
Taxable Owners Association Property, Taxable Welfare Exemption Property,
and Taxable Public Property**

Tax Zone	Maximum Facilities Special Tax (Fiscal Year 2023-24)*
Tax Zone 1	\$28,741 per Acre
Tax Zone 2	\$35,934 per Acre
Tax Zone 3	\$28,679 per Acre
Tax Zone 4	\$33,034 per Acre
Tax Zone 5	\$37,882 per Acre
Tax Zone 6	\$38,373 per Acre

* On July 1, 2024 and on each July 1 thereafter, all dollar amounts shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

3. *Services Special Tax: Developed Property and Final Map Property*

The Maximum Services Special Tax for Parcels of Developed Property and Final Map Property is \$381 per Residential Unit or SFD Lot in Fiscal Year 2023-24. Notwithstanding the foregoing, the Maximum Services Special Tax shall not be levied on Affordable Housing Units. On July 1, 2024 and on each July 1 thereafter, the Maximum Services Special Tax shall be increased by an amount equal to 4.0% of the amount in effect for the prior Fiscal Year.

4. *Services Special Tax: Undeveloped Property*

Table 3 below identifies the Maximum Services Special Tax for Parcels of Undeveloped Property in each Tax Zone.

Table 3
Maximum Services Special Tax for Undeveloped Property

Tax Zone	Maximum Services Special Tax (Fiscal Year 2023-24)*
Tax Zone 1	\$1,872 per Acre
Tax Zone 2	\$2,636 per Acre
Tax Zone 3	\$2,484 per Acre
Tax Zone 4	\$3,356 per Acre
Tax Zone 5	\$4,373 per Acre
Tax Zone 6	\$7,316 per Acre

* On July 1, 2024 and on each July 1 thereafter, all dollar amounts shown in Table 3 above shall be increased by an amount equal to 4.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM FACILITIES SPECIAL TAX

Pursuant to this Section D, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Facilities Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

1. Land Use Changes

The Expected Maximum Facilities Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Facilities Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 below must be applied:

- Step 1:** By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Facilities Special Tax Revenues prior to the Land Use Change.
- Step 2:** The Administrator shall calculate the Expected Maximum Facilities Special Tax Revenues that could be collected from Taxable Property in the CFD after the Land Use Change based on application of the Base Facilities Special Taxes from Table 1.
- Step 3:** If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Facilities Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Facilities Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

- 3.a.** The landowner requesting the Land Use Change (the “Requesting Landowner”) may make a prepayment in an amount that will ensure that the reduced Expected Maximum Facilities Special Tax Revenues are sufficient to

provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Facilities Special Tax used to determine the Maximum Facilities Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Facilities Special Tax Revenues are sufficient to maintain Required Coverage.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Facilities Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Facilities Special Tax used to determine the Maximum Facilities Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Facilities Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Facilities Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Facilities Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Facilities Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Facilities Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Facilities Special Tax Revenues for the CFD. After the prepayment has been received,

the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Facilities Special Tax Revenues after the prepayment.

3. *Conversion of a Parcel to a Taxable Land Use*

If, in any Fiscal Year, an Affordable Housing Unit, the Exempt Affordable Units Parcel, or a Parcel of Public Property, Welfare Exemption Property, or Owners Association Property that had been exempt from the Special Taxes is converted to Single Family Property or Other Property, such Parcel shall be subject to the levy of Special Taxes. The Maximum Special Taxes for each such Parcel shall be determined based on the applicable Land Use Category for the Parcel, as determined by the Administrator. In addition, the Administrator shall update Attachment 2 to reflect the revised Expected Land Uses and Expected Maximum Facilities Special Tax Revenues for the CFD.

4. *Increase in Affordable Housing Units*

If, prior to the First Bond Sale, the Administrator determines that there is an increase in the number of Affordable Housing Units expected within any Tax Zone, the Administrator shall update the Expected Land Uses and Expected Maximum Facilities Special Tax Revenues in Attachment 2, and the additional Affordable Housing Units will be exempt from the Special Taxes.

If, at any time after the First Bond Sale, additional Affordable Housing Units are proposed, and if the addition of the new Affordable Housing Units will decrease the Expected Maximum Facilities Special Tax Revenues to a point at which Required Coverage cannot be maintained, the Administrator shall calculate the Maximum Facilities Special Tax that must be assigned to each of the new Affordable Housing Units to maintain Required Coverage. The Maximum Facilities Special Tax assigned to the new Affordable Housing Units shall be escalated each Fiscal Year by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

5. *Transfer of Expected Maximum Facilities Special Tax Revenues Among Tax Zones*

The Expected Maximum Facilities Special Tax Revenues were determined for each Tax Zone based on the Expected Land Uses within that Tax Zone. If the expected number of Residential Units or the expected acres of Other Property is transferred from one Tax Zone to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Facilities Special Tax Revenues between the Tax Zones. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Facilities Special Tax Revenues as a result of the transfer. After such a transfer, the Administrator shall update Attachment 2 to reflect the revised Expected Maximum Facilities Special Tax Revenues for each Tax Zone.

6. *Reduction in Maximum Facilities Special Tax*

The Base Facilities Special Tax for one or more Tax Zones shall be reduced prior to the First Bond Sale if the City reasonably determines based on a Price Point Study that, without a reduction in the Base Facilities Special Tax for Residential Units within those Tax Zone(s), the Total Tax Burden will exceed 1.58% of the Average Sales Price. Such determination shall be made by the City hiring, at the CFD's expense, a Price Point Consultant to prepare a Price Point Study to confirm the Average Sales Price for Residential Units within each Tax Zone. If, based on the Price Point

Study, the Administrator calculates that the Total Tax Burden for Residential Units within one or more Tax Zones will exceed 1.58% of the Average Sales Price, the Administrator and the City shall meet with the Master Developer to discuss the findings, after which point the Administrator shall reduce the Base Facilities Special Tax to the point at which the Total Tax Burden on Residential Units in each Tax Zone in the CFD is equal to 1.58% of the Average Sales Price for such Residential Units. Any such reduction shall occur at least 60 days prior to the First Bond Sale.

The Base Facilities Special Taxes set forth in Table 1 may also be (i) disproportionately reduced prior to the First Bond Sale, but not to a level that exceeds the 1.58% described in the previous paragraph, so long as the Master Developer is the owner of all Parcels in the CFD and requests a reduction in the Base Facilities Special Taxes, or (ii) proportionately or disproportionately reduced prior to the First Bond Sale, but not to a level that exceeds the 1.58% described in the previous paragraph, if the owner of any Parcel in the CFD requests a reduction in the Base Facilities Special Taxes and the owners of all Parcels in the CFD consent to such reduction by unanimous vote. Any such reduction shall occur at least 60 days prior to the First Bond Sale.

The Base Facilities Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded. If, based on the Price Point Study, the Administrator determines that the Total Tax Burden will not exceed 1.58% of the Average Sales Price, then there shall be no change in the Base Facilities Special Tax for Residential Units unless so requested by the Master Developer.

E. METHOD OF LEVY OF THE SPECIAL TAXES

1. Facilities Special Tax

Each Fiscal Year, the Administrator shall determine the Facilities Special Tax Requirement to be collected in that Fiscal Year. A Facilities Special Tax shall then be levied according to the following steps:

- Step 1:** The Facilities Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Developed Property until the amount levied is equal to the Facilities Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.
- Step 2:** If additional revenue is needed after Step 1 in order to meet the Facilities Special Tax Requirement after Capitalized Interest has been applied to reduce the Facilities Special Tax Requirement, the Facilities Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Facilities Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Facilities Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the

Maximum Facilities Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Facilities Special Tax Requirement.

- Step 4:** If additional revenue is needed after Step 3, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Facilities Special Tax Requirement.
- Step 5:** If additional revenue is needed after Step 4, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Facilities Special Tax Requirement.
- Step 6:** If additional revenue is needed after Step 5, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Facilities Special Tax Requirement.

2. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement and the Services Special Tax shall be levied according to the steps outlined below.

- Step 1:** The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Services Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.
- Step 2:** If additional revenue is needed after Step 1, the Services Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Services Special Tax for each Parcel of Final Map Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Services Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Services Special Tax for Undeveloped Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Facilities Special Taxes be levied after Fiscal Year 2063-64. Under no circumstances may the Facilities Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

The Services Special Tax may be levied and collected in perpetuity.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Taxes shall be levied in any Fiscal Year on the following:

- i. Public Property, except Taxable Public Property.
- ii. Owners Association Property, except Taxable Owners Association Property.
- iii. Welfare Exemption Property, except Taxable Welfare Exemption Property.
- iv. Affordable Housing Units, except as otherwise provided in Section D.4
- v. The Exempt Affordable Units Parcel, except as otherwise provided in Section D.3
- vi. Parcels that are owned by a public utility for an unmanned facility.
- vii. Parcels that are subject to an easement that precludes any other use on the Parcel.
- viii. For purposes of levying the Facilities Special Tax, Parcels that have fully prepaid the Facilities Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below. Such Parcels shall still be subject to the levy of the Services Special Tax.

H. PREPAYMENTS

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Facilities Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Facilities Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

“Public Facilities Requirement” means either \$32.5 million in 2023 dollars, which shall increase on January 1, 2024, and on each January 1 thereafter by two percent (2%) of the amount in effect in the prior year, or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by the CFD. The Public Facilities Requirements shown above may be adjusted each time property annexes into the CFD or there is an adjustment to the Expected Maximum Facilities Special Tax Revenues due to a Land Use Change or prepayment.

“Remaining Facilities Costs” means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity, and any other source of funding.

1. Full Prepayment

The Facilities Special Tax obligation applicable to a Parcel in the CFD may be prepaid and the obligation of the Parcel to pay the Facilities Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes. The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the amount that could be collected from the Parcel prepaying the Facilities Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Facilities Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Facilities Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

Step 2. Divide the Maximum Facilities Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Facilities Special Tax

Revenues for all property in the CFD, as shown in Attachment 2 and as adjusted by the Administrator after prepayments or Land Use Changes.

- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 4.** Compute the current Remaining Facilities Costs (if any).
- Step 5.** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 6.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 7.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8, and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 9:** Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (*the “Defeasance Requirement”*).
- Step 10.** The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds, and recording any notices to evidence the prepayment and the redemption (*the “Administrative Fees and Expenses”*).
- Step 11.** If and to the extent so provided in the Bond Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the “Reserve Fund Credit”*).
- Step 12.** The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (*the “Prepayment Amount”*).

- Step 13.** From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Facilities Special Tax obligation has been received, a Notice of Cancellation of Facilities Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Facilities Special Tax. However, a Notice of Cancellation of Facilities Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Facilities Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Facilities Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues. However, an Amended Notice of Facilities Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. Maintaining Required Coverage

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Facilities Special Tax revenue that could be collected from Taxable Property that remains subject to the Facilities Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

I. INTERPRETATION OF RMA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

ATTACHMENT 1

City of Dublin Community Facilities District No. 2023-1 (East Ranch)

Identification of Tax Zones and Expected Lot Layout

ATTACHMENT 2

City of Dublin Community Facilities District No. 2023-1 (East Ranch)

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

Tax Zone and Land Use Category	Expected Land Uses	Base Facilities Special Tax (FY 2023-24) *	Expected Maximum Facilities Special Tax Revenues (FY 2023-24) *
<u>Tax Zone 1</u>			
Single Family Property	99 Residential Units	\$5,850 per Res.Unit	\$579,150
Affordable Housing Units	2 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$28,741 per Acre	\$0
<u>Tax Zone 2</u>			
Single Family Property	96 Residential Units	\$4,600 per Res.Unit	\$441,600
Affordable Housing Units	2 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$35,934 per Acre	\$0
<u>Tax Zone 3</u>			
Single Family Property	85 Residential Units	\$4,400 per Res.Unit	\$374,000
Affordable Housing Units	6 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$28,679 per Acre	\$0
<u>Tax Zone 4</u>			
Single Family Property	85 Residential Units	\$3,750 per Res.Unit	\$318,750
Affordable Housing Units	0 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$33,034 per Acre	\$0
<u>Tax Zone 5</u>			
Single Family Property	94 Residential Units	\$3,300 per Res.Unit	\$310,200
Affordable Housing Units	4 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$37,882 per Acre	\$0
<u>Tax Zone 6</u>			
Single Family Property	96 Residential Units	\$2,000 per Res.Unit	\$192,000
Affordable Housing Units	4 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$38,373 per Acre	\$0
Expected Maximum Facilities Special Tax Revenues (FY 2023-24 \$)			\$2,215,700

* On July 1, 2024, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.

RESOLUTION NO. XX-23**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****FORMING THE CITY OF DUBLIN COMMUNITY FACILITIES DISTRICT
NO. 2023-1 (EAST RANCH)**

WHEREAS, on October 17, 2023, the City Council (the “City Council”) of the City of Dublin (the “City”) adopted Resolution No. 111-23 (the “Resolution of Intention”), stating its intention to form the City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”); and

WHEREAS, the Resolution of Intention, describing a map of the proposed boundaries of the CFD, and stating the services and facilities to be provided, the cost of providing such services and facilities, and the rate and method of apportionment of the special taxes to be levied within the CFD to pay for the services and facilities, including the principal and interest on bonds proposed to be issued with respect to the CFD for the facilities, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the services and facilities to be provided therein and the levy of said special taxes were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this City Council on said matters before it, including a report prepared by Goodwin Consulting Group (the “Report”) at the request of the Finance Director of the City, as to the services and facilities to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this City Council at the conclusion of said hearing is fully advised as to its substance; and

WHEREAS, written protests with respect to the proposed formation of the CFD, the furnishing of specified types of services and facilities and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by 50% or more of the registered voters residing within the territory of the CFD or property owners of one-half or more of the area of land within the CFD and not exempt from the proposed special tax; and

WHEREAS, the special taxes proposed to be levied in the CFD to pay for the proposed services and facilities to be provided therein, as set forth in the Rate and Method of Apportionment of Special Taxes attached as **Exhibit A** hereto, has not been eliminated by protest by 50% or more of the registered voters residing within the territory of the CFD or the owners of one-half or more of the area of land within the CFD and not exempt from the special tax.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin hereby finds, determines and resolves as follows:

1. **Recitals Correct.** The foregoing recitals are true and correct.
2. **No Majority Protest.** The proposed special taxes to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.
3. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD, and the levy of the special taxes have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
4. **Name of CFD.** The community facilities district designated “City of Dublin Community Facilities District No. 2023-1 (East Ranch)” is hereby established pursuant to the Act.
5. **Boundaries of CFD.** The boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the Alameda County Recorder’s Office on November 1, 2023 in Book 19 at Page 46, as Document No. 2023129420 of Maps of Assessment and Community Facilities Districts, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD, respectively.
6. **Description of Facilities and Services.** The type of public facilities proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed as facilities in **Exhibit B** hereto and by this reference incorporated herein (the “Facilities”), which list of facilities has not been amended since the Resolution of Intention. The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying, securing and administering the Special Taxes and the bonds, and establishing and replenishing reserve funds).

The type of services proposed to be financed by the CFD pursuant to the Act shall consist of those listed as services in **Exhibit B** hereto and hereby incorporated herein (the “Services”). The City Council hereby determines that the Services are necessary to meet increased demands for such services placed upon local agencies as the result of development occurring within the area of the CFD. The Services are in addition to those

provided in the territory of the CFD as of the date hereof and will not supplant services already available within the territory of the CFD as of the date hereof.

7. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services and Facilities, including the principal and interest as it becomes due on bonds of the CFD issued to finance the Facilities, special taxes (the “Special Taxes”) sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this City Council.

b. The proposed Rate and Method of Apportionment of Special Taxes (the “Rate and Method”) among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, is shown in Exhibit A attached hereto and hereby incorporated herein.

c. The Special Taxes shall not be levied in the CFD after the fiscal year specified in the Rate and Method, except that Special Taxes that were lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall Special Taxes levied against any parcel in the CFD to be used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the CFD by more than 10%.

8. Increased Demands. It is hereby found and determined that the Services and Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.

9. Responsible Official. The Finance Director of the City of Dublin, 100 Civic Plaza, Dublin, CA 94568, Telephone (925) 833-6648, is the officer of the City who will be responsible for preparing annually a current roll of special tax levy obligations by assessor’s parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

10. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the Special Taxes shall attach to all nonexempt real property in the CFD, and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

11. **Appropriations Limit.** In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the CFD is hereby preliminarily established at an initial amount of \$67,000,000, and said appropriations limit shall be submitted to the voters of the CFD as hereafter provided, and subject to increase in accordance with law. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act.

12. **Election.** Pursuant to the provisions of the Act, the proposition of the levy of the Special Taxes and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election. The time, place and conditions of the election shall be as specified by a separate resolution of this City Council.

13. **Acquisition of Facilities.** Public improvements authorized to be financed by the CFD from proceeds of the Bonds will be acquired by the City from a developer of land in the District pursuant to the terms of an Acquisition Agreement by and between the City and the developer. The Council hereby delegates authority to the Finance Director, Assistant City Manager and each other authorized officer of the City to enter into an Acquisition Agreement in a form approved by such officer.

14. **Acquisition of Facilities by Other Agencies.** Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district, or services to be provided by a public agency other than the agency that created the district, or any combination, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to this section. The Finance Director, Assistant City Manager and each other authorized officer of the City is hereby authorized and directed to enter into a joint community facilities agreement with the Dublin San Ramon Services District and any other entity that will own or operate any of the Facilities, as may be necessary to comply with the provisions of Section 53316.2(a) and (b) of the Act. The Council hereby declares that such joint agreements will be beneficial to owners of property in the area of the CFD.

15. **Effective Date.** This resolution shall take effect upon its adoption.

{Signatures on Following Page}

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

Shown as Attachment 2 – Exhibit A to Resolution Forming the City of Dublin Community Facilities District 2023-1 (East Ranch)

EXHIBIT B

LIST OF AUTHORIZED FACILITIES AND SERVICES

The CFD is authorized to finance, in whole or in part, the following facilities and services:

Authorized Facilities, Including Fees Financing Facilities

In accordance with the Act, the CFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of any real or other tangible property with an estimated useful life of five years or longer, together with the planning and design work that is directly related to the purchase, construction, expansion, or rehabilitation of any real or tangible property (collectively, the "Facilities"). By way of example and not limitation, the CFD may fund any of the following: roadways and roadway improvements, traffic signals, regional hiking and biking trails, storm drains and basins, water and wastewater facilities (including, without limitation, domestic and non-domestic water facilities, wells, pre-treatment basins, infiltration basins, reservoirs, pipelines, storm and sewer drains and related infrastructure and improvements), wet and dry utilities, bridges and pedestrian bridges, tunnels, parks sites, park facilities and equipment, open space, school sites, school facilities and equipment, facilities and equipment relating to fire protection and suppression, facilities and equipment relating to police protection services, animal control facilities, library facilities and equipment, general government facilities, and related infrastructure improvements, both onsite and offsite, and all appurtenances and appurtenant work in connection with the foregoing (including utility line relocations and electric, gas and cable utilities). The Facilities may be constructed and installed by the City of Dublin ("City"), County of Alameda ("County"), Zone 7 Water Agency, Dublin San Ramon Services District, Dublin Unified School District or other local agency and/or acquired by the City, County, Zone 7 Water Agency, Dublin San Ramon Services District, or other local agency from private parties that construct the Facilities. Authorized Facilities also include the prepayment of overlapping community facilities district and assessment district liens.

Authorized Facilities include facilities financed by development impact fees paid and not otherwise reimbursed, whether levied by the City, County, Zone 7 Water Agency, Dublin San Ramon Services District, Dublin Unified School District or other local agency.

Authorized Services

The CFD is authorized to finance each and every service authorized to be financed under the Act (collectively, the "Services.") By way of example and not limitation, the CFD may fund any of the following: furnishing, operating, maintaining and repairing equipment, apparatus or facilities related to providing the Services and/or equipment, apparatus, facilities or fixtures in areas to be maintained or repaired, paying the salaries and benefits of personnel necessary or convenient to provide the Services, payment of insurance costs

and other related expenses and the provision of reserves for repairs and replacements and for the future provision of Services. "Maintenance" shall include replacement, and the creation and funding of a reserve fund to pay for a replacement. It is expected that the Services will be provided by the City, either with its own employees or by contract with third parties, or any combination thereof.

Administrative and Incidental Expenses

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, include these: the cost of planning, permitting, engineering, and designing the facilities (including the cost of environmental evaluation, orthophotography, and environmental remediation/mitigation); land acquisition and easement payments for authorized CFD facilities; project management; construction staking; engineering studies and preparation of an engineer's report; utility relocation and demolition costs incidental to construction of the facilities financed through the CFD; determination of the amount of taxes and collection of taxes; payment of taxes; costs otherwise incurred to carry out the authorized purposes of the CFD, including the issuance of bonds; reimbursements to other areas for infrastructure facilities or planning purposes serving development in the CFD; and any other expenses incidental to the construction, completion, and inspection of the facilities.

In addition, the CFD shall fund the direct and indirect expenses incurred by the City, County or any other local agency in carrying out its duties with respect to the CFD including, but not limited to:

1. The levy and collection of the special taxes.
2. The fees and expenses of attorneys and consultants.
3. Any fees related to the collection of the special taxes.
4. An allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of the City's general administrative overhead related thereto.
5. Any amounts paid by the City with respect to the CFD.
6. Expenses incurred in undertaking action to foreclose on properties for which the payment of special taxes is delinquent.
7. Administrative fees of the City and the bond trustee or fiscal agent related to the CFD and the bonds issued by or for the CFD.
8. Costs related to the formation of the CFD.
9. Reimbursement of costs related to the formation of the CFD advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD.

10. Costs related to the issuance of bonds by or for the CFD, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, fees and expenses of bond counsel, disclosure counsel, special tax consultant, municipal advisor and appraiser, bond remarketing costs, and all other incidental expenses.
11. All other costs and expenses of the City in any way related to the CFD.

**CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

Special Taxes applicable to each Assessor's Parcel in the City of Dublin Community Facilities District No. 2023-1 (East Ranch) shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Affordable Housing Unit" means any Residential Unit on a Parcel of Developed Property for which a deed restriction has been recorded on title of the property that limits the rental rate or sales price or otherwise restricts the affordability of the Residential Unit or income of its occupants. It is incumbent upon the builder, developer, or property owner to make the Administrator aware of such deed restriction. Residential Units on Welfare Exemption Property shall be categorized as Welfare Exemption Property for purposes of this RMA, not as Affordable Housing Units.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Authorized Services” means the public services authorized to be funded, in whole or in part, by the CFD.

“Average Sales Price” means the weighted average sales price for all Residential Units within a particular Tax Zone that have sold within the past 6 months or are expected to sell in a normal marketing environment, and shall not include Affordable Housing Units or Residential Units that are sold at a discount for the purpose of stimulating initial sales activity. The sales price shall include the actual sales price of the Residential Units within the respective Tax Zone that have sold within the past 6 months or are expected to sell in a normal marketing environment including, but not limited to, options, upgrades, and premiums.

“Base Facilities Special Tax” means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 of Section C, as may be adjusted pursuant to Section D herein.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Facilities Special Tax and issued or assumed by the CFD to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Dublin Community Facilities District No. 2023-1 (East Ranch).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Dublin.

“City Council” means the City Council of the City of Dublin, acting as the legislative body of CFD No. 2023-1.

“County” means the County of Alameda.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption

Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

“Development Class” means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property.

“Exempt Affordable Units Parcel” means the Parcel in the CFD on which all Residential Units are expected to be Affordable Housing Units and, therefore, such Parcel (or Parcels once subdivided) is exempt from the levy of the Special Taxes unless and until Residential Units constructed on such Parcel(s) no longer have a deed restriction making them Affordable Units. The Exempt Affordable Units Parcel is identified in Attachment 1 hereto. Such exemption shall apply to the Parcel once it becomes a stand-alone Assessor’s Parcel, whether such Parcel is Developed Property or Undeveloped Property, as defined herein.

“Expected Land Uses” means, for any Tax Zone, the number of Residential Units and the acreage of Other Property expected within the CFD at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

“Expected Maximum Facilities Special Tax Revenues” means the aggregate Facilities Special Tax that can be levied based on application of the Base Facilities Special Tax to the Expected Land Uses. The Expected Maximum Facilities Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Section D and H below.

“Facilities Special Tax” means a special tax levied in any Fiscal Year on Parcels in the CFD to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year, (ii) to replenish reserve funds to the extent such replenishment has not been included in a computation of the Facilities Special Tax Requirement in a previous Fiscal Year, (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (iv) to pay Administrative Expenses, and (v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Facilities Special Taxes levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Facilities Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Final Map” means a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term “Final Map” shall not include any large-lot subdivision map, Assessor’s Parcel Map, or

subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Final Map Property" means, in any Fiscal Year, all SFD Lots created within Final Maps that had recorded prior to June 1 of the preceding Fiscal Year and which have not yet become Developed Property.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Facilities Special Taxes levied and collected from Parcels of Taxable Property in the CFD.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Improvement Fund" means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities or to pay eligible impact fees.

"Indenture" means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means, individually, Single Family Property or Other Property. Affordable Housing Units shall be considered a separate Land Use Category for purposes of this RMA.

"Land Use Change" means a proposed or approved change to the Expected Land Uses after CFD Formation.

"Master Developer" means TH East Ranch Dublin, LLC, a California limited liability company, and its successors and assigns.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year as determined in accordance with Sections C and D below.

"Maximum Services Special Tax" means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C below.

"Maximum Special Tax" means, as the context requires, either or both of the Maximum Facilities Special Tax and Maximum Services Special Tax.

"Other Property" means any Parcel of Taxable Property in the CFD that does not fit within the definition of Single Family Property, Affordable Housing Unit, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property.

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

“Owners Association Property” means any property within the boundaries of the CFD that is owned in fee or through easement by the Owners Association, not including any such property that is located directly under a residential structure.

“Price Point Consultant” means any consultant or firm selected by the City that: (a) has substantial experience in performing price point studies for Residential Units within community facilities districts or otherwise estimating or confirming pricing for Residential Units in community facilities districts; (b) has recognized expertise in analyzing economic and real estate data that relates to the pricing of Residential Units in community facilities districts; (c) is independent and not under the control of the City or any developer of Parcels in the CFD; (d) does not have any substantial interest, direct or indirect, with or in: (i) the CFD, (ii) the City, or (iii) any owner of real property in the CFD; and (e) is not connected with the City as an officer or employee thereof, but who may be regularly retained to make reports to the City.

“Price Point Study” means a price point study or letter updating a previous price point study prepared by the Price Point Consultant pursuant to Section D herein. For each Tax Zone in the CFD, the price point study shall analyze Residential Units with similar density, lot sizes, square footage ranges, and product type as the Residential Units within that Tax Zone and excluding Affordable Housing Units. The Master Developer will be provided the opportunity to review and comment on the draft price point study before a final version is presented to the City.

“Proportionately” means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

“Public Property” means any property within the boundaries of the CFD that is owned by the City, County, federal government, State of California, or other public agency.

“Required Coverage” means the amount by which the Expected Maximum Facilities Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Unit” means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure. A second unit (granny flat) that shares a Parcel with an SFD Unit shall not be considered a Residential Unit for purposes of levying the Special Taxes.

“RMA” means this Rate and Method of Apportionment of Special Taxes.

“Services Special Tax” means a special tax levied in any Fiscal Year on Parcels in the CFD to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure delinquencies in the payment of Services Special Taxes which have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus

amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential dwelling unit that does not share a common wall with another residential dwelling unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Special Taxes” means the Facilities Special Tax and Services Special Tax.

“Tax Zone” means a geographic area within which a particular Maximum Facilities Special Tax rate may be levied pursuant to this RMA, as identified in Attachment 1 hereto.

“Taxable Owners Association Property” means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it is Owners Association Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Property” means all of the Parcels within the boundaries of the CFD that are not exempt from the Special Taxes pursuant to law or Section G below.

“Taxable Public Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it is Public Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Welfare Exemption Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it has become Welfare Exemption Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means a tentative map or substantial conformance exhibit for property in the CFD, including any adjustments or amendments thereto.

“Total Tax Burden” means, for Single Family Property, that the Special Taxes, together with ad valorem property taxes, special assessments, special taxes for any overlapping community facilities districts, or any other taxes, fees and charges which would be collected by the County on property tax bills for a Residential Unit with an assessed value equal to the Average Sales Price, and which are payable from and secured by the property assuming such Residential Unit had been completed, sold, and subject to such levies and impositions, excluding service charges such as sewer and trash, and voluntary assessments such as those associated with a Property Assessed Clean Energy program.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property, Developed Property, Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property as defined herein.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels in the CFD that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAXES

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Tax Zone and the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Property, an Affordable Housing Unit, or Other Property; and (iii) determine the Facilities Special Tax Requirement and the Services Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Facilities Special Tax Revenues. If the Expected Maximum Facilities Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel

map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. *Facilities Special Tax: Developed Property and Final Map Property*

The Maximum Facilities Special Tax for a Parcel of Developed Property is the greater of: (i) the Base Facilities Special Tax set forth in Table 1 below, or (ii) the Maximum Facilities Special Tax determined pursuant to Section D.

Table 1
Base Facilities Special Tax
Developed Property and Final Map Property

Tax Zone and Land Use Category	Base Facilities Special Tax Fiscal Year 2023-24 *
<u>Tax Zone 1</u> Single Family Property Affordable Housing Units Other Property	\$5,850 per Residential Unit or SFD Lot \$0 per Residential Unit \$28,741 per Acre
<u>Tax Zone 2</u> Single Family Property Affordable Housing Units Other Property	\$4,600 per Residential Unit or SFD Lot \$0 per Residential Unit \$35,934 per Acre
<u>Tax Zone 3</u> Single Family Property Affordable Housing Units Other Property	\$4,400 per Residential Unit or SFD Lot \$0 per Residential Unit \$28,679 per Acre
<u>Tax Zone 4</u> Single Family Property Affordable Housing Units Other Property	\$3,750 per Residential Unit or SFD Lot \$0 per Residential Unit \$33,034 per Acre
<u>Tax Zone 5</u> Single Family Property Affordable Housing Units Other Property	\$3,300 per Residential Unit or SFD Lot \$0 per Residential Unit \$37,882 per Acre
<u>Tax Zone 6</u> Single Family Property Affordable Housing Units Other Property	\$2,000 per Residential Unit or SFD Lot \$0 per Residential Unit \$38,373 per Acre

* On July 1, 2024, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

2. *Facilities Special Tax: Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property*

Table 2 below identifies the Maximum Facilities Special Tax for Parcels of Undeveloped Property, Taxable Owners Association Property, Taxable Welfare Exemption Property, and Taxable Public Property in each Tax Zone.

Table 2
**Maximum Facilities Special Tax for Undeveloped Property,
Taxable Owners Association Property, Taxable Welfare Exemption Property,
and Taxable Public Property**

Tax Zone	Maximum Facilities Special Tax (Fiscal Year 2023-24)*
Tax Zone 1	\$28,741 per Acre
Tax Zone 2	\$35,934 per Acre
Tax Zone 3	\$28,679 per Acre
Tax Zone 4	\$33,034 per Acre
Tax Zone 5	\$37,882 per Acre
Tax Zone 6	\$38,373 per Acre

* On July 1, 2024 and on each July 1 thereafter, all dollar amounts shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

3. *Services Special Tax: Developed Property and Final Map Property*

The Maximum Services Special Tax for Parcels of Developed Property and Final Map Property is \$381 per Residential Unit or SFD Lot in Fiscal Year 2023-24. Notwithstanding the foregoing, the Maximum Services Special Tax shall not be levied on Affordable Housing Units. On July 1, 2024 and on each July 1 thereafter, the Maximum Services Special Tax shall be increased by an amount equal to 4.0% of the amount in effect for the prior Fiscal Year.

4. *Services Special Tax: Undeveloped Property*

Table 3 below identifies the Maximum Services Special Tax for Parcels of Undeveloped Property in each Tax Zone.

Table 3
Maximum Services Special Tax for Undeveloped Property

Tax Zone	Maximum Services Special Tax (Fiscal Year 2023-24)*
Tax Zone 1	\$1,872 per Acre
Tax Zone 2	\$2,636 per Acre
Tax Zone 3	\$2,484 per Acre
Tax Zone 4	\$3,356 per Acre
Tax Zone 5	\$4,373 per Acre
Tax Zone 6	\$7,316 per Acre

* On July 1, 2024 and on each July 1 thereafter, all dollar amounts shown in Table 3 above shall be increased by an amount equal to 4.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM FACILITIES SPECIAL TAX

Pursuant to this Section D, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Facilities Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

1. Land Use Changes

The Expected Maximum Facilities Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Facilities Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 below must be applied:

- Step 1:** By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Facilities Special Tax Revenues prior to the Land Use Change.
- Step 2:** The Administrator shall calculate the Expected Maximum Facilities Special Tax Revenues that could be collected from Taxable Property in the CFD after the Land Use Change based on application of the Base Facilities Special Taxes from Table 1.
- Step 3:** If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Facilities Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Facilities Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

- 3.a.** The landowner requesting the Land Use Change (the “Requesting Landowner”) may make a prepayment in an amount that will ensure that the reduced Expected Maximum Facilities Special Tax Revenues are sufficient to

provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Facilities Special Tax used to determine the Maximum Facilities Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Facilities Special Tax Revenues are sufficient to maintain Required Coverage.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Facilities Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Facilities Special Tax used to determine the Maximum Facilities Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Facilities Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Facilities Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Facilities Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Facilities Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Facilities Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Facilities Special Tax Revenues for the CFD. After the prepayment has been received,

the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Facilities Special Tax Revenues after the prepayment.

3. *Conversion of a Parcel to a Taxable Land Use*

If, in any Fiscal Year, an Affordable Housing Unit, the Exempt Affordable Units Parcel, or a Parcel of Public Property, Welfare Exemption Property, or Owners Association Property that had been exempt from the Special Taxes is converted to Single Family Property or Other Property, such Parcel shall be subject to the levy of Special Taxes. The Maximum Special Taxes for each such Parcel shall be determined based on the applicable Land Use Category for the Parcel, as determined by the Administrator. In addition, the Administrator shall update Attachment 2 to reflect the revised Expected Land Uses and Expected Maximum Facilities Special Tax Revenues for the CFD.

4. *Increase in Affordable Housing Units*

If, prior to the First Bond Sale, the Administrator determines that there is an increase in the number of Affordable Housing Units expected within any Tax Zone, the Administrator shall update the Expected Land Uses and Expected Maximum Facilities Special Tax Revenues in Attachment 2, and the additional Affordable Housing Units will be exempt from the Special Taxes.

If, at any time after the First Bond Sale, additional Affordable Housing Units are proposed, and if the addition of the new Affordable Housing Units will decrease the Expected Maximum Facilities Special Tax Revenues to a point at which Required Coverage cannot be maintained, the Administrator shall calculate the Maximum Facilities Special Tax that must be assigned to each of the new Affordable Housing Units to maintain Required Coverage. The Maximum Facilities Special Tax assigned to the new Affordable Housing Units shall be escalated each Fiscal Year by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

5. *Transfer of Expected Maximum Facilities Special Tax Revenues Among Tax Zones*

The Expected Maximum Facilities Special Tax Revenues were determined for each Tax Zone based on the Expected Land Uses within that Tax Zone. If the expected number of Residential Units or the expected acres of Other Property is transferred from one Tax Zone to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Facilities Special Tax Revenues between the Tax Zones. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Facilities Special Tax Revenues as a result of the transfer. After such a transfer, the Administrator shall update Attachment 2 to reflect the revised Expected Maximum Facilities Special Tax Revenues for each Tax Zone.

6. *Reduction in Maximum Facilities Special Tax*

The Base Facilities Special Tax for one or more Tax Zones shall be reduced prior to the First Bond Sale if the City reasonably determines based on a Price Point Study that, without a reduction in the Base Facilities Special Tax for Residential Units within those Tax Zone(s), the Total Tax Burden will exceed 1.58% of the Average Sales Price. Such determination shall be made by the City hiring, at the CFD's expense, a Price Point Consultant to prepare a Price Point Study to confirm the Average Sales Price for Residential Units within each Tax Zone. If, based on the Price Point

Study, the Administrator calculates that the Total Tax Burden for Residential Units within one or more Tax Zones will exceed 1.58% of the Average Sales Price, the Administrator and the City shall meet with the Master Developer to discuss the findings, after which point the Administrator shall reduce the Base Facilities Special Tax to the point at which the Total Tax Burden on Residential Units in each Tax Zone in the CFD is equal to 1.58% of the Average Sales Price for such Residential Units. Any such reduction shall occur at least 60 days prior to the First Bond Sale.

The Base Facilities Special Taxes set forth in Table 1 may also be (i) disproportionately reduced prior to the First Bond Sale, but not to a level that exceeds the 1.58% described in the previous paragraph, so long as the Master Developer is the owner of all Parcels in the CFD and requests a reduction in the Base Facilities Special Taxes, or (ii) proportionately or disproportionately reduced prior to the First Bond Sale, but not to a level that exceeds the 1.58% described in the previous paragraph, if the owner of any Parcel in the CFD requests a reduction in the Base Facilities Special Taxes and the owners of all Parcels in the CFD consent to such reduction by unanimous vote. Any such reduction shall occur at least 60 days prior to the First Bond Sale.

The Base Facilities Special Tax reductions permitted pursuant to this paragraph shall be reflected in an Amended Notice of Special Tax Lien, which the Administrator shall cause to be recorded. If, based on the Price Point Study, the Administrator determines that the Total Tax Burden will not exceed 1.58% of the Average Sales Price, then there shall be no change in the Base Facilities Special Tax for Residential Units unless so requested by the Master Developer.

E. METHOD OF LEVY OF THE SPECIAL TAXES

1. Facilities Special Tax

Each Fiscal Year, the Administrator shall determine the Facilities Special Tax Requirement to be collected in that Fiscal Year. A Facilities Special Tax shall then be levied according to the following steps:

- Step 1:** The Facilities Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Developed Property until the amount levied is equal to the Facilities Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.
- Step 2:** If additional revenue is needed after Step 1 in order to meet the Facilities Special Tax Requirement after Capitalized Interest has been applied to reduce the Facilities Special Tax Requirement, the Facilities Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Facilities Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Facilities Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the

Maximum Facilities Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Facilities Special Tax Requirement.

- Step 4:** If additional revenue is needed after Step 3, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Facilities Special Tax Requirement.
- Step 5:** If additional revenue is needed after Step 4, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Facilities Special Tax Requirement.
- Step 6:** If additional revenue is needed after Step 5, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Facilities Special Tax Requirement.

2. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement and the Services Special Tax shall be levied according to the steps outlined below.

- Step 1:** The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Services Special Tax for each Parcel of Developed Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.
- Step 2:** If additional revenue is needed after Step 1, the Services Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Services Special Tax for each Parcel of Final Map Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Services Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Services Special Tax for Undeveloped Property for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Facilities Special Taxes be levied after Fiscal Year 2063-64. Under no circumstances may the Facilities Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

The Services Special Tax may be levied and collected in perpetuity.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Taxes shall be levied in any Fiscal Year on the following:

- i. Public Property, except Taxable Public Property.
- ii. Owners Association Property, except Taxable Owners Association Property.
- iii. Welfare Exemption Property, except Taxable Welfare Exemption Property.
- iv. Affordable Housing Units, except as otherwise provided in Section D.4
- v. The Exempt Affordable Units Parcel, except as otherwise provided in Section D.3
- vi. Parcels that are owned by a public utility for an unmanned facility.
- vii. Parcels that are subject to an easement that precludes any other use on the Parcel.
- viii. For purposes of levying the Facilities Special Tax, Parcels that have fully prepaid the Facilities Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below. Such Parcels shall still be subject to the levy of the Services Special Tax.

H. PREPAYMENTS

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Facilities Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Facilities Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

“Public Facilities Requirement” means either \$32.5 million in 2023 dollars, which shall increase on January 1, 2024, and on each January 1 thereafter by two percent (2%) of the amount in effect in the prior year, or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by the CFD. The Public Facilities Requirements shown above may be adjusted each time property annexes into the CFD or there is an adjustment to the Expected Maximum Facilities Special Tax Revenues due to a Land Use Change or prepayment.

“Remaining Facilities Costs” means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity, and any other source of funding.

1. Full Prepayment

The Facilities Special Tax obligation applicable to a Parcel in the CFD may be prepaid and the obligation of the Parcel to pay the Facilities Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes. The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the amount that could be collected from the Parcel prepaying the Facilities Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Facilities Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Facilities Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

Step 2. Divide the Maximum Facilities Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Facilities Special Tax

Revenues for all property in the CFD, as shown in Attachment 2 and as adjusted by the Administrator after prepayments or Land Use Changes.

- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 4.** Compute the current Remaining Facilities Costs (if any).
- Step 5.** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 6.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 7.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8, and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 9:** Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (*the “Defeasance Requirement”*).
- Step 10.** The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds, and recording any notices to evidence the prepayment and the redemption (*the “Administrative Fees and Expenses”*).
- Step 11.** If and to the extent so provided in the Bond Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the “Reserve Fund Credit”*).
- Step 12.** The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (*the “Prepayment Amount”*).

- Step 13.** From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Facilities Special Tax obligation has been received, a Notice of Cancellation of Facilities Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Facilities Special Tax. However, a Notice of Cancellation of Facilities Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Facilities Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Facilities Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues. However, an Amended Notice of Facilities Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. Maintaining Required Coverage

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Facilities Special Tax revenue that could be collected from Taxable Property that remains subject to the Facilities Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

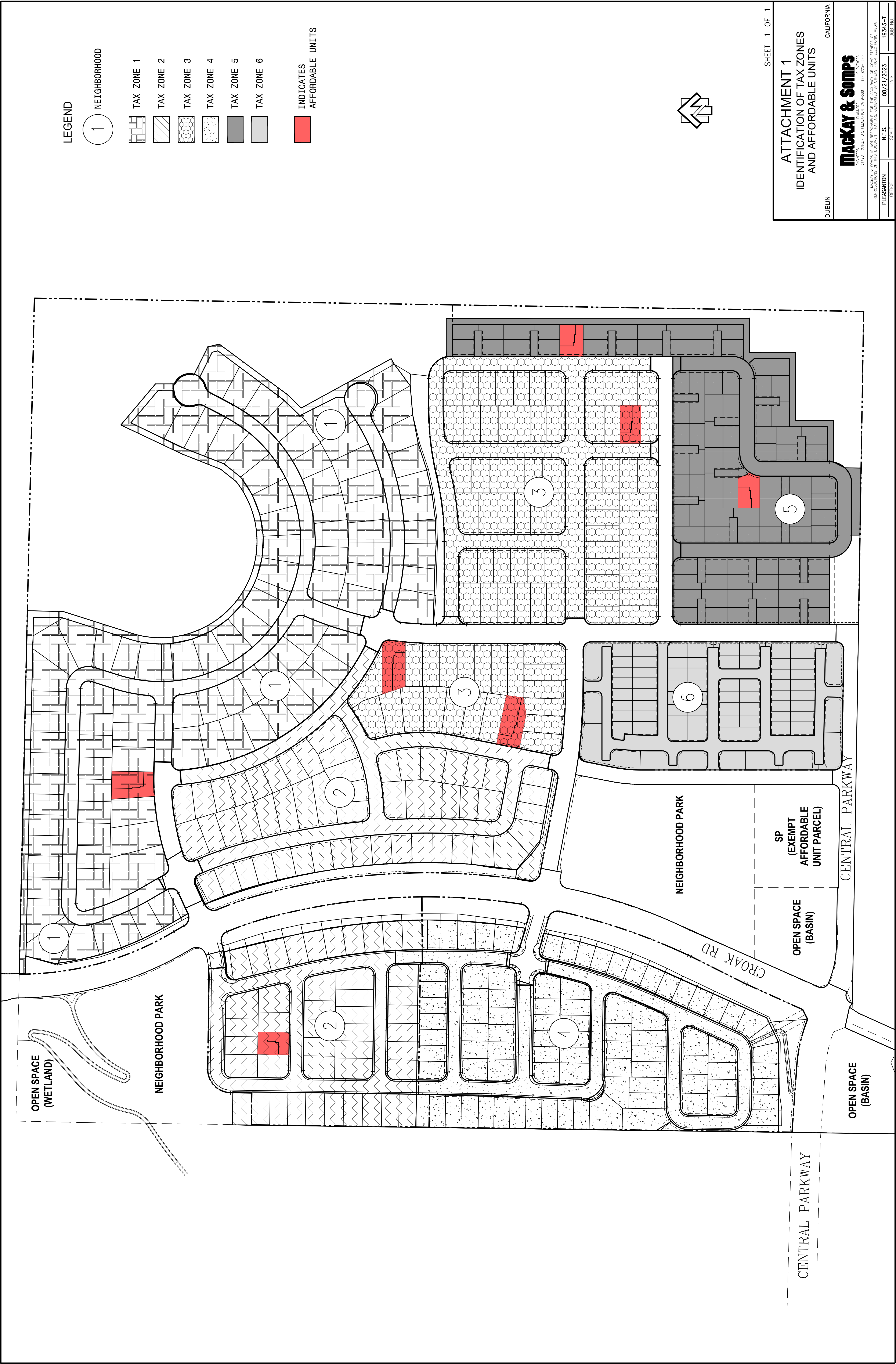
I. INTERPRETATION OF RMA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this RMA.

ATTACHMENT 1

City of Dublin Community Facilities District No. 2023-1 (East Ranch)

Identification of Tax Zones and Expected Lot Layout



ATTACHMENT 2

City of Dublin Community Facilities District No. 2023-1 (East Ranch)

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

Tax Zone and Land Use Category	Expected Land Uses	Base Facilities Special Tax (FY 2023-24) *	Expected Maximum Facilities Special Tax Revenues (FY 2023-24) *
<u>Tax Zone 1</u>			
Single Family Property	99 Residential Units	\$5,850 per Res.Unit	\$579,150
Affordable Housing Units	2 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$28,741 per Acre	\$0
<u>Tax Zone 2</u>			
Single Family Property	96 Residential Units	\$4,600 per Res.Unit	\$441,600
Affordable Housing Units	2 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$35,934 per Acre	\$0
<u>Tax Zone 3</u>			
Single Family Property	85 Residential Units	\$4,400 per Res.Unit	\$374,000
Affordable Housing Units	6 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$28,679 per Acre	\$0
<u>Tax Zone 4</u>			
Single Family Property	85 Residential Units	\$3,750 per Res.Unit	\$318,750
Affordable Housing Units	0 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$33,034 per Acre	\$0
<u>Tax Zone 5</u>			
Single Family Property	94 Residential Units	\$3,300 per Res.Unit	\$310,200
Affordable Housing Units	4 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$37,882 per Acre	\$0
<u>Tax Zone 6</u>			
Single Family Property	96 Residential Units	\$2,000 per Res.Unit	\$192,000
Affordable Housing Units	4 Residential Units	\$0 per Res.Unit	\$0
Other Property	0 Acres	\$38,373 per Acre	\$0
Expected Maximum Facilities Special Tax Revenues (FY 2023-24 \$)			\$2,215,700

* On July 1, 2024, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.

RESOLUTION NO. XX-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DETERMINING NECESSITY TO INCUR BONDED INDEBTEDNESS FOR CITY OF DUBLIN COMMUNITY FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)

WHEREAS, on October 17, 2023, the City Council (the “City Council”) of the City of Dublin (the “City”) adopted its Resolution No. 111-23 (the “Resolution of Intention”), stating its intention to form the City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the “CFD”), pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”); and

WHEREAS, on October 17, 2023, this City Council also adopted its Resolution No. 112-23 (the “Resolution of Intention to Incur Indebtedness”) stating its intention to incur bonded indebtedness within the boundaries of the CFD in an amount not to exceed \$67,000,000 for the purpose of financing the costs of the Facilities (defined herein); and

WHEREAS, this City Council has held a noticed public hearing as required by the Act about the determination to proceed with the formation of the CFD, the provision of certain services and facilities by the CFD and the rate and method of apportionment of the special taxes to be levied within the CFD to pay for certain services and the Facilities, including the principal and interest on the proposed bonded indebtedness in the CFD for the Facilities, and the administrative costs of the City relative to the CFD; and

WHEREAS, subsequent to the public hearing, this City Council adopted a resolution entitled “Forming the City of Dublin Community Facilities District No. 2023-1 (East Ranch)” (the “Resolution of Formation”); and

WHEREAS, this City Council has also held a noticed public hearing as required by the Act relative to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness; and

WHEREAS, no written protests with respect to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness have been filed with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin hereby finds, determines and resolves as follows:

1. **Recitals.** The foregoing recitals are true and correct.

2. **Necessity.** This City Council deems it necessary to incur bonded indebtedness in the maximum aggregate principal amount of \$67,000,000 within the boundaries of the CFD for the purpose of financing the costs of all or a portion of the facilities defined in the Resolution of Formation (the “Facilities”), including, but not limited to, the costs of issuing and selling bonds to finance all or a portion of the Facilities and the costs of the City in establishing and administering the CFD. Indebtedness subject to this limit shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

3. **Entire CFD Liable.** The whole of the CFD shall pay for the bonded indebtedness through the levy of the special tax. The tax is to be apportioned in accordance with the formula set forth in Exhibit A to the Resolution of Formation, as the same may be amended in accordance with the Act.

4. **Bonds.** Bonds in the maximum amount set forth in Section 2 are hereby authorized subject to voter approval. The bonds may be issued in one or more series and mature and bear interest at such rate or rates, payable semiannually or in such other manner, all as this City Council or its designee shall determine, at the time or times of sale of such bonds; provided, however, that the interest rate or rates shall not to exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds and any series thereof shall have a maximum term of not to exceed 40 years.

5. **Election.** The proposition of incurring the bonded indebtedness herein authorized shall be submitted to the qualified electors of the CFD and shall be consolidated with elections on the proposition of levying special taxes within the CFD and the establishment of an appropriations limit for the CFD pursuant to Section 53353.5 of the Act. The time, place and further particulars and conditions of such election shall be as specified by separate resolution of this City Council.

6. **Effective Date.** This Resolution shall take effect upon its adoption.

{Signatures on Following Page}

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 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****CALLING A SPECIAL ELECTION FOR CITY OF DUBLIN COMMUNITY
FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)**

WHEREAS, the City Council (the “City Council”) of the City of Dublin (the “City”) has adopted a resolution entitled “Forming the City of Dublin Community Facilities District No. 2023-1 (East Ranch)” (the “Resolution of Formation”), ordering the formation of the City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the “CFD”), authorizing the levy of special taxes on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”); and

WHEREAS, this City Council has also adopted a resolution entitled “Determining Necessity to Incur Bonded Indebtedness for the City of Dublin Community Facilities District No. 2023-1 (East Ranch)” (the “Resolution Determining Necessity”), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$67,000,000, excluding bonds described in Section 53364.2(e) of the Act, upon the security of the special tax to be levied within the CFD for facilities and bonds pursuant to the Act; and

WHEREAS, pursuant to the provisions of the Resolution of Formation and the Resolution Determining Necessity, the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin hereby finds, determines and resolves as follows:

1. **Issues Submitted.** Pursuant to Sections 53326, 53351 and 53325.7 of the Act, the issues of the levy of the special tax, the incurring of bonded indebtedness and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

2. **Qualified Electors.** This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by this Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their

authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearings.

3. **Conduct of Election.** This City Council hereby calls a special election to consider the measures described in section 1 above, which election shall be held on December 5, 2023, and the results thereof canvassed at the meeting of this City Council on December 5, 2023. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until 7:00 p.m. on the election date. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a certified map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This City Council hereby finds that paragraphs (a), (b), and (c) (1) of Section 4000 and Section 4108 are applicable to this special election, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of the election.

4. **Ballot.** As authorized by Section 53353.5 of the Act, the three propositions described in section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit "A" and by this reference incorporated herein and the form of ballot is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit "A," to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot.

5. **Waivers.** This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. **Accountability.** The City Council hereby finds that the proposed debt issuance constitutes a "local bond measure" within the meaning of Sections 53410, et seq. of the California Government Code. As a result, the bond measure shall include the propositions set forth above and the following: (a) the specific purpose of the bonds shall be as set forth in the propositions; (b) any proceeds received from the sale of any bonds

shall be applied only to the purposes set forth in the propositions; (c) the proceeds of any bonds shall be deposited into special accounts to be created therefor as part of the issuance of the bonds; and (d) the City shall cause a report to be prepared annually under Section 53411 of the Government Code.

7. **Effective Date.** This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

EXHIBIT A

**CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

**OFFICIAL BALLOT MEASURE
SPECIAL TAX ELECTION**

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Dublin shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$67,000,000, excluding bonds described in Section 53364.2(e) of the Act, with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) special taxes payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2023-24, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities and paying for certain services; and (iii) the initial annual appropriations limit of the CFD shall be established in the amount of \$67,000,000 be adopted?	YES: _____ NO: _____
--	--

RESOLUTION NO. XX-23**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING
RECORDING OF NOTICE OF SPECIAL TAX LIEN FOR
CITY OF DUBLIN COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

WHEREAS, the City Council (the “City Council”) of the City of Dublin (the “City”) has adopted a resolution entitled “Forming City of Dublin Community Facilities District No. 2023-1 (East Ranch)” (the “Resolution of Formation”), ordering the formation of the City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the “CFD”) authorizing the levy of special taxes on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”); and

WHEREAS, this City Council has also adopted a resolution entitled “Determining Necessity to Incur Bonded Indebtedness for City of Dublin Community Facilities District No. 2023-1 (East Ranch)” (the “Resolution of Necessity”), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$67,000,000, excluding bonds described in Section 53364.2(e) of the Act, upon the security of the special tax to be levied within the CFD for facilities and bonds pursuant to the Act; and

WHEREAS, under the provisions of the Resolution of Formation and the Resolution Necessity and pursuant to “Calling Special Election for City of Dublin Community Facilities District No. 2023-1 (East Ranch)” (the “Election Resolution”) heretofore adopted by this City Council the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness were submitted to the qualified electors of the CFD as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election (the “Canvass”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, this City Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin hereby finds, determines and resolves as follows:

1. **Recitals.** The foregoing recitals are all true and correct.

2. **Issues Presented.** The issues presented at the special election were the levy of special taxes within the CFD, the incurring of a bonded indebtedness in the maximum aggregate principal amount of \$67,000,000, excluding bonds described in Section 53364.2(e) of the Act, and the approval of an initial annual appropriations limit of not to exceed \$67,000,000, subject to increase in accordance with law, all pursuant to the Resolution of Formation and the Resolution of Necessity.

3. **Canvass and Issues Approved.** The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.

4. **Proceedings Approved.** Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes, to incur the approved bonded indebtedness and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the CFD were valid and in conformity with the Act.

5. **Notice of Tax Lien.** The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Alameda a notice of special tax lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption by the Council of this Resolution.

6. **Effective Date.** This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)**

I hereby certify that on December 5, 2023, I canvassed the returns of the election held on December 5, 2023, in the City of Dublin Community Facilities District No. 2023-1 (East Ranch) and the total number of ballots cast in said election and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

Qualified Landowner <u>Votes</u>	<u>Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Dublin Community Facilities District No. 2023-1 (East Ranch), Special Tax Election, December 5, 2023			

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Dublin shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$67,000,000, excluding bonds described in Section 53364.2(e) of the Act, with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) special taxes payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2023-24, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities and paying for certain services; and (iii) the initial annual appropriations limit of the CFD shall be established in the amount of \$67,000,000 **be adopted?**

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this ____ day of _____, 2023.

By: _____
City Clerk

ORDINANCE NO. XX – 23**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****LEVYING SPECIAL TAXES WITHIN CITY OF DUBLIN COMMUNITY
FACILITIES DISTRICT NO. 2023-1 (EAST RANCH)**

WHEREAS, on October 17, 2023, this City Council (the “City Council”) of the City of Dublin (the “City”), adopted a resolution stating its intention to establish its City of Dublin Community Facilities District No. 2023-1 (East Ranch) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, sections 53311, *et. seq.*, of the California Government Code (the “Act”), to finance public services and the acquisition and construction of certain facilities; and

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD, to provide for financing certain services and certain facilities and to incur bonded indebtedness for the CFD in an amount not to exceed \$67,000,000, excluding bonds described in Section 53364.2(e) of the Act; and

WHEREAS, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD, and the rate and method of apportionment of the special taxes to be levied within the CFD to finance a portion of the costs of the services and the facilities and (ii) the issuance of not to exceed \$67,000,000 of bonded indebtedness for the CFD, excluding bonds described in Section 53364.2(e) of the Act; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD, and the levy of said special taxes within the CFD were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held; and

WHEREAS, subsequent to the hearing, this City Council adopted resolutions entitled “Forming City of Dublin Community Facilities District No. 2023-1 (East Ranch)” (the “Resolution of Formation”), “Determining Necessity to Incur Bonded Indebtedness for City of Dublin Community Facilities District No. 2023-1 (East Ranch)” (the “Resolution of Necessity”) and “Calling Special Election for City of Dublin Community Facilities District No. 2023-1 (East Ranch),” which resolutions defined the public services (the “Services”) and public facilities to be financed by the CFD (the “Facilities”), established the CFD, authorized the levy of the special taxes with the CFD, determined the necessity to incur bonded indebtedness in the CFD and called an election within the CFD on the propositions of incurring indebtedness, levying a special tax, and establishing an appropriations limit within the CFD, respectively; and

WHEREAS, on December 5, 2023, a special election was held within the CFD at which the eligible landowner-electors approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, the City Council of the City of Dublin does ordain as follows:

SECTION 1. LEVY OF SPECIAL TAX

By the passage of this Ordinance, the City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act, at the rate and in accordance with the formula (the "Rate and Method") set forth in the Resolution of Formation, which Resolution of Formation is by this reference incorporated herein, as the same may be amended in accordance with the Act. The special taxes are hereby levied commencing in fiscal year 2023-24 and in each fiscal year thereafter until payment in full of the Services and any bonds issued by the City for the CFD (the "Bonds") or such longer period provided in the Rate and Method, as contemplated by the Resolution of Formation and the Resolution of Necessity, as the same may be amended in accordance with the Act, and all costs of administering the CFD.

SECTION 2. ANNUAL CALCULATION OF LEVY

The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided by the Rate and Method.

SECTION 3. EXEMPTIONS; MAXIMUM LEVY OF SPECIAL TAXES

Except as set forth in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Rate and Method.

SECTION 4. AUTHORIZED USES OF SPECIAL TAXES

All of the collections of the special taxes shall be used as provided for in the Act and the Rate and Method, including, but not limited to, the payment of principal and interest on the Bonds, the replenishment of the reserve fund for the Bonds, the payment of the costs of the Services and the Facilities, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

SECTION 5. COLLECTION OF SPECIAL TAXES

The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad

valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolution of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent payments of the special taxes. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Alameda in order to effect proper billing and collection of the special tax, so that the special taxes shall be included on the secured property tax roll of the County of Alameda for fiscal year 2023-24 and for each fiscal year thereafter until the payment in full of the Services and any Bonds or such longer period of time provided in the Rate and Method.

SECTION 6. SEVERABILITY

If for any reason any portion of this Ordinance is found to be invalid, or if the special taxes are found inapplicable to any particular parcel within the CFD by a court of competent jurisdiction, the balance of this Ordinance and the application of the special taxes to the remaining parcels within the CFD shall not be affected.

SECTION 7. POSTING OF ORDINANCE

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

SECTION 8. EFFECTIVE DATE

This Ordinance shall take effect 30 days from the date of final passage.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

East Ranch Community Facilities District Formation



Overview of Presentation

- Review of tonight's recommended actions
- Review of Prior City Council actions
- Overview of CFD No. 2023-1
- Discussion of CFD Public Hearing Process



Recommended Actions

- Receive the Community Facilities District Report
- Conduct a Public Hearing
 - Form East Ranch CFD No. 2023-I
 - Levying a Special Tax and Determining Necessity to Incur Bonded Indebtedness
- Following Public Hearing, if no majority protest, adopt
 - Resolution to Form CFD
 - Resolution Determining Necessity to Incur Bonded Indebtedness
 - Resolution Calling for Special Election
- Open the ballots and tabulate results, if 2/3rds approve
 - Adopt Resolution certifying results
 - Introduce and waive the first reading of the Special Tax Ordinance for CFD



Prior City Council Discussion/Actions

- **April 18, 2023**, discussed the proposed East Ranch Project and CFD
- **June 20, 2023**, provided guidance to staff to limit the Effective Tax Rate on residential units to 1.58% of the base sales price
- **September 19, 2023**, approved a Deposit and Reimbursement Agreement with developer
- **October 17, 2023**, approved the Resolutions of Intention and set the date and time of tonight's Public Hearing

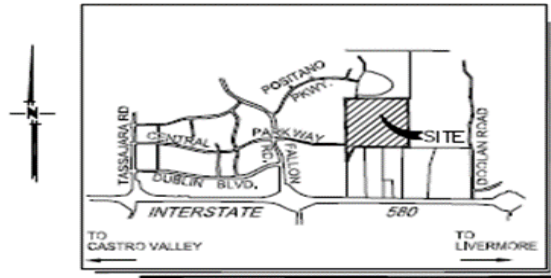


Overview of CFD No. 2023-1

- The East Ranch Project includes 165.5 acres and will include 576 residential units (including 18 Affordable Units that will be exempt from paying special taxes)
- The Project consist of six neighborhoods that will include the following:
 - 459 conventional single-family homes
 - 14 zero lot-line single-family duet homes
 - 100 Townhomes
 - Two neighborhood parks totaling 11.5 acres
 - Two-acre Public/Semi-Public site



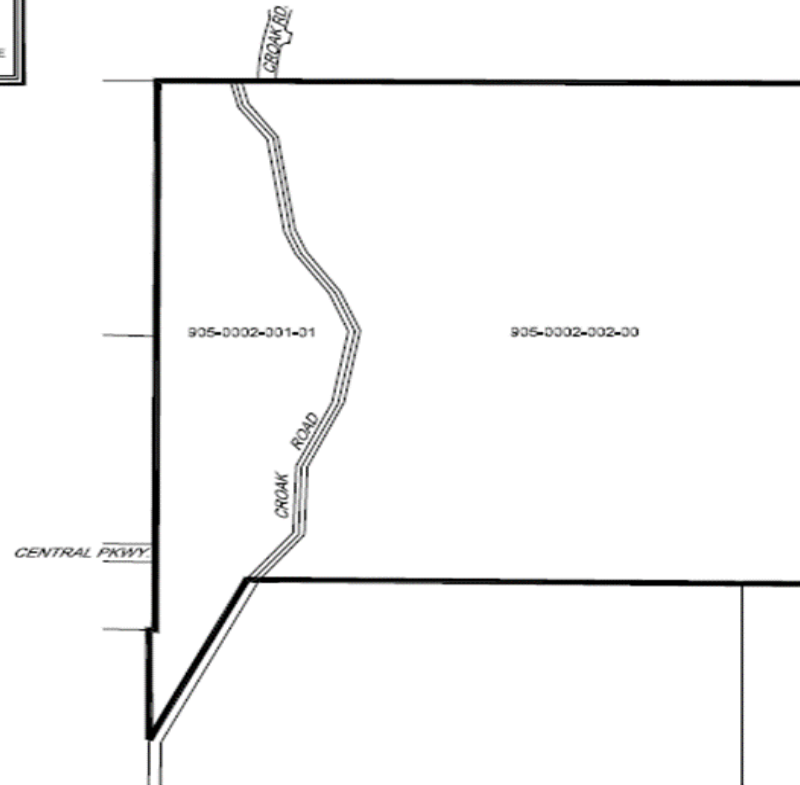
Map of CFD No. 2023-1



VICINITY MAP
N.T.S.



GRAPHIC SCALE
400 0 200 400 800
(IN FKFT)
1 inch = 400 ft.



PROPOSED BOUNDARIES OF
CITY OF DUBLIN
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(EAST RANCH)
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

NOTE:

1. REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR THE DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREON.

LEGEND

905-0002-001-01 ASSESSOR'S PARCEL NUMBER
ASSESSOR'S PARCEL LOT LINE
COMMUNITY FACILITIES DISTRICT NO. 2023-1 BOUNDARY



Discussion of Proposed CFD No. 2023-1

- The East Ranch Development originally proposed to have:
 - **Services CFD** that would fund the maintenance of public streets.
 - **Facilities CFD** that would help fund construction of certain public infrastructure and development impact fees associated with the project
- After further discussion it was determined best approach was to establish a single CFD, that would levy two separate special taxes, one to pay for services and one to pay for facilities, instead of creating two separate CFDs.



Discussion of Proposed CFD No. 2023-1

- The City and Trumark have agreed to cap the maximum effective tax rate for the East Ranch CFD at 1.58% of the average sales price for residential units in each tax zone.
- The East Ranch project is divided into six tax zones, based on the type and size of the homes being sold. The initial maximum tax rate is based on the average estimated selling price of homes in each zone.



Proposed Effective Tax Rates for CFD

	<u>Zone 1</u> 65 x 100 lots	<u>Zone 2</u> 55 x 95 lots	<u>Zone 3</u> 50 x 110 lots	<u>Zone 4</u> 49.5 x 80 lots	<u>Zone 5</u> Cluster lots	<u>Zone 6</u> Townhomes
Estimated Average Base Sales Price (1)	\$ 2,657,000.00	\$ 2,204,000.00	\$ 2,143,000.00	\$ 1,872,000.00	\$ 1,711,000.00	\$ 1,267,000.00
Ad Valorem (2)	\$ 33,547.28	\$ 27,827.70	\$ 27,057.52	\$ 23,635.87	\$ 21,603.09	\$ 15,997.14
Other Charges (3)	\$ 2,295.48	\$ 2,096.48	\$ 2,042.48	\$ 1,859.48	\$ 1,809.48	\$ 1,672.48
Proposed CFD No. 2023-1 Services Special Taxes (4)	\$ 381.00	\$ 381.00	\$ 381.00	\$ 381.00	\$ 381.00	\$ 381.00
Proposed CFD No. 2023-1 Special Taxes (4)	\$ 5,850.00	\$ 4,600.00	\$ 4,400.00	\$ 3,750.00	\$ 3,300.00	\$ 2,000.00
Total	\$ 42,073.76	\$ 34,905.18	\$ 33,881.00	\$ 29,626.35	\$ 27,093.57	\$ 20,050.62
Total Proposed CFD No. 2023-1 Taxes	\$ 6,231.00	\$ 4,981.00	\$ 4,781.00	\$ 4,131.00	\$ 3,681.00	\$ 2,381.00
Estimated Effective Tax Rate	1.58%	1.58%	1.58%	1.58%	1.58%	1.58%

(1) Prices per RCLCO report dated 10.04.23

(2) Estimated at 1.2626% per DPGF analysis dated 10.03.23

(3) Estimate per DPGF analysis dated 10.03.23

(4) Per Draft RMA from Goodwin Consulting Group



Facility Special Tax Prepayments

- Section H. of the Rate and Method of Apportionment (RMA) provides an option for homeowners to make a *full prepayment* of the Facility Special Tax.
- Section H. also provides for a partial prepayment in an amount equal to any percentage of the full prepayment.



Maximum Bond Authorization

- The Resolutions included in tonight's packet set the bonded indebtedness limit at an amount not to exceed \$67,000,000
- The maximum bond authorization is based on the maximum special tax revenues thru 2060, a conservative 3% interest rate, and a 25% cushion.
- The actual estimated bonding capacity, based on current interest rates, is approximately \$35 Million. The amount of bonds issued for the CFD will not be determined until the CFD Bonds are actually sold.
- The maximum special taxes are set by the RMA and are not impacted by the interest rate on the CFD Bonds or by the amount of bonds authorized. The interest rate on the CFD Bonds impact the amount of bond proceeds available to fund public infrastructure.



Staff Recommends City Council

- Receive the Community Facilities District Report
- Conduct a Public Hearing Regarding
 - Establishment of CFD No 2023-1 (East Ranch)
 - Deeming it necessary to incur indebtedness for CFD No. 2023-1 and levy special taxes
- Following Public Hearing, if no majority protest has been filed pertaining to the establishment of CFD No. 2023-1 or the levy of special taxes, initially adopt the following:
 - A **Resolution** Forming the City of Dublin Community Facilities District No. 2023-1 (East Ranch)
 - A **Resolution** Determining Necessity to Incur Bonded Indebtedness for City of Dublin Community Facilities District No. 2023-1 (East Ranch)
 - A **Resolution** Calling Special Election for City of Dublin Community Facilities District No. 2023-1 (East Ranch)



Staff Recommends City Council (Cont.)

- Following the adoption of the resolutions staff recommends:
 - The City Clerk announce the results of the election to be held within CFD No. 2023-I to reveal if the propositions have received the affirmative 2/3rds vote.
- If propositions have received the affirmative vote of two-thirds of the votes cast, Staff Recommends that the City Council take the following actions:
 - Adopt the **Resolution** Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien for City of Dublin Community Facilities District No. 2023-I (East Ranch)
 - Waive the first reading and **Introduce** the Ordinance Levying Special Taxes Within City of Dublin Community Facilities District No. 2023-I (East Ranch)



Next Steps

Following tonight's Public Hearing, the proposed schedule to complete the formation of the CFD is as follows:

- Record Notice of Special Tax Lien (within 15 days after tonight's meeting)
- Second Reading and Adoption of Ordinance levying Special Tax, scheduled for December 19, 2023
- Effective Date of Special Tax Ordinance (30 days after adoption, anticipated to be January 19, 2024)



Questions?





STAFF REPORT CITY COUNCIL

Agenda Item 6.2

DATE: December 5, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Vacation of Right-of-Way on Croak Road and Approving a Quitclaim Deed –
Public Hearing Continuation
Prepared by: Kan Xu, Principal Engineer

EXECUTIVE SUMMARY:

The City Council is being asked to continue the Public Hearing for the Vacation of Right-of-Way on Croak Road and Approving a Quitclaim Deed to the December 19, 2023 City Council meeting.

STAFF RECOMMENDATION:

Continue the Public Hearing for the Vacation of Right-of-Way on Croak Road and Approving a Quitclaim Deed to the December 19, 2023, City Council meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council is being asked to continue the Public Hearing for the Vacation of Right-of-Way on Croak Road and Approving a Quitclaim Deed to the December 19, 2023 City Council meeting to coincide with actions relating to the Final Map approval.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.