COUNCILMEMBERS
Melissa Hernandez, Mayor
Jean Josey, Vice Mayor
Shawn Kumagai, Councilmember
Dr. Sherry Hu, Councilmember
Michael McCorriston, Councilmember

CELEBRATING 40 YEARS 1982 – 2022
DUBLIN CALIFORNIA

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, February 15, 2022

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

CLOSED SESSION 5:30 PM
REGULAR MEETING 7:00 PM

This meeting will be held in person for the public, and all members of the City Council will be participating in person from the City Council Chamber at Civic Center, 100 Civic Plaza, Dublin, California. Pursuant to Alameda County Health Officer Order No. 21-03, members of the public attending the meeting must wear a face covering over the nose and mouth at all times while indoors, even while speaking at the podium.

Additional Meeting Procedures Available During the COVID-19 Pandemic

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

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

• Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, February 15, 2022. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agenda items is closed.

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

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

CLOSED SESSION 5:30 PM

I. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

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

II. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case.

Facts and circumstances: Letter from Kevin Shenkman to City Clerk, dated December 29, 2021

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. ORAL COMMUNICATIONS

3.1 Employee Introductions

New City of Dublin Staff members, Sarah Monnastes, Human Resources Director and Oliver Castillo, Assistant Civil Engineer with Public Works, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

Staff Report

3.2 St. Patrick's Day Celebration Preview

The City Council will receive a presentation that previews the annual St. Patrick's Day Celebration which will be held the weekend of March 11-13, 2022, including protocols related to the COVID-19 pandemic.

STAFF RECOMMENDATION:

Receive the presentation.

Staff Report

Item 3.2 - PowerPoint Presentation

3.3 Public Comment

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

4. CONSENT CALENDAR

Consent Calendar items are typically non-controversial in nature and are considered for approval by the City Council with one single action. Members of the audience, Staff or the City Council who

would like an item removed from the Consent Calendar for purposes of public input may request the Mayor to remove the item.

4.1 Approval of the February 1, 2022 Regular City Council Meeting Minutes and February 5, 2022 Special City Council Meeting Minutes

The City Council will consider approval of the minutes of the February 1, 2022 Regular City Council Meeting and February 5, 2022 Special City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the February 1, 2022 Regular City Council Meeting and February 5, 2022 Special City Council Meeting.

Staff Report

Attachment 1 - February 1, 2022 Regular City Council Meeting Minutes

Attachment 2 - February 5, 2022 Special City Council Meeting Minutes

4.2 Heritage Park Public Art Selection

The City Council will consider the artwork selections and locations for the Heritage Park Public Art Project as recommended by the Heritage and Cultural Arts Commission and the Parks and Community Services Commission and adopt resolutions approving Public Art Agreements with Romo Studios and Brian Keith for Public Art Projects at Heritage Park.

STAFF RECOMMENDATION:

Approve the artwork selections and locations, adopt the **Resolution** Approving a Public Art Agreement with Romo Studios for a Public Art Project at Heritage Park, adopt the **Resolution** Approving a Public Art Agreement with Brian Keith for a Public Art Project at Heritage Park, and approve the budget change.

Staff Report

Attachment 1 - Resolution Approving a Public Art Agreement with Romo Studios for a Public Art Project at Heritage Park

Attachment 2 - Exhibit A to the Resolution - Public Art Agreement with Romo Studios

Attachment 3 - Resolution Approving a Public Art Agreement with Brian Keith for a Public Art Project at Heritage Park

Attachment 4 - Exhibit A to the Resolution - Public Art Agreement with Brian Keith

Attachment 5 - Budget Adjustment

Attachment 6 - 2020-2025 CIP - Current and Post Adjustment Budget

4.3 City Treasurer's Informational Report of Investments for the Quarter Ending December 31, 2021

The City Council will receive an informational report of the City's investments through the quarter ending December 31, 2021 including a monthly transaction ledger. The City's investment portfolio for this period totaled $382,522,878 (market value) with an average market yield of 0.60%. As required by the Policy, the City Treasurer (Administrative Services Director) affirms that the City is able to meet its expenditure requirements for the next six months.

STAFF RECOMMENDATION:

Receive the City Treasurer's Informational Report of Investments for the Quarter Ending December 31, 2021.

Staff Report

Attachment 1 - City of Dublin Investment Report for Period Ending December 31, 2021

Attachment 2 - Transaction Ledger - October through December 2021

4.4 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from January 1, 2022 - January 31, 2022 totaling $13,690,767.41.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Payment Issuance Report for January 2022

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING

6.1 Fallon East General Plan and Eastern Dublin Specific Plan Amendment (PLPA-2021-00009)

The City Council will consider approval of a General Plan and Eastern Dublin Specific Plan Amendment for approximately 73 acres east of Fallon Road on the GH PacVest and Alameda properties. The amendment would change the existing General Plan and Eastern Dublin Specific Plan land use designation from General Commercial to General Commercial/Campus Office. Additionally, the City Council will consider an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate and adopt the **Resolution** Approving an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports and Approving the General Plan and Eastern Dublin Specific Plan Amendment for 72.1 Acres of the GH PacVest Property and the 1.25-Acre Alameda Property.

Staff Report

Attachment 1 - Resolution Approving an Addendum to the East Dublin Specific Plan Environmental Impact Reports and Approving the General Plan and Eastern Dublin Specific Plan Amendment

Attachment 2 - Exhibit A to the Resolution - CEQA Addendum

Attachment 3 - Planning Commission Resolution No. 21-12

Item 6.1 - PowerPoint Presentation

6.2 Citywide Multi- Family Objective Design Standards, Zoning Ordinance Amendments, and Master Fee Schedule Amendments (PLPA-2022-00002)

The City Council will consider approval of the Citywide Multi-Family (MF) Objective Design Standards (ODS) and companion amendments to Title 8 (Zoning) of the Dublin Municipal Code. State law requires local jurisdictions to provide a streamlined ministerial approval process for eligible multi-family residential developments, subject to objective zoning and design review standards. The proposed MF ODS and Zoning Ordinance Amendments would ensure that objective zoning and design review standards are in place. The City Council will also consider adopting amendments to the Master Fee Schedule to establish a fee for Zoning Clearances for Housing Projects Eligible for Streamlined Approval.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, waive the reading and INTRODUCE the **Ordinance** approving the Citywide Multi-Family Objective Design Standards and amendments to Dublin Municipal Code Chapter 8.36 (Development Regulations), Chapter 8.104 (Site

Development Review), and Chapter 8.116 (Zoning Clearance), and adopt the **Resolution** amending the Master Fee Schedule by establishing one new application fee, based on time and materials, for Zoning Clearances for Housing Projects Eligible for Streamlined Approval.

Staff Report
Attachment 1 - Ordinance Approving the Citywide Multi-Family Objective Design Standards and Related Zoning Ordinance Amendments
Attachment 2 - Exhibit A to Attachment 1 - Citywide Multi-Family Objective Design Standards
Attachment 3 - Redlines of Proposed Zoning Ordinance Amendments
Attachment 4 - Resolution Amending the Master Fee Schedule by Establishing an Application Fee, Based on Time and Materials, for Zoning Clearances for Housing Projects Eligible for Streamlined Approval Effective Citywide
Attachment 5 - Planning Commission Resolution No. 22-01 (without exhibits)
Item 6.2 - PowerPoint Presentation

7. UNFINISHED BUSINESS

7.1 SCS Property Community Outreach

On March 2, 2021, the City Council approved a City-led Community Outreach process for the SCS Property to create a foundation for future discussions about appropriate land uses for the property. Staff and the consultant team lead by ELS Architecture & Urban Design and Urban Field Studio in concert with the community, Planning Commission and City Council have worked to develop a Preferred Plan for the SCS Property. The City Council will receive a presentation and consider approving the Preferred Plan.

STAFF RECOMMENDATION:

Receive presentation and adopt the **Resolution** Approving the Preferred Plan for the SCS Property.

Staff Report
Attachment 1 - Resolution Approving the Preferred Plan for the SCS Property
Attachment 2 - Exhibit A to the Resolution - Preferred Plan
Attachment 3 - Planning Commission Resolution No. 22-02
Attachment 4 - Public Comment
Item 7.1 - PowerPoint Presentation
Item 7.1 - SB 343

7.2 Authorize a Budget Shift to Fiscal Year 2021-22 for the Iron Horse Nature Park and Open Space Project

The City Council will consider shifting funds to Fiscal Year 2021-22 for the Iron Horse Nature Park and Open Space project (CIP No. PK0422) to allow for design work to begin in the current fiscal year on the first phase of the project to meet a State Grant deadline for a completed project by December 31, 2023.

STAFF RECOMMENDATION:

Approve a budget change authorizing the shifting of funds to Fiscal Year 2021-22.

Staff Report - Iron Horse Nature Park and Open Space Project
Attachment 1 - CIP No. PK0422 as Approved in 2020-2025 CIP
Attachment 2 - CIP No. PK0422 with Funding Shift
Attachment 3 - Budget Change
Attachment 4 - Approved Iron Horse Nature Park and Open Space Master Plan Excerpts

Item 7.2 - PowerPoint Presentation

8. NEW BUSINESS

8.1 Transition to District-Based Councilmember Elections

Earlier this year, the City received a notification threatening litigation under the California Voting Rights Act if the City did not convert from at-large elections for electing members of the City Council to district-based elections. The City Council will consider adopting a resolution of intent to transition from at-large elections to a district-based councilmember election system.

STAFF RECOMMENDATION:

Adopt the **Resolution** Declaring Its Intention to Transition From an At-Large Election System to a District-Based Election System.

Staff Report
Attachment 1 - Resolution Declaring Its Intention to Transition From an At-Large Election System to a District-Based Election System
Attachment 2 - Demand Letter from Shenkman and Hughes
Item 8.1 - PowerPoint Presentation

8.2 Discussion Regarding City Council Salaries

The City Council will discuss options regarding adjustments to Councilmember salaries.

STAFF RECOMMENDATION:

Discuss and provide direction to Staff regarding adjustments to City Council salaries.

Staff Report
Attachment 1 - Ordinance No. 10-20 Amending Dublin Municipal Code Section 2.08
Attachment 2 - Dublin Municipal Code Section 2.08.020

9. OTHER BUSINESS

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

10. ADJOURNMENT

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

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), 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.

Mission

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

Agenda Item 3.1

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Employee Introductions
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

New City of Dublin Staff members, Sarah Monnastes, Human Resources Director and Oliver Castillo, Assistant Civil Engineer with Public Works, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff members, Sarah Monnastes, Human Resources Director and Oliver Castillo, Assistant Civil Engineer with Public Works, will be introduced to the City Council.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 3.2

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: St. Patrick's Day Celebration Preview
Prepared by: Lauren Marriott, Recreation Coordinator

EXECUTIVE SUMMARY:

The City Council will receive a presentation that previews the annual St. Patrick's Day Celebration which will be held the weekend of March 11-13, 2022, including protocols related to the COVID-19 pandemic.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

The budget for the St. Patrick's Day Celebration is included as part of the City's annual operating budget.

DESCRIPTION:

The City of Dublin's 38th annual St. Patrick's Day Celebration will be held the weekend of March 11-13, 2022. The Celebration weekend includes the Shamrock Gala, the Lions Club Parade, the Pancake Breakfast, Festival and Fun Run.

St. Patrick's Day Festival
The signature event is the St. Patrick's Day Festival, which runs March 12 and 13 from 10:00 a.m. to 5:00 p.m. at the Dublin Civic Center. While the event is returning and will provide an experience that the community is accustomed to, the ongoing impacts related to the COVID-19 pandemic will result in certain changes to the event as outlined below.

The Festival will have a strong focus on Irish music, dance, food, and drink, and will feature three outdoor stages. The Dance Stage will be devoted to Irish dancers performing Irish Step Dance. The

Pub Stage will offer a mix of Irish music including Celtic rock, Irish pub, and traditional Irish folk music as well as a roaming bagpiper and leprechaun. The Main Stage headliner bands include the popular Celtic rock band, Tempest, The U2 experience band Zoo Station, the high energy Irish Band Fast & Vengefully, CaliCeltic, and Piano Madness, a dueling piano act.

The Festival will also feature an authentic Irish Tea Cottage. This year, the event will be moved outside into the Civic Center courtyard allowing for an open-air experience. Guests will be served tea cookies, scones, and shortbread along with freshly brewed Irish tea. Celtic Food Court vendors will sell traditional Irish fish and chips, bangers and mash, and boxty (Irish potato pancakes) along with the Irish American favorite, corned beef and cabbage. Guests can also find Irish-inspired food items such as Guinness marinated tri-tip, corned beef sliders, and banger corn dogs. The Dublin Rotary Club will again manage beverage operations, with two bars serving Guinness, Harp, and Smithwick's beers on tap, in addition to wine.

Vendors in the Irish Marketplace will sell Irish tartan kilts, scarves, wraps and capes, Celtic jewelry, artwork, metalwork, pottery, Irish shortbread, scones, and cakes. More than 100 other arts and crafts vendors will also be on hand. Carnival rides will be set up in a portion of the Dublin Sports Grounds parking lot. New this year will be a Petting Zoo featuring an array of miniature animals such as mini-horses, goats, sheep, silkie chickens, rabbits, ducks, and pony rides.

In collaboration with the Dublin Arts Collective, an art project that combines the Celebration of the City's 40th Anniversary and St. Patrick's Day will be included. Additionally, the City recently contracted with two artists to commission works of art using wood recovered from a fallen oak tree. These pieces of art will be unveiled and on display for the duration of the Celebration.

To mitigate traffic and parking issues throughout the weekend, Staff has arranged offsite parking for sponsors, volunteers, vendors, and the public at Carl Zeiss Meditec, Inc., 5300 Central Parkway, with a free shuttle bus operating 7:00 a.m. to 6:00 p.m. both days. Staff is reaching out to local corporations, particularly those west of Civic Center, to request use of their parking lots. The City provides participating business owners with insurance and arranges to have their lots swept clean after the event. Additionally, all neighboring businesses will be provided event information sheets related to impacts on traffic and parking.

Furthermore, the City is once again partnering with BART and LAVTA to offer free bus rides from both BART stations via the Wheels Rapid 30R bus and discount rides within Dublin via Lyft, Uber, and DeSoto Cab. Cycling to the Festival is also encouraged, and the City will provide free secure bike parking at two bike valet stations.

Overall, while the 2022 St. Patrick's Day Festival will return and provide for an experience that the community is accustomed to, noticeable changes will be in place to ensure the safety of all those in attendance. Following a meeting with the California Department of Public Health (CDPH), in which the City presented details on the Festival, the following safety measures were identified:

- Provide mass marketing, outreach, and messaging related to vaccines, negative testing, masking, and inherent health risks.

- Adjust the Festival footprint to allow for additional spacing in highly congested areas including the carnival.
- Collaborate with service providers including CA Notify to offer testing services 48-72 hours ahead of the event and additional onsite services.
- Offer the Tea Cottage completely outdoors.
- Provide masks and sanitization products on site, as well as increased sanitizing of high touch areas.
- Coordinate with vendors to encourage mask wearing of those frequently interacting with the public.

The City will continue to monitor guidance from the CDPH related to the COVID-19 pandemic and outdoor events and make adjustments as necessary.

Impacts to the Civic Center and Library parking lots will begin Wednesday, March 9, 2022, while setup is taking place.

Shamrock Gala – New Event

In addition to the Festival, the weekend kicks off on Friday evening with a new event called the Shamrock Gala, hosted by the Dublin Historical Society. The event will be ticketed and hosted at The Wave. Tickets are $50 and will be available at the Society's website.

Pancake Breakfast

On Saturday morning Fire Station #16 and International Association of Fire Fighters Local 55 will host the annual Firefighters Pancake Breakfast starting at 7:00 a.m. The breakfast will feature green pancakes, sausage, eggs, juice, and coffee.

Lions Club Parade

Also on Saturday, The Dublin Lions Club will host the 38th annual St. Patrick's Day Parade starting at 9:30 a.m. The parade begins at Dublin Boulevard and Amador Plaza Road, traveling east on Dublin Boulevard, north on Village Parkway, and west on Amador Valley Boulevard to end near the Dublin Senior Center. The parade is expected to feature more than 80 entries, including local marching bands, floats, equestrian groups, bagpipers, and community groups.

Fun Run

Sunday morning, the City will sponsor the Shamrock 5K Fun Run and Walk, with the race ending at the Festival Main Stage. Runners will enjoy live music, refreshments and other giveaways in the post-race area, and many Festival vendors will open early to welcome runners at the finish line. The Shamrock 5K is expected to attract more than 1,500 participants.

Sponsorship and vendor recruitment are underway for this year's events. Sponsors for the Festival and Fun Run include UDR at Dublin Station, Dick's Sporting Goods, All Natural Stone, and many more.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

DUBLIN
CALIFORNIA

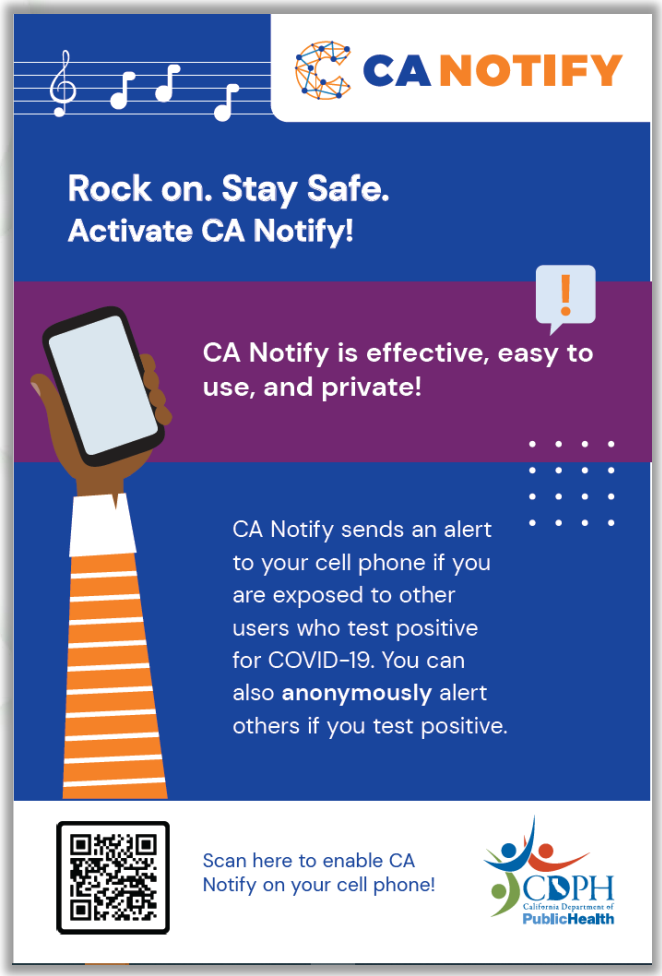
Preview of the 2022 St. Patrick's Day Celebration

City Council Meeting – February 15, 2022

COVID Safety & Precautions

#HealthierTogether

Vaccinate ALL 58



Shamrock Gala

Friday, March 11 – 6:00 p.m.





Firefighter's Pancake Breakfast

Saturday, March 12 - 7:00 a.m.





37th Annual Lion's Club Parade

Saturday, March 12 – 9:30 a.m.





23rd Annual Shamrock 5K Fun Run & Walk

Sunday, March 13 – 8:30 a.m.





38th Annual St. Patrick's Day Festival

Saturday, March 12 & Sunday, March 13
10:00 a.m. – 5:00 p.m.







Pub & Main Stage





Tea Cottage & Irish Dance Stage





Carnival & Petting Zoo







Vendors & Food Court





Sponsors









Baylight Baptist Church • East Bay Community Energy • Empower Martial Arts

Half Price Books • Joya Yoga • Sutter Health Palo Alto • Welk Resorts • Xfinity

See You There!







Agenda Item 4.1

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the February 1, 2022 Regular City Council Meeting Minutes and February 5, 2022 Special City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the February 1, 2022 Regular City Council Meeting and February 5, 2022 Special City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the February 1, 2022 Regular City Council Meeting and February 5, 2022 Special City Council Meeting Minutes.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the February 1, 2022 Regular City Council Meeting and February 5, 2022 Special City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) February 1, 2022 Regular City Council Meeting Minutes
2) February 5, 2022 Special City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: February 1, 2022

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

CLOSED SESSION 6:01 PM

I. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case.

II. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case.
Facts and circumstances: Letter from Kevin Shenkman to City Clerk, dated December 29, 2021

REGULAR MEETING

A regular meeting of the Dublin City Council was held on **Tuesday, February 1, 2022**, in the City Council Chamber. The meeting was called to order at 7:09 PM., by Mayor Hernandez.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2) REPORT ON CLOSED SESSION

Mayor Hernandez reported there was no reportable action.

3) ORAL COMMUNICATIONS

3.1) Recognition of Dublin's 40th Anniversary

The City Council recognized the City's anniversary and City of Dublin Poet Laureate, James Morehead, performed an original poem.

3.2) Employee Introduction

The City Council welcomed new City of Dublin Staff member, Taryn Gavagan Bozzo, Special Projects Manager with the City Manager's Office.

3.3) Public Comment

Clay provided public comment.

Alex Cho provided public comment.

Matthew Aini provided public comment.

4) CONSENT CALENDAR

The City Council pulled item 4.4 for public comment.

4.1) Approved the January 11, 2022, Regular City Council Meeting Minutes.

4.2) Approved the following proclamations for the month of February in the City of Dublin: American Heart Month, Black History Month, and National Teen Dating Violence Awareness and Prevention Month.

4.3) Adopted Resolution No. 06-22 titled, "Declaring Weeds and Combustible Refuse a Public Nuisance and Ordering the Abatement Thereof."; directed Staff to notify the public of the adoption of this Resolution; and to schedule a public hearing for the April 5, 2022 City Council meeting at which time the City Council will hear and consider objections to this abatement order.

4.5) Adopted Resolution No. 08-22 titled, "Approving Commercial Façade Improvement Grant Program Agreements Between the City of Dublin, Dublin Plaza, and Dublin Cyclery; and the City of Dublin, Dublin Plaza, and Hair Emporium."

4.6) Adopted Resolution No. 09-22 titled, "Granting Consent to the City of Pleasanton to Renew the Tri-Valley Tourism Marketing District."

4.7) Adopted Resolution No. 10-22 titled, "In Support of Bay Adapt: Regional Strategy for a Rising Bay."

4.8) Adopted Resolution No. 11-22 titled, "Approving the Maintenance Agreement for Downtown Gateway Sign at 7944 Dublin Boulevard Between the City of Dublin and VP-RPG Dublin, LLC."

On motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote the City Council adopted the remaining Consent Calendar items.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Jean Josey, Vice Mayor
SECOND:	Shawn Kumagai, Councilmember
AYES:	Hernandez, Kumagai, Josey, McCorriston, Hu

4.4) Approval of 2022 City of Dublin Legislative Platform

Tom Evans provided public comment.

On motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote the City Council adopted Resolution No. 07-22 titled, "Approving the 2022 City of Dublin Legislative Platform."

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Jean Josey, Vice Mayor
SECOND:	Shawn Kumagai, Councilmember
AYES:	Hernandez, Kumagai, Josey, McCorriston, Hu

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS

7.1 Community Task Force on Equity, Diversity, and Inclusion Recommendation Review and Implementation Plan

The City Council received a presentation on the Implementation Plan for the Community Task Force on Equity, Diversity, and Inclusion's recommendations.

The City Council provided direction on the following recommendations:

- Recommendation BC-7, the City Council directed Staff to not limit the term limit for Commissions and Committees to four years.
- Recommendation IP-5, the City Council shared ideas for promoting local restaurants and small businesses that are owned and operated by under-represented groups and referred this item to the Economic Development Committee.
- Recommendation CO-1, the City Council supported having a Community Liaison within the City Manager's Office and shared suggestions for reaching out to community leaders and local organizations.
- Recommendation O-5, the City Council suggested that Staff check in a year from now with the Community Task Force members to review progress on the implementation plan and provide any feedback.

On motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote the City Council approved the Implementation Plan for the Community Task Force on Equity, Diversity, and Inclusion's recommendations.

RESULT:	**APPROVED [UNANIMOUS]**
MOVED BY:	Jean Josey, Vice Mayor
SECOND:	Shawn Kumagai, Councilmember
AYES:	Hernandez, Kumagai, Josey, McCorriston, Hu

8) NEW BUSINESS – None.

9) OTHER BUSINESS – None.

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 requested a moment of silence in memory of former City Councilmember Linda Jeffery Sailors and adjourned the meeting at 8:50 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF THE CITY OF DUBLIN CITY COUNCIL

Special Meeting: February 5, 2022

A Special Meeting of the Dublin City Council was held on **Saturday, February 5, 2022**, at the Regional Meeting Room. The meeting was called to order at 9:02 a.m., by Mayor Hernandez.

1. Call to Order and Pledge of Allegiance

Attendees Present	Title
Melissa Hernandez	Mayor
Jean Josey	Vice Mayor
Shawn Kumagai	Councilmember
Michael McCorriston	Councilmember
Dr. Sherry Hu	Councilmember

2. Public Comment - None.

3. Welcome and Review of Strategic Plan Strategies and Objectives from 2020-2022

The City Council reviewed and celebrated accomplishments from 2020-2022.

4. Discussion of Operating and Capital Budgets

The City Council discussed the City's Fiscal Years 2022-23 and 2023-24 preliminary budget and reviewed and prioritized projects in the Five-Year Capital Improvement Program for 2022-2027.

5. Discuss Strategic Plan Strategies and Objectives for 2022-2024

The City Council discussed and updated the City's Strategic Plan Strategies and Objectives for 2022-2024.

6. Adjournment

The meeting was adjourned by Mayor Hernandez at 1:58 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

Agenda Item 4.2

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Heritage Park Public Art Selection
Prepared by: Shaun Chilkotowsky, Heritage and Cultural Arts Manager

EXECUTIVE SUMMARY:

The City Council will consider the artwork selections and locations for the Heritage Park Public Art Project as recommended by the Heritage and Cultural Arts Commission and the Parks and Community Services Commission and adopt resolutions approving Public Art Agreements with Romo Studios and Brian Keith for Public Art Projects at Heritage Park.

STAFF RECOMMENDATION:

Approve the artwork selections and locations, adopt the **Resolution** Approving a Public Art Agreement with Romo Studios for a Public Art Project at Heritage Park, adopt the **Resolution** Approving a Public Art Agreement with Brian Keith for a Public Art Project at Heritage Park, and approve the budget change.

FINANCIAL IMPACT:

This project is included in the Fiscal Year 2020-2025 Capital Improvement Program (CIP No. PK0222) and is funded by the Public Art Fund. There is no impact to the General Fund.

The Public Art Agreement between the City of Dublin and Romo Studios for Artistic Park Features has a compensation not to exceed $100,000. The Public Art Agreement between the City of Dublin and Brian Keith for a monumental sculpture has a compensation not to exceed $350,000.

The initial estimated artist stipend for the monumental sculpture was $275,000. Upon deliberation and recommendation by the Heritage and Cultural Arts Commission and Parks and Community Services Commission, the artist scope of work was recommended for expansion, resulting in a cost increase of $75,000, to $350,000 total.

Additionally, this project is currently ahead of schedule with funding for artist stipends budgeted in Fiscal Year 2022-23. Should the City Council approve the project to move forward, a budget

adjustment is necessary to shift funding for the artist stipends to the current year. A budget increase of $75,000 is also necessary due to the expanded scope of work for the monumental sculpture. Sufficient funding is available in the Public Art Fund to cover the increase.

DESCRIPTION:

Background

On June 1, 2021, the City Council approved the 2020-2025 Five-Year Capital Improvement Program Update which included public art to be installed at Heritage Park. Specifically, this project provides for artistic park features as well as a monumental sculpture and falls within the goals and guidelines of the City's Public Art Master Plan which emphasizes highly visible artwork along major throughfares and incorporation of art into the built environment.

On June 21, 2021, Staff issued a Request for Qualifications (RFQ), seeking qualified artists. Interested artists submitted a portfolio and resume to be considered for invitation to develop a site-specific design proposal for either artistic park features or a monumental sculpture for Heritage Park. The City received 25 responses from qualified artists by the deadline of July 23, 2021.

In August 2021, ad-hoc art selection committees met to review portfolios and resumes. The committees selected 10 artists, five each for artistic park features and monumental sculpture, and invited them to develop site-specific design proposals. The committees reconvened in October 2021 to review the site-specific design proposals. After deliberation, five proposals were selected to be recommended to the Heritage and Cultural Arts Commission (HCAC).

Artistic Park Features

At its regular meeting on December 9, 2021, the HCAC recommended the artistic park features proposal by Adan Romo, with a minor modification, to the City Council for approval. The minor modification was to revise the farming scene to be reflective of farming from the 1930's to 1940's. Adan Romo has revised the proposal to incorporate this feedback. The Parks and Community Services Commission (PCSC) reviewed the proposal from Adan Romo at its regular meeting on December 20, 2021 and was in support of the HCAC recommendation.

Adan Romo's design is a series of small bronze sculptures that are snapshots of what life may have been like in and around the historic facilities that are on site today. These small-scale scenes that depict a moment in life will be placed at locations around Heritage Park and are designed to engage visitors in a way that provokes thought and reflection. The full proposal with location details is included as Attachment 2.

Monumental Sculpture

At its regular meeting on December 9, 2021, the HCAC recommended the monumental sculpture proposal by Brian Keith, with modification, to the City Council for approval. The modification includes the addition of a fourth bronze figure that depicts a Native American figure weaving a basket. The artist revised the proposal to incorporate this feedback, which result in an increase of

$75,000 to the compensation. The PCSC reviewed the proposal at its regular meeting on December 20, 2021 and was in support of the HCAC recommendation.

Brian Keith's design is a sculpture featuring four cast bronze figures, at 115% life size, atop a rock formation. The sculpture is intended to capture the steadfastness, perseverance, inspiration, and historical influence of the pioneering families and Native Americans who lived in what is now known as present-day Dublin. The rock formation will include functional seating elements for visitors to enjoy.

The sculpture will be located at the corner of Dublin Boulevard and Donlon Way. This site does require the removal of a non-Heritage tree that is in the proposed location. In consultation with Public Works, replacement trees of the appropriate species, will be planted at other locations within Heritage Park. Should the City Council desire to preserve the existing tree and landscape of that intersection, alternative locations may be considered. A full copy of the detailed proposal is included in Attachment 4.

As is Dublin's practice, the proposals were reviewed by the City's contract art conservator and City Staff. The artworks are expected to be successful upon installation, of the utmost permanence, and able to be maintained utilizing traditional art conservation methods.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of the Staff Report was provided to the artists.

ATTACHMENTS:

1) Resolution Approving a Public Art Agreement with Romo Studios for a Public Art Project at Heritage Park
2) Exhibit A to the Resolution – Public Art Agreement with Romo Studios
3) Resolution Approving a Public Art Agreement with Brian Keith for a Public Art Project at Heritage Park
4) Exhibit A to the Resolution – Public Art Agreement with Brian Keith
5) Budget Change
6) PK0222 2020-2025 CIP - Current and Post Adjustment Budget

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A PUBLIC ART AGREEMENT WITH ROMO STUDIOS FOR A PUBLIC ART PROJECT AT HERITAGE PARK

WHEREAS, the 2020-2025 Capital Improvement Program Update includes a project to design, fabricate, and install permanent Public Art, Artistic Park Features, at Heritage Park; and

WHEREAS, an open call was solicited according to the Public Art Master Plan process, with five of the seven responding artists selected to submit site specific design proposals; and

WHEREAS, the proposal by artist Adan Romo, or Romo Studios, was recommended by the Ad-Hoc Selection Committee, Heritage and Cultural Arts Commission, and Parks and Community Services Commission; and

WHEREAS, Adan Romo has demonstrated ability to perform said services and a third party art conservator reviewed the design proposal; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the execution of a Public Art Agreement with Romo Studios for the design, fabrication, and installation of a Public Art project at Heritage Park.

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

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

PUBLIC ART AGREEMENT BETWEEN THE CITY OF DUBLIN AND ROMO STUDIOS

THIS AGREEMENT is made by and between the City of Dublin ("City") and Romo Studios ("Artist") as of February 15, 2022, for the purposes and on the terms and conditions set forth below.

RECITALS

WHEREAS, the City requires the services of Artist to perform artistic services described in the Agreement for a public art project as described under Section 8.58 of the Dublin Municipal Code; and

WHEREAS, the City is authorized by Section 2.36.050 of the Dublin Municipal Code to contract for the specialized services of the artist contemplated by this Agreement; and

WHEREAS, Artist is qualified and desires to perform the artistic services required by the City as set forth in this Agreement; and

WHEREAS, the City Council, on February 15, 2022, authorized the City Manager to execute an agreement between City and Artist for the preparation of a final design, fabrication and installation for a public art sculpture at Heritage Park.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

AGREEMENT

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on the date of completion specified in Exhibit B, and Artist shall complete the Work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 17. The time provided to Artist to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 17.

1.2 **Standard of Performance.** Artist 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 Artist is engaged in the geographical area in which Artist practices its profession. Artist shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Artist's profession.

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

1.4 **Time.** Artist 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 Section 1.1 above and to satisfy Artist's obligations hereunder.

Section 2. **SCOPE OF WORK:** Artist shall provide a final design, fabrication and installation of the public art project for Heritage Park as more specifically described in Exhibits A and B of this Agreement.

2.1 The City shall be responsible for providing the Artist, without cost, copies of designs, drawings, reports, and other relevant data needed by the Artist to design and execute the Project.

2.2 The Artist shall, whenever required during the term of this Agreement, present to the City in writing, drawing, or other appropriate media for further review and approval any significant changes in the scope, design, color, size, material, utility, support requirements, texture, or location of the site or the Work. A significant change is any change that could affect the future installation, scheduling, site preparation, or maintenance of the Work, or the concept of the Work as represented in the original concept design included in Exhibit A.

2.3 The City may, at any time, request the Artist in writing to (a) revise portions of the services that he/she has previously completed in a satisfactory manner; (b) delete portions of the Scope of the Work that the Artist has not yet performed; (c) perform additional work beyond the Scope of Work to be provided in Exhibit B; and, (d) make other changes within the General Scope of the Work to be performed under this Agreement. In the event of such a written request, the Artist may, but shall not be obligated to agree to any such request.

2.4 In the event the request for change is agreed to by the Artist, this Agreement shall be amended, in writing, specifying the agreed changes, including, but not limited to, a description of services, additional budget, payment schedule, and timetable. In the event that the Artist does not agree to the request, the City shall be entitled to terminate the Agreement for cause pursuant to Article 17 herein.

2.5 No services for which additional compensation will be charged shall be provided by the Artist without the prior written authorization by the City.

Section 3. **COMPENSATION.** City hereby agrees to pay Artist a sum not to exceed $100,000 as specified in Exhibit C, notwithstanding any contrary indications that may be contained in Artist's proposal, for services to be performed under this Agreement; or subject to additional amounts for any revisions requested and change order approved by the City as provided for in Section 2.3 above or elsewhere in this Agreement. In the event of a conflict between this Agreement and Artist's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Artist for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified in Exhibit C shall be the only payments from City to Artist for services rendered pursuant to this Agreement. Artist shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Artist shall not bill City for duplicate services performed by more than one person.

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

3.1 **Invoices.** Artist shall submit invoices as specified in Exhibit B and C, 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. Invoices shall contain the following information:

- Serial identifications of each billable phase; i.e., Bill No. 1 Phase I 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, the Artist's signature.

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

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

3.4 **Payment upon Termination.** In the event that the City or Artist terminates this Agreement pursuant to Section 17, the City shall compensate the Artist for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Artist shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

3.5 **Authorization to Perform Services.** The Artist 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 4. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Artist 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 Artist only the facilities and equipment listed in Exhibit B, and only under the terms and conditions set forth herein.

Section 5. **RESPONSIBILITY OF THE ARTIST**

5.1 The Artist agrees that an essential element of this Agreement is the skill and creativity of the Artist. The Artist shall not assign the creative or artistic portions of the Work to another party for the production of the Work without the written consent of the City. Failure to conform to this provision may be cause for termination of this Agreement, at the sole option of the City.

5.2 The Artist shall be responsible for providing services described in Exhibit B, including but not limited to, the quality and timely completion of the services. As part of the Work, Artist shall be responsible for designing the artwork, as described in Exhibit A, so that it can be constructed without exceeding the approved overall budget for the artwork of $100,000. The Artist shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her Work.

5.3 The Artist shall complete the fabrication and installation of the Work in substantial conformity with the attached Exhibit B, Scope of Work.

5.4 The risk of loss or damage to the Work shall be borne by the Artist until final acceptance by City. The Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance by City.

Section 6. TIMELY PROVISION OF SERICES; DAMAGES FOR DELAYED PERFORMANCE: The parties agree that in the performance of the terms and requirements of this Agreement by the Artist that time is of the essence. Artist shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Artist's obligations pursuant to this Agreement.

6.1 Damages for Delayed Performance. Subject to reasonable proof and documentation confirming the same submitted by the City, Artist shall be liable for all incidental and consequential damages resulting, directly or indirectly, from delays in performance caused by Artist's acts or omissions. Damages may include, but are not limited to the cost to retrofit the Work installation area should Artist not meet installation schedule as specified in Exhibit B. The Artist shall not be liable to City for damages resulting from delays caused by force majeure or by acts or omissions of City, Architect or the General Contractor; or third party vandalism, except to the extent Artist failed reasonably to mitigate such damages.

6.2 Illness, Injury, Death or Incapacity. Should Artist die, become ill, injured or otherwise incapacitated (collectively, "incapacitated") such that Artist is unable to work for any period not exceeding 30 days (whether consecutive or non-consecutive), any delay arising out of such incapacity will be allowed by City whenever it is practicable to do so, considering the facts and circumstances of the Work, the Project, the Architect, the General Contractor and the Client. City may require Artist to provide medical certification of any claimed incapacity. In the event Artist is incapacitated such that Artist is unable to work for a period exceeding a total of 30 days (whether consecutive or nonconsecutive), City may, at its option, undertake to complete and install the Work in Artist's absence, so long as the final Artwork is substantially similar to that designed by Artist. If City undertakes to complete the Work, City shall give due consideration to Artist's suggestions, and Artist may disclaim authorship of the Work. If City exercises its option to implement the Artwork in Artist's absence, any compensation paid or payable to Artist shall be reduced by the costs and expenditures of City in completion and installation of the Work. In case of incapacity exceeding 30 days, the following person shall be Artist's representative vis-à-vis the City for purposes of this Section 6 unless otherwise directed in writing by the Artist:

Teresita Romo
2375 5th Ave.
Sacramento, CA 95818
(916)833-6974
jntromo2018@gmail.com

Section 7. APPROVAL AND FINAL ACCEPTANCE OF ARTWORK. Payment does not imply acceptance of work. The granting of any payment by City, or the receipt thereof by Artist, shall in no way lessen the liability of Artist to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that does not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Artist without as soon as possible.

7.1 The granting or withholding of any approval by the City shall be determined by the City in its sole and reasonable discretion. However, the City shall approve all deliverables if they materially conform to plans or Contract Documents previously approved by the City. If the City withholds approval of any deliverables or Phase, in addition to other rights or remedies available to the City under the Agreement or applicable law, the City shall have the right to terminate this Agreement immediately and shall have no further obligations under this Agreement.

7.2 **Final Acceptance.** Artist shall advise the City in writing when Artist has completed all obligations, services and deliverables under this Agreement and all modifications. The City promptly shall send a Notice of Response identifying in writing any obligations, services or deliverables that Artist has not satisfactorily met, any defects in Artist's performance, and the requirements for Artist to cure any such default. Artist shall have 20 days from dispatch of the Notice of Response to cure any defects in Artist's performance identified in the City's Notice of Response. The Artwork shall not be officially accepted by City unless the City has issued a resolution of Final Acceptance. City shall make a good faith effort to make a determination as to Final Acceptance promptly.

7.3 **Public Art Collection.** Upon Final Acceptance, the City shall accession the Artwork into the Public Art Collection.

Section 8. WARRANTIES/STANDARDS

8.1 **Unique**. Artist warrants that the design of the Artwork as expressed in the Proposal, Exhibit A, is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the Artwork. Artist may create works that utilize or incorporate various individual art elements that comprise the Artwork, so long as the work utilizing or incorporating such individual elements (1) does not consist predominantly of such elements, (2) is not the same or substantially similar in image, design, dimensions and materials as the Artwork, and (3) is not displayed in an environment that is the same or substantially similar to the environment in which the Artwork is to be displayed at the site.

8.2 **Warranty of Title.** Artist represents and warrants that Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

8.3 The Artist shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the Work described in this Agreement. Artist 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 removal of any such persons, Artist shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons, unless in the Artist's sole opinion, the skill or creativity of such person or persons is essential to the creation of the Work.

8.4 **Warranty of Workmanship.** The Artist shall guarantee his/her Work to be free from faults of material and workmanship for a period of one (1) year after installation and final acceptance by the City. The Artist shall deliver the Work to the City free and clear of any liens from any source whatsoever. The foregoing guarantees shall apply only to the Work that is entirely that of the Artist or persons

responsible to the Artist, as installed, and shall not apply to materials or workmanship of projects in which the Work of the Artist is integrated or combined, or to materials purchased, acquired, or installed by a person or entity not responsible to the Artist.

8.5 **Warranty of Public Safety.** Artist represents and warrants that the Work will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.

8.6 **Warranty of Acceptable Standard of Display and Operation.** Artist represents and warrants that:

8.6.1 Occasional or minimal cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Work within an acceptable standard of public display;

8.6.2 Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below an acceptable standard of public display; and

8.6.3 With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

8.7 **Manufacturer's Warranties.** To the extent the Work incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to City.

Section 9. MAINTENANCE OF ARTWORK

9.1 Unless specifically provided in this Agreement, Artist shall not be responsible for ongoing maintenance of the Artwork.

9.2 Artist shall provide the City with a General Maintenance Plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork.

9.3 The Artwork shall be durable, taking into consideration that the installation site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense.

9.4 Although City strives to maintain the Public Art Collection in good repair and condition, City is not required by this Agreement to maintain the Artwork to any particular standard. City may determine to allow the Artwork to deteriorate in accordance with the Artwork's temporary life span, if deemed appropriate by City or if City lacks sufficient funds for required maintenance and/or conservation. If the Artwork suffers deterioration, City shall have sole discretion to determine whether to remove the Artwork from display as a result of deterioration, whether to replace any portion of the Artwork or translate any component into new media, or whether to maintain the Artwork on display despite its deteriorated condition.

9.5 The anticipated life span of the Artwork is 25 years from the date of final acceptance by the City. After that time, the City in its sole discretion may re-evaluate the Artwork to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Artwork. If the City determines that, through decay, vandalism or other forces, the Artwork has lost its integrity to the point where it should be destroyed, the City shall first offer the Artwork to Artist free of charge and in writing.

Section 10. ARTIST'S RIGHTS; CITY'S OWNERSHIP RIGHTS

10.1 The City intends to display the Artwork as originally created by Artist in Exhibit A and to maintain the Artwork in good condition. Public artworks commissioned by the City are sometimes integrated into their site, such that they become an integral, permanent and site-specific part of the building's architecture or landscaped environment and removal of the artwork would result in significant changes to the artwork and the building's architecture. City, however, shall preserve complete flexibility to operate and manage City property in the public's interest. Therefore, City retains the absolute right to alter the Artwork in City's sole judgment. For example, City may alter the Artwork to eliminate hazard, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. If, during or after the term of this Agreement, City finds the Site to be inappropriate, City has the right to install the Artwork at an alternate location that City chooses in its sole discretion. If the Artwork is free-standing such that it can be removed without significant damage to the Artwork or the Site, and if the City authorizes the removal of the Artwork, the City shall take reasonable precautions to minimize alteration of the Artwork during removal.

10.2 With respect to the Artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without alteration of the Artwork, Artist waives any and all such claims against any future owners of the site, and its agents, officers and employees, for alteration of the Artwork.

10.3 If City intends to take any action with respect to the site or the Artwork that would alter the Artwork, other than routine cleaning and maintenance, the following procedures shall apply:

10.3.1 Notice. Where time permits, City shall make reasonable good faith efforts to notify Artist at least 20 calendar days prior to authorizing any alteration of the Artwork, at the last phone number or address provided by Artist to the City's Contract Administrator. Where time does not permit prior to alteration of the Artwork – for example, in cases of public hazard, accident or unauthorized alteration – City shall notify Artist within 30 calendar days after such alteration.

10.3.2 Consultation. After receiving such notice, Artist shall consult with City to determine whether the Artwork can be restored or relocated, and to attempt to come to a mutually agreeable plan for disposition of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed in writing. If City intends to remove the Artwork, Artist shall

consult regarding methods to minimize or repair any Alteration to the Artwork caused by such removal and the potential costs of such removal.

10.3.3 **Restoration.** If the Artwork is altered, with or without prior notice to Artist, and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to restore the Artwork to its original condition, to compensate Artist for any restoration work, or to maintain the Artwork on display. If Artist fails or refuses to negotiate with City in good faith with respect to any restoration, City may contract with any other qualified art conservator or artist for such restoration. During Artist's lifetime, City shall make best efforts not to display or de-accession only a portion of the Artwork without Artist's consent.

10.3.4 **Removal by Artist.** Where time permits, if City intends to take action that will destroy or significantly alter the Artwork, such as destruction of all or part of the site, and City determines that it will not remove the Artwork itself, City shall allow Artist to remove the Artwork at Artist's expense within 60 days of notice from the City of the need to remove the Artwork, in which case title shall revert to Artist. If Artist fails to remove the Artwork within that 60 day period, City may alter the Artwork in any manner, including destroying it, in City's sole discretion.

10.3.5 **Remedies.** If City breaches any of its obligations under this Section, Artist's remedies shall be limited as follows: If City inadvertently fails to provide a required prior notice of alteration, City will provide notice as soon as it discovers the omission, and before alteration of the Artwork if that remains possible. If City alters the Artwork without providing Artist a required prior notice of alteration, Artist shall be given the first right of refusal to restore the Artwork at the same location and City shall make reasonable efforts to provide funding for the restoration. If City funds cannot be made available after reasonable efforts are made to secure such funding, Artist may, but is not obligated to, restore the Artwork at Artist's expense. If Artist elects not to restore the Artwork, City may retain another artist or conservator to restore it, or may Alter the Artwork in any manner, at City's sole discretion.

10.4 If City alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with California Civil Code §987(d) and 17 U.S.C. §106A(a)(2).

10.5 Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of City, Artist retains Artist's moral rights in the Artwork, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim for alteration of the Artwork against a third party who is not an officer, employee, agent, successor or assign of City. City has no obligation to pursue claims against third parties to remedy or prevent alteration of the Artwork. However, as owner of the Artwork, City may pursue claims against third parties for damages or to restore the Artwork if the Artwork has been altered without City's authorization.

Section 11. INTELLECTUAL PROPERTY AND PUBLICITY RIGHTS

11.1 **Copyright**. Subject to usage rights and licenses granted to City hereunder, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. Artist's copyright shall not extend to predominantly utilitarian aspects of the Work, such as landscaping elements, furnishings, or other similar objects. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Work.

11.2 **City's Intellectual Property License**. Artist grants to City, and to City's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Work, the Artwork, and any original works of authorship created under this Agreement, whether in whole or in part, in all media (including electronic and digital) throughout the universe:

11.2.1 **Implementation, Use and Display.** City may use and display the Work (to the extent the Work includes graphic representations or models) and the Artwork. To the extent the Work involves design elements that are incorporated by City into the design of the site, City may implement such elements at the site.

11.2.2 **Reproduction and Distribution.** City may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions. City may use such reproductions for any City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, gifts for City benefactors, documentation of City's Public Art Collection, and catalogues or similar publications. City shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the City. The proceeds from the sale of any such reproductions shall be used to maintain and support City's Public Art Collection or for any other public purposes that City deems appropriate. The license granted hereunder includes the right to create 2-dimensional reproductions on items such as tote-bags, T-shirts, coffee mugs and similar merchandise. Nothing hereunder shall be construed to constrain Artist from creating posters, note cards, or other reproductions of the Artwork with appropriate credit to the City.

11.2.3 **Public Records Requests.** Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to public records laws, including the San Francisco Sunshine Ordinance and California Public Records Act.

11.3 **Third Party Infringement**. The City is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

11.4. **Credit.** All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: "Adan Romo – Romo Studios(c), 2022." The Artist shall use his/her best efforts to include a credit reading substantially "An original work commissioned by the City of Dublin, California" in any public showing under the Artist's control of reproductions of the Work.

11.5 **Publicity.** City shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding City or the City. Artist shall be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the Artwork.

11.6 **Trademark.** In the event that City's use of the Artwork creates trademark, service mark or trade dress rights in connection with the Artwork, City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

11.7 **Resale Royalty.** If City sells the Artwork as a fixture to real property, and if the resale value of the Artwork is not itemized separately from the value of the real property, the parties agree that the resale price of the Artwork shall be presumed to be less than the purchase price paid by City under this Agreement. Thus, City has no obligation to pay resale royalties pursuant to California Civil Code §986 or any other law requiring the payment of resale royalties. If City sells the Artwork as an individual piece, separate from or itemized as part of a real property transaction, City shall pay to Artist a resale royalty to the extent required by law, based upon the sale price of the Artwork.

11.8 If for any reason the proposed design is not implemented, all rights to the proposed artwork shall be retained by the Artist. The City shall have no right to implement the proposed artwork, whether or not protected by copyright, unless and until the City and the Artist enter into a subsequent agreement for the implementation of the proposed design.

Section 12. OWNERSHIP OF RESULTS AND RISK OF LOSS

12.1 **Title Transfer.** Except in the case of early termination of this Agreement, title to the Artwork shall transfer from Artist to City upon the City's Final Acceptance of the Artwork. Title transfer shall be self-executing upon City's Final Acceptance. Artist will cooperate in providing to City any title transfer documents City may request or require during or after the Term of this Agreement.

12.2 **Risk of Loss.** The risk of loss or damage to the Artwork shall be borne solely by Artist until Final Acceptance of the Artwork by the City. Artist shall take steps to protect the Artwork from loss or damage. The City staff shall make a good faith effort to inspect the Artwork within 15 days after completion so that the City can approve the Artwork by resolution in a timely fashion.

12.3 **Ownership of Documents.** Conceptual Design, Design Development Documents, Construction Documents, Samples, Mock-ups and all other documents prepared and submitted by Artist to the City pursuant to this Agreement shall belong to the City. Artist may retain originals of such documents and items and provide copies to City.

Section 13. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Artist, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Artist and its agents, representatives, employees, and subcontractors. Artist shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Artist 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 Artist's bid. Artist shall not allow any subcontractor to commence work on any subcontract until Artist has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

13.1 Workers' Compensation

13.1.1 **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.

13.1.2 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.

13.2 Commercial General and Automobile Liability Insurance.

13.2.1 General requirements. Artist, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, TWO MILLION DOLLARS ($2,000,000.00) aggregate, 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.

13.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9 ("any auto"). No endorsement shall be attached limiting the coverage.

13.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Artist, including the insured's general supervision of Artist; products and completed operations of Artist; premises

owned, occupied, or used by Artist; and automobiles owned, leased, or used by the Artist. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

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

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Artist to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Artist shall notify City within 14 days of notification from Artist's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

13.3 All Policies Requirements.

13.3.1 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.

13.3.2 Verification of coverage. Prior to beginning any work under this Agreement, Artist shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

13.3.4 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

13.3.5 Deductibles and Self-Insured Retentions. Artist shall disclose to and obtain the 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.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Artist may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Artist procure a bond, guaranteeing payment of

losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

13.3.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Artist shall provide written notice to City at Artist's earliest possible opportunity and in no case later than five days after Artist is notified of the change in coverage.

13.4 **Remedies.** In addition to any other remedies City may have if Artist 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 Artist'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 Artist to stop work under this Agreement or withhold any payment that becomes due to Artist hereunder, or both stop work and withhold any payment, until Artist demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 14. **INDEMNIFICATION AND ARTIST'S RESPONSIBILITIES.** Artist shall indemnify, defend with counsel mutually selected by the City and Artist, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Artist or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Artist shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Artist or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Artist to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Artist from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Artist acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Artist or any employee, agent, or subcontractor of Artist 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, Artist shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Artist 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 15. **STATUS OF ARTIST AS INDEPENDENT CONTRACTOR.**

15.1 **Independent Contractor.** At all times during the term of this Agreement, Artist shall be an independent contractor and shall not be an employee of City. City shall have the right to control

Artist only insofar as the results of Artist's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Artist accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Artist 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.

15.2 Nothing contained in this Agreement shall be construed as limiting the right of Artist to engage in his/her profession separate and apart from this Agreement so long as such activities do not interfere with the performance by Artist of his/her obligations as set forth in this Agreement.

15.3 **Artist No Agent.** Except as City may specify in writing, Artist shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Artist shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 16. LEGAL REQUIREMENTS.

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

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

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

16.4 **Licenses and Permits.** Artist represents and warrants to City that Artist 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. Artist represents and warrants to City that Artist 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, Artist and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

16.6 **Prevailing Wage.** Artist shall comply with any applicable state and local laws regarding payment of prevailing wages for Public Works projects.

Section 17. TERMINATION AND MODIFICATION.

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

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

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

17.2 **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. Artist understands and agrees that, if City grants such an extension, City shall have no obligation to provide Artist 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 Artist for any otherwise reimbursable expenses incurred during the extension period.

17.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

17.4 **Assignment and Subcontracting.** City and Artist recognize and agree that this Agreement contemplates personal performance by Artist and is based upon a determination of Artist'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 Artist. Artist may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Artist 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.

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

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

17.6.1 Immediately terminate the Agreement;

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

17.6.3 Retain a different Artist to complete the work described in Exhibit A not finished by Artist; or

17.6.4 Charge Artist 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 Artist pursuant to Section 2 if Artist had completed the work.

Section 18. KEEPING AND STATUS OF RECORDS.

18.1 **City Access to Artwork; Inspection of Work and Artwork.** City shall have the reasonable right to, at its sole expense, inspect the Work, including the Artwork, at the fabrication Site during any phase of the project at any time. In the event that all or part of the Work is created in a location other than the Site, the City shall have the right to inspect the Work, including the Artwork, at any phase of the project following 48 hours written notice from the City to the Artist. The Artist shall be responsible for facilitating City's prompt access to Artist's property or the property of the Artist's subcontractors where the Work or portions of the Work are being fabricated or installed.

18.2 **Status Reports.** Artist shall submit written reports regarding the status of the Work, including the Artwork, as may be reasonably requested by the City. The City shall determine the format for the content of such reports. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

18.3 **Artist Availability.** Artist or Artist's authorized agent shall be available at Artist's sole expense for up to 2 visits to Dublin to ensure the proper installation and operation of the Artwork. During each visit to Dublin, unless otherwise agreed upon by the City, the Artist's visit shall last for at least a full 8 hour day.

18.4 **Records Created as Part of Artist's Performance.** With the exception of model submitted with initial proposal, 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 Artist prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Artist 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 Artist 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. It is also agreed that proposal model remains property of the Artist and will be returned to Artist after the finished sculpture is installed.

18.5 **Artist's Books and Records.** Artist 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 three (3) years, or for any longer period required by law, from the date of final payment to the Artist to this Agreement.

18.6 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Artist 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 TEN

THOUSAND DOLLARS ($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 three (3) years after final payment under the Agreement.

Section 19. MISCELLANEOUS PROVISIONS.

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

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

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

Artist 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 Sections 1090 *et seq.*

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

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

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

19.10 **Notices.** Any written notice to Artist shall be sent to:

Adan Romo, Romo Studios, LLC
2409 U Street
Sacramento, CA 95818
(916)505-5753
aromo@romostudios.com
www.romostudios.com

Any written notice to City shall be sent to:

City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6645

19.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

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	ARTIST
_____	DocuSigned by: 724C56D892B444C... _____
City Manager	Adan Romo, Artist

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

2559640.1

EXHIBIT A

ARTIST PROPOSAL

The Heritage Park site represents a special place where people from all over the world, from different backgrounds and traditions, gathered at various points during this land's history to gather, work, raise families and build the community that thrives today in the City of Dublin.

This rich history is difficult to represent and celebrate in one singular piece. Here at Romo Studios we took on this challenge by proposing six different small sculptures placed around the park.

Walking around the park we realized that there are several historic large buildings- the Kolb house, the Hay barn, the Old St. Ramon church and Murray school- but it was hard to imagine what life was like back in Dublin's rich history. Our minds wondered and envisioned the original Native tribes that lived here and what their daily life looked like. Or how farming was done prior to engines and tractors. What it was like for the blacksmith that worked here and his working conditions. Or visiting Murray school we wondered how it was possible for children to attend a school with only a single room. With so many thoughts about the past, we thought a fun and creative way to bring scenes of past life was to propose making several small sculptures that were snapshots of what people did here. These small scenes will be ideal for children who, like us, often times wonder what the past was like. These small scale scenes will entice adults as well - who can resist miniature scenes of activity.

Many of the people depicted in these small scene celebrate the many men and women who came here - famous and not so famous - from all over the world to contribute to the building of the city. The Native American tribes of the Seunen, Souyen and the Pelnen will be depicted in a small bronze sculpture with a creek and waterway that once existed here in Dublin where local tribes would gather fish, food, acorns and plants for making baskets. The sculpture of the small Murray school celebrates the educators and children - past and present - who through education have contributed to the city's growth and success. The farmland being tilled represents all the farmers in the region who have labored to feed a growing city. The blacksmith scene depict highlights the industries that existed here at this site - a blacksmith shop and a wheel wagon fabrication shop. Needless to say these two crafts contributed to the growth of the city of Dublin as it emerged from a being a small town to a thriving city.

Scattered around the park, visitors will walk around in search of these small bronze works. Each scene will be made of bronze and each depict a moment in life that took place here at Heritage Park. The sculptures will be mounted to a corten steel pedestal that will be anchored to concrete foundations. The corten steel bases will look rusty and match the rusty look of hinges and farm equipment that currently exists in the park. Each work - bronze sculpture on its pedestal - will be around 32" high. At the base of each pedestal we propose the placement of a large stone, much like the ones found in the Heritage Park landscape, where children can stand and take a peek into these tiny little worlds. On the side of each pedestal will be a plaque welded firmly with information about the scenes and the Dublin history it depicts.

MAINTANENCE -

The bronze figures and corten steel pedestals will need little to no maintenance - aside from cleaning every 2 years.

FABRICATION + INSTALLATION -

Fabrication and installation of the artwork will be completed by

Artworks Foundry
729 Heinz Ave #10
Berkeley, CA 94710
(510) 644-2735

Tipping Structural Engineers
1906 Shattuck Ave
Berkeley, CA 94704
(510) 549-1906

The sculptures with pedestals will delivered by large truck and will be anchored into a reinforced concrete base.

CITY OF DUBLIN
HERITAGE PARK
ARTISTIC FEATURES
PROPOSAL

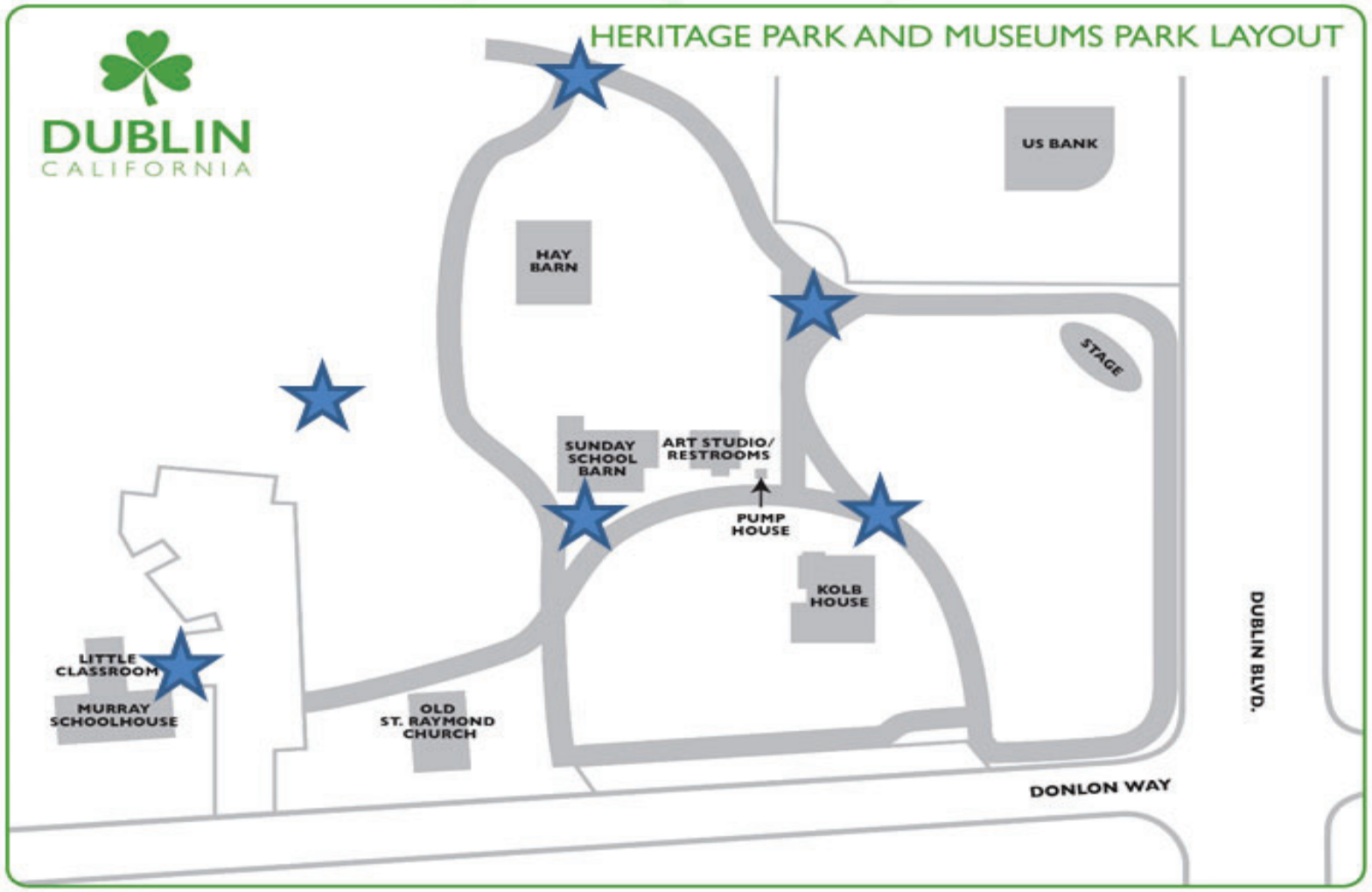




ROMO STUDIOS



PROPOSED LOCATION - 6 DIFFERENT LOCATIONS THROUGHOUT HERITAGE PARK



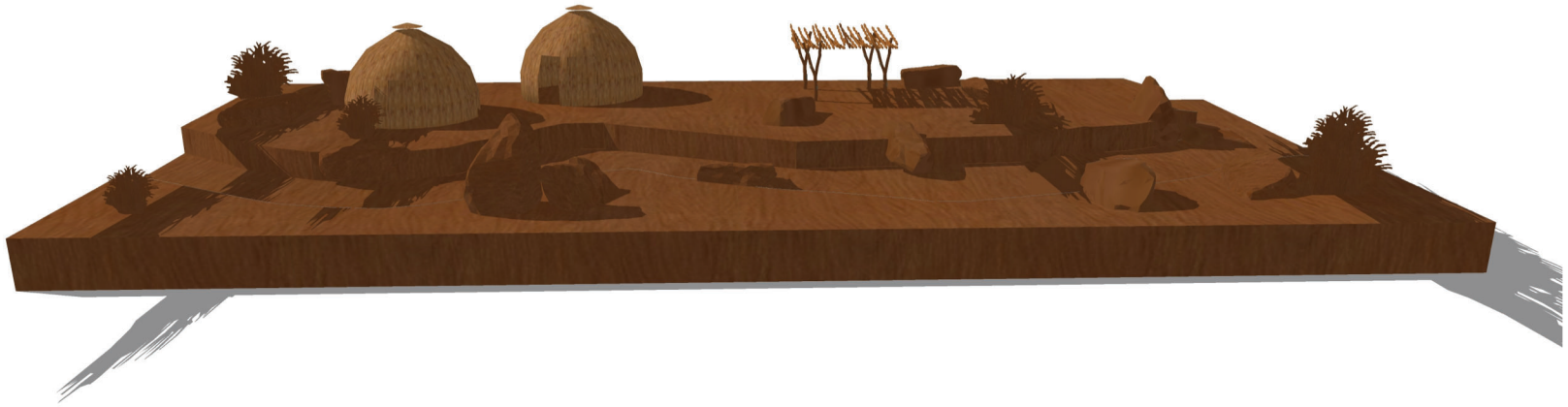
BLACKSMITH SHOP



THIS SCULPTURE CELEBRATE THE
INDUSTRIES THAT TOOK PLACE AT THE
SITE OF HERITAGE PARK - A BLACKSMITH SHOP AND
WAGON WHELL FABRICATION -
BOTH PAID A VITAL ROLL IN HELPING BUILD THE CITY.



ROMO STUDIOS



EARLY OHLONE SETTLERS

THESE FLIUD FORMS REPRESENT THE SMALL CREEK AND WATERWAYS THAT ONCE RESIDED HERE AT HERITAGE PARK AND WHERE NATIVE TRIBES COLLECTED FOOD, ACORNS AND PARTICULAR PLANT LIFE TO WEAVE BASKETS.







DUBLIN PIONEER CEMETERY

ROMO STUDIOS





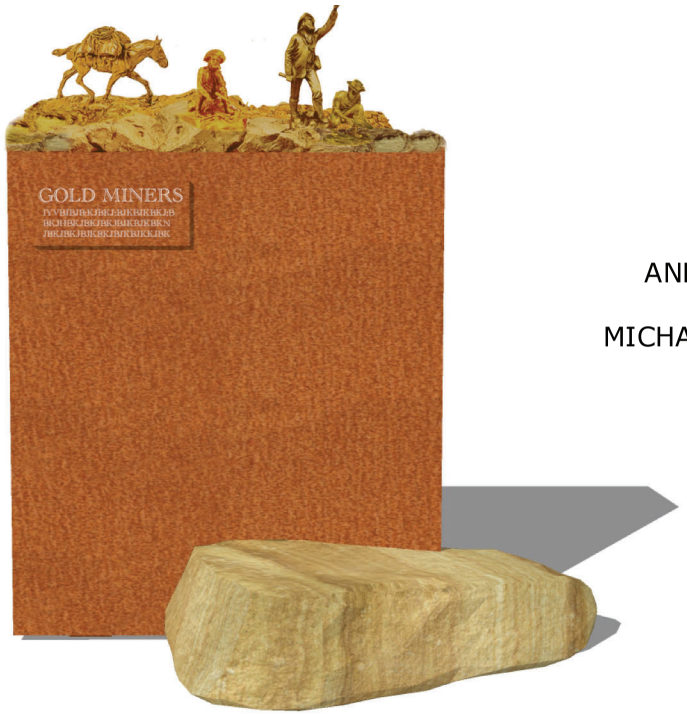


DUBLIN FARMERS

FARM FIELDS BEING PLOWED, CELEBRATING THE ACRES OF FARMLAND THAT MADE UP LARGE AREAS OF DUBLIN AND PROVIDED THE FOOD NECESSARY FOR A GROWING CITY.



GOLD MINERS AND GOLD SETTLERS



THIS SCULPTURE REPRESENTS
THE AREAS HISTORY
OF PROVIDING HOUSING
AND SUPPLIES FOR GOLD MINERS
AS WELL AS JOSE AMADOR,
MICHAEL MURRAY, JEREMIAH FALLON
AND JAMES DOUGHERTY.

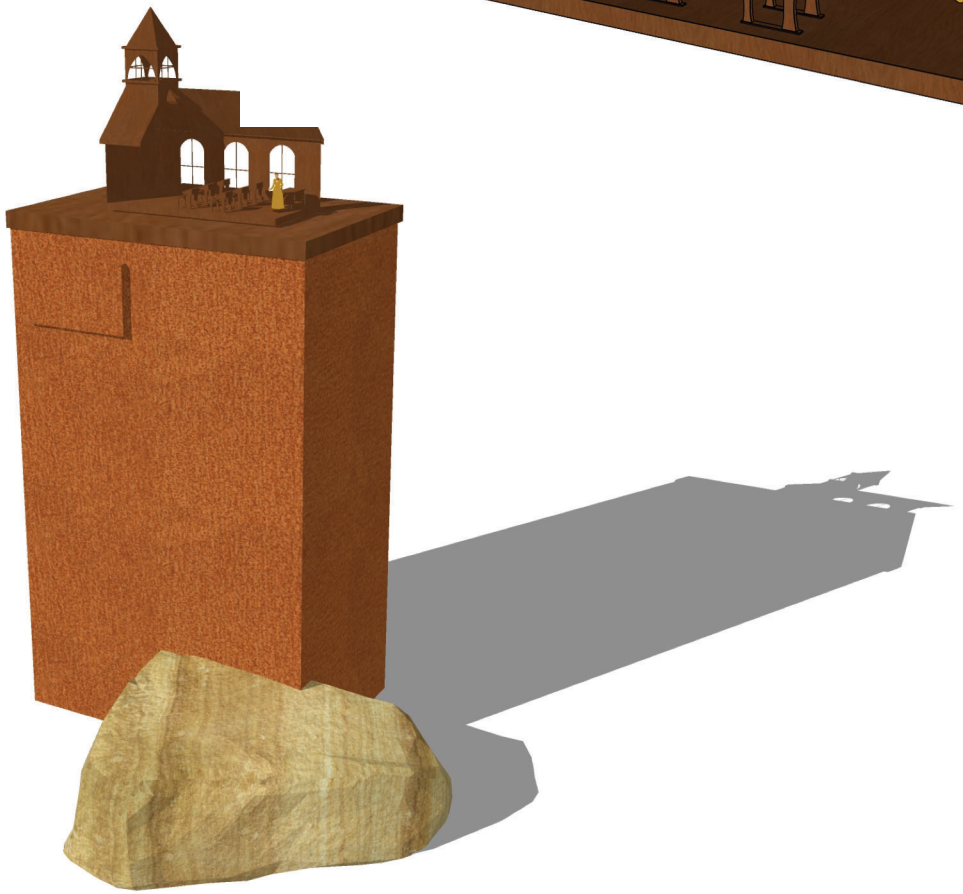
ROMO STUDIOS





MURRAY SCHOOL HOUSE

MURRAY SCHOOL HOUSE
HELPED EDUCATED GENERATIONS
OF EARLY CITIZENS OF DUBLIN AND
WAS A FOUNDATION FOR HELPING
BUILD THE CIOTY.







CHILDREN INTERACTING WITH ARTWORK

ROMO STUDIOS

EXHIBIT B

SCOPE OF WORK

SCHEDULE FOR COMPLETION OF WORK. The following schedule shall be adhered to in the performance of the work. During the term of this Agreement, the City Project Manager must approve Artist's work at each phase of development before the Artist proceeds to the next phase. The City Project Manager for this Agreement is:

Shaun Chilkotowsky
Heritage and Cultural Arts Manager
100 Civic Plaza
Dublin, CA 94568
(925) 556-4565
Shaun.Chikotowsky@dublin.ca.gov

EXECUTION OF CONTRACT	
DELIVERABLES:	**DUE DATE:**
• Fully Executed Contract	February, 2022
• Evidence of All Required Insurance, Dublin Business License	February, 2022

PHASE I: CLAY MODELS

The scope of work under this phase includes completion of the six clay models of the six artwork figures.

- Artist will complete the clay models, according to the artist proposal previously approved by the City. This includes thoughtful research to ensure accurate representation of the figures while the clay models are being developed.
- Phase will be considered complete when all deliverables have been received by City Project Manager. Payment may be released earlier than date specified should Phase be deemed complete.
- Should artist wish to make changes during the process, Artist will obtain City's written approval for any changes substantial enough to be visible to a layperson.

DELIVERABLES:	**DUE DATE:**

• Studio tour for City representatives to verify production of the clay models of the six artwork figures.	June 30, 2022 (EST.)
• Clay Models Complete. Following the City's approval, there will be no changes to the design without mutual consent of the Artist and the City.	Aug 30, 2022 (EST.)

PHASE II: MOLDS/WAX

The scope of work under this phase includes completion of the six clay molds/wax of the six artwork figures.

- Artist will complete the molds/wax, according to the clay figures previously approved by the City.
- Phase will be considered complete when all deliverables have been received by City Project Manager. Payment may be released earlier than date specified should Phase be deemed complete.
- Should artist wish to make changes during the mold/wax process, Artist will obtain City's written approval for any changes substantial enough to be visible to a layperson.

DELIVERABLES:	**DUE DATE:**
• Studio/Foundry tour for City representatives to see and sign off on clay molds/wax of the six artwork figures. Following the City's approval, there will be no changes to the design without mutual consent of the Artist and the City.	October 30, 2022 (EST.)
• Progress Report to indicate any potential change to project timeline.	October 30, 2022 (EST.)

PHASE III: BRONZE CAST, METAL BASES

The scope of work under this phase includes the bronze casting of the six artwork figures and fabrication of the Corten steel metal bases for each artwork figure.

- Artist and foundry will complete the bronze castings, according to the molds created in the previous phase.

- Artist will complete the fabrication of the Corten steel bases for the six artwork figures.
- Artist shall work cooperatively with the City to draft interpretative language, which is to be incorporated into the plaque installed on the steel base of each artwork figure. The City requires that all signage to be displayed on City property adhere to conventionally accepted spelling and punctuation, proper grammar and City style preferences, as determined by the City.
- Should artist wish to make changes during the process, Artist will obtain City's written approval for any changes substantial enough to be visible to a layperson.
- Phase will be considered complete when all deliverables have been received by City Project Manager. Payment may be released earlier than date specified should Phase be deemed complete.

DELIVERABLES:	**DUE DATE:**
• Studio/Foundry tour for City representative to verify the completed casting of the bronze artwork figures.	January 30, 2023 (EST.)
• Studio/Foundry tour for City representative to verify the completed fabrication of the six Corten steel bases for the artwork figures.	January 30, 2023 (EST.)
• Progress Report to indicate any potential change to project timeline.	December 15, 2022 (EST.)

PHASE IV: CONCRETE, INSTALL, & CLOSEOUT

The scope of work under this phase includes the completion of the footing elements and installation of the steel bases, artwork figures, and signage:

- Phase will be considered complete when all deliverables have been received by City Project Manager. Payment may be released earlier than date specified should Phase be deemed complete.
- Artist shall create an installation plan indicating the staging and sequence of all aspects of installation. The Installation Plan must include a detailed description of the estimated duration of installation, the equipment to be used, and all workers who will be on site to assist.
- Working in cooperation with the City, Artist will complete the installation of the concrete footings, in preparation for installation of the Corten steel bases and bronze figures.

- Prior to installation of Artwork, Artist's shall verify in writing that the preparation of the artwork attachment or mounting system and installation is being implemented in accordance industry standard best practices and approved by City.
- Artist shall supply all hardware necessary for installation.

DELIVERABLES:	**DUE DATE:**
• Delivery and installation plan developed with City.	January 1, 2023 (EST.)
• Successful installation of concrete and artwork bases.	February 30, 2023 (EST.)
• Successful installation of artwork figures and interpretative signage.	March 30, 2023 (EST.)
• Inspection of the Artwork immediately after installation.	March 30, 2023 (EST.)
• Final inspection by the City of Dublin.	Within 30 Days of Installation
• Receipt of Artwork Maintenance Records	Within 30 Days of Installation

EXHIBIT C

PAYMENT SCHEDULE

PHASE OF WORK	DESCRIPTION OF PHASE	% COMPLETION By Phase	% COMPLETION Overall	ARTIST FEE
EXECUTION	Execution of Contract	10%	10%	$10,000
Phase I	Clay Models	20%	30%	$20,000
Phase II	Molds	20%	50%	$20,000
Phase III	Bronze Cast, Metal Bases	20%	70%	$20,000
Phase IV	Concrete, Install and Closeout	30%	100%	$30,000
		TOTAL ARTIST FEE		**$100,000**

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A PUBLIC ART AGREEMENT WITH BRIAN KEITH FOR A PUBLIC ART PROJECT AT HERITAGE PARK

WHEREAS, the 2020-2025 Capital Improvement Program Update includes a project to design, fabricate, and install a permanent Public Art Monumental Sculpture, at Heritage Park; and

WHEREAS, an open call was solicited according to the Public Art Master Plan process, with five of the 18 responding artists selected to submit site specific design proposals; and

WHEREAS, the proposal by artist Brian Keith was recommended be the Ad-Hoc Selection Committee, Heritage and Cultural Arts Commission, and Parks and Community Services Commission; and

WHEREAS, Brian Keith has demonstrated ability to perform said services and a third party art conservator reviewed the design proposal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby authorize the execution of a Public Art Agreement with Brian Keith for the design, fabrication, and installation of a Public Art project at Heritage Park.

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

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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PUBLIC ART AGREEMENT BETWEEN THE CITY OF DUBLIN AND BRIAN KEITH

THIS AGREEMENT is made by and between the City of Dublin ("City") and Brian Keith ("Artist") as of February 15, 2022, for the purposes and on the terms and conditions set forth below.

RECITALS

WHEREAS, the City requires the services of Artist to perform artistic services described in the Agreement for a public art project as described under Section 8.58 of the Dublin Municipal Code; and

WHEREAS, the City is authorized by Section 2.36.050 of the Dublin Municipal Code to contract for the specialized services of the artist contemplated by this Agreement; and

WHEREAS, Artist is qualified and desires to perform the artistic services required by the City as set forth in this Agreement; and

WHEREAS, the City Council, on February 15, 2022, authorized the City Manager to negotiate an agreement between City and Artist for the preparation of a final design, fabrication and installation for a public art sculpture at Heritage Park

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

AGREEMENT

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on the date of completion specified in Exhibit B, and Artist shall complete the Work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 17. The time provided to Artist to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 17.

1.2 **Standard of Performance.** Artist 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 Artist is engaged in the geographical area in which Artist practices its profession. Artist shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Artist's profession.

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

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1.4 **Time.** Artist 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 Section 1.1 above and to satisfy Artist's obligations hereunder.

Section 2. **SCOPE OF WORK:** Artist shall provide a final design, fabrication and installation of a monumental art sculpture for the Heritage Park public art project as more specifically described in Exhibits A and B of this Agreement.

2.1 The City shall be responsible for providing the Artist, without cost, copies of designs, drawings, reports, and other relevant data needed by the Artist to design and execute the Project.

2.2 The Artist shall, whenever required during the term of this Agreement, present to the City in writing, drawing, or other appropriate media for further review and approval any significant changes in the scope, design, color, size, material, utility, support requirements, texture, or location of the site or the Work. A significant change is any change that could affect the future installation, scheduling, site preparation, or maintenance of the Work, or the concept of the Work as represented in the original concept design included in Exhibit A.

2.3 The City may, at any time, request the Artist in writing to (a) revise portions of the services that he/she has previously completed in a satisfactory manner; (b) delete portions of the Scope of the Work that the Artist has not yet performed; (c) perform additional work beyond the Scope of Work to be provided in Exhibit B; and, (d) make other changes within the General Scope of the Work to be performed under this Agreement. In the event of such a written request, the Artist may, but shall not be obligated to agree to any such request.

2.4 In the event the request for change is agreed to by the Artist, this Agreement shall be amended, in writing, specifying the agreed changes, including, but not limited to, a description of services, additional budget, payment schedule, and timetable. In the event that the Artist does not agree to the request, the City shall be entitled to terminate the Agreement for cause pursuant to Article 17 herein.

2.5 No services for which additional compensation will be charged shall be provided by the Artist without the prior written authorization by the City.

Section 3. **COMPENSATION.** City hereby agrees to pay Artist a sum not to exceed $350,000 as specified in Exhibit C, notwithstanding any contrary indications that may be contained in Artist's proposal, for services to be performed under this Agreement; or subject to additional amounts for any revisions requested and change order approved by the City as provided for in Section 2.3 above or elsewhere in this Agreement. In the event of a conflict between this Agreement and Artist's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Artist for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified in Exhibit C shall be the only payments from City to Artist for services rendered pursuant to this Agreement. Artist shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Artist shall not bill City for duplicate services performed by more than one person.

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

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3.1 **Invoices.** Artist shall submit invoices as specified in Exhibit B and C, 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. Invoices shall contain the following information:

- Serial identifications of each billable phase; i.e., Bill No. 1 Phase I 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, the Artist's signature.

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

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

3.4 **Payment upon Termination.** In the event that the City or Artist terminates this Agreement pursuant to Section 17, the City shall compensate the Artist for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Artist shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

3.5 **Authorization to Perform Services.** The Artist 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 4. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Artist 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 Artist only the facilities and equipment listed in Exhibit B, and only under the terms and conditions set forth herein.

Section 5. **RESPONSIBILITY OF THE ARTIST**

5.1 The Artist agrees that an essential element of this Agreement is the skill and creativity of the Artist. The Artist shall not assign the creative or artistic portions of the Work to another party for the production of the Work without the written consent of the City. Failure to conform to this provision may be cause for termination of this Agreement, at the sole option of the City.

5.2 The Artist shall be responsible for providing services described in Exhibit B, including but not limited to, the quality and timely completion of the services. As part of the Work, Artist shall be responsible for designing the artwork, as described in Exhibit A, so that it can be constructed without exceeding the approved overall budget for the artwork of $350,000. The Artist shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her Work.

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5.3 The Artist shall complete the fabrication and installation of the Work in substantial conformity with the attached Exhibit B, Scope of Work.

5.4 The risk of loss or damage to the Work shall be borne by the Artist until final acceptance by City. The Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance by City.

Section 6. TIMELY PROVISION OF SERICES; DAMAGES FOR DELAYED PERFORMANCE: The parties agree that in the performance of the terms and requirements of this Agreement by the Artist that time is of the essence. Artist shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Artist's obligations pursuant to this Agreement.

6.1 Damages for Delayed Performance. Subject to reasonable proof and documentation confirming the same submitted by the City, Artist shall be liable for all incidental and consequential damages resulting, directly or indirectly, from delays in performance caused by Artist's acts or omissions. Damages may include, but are not limited to the cost to retrofit the Work installation area should Artist not meet installation schedule as specified in Exhibit B. The Artist shall not be liable to City for damages resulting from delays caused by force majeure or by acts or omissions of City, Architect or the General Contractor; or third party vandalism, except to the extent Artist failed reasonably to mitigate such damages.

6.2 Illness, Injury, Death or Incapacity. Should Artist die, become ill, injured or otherwise incapacitated (collectively, "incapacitated") such that Artist is unable to work for any period not exceeding 30 days (whether consecutive or non-consecutive), any delay arising out of such incapacity will be allowed by City whenever it is practicable to do so, considering the facts and circumstances of the Work, the Project, the Architect, the General Contractor and the Client. City may require Artist to provide medical certification of any claimed incapacity. In the event Artist is incapacitated such that Artist is unable to work for a period exceeding a total of 30 days (whether consecutive or nonconsecutive), City may, at its option, undertake to complete and install the Work in Artist's absence, so long as the final Artwork is substantially similar to that designed by Artist. If City undertakes to complete the Work, City shall give due consideration to Artist's suggestions, and Artist may disclaim authorship of the Work. If City exercises its option to implement the Artwork in Artist's absence, any compensation paid or payable to Artist shall be reduced by the costs and expenditures of City in completion and installation of the Work. In case of incapacity exceeding 30 days, the following person shall be Artist's representative vis-à-vis the City for purposes of this Section 6 unless otherwise directed in writing by the Artist:

Lanisa Keith
36 Canyon Hills Place
San Ramon, CA 94582
(925)642-5400
lanisa@lanisa.com

Section 7. APPROVAL AND FINAL ACCEPTANCE OF ARTWORK. Payment does not imply acceptance of work. The granting of any payment by City, or the receipt thereof by Artist, shall in no way lessen the liability of Artist to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that does not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Artist without as soon as possible.

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7.1 The granting or withholding of any approval by the City shall be determined by the City in its sole and reasonable discretion. However, the City shall approve all deliverables if they materially conform to plans or Contract Documents previously approved by the City. If the City withholds approval of any deliverables or Phase, in addition to other rights or remedies available to the City under the Agreement or applicable law, the City shall have the right to terminate this Agreement immediately and shall have no further obligations under this Agreement.

7.2 **Final Acceptance.** Artist shall advise the City in writing when Artist has completed all obligations, services and deliverables under this Agreement and all modifications. The City promptly shall send a Notice of Response identifying in writing any obligations, services or deliverables that Artist has not satisfactorily met, any defects in Artist's performance, and the requirements for Artist to cure any such default. Artist shall have 20 days from dispatch of the Notice of Response to cure any defects in Artist's performance identified in the City's Notice of Response. The Artwork shall not be officially accepted by City unless the City has issued a resolution of Final Acceptance. City shall make a good faith effort to make a determination as to Final Acceptance promptly.

7.3 **Public Art Collection.** Upon Final Acceptance, the City shall accession the Artwork into the Public Art Collection.

Section 8. WARRANTIES/STANDARDS

8.1 **Unique**. Artist warrants that the design of the Artwork as expressed in the Proposal, Exhibit A, is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the Artwork. Artist may create works that utilize or incorporate various individual art elements that comprise the Artwork, so long as the work utilizing or incorporating such individual elements (1) does not consist predominantly of such elements, (2) is not the same or substantially similar in image, design, dimensions and materials as the Artwork, and (3) is not displayed in an environment that is the same or substantially similar to the environment in which the Artwork is to be displayed at the site.

8.2 **Warranty of Title.** Artist represents and warrants that Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

8.3 The Artist shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the Work described in this Agreement. Artist 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 removal of any such persons, Artist shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons, unless in the Artist's sole opinion, the skill or creativity of such person or persons is essential to the creation of the Work.

8.4 **Warranty of Workmanship.** The Artist shall guarantee his/her Work to be free from faults of material and workmanship for a period of one (1) year after installation and final acceptance by the City. The Artist shall deliver the Work to the City free and clear of any liens from any source whatsoever. The foregoing guarantees shall apply only to the Work that is entirely that of the Artist or persons

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responsible to the Artist, as installed, and shall not apply to materials or workmanship of projects in which the Work of the Artist is integrated or combined, or to materials purchased, acquired, or installed by a person or entity not responsible to the Artist.

8.5 **Warranty of Public Safety.** Artist represents and warrants that the Work will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.

8.6 **Warranty of Acceptable Standard of Display and Operation.** Artist represents and warrants that:

8.6.1 Occasional or minimal cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Work within an acceptable standard of public display;

8.6.2 Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below an acceptable standard of public display; and

8.6.3 With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

8.7 **Manufacturer's Warranties.** To the extent the Work incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to City.

Section 9. MAINTENANCE OF ARTWORK

9.1 Unless specifically provided in this Agreement, Artist shall not be responsible for ongoing maintenance of the Artwork.

9.2 Artist shall provide the City with a General Maintenance Plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork.

9.3 The Artwork shall be durable, taking into consideration that the installation site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense.

9.4 Although City strives to maintain the Public Art Collection in good repair and condition, City is not required by this Agreement to maintain the Artwork to any particular standard. City may determine to allow the Artwork to deteriorate in accordance with the Artwork's temporary life span, if deemed appropriate by City or if City lacks sufficient funds for required maintenance and/or conservation. If the Artwork suffers deterioration, City shall have sole discretion to determine whether to remove the Artwork from display as a result of deterioration, whether to replace any portion of the Artwork or translate any component into new media, or whether to maintain the Artwork on display despite its deteriorated condition.

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9.5 The anticipated life span of the Artwork is 30 years from the date of final acceptance by the City. After that time, the City in its sole discretion may re-evaluate the Artwork to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Artwork. If the City determines that, through decay, vandalism or other forces, the Artwork has lost its integrity to the point where it should be destroyed, the City shall first offer the Artwork to Artist free of charge and in writing.

Section 10. ARTIST'S RIGHTS; CITY'S OWNERSHIP RIGHTS

10.1 The City intends to display the Artwork as originally created by Artist in Exhibit A and to maintain the Artwork in good condition. Public artworks commissioned by the City are sometimes integrated into their site, such that they become an integral, permanent and site-specific part of the building's architecture or landscaped environment and removal of the artwork would result in significant changes to the artwork and the building's architecture. City, however, shall preserve complete flexibility to operate and manage City property in the public's interest. Therefore, City retains the absolute right to alter the Artwork in City's sole judgment. For example, City may alter the Artwork to eliminate hazard, to comply with the ADA, to otherwise aid City in the management of its property and affairs, or through neglect or accident. If, during or after the term of this Agreement, City finds the Site to be inappropriate, City has the right to install the Artwork at an alternate location that City chooses in its sole discretion. If the Artwork is free-standing such that it can be removed without significant damage to the Artwork or the Site, and if the City authorizes the removal of the Artwork, the City shall take reasonable precautions to minimize alteration of the Artwork during removal.

10.2 With respect to the Artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist waives any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without alteration of the Artwork, Artist waives any and all such claims against any future owners of the site, and its agents, officers and employees, for alteration of the Artwork.

10.3 If City intends to take any action with respect to the site or the Artwork that would alter the Artwork, other than routine cleaning and maintenance, the following procedures shall apply:

10.3.1 Notice. Where time permits, City shall make reasonable good faith efforts to notify Artist at least 20 calendar days prior to authorizing any alteration of the Artwork, at the last phone number or address provided by Artist to the City's Contract Administrator. Where time does not permit prior to alteration of the Artwork – for example, in cases of public hazard, accident or unauthorized alteration – City shall notify Artist within 30 calendar days after such alteration.

10.3.2 Consultation. After receiving such notice, Artist shall consult with City to determine whether the Artwork can be restored or relocated, and to attempt to come to a mutually agreeable plan for disposition of the Artwork. Such consultation shall be without charge by Artist unless otherwise specifically agreed in writing. If City intends to remove the Artwork, Artist shall

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consult regarding methods to minimize or repair any Alteration to the Artwork caused by such removal and the potential costs of such removal.

10.3.3 **Restoration.** If the Artwork is altered, with or without prior notice to Artist, and City intends to maintain the Artwork on display, City shall make a reasonable good faith effort to engage Artist in the restoration of the Artwork and to compensate Artist for Artist's time and efforts at fair market value, which may be the subject of a future Agreement between Artist and City. However, City has no obligation under this Agreement to restore the Artwork to its original condition, to compensate Artist for any restoration work, or to maintain the Artwork on display. If Artist fails or refuses to negotiate with City in good faith with respect to any restoration, City may contract with any other qualified art conservator or artist for such restoration. During Artist's lifetime, City shall make best efforts not to display or de-accession only a portion of the Artwork without Artist's consent.

10.3.4 **Removal by Artist.** Where time permits, if City intends to take action that will destroy or significantly alter the Artwork, such as destruction of all or part of the site, and City determines that it will not remove the Artwork itself, City shall allow Artist to remove the Artwork at Artist's expense within 60 days of notice from the City of the need to remove the Artwork, in which case title shall revert to Artist. If Artist fails to remove the Artwork within that 60 day period, City may alter the Artwork in any manner, including destroying it, in City's sole discretion.

10.3.5 **Remedies.** If City breaches any of its obligations under this Section, Artist's remedies shall be limited as follows: If City inadvertently fails to provide a required prior notice of alteration, City will provide notice as soon as it discovers the omission, and before alteration of the Artwork if that remains possible. If City alters the Artwork without providing Artist a required prior notice of alteration, Artist shall be given the first right of refusal to restore the Artwork at the same location and City shall make reasonable efforts to provide funding for the restoration. If City funds cannot be made available after reasonable efforts are made to secure such funding, Artist may, but is not obligated to, restore the Artwork at Artist's expense. If Artist elects not to restore the Artwork, City may retain another artist or conservator to restore it, or may Alter the Artwork in any manner, at City's sole discretion.

10.4 If City alters the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with California Civil Code §987(d) and 17 U.S.C. §106A(a)(2).

10.5 Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of City, Artist retains Artist's moral rights in the Artwork, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim for alteration of the Artwork against a third party who is not an officer, employee, agent, successor or assign of City. City has no obligation to pursue claims against third parties to remedy or prevent alteration of the Artwork. However, as owner of the Artwork, City may pursue claims against third parties for damages or to restore the Artwork if the Artwork has been altered without City's authorization.

Section 11. INTELLECTUAL PROPERTY AND PUBLICITY RIGHTS

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11.1 **Copyright**. Subject to usage rights and licenses granted to City hereunder, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. Artist's copyright shall not extend to predominantly utilitarian aspects of the Work, such as landscaping elements, furnishings, or other similar objects. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Work.

11.2 **City's Intellectual Property License**. Artist grants to City, and to City's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Work, the Artwork, and any original works of authorship created under this Agreement, whether in whole or in part, in all media (including electronic and digital) throughout the universe:

11.2.1 **Implementation, Use and Display.** City may use and display the Work (to the extent the Work includes graphic representations or models) and the Artwork. To the extent the Work involves design elements that are incorporated by City into the design of the site, City may implement such elements at the site.

11.2.2 **Reproduction and Distribution.** City may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions. City may use such reproductions for any City-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, gifts for City benefactors, documentation of City's Public Art Collection, and catalogues or similar publications. City shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the City. The proceeds from the sale of any such reproductions shall be used to maintain and support City's Public Art Collection or for any other public purposes that City deems appropriate. The license granted hereunder includes the right to create 2-dimensional reproductions on items such as tote-bags, T-shirts, coffee mugs and similar merchandise. Nothing hereunder shall be construed to constrain Artist from creating posters, note cards, or other reproductions of the Artwork with appropriate credit to the City.

11.2.3 **Public Records Requests.** Any documents provided by Artist to City are public records and City may authorize third parties to review and reproduce such documents pursuant to public records laws, including the San Francisco Sunshine Ordinance and California Public Records Act.

11.3 **Third Party Infringement**. The City is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

11.4. **Credit.** All reproductions by the City shall contain a credit to the Artist and a copyright notice substantially in the following form: "Brian Keith (c), 2023." The Artist shall use his/her best efforts to include a credit reading substantially "An original work commissioned by the City of Dublin, California" in any public showing under the Artist's control of reproductions of the Work.

11.5 **Publicity.** City shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork including all advertising and promotional materials regarding City or the City. Artist shall be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the Artwork.

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11.6 **Trademark.** In the event that City's use of the Artwork creates trademark, service mark or trade dress rights in connection with the Artwork, City shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

11.7 **Resale Royalty.** If City sells the Artwork as a fixture to real property, and if the resale value of the Artwork is not itemized separately from the value of the real property, the parties agree that the resale price of the Artwork shall be presumed to be less than the purchase price paid by City under this Agreement. Thus, City has no obligation to pay resale royalties pursuant to California Civil Code §986 or any other law requiring the payment of resale royalties. If City sells the Artwork as an individual piece, separate from or itemized as part of a real property transaction, City shall pay to Artist a resale royalty to the extent required by law, based upon the sale price of the Artwork.

11.8 If for any reason the proposed design is not implemented, all rights to the proposed artwork shall be retained by the Artist. The City shall have no right to implement the proposed artwork, whether or not protected by copyright, unless and until the City and the Artist enter into a subsequent agreement for the implementation of the proposed design.

Section 12. OWNERSHIP OF RESULTS AND RISK OF LOSS

12.1 **Title Transfer.** Except in the case of early termination of this Agreement, title to the Artwork shall transfer from Artist to City upon the City's Final Acceptance of the Artwork. Title transfer shall be self-executing upon City's Final Acceptance. Artist will cooperate in providing to City any title transfer documents City may request or require during or after the Term of this Agreement.

12.2 **Risk of Loss.** The risk of loss or damage to the Artwork shall be borne solely by Artist until Final Acceptance of the Artwork by the City. Artist shall take steps to protect the Artwork from loss or damage. The City staff shall make a good faith effort to inspect the Artwork within 15 days after completion so that the City can approve the Artwork by resolution in a timely fashion.

12.3 **Ownership of Documents.** Conceptual Design, Design Development Documents, Construction Documents, Samples, Mock-ups and all other documents prepared and submitted by Artist to the City pursuant to this Agreement shall belong to the City. Artist may retain originals of such documents and items and provide copies to City.

Section 13. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Artist, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Artist and its agents, representatives, employees, and subcontractors. Artist shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Artist 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 Artist's bid. Artist shall not allow any subcontractor to commence work on any subcontract until Artist has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

13.1 **Workers' Compensation**

13.1.1 **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'

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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.

13.1.2 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.

13.2 Commercial General and Automobile Liability Insurance.

13.2.1 General requirements. Artist, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, TWO MILLION DOLLARS ($2,000,000.00) aggregate, 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.

13.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9 ("any auto"). No endorsement shall be attached limiting the coverage.

13.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Artist, including the insured's general supervision of Artist; products and completed operations of Artist; premises

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owned, occupied, or used by Artist; and automobiles owned, leased, or used by the Artist. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

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

c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

d. Any failure of Artist to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Artist shall notify City within 14 days of notification from Artist's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

13.3 All Policies Requirements.

13.3.1 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.

13.3.2 Verification of coverage. Prior to beginning any work under this Agreement, Artist shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

13.3.4 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

13.3.5 Deductibles and Self-Insured Retentions. Artist shall disclose to and obtain the 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.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Artist may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Artist procure a bond, guaranteeing payment of

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losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

13.3.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Artist shall provide written notice to City at Artist's earliest possible opportunity and in no case later than five days after Artist is notified of the change in coverage.

13.4 **Remedies.** In addition to any other remedies City may have if Artist 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 Artist'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 Artist to stop work under this Agreement or withhold any payment that becomes due to Artist hereunder, or both stop work and withhold any payment, until Artist demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 14. INDEMNIFICATION AND ARTIST'S RESPONSIBILITIES. Artist shall indemnify, defend with counsel mutually selected by the City and Artist, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Artist or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Artist shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Artist or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Artist to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Artist from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Artist acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Artist or any employee, agent, or subcontractor of Artist 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, Artist shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Artist 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 15. STATUS OF ARTIST AS INDEPENDENT CONTRACTOR.

15.1 **Independent Contractor.** At all times during the term of this Agreement, Artist shall be an independent contractor and shall not be an employee of City. City shall have the right to control

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Artist only insofar as the results of Artist's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Artist accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Artist 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.

15.2 Nothing contained in this Agreement shall be construed as limiting the right of Artist to engage in his/her profession separate and apart from this Agreement so long as such activities do not interfere with the performance by Artist of his/her obligations as set forth in this Agreement.

15.3 **Artist No Agent.** Except as City may specify in writing, Artist shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Artist shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 16. LEGAL REQUIREMENTS.

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

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

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

16.4 **Licenses and Permits.** Artist represents and warrants to City that Artist 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. Artist represents and warrants to City that Artist 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, Artist and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

16.6 **Prevailing Wage.** Artist shall comply with any applicable state and local laws regarding payment of prevailing wages for Public Works projects.

Section 17. TERMINATION AND MODIFICATION.

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

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

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

17.2 **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. Artist understands and agrees that, if City grants such an extension, City shall have no obligation to provide Artist 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 Artist for any otherwise reimbursable expenses incurred during the extension period.

17.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

17.4 **Assignment and Subcontracting.** City and Artist recognize and agree that this Agreement contemplates personal performance by Artist and is based upon a determination of Artist'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 Artist. Artist may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Artist 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.

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

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

17.6.1 Immediately terminate the Agreement;

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

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17.6.3 Retain a different Artist to complete the work described in Exhibit A not finished by Artist; or

17.6.4 Charge Artist 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 Artist pursuant to Section 2 if Artist had completed the work.

Section 18. KEEPING AND STATUS OF RECORDS.

18.1 **City Access to Artwork; Inspection of Work and Artwork.** City shall have the reasonable right to, at its sole expense, inspect the Work, including the Artwork, at the fabrication Site during any phase of the project at any time. In the event that all or part of the Work is created in a location other than the Site, the City shall have the right to inspect the Work, including the Artwork, at any phase of the project following 48 hours written notice from the City to the Artist. The Artist shall be responsible for facilitating City's prompt access to Artist's property or the property of the Artist's subcontractors where the Work or portions of the Work are being fabricated or installed.

18.2 **Status Reports.** Artist shall submit written reports regarding the status of the Work, including the Artwork, as may be reasonably requested by the City. The City shall determine the format for the content of such reports. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

18.3 **Artist Availability.** Artist or Artist's authorized agent shall be available at Artist's sole expense for up to 2 visits to Dublin to ensure the proper installation and operation of the Artwork. During each visit to Dublin, unless otherwise agreed upon by the City, the Artist's visit shall last for at least a full 8 hour day.

18.4 **Records Created as Part of Artist's Performance.** With the exception of model submitted with initial proposal, 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 Artist prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Artist 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 Artist 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. It is also agreed that proposal model remains property of the Artist and will be returned to Artist after the finished sculpture is installed.

18.5 **Artist's Books and Records.** Artist 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 three (3) years, or for any longer period required by law, from the date of final payment to the Artist to this Agreement.

18.6 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Artist 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

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Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($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 three (3) years after final payment under the Agreement.

Section 19. MISCELLANEOUS PROVISIONS.

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

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

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

Artist 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 Sections 1090 *et seq.*

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

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

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

19.10 **Notices.** Any written notice to Artist shall be sent to:

Brian Keith
36 Canyon Hills Place
San Ramon, CA 94582
(925)642-0400
Brian@BrianKeithFineArt.com
www.briankeithfineart.com

Any written notice to City shall be sent to:

City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6645

19.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN	ARTIST
	DocuSigned by: Brian Keith 6156CDFD23D84A7...
City Manager	Brian Keith, Artist

Attest:

City Clerk

Approved as to Form:

City Attorney

2559640.1

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EXHIBIT A

ARTIST PROPOSAL

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Dublin Heritage Crossroads Monument

The use of sculpture has a way of capturing the essence of what a thousand words cannot describe. It can tell a rare, often unheard tale about an unrecognized life. Public art can also cause the footsteps of a person to slow down and ponder something of great value and meaning the way nothing else can. In considering the City of Dublin's Monument Sculpture for the Heritage Park and Museum, I hope to convey a story of history that captures the steadfastness and perseverance of the pioneering families of Dublin, and the historical influence and inspiration of the Ohlone native tribes who lived in the East Bay.

My concept designs were inspired by painters of the pioneer era such as Morgan Weistling. The storytelling of Norman Rockwell has also influenced my design by helping me to create engaging sculptures that tell a tale through expression, animated poses, and authentic clothing and time-era tools. In the design that I am submitting, I hope to have a work of art that engages the community and invites them to experience elements within the pioneering story of Dublin.

The overall rock-base is placed on a concrete footprint with granite pavers that are measured in an oval of 23 feet by 17 feet. The location of this artwork would be on display near the entry to the park on the corner of Dublin Blvd. and Donlon Way. I have integrated an oval design that is similar to that of the stage area located near to the bank. This allows for there to be a continued landscape design element within the park and this artwork. The pavers on the footprint will be a natural stone color, with an intersecting set of green pavers that depict a set of stagecoach tracks. Being the actual location of the Crossroads, I felt this was a very important element to include within the design.

Standing on top of the rock formation are four (115% life-size) figures at different elevations. A young girl(64" tall) is feeding sheep with a large feeding bottle that depicts how younger children had responsibilities and chores during ranch life. A teenage boy(73" tall) has his hands on the plow as he takes a brief rest, looking at the job he has just finished. The hard work is seen on his expression that he has on his satisfied and happy face. Also, a Blacksmith(84" tall) holds his hammer above the anvil depicting the way a rancher would need to be strong in his abilities to forge new tools and improvise ways of reusing items throughout the property. And finally, an Ohlone woman(72" figure) is sitting while she is weaving a basket, depicting the importance of this essential craft to their way of life. This location within the monument will allow for viewers to sit next to and have photo opportunities or textile learning experiences with.

This monument will be made of cast bronze and the foundation will be concrete and granite pavers. The sculptures for the bronze monument will be cast at Artworks Foundry in Berkeley, California, which is a premiere foundry for casting work. The timeline for the overall artwork to be sculpted, cast, and installed would place it at a March/April 2023 unveiling date.

The installation of the bronze figures would require a concrete pad to be poured, and masonry work to be completed displaying the beautiful granite pavers which would be the footprint for the rockwork that the figures stand on. The rock work(plans included in proposal) would be created on a metal structure that has concrete formed around it. This plan was created by OTL who does this similar work for locations throughout the country, and much of the rockwork at the San Diego Zoo. This allows for children to sit on the bench locations within the design and to include elements embedded within the sides of the rock formation including a pick axe, a mining plate, and several items depicting the presence and influence of the Native Tribes known within the East Bay. Installation would be relatively simple and would involve on site assembly of the rocks. And then the four sculpture elements with threaded rods and industrial epoxy would be permanently installed. Maintenance would be very minimal due to the durability of bronze, requiring only a 6-8 month wash and waxing of the bronze figures.

I am very honored to be considered for this important project. It is my intention to create a monument that will commemorate the legacy of pioneering families of Dublin, the City's unique Ohlone heritage, and the history of this particular Crossroads location. I look forward to working with you to ensure that my efforts are as meaningful as possible and reflects the values and hopes for this monument.

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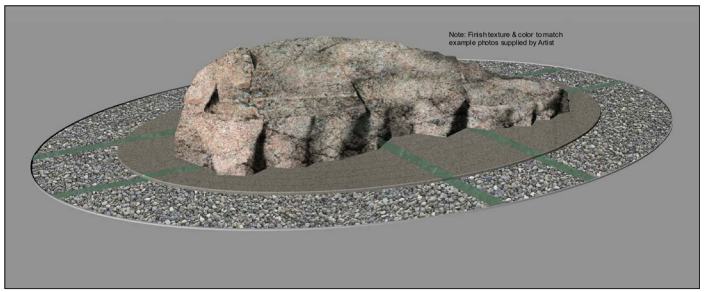
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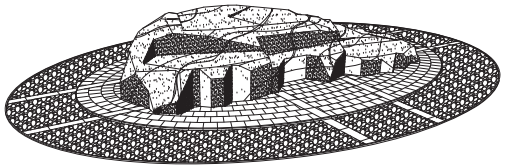
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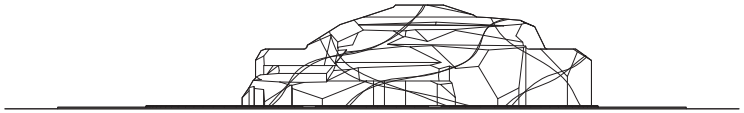




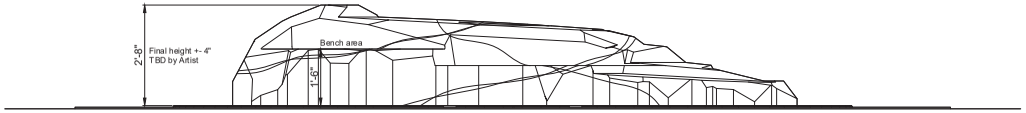
8 Sculpture Base Rendering
Not to Scale



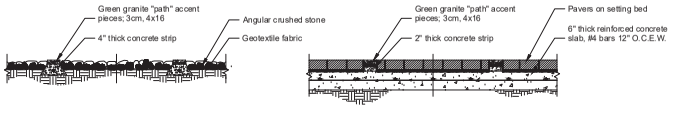
7 Sculpture Base Perspective
Not to Scale



6 Sculpture Base Elevation
Scale: 3/4" =1'-0"

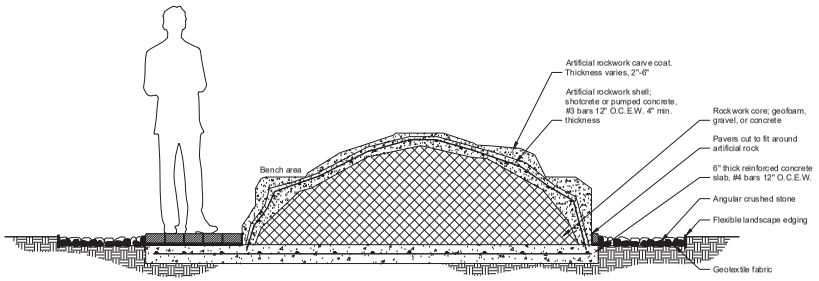


5 Sculpture Base Elevation
Scale: 3/4" =1'-0"



4 Section Detail
Scale: 3/4" =1'-0"

3 Section Detail
Scale: 3/4" =1'-0"

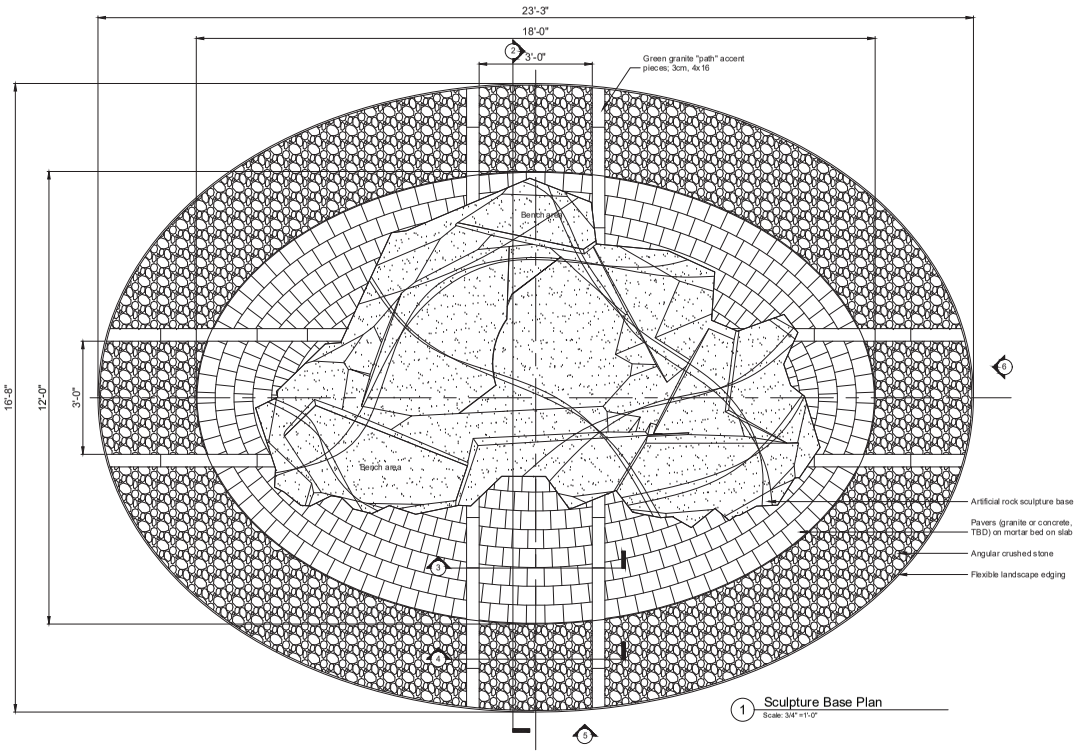


2 Sculpture Base Section
Scale: 3/4" =1'-0"

Notes:

The rockwork shown is a geometric simplification meant to establish scale, proportions, and general concept. Final rockwork to be carved and textured in a realistic manner, to match reference photos supplied by the Artist

Flat areas for sculpture installation to match maquette by Artist



1 Sculpture Base Plan
Scale: 3/4" =1'-0"

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Paver samples

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EXHIBIT B

SCOPE OF WORK

SCHEDULE FOR COMPLETION OF WORK. The following fabrication schedule shall be adhered to in the performance of the work. During the term of this Agreement, the City Project Manager must approve Artist's work at each phase of development before the Artist proceeds to the next phase. The City Project Manager for this Agreement is:

Shaun Chilkotowsky
Heritage and Cultural Arts Manager
100 Civic Plaza
Dublin, CA 94568
(925) 556-4565
Shaun.chilkotowsky@dublin.ca.gov

EXECUTION OF CONTRACT

DELIVERABLES:	DUE DATE:
• Fully Executed Contract	February, 2022 (EST.)
• Evidence of All Required Insurance, Dublin Business License	February, 2022 (EST.)

PHASE I: DESIGN/ENGINEERING

The scope of work under this phase includes research phase and completion of engineering documents for the artwork and base.

- The Artist shall work with a California licensed engineer to provide the City with stamped drawings for the Artwork and base. Drawings include civil/landscape drawings the include site location, utilities, and electrical connections, and structural drawings that include all necessary calculations
- Phase shall be considered complete when stamped engineering documents are received by the City Project Manager and approved by the City. Payment may be released earlier than the date specified should the Phase be deemed complete.

DELIVERABLES:	DUE DATE:
• Engineered Drawings	April 30, 2022 (EST.)

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PHASE II(A&B): SCULPTURE FABRICATION - CLAY MODELS

The scope of work under this phase includes completion of the clay models of the four artwork figures.

- Artist will complete the clay models, according to the designs previously approved by the City. This includes thoughtful research to ensure accurate representation of the figures while the clay models are being developed.
- Should artist wish to make changes during the clay modeling process, Artist will obtain City's written approval for any changes substantial enough to be visible to a layperson.
- Phase will be considered complete when all deliverables have been received by City Project Manager. Payment may be released earlier than date specified should Phase be deemed complete.
- This Phase will have two milestones, with 50% of the clay models completed and approved followed by the remaining 50% of the clay models completed and approved.

DELIVERABLES:	DUE DATE:
• Progress Report to indicate any potential change to project timeline.	August 1, 2022 (EST.)
• Studio Tour for City Representatives to see and sign off on Clay Models of the four Artwork Figures. Following the City's approval, there will be no changes to the design without mutual consent of the Artist and the City.	October 30, 2022 (EST.)

PHASE III: SCULPTURE FABRICATION – MOLDS/WAX

The scope of work under this phase includes the completion of the mold/wax process:

- Artist will complete the molds/wax, according to the clay figures previously approved by the City.
- Should artist wish to make changes during the wax/mold process, Artist will obtain City's written approval for any changes substantial enough to be visible to a layperson.
- Phase will be considered complete when all deliverables have been received by City Project Manager. Payment may be released earlier than date specified should Phase be

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deemed complete.

DELIVERABLES:	DUE DATE:
• Studio/Foundry tour for City representatives to see and sign off on clay molds/wax artwork figures. Following the City's approval, there will be no changes to the design without mutual consent of the Artist and the City.	December 1, 2022 (EST.)
• Confirmation to the City that the molds/wax have been completed and are acceptable for casting.	December 1, 2022 (EST.)
• Progress Report to indicate any potential change to project timeline.	November 15, 2022 (EST.)

PHASE IV: SCULPTURE FABRICATION – BRONZE CASTING, SITE & STONE WORK

The scope of work under this phase includes casting of all bronze parts and concrete/electrical work for the artwork base, which is considered part of the Artwork:

- Artist and Foundry will complete the bronze castings, according to the molds created in the previous phase.
- Artist shall coordinate Artist's on-site work for the artwork base through the City Project Manager.
- Artist's, in cooperation with concrete and electrical subs will complete the artwork base, as shown in previously approved engineered drawings, in preparation for installation of the bronze figures.
- Artist shall work cooperatively with the City to draft Artist Statement, which is to be incorporated into the plaque installed at the site. The City requires that all signage to be displayed on City property adhere to conventionally accepted spelling and punctuation, proper grammar and City style preferences.
- Phase will be considered complete when all deliverables have been received by City Project Manager. Payment may be released earlier than date specified should Phase be deemed complete.

DELIVERABLES:	DUE DATE:

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• City approval of an Artist Vision Statement and signage text.	December 1, 2022 (EST.)
• Foundry Tour for City Representatives to see and sign off on bronze castings of the four Artwork Figures. Following City approval, there will be no changes to the design without mutual consent of the Artist and the City.	January 30, 2023 (EST.)
• City Project Manager's and/or Special Inspector's sign off on concrete and electrical portions of the project.	January 30, 2023 (EST.)
• Progress Report to indicate any potential change to project timeline.	December 15, 2022 (EST.)

PHASE V: INSTALLATION

The scope of work under this phase includes the installation of the figures and plaque and signage:

- Prior to transportation and installation of Artwork, Artist's structural engineer shall verify in writing that the preparation of the artwork attachment or mounting system and installation is being implemented in accordance with the signed stamped structural engineering drawings.
- Artist shall prepare the Artwork for transportation in accordance with customary industry standards for the transportation of fine works of art.
- Artist shall create with the City Project Manager an installation plan indicating the staging and sequence of all aspects of installation. The Installation Plan must include a detailed description of the estimated duration of installation, the equipment to be used, and all workers who will be on site to assist.
- Artist shall coordinate Artist's on-site work for the artwork base through the City Project
- No damages or claims by Artist will be allowed other than an extension of time for the completion of Work. Such an extension will be for the period of time City shall consider Artist to have been delayed in the completion of Work by reason of the work of other Contractors or workers.
- Artist shall deliver all information necessary for the City to properly care for and maintain the Artwork, including information regarding the physical make-up of the Artwork, methods and materials, and information about the artistic intent of Artist in the Design, Fabrication and Installation of the Artwork

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- Phase will be considered complete when all deliverables have been received by City Project Manager.
- Artist is invited, but not required, to attend artwork dedication event. Artist will be given at least one months' notice of the selected dedication date. While every effort will be made to coordinate with the Artist's schedule, the dedication event will not be rescheduled in the event that the Artist is unable to attend on the selected date.

DELIVERABLES:	**DUE DATE:**
1. Delivery and Installation Plan developed with City Project Manager and Design Team	February 1, 2023 (EST)
2. Successful installation of Artwork.	March 15, 2023 (EST)
3. Final inspection of the Artwork immediately after installation.	March 30, 2023 (EST)
4. Final inspection by the City of Dublin and closed permits.	Within 30 Days of Installation
5. Receipt of Artwork Maintenance Records	Within 30 Days of Installation

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EXHIBIT C

PAYMENT SCHEDULE

PHASE OF WORK	DESCRIPTION OF PHASE	% COMPLETION By Phase	% COMPLETION Overall	ARTIST FEE
EXECUTION	Execution of Contract	15%	15%	$52,500
Phase I	Engineering	10%	25%	$35,000
Phase II(a)	Clay Models	15%	40%	$52,500
Phase II(b)	Clay Models	15%	55%	$52,500
Phase III	Molds/Casting	15%	70%	$52,500
Phase IV	Concrete/Electrical	15%	85%	$52,500
Phase V	Installation and Closeout	15%	100%	$52,500
		TOTAL ARTIST FEE		**$350,000**

CITY OF DUBLIN
FISCAL YEAR 2021-22
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X | Budget Transfer Between Funds _____

From Designated Reserves _____ | Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
EXP: Heritage Park Public Art (PK0222)			
PK0222.9400.9401 (Improvements)			$375,000
PK0222.9400.9401 (Improvements)			$75,000
3500.9501.49999 (Transfers In)			$450,000
PK0222.2801 (2801.9501.89101) -Public Art Fund Transfers Out			$450,000

REASON FOR BUDGET CHANGE

Move project budget in FY 22-23 in the amount of $375,000 to FY21-22 as project is ahead of schedule; and increase the project budget by $75,000 for the Monumental Sculpture

As Presented at the City Council Meeting 2/15/2022

************Finance Use Only************

Posted By: _____ Date: _____

Number PK0222 **Heritage Park Public Art - CIP 2020-2025 Current Budget** Program Public Art

PROJECT DESCRIPTION

This Public Art project will be completed at Dublin Heritage Park and Museums, located at the corner of Dublin Boulevard and Donlon Way. The project budget is based on the Public Art in-lieu contribution required by the Schaefer Ranch Development agreement. This project could include a monument piece at the northern edge of the park along Dublin Boulevard as well as sculpture benches, culture walks, diversity streams, and artifact cubes as originally outlined in the Heritage Park Master Plan. These artistic elements will represent Dublin's rich heritage, culture, and diversity.

Project planning is expected to begin in Fiscal Year 2021-2022.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Parks & Community Services

			2020-2025 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2020-2021 BUDGET**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits			$9,700					$9,700
9200	Contract Services			$100,000					$100,000
9400	Improvements				$375,000				$375,000
9500	Miscellaneous			$35,000					$35,000
TOTAL				**$144,700**	**$375,000**				**$519,700**

FUNDING SOURCE		**PRIOR YEARS**	**2020-2021 BUDGET**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**FUTURE YEARS**	**TOTALS**
2801	Public Art Fund			$144,700	$375,000				$519,700
TOTAL				**$144,700**	**$375,000**				**$519,700**

ANNUAL OPERATING IMPACT								

Number PK0222 **Heritage Park Public Art - CIP 2020-2025 - Post Adjustment Budget** Program Public Art

PROJECT DESCRIPTION

This Public Art project will be completed at Dublin Heritage Park and Museums, located at the corner of Dublin Boulevard and Donlon Way. The project budget is based on the Public Art in-lieu contribution required by the Schaefer Ranch Development agreement. This project could include a monument piece at the northern edge of the park along Dublin Boulevard as well as sculpture benches, culture walks, diversity streams, and artifact cubes as originally outlined in the Heritage Park Master Plan. These artistic elements will represent Dublin's rich heritage, culture, and diversity.

Project planning is expected to begin in Fiscal Year 2021-2022.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Parks & Community Services

			2020-2025 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2020-2021 BUDGET**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits			$9,700					$9,700
9200	Contract Services			$100,000					$100,000
9400	Improvements			$450,000					$450,000
9500	Miscellaneous			$35,000					$35,000
TOTAL				**$594,700**					**$594,700**

FUNDING SOURCE		**PRIOR YEARS**	**2020-2021 BUDGET**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**FUTURE YEARS**	**TOTALS**
2801	Public Art Fund			$594,700					$594,700
TOTAL				**$594,700**					**$594,700**

ANNUAL OPERATING IMPACT								

Agenda Item 4.3

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Treasurer's Informational Report of Investments for the Quarter Ending December 31, 2021
Prepared by: Chris Rhoades, Financial Analyst

EXECUTIVE SUMMARY:

The City Council will receive an informational report of the City's investments through the quarter ending December 31, 2021 including a monthly transaction ledger. The City's investment portfolio for this period totaled $382,522,878 (market value) with an average market yield of 0.60%. As required by the Policy, the City Treasurer (Administrative Services Director) affirms that the City is able to meet its expenditure requirements for the next six months.

STAFF RECOMMENDATION:

Receive the City Treasurer's Informational Report of Investments for the Quarter Ending December 31, 2021.

FINANCIAL IMPACT:

There is no financial impact resulting from this report. Investments are made in accordance with the City Investment Policy and State Law. Interest earned is apportioned between funds (i.e., General Fund, Gas Tax Fund, etc.) based upon their proportionate share of the total cash balance. Based on the financial needs of the City including the timing of revenues and expenditures, the quarterly cash balance can vary from quarter to quarter.

DESCRIPTION:

The total investment portfolio (market value) consists of $233,062,790 managed by Chandler Asset Management (Chandler), and $149,460,088 invested by the City in local government pools, the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). The average market yield of the Chandler portfolio and the local pools was 0.91% and 0.11% respectively.

The total investment portfolio balance fluctuates throughout the year due to normal cash flow needs and includes both discretionary and restricted funds.

Economic Update Highlights

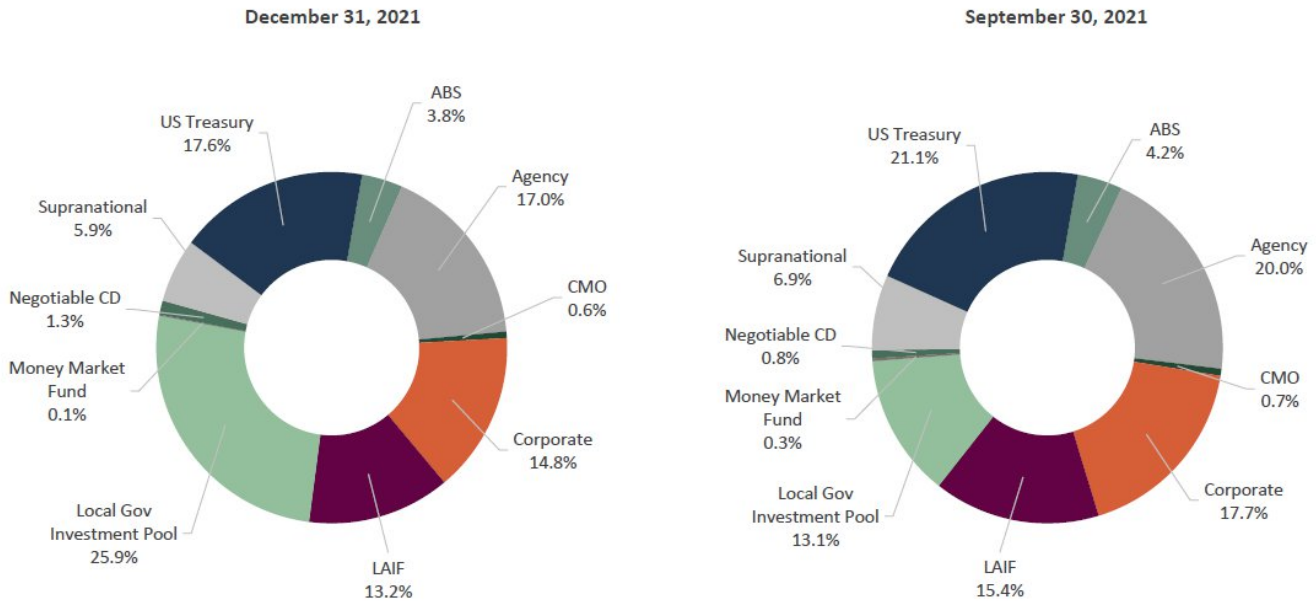
The following are some highlights from the Economic Update included in the Investment Report prepared by Chandler (Attachment 1).

Chandler believes economic growth is likely to moderate but remain above trend in 2022, as US fiscal support begins to wane and the Federal Reserve becomes less accommodative. Chandler expects that continued improvement in the labor market, particularly an increase in the participation rate, will help drive economic growth this year as the health situation improves. Consumer spending, the largest component of US GDP, should also remain solid, supported by healthy consumer balance sheets and an improving labor market, in Chandler's view. Chandler anticipates inventory rebuilding will likely be a significant driver of US GDP growth in the second half of the year as well. Chandler's outlook is predicated on an improving global health backdrop, though risks to the downside remain. Over the near term, Chandler believes the Omicron variant will hinder economic growth and expects financial market volatility will be elevated. Inflation readings continue to run hot, but Chandler believes inflation may be at or near a peak and pricing pressures are likely to abate as we move through the year.

City of Dublin Portfolio

The City's aggregate portfolio has maintained a healthy balance of investment types with minimal change from the prior quarter as shown below in Chart 1.

Chart 1: Investments by Type
December 31, 2021 and September 30, 2021



The market value of the City's portfolio increased by $54,394,775 from the September 30, 2021 quarter. A significant component of this increase from the prior quarter and, in turn, the increase over the prior year, is the receipt of the 2021 Lease Revenue Bond funds, exceeding $20 million. Outside the receipt of the bond funds, the quarterly change results from the normal fluctuations in the timing of incoming revenue, predominantly the receipt of property tax allocations, over $22 million, and sales tax revenue, and expenditures on Capital Projects as well as payments to Alameda County for Police and Fire Services. The City's portfolio increased $55.4 million from the same quarter the prior year due to the excess of revenues over expenditures trending on an annual basis (see Table 1 below). Overall market yield-to-maturity stays consistent at 0.60% (shown in Table 2) due to the factors discussed in the Economic Update Highlights. For detailed monthly transactions, see Attachment 2.

Table 1: Portfolio Values and Yield to Maturity

Holdings	December 31, 2020 Market Value	September 30, 2021 Market Value	December 31, 2021 Par Value	Book Value	Market Value	% of Subtotal	% of Total Portfolio	Book Yield	Market Yield
Managed by City									
LAIF	50,189,403	50,364,764	50,395,433	50,395,433	50,395,433	33.7%	13.3%	0.22%	0.22%
CAMP	59,605,094	43,129,270	99,038,042	99,038,042	99,038,042	66.3%	26.1%	0.05%	0.05%
SUBTOTAL	109,794,497	93,494,034	149,433,475	149,433,475	149,433,475	100.00%	39.35%	0.11%	0.11%
Accrued Interest	73,594	27,810			26,613				
	109,868,091	93,521,844			149,460,088				
Managed by Chandler									
ABS	8,651,697	13,665,558	14,798,561	14,798,588	14,715,444	6.3%	3.9%	0.60%	0.80%
Agency	88,099,396	65,306,279	63,570,000	63,862,223	64,567,126	27.8%	16.7%	1.63%	0.78%
CMO	-	2,138,464	2,000,000	2,128,606	2,102,544	0.9%	0.5%	0.72%	1.19%
Money Market	1,494,033	809,873	287,150	287,150	287,150	0.1%	0.1%	0.01%	0.01%
Negotiable CD		2,500,588	5,000,000	5,000,099	4,996,560	2.2%	1.3%	0.23%	0.34%
Supranational	9,291,429	22,656,506	22,740,000	22,701,331	22,424,573	9.7%	6.0%	0.96%	1.01%
Corporate	49,090,006	57,831,563	55,155,000	55,606,179	56,130,717	24.2%	14.5%	1.93%	1.13%
US Treasury	59,632,976	68,951,352	66,750,000	66,661,201	66,952,848	28.8%	17.6%	1.47%	0.87%
SUBTOTAL	216,259,536	233,860,181	230,300,712	231,045,377	232,176,962	100.00%	60.65%	1.49%	0.91%
Accrued Interest	996,234	746,077			885,828				
	217,255,770	234,606,258			233,062,790				
TOTAL PORTFOLIO	327,123,861	328,128,102	379,734,186	380,478,852	382,522,878		100.00%		0.60%
			Change from Prior Year		55,399,017				
			Change from Prior Quarter		54,394,775				

Table 2: Quarterly Holdings (Market Value) by Type, and YTM, 5 Quarters

Holdings (Market Value)	12/31/20	3/31/21	6/30/21	9/30/21	12/31/21
LAIF/CAMP	109,794,497	95,786,151	97,647,167	93,494,034	149,433,475
ABS	8,651,697	7,785,198	9,835,052	13,665,558	14,715,444
Agency	88,099,396	78,831,782	75,581,659	65,306,279	64,567,126
CMO	-	-	-	2,138,464	2,102,544
Money Market	1,494,033	7,546,801	756,163	809,873	287,150
Negotiable CD	-	-	2,499,825	2,500,588	4,996,560
Supranational	9,291,429	14,391,293	19,043,767	22,656,506	22,424,573
Corporate	49,090,006	48,771,479	54,161,172	57,831,563	56,130,717
US Treasury	59,632,976	67,900,673	71,745,729	68,951,352	66,952,848
Accrued Interest	*1,069,828*	*847,391*	*988,596*	*773,887*	*912,441*
TOTAL	327,123,861	321,860,767	332,259,129	328,128,102	382,522,878
YIELD TO MATURITY	0.28%	0.39%	0.39%	0.44%	0.60%

Funds Managed by the City

The City participates in two local agency investment pools managed by government finance professionals and treasurers: the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). The following table reflects the most recent quarterly yields.

Table 3: Quarterly Portfolio Yields, Recent 8 Quarters

Market Yield	LAIF	CAMP	Chandler
12/31/19	2.03%	1.77%	1.75%
3/31/20	1.74%	1.50%	0.89%
6/30/20	1.15%	0.48%	0.36%
9/30/20	0.66%	0.25%	0.30%
12/31/20	0.52%	0.12%	0.27%
3/31/21	0.35%	0.07%	0.46%
6/30/21	0.25%	0.05%	0.49%
9/30/21	0.21%	0.05%	0.56%
12/31/21	0.22%	0.05%	0.91%

STRATEGIC PLAN INITIATIVE:

Strategy 2, Objective D: Continue to maintain strong fiscal policies.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) City of Dublin Investment Report for Period Ending December 31, 2021
2) Transaction Ledger – October through December 2021

CHANDLER ASSET MANAGEMENT

City of Dublin

Period Ending December 31, 2021

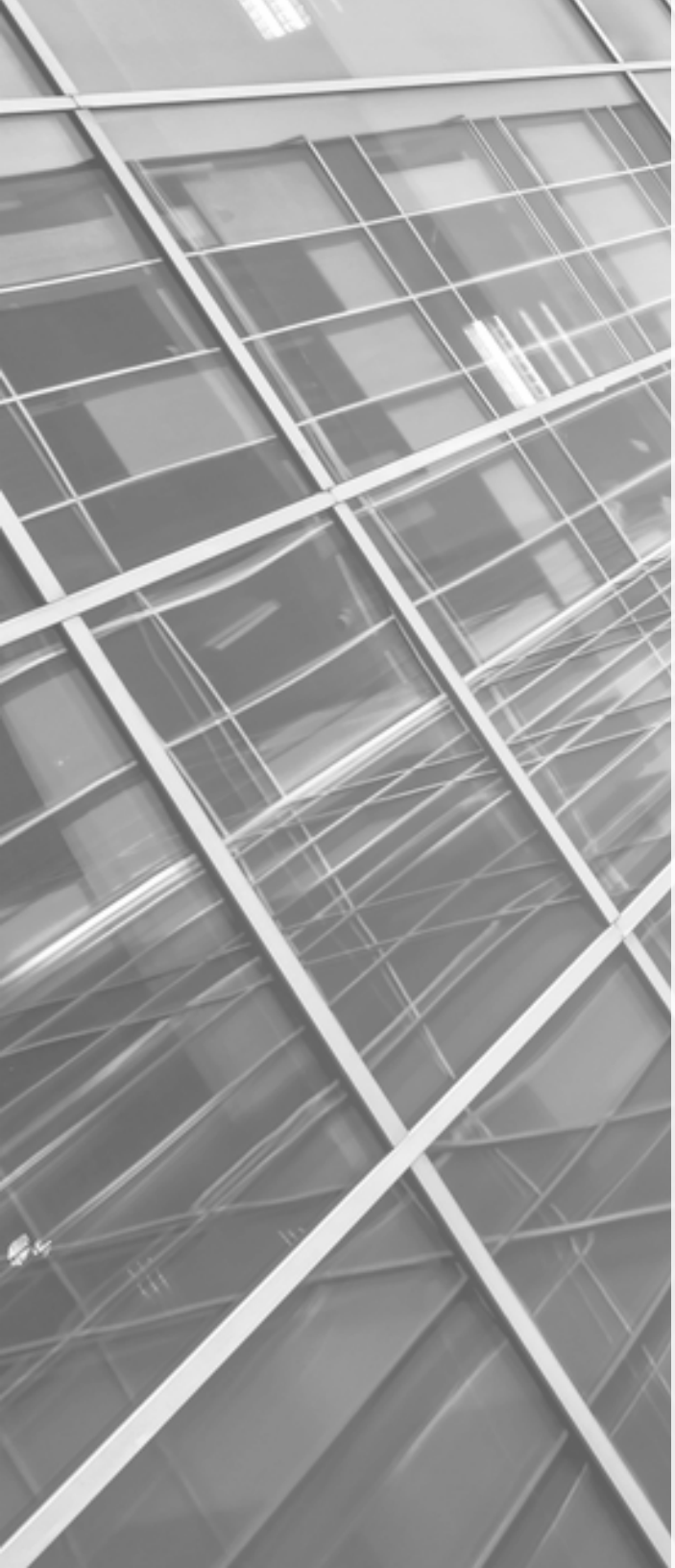
CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com



Table of Contents

As of December 31, 2021

SECTION 1	**Economic Update**
SECTION 2	**Account Profile**
SECTION 3	**Consolidated Information**
SECTION 4	**Portfolio Holdings**
SECTION 5	**Transactions**



Section 1 | Economic Update

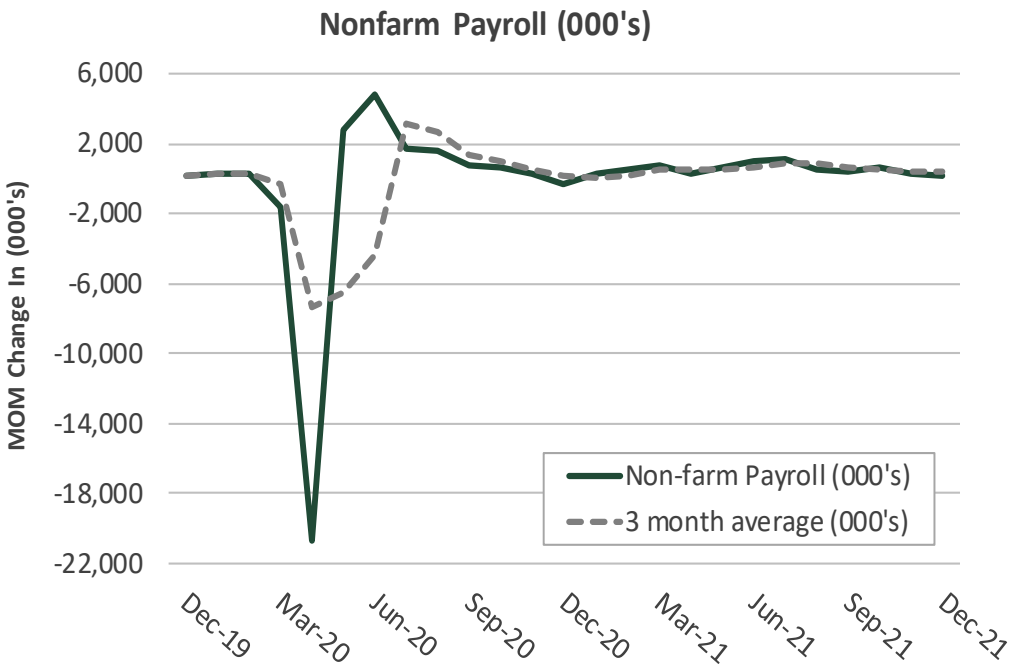
Economic Update

- We believe economic growth is likely to moderate but remain above-trend in 2022, as US fiscal support begins to wane, and the Federal Reserve becomes less accommodative. We expect continued improvement in the labor market, particularly an increase in the participation rate, will help drive economic growth this year as the health situation improves. Consumer spending, the largest component of US GDP, should also remain solid, supported by healthy consumer balance sheets and an improving labor market, in our view. We anticipate inventory rebuilding will likely be a significant driver of US GDP growth in the second half of the year as well. Our outlook is predicated on an improving global health backdrop, though risks to the downside remain. Over the near-term, we believe the omicron variant will hinder economic growth and we expect financial market volatility will be elevated. Inflation readings continue to run hot, but we believe inflation may be at or near a peak and pricing pressures are likely to abate as we move through the year.

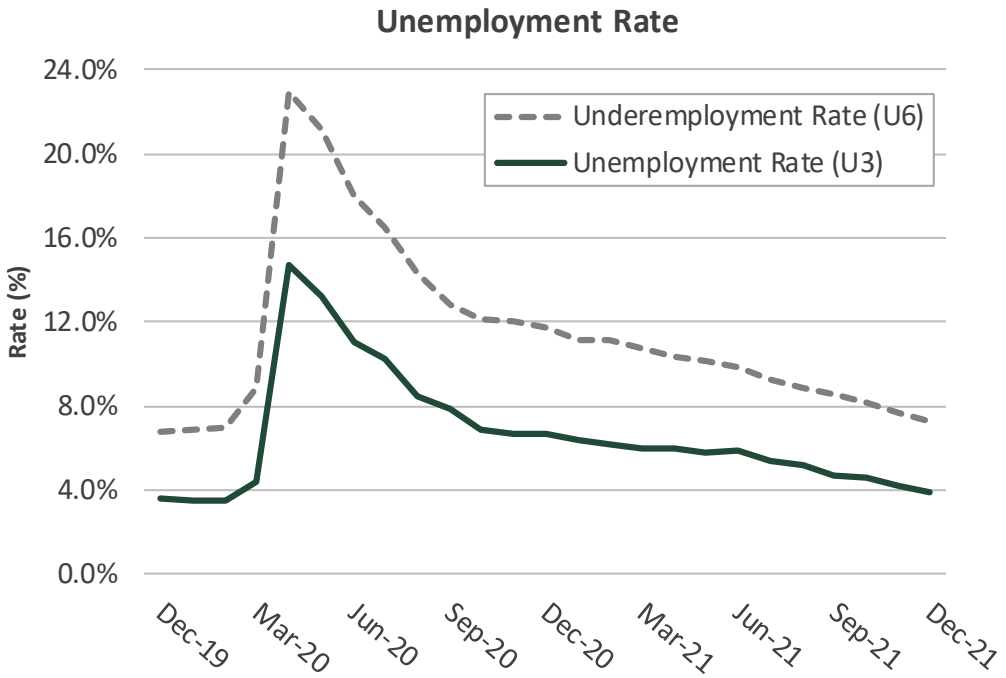
- The Federal Open Market Committee (FOMC) kept the fed funds target rate unchanged in December, in a range of 0.0%-0.25%, but announced plans to accelerate the pace of their tapering process. The Fed will reduce the magnitude of their monthly asset purchases by $30 billion in January, doubling the pace of the monthly reduction in asset purchases that began in November. Should the Fed continue to reduce their monthly asset purchases at the new pace, their bond-buying program would end this spring (late-March or mid-April). The FOMC's updated Summary of Economic Projections indicates that policymakers may be prepared to hike the fed funds rate three times in 2022 (based on the median estimate), up from the previous projection of just one 25 basis point hike. The Fed's updated projections suggest that these hikes would be amid a backdrop of strong economic growth. With inflation now more elevated and prolonged than originally anticipated, we believe the Fed's decision to accelerate the tapering process is prudent. However, we do not believe that monetary policy is on a pre-set course and expect the Fed will adjust policy if necessary, depending on developments in the economy.

- In December, the 2-year Treasury yield increased nearly 17 basis points to 0.73%, the 5-year Treasury yield increased ten basis points to 1.26%, and the 10-year Treasury yield increased about seven basis points to 1.51% in the month. So far in January, we have seen a relatively swift move upward in Treasury yields across the curve.

Employment



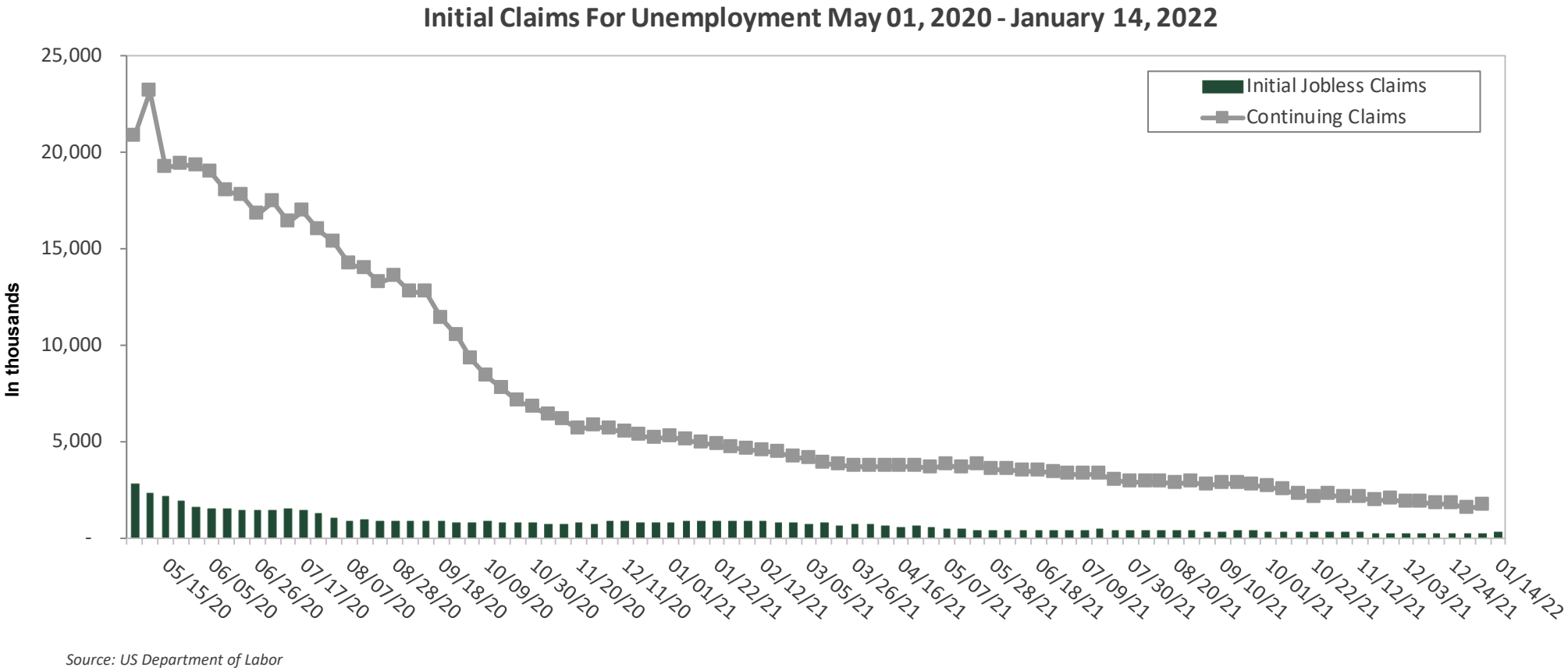
Source: US Department of Labor



Source: US Department of Labor

Job growth slowed in December, with US nonfarm payroll growth of just 199,000 in the month versus the consensus forecast of 450,000, but the unemployment rate still declined to 3.9%, the lowest level since February 2020. On a trailing 3-month and 6-month basis, payrolls increased an average of 365,000 and 508,000 per month, respectively, which still compares favorably to the average job gains in the five years leading up to the pandemic of about 196,000 per month. We believe a variety of factors are keeping some workers out of the labor force for now, which continues to hold back job growth despite strong demand from employers. The labor participation rate was unchanged in December at 61.9% and remains lower than the pre-pandemic level of 63.4%. The employment-population ratio increased to 59.5% in December form 59.3% in November, but also remains below the pre-pandemic level of 61.2%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, declined to 7.3% in December from 7.7% in November (versus 7.0% in February 2020). Annualized average hourly earnings rose 0.6% month-over-month and were up 4.7% year-over-year in December versus 5.1% in November.

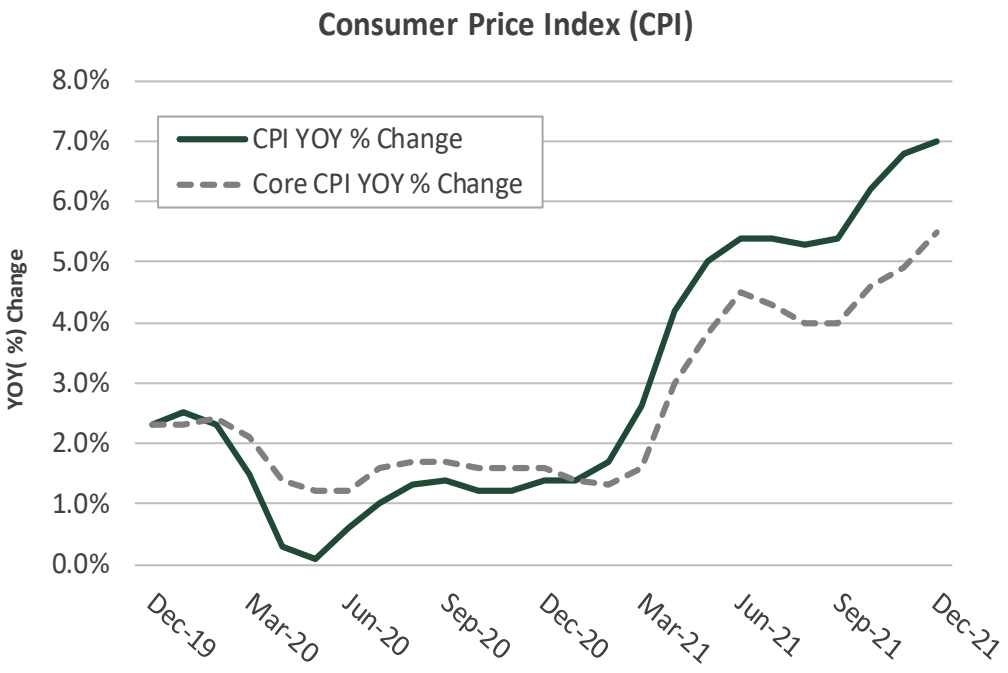
Initial Claims for Unemployment



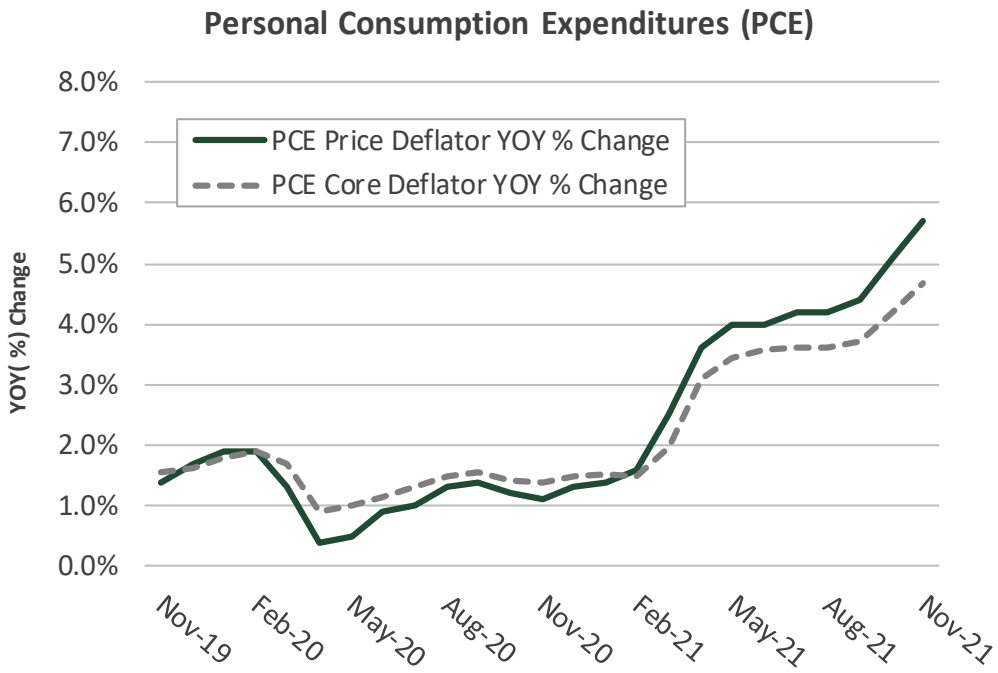
Source: US Department of Labor

In the most recent week, the number of initial jobless claims was 286,000, versus 231,000 in the prior week. The level of continuing unemployment claims (where the data is lagged by one week) declined to 1.635 million from 1.551 million in the prior week. Continuing jobless claims have declined significantly from the peak of nearly 25 million in May 2020, and are in the range of pre-pandemic levels (the 2019 average was 1.7 million).

Inflation



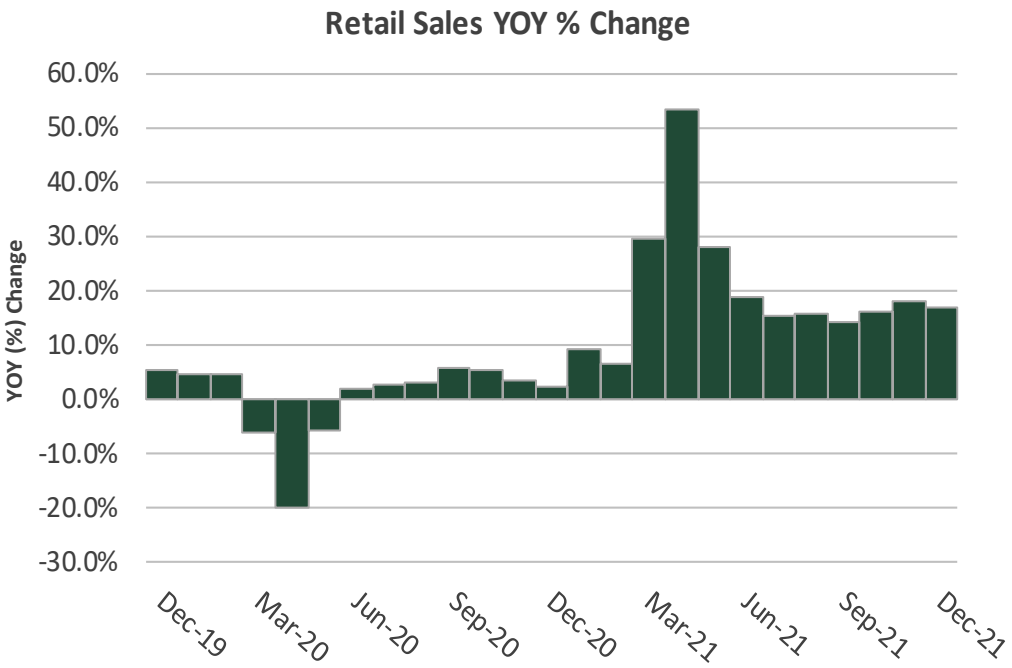
Source: US Department of Labor



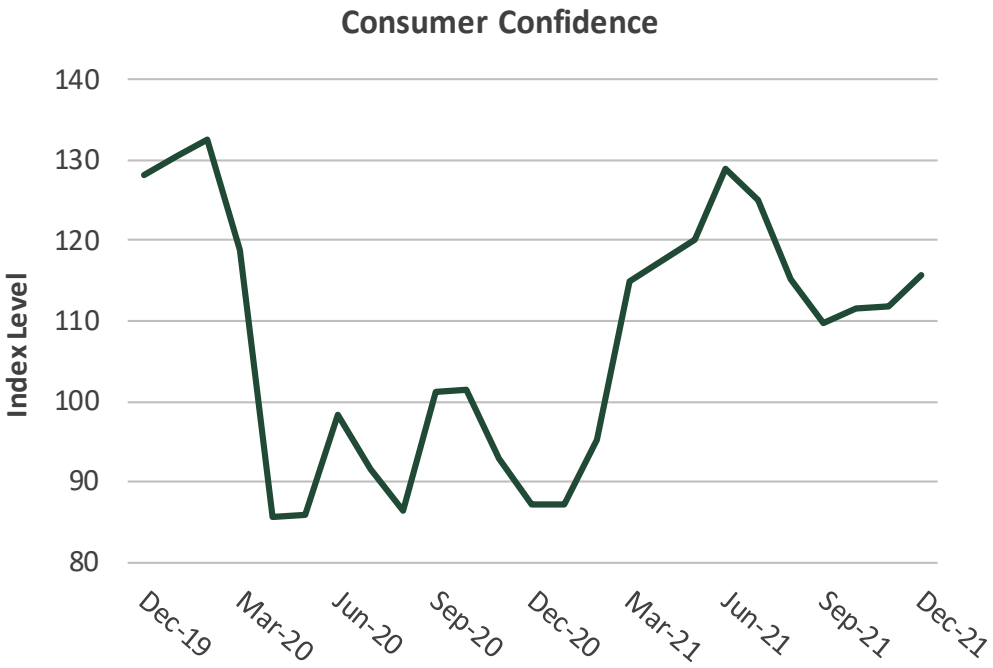
Source: US Department of Commerce

The Consumer Price Index (CPI) was up 7.0% year-over-year in December, versus up 6.8% year-over-year in November. Core CPI (CPI less food and energy) was up 5.5% year-over-year in December, versus up 4.9% in November. Pricing pressures were widespread in December, with notable gains for used cars and trucks, new vehicles, food, and rent. The Personal Consumption Expenditures (PCE) index was up 5.7% year-over-year in November, up from 5.1% in October. Core PCE was up 4.7% year-over-year in November, versus up 4.2% in October. Current inflation readings continue to run well above the Fed's longer-run target of around 2.0%. While we believe year-over-year inflation may be at or near a peak, and pricing pressures are likely to abate as we move through the year, we expect inflationary pressures will remain elevated over the near-term.

Consumer



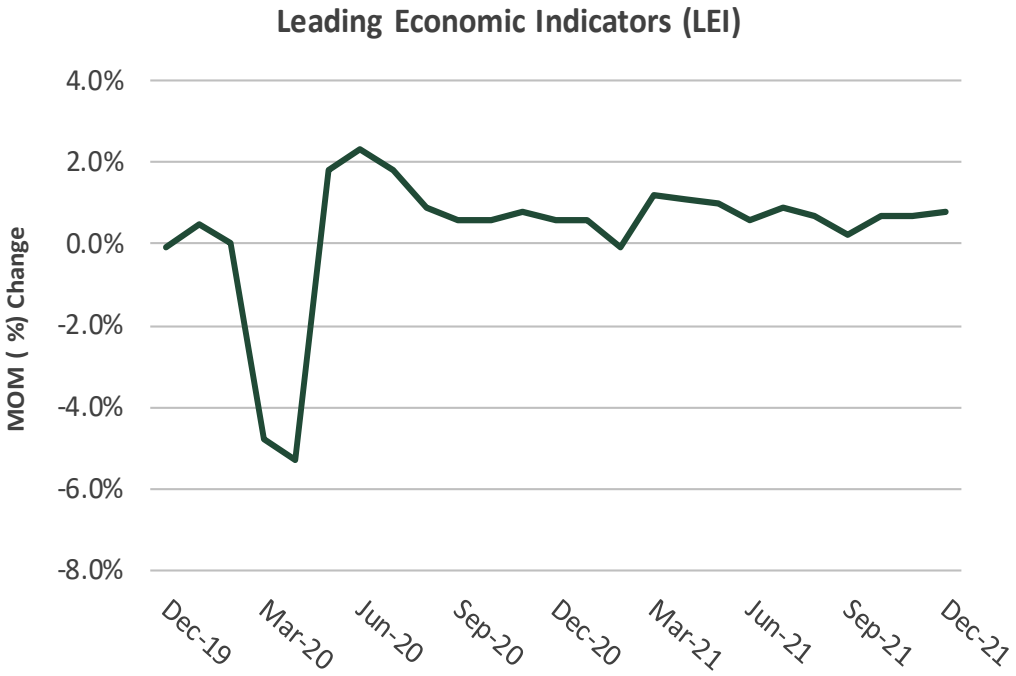
Source: US Department of Commerce



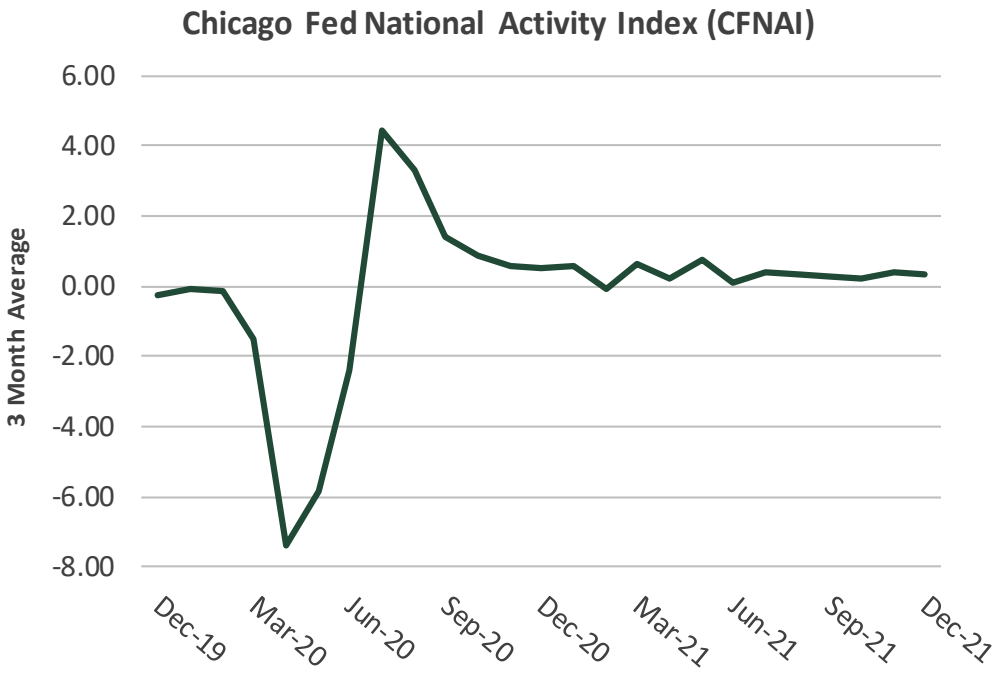
Source: The Conference Board

On a year-over-year basis, retail sales were up 16.9% in December versus up 18.2% in November. On a month-over-month basis, retail sales were softer than expected in December, down 1.9% versus expectations of down 0.1%, following a modest gain of just 0.2% in November. Excluding vehicles and gas, retail sales were down 2.5% month-over-month. In our view, the data suggests that consumers started shopping early in the holiday season and that high gas prices are likely taking some wallet share. We believe the surge in Omicron virus cases likely hindered December sales as well. We remain constructive on the outlook for consumer spending this year, but we believe the current surge in virus cases is likely to take a toll on January retail sales. Looking further ahead, we believe high levels of consumer savings along with improvement in the health situation and continued improvement in the labor market, should provide a healthy tailwind for consumer spending. The Consumer Confidence index increased to 115.8 in December from 111.9 in November. The improvement came despite the arrival of the omicron variant and still elevated inflation.

Economic Activity



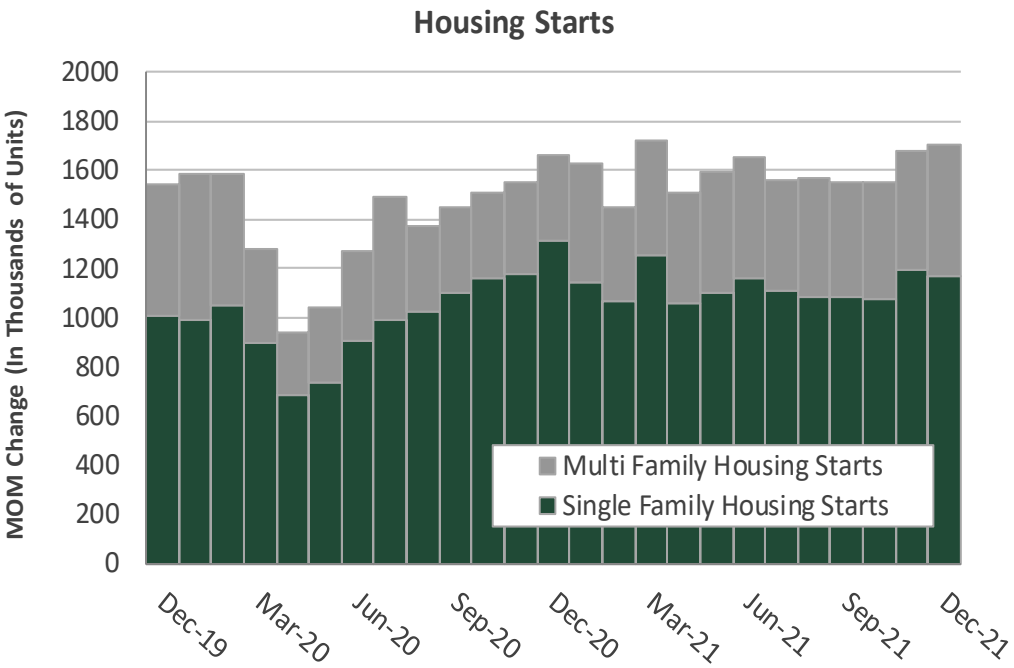
Source: The Conference Board



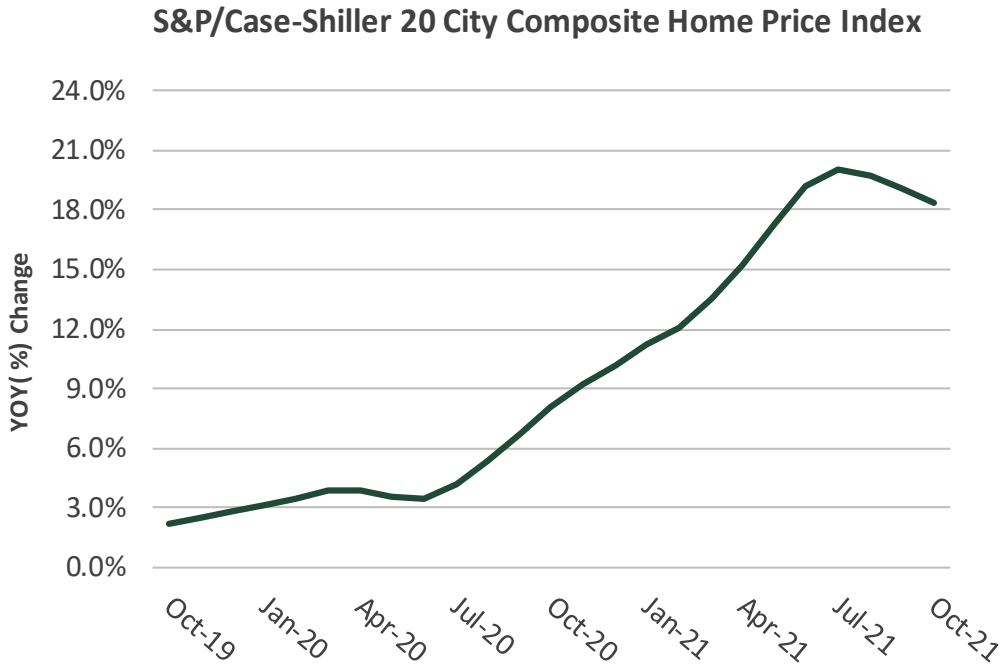
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) increased 0.8% month-over-month in December, following a 0.7% increase in November. On a year-over-year basis, the LEI was up 8.5% in December versus up 8.4% in November. The Conference Board believes the December increase in the LEI suggests that the economic expansion will continue into the spring, but they caution that headwinds from the virus, labor shortages, inflation, and expected rate hikes by the Fed pose risks to the outlook. The Conference Board expects GDP growth to moderate in the first quarter to 2.2% but they are forecasting 3.5% growth for the full year. Meanwhile, the Chicago Fed National Activity Index (CFNAI) declined to -0.15 in December from 0.44 in November, suggesting that economic growth declined in December. We believe the rapid spread of the Omicron variant in December contributed to the overall decline. On a 3-month moving average basis, the CFNAI increased to 0.33 in December versus 0.40 in November.

Housing



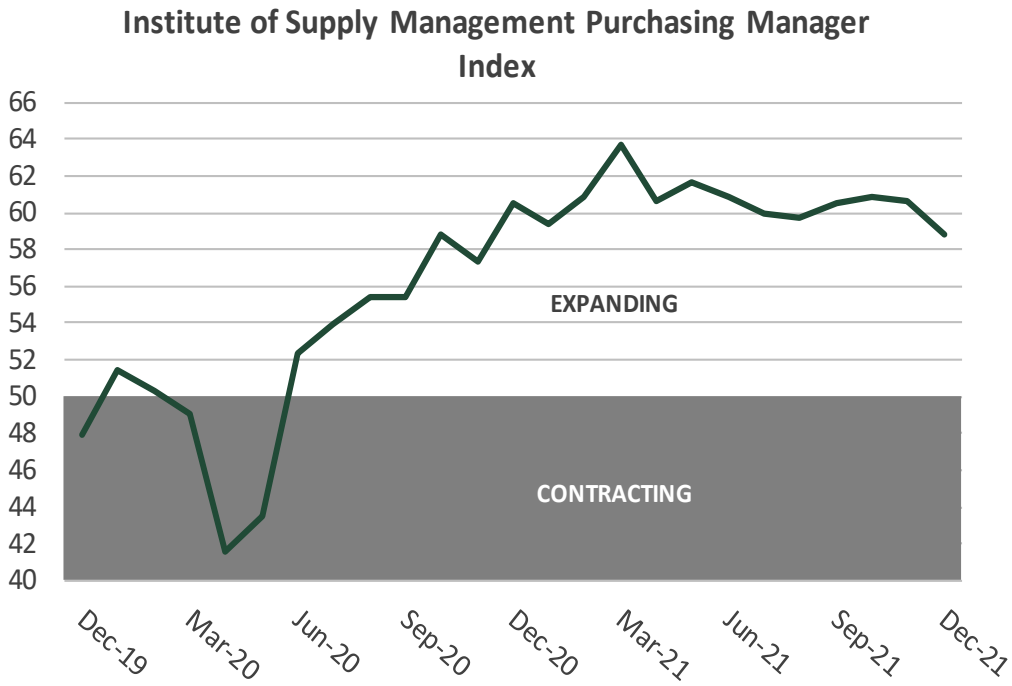
Source: US Department of Commerce



Source: S&P

Total housing starts increased 1.4% in December to an annual pace of 1,702,000. Single-family starts declined 2.3% while multi-family starts increased 10.6%, month-over-month. On a year-over-year basis total housing starts were up 2.5% in December. According to the Case-Shiller 20-City home price index, home prices were up 18.4% year-over-year in October versus up 19.1% year-over-year in September, suggesting the acceleration in home prices is easing. However, tight supply will likely continue to support prices.

Manufacturing



Source: Institute for Supply Management



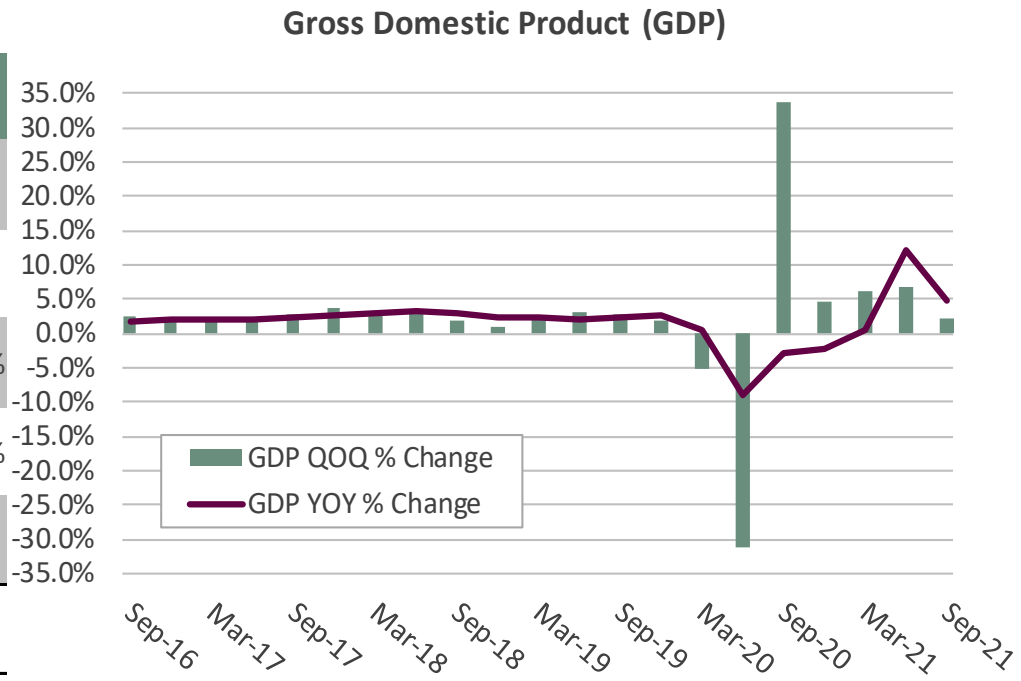
Source: Federal Reserve

The Institute for Supply Management (ISM) manufacturing index declined to 58.7 in December from 61.1 in November. Nevertheless, readings above 50.0 are indicative of expansion in the manufacturing sector. The Industrial Production index was up 3.7% in December, versus up 5.0% in November. On a month-over-month basis, the Industrial Production index declined 0.1% in December, following an upwardly revised 0.7% increase in November. Manufacturing production likely remains constrained by supply chain bottlenecks, and capacity utilization declined to 76.5% in December from 76.6% in November. Although capacity utilization remains below its longer-run average of 79.6%, it is running above the pre-pandemic level of 76.3%.

Gross Domestic Product (GDP)

Components of GDP	12/20	3/21	6/21	9/21
Personal Consumption Expenditures	2.3%	7.4%	7.9%	1.4%
Gross Private Domestic Investment	4.0%	-0.4%	-0.7%	2.1%
Net Exports and Imports	-1.7%	-1.6%	-0.2%	-1.3%
Federal Government Expenditures	-0.2%	0.8%	-0.4%	-0.4%
State and Local (Consumption and Gross Investment)	0.1%	0.0%	0.0%	0.5%
Total	**4.5%**	**6.3%**	**6.7%**	**2.3%**

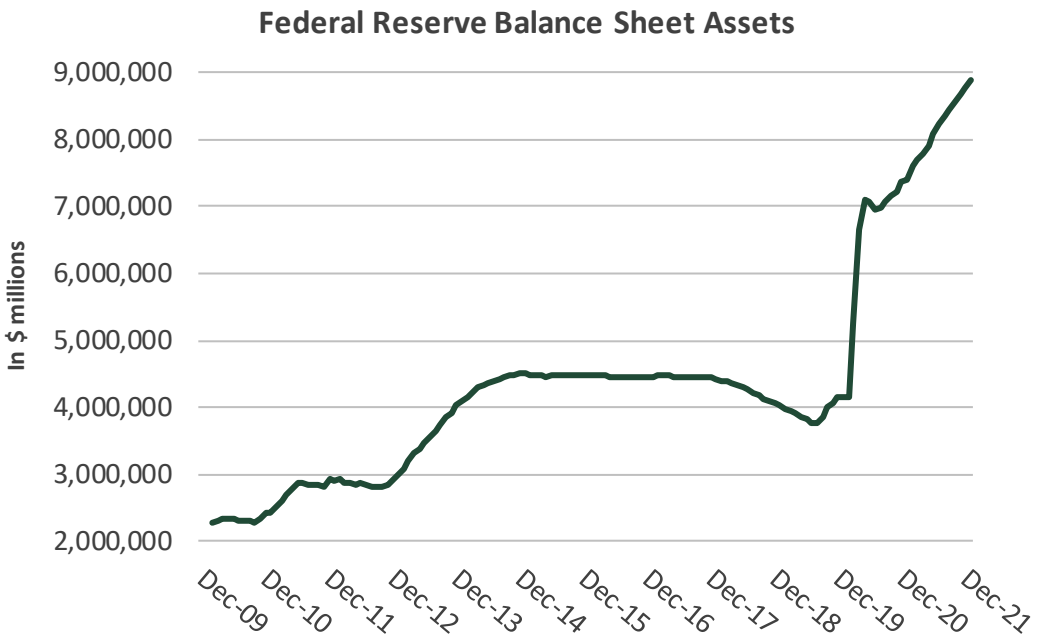
Source: US Department of Commerce



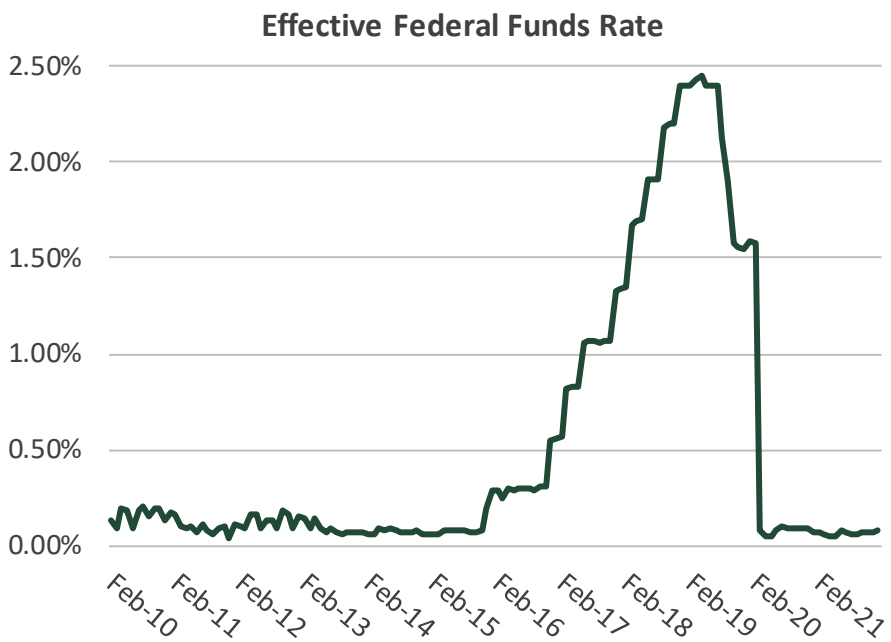
Source: US Department of Commerce

Real US gross domestic product (GDP) growth decelerated in the third quarter of 2021 amid widespread supply chain disruptions and a surge in the Covid Delta variant. However, third quarter growth was slightly better than previously estimated. According to the final estimate, third quarter GDP grew at an annualized rate of 2.3% in the third quarter, revised up from the second estimate of 2.1% and the advance estimate of 2.0%. This follows a much stronger pace of growth in the first half of 2021, with first and second quarter annualized GDP growth up 6.3% and 6.7%, respectively. The consensus estimate is 5.9% GDP growth in the fourth quarter, and 2.9% GDP growth in the current quarter. We anticipate the recent surge of omicron cases in the US will hamper current quarter economic growth.

Federal Reserve



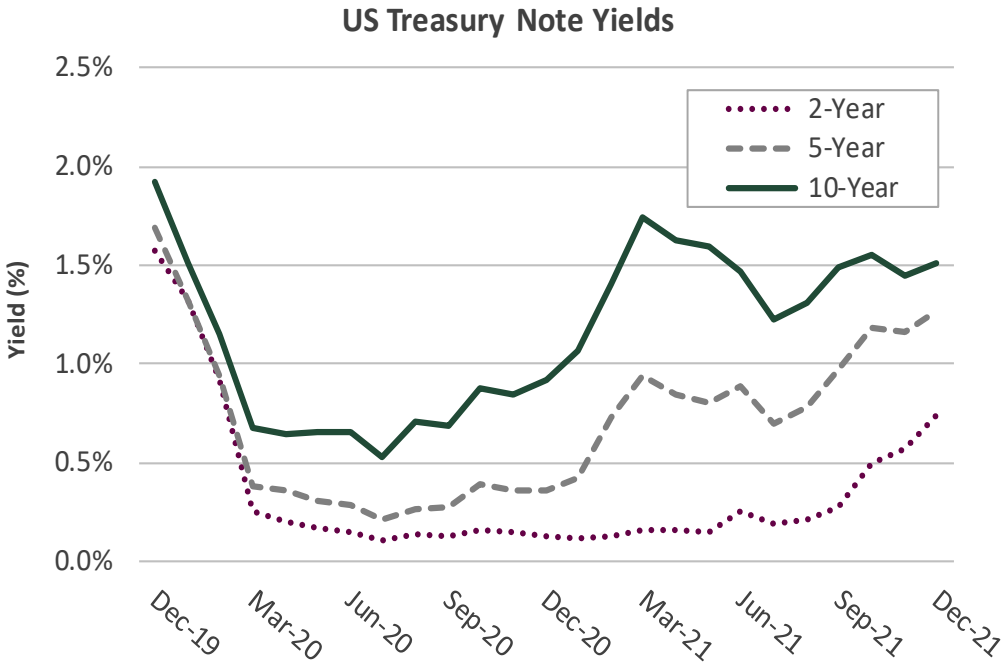
Source: Federal Reserve



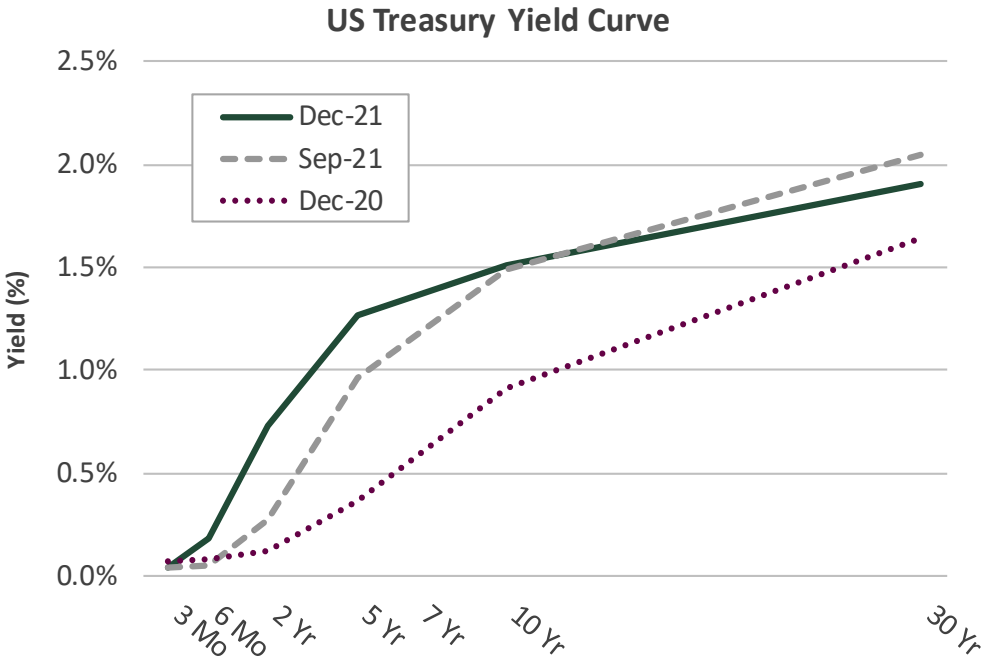
Source: Bloomberg

Last year, the Fed took a wide range of aggressive actions to help stabilize and provide liquidity to the financial markets. The Fed lowered the fed funds target rate to a range of 0.0%-0.25% and started purchasing Treasury and agency mortgage-backed securities (MBS) to support smooth market functioning. Last year, policymakers reinstated the Commercial Paper Funding Facility and Money Market Mutual Fund Liquidity Facility, and established the Primary Market Corporate Credit Facility, Secondary Market Corporate Credit Facility, Term Asset-Backed Securities Loan Facility, Paycheck Protection Program Liquidity Facility, Main Street Lending Facility, and Municipal Liquidity Facility. The Fed has also provided short-term funding through large-scale repo operations and lowered the reserve requirement for depository institutions. Many of the Fed's lending facilities expired at the end of 2020. In June 2021, the Fed announced plans to unwind its corporate credit facility. The Fed started to taper their Treasury and agency MBS purchases in November 2021, and we believe the Fed's bond-buying program is likely to end in the spring of 2022. The Fed has also signaled that they are likely to start hiking the fed funds target rate in 2022.

Bond Yields

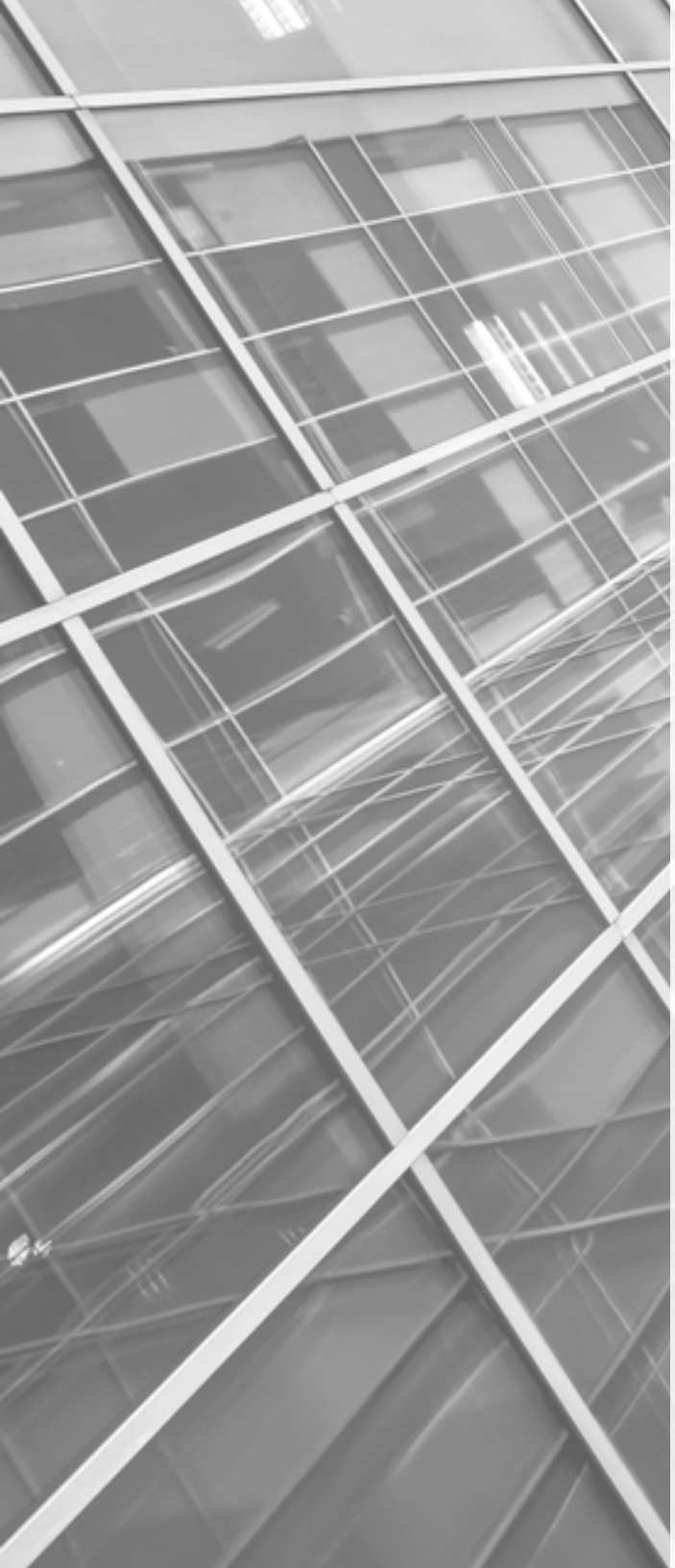


Source: Bloomberg



Source: Bloomberg

At the end of December, the 2-year Treasury yield was about 61 basis points higher and the 10-Year Treasury yield was about 60 basis points higher, year-over-year. The spread between the 2-year Treasury yield and 10-year Treasury yield was 78 basis points at year-end compared to the average historical spread (since 2002) of about 135 basis points.



Section 2 | Account Profile

Objectives

As of December 31, 2021

Investment Objectives

The investment objectives of the City of Dublin are first, to provide safety of principal; second, to provide adequate liquidity to meet all requirements which might be reasonably anticipated; third, to attain a market average rate of return on its investments throughout economic cycles; and fourth, to be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

Chandler Asset Management Performance Objective

The performance objective of the City of Dublin is to earn a return that equals or exceeds the return on of the ICE BAML 1-5 Year Treasury and Agency Index.

Strategy

In order to achieve this objective, the portfolio invests in high quality fixed income instruments consistent with the City's investment policy and California Government Code.

Compliance

As of December 31, 2021

City of Dublin

Assets managed by Chandler Asset Management are in full compliance with state law and with the City's investment policy.

Category	Standard	Comment
U.S. Treasury Issues	No limitations; Full faith and credit of the U.S. are pledged for payment of principal and interest.	*Complies*
Federal Agencies	35% max per agency issuer; 25% max callables for agency securities; Federal Agencies or U.S. Government Sponsored Enterprises (GSE), participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. GSEs.	*Complies*
Municipal Securities	"A" rated or higher by a NRSRO; 5% max per issuer; Obligations of the State of California, any of the other 49 states, or any local agency within the state of California;	*Complies*
Supranational Securities	"AA" rating category or better by a Nationally Recognized Statistical Rating Organization ("NRSRO"); 30% maximum; 10% max per issuer; U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development ("IBRD"), the International Finance Corporation ("IFC") or the Inter-American Development Bank ("IADB")	*Complies*
Asset-Backed Securities/Mortgage-Backed Securities/ Collateralized Mortgage Obligations	"AA" rated or higher by a NRSRO; 20% maximum (combined); 5% max per issuer	*Complies*
Corporate Medium Term Notes	"A" rated or higher by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	*Complies*
Negotiable Certificates of Deposit	"A" long-term debt rated and/or "A-1" short-term rated or higher by a NRSRO; 30% maximum; 5% max per issuer; 20% max amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution; Issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank.	*Complies*
Time Deposits/ Certificates of Deposit	10% maximum; Collateralized/FDIC Insured; 1 year max maturity	*Complies*
Commercial Paper	"A-1" rated or higher by a NRSRO; 25% maximum; 5% max per issuer; 10% max of the outstanding commercial paper of an issuing corporation; 20% max amount invested in CP of any one issuer in combination with any other debt from that issuer; 270 days max maturity; Issuer of the commercial paper shall meet all conditions in either A) (1) Organized and operating in the U.S. as a general corp, (2) Has AUM > $500 million, (3) "A" rated issuer debt (if any) or higher by a NRSRO; or B) (1) Organized in the U.S. as a special purpose corp, trust, LLC, (2) Has program wide credit enhancements including, but not limited to, over collateralization, LOC, or surety bond, (3) "A-1" rated or higher by a NRSRO	*Complies*
Banker's Acceptances	"A-1" short-term rated or higher by a NRSRO; 40% maximum; 5% max per issuer; 20% max amount invested in BA with any one financial institution in combination with any other debt from that financial institution; 180 days max maturity	*Complies*
Money Market Mutual Funds and Mutual Funds	Highest rating or "AAA" rated by two NRSROs; SEC registered adviser with AUM >$500 million and experience > 5 years; 20% maximum in Mutual Funds and Money Market Mutual Funds; 20% max in Money Market Mutual Fund; 10% max per one Mutual Fund	*Complies*
Local Agency Investment Fund (LAIF)	Maximum permitted by LAIF; Not used by investment adviser	*Complies*
California Asset Management Program (CAMP)	Issued by joint powers authority organized pursuant to California Government Code; Not used by investment adviser	*Complies*
Prohibited Securities	Inverse floaters; Ranges notes, Mortgage-derived, Interest-only strips; Any investment in a security not specifically listed as an Authorized and Suitable Investment in the policy.	*Complies*
Max Per Issuer	5% max per issuer, except US Government, its Agencies and instrumentalities (including agency backed-mortgage pools), Supranational securities, or Money Market Mutual Funds	*Complies*
Maximum Maturity	5 years, unless otherwise stated in the policy	*Complies*

Portfolio Characteristics

As of December 31, 2021

City of Dublin

	12/31/2021		9/30/2021
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	2.64	2.67	2.80
Average Modified Duration	2.57	2.47	2.58
Average Purchase Yield	n/a	1.49%	1.52%
Average Market Yield	0.85%	0.91%	0.56%
Average Quality**	AAA	AA/Aa1	AA/Aa1
Total Market Value		233,062,790	234,606,258

**ICE BofA 1-5 Yr US Treasury & Agency Index*

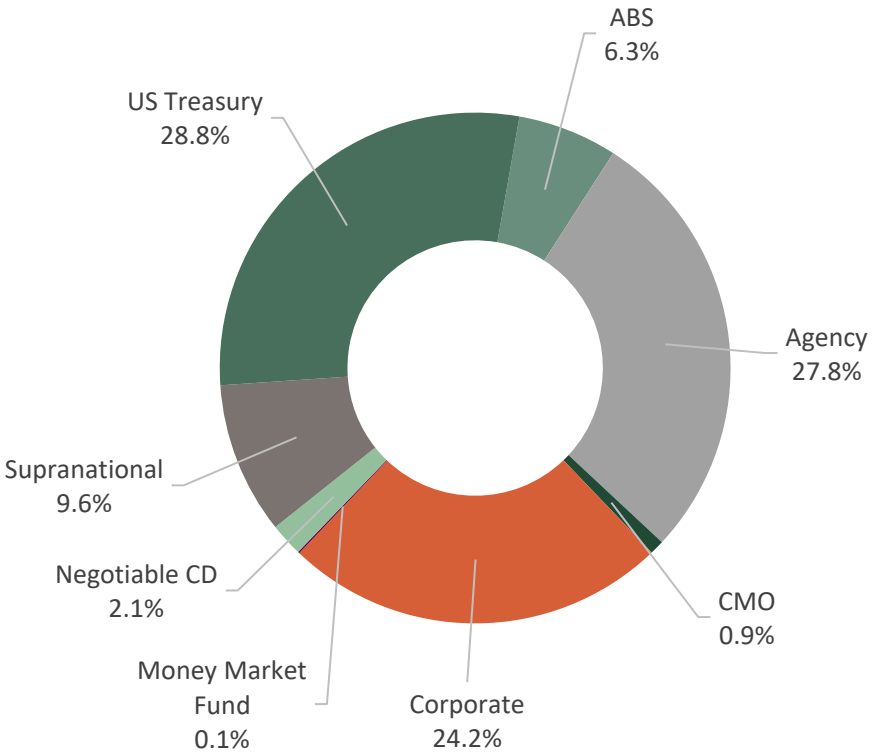
***Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.*

Sector Distribution

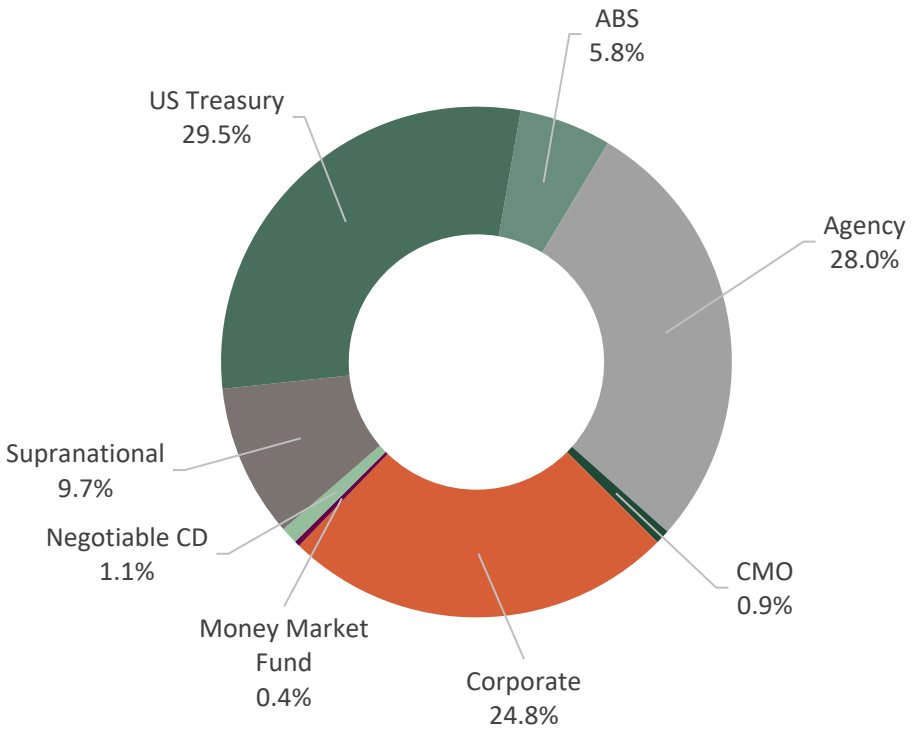
As of December 31, 2021

City of Dublin

December 31, 2021



September 30, 2021



Issuers

As of December 31, 2021

City of Dublin – Account #10198

Issue Name	Investment Type	% Portfolio
Government of United States	US Treasury	28.82%
Federal National Mortgage Association	Agency	11.71%
Federal Home Loan Bank	Agency	8.68%
Inter-American Dev Bank	Supranational	5.31%
Federal Home Loan Mortgage Corp	Agency	4.57%
Intl Bank Recon and Development	Supranational	4.33%
Federal Farm Credit Bank	Agency	2.87%
JP Morgan Chase & Co	Corporate	1.79%
Bank of America Corp	Corporate	1.62%
Royal Bank of Canada	Corporate	1.55%
Honda Motor Corporation	Corporate	1.55%
Charles Schwab Corp/The	Corporate	1.47%
Toronto Dominion Holdings	Corporate	1.46%
Hyundai Auot Receivables	ABS	1.42%
Apple Inc	Corporate	1.35%
Morgan Stanley	Corporate	1.29%
US Bancorp	Corporate	1.16%
Chubb Corporation	Corporate	1.14%
Honeywell Corp	Corporate	1.08%
Bank of Nova Scotia Houston	Negotiable CD	1.07%
Svenska Handelsbanken NY	Negotiable CD	1.07%
Bank of Montreal Chicago	Corporate	1.05%
Toyota Motor Corp	Corporate	1.05%
PNC Financial Services Group	Corporate	0.99%
John Deere ABS	ABS	0.97%
Federal Home Loan Mortgage Corp	CMO	0.90%
Deere & Company	Corporate	0.89%
Wal-Mart Stores	Corporate	0.87%
Berkshire Hathaway	Corporate	0.82%
Honda ABS	ABS	0.81%
Amazon.com Inc	Corporate	0.79%
Hyundai Auto Lease Securitization	ABS	0.61%
Bank of New York	Corporate	0.54%
Metlife Inc	Corporate	0.54%
Toyota ABS	ABS	0.53%
Nissan ABS	ABS	0.49%
Mercedes-Benz Auto Lease Trust	ABS	0.48%
Toyota Lease Owner Trust	ABS	0.46%

Issuers

As of December 31, 2021

City of Dublin – Account #10198

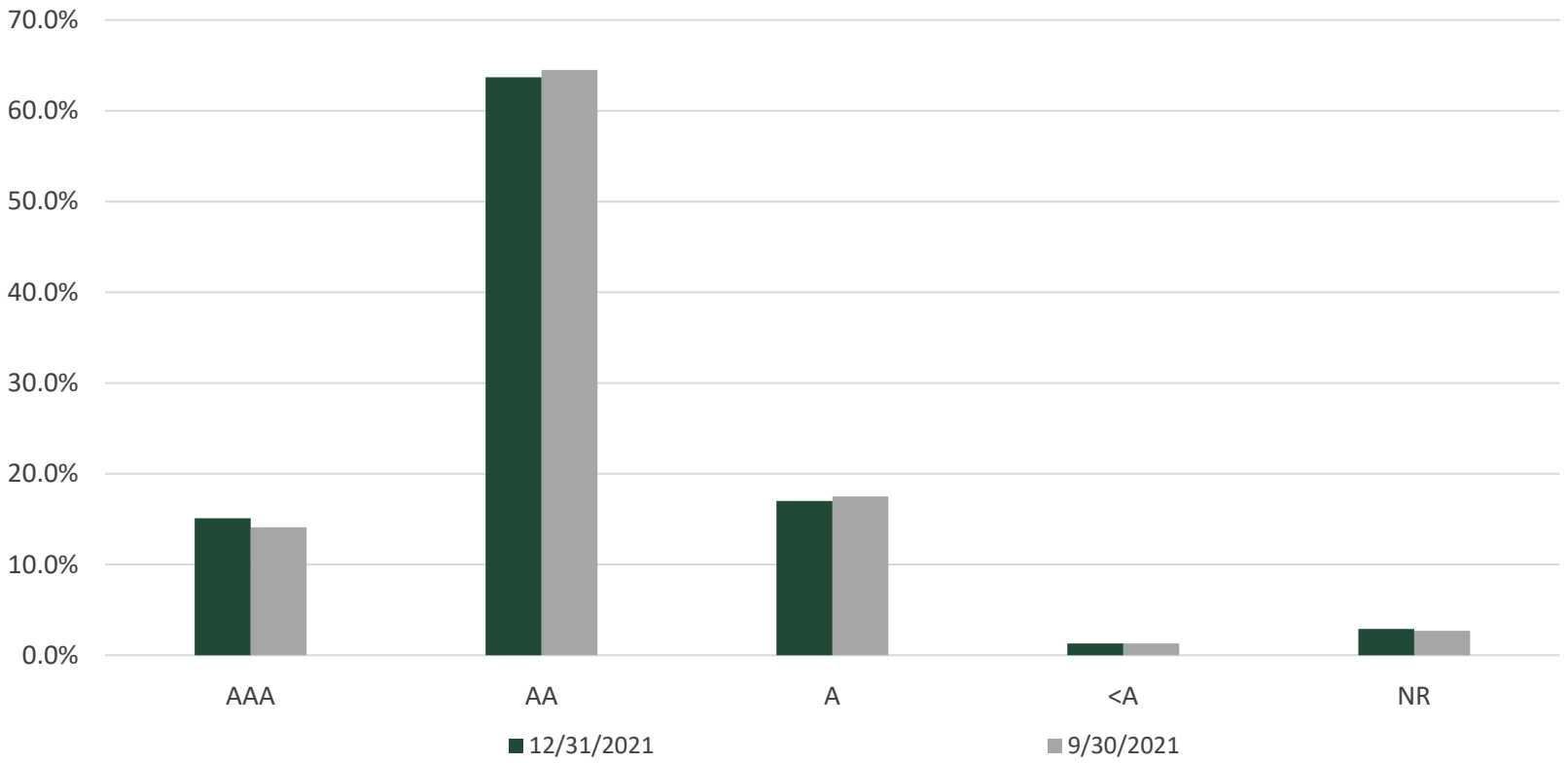
Issue Name	Investment Type	% Portfolio
ChevronTexaco Corp	Corporate	0.44%
Merck & Company	Corporate	0.33%
BMW Vehicle Lease Trust	ABS	0.30%
United Health Group Inc	Corporate	0.26%
GM Financial Securitized Term Auto Trust	ABS	0.25%
Salesforce.com Inc	Corporate	0.20%
First American Govt Oblig Fund	Money Market Fund	0.12%
TOTAL		**100.00%**

Quality Distribution

As of December 31, 2021

City of Dublin

December 31, 2021 vs. September 30, 2021



	AAA	AA	A	<A	NR
12/31/21	15.1%	63.7%	17.0%	1.3%	2.9%
09/30/21	14.1%	64.5%	17.5%	1.3%	2.7%

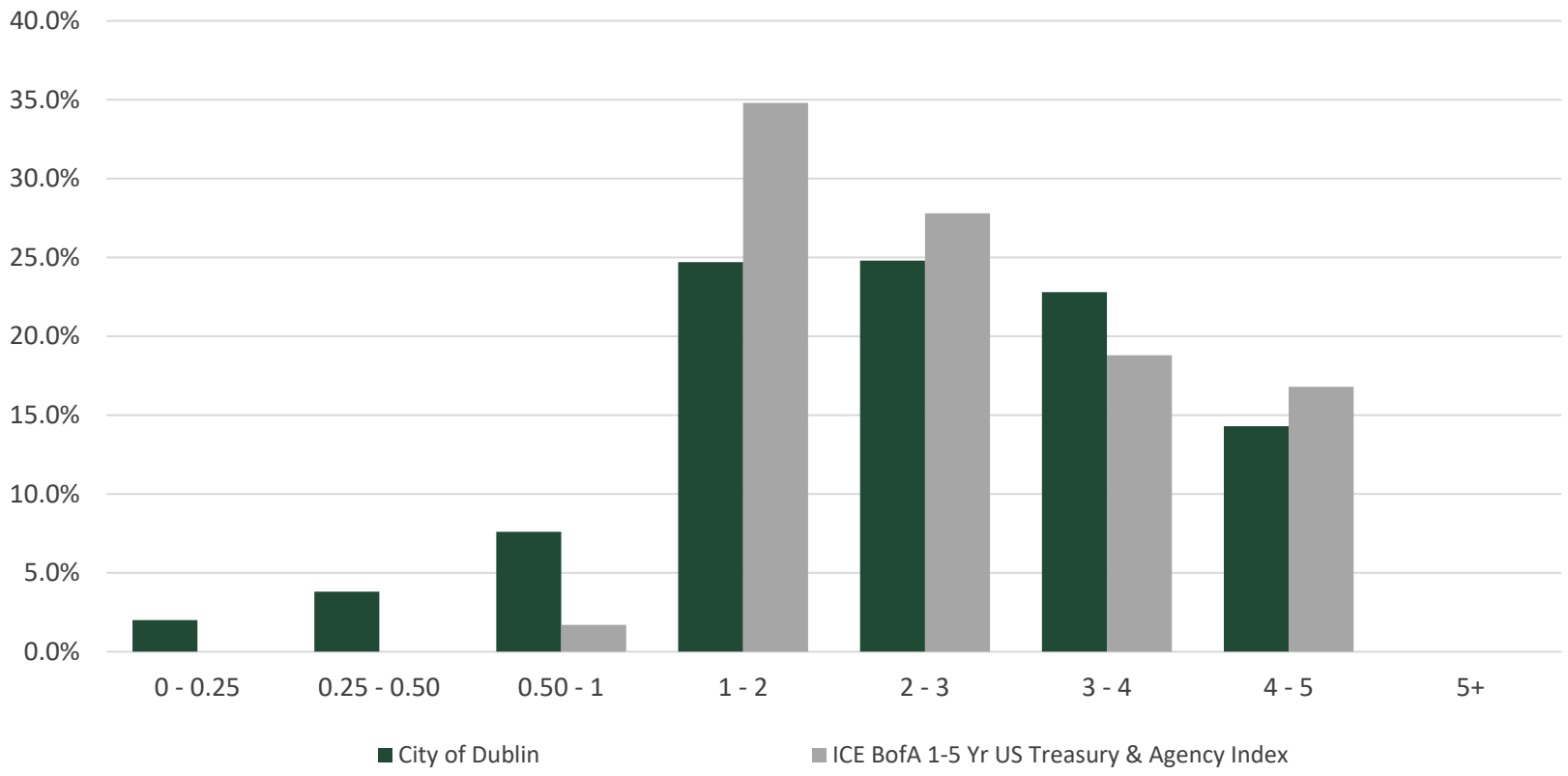
Source: S&P Ratings

Duration Distribution

As of December 31, 2021

City of Dublin

Portfolio Compared to the Benchmark as of December 31, 2021

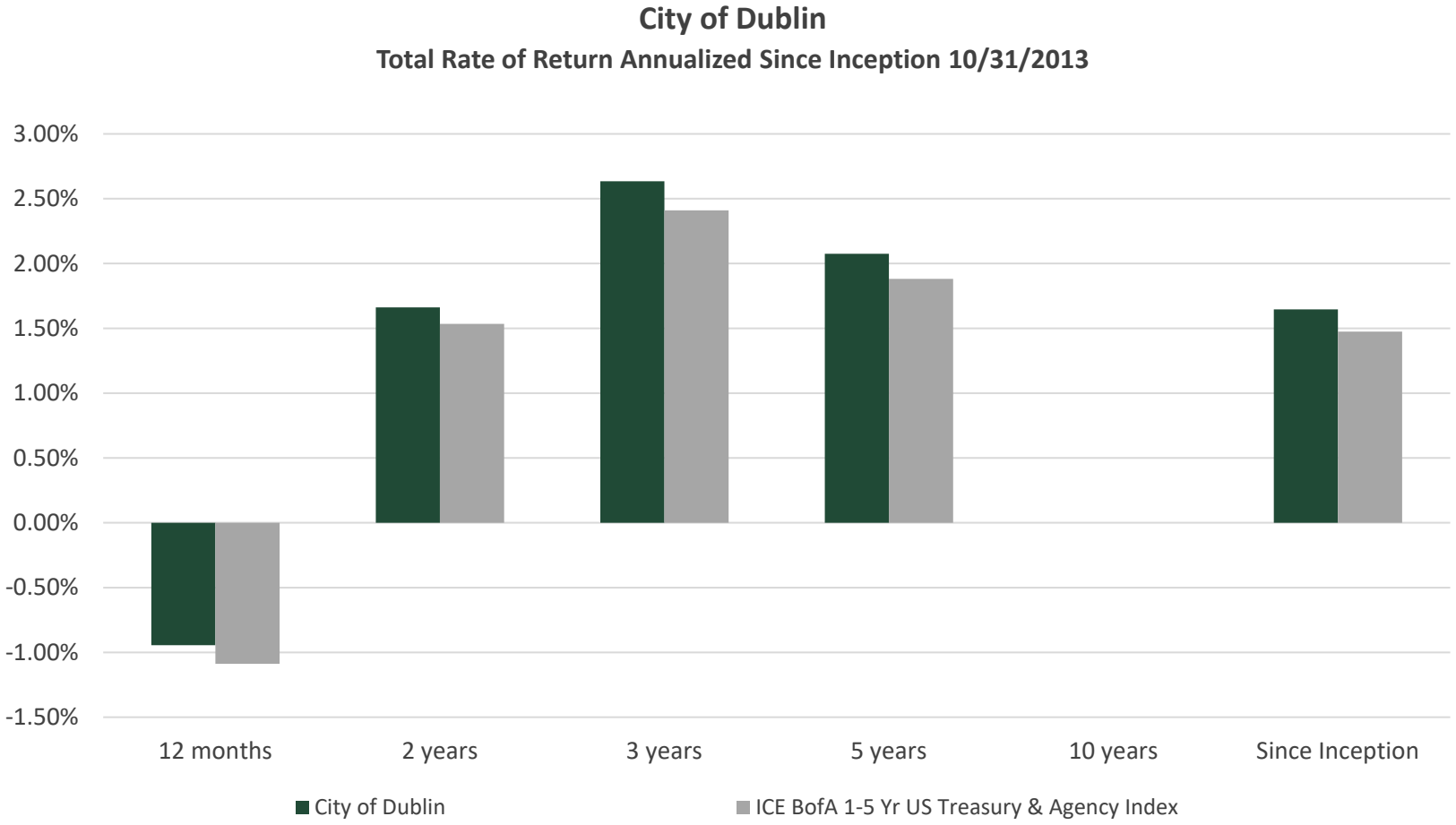


	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
Portfolio	2.0%	3.8%	7.6%	24.7%	24.8%	22.8%	14.3%	0.0%
Benchmark*	0.0%	0.0%	1.7%	34.8%	27.8%	18.8%	16.8%	0.0%

**ICE BofA 1-5 Yr US Treasury & Agency Index*

Investment Performance

As of December 31, 2021



			Annualized				
TOTAL RATE OF RETURN	**3 months**	**12 months**	**2 years**	**3 years**	**5 years**	**10 years**	**Since Inception**
City of Dublin	-0.66%	-0.94%	1.66%	2.63%	2.07%	N/A	1.65%
ICE BofA 1-5 Yr US Treasury & Agency Index	-0.69%	-1.09%	1.53%	2.41%	1.88%	N/A	1.47%

**ICE BofA 1-3 Yr US Treasury & Agency Index to 12/31/14*

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Portfolio Characteristics

As of December 31, 2021

City of Dublin Reporting Account

	12/31/2021 Portfolio	9/30/2021 Portfolio
Average Maturity (yrs)	0.00	0.00
Modified Duration	0.00	0.00
Average Purchase Yield	0.11%	0.14%
Average Market Yield	0.11%	0.14%
Average Quality*	AAA/NR	AAA/NR
Total Market Value	149,460,088	93,521,844

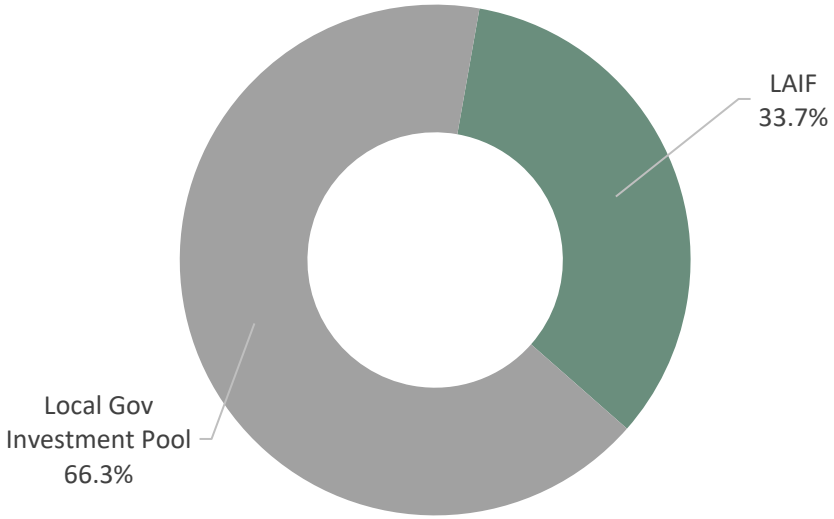
**Portfolio is S&P and Moody's, respectively.*

Sector Distribution

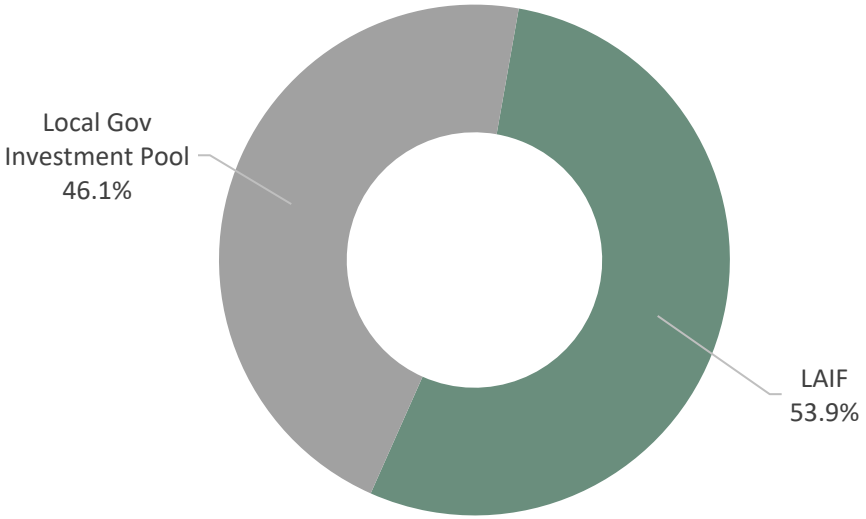
As of December 31, 2021

City of Dublin Reporting Account

December 31, 2021



September 30, 2021

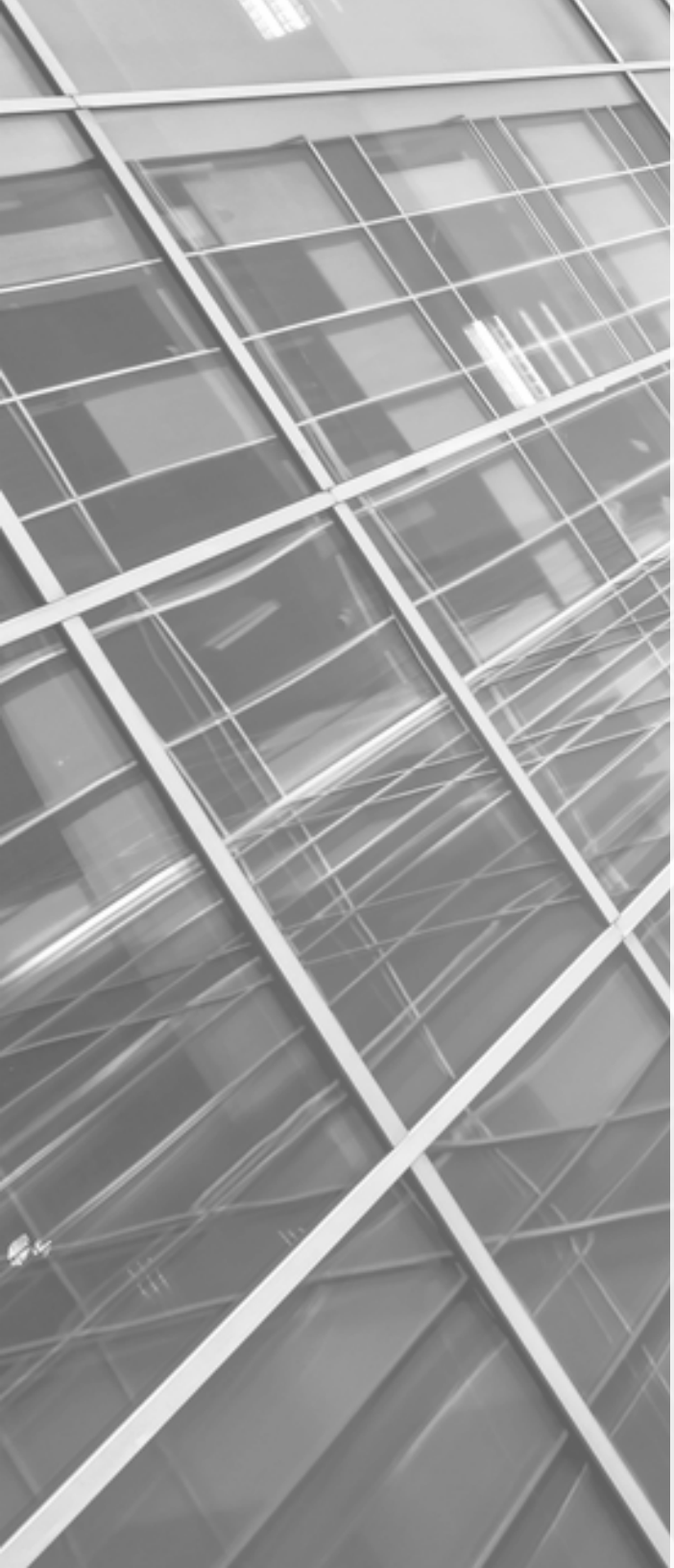


Issuers

As of December 31, 2021

City of Dublin Reporting Account – Account #10219

Issue Name	Investment Type	% Portfolio
CAMP	Local Gov Investment Pool	66.26%
Local Agency Investment Fund	LAIF	33.74%
TOTAL		**100.00%**



Section 3 | Consolidated Information

Portfolio Characteristics

As of December 31, 2021

City of Dublin Consolidated

	12/31/2021 Portfolio	9/30/2021 Portfolio
Average Maturity (yrs)	1.63	2.00
Modified Duration	1.50	1.84
Average Purchase Yield	0.94%	1.12%
Average Market Yield	0.60%	0.44%
Average Quality*	AA+/Aa1	AA+/Aa1
Total Market Value	382,522,878	328,128,102

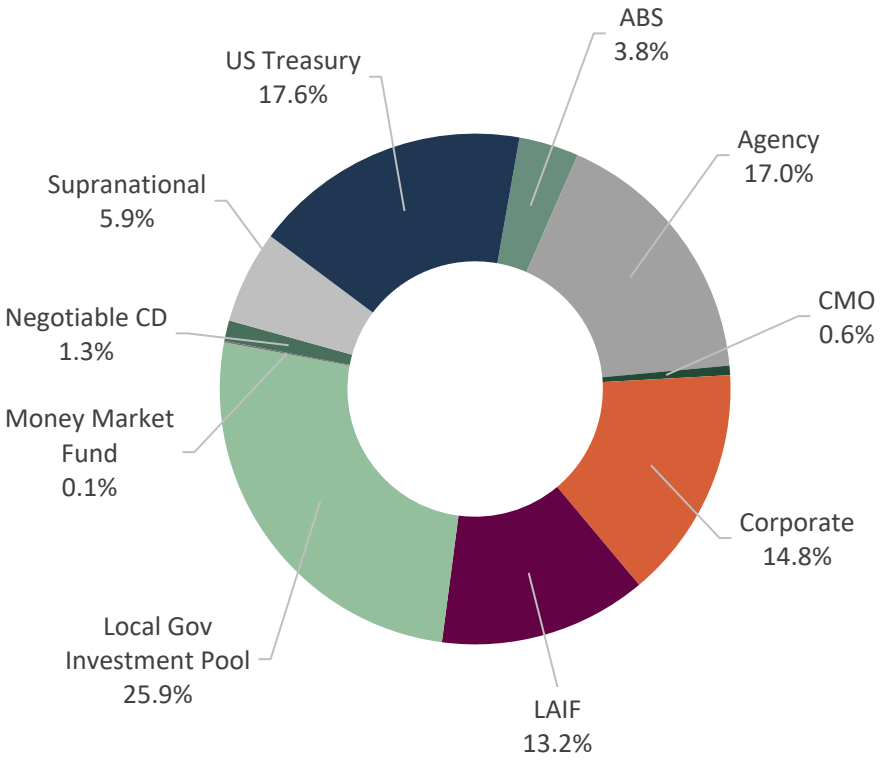
** Portfolio is S&P and Moody's respectively.*

Sector Distribution

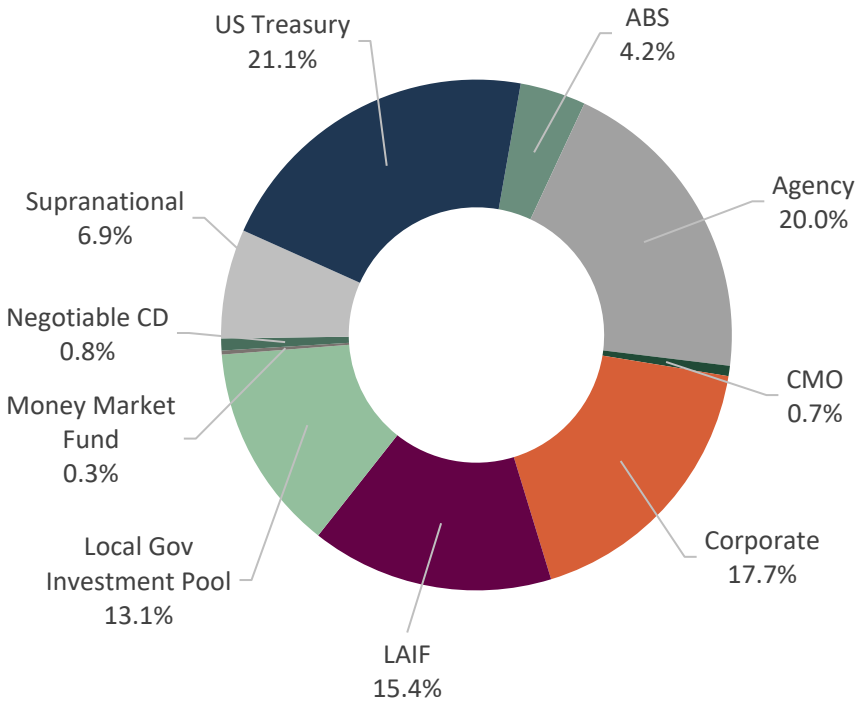
As of December 31, 2021

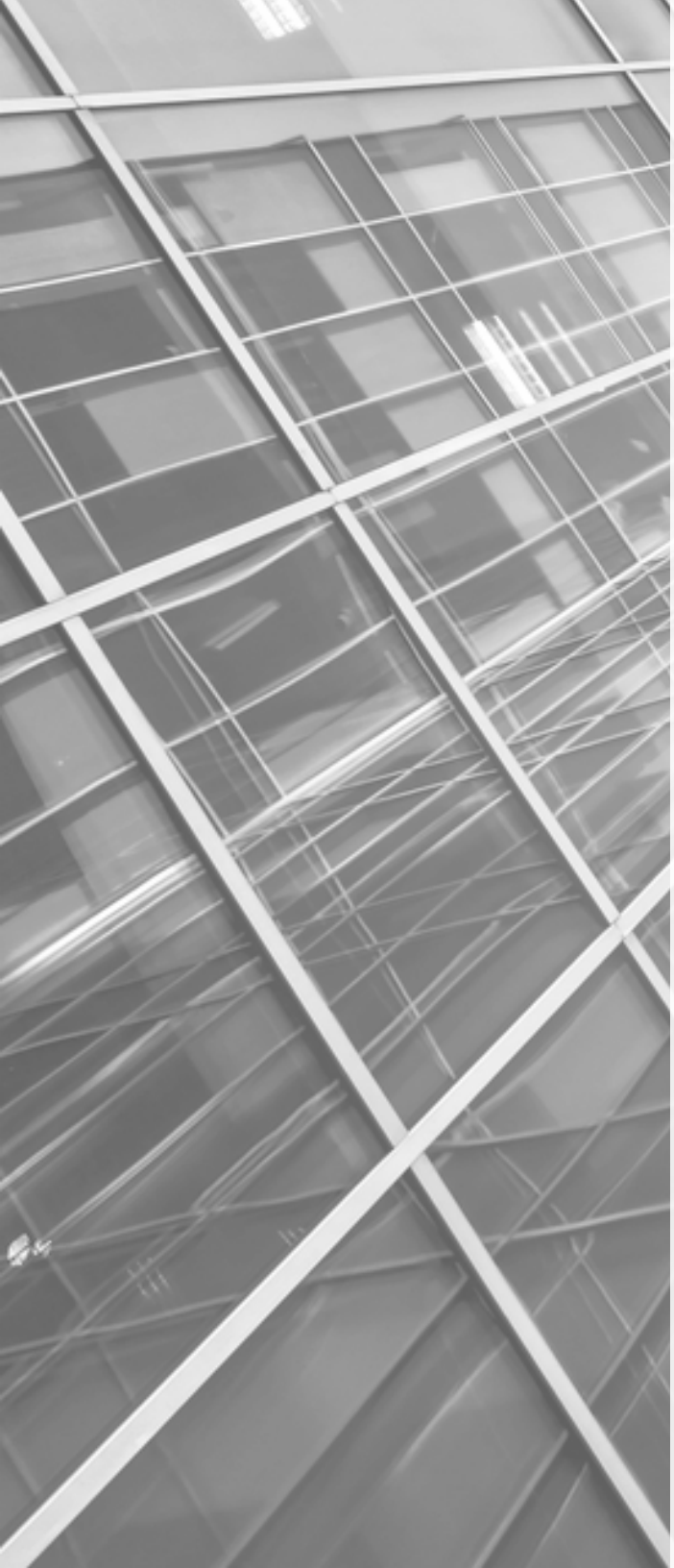
City of Dublin Consolidated

December 31, 2021



September 30, 2021





Section 4 | Portfolio Holdings

Holdings Report

As of December 31, 2021

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
65479GAD1	Nissan Auto Receivables Trust 2018-B A3 3.060% Due 03/15/2023	98,576.96	07/17/2018 3.08%	98,573.76 98,576.85	100.21 0.48%	98,779.93 134.06	0.04% 203.08	Aaa / AAA NR	1.20 0.08
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.180% Due 03/15/2023	206,220.51	08/29/2019 2.00%	210,626.86 207,713.15	100.44 0.36%	207,126.24 291.46	0.09% (586.91)	Aaa / AAA NR	1.20 0.16
44891VAC5	Hyundai Auto Lease Trust 2021-B A3 0.330% Due 06/17/2024	1,420,000.00	06/08/2021 0.34%	1,419,787.00 1,419,838.63	99.37 0.73%	1,411,110.80 208.27	0.61% (8,727.83)	Aaa / AAA NR	2.46 1.56
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.930% Due 07/15/2024	1,028,763.91	10/16/2019 1.94%	1,028,709.60 1,028,734.79	100.81 0.38%	1,037,068.09 882.45	0.45% 8,333.30	Aaa / AAA NR	2.54 0.52
89237VAB5	Toyota Auto Receivables Trust 2020-C A3 0.440% Due 10/15/2024	1,025,000.00	07/21/2020 0.44%	1,024,921.08 1,024,947.86	99.92 0.55%	1,024,175.90 200.44	0.44% (771.96)	Aaa / AAA NR	2.79 0.74
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.370% Due 10/18/2024	1,120,000.00	09/22/2020 0.38%	1,119,835.47 1,119,901.43	99.72 0.65%	1,116,869.60 149.64	0.48% (3,031.83)	NR / AAA AAA	2.80 0.99
89239CAC3	Toyota Lease Owner Trust 2021-B A3 0.420% Due 10/21/2024	1,090,000.00	07/27/2021 0.40%	1,089,985.28 1,089,987.76	99.15 0.90%	1,080,742.63 139.88	0.46% (9,245.13)	Aaa / NR AAA	2.81 1.79
47787NAC3	John Deere Owner Trust 2020-B A3 0.510% Due 11/15/2024	515,000.00	07/14/2020 0.52%	514,921.51 514,954.09	99.85 0.69%	514,211.54 116.73	0.22% (742.55)	Aaa / NR AAA	2.88 0.83
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.400% Due 11/15/2024	1,135,000.00	06/22/2021 0.40%	1,134,914.31 1,134,931.45	99.25 0.81%	1,126,440.97 201.78	0.48% (8,490.48)	NR / AAA AAA	2.88 1.85
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.330% Due 12/26/2024	710,000.00	09/08/2021 0.34%	709,926.73 709,936.25	99.24 0.80%	704,580.58 39.05	0.30% (5,355.67)	Aaa / NR AAA	2.99 1.64
47788UAC6	John Deere Owner Trust 2021-A A3 0.360% Due 09/15/2025	800,000.00	03/02/2021 0.37%	799,846.24 799,880.97	99.19 0.84%	793,528.00 128.00	0.34% (6,352.97)	Aaa / NR AAA	3.71 1.70
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.380% Due 09/15/2025	725,000.00	04/20/2021 0.38%	724,923.73 724,940.72	99.25 0.84%	719,587.88 122.44	0.31% (5,352.84)	NR / AAA AAA	3.71 1.62
44934KAC8	Hyundai Auto Receivables Trust 2021-B A3 0.380% Due 01/15/2026	2,065,000.00	07/20/2021 0.39%	2,064,544.25 2,064,606.74	98.90 0.98%	2,042,194.14 348.76	0.88% (22,412.60)	NR / AAA AAA	4.04 1.85
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.880% Due 01/21/2026	765,000.00	11/16/2021 0.89%	764,838.74 764,843.91	99.76 0.99%	763,154.06 187.00	0.33% (1,689.85)	Aaa / NR AAA	4.06 2.13
47789QAC4	John Deere Owner Trust 2021-B A3 0.520% Due 03/16/2026	965,000.00	07/13/2021 0.52%	964,913.92 964,924.51	98.86 1.02%	954,003.83 223.02	0.41% (10,920.68)	Aaa / NR AAA	4.21 2.30
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.740% Due 05/15/2026	545,000.00	11/09/2021 0.75%	544,878.36 544,883.10	99.31 1.05%	541,263.48 179.24	0.23% (3,619.62)	NR / AAA AAA	4.37 2.19

Holdings Report

As of December 31, 2021

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
362554AC1	GM Financial Securitized Term 2021-4 A3	585,000.00	10/13/2021	584,985.08	99.25	580,606.07	0.25%	Aaa / AAA	4.71
	0.680% Due 09/16/2026		0.66%	584,985.94	1.06%	165.75	(4,379.87)	NR	1.98
				14,801,131.92		**14,715,443.74**	**6.32%**	**Aaa / AAA**	**3.29**
TOTAL ABS		**14,798,561.38**	**0.60%**	**14,798,588.15**	**0.80%**	**3,717.97**	**(83,144.41)**	**Aaa**	**1.54**
Agency									
313378CR0	FHLB Note	2,000,000.00	06/19/2017	2,035,280.00	100.41	2,008,110.00	0.87%	Aaa / AA+	0.19
	2.250% Due 03/11/2022		1.86%	2,001,411.20	0.16%	13,750.00	6,698.80	NR	0.19
3135G0T45	FNMA Note	3,250,000.00	05/05/2017	3,232,125.00	100.41	3,263,383.50	1.41%	Aaa / AA+	0.26
	1.875% Due 04/05/2022		1.99%	3,249,062.88	0.30%	14,557.29	14,320.62	AAA	0.26
3135G0T94	FNMA Note	2,500,000.00	03/28/2018	2,463,675.00	102.05	2,551,347.50	1.11%	Aaa / AA+	1.05
	2.375% Due 01/19/2023		2.70%	2,492,081.69	0.41%	26,718.75	59,265.81	AAA	1.03
313383QR5	FHLB Note	1,500,000.00	08/28/2018	1,525,005.00	103.86	1,557,838.50	0.67%	Aaa / AA+	1.44
	3.250% Due 06/09/2023		2.87%	1,507,508.66	0.56%	2,979.17	50,329.84	NR	1.41
3137EAEN5	FHLMC Note	2,000,000.00	07/16/2018	1,988,360.00	103.15	2,062,924.00	0.89%	Aaa / AA+	1.47
	2.750% Due 06/19/2023		2.88%	1,996,542.96	0.59%	1,833.33	66,381.04	AAA	1.44
3135G05G4	FNMA Note	2,350,000.00	07/08/2020	2,344,947.50	99.46	2,337,404.00	1.00%	Aaa / AA+	1.52
	0.250% Due 07/10/2023		0.32%	2,347,439.14	0.60%	2,790.63	(10,035.14)	AAA	1.52
3133EKZK5	FFCB Note	4,000,000.00	08/26/2019	4,009,000.00	101.96	4,078,236.00	1.76%	Aaa / AA+	1.62
	1.600% Due 08/14/2023		1.54%	4,003,667.13	0.39%	24,355.56	74,568.87	AAA	1.59
313383YJ4	FHLB Note	5,000,000.00	Various	5,102,615.00	104.57	5,228,470.00	2.27%	Aaa / AA+	1.69
	3.375% Due 09/08/2023		2.90%	5,036,778.37	0.65%	52,968.76	191,691.63	NR	1.63
3130A0F70	FHLB Note	5,000,000.00	Various	5,147,870.00	105.07	5,253,670.00	2.26%	Aaa / AA+	1.94
	3.375% Due 12/08/2023		2.73%	5,058,118.98	0.73%	10,781.25	195,551.02	AAA	1.88
3135G0V34	FNMA Note	2,000,000.00	02/27/2019	1,992,340.00	103.56	2,071,160.00	0.90%	Aaa / AA+	2.10
	2.500% Due 02/05/2024		2.58%	1,996,749.92	0.78%	20,277.78	74,410.08	AAA	2.03
3130A1XJ2	FHLB Note	3,795,000.00	Various	3,958,639.85	104.87	3,979,687.47	1.71%	Aaa / AA+	2.45
	2.875% Due 06/14/2024		1.96%	3,875,338.89	0.87%	5,152.24	104,348.58	NR	2.37
3133EKWV4	FFCB Note	2,500,000.00	08/13/2019	2,524,140.00	102.93	2,573,350.00	1.11%	Aaa / AA+	2.57
	1.850% Due 07/26/2024		1.65%	2,512,510.61	0.70%	19,913.19	60,839.39	AAA	2.49
3130A2UW4	FHLB Note	2,000,000.00	10/10/2019	2,122,020.00	105.11	2,102,102.00	0.91%	Aaa / AA+	2.70
	2.875% Due 09/13/2024		1.58%	2,066,877.00	0.95%	17,250.00	35,225.00	AAA	2.59
3135G0W66	FNMA Note	2,000,000.00	11/08/2019	1,983,400.00	101.88	2,037,648.00	0.88%	Aaa / AA+	2.79
	1.625% Due 10/15/2024		1.80%	1,990,606.56	0.94%	6,861.11	47,041.44	AAA	2.72
3135G0X24	FNMA Note	4,200,000.00	Various	4,287,898.80	101.83	4,276,750.80	1.85%	Aaa / AA+	3.02
	1.625% Due 01/07/2025		1.18%	4,254,850.11	1.01%	32,987.50	21,900.69	AAA	2.92

Holdings Report

As of December 31, 2021

City of Dublin - Account #10198

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3137EAEP0	FHLMC Note	4,200,000.00	Various	4,254,786.30	101.46	4,261,496.40	1.84%	Aaa / AA+	3.12
	1.500% Due 02/12/2025		1.23%	4,234,553.48	1.02%	24,325.00	26,942.92	AAA	3.02
3135G03U5	FNMA Note	1,825,000.00	04/22/2020	1,821,240.50	98.64	1,800,165.40	0.77%	Aaa / AA+	3.31
	0.625% Due 04/22/2025		0.67%	1,822,512.22	1.04%	2,186.20	(22,346.82)	AAA	3.26
3135G04Z3	FNMA Note	3,435,000.00	06/17/2020	3,427,889.55	98.03	3,367,217.15	1.45%	Aaa / AA+	3.46
	0.500% Due 06/17/2025		0.54%	3,430,076.48	1.08%	667.92	(62,859.33)	AAA	3.42
3137EAEU9	FHLMC Note	1,745,000.00	07/21/2020	1,736,309.90	97.48	1,701,017.28	0.73%	Aaa / AA+	3.56
	0.375% Due 07/21/2025		0.48%	1,738,820.69	1.10%	2,908.33	(37,803.41)	AAA	3.51
3135G05X7	FNMA Note	2,755,000.00	08/25/2020	2,742,106.60	97.29	2,680,314.71	1.15%	Aaa / AA+	3.65
	0.375% Due 08/25/2025		0.47%	2,745,584.43	1.14%	3,615.94	(65,269.72)	AAA	3.60
3137EAEX3	FHLMC Note	2,655,000.00	09/23/2020	2,647,008.45	97.32	2,583,713.25	1.11%	Aaa / AA+	3.73
	0.375% Due 09/23/2025		0.44%	2,649,037.01	1.11%	2,710.31	(65,323.76)	AAA	3.68
3135G06G3	FNMA Note	2,860,000.00	11/09/2020	2,849,761.20	97.59	2,791,119.76	1.20%	Aaa / AA+	3.85
	0.500% Due 11/07/2025		0.57%	2,852,094.59	1.14%	2,145.00	(60,974.83)	AAA	3.79
				64,196,418.65		**64,567,125.72**	**27.83%**	**Aaa / AA+**	**2.33**
TOTAL Agency		**63,570,000.00**	**1.63%**	**63,862,223.00**	**0.78%**	**291,735.26**	**704,902.72**	**Aaa**	**2.28**
CMO									
3137BFE98	FHLMC K041 A2	2,000,000.00	07/01/2021	2,151,406.25	105.13	2,102,544.00	0.90%	Aaa / AAA	2.82
	3.171% Due 10/25/2024		0.72%	2,128,605.65	1.19%	5,285.00	(26,061.65)	AAA	2.62
				2,151,406.25		**2,102,544.00**	**0.90%**	**Aaa / AAA**	**2.82**
TOTAL CMO		**2,000,000.00**	**0.72%**	**2,128,605.65**	**1.19%**	**5,285.00**	**(26,061.65)**	**Aaa**	**2.62**
Corporate									
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022	2,000,000.00	05/21/2019	1,993,920.00	101.85	2,037,098.00	0.88%	A2 / A	1.07
	2.650% Due 01/25/2023		2.74%	1,998,238.93	0.75%	22,966.67	38,859.07	A	0.97
084670BR8	Berkshire Hathaway Callable Note Cont 1/15/2023	1,865,000.00	Various	1,818,500.75	102.11	1,904,355.23	0.82%	Aa2 / AA	1.20
	2.750% Due 03/15/2023		3.35%	1,852,729.64	0.71%	15,101.32	51,625.59	A+	1.02
58933YAF2	Merck & Co Note	740,000.00	10/26/2018	720,996.80	102.95	761,828.52	0.33%	A1 / A+	1.38
	2.800% Due 05/18/2023		3.41%	734,256.71	0.65%	2,474.89	27,571.81	A+	1.36
46625HRL6	JP Morgan Chase Callable Note Cont 3/18/2023	500,000.00	12/20/2018	479,055.00	102.28	511,383.00	0.22%	A2 / A-	1.38
	2.700% Due 05/18/2023		3.74%	493,453.06	0.81%	1,612.50	17,929.94	AA-	1.20
69353RFL7	PNC Bank Callable Note Cont 5/9/2023	2,210,000.00	Various	2,206,955.80	103.76	2,293,111.47	0.99%	A2 / A	1.44
	3.500% Due 06/08/2023		3.53%	2,209,126.53	0.71%	4,941.80	83,984.94	A+	1.33

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
166764AH3	Chevron Corp Callable Note Cont 3/24/2023	1,000,000.00	11/08/2018	983,170.00	102.97	1,029,695.00	0.44%	Aa2 / AA-	1.48
	3.191% Due 06/24/2023		3.59%	994,613.20	0.76%	620.47	35,081.80	NR	1.21
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023	1,380,000.00	Various	1,379,641.30	104.03	1,435,663.68	0.62%	Aa2 / AA	1.48
	3.400% Due 06/26/2023		3.41%	1,379,893.66	0.51%	651.66	55,770.02	AA	1.38
02665WCJ8	American Honda Finance Note	1,000,000.00	Various	996,275.00	104.09	1,040,940.00	0.45%	A3 / A-	1.53
	3.450% Due 07/14/2023		3.54%	998,766.51	0.76%	16,004.17	42,173.49	NR	1.48
06406RAJ6	Bank of NY Mellon Corp Note	1,200,000.00	08/24/2018	1,201,836.00	104.20	1,250,414.40	0.54%	A1 / A	1.61
	3.450% Due 08/11/2023		3.42%	1,200,595.76	0.82%	16,100.00	49,818.64	AA-	1.56
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023	2,400,000.00	Various	2,434,650.00	102.98	2,471,510.40	1.07%	A2 / A-	2.18
	3.550% Due 03/05/2024		2.77%	2,415,328.52	1.00%	27,453.33	56,181.88	AA-	1.15
89114QCB2	Toronto Dominion Bank Note	2,300,000.00	03/26/2019	2,331,234.00	104.52	2,403,909.40	1.04%	A1 / A	2.19
	3.250% Due 03/11/2024		2.95%	2,313,805.08	1.16%	22,840.28	90,104.32	AA-	2.11
037833CU2	Apple Inc Callable Note Cont 3/11/2024	3,000,000.00	Various	3,038,334.00	104.17	3,125,130.00	1.35%	Aaa / AA+	2.36
	2.850% Due 05/11/2024		2.56%	3,018,120.93	0.92%	11,875.00	107,009.07	NR	2.13
023135BW5	Amazon.com Inc Note	1,865,000.00	05/10/2021	1,862,277.10	99.04	1,847,062.43	0.79%	A1 / AA	2.36
	0.450% Due 05/12/2024		0.50%	1,862,858.45	0.86%	1,142.31	(15,796.02)	AA-	2.34
24422ETT6	John Deere Capital Corp Note	2,000,000.00	Various	2,093,680.00	103.83	2,076,644.00	0.89%	A2 / A	2.48
	2.650% Due 06/24/2024		1.32%	2,064,080.69	1.08%	1,030.56	12,563.31	A	2.40
02665WCZ2	American Honda Finance Note	1,500,000.00	07/10/2019	1,493,742.00	103.02	1,545,321.00	0.66%	A3 / A-	2.49
	2.400% Due 06/27/2024		2.49%	1,496,864.09	1.16%	400.00	48,456.91	NR	2.42
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022	465,000.00	06/29/2021	464,762.85	99.09	460,764.32	0.20%	A2 / A+	2.54
	0.625% Due 07/15/2024		0.64%	464,800.18	0.99%	1,364.32	(4,035.86)	NR	2.50
78013XZU5	Royal Bank of Canada Note	2,500,000.00	09/10/2019	2,531,325.00	103.34	2,583,387.50	1.12%	A2 / A	2.54
	2.550% Due 07/16/2024		2.28%	2,516,415.08	1.21%	29,218.75	66,972.42	AA-	2.44
46647PAU0	JP Morgan Chase & Co Callable Note 1X 7/23/2023	2,500,000.00	09/12/2019	2,632,175.00	104.23	2,605,685.00	1.14%	A2 / A-	2.56
	3.797% Due 07/23/2024		2.11%	2,569,667.86	1.06%	41,661.53	36,017.14	AA-	1.50
90331HPL1	US Bank NA Callable Note Cont 12/21/2024	2,610,000.00	01/16/2020	2,604,440.70	102.31	2,670,340.59	1.16%	A1 / AA-	3.06
	2.050% Due 01/21/2025		2.10%	2,606,604.17	1.25%	23,780.00	63,736.42	AA-	2.86
00440EAS6	Chubb INA Holdings Inc Note	2,500,000.00	Various	2,753,600.00	105.57	2,639,290.00	1.14%	A3 / A	3.21
	3.150% Due 03/15/2025		0.76%	2,687,839.92	1.37%	23,187.50	(48,549.92)	A	3.03
61747YEA9	Morgan Stanley Callable Note Cont 5/30/2024	3,040,000.00	05/26/2021	3,041,611.70	98.71	3,000,844.80	1.29%	A1 / BBB+	3.41
	0.790% Due 05/30/2025		0.73%	3,041,375.31	1.12%	2,068.05	(40,530.51)	A	3.36
438516CB0	Honeywell Intl Callable Note Cont 5/1/2025	2,500,000.00	06/23/2020	2,559,500.00	100.44	2,511,060.00	1.08%	A2 / A	3.42
	1.350% Due 06/01/2025		0.85%	2,540,853.75	1.21%	2,812.50	(29,793.75)	A	3.25
78015K7H1	Royal Bank of Canada Note	1,000,000.00	02/22/2021	1,012,240.00	99.18	991,795.00	0.43%	A2 / A	3.44
	1.150% Due 06/10/2025		0.86%	1,009,810.75	1.39%	670.83	(18,015.75)	AA-	3.36

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
02665WDL2	American Honda Finance Note	1,000,000.00	08/10/2021	1,007,640.00	99.65	996,531.00	0.43%	A3 / A-	3.52
	1.200% Due 07/08/2025		1.00%	1,006,879.21	1.30%	5,766.67	(10,348.21)	NR	3.41
89114QCK2	Toronto Dominion Bank Note	1,000,000.00	02/16/2021	997,230.00	97.37	973,703.00	0.42%	A1 / A	3.70
	0.750% Due 09/11/2025		0.81%	997,757.06	1.48%	2,291.67	(24,054.06)	AA-	3.61
06051GHY8	Bank of America Corp Callable Note Cont 2/13/2025	1,250,000.00	03/04/2021	1,291,725.00	101.33	1,266,591.25	0.55%	A2 / A-	4.12
	2.015% Due 02/13/2026		1.09%	1,284,805.55	1.40%	9,655.21	(18,214.30)	AA-	3.92
46647PBH8	JP Morgan Chase & Co Callable Note Mthly 3/13/2025	1,000,000.00	04/29/2021	1,030,270.00	101.22	1,012,204.00	0.44%	A2 / A-	4.20
	2.005% Due 03/13/2026		1.20%	1,025,000.06	1.61%	6,015.00	(12,796.06)	AA-	3.08
808513BR5	Charles Schwab Corp Callable Note Cont 4/13/2026	1,370,000.00	05/11/2021	1,366,821.60	98.71	1,352,290.01	0.58%	A2 / A	4.37
	1.150% Due 05/13/2026		1.20%	1,367,227.17	1.46%	2,100.67	(14,937.16)	A	4.23
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026	605,000.00	Various	606,957.25	98.97	598,789.68	0.26%	A3 / A+	4.37
	1.150% Due 05/15/2026		1.08%	606,736.76	1.39%	889.02	(7,947.08)	A	4.24
89236TJK2	Toyota Motor Credit Corp Note	2,485,000.00	06/15/2021	2,483,906.60	98.54	2,448,674.27	1.05%	A1 / A+	4.47
	1.125% Due 06/18/2026		1.13%	2,484,024.56	1.46%	1,009.53	(35,350.29)	A+	4.33
58989V2D5	Met Tower Global Funding Note	1,285,000.00	09/07/2021	1,283,817.80	97.89	1,257,923.77	0.54%	Aa3 / AA-	4.71
	1.250% Due 09/14/2026		1.27%	1,283,888.37	1.72%	4,774.13	(25,964.60)	AA-	4.52
06368FAC3	Bank of Montreal Note	2,500,000.00	Various	2,495,539.50	97.92	2,448,000.00	1.05%	A2 / A-	4.71
	1.250% Due 09/15/2026		1.29%	2,495,803.32	1.71%	9,201.39	(47,803.32)	AA-	4.53
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026	585,000.00	09/08/2021	583,894.35	98.94	578,776.77	0.25%	Aa2 / AA	4.72
	1.050% Due 09/17/2026		1.09%	583,958.53	1.28%	1,774.50	(5,181.76)	AA	4.56
				55,781,725.10		**56,130,717.49**	**24.22%**	**A1 / A**	**2.81**
TOTAL Corporate		**55,155,000.00**	**1.93%**	**55,606,179.37**	**1.13%**	**313,456.23**	**524,538.12**	**A+**	**2.58**
Money Market Fund									
31846V203	First American Govt Obligation Fund Class Y	287,150.19	Various	287,150.19	1.00	287,150.19	0.12%	Aaa / AAA	0.00
			0.01%	287,150.19	0.01%	0.00	0.00	AAA	0.00
				287,150.19		**287,150.19**	**0.12%**	**Aaa / AAA**	**0.00**
TOTAL Money Market Fund		**287,150.19**	**0.01%**	**287,150.19**	**0.01%**	**0.00**	**0.00**	**Aaa**	**0.00**
Negotiable CD									
06417MQL2	Bank of Nova Scotia Houston Yankee CD	2,500,000.00	06/29/2021	2,499,999.81	99.95	2,498,692.50	1.07%	P-1 / A-1	0.48
	0.200% Due 06/23/2022		0.20%	2,499,999.91	0.31%	2,666.67	(1,307.41)	F-1+	0.48

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
86959RTW0	Svenska Handelsbanken NY Yankee CD	2,500,000.00	10/15/2021	2,500,126.08	99.91	2,497,867.50	1.07%	P-1 / A-1+	0.79
	0.255% Due 10/14/2022		0.25%	2,500,099.06	0.36%	1,381.25	(2,231.56)	F-1+	0.78
				5,000,125.89		**4,996,560.00**	**2.15%**	**Aaa / AA+**	**0.63**
TOTAL Negotiable CD		**5,000,000.00**	**0.23%**	**5,000,098.97**	**0.34%**	**4,047.92**	**(3,538.97)**	**Aaa**	**0.63**
Supranational									
459058FY4	Intl. Bank Recon & Development Note	2,000,000.00	10/26/2017	1,990,320.00	100.10	2,002,020.00	0.87%	Aaa / NR	0.07
	2.000% Due 01/26/2022		2.12%	1,999,843.77	0.54%	17,222.22	2,176.23	AAA	0.07
4581X0CZ9	Inter-American Dev Bank Note	2,500,000.00	11/28/2017	2,451,675.00	100.95	2,523,655.00	1.09%	Aaa / AAA	0.70
	1.750% Due 09/14/2022		2.18%	2,492,926.70	0.40%	13,003.47	30,728.30	AAA	0.70
4581X0DZ8	Inter-American Dev Bank Note	3,680,000.00	09/15/2021	3,677,276.80	98.68	3,631,240.00	1.56%	Aaa / AAA	2.73
	0.500% Due 09/23/2024		0.52%	3,677,525.27	0.99%	5,008.89	(46,285.27)	NR	2.70
459058JB0	Intl. Bank Recon & Development Note	2,260,000.00	04/15/2020	2,251,253.80	98.37	2,223,184.60	0.96%	Aaa / AAA	3.31
	0.625% Due 04/22/2025		0.70%	2,254,218.69	1.13%	2,707.29	(31,034.09)	NR	3.26
4581X0DN5	Inter-American Dev Bank Note	1,685,000.00	01/13/2021	1,692,329.75	98.16	1,653,970.73	0.71%	Aaa / AAA	3.54
	0.625% Due 07/15/2025		0.53%	1,690,762.92	1.16%	4,856.08	(36,792.19)	NR	3.47
459058JL8	Intl. Bank Recon & Development Note	6,000,000.00	Various	5,986,632.00	97.46	5,847,714.00	2.51%	Aaa / AAA	3.83
	0.500% Due 10/28/2025		0.55%	5,989,226.93	1.18%	5,250.00	(141,512.93)	AAA	3.77
4581X0DV7	Inter-American Dev Bank Note	4,615,000.00	04/13/2021	4,593,863.30	98.44	4,542,789.10	1.95%	Aaa / AAA	4.30
	0.875% Due 04/20/2026		0.97%	4,596,826.61	1.25%	7,964.08	(54,037.51)	AAA	4.20
				22,643,350.65		**22,424,573.43**	**9.65%**	**Aaa / AAA**	**2.98**
TOTAL Supranational		**22,740,000.00**	**0.96%**	**22,701,330.89**	**1.01%**	**56,012.03**	**(276,757.46)**	**Aaa**	**2.93**
US Treasury									
912828XW5	US Treasury Note	3,000,000.00	07/25/2017	2,984,072.55	100.76	3,022,734.00	1.30%	Aaa / AA+	0.50
	1.750% Due 06/30/2022		1.86%	2,998,407.26	0.23%	145.03	24,326.74	AAA	0.50
912828L24	US Treasury Note	2,000,000.00	09/27/2017	1,995,944.20	101.05	2,020,938.00	0.87%	Aaa / AA+	0.67
	1.875% Due 08/31/2022		1.92%	1,999,454.11	0.29%	12,741.71	21,483.89	AAA	0.66
912828L57	US Treasury Note	3,750,000.00	Various	3,702,841.80	101.07	3,789,990.00	1.63%	Aaa / AA+	0.75
	1.750% Due 09/30/2022		2.02%	3,742,827.56	0.32%	16,766.83	47,162.44	AAA	0.74
912828M49	US Treasury Note	1,000,000.00	01/30/2018	973,359.38	101.25	1,012,461.00	0.44%	Aaa / AA+	0.83
	1.875% Due 10/31/2022		2.47%	995,344.81	0.37%	3,211.33	17,116.19	AAA	0.83
9128284D9	US Treasury Note	3,750,000.00	Various	3,706,123.05	102.47	3,842,580.00	1.66%	Aaa / AA+	1.25
	2.500% Due 03/31/2023		2.75%	3,738,952.70	0.51%	23,952.61	103,627.30	AAA	1.23
912828R69	US Treasury Note	1,500,000.00	05/30/2018	1,427,167.97	101.51	1,522,675.50	0.65%	Aaa / AA+	1.41
	1.625% Due 05/31/2023		2.67%	1,479,458.66	0.55%	2,142.86	43,216.84	AAA	1.40

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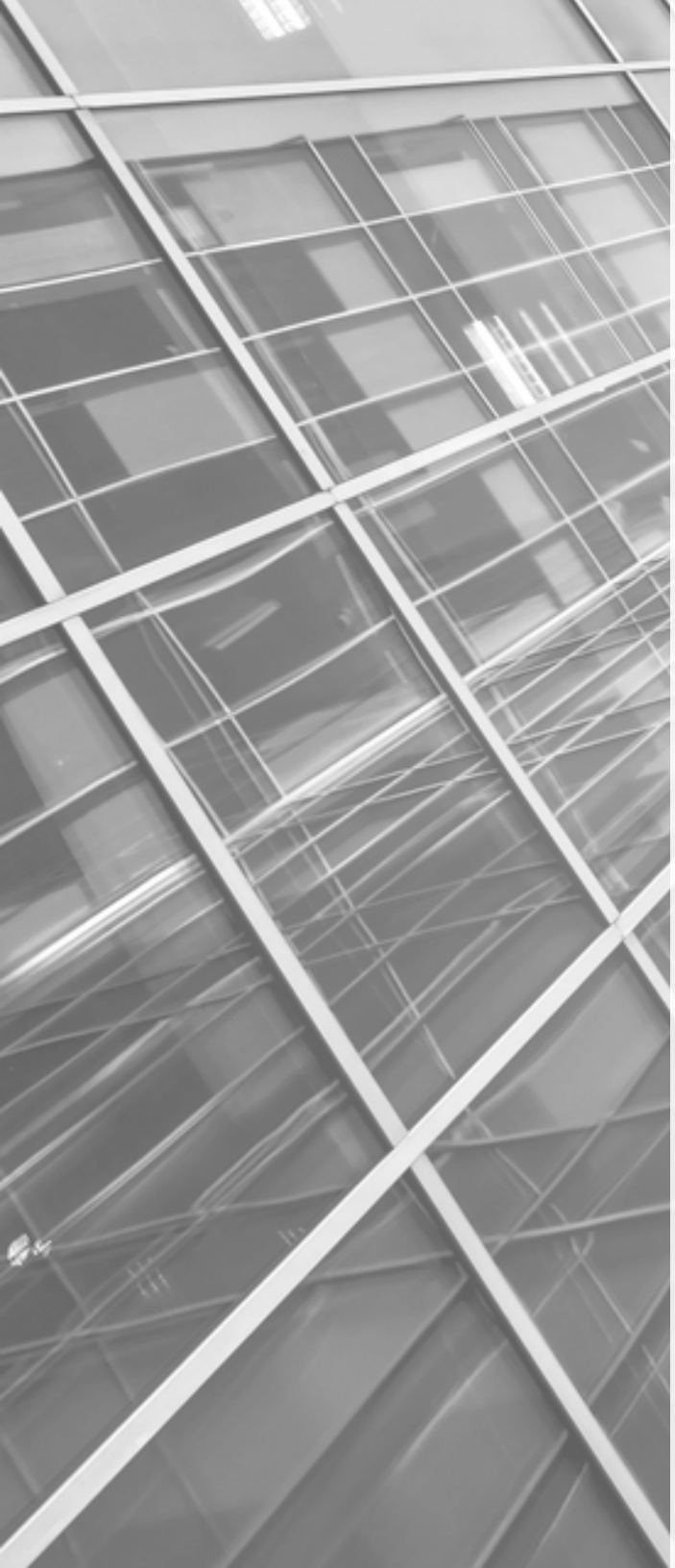
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828U57	US Treasury Note 2.125% Due 11/30/2023	5,000,000.00	Various 2.53%	4,908,242.19 4,963,782.12	102.70 0.71%	5,134,765.00 9,340.66	2.21% 170,982.88	Aaa / AA+ AAA	1.92 1.88
912828V80	US Treasury Note 2.250% Due 01/31/2024	5,000,000.00	Various 2.32%	4,983,691.41 4,992,951.70	103.09 0.75%	5,154,295.00 47,078.80	2.23% 161,343.30	Aaa / AA+ AAA	2.08 2.02
912828WJ5	US Treasury Note 2.500% Due 05/15/2024	1,750,000.00	06/10/2019 1.91%	1,798,261.72 1,773,192.44	103.90 0.84%	1,818,290.25 5,680.25	0.78% 45,097.81	Aaa / AA+ AAA	2.37 2.30
9128282N9	US Treasury Note 2.125% Due 07/31/2024	2,000,000.00	08/30/2019 1.44%	2,064,531.25 2,033,827.73	103.20 0.87%	2,063,984.00 17,785.33	0.89% 30,156.27	Aaa / AA+ AAA	2.58 2.50
912828YH7	US Treasury Note 1.500% Due 09/30/2024	3,500,000.00	Various 1.65%	3,474,941.41 3,485,805.18	101.60 0.91%	3,556,056.00 13,413.47	1.53% 70,250.82	Aaa / AA+ AAA	2.75 2.68
9128283J7	US Treasury Note 2.125% Due 11/30/2024	3,000,000.00	Various 1.76%	3,051,650.40 3,030,341.63	103.36 0.95%	3,100,899.00 5,604.40	1.33% 70,557.37	Aaa / AA+ AAA	2.92 2.83
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	3,500,000.00	03/24/2020 0.52%	3,603,222.66 3,566,140.45	100.38 1.00%	3,513,398.00 13,378.80	1.51% (52,742.45)	Aaa / AA+ AAA	3.16 3.09
912828ZL7	US Treasury Note 0.375% Due 04/30/2025	4,000,000.00	Various 0.38%	3,998,593.75 3,999,040.10	97.81 1.04%	3,912,500.00 2,569.06	1.68% (86,540.10)	Aaa / AA+ AAA	3.33 3.29
91282CAM3	US Treasury Note 0.250% Due 09/30/2025	2,500,000.00	10/16/2020 0.32%	2,491,406.25 2,493,494.05	96.88 1.10%	2,421,875.00 1,596.84	1.04% (71,619.05)	Aaa / AA+ AAA	3.75 3.71
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	1,000,000.00	12/29/2020 0.38%	999,921.88 999,937.54	96.97 1.15%	969,727.00 10.36	0.42% (30,210.54)	Aaa / AA+ AAA	4.00 3.95
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	4,000,000.00	02/23/2021 0.58%	3,960,625.00 3,967,420.57	96.79 1.18%	3,871,564.00 6,277.17	1.66% (95,856.57)	Aaa / AA+ AAA	4.09 4.03
91282CBQ3	US Treasury Note 0.500% Due 02/28/2026	2,500,000.00	03/26/2021 0.83%	2,459,960.94 2,466,155.07	97.21 1.19%	2,430,175.00 4,247.24	1.04% (35,980.07)	Aaa / AA+ AAA	4.16 4.09
91282CBT7	US Treasury Note 0.750% Due 03/31/2026	5,000,000.00	Various 0.85%	4,974,804.69 4,978,541.17	98.15 1.20%	4,907,615.00 9,581.05	2.11% (70,926.17)	Aaa / AA+ AAA	4.25 4.15
91282CCF6	US Treasury Note 0.750% Due 05/31/2026	2,000,000.00	06/18/2021 0.91%	1,985,000.00 1,986,612.19	98.00 1.22%	1,960,000.00 1,318.68	0.84% (26,612.19)	Aaa / AA+ AAA	4.42 4.32
91282CCW9	US Treasury Note 0.750% Due 08/31/2026	2,000,000.00	08/30/2021 0.77%	1,998,515.63 1,998,615.62	97.82 1.23%	1,956,406.00 5,096.69	0.84% (42,209.62)	Aaa / AA+ AAA	4.67 4.55
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	5,000,000.00	Various 1.25%	4,970,498.06 4,970,898.16	99.40 1.25%	4,969,920.00 9,633.97	2.14% (978.16)	Aaa / AA+ AAA	4.84 4.68
TOTAL US Treasury		**66,750,000.00**	**1.47%**	**66,513,376.19** **66,661,200.82**	**0.87%**	**66,952,847.75** **211,573.14**	**28.82%** **291,646.93**	**Aaa / AA+** **Aaa**	**2.81** **2.75**
TOTAL PORTFOLIO		**230,300,711.57**	**1.49%**	**231,374,684.84** **231,045,377.04**	**0.91%**	**232,176,962.32** **885,827.55**	**100.00%** **1,131,585.28**	**Aa1 / AA** **Aaa**	**2.67** **2.47**
TOTAL MARKET VALUE PLUS ACCRUALS						**233,062,789.87**			

Holdings Report

As of December 31, 2021

City of Dublin Reporting Account - Account #10219

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	50,395,432.88	Various 0.22%	50,395,432.88 50,395,432.88	1.00 0.22%	50,395,432.88 26,612.95	33.74% 0.00	NR / NR NR	0.00 0.00
				50,395,432.88		**50,395,432.88**	**33.74%**	**NR / NR**	**0.00**
TOTAL LAIF		**50,395,432.88**	**0.22%**	**50,395,432.88**	**0.22%**	**26,612.95**	**0.00**	**NR**	**0.00**
Local Gov Investment Pool									
90CAMP$00	California Asset Mgmt Program CAMP	99,038,041.80	Various 0.05%	99,038,041.80 99,038,041.80	1.00 0.05%	99,038,041.80 0.00	66.26% 0.00	NR / AAA NR	0.00 0.00
				99,038,041.80		**99,038,041.80**	**66.26%**	**NR / AAA**	**0.00**
TOTAL Local Gov Investment Pool		**99,038,041.80**	**0.05%**	**99,038,041.80**	**0.05%**	**0.00**	**0.00**	**NR**	**0.00**
				149,433,474.68		**149,433,474.68**	**100.00%**	**NR / AAA**	**0.00**
TOTAL PORTFOLIO		**149,433,474.68**	**0.11%**	**149,433,474.68**	**0.11%**	**26,612.95**	**0.00**	**NR**	**0.00**
TOTAL MARKET VALUE PLUS ACCRUALS						**149,460,087.63**			



Section 5 | Transactions

Transaction Ledger

As of December 31, 2021

City of Dublin - Account #10198

September 30, 2021 through December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/15/2021	86959RTW0	2,500,000.00	Svenska Handelsbanken NY Yankee CD 0.255% Due: 10/14/2022	100.005	0.25%	2,500,126.08	0.00	2,500,126.08	0.00
Purchase	10/21/2021	362554AC1	585,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due: 09/16/2026	99.997	0.68%	584,985.08	0.00	584,985.08	0.00
Purchase	11/17/2021	44935FAD6	545,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due: 05/15/2026	99.978	0.75%	544,878.36	0.00	544,878.36	0.00
Purchase	11/17/2021	91282CDG3	2,000,000.00	US Treasury Note 1.125% Due: 10/31/2026	99.316	1.27%	1,986,328.13	1,056.63	1,987,384.76	0.00
Purchase	11/24/2021	43815GAC3	765,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due: 01/21/2026	99.979	0.89%	764,838.74	0.00	764,838.74	0.00
Purchase	12/22/2021	91282CDG3	1,750,000.00	US Treasury Note 1.125% Due: 10/31/2026	99.520	1.23%	1,741,591.80	2,828.04	1,744,419.84	0.00
Purchase	12/29/2021	91282CDG3	1,250,000.00	US Treasury Note 1.125% Due: 10/31/2026	99.406	1.25%	1,242,578.13	2,291.95	1,244,870.08	0.00
Subtotal			**9,395,000.00**				**9,365,326.32**	**6,176.62**	**9,371,502.94**	**0.00**
TOTAL ACQUISITIONS			**9,395,000.00**				**9,365,326.32**	**6,176.62**	**9,371,502.94**	**0.00**
DISPOSITIONS										
Sale	10/15/2021	912828J76	3,000,000.00	US Treasury Note 1.75% Due: 03/31/2022	100.773	1.85%	3,023,203.13	2,163.46	3,025,366.59	24,517.76
Sale	11/17/2021	912828WZ9	1,750,000.00	US Treasury Note 1.75% Due: 04/30/2022	100.766	1.84%	1,763,398.44	1,438.19	1,764,836.63	14,038.71
Sale	11/23/2021	912828XR6	250,000.00	US Treasury Note 1.75% Due: 05/31/2022	100.879	1.81%	252,197.27	2,103.83	254,301.10	2,267.03
Sale	12/22/2021	912828XR6	1,250,000.00	US Treasury Note 1.75% Due: 05/31/2022	100.719	1.81%	1,258,984.38	1,322.12	1,260,306.50	9,279.64
Subtotal			**6,250,000.00**				**6,297,783.22**	**7,027.60**	**6,304,810.82**	**50,103.14**

Transaction Ledger

As of December 31, 2021

City of Dublin - Account #10198

September 30, 2021 through December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Call	12/23/2021	91159HHP8	1,000,000.00	US Bancorp Callable Note Cont 12/23/2021 2.625% Due: 01/24/2022	100.000	2.35%	1,000,000.00	10,864.58	1,010,864.58	0.00
Subtotal			**1,000,000.00**				**1,000,000.00**	**10,864.58**	**1,010,864.58**	**0.00**
TOTAL DISPOSITIONS			**7,250,000.00**				**7,297,783.22**	**17,892.18**	**7,315,675.40**	**50,103.14**

Transaction Ledger

As of December 31, 2021

City of Dublin Reporting Account - Account #10219

September 30, 2021 through December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/15/2021	90LAIF$00	30,668.44	Local Agency Investment Fund State Pool	1.000	0.21%	30,668.44	0.00	30,668.44	0.00
Purchase	10/31/2021	90CAMP$00	2,462.84	California Asset Mgmt Program CAMP	1.000	0.05%	2,462.84	0.00	2,462.84	0.00
Purchase	11/30/2021	90CAMP$00	2,908.59	California Asset Mgmt Program CAMP	1.000	0.05%	2,908.59	0.00	2,908.59	0.00
Purchase	12/31/2021	90CAMP$00	3,400.69	California Asset Mgmt Program CAMP	1.000	0.05%	3,400.69	0.00	3,400.69	0.00
Subtotal			**39,440.56**				**39,440.56**	**0.00**	**39,440.56**	**0.00**
Security Contribution	10/08/2021	90CAMP$00	5,000,000.00	California Asset Mgmt Program CAMP	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Contribution	10/18/2021	90CAMP$00	24,000,000.00	California Asset Mgmt Program CAMP	1.000		24,000,000.00	0.00	24,000,000.00	0.00
Security Contribution	11/02/2021	90CAMP$00	1,100,000.00	California Asset Mgmt Program CAMP	1.000		1,100,000.00	0.00	1,100,000.00	0.00
Security Contribution	11/12/2021	90CAMP$00	5,800,000.00	California Asset Mgmt Program CAMP	1.000		5,800,000.00	0.00	5,800,000.00	0.00
Security Contribution	11/29/2021	90CAMP$00	1,800,000.00	California Asset Mgmt Program CAMP	1.000		1,800,000.00	0.00	1,800,000.00	0.00
Security Contribution	12/03/2021	90CAMP$00	2,500,000.00	California Asset Mgmt Program CAMP	1.000		2,500,000.00	0.00	2,500,000.00	0.00

Transaction Ledger

As of December 31, 2021

City of Dublin Reporting Account - Account #10219

September 30, 2021 through December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Contribution	12/23/2021	90CAMP$00	28,000,000.00	California Asset Mgmt Program CAMP	1.000		28,000,000.00	0.00	28,000,000.00	0.00
Subtotal			**68,200,000.00**				**68,200,000.00**	**0.00**	**68,200,000.00**	**0.00**
TOTAL ACQUISITIONS			**68,239,440.56**				**68,239,440.56**	**0.00**	**68,239,440.56**	**0.00**
DISPOSITIONS										
Security Withdrawal	10/22/2021	90CAMP$00	3,200,000.00	California Asset Mgmt Program CAMP	1.000		3,200,000.00	0.00	3,200,000.00	0.00
Security Withdrawal	11/05/2021	90CAMP$00	2,200,000.00	California Asset Mgmt Program CAMP	1.000		2,200,000.00	0.00	2,200,000.00	0.00
Security Withdrawal	11/19/2021	90CAMP$00	4,800,000.00	California Asset Mgmt Program CAMP	1.000		4,800,000.00	0.00	4,800,000.00	0.00
Security Withdrawal	12/10/2021	90CAMP$00	2,100,000.00	California Asset Mgmt Program CAMP	1.000		2,100,000.00	0.00	2,100,000.00	0.00
Subtotal			**12,300,000.00**				**12,300,000.00**	**0.00**	**12,300,000.00**	**0.00**
TOTAL DISPOSITIONS			**12,300,000.00**				**12,300,000.00**	**0.00**	**12,300,000.00**	**0.00**

Transaction Ledger

As of December 31, 2021

City of Dublin Consolidated - Account #10221

September 30, 2021 through December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/15/2021	86959RTW0	2,500,000.00	Svenska Handelsbanken NY Yankee CD 0.255% Due: 10/14/2022	100.005	0.25%	2,500,126.08	0.00	2,500,126.08	0.00
Purchase	10/15/2021	90LAIF$00	30,668.44	Local Agency Investment Fund State Pool	1.000	0.21%	30,668.44	0.00	30,668.44	0.00
Purchase	10/21/2021	362554AC1	585,000.00	GM Financial Securitized Term 2021-4 A3 0.68% Due: 09/16/2026	99.997	0.68%	584,985.08	0.00	584,985.08	0.00
Purchase	10/31/2021	90CAMP$00	2,462.84	California Asset Mgmt Program CAMP	1.000	0.05%	2,462.84	0.00	2,462.84	0.00
Purchase	11/17/2021	44935FAD6	545,000.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due: 05/15/2026	99.978	0.75%	544,878.36	0.00	544,878.36	0.00
Purchase	11/17/2021	91282CDG3	2,000,000.00	US Treasury Note 1.125% Due: 10/31/2026	99.316	1.27%	1,986,328.13	1,056.63	1,987,384.76	0.00
Purchase	11/24/2021	43815GAC3	765,000.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due: 01/21/2026	99.979	0.89%	764,838.74	0.00	764,838.74	0.00
Purchase	11/30/2021	90CAMP$00	2,908.59	California Asset Mgmt Program CAMP	1.000	0.05%	2,908.59	0.00	2,908.59	0.00
Purchase	12/22/2021	91282CDG3	1,750,000.00	US Treasury Note 1.125% Due: 10/31/2026	99.520	1.23%	1,741,591.80	2,828.04	1,744,419.84	0.00
Purchase	12/29/2021	91282CDG3	1,250,000.00	US Treasury Note 1.125% Due: 10/31/2026	99.406	1.25%	1,242,578.13	2,291.95	1,244,870.08	0.00
Purchase	12/31/2021	90CAMP$00	3,400.69	California Asset Mgmt Program CAMP	1.000	0.05%	3,400.69	0.00	3,400.69	0.00
Subtotal			**9,434,440.56**				**9,404,766.88**	**6,176.62**	**9,410,943.50**	**0.00**
Security Contribution	10/08/2021	90CAMP$00	5,000,000.00	California Asset Mgmt Program CAMP	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Security Contribution	10/18/2021	90CAMP$00	24,000,000.00	California Asset Mgmt Program CAMP	1.000		24,000,000.00	0.00	24,000,000.00	0.00
Security Contribution	11/02/2021	90CAMP$00	1,100,000.00	California Asset Mgmt Program CAMP	1.000		1,100,000.00	0.00	1,100,000.00	0.00
Security Contribution	11/12/2021	90CAMP$00	5,800,000.00	California Asset Mgmt Program CAMP	1.000		5,800,000.00	0.00	5,800,000.00	0.00

Transaction Ledger

As of December 31, 2021

City of Dublin Consolidated - Account #10221

September 30, 2021 through December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Contribution	11/29/2021	90CAMP$00	1,800,000.00	California Asset Mgmt Program CAMP	1.000		1,800,000.00	0.00	1,800,000.00	0.00
Security Contribution	12/03/2021	90CAMP$00	2,500,000.00	California Asset Mgmt Program CAMP	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Security Contribution	12/23/2021	90CAMP$00	28,000,000.00	California Asset Mgmt Program CAMP	1.000		28,000,000.00	0.00	28,000,000.00	0.00
Subtotal			**68,200,000.00**				**68,200,000.00**	**0.00**	**68,200,000.00**	**0.00**
TOTAL ACQUISITIONS			**77,634,440.56**				**77,604,766.88**	**6,176.62**	**77,610,943.50**	**0.00**
DISPOSITIONS										
Sale	10/15/2021	912828J76	3,000,000.00	US Treasury Note 1.75% Due: 03/31/2022	100.773	1.85%	3,023,203.13	2,163.46	3,025,366.59	24,517.76
Sale	11/17/2021	912828WZ9	1,750,000.00	US Treasury Note 1.75% Due: 04/30/2022	100.766	1.84%	1,763,398.44	1,438.19	1,764,836.63	14,038.71
Sale	11/23/2021	912828XR6	250,000.00	US Treasury Note 1.75% Due: 05/31/2022	100.879	1.81%	252,197.27	2,103.83	254,301.10	2,267.03
Sale	12/22/2021	912828XR6	1,250,000.00	US Treasury Note 1.75% Due: 05/31/2022	100.719	1.81%	1,258,984.38	1,322.12	1,260,306.50	9,279.64
Subtotal			**6,250,000.00**				**6,297,783.22**	**7,027.60**	**6,304,810.82**	**50,103.14**
Call	12/23/2021	91159HHP8	1,000,000.00	US Bancorp Callable Note Cont 12/23/2021 2.625% Due: 01/24/2022	100.000	2.35%	1,000,000.00	10,864.58	1,010,864.58	0.00
Subtotal			**1,000,000.00**				**1,000,000.00**	**10,864.58**	**1,010,864.58**	**0.00**
Security Withdrawal	10/22/2021	90CAMP$00	3,200,000.00	California Asset Mgmt Program CAMP	1.000		3,200,000.00	0.00	3,200,000.00	0.00

Transaction Ledger

As of December 31, 2021

City of Dublin Consolidated - Account #10221

September 30, 2021 through December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Security Withdrawal	11/05/2021	90CAMP$00	2,200,000.00	California Asset Mgmt Program CAMP	1.000		2,200,000.00	0.00	2,200,000.00	0.00
Security Withdrawal	11/19/2021	90CAMP$00	4,800,000.00	California Asset Mgmt Program CAMP	1.000		4,800,000.00	0.00	4,800,000.00	0.00
Security Withdrawal	12/10/2021	90CAMP$00	2,100,000.00	California Asset Mgmt Program CAMP	1.000		2,100,000.00	0.00	2,100,000.00	0.00
Subtotal			**12,300,000.00**				**12,300,000.00**	**0.00**	**12,300,000.00**	**0.00**
TOTAL DISPOSITIONS			**19,550,000.00**				**19,597,783.22**	**17,892.18**	**19,615,675.40**	**50,103.14**

Important Disclosures

As of December 31, 2021

2022 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Benchmark Disclosures

As of December 31, 2021

ICE BofA 1-5 Yr US Treasury & Agency Index*

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

City of Dublin Consolidated

Account #10221

Holdings Report

As of December 31, 2021

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
9128283J7	US Treasury Note 2.125% Due 11/30/2024	3,000,000.00	Various 1.76%	3,051,650.40 3,030,341.63	103.36 0.95%	3,100,899.00 5,604.40	0.81% 70,557.37	Aaa / AA+ AAA	2.92 2.83
912828ZC7	US Treasury Note 1.125% Due 2/28/2025	3,500,000.00	03/24/2020 0.52%	3,603,222.66 3,566,140.45	100.38 1.00%	3,513,398.00 13,378.80	0.92% (52,742.45)	Aaa / AA+ AAA	3.16 3.09
912828ZL7	US Treasury Note 0.375% Due 4/30/2025	4,000,000.00	Various 0.38%	3,998,593.75 3,999,040.10	97.81 1.04%	3,912,500.00 2,569.06	1.02% (86,540.10)	Aaa / AA+ AAA	3.33 3.29
91282CAM3	US Treasury Note 0.25% Due 9/30/2025	2,500,000.00	10/16/2020 0.32%	2,491,406.25 2,493,494.05	96.88 1.10%	2,421,875.00 1,596.84	0.63% (71,619.05)	Aaa / AA+ AAA	3.75 3.71
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	1,000,000.00	12/29/2020 0.38%	999,921.88 999,937.54	96.97 1.15%	969,727.00 10.36	0.25% (30,210.54)	Aaa / AA+ AAA	4.00 3.95
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	4,000,000.00	02/23/2021 0.58%	3,960,625.00 3,967,420.57	96.79 1.18%	3,871,564.00 6,277.17	1.01% (95,856.57)	Aaa / AA+ AAA	4.09 4.03
91282CBQ3	US Treasury Note 0.5% Due 2/28/2026	2,500,000.00	03/26/2021 0.83%	2,459,960.94 2,466,155.07	97.21 1.19%	2,430,175.00 4,247.24	0.64% (35,980.07)	Aaa / AA+ AAA	4.16 4.09
91282CBT7	US Treasury Note 0.75% Due 3/31/2026	5,000,000.00	Various 0.85%	4,974,804.69 4,978,541.17	98.15 1.20%	4,907,615.00 9,581.05	1.29% (70,926.17)	Aaa / AA+ AAA	4.25 4.15
91282CCF6	US Treasury Note 0.75% Due 5/31/2026	2,000,000.00	06/18/2021 0.91%	1,985,000.00 1,986,612.19	98.00 1.22%	1,960,000.00 1,318.68	0.51% (26,612.19)	Aaa / AA+ AAA	4.42 4.32
91282CCW9	US Treasury Note 0.75% Due 8/31/2026	2,000,000.00	08/30/2021 0.77%	1,998,515.63 1,998,615.62	97.82 1.23%	1,956,406.00 5,096.69	0.51% (42,209.62)	Aaa / AA+ AAA	4.67 4.55
91282CDG3	US Treasury Note 1.125% Due 10/31/2026	5,000,000.00	Various 1.25%	4,970,498.06 4,970,898.16	99.40 1.25%	4,969,920.00 9,633.97	1.30% (978.16)	Aaa / AA+ AAA	4.84 4.68
Total US Treasury		**66,750,000.00**	**1.47%**	**66,513,376.19** **66,661,200.82**	**0.87%**	**66,952,847.75** **211,573.14**	**17.56%** **291,646.93**	**Aaa / AA+** **AAA**	**2.81** **2.75**
TOTAL PORTFOLIO		**379,734,186.25**	**0.94%**	**380,808,159.52** **380,478,851.72**	**0.60%**	**381,610,437.00** **912,440.50**	**100.00%** **1,131,585.28**	**Aa1 / AA+** **AAA**	**1.63** **1.50**
TOTAL MARKET VALUE PLUS ACCRUED						**382,522,877.50**			

Transaction Ledger

As of December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2021	31846V203	16,875.00	First American Govt Obligation Fund Class Y	1.000	0.01%	16,875.00	0.00	16,875.00	0.00
Purchase	12/01/2021	31846V203	4.52	First American Govt Obligation Fund Class Y	1.000	0.01%	4.52	0.00	4.52	0.00
Purchase	12/08/2021	31846V203	123,050.00	First American Govt Obligation Fund Class Y	1.000	0.01%	123,050.00	0.00	123,050.00	0.00
Purchase	12/09/2021	31846V203	24,375.00	First American Govt Obligation Fund Class Y	1.000	0.01%	24,375.00	0.00	24,375.00	0.00
Purchase	12/10/2021	31846V203	5,750.00	First American Govt Obligation Fund Class Y	1.000	0.01%	5,750.00	0.00	5,750.00	0.00
Purchase	12/14/2021	31846V203	54,553.13	First American Govt Obligation Fund Class Y	1.000	0.01%	54,553.13	0.00	54,553.13	0.00
Purchase	12/15/2021	31846V203	378.33	First American Govt Obligation Fund Class Y	1.000	0.01%	378.33	0.00	378.33	0.00
Purchase	12/15/2021	31846V203	375.83	First American Govt Obligation Fund Class Y	1.000	0.01%	375.83	0.00	375.83	0.00
Purchase	12/15/2021	31846V203	313.68	First American Govt Obligation Fund Class Y	1.000	0.01%	313.68	0.00	313.68	0.00
Purchase	12/15/2021	31846V203	390.50	First American Govt Obligation Fund Class Y	1.000	0.01%	390.50	0.00	390.50	0.00
Purchase	12/15/2021	31846V203	229.58	First American Govt Obligation Fund Class Y	1.000	0.01%	229.58	0.00	229.58	0.00
Purchase	12/15/2021	31846V203	653.92	First American Govt Obligation Fund Class Y	1.000	0.01%	653.92	0.00	653.92	0.00
Purchase	12/15/2021	31846V203	218.88	First American Govt Obligation Fund Class Y	1.000	0.01%	218.88	0.00	218.88	0.00
Purchase	12/15/2021	31846V203	240.00	First American Govt Obligation Fund Class Y	1.000	0.01%	240.00	0.00	240.00	0.00
Purchase	12/15/2021	31846V203	418.17	First American Govt Obligation Fund Class Y	1.000	0.01%	418.17	0.00	418.17	0.00
Purchase	12/15/2021	31846V203	44,592.60	First American Govt Obligation Fund Class Y	1.000	0.01%	44,592.60	0.00	44,592.60	0.00

Transaction Ledger

As of December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/15/2021	31846V203	94,036.29	First American Govt Obligation Fund Class Y	1.000	0.01%	94,036.29	0.00	94,036.29	0.00
Purchase	12/15/2021	31846V203	65,591.51	First American Govt Obligation Fund Class Y	1.000	0.01%	65,591.51	0.00	65,591.51	0.00
Purchase	12/16/2021	31846V203	331.50	First American Govt Obligation Fund Class Y	1.000	0.01%	331.50	0.00	331.50	0.00
Purchase	12/17/2021	31846V203	8,587.50	First American Govt Obligation Fund Class Y	1.000	0.01%	8,587.50	0.00	8,587.50	0.00
Purchase	12/18/2021	31846V203	13,978.13	First American Govt Obligation Fund Class Y	1.000	0.01%	13,978.13	0.00	13,978.13	0.00
Purchase	12/19/2021	31846V203	27,500.00	First American Govt Obligation Fund Class Y	1.000	0.01%	27,500.00	0.00	27,500.00	0.00
Purchase	12/20/2021	31846V203	345.33	First American Govt Obligation Fund Class Y	1.000	0.01%	345.33	0.00	345.33	0.00
Purchase	12/20/2021	31846V203	381.50	First American Govt Obligation Fund Class Y	1.000	0.01%	381.50	0.00	381.50	0.00
Purchase	12/21/2021	31846V203	504.90	First American Govt Obligation Fund Class Y	1.000	0.01%	504.90	0.00	504.90	0.00
Purchase	12/22/2021	91282CDG3	1,750,000.00	US Treasury Note 1.125% Due 10/31/2026	99.520	1.23%	1,741,591.80	2,828.04	1,744,419.84	0.00
Purchase	12/23/2021	31846V203	1,010,864.58	First American Govt Obligation Fund Class Y	1.000	0.01%	1,010,864.58	0.00	1,010,864.58	0.00
Purchase	12/24/2021	31846V203	42,455.00	First American Govt Obligation Fund Class Y	1.000	0.01%	42,455.00	0.00	42,455.00	0.00
Purchase	12/26/2021	31846V203	23,460.00	First American Govt Obligation Fund Class Y	1.000	0.01%	23,460.00	0.00	23,460.00	0.00
Purchase	12/27/2021	31846V203	18,000.00	First American Govt Obligation Fund Class Y	1.000	0.01%	18,000.00	0.00	18,000.00	0.00
Purchase	12/27/2021	31846V203	195.25	First American Govt Obligation Fund Class Y	1.000	0.01%	195.25	0.00	195.25	0.00
Purchase	12/27/2021	31846V203	5,285.00	First American Govt Obligation Fund Class Y	1.000	0.01%	5,285.00	0.00	5,285.00	0.00

Transaction Ledger

As of December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/29/2021	31846V203	5.23	First American Govt Obligation Fund Class Y	1.000	0.01%	5.23	0.00	5.23	0.00
Purchase	12/29/2021	91282CDG3	1,250,000.00	US Treasury Note 1.125% Due 10/31/2026	99.406	1.25%	1,242,578.13	2,291.95	1,244,870.08	0.00
Purchase	12/31/2021	31846V203	28,125.00	First American Govt Obligation Fund Class Y	1.000	0.01%	28,125.00	0.00	28,125.00	0.00
Purchase	12/31/2021	90CAMP$00	3,400.69	California Asset Mgmt Program CAMP	1.000	0.05%	3,400.69	0.00	3,400.69	0.00
Subtotal			**4,615,466.55**				**4,599,636.48**	**5,119.99**	**4,604,756.47**	**0.00**
Security Contribution	12/03/2021	90CAMP$00	2,500,000.00	California Asset Mgmt Program CAMP	1.000		2,500,000.00	0.00	2,500,000.00	0.00
Security Contribution	12/23/2021	90CAMP$00	28,000,000.00	California Asset Mgmt Program CAMP	1.000		28,000,000.00	0.00	28,000,000.00	0.00
Subtotal			**30,500,000.00**				**30,500,000.00**	**0.00**	**30,500,000.00**	**0.00**
TOTAL ACQUISITIONS			**35,115,466.55**				**35,099,636.48**	**5,119.99**	**35,104,756.47**	**0.00**
DISPOSITIONS										
Sale	12/22/2021	31846V203	484,113.34	First American Govt Obligation Fund Class Y	1.000	0.01%	484,113.34	0.00	484,113.34	0.00
Sale	12/22/2021	912828XR6	1,250,000.00	US Treasury Note 1.75% Due 5/31/2022	100.719	1.81%	1,258,984.38	1,322.12	1,260,306.50	9,279.64
Sale	12/29/2021	31846V203	1,244,870.08	First American Govt Obligation Fund Class Y	1.000	0.01%	1,244,870.08	0.00	1,244,870.08	0.00
Subtotal			**2,978,983.42**				**2,987,967.80**	**1,322.12**	**2,989,289.92**	**9,279.64**
Call	12/23/2021	91159HHP8	1,000,000.00	US Bancorp Callable Note Cont 12/23/2021 2.625% Due 1/24/2022	100.000	2.35%	1,000,000.00	10,864.58	1,010,864.58	0.00
Subtotal			**1,000,000.00**				**1,000,000.00**	**10,864.58**	**1,010,864.58**	**0.00**
Paydown	12/15/2021	44891VAC5	0.00	Hyundai Auto Lease Trust 2021-B A3 0.33% Due 6/17/2024	100.000		0.00	390.50	390.50	0.00

Transaction Ledger

As of December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/15/2021	44933LAC7	0.00	Hyundai Auto Receivables Trust 2021-A A3 0.38% Due 9/15/2025	100.000		0.00	229.58	229.58	0.00
Paydown	12/15/2021	44934KAC8	0.00	Hyundai Auto Receivables Trust 2021-B A3 0.38% Due 1/15/2026	100.000		0.00	653.92	653.92	0.00
Paydown	12/15/2021	44935FAD6	0.00	Hyundai Auto Receivables Trust 2021-C A3 0.74% Due 5/15/2026	100.000		0.00	313.68	313.68	0.00
Paydown	12/15/2021	47787NAC3	0.00	John Deere Owner Trust 2020-B A3 0.51% Due 11/15/2024	100.000		0.00	218.88	218.88	0.00
Paydown	12/15/2021	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	240.00	240.00	0.00
Paydown	12/15/2021	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	418.17	418.17	0.00
Paydown	12/15/2021	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	378.33	378.33	0.00
Paydown	12/15/2021	65479GAD1	44,228.45	Nissan Auto Receivables Trust 2018-B A3 3.06% Due 3/15/2023	100.000		44,228.45	364.15	44,592.60	0.00
Paydown	12/15/2021	65479JAD5	92,233.35	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		92,233.35	1,802.94	94,036.29	0.00
Paydown	12/15/2021	89231PAD0	64,873.11	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	100.000		64,873.11	718.40	65,591.51	0.00
Paydown	12/15/2021	89237VAB5	0.00	Toyota Auto Receivables Trust 2020-C A3 0.44% Due 10/15/2024	100.000		0.00	375.83	375.83	0.00
Paydown	12/16/2021	362554AC1	0.00	GM Financial Securitized Term 2021-4 A3 0.68% Due 9/16/2026	100.000		0.00	331.50	331.50	0.00

Transaction Ledger

As of December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/20/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	345.33	345.33	0.00
Paydown	12/20/2021	89239CAC3	0.00	Toyota Lease Owner Trust 2021-B A3 0.42% Due 10/21/2024	100.000		0.00	381.50	381.50	0.00
Paydown	12/21/2021	43815GAC3	0.00	Honda Auto Receivables Trust 2021-4 A3 0.88% Due 1/21/2026	100.000		0.00	504.90	504.90	0.00
Paydown	12/27/2021	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	195.25	195.25	0.00
Paydown	12/27/2021	3137BFE98	0.00	FHLMC K041 A2 3.171% Due 10/25/2024	100.000		0.00	5,285.00	5,285.00	0.00
Subtotal			**201,334.91**				**201,334.91**	**13,147.86**	**214,482.77**	**0.00**
Security Withdrawal	12/10/2021	90CAMP$00	2,100,000.00	California Asset Mgmt Program CAMP	1.000		2,100,000.00	0.00	2,100,000.00	0.00
Security Withdrawal	12/23/2021	31846V203	104.17	First American Govt Obligation Fund Class Y	1.000		104.17	0.00	104.17	0.00
Subtotal			**2,100,104.17**				**2,100,104.17**	**0.00**	**2,100,104.17**	**0.00**
TOTAL DISPOSITIONS			**6,280,422.50**				**6,289,406.88**	**25,334.56**	**6,314,741.44**	**9,279.64**
OTHER TRANSACTIONS										
Interest	12/01/2021	438516CB0	2,500,000.00	Honeywell Intl Callable Note Cont 5/1/2025 1.35% Due 6/1/2025	0.000		16,875.00	0.00	16,875.00	0.00
Interest	12/08/2021	3130A0F70	5,000,000.00	FHLB Note 3.375% Due 12/8/2023	0.000		84,375.00	0.00	84,375.00	0.00
Interest	12/08/2021	69353RFL7	2,210,000.00	PNC Bank Callable Note Cont 5/9/2023 3.5% Due 6/8/2023	0.000		38,675.00	0.00	38,675.00	0.00
Interest	12/09/2021	313383QR5	1,500,000.00	FHLB Note 3.25% Due 6/9/2023	0.000		24,375.00	0.00	24,375.00	0.00

Transaction Ledger

As of December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	12/10/2021	78015K7H1	1,000,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.000		5,750.00	0.00	5,750.00	0.00
Interest	12/14/2021	3130A1XJ2	3,795,000.00	FHLB Note 2.875% Due 6/14/2024	0.000		54,553.13	0.00	54,553.13	0.00
Interest	12/17/2021	3135G04Z3	3,435,000.00	FNMA Note 0.5% Due 6/17/2025	0.000		8,587.50	0.00	8,587.50	0.00
Interest	12/18/2021	89236TJK2	2,485,000.00	Toyota Motor Credit Corp Note 1.125% Due 6/18/2026	0.000		13,978.13	0.00	13,978.13	0.00
Interest	12/19/2021	3137EAEN5	2,000,000.00	FHLMC Note 2.75% Due 6/19/2023	0.000		27,500.00	0.00	27,500.00	0.00
Interest	12/24/2021	166764AH3	1,000,000.00	Chevron Corp Callable Note Cont 3/24/2023 3.191% Due 6/24/2023	0.000		15,955.00	0.00	15,955.00	0.00
Interest	12/24/2021	24422ETT6	2,000,000.00	John Deere Capital Corp Note 2.65% Due 6/24/2024	0.000		26,500.00	0.00	26,500.00	0.00
Interest	12/26/2021	931142EK5	1,380,000.00	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	0.000		23,460.00	0.00	23,460.00	0.00
Interest	12/27/2021	02665WCZ2	1,500,000.00	American Honda Finance Note 2.4% Due 6/27/2024	0.000		18,000.00	0.00	18,000.00	0.00
Interest	12/31/2021	912828XW5	3,000,000.00	US Treasury Note 1.75% Due 6/30/2022	0.000		26,250.00	0.00	26,250.00	0.00
Interest	12/31/2021	91282CBC4	1,000,000.00	US Treasury Note 0.375% Due 12/31/2025	0.000		1,875.00	0.00	1,875.00	0.00
Subtotal			**33,805,000.00**				**386,708.76**	**0.00**	**386,708.76**	**0.00**
Dividend	12/01/2021	31846V203	421,046.92	First American Govt Obligation Fund Class Y	0.000		4.52	0.00	4.52	0.00
Dividend	12/29/2021	31846V203	259,019.96	First American Govt Obligation Fund Class Y	0.000		5.23	0.00	5.23	0.00

Transaction Ledger

As of December 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	12/31/2021	90CAMP$00	99,034,641.11	California Asset Mgmt Program CAMP	0.000		3,400.69	0.00	3,400.69	0.00
Subtotal			**99,714,707.99**				**3,410.44**	**0.00**	**3,410.44**	**0.00**
TOTAL OTHER TRANSACTIONS			**133,519,707.99**				**390,119.20**	**0.00**	**390,119.20**	**0.00**

Agenda Item 4.4

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfers
Prepared by: Veronica Briggs, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from January 1, 2022 – January 31, 2022 totaling $13,690,767.41.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

SUMMARY OF PAYMENTS ISSUED
January 1, 2022 – January 31, 2022

Total Number of Payments: 269
Total Amount of Payments: $13,690,767.41

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning January 1, 2022 through January 31, 2022. This report is provided in accordance with the policy adopted November 15, 2011, in Resolution No. 189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

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

audited comprehensive annual financial report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for January 2022

City of Dublin
Payment Issuance Report
Payments Dated 1/1/2022 through 1/31/2022

Date Issued	Payee		Amount	Description
01/04/2022	4LEAF INC.		61,210.00	BLDG INSP/PLAN CHECK SVCS NOV 2021
01/04/2022	AMP PRINTING, INC.		166.03	BUSINESS CARDS
01/04/2022	APEX GRADING		17,580.00	MAINTENANCE SVCS-FALLON VILLAGE GHAD
			18,800.00	MAINTENANCE SVCS-SCHAEFER RANCH GHAD
		Check Total:	36,380.00	
01/04/2022	AT&T - CALNET 3		784.05	SERVICE TO 12/14/2021
01/04/2022	BAY ALARM COMPANY		270.00	ALARM SERVICES CORP YARD
			207.00	ALARM SERVICES SENIOR CENTER
		Check Total:	477.00	
01/04/2022	CASCADIA CONSULTING GROUP, INC		4,798.75	SB 1383 IMPLEMENTATION ASSISTANCE
01/04/2022	CENTRO LEGAL		1,539.75	HUMAN SERVICES GRANT OCT 2021
01/04/2022	CINTAS CORP		93.48	FIRST AID KIT SUPPLIES
01/04/2022	DR MANAGEMENT, LLC		56,000.00	IMPACT FEE RIGHTS TO REIMBURSEMENT
01/04/2022	ENGEO INC		362.00	FALLON CROSSING GHAD PROFESSIONAL SVCS
			2,212.75	FALLON VILLAGE GHAD PROFESSIONAL SVCS
			5,402.25	SCHAEFER RANCH GHAD PROFESSIONAL SVCS
		Check Total:	7,977.00	
01/04/2022	J+C ENTERPRISES		154.00	EVIDENCE SUPPLIES
01/04/2022	LIVERMORE AUTO GROUP		1,620.19	POLICE VEHICLE MAINT & REPAIRS
01/04/2022	LOCAL GOVERNMENT COMMISSION		2,636.36	CIVIC SPARK PRGM TO SUPPORT CLIMATE ACTION PLN
01/04/2022	NEW HAMPSHIRE DEPT OF SAFETY		600.00	DRUG AWARENESS TRAINING REG-COWENS
01/04/2022	NICHOLS CONSULTING ENGINEERS		967.50	ENGINEERING SERVICES - JUL 2021
01/04/2022	PG&E		9,152.74	SERVICE TO 11/14/2021
			50,686.48	SERVICE TO 12/06/2021
			2,883.11	SERVICE TO 12/07/2021
		Check Total:	62,722.33	
01/04/2022	PHOENIX GROUP INFO SYS.		247.59	PARKING CITATION PROCESSING - NOV 2021
01/04/2022	PRIME TIME ENTERTAINMENT		1,250.00	TREE LIGHTING EVENT AUDIO SYSTEM RENTAL
01/04/2022	QUADIENT LEASING USA, INC.		1,073.36	NEOPOST MAIL MACHINE LEASE NOV 2021-JAN 2022
01/04/2022	SELECT IMAGING		441.57	ELECTRICAL METER TAGS
			674.01	SENIOR CENTER BALLROOM SIGN
		Check Total:	1,115.58	
01/04/2022	SPECTRUM COMMUNITY SVCS INC.		1,677.08	HUMAN SERVICES GRANT NOV 2021
01/04/2022	SURF TO SNOW ENVIRONMENTAL		411.00	SPILL RESPONSE ASSISTANCE & MRP INSPECTION
01/04/2022	THE ECOHERO SHOW, LLC.		5,000.00	DUBLIN SCHOOLS RECYCLING EDUCATION
01/04/2022	TIREHUB, LLC.		4,695.45	POLICE VEHICLE MAINTENANCE
01/04/2022	TREASURER ALAMEDA COUNTY		3,017.26	RETURN OF ASSET SEIZURE FUNDS
01/04/2022	TREASURER ALAMEDA COUNTY		1,145.00	PARKING CITATIONS COLLECTED - NOV 2021
		Vendor Total:	4,162.26	
01/04/2022	TYLER BUSINESS FORMS		65.73	TAX FORMS
01/04/2022	TYLER TECHNOLOGIES, INC.		5,015.85	TYLER MUNIS ERP SOFTWARE IMPLEMENTATION
01/04/2022	WILLDAN HOMELAND SOLUTIONS		190,185.25	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROV
		Payments Issued 1/4/2022 Total:	**453,025.59**	
01/07/2022	CAL PERS		75,857.33	PERS RETIREMENT PLAN: PE 12/31/21
01/07/2022	EMPLOYMENT DEVELOPMENT DEPT		26,076.08	CA STATE WITHHOLDING: PE 12/31/21
01/07/2022	I C M A 401 PLAN		1,129.78	DEFERRED COMP 401A: PE 12/31/21
01/07/2022	I C M A 457 PLAN		29,433.18	DEFERRED COMP 457: PE 12/31/21
01/07/2022	INTERNAL REVENUE SERVICE		83,071.10	FEDERAL WITHHOLDING: PE 12/31/21

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Date Issued	Payee		Amount	Description
01/07/2022	US BANK - PARS		738.94	PARS: PE 12/31/21
	Payments Issued 1/7/2022 Total:		**216,306.41**	
01/10/2022	ADVANCED INTEGRATED PEST		5,060.00	PEST CONTROL SERVICES DEC 2021
01/10/2022	AMP PRINTING, INC.		219.40	PRINTING SERVICES FOR HOLIDAY HOME DECOR
01/10/2022	AT&T		2,204.92	PUBLIC SAFETY COMPLEX DATA SERVICES
			51.07	SERVICES FOR TOLL FREE NUMBER TO 12/11/21
		Check Total:	2,255.99	
01/10/2022	AT&T - CALNET 3		313.07	SERVICE TO 12/26/2021
			135.77	SERVICE TO 12/27/2021
		Check Total:	448.84	
01/10/2022	BAY ALARM COMPANY		541.86	ALARM SERVICES SHANNON CENTER
			264.00	ALARM SERVICES CIVIC CENTER
			330.00	ALARM SERVICES CORP YARD
			138.00	ALARM SERVICES FIRE STATION #16
			352.75	ALARM SERVICES FIRE STATION #17
			108.00	ALARM SERVICES HERITAGE CENTER
			1,802.13	ALARM SERVICES HERITAGE PARK
			484.30	ALARM SERVICES SENIOR CENTER
			842.41	ALARM SERVICES SHANNON CENTER
			1,972.00	ALARM SERVICES THE WAVE
		Check Total:	6,835.45	
01/10/2022	BFS LANDSCAPE ARCHITECTURE		15,642.50	FALLON SPORTS PARK DESIGN SVCS - PHASE 3
01/10/2022	BKF ENGINEERS		38,494.50	ANNUAL STREET RESURFACING PROJECT
			251.00	SAN RAMON RD TRAIL LIGHTING DESIGN
			9,993.75	TASSAJARA RD GAP CLOSURE PROJECT
		Check Total:	48,739.25	
01/10/2022	BLUETOAD, INC.		570.00	SPRING 2022 ACTIVITY GUIDE DIGITAL EDITION
01/10/2022	BSK ASSOCIATES INC.		4,930.50	PRE-CONSTRUCTION SOIL SAMPLING
			1,018.25	TESTING/INSP DON BIDDLE COMMUNITY PARK
			419.25	TESTING/INSP FALLON SPORTS PARK PH3
			2,511.50	TESTING/INSP HERITAGE PARK CEMETARY IMPROV
		Check Total:	8,879.50	
01/10/2022	CAL PERS HEALTH PREMIUM		141,804.07	HEALTH INSURANCE PREMIUM - JAN 2022
01/10/2022	CALLANDER ASSOCIATES INC.		37,203.51	WALLIS RANCH PARK DESIGN SERVICES
01/10/2022	COMCAST		118.63	CIVIC CENTER CABLE SERVICE JAN 2022
01/10/2022	DEDECKER SCULPTURES INC.		650.00	REIMBURSEMENT FOR HCAC PRESENTATION
01/10/2022	DU-ALL SAFETY, LLC		999.90	SAFETY INSPECTION REPORT WRITE-UP
01/10/2022	DUTCHOVER & ASSOCIATES		880.00	LANDSCAPE PLAN CHECK & INSPECTIONS
01/10/2022	EAST BAY CHAPTER ICC		180.00	ICC EAST BAY CHAPTER MEMBERSHIP-SHREEVE
01/10/2022	EVERYTHING GROWS INTERIOR		204.51	PLANT SERVICE JAN 2021
01/10/2022	HARRELL HARRIS PHOTOGRAPHY		300.00	BASKETBALL LEAGUE PHOTOGRAPHY
01/10/2022	HARRIS & ASSOCIATES		1,080.00	DESIGN/CONSTR SUPPORT-2021 SLURRY SEAL PROJ
01/10/2022	KIMLEY-HORN AND ASSOC. INC.		11,777.46	HOUSING ELEMENT UPDATE CONSULTING SERVICES
			2,851.50	PREPARE CEQA DOCS FOR EAST RANCH PROJECT
		Check Total:	14,628.96	
01/10/2022	LANLOGIC INC.		31,773.05	SONICWALL FOR VARIOUS FACILITIES
01/10/2022	MCE CORPORATION		9,497.42	LANDSCAPE MAINTENANCE DSRSD DEC 2021
01/10/2022	MNS ENGINEERS, INC.		77.50	CONSTR MGMT/INSP-SLIDE TOWER ANCHOR INSTALL

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		4,340.00	DON BIDDLE COMMUNITY PARK INSPECTIONS
		4,840.48	FALLON SPORTS PARK PH3 PW INSPECTIONS
		2,015.00	INSPECTIONS/CONSTR MGMT SR RD TRAIL LIGHTING
		8,082.00	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD
	Check Total:	19,354.98	
01/10/2022	PAKPOUR CONSULTING GROUP, INC.	8,550.00	CONSTRUCTION MGMT-DON BIDDLE COMM PARK
		16,371.50	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3
	Check Total:	24,921.50	
01/10/2022	PG&E	836.06	SERVICE TO 11/30/2021
		247.38	SERVICE TO 12/02/2021
		5,427.59	SERVICE TO 12/07/2021
		258.06	SERVICE TO 12/08/2021
		82.81	SERVICE TO 12/09/2021
		4,026.91	SERVICE TO 12/12/2021
		428.68	SERVICE TO 12/13/2021
		9,665.21	SERVICE TO 12/14/2021
		65.56	SERVICE TO 12/15/2021
	Check Total:	21,038.26	
01/10/2022	PGADESIGN INC.	11,029.18	HERITAGE PARK IMPROVEMENTS DESIGN SVCS
01/10/2022	PLEASANTON EVENT RENTALS INC	123.48	VETERANS DAY LUNCH SUPPLIES
01/10/2022	PRUDENTIAL OVERALL SUPPLY	86.12	MAT SERVICE - SENIOR CENTER
01/10/2022	RAYNE OF SAN JOSE	194.00	WATER SOFTENER SERVICE-FIRE STATION 17
01/10/2022	ROBERT HALF INC	792.00	PW TEMPORARY OFFICE STAFF-DYER
01/10/2022	RRM DESIGN GROUP, A CA CORP	5,867.75	CONSULTING SVCS-MULTI-FAM DEV & ADU'S
01/10/2022	SAN FRANCISCO ELEVATOR SVC INC	394.70	ELEVATOR MAINTENANCE/INSPECTION DEC 2021
01/10/2022	SELECT IMAGING	71.28	EMPLOYEE NAME BADGES
		297.99	NAME PLATES, CAR MAGNETS FOR CC MEMBERS
	Check Total:	369.27	
01/10/2022	SESAC, INC.	1,025.00	ANNUAL MUSIC LICENSE 2022
01/10/2022	SNG & ASSOCIATES INC.	5,585.00	ON-CALL PLAN REVIEW SERVICES-CIP/PARKS
01/10/2022	SUAREZ & MUNOZ CONSTRUCTION	424,737.58	FALLON SPORTS PARK-PH 3 CONSTRUCTION
01/10/2022	T-MOBILE USA, INC.	6,066.77	EQUIPMENT-IPADS & IPHONES
01/10/2022	TPX COMMUNICATIONS	2,805.53	INTERNET & PHONE SERVICES T0 12/09/21
01/10/2022	TREASURER ALAMEDA COUNTY	4,253,730.11	POLICE SERVICES 8/22/21 - 10/30/21
01/10/2022	TRI-VALLEY COMMUNITY TV	1,257.99	RECORD/TELEVISE CITY COUNCIL/PLNG COMM MTGS
01/10/2022	TRI-VALLEY JANITORIAL INC.	22,002.75	JANITORIAL SERVICES DEC 2021
		30,228.39	JANITORIAL SERVICES-CAMP PARKS DEC 2021
	Check Total:	52,231.14	
01/10/2022	URBAN PLANNERS PARTNERS, INC.	5,316.50	PLANNING SVCS-REGIONAL ST. AFFORDABLE HSNG
01/10/2022	W. BRADLEY ELECTRIC	15,671.20	LIGHT POLE INSTALL/FOUNDATION-SR RD TRAIL
	Payments Issued 1/10/2022 Total:	**5,180,569.04**	
01/11/2022	HEALTHEQUITY, INC.	90,287.37	HEALTHEQUITY: PE 12/31/21
	Payments Issued 1/11/2022 Total:	**90,287.37**	
01/12/2022	CALPERS	89,999.28	2022 REPLACEMENT CHARGES FOR CITY OF DUBLIN
	Payments Issued 1/12/2022 Total:	**89,999.28**	

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01/14/2022	DELTA DENTAL OF CALIFORNIA	12,632.02	DELTA DENTAL PREMIUM - JAN 2022
01/14/2022	UNUM LIFE INS CO OF AMERICA	9,956.54	LIFE AND AD&D PREMIUM - JAN 2022
01/14/2022	VISION SERVICE PLAN - (CA)	1,867.65	VISION INSURANCE PREMIUM - JAN 2022
	Payments Issued 1/14/2022 Total:	**24,456.21**	
01/18/2022	ACCOPSA -ALAMEDA COUNTY CHIEFS	950.00	POLICE POST EXECUTIVE SEMINAR 2022-HOLMES
01/18/2022	ADVANCED MOBILITY GROUP	600.00	TASSAJARA RD ARTERIAL MGMT PROJECT
		14,030.00	TASSAJARA RD ARTERIAL MGMT PROJECT
		10,930.00	TRAFFIC SIGNAL SYSTEMS SUPPORT
	Check Total:	25,560.00	
01/18/2022	ALAMEDA CO SHERIFF'S OFFICE	93.06	CRIME PREVENTION PRINTING
		150.51	POLICE LETTERHEAD STOCK
		25.68	POLICE PHOTO PRINTING
	Check Total:	269.25	
01/18/2022	ALAMEDA COUNTY FIRE DEPARTMENT	1,239,753.25	FIRE SERVICES JAN 2022
01/18/2022	ALEX, ROSEMARY	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	ALL CITY MANAGEMENT SVCS INC	15,156.00	CROSSING GUARD SERVICES 10/31/21-11/13/21
		6,971.76	CROSSING GUARD SERVICES 11/14/21-11/27/21
		16,766.33	CROSSING GUARD SERVICES 11/28/21-12/11/21
	Check Total:	38,894.09	
01/18/2022	AMADOR VALLEY INDUSTRIES LLC	25,693.83	CAMPS PARKS SOLID WASTE SERVICES DEC 2021
01/18/2022	AMP PRINTING, INC.	79.38	BUSINESS CARDS-THE WAVE
01/18/2022	AT&T - CALNET 3	129.06	SERVICE TO 01/01/2022
		49.55	SERVICE TO 01/06/2022
	Check Total:	178.61	
01/18/2022	BAKSA, JAY	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	BAY AREA NEWS GROUP	451.92	LEGAL NOTICES DEC 2021
01/18/2022	BHATIA, PRATYUSH	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	BIG O'TIRES #7	128.46	POLICE VEHICLE MAINT & TIRE INSTALLATION
		305.88	POLICE VEHICLE MAINTENANCE
	Check Total:	434.34	
01/18/2022	BLAISDELL'S BUSINESS PRODUCTS	2,725.23	OFFICE SUPPLIES-DEC 2021
		1,820.20	OFFICE SUPPLIES-OCT 21
	Check Total:	4,545.43	
01/18/2022	BLANCO, ROEL	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	BRIGGS, VERONICA	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	BRINKS, INC.	31.71	ARMORED CAR SERVICE-DEC 2021
		230.75	ARMORED CAR SERVICE-JAN 2022
	Check Total:	262.46	
01/18/2022	CAIRES, SANDRA	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	CASS, MICHAEL	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	CENTENO, CAMILLE	6.27	MILEAGE REIMBURSEMENT DEC 2021
01/18/2022	CHANDLER ASSET MANAGEMENT	13,061.03	INVESTMENT CONSULTING SERVICES
01/18/2022	CHARGE POINT, INC.	10,437.00	ANNUAL SUBSCRIPTION FOR EV CHARGING STATIONS
01/18/2022	CHILKOTOWSKY, SHAUN	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	CHING, ERWIN	150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	CLEVENGER, MARISSA	85.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	CSW/STUBER-STROEH ENGINEERING	1,175.00	STANDARDS FOR MICRO TRENCHING SERVICES
01/18/2022	DETERMAN, EMILY	89.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	DUBLIN HIGH SCHOOL BAND	3,951.00	2021 BREAKFAST WITH SANTA EVENT

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01/18/2022	DUTCHOVER & ASSOCIATES		1,571.25	LANDSCAPE PLAN CHECK & INSPECTIONS
01/18/2022	DWYER, ANDREA		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	ECS IMAGING INC.		8,100.00	PROFESSIONAL SVCS & LASERFICHE LICENSES
01/18/2022	EMPLOYMENT DEVELOPMENT DEPT		270.00	2020 EMPLOYMENT & WAGE DATA
01/18/2022	EUROPEAN MOBILE WERKS		6,092.01	POLICE VEHICLE MAINTENANCE & REPAIR
01/18/2022	FABRIGAS, CIERRA L.		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	FOSS, JORDAN		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	FRANKLIN, RHONDA		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	GOLDEN STATE FLEET SVCS INC		375.00	POLICE VEHICLE TOW
01/18/2022	HANNA, MEAGAN C.		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	HATZIKOKOLAKIS, JACQUI		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	HISATOMI, LISA		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	IRON MOUNTAIN		341.39	POLICE RECORDS STORAGE - JAN 2022
01/18/2022	JACKMAN, SHARLENE		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	JAMMAL, LAURA		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	JOHE, JILL		75.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	KITTELSON & ASSOCIATES, INC.		8,306.00	CITYWIDE BIKE/PED MASTER PLAN UPDATE
			7,620.00	DOWNTOWN PREFERRED VISION MODELING
			1,583.00	ENGINEERING SVCS-LOCAL RD SAFETY PLAN
			3,470.00	SB 743 VMT IMPLEMENTATION & MODEL
		Check Total:	20,979.00	
01/18/2022	KLOSS, DAVID A.		2,000.00	EDUCATION REIMBURSEMENT-KLOSS
			150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
		Check Total:	2,150.00	
01/18/2022	LI MARZI, JENNIFER		126.08	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	LI, CARY		79.99	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	LIVERMORE AUTO GROUP		3,506.74	POLICE VEHICLE MAINT & REPAIRS
01/18/2022	LSA ASSOCIATES INC.		633.16	CEQA DOC PREP-BRANAUGH PROP STAGE 2 DEV
			455.15	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2
		Check Total:	1,088.31	
01/18/2022	MARRIOTT, LAUREN		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	MCE CORPORATION		571,870.94	MAINTENANCE SERVICES NOV 2021
01/18/2022	MCGUIRE, SHARON		125.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	MENDEZ, JENNIFER		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	M-GROUP		6,270.00	PLANNING SVCS-BLVD PH1-5 & TASSAJARA HILLS
01/18/2022	MIDIDIDDI, SAI		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	MOORE, MARSHA		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	MORAN, RYAN		75.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	NOVANI, LLC.		3,000.00	TRAFFIC ENGINEERING SERVICES
01/18/2022	PATEL, MAYANK		75.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	PG&E		7,985.38	SERVICE TO 12/07/2021
			1,628.86	SERVICE TO 12/12/2021
			26,484.29	SERVICE TO 12/15/2021
			590.75	SERVICE TO 12/23/2021
			119.04	SERVICE TO 12/24/2021
			154.65	SERVICE TO 12/27/2021
			2,901.15	SERVICE TO 12/28/2021
			470.90	SERVICE TO 12/29/2021
			145.91	SERVICE TO 12/31/2021

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		Check Total:	40,480.93	
01/18/2022	PRO CYCLES		920.66	POLICE MOTORCYCLE MAINTENANCE - 19M73
01/18/2022	PRUDENTIAL OVERALL SUPPLY		86.12	MAT SERVICE - SENIOR CENTER
01/18/2022	QUADIENT, INC.		99.06	POLICE POSTAGE METER LEASE
01/18/2022	RAYNE OF SAN JOSE		172.90	WATER SOFTENER SERVICE-FIRE STATION 16
			145.35	WATER SOFTENER SERVICE-FIRE STATION 18
		Check Total:	318.25	
01/18/2022	REDWOOD TOXICOLOGY LAB. INC.		632.00	FORENSIC DRUG AND ALCOHOL EXAMS
01/18/2022	SABOO INC.		131,420.62	CONSTRUCTION-HERITAGE PARK CEMETARY IMPROV
01/18/2022	SANTA RITA TOW		345.00	POLICE VEHICLE TOW
01/18/2022	SHREEVE, GREGORY		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	SIMPLER SYSTEMS, INC		1,500.00	SIMPLER SOFTWARE LICENSING SUPPORT
01/18/2022	SOLIS, LISA		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	SUCGANG, LAURIE		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	TAYLOR, YVONNE L.		100.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	TJENG, YULIANA		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	TRI-VALLEY JANITORIAL INC.		4,030.63	JANITORIAL SUPPLIES NOV 2021
01/18/2022	UNITED SITE SERVICES OF CA INC		665.57	BLDG INSP TRAILER SEPTIC TANK SERVICES
01/18/2022	UNIVERSAL BUILDING SERVICES &		566.00	CARPET CLEANING SERVICES-CIVIC CENTER DEC 2021
			1,298.00	CARPET CLEANING SERVICES-SHANNAN CTR DEC 2021
			828.00	CARPET CLEANING SERVICES-THE WAVE DEC 2021
			700.00	WINDOW CLEANING SVCS LIBRARY DEC 2021
		Check Total:	3,392.00	
01/18/2022	VALES, NORMAN		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	VISION COMMUNICATIONS CO		425.00	SPLATTER FESTIVAL EQUIPMENT RENTAL
01/18/2022	WAHBEH, WILLIAM		145.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	WANZENRIED, NICOLE		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	WEBER, DANIEL		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	WELLS, CATHY		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	WETHERFORD, HAZEL		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	WHEELER, KRISTIE		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	XU, KAN		99.66	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	YIP, KA WUN		118.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
01/18/2022	YOUNG, SHANNAN		150.00	WELLNESS REIMBURSEMENT JUL-DEC 2021
	Payments Issued 1/18/2022 Total:		**2,181,776.07**	
01/21/2022	CAL PERS		80,988.92	PERS RETIREMENT PLAN: PE 1/14/22
01/21/2022	EMPLOYMENT DEVELOPMENT DEPT		18,548.75	CA STATE WITHHOLDING: PE 1/14/22
01/21/2022	HEALTHEQUITY, INC.		3,287.37	HEALTHEQUITY: PE 1/14/22
01/21/2022	I C M A 401 PLAN		979.78	DEFERRED COMP 401A: PE 1/14/22
01/21/2022	I C M A 457 PLAN		30,816.23	DEFERRED COMP 457: PE 1/14/22
01/21/2022	INTERNAL REVENUE SERVICE		60,088.50	FEDERAL WITHHOLDING: PE 1/14/22
01/21/2022	US BANK - PARS		1,745.05	PARS: PE 1/14/22
	Payments Issued 1/21/2022 Total:		**196,454.60**	
01/24/2022	AMP PRINTING, INC.		331.36	BUSINESS CARDS-POLICE SERVICES
01/24/2022	ANGEL HOUZE CLAY ART		70.00	REC CLASS INSTRUCTOR
01/24/2022	ARORA, AKSHAY		16,904.40	REC CLASS INSTRUCTOR
01/24/2022	AT&T - CALNET 3		1,207.56	SERVICE TO 01/12/2022
01/24/2022	CA DEPT. OF TAX & FEE ADMIN		2,722.00	SALES & USE TAX RETURN CAL YR 2021

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01/24/2022	CALIFORNIA BUILDING STANDARDS		7,132.50	GREEN BUILDING FEES OCT-DEC 2021
01/24/2022	CARBONIC SERVICE		369.20	POOL CHEMICALS FOR THE WAVE
01/24/2022	CMC NEPTUNE		1,200.00	WAVE PUBLIC MUSIC & ANNOUNCEMENT SYSTEM
01/24/2022	COMMUNICATION ACADEMY		90.30	REC CLASS INSTRUCTOR
01/24/2022	CONTRACT SWEEPING SERVICES		26,539.59	STREET SWEEPING SERVICES DEC 2021
01/24/2022	DEAM, VALERIE		1,861.29	REC CLASS INSTRUCTOR
01/24/2022	DEPARTMENT OF JUSTICE		288.00	EMPLOYEE FINGERPRINTING SERVICES
01/24/2022	DEPT OF CONSERVATION		46,682.30	SEISMIC HAZARD MAPPING FEE OCT-DEC 2021
01/24/2022	DEPT OF INDUSTRIAL RELATIONS		998.75	THE WAVE SLIDE INSPECTION
01/24/2022	DISABILITY ACCESS DAC		2,650.00	ADA TRANSITION PLAN CONSULTING SVCS
01/24/2022	DUBLIN CHEVROLET		1,880.62	POLICE VEHICLE MAINT & REPAIRS
01/24/2022	ECUBE LABS CO.		24,994.30	SOLAR POWERED WASTE COMPACTORS
01/24/2022	FOLSOM CHEVROLET		149,281.58	REPLACE POLICE VEHICLES AND EQUIPMENT
01/24/2022	FRANCISCO & ASSOCIATES, INC.		13,972.50	ACQUISITION AUDIT CFD SERVICES
01/24/2022	GIRISH, VIDYA		156.00	REC CLASS INSTRUCTOR
01/24/2022	GRAFIX SHOPPE		1,905.77	POLICE VEHICLE GRAPHICS
01/24/2022	HEALTHEQUITY, INC.		590.75	FLEXIBLE SPENDING ACCOUNT FEES DEC 2021
			5.25	TRANSIT SERVICE FEE JAN 2022
			50.00	WAGEWORKS MONTHLY COMPLIANCE FEE JAN 2022
		Check Total:	646.00	
01/24/2022	IMAGE SALES, INC.		166.74	BADGE PRINTER RIBBONS
01/24/2022	JOHNSON CONTROLS SECURITY		580.00	FIRE ALARM INSTALLATION
01/24/2022	KITTELSON & ASSOCIATES, INC.		8,638.75	CITYWIDE BIKE/PED MASTER PLAN UPDATE
			7,909.00	ENGINEERING SVCS-LOCAL RD SAFETY PLAN
		Check Total:	16,547.75	
01/24/2022	LIEBERT CASSIDY WHITMORE		2,520.00	EMPLOYMENT RELATIONS CONSORTIUM MEMBERSHIP
01/24/2022	LOCAL GOVERNMENT COMMISSION		2,636.36	CIVIC SPARK PRGM TO SUPPORT CLIMATE ACTION PLN
01/24/2022	MICHAEL BAKER INT'L, INC.		4,855.00	CONSULTING SVCS-AFFORDABLE RENTAL HOUSING
01/24/2022	MILLER STARR REGALIA A		6,655.00	LEGAL CONSULTING FEES-SOFI APARTMENTS
01/24/2022	MONKEY BEAR YOGA, INC.		210.00	PRESCHOOL IN-HOUSE FIELD TRIP
01/24/2022	NOVANI, LLC.		6,735.00	TRAFFIC HARDWARE AND SOFTWARE
01/24/2022	PARS		967.50	TRUSTEE AND ADMINISTRATIVE FEES FY 20-21
01/24/2022	PG&E		2,865.14	SERVICE TO 01/04/2022
			1,516.06	SERVICE TO 01/05/2022
			9,890.67	SERVICE TO 12/14/2021
			2,068.87	SERVICE TO 12/29/2021
			1,555.89	SERVICE TO 12/30/2021
		Check Total:	17,896.63	
01/24/2022	POSITIVE COACHING ALLIANCE		2,100.00	JUNIOR WARRIORS COACHING WORKSHOP
01/24/2022	PRO CYCLES		826.82	POLICE MOTORCYCLE MAINTENANCE
01/24/2022	QUADIENT FINANCE USA, INC.		250.00	POSTAGE FOR POLICE DEPT - DEC 2021
01/24/2022	REGIONAL GOVERNMENT SERVICES		2,138.52	HR ADVERTISING SERVICES
			1,775.00	HR RECRUITMENT SERVICES
		Check Total:	3,913.52	
01/24/2022	SHIR MARTIAL ARTS		249.90	REC CLASS INSTRUCTOR
01/24/2022	SHUMS CODA ASSOCIATES INC		625.00	PLAN CHECK SERVICES AUG 2021
			125.00	PLAN CHECK SERVICES DEC 2021
		Check Total:	750.00	
01/24/2022	SQUAD ESTATES		396.00	REC CLASS INSTRUCTOR
01/24/2022	STANFORD HEALTH -VALLEYCARE		216.76	EMPLOYEE MEDICAL SERVICES

City of Dublin
Payment Issuance Report
Payments Dated 1/1/2022 through 1/31/2022

Date Issued	Payee	Amount	Description
01/24/2022	TERRYBERRY	1,119.05	EMPLOYEE SERVICE AWARD
01/24/2022	TIREHUB, LLC.	165.29	POLICE VEHICLE MAINTENANCE - D36
01/24/2022	TRB AND ASSOCIATES, INC.	74,450.00	BLDG INSP/PLAN CHECK & CODE ENFORCEMENT SVCS
01/24/2022	TRI-VALLEY JANITORIAL INC.	6,777.25	EXTRA JANITORIAL SERVICES NOV 2021
01/24/2022	VERIZON WIRELESS	1,748.46	POLICE SITCAM SIM CARDS TO 01/03/22
		638.92	POLICE VEHICLE MODEM & CITY CELL PHONES
	Check Total:	2,387.38	
01/24/2022	WC3-WEST COAST CODE CONSULTANT	12,651.25	BLDG INSP/PLAN CHECK SVCS DEC 2021
01/24/2022	WESCO GRAPHICS INC	2,144.53	CITY OF RENEWABLE ENERGY POSTCARDS
	Payments Issued 1/24/2022 Total:	**470,051.75**	
01/27/2022	U S BANK ST. PAUL	2,431,899.91	SPECIAL TAX REVENUE COLLECTED CFD 2015-1
01/27/2022	U S BANK ST. PAUL	294,336.15	SPECIAL TAX REVENUE COLLECTED CFD 2015-1
	Vendor Total:	2,726,236.06	
	Payments Issued 1/27/2022 Total:	**2,726,236.06**	
01/31/2022	ALPHA OMEGA WIRELESS, INC	2,530.00	ANNUAL WIRELESS SUPPORT TO CORP YARD
01/31/2022	APWA-AMERICAN PUBLIC WORK ASSN	2,978.50	PUBLIC WORKS ASSN AGENGY MEMBERSHIP DUES
01/31/2022	ARORA, AKSHAY	17,612.40	REC CLASS INSTRUCTOR
01/31/2022	AT&T	2,090.50	CIVIC CENTER FIBER SERVICES
		425.31	PUBLIC SAFETY COMPLEX DATA SERVICES
		44.52	SERVICES FOR TOLL-FREE NUMBER TO 01/11/22
	Check Total:	2,560.33	
01/31/2022	AT&T - CALNET 3	623.97	SERVICE TO 01/14/2022
01/31/2022	AXIS COMMUNITY HEALTH	2,283.75	HUMAN SERVICES GRANT OCT-DEC 2021
01/31/2022	CAL-ALHFA	300.00	CAL-ALHFA MEMBERSHIP RENEWAL
01/31/2022	CDW GOVERNMENT INC	4,737.62	COMPUTER EQUIPMENT
01/31/2022	CENTRO LEGAL	2,286.17	HUMAN SERVICES GRANT DEC 2021
		1,880.47	HUMAN SERVICES GRANT NOV 2021
	Check Total:	4,166.64	
01/31/2022	CIVICPLUS, LLC	48,366.81	SEECLICKFIX SOFTWARE SUBSCRIPTION
01/31/2022	COGENT COMMUNICATIONS, INC	4,438.00	CIVIC CENTER INTERNET SERVICE DEC 2021
01/31/2022	COMCAST	2,300.00	CIVIC CENTER & FIRE STATION INTERNET
01/31/2022	COMCAST	1,863.08	INTERNET / CABLE SVC VARIOUS CITY DEPTS
01/31/2022	CSW/STUBER-STROEH ENGINEERING	5,204.00	CONCEPT PLANS- CIVIC CENTER BACK PARKING
01/31/2022	DIV OF THE STATE ARCHITECT	406.40	DIVISION OF STATE ARCHITECT CASP OCT-DEC 2021
01/31/2022	DSRSD	1,152.46	SERVICE TO 12/31/2021
01/31/2022	EMPLOYMENT DEVELOPMENT DEPT	165.00	2019 EMPLOYMENT & WAGE DATA
		538.00	2020 EMPLOYMENT & WAGE DATA
	Check Total:	703.00	
01/31/2022	ENGEO INC	6,790.85	FALLON VILLAGE GHAD PROFESSIONAL SVCS
		3,881.10	SCHAEFER RANCH GHAD PROFESSIONAL SVCS
	Check Total:	10,671.95	
01/31/2022	EVERBRIDGE, INC.	5,000.00	EMERGENCY ALERT SOFTWARE
01/31/2022	HARRELL HARRIS PHOTOGRAPHY	750.00	TREE LIGHTING PHOTOGRAPHY SERVICES
01/31/2022	HUBER, JENNIFER B.	1,000.00	UTILITY BOX PAINTING
01/31/2022	KIMLEY-HORN AND ASSOC. INC.	3,627.50	TRAFFIC & ENGINEERING SERVICE
01/31/2022	LANLOGIC INC.	4,992.50	INFORMATION SYSTEMS CONSULTING SVCS
		1,050.00	MALWARE PROTECTION SERVICES
		425.00	NETWORK MONITORING SERVICES

City of Dublin
Payment Issuance Report
Payments Dated 1/1/2022 through 1/31/2022

Date Issued	Payee		Amount	Description
		Check Total:	6,467.50	
01/31/2022	LEAGUE OF CALIFORNIA CITIES		20,859.00	LEAGE OF CA CITIES MEMBERSHIP 2022
01/31/2022	LYNX TECHNOLOGIES, INC.		4,500.00	GIS CONSULTING SERVICES FY21-22
01/31/2022	OPEN HEART KITCHEN		8,500.00	HUMAN SERVICES GRANT OCT-DEC 2021
01/31/2022	PETIT, CHRISTINE		67.20	REC CLASS INSTRUCTOR
01/31/2022	PG&E		43,120.15	SERVICE TO 01/04/2022
			7,777.69	SERVICE TO 01/05/2022
		Check Total:	50,897.84	
01/31/2022	QUINCY ENGINEERING		7,905.00	BRIDGE & STRUCTURE ASSET INSPECTION PH1
01/31/2022	SHAMROCK OFFICE SOLUTIONS, LLC		2,107.23	COPIER CHARGES
01/31/2022	SKATESATIONAL		540.00	REC CLASS INSTRUCTOR
01/31/2022	STATE WATER RESOURCES CONTROL		26,498.00	STATE WATER RESOURCES ANNUAL PERMIT FEE
01/31/2022	TREASURER ALAMEDA COUNTY		9,500.60	ANIMAL CONTROL FIELD SERVICES FY21-22
			46,326.59	EAST COUNTY ANIMAL SHELTER SVCS FY21-22
		Check Total:	55,827.19	
01/31/2022	U.S. POSTAL SERVICE		3,994.70	POSTAGE FOR RENEWABLE ENERGY POSTCARDS
01/31/2022	U.S. POSTAL SERVICE		4,510.24	POSTAGE FOR 2022 SPRING ACTIVITY GUIDE &
		Vendor Total:	8,504.94	
01/31/2022	URBAN FIELD STUDIO		2,292.25	DOWNTOWN ARCHITECTURAL DESIGN SERVICES
01/31/2022	VALES, NORMAN		12.10	MILEAGE REIMBURSEMENT AUG 2021
01/31/2022	WESCO GRAPHICS INC		8,591.27	CITY REPORT & ACTIVITY GUIDE PRINTING
01/31/2022	WESTEK SYSTEMS INC.		7,215.00	AMAG SOFTWARE MAINT & SUPPORT
01/31/2022	WILLDAN HOMELAND SOLUTIONS		1,722,044.10	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROV
01/31/2022	WILLIAM AVERY & ASSOCIATES INC		5,500.00	HUMAN RESOURCES RECRUITMENT SERVICES
	Payments Issued 1/31/2022 Total:		**2,061,605.03**	

Grand Total for Payments Dated 1/1/2022 through 1/31/2022: 13,690,767.41

Total Number of Payments Issued: 269

Agenda Item 6.1

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Fallon East General Plan and Eastern Dublin Specific Plan Amendment (PLPA-2021-00009)
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

The City Council will consider approval of a General Plan and Eastern Dublin Specific Plan Amendment for approximately 73 acres east of Fallon Road on the GH PacVest and Alameda properties. The amendment would change the existing General Plan and Eastern Dublin Specific Plan (EDSP) land use designation from General Commercial to General Commercial/Campus Office. Additionally, the City Council will consider an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate and adopt the **Resolution** Approving an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports and Approving the General Plan and Eastern Dublin Specific Plan Amendment for 72.1 Acres of the GH PacVest Property and the 1.25-Acre Alameda Property.

FINANCIAL IMPACT:

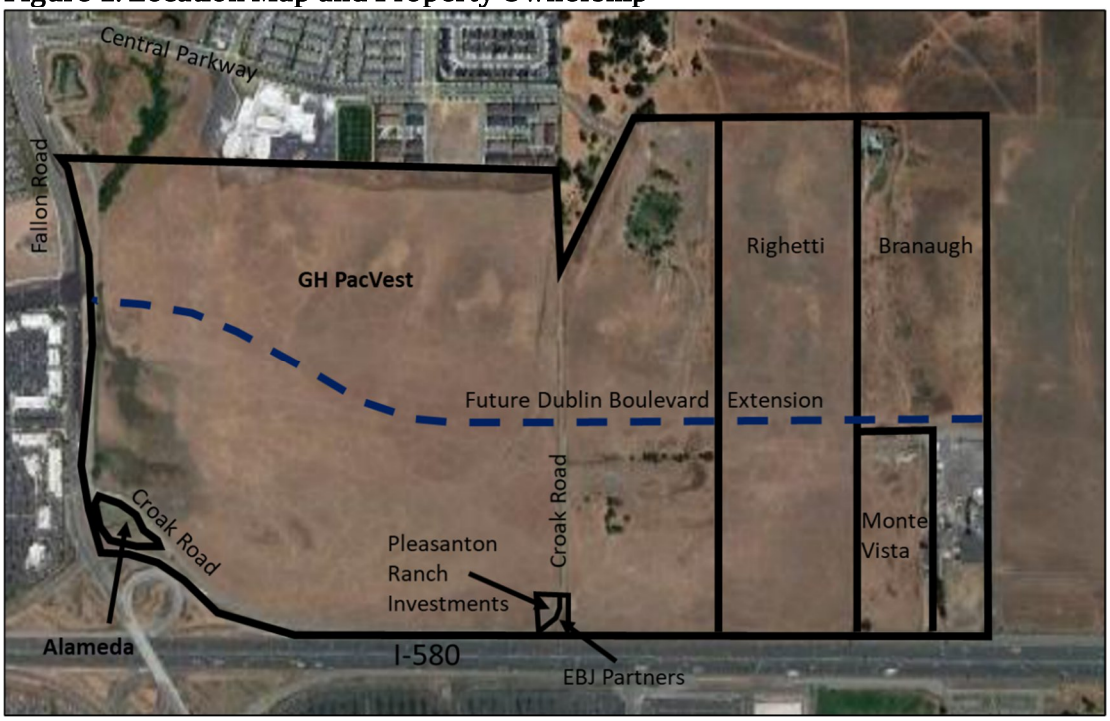
None.

DESCRIPTION:

Background:
The City Council identified in their Two-Year Strategic Plan the objectives of looking to establish an Economic Development Zone to prioritize commercial and industrial development east of Fallon Road, and working with area property owners in conjunction with the Dublin Boulevard extension project on issues such as road and project mitigation, entitlements, and supporting infrastructure. The properties east of Fallon Road are situated along the designated right-of-way

for the future Dublin Boulevard extension. The GH PacVest property (approximately 190 acres) is bound by Fallon Road to the west, I-580 to the south, and Croak Road to the south and east. The Alameda property (1.25 acres) is located north of the I-580 off ramp bound by Fallon Road to the west, and Croak Road to the north and east. See Figure 1 below.

Figure 1. Location Map and Property Ownership



On September 15, 2020, the City Council received an initial report on the Fallon East Property Planning and Development Framework. The City Council was supportive of the Staff recommendation to create a hybrid land use designation to provide flexibility desired by the existing landowners while supporting the City's goal of these properties developing with economic and job-rich uses such as Life Science, Advanced Manufacturing, Clean/Green Technology, Automation and Robotics, Technology Startups, and Incubators.

On October 20, 2020, the City Council received a second report on the Fallon East Property Planning and Development Framework that provided the initial framework for the creation of an Economic Development Zone (EDZ).

On March 16, 2021, the City Council received a third report on the Fallon East Property Planning and Development Framework and initiated a General Plan Amendment Study for the proposed amendment. On April 20, 2021, the City Council's Economic Development Committee (EDC) received a presentation on the proposed EDZ incentives package, and supported it as presented.

On May 18, 2021, the City Council established the Fallon East Economic Development Zone to encourage private investment in the targeted industry sectors as prioritized by the City Council. Establishment of the economic development zone included a description of the properties within the zone, and an Incentives Package to assist with the attraction of job-rich and/or high-wage

businesses within the targeted industries.

Over the past year, the City has been holding discussions with the larger landowners of these properties to better understand their vision for developing their properties. These meetings also included discussions on proposed land use changes, creation of the economic development zone and the Dublin Boulevard extension project.

Proposed Amendment

The proposed project is a City-led General Plan Amendment to change the land use designation from General Commercial to General Commercial/Campus Office on 72.1 acres of the GH PacVest property (APN: 985-0027-002-00) and on the 1.25-acre Alameda property (APN: 985-0027-003-00). The project also includes amending the land use designation for these properties in the Eastern Dublin Specific Plan (EDSP). Figure 2 shows the existing Land Use Map and Figure 3 shows the proposed Land Use Map.

Figure 2. Existing Land Use Map

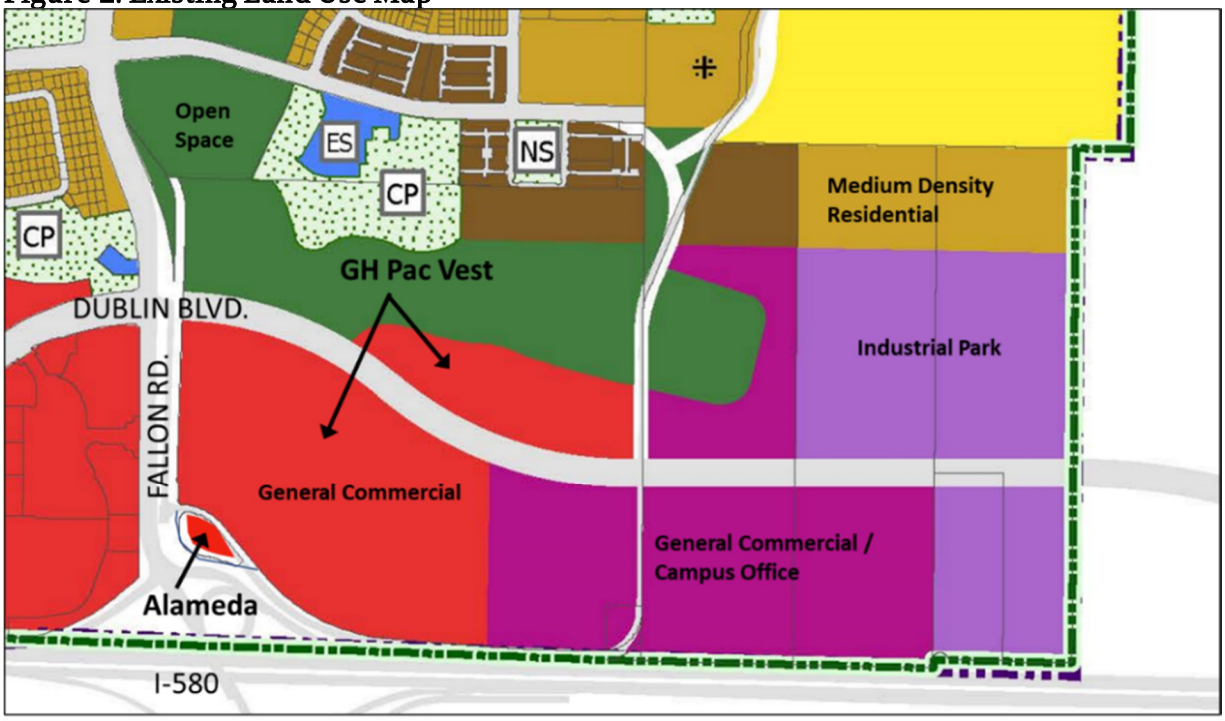
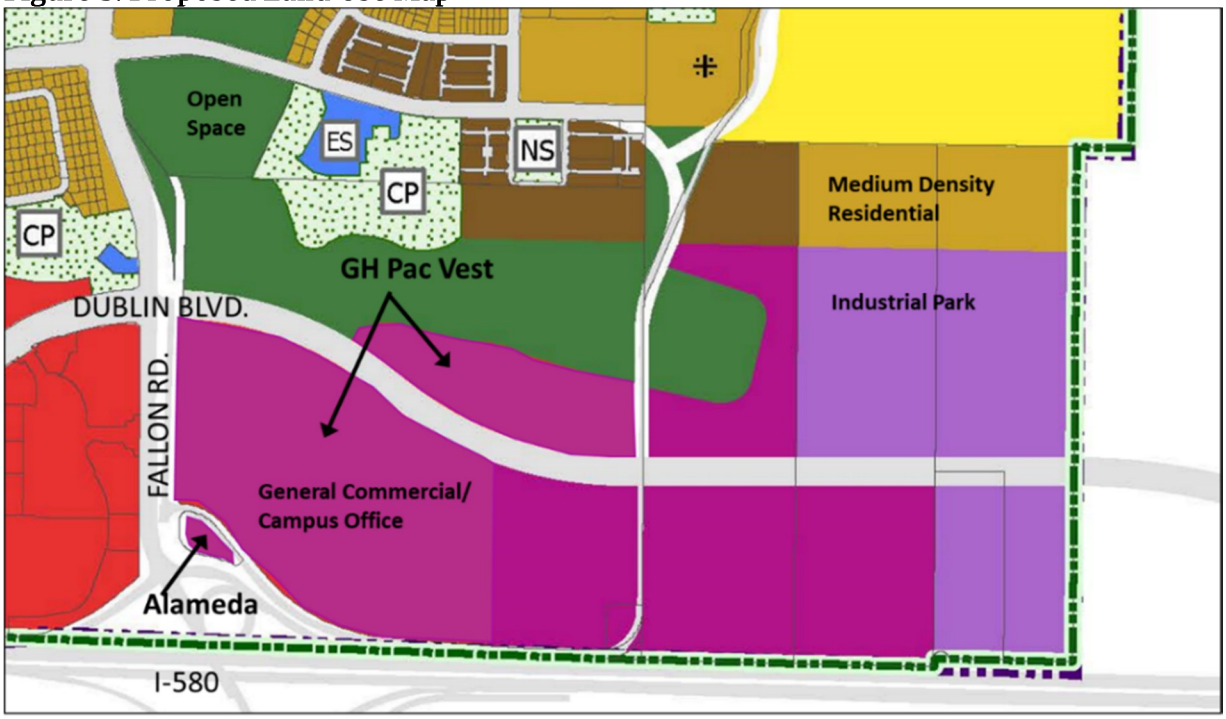


Figure 3. Proposed Land Use Map



The proposed General Commercial/Campus Office land use designation will retain all the land uses currently allowed under the General Commercial designation and create additional flexibility allowed by the Campus Office designation. This hybrid land use designation allows for a wide variety of minimum-impact, light industrial uses as well as commercial uses which are compatible with the overall character and economic health of the area.

The project area is located within the Fallon Gateway area of the Eastern Dublin Specific Plan. In response to City Council's input at their March 16, 2021 meeting on the vision for sustainable development of this area in conjunction with the future economic development zone, the amendment also includes the following additional language encouraging sustainable development for the Fallon Gateway area:

> *The commercial and industrial land east of Fallon Road and south of the Airport Protection Area serves as the entry to Dublin from the east and is envisioned for sustainable development that provides employment opportunities and connects those jobs to the regional and local public transportation system. Developments are required to incorporate the following sustainability practices:*
>
> - *Build off the City's Complete Streets Policy and incorporate complete streets concepts within the private development's circulation system to ensure strong bicycle, pedestrian, and transit connections within and between the private developments and connections to the City's streets and existing and future transit hubs.*

- *Strong bicycle and pedestrian connections per the vision and goals of the City's Bicycle and Pedestrian Master Plan.*
- *Electric vehicle charging stations within each development.*
- *Transportation Demand Management (TDM) measures to reduce the demand of single occupancy vehicles, such as transit subsidy programs, shuttles, showers/lockers, bike share programs, parking, mobility and micromobility hubs.*
- *Buildings and related private infrastructure to help with electric grid management, by incorporating load shifting technologies, solar panels, battery storage and micro-grids.*
- *Reduce consumption of materials through reuse or recycling of all municipal solid waste materials back into nature or the marketplace in a manner that protects human health and the environment toward zero-waste goals.*
- *Incorporate smart cities technology infrastructure, and fiber-optic communications infrastructure.*
- *Street infrastructure for private drive aisles and streets and public streets certified as Greenroads.org Gold level or greater, ASCE Envision Rating of Gold or greater or similar equivalent.*
- *Design and construct buildings that meet the requirements to achieve LEED Gold status or above.*

The City Council Resolution approving the General Plan and Eastern Dublin Specific Plan Amendment is included as Attachment 1.

Planned Development Zoning

The existing zoning for the GH PacVest portion of the project area is Planned Development Ordinance No. 32-05, which is the Stage 1 Development Plan for Fallon Village. The existing zoning for the Alameda property is Planned Development Ordinance No. 11-94, adopted with the annexation of 1,538 acres west of Fallon Village as part of the General Plan Amendment and Eastern Dublin Specific Plan. The Planned Development zoning for these properties designated them as General Commercial which is consistent with the existing General Commercial and proposed General Commercial/Campus Office land use designations and, therefore, no amendment to the Planned Development zoning districts is required at this time. However, all future development would need, at minimum, a Planned Development Zoning Stage 2 Development Plan. It is anticipated that future development on these parcels will include an amendment to the existing Planned Development Zoning to broaden the allowable uses to incorporate all new land uses allowed under the General Commercial/ Campus Office land use designation.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. Prior CEQA analysis for the Fallon East project area includes: 1) the East Dublin General Plan and Specific Plan EIR (1993); 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR

(2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs." Pursuant to the CEQA Guidelines and using the City's Initial Study Checklist, the City assessed whether any further environmental review is required for the proposed project and determined an Addendum to the EDSP EIRs is the appropriate CEQA review. The Addendum is included as Attachment 2. Staff recommends that the City Council to approve the Addendum to the EDSP EIRs before approval of the General Plan and Eastern Dublin Specific Plan Amendment.

STRATEGIC PLAN INITIATIVE:

Strategy 5: Large Land Tract Development and Open Space.
Objective A: Look to Establish an Economic Development Zone to prioritize commercial and industrial development east of Fallon Road.
Objective B: Work with the area property owners in conjunction with the Dublin Blvd. extension project on issues such as road and project mitigation, entitlements, as well as supporting infrastructure.

PLANNING COMMISSION REVIEW:

On December 14, 2021, the Planning Commission considered the proposed General Plan and Eastern Dublin Specific Plan Amendment. Three representatives of the property owner, GH PacVest, spoke during the public hearing and requested that action on the proposed amendment be postponed to incorporate land use changes they would like to pursue for a future development on their property and for the City to prepare further CEQA analysis to support those changes. After discussing the property owners request, the Planning Commission voted unanimously to recommend postponement to the City Council (Attachment 3). In their deliberations, the Planning Commission said they did not see any draw back in postponing action and also commented that they liked the economic development zone and vision for the area east of Fallon Road and thought the General Plan and Eastern Dublin Specific Plan Amendment was a move in the right direction.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was mailed to all property owners and occupants within 300 feet of the proposed project to advertise the project and the upcoming public hearing. A public notice was also published in the *East Bay Times* and posted at several locations throughout the City. Additionally, the City Council agenda was posted, and all Fallon East property owners were notified of this meeting.

ATTACHMENTS:

1) Resolution Approving an Addendum to the East Dublin Specific Plan Environmental Impact Reports and Approving the General Plan and Eastern Dublin Specific Plan Amendment for 72.1 Acres of the GH PacVest Property and the 1.25-Acre Alameda Property
2) Exhibit A to the Resolution – CEQA Addendum
3) Planning Commission Resolution No. 21-12 without Exhibit A

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN ADDENDUM TO THE EASTERN DUBLIN SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORTS AND APPROVING THE GENERAL PLAN AND EASTERN DUBLIN SPECIFIC PLAN AMENDMENT FOR 72.1 ACRES OF THE GH PACVEST PROPERTY AND THE 1.25-ACRE ALAMEDA PROPERTY APN: 985-0027-002-00 AND 985-0027-003-00 (PLPA-2021-00009)

WHEREAS, the City Council identified in their Two-Year Strategic Plan the objectives of establishing an economic development zone to prioritize commercial and industrial development east of Fallon Road, and working with area property owners in conjunction with the Dublin Boulevard extension project on issues such as road and project mitigation, entitlements, as well as supporting infrastructure; and

WHEREAS, on September 15, 2020, the City Council received an initial report on the Fallon East Property Planning and Development Framework supporting the City Council's Two-Year Strategic Plan objectives. The City Council was supportive of the Staff recommendation to create a hybrid land use designation to provide flexibility desired by the existing landowners while also supporting the City's goal of these properties developing with economic and job-rich uses such as Life Science, Advanced Manufacturing, Clean/Green Technology, Automation and Robotics, Technology Startups, and Incubators; and

WHEREAS, on March 16, 2021, the City Council approved the initiation of a General Plan Amendment Study to evaluate changing the land use designation from General Commercial to General Commercial/Campus Office for 72.1 acres of the GH PacVest property and the 1.25-acre Alameda property ("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, prior CEQA analysis for the Project area includes: 1) the East Dublin General Plan and Specific Plan EIR (1993); 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs;" and

WHEREAS, pursuant to the requirements of CEQA, the City prepared an Addendum for the Project (the "Addendum") shown as **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the Addendum reflects the City's independent judgment and analysis of the potential environmental impacts of the Project, and concludes that the Project would not result in any new significant impacts or substantially increase the severity of any significant impacts identified in the EDSP EIRs and no other CEQA standards for supplemental review are met; and

WHEREAS, consistent with Section 65352.3 of the California Government Code, the City obtained a contact list of local Native American tribes from the Native American Heritage Commission and notified the tribes on the contact list of the opportunity to consult with the City on the proposed General Plan Amendment. None of the contacted tribes requested a consultation within the 90-day statutory consultation period and no further action is required; and

WHEREAS, following a public hearing on December 14, 2021, the Planning Commission adopted Resolution No. 21-12, recommending that the City Council postpone taking action on the General Plan and Eastern Dublin Specific Plan Amendment for 72.1 acres of the GH PacVest property and the 1.25-acre Alameda property, which Resolution is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, the Dublin Planning Commission considered the Addendum as well as the EDSP EIRs referenced above, before taking action on the Project, and the Planning Commission did further hear and consider all said reports, recommendations, and testimony hereinabove as set forth before taking any action; and

WHEREAS, a Staff Report, dated February 15, 2022, and incorporated herein by reference, described and analyzed the Project for the City Council; and

WHEREAS, the City Council held a properly noticed public hearing on the Project, including the proposed General Plan and Eastern Dublin Specific Plan Amendment, on February 15, 2022, at which time all interested parties had the opportunity to be heard; and

WHEREAS, the City Council did hear and use independent judgment and considered all said reports, recommendations, and testimony hereinabove set forth; and

WHEREAS, the City Council considered the Addendum and all above-referenced reports, recommendations, and testimony to evaluate the Project.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the City Council finds that the General Plan and Eastern Dublin Specific Plan Amendment, as set forth below, are in the public interest, will promote general health, safety and welfare, and that the General Plan as amended will remain internally consistent. The proposed Project is consistent with the guiding and implementing policies of the General Plan in each of the elements and will support additional employment opportunities through commercial and light industrial developments. The General Plan Amendment noted below will ensure that the implementation of the proposed Project is in compliance with the General Plan and that each element within the General Plan is internally consistent.

BE IT FURTHER RESOLVED that the City Council hereby adopts the following amendments to the General Plan:

Figure 1-1 (Dublin General Plan Land Use Map) shall be amended to change the General Commercial land use designation to General Commercial/Campus Office land use designation as follows: NOTE: No changes are proposed to the Airport Protection Area or the Airport Safety Zone 6 overlay boundaries. The overlays have been removed from this image for clarity.

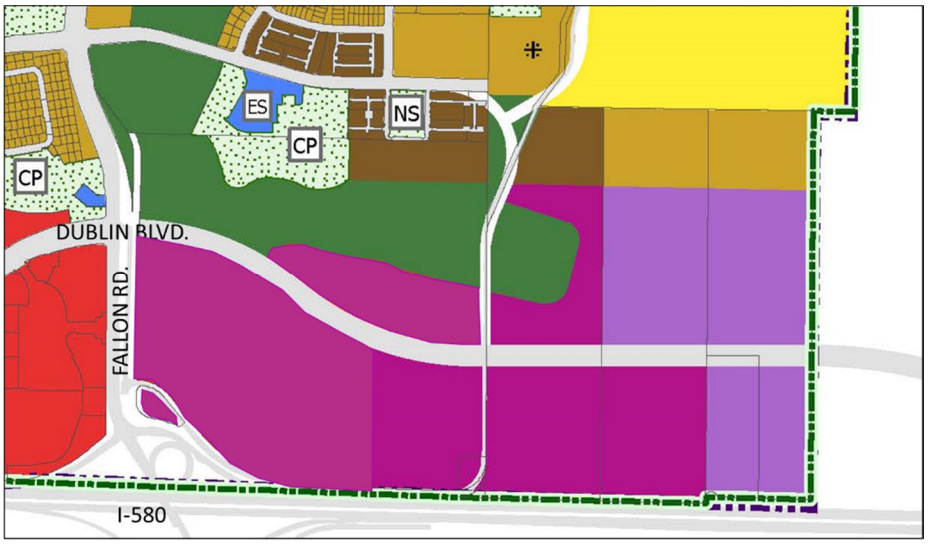


Table 2.2 (Land Use Development Potential: Eastern Extended Planning Area) shall be amended to read as follows:

Table 2.2. LAND USEDEVELOPMENT POTENTIAL: EASTERN EXTENDED PLANNING AREA					
CLASSIFICATION	**ACRES**	**INTENSITY**	**UNITS[1]**	**FACTOR**	**YIELD[1]**
RESIDENTIAL	**Acres**	**Dwelling Units/Acre**	**Dwelling Units**	**Persons/ Dwelling Unit**	**Population**
High Density	56.14	25.1+	1,409+	2.7	3,804+
Medium-High Density	137.81	14.1-25.0	1943-3,445	2.7	5,246-9,302
Medium-High Density and Retail Office	0	14.1-25.0	0	2.7	0
Medium-Density	405.4	6.1-14.0	2,473-,5,676	2.7	6,667-15,325
Single Family	725	0.9-6.0	652-4,350	2.7	1,7,60-11,745
Estate Residential	30.5	0.01-0.8	0-24	2.7	0-65
Rural Residential/ Agriculture	329.8	0.01	3	2.7	9
TOTAL:	1,684.65		6,415-14,757+		17,321-39,845+

COMMERCIAL	**Acres**	**Floor Area Ratio (Gross)**	**Square Feet (millions)**	**Square Feet/ Employee**	**Jobs**
General Commercial	225.75	.20-.60	1.9-5.9	510	3,856-11,569
General Commercial/ Campus Office	168.57	.20-.80	1.46-5.87	385	3,814-15,258
Mixed Use	6.7	.30-1.00	.9-.29	490	178-596
Mixed Use 2/ Campus Office	22.9	.45 max	.45	260	1,731
Neighborhood Commercial	0.4	.25-.60	.004-.01	490	9-21
Campus Office	195.58	.25-.80	2.13-6.82	260	8,192-26,214
Industrial Park	56.4	.35 max	.86	590	1,458

Industrial Park/ Campus Office	0	.25-.35	0	425	0
Campus Office	137.58	.25-.80	1.50-4.79	260	5,763-18,440
Medical Campus	42.88	.25-.80	.46-4.49	260	1,796-5,747
Medical Campus / Commercial	15.85	.25-.80	.17-.41	510	338-812
TOTAL:	872.61		9.83-29.89		27,135-81,846

PUBLIC/SEMI-PUBLIC/OPEN SPACE	**Acres**	**Floor Area Ratio (Gross)**	**Square Feet (millions)**	**Square Feet/ Employee**	**Jobs**
Public/Semi-Public	98.96	.50 max	2.15	590	3,653
Semi-Public	2.09	.50 max	.045	590	77
	Acres		**Number**		
Parks/Public Recreation	204-.9				
Regional Parks	1.2		1		
Open Space	699.56				
Schools	**Acres**	**Floor Area Ratio (Gross)**	**Square Feet (millions)**	**Square Feet/ Employee**	**Jobs**
Elementary School	38	.50 max	1.06	590	1,797
Middle School	27.8	.50 max	.61	590	1,034
High School	23.46	.50 max	.51	590	866
TOTAL:	1,095.97		5.38		7,427

	Acres	**Dwelling Units**	**Population**	**Square Feet (millions)**	**Jobs**
GRAND TOTAL:	**3,653.23**	**6,415-14,757+**	**17,321-39,845+**	**15.21-35.27**	**51,883-129,118**

BE IT FURTHER RESOLVED that the City Council hereby adopts the following amendments to the Eastern Dublin Specific Plan:

Section 2.3 Ownership Patterns shall be amended to update the land ownership of Chen to GH PacVest as follows:

2.3 OWNERSHIP PATTERNS

Ownership patterns in the planning area as shown in Figure 2.4. There are 49 recorded parcels in the planning area which are owned by 33 different landowners. Since 1993, approval of subsequent amendments, such as the addition of the Dublin Transit Center and portions of Fallon Village, as well as the subdivision of land has increased the number of parcels and landowners. Landowners' names and size of holdings are listed in Figure 2.4. Ownership holdings range in size from 0.4 acres to 1,251 acres. The acreage of two small properties, the EBJ Properties (1.1 acres) and Pleasanton Ranch Investment parcels (0.4 acres), was included on maps and in tables with the GH PacVest property prior to 2005. Figure 2.4 illustrates only the original parcels prior to their being subdivided.

Figure 2.4 Ownership Patterns shall be amended to update the land ownership of 21 and 22 from Chen

and Anderson, respectively, to GH PacVest

Table 4.1 (Eastern Dublin Specific Plan Land Use Summary) shall be amended to read as follows with no modifications to the footnotes:

TABLE 4.1
EASTERN DUBLIN SPECIFIC PLAN
LAND USE SUMMARY
(Amendment Reso# 66-03, 47-04, 223-05, 58-07, 37-08, 210-08, 176-09, 76-10, 55-12, 92-12, 210-12, 198-13, 159-14, 101-15, 165-15, 151-16, xx-22)

Land Use Description	LAND AREA	DENSITY	YIELD
COMMERCIAL/INDUSTRIAL			
General Commercial	283.45 acres	.25-.35 FAR	3.087 MSF
General Commercial/Campus Office	160.37 acres	.28 FAR	1.956 MSF
Industrial Park*	61.3 acres	.25-.28 FAR	.747 MSF
Neighborhood Commercial	36.76 acres	.30-.35 FAR	.516 MSF
Mixed Use	0 acres	.30-1.0 FAR	.005 MSF
Mixed Use 2/Campus Office****	25.33 acres	.45 FAR	.497 MSF
Campus Office	94.28 acres	.35-.75 FAR	1.840 MSF
Medical Campus	42.88 acres	.25-.80 FAR	.950 MSF
Medical Campus/Commercial	15.85 acres	.25-.60 FAR	.250 MSF
Subtotal	**720.22 acres**		**9.848 MSF**
RESIDENTIAL			
High Density	58.74 acres	35 du/ac	2,056 du
Medium High Density	156.61 acres	20 du/ac	3,132 du
Medium Density**	492.71 acres (1)	10 du/ac	4,744 du
Single Family***	947.25 acres	4 du/ac	3,789 du (3)
Estate Residential	30.4 acres	0.13 du/ac	4 du
Rural Residential/Agric.	539.55 acres	.01 du/ac	5 du
Mixed Use	0 acres	15 du/ac	115 du
Subtotal	**2,225.26 acres**		**13,950 du**
PUBLIC/SEMI-PUBLIC			
Public/Semi-Public	98.96 acres	.24 FAR	.99 MSF
Semi-Public	2.09 acres	.25 FAR	.03 MSF
Subtotal	**101.05 acres**		**1.02 MSF**
SCHOOLS			
Elementary School	55.8 acres (2)		5 schools
Junior High School	21.3 acres		1 school
High School	23.46 acres		1 school
Subtotal	**100.56 acres**		
PARKS AND OPEN SPACE			
City Park	56.3 acres		1 park
Community Park	93.3 acres		3 parks
Neighborhood Park	50.9 acres		7 parks
Neighborhood Square	16.7 acres		6 parks
Natural Community Park	10.4 acres		1 park
Subtotal	**227.6 acres**		**18 parks**
Open Space	684.06 acres		
TOTAL LAND AREA	**4,058.75 acres**		

Table 4.2 (Eastern Dublin Specific Plan Population and Employment Summary) shall be amended to read as follows with no modifications to the footnotes:

TABLE 4.2
EASTERN DUBLIN SPECIFIC PLAN
POPULATION AND EMPLOYMENT SUMMARY
(Amended Per Resolution No. 47-04, 223-05, 58-07, 37-08, 176-09, 76-10, 55-12, 92-12, 210-12, 198-13, 159-14, 165-15, 151-16, xx-22)

Land Use Designation	Development	Sq Ft/Employees	Persons/du	Population
Commercial				
Industrial Park	.747 MSF	590		1,266
General Commercial/Campus Office*	1.956 MSF	385		5,081
General Commercial	3.087 MSF	510		6,053
Neighborhood Commercial	.516 MSF	490		1,053
Mixed Use**	0 MSF	490		0
Mixed Use 2/Campus Office****	.497 MSF	260		1,910
Campus Office	1.840 MSF	260		7,077
Medical Campus	.950	260		3,654
Medical Campus/ Commercial	.250	510		490
Public/Semi Public	.99 MSF	590		1,678
Semi-Public	0.03 MSF	590		51
TOTAL:	**10.863 MSF**			**28,313**
Residential				
High Density	2,056		2.0	4,112
Medium High Density	3,132		2.0	6,264
Medium Density	4,749		2.0	9,498
Single Family***(1)	3,789		3.2	12,125
Estate Residential	4		3.2	13
Mixed Use**	0		2.0	0
Rural Residential/Agric.	5		3.2	16
TOTAL:	**13,735**			**32,028**

Section 4.9.4 Fallon Gateway shall be amended to update the land use concept for the area east of Fallon Road as follows:

4.9.4 FALLON GATEWAY

LOCATION

This subarea is located at the Fallon Road interchange with I-580 and occupies the areas east and west of Fallon Road between Dublin Boulevard and the freeway, and extending north to the Airport Protection Area boundary. The subarea also extends north to include the northeast and northwest quadrants of the intersection of Fallon Road and Dublin Boulevard (see Figure 4.2). In 2006, the Fallon Village amendment expanded the Fallon Gateway Subarea to the west and north to encompass the entire GH PacVest property (as the Dublin Boulevard alignment had shifted north) except for the areas designated as Community Park and Medium High Density Residential. Also, the EBJ Partners, Pleasanton Ranch Investments parcels and the areas of the GH PacVest, Righetti and Branaugh properties within the Livermore Airport Protection Area (formerly the Industrial subarea) were added to the Fallon Gateway Subarea.

LAND USE CONCEPT

The land use concept for the Fallon Gateway encourages the development of General Commercial and Campus Office uses that will benefit from the visibility and easy access provided by their location near I-580, Dublin Boulevard, and Fallon Road. The focus for this area is to develop with economic and job-rich uses such as Life Science, Advanced Manufacturing, Clean/Green Technology, Automation and Robotics, Technology Startups, and Incubators. Given the subarea's eastern location away from Downtown Dublin and the Town Center in eastern Dublin, it is anticipated that the commercial development will accommodate retail uses that are less suited for the commercial core areas either because they require larger land areas, better freeway access, and/or different development standards. Uses in this category include that segment of the retail market that typically deals with high sales volumes and/or bulky or big-ticket items; has relatively low-overhead; draws from a regional market area; and is highly auto-oriented. Examples of such uses include large-scale retail, commercial recreation and entertainment facilities, home improvement centers, nurseries, and similar uses. The subarea should not include uses that would directly compete with and/or decrease the vitality of the commercial areas in the Town Center or Downtown Dublin.

The commercial and industrial land east of Fallon Road and extending north to the Airport Protection Area boundary serves as the entry to Dublin from the east and is envisioned for sustainable development that provides employment opportunities and connects those jobs to the regional and local public transportation system. Developments are required to incorporate the following sustainability practices:

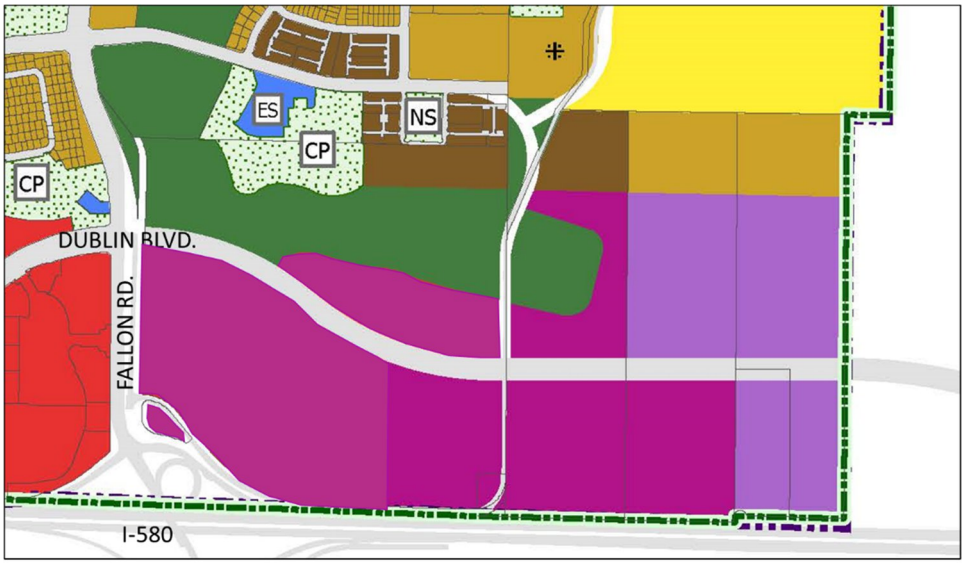
- Build off the City's Complete Streets Policy and incorporate complete streets concepts within the private development's circulation system to ensure strong bicycle, pedestrian and transit connections within and between the private developments and connections to the City's streets and existing and future transit hubs.
- Strong bicycle and pedestrian connections per the vision and goals of the City's Bicycle and Pedestrian Master Plan.
- Electric vehicle charging stations within each development.
- Transportation Demand Management (TDM) measures to reduce the demand of single occupancy vehicles, such as transit subsidy programs, shuttles, showers/lockers, bike share programs, parking, mobility and micromobility hubs.
- Buildings and related private infrastructure to help with electric grid management, by incorporating load shifting technologies, solar panels, battery storage and micro-grids.
- Reduce consumption of materials through reuse or recycling of all municipal solid waste materials back into nature or the marketplace in a manner that protects human health and the environment toward zero-waste goals.
- Incorporate smart cities technology infrastructure, and fiber-optic communications infrastructure.
- Street infrastructure for private drive aisles and streets and public streets certified as Greenroads.org Gold level or greater, ASCE Envision Rating of Gold or greater or similar equivalent.
- Design and construct buildings that meet the requirements to achieve LEED Gold status or above.

Table 4.7 (Fallon Gateway Subarea Development Potential) shall be amended as follows:

TABLE 4.7 FALLON GATEWAY SUBAREA DEVELOPMENT POTENTIAL[1]			
Designation	**Acres**	**Density**	**Development Potential**
General Commercial	47.85	.25 FAR	521,087
General Commercial/Campus Office	146.05	.28 FAR	1,781,343
Medical Campus	42.88	.51 FAR	950,000
Industrial Park	61.3	.28 FAR	747,664
TOTAL	**298.08**	---	4,000,094

[1]In 2006, the Fallon Village amendment expanded the Fallon Gateway Subarea to the west and north to encompass the entire GH PacVest property (as the Dublin Blvd. alignment had shifted north) except for the areas designated as Community Park and Medium High Density Residential. Additionally, the EBJ Partners and Pleasanton Ranch Investments parcels and the areas of the GH PacVest, Righetti and Branaugh properties within the Livermore Airport Protection Area (formerly the Industrial subarea) were added to the Fallon Gateway Subarea. See Figure 4.2. Medical Campus 42.88 .51 FAR .950 msf

Figure 4-1 (Eastern Dublin Specific Plan Land Use Map) shall be amended to change the General Commercial land use designation to General Commercial/Campus Office land use designation for the Project site as follows:



Appendix 3 Land Use Summary by Planning Areas section "Fallon Gateway" shall be amended as follows:

APPENDIX 3 EASTERN DUBLIN SPECIFIC PLAN LAND USE SUMMARY BY PLANNING SUBAREAS				
Planning Subareas Land Use Category	**Area**	**Density**	**Square Feet**	**Units**
Fallon Gateway				
General Commercial	47.85	.25	521,087	

General Commercial/ Campus Office	146.05	.28	1,781,343	
Medical Campus	42.88	.51	950,000	
Industrial Park	61.3	.28	747,664	
Total	**298.08**	---	4,000,094	

Appendix 4 Land Use Summary by Land Owner "#21 GH PacVest" shall be amended to read as follows:

APPENDIX 4 EASTERN DUBLIN SPECIFIC PLAN LAND USE SUMMARY BY LAND OWNERS				
Owner/Land Use Category	**Acres**	**Density**	**Square Feet**	**Units**
#21 GH PACVEST (FORMERLY CHEN)				
Medium High Density Residential	4.0	20		130
General Commercial / Campus Office	90.6	.28	1,105,030	
Semi-Public*	0			
Public / Semi-Public*	2.5			
Community Park	7.2			
Open Space	35.8		-	
Total	**140.1**		1,105,030	**130**

Appendix 4 Land Use Summary by Land Owners "#22 Anderson" shall be amended update the land ownership of Anderson to "#22 GH PacVest (Formerly Anderson)".

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Attachment 2

Fallon East
General Plan Amendment/
Eastern Dublin Specific Plan Amendment

CEQA Addendum

August 25, 2021
Planning Application Number: PLPA-2021-00009

Kimley»Horn

Fallon East General Plan Amendment/Eastern Dublin Specific Plan Amendment

CEQA Addendum

August 25, 2021

Project Overview

The project, or proposed project, is a General Plan Amendment to change the land use designation from General Commercial to General Commercial/Campus Office on 72.1 acres of the GH PacVest property (APN: 985-0027-002-00) and on the 1.25-acre Alameda property (APN: 985-0027-003-00). The proposed project would also include amending the land use designation in the Eastern Dublin Specific Plan. The existing Planned Development zoning for these properties is generally consistent with the proposed General Commercial/Campus Office land use designation and, therefore, no amendment to the Planned Development zoning is required at this time.

The City Council's Two-Year Strategic Plan includes an objective to look at establishing an Economic Development Zone to prioritize commercial and industrial development east of Fallon Road. This action would further that strategic priority.

The project site is located within the Eastern Dublin Specific Plan (EDSP) area, and the Fallon Village project area.

Prior CEQA Analysis

Prior CEQA analysis includes: 1) the Eastern Dublin General Plan Amendment and Specific Plan EIR (1993), 2) the East Dublin Properties Stage I Development Plan and Annexation Supplemental EIR (2002), and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs" or "previous CEQA findings," and are described below.

Eastern Dublin General Plan Amendment and Specific Plan EIR (1993)

The Eastern Dublin General Plan Amendment and Specific Plan Environmental Impact Report (EIR) and an addendum (1993 GPA/SP EIR) were certified by the City Council on August 22, 1994. This EIR analyzed General Plan Amendments affecting a 6,920-acre area and the adoption of the Eastern Dublin Specific Plan (EDSP), which encompassed a 3,328-acre area and provides a comprehensive planning framework for future development in Eastern Dublin. The area considered in this EIR included the project site within the General Plan Amendment area.

The 1993 GPA/SP EIR identified the following significant and unavoidable impacts: cumulative loss of agriculture and open space land, cumulative traffic, extension of natural gas, electric, and telephone service community facilities, consumption of non-renewable natural resources,

increases in energy uses through increased water treatment and disposal and through operation of the water distribution system, inducement of substantial growth and concentration of population, earthquake ground shaking, loss/degradation of botanically sensitive habitat, regional air quality, noise, and aesthetics.

Pursuant to Resolution No. 53-93, the City adopted a Mitigation Measures and Monitoring Program, which mitigation measures and monitoring program continue to apply to development in Eastern Dublin. The Council also adopted a Statement of Overriding Considerations in connection with their certification of the 1993 GPA/SP EIR.

East Dublin Properties Stage I Development Plan and Annexation Supplemental EIR (2002)

In 2002, the City of Dublin approved an annexation, pre-zoning, and related PD-Planned Development District Stage I Development Plan for the East Dublin Properties area (same area later named "Fallon Village"). The East Dublin Properties project site consists of 1,132 acres within the EDSP area, and includes in its entirety the 165-acre East Ranch project site.

An Initial Study (IS) was prepared to determine if the East Dublin Properties project required additional environmental review beyond that analyzed in the 1993 GPA/SP EIR. The IS found that many of the anticipated impacts of the East Dublin Properties project were adequately addressed in the 1993 GPA/SP EIR given: 1) the comprehensive planning for the development area; 2) the 1993 GPA/SP EIR's analysis of buildout under the EDSP land use designations and policies; 3) the long term 20-30 year focus of the EDSP and the 1993 GPA/SP EIR; 4) the fact that the East Dublin Properties project was specifically contemplated in the 1993 GPA/SP EIR; and 5) the fact that the East Dublin Properties project consisted of the same land uses analyzed in the 1993 GPA/SP EIR.

Although the IS concluded that the 1993 GPA/SP EIR adequately analyzed most of the potential environmental impacts of the East Dublin Properties project, it also identified the potential for some new significant impacts or substantially intensified impacts beyond those previously analyzed. As a result, the 1993 GPA/SP EIR was updated and supplemented by the Programmatic East Dublin Properties Stage I Development Plan and Annexation Supplemental EIR (2002 Supplemental EIR) which updated the analyses of agricultural resources, biology, air quality, noise, traffic and circulation, schools, and utilities.

In certifying the 2002 Supplemental EIR, the City adopted a Mitigation Measures and Monitoring Program and a Statement of Considerations for cumulative air quality and traffic impacts that continues to apply to development in Eastern Dublin, including the project site.

Fallon Village Supplemental EIR (2005)

In 2005, the City of Dublin considered additional approvals for the 1,132-acre Fallon Village area. These requested approvals had three components:

1. Amendments to the General Plan and EDSP to include the entire 1,132-acre Fallon Village area into the EDSP and to reflect changes to the land use designations on the site;
2. Revisions to the 2002 approval of the Stage I Planned Development Planned Zoning and Stage I Development Plan to increase the number of dwellings units by 582 to a total of 3,108 units and increase non-residential uses from 1,081,725 square feet to 2,503,175 square feet of commercial and office uses; and
3. A Stage II Development Plan, Vesting Tentative Map, Development Agreement, and Lot Line Adjustment for the development of the northernly 488 acres of the Fallon Village area to allow 1,078 dwelling units, a school, parks and associated use.

The City approved all three components of the Fallon Village project request.

On December 6, 2005, the City certified the Final Supplemental Fallon Village Project Environmental Impact Report (2005 Supplemental EIR) that analyzed the new uses and revisions to the previous approvals for the Fallon Village project.

The 2005 Supplemental EIR identified potentially significant environmental impacts and related mitigation measures. The City adopted a Mitigation Measures and Monitoring Program for this approval that continues to apply to development in the Fallon Village area, including the project site. In addition, as part of Resolution No. 222-05, the City adopted a Statement of Overriding Considerations for the following significant and unavoidable impacts: traffic impact to Dublin/Dougherty intersection, cumulative impacts to local roadways, consistent with the Alameda County Congestion Management Plan, demolition of the Fallon Ranch House and an increase in regional emissions beyond Bay Area Air Quality Management District (BAAQMD) thresholds.

The City intended this 2005 Supplemental EIR to be used by state or regional agencies in their review of permits required for development in the Fallon Village area (e.g., California Department of Fish and Wildlife Streambed Alteration Agreements, California Endangered Species Act permits, Water Quality Certification or waiver by the Regional Water Quality Control Board under the Clean Water Act) (see, Draft 2005 Supplemental EIR, p. 27).

Proposed CEQA Analysis in this Document

The City prepared a CEQA analysis using the City's Initial Study Checklist, dated August 25, 2021, incorporated herein by reference, to assess whether any further environmental review is required for the proposed project. Pursuant to CEQA Guidelines Section 15164, the City determined that no subsequent EIR or Negative Declaration is required for the project and an Addendum to the EDSP EIRs is the appropriate CEQA review per the following:

No Subsequent Review is Required per CEOA Guidelines Section 15162

CEQA Guidelines Section 15162 identifies the conditions requiring subsequent environmental review. After a review of these conditions, the City determined that no subsequent EIR or Negative Declaration is required for this project. This is based on the following analysis:

a) *Are there substantial changes to the project involving new or more severe significant impacts?*

There are no substantial changes to the project as analyzed in the EDSP EIRs. The proposed project would create additional flexibility allowed by the proposed General Commercial/Campus Office land use designation. This hybrid General Commercial/Campus Office land use designation allows for a wide variety of minimum-impact, light industrial uses as well as commercial uses which are compatible with the overall character and economic health of the surrounding industrial area. As demonstrated in the Initial Study, the project does not constitute a substantial change to the EDSP EIRs analysis, will not result in additional significant impacts, and no additional or different mitigation measures are required.

b) *Are there substantial changes in the conditions which the project is undertaken involving new or more severe significant impacts?*

There are no substantial changes in the conditions assumed in the EDSP EIRs. The proposed project would create additional flexibility allowed by the proposed General Commercial/Campus Office land use designation which are compatible with the overall character and economic health of the surrounding industrial area. This is documented in the attached Initial Study.

c) *Is there new information of substantial importance, which was not known and could not have been known at the time of the previous EIR that shows the project will have a significant effect not addressed in the previous EIR; or previous effects are more severe; or, previously infeasible mitigation measures are now feasible but the applicant declined to adopt them; or mitigation measures considerably different from those in the previous EIR would substantially reduce significant effects but the applicant declines to adopt them?*

As documented in the attached Initial Study, there is no new information showing a new or more severe significant effect beyond those identified in the EDSP EIRs. Similarly, the Initial Study documents that no new or different mitigation measures are required for the project. All previously adopted mitigations continue to apply to the project. The EDSP EIRs adequately describe the impacts and mitigations associated with the proposed development on portions of the EDSP area.

d) *If no subsequent EIR-level review is required, should a subsequent negative declaration be prepared?*

No subsequent EIR or Negative Declaration is required because there are no significant impacts of the project beyond those identified in the EDSP EIRs and no other standards for supplemental review under CEQA are met, as documented in the attached Initial Study.

Conclusion

This Addendum is prepared pursuant to CEQA Guidelines Section 15164 based on the attached Initial Study. Through the adoption of this Addendum and related Initial Study, the City determines that the proposed project does not require a subsequent or supplemental EIR or Negative Declaration under CEQA Section 21166 or CEQA Guidelines Sections 15162 and 15163. The City further determines that the EDSP EIRs adequately address the potential environmental impacts of the Fallon East General Plan Amendment/Eastern Dublin Specific Plan Amendment.

As provided in Section 15164 of the CEQA Guidelines, this Addendum need not be circulated for public review, but shall be considered with the prior environmental documents before making a decision on this project.

The Initial Study and EDSP EIRs are incorporated herein by reference and are available for public review during normal business hours, Monday through Friday, from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., in the Community Development Department, Dublin City Hall, 100 Civic Plaza, Dublin CA.

DUBLIN
CALIFORNIA

Fallon East
General Plan Amendment/
Eastern Dublin Specific Plan Amendment

Environmental Checklist/Initial Study

August 25, 2021
Planning Application Number: PLPA-2021-00009

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Fallon East General Plan Amendment/ Eastern Dublin Specific Plan Amendment CEQA Initial Study

Project Background

Project Title

Fallon East General Plan Amendment and Eastern Dublin Specific Plan Amendment
PLPA-2021-00009

Lead Agency

City of Dublin
Community Development Department
100 Civic Plaza
Dublin, CA 94568

Contact

Amy Million
Principal Planner
Phone: 925-833-6610
amy.million@dublin.ca.gov

Project Location & Setting

The project site is located east of Fallon Road and north of I-580. As shown in Figure 1: Project Location and Property Ownership, the project site is located in Eastern Dublin along the designated right-of-way for the future Dublin Boulevard extension. The project site consists of 72.1 acres on the GH PacVest property (APN: 985-0027-002-00) and is bound by Fallon Road to the west, I-580 to the south, and Croak Road to the south and east. The 1.25-acres Alameda property (APN: 985-0027-003-00) is located north of the I-580 off ramp and is bound by Fallon Road to the west, and Croak Road to the north and east. Combined, the two properties total 73.35 acres.

Both properties are currently undeveloped, consisting of open grassland. Surrounding land uses consists of open grassland to the north, east and south, and commercial development west of Fallon Road.

The project site is located within the Eastern Dublin Specific Plan (EDSP) area, and the Fallon Village project area.

Figure 1: Project Location and Property Ownership



Project Applicant

City of Dublin
100 Civic Plaza
Dublin, CA 94568

General Plan and Eastern Dublin Specific Plan Designation

General Commercial

Zoning

PD Planned Development Ordinance No. 32-05 and Ordinance No. 11-94

Project Background and Purpose

The City Council identified in their Two-Year Strategic Plan the objectives of looking to establish an Economic Development Zone to prioritize commercial and industrial development east of Fallon Road, and working with area property owners in conjunction with the Dublin Boulevard extension project on issues such as road and project mitigation, entitlements, and supporting infrastructure.

On September 15, 2020, the City Council received an initial report on the Fallon East Property Planning and Development Framework. The City Council was supportive of the Staff

recommendation to utilize the hybrid General Commercial/Campus Office land use designation to provide flexibility desired by the existing landowners while supporting the City's goal of these properties developing with economic and job-rich uses such as Life Science, Advanced Manufacturing, Clean/Green Technology, Automation and Robotics, Technology Startups, and Incubators.

On October 20, 2020, the City Council received a second report on the Fallon East Property Planning and Development Framework that provided the initial framework for the creation of an Economic Development Zone. On May 18, 2021, the City Council adopted Resolution No. 50-21 approving the establishment of the Fallon East Economic Development Zone Map and Incentives Package.

Over the past year, the City has been holding discussions with some of the larger landowners of these properties to better understand their vision for developing their properties. In January and February 2021, Staff met with the Fallon East property owners to discuss the City Council's discussions to date including the preliminary land use changes, creation of the Economic Development Zone, and the Dublin Boulevard extension project.

Project Description

The project, or proposed project, is a General Plan Amendment to change the land use designation from General Commercial to General Commercial/Campus Office on 72.1 acres of the GH PacVest property (APN: 985-0027-002-00) and on the 1.25-acre Alameda property (APN: 985-0027-003-00). The existing and proposed General Plan land use changes are shown in Figures 2: Existing General Plan Land Use Map and Figure3: Proposed General Plan Land Use Map, respectively.

Figure 2: Existing General Plan Land Use Map

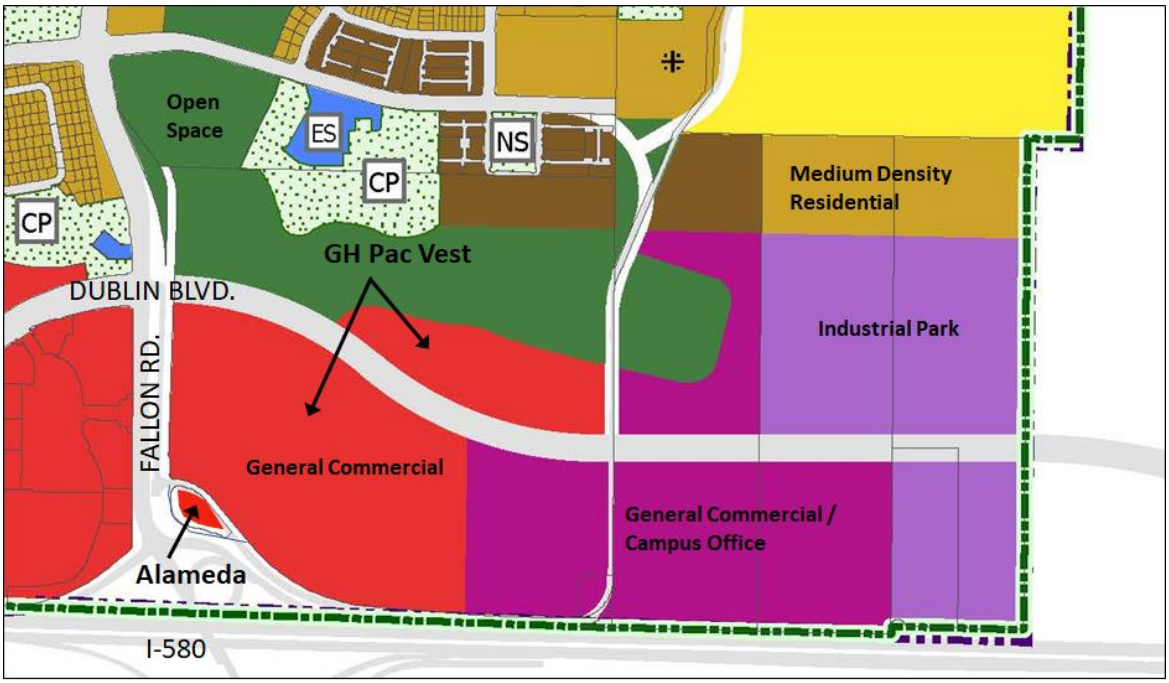
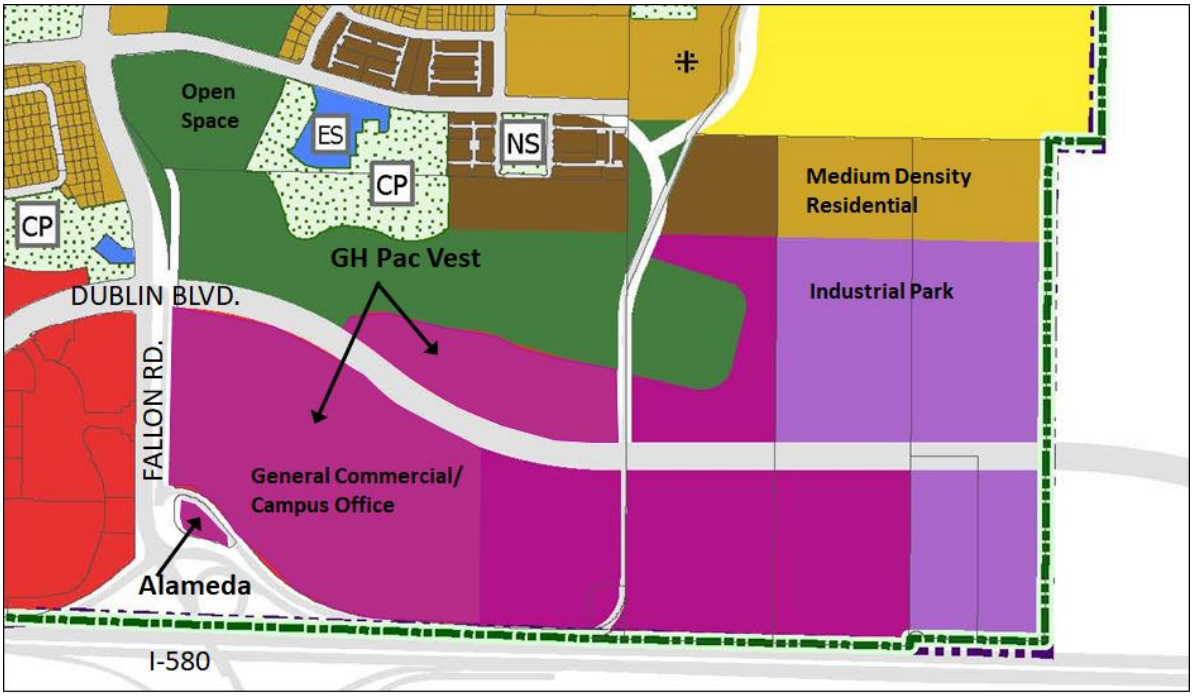


Figure 3: Proposed General Plan Land Use Map



The proposed project would also include amending the land use designations in the Eastern Dublin Specific Plan (EDSP). The existing zoning for the GH PacVest portion of the project area is Planned Development Ordinance No. 32-05, which is the Stage 1 Development Plan for Fallon Village. The existing zoning for the Alameda property is Planned Development Ordinance No. 11-94, adopted with the annexation of 1,538 acres west of Fallon Village as part of the General Plan Amendment and EDSP. The Planned Development zoning designations for these properties is generally consistent with the existing General Commercial and proposed General Commercial/Campus Office land use designations and, therefore, no amendments to the Planned Development zoning districts are required at this time. It is anticipated that future development on these parcels will include an amendment to the existing Planned Development zoning to broaden the allowable uses to incorporate all the new land uses allowed under the General Commercial/Campus Office land use designation.

The proposed project does not propose any specific development project. Any such development would occur subsequently as part of a Stage 2 Development Plan application. As such, the analysis in this Initial Study is considered programmatic as it relates to a change in land use designation as a matter of policy and regulation.

The proposed General Commercial/Campus Office land use designation will retain all the land uses currently allowed under the General Commercial designation and create additional flexibility allowed by the Campus Office designation. This hybrid General Commercial/Campus Office land use designation allows for a wide variety of minimum-impact, job-rich and high-wage businesses, which are compatible with the overall character and economic health of an industrial area, and are consistent with the City Council's strategic objectives. The target industry sectors prioritized by the City Council include:

- Life Sciences [1]
- Advanced Manufacturing
- Clean/Green Technology
- Automation and Robotics
- Technology
- Startups and Incubators

The proposed project also includes additional policy language encouraging sustainable development for the Fallon Gateway area as provided in the EDSP. The commercial and industrial land east of Fallon Road and south of the Airport Protection Area serves as the entry to Dublin from the east and is envisioned for sustainable development that provides employment opportunities and connects those jobs to the regional and local public transportation system. Developments would be required to incorporate sustainability practices

[1] The life sciences sector includes but is not limited to companies operating in the fields of biotechnology (including genetics), pharmaceutical, medical device and diagnostics, food science/food processing, and other efforts towards the discovery, development and delivery of products to improve the lives of organisms.

related to transportation to reduce the demand on single occupancy vehicles, energy efficiency, and waste reduction.

Other Public Agencies Whose Approval Is Required

None.

For reference, the Dublin General Plan defines the relevant land use designations as follows:

General Commercial (FAR: .20 to .60; Employee Density: 510 square feet per employee)

This designation accommodates a range of regional- and community-serving retail, service, and office uses. Uses allowed in this designation include, but are not limited to: retail uses, including major community-serving uses (e.g., supermarkets, drug stores, hardware stores, apparel stores, etc.) and regionally-oriented retail uses (e.g., high-volume retail uses such as discount centers, promotional centers, home improvement centers, furniture outlets, and auto malls); all office uses; hotels; banks; service uses; and restaurants and other eating and drinking establishments. Mixed use projects incorporating retail, service, and/or office uses are encouraged, with residential uses also allowed as part of the mix when location and design ensure compatibility.

Campus Office (FAR: .25 to .80; Employee Density: 260 square feet per employee)

This designation is intended to provide an attractive, campus-like setting for office and other non-retail commercial uses that do not generate nuisances related to emissions, noise, odors, or glare. Allowed uses include, but are not limited to, the following: professional and administrative offices; administrative headquarters; research and development; business and commercial services; and, limited light manufacturing, assembly and distribution activities. Ancillary uses which provide services to businesses and employees in the Campus Office area are permitted. These uses include restaurants, gas stations, convenience shopping, copying services, branch banks, and other such services. Under special circumstances (e.g., where a mixed-use development would decrease potential peak-hour traffic generation, meet a specific housing need, encourage pedestrian access to employment and shopping, or create an attractive, socially-interactive neighborhood environment), residential uses may be permitted as part of a master planned mixed use development. In such developments, the residential component would not be permitted to occupy more than 50% of the developed area.

General Commercial/Campus Office (FAR: .20 to .80; Employee Density: 385 square feet per employee)

Combined land use district. See designations under Eastern Extended Planning Area for General Commercial and Campus Office. Example: Lowe's and Fallon Village.

For reference, the Eastern Dublin Specific Plan defines the relevant land use designations as follows:

General Commercial (.20 to .60 Floor Area Ratio)

Accommodates a range of regional and community-serving retail, service, and office uses. Mixed use projects incorporating retail, service, and/or office uses are encouraged, with

residential uses also allowed as part of the mix when location and design ensure compatibility.

Note: There is one area indicated on the amended land use map, located on the southwest quadrant of Area H of Dublin Ranch that could develop as either general commercial or campus office uses. This flexibility has been provided in this area to respond to changing market conditions that may occur in the future. The shift from general commercial (the underlying land use designation) to campus office would be permitted if the established traffic levels of service are not exceeded. Appropriate traffic studies may need to be conducted in order for the City to make the proper determination regarding traffic levels of service. The development of either general commercial or campus office uses will be established at the Stage 2 Planned Development application process.

Campus Office (.25 to .80 Floor Area Ratio)

Provides an attractive, campus-like setting or office and other non-retail commercial uses that do not generate nuisances related to emissions, noise, odors, or outdoor storage and operations. Ancillary uses which provide support services to businesses and employees are permitted. Under special circumstances (e.g., where a mixed-use development would decrease potential traffic generation and/or contribute to greater social interaction and more vital live/work environment), residential uses may be permitted as part of a master planned mixed use development. In such developments, the residential component would not be permitted to occupy more than 50% of the developed area. A floor area ratio of up to 1.2 may be granted at the discretion of the City Council for the 37-acre parcel adjacent to the eastern Dublin BART station in the southwest quadrant of Hacienda Drive and Dublin Boulevard. A 5-acre hotel site is anticipated within this 37-acre parcel. The precise location of the hotel site will be established through the planned development application process.

Note: There are several areas indicated on the land use map that could develop as either general commercial or campus office uses. This flexibility has been provided in these key areas to respond to changing market conditions that may occur in the future. The shift from campus office (the underlying land use designation) to general commercial would only be permitted if the established traffic levels of service are not exceeded. Appropriate traffic studies may need to be conducted in order for the City to make the proper determination regarding traffic levels of service.

General Commercial/Campus Office (.20 to .80 Floor Area Ratio)

Provides flexibility in permitting a range of regional and community-serving retail and office uses. Mixed use projects incorporating retail, service and office uses are encouraged.

CEQA Analysis

The discussion below analyzes the potential environmental impacts of the proposed project per the criteria as described in Public Resources Code Section 21166 and CEQA Guidelines Section 15162. For convenience, this analysis uses Appendix G of the CEQA Guidelines as a framework. Different from the standard CEQA checklist included in Appendix G of the CEQA Guidelines are the impact options included in this analysis.

Prior CEQA analysis includes: 1) the Eastern Dublin General Plan Amendment and Specific Plan EIR (1993); 2) the East Dublin Properties Stage I Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs" or "previous CEQA findings."

The impact check-boxes indicate that the project would not result in a new impact, a substantial increase in the severity of an impact, or an equal to or less severe impact, than those identified in previous CEQA findings.

As such, no new environmental review is required because none of the standards under Public Resources Code Section 21166 and CEQA Guidelines Section 15162 are met which would trigger the need for additional CEQA documentation. There are no significant project changes, new information, or change in circumstances that result in a new or substantial increase in severity of a significant impact from those identified in the EDSP EIRs. Therefore, no standards for requiring supplemental environmental review or documentation under CEQA are met and none are required for the project.

Determination

On the basis of this initial evaluation:

I find that the project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	
I find that although the project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the project MAY have a potentially significant or a potentially significant unless mitigated impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the project, nothing further is required.	**X**

CITY OF DUBLIN

_____ _____

Amy Million, Principal Planner Date

Aesthetics

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
1. AESTHETICS. Would the project:			
a) Have a substantial adverse effect on a scenic vista?			X
b) Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X

Previous CEQA Documents

The previous EDSP EIRs identified the following impacts and mitigations for visual resources:

- Impact 3.8/A**:** Standardized "Tract" Development within the project area which did not respond to natural site conditions could cause a significant impact. Adherence to Mitigation Measure 3.8/1.0, which requires consistency with EDSP Goal 6.3.4, reduces this impact to an insignificant level.
- Impact 3.8/B: Alteration of Rural/Open Space Visual Character was identified as a significant and unavoidable impact even with adherence to Mitigation Measure 3.8/ 2, which would implement the EDSP plan with retention of predominant natural features and encourages a sense of place in Eastern Dublin.
- Impact 3.8/C: Obscuring Distinctive Natural Features identifies the potential of EDSP buildings and related improvements to obscure or alter existing features and reduce the visual uniqueness of the Eastern Dublin area. Implementation of Mitigation Measure 3.8/3.0, which would implement EDSP Policy 6-28, reduces this impact to an insignificant level.
- Impact 3.8/D: Alteration of Visual Quality of Hillsides notes that grading and excavation of building sites in hillside areas would compromise the visual quality of the EDSP area. Mitigation Measures 3.8/4.0 through 3.8/4.5 are included in the EDSP EIR to reduce Impact 3.8/D to an insignificant level. These mitigation measures require implementation of EDSP Policies 6-32 through 6-38.
- Impact 3.8/E: Alteration of Visual Quality of Ridges states that structures built in proximity to ridges may obscure or fragment the profile of visually sensitive ridgelines. Implementation of Mitigation Measures 3.8/5.0 through 3.8/5.2 would reduce this

impact to a less-than-significant level. These measures require the implementation of EDSP Policies 6-29 and 5-30 and General Plan Amendment Guiding Policy E.

- Impact 3.8/F: Alteration of Visual Character of Flatlands is identified as a significant and unavoidable impact. No mitigation measure has been identified which can either fully or partially reduce this impact.
- Impact 3.8/G: Alteration of the Visual Character of Watercourses which involves the potential for elimination of the visibility and function of watercourses would be mitigated to an insignificant level by adherence to Mitigation Measure 3.8/ 6.0, which required future development to implement EDSP Policy 6-39.
- Impact 3.8/H: Alteration of Dublin's Visual Identity as a Freestanding City is mitigated to a level of insignificance by implementation of the EDSP land use plan (Mitigation Measure 3.8/5.0).
- Impact 3.8/I: Scenic Vistas includes the alteration of the character of existing scenic vistas and important sightlines. With implementation of Mitigation Measures 3.8/7.0 and 3.8/7.1 this impact would be reduced to an insignificant level. Mitigation Measure 3.8/7.0 requires adherence to EDSP Policy 6-5 and Mitigation Measure 3.8/7.1 requires the City to conduct a visual survey of the EDSP site and to identify and map viewsheds of scenic vistas.
- Impact 3.8/J: Scenic Routes identifies that the urban development of the EDSP will significantly alter the visual experience of travelers on scenic routes in Eastern Dublin. Implementation of Mitigation Measures 3.8 / 8.8 and 8.1 will reduce this impact to an insignificant level. These two measures require implementation of EDSP Action Programs 6Q and 6R.

The EDSP EIRs found significant and unavoidable aesthetic impacts (Impact 3.8/B and Impact 3.8/F) associated with the alteration of the visual character of rural/open space and flatlands. The City adopted a Statement of Overriding Considerations for these impacts, which includes the project.

No additional impacts or mitigation were identified in either the 2002 or 2005 Supplemental EIRs.

The project would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Scenic vistas, views

The project site is vacant and classified by the EDSP EIR as “dry-farming rotational cropland.” The EDSP does identify certain ridgelands and ridgelines as visually sensitive and the City pursuant to Specific Plan Policy 6-5 and Action Program 6Q adopted the Eastern Dublin Scenic Corridor, Policies and Standards as means to preserve scenic vistas.

Previous CEQA findings found potentially significant impacts to scenic vistas and views. The impacts were addressed with implementation of Mitigation Measures 3.8/3.0, 3.8/4.0-4.5, 3.8/5.0-5.2, 3.8/6.0, 3.8/7.0 and 3.8/7.1. EDSP Policies 6-29 through 6-38, which provide guidelines for grading and building design as a means to preserve scenic vistas and view corridors, apply to the project and EDSP area.

(b) Scenic resources

The EDSP EIRs found potentially significant impacts to scenic resources. The impacts were addressed with implementation of Mitigation Measures 3.8/8.0 and 3.8/8 and EDSP Policies 6-30 through 6-31. These mitigation measures are implemented at a project level as means to preserve scenic vistas and view corridors.

No scenic resources exist on the project site, including but not limited to significant stands of trees, rock outcroppings, or bodies of water, so there would be no impact from future development as a result of this land use change.

(c) Substantially degrade the visual character of the site or surrounding area

The EDSP EIRs found that development within the EDSP area would alter the existing visual character of rural/open space and flatlands. No mitigation measure could be identified to fully or partially reduce these impacts to a less than significant level. The City adopted a Statement of Overriding Consideration for these impacts; thus, no additional analysis was found necessary.

(d) Create a new source of substantial light or glare

Previous CEQA findings found less than significant impacts at both the program and development level. Future development associated with the project would not increase the amount of light and glare that was not previously anticipated in the EDSP and would be required to comply with adopted City regulations for lighting.

Conclusion

The project does not propose changes that were not previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified aesthetic/visual impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to aesthetic resources beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Agricultural and Forestry Resources

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
2. AGRICULTURE RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:			
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?			X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?			X
d) Result in the loss of forest land or conversion of forest land to non-forest use?			X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			X

Previous CEQA Documents

The previous EDSP EIRs identified the following impacts and mitigations for agricultural resources:

- Impact 3.1/C Discontinuation of Agricultural Uses states that agricultural uses within the area would be decreased as a result of the implementation of the EDSP. However, since most land owners at the time the ESDP EIR was written had filed non-renewal notices for their Williamson Act contracts it was assumed that agricultural uses would decline independent of the implementation of the EDSP so the impact was insignificant and no mitigation was required.
- Impact 3.1/D Loss of Farmland of Local Importance states that agricultural lands of local importance would be lost as a result of the EDSP. Since these agricultural lands of local

importance were not classified as prime farmland, however, the impact was insignificant and no mitigation was required.

The previous EDSP EIRs evaluated if the soils were considered as "prime agricultural soils" through the adopted criteria established by the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56064, referred to as Assembly Bill 2838). It was determined that no additional prime or agricultural lands beyond those identified in previous EIRs were found.

No additional impacts or mitigation were identified in either the 2002 or 2005 Supplemental EIRs.

Project Impacts and Mitigation Measures

(a-e) Convert farmland or conflict with zoning

Previous CEQA findings found there were no significant impacts with respect to agricultural resources. No new conditions have been identified for the project with respect to conversion of prime farmland to a non-agricultural use. No new or more severe significant impacts would result from the project than were previously analyzed.

No agricultural zoning or Williamson Act contracts presently exist on the project site nor are any agricultural operations on-going. There is no forest land within the project site.

Conclusion

The project does not propose changes that were not previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified agricultural impacts, nor result in new significant impacts.

With adherence to applicable regulatory requirements, there would be no new or substantially more severe significant impacts to agricultural resources beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Air Quality

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
a) Conflict with or obstruct implementation of the applicable air quality plan?			X
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-			X

	attainment under an applicable federal or state ambient air quality standard?			
c)	Expose sensitive receptors to substantial pollutant concentrations?			X
e)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for air quality:

- Impact 3.11/A: Dust Deposition from Construction Activity states that project construction will generate respirable particulate matter that could potentially impact nearby areas significantly. Mitigation Measure 3.11/1.0 mitigates this impact to an insignificant level but dust emissions remain a potentially significant cumulative impact.
- Impact 3.11/B: Construction Equipment/Vehicle Emissions acknowledges that operating construction equipment will generate exhaust pollutants. Since the build out of the EDSP is long-term the impact of these emissions is potentially significant. Mitigation Measures 3.11/2.0 through 3.11/4.0 do not sufficiently reduce the anticipated ozone precursor emission to within Bay Area Air Quality Management District (BAAQMD) standards so air quality impacts remain potentially significant and contribute to a potentially significant cumulative impact.
- Impact 3.11/C: Mobile Source Emissions ROG or NO_x states that as a result of vehicle trips generated by the full build out of the EDSP ROG and NO_x emissions will exceed the BAAQMD threshold causing a significant impact. Mitigation Measures 3.11/5.0 through 3.11/11.0 reduce this impact but not sufficiently to reduce it to an insignificant level.
- Impact 3.11/D: Mobile Source Emissions CO_2 notes that the EDSP will not cause any new CO_2 emission standard violations and, therefore, has an insignificant impact.
- Impact 3.11/E: Stationary Source Emissions notes that project related NO_x emissions from fuel consumption for energy demand exceeds BAAQMD's significance threshold causing a significant impact. Mitigation Measures 3.11/12.0 and 3.11/13.0 reduce this impact but not sufficiently to reduce it an insignificant level. This impact also contributes to a potentially significant cumulative impact for the area.

The 1993 GP/SPA EIR determined that future project development will have a potentially significant cumulative impact on air quality as a result of dust deposition, construction equipment emissions, mobile source emissions of ROG and NOx, and stationary source emissions. While some measures have been adopted to partially mitigate these impacts, the impacts remain potentially significant, particularly given the region's existing non-compliance

with air quality standards. The City adopted a Statement of Overriding Considerations for these four impacts, which includes the project.

In addition to Mitigation Measure 3.11/1.0 of the 1993 GP/SPA EIR, the 2005 Supplemental EIR included Supplemental Mitigation SM-AQ-1 which requires compliance with BAAQMD CEQA Guidelines for construction contractors including: to water or cover stockpiles of debris, soil, and sand; sweep daily impervious surfaces and staging areas; and installing erosion control measures to prevent silt runoff.

Future development projects resulting from the proposed land use change would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Consistent with air quality plans

The project would not conflict with the Clean Air Plan adopted by BAAQMD since the project site has been included in Dublin's planned growth as previously analyzed and is consistent with the City's General Plan, which is the basis of the Clean Air Plan.

(b) Violate air quality standards or cause cumulatively considerable air pollutants

The project is located in the Livermore-Amador Valley where, per BAAQMD, air pollution is high. High temperatures increase the potential for ozone and there is a transport of pollutants that occurs between Livermore Valley and the San Joaquin Valley to the east. Since certification of the EDSP EIRs, the thresholds with respect to air quality have been revised. The U.S. Environmental Protection Agency (EPA) lowered the national eight-hour standard for ozone from 0.075 ppm to 0.070 ppm in 2015. The California Air Resources Board also lowered the state's one-hour standard for nitrogen dioxide to 0.18 ppm and retained the national average standard of 0.030 ppm. The new thresholds do not represent "new information" as specifically defined under CEQA as the information used to develop these new thresholds was known, or could have been known, when the EDSP EIRs were prepared.

The previous CEQA findings found that proposed development would result in a significant and unavoidable emission of air pollutants exceeding the applicable BAAQMD standards. Mitigation Measures 3.11/2.0 through 3.11/4.0, 3.11/5.0 through 3.11/11.0, 3.11/12.0, and 3.11/13.0 were recommended to reduce impacts to a less than significant level but were insufficient to reduce impacts to a less than significant level.

The City adopted a Statement of Overriding Considerations for these significant and unavoidable impacts that applies to the project.

(c-d) Expose sensitive receptors to pollutant concentrations or create objectionable odors

The health risk of diesel exhaust from roadway traffic was previously analyzed. The 1999 BAAQMD CEQA Guidelines (1999 Guidelines) identified diesel engine particulate matter as a toxic air contaminant based on California Air Resources Board (CARB) findings. There were several studies published prior to 2002 that demonstrated potential health impacts to

residences living close to freeways. (See studies cited in CARB's 2005 "Air Quality and Land Use Handbook".) The 1999 Guidelines encourage lead agencies to address impacts to sensitive receptors (such as residences, schools and churches) to exposure of high levels of diesel exhaust from sources such as a high-volume freeway (1999 BAAQMD CBQA Guidelines, p. 47). The project site is adjacent to I-580 and future development would not include land uses that are considered sensitive receptors.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified air quality impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to air quality resources beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Biological Resources

ENVIRONMENTAL IMPACTS Issues		New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
4.	**BIOLOGICAL RESOURCES. Would the project:**			
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			X
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			X
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for biological resources:

- Impact 3.7/A: Direct Habitat Loss found that the implementation of the EDSP would result in substantial reduction of habitat and range, a potentially significant impact. Mitigation Measures 3.7/1.0 through 3.7/4.0 reduce this impact to an insignificant level though the project does still contribute to a potentially significant cumulative impact and does result in a significant irreversible change.
- Impact 3.7/B: Indirect Impacts of Vegetation Removal recognizes that dust generation from construction, increased erosion, sedimentation, and potential for slope failure, and alteration of drainage patterns could cause a potentially significant impact. Mitigation Measures 3.7/5.0, 3.6/ 18.0, 3.6/22.0, 3.6/23.0, and 3.11/8 reduce this impact to an insignificant level.
- Impact 3.7/C: Loss or Degradation of Botanically Sensitive Habitat recognizes that habitat could be lost directly or indirectly as a result of the implementation of the EDSP resulting in potentially significant impacts. Mitigation Measures 3.7/6.0 through 3.7/17.0 reduce this impact to a level of insignificance.
- Impacts 3.7/D and 3.7/E pertain to threatened and endangered species. Mitigation Measures 3.7/18.0 and 3.7/19.0 reduce these impacts to an insignificant level.
- Impacts 3.7/F through 3.7/I pertain to species who are federal candidates for listing as endangered or threatened. Mitigation Measures 3.7/20.0 through 3.7/22.0 reduce these impacts to an insignificant level.
- Impacts 3.7/J through 3.7/R pertain to California species of special concern. Mitigation Measures 3.7/23.0 through 3.7/28.0, 3.4/42.0, 3.7/6.0 through 3.7/17, and 3.7/21.0

reduce all impacts to less than significant.

The EDSP EIRs found a significant and unavoidable cumulative impact (Impact 3.7/A) associated with direct habitat loss. The City adopted a Statement of Overriding Considerations for this impact, which includes the project.

The 2002 Supplemental EIR and the 2005 SEIR discussed potential impacts to special-status plants and included mitigation to address these impacts. See, e.g., 2002 Mitigation Measure SM-BIO-2; 2005 Mitigation Measure SSM-BIO-1 (revising 2002 SM-BIO-4). The previously adopted mitigation would be applied to the current project.

The 2002 Supplemental EIR and the 2005 SEIR discussed potential impacts to California Red-legged frog (CRLF) and California Tiger Salamander (CTS) and included mitigation. See, e.g., 2005 Supplemental Mitigation Measure SSM-BIO-2 (revising 2002 SM-BIO-14) for CLRF. See, e.g., 2005 Supplemental Mitigation Measures SSM-BIO-3 & SSM-BIO-4 (revising 2002 SM-BIO-19) for CTS. The previously adopted mitigation would be applied to the current project.

The 2002 Supplemental EIR also included mitigation for impacts to aquatic features. See, e.g., 2002 Mitigation Measures SM-BIO-5 and SM-BIO-6.

The project would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Substantial adverse effect on candidate, sensitive, or special status species

No changes have occurred to the project site since certification of the EDSP EIRs.

The EDSP EIRs included a comprehensive assessment of habitat and wildlife resources (i.e., riparian habitat, natural community, and wetlands). They identified potential impacts related to the general effect of potential development in Eastern Dublin, including direct habitat loss, indirect habitat loss due to vegetation removal for construction and development activities, and loss or degradation of sensitive habitat (Impact 3.7 / A, B, and C). The EDSP EIRs also identified potential impacts related to wildlife species such as the San Joaquin kit fox, CRLF, CTS, and others (Impact 3.7 /D - S). Raptor electrocutions associated with proposed high-voltage power lines were addressed in depth in the 1993 Eastern Dublin Specific Plan EIR (Impact 3.7 /L), and included a number of mitigation measures (Mitigation Measures 3.7 / 26.0a-d). Mitigation measures were adopted to, among other things, prepare resource management plans, avoid development in sensitive areas, and revegetate disturbed areas (generally Mitigation Measures 3.7 / 1.0 - 28.0). All mitigation measures adopted upon approval of the Eastern Dublin EIR continue to apply to the proposed project.

Even with mitigation, the City concluded that the cumulative loss or degradation of botanically sensitive habitat was significant and unavoidable (Impact 3.7 / A). The City adopted a Statement of Overriding Considerations for this significant and unavoidable impact (Resolution No. 53-93).

The 2002 SEIR determined that species and habitats not previously considered or analyzed in the Eastern Dublin Specific Plan EIR could occur in the project area. Furthermore, designation of critical habitat for the California red-legged frog and changes in regulatory standards for this and other species since the certification of the Eastern Dublin Specific Plan EIR were thought to create new potentially significant impacts. To address these issues, the 2002 SEIR described a number of impacts and mitigation measures to supplement those in the 1993 Eastern Dublin Specific Plan EIR.

Mitigation Measure SM-B1O-1 in the 2002 SEIR required preparation of a Resource Management Plan (RMP). The purpose of the RMP was to address biological resource impacts of future development in a coordinated manner rather than on a parcel-by-parcel basis as development plans for individual parcels are prepared over time. The RMP was completed in 2004.

The mitigation measures established in the EDSP EIRs fulfill the City's obligations under CEQA with respect to biological resources. However, the City recognizes that future development activity within the project area may require one or more permits from a variety of state and federal resources agencies. Development project proponents will be responsible for obtaining all such necessary permits. Those permits may impose mitigation requirements which are different from and/ or greater than the mitigation measures established in the EDSP EIRs.

(b, c) Substantial adverse effect on any riparian habitat, natural community, or wetlands

Given the programmatic nature of the proposed project, any future development would be required to comply with the above referenced mitigation measures. Therefore, impacts would be equal or less severe than those identified in the EDSP EIRs, and no further mitigation is required.

(d) Interfere or impede the movement of migratory fish or wildlife

The existing vegetation within the project site consists of mostly grasses which are not native habitat for migratory species. There are no creeks or streams on the project site that would allow for migration of fish species. Therefore, impacts to migratory fish or wildlife would be insignificant.

(e) Conflict with local policies or ordinance include tree preservation or any adopted habitat conservation or natural community conservation plans.

The protection of heritage trees in the City of Dublin is covered by Chapter 5.6 Heritage Trees of the Dublin Municipal Code. The proposed project does not modify these requirements and they would continue to apply on future development of these parcels. As a result there would be no impact.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not

substantially increase the severity of the previously identified biological resources impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to biological resources beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Cultural Resources

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
5. CULTURAL RESOURCES. Would the project:			
a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines section 15064.5?			X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to section 15064.5?			X
c) Disturb any human remains, including those interred outside of dedicated cemeteries?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for cultural resources:

- Impact 3.9/A: Disruption or Destruction of Identified Prehistoric Resources recognized impacts associated with the disruption or destruction of identified prehistoric resources which would be reduced to an insignificant level by adherence to Mitigation Measures 3.9/1.0-4.0, which require a program of mechanical or hand subsurface testing for midden deposits, recordation of identified cultural resources on State of California site survey forms, preparing a plan testing of each resource and, if required, having the City retain the services of a qualified archeologist to develop a cultural resource protection program.
- Impact 3.9/B: Disruption or Destruction of Unidentified Pre-Historic Resources identified an impact related to the disruption or destruction of unidentified pre-historic resources. Mitigation Measures 3.9/5.0 and 6.0 would reduce this impact to an insignificant level by requiring a halt to development activities that could impact unidentified cultural resources and completion of follow-on site surveys within Eastern Dublin.

- Impact 3.9/C: Disruption or Destruction of Identified Historic Resources would be mitigated to an insignificant level by adherence to Mitigation Measures 3.9/7.0 through 3.9/12.0 that requires in-depth analysis of properties with cultural resources, encouragement of adaptive reuse of historic structures to the extent feasible, review of potential historic resources by an architectural historian and development of a preservation program for historic sites and disruption or destruction of unidentified historic resources.
- Impact 3.9/D: Disruption or Destruction of Unidentified Historic Resources would be reduced to an insignificant level by adherence to Mitigation Measures 3.9 / 5.0, 6.0, 7.0, 9.0, 10.0, and 12.0.

The project would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Historic resources

The project site is vacant and, therefore, there would be no impact to historic resources.

(b) Archaeological resources

Previous CEQA findings require adherence to Mitigation Measures 3.9/5.0 and 6.0, which would reduce this impact to an insignificant level by requiring a halt to future development activities that could impact unidentified cultural resources and completion of follow-on site surveys.

(d) Human remains

Given the programmatic nature of the proposed project, any future development would be subject to existing cultural resource mitigation measures contained in the previous EDSP EIRs as well as state and local regulations regarding potential impacts to human remains.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified cultural resources impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to cultural resources beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Energy

ENVIRONMENTAL IMPACTS Issues		New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
6.	**Energy. Would the project:**			
a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation??			X
b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X

Previous CEQA Documents

The EDSP EIRs did not specifically analyze impacts to energy as it was not a separate topic for analysis when the EDSP EIRs were completed. Utilities and service systems impacts and mitigation measures, some of which are related to the demand for energy of additional service systems, were identified and can be found in the utilities and service systems section of this document. Additional impacts and mitigations for energy from the EDSP EIRs include:

- Impact 3.4/Q: Demand for Utilities Extensions notes that the build out of the GP/EDSP will significantly increase demand for gas, electric and telephone services. To supply adequate electrical service to the project, PG&E estimates that a new distribution system will have to be constructed. Extension of utility lines are necessary if the GP/EDSP is approved and built. There is no mitigation to this impact and it remained a significant and unavoidable impact.
- Impact 3.4/S: Consumption of Non-Renewable Natural Resources noted that the provision of adequate natural gas and electrical service will require the consumption of non-renewable natural resources. This impact is considered significant and unavoidable. Mitigation Measures 3.4/45.0 and 3.4/46.0 would reduce the impact to the extent feasible.

The City adopted a Statement of Overriding Considerations for the significant and unavoidable impacts of the Eastern Dublin GPA/SP, which includes the project.

Given the programmatic nature of the proposed project, any future development would be required to comply with the above referenced mitigation measures. The project would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Consumption of energy

The EDSP EIRs identified that development of the Eastern Dublin area would result in a significant and unavoidable impact due to the consumption of non-renewable natural resources, including energy consumption. Mitigation measures are identified in the EDSP EIRs that would help mitigate this impact.

Furthermore, since preparation of the EDSP EIRs, the California Building Energy Efficiency Standards contained in 24 Cal Code Regs pt. 6 have been revised and updated and include more stringent requirements to prevent the unnecessary consumption of energy. Given the programmatic nature of the proposed project, any future development would be required to comply with these standards. In addition, Dublin Municipal Code Chapter 7.94 (Green Building) encourages sustainable construction practices in planning, design, energy and water efficiency and conservation, material conservation, resource efficiency and environmental quality.

The proposed project also requires future development projects to incorporate sustainability practices the related to transportation to reduce the demand on single occupancy vehicles, energy efficiency, and waste reduction.

(b) State or local plan for renewable energy or energy efficiency

The project does not contain any features that would conflict with or obstruct a state or local plan for renewable energy or energy efficiency and is required to comply with state and local energy regulations, as described above.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified energy impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to energy beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Geology and Soils

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
7. GEOLOGY AND SOILS. Would the project:			
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:			X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?			X
ii) Strong seismic ground shaking?			X
iii) Seismic-related ground failure, including liquefaction?			X
iv) Landslides?			X
b) Result in substantial soil erosion or the loss of topsoil?			X
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for geology and soils:

- Impact 3.6/A: Fault Ground Rupture was found to have insignificant impact since no known active or potentially active faults traverse the EDSP area and Alquist-Priolo Special Studies Zones are not located within the EDSP area.
- Impact 3.6/B: Earthquake Ground Shaking: Primary Effects identified potentially significant and unavoidable impacts from primary effects of seismic ground shaking that were insufficiently mitigated by Mitigation Measure 3.6/1.0.
- Impacts 3.6/C through 3.6/L were identified as potentially significant but mitigatable by Mitigation Measures 3.6 / 2.0 through 3.6/28.0 to a level of insignificance.

The 2005 Supplemental EIR Mitigation Measure SM-GEO-1 requires that prior to construction, design level geotechnical report(s) and corrective grading plan(s) depicting the locations and depths of landslide repairs, keyways, and subsurface drains be prepared and submitted to the City for review.

The City adopted a Statement of Overriding Considerations for the significant and unavoidable impacts of the GP/EDSP, which includes the proposed project.

The project would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Seismic hazards

As described in the EDSP EIRs, the project site is located in the Coast Range geomorphic province of California. The project site is not located within an Alquist-Priolo Earthquake Fault Zoning Map. No faults and/or their traces have been mapped at the site. The EDSP EIRs used applicable building code data which included Peak Ground Accelerations of 0.6g. The 2019 California Building Code (CBC) increased Peak Ground Acceleration, a seismic design parameter used in the previous CEQA analysis, to 0.77g.

The EDSP EIRs analyzed and found potentially significant and unavoidable impacts associated with primary effects of seismic ground shaking (Impact 3.6/B; MM 3.6/1.0); potentially significant but mitigable secondary effects of seismic ground shaking including seismically induced settlement, land sliding, and compaction (Impact 3.5/c; MM 3.6/2.0- 8.0), alterations of site landforms (Impact 3.6/D; MM 3.6/9-10), groundwater (Impacts 3.6/F and 3.6/G; MM 3.6/11-13), expansive soils (Impact 3.6/H; MM 3.6/14-16), natural slope stability (Impact 3.6/I; MM 3.6/17-19), cut-and-fill slope stability (Impact 3.6/J; MM 3.6/20-26), and erosion and sedimentation (Impacts 3.6/K and L; MM 3.6/27-28).

The EDSP EIRs analyzed and found potentially significant and unavoidable impacts associated with primary effects of seismic ground shaking. The project would over excavate potentially liquefiable soils and replace them with engineered fill.

USGS maps show areas of potential seismic induced landsliding and liquefaction within the project area. Implementation of MM 3.6/2.0- 8.0 would reduce these impacts to less than significant.(b) Erosion/topsoil loss

Construction of the project would modify the existing ground surface and alter patterns of surface runoff and infiltration and could result in a short-term increase in erosion and sedimentation caused by grading activities. The project would be required to implement Regional Water Quality Control Board (RWQCB) erosion control measures as enforced by the City in addition to any mitigation measures included in the EDSP EIRs. The City's requirement to implement site-specific erosion and other controls would reduce erosion impacts from the project site. The project would also implement erosion control measures such as soil covering vegetation and landscaping after completion of construction.

(c-d) Soil stability

Previous geotechnical investigations described in the EDSP EIRs did not identify any unstable geologic or soil units or those that would be unstable after the project site is developed.

Previous geotechnical investigations did identify expansive soils within the project site. Per the requirements in the EDSP EIRs, future development projects would require remedial grading, including over-excavation, keyways, subdrains and engineering fill per geotechnical engineer direction.

(e) Soil capability to support waste water disposal, including septic

Future development would not use a septic tank or alternative wastewater disposal systems and, therefore, there would be no impact.

(f) Unique paleontological resource or site or unique geologic feature

The EDSP EIRs analyzed and found that no potential of buried prehistoric sites with undisturbed or partially disturbed sources cultural deposits are associated with the project site.

Conclusion

The project does not propose changes beyond what was previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified geology and soil impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to geology and soil beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Greenhouse Gas Emissions

ENVIRONMENTAL IMPACTS Issues		New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
8.	**GREENHOUSE GAS EMISSIONS. Would the project:**			
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X
b)	Conflict with applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X

Previous CEQA Documents

Since certification of the EDSP EIRs, the issue of the contribution of greenhouse gases to climate change has become a more prominent issue of concern as evidenced by passage of AB 32 in 2006 and SB 32 in 2016.

Because the EDSP EIRs were previously certified, the determination of whether greenhouse gases and climate change need to be analyzed for this project is governed by the law on supplemental or subsequent EIRs (Public Resources Code section 21166 and CEQA Guidelines, Sections 15162 and 15163). Greenhouse gas and climate change is not required to be analyzed under those standards unless it constitutes "new information of substantial importance, which was not known and could not have been known at the time the previous EIRs were certified as complete" (CEQA Guidelines Sec. 15162 (a) (3)).

Greenhouse gas and climate change impacts were not analyzed in the prior EIRs; however, these impacts are not new information that was not known or could not have been known at the time these previous EIRs were certified. The issue of climate change and greenhouse gases was widely known prior to the certification of these EIRs. The United Nations Framework Convention on Climate Change was established in 1992. The regulation of greenhouse gas emissions to reduce climate change impacts was extensively debated and analyzed throughout the early 1990s. The studies and analyses of this issue resulted in the adoption of the Kyoto Protocol in 1997.

Therefore, the impact of greenhouse gases on climate change was known at the time of the certification of the EDSP EIRs. Under CEQA standards, it is not new information that requires analysis in a supplemental EIR or Negative Declaration. No supplemental environmental analysis of the project's impacts on this issue is required under CEQA.

Project Impacts and Mitigation Measures

(a, b) Generate greenhouse gas (GHG) emissions or conflict with GHG plans or regulations

As discussed above, no additional environmental analysis is required under CEQA Section 21166 and CEQA Guidelines Section 15162.

Conclusion

The impact of greenhouse gases on climate change was known at the time of the certification of the EDSP EIRs. Under CEQA standards, it is not new information that requires analysis in a supplemental EIR or Negative Declaration. No supplemental environmental analysis of the project's impacts on this issue is required under CEQA.

Hazards and Hazardous Materials

ENVIRONMENTAL IMPACTS Issues		New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
9.	**HAZARDS AND HAZARDOUS MATERIALS. Would the project:**			
a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ mile of an existing or proposed school?			X
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			X
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			X
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X

Previous CEQA Documents

The 1993 GP/SPA EIR did not include an analysis of impacts to hazards and hazardous materials. However, the 2005 Supplemental EIR identified potential hazard impacts. Supplemental Mitigation Measure SM-HAZ-1 requires project developers to survey for asbestos and lead-based paints (which do not apply as there are no structures on the project site). Supplemental Mitigation Measure SM-HAZ-2 and -3 addresses procedures for the removal of soil/groundwater contamination, if present.

Project Impacts and Mitigation Measures

(a) Transport, use or disposal of hazardous materials

No development project is proposed, only a change in allowable land uses with the intent of broadening the types of allowed uses to accommodate business such as life sciences, advanced manufacturing, technology, and startups and incubators. To the extent there are potentially hazardous materials used in construction or during commercial operations, the impacts would be less than significant due to compliance with all applicable regulatory requirements.

(b) Potential release of hazardous materials into the environment

The proposed change in land use would not create a significant hazard to the pubic or environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

(c) Emit hazardous materials within one-quarter mile of an existing or proposed school

The proposed land use change would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within on-quarter mile of an existing or proposed school since the expansion of uses would not involve the handling of hazardous materials.

(d) Listed as a hazardous materials site

The project site is vacant and has not been listed as a hazardous materials site in the EDSP EIRs and, therefore, there is no impact.

(e) Proximity to a public or private airport

The project would not result in a safety hazard or excessive noise for people working in the project area. The project site is located approximately 1.5 miles from the Livermore Airport and within its Airport Safety Zone, Airport Protection Area, and Airport Influence Area. However, the proposed expansion of uses are allowed per the Livermore Executive Airport, Airport Land Use Compatibility Plan (2012), and would not cause a significant safety hazard.

(f) Impair implementation of an emergency response plan or emergency evacuation plan

No emergency evacuation plan would be affected since no roadways would be blocked or otherwise altered.

(h) Expose people or structures to wildland fires

As further discussed in the Wildfire section below, the project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in this environmental analysis, the project would result in less than significant impacts relating to hazards and hazardous materials.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to hazards and hazardous materials beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Hydrology and Water Quality

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
10. HYDROLOGY AND WATER QUALITY. Would the project:			
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin??			X

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river through the addition of impervious surfaces, in a manner which would:			X
i) Result in substantial erosion or siltation on- or off-site?			X
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?			X
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X
iv) Impede or redirect flood flows?			X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for hydrology and water quality:

- Impact 3.5/P identified significant impacts related to the supply of water to the Eastern Dublin area. Mitigation Measures 3.5/24.0-3.5/40.0 were adopted to prevent overdraft of ground water resources by requiring or encouraging annexation and connection to DSRSD, minimize the effect of additional demand for water by encouraging water recycling and conservation and by encouraging the development of new facilities and supplies, and to ensure the development of a water distribution system by generally preventing development until such facilities are constructed by developers.
- Impact 3.5/Q noted that the EDSP would increase demand to serve development at build-out under the then-applicable General Plan and required an additional 25,000 acre-feet annually. Mitigation Measures 3.5/26.0 through 3.5/31.0 reduced the impact to an insignificant level.

- Impact 3.5/V identified an impact due to flooding as a result of water storage reservoir failure but would be mitigated to an insignificant level by Mitigation Measure 3.5/41.0.
- Impact 3.5/Y: Potential Flooding was found to be potentially significant but was reduced to an insignificant level by Mitigation Measures 3.5/44.0 through 3.5/48.0.
- Impact 3.5/Z: Reduced Groundwater Recharge was a potentially significant impact but Mitigation Measures 3.5/49.0 and 3.5/50.0 reduced the impact to an insignificant level.
- Impact 3.5/AA: Non-Point Sources of Pollution was found to be a potentially significant impact but was reduced to an insignificant level by Mitigation Measures 3.5/51.0 and 3.5/52.0.

The 2005 Supplemental EIR identified potential impacts related to "cumulative stormwater generation/capacity of local channels" and "changes in non-point source water quality regulations." Supplemental Mitigation Measures SM-SD-1 and SM-SD-2 were adopted to reduce these potential supplemental impacts to less than significant. SM-SD-1 required water quality and hydrologic design recommendations requiring implementation of bio-retention/filtration facilities with all subsequent individual development projects in the Fallon Village project area. SM-SD-2 required future individual development projects within the project area to comply with the storm water quality and hydromodification management provisions of the Alameda Countywide Clean Water Program as administered by the City of Dublin.

The project would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Violate water quality or waste discharge requirements

Any future development project will be required to be designed to treat all of its storm water runoff for water quality and hydromodification management to meet current Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit, Provision C.3 requirements as prescribed in the Municipal Regional NPDES Permit issued by the San Francisco Bay Regional Water Quality Control Board. As a result, the project would meet the current RWQCB C.3 requirements, which are more stringent than those considered in the EDSP EIRs.

(b) Substantially deplete or interfere with groundwater supplies

Future water sources would rely on surface water supplies from the Dublin San Ramon Services District (DSRSD) and not local groundwater supplies. The project is required to support Zone 7's groundwater recharge program to only pump groundwater it artificially recharges using its imported surface water or locally-stored runoff from Arroyo del Valley. Compliance with this would maintain groundwater at a no net loss for the Livermore Valley Groundwater Basin. As a result, the project would not result in a net increase in groundwater extraction from Livermore Valley Groundwater Basin.

(c) Substantially alter existing drainage patterns

Future development would not significantly change drainage patterns and proposed storm drain facilities would be required per City and State regulations to be adequately sized for project runoff. The project would incorporate and comply with the drainage system master planned improvements as they were designed and approved in the Dublin Ranch Drainage Master Plan with appropriate sizing and construction of downstream facilities such as the G3 Culvert Regional Conveyance facility constructed with the Dublin Ranch project, extended by the Fallon Village project. Future development would also be required to pay fees to the Dublin Ranch East Side Storm Drain Benefit District for construction of the downstream regional facilities. Per SM-SD-2, future development would also pay required Zone 7 Special Drainage fees (SDA-7-1) for regional storm drain facilities.

(g) Inundation by seiche, tsunami, or mudflow

The project site is not located near a major body of water that could result in a seiche. The risk of potential mudflow is considered low since no historic landslides or mudflows have been identified on the project site. There would be no impact with implementation of the project.

(h) Conflict with water quality control or groundwater management plan

Future development would be required to incorporate and comply with the drainage system master planned improvements as they were designed and approved in the Dublin Ranch Drainage Master Plan.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified hydrology and water quality impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to hydrology and water quality beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Land Use and Planning

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
11. LAND USE AND PLANNING. Would the project:			
a) Physically divide an established community?			X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X

Previous CEQA Documents

The EDSP EIRs identified the following impact for land use and planning:

- Impact 3.1/A found that there were significant and unavoidable impacts from the EDSP as a result of the loss of agricultural and open space lands. No mitigation measures were identified for those impacts.

The City adopted a Statement of Overriding Considerations for this significant and unavoidable impact, which includes the project.

Project Impacts and Mitigation Measures

(a) Physically divide an established community

The proposed General Commercial/Campus Office land use designation will expand the types of office and light industrial uses already allowed in the area. Allowed future uses would be compatible with the existing land uses and would not divide an established community.

(b) Conflict with general plan

The project site is located in the EDSP project boundary and would be consistent with environmental goals and policies contained in the City's General Plan. The proposed project includes amendments to the EDSP and the General Plan to ensure consistency between the two documents.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not

substantially increase the severity of the previously identified land use and planning impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements. There would be no new or substantially more severe significant impacts to land use and planning beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Mineral Resources

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
12. MINERAL RESOURCES. Would the project:			
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?			X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?			X

Previous CEQA Documents

The EDSP EIRs did not include an analysis of impacts to mineral resources.

Project Impacts and Mitigation Measures

(a-b) Loss of known or identified mineral resource

The City does not have any mineral extraction areas so there would be no new or substantially more severe significant impacts to mineral resources.

Conclusion

Because the City does not have any mineral extraction areas, there would be no impact, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Noise

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
13. NOISE. Would the project result in:			
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X
b) Generation of excessive groundborne vibration or groundborne noise levels?			X
c) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for noise:

- Impact 3.10/A: Exposure of Proposed Housing to Future Roadway Noise identified future vehicular traffic associated with development proposed in Eastern Dublin as potentially significant to future residents. This impact would be mitigated to an insignificant level through adherence to Mitigation Measure 3.10/1.0 that requires acoustic studies for all future residential development in the Eastern Dublin area.
- Impact 3.10/B: Exposure of Existing Residences to Future Roadway Noise would be a potentially significant impact to existing residents in the Eastern Dublin area as development occurs in accord with the Eastern Dublin General Plan Amendment and Specific Plan. This impact would be reduced through adherence to Mitigation Measure 3.10/2.0, which requires future development projects to provide noise protection to existing residential uses in Eastern Dublin; however, noise impacts to existing residents along Fallon Road would remain significant and unavoidable.
- Impact 3.10/ C: Exposure of Existing and Proposed Development to Airport Noise was considered an insignificance impact and no mitigation was required.
- Impact 3.10/D: Exposure of Proposed Residential Development to Noise from Future Military Training Activities at Parks Reserve Forces Training Area (RFTA) and the County Jail identified potentially significant noise for future residents within 6,000 feet of Parks RFTA. This impact would be reduced through adherence to Mitigation Measure 3.10/3.0 that requires acoustic studies for development near Parks RFTA and the County Jail;

however, reduction of noise from Parks RFTA may not be feasible, so this impact would be significant and unavoidable.

- Impact 3.10/E: Exposure of Existing and Proposed Residences to Construction Noise would be a potentially significant impact related to noise associated with construction of the EDSP, including but not limited to buildings, roads, and utilities. Adherence to Mitigation Measures 3.10/4.0 and 3.10/5.0 would reduce construction noise impacts to a level of insignificance through preparation and submittal of Construction Noise Management Plans and compliance with local noise standards.
- Impact 3.10/F: Noise Conflicts due to the Adjacency of Diverse Land Uses Permitted by Plan Policies Supporting Mixed-Use Development would result from close proximity of different land use types that may result in potentially significant impacts. Mitigation Measure 3.10/6.0 requires the preparation of noise management plans for all mixed-use developments within the Eastern Dublin area. This measure would reduce noise generated by mixed-use development to a level of insignificance.

The City adopted a Statement of Overriding Considerations for the significant and unavoidable impacts described above, which includes the project.

The 2002 Supplemental EIR identified potential noise impacts associated with commercial land uses. Supplemental Mitigation Measure SM-NOISE-1 requires a noise insulation plan for commercial and industrial uses. Supplemental Mitigation Measure SM-NOISE-2 restricts heavy truck traffic to designated arterial roadways and truck routes.

The 2005 Supplemental EIR identified potential noise impacts associated with aircraft flyovers and roadway noise. Supplemental Mitigation Measure SM-NOISE-1 requires written notification to occupants of residential dwellings of the potential for aircraft overflights within the Fallon Village project area. Supplemental Mitigation Measures SM-NOISE -2 through -4 address measures associated with reducing roadway noise that may affect sensitive noise receptors such as residential, schools, and parks.

The project would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Exposure to or generate noise exceeding standards

The EDSP EIRs identified the sources of major noise affecting the EDSP area to be vehicular traffic stemming from Interstate 580, aircraft flyovers from the Livermore Municipal Airport, Parks RFTA, and County Jail. The short-term noise measurement results noted that other than site grading associated with the construction of the development the roadway noise and aircraft flyovers would dominate any noise levels generated by the project.

(b) Exposure to ground borne vibration or ground borne noise

The EDSP EIRs identified a potentially significant impact for future roadway noise as well as construction noise as a result of the build out of the EDSP, which includes the project site. Implementation of mitigation measures within the EDSP EIRs reduces this impact to an insignificant level.

(c) Excessive noise level near a public or private airport

The project would not result in safety hazard or excessive noise for people working in the project area. The project site is located approximately 1.5 miles from the Livermore Airport and is located within its Airport Safety Zone, Airport Protection Area, and Airport Influence Area. However, the proposed expansion of uses are allowed per the Livermore Executive Airport, Airport Land Use Compatibility Plan (2012). Furthermore, the type of (light) aircraft and frequency of noise would not result in excessive noise level impacts to commercial uses, particularly those that are industrial in nature, nor be different from that previously analyzed.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified noise impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to noise beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Population and Housing

ENVIRONMENTAL IMPACTS Issues		New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
14.	**POPULATION AND HOUSING. Would the project:**			
a)	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X
b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?			X

Previous CEQA Documents

The EDSP EIRs did not identify any significant impacts or mitigation measures for population and housing.

Project Impacts and Mitigation Measures

(a) Population growth

Future development would not induce substantial additional population growth in the Eastern Dublin area since development on the project site has long been envisioned in the Dublin General Plan and EDSP. Furthermore, no residential development is allowed on the project site because it is located within the Livermore Airport – Airport Protection Area.

(b) Housing and resident displacement

Since the project site is vacant, no housing units or people would be displaced as a result of the project.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified population and housing impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements. There would be no new or substantially more severe significant impacts to population and housing beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Public Services

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
15. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or need for new or physical altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:			
a) Fire protection?			X
b) Police protection?			X

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
c) Schools?			X
d) Parks?			X
e) Other public facilities?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for public services:

- Impacts 3.4/A and 3.4/B are related to the provision of police services. One notes that there would be a demand for increased police services with implementation of the Eastern Dublin General Plan Amendment and Specific Plan and the other identifies an impact related to the hilly topography of the Eastern Dublin area that could present accessibility and crime-prevention issues. Adherence to Mitigation Measures 3.4/1.0 through 3.4/ 5.0 would reduce impacts to the Dublin Police Department to an insignificant level.
- Impacts 3.4/C through 3.4/E are related to the provision of fire services. The build out of the GP/EDSP would increase the demand for fire services and the outlying areas of the GP/EDSP were beyond the fire response area at the time resulting in extended fire response times. The build out of the GP/EDSP would also result in the settlement of population and construction of new communities in proximity to high fire hazard open space areas. This would pose an increasing wildfire hazard to people and property if open space areas are not maintained for fire safety. Mitigation Measures 3.4/6.0 through 3.4/13.0 reduce these impacts to an insignificant level.
- Impacts 3.4/F through 3.4/J are related to schools. The buildout of the GP/EDSP will increase the demand for new classroom space and school facilities in proportion to the number of residential units constructed, far exceeding the current available capacity of either school district at the time. Overcrowding at existing schools could occur if insufficient new classroom space is provided. Development of Eastern Dublin under existing jurisdictional boundaries would result in the area's being served by two different school districts. The division of the project site by two different school districts would adversely affect financing of schools in eastern Dublin and complicate provision of education to planning area students. The cost of providing new school facilities proposed in the General Plan Amendment and Specific Plan could adversely impact local school districts by creating an unwieldy financial burden unless some form of financing is identified. Mitigation Measures 3.4/13.0 through 3.4/19.0 reduce these impacts to an insignificant level.
- Impacts 3.4/K through 3.4/N are related to parks and public facilities. Without the addition of new parks and facilities, the increased demand for new park and recreation

facilities resulting from buildout of the GP/EDSP would create potentially significant impacts. Acquisition and improvement of new park and recreation facilities may place a financial strain on existing City revenue sources causing a potentially significant impact. Development of residential and commercial areas in eastern Dublin without adequate provision of trail easements may thwart efforts to develop a regional trail system. Urban development along project stream corridors and ridgelines would adversely impact outdoor recreational opportunities for future Dublin residents and obstruct the formation of an interconnected open space system. Mitigation Measures 3.4/20.0 through 3.4/36.0 would reduce this impact to an insignificant level.

The 2002 Supplemental EIR covered the proposed detachment of the Fallon Village project area from the Livermore Area Recreation and Parks District and annexation into the City of Dublin. This reorganization was approved by Alameda County Local Formation Agency in 2002.

The 2005 Supplemental EIR analyzed the adequacy of park acreage within the Fallon Village project area and found it to be consistent with the number, size and locations of parks within the program level Stage 1 PD and with the City of Dublin Parks and Recreation Master Plan.

The project would be required to adhere to applicable mitigation measures as set forth in the EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Fire

Future development would increase demand for fire and emergency services by increasing the amount of daytime population (i.e., employees) on the project site. Features would be incorporated into the project as part of existing City ordinances and development requirements which assist in reducing impacts. These features include installation of on-site fire protection measures such as fire sprinklers and installation of new fire hydrants that meet the minimum fire flow requirements contained in the Uniform Building Code and Uniform Fire Code.

As part of the City's Development Fee Program, future development would be required to pay an impact fee for fire facilities to serve new development in the City. This impact fee relates to funding new fire facilities in Eastern Dublin, ensuring adequate water supplies and pressure for fire suppression, and minimizing wildland fire hazards.

(b) Police

Incremental increases in the demand for police service could be expected associated with a future development project. This increase in calls for service would be off-set through adherence to City of Dublin safety requirements from Dublin Police Services.

(c) Schools

The project area is within in the boundary of the Airport Protection Area for the Livermore Municipal Airport, where residential is not an allowed use; therefore, there would be no

impacts. In addition, no new impacts to school service are anticipated since payment of mandated statutory impact fees at the time of issuance of building permits would provide mitigation of educational impacts of the project pursuant to State law.

(d, e) Parks and other public facilities

Future development would be required to comply with all prior mitigation measures and, if applicable, would pay the required Park Fee as part of the Public Facility fees.

Construction associated with future development would incrementally increase the long-term maintenance demand for roads and other public facilities. However, such additional maintenance demands would be off-set by additional City fees and property tax revenues accruing to the City and, therefore, impacts would be less-than-significant.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified public services impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to public services beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Recreation

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
16. RECREATION. Would the project:			
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for recreation:

- Impact 3.4/K indicated that increased demand for parks as a result of buildout of the GP/EDSP would represent a significant impact on the ability of the City to provide park service for future residents. It would also be a potentially significant cumulative impact for the community due to lack of sufficient city-wide park facilities that would not meet a standard of five acres of parkland per 1,000 population. Mitigation Measures 3.4/20.0-28 were included in the Eastern Dublin EIR to reduce this impact to an insignificant level.
- Impact 3.4/L identified a park facility fiscal impact on the City of Dublin. The fiscal strain of providing new park facilities would be a potentially significant impact. Mitigation Measures 3.4/ 29.0-31.0 would require that each new development in Eastern Dublin provide a fair share of parks and open space facilities. Development of a parks implementation plan was also called for. Finally, adoption of a park in-lieu fee program was required. These mitigation measures reduce this impact to an insignificant level.
- Impacts 3.4/ M and N dealt with the regional trail system and open space connections. Development of residential and commercial areas in Eastern Dublin was anticipated to have a potentially significant impact to the construction of a regional trail system. Adherence to Mitigation Measure 3.4/ 32.0 would require the establishment of a trail system with connections to planned regional and sub-regional trails, which would reduce this impact to an insignificant level.
- Impact 3.4/N notes that urban development along stream corridors and ridgelines would adversely impact outdoor recreational opportunities for future Dublin residents and potentially obstruct the formation of an interconnected open space system. Mitigation Measures 3.4 / 33.0-36.0 would reduce this impact to an insignificant level.

The project would be required to adhere to applicable mitigation measures as set forth in EDSP EIRs.

Project Impacts and Mitigation Measures

(a, b) Increase the use of existing recreation facilities causing deterioration or require new recreation facilities

The City's park and recreational facilities are composed of neighborhood facilities, community facilities, community parks and community center. The EDSP identified a total of 17 parks on 219 acres which is consistent with the City of Dublin 2015 Parks and Recreation Master Plan ratio of 5.0 acres of parkland per 1,000 residents. Sufficient park land has been constructed and it being planned, and future development associated with the proposed project is limited to commercial uses. The proposed project would not increase the use of existing neighborhood and/or regional parks such that a substantial physical deterioration of the facility would occur or be accelerated; nor would it require the construction/expansion of a recreational facility elsewhere which would have an adverse physical effect on the environment.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified recreation impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to recreation beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Transportation

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
17. TRANSPORTATION. Would the project:			
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			X
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)??			X
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X
d) Result in inadequate emergency access?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for transportation and traffic:

- Impacts 3.3/A through 3.3/E identified significant, significant cumulative, and significant and unavoidable adverse impacts related to daily traffic volumes on I-580 for Year 2010 with and without build-out of the GP/EDSP and under a Year 2010 cumulative build-out scenario. Mitigation Measures 3.3/1.0 through 3.3/5.0 reduced these impacts but not sufficiently to avoid significant cumulative impacts.

- Impacts 3.3/F through 3.3/N identified impacts to levels of service and PM peak hour traffic volumes at 18 intersections and at I-580 ramps. Mitigation Measures 3.3/6.0 through 3.3/8.0 and 3.3/10.0 through 3.3/14.0 were adopted to reduce these impacts. Impacts 3.3/I, 3.3/M and 3.3/N were unable to be reduced to an insignificant level.
- Impacts 3.3/O and 3.3/P identified significant impacts related to transit service extensions and the provision of safe street crossings for pedestrians and bicycles. Mitigation Measures 3.3/15.0-15.3 and 3.3/16.0-16.1 were adopted which reduced these impacts to a level of insignificance.

The City adopted a Statement of Overriding Considerations for the remaining significant and unavoidable cumulative impacts of Impacts 3.3/B, 3.3/E, 3.3/I, 3.3/M and 3.3/N, which apply to the project.

The 2002 Supplemental EIR identified a number of additional transportation impacts related to the project area. Supplemental mitigation measures to reduce impacts to less than significant include:

- Supplemental Mitigation Measure SM-Traffic-1 requires future project developers to contribute a pro-rata share to the widening of the I-580 eastbound off-ramp approach at Hacienda Drive to add a third eastbound left turn lane.
- Supplemental Mitigation Measure SM-Traffic-2 requires future project developers to contribute a pro-rata share to the widening of the northbound Hacienda Drive overcrossing from three lanes to four lanes including three through lanes and one auxiliary lane that leads exclusively to the 1-580 westbound loop on-ramp. The westbound loop on-ramp shall be modified as necessary to meet Caltrans' standards and design criteria. Project developers also shall contribute to widening the westbound off ramp approach to add a third westbound left-tum lane.
- Supplemental Mitigation Measure SM-Traffic-3 requires future project developers to contribute a pro-rata share to construction which converts the eastbound Santa Rita off-ramp through lane to a shared left tum/through lane. Project developers also shall contribute to a traffic signal upgrade which includes a westbound right-turn overlap from Pimlico Drive.
- Supplemental Mitigation Measure SM-Traffic-4 requires that future project developers to install a traffic signal at the Dublin Boulevard/Street D intersection at the time development occurs in this area utilizing this intersection.
- Supplemental Mitigation Measure SM-Traffic-5 requires that future project developers to install a traffic signal at the Fallon Road/Project Road intersection at the time development occurs in this area utilizing this intersection.
- Supplemental Mitigation Measure SM-Traffic-6 requires that future project developers to contribute a pro-rata share to configure the eastbound Dublin Boulevard approach to include one left-tum lane, three through lanes and two right tum lanes.

- Supplemental Mitigation Measure SM-Traffic-7 requires future project developers to construct an additional through lane on northbound Fallon Road (for a total of four through lanes), construct an additional left-tum lane on westbound Dublin Boulevard (for a total of three left-tum lanes) and construct an additional through lane on southbound Fallon Road (for a total of four through lanes). In addition, the City will monitor the intersection for peak hour volumes on a periodic basis, as described
- Supplemental Mitigation Measure SM-Traffic-8 requires future project developers to pay studies to assess the feasibility of locating the Fallon Road/Dublin Boulevard intersection farther north to allow for a signalized Project intersection between the I-580 westbound ramps/Fallon Road intersection and the Fallon Road/Dublin Boulevard intersection (the "auxiliary intersection").
- Supplemental Mitigation Measure SM-Traffic-9 requires future project developers to be responsible for widening Fallon Road between 1-580 and Dublin Road to its ultimate eight lanes and shall be responsible for widening Fallon Road between Dublin Boulevard and Central Parkway to its ultimate six lane width
- Supplemental Mitigation Measure SM-Traffic-10 requires future project developers to be responsible for widening Central Parkway between Tassajara Road and Fallon Road from two lanes to four lanes.

The 2005 Supplemental EIR identified a number of additional transportation impacts related to the project area. Supplemental mitigation measures to reduce impacts to less than significant include:

- Supplemental Mitigation Measure SM-TRA-1 requires future project developers to make a project contribution to Dublin/Dougherty intersection.
- Supplemental Mitigation Measure SM-TRA-2 requires future project developers to contribute a pro-rata share to the widening of the northbound Hacienda Drive overcrossing from 3 lanes to 4 lanes including three through lanes and one auxiliary lane that leads exclusively to the 1-580 westbound loop on-ramp.
- Supplemental Mitigation Measure SM-TRA-3 requires future project developers to contribute a pro-rata share to construction which converts the eastbound Santa Rita off-ramp through lane to a shared left tum/through lane.
- Supplemental Mitigation Measure SM-TRA-4 requires future project developers to install a traffic signal at the Dublin Boulevard/Street D intersection at the time development occurs in this area utilizing this intersection.
- Supplemental Mitigation Measure SM-TRA-5 requires future project developers to install a traffic signal at the Fallon Road/Project Road intersection at the time development occurs in this area utilizing this intersection.

- Supplemental Mitigation Measure SM-TRA-6 requires future project developers to contribute a pro-rata share to configure the eastbound Dublin Boulevard approach to include 1 left-tum lane, three through lanes and two right tum lanes.
- Supplemental Mitigation Measure SM-TRA-7 requires future project developers to construct an additional through lane on northbound Fallon Road (for a total of four through lanes), construct an additional left-tum lane on westbound Dublin Boulevard (for a total of three left-tum lanes) and construct an additional through lane on southbound Fallon Road (for a total of four through lanes).
- Supplemental Mitigation Measure SM-TRA-8 requires future project developers to pay studies to assess the feasibility of locating the Fallon Road/Dublin Boulevard intersection farther north to allow for a signalized Project intersection between the I-580 westbound ramps/Fallon Road intersection and the Fallon Road/Dublin Boulevard intersection (the "auxiliary intersection").
- Supplemental Mitigation Measure SM-TRA-9 requires future project developers to responsible for widening Fallon Road between 1-580 and Dublin Road to its ultimate eight lanes and shall be responsible for widening Fallon Road between Dublin Boulevard and Central Parkway to its ultimate six lane width.
- Supplemental Mitigation Measure SM-TRA-10 requires future project developers to responsible for widening Central Parkway between Tassajara Road and Fallon Road from two lanes to four lanes.

The project would be required to adhere to applicable mitigation measures as set forth in EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Conflict with applicable transportation circulations plans/standards

As described in Appendix A: Traffic Generation Evaluation Memorandum (Kimley-Horn, June 22, 2021), a trip generation evaluation was prepared to determine if the change in land uses would potentially result in a transportation impact. Vehicle trips generated under the General Commercial land uses were compared to the uses allowed under the hybrid General Commercial/Campus Office land use designation.

According to the City's General Plan, the General Commercial land use designation allows commercial land uses at a maximum floor area ratio (FAR) of 0.20 to 0.60, compared to 0.20 to 0.80 for General Commercia/Campus Office. For the purposes of this evaluation, it was assumed that the development for the General Commercial/Campus Office land use designation would be constructed at a density of 0.28 FAR, and the General Commercial land use designation would be constructed at a density of 0.25 FAR.

Consistent with the City's strategy to broaden the types of allowed uses to accommodate business such as life sciences, advanced manufacturing, technology, and startups and

incubators, a General Light Industrial land use category was selected from trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition* (2017). This was compared to the General Office Building and Shopping Center land use categories, both of which are currently allowed per the City's General Plan General Commercial land use designation. Due to the lower trip rate for the new allowed uses, any combination of the new allowed uses and previously allowed uses is expected to generate fewer peak hour trips than the previously allowed uses.

Trip Generation for General Commercial at 0.25 FAR

The daily, AM peak hour, and PM peak hour trip generation for each allowed land use for General Commercial at a 0.25 FAR is shown in Table 2: Estimated Trip Generation for General Commercial at 0.25 FAR.

Table 2: Estimated Trip Generation for General Commercial at 0.25 FAR

ITE Land Use Code	Land Use	Size	Units	Daily Trips	AM Peak			PM Peak		
					Total	In	Out	Total	In	Out
710	General Office Building	798.78	KSF	7,782	**927**	**797**	130	919	147	772
820	Shopping Center	798.78	KSF	**30,156**	751	466	**285**	**3,043**	**1,461**	**1,582**

The highest trip number is shown in **bold** and shaded.

As shown in Table 2: Estimated Trip Generation for General Commercial at 0.25 FAR, the higher of the two uses for each period would result in 30,156 daily trips, 927 AM peak hour trips, and 3,043 PM peak hour trips.

Trip Generation for General Commercial/Campus Office at 0.28 FAR

The daily, AM peak hour, and PM peak hour trip generation for the likely mix of land uses for General Commercial/Campus Office at a 0.28 FAR is shown in Table 3: Estimated Trip Generation for General Commercial/Campus Office at 0.28 FAR. This assumes 50 percent of the building area would be general light industrial, 25 percent would be general office building, and 25 percent would be shopping center.

Table 3: Estimated Trip Generation for General Commercial/Campus Office at 0.28 FAR

ITE Land Use Code	Land Use	Size	Units	Daily Trips	AM Peak			PM Peak		
					Total	In	Out	Total	In	Out
110	General Light Industrial	447.32	KSF	2,220	313	275	38	282	37	245
710	General Office Building	223.66	KSF	2,180	259	223	36	257	41	216
820	Shopping Center	223.66	KSF	8,444	210	130	80	852	409	443
			Total	**12,844**	**782**	**628**	**154**	**1,391**	**487**	**904**

As shown in Table 3: Estimated Trip Generation for General Commercial/Campus Office at 0.28 FAR, likely mix of uses would generate 12,844 daily trips, 782 AM peak hour trips, and 1,391 PM peak hour trips.

Trip Generation Comparison

The daily, AM peak hour, and PM peak hour trip generation was compared between the higher trips for the potential uses for General Commercial at a 0.25 FAR versus the likely mix of uses for the General Commercial/Campus Office at a 0.28 FAR. This comparison is shown in Table 4: Estimated Trip Generation Comparison.

Table 4: Estimated Trip Generation Comparison

Scenario	Daily Trips	AM Peak			PM Peak		
		Total	In	Out	Total	In	Out
General Commercial	30,156	927	3,043	797	285	1,461	1,582
General Commercial/Campus Office	12,844	782	1,391	628	154	487	904
Difference	**-17,312**	**-145**	**-1,652**	**-169**	**-131**	**-974**	**-678**

As shown in Table 4: Estimated Trip Generation Comparison, the new General Commercial/Campus Office use would not exceed the existing General Commercial use for the daily, AM peak hour, or PM peak hour trips and, therefore, the proposed General Plan amendment would not result in any significant transportation impacts and no further environmental review is required. However, it should be noted that future proposed development may need further traffic analysis to determine that there will be no new significant transportation impacts due to the change in traffic levels since the certification of the previous EDSP EIRs.

(b) Conflict with CEQA Guidelines Section 15064.3

Since certification of the EDSP EIRs, the issue of vehicle miles traveled (VMT) has become a more prominent issue of concern as evidenced by passage of SB 743 in 2013. Previously, CEQA analysis was conducted using a level of service (LOS) measurement that evaluated traffic delay. As specified under SB 743, and implemented under Section 15064.3 of the State CEQA Guidelines (effective December 28, 2018), VMT is the required metric to be used for identifying CEQA impacts and mitigation. In December 2018, OPR published a Technical Advisory on Evaluating Transportation Impacts, including guidance for VMT analysis. The Office of Administrative Law approved the updated CEQA Guidelines and lead agencies were given until July 1, 2020, to implement the updated guidelines for VMT analysis.

Because EDSP EIRs have been certified, the determination of whether VMT needs to be analyzed for this project is governed by the law on supplemental or subsequent EIRs (Public Resources Code section 21166 and CEQA Guidelines, Sections 15162 and 15163). VMT is not required to be analyzed under those standards unless it constitutes "new information of substantial importance, which was not known and could not have been known at the time the previous EIRs were certified as complete" (CEQA Guidelines Sec. 15162 (a) (3)).

VMT impacts were not analyzed in the prior EIRs; however, these impacts are not new information that was not known or could not have been known at the time these previous EIRs were certified. The issue of VMT as a metric for analyzing traffic was widely known prior to the certification of these EIRs.

Therefore, the impact of VMT was known at the time of the certification of the EDSP EIRs. Under CEQA standards, it is not new information that requires analysis in a supplemental EIR or Negative Declaration. No supplemental environmental analysis of the project's impacts on this issue is required under CEQA.

(c) Substantially increase hazards due to a design feature

Future development of the project site would add sidewalks and other vehicular and pedestrian travel ways where none currently exist and would be required to comply with current City engineering design standards and other safety standards to ensure that no safety hazards would be created or exacerbated.

(d) Result in inadequate emergency access

Future development of the project site would be required to go through Stage 2 Planned Development application, which would ensure that all roadways would be designed consistent with City roadway design standards.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified transportation impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to transportation beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Tribal Cultural Resources

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
18. TRIBAL CULTURAL RESOURCES. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:			
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or			X
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.			X

Previous CEQA Documents

The EDSP EIRs did not specifically analyze impacts to tribal cultural resources as it was not a separate topic for analysis when the EIRs were completed. Cultural resource impacts and mitigation measures, some of which could pertain to tribal resources, were identified and can be found in the Cultural Resources section of this document.

Project Impacts and Mitigation Measures

(a) Listed or eligible for listing in the California Register of Historical Resources

The project site is vacant and, therefore, there would be no impact to historic resources.

(b) Significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1

The project is subject to existing cultural resource mitigation measures, as described above in Cultural Resources section. In addition, per Senate Bill 18 the City of Dublin sent letters to eight California Native American Tribes regarding the proposed project. No requests for consultation were received.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based

on this environmental analysis, the project would not result in new significant impacts to tribal cultural resources.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements. There would be no new or substantially more severe significant impacts to tribal cultural resources beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Utilities and Service Systems

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
19. UTILITIES AND SERVICE SYSTEMS. Would the project:			
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			X
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project projected demand in addition to the provider's existing commitments?			X
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X
e) Comply with federal, state, and local statutes and regulations related to solid waste?			X

Previous CEQA Documents

The EDSP EIRs identified the following impacts and mitigation measures for utilities and service systems:

- Impact 3.5/B identified the lack of a collection system as a significant impact. Mitigation Measures 3.5/1.0-3.5/5.0, generally preventing development until such facilities are

constructed by developers, were adopted to mitigate this impact to an insignificant level.

- Impact 3.5/C noted potential growth-inducing impacts of pipeline construction. These impacts were mitigated by Mitigation Measure 3.5/6.0, preventing the construction of facilities greater than those required for the GPA/EDSP, to an insignificant level.
- Impacts 3.5/D, 3.5/E and 3.5/G identified current and future inadequate treatment plant capacity in DSRSD's treatment plan and inadequate disposal capacity as significant impacts. All were mitigated to an insignificant level by Mitigation Measures 3.5/7.0 through 3.5/9.0 and 3.5/11.0 through 3.5/14.
- Impacts 3.5/F and 3.5/H relate to the increased energy usage as a result of Impacts 3.5/D, E, and G. Both were mitigated by Mitigation Measures 3.5/10.0, 3.5/15.0 and 3.5/16.0 but remained significant and unavoidable impacts.
- Impact 3.5/I noted that a failure of the export disposal system could have a potentially significant impact but Mitigation Measure 3.5/17.0 reduce this impact to an insignificant level.
- Impact 3.5/L noted that the proposed recycled water system must be constructed and operated properly in order to prevent any potential contamination of or cross-connection with potable water supply systems. Mitigation Measure 3.5/20.0 reduced this impact to an insignificant level.
- Impact 3.5/P identified significant impacts related to the supply of water to the Eastern Dublin area. Mitigation Measures 3.5/24.0-3.5/40.0 were adopted to prevent overdraft of ground water resources by requiring or encouraging annexation and connection to DSRSD, minimize the effect of additional demand for water by encouraging water recycling and conservation and by encouraging the development of new facilities and supplies, and to ensure the development of a water distribution system by generally preventing development until such facilities are constructed by developers.
- Impact 3.5/Q noted that buildout of the GP/EDSP will increase water demand. Mitigation Measures 3.5/26.0 through 3.5/31.0 reduced this impact to an insignificant level.
- Impact 3.5/R noted that there would be a significant impact since the increase in water demands through development of the GP/EDSP will require an expansion of existing water treatment facilities in order to deliver safe and potable water. Mitigation Measures 3.5/32.0 and 33.0 reduced this impact to an insignificant level.
- Impact 3.5/S noted that at the time there was no water service in the area, with the exception of a Zone 7 water supply connection to Alameda County for the old Santa Rita Jail. With the development of the GP/EDSP, a water distribution system and storage system would be required. If a water distribution system was not constructed, this would be a significant impact. Mitigation Measures 3.5/34.0 through 3.5/38.0 reduced this impact to an insignificant level.
- Impact 3.5/U accounted for the increased energy requirement as a result of increased water demands requiring a water distribution system. Mitigation Measure 3.5/40.0

mitigated this impact but was insufficient to reduce the impact to a less than potentially significant level.

- Impact 3.5/Z: Reduced Groundwater Recharge was a potentially significant impact but Mitigation Measures 3.5/49.0 and 3.5/50.0 reduced the impact to an insignificant level.

The 2005 Supplemental EIR analyzed supplemental impacts of wastewater collection and disposal capacity as changed conditions since the 2002 Supplemental EIR. There were found to be no supplemental impacts to wastewater collection based on the latest 2005 Wastewater Collection System Master Plan Update by the Dublin San Ramon Services District (DSRSD) using the latest sewer generation rates and long-term wastewater planning. Wastewater disposal capacity was found to be adequate based on completion of a 2005 Livermore-Amador Valley Water Management Agency export pipeline expansion project and no supplemental impacts were found with regard to wastewater disposal.

The City of Dublin adopted a Statement of Overriding Considerations for Impacts 3.3/F and H, which includes the project.

Given the programmatic nature of the proposed project, any future development would be required to adhere to applicable mitigation measures as set forth in Eastern Dublin General Plan Amendment and Specific Plan EIR.

Project Impacts and Mitigation Measures

(a, c) Wastewater treatment requirements and facilities

DSRSD is the water and sewer provider for the project site. DSRSD has master planned the wastewater collection system, treatment capacity and disposal capacity in accordance with the General Plan and EDSP demand levels as documented in the latest 2017 Wastewater Collection System and Treatment Facilities Master Plans.

The project area is included within the build out of the GP/EDSP and the proposed project does not increase the demand for water and sewer; therefore, its demand has already been accounted for. Connection fees are based on these master plans and also account for the proposed level of development on the project site. Previous potential impacts due to growth inducing system expansion no longer apply as the project is located within the DSRSD's service area and would not require expansion of the system. Therefore, no supplemental impacts have been identified.

(b) Sufficient water supplies

DSRSD has master planned their water supply capacity, water distribution system, reservoirs and pumping in the project area in accordance with the General Plan and EDSP demand levels as documented in the current Urban Water Management Plan (2016). Connection fees are based on these master plans and account for the proposed level of development on the project site. Therefore, no supplemental impacts have been identified.

Per SB 221, future development projects would be required to obtain written verification from DSRSD that sufficient water supply is available. This may include the use of recycled water as a way of water conservation. Previous potential impacts due to growth inducing system expansion no longer apply as the project site is located within DSRSD's service area.

(d, e) Solid waste disposal and regulatory compliance

Approval of future development projects would incrementally increase the generation of solid waste. Over the long term, the amount of solid waste reaching the landfill would decrease as a result of statewide regulations mandating increased recycling and organics diversion. In addition, future development projects would be required to comply with the Dublin Municipal Code regarding solid waste which includes DMC Chapter 5.32 - Solid Waste Management; 7.30 - Waste Management Plan; and Chapter 7.98 - Solid Waste and Recycling Enclosure Standards.

In addition, future development projects would be required to incorporate transportation sustainability practices to reduce the demand on single occupancy vehicles, energy efficiency, and waste reduction.

The EDSP EIRs found that there would be adequate capacity within the local landfill to accommodate increases in the amount of solid waste.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified utilities and service system impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements and mitigation measures identified in the EDSP EIRs, as applicable. There would be no new or substantially more severe significant impacts to utilities and service systems beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Wildfires

ENVIRONMENTAL IMPACTS Issues		New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
20.	**Wildfires. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:**			
a)	Substantially impair an adopted emergency response plan or emergency evacuation plan??			X
b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			X
c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment			X
d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			X

Previous CEQA Documents

The EDSP EIRs did not specifically analyze impacts of wildfires as it was not a separate topic for analysis when the EDSP EIRs were completed. Public services impacts and mitigation measures, some of which related to the provision of fire services pertain to wildfires, were identified and are discussed in the Public Services section.

The project would be required to adhere to applicable mitigation measures as set forth in EDSP EIRs.

Project Impacts and Mitigation Measures

(a) Impair emergency response plan

Given the programmatic nature of the proposed project, any future development projects would be required to comply with the City's Wildfire Management Plan and Chapter 7.32 of the Dublin Municipal Code to ensure that emergency access and response plans are not impaired. Future development would also be required to comply with Site Development Review Permit application requirements to ensure there is adequate fire protection and emergency response access.

(b) Pollutants or uncontrolled spread

Future development would be required to comply with Site Development Review Permit application requirements which would minimize the risk that any pollutant concentrations or wildfire risk as a result of slope, prevailing winds, or other factors that exacerbate wildfire risks could occur beyond what was analyzed in the EDSP EIRs.

(c) Infrastructure

Future development would be required to comply with Site Development Review Permit application requirements which would ensure that all infrastructure is constructed according to the latest City and State fire code requirements.

(d) Slope instability resulting in post-fire slope instability

As discussed in the Hydrology and Water Quality section, the project includes an erosion control plan that implements slope erosion control measures during and post-construction and does not change historic drainage patterns outside of the project site. The project would not result in changes to drainage or slopes beyond what was previously analyzed in the EDSP EIRs.

Conclusion

The project does not propose substantial changes to the land uses for the project site than were previously analyzed in the EDSP EIRs that would require major changes to the EIRs. Based on the information in EDSP EIRs and this environmental analysis, the project would not substantially increase the severity of the previously identified wildfire impacts, nor result in new significant impacts.

Given the programmatic nature of the proposed project, any future development would be required to comply with applicable regulatory requirements. There would be no new or substantially more severe significant impacts from wildfires beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

Mandatory Findings of Significance

ENVIRONMENTAL IMPACTS Issues		New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
21	**MANDATORY FINDINGS OF SIGNIFICANCE. Does the project:**			
a)	Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate			X

ENVIRONMENTAL IMPACTS Issues	New Significant Impact	Substantial Increase in the Severity of an Impact Identified in the EDSP EIRs	Equal or Less Severe Impact than Identified in the EDSP EIRs
important examples of the major periods of California history or prehistory?			
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects.)			X
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

No New Impact. As discussed and analyzed in this document, the proposed project would not degrade the quality of the environment. Additionally, for the reasons discussed in the Biological Resources section, the proposed project, with mitigation, would not substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. Further, for the reasons identified in the Cultural Resources section, the project site does not contain any significant cultural resources, and no impacts to such resources would occur. Therefore, implementation of the proposed project would not result in any new impacts or increase the severity of a previously identified significant impact as previously analyzed, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required for this impact area.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

No New Impact. The proposed project has the potential to result in incremental environmental impacts that are part of a series of approvals that were anticipated under the EDSP EIRs. The

EDSP EIRs considered the project's cumulatively considerable impacts where effects had the potential to degrade the quality of the environment as a result of build-out of the EEDSP. Implementation of the proposed project, with mitigation, would not result in any new cumulative impacts or increase the severity of a previously identified significant cumulative impact as previously analyzed, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required for this impact area.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

No New Impact. The proposed project would not create adverse environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly. The proposed project would allow for a broader variety of land uses, including industrial uses such as life sciences, advanced manufacturing, technology, and startups and incubators. None of these uses or activities would result in any substantial adverse effects on human beings, either directly or indirectly, as discussed throughout this document. Therefore, implementation of the proposed project would not result in any new impacts or increase the severity of a previously identified significant impact as previously analyzed, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required for this impact area.

Kimley»Horn

MEMORANDUM

August 26, 2021

TO: Amy E. Million, Principal Planner, City of Dublin
Pratyush Bhatia, Transportation and Operations Manager, City of Dublin

FROM: Bill Wiseman and Ben Huie, Kimley-Horn & Associates, Inc.

RE: Trip Generation Evaluation for the Fallon-East GPA/SPA – CEQA Analysis

Kimley-Horn is preparing the California Environmental Quality Act (CEQA) analysis for a City-initiated General Plan Amendment (GPA) and Eastern Dublin Specific Plan Amendment (SPA) for 72.1 acres on the GH PacVest property and 1.25 acres on the Alameda property in eastern Dublin, CA. This study evaluates the potential transportation impacts associated with changing the existing General Plan land use designation for the project sites from General Commercial to General Commercial/Campus Office to create additional flexibility allowed by the Campus Office designation. This hybrid land use designation allows for a wide variety of minimum-impact, light industrial uses as well as commercial uses which are compatible with the overall character and economic health of the industrial area.

The purpose of this memorandum is to determine if the change in land use designation would result in additional vehicles trips generated and, consequently, a potential transportation impact.

Project Description

The proposed GPA and SPA would occur on 72.1 acres on the GH PacVest property and 1.25 acres on the Alameda property in Eastern Dublin, CA. Both sites are located within the Eastern Dublin Specific Plan (EDSP) area. Prior CEQA analysis includes: 1) the Eastern Dublin General Plan and Specific Plan EIR (1993); 2) the East Dublin Properties Stage I Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs".

This project tiers off of these previous EDSP EIRs which, at that time, significant impacts related to transportation were based on level of service (LOS) and not vehicle miles traveled (VMT). Therefore, this transportation evaluation focuses on vehicle trips generated, and not VMT.

According to the City's General Plan, the General Commercial land use designation allows commercial land uses at a maximum floor-area ratio (FAR) of 0.20 to 0.60. The General Commercia/Campus Office land use designation allows commercial land uses at a maximum floor-area ratio (FAR) of 0.20 to 0.80. Therefore, the only difference between the two land use designations is the increase in the upper limit of FAR from 0.60 to 0.80. However, for the purposes of this evaluation, it was assumed that the development for the General Commercial/Campus Office land use designation would be constructed at a density of 0.28 FAR, and the General Commercial land use designation would be constructed at a density of 0.25 FAR.

Trip Generation Evaluation

To determine if the change in land uses would potentially result in a transportation impact, the vehicle trips generated under the General Commercial land uses were compared to the uses allowed under the General Commercial/Campus Office land use.

Consistent with the City's strategy to broaden the types of allowed uses to accommodate business such as life sciences, advanced manufacturing, technology, and startups and incubators, a General Light Industrial land use category was selected from trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition* (2017). This was compared to the General Office Building and Shopping Center land use categories, both of which are currently allowed in the City's General Plan General Commercial land use designation.

To estimate the land use sizes, it was assumed that the sum of the two parcels (i.e., 73.35 acres) would be developed at a density of 0.25 FAR, resulting in a building area of 798.78 thousand square feet (KSF) for General Commercial or at a density of 0.28 FAR, resulting in a building area of 894.64 KSF for General Commercial/Campus Office.

Trip Generation for General Commercial at 0.25 FAR

The daily, AM peak hour, and PM peak hour trip generation for each allowed land use for General Commercial at a 0.25 FAR is shown in Table 1: Estimated Trip Generation for General Commercial at 0.25 FAR.

Table 1: Estimated Trip Generation for General Commercial at 0.25 FAR

ITE Land Use Code	Land Use	Size	Units	Daily Trips	AM Peak			PM Peak		
					Total	In	Out	Total	In	Out
710	General Office Building	798.78	KSF	7,782	**927**	**797**	130	919	147	772
820	Shopping Center	798.78	KSF	**30,156**	751	466	**285**	**3,043**	**1,461**	**1,582**

The highest trip number is shown in **bold** and shaded.

As shown in Table 1: Estimated Trip Generation for General Commercial at 0.25 FAR, the higher of the two uses for each period would result in 30,156 daily trips, 927 AM peak hour trips, and 3,043 PM peak hour trips.

Trip Generation for General Commercial/Campus Office at 0.28 FAR

The daily, AM peak hour, and PM peak hour trip generation for the likely mix of land uses for General Commercial/Campus Office at a 0.28 FAR is shown in Table 2: Estimated Trip Generation for General Commercial/Campus Office at 0.28 FAR. This assumes 50 percent of the building area would be general light industrial, 25 percent would be general office building, and 25 percent would be shopping center.

Table 2: Estimated Trip Generation for General Commercial/Campus Office at 0.28 FAR

ITE Land Use Code	Land Use	Size	Units	Daily Trips	AM Peak			PM Peak		
					Total	In	Out	Total	In	Out
110	General Light Industrial	447.32	KSF	2,220	313	275	38	282	37	245
710	General Office Building	223.66	KSF	2,180	259	223	36	257	41	216
820	Shopping Center	223.66	KSF	8,444	210	130	80	852	409	443
			Total	**12,844**	**782**	**628**	**154**	**1,391**	**487**	**904**

As shown in Table 2: Estimated Trip Generation for General Commercial/Campus Office at 0.28 FAR, likely mix of uses would generate 12,844 daily trips, 782 AM peak hour trips, and 1,391 PM peak hour trips.

Trip Generation Comparison

The daily, AM peak hour, and PM peak hour trip generation was compared between the higher trips for the potential uses for General Commercial at a 0.25 FAR versus the likely mix of uses for the General Commercial/Campus Office at a 0.28 FAR. This comparison is shown in Table 3: Estimated Trip Generation Comparison.

Table 3: Estimated Trip Generation Comparison

Scenario	Daily Trips		AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
General Commercial	30,156		927	3,043	797	285	1,461	1,582
General Commercial/Campus Office	12,844		782	1,391	628	154	487	904
Difference	**-17,312**		**-145**	**-1,652**	**-169**	**-131**	**-974**	**-678**

As shown in Table 3: Estimated Trip Generation Comparison, the new General Commercial/Campus Office use would not exceed the existing General Commercial use for the daily, AM peak hour, or PM peak hour trips and, therefore, the proposed General Plan amendment would not result in any significant transportation impacts.

Conclusion

The proposed GPA and SPA of parcels from General Commercial to General Commercial/Campus Office would not result in any new or substantially more severe significant impacts to transportation beyond what has been analyzed in the previous EDSP EIRs, and no other CEQA standards for supplemental review are met. Therefore, no further environmental review is required.

RESOLUTION NO. 21 – 12

A RESOLUTION OF THE PLANING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING THAT THE CITY COUNCIL POSTPONE TAKING ACTION ON THE GENERAL PLAN AND EASTERN DUBLIN SPECIFIC PLAN AMENDMENT FOR 72.1 ACRES OF THE GH PACVEST PROPERTY AND THE 1.25-ACRE ALAMEDA PROPERTY; APN: 985-0027-002-00 AND 985-0027-003-00 (PLPA-2021-00009)

WHEREAS, the City Council identified in their Two-Year Strategic Plan the objectives of establishing an economic development zone to prioritize commercial and industrial development east of Fallon Road, and working with area property owners in conjunction with the Dublin Boulevard extension project on issues such as road and project mitigation, entitlements, as well as supporting infrastructure; and

WHEREAS, on September 15, 2020, the City Council received an initial report on the Fallon East Property Planning and Development Framework supporting the City Council's Two-Year Strategic Plan objectives. The City Council was supportive of the Staff recommendation to create a hybrid land use designation to provide flexibility desired by the existing landowners while also supporting the City's goal of these properties developing with economic and job-rich uses such as Life Science, Advanced Manufacturing, Clean/Green Technology, Automation and Robotics, Technology Startups, and Incubators; and

WHEREAS, on March 16, 2021, the City Council approved the initiation of a General Plan Amendment Study to evaluate changing the land use designation from General Commercial to General Commercial/Campus Office for 72.1 acres of the GH PacVest property and the 1.25-acre Alameda property ("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, prior CEQA analysis for the Project area includes: 1) the Eastern Dublin General Plan Amendment and Specific Plan EIR (1993); 2) the East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002); and 3) the Fallon Village Supplemental EIR (2005). Collectively, these three environmental review documents are referred to as the "EDSP EIRs;" and

WHEREAS, pursuant to the requirements of CEQA Guidelines Section 15164 and 15162, the City prepared an Addendum for the Project (the "Addendum") shown as **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the Addendum reflects the City's independent judgment and analysis of the potential environmental impacts of the Project, and concludes that the Project would not result in any new significant impacts or substantially increase the severity of any significant impacts identified in the EDSP EIRs and no other CEQA standards for supplemental review are met; and

WHEREAS, consistent with Section 65352.3 of the California Government Code, the City

obtained a contact list of local Native American tribes from the Native American Heritage Commission and notified the tribes on the contact list of the opportunity to consult with the City on the proposed General Plan Amendment. None of the contacted tribes requested a consultation within the 90-day statutory consultation period and no further action is required; and

WHEREAS, a Staff Report was submitted, and incorporated herein by reference, described and analyzed the Project for the Planning Commission; and

WHEREAS, on December 14, 2021, the Planning Commission held a properly noticed public hearing on the Project, at which time all interested parties had the opportunity to be heard; and

WHEREAS, representatives of the property owner, GH PacVest, requested postponement of the General Plan and Specific Plan Amendment to provide time to incorporate land use changes necessary for a future development on their property and for the City to prepare further CEQA analysis to support those changes; and

WHEREAS, the Planning Commission considered the Addendum, the EDSP EIRs, all above-referenced reports, recommendations, and testimony to evaluate the Project, and the Planning Commission did further hear and consider all said reports, recommendations, and testimony hereinabove as set forth before taking any action; and

WHEREAS, the Planning Commission discussed the necessity of bringing forth the General Plan and Specific Plan Amendment at this time given GH PacVest's testimony.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this resolution.

BE IT FURTHER RESOLVED that the Planning Commission recommends that the City Council postpone approving the General Plan and Eastern Dublin Specific Plan Amendment to change the land use designation from General Commercial to General Commercial/Campus Office for 72.1 acres of the GH PacVest property and the 1.25-acre Alameda property to provide time to incorporate land use changes necessary for a future development on their property and for the City to prepare further CEQA analysis to support those changes.

PASSED, APPROVED AND ADOPTED this 14th day of December 2021, by the following vote:

AYES: Dawn Benson, Catheryn Grier, Janine Thalblum, Renata Tyler, Stephen Wright

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Catheryn Grier
3EAC72E0ACF74BD...
Planning Commission Chair

ATTEST: DocuSigned by:
Kristie Wheeler
9EDB9DB87254493...
Assistant Community Development Director

DUBLIN
CALIFORNIA

Item 6.1
Fallon East
General Plan and Eastern Dublin Specific Plan Amendment

City Council
February 15, 2022

Project Location



DUBLIN

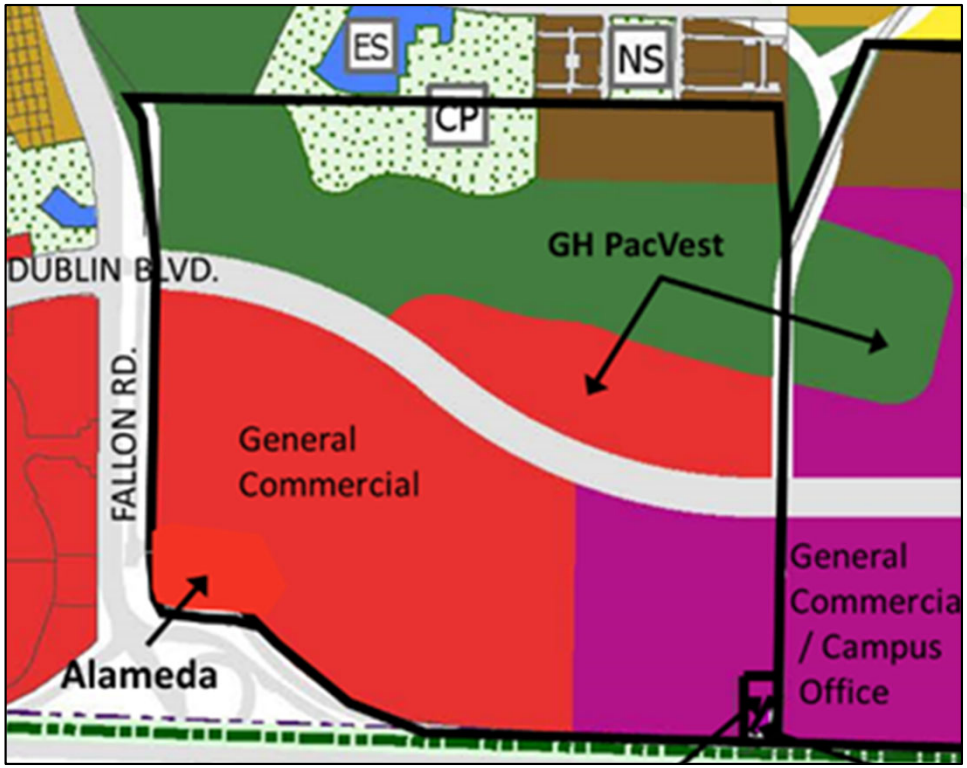
Background

- City Council's Two-Year Strategic Plan
  - Establishing an Economic Development Zone to prioritize commercial and industrial development east of Fallon Road
- City Council Meetings on Sept 15 & Oct. 20
- Economic and job-rich developments
  - Life Science, Advanced Manufacturing, Clean/Green Technology, Automation and Robotics, R&D, Technology Startups and Incubators

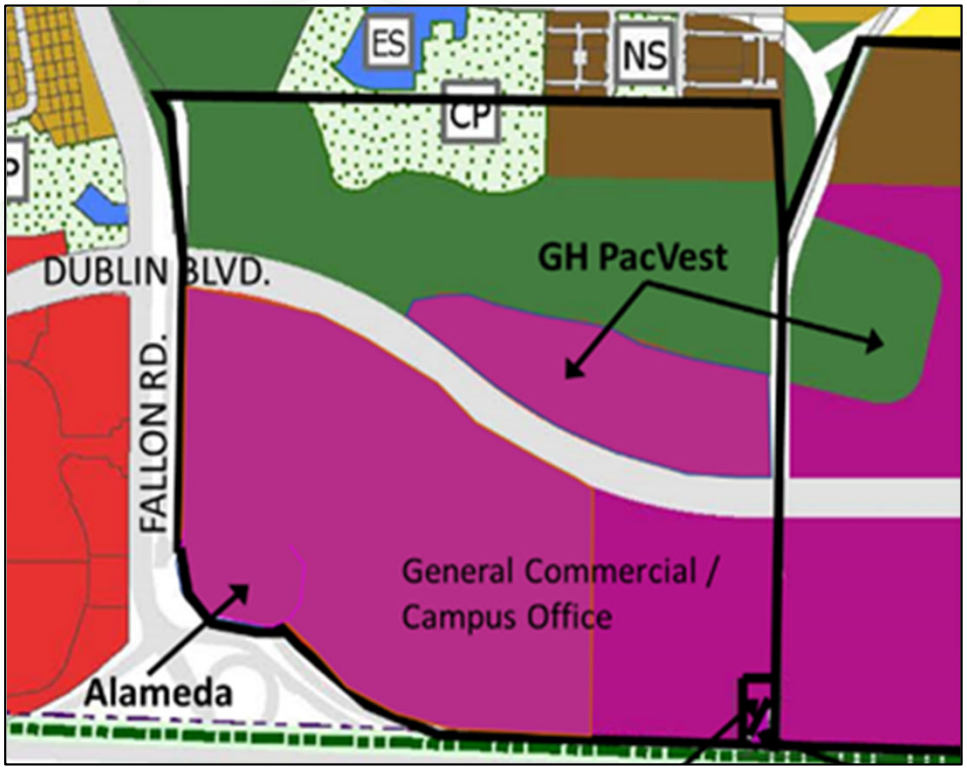
Background Cont.

- City Council March 16, 2021 GPA Initiation
- City Council May 18, 2021 Fallon Road Economic Development Zone

Existing v. Proposed Land Use



EXISTING



PROPOSED

Incorporating Sustainability

1. Complete Streets + more
2. Bicycle and pedestrian connections
3. EV charging stations
4. Transportation Demand Management measures
5. Smart technology and electric infrastructure
6. Reuse and recycling
7. LEED (building) and Greenroads (streets)

Environmental Review

- Prior CEQA Analysis
  - Eastern Dublin General Plan Amendment and Specific Plan EIR (1993)
  - East Dublin Properties Stage 1 Development Plan and Annexation Supplemental EIR (2002)
  - Fallon Village Supplemental EIR (2005)
- Addendum
  - Equal or Less Severe Impacts

Planning Commission Review

- December 14, 2021
  - Vote 5-0
- Recommended postponement of GPA
  - Incorporate the request by GH PacVest

Recommendation

Conduct a public hearing, deliberate and take the following action:

Adopt the **Resolution** Approving an Addendum to the Eastern Dublin Specific Plan Environmental Impact Reports and Approving of a General Plan Amendment to Change the Land Use Designation from General Commercial to General Commercial/Campus Office for Approximately 73 acres of the GH PacVest and Alameda Properties

Agenda Item 6.2

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Citywide Multi-Family Objective Design Standards, Zoning Ordinance Amendments, and Master Fee Schedule Amendments (PLPA-2022-00002)
Prepared by: Michael P. Cass, Principal Planner

EXECUTIVE SUMMARY:

The City Council will consider approval of the Citywide Multi-Family (MF) Objective Design Standards (ODS) and companion amendments to Title 8 (Zoning) of the Dublin Municipal Code. State law requires local jurisdictions to provide a streamlined ministerial approval process for eligible multi-family residential developments, subject to objective zoning and design review standards. The proposed MF ODS and Zoning Ordinance Amendments would ensure that objective zoning and design review standards are in place. The City Council will also consider adopting amendments to the Master Fee Schedule to establish a fee for Zoning Clearances for Housing Projects Eligible for Streamlined Approval.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, waive the reading and INTRODUCE the **Ordinance** Approving the Citywide Multi-Family Objective Design Standards and Amendments to Dublin Municipal Code Chapter 8.36 (Development Regulations), Chapter 8.104 (Site Development Review), and Chapter 8.116 (Zoning Clearance), and adopt the **Resolution** Amending the Master Fee Schedule by Establishing an Application Fee, Based on Time and Materials, for Zoning Clearances for Housing Projects Eligible for Streamlined Approval Effective Citywide.

FINANCIAL IMPACT:

The costs associated with preparing the Citywide Multi-Family Objective Design Standards include staff and consultant time. The consultant costs are offset by a Senate Bill 2 grant. Additionally, the City Council will consider adopting changes to the Master Fee Schedule pertaining to Zoning Clearance for housing projects eligible for streamlined approval. The new application fee is proposed to be based on time and materials to ensure the City recovers the actual costs associated with processing these applications.

DESCRIPTION:

Background

Senate Bill 35

Senate Bill 35 (SB 35) provides for a streamlined ministerial approval process for multi-family residential developments in cities and counties that have made insufficient progress toward meeting their assigned Regional Housing Needs Allocation (RHNA), subject to meeting certain eligibility criteria and objective zoning and design review standards. Eligible developments must include a specified level of affordability, be on an infill site, comply with existing general plan or zoning provisions, and comply with other requirements such as location and demolition restrictions.

The legislation defines "objective standards" as standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion. For example, an objective standard for a building setback would provide a specific measurable distance that is required, whereas a subjective or discretionary guideline might use a term such as a "generous" setback is required.

The State Department of Housing and Community Development (HCD) is responsible for annually determining which cities and counties are subject to SB 35 and for publishing Streamlined Ministerial Approval Process Guidelines. The SB 35 streamlined ministerial process is in effect until January 1, 2026. It is unknown if the State legislature will extend or replace SB 35. In accordance with HCD's most recent determination (last updated July 8, 2021), Dublin has made insufficient progress toward meeting the City's lower-income RHNA (very-low- and low-income) and is, therefore, subject to the streamlined ministerial approval process for proposed developments with at least 50% affordability.

Proposed Project

In response to the legislation, Staff prepared Multi-Family Objective Design Standards (MF ODS) with assistance from RRM Design Group (the consultant), and prepared companion amendments to the Dublin Municipal Code. Without the MF ODS, the City would have little control over the design of future eligible housing projects where the developer has requested streamlined approval. The proposed project also includes amending the Master Fee Schedule to establish an application fee, based on time and materials, for a Zoning Clearance for Housing Projects Eligible for Streamlined Approval.

To prepare the Citywide MF ODS, Staff and the consultant completed the following steps:

- *Review Existing Policy Documents*: Reviewed the City's existing policy documents, including the Bicycle and Pedestrian Master Plan, Downtown Dublin Specific Plan, Dublin Crossing Specific Plan, Dublin Village Historic Area Specific Plan, Eastern Dublin Specific Plan, Scarlett Court Design Guidelines, SDR Guidelines, Streetscape Master Plan, and the Zoning Ordinance.
- *Driving Tour*: Conducted a driving tour of multi-family residential developments in Dublin to identify successful and unsuccessful elements of projects.

- *Other Jurisdiction Analysis:* Reviewed example MF ODS for other jurisdictions and identified topics and sample standards to be covered in the City's MF ODS.
- *Translated Subjective Language to Objective Design Standards:* Translated existing subjective design guidelines into objective design standards. The new standards were drafted to reinforce the intent of the existing language.
- *Review of Draft.* Draft MF ODS were reviewed by the Building and Safety Division, and the Public Works Department.

Analysis

Citywide Multi-family Objective Design Standards

The purpose of the MF ODS is to ensure that new multi-family development in Dublin provides high quality architecture, appropriately connects to surroundings, includes well designed amenities and open spaces, promotes sustainability, and contributes to walkable and safe environments. The MF ODS are intended to guide property owners, applicants/developers, and design professionals, and provide clear design direction that enhances an area's unique character and ensures a high-quality living environment that will be desirable and hold its value over time, while encouraging creative design that enriches the community of Dublin.

The MF ODS will be incorporated into the Zoning Ordinance and supplement existing development standards described in the DMC and Planned Development zoning districts, as well as in adopted specific plans. If there is any conflict between these standards and those in another adopted document, the more restrictive standard shall apply.

The Citywide MF ODS include four chapters: 1) Introduction; 2) Site Planning; 3) Building Design; and 4) Glossary of Terms. The Site Planning objective design standards cover building placement, vehicular surface parking and access, bicycle parking, pedestrian circulation and access, private outdoor space, and common usable outdoor space. The Building Design objective design standards cover building form and massing, façade articulation, roof forms, building and unit entries, fenestration, parking structures, building materials, colors, and lighting, and ancillary structures, equipment, and utilities.

Zoning Ordinance Amendments

In addition to the MF ODS, Staff prepared companion amendments to the Dublin Municipal Code (DMC) including, Section 8.36.020 (Agricultural and Residential Development Regulations), Section 8.104.020 (Exemptions from SDR), Section 8.116.020 (Applications Requiring a Zoning Clearance), Section 8.116.030 (Application), Section 8.116.040 (Approval), and Section 8.116.050 (Expiration of Zoning Clearance). The proposed amendments include the following:

- Specify that all new multi-family residential development shall comply with the Citywide MF ODS;
- Specify that housing projects eligible for streamlined approval are exempt from an SDR Permit in accordance with State law provided that a Zoning Clearance is approved;
- Establish a required finding that a proposal for a new multi-family residential development complies with the Citywide MF ODS; alternatively, if the proposal deviates from one or more objective design standards, then the proposal meets the purpose and intent of the

applicable standard(s); and
- Add housing projects eligible for streamline approval to the Zoning Clearance Chapter of the Zoning Ordinance.

Applicability
The Citywide MF ODS would apply to all new multi-family developments within Dublin. Projects that qualify for the SB 35 streamlined ministerial approval process would be required to comply with all of the ODS. All other projects would be subject to the MF ODS but through the City's discretionary SDR Permit process could be allowed to deviate from the MF ODS when the purpose and intent of the standard is met through alternate means. Allowing flexibility through a discretionary SDR Permit shall not be construed as applying the lowest common denominator that dilutes the quality and character of a project.

The Zoning Ordinance will continue to regulate development standards (such as building height, setbacks, and lot coverage), while the new objective design standards will regulate design criteria (such as site layout, building orientation, pedestrian connections, and building design) to ensure that new multi-family housing maintains a design quality reflective of the community.

Fee Amendments
The California Constitution authorizes local governments to recover the reasonable costs of providing services. Housing projects eligible for a streamlined approval process would be subject to a Zoning Clearance to review the proposal for consistency with the Citywide MF ODS and all other applicable objective standards within the Zoning Ordinance. The actual cost for Planning Staff to review a "Zoning Clearance for Housing Projects Eligible for Streamlined Approval" application would vary significantly depending on the scope of work. Therefore, Staff recommends establishing an application fee based on actual time and materials to recover the City's full costs.

Staff prepared a draft Ordinance approving the Citywide Multi-Family Objective Design Standards and approving amendments to the Dublin Municipal Code (Attachments 1 and 2). Refer to Attachment 3 for a redlined version of proposed zoning text changes where underlined text is proposed to be added. In addition, a draft Resolution amending the Master Fee Schedule to establish an application fee for a Zoning Clearance for Housing Projects Eligible for Streamlined Approval is included as Attachment 4.

Consistency with the General Plan, Specific Plans, and Zoning Ordinance
The proposed Citywide MF ODS and Zoning Ordinance Amendments are consistent with the Dublin General Plan and all applicable specific plans in that the amendments are necessary to comply with State law and are consistent with applicable land use regulations and development policies. Amendments to the Zoning Ordinance are proposed to ensure consistency with State law and implementation of the MF ODS.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Citywide

Multi-Family Objective Design Standards and Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that they would not have a significant effect on the environment and, thus, are not subject to CEQA review.

PLANNING COMMISSION REVIEW:

On June 8, 2021, the Planning Commission received a presentation and provided feedback on the City's MF ODS. On January 25, 2022, the Planning Commission unanimously adopted Resolution No. 22-01 (Attachment 5), recommending City Council approval of the Citywide MF ODS and related Zoning Ordinance Amendments.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

In accordance with State law, a public notice was published in the *East Bay Times* on February 5, 2022, and February 10, 2022, and posted at several locations throughout the City. Additionally, the City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving the Citywide Multi-Family Objective Design Standards and Related Zoning Ordinance Amendments
2) Exhibit A to Attachment 1 – Citywide Multi-Family Objective Design Standards
3) Redlines of Proposed Zoning Ordinance Amendments
4) Resolution Amending the Master Fee Schedule by Establishing One New Application Fee, Based on Time and Materials, for Zoning Clearance for Housing Projects Eligible for Streamlined Approval
5) Planning Commission Resolution No. 22-01 (without exhibits)

ORDINANCE NO. X-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE CITYWIDE MULTI-FAMILY OBJECTIVE DESIGN STANDARDS AND AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.36 (DEVELOPMENT REGULATIONS), CHAPTER 8.104 (SITE DEVELOPMENT REVIEW) AND CHAPTER 8.116 (ZONING CLEARANCE) EFFECTIVE CITY-WIDE PLPA-2022-00002

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

WHEREAS, Senate Bill 35 (SB 35) was part of a legislative package aimed at addressing the State's housing shortage and high housing costs; and

WHEREAS, SB 35 provides a streamlined ministerial approval process for multi-family residential developments in cities and counties that have made insufficient progress towards meeting their assigned Regional Housing Needs Allocation, subject to meeting certain eligibility criteria and objective zoning and design review standards; and

WHEREAS, in response, the City of Dublin prepared the proposed Citywide Multi-Family Objective Design Standards, attached as **Exhibit A**, and companion Zoning Ordinance Amendments to meet the requirements of SB 35; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 25, 2022, during which all interested persons were heard, and adopted Resolution No. 22-01 recommending City Council adoption of the proposed Citywide Multi-Family Objective Design Standards and related Zoning Ordinance Amendments; and

WHEREAS, a Staff Report was submitted to the Dublin City Council recommending approval of the proposed Citywide Multi-Family Objective Design Standards and related Zoning Ordinance Amendments; and

WHEREAS, the City Council held a public hearing on the proposed Citywide Multi-Family Objective Design Standards and related Zoning Ordinance Amendments on February 15, 2022, at which time all interested parties had the opportunity to be heard; and

WHEREAS, proper notice of said hearing was given in all respects as required by law; and

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

NOW, THEREFORE, the City Council of the City of Dublin does ordain as follows:

Section 1. Pursuant to Section 8.120.050.B of the Dublin Municipal Code, the City Council hereby finds that the proposed Citywide Multi-Family Objective Design Standards and related Zoning Ordinance Amendments are consistent with the General Plan and all applicable Specific Plans in that the amendments are necessary to comply with State law and are consistent with applicable land use regulations and development policies. Specifically, General Plan Policy A.3 is to "maintain streamlined procedures for processing new residential development applications."

Section 2. The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures, require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council hereby finds the proposed Citywide Multi-Family Objective Design Standards and related Zoning Ordinance Amendments to Title 8 of the Dublin Municipal Code (Zoning Ordinance) are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that the amendments will not have a significant effect on the environment and, thus, are not subject to CEQA review.

Section 3. Thirty days following the adoption of the Ordinance, the Dublin Municipal Code is amended as follows:

Section 8.36.020 (Agricultural and Residential Development Regulations) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

B. All new multi-family residential development shall comply with the Citywide Multi-Family Objective Design Standards, which are hereby adopted and incorporated by reference herein. Copies of the adopted standards are on file with the Planning Division, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said standards are adopted by reference and incorporated as fully as if set out at length herein, and as may be amended from time to time pursuant to Government Code Section 65850 et seq.

Section 8.104.020 (Exemptions from Site Development Review) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

J. Housing Projects Eligible for Streamlined Approval. Housing projects that are eligible for a streamlined approval process pursuant to Government Code Section 65913.4, provided the Community Development Director or his/her designee approves a Zoning Clearance in accordance with Chapter 8.116.

Subsection B of Section 8.104.090 (Required Findings) of Title 8 of the Dublin Municipal Code is amended as follows:

B. The proposal is consistent with the provisions of Title 8, Zoning Ordinance**.** For new multi-family residential development only, the proposal is either consistent with all of the Citywide Multi-family Objective Design Standards adopted pursuant to Section 8.36.020(B); alternatively, if the proposal deviates from one or more objective design standards, then the proposal is consistent with the purpose and intent of the applicable standard.

Section 8.116.020 (Applications Requiring a Zoning Clearance) of Title 8 of the Dublin Municipal Code is amended to add the follow subsection:

J. Housing Projects Eligible for Streamlined Approval. Housing projects that meet all eligibility criteria as set forth in Government Code Section 65913.4.

Section 8.116.030 (Application) of Title 8 of the Dublin Municipal Code is amended to add the follow subsection:

J. Housing Projects Eligible for Streamlined Approval. If the Zoning Clearance is for a housing project that is eligible for streamlined approval pursuant to Government Code Section 65913.4, the Applicant shall submit a "Zoning Clearance for Housing Projects Eligible for Streamlined Approval" application form provided by the Community Development Department with information requested on the form.

Section 8.116.040 (Approval) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

J. Housing Projects Eligible for Streamlined Approval. Housing projects that are eligible for a streamlined approval process pursuant to Government Code Section 65913.4 shall be reviewed for consistency with the Citywide Multi-Family Objective Design Standards contained in Section 8.36.020(B) and all other applicable objective standards within Title 8, Zoning Ordinance. The Zoning Clearance approval for a housing project eligible for streamlined approval shall be a completed "Zoning Clearance for Housing Projects Eligible for Streamlined Approval" application form and any pertinent attachments as required on the form with the date and signature of the Community Development Director or his/her designee.

Section 8.116.050 (Expiration of Zoning Clearance) of Title 8 of the Dublin Municipal Code is amended to add the following subsection:

J. Housing Projects Eligible for Streamlined Approval. A Zoning Clearance issued in conjunction with a housing project eligible for streamlined approval shall expire in accordance with Government Code Section 65913.4(f).

Section 4. Effective Date. This Ordinance shall take effect and be enforced thirty (30) days following its final adoption.

Section 5. **Posting.** The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this __ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

CITYWIDE MULTI-FAMILY OBJECTIVE DESIGN STANDARDS



PUBLIC REVIEW
JANUARY 2022

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ACKNOWLEDGMENTS

CITY COUNCIL

Melissa Hernandez - Mayor
Jean Josey - Vice Mayor
Sherry Hu
Shawn Kumagai
Michael McCorriston

PLANNING COMMISSION

Dawn Benson
Catheryn Grier
Renata Tyler
Janine Thalblum
Stephen Wright
Kashef Qaadri - Alternate

CITY STAFF

Jeff Baker - Community Development Director
Kristie Wheeler - Assistant Community Development Director
Michael P. Cass – Principal Planner

PREPARED FOR

City of Dublin

DUBLIN
CALIFORNIA

PREPARED BY

RRM Design Group

rrm design group

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APPENDIX A

Glossary of Terms A-1

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DUBLIN
CALIFORNIA

CHAPTER 1

INTRODUCTION



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CHAPTER 1 - INTRODUCTION

1.1 PURPOSE

The purpose of the Multi-family Objective Design Standards is to ensure that new multi-family development in Dublin provides high quality architecture, appropriately connects to its surroundings, includes well designed amenities and open spaces, promotes sustainability, and contributes to walkable and safe environments. The Multi-family Objective Design Standards are intended to guide property owners, applicants/developers and design professionals and provide clear design direction that enhances an area's unique character and ensures a high-quality living environment that will be desirable and hold its value over time, while encouraging creative design that enriches the community of Dublin.

1.2 ORGANIZATION AND APPLICABILITY

The following Multi-family Objective Design Standards are organized into two primary sections: Site Planning and Building Design. The Site Planning Chapter includes objective standards for site layout and building placement, vehicular access and parking, and outdoor spaces and amenities. The Building Design Chapter includes objective standards for building form and massing, façade articulation, unit entries, fenestration, colors and materials, parking structure design, and accessory structures and utilities.

The Multi-family Objective Design Standards supplement existing development standards described in Title 8 (Zoning) of the Dublin Municipal Code and Planned Development zoning districts, as well as in adopted specific plans, such as the Downtown Dublin Specific Plan, Dublin Crossing Specific Plan, Dublin Village Historic Area Specific Plan, and Eastern Dublin Specific Plan. If there is any conflict between these standards and those in another adopted document, the more restrictive standard shall apply.

All new multi-family residential development shall comply with the Multi-Family Objective Design Standards contained herein. To be eligible for a streamlined approval process, the development must meet the specific eligibility criteria as set forth in Government Code Section 65913.4. Projects that are eligible for streamlined approval shall be consistent with all Multi-Family Objective Design Standards contained herein. The discretionary Site Development Review (SDR) Permit process described in Dublin Municipal Code Chapter 8.104 shall be used for all developments that are not eligible for streamlined approval. Applicants requesting any deviation from these Multi-Family Objective Design Standards shall be reviewed under the discretionary SDR Permit process. Allowing flexibility through a discretionary SDR Permit shall not be construed as allowing dilution of the quality and character of a project.

For a glossary of relevant terms used throughout this document, please refer to **Appendix A**.

DUBLIN
CALIFORNIA

CHAPTER 2

SITE PLANNING OBJECTIVE STANDARDS



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CHAPTER 2 - SITE PLANNING OBJECTIVE STANDARDS

Site planning refers to the arrangement of buildings and parking areas, the size and location of pedestrian spaces and parking areas, and how these features relate to one another. Topics in this Chapter include building placement, vehicular surface parking and access, bicycle parking, pedestrian circulation and access, and private and common usable outdoor space.

2.1 BUILDING PLACEMENT

A. Buildings located adjacent to the primary street shall have unit front entries facing the street.

B. For buildings not located along the primary street, unit front entries shall be oriented to face internal common open space areas such as landscaped courtyards, plazas, or paseos.

C. Each dwelling unit fronting a primary or side street shall include at least one street-facing porch, balcony, and/or patio.



2.1.A Buildings located adjacent to the primary street shall have unit front entries facing the street



2.1.B Buildings not located along the primary street shall have unit front entries oriented to face internal common open space areas



2.1.D A minimum five-foot wide landscape buffer shall be located adjacent to all ground level private outdoor spaces to provide additional privacy and security

D. A minimum five-foot wide landscape buffer shall be located adjacent to all ground level private outdoor spaces to provide additional privacy and security for the residents. The buffer shall be planted with dense evergreen shrubs and vines which grow to or are maintained at a three-foot minimum height. Stoops are permitted to encroach into the five-foot wide landscape buffer.

E. Ground floor units shall be located, oriented, and/or screened to prevent visual intrusion of vehicle lights into habitable ground floor spaces.

F. Projects with six or more dwelling units shall cluster mailboxes in a common centralized location that is internal to the site. Clustered mailboxes shall utilize the same colors and/or materials to the main buildings on the site.

2.2 VEHICULAR SURFACE PARKING AND ACCESS

A. When alley or side street access is available, primary access to parking areas shall be taken from this location, rather than the primary street.

B. Enhanced paving treatment using patterned and/or colored pavers, brick, or decorative colored and scored concrete shall be used as follows:

   i. Entry Drives - Minimum 12 feet deep across the width of each entry drive.

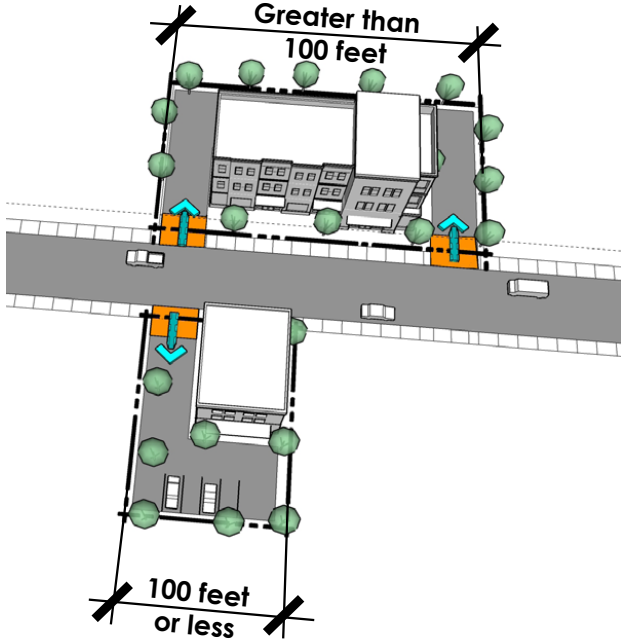
   ii. Pedestrian Crossings - Minimum one foot wider than connecting walkways across the length of the intersecting primary and side streets.

C. For interior lots with less than 100 linear feet of street frontage, a maximum of one vehicle access point from the street is permitted. For interior lots with 100 linear feet or more of street frontage, a maximum of two vehicle access points from the street is permitted. For corner lots, one vehicular access point is permitted per street frontage, with an overall maximum of two vehicular access points permitted. Vehicle access points shall be located near the property line furthest from the intersection.

D. For developments with controlled entrances, including vehicular access gates to parking areas, access shall be located a minimum of 20 feet from the back of sidewalk along Collector, Local Residential, or Private streets, and 40 feet from the back of sidewalk along Arterial roadways to accommodate vehicle(s) entering the site without queuing into the street.



2.2.B Project entries and pedestrian crossings shall feature enhanced paving



2.2.C Interior lots with a street frontage width less than 100 feet, one access point is permitted. Interior lots with a street fronting width greater than 100 feet may have up to two access points.



2.2.E Surface parking areas for developments shall be screened from the street

E. Surface parking areas for developments shall be screened from the street. Screening may be accomplished through building placement, landscape features, and/or low walls. Low walls for screening shall be set back at least three feet from the back of public sidewalks with evergreen shrubs and/or vines provided between the sidewalk and wall.

F. Developments with more than 20 units shall provide at least one ride share pick-up and drop-off and/or delivery location within 100 feet of an entrance to the primary building.

   i. Ride share pick-up and drop-off and/or delivery locations shall be clearly visible from the roadway and/or primary driveway entrances and provide a passenger loading space or temporary parking space to avoid passenger loading within vehicular circulation routes.

   ii. Ride share pick-up and drop-off and/or delivery locations shall provide waiting area with a minimum of one bench and one waste/recycling receptacle. Benches shall be covered or located under trees. The waiting area may be located within a building lobby, clubhouse, or common building if the pick-up location is visible from this location.

2.3 BICYCLE PARKING

A. Short-term bicycle parking shall be provided in the form of permanent, readily visible bicycle racks. Bicycle racks must allow both wheels to be locked to the rack. Racks shall be located within 200 feet of the primary building entrance. Bicycle racks and associated bicycle maneuvering shall not impede upon the public sidewalk path of travel and shall not be placed within the public right-of-way.

B. At least one long-term bicycle storage space is required for each unit and may be located within a designated space within the unit, within individual lockable containers outside of the unit, or within a secure, long-term bicycle parking area.

C. Secure, long-term bicycle parking areas shall be enclosed and designed within a parking structure or building, or within a lockable storage enclosure.

   i. Lockable storage enclosures shall not be visible from the right-of-way.

   ii. Enclosures must be designed with materials and colors used in the primary building or shall be screened with dense evergreen shrubs and trees.



2.3.A Short-term bicycle racks shall be located in a visible location within 200 feet of the building entrance



2.3.C Long-term bicycle parking shall be located in a secure area within a parking structure or building, or within a lockable storage enclosure



2.4.A On-site pedestrian circulation and access shall be provided to connect the site



2.4.B Differing/contrasting paving materials shall be used to distinguish primary entries to buildings

2.4 PEDESTRIAN CIRCULATION AND ACCESS

A. Paved on-site pedestrian circulation and access shall be provided according to the following standards:

   i. Connecting residential units to other areas of the site, such as parking areas, common outdoor areas, waste and recycling enclosures, pet waste stations, and pedestrian amenities.

   ii. Connecting public sidewalks to building entries and parking areas.

   iii. Connecting building entrances to all bus/transit stops directly adjacent to the project.

B. Primary entries to buildings shall provide decorative paving that contrasts in color and texture from the adjacent walkway paving to accentuate the entrances.

C. Pedestrian walkways on private property shall be designed with the following conditions:

   i. Constructed of firm and slip-resistant materials such as concrete, stamped concrete, or concrete pavers.

   ii. Designed with a minimum width of four feet.

   iii. Flanked on both sides of the walkways with landscaping, including a mix of turf or low groundcovers and low shrubs that do not exceed four feet in height.

   iv. Evergreen canopy trees spaced to shade at least 50 percent of the overall walkway length at maturity.

   v. Pedestrian scale lighting fixtures located at least five feet away from adjacent residential dwellings. Design of pedestrian-scale lighting fixtures shall be consistent with building lighting fixtures.

2.5 PRIVATE OUTDOOR SPACE

A. The equivalent of 10 percent or more of the floor area of each unit shall be provided as private outdoor space. For units on upper floors, this outdoor space may be provided by decks and balconies. This requirement may be satisfied by more than one private outdoor space area.

B. Private outdoor space, including balconies provided to meet private outdoor space requirements shall be provided at a minimum of 60 square feet per unit with a minimum dimension of six feet in any direction.



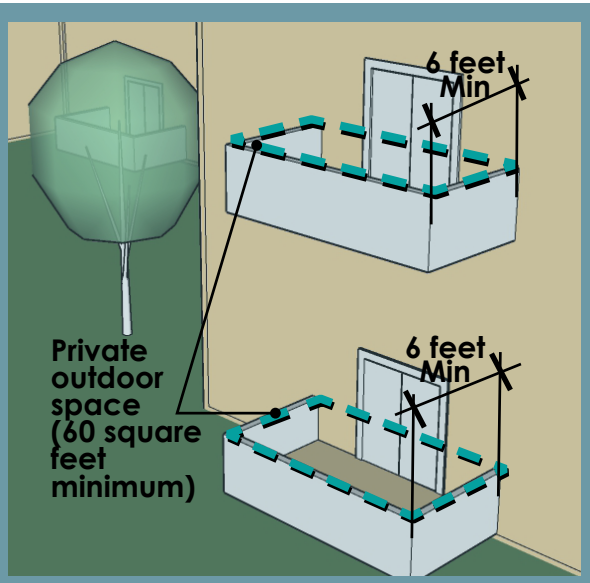
2.5.A Private outdoor space shall be provided for each unit

2.6 COMMON USABLE OUTDOOR SPACE

A. Common usable outdoor space shall be provided at minimum 30 percent of the net site area. For example, a one-acre net site would be required to provide 13,068 square feet of common usable outdoor space in one or multiple locations within a project.

B. A minimum of one pet waste bag and disposal station shall be provided common usable outdoor space where pets congregate with a minimum of one pet waste bag and disposal station per development.

C. Common usable outdoor space shall be arranged to afford visibility by on-site users and passers-by. Barriers shall be designed with transparency to afford opportunities for surveillance through the barrier.



2.5.B Private outdoor space shall be provided at a minimum of 60 square feet per unit with a minimum dimension of six feet in any direction

Total Number of Outdoor Amenities	
Number of Units	**Required Number of Amenities**
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20, plus 1 for each 100, or fraction thereof, over 100

2.6.D.iv Outdoor Amenity Table



2.6.D.v Example of outdoor lounging furniture

D. Outdoor Amenity Requirements.

i. Outdoor amenities shall be provided as a component of required Common Usable Outdoor Space.

ii. Each common usable outdoor space shall be designed with a minimum of 500 square feet of dedicated and improved open space, with a minimum dimension of 10 feet in any direction.

iii. Each common usable outdoor amenity space shall include a minimum of one secure in-place waste/recycling receptacle and one covered seating area, unless otherwise specified in this section.

iv. The number of amenities within common usable outdoor space shall be based on the number of units within the multi-family project as shown in the Outdoor Amenity Table. Where more than one amenity is required, a combination of the outdoor amenities identified in subsection v. shall be provided.

v. Amenity requirements shall be satisfied with one or more of the following:

a. Children's play area, with at least four pieces of play equipment, designed for children of all abilities and ages five years and younger.

b. A landscaped and improved gathering space,

1. Space shall contain the following:
   a. At least four picnic tables or equivalent lounging furniture.
   b. A minimum of five shade trees.
   c. At least two barbecue fixtures and/or two fire pits,
   d. Minimum two secure in-place waste/recycling receptacles,
   e. Shade coverage for a minimum of 25% of the gathering space area (shade sail, umbrella, trellis, gazebo, or additional evergreen shade trees beyond the minimum requirement),
2. Gathering areas may be provided either at ground level, or on roof decks/ terraces but shall not be located on roofs directly adjacent to single-family zoning districts.

3. Barbecue fixtures and/or fire pits shall be located at least 20 feet away from adjacent existing and proposed residential units.

c An illuminated, regulation size tennis or multipurpose court and incorporating shielded cut-off light fixtures.

d. A dedicated and improved illuminated space containing at least one regulation size Bocce, Petanque, or other similar type court. The space shall contain a minimum of three benches or equivalent lounging furniture (at least one covered by an overhead shade canopy or evergreen tree), at least two secure in-place waste/recycling receptacles, and a minimum of three shade trees.

e. An enclosed, off-leash dog run/relief/wash area including signage and pet waste bag and disposal stations adjacent to all entrances/exits.

   i. The dog area shall contain at least one three-dimensional dog-oriented improvement (e.g. rock, jumps, fire hydrant).

   ii. One potable water connection with dog bowl refilling and dog wash capabilities.

   iii. A minimum of three benches or equivalent lounging furniture (at least one covered by an overhead shade canopy or evergreen tree), at least two secure in-place waste/recycling receptacles, and a minimum of three shade trees.

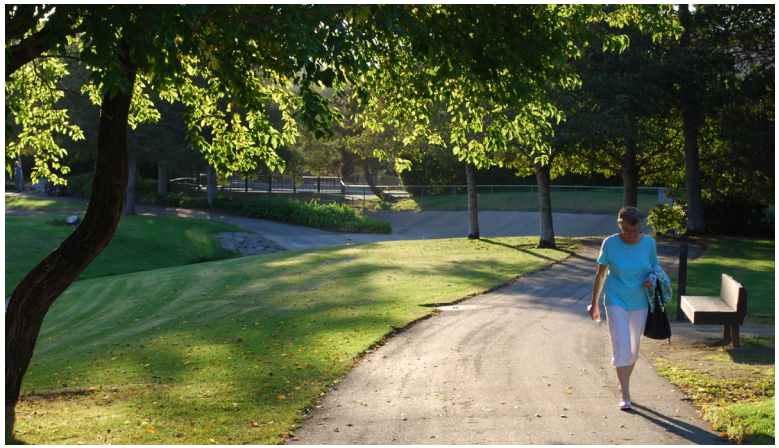
f. Enclosed pool area with a minimum of an 800-square-foot swimming pool with at least one changing area and/or restroom. The pool area shall include at least three lounge chairs, two side tables, and one outdoor umbrella. Pool area shall include perimeter landscaping consisting of evergreen species and at least three shade trees that do not drop leaves, nuts, or fruits.



2.6.D.v.b Gathering areas shall consist of at least four picnic tables, or equivalent lounging furniture, with at least 25% of the area covered



2.6.D.v.f &g Amenity areas could include a swimming pool and/or spas



2.6.D.v.h Paved and accessible walking path/trail shall be at least five-feet wide with pedestrian scale lighting and seating areas



2.6.D.v.i Community garden shall include at least one potting station, compost bin, and tool shed

g. Enclosed spa area with a minimum of two spas, one changing area or restroom, and a landscaped area containing evergreen species and a minimum of two shade trees, at least two chairs, and one side table.

h. Minimum ¼ mile paved and accessible walking path/trail that is at least five-feet wide, with at least one pedestrian scale light and bench or equivalent lounging furniture provided for every 250 feet of path/trail. Seating areas along the path/trail shall be located adjacent to or in close proximity to the trail, and shall be covered or located under evergreen canopy trees.

i. Community garden with at least one potting station containing a minimum two-foot by four-foot table, one compost bin, one shed sized to accommodate gardening tools and designed to match the primary building colors, materials, and architectural style. The community garden shall have at least one potable water connection and have irrigation provided to all garden beds.

j. Other outdoor amenities mutually agreed upon between the developer and the City of Dublin.

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CHAPTER 3

BUILDING DESIGN OBJECTIVE STANDARDS



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CHAPTER 3 - BUILDING DESIGN OBJECTIVE STANDARDS

Building forms, façades, and detailing influence cohesiveness, comfort, and aesthetic pride. Topics in this Chapter include building massing and form, façade articulation, roof forms, building and unit entries, fenestration, parking structure design, building materials and lighting, and accessory structures and utilities.

3.1 BUILDING FORM AND MASSING

Building massing and design delineate individual units or clusters of units, articulation, distinction, and identity through varied heights, setbacks, projections, and recesses. Materials and colors emphasize changes in building elements and massing.

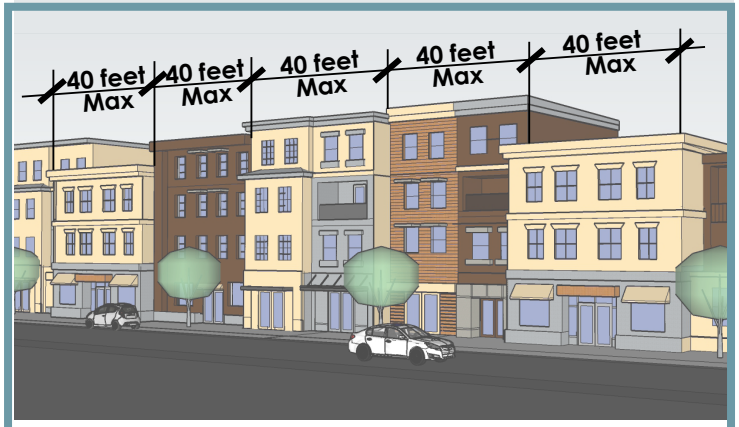
A. Building façades visible from the primary or side street shall not extend more than 40 feet in length without a five-foot variation in depth in the wall plane. Building entrances, front porches, upper-story setbacks, and projections such as stoops, bays, overhangs, and trellises count towards this requirement.

B. Buildings greater than two stories shall be designed to differentiate a defined base, a middle or body, and a top, cornice, or parapet cap. Buildings less than two stories shall include a defined base and top.

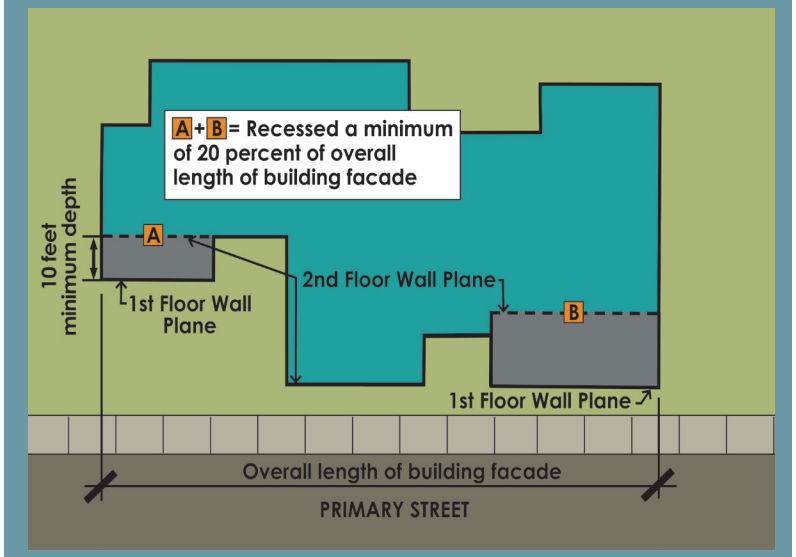


3.1 Building design shall include varied heights, setbacks, and wall plane variation

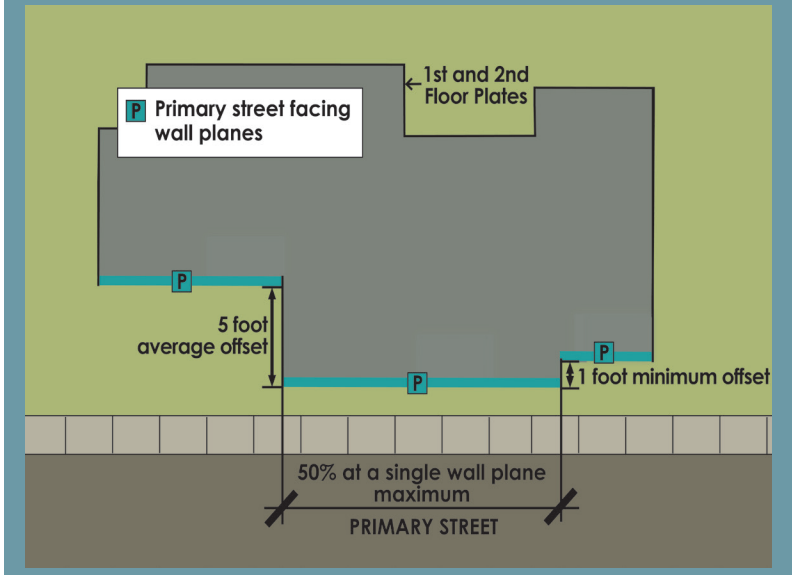
Building design lacking materials and colors is not permitted



3.1.A Building façades visible from a primary or side street shall not extend more than 40 feet without a five-foot variation in depth in the wall plane



3.1.C Upper floor areas stepped back from the primary street



3.1.D Building elevations longer than 50 feet along a primary street shall have no more than 50 percent of a building façade on a single plane

C. A building located adjacent to a primary street frontage shall recess portions of any wall plane above two stories. A minimum of 20 percent of the upper floor facades (measured by the length of first floor wall plane adjacent to the primary street) shall be recessed. The average stepback shall be 10 feet minimum for the upper floors as measured from the first-floor building wall plane. (See Figure 3.1.C)

D. If the elevation facing a primary street is longer than 50 feet, no more than 50 percent of a building façade shall be on a single plane. An average of a five-foot offset, with a minimum of one foot offset, is required for the remaining 50 percent of the building façade.

E. Elevations not facing a primary street shall have no more than 75 percent of a building façade on a single plane. An average of a five-foot offset, with a minimum of one foot offset, is required for the remaining 25 percent of the building façade.

3.2 FAÇADE ARTICULATION

A. Buildings shall be designed with the same suite of building details, articulation, and materials on all sides.

B. Walls that are publicly visible from a primary or side street shall not run in a continuous horizontal plane for more than 40 feet without incorporating articulation features such as glazing, overhangs, cornices, canopies, columns, pilasters, trellises, arches, or clearly defined projecting or recessed architectural element(s).

C. Building elements that do not provide authentic structural support but are provided to add aesthetic appeal, such as pilasters, columns, and unsupported trellises shall be designed to appear functional.

   i. Cantilevered balconies are only allowed on buildings with contemporary architectural styles.

   ii. All other architectural styles shall incorporate a column, post, corbel, brace, or decorative support cable to ensure the building element appears structurally supported and not tacked on or unsupported.

D. Garage doors shall be recessed into the garage wall, with a minimum of four inches, provided between the face of the garage door and the adjacent primary wall plane, to accentuate shadow patterns and relief.

E. Where a balcony or ground floor patio is located adjacent to a window of an adjoining dwelling unit, the balcony railings or patio wall and/or fencing shall be constructed with limited openings and utilize materials which provide a minimum of 85 percent screening of balcony or ground floor patio areas (measured from the finished floor of private outdoor spaces to top of the railing, fencing, and/or wall).



3.2.B Building walls that are visible from a primary or side street shall not run in a continuous horizontal plane for more than 40 feet without incorporating articulation techniques



3.2.D Garage doors shall be recessed into the wall plane



3.3.A Roof lines shall be vertically articulated with a change in form or ridgeline height



3.3.D Parapets shall be articulated to feature stylistic architectural details

3.3 ROOF FORMS

A. Roof lines shall not extend more than 40 feet in length without a change in form or ridgeline as described below:

   i. Vary roof forms, such as hip, gable, shed, flat, and mansard.

   ii. Incorporate architectural elements, such as parapets, varying cornices, and reveals.

   iii. Vary roof height at least two feet from adjacent roofs, as measured from the highest point of the roof lines.

B. Parapets shall be provided around the perimeter of a flat roof and shall be high enough to screen all rooftop mechanical equipment from being visible from a public area or along the public right-of-way. Parapets shall be at least six inches above the tallest rooftop equipment.

C. Interior side of parapet wall shall not be visible from the public right-of-way.

D. Parapet shall be capped with precast treatments, continuous banding, or projecting cornices, dentils, or similar edge treatment consistent with the identified traditional or universally recognized architectural style.

3.4 BUILDING AND UNIT ENTRIES

A. Individual building and/or unit entry design shall incorporate architectural treatments (e.g., feature window details, tower, decorative veneer or siding, porch/stoop), projecting elements above the entrance, and/or changes in roof line or wall planes.

B. Primary entrances located on the ground floor shall include one or more of the following:

   i. Stoop:
      a. Serving a maximum of two units.
      b. Stair width shall be a minimum four feet in width. Lowest riser shall be set back to ensure railings do not encroach in the public right-of-way.
      c. Entry landing shall be a minimum five feet in depth.
      d. Either projected or recessed weather protection with a minimum depth of 36 inches.

   ii. Front Porch:
      a. Minimum dimension of four feet of depth.
      b. Either projected or recessed weather protection with a minimum depth of 36 inches.
      c. Maximum porch floor height from the sidewalk grade shall be five feet.



3.4.B.i Stoop Entry



3.4.B.ii Front Porch Entry



3.4.B.iii Terrace Entry



3.4.B.iv Frontage Court Entry

iii. Terrace:
   a. May serve as entry to multiple units.
   b. Maximum terrace floor height from the sidewalk or walkway grade shall be five feet.
   c. Maximum wall/fence/hedge height surrounding terrace shall be 42 inches above terrace floor.
   d. Lowest riser shall be set back to ensure railings do not encroach in the public right-of-way.

iv. Frontage Court:
   a. May serve as entry to multiple units.
   b. Minimum width along primary frontage shall be 25 feet.
   c. Maximum width along primary frontage shall be 50 percent of the façade length or 80 feet, whichever is less.
   d. Minimum depth of 15 feet and maximum depth of 50 feet shall be maintained.

3.5 FENESTRATION

A. Functional and decorative shutters shall maintain the same dimensions as the associated glazing. Functional and decorative shutters shall be half the width of the associated window glazing (for paired shutters), or matching width for a single shutter.

B. Window materials, color, and style shall be consistent on all elevations.

C. Window trim, sills, and shutters shall be differentiated with accent materials or colors that vary from the adjacent building wall surfaces.

D. One of the following window treatments shall be provided on all elevations:

   i. Windows shall be recessed at least two inches from surrounding exterior wall to the window glass surface.

   ii. Built-up sills and trim, at a minimum ½ inch thick, shall be used to create surface relief and texture.



3.5.A Shutters shall reflect the same dimensions as the associated glazing



3.5.B Window materials, colors, and style shall be consistent on all elevations and match the architectural style of the building



3.6.B.ii. Parking structure walls shall feature decorative architectural elements such as screens, awnings, trellises, louvers, and/or grills to enhance wall articulation and provide screening



3.6.D Vertical planting shall be provided to quickly screen non-descript exterior parking structure walls.

3.6 PARKING STRUCTURES

A. Parking structure walls visible from the street shall not extend more than 40 feet in length without a three-foot variation in depth in the wall plane.

B. Exterior parking structure wall surfaces shall mimic the primary building(s) on the site in regards to materials, colors, and design elements such as fenestration, railings, and building opening sizes and shapes and also utilize one or more of the following articulation methods:

   i. Applied materials such as brick, stone, and/or siding which extend at least six inches from the face of the structure to the face of the applied materials.

      1. Painted, smooth concrete, or stucco walls shall not be included as articulated materials.

   ii. Decorative architectural features such as cut metal screens, awnings, trellises, louvers, and/or decorative security grills.

   iii. Parking structures two-stories or less shall apply such articulation to a minimum of 25 percent of the total wall area.

   iv. Parking structures three stories and more shall apply such articulation to a minimum of 35 percent of the total wall area.

C. Parking structures facing primary streets shall provide a minimum of a five-foot planting area between the parking structure wall and public street.

D. Vertical planting shall be located to provide screening to wall surfaces located between openings, entrances, and architectural accent features. Planting shall be evergreen screening vegetation that will grow to a minimum of 75 percent of the height of the parking structure, with container size selected to achieve this height of at least 50 percent within at least two (2) years from time of installation.

E. For semi-subterranean parking structures facing a primary street, the parking structure walls shall be limited to four feet in height above the average grade along the primary street, and articulated materials requirements per sections A, B, and C shall be incorporated.

F. Parking structures located directly adjacent to a public right-of-way shall provide at least one centrally located exterior pedestrian gathering space such as a plaza or courtyard between the parking structure and the primary roadway. Pedestrian gathering space shall include at least two benches facing the street (covered or shaded by trees), one waste receptacle, and at least four short-term bike racks.

G. Parking structures facing Arterial roadways shall provide commercial mixed-uses and/or habitable uses along 75 percent of the street frontage, where permitted by zoning. Non-parking structure space shall be a minimum depth of 30 feet.

H. Stormwater source controls shall be integrated into parking garages. Projects shall plumb interior parking garage floor drains to a stormwater treatment measure or the sanitary sewer, with approval from Dublin San Ramon Services District. Open levels of parking garages shall be directed to a stormwater treatment measure and sized in accordance with the Municipal Regional Stormwater NPDES Permit.

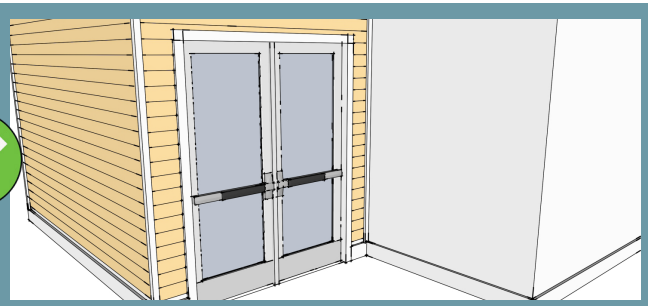
I. Projects shall incorporate green stormwater infrastructure, sized in accordance with the Municipal Regional Stormwater NPDES Permit, as part of landscape and drainage plans.



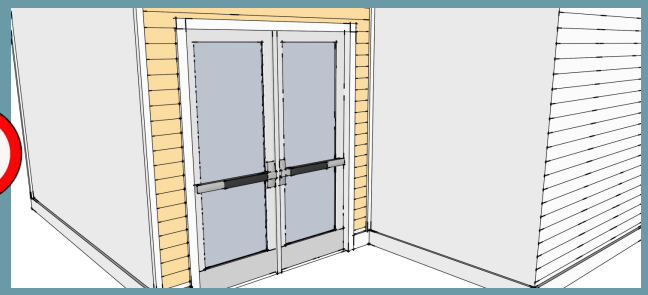
3.6.F. Parking structures located directly adjacent to a public right-of-way shall provide at least one centrally located pedestrian gathering space



3.6.G Parking structures facing Arterial roadways shall provide commercial mixed-uses and/or habitable uses along the street frontage



3.7.A Material changes shall occur at inside corners of walls or at architecture features that break up the wall plane



Materials changes shall not be located at the outside corners or within the wall plane



3.7.D Limit bright and vibrant colors to trim and accent materials

3.7 BUILDING MATERIALS, COLORS, AND LIGHTING

A. Building materials shall wrap building corners and changes shall occur at inside corners of intersecting walls or at architecture features that break up the wall plane, such as columns.

B. Guardrail and railing design, color, finish, and materials shall be consistent with the primary structure.

C. Use of accent materials such as glass, tile, brick, stone, concrete, or plaster shall be incorporated to highlight building features.

D. Bright/vibrant color schemes shall be limited to trim and accent elements. Bright/vibrant colors are not permitted as a primary wall surface.

E. All building-mounted and site light fixtures shall be fully shielded and utilize cohesive colors and finishes which reflect the primary building's architectural style.

3.8 ANCILLARY STRUCTURES, EQUIPMENT, AND UTILITIES

A. A minimum of 200 square feet of accessory storage space shall be provided for each unit within the development. The storage shall be located within 500 feet of the dwelling unit or within the project's parking garage.

B. Accessory storage space may be located within a private garage or carport, or private outdoor space (e.g. patio, or balcony) assigned to the unit, and shall not be located within the habitable area. If accessory storage is provided on a patio or balcony, the amount of storage space shall be in addition to the private open space requirement and shall be designed with materials used within the primary building.

C. In ground and wall mounted utility elements such as wires, conduits, junction boxes, transformers, ballasts, backflow devices, irrigation controllers, switch and panel boxes, and utilities such as gas and electrical meters shall be concealed from public view by evergreen landscaping and/ or architectural features, such as a wall or trellis.

D. Equipment and utility wall and fencing screening shall incorporate the materials and colors of the primary building design. Landscape screening shall be selected and planted to completely conceal utility elements.

E. Detached garages or carports and other accessory buildings/ structures shall be designed using roof forms, materials, colors, and details used on the primary structure. Prefabricated metal carports and accessory structures are not permitted.

   i. If carports are utilized, they shall incorporate decorative support posts that are at least six inches wide.



3.8.C Equipment/utility elements shall be concealed or screened from public view



Exposed equipment/utility elements are not permitted



3.8.G Surface ventilation features shall match the adjacent roof or wall material and/or color



3.8.H Downspouts shall not be prominently located and shall be placed at the inside edges of the building walls and designed to match the other building accents

F. Refuse areas shall be located within a building, incorporated into the building design, or located within a detached enclosure designed and placed as follows:

   i. To the rear or sides of the buildings, and not visible from the street or public right-of-way.

   ii. Incorporate the materials and colors of the primary building design.

   iii. Be screened with a minimum three-foot-wide planting area containing fast growing evergreen vegetation.

G. All flashing, sheet metal vents, exhaust fans/ventilators, and pipe stacks shall be painted to match the adjacent roof or wall material and/or color. All wall mounted utilities shall be located at interior corners of building walls or behind building elements that conceal the utilities from public view.

H. Scuppers, downspouts, and drains shall be internalized or located at the inside edges of building walls, porches, or columns. External scuppers, downspouts, and drains are not permitted on prominent or highly visible portions of a wall surface. If they are provided, they shall be painted and/or constructed of decorative materials that match other building accents.

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APPENDIX A

GLOSSARY OF TERMS



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APPENDIX A - GLOSSARY OF TERMS

The following Glossary of Terms provides definitions of terms and phrases used in the Objective Design Standards. For other definitions, please refer to Chapter 8.08 (Definitions) of the Dublin Municipal Code.

Brackets. A projection from a vertical surface providing structural or visual support under cornices, balconies, windows, or any other overhanging member.

Carport. A structure, or portion of a structure, accessible to vehicles, with a solid weatherproof roof that is permanently open on at least two sides, used as parking or storage of one or more motor vehicles.

Common Usable Outdoor Space. Exterior space area that is readily accessible for use by the residents and users within the development. Designed and reserved for outdoor living and social gathering, active and passive recreation, and pedestrian access and amenities.

Contemporary Architectural Style. A building designed utilizing modern and post-modern character and materials, such as minimal and non-traditional adornments, simple geometric massing, and flat roofs.

Controlled Entrances. Vehicular access to a residential development or property that is obstructed by a gate which residents or visitors can open from their car or home.

Cornice. The uppermost division of an entablature; a projecting shelf along the top of a wall supported by a series of brackets; the exterior trim at the meeting of a roof and wall, consisting of soffit, fascia, and crown molding.

Façade. The exterior face or elevation of the building, extending from grade to the eaves or the top of the parapet wall and the entire width of the building elevation.

Fenestration. The arrangement, proportioning, and design of windows, doors, and other exterior openings in a building.

Frontage Court. An open courtyard area in front of a building's entrance(s).

Gable Roof. A roof having a gable at one or both ends; a roof sloping downward in two opposite directions from a central ridge, so as to form a gable at each end.

Hipped Roof. A roof which slopes upward from all four sides of a building, requiring a hip rafter at each corner.

Juliet Balcony. An ornamental railing applied at a full-length window, projecting slightly beyond the plane of the window, threshold or sill, having the appearance of a balcony.

Lounging Furniture. A cohesive set of outdoor furnishings to comfortably accommodate at least four people, such as exterior couches and/or chairs.

Luminaire. A complete lighting system, including a lamp or lamps and a fixture.

Mansard Roof. A roof with a steep lower slope and a flatter upper slope on all sides, either of convex or concave shape.

Net Site Area. Total area within the property lines of a project that is available for development, excluding all non-buildable areas such as the public right-of-way, creek setbacks, and easements which may be included within the parcel.

Parapet. A low protective wall or railing along the edge of a roof, balcony, or similar structure; in an exterior wall, the part entirely above the roof.

Pilaster. A partial pier or column, often with a base, shaft, and capital that is embedded in a flat wall and projects slightly; may be constructed as a projection of the wall itself.

Primary Street. A public or private street that provides access to the major entry of a project or structure.

Private Outdoor Space. Consist of balconies, decks, patios, fenced yards, and other similar areas located immediately adjacent to a residence and only available for use by the individuals residing in the residence.

Publicly Visible. Capable of being seen by a person of average height and visual acuity while walking or driving on a street.

Shutter. Hinged panels, sometimes louvered, fixed on the outside a window that can be closed for security or privacy or to keep out light.

Side Street. A minor or subsidiary street that may intersects with or adjoin a Primary Street.

Traditional or Universally Recognized Architectural Style. There is no predominate residential architectural style in Dublin. Traditional or universally recognized residential architectural styles include, but are not limited to Contemporary, Craftsman, European Cottage, Mediterranean, Monterey, Spanish Eclectic, and Tuscan. Refer to the Dublin Crossing Specific Plan for additional information on details and styles.



This project was funded by a HCD SB 2 Planning Grant

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SECTION 8.36.020
AGRICULTURAL AND RESIDENTIAL DEVELOPMENT REGULATIONS

B. All new multi-family residential development shall comply with the Citywide Multi-Family Objective Design Standards, which are hereby adopted and incorporated by reference herein. Copies of the adopted standards are on file with the Planning Division, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said standards are adopted by reference and incorporated as fully as if set out at length herein, and as may be amended from time to time pursuant to Government Code Section 65850 et seq.

SECTION 8.104.020
EXEMPTIONS FROM SITE DEVELOPMENT REVIEW

The permit requirements of this Chapter do not apply to the following:

J. Housing Projects Eligible for Streamlined Approval. Housing projects that are eligible for a streamlined approval process pursuant to Government Code Section 65913.4, provided the Community Development Director or his/her designee approves a Zoning Clearance in accordance with Chapter 8.116.

SECTION 8.104.090
REQUIRED FINDINGS

All of the following findings shall be made in order to approve a Site Development Review and shall be supported by substantial evidence in the public record:

B. The proposal is consistent with the provisions of Title 8, Zoning Ordinance. For new multi-family residential development only, the proposal is either consistent with all of the Citywide Multi-family Objective Design Standards adopted pursuant to Section 8.36.020(B); alternatively, if the proposal deviates from one or more objective design standards, then the proposal is consistent with the purpose and intent of the applicable standard.

SECTION 8.116.020
APPLICATIONS REQUIRING A ZONING CLEARANCE

J. Housing Projects Eligible for Streamlined Approval. Housing projects that meet all eligibility criteria as set forth in Government Code Section 65913.4.

SECTION 8.116.030
APPLICATION

J. Housing Projects Eligible for Streamlined Approval. If the Zoning Clearance is for a housing project that is eligible for streamlined approval pursuant to Government Code Section 65913.4, the Applicant shall submit a "Zoning Clearance for Housing Projects Eligible for Streamlined Approval" application form provided by the Community Development Department with information requested on the form.

SECTION 8.116.040
APPROVAL

The Director shall decide zoning clearance applications as follows:

J. Housing Projects Eligible for Streamlined Approval. Housing projects that are eligible for a streamlined approval process pursuant to Government Code Section 65913.4 shall be reviewed for consistency with the Citywide Multi-Family Objective Design Standards contained in Section 8.36.020(B) and all other applicable objective standards within Title 8, Zoning Ordinance. The Zoning Clearance approval for a housing project eligible for streamlined approval shall be a completed "Zoning Clearance for Housing Projects Eligible for Streamlined Approval" application form and any pertinent attachments as required on the form with the date and signature of the Community Development Director or his/her designee.

SECTION 8.116.050
EXPIRATION OF ZONING CLEARANCE

J. Housing Projects Eligible for Streamlined Approval. A Zoning Clearance issued in conjunction with a housing project eligible for streamlined approval shall expire in accordance with Government Code Section 65913.4(f).

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE MASTER FEE SCHEDULE BY ESTABLISHING AN APPLICATION FEE, BASED ON TIME AND MATERIALS, FOR ZONING CLEARANCES FOR HOUSING PROJECTS ELIGIBLE FOR STREAMLINED APPROVAL EFFECTIVE CITYWIDE

WHEREAS, the California Constitution authorizes local governments to recover the reasonable costs of providing services; and

WHEREAS, the City processes various permits, applications, and licenses; and

WHEREAS, on June 15, 2021, the Dublin City Council adopted Resolution No. 80-21, adopting an annual update to the Master Fee Schedule for services provided to the City, effective July 1, 2021; and

WHEREAS, Senate Bill 35 (SB 35) was part of a legislative package of bills aimed at addressing the State's housing shortage and high housing costs; and

WHEREAS, SB 35 provides a streamlined ministerial approval process for multi-family residential developments in cities and counties that have made insufficient progress towards meeting their assigned Regional Housing Needs Allocation, subject to meeting certain eligibility criteria and objective zoning and design review standards; and

WHEREAS, in response, the City of Dublin prepared the proposed Citywide Multi-Family Objective Design Standards and companion Zoning Ordinance Amendments to meet the requirements of SB 35; and

WHEREAS, Housing Projects Eligible for Streamlined Approval are exempt from a Site Development Review Permit in accordance with State law provided that a Zoning Clearance is approved; and

WHEREAS, pursuant to California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15378(b)(4), revising fees is not a project and, therefore, is exempt from the requirements of CEQA.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the Dublin City Council adopts amendments to the Master Fee Schedule by adding the following:

Section 6.1: Planning Division			
#	**Item / Service**	**Description / Unit**	**Fee**
575	Zoning Clearance – Housing Projects Eligible for Streamlined Approval	Per application	T&M

PASSED, APPROVED AND ADOPTED this 15th day of February 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 22-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING CITY COUNCIL APPROVAL OF: 1) THE CITYWIDE MULTI-FAMILY OBJECTIVE DESIGN STANDARDS; AND 2) AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.36 (DEVELOPMENT REGULATIONS), CHAPTER 8.104 (SITE DEVELOPMENT REVIEW), AND CHAPTER 8.116 (ZONING CLEARANCE) EFFECTIVE CITY-WIDE PLPA-2022-00002

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

WHEREAS, Senate Bill 35 (SB 35) was part of a legislative package of bills aimed at addressing the State's housing shortage and high housing costs; and

WHEREAS, SB 35 which provides a streamlined ministerial approval process for multi-family residential developments in cities and counties that have made insufficient progress towards meeting their assigned Regional Housing Needs Allocation, subject to meeting certain eligibility criteria and objective zoning and design review standards; and

WHEREAS, in response, the City of Dublin prepared Citywide Multi-Family Objective Design Standards and companion Zoning Ordinance Amendments to meet the requirements of SB 35; and

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

WHEREAS, the Planning Commission hereby finds the proposed Citywide Multi-Family Objective Design Standards and companion Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that they will not have a significant effect on the environment and, thus, are not subject to CEQA review; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 25, 2022, during which all interested persons were heard.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the City of Dublin Planning Commission does hereby recommend that the City Council adopt the Ordinance, approving the Citywide Multi-family Objective Design Standards and approving the Zoning Ordinance Amendments, attached hereto as **Exhibit A** and incorporated herein by reference.

PASSED, APPROVED AND ADOPTED this 25th day of January, 2022 by the following vote:

AYES: Benson, Grier, Thalblum, Tyler, Wright

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:
Cathryn Grier
3EAC72E0ACF74BD...
Planning Commission Chair

ATTEST:

DocuSigned by:
Kristie Wheeler
9EDB9DB87254493...
Assistant Community Development Director

Item 6.2

DUBLIN
CALIFORNIA

Citywide Multi-Family Objective Design Standards, Zoning Ordinance Amendments, and Master Fee Schedule Amendments

City Council
February 15, 2022

Background

- Senate Bill (SB) 35 provides a streamlined ministerial approval process for eligible multi-family residential developments
- In effect until January 1, 2026

Background

- SB 35 eligible projects must:
  - Include specified level of affordability
  - Be located on infill site
  - Comply with existing residential and mixed-use general plan or zoning provisions
  - Comply with objective design review standards
  - Comply with other requirements such as locational and demolition restrictions
- HCD annually determines which jurisdictions are subject to SB 35

Senate Bill 35 in Dublin

- As of July 2021, HCD determined the City has made insufficient progress toward meeting our lower-income RHNA (very-low and low-income)
- City is subject to streamlined ministerial approval process for proposed developments with at least 50% affordability
- To date, no applicants have requested SB 35 streamlined ministerial approval process in Dublin

Applicability

- Applies to all new multi-family developments within City
- Projects requesting SB 35 streamlined ministerial review would be required comply with all objective design standards
- Other multi-family projects would be subject to objective design standards, but could deviate through discretionary SDR Permit process

DUBLIN
CALIFORNIA

Citywide Multi-Family Objective Design Standards

Jami Williams, RRM Design Group

Project Description

- In response to SB 35, the City identified need to adopt clear and objective standards related to architectural review of multi-family residential developments
- This involves replacing existing subjective guidelines with objective standards
- All cities must now review eligible projects against adopted objective standards that involve no personal or subjective judgment by a city official

Subjective vs. Objective Standards



Subjective standards:
Lack specificity and may allow arbitrary interpretation causing incompatible design and undesired outcomes.



Objective standards:
Involve no personal judgment by a public official or decision maker and provide quantifiable and concise direction for when and how to apply requirements.

Existing vs. New Standards

- Zoning Ordinance regulates development standards, such as:
  - Building height
  - Setbacks
  - Density/intensity
- Objective standards **will not** replace existing development standards
- Objective standards **will** provide additional design direction and clarity

Process to Prepare Objective Design Standards

- Review existing policy documents
- Driving tour
- Analyze other jurisdictions
- Translated subjective language to objective design standards
- Review of draft





Contents

1. Introduction
2. Site Planning Objective Standards
3. Building Design Objective Standards
4. Glossary of Terms



Site Planning Objective Standards

- Site Planning objective design standards cover:
  - Building placement
  - Vehicular surface parking and access
  - Bicycle parking
  - Pedestrian circulation and access
  - Private outdoor space
  - Common usable outdoor space



Example Site Planning Objective Standards



- A minimum five-foot wide landscape buffer shall be located adjacent to all ground level private outdoor spaces to provide additional privacy and security for the residents. The buffer shall be planted with dense evergreen shrubs and vines which grow to or are maintained at a three-foot minimum height. Stoops are permitted to encroach into the five-foot wide landscape buffer. (2.1.D)

Example Site Planning Objective Standards



- The equivalent of 10 percent or more of the floor area of each unit shall be provided as private outdoor space. For units on upper floors, this outdoor space may be provided by decks and balconies. This requirement may be satisfied by more than one private outdoor space area. (2.5.A)

Building Design Objective Standards

- Building Design objective design standards cover:
  - Building form and massing
  - Façade articulation
  - Roof forms
  - Building and unit entries
  - Fenestration
  - Parking structures
  - Building materials, colors, and lighting
  - Accessory structures, equipment, and utilities



Example Building Design Objective Standards



- Building walls that are visible from a primary or side street shall not run in a continuous horizontal plane for more than 40 feet without incorporating articulation techniques. (3.2.B)

Example Building Design Objective Standards

- Parking structure walls shall feature decorative architectural elements such as screens, awnings, trellises, louvers, and/or grills to enhance wall articulation and provide screening. (3.6.B.ii)



Proposed Edits to Draft Standards

- A minimum of one pet waste bag and disposal station shall be provided per common usable outdoor space where pets congregate. ~~with a minimum of one pet waste bag and disposal station per development.~~ (2.6.B)
- Common usable outdoor space shall be arranged to ~~afford~~ maximize visibility by project residents. ~~on-site users and passers-by.~~ Barriers shall be designed with transparency to afford opportunities for surveillance through the barrier. (2.6.C)
- A minimum of 200 ~~square~~ cubic feet of accessory storage space shall be provided for each unit within the development. The storage shall be located within 500 feet of the dwelling unit or within the project's parking garage. (3.8.A)

DUBLIN
CALIFORNIA

Zoning Ordinance Amendments

Zoning Ordinance Amendments

- Proposed amendments to Dublin Municipal Code:
  - Section 8.36.020 (Agricultural and Residential Development Regulations)
  - Section 8.104.020 (Exemptions from SDR)
  - Section 8.116.020 (Applications Requiring a Zoning Clearance)
  - Section 8.116.030 (Application)
  - Section 8.116.040 (Approval)
  - Section 8.116.050 (Expiration of Zoning Clearance)

Amendments Summary

- Proposed amendments would:
  - Specify new multi-family residential developments shall comply with objective design standards
  - Specify housing projects eligible for streamlined approval are exempt from SDR Permit, provided Zoning Clearance is approved
  - Establish required finding for multi-family residential developments to comply with objective design standards

Planning Commission Review

- On January 25, 2022, the Planning Commission considered the proposed Citywide Multi-Family Objective Design Standards and Zoning Ordinance Amendments and recommended approval to the City Council

DUBLIN
CALIFORNIA

Master Fee Schedule Amendments

Master Fee Schedule Amendments

- City can recover reasonable costs of providing services
- Housing projects eligible for streamlined approval process would be subject to Zoning Clearance
- Application costs vary depending on project scope
- Recommend establishing an application fee based on actual time and materials to recover the City's full costs

Recommendation

- Waive the reading and introduce the Ordinance approving:
  - Citywide Multi-Family Objective Design Standards with edits to Standards 2.6.B, 2.6.C, and 3.8.A; and
  - Amendments to Dublin Municipal Code
- Adopt the Resolution amending the Master Fee Schedule by establishing an application fee for Zoning Clearances for Housing Projects Eligible for Streamlined Approval



DUBLIN
CALIFORNIA

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: SCS Property Community Outreach
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

On March 2, 2021, the City Council approved a City-led Community Outreach process for the SCS Property to create a foundation for future discussions about appropriate land uses for the property. Staff and the consultant team lead by ELS Architecture & Urban Design and Urban Field Studio in concert with the community, Planning Commission, and City Council have worked to develop a Preferred Plan for the SCS Property. The City Council will receive a presentation and consider approving the Preferred Plan.

STAFF RECOMMENDATION:

Receive the presentation and adopt the **Resolution** Approving the Preferred Plan for the SCS Property.

FINANCIAL IMPACT:

All costs associated with the Community Outreach process are paid by the property owner.

DESCRIPTION:

Background

The subject 76.9-acre property, known as the SCS Property, is located north of I-580 between Tassajara Road and Brannigan Street and extends to the north of Gleason Drive (refer to Figure 1). On March 2, 2021, the City Council approved a City-led Community Outreach process for the SCS Property and the use of a multidisciplinary consultant team led by ELS Architecture & Urban Design (ELS) to create a foundation for future discussions about appropriate land uses for the property and ultimately develop a Preferred Plan for the SCS Property.

Figure 1. Location Map



As part of the process, the City Council established principles to create a foundation for the Preferred Plan as follows:

1. The goal of the outreach process is to gain consensus on preferred land uses and future development of the property.
2. The outreach process will include a variety of interested parties including the property owner, adjacent property owners (i.e., Grafton, Lowe's), adjacent homeowner's associations, and the Dublin Chamber of Commerce.
3. The Preferred Plan will create the framework for a mixed-use private project including limited public amenities.
4. The Preferred Plan will establish minimum residential densities.
5. The Preferred Plan will meet the goals of the property owner to create a financially and economically feasible project in the current market and long-term sustainability for the City.

Based on these principles, the consultant team has worked with the community, property owner, City Staff, and other stakeholders to identify viable land uses and development options for the property in the form of a Preferred Plan. The work considered feedback from the community, City Staff, and other stakeholders, as well as financial and economic feasibility, recommendations from the Urban Land Institute Technical Advisory Panel (ULI TAP), and goals of the property owner.

The Community Outreach process for the SCS Property began in spring 2021 with "Task A," which included gathering background information, conducting interviews with community stakeholders, the property owner, and City Staff, as well as a meeting with the newly formed 14-member Community Advisory Committee appointed by the City Council. The Planning Commission and the

City Council also provided input at meetings held during this first task on May 25, 2021, and June 1, 2021, respectively. Task A was completed in June 2021 with the ULI TAP providing their findings and recommendations for the SCS Property. The ULI TAP took place June 24 - 29, 2021, and included input and recommendations on land uses that optimize the synergy between land use, economic development, and community compatibility for the SCS Property.

The work continued in July and August with "Task B," which focused on public engagement. During this time, a new project website was launched and became the centralized place for all project information and announcements. In addition, a Community Survey was conducted to gather further input and help inform the outreach process, which generated responses from 71 people. Staff and the consultant team also held the first Community Meeting on August 25, 2021. The meeting was attended by approximately 40 community members who discussed a variety of land use topics for the site including the regional context, public benefits, market demand, economics of development, connectivity, and housing.

In the fall of 2021, the work continued with "Task C," which focused on building consensus and creating the initial conceptual land use framework. The consultant team prepared three broad land use concepts using the information gathered through stakeholder and property owner interviews, Community Advisory Committee meetings, Community Meetings, the Planning Commission, the City Council, and the consultant team's own research and fiscal analysis of development.

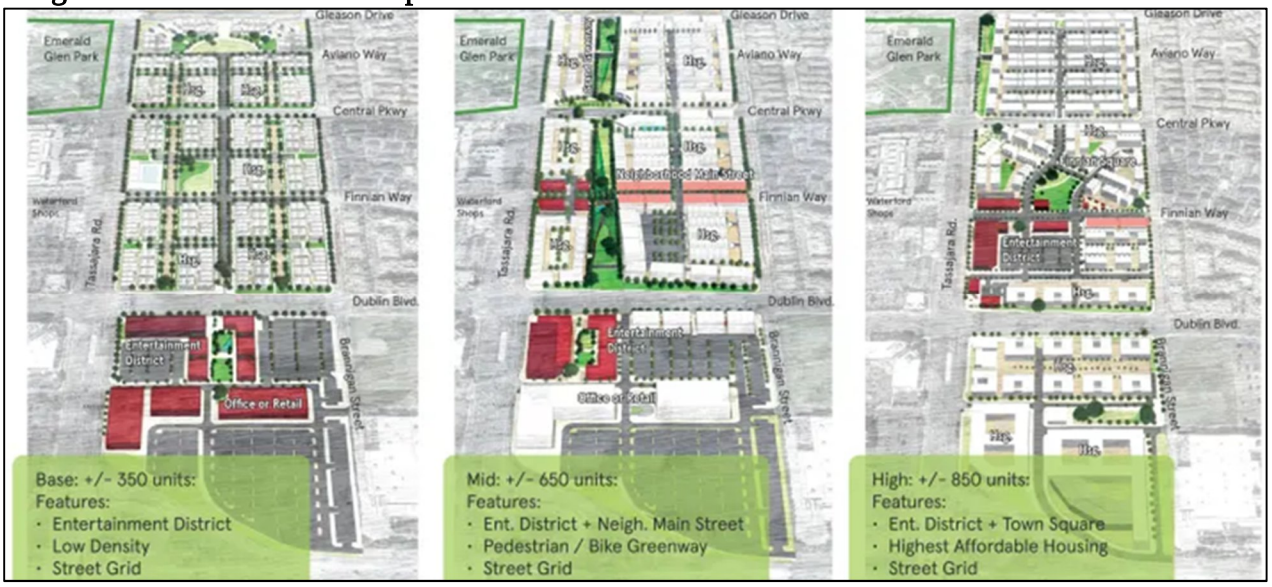
The three land use concepts presented in "Task C" were responsive to dominant themes that surfaced throughout the Community Outreach process, ULI TAP recommendations, and fiscal analysis. These three concepts, summarized below and provided in Figure 2, illustrate the level of amenities that are financially feasible to provide based on the proposed number of residential units that would be needed to fund those amenities.

Concept 1 – Base Amenities - "North Street" approaches the site with a minimal amount of housing and commercial uses, and more modest community amenities.

Concept 2 - Mid-level Amenities - "Paseo" increases the number of residential units and provides a commensurate increase in amenities with a neighborhood commercial main street on Finnian Way and an open-space greenway for bikes and pedestrians spanning from Dublin Boulevard north to Gleason Drive.

Concept 3 - High Amenities - "Finnian Square" concentrates retail and restaurants north of Dublin Boulevard and introduces a finer grain street network and town square with additional residential units to support the additional community amenities.

Figure 2. Three Initial Concepts



Review of the initial land use concepts included meetings with the Community Advisory Committee on October 6 and October 28, 2021, a Community Meeting on October 20, 2021, and meetings held with the Planning Commission on October 26, 2021, and City Council on November 2, 2021. The result of "Task C" was support of the Mid-Level Amenities land use concept with recommendations to consider:

- Limiting *family* housing to the 261 units originally planned for the SCS site plus 181 units previously planned for the Emerald Glen High School site. The remainder 208 units included in Concept 2 (Mid-Level Amenities) could be low-impact senior housing.
- If financially feasible, capping the total unit count at 600.
- Moving the circular open space area at Central Parkway to Finnian Way.
- Enhancing visibility to the grand paseo from Tassajara Road.

Preferred Plan

The culmination of all the input provided throughout this process resulted in the development of the Preferred Plan as part of the final task, "Task D." The Preferred Plan is an illustrative land use plan that will guide the future development of the SCS Property. The Preferred Plan does not create any land uses or development but reflects the balance and location of land uses and densities supported through the outreach process. The Preferred Plan includes development capacity of the site using typical architectural prototypes creating potential building layouts, an illustrative site plan that establishes the connectivity within the site and to the surrounding context, and renderings to convey the character of the overall building massing to express scale of buildings, public streets, parks, and plazas.

The Preferred Plan, as provided in Attachment 2 and as shown in Figure 3, focuses on the following concepts:

- *Integrate Paseo and Town Square Concepts*
  A town square concept is provided in the Preferred Plan to anchor the shops and restaurants on Finnian Way. The town square is located on the grand paseo opening views to Mt. Diablo. In order to accommodate a variety of activities (e.g., recreation, public gardening, and native plan/pollinator meadows) and compliment adjacent land uses, the width of the grand paseo varies from 25 feet to 110 feet.

- *Improve Visibility and Access to the Paseo*
  A new north/south street located between Brannigan Street and Tassajara Road is provided in the Preferred Plan along the east side of the grand paseo creating greater access and activity to the public open space. The paseo widens towards Tassajara Road inviting pedestrians and bikes off the major arterial onto the paseo. Generous bike and pedestrian paths connect Gleason Drive to Dublin Boulevard.

- *Diversify Housing Types*
  Housing throughout the site is varied with entry-level housing, affordable housing, and family housing, all of which may accommodate senior residents. Types range from traditional single-family homes, courtyard homes, townhomes, and affordable apartments. The Preferred Plan allows for a range of 500 to 550 market rate units and a 2.5-acre site for affordable housing (70 to 150 units) for a total of 570 to 650 units.

- *Dedicated Affordable Housing Site*
  The Preferred Plan includes a parcel to be dedicated for construction of affordable housing. The site location, at the prominent corner of Tassajara Road and Dublin Boulevard, will serve as a gateway to the larger neighborhood. The site is large enough to permit a variety of affordable housing solutions, allowing the design and amount of affordable housing to be tailored to the community's needs. The number of units could vary substantially to respond to those needs and available funding sources. For example, units in a senior affordable housing project are typically smaller than units in a family affordable housing project and thus a senior project may have greater density than a family project.

- *Pedestrian-Focused Entertainment District*
  The entertainment district south of Dublin Boulevard is set around a large pedestrian plaza (roughly 120 feet by 300 feet) creating a regional dining and family entertainment

Figure 3. Preferred Plan



destination.

Community Engagement

Over the past 11 months, City Staff has worked with ELS to engage the community in a variety of ways to gather maximum input. The following is a summary of the City's community engagement efforts:

- *SCS Property Community Outreach Website*
  A new project website was launched and continues to serve as the centralized place for project information, community surveys, and announcements. Presentations and recordings of all the meetings are provided on the website. The website (https://courbanize.com/scsproperty) also allows visitors to sign up to receive automatic updates on project information. In addition, City Staff created a page on the City's website with an overview of the project and direct link to the coUrbanize website.

- *Community Advisory Committee*
  A Community Advisory Committee consisting of 14 Dublin residents and business owners was formed to provide input throughout the outreach process. The purpose of the Community Advisory Committee was to:

  - Provide a community perspective on development of the SCS Property
  - Share thoughts on previous proposals for the SCS Property
  - Share thoughts on general priorities for development in Dublin
  - Provide input on the greater public engagement strategy
  - Provide feedback on the initial land use framework and preferred plan

  Three Community Advisory Committee meetings, plus additional individual meetings, were held throughout the outreach process:

  - Meeting #1 (May 19, 2021): The first meeting of the Community Advisory Committee was a brainstorming session on the vision for the site. (14 members contributed)
  - Meeting #2 (October 6 and 28, 2021): At this meeting, the three land use concepts were discussed. Due to limited attendance, additional outreach followed the Community Advisory Committee meeting via individual and group meetings. (13 members contributed)
  - Meeting #3 (January 6, 2021): The draft Preferred Plan was presented for discussion. The Community Advisory Committee expressed support of the Preferred Plan commenting on the balance of residential units and amenities, diverse mix of housing, the main street along Finnian Way with a town square, and the generous setback along Tassajara Road. (10 members contributed)

- *Community Surveys*
  Three online community surveys were developed during the process:

- Survey #1 (August 26 - September 12, 2021): The first survey continued the effort in gathering background research about the site and a brainstorming. (71 respondents)
- Survey #2 (October 29 - November 12, 2021): The second survey polled the community's thoughts on the scale of public benefits this site can deliver for the larger community. This survey asked questions based on the land planning options presented at Community Meeting #2 and the Planning Commission meeting. (66 respondents)
- Survey #3 (January 14- 31, 2022): The final survey polled the community's thoughts on the Preferred Plan including which features should be prioritized, the preferred number of affordable housing units, and the breakdown of market rate housing and amenities. (339 respondents)

- *Community Meetings*
  Three community meetings took place over the course of the outreach process:

  - Community Meeting #1 (August 25, 2021): The first meeting covered background research about the site and an interactive brainstorming session. (40 attendees)
  - Community Meeting #2 (October 20, 2021): At the second meeting, the consultant team presented three land use concepts demonstrating possible configurations of the public framework of streets, plazas, parks, and land uses. Breakout rooms for smaller group discussions on the vision for the site were utilized. (10 attendees)
  - Community Meeting #3 (January 12, 2021): At the final meeting, the draft Preferred Plan was presented for discussion. The questions and discussion covered a variety of topics including preservation of views, affordable housing including the types and amount required to be provided, construction feasibility, sizing of the plazas, balancing the land uses, range of housing sizes, potential for a Mello Roos or Community Facilities District to pay for infrastructure and schools, and impacts to schools. (25 attendees)

- *Notify Me and Social Media*
  Over the course of the outreach, the community was able to subscribe to the City's Notify Me to receive notifications about opportunities to provide input on the planning process for the SCS Property Community Outreach. The City also used its Social Media platforms (e.g., Nextdoor, Twitter, and Facebook, news flashes, calendar items, and stories in the *Backyard Brief*), to spread the word on all meetings and surveys.

A draft resolution approving the Preferred Plan is included as Attachment 1 to this Staff Report. This resolution incorporates the Planning Commission recommendation, if economically feasible, to include for-sale inclusionary housing units integrated into the project in addition to the affordable housing site, as further discussed below.

Next Steps

Should the Preferred Plan be approved by the City Council, the next step for the property owner and/or developer is to prepare a development application to implement the Preferred Plan.

Although a development application is not required to follow the Preferred Plan, City Staff and the consultant team have worked closely with the property owner's representatives though this process and it is anticipated that the development application will utilize the efforts and goals of the Preferred Plan. A General Plan and Eastern Dublin Specific Plan Amendment, Planned Development Rezone with a Stage 1 and 2 Development Plan, Tentative Parcel Map, and Site Development Review Permit and Affordable Housing Agreement would be required for a future development project. Evaluation of the development project under the California Environmental Quality Act (CEQA) would occur prior to project approval.

ENVIRONMENTAL DETERMINATION:

Approval of the Preferred Plan is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies) in that it would not have a legally binding effect on later activities.

PLANNING COMMISION REVIEW:

On January 25, 2022, the Planning Commission considered the Preferred Plan and adopted Resolution No. 22-02 recommending that the City Council approve the Preferred Plan (Attachment 3). The Planning Commission expressed support and appreciation for the community outreach process and the efforts made by the consultant team. During their deliberations, the Commission discussed school impacts, the placement of the commercial areas, affordable housing, and incorporating inclusionary for-sale units. Regarding the future project, the Commission noted that landscaping will be critical, including the paseo and designing for the wind, and making the plaza larger. The Planning Commission's recommendation includes providing inclusionary for-sale units integrated into the project in addition to the dedicated affordable housing site to provide homeownership opportunities.

The Planning Commission's recommendation to include for-sale inclusionary units dispersed throughout the project is included in the City Council's draft Resolution (Attachment 1). It is noted that this addition requires consideration of the economic impacts of including both a dedicated affordable housing site and inclusionary units. The combination of a dedicated site and inclusionary units could require alternative funding sources to make the Preferred Plan economically viable. This would need to be evaluated as part of the future development application.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A webpage was created to provide information on the SCS Property Community Outreach process (https://courbanize.com/scsproperty). This webpage is also accessible from the City's website for the project (https://dublin.ca.gov/2297/SCS-Property-Community-Outreach). Notification of this meeting was provided on the project webpages, via "Notify Me," Nextdoor, Twitter, and Facebook,

and to all interested persons who requested process updates, including the Community Advisory Committee and property owners. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Preferred Plan for the SCS Property
2) Exhibit A to the Resolution - Preferred Plan
3) Planning Commission Resolution No. 22-02
4) Public Comments

RESOLUTION NO. XX- 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PREFERRED PLAN FOR THE SCS PROPERTY (PLPA-2021-000012) APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, AND 985-0052-025

WHEREAS, on August 18, 2020, the City Council denied the At Dublin project on the SCS Property without prejudice and directed Staff to leave the General Plan Amendment Study open and work with the property owner to conduct a community outreach process to gather input on the future use and development of the property; and

WHEREAS, in response to the City Council's direction, the City released a Request for Proposals seeking the services of qualified consultants with expertise in land use planning and community engagement to assist the City with a public outreach process; and

WHEREAS, on March 2, 2021, City Council authorized the City Manager to execute a Consulting Services Agreement between the City of Dublin and ELS Architecture & Urban Design to assist the City with a public outreach process and prepare a Preferred Plan; and

WHEREAS, June 24 - 29, 2021, the Urban Land Institute held a Technical Advisory Panel (ULI TAP) and provided their findings and recommendations for the SCS Property. The ULI TAP included input and recommendations on land uses that optimize the synergy between land use, economic development, and community compatibility for the SCS Property; and

WHEREAS, City Staff has worked with ELS Architecture & Urban Design and their consultant team to engage the community in a variety of ways to gather maximum input. The Community Outreach process included development of a website to serve as the centralized place for project information, community surveys and announcements, three Community Advisory Committee, three Community Meetings, three Community Surveys and updates through Notify Me and social media; and

WHEREAS, the Preferred Plan considered feedback from the ULI TAP, community, City Staff and other stakeholders, financial and economic feasibility, and goals of the property owner; and

WHEREAS, approval of the Preferred Plan is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies) in that approval of the Preferred Plan would not have a legally binding effect on later activities; and

WHEREAS, on January 25, 2022, the Planning Commission received a presentation on the Preferred Plan and adopted Resolution No. 22-02 recommending that the City Council approve the Preferred Plan with the added recommendation to include for-sale inclusionary housing units integrated into the project in addition to the affordable housing site; and

WHEREAS, the Preferred Plan as shown in **Exhibit A**, includes the following criteria as outlined below:

1. Market rate residential housing not to exceed 550 units.
2. Finnian Way and Aviano Way extended through the project site from Brannigan Street to Tassajara Road.
3. Finnian Way frontage limited to commercial uses on the ground floor, which may be provided through a "Shop House" concept with substantive commercial space (not less than 400 square feet).
4. Housing types throughout the site that vary with entry level housing, affordable housing, and family housing. Types range from traditional single-family homes, courtyard homes, town homes and affordable apartments.
5. Include a combination of inclusionary for-sale units and a Public/Semi-Public parcel dedicated for affordable housing. *Note: The addition of inclusionary for-sale units requires consideration of the economic impacts. The combination of a dedicated site and inclusionary units could require alternative funding sources to make the Preferred Plan an economically viable plan. This funding could come from a variety of sources and would be negotiated as part of the future development application.*
6. A town square concept to anchor the shops and restaurants on Finnian Way. The town square is located on the grand paseo opening views to Mt. Diablo. The paseo connects the square to the residential areas south and north of Finnian Way.
7. The entertainment district south of Dublin Boulevard is set around a large pedestrian plaza (roughly 120 feet by 300 feet) creating a regional dining and family entertainment destination; and

WHEREAS, implementation of the Preferred Plan would require approval of a General Plan and Eastern Dublin Specific Plan Amendment, Planned Development Rezone with a Stage 1 and 2 Development Plan, Tentative Parcel Map, Site Development Review Permit and Affordable Housing Agreement.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the City of Dublin City Council does hereby adopt the Preferred Plan for the SCS Property as shown in **Exhibit A**.

{Signatures on the next page}

PASSED, APPROVED AND ADOPTED this 15th day of February 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

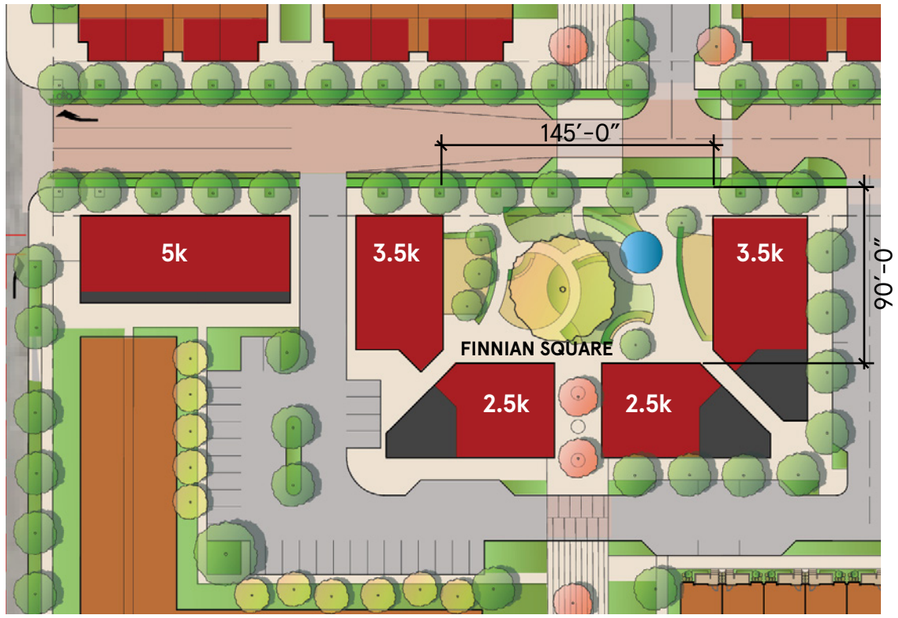
SCS Property Preferred Plan

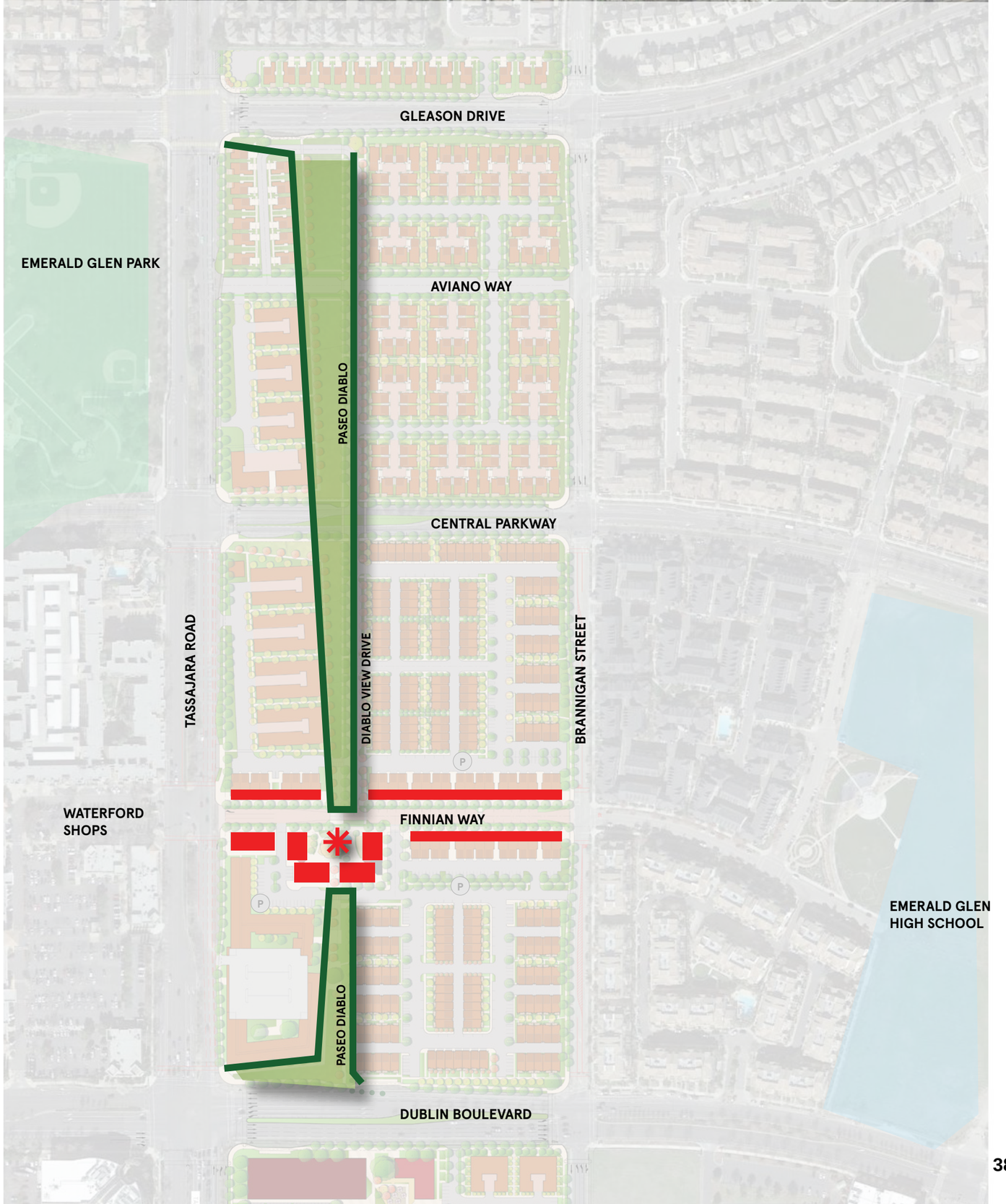
- Integrate the Paseo and Town Square Concepts
- Improve Visibility & Access to the Paseo
- Diversify Housing Types
- Dedicated Affordable Housing Site
- A Pedestrian Focused Entertainment District



Integrate the Paseo and Town Square Concepts:

- Design of the paseo has been changed to lead directly to a town square on Finnian Way.
- The Paseo narrows as it approaches the plaza to draw people together and create a more social gathering space.
- The Paseo varies in width from 25’ to 110’ wide.
- A walk along the Paseo will include a variety of activities, from retail, recreational, public gardening, and native plant / pollinator meadows.





Improve Visibility and Access to the Paseo:

- Diablo View Drive (20 mph) accompanies the paseo providing street parking, access to the activities on the linear park

- The southeast corner of Emerald Glen Park is an important connection point. Setbacks along the Central Parkway create a landscaped gateway to the Paseo.

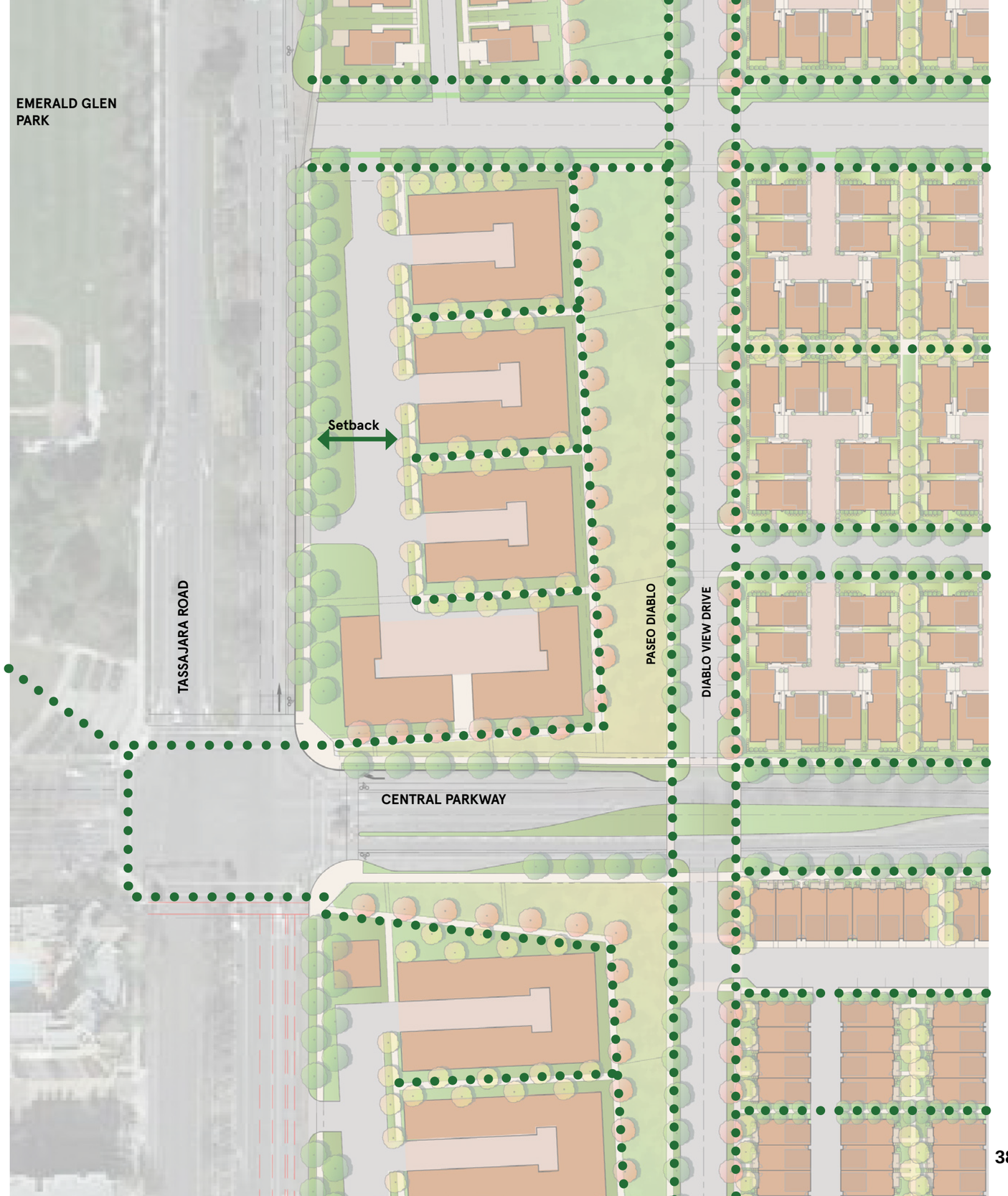
- The pedestrian and bike oriented paseo will serve the new development as well as the larger neighborhood giving an healthy alternative to driving to shops, restaurants, and schools.



The Paseo expands towards Tassajra Road at Gleason to provide better pedestian access.



The SCS site is within a 1/2 mile of k-12 schools, a Safeway anchored shopping center, bus service, Emerald Glen Park and many other services. Bike access along the paseo combined with dedicated bike lanes on the Aviano and Finnian Way extensions will make walking, jogging and biking a fun and family friendly option.





Diversify Housing Types

- The affordable housing and higher density townhomes are located closest to shops, restaurants reducing vehicle miles traveled and adding life to the retail district.

- The entry level townhomes consist predominantly of two bedroom units catering to first time buyers and those wishing to downsize. These are located convenient to Emerald Glen Park as well as the shops.

- Single Family homes are located centrally to the three schools: Kolb Elementary School (.6 miles); Fallon Middle School (.4 miles); Emerald Glen High School (.5 miles).

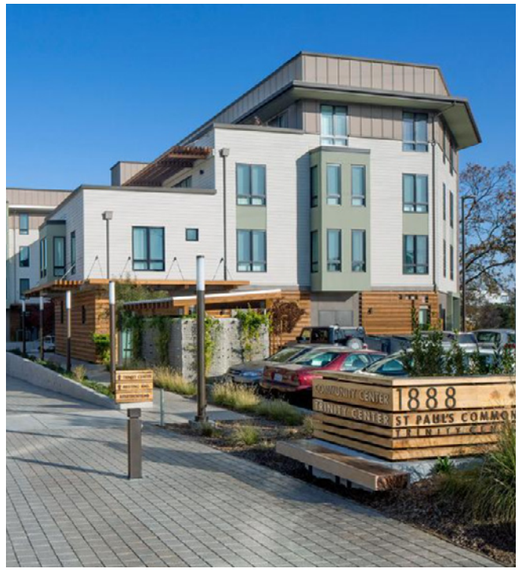
- Shophouses will bring small shops and local businesses to the Finnian Way Neighborhood shops district.

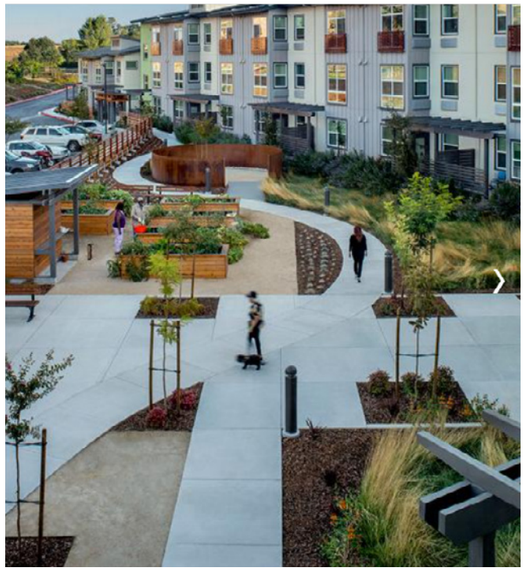
Dedicated Affordable Housing Site:

The Preferred Plan includes a parcel to be dedicated for construction of affordable housing. The site location, at the prominent corner of Tassajara Road and Dublin Boulevard, will serve as a gateway to the larger neighborhood.

The site is large enough to allow a variety of affordable housing solutions, allowing the design and amount of the affordable housing to be tailored to the community's needs. The number of units could vary substantially to respond to those needs and available funding sources. For example, units in a senior affordable housing project are typically smaller than units in a family affordable housing project and, thus, a senior project may have greater density than a family project.





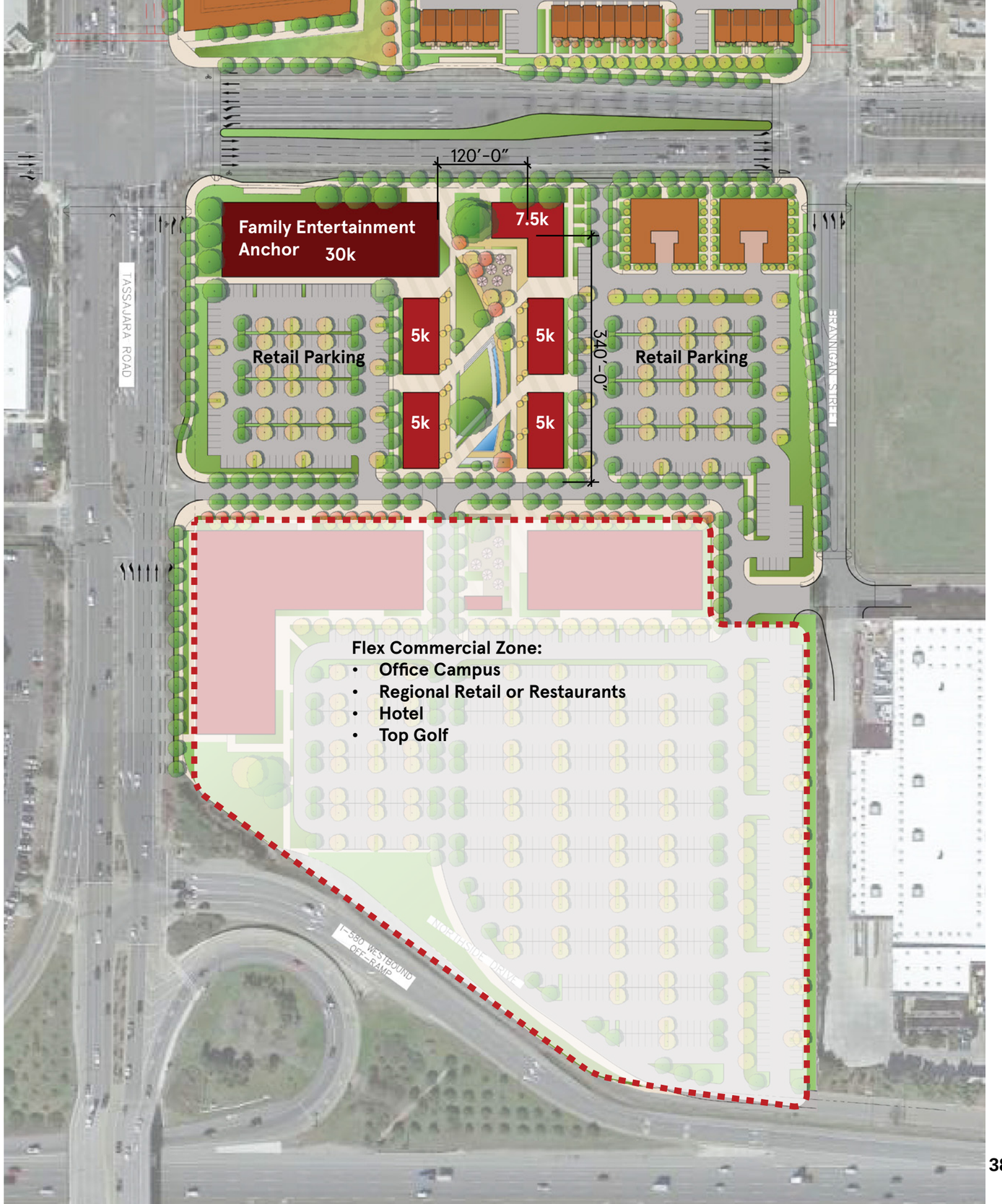




Examples of Affordable Housing courtesy of Pyatok Architecture

A Pedestrian Focused Entertainment District:

- Central Plaza - Approx. 120’ x 340’
- 55,000 to 60,000 sf of retail, restaurants, entertainment
- Ample space for restaurant seating, plaza seating
- Plaza comprised of diverse seating options, spatial experiences, caters to variety of group sizes, all ages
- Space for outdoor music and performance
- Seasonal Programming and Events
- Freeway + Dublin Boulevard access and visibility open’s door for higher rents and national tenants
- Parking Areas large enough for future parking garages and increased commercial development (if market supports)




DUBLIN CREAMERY
phone korean
WILD FLOUR CAFE
DIABLO GRIND





Design to Gather


TASSAJARA BOWL
DUBLIN BREWERY
Fine Looks
Chez Nous
TASSAJARA PLACE
DUBLIN PIZZA COMPANY









Design to Play

RESOLUTION NO. 22 - 02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING THAT THE CITY COUNCIL APPROVE THE PREFERRED PLAN FOR THE SCS PROPERTY (PLPA-2021-000012) APNs 985-0051-004, 985-0051-005, 985-0051-006, 985-0052-024, AND 985-0052-025

WHEREAS, on August 18, 2020, the City Council denied the At Dublin project on the SCS Property without prejudice and directed Staff to leave the General Plan Amendment Study open and work with the property owner to conduct a community outreach process to gather input on the future use and development of the property; and

WHEREAS, in response to the City Council's direction, the City released a Request for Proposals seeking the services of qualified consultants with expertise in land use planning and community engagement to assist the City with a public outreach process; and

WHEREAS, on March 2, 2021, City Council authorized the City Manager to execute a Consulting Services Agreement between the City of Dublin and ELS Architecture & Urban Design to assist the City with a public outreach process and prepare a Preferred Plan; and

WHEREAS, June 24-29, 2021, the Urban Land Institute held a Technical Advisory Panel (ULI TAP) and provided their findings and recommendations for the SCS Property. The ULI TAP included input and recommendations on land uses that optimize the synergy between land use, economic development, and community compatibility for the SCS Property; and

WHEREAS, City Staff has worked with ELS Architecture & Urban Design and their consultant team to engage the community in a variety of ways to gather maximum input. The Community Outreach process included development of a website to serve as the centralized place for project information, community surveys and announcements, three Community Advisory Committee, three Community Meetings, three Community Surveys and updates through Notify Me and social media; and

WHEREAS, the Preferred Plan considered feedback from the ULI TAP, community, City Staff and other stakeholders, financial and economic feasibility, and goals of the property owner; and

WHEREAS, the Preferred Plan as shown in Exhibit A, includes the following criteria as outlined below:

1. Market rate residential housing not to exceed 550 units.
2. Finnian Way and Aviano Way extended through the project site from Brannigan Street to Tassajara Road.
3. Finnian Way frontage limited to commercial uses on the ground floor, which may be provided through a "Shop House" concept with substantive commercial space (not less than 400 square feet).

4. Housing types throughout the site that vary with entry level housing, affordable housing, and family housing. Types range from traditional single-family homes, courtyard homes, town homes and affordable apartments.
5. A Public/Semi-Public parcel dedicated for affordable housing.
6. A town square concept to anchor the shops and restaurants on Finnian Way. The town square is located on the grand paseo opening views to Mt. Diablo. The paseo connects the square to the residential areas south and north of Finnian Way.
7. An entertainment district south of Dublin Boulevard set around a large pedestrian plaza (roughly 120 feet by 300 feet) creating a regional dining and family entertainment destination; and

WHEREAS, implementation of the Preferred Plan would require approval of a General Plan and Eastern Dublin Specific Plan Amendment, Planned Development Rezone with a Stage 1 and 2 Development Plan, Tentative Parcel Map, Site Development Review Permit and Affordable Housing Agreement; and

WHEREAS, approval of the Preferred Plan is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies) in that approval of the Preferred Plan would not have a legally binding effect on later activities.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this Resolution.

BE IT FURTHER RESOLVED that the City of Dublin Planning Commission does hereby recommend that the City Council adopt the Preferred Plan for the SCS Property as shown in **Exhibit A** with the added recommendation to include for-sale inclusionary units integrated within the project in addition to the affordable housing site.

PASSED, APPROVED AND ADOPTED this 25th day of January 2022 by the following vote:

AYES: Benson, Grier, Thalblum, Tyler, Wright

NOES:

ABSTAIN:

ABSENT:

DocuSigned by:
Kathryn Grier
3EAC72E0ACF74BD...
Planning Commission Chair

ATTEST:

DocuSigned by:
Kristie Wheeler
9EDB9DB87234493...
Assistant Community Development Director

Amy Million

From: Tim Sbranti <tsbranti@gmail.com>
Sent: Wednesday, February 9, 2022 5:20 PM
To: Amy Million
Subject: Comments for 2/15 City Council Meeting

Hi Amy-

Please pass along my email below to the Mayor and City Council for their consideration at next week's meeting. Thank you.

Tim

Dear Honorable Mayor and City Council-

I am reaching out today as someone who was involved in planning of the SCS area for nearly 12 years during my time as Dublin Mayor and Council Member, lived in the neighborhood for nearly 7 years, and most recently served on the SCS Community Advisory Committee, I wanted to reach out today to share my perspective and ask for your support of the Planning Commission's unanimous recommendation to adopt the Preferred Plan.

The Preferred Plan has several benefits. First and foremost, it creates the potential for a vibrant "Main St." style ground floor commercial development by extending Finnian Way from Brannigan to the Waterford Plaza. This type of concept is not found anywhere else in our city, and I am pleased to see a substantial amount of commercial space frontage along with a town square concept to anchor the shops and restaurants on Finnian Way.

Located on the grand paseo opening with views to Mt. Diablo, this also connects the square to the residential areas south and north of Finnian way, which is something I surely would have taken advantage of during the many years I lived in the adjacent Dublin Ranch Villages. Pedestrian-oriented connections to Tassajara Road and ultimately Emerald Glen Park that the neighbors can take advantage of is further enhanced with the extension of Aviano Way. The overall sidewalk and related infrastructure enhancements will be a vast improvement over the current unimproved semi-rural conditions of Central Parkway, which will be completely inadequate for connecting to Emerald High School the moment it opens.

Beyond the immediate benefits to the neighborhood, the entertainment district that is envisioned south of Dublin Boulevard set around a large pedestrian plaza creates a regional dining and family destination center in one of the region's most visible and accessible locations with direct access off of I-580. There is a lot of potential for multiple high-profile attractions which can enhance Dublin's prestige, generate revenue, create jobs, and lead to greater investments and opportunity in our City.

Personally, I would have preferred to see more housing on the site. However, after much deliberation the Community Advisory Committee settled on a fair compromise to make a recommendation not to exceed 550 market-rate residential units. These housing types will be at different price points to meet different preferences and needs, including entry level housing, affordable housing, and family housing with lower density single-family homes, courtyard homes, townhomes, and affordable apartments.

I recognize that some residents in our community are strongly opposed to housing or want to limit it as much as possible. However, given the depth of the housing crisis we are facing, the reality is we have a responsibility to both present and future generations who wish to call Dublin home to provide opportunities for upward mobility, particularly on prime and centrally located properties as the one being discussed this evening. As someone who currently does some

consulting with the Innovation Tri-Valley Leadership Group, the number one challenge we hear from local employers that is limiting their ability to attract or retain a talented workforce is an inability to find housing for their employees. The numbers put out by the Silicon Valley Leadership Group and Bay Area Council paint a similarly grim picture of the future of our region if we continue to fail in our obligations to provide a mixture of affordable and market rate housing. In addition, as someone who works at Dublin High School and serves as a Trustee for the Chabot-Las Positas Community College District, I see the frustration from those who grew up here that realize they are being priced out of the opportunity to remain in Dublin given the low supply and high demand of housing. This frustration will not be completely solved of course through the Preferred Plan, but it does help to address the real need that exists.

I also want to point out that the original plan for the SCS property contemplated 261 units, while the "Promenade" property where Emerald High School is being constructed called for 181 units for a total of 442 units. Thus, the total of 550 units being contemplated now for the neighborhood is within a very similar range. For a mere 108-unit increase, the Preferred Plan provides all of the amenities described above. Furthermore, traffic mitigations have already been put in place for 442 units. If you combine the 442 units and over 1,000,000 square feet of commercial growth originally envisioned between the SCS property and current Emerald High School site (formerly the Promenade), traffic will be significantly reduced with the Preferred Plan from the original EDSP. In addition, there will be less demand for water with the reduced development currently being contemplated for the site as well.

Some argue the schools are overcrowded and cannot handle more growth. The reality is if you take a closer look at the enrollment numbers for Dublin USD, it is already beginning to level off and is not increasing nearly as much as in previous years as the city approaches build-out. In fact, I think Emerald High can benefit from the infusion of students this project may generate, as otherwise both Emerald and other schools in the EDSP may soon begin seeing declining enrollment in the not-to-distant future. Declining enrollment over time leads to budget cuts and reduced educational services, something our students cannot afford.

Others argue that they want to see the amount of commercial square footage that was part of the original vision (or something approaching it). Please keep in mind that 900,000 square feet of commercial envisioned for the SCS in the EDSP is greater than the size of the Livermore Outlets, which hardly seems appropriate at this juncture. Even if you cut that amount in half, that would still be larger than Hacienda Crossings. The question I would pose to the Planning Commission is whether commercial developments of either size are appropriate. I would argue it is way beyond the scale for an in-fill site (which is what SCS is at this point), and even if we said we wanted to hold out for this larger grand commercial vision, the reality is that the market no longer will support that level of commercial development. There was already a growth in e-commerce and a decline of brick-and-mortar commercial before the pandemic.....trends which have only been exacerbated in the last 2 years.

In the final analysis, this is the last and best chance to connect and complete the Dublin Ranch community and the center of the EDSP. The Preferred Plan is one that the market can actually support. Further inaction and waiting for something better to come along will likely lead to ABAG and/or state-mandated housing construction that may double or triple the unit count of what is currently being presented.....with very few of the amenities the Preferred Plan before you tonight offers.

Thank you again for your consideration of these comments and best of luck to you all in your deliberations. Please feel free to contact me if you wish to discuss further prior to your meeting.

Sincerely,

Tim Sbranti
Former Dublin Mayor

Amy Million

From: Dean Barnes <debarnes707@yahoo.com>
Sent: Wednesday, February 9, 2022 1:01 PM
To: Amy Million
Subject: CAC member disagrees with proposals for the Dimanto property along Tassajara and Dublin, Blvd, Gleason area

Hello Amy,

I am writing to voice my opposition to the proposals from the CAC committee of which I am a member to be provided to the council as I won't be able to attend the city council meeting.

I did not select any of the choices provided to the CAC, not sure how other people felt either as I did not reach out to anyone to discuss outside of our meetings. I think the city should inquire as to how many in the committee were in favor and how many in the committee were against each option rather than suggesting we chose one option as that was not how the material was presented. When we first met for the CAC, I suggested that anything over the vested amounts (which seemed to be a reluctantly shared metric by the research firm) that the community would not get behind it as they haven't in the past. I think selecting 500 homes is just another attempt that was made a couple of years ago to build 500 homes where only 266 or so are all that are required to build and I kind of felt that this is where we were going to be led from the start. The residents already rejected those 500 homes - why do you feel that 500 homes again will win this time? The city council thankfully rejected that, listening to homeowners, but have again, made attempts to bring the project back with too many homes.

The research firm summarily dismissed less home options by suggesting more homes allows for subsidized/more retail and I believe that our committee has not done our collective due diligence in coming up with a community solution that benefits an already over stressed infrastructure that's lacking real walkable retail - a last opportunity to build a gem in east Dublin - an opportunity for the council to build a retail establishment the city, and council members, can take pride in. A solution that represents the constituents of the council. I also think that the city's approval to add 500 more homes nearby to a property that had zero vesting, should be cause for concern in the committee as that should have been discussed in coming up with ideas for this project - to identify how more homes around the area impacts our design and build out goals. That between that property and what is being suggested as the middle ground of 500 homes on this project is adding 1,000 homes to this community for these two projects (as proposed). We have water shortages, I'm concerned about safety (someone walked up and stole a bike from my neighbor's front yard over the weekend, not enough police), we have school overcrowding (even the school spoke against those 500 homes the council approved in Nov 2021), and the city didn't listen, now the residents are petitioning to overturn that decision. Additionally, the city allowed the developer to pay in-lieu of fees to side step required affordable housing and I fear it could be done just as easily on this project. You always sell affordable housing as a reason to allow more homes, then let the developer shirk that responsibility.

I'd like to share with you some data I pulled from the Internet:
* Pleasanton, CA. is 24.27 square miles with 81,717 people (according to 2019 data) or 3,366.99 people per square mile
* San Ramon, CA is 18.72 square miles with 75,648 people (according to 2019 data) or 4,041.02 people per square mile
* Livermore, CA is 26.45 square miles with 89,699 people (according to 2019 data) or 3,391.27 people per square mile
* Dublin, CA is 15.23 square miles with 61,240 people (according to 2019 data, and we've definitely added since then) or 4,021.01 people per square mile.

Why does our city continue to propose we stuff more people into Dublin? Is there a prize if we fit the most people in our city? It would seem to me that Dublin and San Ramon has built their numbers up and it's time for surrounding cities to build more to accommodate housing shortages. Dublin should not be the city to solve the state shortage and it's time for the council to protect Dublin and not allow it to be ruined by overdevelopment of residential units. I'm also concerned that with state and local practices, people (and businesses) are leaving the state in record numbers. How will empty housing positively affect our city? How will declining property values due to flooding the market with more homes and declining population benefit our community? According to KTLA, from July of 2020 to July of 2021, California lost another 173,000 residents. According to ppic.org, California has lost 300,000 residents from January 2020 to July 2021.

I am concerned with the data collected in the committee and how the research firm will share their data with the city. I am concerned about validity of the results - was each person in the survey validated - do they live here (real person, real

address). It would be easy for some with alternate plans to sway the survey in the manner in which they wish to lead us (not accusing anyone, just saying anonymous or unchecked surveys have that concern for me). For the 500 homes the residents fought against just recently in Nov 2021, the city said the absence of a majority of homeowners means that overwhelmingly, Dublin residents wanted those 500 more homes to be built (a fact that is not verifiable just because people didn't show up - I didn't show up, my neighbors didn't show up, and we are opposed to those 500 homes). I fear the survey results could be misused in the same manner if the city council feels that survey results reflect actual residents and business owners or a majority of them when the survey does not represent that - I fear the council will incorrectly make assumptions from the survey data and not properly research the issues that are affecting our community. I am concerned that the city refused to open the outdated master plan. I am disappointed with the results here and I don't feel that concerns were adequately addressed with regards to the homes and the community. I am concerned that the city council always hid behind the developer friendly school board who never spoke out against adding more homes stating that "well, the school didn't speak up, so there must not be a problem". Okay, the council pretends to be blind and hide. Okay, so Nov 2021, the school board finally speaks up, and what does the city council do? The approve more homes anyways which just tells me you used the school board as an excuse in the past to push more homes and had they complained, you would have approved more homes anyways.

In the end, the research company drew up what we already rejected in the community for the former At Dublin project, 500 homes. I have to be honest - I oppose anything more than the required number of homes - we have too many already. Just this week, I was stuck in Dublin Blvd/Tassajara intersection because the freeway traffic lights backed up and I couldn't see around the traffic/cars in front of me to avoid getting stuck in the intersection. We are overcrowded - how can you not see that? Adding more retail will bring more crowds, true, but those crowds will leave and go home, may not be there when we take kids to school in the morning or go to work, or come home.

I am opposed to more housing and I don't understand why the city would consider adding more homes than required and question decisions made by our elected officials when those in attendance of meetings have spoken against these things. I just don't understand. I wish we could have had more time to come up with more community supportable options with less housing but I feel like I am being forced into and sold on the idea that building more and more homes is a foregone conclusion and thus I'm not sure how much value we provided to the committee overall as it feels like this was already decided - we are just here so the council can check a box and say "See! Even your own peers and residents said they want 500 homes!" That's NOT what I said nor did I agree to it but that's how the data is being skewed towards.

Ryan from the research firm said in a follow up email to my concerns that "[the firm] received 9 out of 14 CAC members supporting the mid scheme in task C (5xx homes) and a directive from the City Council to move forward with the mid option"

In my opinion, I felt like the low option was under developed for retail and looked barren and bereft of retail with the purpose of showing that more retail requires more homes - meaning if you want more retail, you need to sell out and can't get away with less homes. I felt like the high option (over 600+ homes) was placed to push you into the mid option which showed the mid option as a balance of pushing 5xx homes to get the desired results for retail and push the previous agenda of 500 homes anyways like trying to put a dress on a pig. How do other cities get away with building classy retail developments (i.e. Bishop Ranch - I know many residents in Dublin who go over there to shop/spend the day - heck I know many residents who park and walk down Pleasanton main street because our city has failed to deliver something like that here.), and we are stuck with the 'want retail? You need to add more homes' scenario? I think the city needs to reject the proposals. The developer only has rights to build 2xx homes and that's all you have to approve and you can force the developers to build quality retail if they want to have you approve those 2xx homes. If that means we have to sacrifice retail because we are forced to, then so be it. I would be derelict in my duties representing my community and neighbors who have voiced time and again opposition to more homes due to overcrowding if I went along with 500+ homes while being wooed with the promise of retail establishments. We don't do justice forcing homes for the prospect of retail. I don't like feeling forced into a decision like that. In addition to being vested with 2xx homes, they also have to build retail as part of the package as I recall, so they would owe us that as well - not like they are doing us some favor building retail - it's the land's designed usage. It would be in the developers best interest to build quality retail to sell their 2xx home scenario. It would be in the city's best interest as well to make Dublin stronger, look better, and receive the support of residents. We're the joke of surrounding cities. Look at the sardine housing you all approved and put over where the military base was along Dublin Blvd (across from Bart). I'm ashamed driving through there because it's just so cramped. There's no liveliness, no yards, and doesn't feel inviting. If you look at that tiny shopping center there, if you've ever been there, where Whole Foods is, parking is terrible, it's overcrowded, and the parking spaces are cramped as well. Adding more homes and small amount of retail with no parking and we exacerbate the problems of overcrowding, once more to say nothing of inviting freeway traffic to stop by and shop if it's overcrowded - they'll just move on to some other place.

Again, I didn't feel like I had a choice here - I felt like the three options were tailored to force most into the middle option. For me, personally, I don't want to pick from the three because there isn't one that I prefer or can get behind. Option 1 with 2xx homes has too little retail. Option 3 has way too many homes, and for me, the middle option is a sell out to push more homes to gain much needed retail, thus I honestly can't get behind any of them. I also question the decision of at least nine of my peers who supposedly agreed with the middle option for 5xx homes. Did any of them pick that option because they felt they had to pick one and didn't have any other option to reject all three? For me, I don't see how more homes forced on us to get retail is the best decision and I am left with the decision to respectfully reject all three as none of them contain the fit our community needs right now. We need less homes and more retail and I feel the city places obstacles on prospective businesses to make it less appealing for them to setup shop here. One of my neighbors commented one time that a buddy of theirs wanted to open up a bar in Dublin but said the fees, the hurdles were so ridiculous that they went to Livermore and Livermore practically rolled out the red carpet for them and they opened up there. We had a chance for Tesla to build a warehouse/factory here and our city blew that too. Why do you only see residential housing as the option and don't give me the line about property tax revenue. If you over build and real estate crashed due to the exodus of the populous - your real estate property taxes will decline. Retail is the only regularly sustainable income in this matter because through bad times and good, people still need to shop, eat, and buy things.

Don't make us go get more signatures again to overturn your decisions that fail to listen to residents. You waste our time and the community doesn't forget that. I mean no disrespect, but I am just so tired of the council continually approving more and more homes despite opposition to them. Destroying commercial land and adding more and more homes. Our safety is being threatened due to overpopulation. Our open land spaces are disappearing. Our water is becoming more scarce. You have the power to make positive changes. Please, do what's right here and don't approve more homes. Help us save our community, our city. Help make Dublin's last opportunity something our city can be proud of. The community would remember you for that too.

thank you,

Dean Barnes

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DUBLIN
CALIFORNIA

City Council Meeting 3

PREFERRED PLAN

February 15th, 2022

With you tonight

City of Dublin:

Amy Million, Principal Planner

City Consultants:

Ryan Call, ELS

Jane Lin, Urban Field Studio

Frank Fuller, Urban Field Studio

Christine Firstenberg, RRER

Bob Donnelly, Bernese Lane Partners

Debbie Kern, KMA

Guests: Landowner Representatives

Kevin Fryer and Bo Radanovich

FEBRUARY 15TH, 2022



Project Schedule

Existing Conditions	Community Brainstorming	Vision Options	Preferred Vision
Spring 2021	Summer 2021	Fall 2021	Winter 2021 - 2022
		01/06	CAC Meeting 3
		01/12	Community Mtg. 3
		01/25	Planning Comm.
		02/15	City Council

Develop a preferred plan from feedback on Vision Options

Tonight’s Discussion

- Engagement Process
- The Preferred Plan
- Community Feedback

Next Steps & Recommendation

FEBRUARY 15TH, 2022



Why are we talking about the Future of the SCS Site?

2015
Summerhill Homes

- 402 units
- 69,000 sf of commercial on PA-2
- 364,000 sf of commercial on PA-1 (not part of proposal)



2018
Shea Properties

- 665 units
- 400,500 sf of commercial



2020
Shea Properties

- 566 units
- 240,000 sf of commercial



PA-4
Single-Family Residential

PA-3
Single-Family Residential

PA-2
Medium-Density Residential
Including 55-and-older age-restricted single-family homes

PA-1
Mixed Use
Including 75,000 sf hotel with 155 rooms, 40,000 sf medical office building, and 125,000 sf for retail uses

Summary of previous development proposals. [G]



We are developing an actionable Land Use Plan for the SCS Site (not a development plan).

SCS Land Uses

As referenced in the EDSP, the SCS Property was intended to be hub for regional and community retail, including a major community shopping center.

From the EDSP:
The General Commercial area, which extends along Tassajara Road, is intended to include uses with a broader market area and a greater orientation to the motoring public, including a full range of regional and community retail, service, office, and restaurant uses. Ideally, a major community shopping center, with supermarket, drug store, hardware store, liquor store, and other supporting retail and service uses would be located in this area.

The Commercial Development of this site would represent approximately 900,000 sf of commercial space with 4,000 parking spaces. Additionally, the residential development would result in approximately 261 Residential units with 500 to 600 parking spaces.

The multitude of residential land use designations and small parcel sizes have further discouraged development in accordance with the original vision.



City Council Vision: Build the foundation for a better project at the site

Give the community a voice	Gain a better understanding of trade-offs	Become more familiar with the development process	Build Consensus through a public engagement process	Build a plan based on community input

Only realistic, economically viable, and physically feasible options were developed as choices.

City Council Vision: Build the foundation for a better project at the site

Give the community a voice	Gain a better understanding of trade-offs	Become more familiar with the development process	Build Consensus through a public engagement process	Build a plan based on community input

Consultant Team

Including experts in development, urban design, economics, retail, housing, and affordable housing.

ULI Technical Advisory Panel

Panel included development advisors, affordable housing developers, economists, and land use experts.

Community Advisory Committee

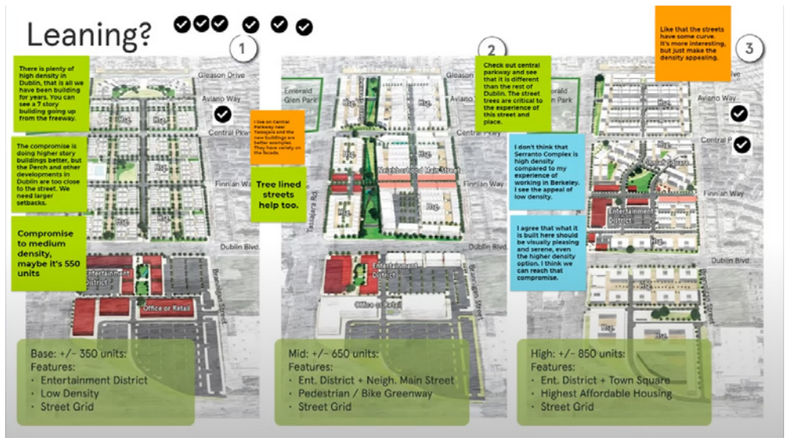
Committee included Dublin Residents that own homes, rent homes, work or own a business near the area.

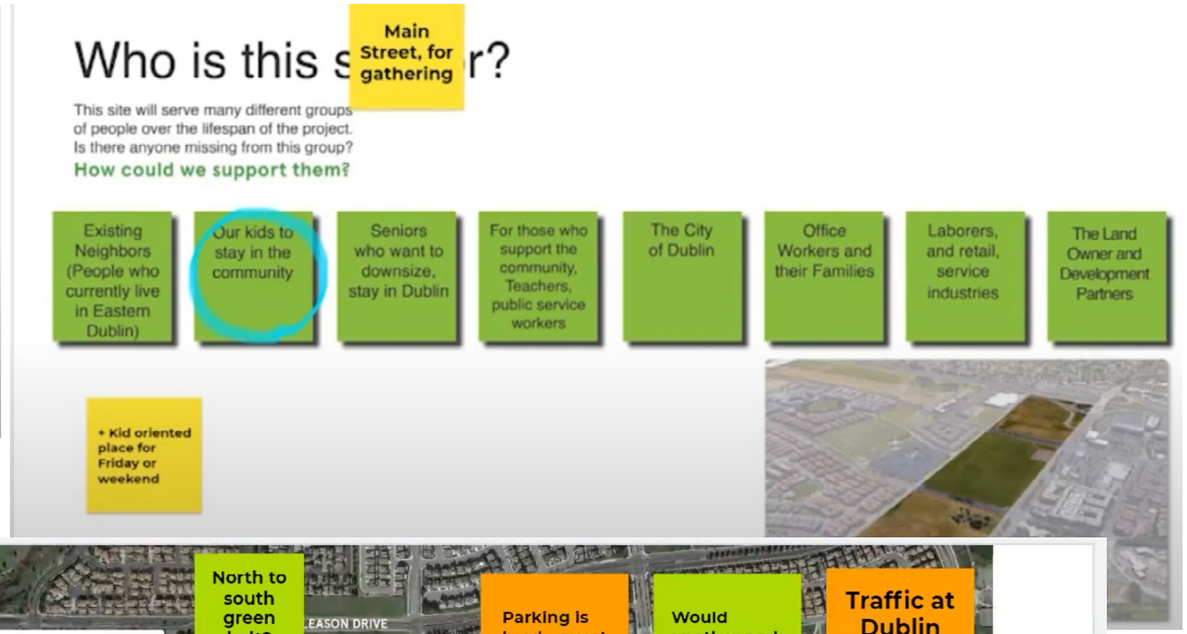
Online Community Meetings and Surveys

Website: https://courbanize.com/projects/scsproperty/information
Three online Community Meetings and three surveys were used to gather feedback.

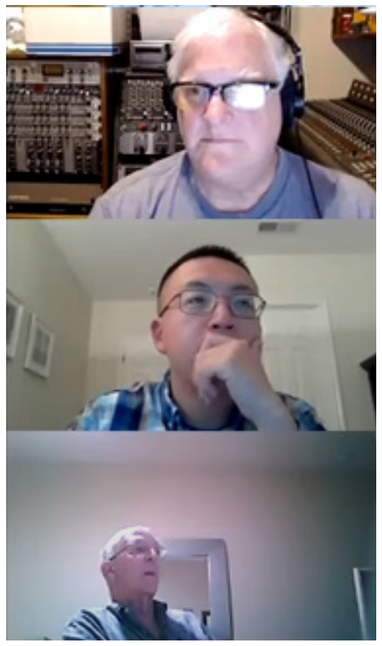
Checking in with the Property Owner

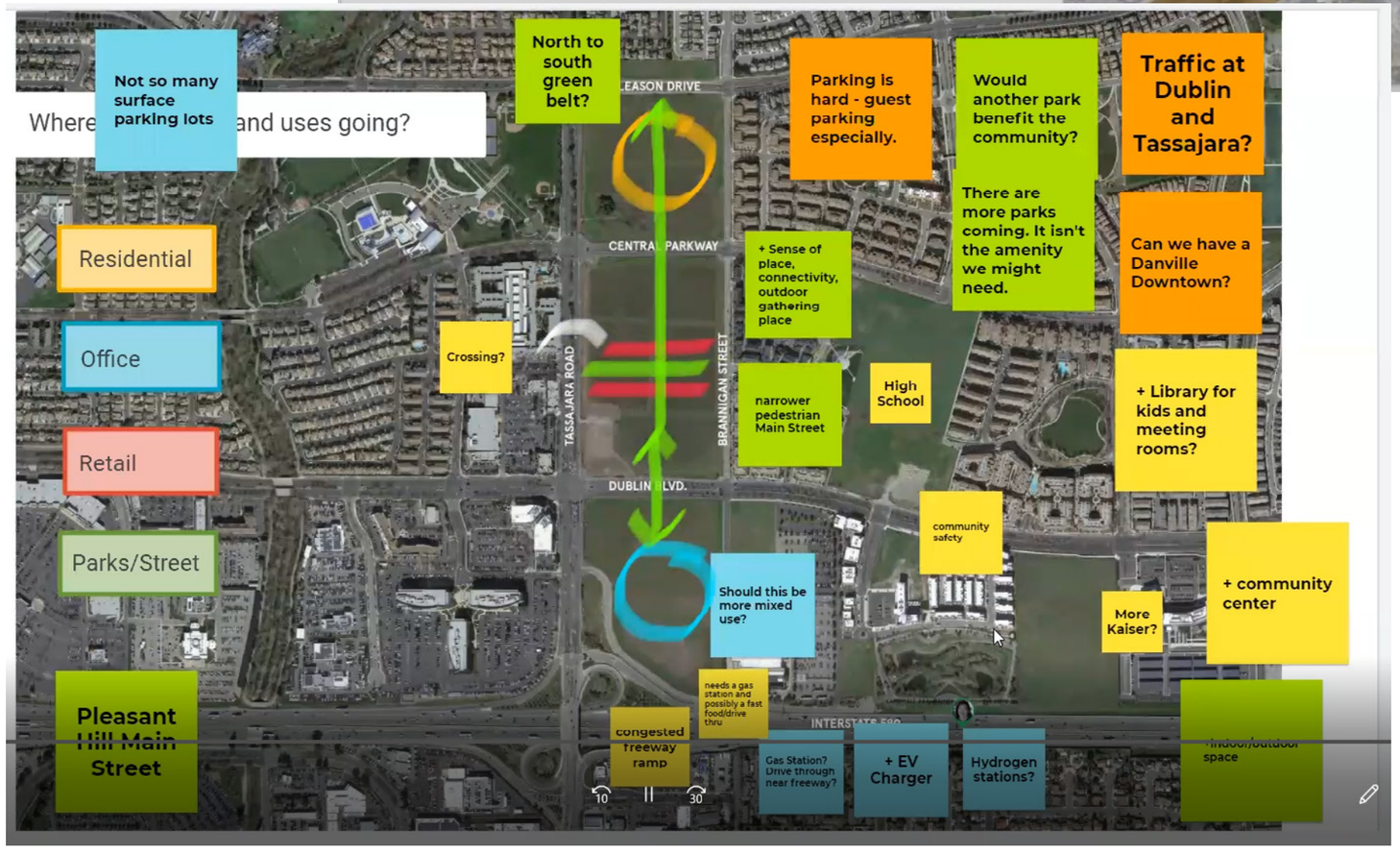
Community driven ideas were presented to the property owner's team to test what elements of the plan were "on the table".

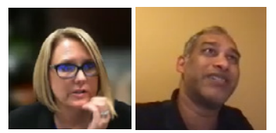












Kid friendly - with access to eating amenities nearby gathering play space



City Center? Keep Dublin Residents here.

+ Sense of place, connectivity, outdoor gathering place

How did we get feedback?

Public Meetings

3 Community Meetings w / Interactive Breakrooms

3 Planning Commission Meetings

2 City Council Meetings

Community Advisory Committee

4 CAC Meetings

Small group of diverse community representation.

4 zoom meetings total

One on One Phone calls

CoUrbanize Comments Online Surveys

Additional way to particpate

Identify themes or areas that are important

Detailed Comments

Not a ballot!

Community Voices

Lets be careful to consider the difference between parks and natural open space

Office space is obsolete - retail is struggling, how do we convince people to embrace what can be built?

Housing is too expensive! We need to require more affordable housing.

Dublin's culture is diverse, and getting more diverse. How can this development respond to these cultural forces?

Green space is breathing

More development causes more traffic.

Are we engaging the right population? What about the voices of the people who want to live here but can't afford it.

How do we attract boutique spaces, small businesses, non-profits? What about incubator spaces?

How do we get foot traffic across Dublin Blvd.?

Are we going to have two downtowns?

We need to fill in the retail we already have, many centers are in need of an update. We have so many vacancies.

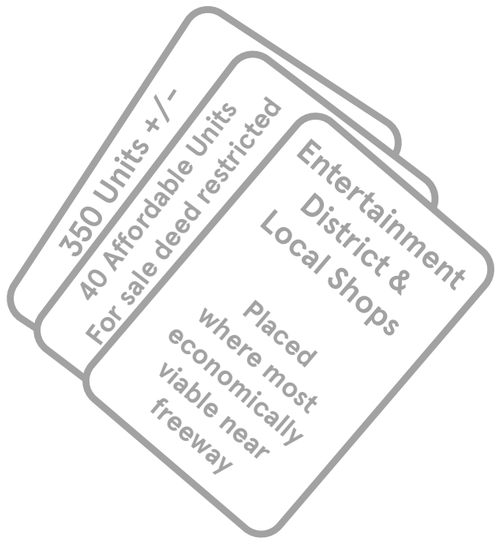
How do we capture the "intangible" people want on this site?

We are concerned about the over-crowding of schools!

We need to bring work and play together. Can retail spaces be flexible to serve other uses such as office?

The Options

Base



Mid



High



Opportunities

- This could be an opportunity to connect existing neighborhoods around the site
- This is an opportunity to right size and reconfigure the land uses with what the market can bear
- This is an opportunity to bring more services to the area

Constraints

- Market Constraints (especially for retail, hotel, and office)
- Desired Physical Scale
- Impacts to shared public services: traffic, schools, parks, etc.
- Expectations are high, but the ability to do something viable is limited

Design Feedback on the Options

PASEO +

Housing type too uniform

Paseo too internal

Street wall on Tassajara

BASE

MID

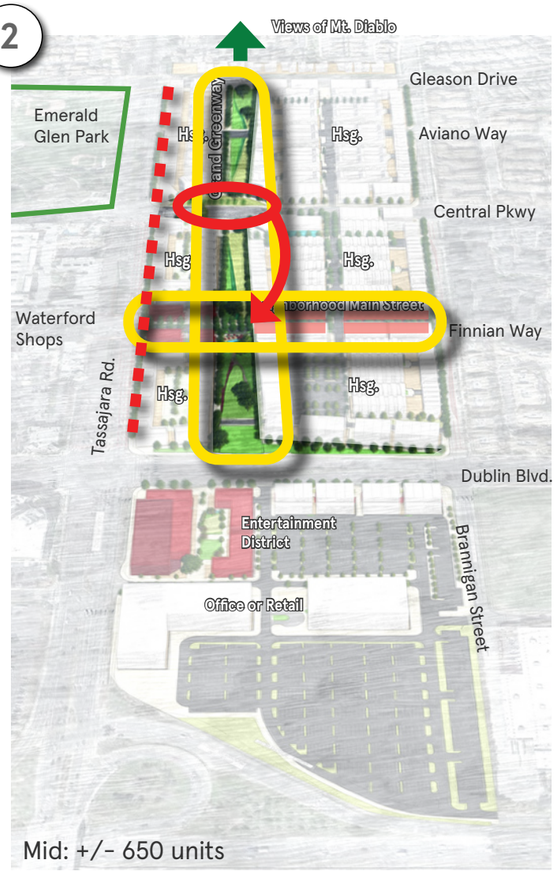
HIGH

1



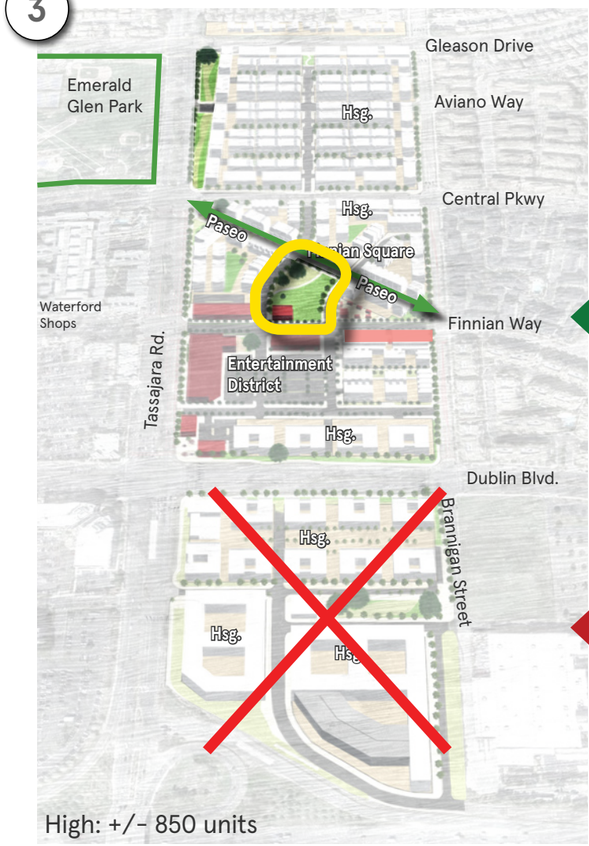
Base: +/- 350 units

2



Mid: +/- 650 units

3



High: +/- 850 units

– Missing retail north of Dublin Blvd

FINNIAN SQUARE +

\+ PREFERRED ENTERTAINMENT DISTRICT

Better for commercial uses

– Not enough benefits

\+ RIGHT BALANCE OF UNITS AND BENEFITS

– Too high

Preferred Plan Features

Integrate the Grand Paseo and Town Square

A town square concept has been added to anchor the shops and restaurants on Finnian Way. The square is located on the grand paseo opening views to Mt. Diablo.

Improve Visibility & Access to the Grand Paseo

Diablo View Drive now runs along the east side of the Grand Paseo creating greater access and activity to the public open space. The paseo now widens towards Tassajara Road inviting pedestrians and bikes off the major arterial onto the paseo. Generous bike and pedestrian paths will connect Gleason Drive to Dublin Boulevard.

Diversify Housing Types

Housing throughout the site has been varied with entry level housing, affordable housing, and family housing. Types range from traditional single family homes, courtyard homes, town homes and affordable apartments. The draft land use designations allow for a range of 500 to 550 market rate units and a 2.5 acre site for affordable housing (70 to 150 units).

Dedicated Affordable Housing Site

The Preferred Plan includes a parcel to be dedicated for construction of affordable housing. The site location, at the prominent corner of Tassajara Road and Dublin Boulevard, will serve as a gateway to the larger neighborhood. The site is large enough to allow a variety of affordable housing solutions, allowing the design and amount of the affordable housing to be tailored to the community's needs.

A Pedestrian Focused Entertainment District

The entertainment district south of Dublin Boulevard is set around a large pedestrian plaza (roughly 120' by 300') creating a regional dining and family entertainment destination.

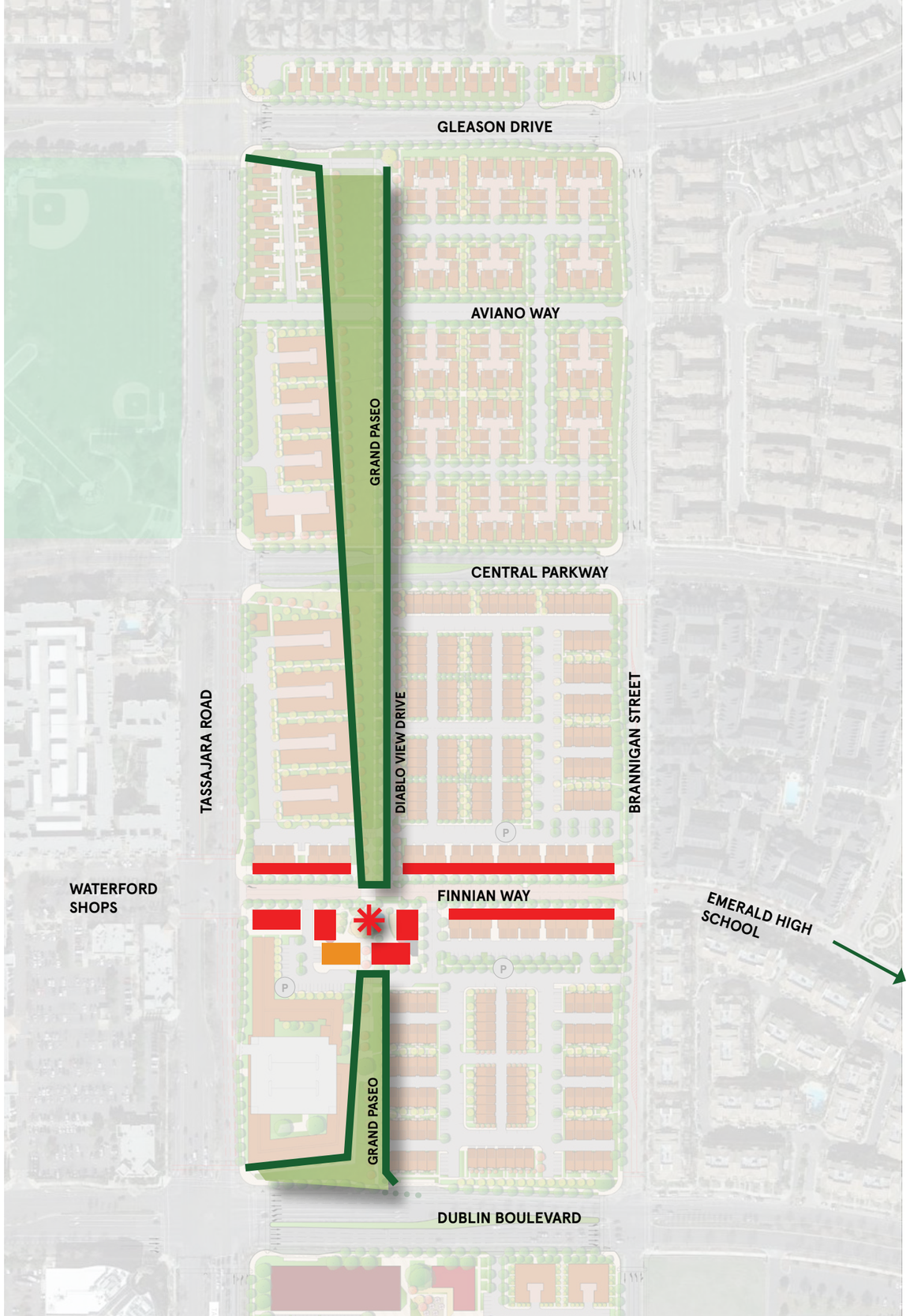


Integrate the Grand Paseo and Town Square Concepts:

- Design of the Grand Paseo has been changed to lead directly to a town square on Finnian Way.
- The Grand Paseo narrows as it approaches the plaza to draw people together and create a more social gathering space.
- The Grand Paseo varies in width from 35’ to 110’ wide.
- A walk along the Paseo will include a variety of activities, from retail, recreational, public gardening, and native plant / pollinator meadows.



Finnian Way Neighborhood Retail District is approximately 40,000 sf



Improve Visibility and Access to the Grand Paseo:

- Diablo View Drive (20 mph) accompanies the Grand Paseo providing street parking, access to the activities on the linear park.

- The southeast corner of Emerald Glen Park is an important connection point. Setbacks along the Central Parkway create a landscaped gateway to the Grand Paseo.

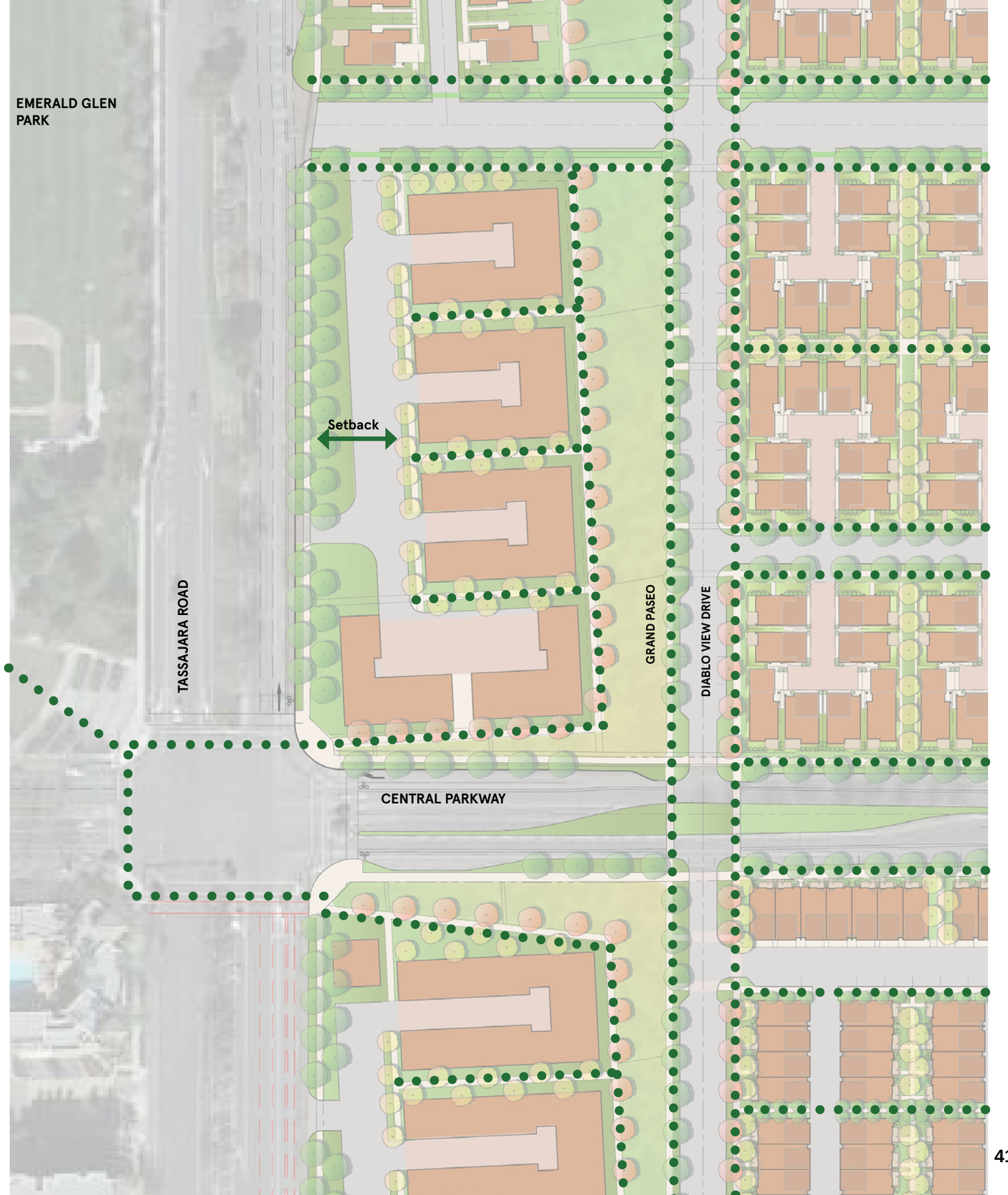
- The pedestrian and bike oriented Grand Paseo will serve the new development as well as the larger neighborhood giving an healthy alternative to driving to shops, restaurants, and schools.



The Grand Paseo widens towards Tassajara Road as it approaches Gleason Drive for improved access and visibility.



The SCS site is within a 1/2 mile of k-12 schools, a Safeway anchored shopping center, bus service, Emerald Glen Park and many other services. Bike access along the paseo combined with dedicated bike lanes on the Aviano and Finnian Way extensions will make walking, jogging and biking a fun and family friendly option.



Finnian Square







Finnian Square



Diversify Housing Types

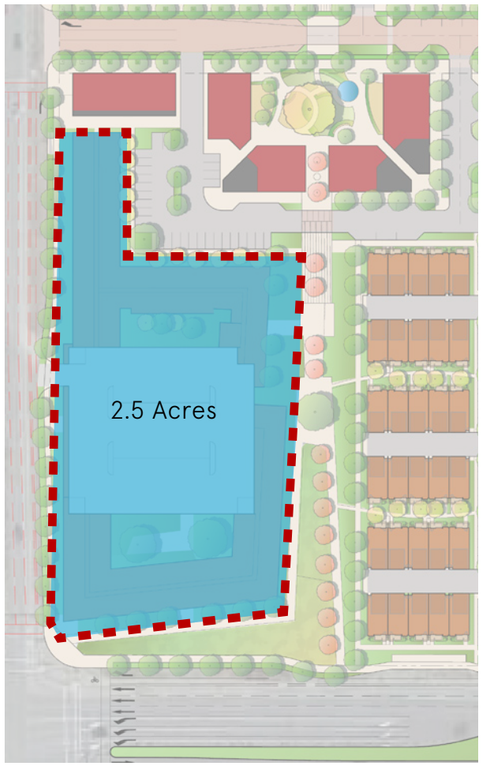
- The affordable housing and higher density townhomes are located closest to shops, restaurants reducing vehicle miles traveled and adding life to the retail district.

- The entry level townhomes consist predominantly of two bedroom units catering to first time buyers and those wishing to downsize. These are located convenient to Emerald Glen Park as well as the shops.

- Single Family homes are located centrally to the three schools: Kolb Elementary School (.6 miles); Fallon Middle School (.4 miles); Emerald High School (.5 miles).

- Shophouses will bring small shops and local businesses to the Finnian Way Neighborhood shops district.

Affordable Housing



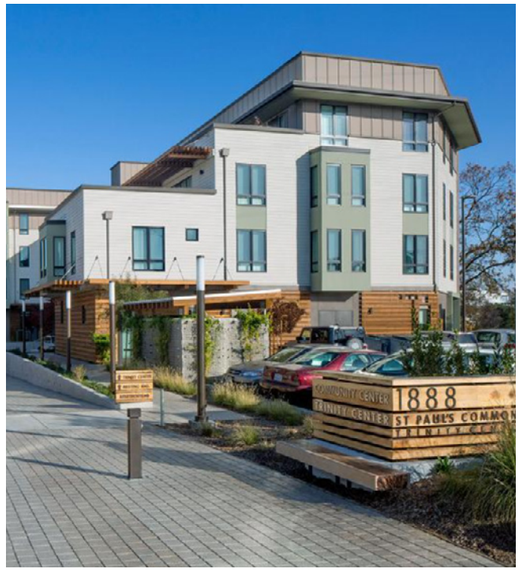
Dedicated Site Strategy

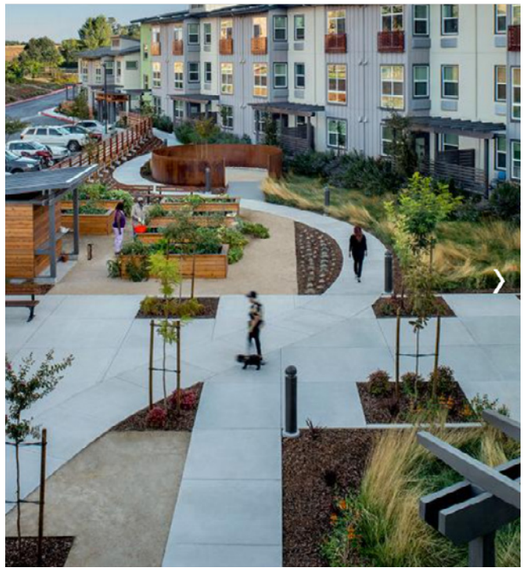
To maximize the affordable benefit and provide flexibility to respond to the City's specific Affordable Housing needs, our proposed strategy for the affordable housing requirement is to provide a large parcel to be dedicated to the construction of affordable units.

The site location, at the prominent corner of Tassajara Road and Dublin Boulevard will serve as a gateway to the larger district.

The site is large enough to provide a variety of solutions, allowing the design of the affordable housing to be tailored to the community's needs.

Depending on the type of product and construction type, the number of units could vary substantially and may be substantially influenced by the funding sources.



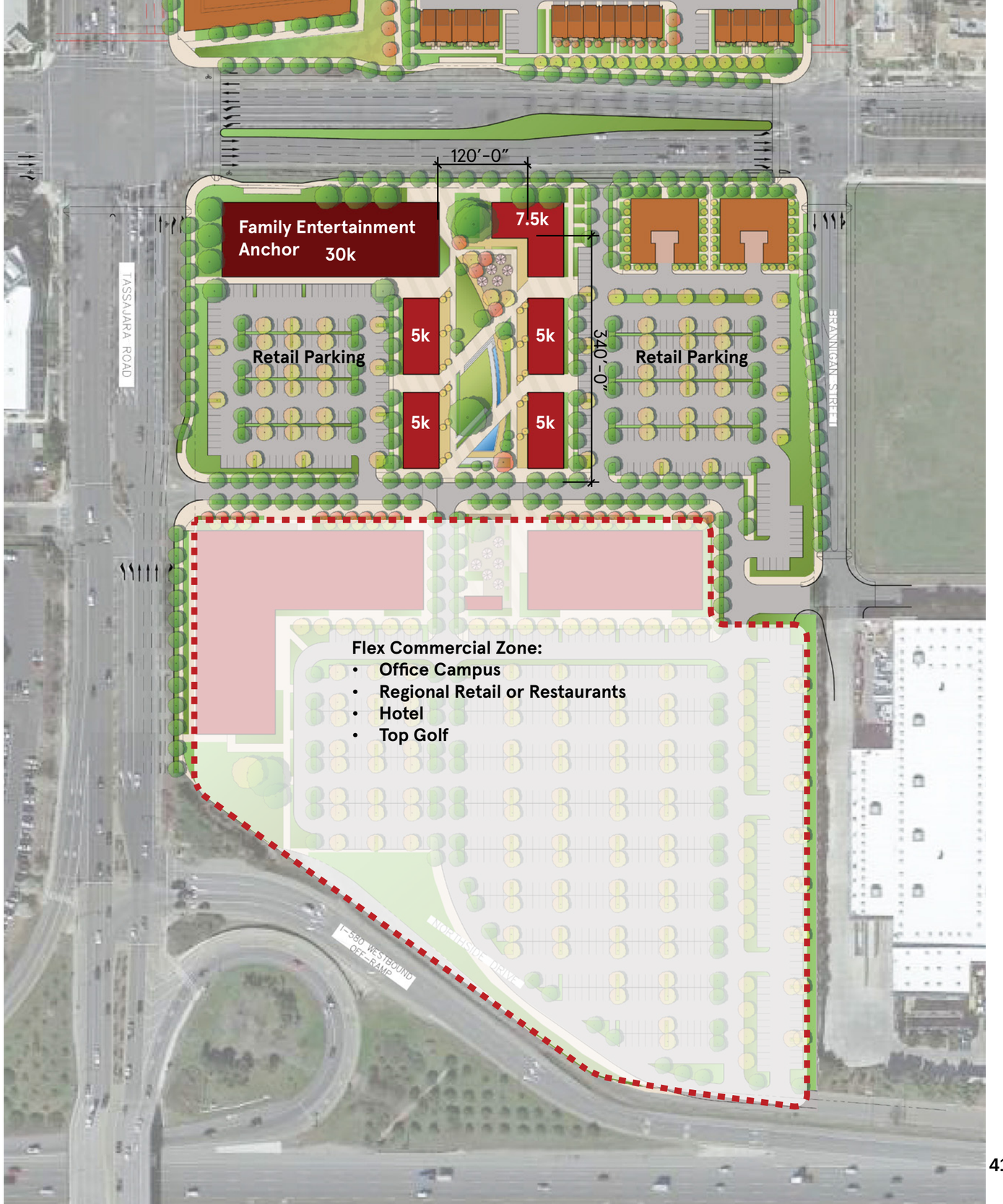




Examples of Affordable Housing courtesy of Pyatok Architecture

A Pedestrian Focused Entertainment District:

- Central Plaza – Approx. 120’ x 340’
- 55,000 to 60,000 sf of retail, restaurants, entertainment
- 100,000 to 300,000 sf of Flex Commercial development
- Ample space for restaurant seating, plaza seating
- Plaza comprised of diverse seating options, spatial experiences, caters to variety of group sizes, all ages
- Space for outdoor music and performance
- Seasonal Programming and Events
- Freeway + Dublin Boulevard access and visibility open’s door for higher rents and national tenants
- Parking Areas large enough for future parking garages and increased commercial development (if market supports)



Entertainment District









Entertainment District

Land Use Feasibility

Commercial Uses

Finnian Way District
42,000 sf Restaurants, Shops, and Services

Tassajara Place Entertainment District
57,000 sf Restaurants, Shops, and Services

+ 150,000 sf to 300,000 sf of Flexible Commercial development

Residential Uses

Affordable Housing
70 to 150 units (Depends on size of unit and construction type)

Entry Level Townhomes
Approximately 138 Units

Family Townhomes
Approximately 211 Units

Shop Houses
Approximately 40 Units (24,000 sf retail counted in Finnian Way District)

Entry Level Single Family Detached homes
Approximately 122 Units

Large Single Family Detached homes
Approximately 28 Units

Amenities, including retail, the Grand Paseo, plazas, streets, etc. determined the necessary range of unit counts.

Total Commercial
Ranges 250,000 sf to 400,000 sf

Total Market Rate Residential
Ranges 500 to 550 units (539 shown)

Total Affordable Residential
Ranges 70 to 150 units



Community Feedback

Areas of Contention

Areas of Consensus

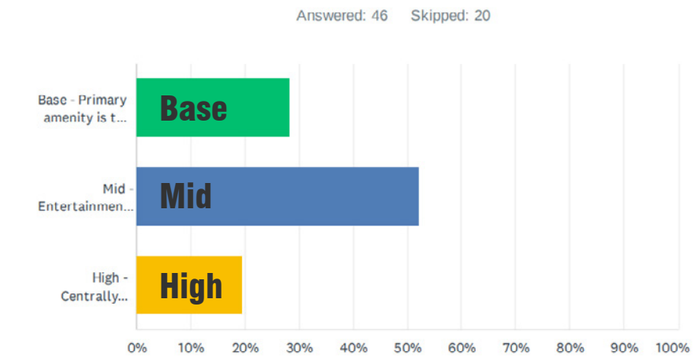
Focusing on Site Related Issues



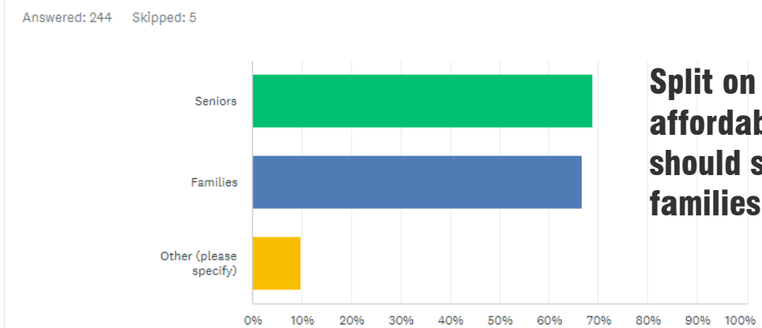
Areas of Contention

How much Housing are we willing to allow to get amenities?

Which viable options presented below is the best use of the SCS Property?

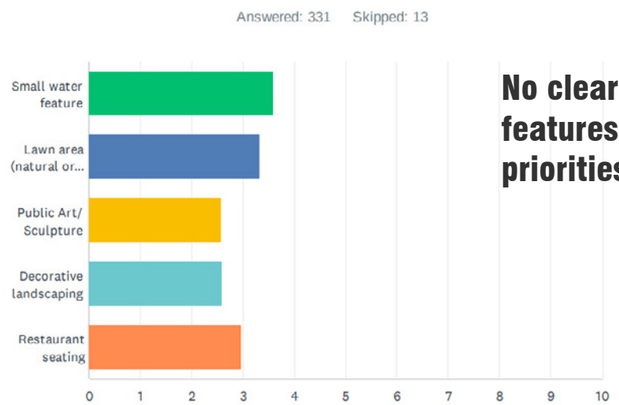


Regarding affordable housing, who do you think it should serve? (mark as many as you like)



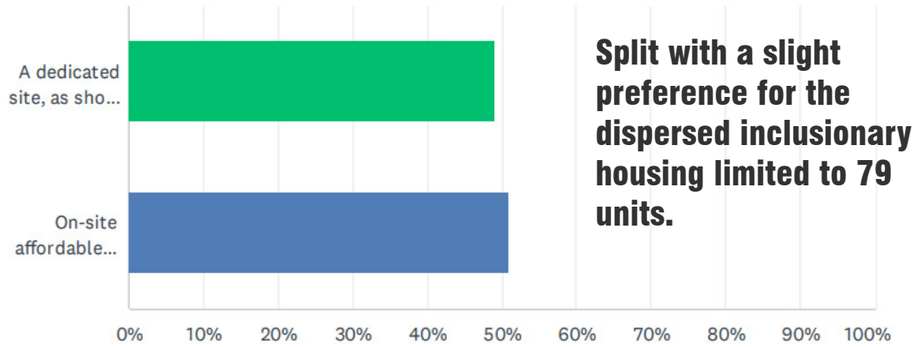
Split on whether affordable housing should serve seniors or families

Finnian Square is intended to be a neighborhood focused gathering spot and is intimate in scale. Considering the smaller scale, what plaza features should be prioritized?



No clear lead yet on the features that are biggest priorities.

Based on the 550 market-rate units that are needed to support the amenities desired, there is some flexibility on how much affordable housing is included. Which of the following do you prefer?



Split with a slight preference for the dispersed inclusionary housing limited to 79 units.

More Housing

Not dense enough! This is an excellent opportunity for a higher-density project that would create a large quantity of housing (both affordable and market rate) close to jobs, transit, and other amenities..

Criminally low amount of homes given the location. There should be large apartments that can fit families, instead of single family homes and rowhouses.

I like that there is housing but I'd prefer more and denser housing to create walkable neighborhoods for even more families and seniors

Retail/Dining

Please limit the number houses and more shopping and entertainment area, open and kids play area

More emphasis on the local small stores and restaurants. We could have a section for only local shops and restaurants.

General

It's a good plan with a balance for the community. I hope there will be small single story family

Thank you for all your hard work and for providing us the option to voice our opinions. I really like the plan and hope that it's going to be approved.

Design

I absolutely love the paseo bike trail and the fully separated bike lanes. This particular plan does a good job at showing sensitivity to the surrounding land uses.

Like the family entertainment district and Grand Paseo. Focus on making this a Dublin Landmark with large, meaningful and respresentative sculpture or architectural element.

Love the idea of Finnian Way being a central main street with protected bike lanes, the Grand Paseo, overall friendliness of the pedestrian / cyclist development, and housing to retail balance.

Why not mix housing types? Too suburban, isolating townhomes from single family etc.,

Housing and Schools

Like Grand Paseo walkway, entertainment district. Don't like too many housing. The area around is already overcrowded with dense housing.

Dislike the large number of regular market rate housing units. Like that there will be dedicated affordable housing.

Do like the main street, which Dublin desperately needs. Don't like that it has so much housing, which will lead to further overcrowding of

You need to build more schools if you want to build any housing

Too much single family housing, retail and entertainment to replace it

Need to see plan for schools to accommodate kids from 550 homes.

We should reduce housing in favor of more community space.

Concerns about schools and affordable housing

We are asking the City to require more affordable housing, they must do more.

Why are our schools over-crowded? Why did previous planning efforts let this happen?

Why isn't there more retail? We need more tax revenue. Housing is a burden.

Developers must support infrastructure and schools.

Can a Mello-Roos be used to support schools and infrastructure?

Can we have a mixed-use corridor with greater connectivity?

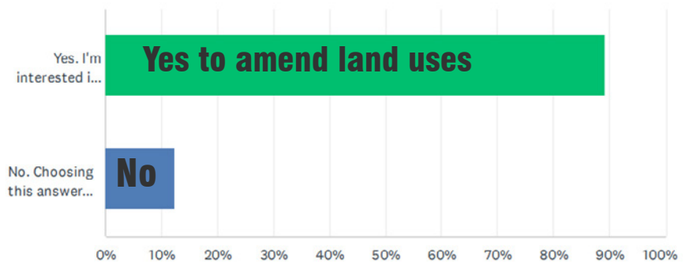
The affordable housing needs to be built on-site. In-Lieu fees should not be an option.

Areas of Consensus

Our Neighborhood Needs a Center

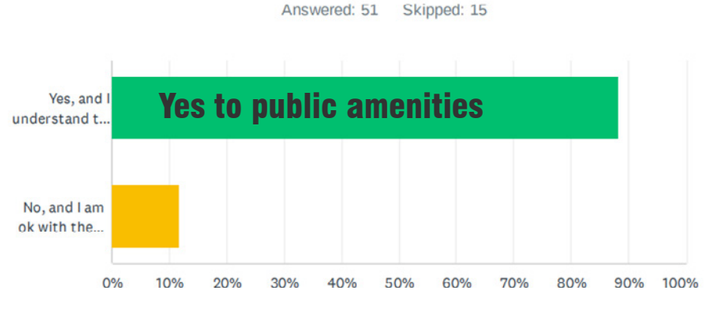
Q2 Let's begin. Should the allowable land uses change for the SCS Property?

Answered: 65 Skipped: 1



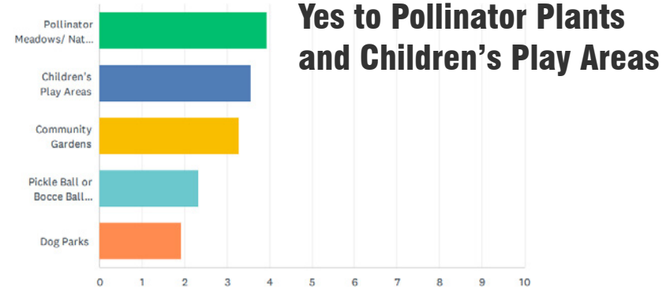
Q3 Are you interested in public serving amenities (such as public parks, plazas, restaurants and retail, or increased affordable housing) if it means additional market rate units must be built to cover the costs?

Answered: 51 Skipped: 15



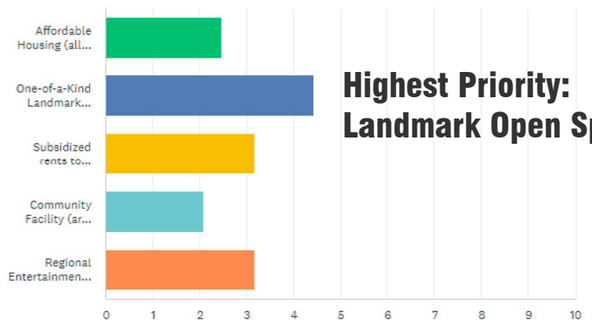
Q6 The Grand Paseo provides an opportunity for a variety of landscape features that bring beauty, nature, and recreation to the community. Which features should be prioritized ?

Answered: 329 Skipped: 15



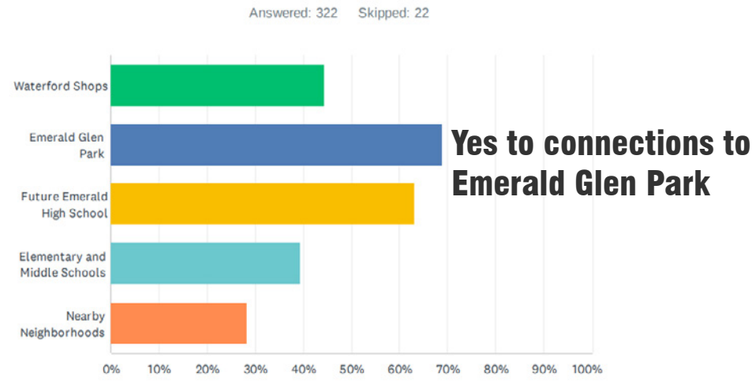
Prioritize the community amenities (benefits) that market-rate housing can bring, by dragging the options into a ranked list.

Answered: 24 Skipped: 9



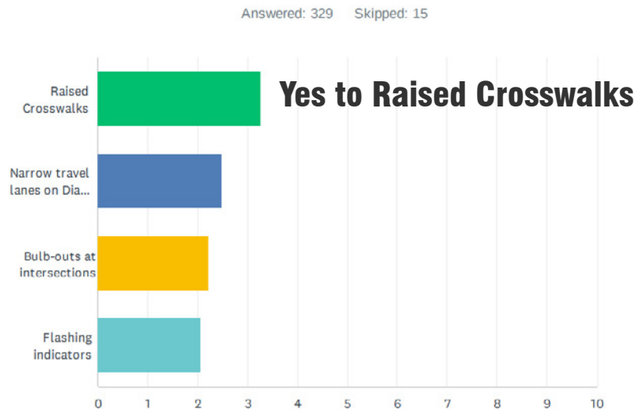
Q3 The SCS Preferred Plan provides additional protected bike lanes along Finnian Way, Aviano Way, and a bike trail along the full length of the Grand Paseo. Which destinations are most relevant for cyclists through and from the SCS site?

Answered: 322 Skipped: 22



Q4 The SCS Property is located within ½ a mile of Kolb Elementary School, Fallon Middle School, and the new Emerald Glen High School. Which of the following feasible traffic calming measures would best enhance the safety of students on foot and bike?

Answered: 329 Skipped: 15



Community Advisory Committee

Create a connected center with a distinct sense of place

Big improvement over the previous proposals

A huge amenity for the City that can meet a variety of needs and interests

The plan does a good job of merging the comments from the previous schemes

The comparison to The Lot at City Center is powerful as many people enjoy that space

Think about the key focal points and remember shading is important in Dublin

The land uses present a good balance of public benefits and market rate housing

Much consideration has been taken so that the land uses are not jumbled, it flows well

Planning Commission Meeting 3 Commentary

January 25th, 2022

It's amazing the amount of work that has gone into this, the thought, appreciate you have been patient.

Overall I think its quite a collaborative and well thought out plan

Realistic, economically feasible! There is so much for everyone who is going to be part of the community here.

An unprecedented effort. Want to thank all of the neighbors who got involved, don't stop!

Be bold, need to double the affordable housing, make the square bigger,

The inclusionary zoning is critical for our community to have some affordable housing for people to buy

I like the fact that it is reminiscent to a downtown area, I like the nod towards the open space maintaining the view of the hills

Planning Commission Recommendation:

On January 25th, after the consultant presentation, and two public speakers in favor, one against, the Planning Commission voted 5-0 to recommend the Preferred Plan with the following :

The Planning Commission's recommendation includes:

Providing inclusionary for-sale units integrated into the project in addition to the dedicated affordable housing site to provide homeownership opportunities

Additional Inclusionary Housing

Preferred Plan with dedicated 2.5 acre site for affordable housing.

Additional Inclusionary Housing modifies proforma requiring additional funding. Magnitude depends on quantity and type of units. May require additional trade-offs.

Resolution

The following sets expectations for the landuses and public benefits that have been defined through the community outreach process as key elements necessary for a development of the SCS property to meet the greater needs of the community:

Must Haves:

1. Market rate residential housing not to exceed 550 units.

2. Finnian Way and Aviano Way extended through the project site from Brannigan Street to Tassajara Road.

3. Finnian Way frontage limited to commercial uses on the ground floor, which may be provided through a “Shop House” concept with substantive commercial space (not less than 400 square feet).

4. Housing types throughout the site that vary with entry level housing, affordable housing, and family housing. Types range from traditional single-family homes, courtyard homes, town homes and affordable apartments.

5. Include a combination of inclusionary for-sale units and a Public/Semi-Public parcel dedicated for affordable housing. Note: The addition of inclusionary for-sale units requires consideration of the economic impacts. The combination of a dedicated site and inclusionary units would require alternative funding sources to make the Preferred Plan an economically viable plan. This funding could come from a variety of sources and would be negotiated as part of the future development application.

6. A town square concept to anchor the shops and restaurants on Finnian Way. The town square is located on the grand paseo opening views to Mt. Diablo. The paseo connects the square to the residential areas south and north of Finnian Way.

7. The entertainment district south of Dublin Boulevard is set around a large pedestrian plaza (roughly 120 feet by 300 feet) creating a regional dining and family entertainment destination.

Next Steps for the SCS Property

- **The next step is for the property owner to submit a development project**
- **A General Plan and Eastern Dublin Specific Plan Amendment, Planned Development Rezone with a Stage 1 and 2 Development Plan, Tentative Parcel Map, and Site Development Review Permit and Affordable Housing Agreement would be required for a future development project**
- **Evaluation of the development project under the California Environmental Quality Act (CEQA) would occur prior to project approval**



Recommendation

- **Receive presentation on the SCS Property Preferred Plan, provide feedback and adopt a Resolution recommending that the City Council approve the Preferred Plan for the SCS Property.**







February 15, 2022

SB 343

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

The attached documents were received in the City Clerk's office after distribution of the February 15, 2022, Regular City Council meeting agenda packet.

Item 7.1

Amy Million

From: tentguy23@gmail.com
Sent: Thursday, February 10, 2022 7:59 PM
To: Amy Million
Subject: SB343 to the City Council

Hi Amy,

I appreciate the team requesting community input for green space, paths, features, etc. but I feel we were not heard when it comes to the housing issue. For me, and I have consistently said, my friends, neighbors, and people I meet in Dublin all have said “enough housing” - we want a downtown with entertainment, family fun, retail, etc. in this space.

In short, we were told the developer/landowner had to subsidized with housing and family entertainment was **not** affordable and somehow, Dublin and the surrounding communities could not support these this business type in this economy. I see Pleasanton, Concord, San Jose, San Ramon and Livermore, it is possible. Fast forward, we were presented with 3 options “which one we thought was best” – fast forward again, this is what is being presented and now we are right back where we were with “at Dublin” project with over 500 units, but now “community input” has been added to the language. Then we were sent a survey supporting this agenda – carefully word crafted questions all in support of this project “which one you like best”.

To be clear, I do not support this amount of housing. Personally, I would like to see ¾ of this for land for retail, entertainment, family, downtown and perhaps the smaller lot towards Emerald Glenn to be designated for “some” housing.

Thank you all for your efforts.

_____
Kevin McAuliffe
tentguy23@gmail.com
[redacted]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amy Million

From: Brandon Evans <brandon.m.evans@comcast.net>
Sent: Friday, February 11, 2022 11:32 PM
To: Amy Million
Subject: Letter To City Council

Hello Amy,
Here is my letter addressed to city council in regards to the CAC group I was in to discuss potential development in East Dublin off of Santa Rita Road.

“
Members of Council,

I hope this reaches you all in good health. My name is Brandon Evans and I have most recently been a member of the CAC regarding the property boardering Tassajara, Dublin Boulevard and Gleason Road.

I would like to voice my support to move this project forward.

I am a proud resident of Dublin and the Treasurer of my local electrical workers union based out of Dublin (IBEW Local 595). As a proud tradesperson and member of this community I strongly support this project. I think if executed correctly it can provide not only a fine community space and extra housing but work for skilled and local tradespeople. There is nothing quite like working close to home and seeing something you helped build on a regular basis. It is my wish and that of those that I speak for that we get the opportunity to showcase skilled union craftsmanship on this project.

I fully support the preferred plan for this project as it has been presented and am honored to have been chosen as part of this CAC.

Sincerely,
Brandon Evans

“

I hope this can still be included. My apologies for mentioning “planning commission” instead of CAC originally.

Regards,
Brandon Evans

Sent from my iPhone
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amy Million

From: Kathy Blackburn <kathyblackburn@comcast.net>
Sent: Saturday, February 12, 2022 1:54 PM
To: Amy Million
Cc: 'Ryan Call'
Subject: Comment for City Council on SCS preferred plan

To the City Council regarding SCS preferred plan:

I was part of the Citizens Advisory Council for this project and I want to thank the Council for sponsoring this effort to solicit community input.

The consultants did as well as could be expected given the parameters around the amount of housing needed. I preferred this option over the others we were given but in truth, none of the options was in my view good for Dublin. It is as if we have to develop this parcel so what are we going to do with it, rather than looking at how this parcel fits in with the larger community. I am concerned that this development decision is being made without looking at 1) how it will impact traffic, schools and infrastructure; 2) how it fits with the plan to develop a downtown in Dublin; 3) how it will impact and be impacted by the new school across the street, and 4) how it helps to connect our community which is, in my view, a bit of a jigsaw puzzle of individual neighborhoods and housing developments rather than a connected community.

I hope that the Council will consider these bigger picture questions as you consider whether to approve this option or another for this parcel.

Thank you,

Kathy Blackburn
[redacted]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amy Million

From: Sri Muppidi <sri13muppidi@gmail.com>
Sent: Sunday, February 13, 2022 9:02 PM
To: Amy Million
Cc: Ryan Call
Subject: Re: Reminder - NEXT WEEK February 15th! City Council Meeting to discuss the SCS Preferred Plan

Hi Amy-- here are my comments in advance of Tuesday's meetings. Thanks!

Dear Honorary Members of the Dublin City Council--

I'm currently a Dublin resident and was on SCS CAC. I'd encourage the committee to adopt the guiding resolutions. I think it's important for Dublin to continue supporting affordable and entry-level housing development and I'd encourage the committee to agree to supporting the 550 unit count. We should favor more condensed units to accomodate more residents, especially those who qualify for affordable and/or senior housing. Residents should have their own parking designated so that traffic from the entertainment area wouldn't encroach and create parking/traffic pressures for the residents there. Concerns around school pressures can also be mitigated as the development of Emerald High will reduce immediate, short-term pressures in the future, especially as it will take time for this development to finish.

A reduction of single family homes in favor of condensed units will also enable more opportunities for town square/paseo concepts which will bring more of a sense of community to the East Dublin area and encourage more traffic from the neighboring Tri-Valley area for shopping/entertainment/restaurants. I like the paseo and town area concept on Finnian Way and I think ground-floor shopping (Shop House) encourages people to stroll around and drive more business in the area. It's important that safety is considered in the paseo/town traffic area -- pedestrian safety is important and should be prioritized over car traffic. Bike lanes should also be incorporated. If possible, parking structures should be more compact (i.e. vertical or underground) so that there's more pedestrian-friendly spaces instead of large parking lots. Stop lights shouldn't be extraordinarily long (from personal experience, for example, Tassajara pedestrian stoplights tend to be very long and don't encourage pedestrian-friendly walkways). There should also be a lot of trees, plants, and gardens to create shady and protected areas for pedestrians.

Thanks,
Sri

--
Sri Muppidi

On Wed, Feb 9, 2022 at 1:50 PM Amy Million <Amy.Million@dublin.ca.gov> wrote:

> Thank you to those that have provided their comments thus far. I was just informed that we will publishing the City Council agenda packet today, so the first deadline for comments is **today at 3:30 p.m**. My apologies for the confusion.

Amy Million

From: Avni Kansara <akansara@haas.berkeley.edu>
Sent: Monday, February 14, 2022 4:28 PM
To: Amy Million
Subject: Notes for City Council Meeting re SCS Property

Hello Amy,

Please see below some notes for the city council meeting:

* I appreciate the residential housing limit to be at 550 units versus over 600. As someone who lives right across the street from this open lot (Brannigan Street), I generally don't like the idea of more housing. However, it has been explained that there needs to be more housing in order to afford the amenities and that is my top priority. I still would be happier if that number could be reduced further without impact on the amenities offered. Again, amenities are my number one priority.

* I really love the use of Finnian Way to serve as the area with small shops and cafes to create the community feel while still providing engaging experiences that could attract people from Dublin. Also it's close distance to the Emerald Glen Park and the Waterford Shopping is also helpful because I could see families spending a day filled with activities.

* One of my biggest concerns I bring up is parking and while it may seem repetitive, I want to continue to stress the importance of planning adequate parking to sustain the business and residence in that plan. The reason I bring this up is that it is already extremely difficult to find parking for a guest given the current number of houses that currently exists so the addition of new houses and shops could cram up those spaces even further, making it a bit difficult for people who live there.

* While there may be a lot of limitations (Budget, etc) that might make this impossible at the moment, but I do think it'll be crucial to think about increasing the ease of pedestrians who want to cross, specifically near across dublin to get to the entertainment district.

Let me know if you need any further information. Thank you!

Sincerely,

Avni

Avni Kansara | Director of Student Experience
She/Her/Hers
Evening & Weekend MBA Program
Haas School of Business
University of California, Berkeley
akansara@haas.berkeley.edu | 510.642.1281 | @ewmba_office
In Office: Tuesday, Thursday
Remote: Monday, Wednesday, Friday

Join me in my virtual office on my remote days to say hi!

Agenda Item 7.2

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Authorize a Budget Shift to Fiscal Year 2021-22 for the Iron Horse Nature Park and Open Space Project
Prepared by: Laurie Sucgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider shifting funds to Fiscal Year 2021-22 for the Iron Horse Nature Park and Open Space project (CIP No. PK0422) to allow for design work to begin in the current fiscal year on the first phase of the project to meet a State Grant deadline for a completed project by December 31, 2023.

STAFF RECOMMENDATION:

Approve a budget change authorizing the shifting of funds to Fiscal Year 2021-22.

FINANCIAL IMPACT:

As approved in the 2020 – 2025 Capital Improvement Program (CIP), the total budget for the Iron Horse Nature Park and Open Space Project is currently $11,563,000, funded partially by Public Facility Fees ($7,081,000) beginning in Fiscal Year 2022-23 (Attachment 1). The remaining funding is a combination of State Park Grant and unidentified funds. A budget change is proposed to shift the current funding to Fiscal Year 2021-22 to allow the project work to commence immediately.

DESCRIPTION:

The adopted 2020-2025 Capital Improvement Program (CIP) includes the Iron Horse Nature Park and Open Space Project and provides for the planning, design, and construction of 12.13 acres of a nature park and open space adjacent to the Iron Horse Trail, from the Dublin/San Ramon city limit to the confluence of Alamo and South San Ramon Creeks.

In 2013, the City Council adopted the Iron Horse Nature Park and Open Space Master Plan in

partnership with the Alameda County Flood Control and Water Conservation District Zone 7 (Zone) to seek project grant funding and develop the site. The total scope encompasses approximately 35 acres of land, comprising 12 acres owned by the City of Dublin as the public park, as shown on page 1 of Attachment 4, and 23 acres owned by Zone 7.

On December 7, 2021, the City Council approved the filing of an application for the Local Assistance Specified Grant from the State of California, Natural Resources Agency, Department of Parks and Recreation, and the Office of Grants and Local Services in the amount of $2,294,000 (Resolution No. 135-21). The State Grant program guidelines require that project construction be completed by December 31, 2023. For Staff to complete the design, environmental, right-of-way, and construction phases by the deadline, the project must begin immediately. Since December, Staff completed the State Grant application and has obtained proposals from the various design consultants to begin work a soon as funding is allocated to the current fiscal year.

Given the limited funds secured and the restrictive State Grant deadline, Staff recommends utilizing the grant funds to construct the first phase of the Project, consistent with the adopted Master Plan, which may include the following elements:

- Approximately 2,000 linear feet of new trail, 10-feet wide paved with two-foot-wide shoulders on each side. The approximate location is shown on page 2 of Attachment 4.
- Gathering spaces
- Outdoor classrooms
- Shade features
- Benches and boulders for sitting
- Trail markers, educational signage, and wayfinding signs
- Trail entry feature at the intersection of the Iron Horse Trail with Amador Valley Boulevard
- Spur trails or connections to the existing paved trail and stub-out trails to future destinations (e.g., Stagecoach Park)

Upon approval of the shifting of funds to the current fiscal year, Staff will immediately begin work with the design consultant. Construction of the first phase is anticipated to begin in summer 2023 and be completed by the State Grant deadline of December 31, 2023.

Status of Zone 7's Portion of the Project

City Staff and Zone 7 staff communicate regularly, and while the City has obtained funding for a portion of the public park and is ready to begin the Project, Zone 7 is currently updating its Flood Management Plan to determine appropriate measures that may be incorporated into the Project as a flood control benefit. Zone 7 has applied for a State Proposition 68 Department of Water Resources grant for their Alamo Creek Pilot Bank Stabilization Project, which is just downstream and immediately adjacent to the Iron Horse Nature Park and Open Space Project. If Zone 7 is successful in securing the grant and the pilot project is implemented, Zone 7 plans to use similar bank stabilization and enhancement measures within their portion of the Project, as it will improve creek stability, enhance creek vegetation, and add shade and aesthetic amenities for the trail users and residents of the City.

California Environmental Quality Act (CEQA)
The City Council adopted Resolution No. 166-13 adopting the mitigated negative declaration and mitigation monitoring and reporting program for the Project. No further action is required at this time.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) CIP No. PK0422 as Approved in 2020-2025 CIP
2) CIP No. PK0422 with Funding Shift
3) Budget Change
4) Approved Iron Horse Nature Park and Open Space Master Plan Excerpts

Number	PK0001	IRON HORSE NATURE PARK AND OPEN SPACE	Program	PARKS

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of 12.13 acres of a nature park and open space adjacent to the Iron Horse Trail, from the Dublin/San Ramon city limit to the confluence of Amador and South San Ramon Creeks, that will be developed in partnership with Zone 7 Water Agency. The park size could increase to over 20 acres of usable parkland when combined with adjacent Zone 7 Water Agency property. The park will be designed in accordance with the Iron Horse Nature Park and Open Space Master Plan, which was approved by City Council on October 1, 2013. The City has already acquired the 12.13 acres and the balance of the parkland would be accessible through an easement and operational agreement with Zone 7 Water Agency. It is anticipated that planning will begin in Fiscal Year 2022-2023.

In addition to the Public Facility Fee, possible funding sources are statewide grants for projects that provide non-motorized infrastructure and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities for Californians to reconnect with nature, such as Active Transportation Program grants or Proposition 68.

ANNUAL OPERATING IMPACT: TBD

MANAGING DEPARTMENT: Public Works

			2020-2025 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2020-2021 BUDGET**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits				$60,400	$102,900	$85,000		$248,300
9200	Contract Services				$400,000	$780,000	$646,505		$1,826,505
9400	Improvements					$1,000,000	$7,867,695		$8,867,695
9500	Miscellaneous				$1,250	$619,250			$620,500
TOTAL					**$461,650**	**$2,502,150**	**$8,599,200**		**$11,563,000**

FUNDING SOURCE		**PRIOR YEARS**	**2020-2021 BUDGET**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**FUTURE YEARS**	**TOTALS**
4100	Public Facility Fees				$461,650	$2,502,150	$4,117,200		$7,081,000
9998	Unidentified						$4,482,000		$4,482,000
TOTAL					**$461,650**	**$2,502,150**	**$8,599,200**		**$11,563,000**

ANNUAL OPERATING IMPACT									

Number	PK0422	IRON HORSE NATURE PARK AND OPEN SPACE	Program	PARKS

PROJECT DESCRIPTION

This project provides for the planning, design, and construction of 12.13 acres of a nature park and open space adjacent to the Iron Horse Trail, from the Dublin/San Ramon city limit to the confluence of Alamo and South San Ramon Creeks, that will be developed in partnership with Zone 7 Water Agency. The park size could increase to over 20 acres of usable parkland when combined with adjacent Zone 7 Water Agency property. The park will be designed in accordance with the Iron Horse Nature Park and Open Space Master Plan, which was approved by City Council on October 1, 2013. The City has already acquired the 12.13 acres and the balance of the parkland would be accessible through an easement and operational agreement with Zone 7 Water Agency. The City will continue to pursue the acquisition of the Alameda County portion of the Iron Horse Trail corridor to add to the City's portion of the parkland. It is anticipated that planning and design will begin in Fiscal Year 2021-2022 and construction of the first phase will begin in Fiscal Year 2022-2023.

In addition to the Public Facility Fee, possible funding sources are additional statewide grants for projects that provide non-motorized infrastructure and enhancements that promote new or alternate access to parks, waterways, outdoor recreational pursuits, and forested or other natural environments to encourage health-related active transportation and opportunities for Californians to reconnect with nature, such as Active Transportation Program grants or Proposition 68.

ANNUAL OPERATING IMPACT: TBD

			2020-2025 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2020-2021 BUDGET**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits			$60,400	$102,900	$42,500	$42,500		$248,300
9200	Contract Services			$400,000	$630,000	$600,000	$196,505		$1,826,505
9400	Improvements				$2,294,000	$344,100	$6,229,595		$8,867,695
9500	Miscellaneous			$1,250	$109,250	$255,000	$255,000		$620,500
TOTAL				**$461,650**	**$3,136,150**	**$1,241,600**	**$6,723,600**		**$11,563,000**

FUNDING SOURCE		**PRIOR YEARS**	**2020-2021 BUDGET**	**2021-2022**	**2022-2023**	**2023-2024**	**2024-2025**	**FUTURE YEARS**	**TOTALS**
4100	Public Facility Fees			$461,650	$842,150	$1,241,600	$4,535,600		$7,081,000
9998	Unidentified						$2,188,000		$2,188,000
2403	State Park Grant				$2,294,000				$2,294,000
TOTAL				**$461,650**	**$3,136,150**	**$1,241,600**	**$6,723,600**		**$11,563,000**

ANNUAL OPERATING IMPACT								

CITY OF DUBLIN
FISCAL YEAR 2021-22
BUDGET CHANGE FORM

Budget Change Reference #: _____

City Council's Approval Required

From Un-Appropriated Reserves X et Transfer Between Funds _____

From Designated Reserves _____ Other _____

DECREASE BUDGET AMOUNT		INCREASE BUDGET AMOUNT	
Account	**Amount**	**Account**	**Amount**
EXP: Iron Horse Nature Park and Open Space (PK0422)			
PK0422.9100.9101 (Salary/Benefits)			$60,400
PK0422.9200.9202 (Design)			$250,000
PK0422.9200.9206 (Testing)			$50,000
PK0422.9200.9207 (Professional Svcs)			$100,000
PK0422.9500.9203 (Printing)			$1,000
PK0422.9500.9505 (Postage)			$250
3500.9501.49999 (Transfers In)			$461,650
PK0422.4111 (4111.9501.89101) -Community Nature Park Fund Transfers Out			$461,650

REASON FOR BUDGET CHANGE

Appropriation of funds to Fiscal Year 2021-22 for the Iron Horse Nature Park and Open Space project to allow for design work to begin in the current fiscal year on the first phase of the project to meet a State Grant deadline for a completed project by December 31, 2023.

As Presented at the City Council Meeting **2/15/2022**

************Finance Use Only************

_____ _____
Posted By: Date:

Iron Horse Nature Park and Open Space Master Plan (Excerpts)
Approved by the City Council on October 1, 2013




CONNECTION TO SAN RAMON
PUBLIC ACCESS
SECONDARY HIKING TRAIL AT CREEK EDGE
LIMITED ACCESS NEIGHBORHOOD CONNECTION
GRASSLAND
EXPANDED WETLAND WITH BOARDWALK TRAILS AND WILDLIFE VIEWING PLATFORMS
WETLAND
GATHERING SPACE AND OUTDOOR CLASSROOM
CONNECTION TO HIGH SCHOOL
RE-ALIGNED IRON HORSE TRAIL - TYPICAL
ROCKY OUTCROP
RE-GRADE TO ENHANCE PHYSICAL LINK WITH STAGECOACH PARK
WETLAND
NEW CONNECTION TO DOUGHERTY OPEN SPACE
EXISTING CONNECTION TO DOUGHERTY OPEN SPACE
GATHERING SPACE AND OUTDOOR CLASSROOM
REFURBISHED RAILROAD TRESTLE HISTORICAL REMNANT
TERTIARY HIKING TRAIL WITH RESTING AREAS
EXPANDED AND NATURALIZED SOUTH SAN RAMON CREEK
PIPELINE EASEMENT TYPICAL
OAK SAVANNAH
MEADOW
TRAIL HEAD FACILITIES
CROSSING AT AMADOR VALLEY BOULEVARD
PICNIC MEADOW
COMMUNITY GARDENS
FLEXIBLE OPEN SPACE
CHILDREN'S GARDEN
CONNECTION TO DUBLIN BART STATION
RIPARIAN FOREST
CONNECTION TO ALAMO CREEK
CONNECTION TO DUBLIN CIVIC CENTER
KEY
Phase 1 Location
NEARBY NEIGHBORHOOD CONNECTION TO PROJECT SITE
North
LANDSCAPE MASTER PLAN

DUBLIN
CALIFORNIA

Item 7.2
Authorize a Budget Shift to FY 2021-22 for the Iron Horse Nature Park and Open Space Project

February 15, 2022

Background

- Master Plan approved Oct 1, 2013
- Adopted Environmental Document

Property Owners:

- Zone 7 – area of channel and existing Iron Horse Trail
- City of Dublin – 12 acres
- Alameda County – gas pipeline easement and fiber optic lease

Stakeholders:

- EBRPD – Maint and License Agreement
- HOAs, homeowners, adjacent property owners
- DUSD – connection to Dublin High School
- KinderMorgan, Fiber Optic, other utilities

Funding:

- Public Facility Fees $7M
- State Grant $2.3M

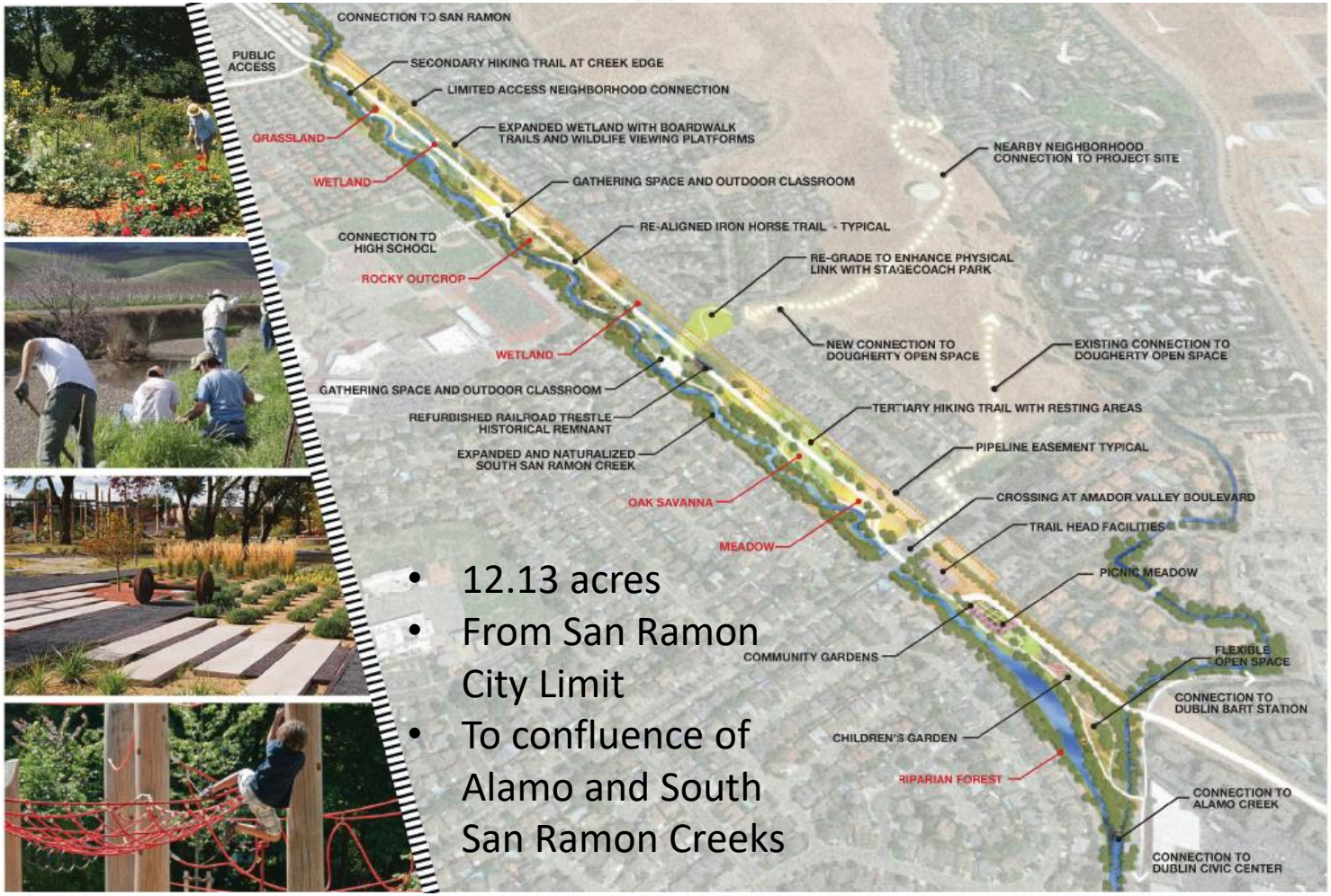
Property Owners



Property Owners:

- Zone 7
- City of Dublin
- Alameda County

Master Plan



- 12.13 acres
- From San Ramon City Limit
- To confluence of Alamo and South San Ramon Creeks

Proposed Phase 1

Challenges:

- **Tight Schedule**
- State Grant: deadline for a completed project by Dec 31, 2023
- Consistent with adopted Master Plan
- Environmental Permitting
- R/W and Easement Acquisition
- Utility Coordination

Consistency with adopted Master Plan - CENTER



Proposed Phase 1

- New trail, spur trails
- Gathering spaces
- Outdoor classrooms
- Shade features
- Benches
- Trail markers, educational sign age, wayfinding
- Entry feature at Amador Valley Blvd



Proposed Amenities
Outdoor Classroom/Gathering Space







OUTDOOR CLASSROOMS



Proposed Amenities
Shade Structures









Proposed Trail Gateway
Amador Valley Boulevard





CONCRETE PATTERNS
FOR ENTRANCES OR OTHER
HARDSCAPE AREAS













Staff Recommendation

- Approve a budget change authorizing the shifting of funds to Fiscal Year 2021-22

2020-2025 CAPITAL IMPROVEMENT PROGRAM

ESTIMATED COSTS		PRIOR YEARS	2020-2021 BUDGET	2021-2022	2022-2023	2023-2024	2024-2025	FUTURE YEARS	TOTALS
9100	Salaries & Benefits			$60,400	$102,900	$42,500	$42,500		$248,300
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TOTAL				$461,650	$3,136,150	$1,241,600	$6,723,600		$11,563,000

FUNDING SOURCE		PRIOR YEARS	2020-2021 BUDGET	2021-2022	2022-2023	2023-2024	2024-2025	FUTURE YEARS	TOTALS
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2403	State Park Grant				$2,294,000				$2,294,000
TOTAL				$461,650	$3,136,150	$1,241,600	$6,723,600		$11,563,000

DUBLIN
CALIFORNIA

Questions

Agenda Item 8.1

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Transition to District-Based Councilmember Elections
Prepared by: Jordyn Bishop, Assistant City Attorney

EXECUTIVE SUMMARY:

Earlier this year, the City received a notification threatening litigation under the California Voting Rights Act if the City did not convert from at-large elections for electing members of the City Council to district-based elections. The City Council will consider adopting a resolution of intent to transition from at-large elections to a district-based councilmember election system.

STAFF RECOMMENDATION:

Adopt the **Resolution** Declaring Its Intention to Transition From an At-Large Election System to a District-Based Election System.

FINANCIAL IMPACT:

If the City Council concurs with Staff's recommendation, there will be significant staff time associated with the transition to district-based elections and to administer the process moving forward, including the need for at least five public hearings. The City will also incur costs for a demographer to assist with drawing district maps and soliciting public input in order to draw district maps. These costs are currently estimated at approximately $50,000. Additionally, the City may be required to reimburse a prospective plaintiff for its documented attorney's fees and costs, up to $30,000 (plus an annual adjustment for inflation). If City Council chooses to maintain at-large elections and defend a potential lawsuit, the costs and attorneys' fees would likely approach several million dollars.

DESCRIPTION:

Background

The City of Dublin utilizes an at-large election system for electing its Mayor and Councilmembers. An at-large election system means that all electors in the City elect each of the four (4) Councilmembers and Mayor. A district-based election system would be one in which the City would be physically divided into separate districts, each represented by one Councilmember who resides in and is chosen by the electors residing in that same district. Under such a system, the Mayor would continue to be elected by the electorate of the entire City.

On January 4, 2022, the City received a letter, included as Attachment 1, from Kevin Shenkman of the law firm of Shenkman & Hughes, on behalf of Southwest Voter Registration Education Project, alleging a violation of the California Voting Rights Act (CVRA) and demanding that the City move away from an at-large election system. The letter claims there is "racially polarized voting" in Dublin and threatens litigation if the City declines to voluntarily convert to district-based elections.

"Racially polarized voting" means voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters of a protected class, than in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate. Specifically, the letter asserts that the City's current at-large election system dilutes the ability of Indian American voters to elect candidates of their choice or otherwise influence the outcome of City Council elections, and that, as a result, Dublin's at-large election system violates the CVRA.

After discussing the claim in closed session conferences with legal counsel, the City Council directed staff to move forward with drafting the attached Resolution declaring intent to transition from at-large to district-based elections, for consideration at the February 15, 2022 meeting.

The California Voting Rights Act

The CVRA prohibits at-large election systems from impairing the ability of a protected class (members of a race, color, or language minority group) to elect candidates of its choice or its ability to influence the outcome of an election. Modeled after the Federal Voting Rights Act (FVRA) (42 U.S.C. § 1973), the CVRA was specifically enacted in 2002 to make it easier for plaintiffs to prevail in lawsuits against public entities that elected their members to its governing body through "at-large" elections.

To prove a violation of the CVRA, plaintiffs need only show the existence of racially polarized voting. (Elec. Code §§ 14026(e), 14028(a).) Other factors are also relevant in determining liability. Plaintiffs are not required to show that members of a protected class live in a geographically compact area or prove intent to discriminate on the part of voters or officials. If a CVRA violation is found, the court has authority to impose district-based elections and determine district boundaries with input from the plaintiff's attorney. (Elec. Code § 14029).

As a result, cities and other agencies throughout the State have increasingly been facing legal challenges to their "at-large" systems of electing councilmembers or board members. Almost all have settled claims out of court by agreeing to voluntarily shift to district-based elections. Locally, the City of Pleasanton, the City of Livermore, the Dublin Unified School District, the Dublin San Ramon Services District, and the Pleasanton Unified School District have all transitioned, or are in the midst of

transitioning to a district-based election system.

Significant financial costs are associated with litigating a challenge under the CVRA. The CVRA grants a prevailing plaintiff the right to recover reasonable attorneys' fees and expert witness fees. This has resulted in payment of huge amounts of money in attorneys' fees by cities that have chosen to litigate the CVRA challenge. Conversely, a city prevailing against a CVRA challenge has no right to recover either attorneys' fees or costs. Also, the city would remain vulnerable to subsequent litigation brought under the CVRA by different plaintiffs.

In recent cases brought under the CVRA, awards to prevailing plaintiffs have approached $5 million, which does not capture other significant costs incurred during the course of litigation, such as cities' own attorneys' fees and staff time.

Existing legislation (discussed in the next section) provides a "safe harbor" mechanism for an agency to consider its options after receiving a CVRA litigation threat and take steps to convert to district-based elections without fear of paying substantial attorneys' fees to the plaintiff.

Safe Harbor under Assembly Bill (AB) 350

Effective January 1, 2017, AB 350 (2016) amended Elections Code section 10010 and attempted to provide a "safe harbor" for agencies facing CVRA litigation if they take immediate steps to transition to district-based elections. If a city receives a demand letter from a "prospective plaintiff," the city is given 45 days of protection from litigation to assess its situation and determine a course of action. If within that 45 days, a city adopts a resolution declaring intent to transition from at-large to district-based elections, outlining specific steps to be undertaken to facilitate the transition, and estimating a timeframe for action, then a potential plaintiff is prohibited from filing a CVRA action for a 90-day period from the resolution's passage.

The city and the prospective plaintiff may enter into a written agreement to extend that 90-day time period for up to an additional 90 days in order to provide additional time to conduct public outreach, encourage public participation, and receive public input. The extension must be in writing and must require the district boundaries be established at least six months before the next regular election. Within 10 days of signing the extension agreement, the city must post a tentative public outreach/public hearing schedule on its website. Thus, the "safe harbor" legislation provides a minimum of 135 days, and up to 225 days upon mutual agreement, for a city to assess and implement a transition to a district-based system before a lawsuit may be filed. Under AB 350, a city's liability is capped at $30,000 (plus an annual adjustment for inflation) if it follows this safe harbor process after receiving a threat, and the plaintiff must show financial documentation that these costs were actually incurred.

Regardless of whether the city is transitioning on its own initiative, or under "safe harbor" in response to a demand letter, the Elections Code sets out a number of steps a city must take in the effort to assess and transition to a district-based election system, steps which are laid out in further detail below.

Transition from At-Large to District-Based Elections

Under Elections Code section 10010, a city is required to hold at least five public hearings during the transition process. The first two public hearings will give the community an opportunity to provide input on the composition of the districts before any maps are drawn. Subsequently, draft district maps

will be drawn and two additional public hearings will be held for the public to provide input regarding the content of the draft maps and the proposed sequence of elections. The maps must be published at least seven days before the public hearings. The fifth, and final, public hearing will be for the City Council to consider an ordinance that establishes the district-based elections and approves the maps.

Most communities have taken a phased approach to implementing district-based elections. If district elections are initiated by the city, the City Council may determine the potential sequence of the elections. (Elec. Code § 10010(a)(2)). If a city is compelled to adopt district elections as a result of litigation, district boundaries will be drawn by the presiding court with input from the plaintiff.

In establishing a district-based election system, no councilmember's term may be cut short (Gov. Code § 34873; Elec. Code § 21606(a)), but when their term ends, an incumbent can only run from the new district in which he or she resides. The term of office for each councilmember remains four years. (Gov. Code § 34879). In determining the final sequence of the district elections, the City Council must give special consideration to the purposes of the CVRA. This may require that the election in a district with a majority of voters of a protected class be scheduled in the presidential election year when voter turnout is typically much higher than in the gubernatorial election year.

The district boundary maps must meet certain criteria. In particular, the districts must be roughly equal in population, excluding incarcerated persons. (Elec. Code, § 21601, subd. (a).) The districts are further subject to the following criteria in order of priority:

- geographical contiguity
- minimize the division of any local neighborhood or local community of interest
- easily identified and understood by residents
- geographical compactness (Elec. Code, § 21601, subd. (c).)

Process and Timeline

The proposed Resolution declares the City Council's intent to consider adoption of an ordinance establishing district-based elections beginning with the November 2024 regular municipal election. The specific steps to be undertaken to facilitate the transition and the estimated timeframe for doing so are set forth in Exhibit A to the Resolution (Attachment 1), and presented below:

Date	Event / Action
February - March 2022	City conducts public outreach to explain the districting process and to encourage public participation
April 2022	City holds first and second public hearings (*over a period of no more than 30 days*) to obtain input regarding the composition of the districts
May - June 2022	City prepares and posts draft maps and potential sequence of councilmember elections
June-July 2022	City holds third and fourth public hearings (*over a period of no more than 45 days*) to obtain public input regarding content of the draft maps and potential sequence of councilmember elections
August-September 2022	Introduction and adoption of ordinance establishing district-based elections and a final map

The candidate nomination period for the November 8, 2022 regular municipal election opens on Monday, July 18, 2022. The County Registrar of Voters has asked for final district maps no later than six months before the election date, which is approximately May 8, 2022. Ordinances take effect 30 days from adoption, meaning the City Council would need to adopt a district-based ordinance and a final map before approximately April 8, 2022 to meet the County's requested deadline for incorporating the City's new district map in time for the 2022 election.

If the City Council adopts the proposed Resolution on February 15, 2022, that would leave 52 days to conduct the full districting process, which is not enough time to complete the transition in time for the November 2022 elections. That timeline would provide insufficient time to meaningfully engage in the necessary public process to adopt and implement the maps. As stated above, a city is required to hold at least five public hearings during the transition process. The first and second public hearings must be held over a period of no more than 30 days, and the third and fourth public hearings must be held over a period of no more than 45 days. A final, fifth public hearing is required for adoption of the ordinance and map, and all draft maps must also be published at least seven days before the public hearings.

It is the City's desire that the to-be-adopted maps reflect, to the greatest extent possible, meaningful public participation. A 52-day process would severely limit the City's ability to conduct outreach to the public to explain the districting process and to encourage public participation. The City's recent experience demonstrates that extra effort is required to engage the public during the COVID-19 pandemic. Additionally, the City's discussions with demographic consultants that will be used to assist with conducting outreach and hearings and prepare maps indicate that they will continue to be busy during the next several months, as they complete decennial census redistricting. Their unavailability is likely to both delay the process and limit the various map options that the community might desire to consider. In addition, after the maps are completed, the residents of the districts, their various communities of interest, and potential candidates would have a short period of time to identify, organize, and develop potential candidacies, potentially disrupting the existing plans of potential candidates and campaign organizations.

As a result, staff recommends that the City Council adopt the proposed Resolution declaring intent to transition to district-based elections beginning with the 2024 election, outlining specific steps to be undertaken to facilitate this transition, and establishing the estimated timeframe for doing so.

It is also recommended that the City Council provide the authority to the City Manager to enter into agreements necessary to initiate and facilitate this process when those contracts exceed $45,000.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Declaring Intention to Transition from an At-Large Election System to a District-Based Election System
2) Demand Letter from Shenkman & Hughes

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

DECLARING ITS INTENTION TO TRANSITION FROM AN AT-LARGE ELECTION SYSTEM TO A DISTRICT-BASED ELECTION SYSTEM

WHEREAS, members of the City Council of the City of Dublin ("City") are currently elected in "at-large" elections, in which each City Councilmember is elected by the registered voters of the entire City; and

WHEREAS, California Government Code Section 34886 permits the legislative body of a city to adopt an ordinance to change its method of election from an "at-large" system to a "district-based" system in which each councilmember is elected only by the voters in the district in which the candidate resides; and

WHEREAS, the City received a letter on January 4, 2022, from Kevin Shenkman of the law firm of Shenkman & Hughes, on behalf of Southwest Voter Registration Education Project and its unidentified members residing within Dublin, alleging that the City's at-large councilmember electoral system violates the California Voting Rights Act ("CVRA") and threatening litigation if the City declines to voluntarily change to a district-based election system for electing councilmembers; and

WHEREAS, under Elections Code section 14028(a), a violation of the CVRA is established if it is shown that racially polarized voting occurs in elections. "Racially polarized voting" means voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate (Elections Code Section 14026, subd. (e)); and

WHEREAS, the City denies that its at-large councilmember electoral system violates the CVRA or any other provision of law, and asserts the City's election system is legal in all respects and further denies any wrongdoing in connection with the manner in which it has conducted its City Council elections; and

WHEREAS, under Elections Code section 10010, a prospective plaintiff can file a lawsuit if the City does not adopt a resolution of intent to transition to district-based elections within 45 days of receipt of a letter sent by certified mail asserting that the City's method of conducting elections may violate the CVRA; and

WHEREAS, Elections Code section 10010 provides a method by which a city can expeditiously change from an at-large elections system to a district-based election system and avoid the high cost of litigation; and

WHEREAS, under Elections Code section 10010, if the City adopts a resolution outlining its intention to transition from at-large to district-based elections, including specific steps it will undertake to facilitate this transition and an estimated timeframe for doing so, then a prospective plaintiff may not bring a CVRA lawsuit within 90 days after that resolution's passage and attorneys' fees would be capped at a maximum of $30,000; and

WHEREAS, prior to the City Council's consideration of an ordinance to establish district boundaries for a district-based electoral system, Elections Code section 10010 requires all of the following:

1. Before drawing a draft map or maps of the proposed boundaries of the districts, the City shall hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts. Before these hearings, the City may conduct outreach to the public, including to non-English-speaking communities, to explain the districting process and to encourage public participation;

2. After all draft maps are drawn, the City shall publish and make available for release at least one draft map and, if members of the City Council will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections. The City shall also hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable. The first version of a draft map shall be published at least seven days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven days before being adopted; and

WHEREAS, the City intends to retain an experienced demographer to assist the City to develop a proposal for a district-based electoral system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin declares its intention to consider adoption of an ordinance to transition to a district-based election system beginning with the November 2024 regular municipal election, as authorized by Government Code section 34886.

BE IT FURTHER RESOLVED that City Council authorizes and directs staff to work with a demographer, and other appropriate consultants as needed, to provide a detailed analysis of the City's current demographics and any other information or data necessary to prepare a draft map that divides the City into voting districts in a manner consistent with the intent and purpose of the CVRA and all other applicable laws.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to enter into an agreement with a demographer, and other appropriate consultants, in excess of $45,000 to carry out the intent of this Resolution.

BE IT FURTHER RESOLVED that City Council directs staff to make every effort, prior to the commencement of the hearings required by law, to conduct outreach to the public, including to non-English speaking communities, to explain the districting process and to encourage public participation in the process for determining the composition of the districts and the sequence of district elections.

BE IT FURTHER RESOLVED that the City Council hereby declares its intention to take the specific steps, and approves the estimated timeline for taking such steps, as set forth in **Exhibit A**, attached hereto and made a part hereof. The City Manager may adjust such timeline if she deems it necessary, provided that any such adjustments may not prevent adoption of an ordinance in sufficient time for district-based elections to be used at the November 2024 regular municipal election.

BE IT FURTHER RESOLVED that if any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Resolution. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Resolution irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED this 15th day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

5056821.5

Exhibit A

Estimated Timeframe for Transitioning to District-Based Elections

Date	Event / Action
January 4, 2022	City received letter asserting violations of CVRA
February 15, 2022	City adopts resolution of intent to transition to district-based elections
February - March 2022	City conducts public outreach to explain the districting process and to encourage public participation
April 2022	City holds first and second public hearings (*over a period of no more than 30 days*) to obtain input regarding the composition of the districts
May - June 2022	City prepares and posts draft maps and potential sequence of councilmember elections
June - July 2022	City holds third and fourth public hearings (*over a period of no more than 45 days*) to obtain public input regarding content of the draft maps and potential sequence of councilmember elections
August-September 2022	Introduction and adoption of ordinance establishing district-based elections and a final map

SHENKMAN & HUGHES, PC
Attorneys Malibu, California

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RECEIVED
JAN 05 2022
CITY OF DUBLIN
CITY MANAGER'S OFFICE

VIA CERTIFIED MAIL

December 29, 2021

Marsha Moore, MMC – City Clerk
City of Dublin, California
100 Civic Plaza
Dublin, CA 94568

Re: Violation of California Voting Rights Act

I write on behalf of our client, Southwest Voter Registration Education Project and its members residing within the City of Dublin ("Dublin" or "City"). Dublin relies upon an at-large election system for electing candidates to its governing board. Moreover, voting within the City is racially polarized, resulting in minority vote dilution, and, therefore, the City's at-large elections violate the California Voting Rights Act of 2001 ("CVRA").

The CVRA disfavors the use of so-called "at-large" voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4th 660, 667 ("*Sanchez*"). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the bare candidates in the voter's district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a majority of voters to control *every* seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted "at-large" election schemes for decades, because they often result in "vote dilution," or the impairment of minority groups' ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles,* 478 U.S. 30, 46 (1986) ("*Gingles*"). The U.S. Supreme Court "has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength" of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected officials to "ignore [minority] interests without fear of political consequences"), citing *Rogers v. Lodge*, 458 U.S. 613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973).

"[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters." *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group's ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act ("FVRA"), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; *see also* Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, "[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965." *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4th 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered "restrictive interpretations given to the federal act." Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a "majority-minority district." *Sanchez,* at 669. Rather, the CVRA requires only that a plaintiff show the existence of racially polarized voting to establish that an at-large method of election violates the CVRA, not the desirability of any particular remedy. *See* Cal. Elec. Code § 14028 ("A violation of Section 14027 ***is established*** if it is shown that racially polarized voting occurs ...") (emphasis added); *also see* Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001–2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 ("Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).")

To establish a violation of the CVRA, a plaintiff must generally show that "racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision." Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: "elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class." Elec. Code § 14028(a). The CVRA also makes clear that "[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action." *Id.*

Factors other than "racially polarized voting" that are required to make out a claim under the FVRA – under the "totality of the circumstances" test – "are probative, but not necessary factors to establish a violation of" the CVRA. Elec. Code § 14028(e). These "other factors" include "the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns." *Id.*

As of the most recent data released by the United States Census Department, of the City's population of 72,589 Asians comprise 48.9%, of which it is estimated that over 47% are of Indian descent. The absence of representation of Indian Americans on the City's governing board is revealing.

The City's at-large system dilutes the ability of Indian Americans (a "protected class") – to elect candidates of their choice or otherwise influence the outcome of the City's elections. The City's election history is illustrative. In the City's most recent elections the fate of Indian candidates, when they do emerge, has been unsuccessful. In the City's 2020 election, both for Mayor and City Council, all Indian candidates lost their bids. Mr. Arun Goel emerged as a Mayoral candidate, yet despite significant support from Asian voters and his long service in the City, he still lost his bid for Mayor. Similarly, in that same 2020 election, both Indian candidates for City Council, Ms. Sri Muppidi and Mr. Samir Qureshi, both lost their campaigns for a City Council seat. Similarly, in 2018, Mr. Arun Goel ran for Dublin's Mayor and Mr. Bobby Khullar ran for its City Council and, despite substantial support from the City's Indian community, both lost. These elections evidence vote dilution which is directly attributable to the City's unlawful at-large election system.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts.

Given the racially polarized elections in Dublins' elections, we urge the City to voluntarily change its at-large system of electing its City Council. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than February 17, 2022 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,



Kevin I. Shenkman

DUBLIN
CALIFORNIA

Item 8.1
Transition to District-Based Councilmember Elections

February 15, 2022

Background

- **January 4, 2022**
  - City received a letter from Shenkman & Hughes, on behalf of Southwest Voter Registration Education Project, alleging a violation of the CVRA

- **California Voting Rights Act (CVRA)**
  - Prohibits at-large elections from impairing the ability of a protected class (members of a race, color, or language minority group) to elect candidates of its choice or its ability to influence the outcome of an election

At-Large vs. District Elections

- **At-Large Elections (current)**
  - All voters in Dublin elect each of the four (4) Councilmembers and Mayor
- **District-Based Elections**
  - Create maps to physically divide City into separate districts of equal population
  - Each district represented by one Councilmember who resides in and is chosen by voters residing in that same district

Legal and Financial Impacts

- **CVRA lawsuits**
  - Plaintiff has low bar to prevail in a CVRA lawsuit
  - Even if City prevails, another plaintiff may allege CVRA violation later
- **Costs to litigate**
  - Must pay plaintiff's legal fees if City is unsuccessful
  - Legal fees in past cases have approached $5 million
  - Court orders district elections & draws maps

CVRA Safe Harbor

- Method to expeditiously change to a district-based election system and avoid the high cost of litigation
- Within 45 days of CVRA demand letter:
  - Adopt a resolution of intent to transition to district-based elections
- Prospective plaintiff may not bring a CVRA lawsuit within 90 days after resolution's passage and attorneys' fees capped at $30,000 (plus inflation)

Transition Process

- **Minimum of Five Public Hearings Required**
  - 2 public hearings for input on the composition of the districts before any maps are drawn
  - 2 public hearings on content of the draft maps and the proposed sequence of elections
  - Introduce and adopt ordinance
- **2022 Election Dates**
  - City is committed to engaging in an open and deliberate public process to educate and seek input from the City's various constituencies and communities of interest
  - Insufficient time to meaningfully engage in the public process to adopt and implement the maps for use in 2022 election

Estimated Timeframe

Date	Event / Action
January 4, 2022	City received letter asserting violations of CVRA
February 15, 2022	City adopts resolution of intent to transition to district-based elections
February - March 2022	City conducts public outreach to explain the districting process and to encourage public participation
April 2022	City holds 1st and 2nd public hearings to obtain input regarding the composition of the districts
May - June 2022	City prepares and posts draft maps and potential sequence of councilmember elections
June - July 2022	City holds 3rd and 4th public hearings to obtain public input regarding content of the draft maps and potential sequence of councilmember elections
August - September 2022	Introduction and adoption of ordinance establishing district-based elections and a final map

Staff Recommendation

- Adopt a Resolution of Intent to transition to District-Based Elections outlining the specific steps to be undertaken to facilitate this transition, and establishing the estimated timeframe for doing so
- Authorize the City Manager to enter into agreements necessary to initiate and facilitate this process when those contracts exceed $45,000

Agenda Item 8.2

STAFF REPORT
CITY COUNCIL

DATE: February 15, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Discussion Regarding City Council Salaries
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will discuss options regarding adjustments to Councilmember salaries.

STAFF RECOMMENDATION:

Discuss and provide direction to Staff regarding adjustments to City Council salaries.

FINANCIAL IMPACT:

Should the City Council adopt an increase at the maximum allowed by law, the financial impact of a partial year (December 2022 – June 2023), including salary-based taxes and contributions, would be an increase of $3,951.60. The full year (12 months) additional cost would be $7,903.20.

DESCRIPTION:

Government Code Section 36516(a) allows a general law city to provide a salary to City Councilmembers. An increase in compensation is allowed by ordinance, and "may not exceed an amount equal to 5% for each calendar year from the operative date of the last adjustment of salary in effect when the ordinance or amendment is enacted" (Government Code Section 36516(4)).

The City Council last adjusted salaries for the City Council in December 2020 (Attachment 1), which became effective after the November 2020 election. City Councilmembers' salary is currently set at $1,285.10 per month. Dublin Municipal Code Section 2.08.40 (Attachment 2) provides an additional $100 per month to the Mayor over the salary received as a Councilmember. The Mayor's current salary is $1,385.10 per month.

The allowable increase for calendar years 2020 through 2022 was calculated as follows:

Current compensation (established in 2020):	$1,285.10
5% increase, 2020 to 2021:	$1,349.36
5% increase, 2021 to 2022:	$1,416.82

If the maximum increase is adopted, the financial impact for a partial year (December 2022 – June 2023) including salary-based taxes and contributions would be $3,951.60. The full year (12 months) additional cost would be $7,903.20.

If it wishes to take such action, the City Council can direct Staff to prepare an ordinance for consideration. In accordance with Dublin Municipal Code Section 2.08.020B and State Law, the increase would not become effective until newly elected Councilmembers are sworn into office following certification of the November 2022 election.

The City Council could also consider:

- Increasing the salaries by an amount less than the maximum permitted by law
- Not increasing the current salary (take no action)
- Reducing current salaries
- Eliminating salaries altogether

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance No. 10-20 Amending Dublin Municipal Code Section 2.08.020 and Providing for an Increase in the Salary for Members of the City Council
2) Dublin Municipal Code Section 2.08.020

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ORDINANCE NO. 10 – 20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

* * * * * * * * *

AMENDING DUBLIN MUNICIPAL CODE SECTION 2.08.020 AND PROVIDING FOR AN INCREASE IN THE SALARY FOR MEMBERS OF THE CITY COUNCIL

THE CITY COUNCIL OF THE CITY OF DUBLIN DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE

Ordinance No. 6-82 established salaries for members of the City Council, as amended by Ordinances No. 22-85, 8-87, 4-88, 3-89, 1-90, 6-91, 23-99, 7-02, 7-04, 3-06, 5-08, 2-12, 10-16 and 07-18. The purpose of this Ordinance is to modify salaries for members of the City Council in accordance with the annual cost-of-living adjustment authorized by Government Code Section 36516. The salary increase shall become effective when new Councilmembers are sworn into office following the certification of the November 2020 General Municipal Election and is payable at the same time and in the same manner as the salary paid to the officers and employees of the City. The increase in the salary from $1,211.33 a month to $1,285.10 a month amounts to an increase equal to 3% for each calendar year from December 2018 as authorized by Section 36516.

Section 2: AMENDMENT OF MUNICIPAL CODE

Section 2.08.020, Subsection A of the Dublin Municipal Code is hereby amended to read as follows: Pursuant to Section 36516 of the Government Code which provides that a City Council may enact an ordinance providing that each member of the City Council shall receive a salary which shall be determined by a schedule of population for cities, the members of the City Council shall receive a salary of one thousand two hundred eighty-five dollars and ten cents ($1,285.10) per month.

Section 3: EFFECTIVE DATE AND POSTING OF ORDINANCE

This Ordinance shall take effect and be in force thirty (30) days from and after the date of the passage. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES: Councilmembers Hernandez, Josey, and Kumagai

NOES: Councilmember Goel and Mayor Haubert

ABSENT:

ABSTAIN:

DocuSign Envelope ID: 094ABFA0-5442-423E-AAA5-CBA04F042E9C

DocuSigned by:
4B4A9732E4974C5...
Mayor

ATTEST:

DocuSigned by:
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City Clerk

2.08.020 Salary for members established.

A. Pursuant to Section 36516 of the Government Code which provides that a City Council may enact an ordinance providing that each member of the City Council shall receive a salary which shall be determined by a schedule of population for cities, the members of the City Council shall receive a salary of one thousand two hundred eighty-five dollars and ten cents ($1,285.10) per month.

B. No Councilmember shall be eligible to receive the increase provided herein until one (1) or more Councilmembers begin a new term of office. (Ord. 10-20 § 2; Ord. 7-18 § 2; Ord. 10-16 § 2; Ord. 2-12 § 2; Ord. 17-09 § 1 (part): Ord. 5-08 § 2; Ord. 3-06 § 2; Ord. 7-04 § 2; Ord. 7-02 § 2; Ord. 23-99 § 2; Ord. 6-91 § 2; Ord. 1-90 § 2; Ord. 3-89 §§ 2, 3: Ord. 4-88 §§ 2, 3: Ord. 8-87 §§ 3, 4: Ord. 22-85 § 3: Ord. 6, 1982)

2.08.040 Mayor's salary.

The Mayor shall receive a monthly salary of one hundred dollars ($100), in addition to that which he/she receives as a Councilmember. (Ord. 17-09 § 1 (part): Ord. 13-92 § 2)