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

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

Regular Meeting of the

DUBLIN CITY COUNCIL

Tuesday, June 21, 2022

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

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

Pursuant to AB 361, the City is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public, without making available any physical location for the public.

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, June 21, 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 6:00 PM

I. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: City Manager

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. ORAL COMMUNICATIONS

3.1 Employee Introductions

New City of Dublin Staff members, Wendy Lam, Senior Accountant in the Administrative Services Department, and Chloe Partain, Summer Intern in the Community Development Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

Staff Report

3.2 Presentation from Dublin San Ramon Services District on Drought and Water Conservation

The City Council will receive a presentation from Dublin San Ramon Services District General Manager Dan McIntyre regarding the drought and water conservation.

STAFF RECOMMENDATION:

Receive the 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 June 7, 2022 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the June 7, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:
Approve the minutes of the June 7, 2022 Regular City Council Meeting.
Staff Report
Attachment 1 - June 7, 2022 Regular City Council Meeting Minutes

4.2 Artwork Selection: Tri-Valley "Picture This" Temporary Public Art Project
The City Council will consider approving the "Picture This" temporary public art project selections. The project is being coordinated in collaboration with neighboring Tri-Valley cities. It will feature decorated, oversized picture frames in prominent and picturesque locations throughout the Tri-Valley, including eight in Dublin.
STAFF RECOMMENDATION:
Approve the proposals for the "Picture This" temporary public art project.
Staff Report
Attachment 1 – "Picture This" Temporary Art Public Art Project Design Proposals

4.3 City Proclamation for the Month of July
The City Council will consider the following proclamation for the month of July in the City of Dublin: Pledge to America's Workers Month.
STAFF RECOMMENDATION:
Approve the proclamation.
Staff Report
Attachment 1 - Pledge to America's Workers Proclamation

4.4 Payment Issuance Report and Electronic Funds Transfers
The City Council will receive a listing of payments issued from May 1, 2022 - May 31, 2022 totaling $12,957,471.28.
STAFF RECOMMENDATION:
Receive the report.
Staff Report
Attachment 1 - Payment Issuance Report for May 2022

4.5 Memorandum of Understanding for 2022 Eastern Alameda County Human Services Needs Assessment
The City Council will consider entering a Memorandum of Understanding with the cities of Livermore and Pleasanton to fund and complete an updated Eastern Alameda County Human Services Needs Assessment.
STAFF RECOMMENDATION:
Adopt the **Resolution** Approving a Memorandum of Understanding between the City of Dublin, City of Livermore, and City of Pleasanton for Execution of an Update to the 2011 Eastern Alameda County Human Services Needs Assessment.
Staff Report
Attachment 1 - Resolution Approving a Memorandum of Understanding Between the City of Dublin, City of Livermore, and City of Pleasanton for Execution of an Update to the 2011 Eastern Alameda County Human Services Needs Assessment
Attachment 2 - Exhibit A to the Resolution - Memorandum of Understanding

4.6 Agreement with Advanced Integrated Pest Management for Pest Control Services

The City Council will consider approving an agreement with Advanced Integrated Pest Management for pest control services.

STAFF RECOMMENDATION:

Adopt the Resolution Approving an Agreement with Advanced Integrated Pest Management for Pest Control Services.

Staff Report
Attachment 1 - Resolution Approving an Agreement with Advanced Integrated Pest Management for Pest Control Services
Attachment 2 - Exhibit A to the Resolution - Agreement with Advanced Integrated Pest Management for Pest Control Services
Attachment 3 - Request for Proposals - Pest Control Services
Attachment 4 - Proposal - Advanced Integrated Pest Management

4.7 Approval of Plans and Specifications, Approving Relief of Ghilotti Construction Company, Inc.'s Bid, Waiving Minor Bid Irregularities, and Awarding a Contract to Ghilotti Bros., Inc. for the Dublin Boulevard Pavement Rehabilitation Project, CIP No. ST0117 and ST0120, Federal Aid No. STPL-5432 (021)

The City Council will consider approving the plans and specifications, approving relief of Ghilotti Construction Company, Inc.'s bid, waiving minor bid irregularities, and awarding a construction contract to Ghilotti Bros., Inc. for the Dublin Boulevard Pavement Rehabilitation Project. The project will perform pavement repairs, asphalt concrete overlay, and other roadway improvements on Dublin Boulevard between Scarlett Drive and Hacienda Drive.

STAFF RECOMMENDATION:

Adopt the Resolution Approving the Plans and Specifications, Approving Relief of Ghilotti Construction Company, Inc.'s Bid, Waiving Minor Bid Irregularities, and Awarding a Contract to Ghilotti Bros., Inc. for the Dublin Boulevard Pavement Rehabilitation Project (CIP No. ST0117 and ST0120, STPL-5432 (021)).

Staff Report
Attachment 1 - Resolution Approving the Plans and Specifications, Approving Relief of Ghilotti Construction Company, Inc.'s Bid, Waiving Minor Bid Irregularities, and Awarding a Contract to Ghilotti Bros. Inc.
Attachment 2 - CIP No. ST0117 and ST0120
Attachment 3 - Bid Results
Attachment 4 - Ghilotti Construction Company, Inc.'s Letter Request for Relief of Bid
Attachment 5 - CEQA Exemption / NEPA Categorical Exclusion Determination Form

4.8 General Municipal Election - November 8, 2022

The City Council will consider requesting the Alameda County Board of Supervisors consolidate the City of Dublin Municipal Election with the Statewide General Election. The City Councilmembers will determine whether the statement of qualifications each candidate is allowed to place in the sample ballot should be a maximum of 200 or 400 words and whether the City or each candidate should pay the costs associated with printing their candidate statement.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the Resolution Calling for a General Municipal Election To Be Held in the City of Dublin on November 8, 2022, Requesting the Alameda

County Board of Supervisors Consolidate the City of Dublin General Municipal Election With the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate's Statement and the Costs Thereof; and 2) affirm Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices.

Staff Report

Attachment 1 - Resolution Calling for a General Municipal Election To Be Held in the City of Dublin on November 8, 2022, Requesting the Alameda County Board of Supervisors Consolidate the City of Dublin General Municipal Election With the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate's Statement and the Costs Thereof

Attachment 2 - Code of Fair Campaign Practices

Attachment 3 - Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices

4.9 Consulting Services Agreement with Hinderliter, de Llamas and Associates for Sales Tax Analysis, Audit and Information Services; and Authorization to Examine Sales and Use Tax Records

The City Council will consider approving an agreement with Hinderliter, de Llamas and Associates (HdL) for Sales Tax Analysis, Audit and Information services. In addition, The California Department of Tax and Fee Administration (CDTFA), requires that the City reestablish the authorization of designated representatives, with HdL, every time a new agreement if put into place, to comply with the current requirements of Section 7056 of the California Revenue and Taxation Code which sets forth the requirements and conditions for the disclosure of CDTFA records.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Consulting Services Agreement between the City of Dublin and Hinderliter, de Llamas and Associates, and adopt the **Resolution** Authorizing Examination of Sales and Use Tax Records.

Staff Report

Attachment 1 - Resolution Approving a Consulting Services Agreement between the City of Dublin and Hinderliter, de Llamas and Associates

Attachment 2 - Exhibit A to the Resolution - Consulting Services Agreement with Hinderliter, de Llamas and Associates for Sales Tax Analysis, Audit and Information Services

Attachment 3 - Resolution Authorizing Examination of Sales and Use Tax Records

Attachment 4 - Request for Proposal Municipal Sales/Use Tax Auditing Economic Analysis Services

4.10 Consulting Services Agreement with Chandler Asset Management for Investment and Asset Management Services

The City Council will consider approving an agreement with Chandler Asset Management for Investment and Asset Management Services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Consulting Services Agreement Between the City of Dublin and Chandler Asset Management.

Staff Report

Attachment 1 - Resolution Approving a Consulting Services Agreement between the City of Dublin and Chandler Asset Management
Attachment 2 - Exhibit A to the Resolution - Consulting Services Agreement with Chandler Asset Management for Investment and Asset Management Services
Attachment 3 - Request for Proposals - Investment Advisory Services

4.11 Second Amendment to the Agreement with Management Partners

The City Council will consider approving a second amendment to the agreement with Management Partners for consulting services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Second Amendment to the Agreement with Management Partners for Consulting Services.

Staff Report
Attachment 1 - Resolution Approving a Second Amendment to Consulting Services Agreement Between the City of Dublin and Management Partners
Attachment 2 - Exhibit A to the Resolution - Second Amendment to the Agreement with Management Partners
Attachment 3 - Consulting Services Agreement Between the City of Dublin and Management Partners
Attachment 4 - First Amendment to the Consulting Services Agreement Between the City of Dublin and Management Partners.pdf

4.12 Five-Year Review of Fire and Emergency Response Services Contract with Alameda County Fire Department

The City Council will receive a five-year evaluation report on fire and emergency response services provided under contract by the Alameda County Fire Department.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

4.13 Annual Update to the Master Fee Schedule

The City Council will consider adopting an annual update to the Master Fee Schedule as prescribed by the City's User Fee Cost Recovery Policy (Resolution 160-12).

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City.

Staff Report
Attachment 1 - Resolution Adopting an Annual Update to the Master Fee Schedule for Service Provided by the City
Attachment 2 - Exhibit A to the Resolution - City of Dublin Master Fee Schedule, FY 2022-23
Attachment 3 - City of Dublin Master Fee Schedule Prior to Rounding

4.14 Authorizing Remote Meetings of City Council and City Commissions Due to Increase in COVID-19 Cases

From March 2020 through September 2021, the City conducted meetings of its legislative bodies remotely pursuant to various executive orders that suspended certain Brown Act provisions. In October, the City returned to in- person meetings and at the same time

state law changed to require certain findings to be made for an agency to meet remotely. Under the new law, AB 361, the City can conduct virtual meetings where the Governor has proclaimed a State of Emergency and state or local health officials have imposed or recommended social distancing or where the City Council has declared the need to meet remotely due to imminent risks to the health or safety of attendees. On January 11, 2022, the City Council adopted a resolution pursuant to AB 361 authorizing remote teleconferenced meetings for a 30 day period ending February 10, 2022. Due to the current increase in cases resulting from the Omicron variants, it would be prudent for the City Council and City Commissions to have the ability to attend meetings virtually for at least the next 30 days. The City Council will consider adopting a resolution that would allow for virtual attendance for the next 30 days.

STAFF RECOMMENDATION:

Adopt the **Resolution** Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin Pursuant to AB 361.

Staff Report

Attachment 1 - Resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin Pursuant to AB 361

4.15 Dublin Senior Living Project (PLPA-2021-00042)

On June 7, 2022, the City Council held a Public Hearing to consider the Dublin Senior Living Project consisting of a two-story, 155,517- square -foot building with 152 units, including 114 assisted living units, 38 memory care units and a total of 174 beds. The City Council waived the first reading and introduced the Ordinance approving the Planned Development Zoning and adopted a Resolution approving the Site Development Review Permit. The City Council will hold a second reading of the Ordinance approving the Planned Development Zoning.

STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Considering the CEQA Addendum, Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Dublin Senior Living Project.

Staff Report

Attachment 1 - Ordinance Considering the CEQA Addendum, Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Dublin Senior Living Project

Attachment 2 - City Council Staff Report June 7, 2022 without Attachments

4.16 Special Designation of General Fund Reserves for Fiscal Year 2021-22

In accordance with the City's Fund Balance and Reserves Policy, the City Council will consider special designations of General Fund reserves for Fiscal Year 2021-22.

STAFF RECOMMENDATION:
Adopt the **Resolution** Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2021-22.
Staff Report
Attachment 1 - Resolution Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2021-22
Attachment 2 - Fiscal Year 2021-22 General Fund Reserves.pdf

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING

6.1 Tri-Valley Transportation Development Fee Adoption
The City Council will consider adopting the Tri-Valley Transportation Development Fee pursuant to the requirements of the Joint Exercise of Powers Agreement of the Tri-Valley Transportation Council.
STAFF RECOMMENDATION:
Conduct a public hearing, deliberate, and adopt the **Resolution** Adopting the Tri-Valley Transportation Development Fee Pursuant to the Requirements of the Joint Exercise of Powers Agreement.
Staff Report
Attachment 1 - Resolution Adopting the Tri-Valley Transportation Development Fee Pursuant to the Requirements of the Joint Exercise of Powers Agreement
Attachment 2 - Exhibit A to the Resolution - TVTC Resolution No. 2021-10 and 2020 Nexus Study
Attachment 3 - Exhibit B to the Resolution - AB 602 Supplemental Analysis
Attachment 4 - Exhibit C to the Resolution - TVTC Resolution No. 2022-07 and 2022 Strategic Expenditure Plan Prioritization of Projects, and Funding Plan
Item 6.1 - PowerPoint Presentation

6.2 Street Lighting Maintenance District 1983-1; Landscape and Lighting District 1983-2; Landscape and Lighting District 1986-1; Landscape and Lighting District 1997-1; Street Lighting District 1999-1
The City Council will consider approving the Engineer's Reports and the levy of special assessments in each of the five assessment districts for Fiscal Year 2022-23. A public hearing is required to set the annual levy.
STAFF RECOMMENDATION:
Conduct the public hearing, deliberate, and adopt the **Resolution** Approving the Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of Assessment for City of Dublin Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting District 1999-1.
Staff Report
Attachment 1 - Resolution Approving the Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of Assessment for City of Dublin Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting District 1999-1

Attachment 2 - City Council Staff Report dated May 17, 2022 (without attachments)
Attachment 3 - Engineer's Report for Street Lighting Maintenance District 1983-1
Attachment 4 - Engineer's Report for Landscaping and Lighting District 1983-2
Attachment 5 - Engineer's Report for Landscaping and Lighting District 1986-1
Attachment 6 - Engineer's Report for Landscaping and Lighting District 1997-1
Attachment 7 - Engineer's Report for Street Lighting Maintenance District 1999-1
Item 6.2 - PowerPoint Presentation

6.3 Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2022-23 Annual Assessment

The City Council will consider adopting two separate resolutions establishing the garbage rates effective July 1, 2022 and establishing the Fiscal Year 2022-23 refuse-related property tax assessment. The proposed rates include the costs associated with implementing California State Senate Bill (SB) 1383, which created regulations to increase the diversion of organic waste from landfills.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2022- 23; and adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

Staff Report
Attachment 1- Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2022-2023
Attachment 2- Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services
Attachment 3 - Exhibit A to the Resolution - Proposed Adjustment to Garbage Company Rates
Attachment 4 - Methodology Used for Fiscal Year 2022-2023 Annual Garbage Rate Adjustment in Accordance with Agreement Between City of Dublin and Amador Valley Industries
Attachment 5 - Proposed vs. Current Rates
Attachment 6 - Local Area Rate Comparison
Item 6.3 - PowerPoint Presentation

6.4 Dublin Districts—Public Hearing 3: Draft District Map Review and Community Feedback Opportunity

The City Council will hold a public hearing to give the community an opportunity to provide feedback regarding the boundaries and composition of the draft maps. At the February 15, 2022, meeting, the City Council adopted a Resolution Declaring its Intention to Transition From an At-Large Election System to a District-Based Election System. The City has held two Public Hearings, in accordance with Elections Code section 10010, for the community to provide input on the composition of the districts prior to any maps being drawn. The City must now hold two additional public hearings over a period of no more than 45 days for the public to provide input regarding draft maps, sequence of elections, communities of interest, and potential district boundaries, and to provide direction on draft maps options and refinements. Maps considered at this meeting must have been published at least seven days before the public hearing. Representatives from

National Demographics Corporation will provide a brief presentation prior to the public hearing to review the draft maps and legal criteria for district maps.

STAFF RECOMMENDATION:

Receive the presentation, open the public hearing, receive public comment, provide direction to staff regarding preferred configurations and changes to draft maps, close the public hearing.

Staff Report
Attachment 1 - Draft Maps
Item 6.4 - PowerPoint Presentation
Item 6.4 – SB 343

UNFINISHED BUSINESS

7.1 Informational Report on Efforts to Facilitate Accessory Dwelling Unit Production

The City Council will receive an informational report on City efforts to facilitate the production of Accessory Dwelling Units, including preparation of permit-ready prototype plans and an Accessory Dwelling Unit Manual.

STAFF RECOMMENDATION:

Receive report.

Staff Report
Attachment 1 - ADU Manual
Item 7.1 - PowerPoint Presentation

7. NEW BUSINESS – None.

8. 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: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin Staff members, Wendy Lam, Senior Accountant in the Administrative Services Department and Chloe Partain, Summer Intern in the Community Development Department, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff members, Wendy Lam, Senior Accountant in the Administrative Services Department and Chloe Partain, Summer Intern in the Community Development Department, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.1

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the June 7, 2022 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approval of the minutes of the June 7, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 7, 2022 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the June 7, 2022 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) June 7, 2022 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: June 7, 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 5:00 PM

I. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: 1 case.

REGULAR MEETING 5:30 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, June 7, 2022**, in the City Council Chamber. The meeting was called to order at 5:37 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 OUT OF CLOSED SESSION

Mayor Hernandez reported there was nothing to report out of Closed Session.

3) ORAL COMMUNICATIONS

3.1) Employee Introduction

New City of Dublin Staff member, Jackie Dwyer, Parks and Community Services Director, was introduced.

3.2) Youth Advisory Committee Annual Presentation

The City Council received a presentation from the Youth Advisory Committee on its activities and accomplishments during the 2021-22 term.

3.3) Public Comment

Mayor's Council provided public comment.

Golden Shao provided public comment.

Shawn Costello provided public comment.

4) CONSENT CALENDAR

4.1) Approved the May 17, 2022 Special and Regular City Council Meeting Minutes.

4.2) Adopted Resolution No. 56-22 titled, "Adopting a List of Projects Funded in Fiscal Year 2022-23 by Senate Bill 1, the Road Repair and Accountability Act of 2017."

4.3) Adopted Resolution No. 57-22 titled, "Adopting an Appropriations Limit for Fiscal Year 2022-23."

4.4) Adopted Resolution No. 58-22 titled, "Approving an Agreement with HERC Rentals for Electrical Equipment Rental for City-Produced Events," Resolution No. 59-22 titled, "Approving an Agreement with Prime Time Entertainment for Lighting and Sound Services for City-Produced Events," and Resolution No. 60-22 titled, "Approving an Agreement with Special Events Rentals for Tents, Stages, and Other Event Furniture Rentals for City-Produced Events."

4.5) Approved the Heritage and Cultural Arts Commission's recommendations for the 2022 Utility Box Art Program.

4.6) Approved the budget change for the Purchase of Two Dual-Purpose Police Motorcycles.

4.7) Waived the reading, adopted Ordinance No. 05-22 titled, "Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Inspiration Drive Memory Care Project," and waived the reading and adopted Ordinance No. 06-22 titled, "Approving an Amendment to Planned Development Ordinance No. 07-03 for the Valley Christian Center."

4.8) Inspiration Drive Assisted Living Project (PLPA-2020-00045)

Item was pulled from the Consent Calendar.

Motion by Councilmember Kumagai, seconded by Councilmember Hu, and by a three-to-two vote, the City Council waived the reading and adopted Ordinance No. 07-22 titled "Amending the

Zoning Map and Approving a Planned Development Zoning District with a Stage 1 and Stage 2 Development Plan for the Inspiration Drive Assisted Living Project."

RESULT:	**ADOPTED [Three to Two Vote]**
MOVED BY:	Shawn Kumagai, Councilmember
SECOND:	Dr. Sherry Hu, Councilmember
AYES:	Kumagai, McCorriston, Hu
NOES:	Josey, Hernandez

4.9) Adopted Resolution No. 61-22 titled, "Approving an Agreement with the County of Alameda for Additional Library Services for Fiscal Year 2022-23."

4.10) Adopted Resolution No. 62-22 titled, "Approving an Amendment to the Agreement Between the City of Dublin and County of Alameda for Traffic Signal and Street Lighting Maintenance, and Real Estate Services."

4.11) Adopted Resolution No. 63-22 titled, "Approving a Software-as-a-Service (SAAS) Agreement with Recyclist for Senate Bill 1383 Recordkeeping."

4.12) Adopted Resolution No. 64-22 titled, "Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin, Dublin Plaza, and Box World."

4.13) Adopted Resolution No. 65-22 "Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin Pursuant to AB 361."

4.14) Directed Staff to review the City's Conflict of Interest Code and take the appropriate action.

4.15) Adopted Resolution No. 66-22 titled, "Approving the Agreement with ECS Imaging, Inc. for Scanning and Imaging Services Related to City Records."

4.16) Adopted Resolution No. 67-22 titled, "Approving the Agreement with All City Management Services, Inc. for the Provision of Crossing Guard Services for Fiscal Year 2022-23."

4.17) Adopted Resolution No. 68-22 titled, "Approving a Software User Agreement with Brightly Software, Inc."

4.18) Adopted Resolution No. 69-22 titled, "Approving Agreements for On-Call Audio Visual Technology Engineering Design Services."

4.19) Confirmed the Mayor's appointments to the Youth Advisory Committee and the Student Representative to the Parks and Community Services Commission for the 2022-2023 term.

Motion by Councilmember Kumagai, seconded by Vice Mayor Josey, and by unanimous vote, the City Council adopted the Consent Calendar items, except item 4.8.

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

5) WRITTEN COMMUNICATION - None.

6) PUBLIC HEARING

6.1) Dublin Senior Living Project (PLPA-2021-00042)

The City Council received a presentation on a proposed project to develop a community care facility located at 5751 Arnold Road. The proposed project consists of a two-story, 155,517-square-foot building with 152 units, including 114 assisted living units, 38 memory care units and a total of 174 beds.

Mayor Hernandez opened the public hearing.

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

Motion by Vice Mayor Josey, seconded by Councilmember McCorriston, and by unanimous vote, the City Council waived the reading and introduced the Ordinance Considering the CEQA Addendum, Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Dublin Senior Living Project and adopted Resolution No. 70-22 titled, "Approving a Site Development Review Permit for the Dublin Senior Living Project."

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

6.2) Proposed Budget for Fiscal Years 2022-23 and 2023-24

The City Council received a presentation on the Proposed Budget for Fiscal Years 2022-23 and 2023-24 and related salary plans.

Mayor Hernandez opened the public hearing.

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

Motion by Councilmember Kumagai, seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted Resolution No. 71-22 titled, "Adopting a Budget for the City of Dublin for Fiscal Year 2022-23," Resolution No. 72-22 titled, "Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules," and Resolution No. 73-22 titled, "Establishing a Salary Plan for Management Positions Exempt from Competitive Service."

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

6.3) Adopting the Five-Year Capital Improvement Program 2022-2027

The City Council received a presentation on the Five-Year Capital Improvement Program which contains public capital projects proposed for completion from Fiscal Year 2022-23 through Fiscal Year 2026-27.

By consensus, the City Council directed Staff to do a study on adding a digital marquee sign at Emerald Glen Park.

Mayor Hernandez opened the public hearing.

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

Motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote, the City Council adopted Resolution No. 47-22 titled, "Adopting the Five-Year Capital Improvement Program 2022-2027."

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

7) UNFINISHED BUSINESS – None.

8) NEW BUSINESS - None.

9) OTHER BUSINESS

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).

Mayor Hernandez recognized the passing of former Dublin City Councilmember Valerie Barnes and asked for a moment of silence.

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 8:38 p.m. in memory of former Dublin City Councilmember Valerie Barnes.

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 4.2

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Artwork Selection: Tri-Valley "Picture This" Temporary Public Art Project
Prepared by: Shaun Chilkotowsky, Heritage & Cultural Arts Manager

EXECUTIVE SUMMARY:

The City Council will consider approving the "Picture This" temporary public art project selections. The project is being coordinated in collaboration with neighboring Tri-Valley cities. It will feature decorated, oversized picture frames in prominent and picturesque locations throughout the Tri-Valley, including eight in Dublin.

STAFF RECOMMENDATION:

Approve the proposals for the "Picture This" temporary public art project.

FINANCIAL IMPACT:

The cost for the project is estimated at $7,200. Funding for temporary art projects is included in the Parks and Community Services Department's annual operating budget and is funded by the Public Art Fund.

DESCRIPTION:

Background
In October 2019, the City Council approved an annual temporary art display program. Each year, the Staff works with the Heritage and Cultural Arts Commission (Commission) to identify the program that will be developed and implemented each year.

For this project, the City collaborated with neighboring cities to participate in a regional temporary art program that would combine the individual efforts of each city to create a temporary art program that spans the Tri-Valley.

"Picture This"

"Picture This" is a temporary public art program that features oversized painted wood picture frames in prominent locations around Dublin and the Tri-Valley. The picture frames will be approximately 4ft wide by 3ft tall and mounted approximately 3ft off the ground, standing no more than six feet high. The decorated area will be the approximately six-inch wide frame border that artists are commissioned to paint.

The frames will be placed in prominent and notable locations such as City parks, facilities, and open spaces. The intent is to "frame" a picturesque backdrop in which one might want to be photographed.

An artist stipend of $300 will be made available to each selected artist, and it is estimated that each wood frame will cost around $300 to build and install. Lastly, additional funding for interpretative signage, advertising, marketing, and outreach will be necessary. Each participating city will cover its own cost for artist stipends and material costs, while advertising, marketing, and outreach would be a joint effort with costs shared.

At its April 14, 2022, meeting, the Heritage and Cultural Arts Commission provided feedback and comments to finalize the details of the temporary art project. This feedback included identifying locations for frames to be placed and selecting a representative to serve on an ad-hoc joint selection committee comprising representatives from other participating cities.

On May 12, 2022, a joint Call for Artists seeking design proposals was issued. The open call was publicized through social media, direct emails, and contact with arts organizations. The deadline to apply was May 27, 2022.

Over 80 responses were received during the open submission period. On May 31, 2022, a meeting of the ad-hoc joint selection committee reviewed design proposals and recommended eight to be located throughout Dublin. These proposals, including the intended display location, are included in Attachment 1.

It is anticipated the artworks will be unveiled in July 2022 and on display through early fall.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

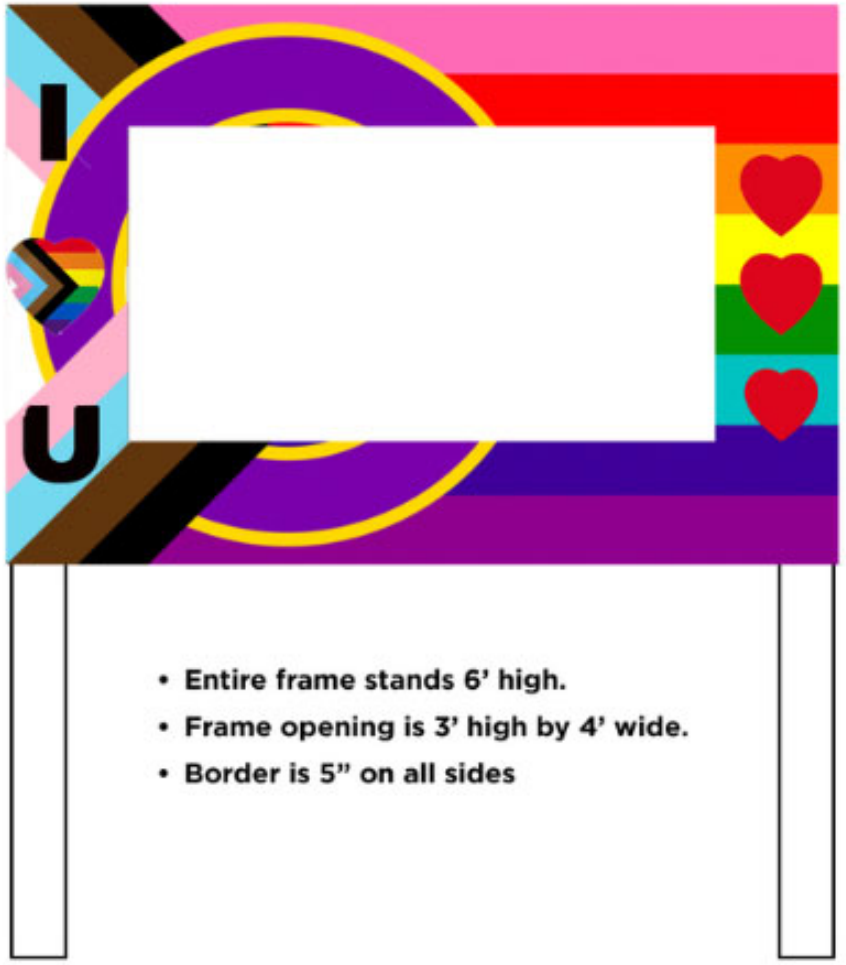
ATTACHMENTS:

1) "Picture This" Temporary Art Public Art Project Design Proposals

DUBLIN
CALIFORNIA

Tri-Valley Public Art "Picture This" Dublin Selections

Dublin #1

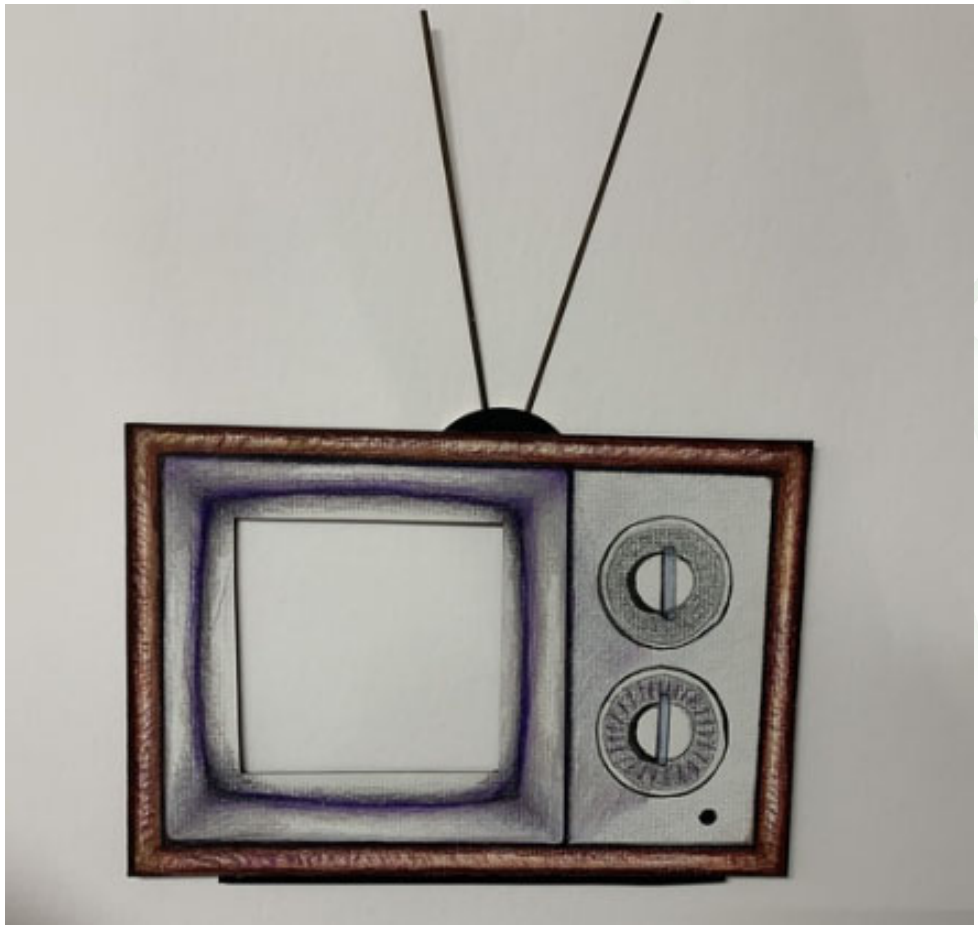


Vanessa Thomas

Inclusive Heart

(Civic Center)

Dublin #2

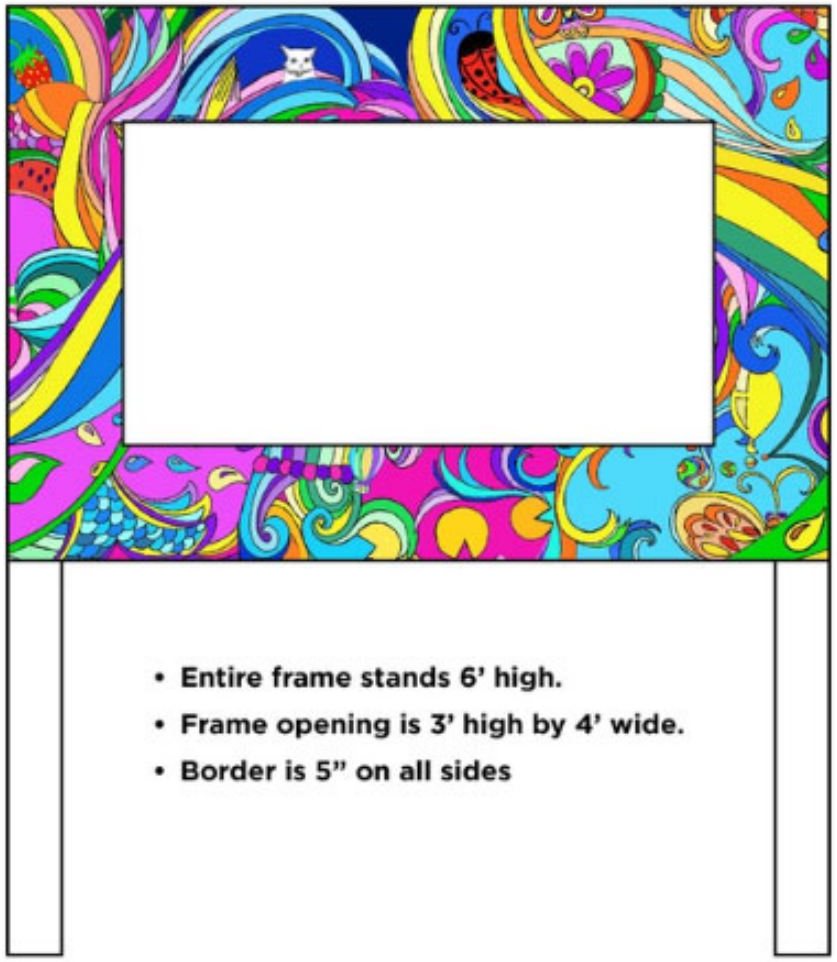


Sawsan Jari

As Seen on TV

(Library/DSG)

Dublin #3

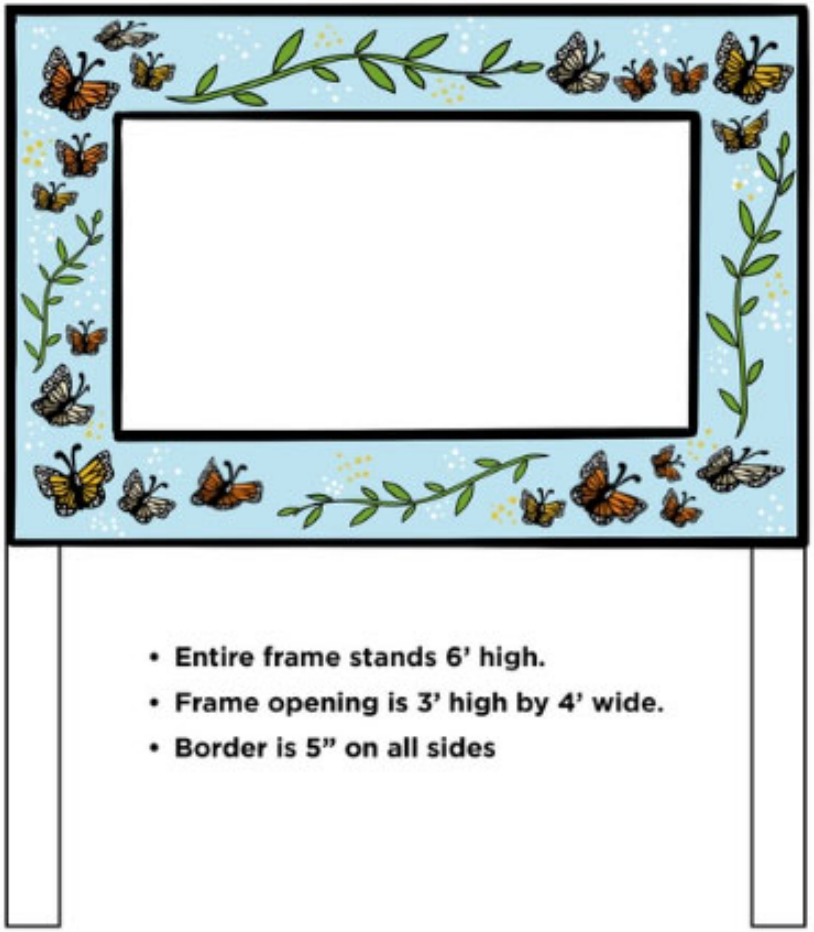


Sophia Lee

Submarine Portal

(Emerald Glen Park)

Dublin #4

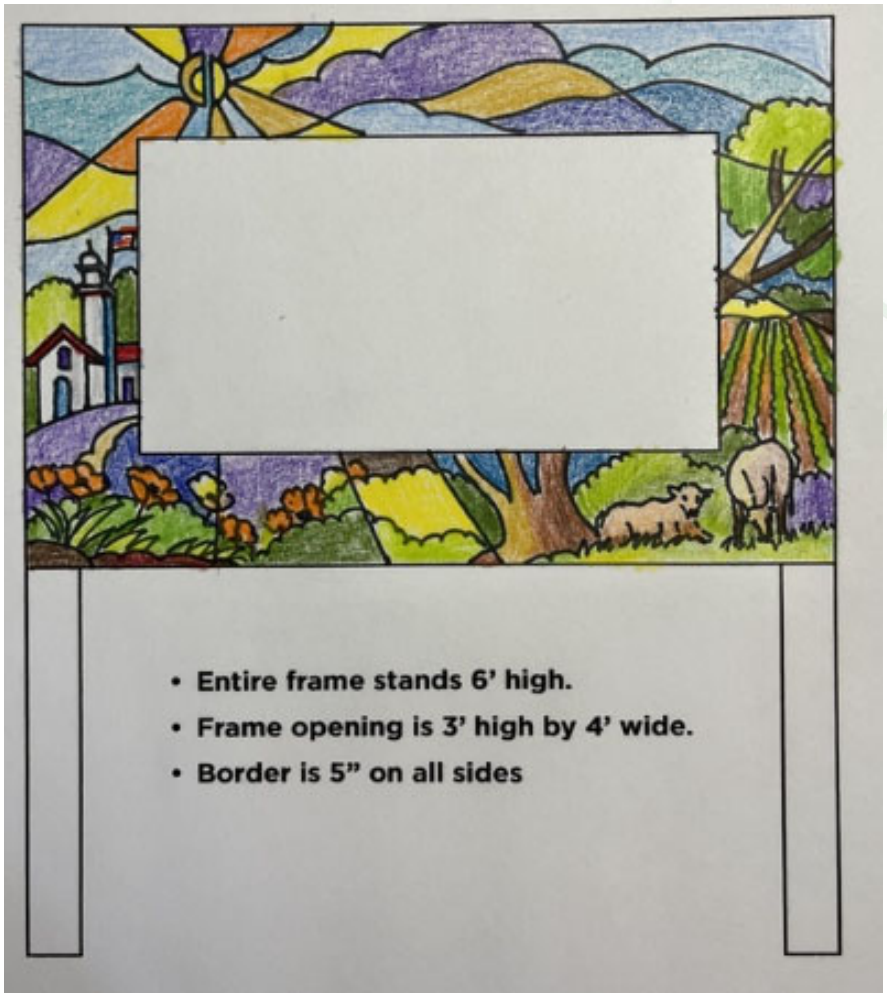


Elle Grintsaig

Butterfly Garden

(Butterfly Knoll Park)

Dublin #5



Rekha Joshi

Beauty of Tri-Valley

(Heritage Park)

Dublin #6

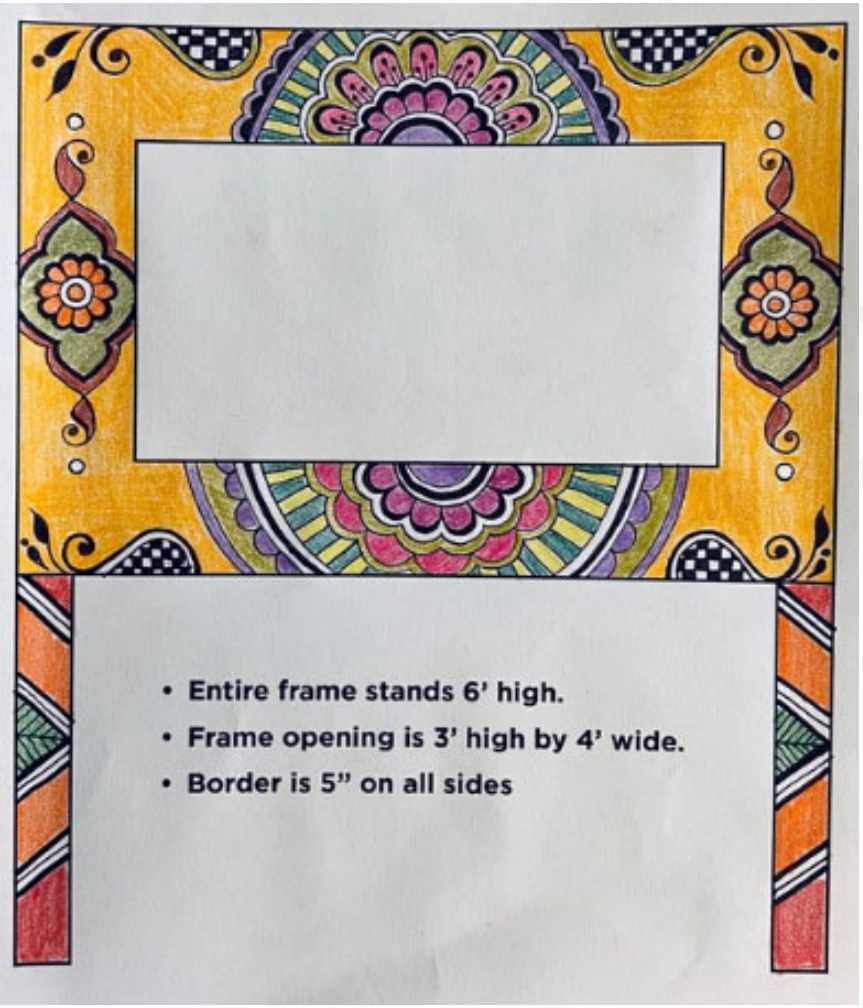


Vanessa Stafford

Egret in the River

(Alamo Creek Trail)

Dublin #7

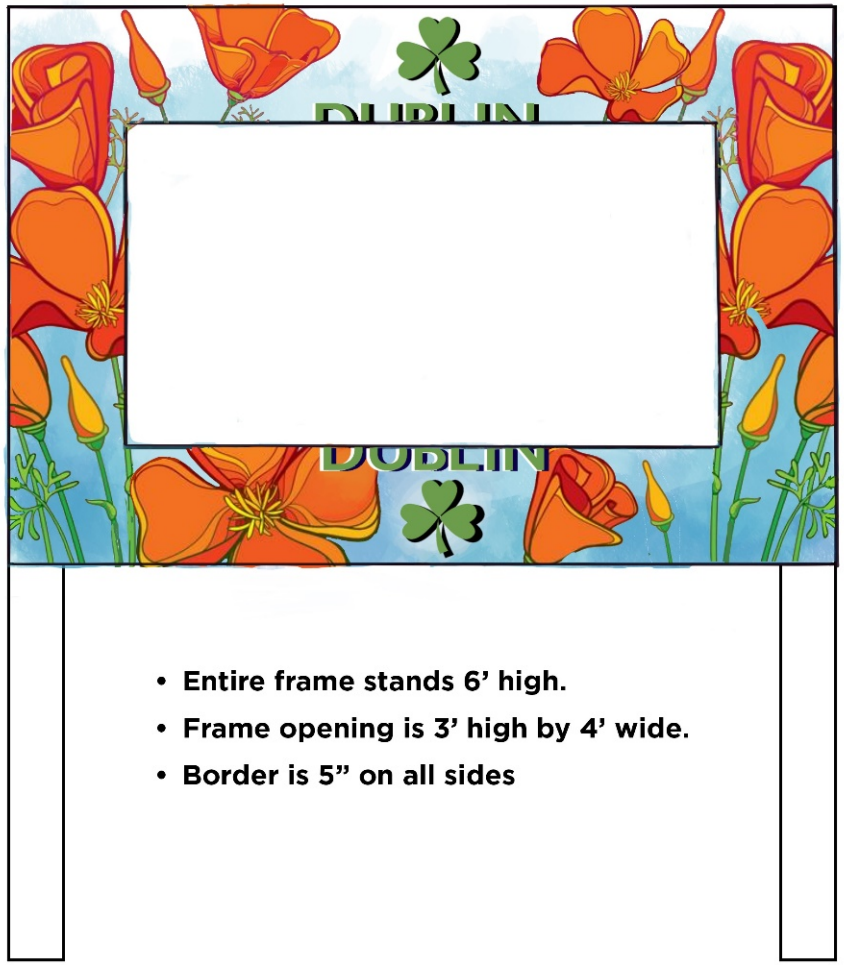


Swati Rastogi

Mandala Design

(Fallon Sports Park)

Dublin #8



Ranjini Venkatachari

Poppies

(Sunrise Park)

Agenda Item 4.3

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Proclamation for the Month of July
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will consider the following proclamation for the month of July in the City of Dublin: Pledge to America's Workers Month.

STAFF RECOMMENDATION:

Approve the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider the following proclamation for the month of July:

1. Pledge to America's Workers Month
   Pledge to America's Workers Month, a federal initiative, celebrates the resilience and unlimited potential of America's workers and industries by honoring State and private-sector organizations that have pledged to train, educate, and reskill American workers; and reaffirm our unparalleled support for our workforce amidst the COVID-19 pandemic.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Pledge to America's Workers Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Pledge to America's Workers Month"

WHEREAS, in July 2018, President Trump signed an Executive Order establishing the President's National Council for the American Worker. The Council, made up of 14 Federal agencies, is charged with developing a national strategy for training and reskilling workers for high-demand occupations and the industries of the future; and

WHEREAS, in Alameda County, the Alameda County Workforce Development Board supports the business community, higher education, economic development, labor, government, and community-based organizations in helping prepare them for training skilled workers; and

WHEREAS, the Alameda County Workforce Development Board provides employers and job seekers with universal access to tools, resources, and services that assist them with obtaining employment and is working to develop layoff aversion strategies with increasing demand during the COVID-19 pandemic; and

WHEREAS, the Alameda County Workforce Development Board is a useful resource for job seekers in Alameda County and has provided the following services to adults and dislocated workers during the last year: 631 participants enrolled into WIOA Title I program, $433,302 invested in occupational training, 87 participants earned industry-recognized credentials, 314 participants entered employment.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim July 2022 as "Pledge to America's Workers Month" in the City of Dublin to acknowledge, support, and educate its citizens on the resources available in Alameda County for workers seeking career and occupational support.

DATED: June 21, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

STAFF REPORT
CITY COUNCIL

DATE: June 21, 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 May 1, 2022 – May 31, 2022 totaling $12,957,471.28.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

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

Total Number of Payments: 370
Total Amount of Payments: $12,957,471.28

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning May 1, 2022 through May 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.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for May 2022

City of Dublin
Payment Issuance Report
Payments Dated 5/1/2022 through 5/31/2022

Date Issued	Payee		Amount	Description
05/02/2022	ACTIVE NETWORKS, LLC		51,000.00	RECREATION SOFTWARE ANNUAL SERVICES
05/02/2022	ANGEL HOUZE CLAY ART		900.00	REC CLASS INSTRUCTOR
05/02/2022	ARORA, AKSHAY		5,041.20	REC CLASS INSTRUCTOR
05/02/2022	AT&T		1,802.67	CIVIC CENTER FIBER SERVICES
			480.00	CIVIC CENTER FIBER SERVICES
		Check Total:	2,282.67	
05/02/2022	AT&T - CALNET 3		1,209.96	SERVICE TO 04/12/2022
			624.80	SERVICE TO 04/14/2022
		Check Total:	1,834.76	
05/02/2022	BAY ALARM COMPANY		642.78	ALARM SERVICES - HERITAGE CENTER
			10.00	ALARM SERVICES - WAVE SNACK BAR
		Check Total:	652.78	
05/02/2022	BAY AREA AIR QUALITY MGMT DIST		434.00	AIR QUALITY ANNUAL PERMIT
05/02/2022	CAL ENGINEERING & GEOLOGY INC		7,335.00	ENGINEERING SERVICES - MAR 2022
05/02/2022	CALIFORNIA SPIRIT ELITE, INC.		3,528.00	REC CLASS INSTRUCTOR
05/02/2022	CARBONIC SERVICE		1,048.54	POOL CHEMICALS
05/02/2022	COMCAST		2,117.13	INTERNET/CABLE SVC VARIOUS CITY DEPTS
05/02/2022	DELL MARKETING L.P.		82,492.21	COMPUTERS AND MONITORS
05/02/2022	DEPT OF CONSERVATION		8,439.23	SEISMIC HAZARD MAPPING FEE JAN-MAR 2022
05/02/2022	DIV OF THE STATE ARCHITECT		186.00	DIVISION OF STATE ARCHITECT CASP JAN-MAR 2022
05/02/2022	EAST BAY REGIONAL PARK DIST		39,090.67	MAINT TASSAJARA CREEK/ALAMO CANAL TRAILS
05/02/2022	FERGUSON, ROBERT		1,314.00	REC CLASS INSTRUCTOR
05/02/2022	GUIDA SURVEYING INC.		1,000.00	ENGINEERING SERVICES - FEB 2022
			300.00	ENGINEERING SERVICES - MAR 2022
		Check Total:	1,300.00	
05/02/2022	HAIR EMPORIUM		4,901.48	COMMERCIAL FACADE IMPROV GRANT REIMB
05/02/2022	HD SUPPLY CONST & INDUSTRIAL		132.64	OFFICE SUPPLY - DIGITAL BOX LEVEL
05/02/2022	HDL COREN & CONE		1,764.96	PROPERTY TAX CONSULTING SERVICES APR-JUN 2022
05/02/2022	HOME GUARD, INC.		171.60	REFUND BUILDING PERMIT FEE
05/02/2022	INTEGRA PLANNING & LANDSCAPE		1,417.50	ENGINEERING SERVICES – FEB 2022
			540.00	ENGINEERING SERVICES - MAR 2022
		Check Total:	1,957.50	
05/02/2022	JOSEY, JEAN		239.54	REIMB NLC CONGRESSIONAL CITIES CONF EXPENSES
05/02/2022	KIMLEY-HORN AND ASSOC. INC.		3,207.05	ENGINEERING SERVICES - FEB 2022
			14,795.00	ENGINEERING SERVICES - JAN 2022
			7,250.00	ENGINEERING SERVICES - MAR 2022
			41,162.75	HOUSING ELEMENT UPDATE CONSULTING SERVICES
			31,432.30	SCS DUBLIN ENVIRONMENTAL IMPACT REPORT
		Check Total:	97,847.10	
05/02/2022	KITTELSON & ASSOCIATES, INC.		2,471.25	ENGINEERING SERVICES
05/02/2022	KNIGHTS OF COLUMBUS		130.00	RED, BLUE, & GOLD EVENT - MAYOR HERNANDEZ
05/02/2022	LANLOGIC INC.		1,050.00	MALWARE PROTECTION SERVICES
			425.00	NETWORK MONITORING SERVICES
		Check Total:	1,475.00	
05/02/2022	LEAGUE OF CALIFORNIA CITIES		150.00	CA CITIES EAST BAY DIV MEETING-3 ATTENDEES
05/02/2022	LOGOBOSS		47.91	CODE ENFORCEMENT STAFF HATS
05/02/2022	MACLEOD WATTS INC.		11,600.00	ACTUARIAL CONSULTING SERVICES
05/02/2022	MAKE ME A PRO SPORTS		2,970.00	REC CLASS INSTRUCTOR
05/02/2022	MANAGEMENT PARTNERS INC.		525.00	EXECUTIVE COACHING-RECREATION MANAGER
05/02/2022	MEYERS NAVE		13,073.50	LEGAL SERVICES COST ONLY INVOICE MAR 2022

City of Dublin
Payment Issuance Report
Payments Dated 5/1/2022 through 5/31/2022

Date Issued	Payee	Amount	Description
05/02/2022	MICHAEL BAKER INT'L, INC.	11,685.00	CONSULTING SVCS-AFFORDABLE RENTAL HOUSING
05/02/2022	NICHOLS CONSULTING ENGINEERS	6,437.50	ENGINEERING SERVICES - APR 2022
		12,178.75	ENGINEERING SERVICES - FEB 2022
	Check Total:	18,616.25	
05/02/2022	OFFICE TEAM	1,452.00	TEMPORARY OFFICE ASSISTANCE
05/02/2022	PAKPOUR CONSULTING GROUP, INC.	54,778.75	ENGINEERING SERVICES - MAR 2022
05/02/2022	PARK ENGINEERING, INC.	8,164.87	ENERGY EFFICIENCY PROJECT MGMT FEB-MAR 2022
05/02/2022	PECKHAM & MCKENNEY	8,666.66	RECRUITMENT SVCS FOR P&CS DIRECTOR
05/02/2022	PETIT, CHRISTINE	523.20	REC CLASS INSTRUCTOR
05/02/2022	PG&E	276.62	SERVICE TO 03/31/2022
		71.74	SERVICE TO 04/05/2022
		51,577.83	SERVICE TO 04/06/2022
		260.34	SERVICE TO 04/08/2022
		107.81	SERVICE TO 04/11/2022
		3,502.27	SERVICE TO 04/12/2022
		213.89	SERVICE TO 04/13/2022
	Check Total:	56,010.50	
05/02/2022	PRUDENTIAL OVERALL SUPPLY	147.40	MAT SERVICE - SHANNON CENTER
05/02/2022	SABOO INC.	172,160.18	CONSTRUCTION-HERITAGE PARK CEMETARY IMPROV
05/02/2022	SAFE SLIDES RESTORATIONS	185,970.00	WATERSLIDE REPAIRS AND MAINTENANCE
05/02/2022	SALESFORCE.COM, INC.	4,788.00	SALESFORCE RENEWAL LICENSES FOR HOUSING
05/02/2022	SUAREZ & MUNOZ CONSTRUCTION	1,164,787.65	FALLON SPORTS PARK-PH 3 CONSTRUCTION
05/02/2022	TAYLOR, YVONNE L.	106.35	REIMB CPRS CONFERENCE EXPENSES
05/02/2022	T-MOBILE USA, INC.	1,490.79	CELL PHONE SERVICES THROUGH 03/21/22
05/02/2022	TPX COMMUNICATIONS	2,857.05	INTERNET & PHONE SERVICES TO 04/09/22
05/02/2022	U.S. BANK CORPORATE PMT SYSTEM	1,240.50	ALAMEDA CO ENVIRONMENTAL PLAN REVIEW
		2,391.01	BLDG CODE MANUALS, BLDG STAFF TRAININGS
		450.02	BUILDING HARDWARE
		2,247.58	CALED CONF REG-WETHERFORD, VOL EVENT SUPPLIES
		451.50	CITY CLERKS ASSN CONFERENCE REG-MOORE
		450.00	CLOUD FILE SHARING SUBSCRIPTION
		7,948.54	COMPUTER EQUIPMENT
		1,598.22	CPRS CONFERENCE EXPENSES-TAYLOR
		110.00	CSMFO MEMBERSHIP DUES-BAKSA
		4,106.76	DOMAIN RENEWALS AND COMPUTER SOFTWARE
		649.55	EMAIL SUBSCRIPTION & ICSC CONF EXP-WETHERFORD
		2,878.35	EMPLOYEE APPRECIATION & OFFICE SUPPLIES
		1,127.90	FACILITY LINEN CLEANING & CPRS CONF EXP-BUTLER
		277.13	HERITAGE CENTER SUPPLES
		756.80	ICSC CONFERENCE EXPENSES-FRANKLIN
		812.54	IRISH DELEGATION EXPENSE & EXEC TEAM DINNER
		2,978.72	JR WARRIORS AWARDS & ST. PAT'S SUPPLIES
		1,451.64	JR WARRIORS MEDALS & CPRS CONF EXP-ELLIOTT
		12.00	MONTHLY DIGITAL NEWS SUBSCRIPTION
		1,597.19	NLC CONGRESSIONAL CONF EXPENSES-JOSEY
		511.48	OFFICE SUPPLIES

City of Dublin
Payment Issuance Report
Payments Dated 5/1/2022 through 5/31/2022

Date Issued	Payee		Amount	Description
			1,013.02	OFFICE SUPPLIES & PW CONF REG-RUSSELL
			67.16	PCS STAFF TRAINING SUPPLIES
			121.00	PERMIT TECH CERTIFICATION RENEWAL-JAMES
			149.99	PLEASANTON WEEKLY ANNUAL SUBSCRIPTION
			569.25	POLICE CONFERENCE REG-GRIFFITH
			2,670.36	POLICE SUPPLIES
			2,358.86	POLICE SUPPLIES & EQUIPMENT
			774.12	POLICE UNIFORM
			59.20	PUBLIC WORKS WEEK POSTERS
			748.95	PW CONF REG-FOSS & ECO CONF REG-ALEX
			2,195.50	REC SUPPLIES & CPRS CONF EXP-WANZENRIED
			-14.99	REFUND CPRS CONFERENCE BOOKING FEE
			614.13	RISK MANAGEMENT ANNUAL CONF EXP-DHADWAL
			643.69	SHAMROCK 5K FUN RUN SUPPLIES
			947.32	SHAMROCK GALA EXPENSES & OFFICE SUPPLIES
			511.84	ST. PATRICK'S FESTIVAL ADVERTISING & SOFTWARE
			3,559.43	ST. PATRICK'S FESTIVAL SUPPLIES
			286.21	ST. PATRICK'S TEA COTTAGE SUPPLIES
			1,796.66	ST. PAT'S DAY EMPLOYEE LUNCH & OFFICE SUPPLIES
			2,089.71	ST. PAT'S FESTIVAL & EGGSTRAVANZA SUPPLIES
			110.59	SUBDIVISION MAP ACT REFERENCE BOOKS
			1,078.52	TEEN JOB FAIR SUPPLIES & CPRS CONF EXP-SIU
			45.00	THE WAVE STAFF RED CROSS CERTIFICATIONS
			418.30	THE WAVE SUPPLIES
			495.00	TRAFFIC ENGINEERS ANNUAL MEETING REG-BHATIA
			1,504.50	WASTE SORTING SUPPLIES
		Check Total:	58,860.75	
05/02/2022	UNDERGROUND SERVICE ALERT		608.13	CA STATE REGULATORY COSTS JAN-JUN 2022
05/02/2022	UNIVERSAL BUILDING SERVICES		416.00	CARPET CLEANING SERVICES
05/02/2022	URBAN FIELD STUDIO OAKLAND		19,653.50	DOWNTOWN ARCHITECTURAL DESIGN SERVICES
05/02/2022	WEE HOOP, INC.		1,989.00	REC CLASS INSTRUCTOR
05/02/2022	WORLD CUP SOCCER CAMPS&CLINICS		2,494.80	REC CLASS INSTRUCTOR
		Payments Issued 5/2/2022 Total:	**2,124,680.50**	
05/06/2022	CAL PERS HEALTH PREMIUM		136,292.05	HEALTH INSURANCE PREMIUM - MAY 2022
		Payments Issued 5/6/2022 Total:	**136,292.05**	
05/09/2022	4LEAF INC.		68,113.89	BUILDING INSPECTION/PLAN CHECK SERVICES
			620.00	PLANNING INSPECTIONS MAR 2022
		Check Total:	68,733.89	
05/09/2022	ADVANCED INTEGRATED PEST		5,060.00	PEST CONTROL SERVICES - APR 2022
05/09/2022	ALAMEDA CO SHERIFF'S OFFICE		115.62	EVIDENCE STICKERS & LABELS
05/09/2022	ALAMEDA COUNTY LIBRARY		152,233.00	DUBLIN LIBRARY SERVICES JAN-MAR 2022
05/09/2022	ALL CITY MANAGEMENT SVCS INC		15,082.75	CROSSING GUARD SERVICES 03/20/22-04/02/22
			16,690.55	CROSSING GUARD SERVICES 03/06/22-03/19/22
		Check Total:	31,773.30	
05/09/2022	AMADOR VALLEY INDUSTRIES LLC		29,886.63	CAMPS PARKS SOLID WASTE SERVICES - MAR 2022

City of Dublin
Payment Issuance Report
Payments Dated 5/1/2022 through 5/31/2022

Date Issued	Payee		Amount	Description
05/09/2022	AMP PRINTING, INC.		153.51	BUSINESS CARDS
			290.30	BUSINESS CARDS
			2,643.53	PRINTING SVSS FOR ST. PATRICK'S DAY PARADE
		Check Total:	3,087.34	
05/09/2022	ARROW SIGN COMPANY		5,162.00	SECOND HALF - FABRICATED METAL LETTERS
05/09/2022	AT&T		422.79	PUBLIC SAFETY DATA COMPLEX SVCS TO 04/11/22
			48.98	SERVICES FOR TOLL-FREE NUMBER TO 04/11/22
		Check Total:	471.77	
05/09/2022	AT&T - CALNET 3		306.95	SERVICE TO 04/26/2022
			132.54	SERVICE TO 04/27/2022
		Check Total:	439.49	
05/09/2022	BIG O'TIRES #7		2,761.78	POLICE VEHICLE MAINT & TIRE
			344.10	POLICE VEHICLE MAINT & TIRE INSTALLATION
		Check Total:	3,105.88	
05/09/2022	BSK ASSOCIATES INC.		597.75	PUBLIC ART INSPECTIONS-SEAN DIAMOND PARK
05/09/2022	CALVO, ANTHONY		44.93	MILEAGE REIMBURSEMENT FOR APRIL 2022
05/09/2022	CENTENO, CAMILLE		23.99	MILEAGE REIMBURSEMENT MAR 2022
05/09/2022	CHANDLER ASSET MANAGEMENT		13,449.89	INVESTMENT CONSULTING SERVICES APR 2022
05/09/2022	CHING, ERWIN		95.00	REIMBURSE FOR QSD CERT RENEWAL
05/09/2022	CIVICPLUS, LLC		16,950.00	AUDIOEYE SUBSCRIPTION SERVICES
05/09/2022	COMCAST		118.77	CIVIC CENTER CABLE SERVICE MAY 2022
05/09/2022	CONVERGEONE, INC.		14,010.00	CISCO SMARTNET ANNUAL MAINTENANCE
05/09/2022	CSW/STUBER-STROEH ENGINEERING		726.00	STANDARDS FOR MICRO TRENCHING SERVICES
05/09/2022	DUBLIN CHEVROLET		1,199.73	POLICE VEHICLE MAINT & REPAIRS
			55,559.35	POLICE VEHICLE REPLACEMENT - D08
		Check Total:	56,759.08	
05/09/2022	DUBLIN SENIOR FOUNDATION		300.00	VOLUNTEER RECOGNITION AWARDEE
05/09/2022	DUBLIN UNIFIED SCHOOL DISTRICT		431.29	STAGER GYM DSRSD WATER USE 02/01/22 - 03/31/22
			1,109.78	STAGER GYM PG&E 02/10/22 - 03/13/22
			391.17	STAGER GYM SPURR USE 02/01/22 - 03/02/22
		Check Total:	1,932.24	
05/09/2022	ELITE AUTO GLASS INC		450.00	POLICE VEHICLE WINDOW REPLACEMENT
05/09/2022	ELLIOTT, ELIZABETH		47.56	MILEAGE REIMBURSEMENT APR 2022
05/09/2022	ENTERPRISE RENT A CAR		2,603.35	VEHICLE RENTAL-SPECIAL INVESTIGATIONS UNIT
05/09/2022	EUROPEAN MOBILE WERKS		841.24	POLICE VEHICLE MAINTENANCE & REPAIR
05/09/2022	EVERYTHING GROWS INTERIOR		204.51	PLANT SERVICE MAY 2022
05/09/2022	GOLDEN STATE FLEET SVCS INC		100.00	POLICE VEHICLE TOW
05/09/2022	HARRELL HARRIS PHOTOGRAPHY		600.00	PHOTOGRAPHY SERVICES-SENIOR CENTER BALLROOM
05/09/2022	HEALTHEQUITY, INC.		391.25	FLEXIBLE SPENDING ACCOUNT FEES - APR/MAY 2022
05/09/2022	HERNANDEZ, MELISSA		272.49	REIMBURSEMENT - FOOD FOR GOODNESS VILLAGE
05/09/2022	ICMA		1,400.00	ICMA ANNUAL MEMBERSHIP RENEWAL - SMITH
			1,400.00	ICMA ANNUAL MEMBERSHIP RENEWAL - TRIBBY
		Check Total:	2,800.00	
05/09/2022	INTEGRATED SOLUTIONS		4,199.79	DISASTER DEBRIS MANAGEMENT PLAN
05/09/2022	IRON MOUNTAIN		345.82	POLICE RECORDS STORAGE - APR 2022
05/09/2022	LEHR AUTO		95.00	POLICE VEHICLE MAINT & REPAIRS
05/09/2022	OPEN HEART KITCHEN		300.00	VOLUNTEER RECOGNITION AWARDEE - CITIZEN
05/09/2022	ORIGIN BAY LLC.		3,199.85	OUTDOOR OPERATION GRANT REIMBURSEMENT
05/09/2022	OSMER, TAYLOR		20.42	MILEAGE REIMBURSEMENT APR 2022
05/09/2022	PG&E		8,384.15	SERVICE TO 04/07/2022

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			74.80	SERVICE TO 04/12/2022
			6,435.05	SERVICE TO 04/14/2022
			31,160.96	SERVICE TO 04/15/2022
		Check Total:	46,054.96	
05/09/2022	PHOENIX GROUP INFO SYS.		226.59	PARKING CITATION PROCESSING - MAR 2022
05/09/2022	PRECISION DYNAMICS CORPORATION		1,576.19	THE WAVE OPERATING SUPPLIES
05/09/2022	SAN FRANCISCO ELEVATOR SVC INC		394.70	ELEVATOR MAINTENANCE INSPECTIONS - MAY 2022
05/09/2022	SAN LEANDRO, CITY OF		3,400.00	LOCAL GOV'T LEADERSHIP ACADEMY-CASS/MENDEZ
05/09/2022	SELECT IMAGING		511.95	CODE ENFORCEMENT NOTICES
05/09/2022	SHAMROCK OFFICE SOLUTIONS, LLC		2,107.23	COPIER CHARGES
05/09/2022	SIMPLER SYSTEMS, INC		1,500.00	SIMPLER SOFTWARE LICENSING SUPPORT MAY 2022
05/09/2022	SIRCHIE		229.67	EVIDENCE SUPPLIES
05/09/2022	SOLARWINDS, INC.		9,936.00	SOLARWINDS SAM PROFESSIONAL LICENSES
05/09/2022	STANFORD HEALTH -VALLEYCARE		70.00	EMPLOYEE ONBOARDING MEDICAL SERVICES
05/09/2022	STONE, ROBERT		40.95	MILEAGE REIMBURSEMENT APR 2022
05/09/2022	TREASURER ALAMEDA COUNTY		995.00	PARKING CITATIONS COLLECTED MAR 2022
05/09/2022	TRIPEPI SMITH & ASSOCIATES INC		46,175.01	DEMOGRAPHY & COMMUNITY OUTREACH SERVICES
05/09/2022	TRI-SIGNAL INTEGRATION INC		323.75	FIRE ALARM SVCS LIBRARY MAY- JUL 2022
			126.00	QUARTERLY FIRE ALARM SERVICE ALL FIRE STATIONS
		Check Total:	449.75	
05/09/2022	TRI-VALLEY COMMUNITY TV		825.00	PRODUCTION VIDEOS OF CITY EVENTS
			1,005.84	RECORD/TELEVISE CITY COUNCIL/PLNG COMM MTGS
		Check Total:	1,830.84	
05/09/2022	TRI-VALLEY JANITORIAL INC.		22,002.75	JANITORIAL SERVICES - APR 2022
			30,228.39	JANITORIAL SERVICES-CAMP PARKS - APR 2022
		Check Total:	52,231.14	
05/09/2022	UNIVERSAL BUILDING SERVICES &		3,850.00	CARPET CLEANING SERVICES - APR 2022
			300.00	WINDOW CLEANING SERVICES - APR 2022
		Check Total:	4,150.00	
05/09/2022	UPADHYAY, NIYANT		62.13	MILEAGE REIMBURSEMENT APR 2022
			426.17	MILEAGE REIMBURSEMENT PARK MONITORING APR 2022
		Check Total:	488.30	
05/09/2022	VALLEY ATHLETICS		3,445.31	CITY OF DUBLIN MASKS
05/09/2022	WANZENRIED, NICOLE		32.99	MILEAGE REIMBURSEMENT APR 2022
05/09/2022	XU, KAN		115.00	REIMBURSE QSD CERTIFICATE RENEWAL
		Payments Issued 5/9/2022 Total:	**597,509.43**	
05/13/2022	CAL PERS		82,058.05	PERS RETIREMENT PLAN: PE 5/6/22
05/13/2022	EMPLOYMENT DEVELOPMENT DEPT		22,779.22	CA STATE WITHHOLDING: PE 5/6/22
05/13/2022	HEALTHEQUITY, INC.		4,008.64	HEALTHEQUITY: PE 5/6/22
05/13/2022	I C M A 401 PLAN		1,399.00	DEFERRED COMP 401A: PE 5/6/22
05/13/2022	I C M A 457 PLAN		41,809.24	DEFERRED COMP 457: PE 5/6/22
05/13/2022	INTERNAL REVENUE SERVICE		72,232.12	FEDERAL WITHHOLDING: PE 5/6/22
05/13/2022	US BANK - PARS		2,466.13	PARS: PE 5/6/22
		Payments Issued 5/13/2022 Total:	**226,752.40**	
05/16/2022	ALAMEDA COUNTY FLOOD CONTROL		281,065.95	ZONE 7 FEES COLLECTED JAN-MAR 2022
05/16/2022	ALLIANT INSURANCE SVCS INC		3,193.00	FACILITY RENTAL INSURANCE JULY-SEP 2021
			8,456.00	FACILITY RENTAL INSURANCE OCT-DEC 2021
		Check Total:	11,649.00	

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05/16/2022	AMADOR VALLEY INDUSTRIES LLC		30,744.39	CAMPS PARKS SOLID WASTE SERVICES – APR 2022
05/16/2022	AXIS COMMUNITY HEALTH		2,283.75	HUMAN SERVICES GRANT FY21-22
05/16/2022	CALICO CENTER		4,930.65	HUMAN SERVICES GRANT FY21-22
05/16/2022	CARBONIC SERVICE		372.79	THE WAVE POOL CHEMICALS
05/16/2022	CONTRACT SWEEPING SERVICES		21,535.60	STREET SWEEPING SERVICES - APR 2022
05/16/2022	CPS HR CONSULTING		1,250.00	OFFICE ASSISTANT II RECRUITMENT TESTING
05/16/2022	D HARRIS TOURS, INC		1,775.00	ST PATRICK'S FESTIVAL SHUTTLE SERVICE
05/16/2022	DC ELECTRIC GROUP INC.		16,175.00	TRAFFIC SIGNAL REPAIRS-DOUGHERTY/WILLOW CRK
05/16/2022	FERGUSON, ROBERT		493.80	REC CLASS INSTRUCTOR
05/16/2022	FIDEL, CONSTANCE		384.00	REC CLASS INSTRUCTOR
05/16/2022	GHD, INC.		1,324.00	SPEED LIMIT ENGINEERING/TRAFFIC SURVEYS
05/16/2022	HSI, RON		64.80	REC CLASS INSTRUCTOR
05/16/2022	KIMLEY-HORN AND ASSOC. INC.		944.02	REVIEW OF DEVELOPMENT PROJECTS - DV0233
05/16/2022	KINDERMUSIK W/ MS LINDSAY &		384.00	REC CLASS INSTRUCTOR
05/16/2022	KITTELSON & ASSOCIATES, INC.		19,899.74	CITYWIDE BIKE/PED MASTER PLAN UPDATE
			1,500.00	ENGINEERING SERVICES
			12,545.00	ENGINEERING SVCS-LOCAL RD SAFETY PLAN
			3,094.50	SB 743 VMT IMPLEMENTATION & MODEL
		Check Total:	37,039.24	
05/16/2022	LEGAL ASSISTANCE FOR SENIORS		1,542.23	HUMAN SERVICES GRANT FY21-22
05/16/2022	OFFICE RELIEF		1,882.58	OFFICE ERGONOMIC CHAIRS
05/16/2022	PAYLADO, WARREN		961.20	REC CLASS INSTRUCTOR
05/16/2022	PETIT, CHRISTINE		446.40	REC CLASS INSTRUCTOR
05/16/2022	PG&E		716.57	SERVICE TO 04/25/2022
			149.27	SERVICE TO 04/26/2022
			299.70	SERVICE TO 04/29/2022
			178.01	SERVICE TO 05/03/2022
		Check Total:	1,343.55	
05/16/2022	PLAN JPA		9,602.50	GENERAL LIABILITY CLAIMS - FEB 2022
			129.00	GENERAL LIABILITY CLAIMS - MAR 2022
		Check Total:	9,731.50	
05/16/2022	PLEASANTON, CITY OF		23,776.12	FREEWAY INTERCHANGE DEBT PYMT JAN-MAR 2022
05/16/2022	PRUDENTIAL OVERALL SUPPLY		66.88	MAT SERVICE - MAY 2022
05/16/2022	RAYNE OF SAN JOSE		731.65	WATER SOFTENER SERVICE-FIRE STATIONS
05/16/2022	RROOAR		1,881.00	REC CLASS INSTRUCTOR
05/16/2022	SAFE SLIDES RESTORATIONS		14,899.00	MATERIALS AND ADDITIONAL WORK ON WATERSLIDE
05/16/2022	SKATESATIONAL		765.00	REC CLASS INSTRUCTOR
05/16/2022	SPECTRUM COMMUNITY SVCS INC.		1,310.89	HUMAN SERVICES GRANT FY21-22
05/16/2022	STANFORD HEALTH -VALLEYCARE		140.00	EMPLOYEE MEDICAL SERVICES
05/16/2022	THE CONSTRUCTION ZONE, LLC		44.10	RETIREMENT SIGN MCDONALD
05/16/2022	THE ECOHERO SHOW, LLC.		275.00	DUBLIN SCHOOLS RECYCLING EDUCATION ASSEMBLY
05/16/2022	THE UPS STORE 6449		1,365.00	LIVE SCAN SERVICES
05/16/2022	TREASURER ALAMEDA COUNTY		12,721.12	FUEL - MAR 2022
05/16/2022	TREASURER ALAMEDA COUNTY		36,861.23	TRAFFIC SIGNAL/ STREET LIGHT MAINTENANCE
05/16/2022	TRI-SIGNAL INTEGRATION INC		585.00	EXTRA FIRE ALARM SERVICES FS17 APR 2022
05/16/2022	TRI-VALLEY TRANSPORT. COUNCIL		345,314.45	TRI-VALLEY TRANSPORTATION FEES JAN-MAR 2022
05/16/2022	WESTERN PACIFIC SIGNAL LLC		7,957.39	TRAFFIC SIGNAL BATTERIES
	Payments Issued 5/16/2022 Total:		**877,017.28**	

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05/24/2022	ADAMSON POLICE PRODUCTS		47.34	TACTICAL VEST ACCESSORIES - RADA
05/24/2022	ALAMEDA CO SHERIFF'S OFFICE		74.66	OFFICE SUPPLIES
			147.82	PROPERTY & EVIDENCE FORMS
		Check Total:	222.48	
05/24/2022	ALAMEDA COUNTY FIRE DEPARTMENT		1,278,934.50	FIRE SERVICES MAR 2022
05/24/2022	ALL CITY MANAGEMENT SVCS INC		50.52	CROSSING GUARD SERVICES- 03/06/22 TO 03/19/22
			8,335.80	CROSSING GUARD SERVICES- 04/03/22 TO 04/16/22
		Check Total:	8,386.32	
05/24/2022	AMP PRINTING, INC.		2,256.08	SENIOR CENTER PRESENTATION FOLDERS
05/24/2022	AT&T		1,802.67	CIVIC CENTER FIBER SERVICE
			480.00	CIVIC CENTER FIBER SERVICES
			1,754.27	PUBLIC SAFETY DATA COMPLEX SERVICES
		Check Total:	4,036.94	
05/24/2022	AT&T - CALNET 3		127.98	SERVICE TO 05/01/2022
			48.44	SERVICE TO 05/06/2022
			1,273.83	SERVICE TO 03/31/22
			1,933.76	SERVICE TO 04/30/22
		Check Total:	3,384.01	
05/24/2022	BAY AREA CLEAN WATER AGENCY		378.88	MEMBERSHIP DUES FOR CHEMICAL CONSORTIUM
05/24/2022	BAY AREA NEWS GROUP		799.68	PUBLIC NOTICES APR 2022
05/24/2022	BIG O'TIRES #7		51.61	POLICE VEHICLE MAINT & TIRE
05/24/2022	CARBONIC SERVICE		464.80	POOL CHEMICALS
05/24/2022	CDW GOVERNMENT INC		7,158.48	COMPUTER EQUIPMENT
			18,000.00	MICROSOFT & ADOBE ANNUAL SUBSCRIPTIONS
		Check Total:	25,158.48	
05/24/2022	CHARGE POINT, INC.		1,929.38	EV CHARGING STATION MODEMS
05/24/2022	CIVICPLUS, LLC		9,632.55	CITY WEBSITE ANNUAL HOSTING FEE
05/24/2022	CODE PUBLISHING, LLC		135.00	MUNI CODE UPDATES
			22.50	ZONING CODE UPDATES
		Check Total:	157.50	
05/24/2022	COMCAST		2,300.00	CIVIC CENTER 7 FIRE STATION INTERNET
05/24/2022	COMCAST		2,010.36	INTERNET/CABLE SVC VARIOUS CITY DEPTS
05/24/2022	CONVERGEONE, INC.		12,985.66	CISCO SMARTNET ANNUAL MAINTENANCE
05/24/2022	COULSON & ASSOCIATES		6,032.50	ENGINEERING SERVICES - FEB 2022
			8,170.00	ENGINEERING SERVICES - JAN 2022
			9,880.00	ENGINEERING SERVICES - MAR 2022
		Check Total:	24,082.50	
05/24/2022	DUBLIN CHEVROLET		96.68	POLICE VEHICLE MAINT & REPAIRS
05/24/2022	DUBLIN CROSSING, LLC		3,132,977.08	DON BIDDLE COMMUNITY PARK PROJECT MAR 2022
05/24/2022	DUTCHOVER & ASSOCIATES		1,092.50	LANDSCAPE PLAN CHECK & INSPECTIONS
05/24/2022	EAST BAY EDA		5,665.00	EAST BAY EDA MEMBERSHIP DUES FY22-23
05/24/2022	EAST BAY POOL SERVICE, INC.		8,620.00	WATER PARK MONTHLY MAINTENANCE
05/24/2022	ECESSA CORPORATION		2,356.00	NETWORK LOAD BALANCER SUPPORT MAINTENANCE
05/24/2022	ENGEO INC		787.50	FALLON CROSSING GHAD PROFESSIONAL SVCS
			3,228.50	FALLON VILLAGE GHAD PROFESSIONAL SVCS
			4,992.10	SCHAEFER RANCH GHAD PROFESSIONAL SVCS
		Check Total:	9,008.10	
05/24/2022	EUROPEAN MOBILE WERKS		203.07	POLICE VEHICLE MAINTENANCE & REPAIR
05/24/2022	FRANCISCO & ASSOCIATES, INC.		7,887.47	ADMIN/AUDIT FOR VARIOUS CITY ASSESSMENT

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05/24/2022	GUIDA SURVEYING INC.		300.00	ENGINEERING SERVICES - APR 2022
05/24/2022	ICMA		200.00	ICMA MEMBERSHIP RENEWAL - J. FOSS
05/24/2022	IMAGE SALES, INC.		430.86	BADGE PRINTER RIBBONS
05/24/2022	IRON MOUNTAIN		341.39	POLICE RECORDS STORAGE - MAY 2022
05/24/2022	JOHAL, AMARJIT		500.00	REFUND CASH BOND DEPOSIT
05/24/2022	KEYSER MARSTON ASSOCIATES, INC		290.00	ASSISTED LIVING FISCAL ANALYSIS
05/24/2022	LANGUAGE LINE SERVICES		50.70	LANGUAGE LINE SERVICES APR 2022
05/24/2022	LANLOGIC INC.		7,469.00	INFORMATION SYSTEMS CONSULTING SVCS
			1,050.00	MALWARE PROTECTION SERVICES
			425.00	NETWORK MONITORING SERVICES
		Check Total:	8,944.00	
05/24/2022	LOCAL GOVERNMENT COMMISSION		2,636.36	CIVIC SPARK SERVICES
05/24/2022	LOGOBOSS		4,825.55	THE WAVE APPAREL SUMMER 2022
05/24/2022	LSA ASSOCIATES INC.		457.88	CEQA DOC PREP-BRANAUGH PROP STAGE 2 DEV
			2,013.75	PLANNING SVCS-INSPIRATION DR ASST LIVING
		Check Total:	2,471.63	
05/24/2022	LYNX TECHNOLOGIES, INC.		13,350.00	GIS CONSULTING SERVICES APR 2022
05/24/2022	MANAGEMENT PARTNERS INC.		4,620.00	CITY MANAGER EVALUATION 2022
			945.00	EXECUTIVE COACHING SERVICES FY21-22
		Check Total:	5,565.00	
05/24/2022	MATRIX CONSULTING GROUP, LTD		9,600.00	STAFFING ANALYSIS & OPTIMIZATION PLNG STUDY
05/24/2022	MCE CORPORATION		483,809.44	MAINTENANCE SERVICES - APR 2022
			565,701.15	MAINTENANCE SERVICES - MAR 2022
		Check Total:	1,049,510.59	
05/24/2022	MEYERS NAVE		48,294.86	LEGAL SERVICES MAR 2022
05/24/2022	M-GROUP		18,156.25	PLANNING SVCS-BLVD PH1-5 & TASSAJARA HILLS
05/24/2022	MNS ENGINEERS, INC.		11,470.00	ENGINEERING SERVICES - APR 2022
			11,935.00	ENGINEERING SERVICES - FEB 2022
			9,532.50	ENGINEERING SERVICES - MAR 2022
		Check Total:	32,937.50	
05/24/2022	OFFICE TEAM		451.11	TEMPORARY STAFF FOR RECORDS PROJECT
05/24/2022	PARK ENGINEERING, INC.		6,080.04	ENERGY EFFICIENCY PROJECT MGMT APR 2022
05/24/2022	PG&E		2,196.29	SERVICE TO 04/12/2022
			275.58	SERVICE TO 04/13/2022
			6,460.37	SERVICE TO 04/14/2022
			142.02	SERVICE TO 04/27/2022
			2,881.05	SERVICE TO 04/28/2022
			1,932.77	SERVICE TO 05/01/2022
			1,567.78	SERVICE TO 05/02/2022
		Check Total:	15,455.86	
05/24/2022	PRUDENTIAL OVERALL SUPPLY		66.88	MAT SERVICE SENIOR CENTER - MAY 2022
05/24/2022	QUADIENT FINANCE USA, INC.		298.10	POSTAGE FOR POLICE DEPT - MAR 2022
05/24/2022	REDWOOD TOXICOLOGY LAB. INC.		1,463.00	FORENSIC DRUG AND ALCOHOL EXAMS
05/24/2022	RRM DESIGN GROUP, A CA CORP		1,013.75	ENGINEERING SERVICES - FEB 2022
			326.25	ENGINEERING SERVICES - MAR 2022
			1,381.25	LANDSCAPE PLAN CHECK & INSPECTIONS
		Check Total:	2,721.25	
05/24/2022	SHAMROCK OFFICE SOLUTIONS, LLC		2,030.29	COPIER CHARGES
05/24/2022	SPECTRUM COMMUNITY SVCS INC.		1,891.67	HUMAN SERVICES GRANT MAR 2022

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05/24/2022	STANTEC CONSULTING SVCS INC.		8,215.50	DUBLIN SENIOR LIVING PROJ CEQA DOC PREP
05/24/2022	STONE, DANIELLE		208.62	REIMBURSE CAPE CONFERENCE EXPENSES
05/24/2022	STONERIDGE CHRYSLER JEEP DODGE		21,928.81	POLICE VEHICLE MAINTENANCE REPAIR
05/24/2022	STUDIO BLUE REPROGRAPHICS		1,300.67	AERIAL MAPS FOR CITY COUNCIL & MAYOR
05/24/2022	SUAREZ & MUNOZ CONSTRUCTION		610,102.48	FALLON SPORTS PARK-PH 3 CONSTRUCTION
05/24/2022	TETRA TECH, INC.		4,812.81	TRI-VALLEY LOCAL HAZARD MITIGATION PLAN
05/24/2022	T-MOBILE USA, INC.		1,887.61	CELL PHONE SERVICES THROUGH 04/21/22
05/24/2022	TPX COMMUNICATIONS		2,860.04	INTERNET & PHONE SERVICES TO 05/09/22
05/24/2022	TRB AND ASSOCIATES, INC.		46,702.50	PLAN REVIEW & INSPECTION SERVICES APR 2022
05/24/2022	TRIPEPI SMITH & ASSOCIATES INC		1,500.00	DEMOGRAPHY & COMMUNITY OUTREACH SERVICES
05/24/2022	TRI-VALLEY JANITORIAL INC.		3,687.26	EXTRA JANITORIAL SERVICES MAR 2022
			5,246.00	JANITORIAL ADD'L SERVICES - APR 2022
			3,608.12	JANITORIAL SUPPLIES - APR 2022
			4,431.89	JANITORIAL SUPPLIES - MAR 2022
		Check Total:	16,973.27	
05/24/2022	UNITED SITE SERVICES OF CA INC		725.87	BLDG INSP TRAILER SEPTIC TANK SVCS MAY 2022
05/24/2022	VERIZON WIRELESS		1,748.46	POLICE SITCAM SIM CARDS TO 05/03/22
			678.96	POLICE VEHICLE MODEMS & CITY CELLPHONES
		Check Total:	2,427.42	
05/24/2022	WC3-WEST COAST CODE CONSULTANT		5,582.50	PLAN REVIEW SERVICES APR 2022
05/24/2022	WESTEK SYSTEMS INC.		1,652.40	AMAG SOFTWARE MAINT & SUPPORT
05/24/2022	WHENTOWORK, INC.		360.00	STAFF ONLINE SCHEDULING MEMBERSHIP
		Payments Issued 5/24/2022 Total:	**6,501,228.36**	
05/26/2022	FABRIGAS, CIERRA L.		81.32	MILEAGE REIMBURSEMENT - MAY 2022
05/26/2022	OLINGHOUSE-CHIANG, DYLAN		68.45	MILEAGE REIMBURSEMENT - APR 2022
		Payments Issued 5/26/2022 Total:	**149.77**	
05/27/2022	RETIREES		196,393.43	REIMB RETIREE MEDICAL JUL-SEP 2022
		Payments Issued 5/27/2022 Total:	**196,393.43**	
05/31/2022	ALAMEDA COUNTY FIRE DEPARTMENT		1,239,753.25	FIRE SERVICES MAY 2022
05/31/2022	ALEX, ROSEMARY		10.53	MILEAGE REIMBURSEMENT MAR 2022
05/31/2022	AMP PRINTING, INC.		1,392.00	PRINTING OF 2022 WAVE COUPONS
			68.29	BUSINESS CARDS
			136.09	FACILITY ENTRANCE BANNER FOR THE WAVE
		Check Total:	1,596.38	
05/31/2022	ARORA, AKSHAY		15,921.93	REC CLASS INSTRUCTOR
			910.20	REC CLASS ISNTRUCTOR
		Check Total:	16,832.13	
05/31/2022	AT&T - CALNET 3		1,437.36	SERVICE TO 05/12/2022
			414.21	SERVICE TO 05/14/2022
		Check Total:	1,851.57	
05/31/2022	BAY ALARM COMPANY		10.00	ALARM SERVICES – THE WAVE MAY 2022
05/31/2022	BAY AREA WELDING & MAINTENANCE		1,944.89	RETENTION RELEASE-SLIDE TOWER ANCHORS
05/31/2022	BFS LANDSCAPE ARCHITECTURE		6,742.50	FALLON SPORTS PARK DESIGN SVCS - PHASE 3
05/31/2022	BIG O'TIRES #7		103.23	POLICE VEHICLE MAINT & TIRES
05/31/2022	BKF ENGINEERS		5,248.75	TASSAJARA RD GAP CLOSURE PROJECT
05/31/2022	BPXPRESS		158.02	PRINTING SVCS-AC HEALTH DEPT PLAN SET

City of Dublin
Payment Issuance Report
Payments Dated 5/1/2022 through 5/31/2022

Date Issued	Payee	Amount	Description
		298.72	PRINTING SVCS-SAN RAMON RD AS-BUILTS
	Check Total:	456.74	
05/31/2022	BRINKS, INC.	258.11	ARMORED CAR SERVICE-MAY 2022
05/31/2022	BSK ASSOCIATES INC.	2,880.00	TESTING/INSP DON BIDDLE COMMUNITY PARK
05/31/2022	CALLANDER ASSOCIATES INC.	8,719.72	WALLIS RANCH PARK DESIGN SERVICES
05/31/2022	CARBONIC SERVICE	326.20	THE WAVE POOL CHEMICALS
05/31/2022	CASCADIA CONSULTING GROUP, INC	2,522.50	SB 1383 IMPLEMENTATION ASSISTANCE
05/31/2022	CASTRO VALLEY PERFORMING ARTS	3,960.00	REC CLASS INSTRUCTOR
05/31/2022	CENTRO LEGAL	4,556.61	HUMAN SERVICES GRANT FY21-22
05/31/2022	CODE FOR FUN	122.50	REC CLASS INSTRUCTOR
05/31/2022	CONTRA COSTA CO.-PUBLIC WORKS	6,682.41	DESIGN/ ENVIRO SVCS-TASSAJARA RD REALIGN
05/31/2022	CRIME SCENE CLEANERS INC.	675.00	CRIME SCENE CLEANING
05/31/2022	DAHLIN GROUP INC	7,875.00	DESIGN SERVICES CIVIC CENTER RENOVATION
		2,090.00	SENIOR CENTER WALL REPAIR ASSESSMENT
	Check Total:	9,965.00	
05/31/2022	DSRSD	11,172.52	SERVICE TO 04/30/2022
05/31/2022	DUBLIN CHEVROLET	1,089.84	POLICE VEHICLE MAINT & REPAIRS
05/31/2022	ELS ARCHITECTURE & URBAN DESGN	5,862.50	SCS PROPERTY COMMUNITY OUTREACH
05/31/2022	FCS INTERNATIONAL, INC	3,949.60	PEER REVIEW SVCS-NOISE ASSESSMENT STUDY
05/31/2022	GEOCON CONSULTANTS, INC.	1,841.13	2021 SLURRY SEAL CONSTRUCTION TESTING
05/31/2022	GOLDEN STATE FLEET SVCS INC	100.00	POLICE VEHICLE TOW
05/31/2022	GOODWIN CONSULTING GROUP, INC.	370.00	2021 LEASE REVENUE BONDS CONSULTING
		5,647.50	SPECIAL TAX CONSULTING DUBLIN CROSSING CFD
	Check Total:	6,017.50	
05/31/2022	GURUS EDUCATION EAST BAY	1,232.00	REC CLASS INSTRUCTOR
05/31/2022	HIVELY	29,905.00	HUMAN SERVICES GRANT JUL-DEC 2021
05/31/2022	HULTIN, YONG	322.00	DEPOSIT REFUND SHANNON CENTER RENTAL
05/31/2022	KIMLEY-HORN AND ASSOC. INC.	13,050.00	DUBLIN BLVD NORTH CANYONS PRKWY EXT PROJ
05/31/2022	LOCAL GOVERNMENT COMMISSION	2,636.36	CIVIC SPARK PRGM TO SUPPORT CLIMATE ACTION
05/31/2022	LOGOBOSS	335.39	PCS STAFF UNIFORMS
05/31/2022	MARK THOMAS & COMPANY, INC.	5,124.93	IRON HORSE TRAIL CROSSING DESIGN SVCS
05/31/2022	MNS ENGINEERS, INC.	1,007.50	CONSTR MGMT/INSP-EV CHARGING STATIONS
		155.00	CONSTR MGMT/INSP-SLIDE TOWER ANCHOR INSTALL
		6,665.00	DON BIDDLE COMMUNITY PARK INSPECTIONS
		10,462.50	FALLON SPORTS PARK PH3 PW INSPECTIONS
		930.00	INSPECTIONS/CONSTR MGMT SR RD TRAIL LIGHTING
		45,968.00	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD
	Check Total:	65,188.00	
05/31/2022	PAKPOUR CONSULTING GROUP, INC.	16,660.00	CONSTRUCTION MGMT-DON BIDDLE COMM PARK
		17,190.00	CONSTRUCTION MGMT-FALLON SPORTS PARK PH3
		14,097.50	ENGINEERING SERVICES - APR 2022
	Check Total:	47,947.50	
05/31/2022	PAYLADO, WARREN	320.40	REC CLASS INSTRUCTOR
05/31/2022	PETIT, CHRISTINE	182.40	REC CLASS INSTRUCTOR
		96.00	REC CLASS ISNTRUCTOR
	Check Total:	278.40	
05/31/2022	PG&E	5.58	SERVICE TO 04/06/2022
		2,275.08	SERVICE TO 05/01/2022
		287.00	SERVICE TO 05/02/2022

City of Dublin
Payment Issuance Report
Payments Dated 5/1/2022 through 5/31/2022

Date Issued	Payee		Amount	Description
			9,243.44	SERVICE TO 05/03/2022
			48,854.79	SERVICE TO 05/05/2022
			3,519.84	SERVICE TO 05/06/2022
		Check Total:	64,185.73	
05/31/2022	QUENCH USA, INC.		148.84	WATER FILTER SYSTEMS FOR ALL FACILITIES
05/31/2022	REDWOOD TOXICOLOGY LAB. INC.		838.00	FORENSIC DRUG AND ALCOHOL EXAMS
05/31/2022	SAN RAMON, CITY OF		9,941.90	DRFA RETIREE BENEFITS OCT-DEC 2021
05/31/2022	SELECT IMAGING		615.61	PRINT BIKE BROCHURES
			158.76	PRINTING SVCS-WEATHERPROOF RECYCLE STICK
		Check Total:	774.37	
05/31/2022	SHREEVE, GREGORY		559.38	REIMB BLDG OFFICIALS ANNUAL CONF EXPENSES
05/31/2022	SNEED, DARIUS		917.97	RETURN OF ASSET SEIZURE FUNDS
05/31/2022	SNG & ASSOCIATES INC.		486.50	ON-CALL PLAN REVIEW SERVICES-CIP/PARKS
05/31/2022	SPECIAL EVENTS		26,842.50	ST. PATRICK'S FESTIVAL EQUIPMENT RENTAL
05/31/2022	SPECTRUM COMMUNITY SVCS INC.		1,913.63	HUMAN SERVICES GRANT FY21-22
05/31/2022	SQUAD ESTATES		336.00	REC CLASS INSTRUCTOR
05/31/2022	SUNFLOWER HILL		6,895.00	HUMAN SERVICES GRANT FY21-22
05/31/2022	SWINERTON MANAGEMENT		14,895.00	PLAN/CONSTR REVIEW CULTURAL ARTS CENTER
05/31/2022	SWRCB		964.00	STATE WATER RESOURCE ANNUAL FEE
05/31/2022	WHITECASTLE TOURS		1,859.00	SENIOR TRAVEL PROGRAM TRANSPORTATION
05/31/2022	WILLDAN HOMELAND SOLUTIONS		652,086.65	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROV
05/31/2022	WONG, SHUET HA		70.00	REIMBURSE LIVESCAN FINGERPRINTING FEE
05/31/2022	WOOD RODGERS, INC.		1,370.00	HYDRAULIC ANALYSIS-DUBLIN BLVD
05/31/2022	WORKFORCE INTEGRITY &		772.50	COMMUNITY WORKFORCE ADMIN SERVICES
		Payments Issued 5/31/2022 Total:	**2,297,448.06**	

Grand Total for Payments Dated 5/1/2022 through 5/31/2022: 12,957,471.28

Total Number of Payments Issued: 370

Agenda Item 4.5

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Memorandum of Understanding for 2022 Eastern Alameda County Human Services Needs Assessment
Prepared by: Shaun Chilkotowsky, Heritage & Cultural Arts Manager

EXECUTIVE SUMMARY:

The City Council will consider entering a Memorandum of Understanding with the cities of Livermore and Pleasanton to fund and complete an updated Eastern Alameda County Human Services Needs Assessment.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Memorandum of Understanding between the City of Dublin, City of Livermore, and City of Pleasanton for Execution of an Update to the 2011 Eastern Alameda County Human Services Needs Assessment.

FINANCIAL IMPACT:

The total cost of the project has a not-to-exceed amount of $234,467. This includes a base scope of service fee of $203,885 plus a 15% contingency. The total cost is shared equally amongst the three cities. Dublin's one-third portion shall not exceed $78,155 ($67,962 plus contingency). Funding for this project is included in the Fiscal Year 2022-23 adopted operating budget.

DESCRIPTION:

Background
In September of 2002, a Tri-Valley Human Services Needs Assessment was initiated to identify and fill service gaps and as a tool for non-profit service providers to leverage funding when seeking grants and additional financial support. This was completed in 2003.

In early 2011, following the release of 2010 census data, a broad-based assessment of Human Service needs in the Tri-Valley was conducted. This expanded upon the 2003 assessment as much

of the Tri-Valley had changed since the early 2000s.

Since its finalization in 2012, the City of Dublin has been using the 2011 Eastern Alameda County Human Services Needs Assessment to allocate grant funding to non-profit service providers. Additionally, the creation of a Human Services Task Force, followed by the creation of the Human Services Commission, has further assisted with identifying and prioritizing critical Human Service needs of Dublin residents.

2022 Needs Assessment

In collaboration with the cities of Pleasanton and Livermore, Staff began planning an update to the 2011 Assessment. In February 2022, a Request for Proposals (RFP) was solicited seeking qualified consultants to lead the project. Two proposals were received by the RFP deadline.

Staff from each City (Dublin, Livermore, and Pleasanton) served on a selection committee that included a review of submittals and in-person interviews. The selection committee agreed that the firm, JSI Research & Training Institute, Inc. (JSI), was the most qualified to lead the project. JSI proved to be knowledgeable about the Tri-Valley area, with a strong understanding of the unique human services challenges the region is facing. JSI's approach to community outreach and desire to work with stakeholders coincides with the cities' approach. The selection committee appreciated JSI's desire to develop an actionable narrative, supported by data, of Tri-Valley Human Service needs.

Funding & MOU

The project will be funded equally by the cities of Dublin, Livermore, and Pleasanton. Pleasanton will serve as the project lead and fiscal agent, entering into a professional services agreement with JSI. A Memorandum of Understanding will be entered into formalizing the project and funding obligations amongst the three cities.

The base scope of work from JSI totals $203,885 and $30,582 (15%) was added as a project contingency should additional work be necessary that is outside the base scope. The base scope of work, plus contingency, brings the project total to $234,467. Each City's one-third share contribution is outlined in Table 1.

Table 1: Contribution by City

City	Base Contribution	Total Contribution with Contingency
Dublin	$67,962	$78,155
Livermore	$67,962	$78,155
Pleasanton	$67,961	$78,157

It is anticipated that the Needs Assessment will take 15-18 months to complete, including the final report recommendation and approval by each City's respective Commission and City Council.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Memorandum of Understanding between the City of Dublin, City of Livermore, and City of Pleasanton for Execution of an Update to the 2011 Eastern Alameda County Human Services Needs Assessment
2) Exhibit A to the Resolution – Memorandum of Understanding

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DUBLIN, CITY OF LIVERMORE, AND CITY OF PLEASANTON FOR EXECUTION OF AN UPDATE TO THE 2011 EASTERN ALAMEDA COUNTY HUMAN SERVICES NEEDS ASSESSMENT

WHEREAS, the cities of Dublin, Livermore, and Pleasanton desire to complete an update to the 2011 Eastern Alameda County Human Services Needs Assessment; and

WHEREAS, through a formal Request for Proposals and selection process, JSI Research and Training Institute, Inc. (JSI) was recommended as the consultant to lead the project; and

WHEREAS, the cost for the project will be shared equally amongst the cities of Dublin, Livermore, and Pleasanton, with the City of Pleasanton serving as the fiscal agent; and

WHEREAS, the cities of Dublin, Pleasanton and Livermore desire to enter into a Memorandum of Understanding to formalize the project and funding obligation of each City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does herby approve the Memorandum of Understanding with the City of Dublin, City of Livermore, and City of Pleasanton attached hereto as **Exhibit A** and authorizes the City Manager to execute the Agreement and make any necessary, non-substantive changes that carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF PLEASANTON AND THE CITY OF DUBLIN AND THE CITY OF LIVERMORE FOR EXECUTION OF AN UPDATE TO THE 2011 EASTERN ALAMEDA COUNTY HUMAN SERVICES NEEDS ASSESSMENT

This Memorandum of Understanding (MOU) is entered into as of July 1, 2022, between the City of Pleasanton, the City of Dublin, and the City of Livermore.

RECITALS

a. The City of Dublin, City of Livermore, and the City of Pleasanton desire to collaborate on updating the 2011 Eastern Alameda County Human Services Needs Assessment.

b. The City of Dublin, City of Livermore, and the City of Pleasanton desire to enter into this MOU to clarify the responsibilities of all parties in regard to the update to the 2011 Eastern Alameda County Human Services Needs Assessment.

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

1. The City of Dublin, City of Livermore, and the City of Pleasanton agree that JSI Research and Training Institute, Inc. (Consultant) should be retained to develop the Update to the 2011 Eastern Alameda County Human Services Needs Assessment.

2. The City of Pleasanton will act as the fiduciary agent and engage the Consultant in a Professional Service Agreement for a term of two years, at a cost that will not exceed $234,467. The Professional Services Agreement is attached to this MOU as Exhibit A, in substantially the same form as what will be fully executed by the City of Pleasanton and the Consultant.

3. The amount to be paid by each city is to be divided as follows:

City	Base Contribution	Total Contribution using 100% of Contingency
Dublin	$67,962	$78,155
Livermore	$67,962	$78,155
Pleasanton	$67,961	$78,157
Total Project Cost	**$203,885**	**$234,467**

4. The City of Pleasanton will seek reimbursement from the City of Dublin and the City of Livermore for their respective share of the project cost, by December 31, 2024. The City of Dublin and the City of Livermore agree to pay the City of Pleasanton within 30 days of receiving an invoice from the City of Pleasanton.

5. In the event that the contract with Consultant is terminated, or the City of Pleasanton no longer wishes to serve as the fiduciary agent, all unspent funds received by the City of Pleasanton will be returned to the City of Dublin and the City of Livermore based upon the proportion paid by each.

6. The term of this MOU is from July 1, 2022 through June 30, 2024. If the contract with Consultant is extended, this MOU is automatically so extended.

7. Any amendments to the contract with Consultant as to term, cost, or scope of work must be agreed to by the City of Dublin, the City of Livermore, and the City of Pleasanton. No party will authorize the Consultant to exceed the contracted costs without the consent of all three cities.

8. Should any of the cities engage the Consultant to initiate a specific task unique to their city, the financial obligation and project management for that specific task will be the sole responsibility of that city and will not be covered under this MOU or the contract with Consultant described in Section 2, above.

9. Project management for the Joint Eastern Alameda County Human Services Needs Assessment will be shared by staff from the City of Dublin, City of Livermore, and the City of Pleasanton. Staff will work collaboratively to ensure that project timelines are met and project deliverables are met.

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

11. This MOU constitutes the entire understanding of the parties.

THIS MOU executed the date and year first above written.

CITY OF PLEASANTON	CITY OF DUBLIN	CITY OF LIVERMORE
_____	_____	_____
Gerry Beaudin, City Manager	Linda Smith, City Manager	Marianna Marysheva, City Manager
ATTEST:	ATTEST:	ATTEST:
_____	_____	_____
Jocelyn Kwong, City Clerk	Marsha Moore, City Clerk	Marie Weber, City Clerk
APPROVED AS TO FORM	APPROVED AS TO FORM	APPROVED AS TO FORM:
_____	_____	_____
Dan Sodergren, City Attorney	John Bakker, City Attorney	Jason Alcala, City Attorney

Exhibit A
City of Pleasanton Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 1 day of July 2022, between the CITY OF PLEASANTON, a municipal corporation ("City"), and JSI Research and Training Institute, Inc., a public health and research firm, whose address is 2080 Addison Street #4, Berkeley, CA, 94704, and telephone number is (415) 400-0020, ("Consultant").

RECITALS

A. Consultant is qualified to and experienced in providing public health research and consulting for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support**. Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Terms**. This Agreement shall commence on the date written above and shall expire on June 30, 2024. The Agreement may be administratively extended by mutual agreement of the parties if needed to complete the services.

4. **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed $234,467.

a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by

City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the

insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance**. During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least $2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance with limits not less than $2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least $1,000,000.

c. Professional Liability Insurance. Professional liability insurance in the amount of $2,000,000.

d. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

f. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

g. Subcontractors. Consultant shall include all subcontractors as insured 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 in this Agreement, including but not limited naming additional insureds.

13. **Notices**. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: JSI Research and Training Institute
2080 Addison Street #4
Berkeley, CA 94704
Attn: _____

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

14. **Conformance to Applicable Laws**. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits**. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality**. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest**. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver**. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability**. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

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

24. **Scope of Agreement**. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON	**CONSULTANT**
_____	By: _____
Gerry Beaudin, City Manager	Signature
ATTEST:	_____
	Print name
_____	
Jocelyn Kwong, City Clerk	Its: _____
	Title
APPROVED AS TO FORM:	{*two signatures required for corporation*}
_____	
Daniel G. Sodergren, City Attorney	By: _____
	Signature
Rev. 5/22	_____
	Print name
	Its: _____
	Title

Exhibit B
Scope of Work

Proposal for Eastern Alameda County Human Services Needs Assessment - JSI Amendment

May 3, 2022

In response to the stated needs of Tri-Valley Leadership, we have adapted our original proposal to include the following:

1. ***Timeline and Qualitative Approach Updates:***
   a. The timeline has been adjusted to 15 months (approximately mid-July 2022 through mid-October 2023). This additional time will enable the Project Team to expand the qualitative data collection process and ensure varied and vital perspectives are engaged throughout the process. This includes four added Commission meetings to gather input from the Commissioners of each city. The Project Team and Steering committee will attend one Joint Committee meeting at the beginning of the project period to allow for public comments on the intention, work plan, and goals of the Needs Assessment process. We will attend three separate City meetings once the Needs Assessment report is drafted.
   b. We will plan to attend six City Council meetings, two for each city. The first meeting will take place in Phase 1 to inform Council and community members about the process. The second meeting will take place during Phase 3 before the cumulative data analysis.
   c. We will convene two additional meetings with a group of 7-8 nonprofits that work collaboratively with Tri-County to meet the needs of the community. The first meeting will be a focus group interview completed during qualitative data collection (Phase 3). The second meeting will take place in the report generation phase of the project (Phase 4) to solicit feedback on themes from the data analysis and review draft recommendations for feasibility.
   d. We have built in time for two drafts of the report and two opportunities to integrate feedback and revisions from advisors, Commissioners, City Council, and the community at large before producing the final report. We have noted that the final report will need to have a clear narrative that Tri-Valley leaders can use to engage policymakers.

2. ***The Stakeholder Advisory Committee:*** Based on feedback from City leaders, we have expanded the committee to 7-10 participants. This may grow slightly should there be a need to add more perspectives to the committee; however, we recommend a committee with a maximum of 12 members to allow for a balance of input and forward momentum. The committee will also include a member of the Alameda County staff in order to build relationships, increase transparency, and identify opportunities for County collaboration and support around Tri-Valley needs.

Please see the updated high level timeline, detailed timeline with deliverables and corresponding budget below.

High-Level Timeline



Detailed Timeline

Phase 1- Project Management and Coordination / Establish Timelines and Schedules (July - August 2022)		
Task	Specific Activities	Timeline
Kick-off Meetings (~ 2 meetings needed)	• Review equity framework • Confirm scope of work and approach. Establish project timelines, milestones and schedule • Identify and Onboard community representative for Steering Committee • Establish communication plan • Develop schedule for meetings between Project Team and Steering Committee • Develop information gathering outreach plan • Identify potential SAC participants • Identify dates or time frame for City Council meetings for each city (6 total), and Commision meetings (4 total) *Deliverable: Project Work Plan, Timeline, and Scope of Services*	July 2022
Community Meetings Scheduling (between meetings)	• Present proposed schedule for community and stakeholder meetings • Present proposed schedule for publicly noticed City and Commissioner meetings *Deliverable: Schedule for community and stakeholder meetings, schedule for public noticed City meetings*	August 2022
Joint Commission Meeting	• Introduction to the project, work plan, approach and intent to reinvigorate the Needs Assessment process	TBD - Proposed August/September 2022

Phase 2 - Quantitative Data Collection (September - October 2022)		
Task	Specific Activities	Timeline
If not scheduled previously, attend Commission meeting	• *Introduction to the project, work plan, approach and intent to reinvigorate the Needs Assessment process*	*September 2022*
2 - Data Review, Collection, Identify Themes (Phase 2)	• Review, collect and analyze quantitative data outlined in detail above • Review the impacts of public policy and economic events on needs and service delivery. This should include how the changing federal, state and county priorities and guidelines impact resources, impacts of the pandemic, shift in private and public funding streams, and the economic growth on needs, services and infrastructure. *Deliverable: Itemized description of existing human services currently being offered in the Tri-Valley. Summary of potential problems, gaps, areas of overlap, strengths and weaknesses.*	September 2022
Monthly Steering Committee Meeting	• Work plan review • Discuss ongoing data collection tasks • Confirmation and orientation of SAC	October 2022

Phase 3 - Stakeholder Advisory Committee (SAC) and Qualitative Data Collection (November 2022- May 2023)		
Task	Specific Activities	Timeline
Stakeholder Advisory Committee Onboarding	• Establish and coordinate a Stakeholder Advisory Committee (SAC). Composed of Tri-Valley human service recipients, individuals with lived experiences, Tri-Valley Human Services City Commissioners, advocates, social service agencies, Alameda County	November 2022

	and local nonprofits	
Monthly Steering Committee Meeting	• Work plan review • Phase 2 deliverable review • SAC committee planning • Outreach to community partners	November 2022
Stakeholder and Steering Committee Joint Meeting	• Facilitation training for SAC • Confirm outreach plan for information gathering • Review interview and key informant tools and schedule	December 2022
Focus Group and Key Informant Interviews	• Manage the tools necessary to collect community input and data	December 2022 - May 2023
Public Meetings including City Council Meetings	• Engage the communities, lead and facilitate community meetings, focus groups, stakeholder meetings and service providers • Attend, lead and facilitate City Council, Commission and community meetings in all three Cities. • Complete 15 Key Informant Interviews and 10 focus groups (3 per city) • 3 City Council Meetings (1 for each city)	December 2022 - May 2023
SAC Meeting #3	• Assess progress of informant interviews, focus groups, and outreach meetings. Troubleshoot any issues • Review data and themes collected thus far, identify potential gaps in qualitative data collection plan *Deliverable: SAC Summary Report with findings from the SAC discussions and meetings, Outreach Summary Report with findings from all public meetings. details of attendees and comments received at each presentation.*	April 2023
Monthly Steering Committee Meetings	• Deliverable review and feedback • Work plan updates	December - May 2023

Phase 4 - Complete Data Analysis and Peer Review (June- August 2023)		
Task	Specific Activities	Timeline
Monthly Steering Committee Meetings	• Deliverable review and feedback • Work plan review • Discuss scheduling for presentation of draft reports	June - August 2023
Data Analysis	• Identify and interview Tri-Valley human service providers to further clarify human service and infrastructure needs including local non-profit organizations • Analyze existing Tri-Valley human services including needs and gap areas • Identify where residents needing access to services reside in the Tri-Valley • Analyze all applicable data (federal, state and local) • Identify funding sources including; local, county, state, federal and private funding • Compare information from the 2011 Eastern Alameda County Human Services Needs Assessment and provide a comprehensive inventory of programs being provided in the Tri-Valley region to identify change/improvements in service delivery and infrastructure • Prepare forecasts and key trends for Tri-Valley human service and infrastructure needs • Articulate themes through the analysis process into goals, strategies and implementation plans. *Deliverable: Provide estimated short term (2 - 5 year) and longer (10 year) term human service needs (services and infrastructure) and key trends for the Tri-Valley. Include potential funding partners/sources.*	June 2023 - August 2023
Peer review	• Review findings with non-profit organizations supporting Tri-Valley area • Evaluate and compare human service/infrastructure delivery models and policies	June - August 2023

	for similar areas in the greater San Francisco Bay Area and potentially beyond if necessary (utilize what others are doing to use an example to inform recommendations- where we can also highlight the relationships we have with the different cities/counties) *Deliverable: Peer Review Report.*	
Public Meetings including City Council Meetings and Commission Meetings	• Engage the communities, lead and facilitate community meetings, focus groups, stakeholder meetings and service providers • Present themes and initial findings from draft report to City Councils (one in each city), and Commission (one in each city)	June - August 2023
Stakeholder Advisory Committee Meeting #4	• Review findings and discuss communication plans	August 2023

Phase 5- Recommendations and Implementation Plans (September - October 2023)		
Task	Specific Activities	Timeline
Monthly Steering Committee Meetings	• Review findings and finalize implementation and communication plans • Establish schedule for presentation of reports	Sept 2023
Recommendations and Implementation Plans	• Describe Tri-Valley human service needs for the next five to 10 years • Provide final recommendations that address comprehensive research and analysis • Provide recommendations for innovative changes to human service delivery model(s) • Develop goals, strategies, implementation plans and potential partners and package these findings into a final report; one report combines all three Cities as a region and one each for the Cities of Dublin, Livermore and Pleasanton, including; - Ranking	October 2023

	human service needs/gap areas in priority order - ● Providing human service needs/gaps as well as infrastructure needs in each plan -Identifying associated costs for needs/gaps -Identifying potential funding opportunities ● As part of the final report, issue an executive summary that includes statistics and trends addressing human service needs in the Tri-Valley in the present and in the future (2030) *Deliverable: Final report including recommendations and implementation plans, human services "service" needs/gap implementation plan for each City, human services "infrastructure" needs/gap implementation plan for each City, Tri-Valley regional implementation plan*	

Budget

Personnel				
Staff	**Position**	**Budgeted hours**	**Rate per hour**	**Total**
Becky Reno	Project Director/Data Lead	384	$150.00	$57,600
Corina Pinto	Data Lead	359	$120.00	$43,080
Deanna Lewis	Project Manager/Community Engagement	399	$120.00	$47,880
Project Associate - TBD	Administrative Support	339	$90.00	$30,510
Total JSI Staff Fees				**$179,070**
Subcontractors				
Pleasanton Community Representative	Community Engagement Interviews Activities	53	$50	$2,650
Dublin Community Representative	Community Engagement Interviews Activities	53	$50	$2,650
Livermore Community Representative	Community Engagement Interviews Activities	53	$50	$2,650
Community Representative Undecided location	Community Engagement Interviews Activities	53	$50	$2,650
Total Subcontractor Fees				**$10,600**
Total Professional Fees				**$189,670**
Other Direct Costs				
Incentives				$6,315
Recruitment Materials/Campaign				$1,000
Meals/Snacks for Community Meetings ($20)				$1,900
Translation Services (10 cents per word)				$1,000
Travel (20 trips)				$1,000
Honorariums for SAC and Steering Committee ($500)				3,000
Total Estimated Project Budget				**$203,885**

Agenda Item 4.6

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement with Advanced Integrated Pest Management for Pest Control Services
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Advanced Integrated Pest Management for pest control services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with Advanced Integrated Pest Management for Pest Control Services.

FINANCIAL IMPACT:

The proposed Fiscal Year 2022-23 contract amount is $49,740 for base services in year one, including $11,340 for City owned facilities, $38,400 for the Camp Parks Reserve Forces Training Area, plus $2,000 in contingency for as-needed additional services. Sufficient funds were included in the Fiscal Year 2022-23 Budget to cover these costs. The contract term totals three years, for a total not-to-exceed amount of $159,742, including contingency. All expenditure for services provided to the Camp Parks Reserve Forces Training Area will be reimbursed to the City through the Intergovernmental Support Agreement with Camp Parks.

DESCRIPTION:

The Public Works Department utilizes contractors for a variety of maintenance services, including pest control and integrated pest management. On April 6, 2022, the City issued a Request for Proposals (RFP) for routine pest control services in and around City buildings and within the Camp Parks Reserve Forces Training Area (Camp Parks). The RFP specified that the vendor selection would be based on quality and completeness of submissions, the company's experience with engagements of similar scope and complexity, experience and qualifications of assigned

individuals, and satisfaction of previous clients. The RFP was sent to contractors previously under contract with the City and to those that had expressed interest in receiving RFPs. The RFP was also posted on the City's website.

In response to the RFP, Staff received proposals from the four firms listed below.

SUBMITTED PROPOSALS
Advanced Integrated Pest Management
Hunters Services Inc.
Omega Termite and Pest Control Inc.
Sprague Pest Solutions

After evaluating the four proposals, Staff identified Advanced Integrated Pest Management as the most qualified to provide the desired services. It should be noted that while the City's Purchasing Ordinance allows the selection of maintenance contractors based on considerations other than price, Advanced Integrated Pest Management also provided the lowest bid. Advanced Integrated Pest Management has provided pest control services at City buildings since July 2017 and on Camp Parks, through the Intergovernmental Support Agreement since January 2020. The RFP solicitation was for a three-year term of services.

Total Cost

The table below shows the total estimated annual costs for each year provided to the City and to Camp Parks.

	Year 1	Year 2	Year 3	Total
City Facilities	$11,340	$11,680	$12,031	$35,051
Camp Parks RFTA	$38,400	$39,552	$40,739	$118,691
Contingency	$2,000	$2,000	$2,000	$6,000
TOTAL	**$51,740**	**$53,232**	**$54,770**	**$159,742**

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with Advanced Integrated Pest Management for Pest Control Services
2) Exhibit A to the Resolution – Agreement with Advanced Integrated Pest Management for Pest Control Services
3) Request for Proposals – Pest Control Services
4) Proposal – Advanced Integrated Pest Management

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH ADVANCED INTEGRATED PEST MANAGEMENT FOR PEST CONTROL SERVICES

WHEREAS, Staff issued a Request for Proposals (RFP) for pest control services for City and Camp Parks facilities; and

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

WHEREAS, Staff reviewed and evaluated the proposals in accordance with the RFP rating criteria and determined that Advanced Integrated Pest Management best met the City's desired scope of services based on quality and completeness of submissions, the company's experience with engagements of similar scope and complexity, experience and qualifications of assigned individuals, and satisfaction of previous clients; and

WHEREAS, the City now desires to enter into an agreement with Advanced Integrated Pest Management for a three-year term for pest control services at City buildings and at Camp Parks via the current Intergovernmental Support Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Agreement with Advanced Integrated Pest Management, attached hereto as **Exhibit A**.

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

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

**CONTRACTOR SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
ADVANCED INTEGRAGED PEST MANAGEMENET**

THIS AGREEMENT for pest control management services is made by and between the City of Dublin ("City") and Advanced Integrated Pest Control ("Contractor") (together sometimes referred to as the "Parties") as of July 1, 2022 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Contractor and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Contractor for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

1.5 [Intentionally Deleted]

1.6 Public Works Contractor Registration. Contractor agrees, in accordance with Section 1771.1 of the California Labor Code, that Contractor or any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless

currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed ($159,742) one hundred and fifty-nine thousand, seven hundred forty two dollars, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of

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

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

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

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

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

2.5 **[Intentionally Deleted]**.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

2.10 **[Intentionally Deleted]**.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 All Policies Requirements.

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

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

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

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

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

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

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

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

Section 6. STATUS OF CONTRACTOR.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

Advanced Integrated Pest Management
Attn: Gary Fonzi
4070 Nelson Avenue, Ste. J/K
Concord, CA 94520

Any written notice to City shall be sent to:

City of Dublin
Attn: Public Works Manager
100 Civic Plaza
Dublin, CA 94568

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

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

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

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

SIGNATURES ON FOLLOWING PAGE

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

CITY OF DUBLIN

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

ADVANCED INTEGRATED PEST MANAGEMENT

DocuSigned by:
Brian Romani
4C6140B600000487...

Brian Romani, President

Contractor's DIR Registration Number
(if applicable)

3070365.1

EXHIBIT A

SCOPE OF SERVICES

Contractor shall treat and/or provide for an environment that is free from, but not limited to, the following pests:

1. Spiders, cockroaches, and beetles
2. Crickets and grasshoppers
3. Ants (all species), earwigs, sow bugs, and silverfish
4. Fleas and other biting insects
5. Wasps, hornets and other stinging insects nesting in the interior or exterior, up to a maximum height of two (2) stories
6. Mice, rats, and other rodents

Pest control services shall be performed at all City facilities, as listed in Exhibit B.

All Contractor personnel shall wear a uniform with proper identification whenever working in or around any City facility. Contractor personnel shall schedule all visits prior to providing services with the Public Works Manager or designee, and Contractor personnel shall check in with City staff before performing services to receive an update on any issues that may have come up since the last routine service.

The Contractor personnel must perform a thorough inspection during routine service. Contractor personnel shall provide the City with an electronic copy of the inspection report within one week of service in order to report any issues that may be addressed by the City prior to the next scheduled service (i.e. trim vegetation away from building, install door sweeps, etc.).

Complaints and service requests between routine services must be addressed within 24 hours after notification and will be at no additional cost to the City.

All pest control services shall be performed in accordance with Federal, State and Local rules and regulations. Any and all chemicals used during the service must be approved for its intended use and applied in a manner consistent with the regulations established by the State of California Department of Pesticide Regulation and consistent with Federal and Cal OSHA standards.

Contactor shall establish and submit to the Public Works Manager a schedule of services to be performed at each facility. Each facility shall be serviced monthly, unless noted otherwise.

This Agreement will allow for additional facilities to be added to the list in Exhibit B as determined by the Public Works Manager, or their designee. In addition, Public Works Manager, or their designee, may approve, in writing, additional work for unforeseen services on top of items approved in this Agreement.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Site #	Facility	Floors	Interior Building	Exterior Building	Frequency	Total Monthly Rate	Total Annual Rate
1	City Hall 100 Civic Plaza	2	X	X	Monthly	$105	$1,260
2	Library 200 Civic Plaza	1	X	X	Monthly	$75	$900
3	Public Safety Complex 6363 Clark Avenue	1	X	X	Monthly	$105	$1,260
4	Shannon Center 11600 Shannon Avenue	1	X	X	Monthly	$75	$900
5	Senior Center 7600 Amador Valley Boulevard	1	X	X	Monthly	$75	$900
6	Heritage Park & Museum (Old St. Raymond Church & Schoolhouse) 6600 Donlon Way	1	X	X	Monthly	$70	$840
7	Historic Park (Kolb House) 6600 Donlon Way	1	X	X	Monthly	$60	$720
8	The WAVE 4201 Central Parkway	1	X	X	Monthly	$125	$1,500
9	City Corporation Yard 5709 Scarlett Court	1	X	X	Monthly	$75	$900
10	Fire Station 16 7494 Donohue Drive	1	X	X	Monthly	$60	$720
11	Fire Station 17 6700 Madigan Drive	1	X	X	Monthly	$60	$720
12	Fire Station 18 4800 Fallon Road	1	X	X	Monthly	$60	$720
The following sites/locations are located in the Camp Parks RFTA							
150	Warehouse	2		X	Upon Request	$40	$480
162	Warehouse	1		X	Upon Request	$40	$480

171	Warehouse	1		X	Upon Request	$40	$480
275	Visitor Center	1	X	X	Weekly	$25	$300
277	Guard Shack	1	X	X	Weekly	$25	$300
278	Guard Shack	1	X	X	Weekly	$25	$300
282	Guard Shack	1	X	X	Weekly	$25	$300
300	Administrative	2	X	X	Monthly	$50	$600
301	Administrative	2	X	X	Monthly	$50	$600
302	Administrative	2	X	X	Monthly	$50	$600
303	Fitness Center	2	X	X	Weekly	$50	$600
304	Administrative	2	X	X	Monthly	$50	$600
306	Administrative	2	X	X	Monthly	$50	$600
309	Storage	1		X	Monthly	$40	$480
310	Administrative	2		X	Monthly	$50	$600
311	Administrative	1	X	X	Weekly	$50	$600
312	Administrative	1	X	X	Weekly	$50	$600
313	Warehouse	1		X	Monthly	$40	$480
320	Administrative	2		X	Monthly	$50	$600
321	Administrative	2		X	Monthly	$50	$600
330	Administrative	2		X	Upon Request	$50	$600
332	Dining Facility	3	X	X	Weekly	$100	$1200
334	Warehouse	1		X	Monthly	$40	$480
342	Storage	1		X	Monthly	$40	$480
350	Administrative	1	X	X	Weekly	$50	$600
360	Barracks	2	X	X	Weekly	$50	$600
361	Barracks	2	X	X	Weekly	$50	$600
362	Barracks	2	X	X	Weekly	$50	$600
363	Barracks	2	X	X	Weekly	$50	$600
364	Barracks	2	X	X	Weekly	$50	$600
373	Administrative	2	X	X	Weekly	$50	$600

387	Container Storage	1		X	Upon Request	$50	$600
388	Container Storage	1		X	Upon Request	$30	$360
389	Container Storage	1		X	Upon Request	$30	$360
390	Barracks	2	X	X	Monthly	$30	$360
391	Barracks	2	X	X	Monthly	$50	$600
392	Barracks	2	X	X	Monthly	$50	$600
393	Barracks	2	X	X	Monthly	$50	$600
394	Barracks	2	X	X	Monthly	$50	$600
398	Laundry Facility	1	X	X	Weekly	$50	$600
490	Vehicle Maintenance	1	X	X	Weekly	$40	$480
494	Warehouse	1	X	X	Weekly	$40	$480
495	Admin/Storage	1		X	Upon Request	$50	$600
510	Administrative	2	X	X	Weekly	$50	$600
511	Storage	1		X	Upon Request	$40	$480
512	Storage	1		X	Monthly	$40	$480
514	Administrative	1	X	X	Weekly	$50	$600
515	Storage	1		X	Monthly	$40	$480
516	Vehicle Maintenance	1		X	Monthly	$40	$480
517	Administration	2	X	X	Weekly	$50	$600
521	Administration/Rally	1	X	X	Weekly	$50	$600
522	Storage	1		X	Upon Request	$40	$480
610	Administrative	1	X	X	Weekly	$50	$600
612	Storage	1		X	Upon Request	$40	$480
620	Administrative	1	X	X	Weekly	$50	$600
628	Admin/Toilet	1		X	Upon Request	$50	$600
635	NEC Node	1		X	Upon Request	$40	$480
650	Administrative	2	X	X	Monthly	$50	$600

659	Administrative	3	X	X	Weekly	$50	$600
665	Admin/Storage	1	X	X	Monthly	$50	$600
677	Administrative	1	X	X	Monthly	$50	$600
685	Warehouse/Storage	1	X	X	Monthly	$50	$600
791	Admin/Shops	1	X	X	Weekly	$40	$480
1192	Access Control	1		X	Upon Request	$50	$600
1195	Range OPS/Storage	1		X	Upon Request	$50	$600
1206	Administrative	1		X	Upon Request	$50	$600
1209	Administrative	1		X	Upon Request	$50	$600
1211	Administrative	1		X	Upon Request	$50	$600
0396A	Baseball Dugout (R)	1		X	Upon Request	$25	$300
0396B	Baseball Dugout (L)	1		X	Upon Request	$25	$300
J1210	Administrative	1		X	Upon Request	$50	$600
MISC	Curbs	1		X	Bimonthly	$25	$300
MISC	Gravel Areas	1		X	Bimonthly	$25	$300
R0EST	Administrative	1		X	Upon Request	$50	$600
R396C	Baseball (Booth)	1		X	Upon Request	$25	$300
TR490	Showers	1		X	Upon Request	$25	$300

Agreement will allow for additional facilities to be added to the above list and approved by the Public Works Manager. In addition, the Public Works Manager may approve additional unforeseen services on top of items approved in this Agreement.

	Year 1	Year 2	Year 3	Total
City Facilities	$11,340	$11,680	$12,031	$35,051
Camp Parks – RFTA	$38,400	$39,552	$40,739	$118,691
Contingency	$2,000	$2,000	$2,000	$6,000
Totals	$51,740	$53,232	$54,770	$159,742

Please note, reimbursable expenses are built into rates as identified above.
Invoices shall be submitted electronically to: pwinvoices@dublin.ca.gov no more than once monthly and as work is completed.

REQUEST FOR PROPOSALS

Pest Control Services

City of Dublin

Proposals must be received by: Thursday, April 28, 2022 at 4:00 p.m. (Pacific Time)

Meagan Hanna
Administrative Aide
City of Dublin Public Works Department
100 Civic Plaza
City of Dublin, CA 94568

DUBLIN

Request for Proposal
For
Pest Control Services

Overview

The City of Dublin (City) is requesting proposals from qualified pest control applicator (contractor) businesses. The City intends to select an operator who is registered and licensed in the State of California to provide pest control services to the City in order to provide for a pest free environment for employees and visitors to City maintained facilities within the City of Dublin.

Scope of Work

Contractor to treat and/or provide for an environment that is free from, but not limited to, the following pests:

1. Spiders, cockroaches, and beetles
2. Crickets and grasshoppers
3. Ants (all species), earwigs, sow bugs, centipedes, and silverfish
4. Fleas and other biting insects
5. Wasps, hornets and other stinging insects nesting in the interior or exterior, (up to a maximum height of two (2) stories) and subterranean nests within 50 feet of a facility.
6. Mice, rats, and other interior rodents
7. Gopher, moles and voles (limited treatment at Camp Parks RFTA; SEE MAP)

Considerations:

The successful proposal will, at a minimum, provide the following to meet the specific needs of the City of Dublin:

1. Contractor shall provide pest control services at all City and select Camp Parks Reserve Forces Training Area facilities.
2. All contractor personnel shall wear a uniform with company identification whenever working in or around any City facility. Contract personnel shall schedule all visits prior to providing services with the Public Works Maintenance Superintendent (or his designee) and Contract personnel shall check in with City staff before performing services to receive an update on any issues that may have come up since the last routine service.
3. Contractor must perform a thorough inspection during routine service. Contractor personnel shall provide the City with a copy of the inspection report (electronically) within one week of service in order to report any issues that may be addressed by the City prior to the next scheduled service (i.e., trim vegetation away from building, install door sweeps, etc.).
4. Complaints and service requests between routine services must be addressed within 24 hours after notification and will be at no additional cost to the City.
5. All pest control services shall be performed in accordance with Federal, State and Local rules and regulations. Any and all chemicals used during the service must be approved

for its intended use and applied in a manner consistent with the regulations established by the State of California Department of Pesticide Regulation and consistent with Federal and Cal OSHA standards.

6. Contactor shall establish and submit to the Public Works Maintenance Superintendent a schedule of services to be performed at each facility. Each facility shall be serviced monthly, unless noted otherwise.
7. Contractor shall submit a copy of the company's IPM policy along with the proposal. Should the company not have a current IPM policy, the contractor must establish an IPM policy and submit it along with the proposal. The contractor selected to provide pest control services to the City, shall implement the IPM policy by the start date of service.
8. Furnish all labor, materials and equipment necessary to complete tasks
9. Contractor shall complete the compensation schedule attached herein as **Attachment B** and include with the proposal by the submission deadline.

Locations and Frequencies

Site#	Facility	Floors	Interior Building	Exterior Building	Frequency
1	City Hall 100 Civic Plaza	2	X	X	Monthly
2	Library 200 Civic Plaza	1	X	X	Monthly
3	Public Safety Complex 6363 Clark Avenue	1	X	X	Monthly
4	Shannon Center 11600 Shannon Avenue	1	X	X	Monthly
5	Senior Center 7600 Amador Valley Boulevard	1	X	X	Monthly
6	Heritage Park & Museum (Old St. Raymond Church & Schoolhouse) 6600 Donlon Way	1	X	X	Monthly
7	Historic Park (Kolb House) 6600 Donlon Way	1	X	X	Monthly
8	The WAVE 4201 Central Parkway	1	X	X	Monthly
9	City Corporation Yard 5709 Scarlett Court	1	X	X	Monthly
10	Fire Station 16 7494 Donohue Drive	1	X	X	Monthly
11	Fire Station 17 6700 Madigan Drive	1	X	X	Monthly
12	Fire Station 18 4800 Fallon Road	1	X	X	Monthly

The following sites/locations are located in the Camp Parks RTFA*

150	Warehouse	2		X	Upon Request
162	Warehouse	1		X	Upon Request
171	Warehouse	1		X	Upon Request
275	Visitor Center	1	X	X	Weekly
277	Guard Shack	1	X	X	Weekly
278	Guard Shack	1	X	X	Weekly
282	Guard Shack	1	X	X	Weekly
300	Administrative	2	X	X	Monthly
301	Administrative	2	X	X	Monthly
302	Administrative	2	X	X	Monthly
303	Fitness Center	2	X	X	Weekly
304	Administrative	2	X	X	Monthly
306	Administrative	2	X	X	Monthly
309	Storage	1		X	Monthly
310	Administrative	2		X	Monthly
311	Administrative	1	X	X	Weekly
312	Administrative	1	X	X	Weekly
313	Warehouse	1		X	Monthly
320	Administrative	2		X	Monthly
321	Administrative	2		X	Monthly
330	Administrative	2		X	Upon Request
332	Dining Facility	3	X	X	Weekly
334	Warehouse	1		X	Monthly
342	Storage	1		X	Monthly
350	Administrative	1	X	X	Weekly
360	Barracks	2	X	X	Weekly
361	Barracks	2	X	X	Weekly
362	Barracks	2	X	X	Weekly
363	Barracks	2	X	X	Weekly

364	Barracks	2	X	X	Weekly
373	Administrative	2	X	X	Weekly
387	Container Storage	1		X	Upon Request
388	Container Storage	1		X	Upon Request
389	Container Storage	1		X	Upon Request
390	Barracks	2	X	X	Monthly
391	Barracks	2	X	X	Monthly
392	Barracks	2	X	X	Monthly
393	Barracks	2	X	X	Monthly
394	Barracks	2	X	X	Monthly
398	Laundry Facility	1	X	X	Weekly
490	Vehicle Maintenance	1	X	X	Weekly
494	Warehouse	1	X	X	Weekly
495	Admin/Storage	1		X	Upon Request
510	Administrative	2	X	X	Weekly
511	Storage	1		X	Upon Request
512	Storage	1		X	Monthly
514	Administrative	1	X	X	Weekly
515	Storage	1		X	Monthly
516	Vehicle Maintenance	1		X	Monthly
517	Administration	2	X	X	Weekly
521	Administration/Rally	1	X	X	Weekly
522	Storage	1		X	Upon Request
610	Administrative	1	X	X	Weekly
612	Storage	1		X	Upon Request
620	Administrative	1	X	X	Weekly
628	Admin/Toilet	1		X	Upon Request
635	NEC Node	1		X	Upon Request
650	Administrative	2	X	X	Monthly

659	Administrative	3	X	X	Weekly
665	Admin/Storage	1	X	X	Monthly
677	Administrative	1	X	X	Monthly
685	Warehouse/Storage	1	X	X	Monthly
791	Admin/Shops	1	X	X	Weekly
1192	Access Control	1		X	Upon Request
1195	Range OPS/Storage	1		X	Upon Request
1206	Administrative	1		X	Upon Request
1209	Administrative	1		X	Upon Request
1211	Administrative	1		X	Upon Request
0396A	Baseball Dugout (R)	1		X	Upon Request
0396B	Baseball Dugout (L)	1		X	Upon Request
J1210	Administrative	1		X	Upon Request
MISC	Curbs	1		X	Bimonthly
MISC	Gravel Areas	1		X	Bimonthly
R0EST	Administrative	1		X	Upon Request
R396C	Baseball (Booth)	1		X	Upon Request
TR490	Showers	1		X	Upon Request

*Start date to be determined by Public Works Maintenance Manager

Agreement will allow for additional services to be added to the above list as approved by the Public Works Maintenance Superintendent, or their designee.

Process and General Conditions

1. Proposers shall submit one electronic copy to:

   Meagan Hanna, Administrative Aide
   City of Dublin Public Works Department
   100 Civic Plaza
   Dublin, CA 94568
   meagan.hanna@dublin.ca.gov

2. Deadline for submitting the proposal is Monday, April 28, 2022, at 4:00 p.m. to the Public Works Department at 100 Civic Plaza, Dublin, CA 94568.

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract. The format of submittals is at the discretion of the Proposer. Each proposal shall be limited to a maximum of 15 pages, single-sided, using minimum 12-point font size. Page limit excludes a table of contents, tabbed dividers, and resumes for Contractor's team.

Schedule for RFP Process

Wednesday, April 6, 2022	Request for Proposals posted to City website
Thursday, April 14, 2022	Facility Tours are scheduled for April 14, 2022 beginning at 10:00 a.m. in the Public Works Conference Room at 100 Civic Plaza, Dublin, CA 94568. Please note: tours will involve travel to all facility locations.
Friday, April 15, 2022	Deadline to submit questions to City of Dublin
Monday, April 18, 2022	Addendum posted, if required
Thursday, April 28, 2022	Proposals are due no later than 4:00 PM on April 28, 2022
Tuesday, June 7, 2022	Contract Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

RFP Submittal Requirements

Please prepare and organize your Proposal based on the requirements provided below. Interested companies are requested to submit one electronic copy of their Proposal as follows:

1. Enclose a cover letter not to exceed one page, describing the company's interest and commitment to perform work necessary to provide contract services for pest control. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within the document and not as a separate page.

2. State the qualifications and experience of the company/individuals. Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.

3. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the services outlined in this request for qualification. Please include a brief description of the work performed and the role your company performed.

4. List key staff members, including identification of the primary point-of-contact. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project on time and within budget.

5. Present a compensation rate schedule for services outlined in Scope of Work.

6. Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

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

Standard Contracting Agreement

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a unit price basis for a specified scope of work. The term of the agreement will begin July 1, 2022 and expire on June 30, 2025.

A sample of the Contract Services Agreement (Agreement) is provided as **Attachment A**.

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating Proposals. Otherwise, Proposer is to state in writing in the proposal that the Agreement is acceptable to Proposer.

Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

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

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

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

Equal Employment Opportunity

Proposer shall not, on the 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") either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

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

Governing Law

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

Insurance Requirements

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

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

References

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

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP.

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

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

Selection of Contractor

Proposals will be evaluated on the following:

a) responsiveness to the Request for Proposal questions
b) experience of the firm
c) experience and qualifications of the assigned individuals
d) satisfaction of previous clients

Attachment A

Standard Contract Services Agreement

(Removed for purposes of the June 21, 2022
Regular City Council Meeting Packet)

Attachment B

Compensation Schedule

Site#	Facility	Floors	Interior Building	Exterior Building	Frequency	Total Monthly	Total Annual
1	City Hall 100 Civic Plaza	2	X	X	Monthly		
2	Library 200 Civic Plaza	1	X	X	Monthly		
3	Public Safety Complex 6363 Clark Avenue	1	X	X	Monthly		
4	Shannon Center 11600 Shannon Avenue	1	X	X	Monthly		
5	Senior Center 7600 Amador Valley Boulevard	1	X	X	Monthly		
6	Heritage Park & Museum (Old St. Raymond Church & Schoolhouse) 6600 Donlon Way	1	X	X	Monthly		
7	Historic Park (Kolb House) 6600 Donlon Way	1	X	X	Monthly		
8	The WAVE 4201 Central Parkway	1	X	X	Monthly		
9	City Corporation Yard 5709 Scarlett Court	1	X	X	Monthly		
10	Fire Station 16 7494 Donohue Drive	1	X	X	Monthly		
11	Fire Station 17 6700 Madigan Drive	1	X	X	Monthly		
12	Fire Station 18 4800 Fallon Road	1	X	X	Monthly		

The following sites/locations are located in the Camp Parks RFTA

150	Warehouse	2		X	Upon Request		
162	Warehouse	1		X	Upon Request		
171	Warehouse	1		X	Upon Request		

275	Visitor Center	1	X	X	Weekly		
277	Guard Shack	1	X	X	Weekly		
278	Guard Shack	1	X	X	Weekly		
282	Guard Shack	1	X	X	Weekly		
300	Administrative	2	X	X	Monthly		
301	Administrative	2	X	X	Monthly		
302	Administrative	2	X	X	Monthly		
303	Fitness Center	2	X	X	Weekly		
304	Administrative	2	X	X	Monthly		
306	Administrative	2	X	X	Monthly		
309	Storage	1		X	Monthly		
310	Administrative	2		X	Monthly		
311	Administrative	1	X	X	Weekly		
312	Administrative	1	X	X	Weekly		
313	Warehouse	1		X	Monthly		
320	Administrative	2		X	Monthly		
321	Administrative	2		X	Monthly		
330	Administrative	2		X	Upon Request		
332	Dining Facility	3	X	X	Weekly		
334	Warehouse	1		X	Monthly		
342	Storage	1		X	Monthly		
350	Administrative	1	X	X	Weekly		
360	Barracks	2	X	X	Weekly		
361	Barracks	2	X	X	Weekly		
362	Barracks	2	X	X	Weekly		
363	Barracks	2	X	X	Weekly		
364	Barracks	2	X	X	Weekly		
373	Administrative	2	X	X	Weekly		
387	Container Storage	1		X	Upon Request		

388	Container Storage	1		X	Upon Request		
389	Container Storage	1		X	Upon Request		
390	Barracks	2	X	X	Monthly		
391	Barracks	2	X	X	Monthly		
392	Barracks	2	X	X	Monthly		
393	Barracks	2	X	X	Monthly		
394	Barracks	2	X	X	Monthly		
398	Laundry Facility	1	X	X	Weekly		
490	Vehicle Maintenance	1	X	X	Weekly		
494	Warehouse	1	X	X	Weekly		
495	Admin/Storage	1		X	Upon Request		
510	Administrative	2	X	X	Weekly		
511	Storage	1		X	Upon Request		
512	Storage	1		X	Monthly		
514	Administrative	1	X	X	Weekly		
515	Storage	1		X	Monthly		
516	Vehicle Maintenance	1		X	Monthly		
517	Administration	2	X	X	Weekly		
521	Administration/Rally	1	X	X	Weekly		
522	Storage	1		X	Upon Request		
610	Administrative	1	X	X	Weekly		
612	Storage	1		X	Upon Request		
620	Administrative	1	X	X	Weekly		
628	Admin/Toilet	1		X	Upon Request		
635	NEC Node	1		X	Upon Request		
650	Administrative	2	X	X	Monthly		
659	Administrative	3	X	X	Weekly		

665	Admin/Storage	1	X	X	Monthly		
677	Administrative	1	X	X	Monthly		
685	Warehouse/Storage	1	X	X	Monthly		
791	Admin/Shops	1	X	X	Weekly		
1192	Access Control	1		X	Upon Request		
1195	Range OPS/Storage	1		X	Upon Request		
1206	Administrative	1		X	Upon Request		
1209	Administrative	1		X	Upon Request		
1211	Administrative	1		X	Upon Request		
0396A	Baseball Dugout (R)	1		X	Upon Request		
0396B	Baseball Dugout (L)	1		X	Upon Request		
J1210	Administrative	1		X	Upon Request		
MISC	Curbs	1		X	Bimonthly		
MISC	Gravel Areas	1		X	Bimonthly		
R0EST	Administrative	1		X	Upon Request		
R396C	Baseball (Booth)	1		X	Upon Request		
TR490	Showers	1		X	Upon Request		

Agreement will allow for additional facilities to be added to the above list and approved by the Public Works Maintenance Superintendent. In addition, Public Works Maintenance Superintendent may approve additional unforeseen services on top of items approved in this Agreement.

April 28, 2022

TO: City of Dublin
From: Gary Fonzi- Advanced IPM
RE: City of Dublin/Camp Parks Pest Management RFP

Thank You for the opportunity to participate in the RFP process for pest management services for the City of Dublin & Camp Parks. As the incumbent provider, we have enjoyed a great relationship & are certainly hopeful that we may continue to be your pest management provider.

For over 3 decades Advanced Integrated Pest Management has been implementing proactive pest management programs for various properties across California & Nevada. Advanced IPM is comprised of specially trained technicians who hold a variety of licenses. This makes us a full service pest management company able to address any pest issues that you may face.

Advanced IPM is proud to offer you the resources and expertise of our entire organization. Pls review the proposal & provide any feedback or questions that you might have. I hope that it will meet with your approval.

Sincerely,

Gary Fonzi
Account Manager
Advance IPM
925-348-3544
gfonzi@advancedipm.com
www.advancedipm.com

Introduction

Advanced Integrated Pest Management is a DBA of Roseville Termite and Pest Control, Inc. established in 1981. The name Advanced Integrated Pest Management was developed to focus on commercial and industrial clients and to increase our service footprint. Advanced IPM has been an innovator within the pest management industry. As a commercial and industrial specialist, Advanced IPM has developed specialized treatments and programs tailored to the needs of our clients. Advanced is a full service company providing all pest management services without sub-contracting. Advanced has received numerous accolades including "Top 100" national rankings in both "*PCT Magazine*" and "*Pest Management Professional*". Advanced IPM was also recently recognized as the Number 1 company, in the "*Sacramento Business Journal*".

Our History

Since 1981, Advanced IPM has continually demonstrated the importance of the integral relationship between our valued clients and our respected staff through the highest degree of customer service, awareness and passion for our work. As a family owned and operated corporation we are dedicated to the success of our services and our team. Built on a "Service before Self" attitude Advanced IPM has emerged as a leader within the pest control industry.

Our Mission

Advanced IPM is committed to quality service through the exceptional performance of every member of our valued team. Our pledge is to establish lasting relationships with integrity, stability, and distinct professionalism.

Our Approach

Advanced IPM focuses on stable growth to promote long term stability. We will be knowledgeable, trustworthy and passionate in providing pest solutions that are environmentally conscious. We will foster an atmosphere that embraces professionalism and ambition. Advanced IPM will be faithful to continually develop and implement positive advancements that are beneficial for our customers and our staff.

I. Company Profile

Introduction

Advanced IPM is a DBA of Roseville Termite and Pest Control, Inc. established in 1981. The name Advanced IPM was developed to focus on commercial and industrial clients and to increase our service footprint. Advanced IPM has been an innovator within the pest management industry. As a commercial and industrial specialist, Advanced IPM has developed specialized IPM treatments and programs tailored to the needs of our clients for over 20 years. Advanced is a full service company providing all pest management services without sub-contracting. Advanced has received numerous accolades including "Top 100" national rankings in both "*PCT Magazine*" and "*Pest Management Professional*". Advanced IPM was also recently recognized as the Number 1 Company, in the "*Sacramento Business Journal*". Advanced IPM currently has 105 employees on staff.

Our History

Since 1981, Advanced IPM has continually demonstrated the importance of the integral relationship between our valued clients and our respected staff through the highest degree of customer service, awareness and passion for our work. As a family owned and operated corporation we are dedicated to the success of our services and our team. Built on a "Service before Self" attitude Advanced IPM has emerged as a leader within the pest control industry.

Our Mission

Advanced IPM is committed to quality service through the exceptional performance of every member of our valued team. Our pledge is to establish lasting relationships with integrity, stability, and distinct professionalism.

Our Approach

Advanced IPM focuses on stable growth to promote long term stability. We will be knowledgeable, trustworthy and passionate in providing pest solutions that are environmentally conscious. We will foster an atmosphere that embraces professionalism and ambition. Advanced IPM will be faithful to continually develop and implement positive advancements that are beneficial for our customers and our staff.

Background Checks

All employees of Advanced Integrated Pest Management undergo a rigorous screening process. Advanced employees are required to have no felonies or misdemeanors for the last 7 years. Our background checks are administered by ADP Screening utilizing social security and driver's license information. Advanced personnel must have a clean DMV. Advanced technicians must successfully pass a pre-employment physical and drug screening process. Advanced also conducts random and incident related drug testing. All licensed technicians are required to complete an FBI and DOJ fingerprinting screening process to obtain a Structural Pest Control License.

Training

All of our service technicians are required to have field Rep Licenses in Branch II and III. They also have QAL Licenses that allows them to treat for problems that occur away from the structure. Our commercial technicians are trained and certified in IPM, LEED, and EPA compliant. Technicians receive classroom and field training on a monthly basis. Advanced technicians also undergo regular blind audits to ensure proper servicing and quality expectations. Employees are required to show proficiency in the following areas:

- General Pest Control
- Wildlife Management
- Commercial Facility Inspection
- Specialized training needed to conduct services at various sites
- Safe handling and mixing of chemicals
- Spill Control
- How to use a fire extinguisher
- Safe driving techniques
- Safe Lifting
- Heat Stress
- Personal Protection Equipment
- How to read and use a label and MSDS
- Working in confined spaces
- Laws and Regulations SPCB
- Rodent, Bird, and Bat Proofing
- Wasp Biology and Control
- Wood Destroying Organisms
- Weed abatement
- Storm Water Protection
- Principals of IPM
- LEED Certification training
- Calibration

SERVICE LEVELS

Advanced IPM specializes in commercial and professional work environments. We recognize the sensitivity of sites that are included in this market. We also understand the local laws and ordinances that are unique to California. These injunctions such as the EPA issued Endangered Species program for the bay area, are important regulations. Advanced is keenly in tune with the necessary adjustments to remain compliant and still gain control for our clients. Advanced IPM offers an integrated pest management approach. We have been practicing these techniques before it was the standard. As our valued service partner and client, we ensure minimal interruptions to daily operations. Our technicians are available 24hrs a day, and have a minimum 4hr response period to address any pest control issues. Advanced offers a variety of specialized services including but not limited to:

Bird/ Bat Control	Termite Control	Tree/ Shrub Care
Bed Bug Remediation	Hazard Abatement	Live Animal Trapping
Vegetation Management	LEED Compliance	Mosquito Abatement
Fly/ Gnat Service	Yellow-jacket Abatement	ESA Compliance
Service Verification	Quality Control Programs	Bar-coding Services
Bee Removal	General Contracting	

CLIENT SAFETY PROGRAM

Safety Awareness Program

Safety and providing a safe working environment is the responsibility of all employees. All employees are directed to work safely and report any unsafe conditions or unsafe work habits to the safety manager. Debbie Scott (Safety Manager) at Advanced Integrated Pest Management is responsible for implementing injury and illness policies. Any questions or comments regarding our illness and injury program should be directed to Debbie Scott or in her absence Chris Kalsbeek. Debbie Scott has full responsibility and authority to implement this safety program for Advanced Integrated Pest Management. Report all unsafe practices or conditions to the Safety Manager **IMMEDIATELY**.

Participation

All employees will participate in this program. All employees will be trained upon hire, and or upon the implementation of this plan, as well as take part in all subsequent training.

Disciplinary Policy

Employees who fail to follow safety policies will be disciplined. The initial violation will result in a verbal warning. The second violation will result in a written warning or suspension. The third violation will result in termination. Depending on the severity of the violation the management reserves the right to speed up the process of discipline up to and including termination.

Report Hazards

All employees will report all unsafe conditions, work habits, equipment and other hazards to responsible party immediately. This can be done orally or by using the "Unsafe Conditions Form". Employees may turn in this form to their supervisor, the designated Safety Person. No employee will be penalized for reporting any unsafe condition.

Identifying Hazards

INITIALLY: Prior to starting work at any job site, field employees will walk through their job site to identify potential hazards, and to familiarize themselves with their work area.

DAILY: All field employees will check their truck and equipment to see that it is in safe working order prior to leaving the shop/house. Any unsafe vehicle or equipment will not leave the yard and **MUST** be reported to management/mechanic immediately.

QUARTERLY: All vehicles, chemical shed, office and shop will be evaluated for potential work hazard.

Records

Records will be kept in the office for Three years. See the Safety Manager for details as to the specific locations.

References

Bidder Name: Advanced IPM

Company Name: **City of Dublin**	Contact Person: **Dean McDonald**
Address: **100 Civic Plaza**	Telephone Number: **925-833-6630**
City, State, Zip: **Pleasanton, CA 94568**	Email Address: **dean.mcdonald@dublin.ca.gov**
Services Provided/Dates: **2016- Present**	

Company Name: **Pittsburg Unified School District**	Contact Person: **Mathew Belasco**
Address: **Multiple Locations**	Telephone Number: **925-473-2362**
City, State, Zip: **Pittsburg, CA 94565**	Email Address: **mbelasco@pittsburg.k12.ca.us**
Services Provided/Dates: **2012- Present**	

Company Name: City of Woodland	Contact Person: **Jeremy Cox**
Address: Multiple Locations	Telephone Number: **530-661-5881**
City, State, Zip: Woodland CA 95659	Email Address: **jeremycox@cityofwoodland.org**
Services Provided/Dates: 2021-Current	

Key Personnel

Bidder Name: Advanced IPM

Name:	**Gary Fonzi**
Title:	**Account Manager**
Phone Number:	**925-348-3544**
Office Address:	**1960 Arnold Industrial Place, Concord CA 94520**
Email Address:	**gfonzi@advancedipm.com**

Name:	**Ian Clark**
Title:	**Branch Manager**
Phone Number:	**510-410-9808**
Office Address:	**1960 Arnold Industrial Place, Concord CA 94520**
Email Address:	**iclark@advancedipm.com**

Name:	**Zach Griffin**
Title:	**Service Supervisor**
Phone Number:	**925-348-4472**
Office Address:	**1960 Arnold Industrial Place, Concord CA 94520**
Email Address:	**zgriffin@advancedipm.com**

Name:	**Nicole Murray**
Title:	**Technician**
Phone Number:	**925-322-7320**
Office Address:	**1960 Arnold Industrial Place, Concord CA 94520**
Email Address:	**nicolem@advancedipm.com**

Attachment B

Compensation Schedule

Site#	Facility	Floors	Interior Building	Exterior Building	Frequency	Total Monthly	Total Annual
1	City Hall 100 Civic Plaza	2	X	X	Monthly	$105	$1,260
2	Library 200 Civic Plaza	1	X	X	Monthly	$75	$900
3	Public Safety Complex 6363 Clark Avenue	1	X	X	Monthly	$105	$1260
4	Shannon Center 11600 Shannon Avenue	1	X	X	Monthly	$75	$900
5	Senior Center 7600 Amador Valley Boulevard	1	X	X	Monthly	$75	$900
6	Heritage Park & Museum (Old St. Raymond Church & Schoolhouse) 6600 Donlon Way	1	X	X	Monthly	$70	$840
7	Historic Park (Kolb House) 6600 Donlon Way	1	X	X	Monthly	$60	$720
8	The WAVE 4201 Central Parkway	1	X	X	Monthly	$125	$1500
9	City Corporation Yard 5709 Scarlett Court	1	X	X	Monthly	$75	$900
10	Fire Station 16 7494 Donohue Drive	1	X	X	Monthly	$60	$720
11	Fire Station 17 6700 Madigan Drive	1	X	X	Monthly	$60	$720
12	Fire Station 18 4800 Fallon Road	1	X	X	Monthly	$60	$720

The following sites/locations are located in the Camp Parks RFTA

150	Warehouse	2		X	Upon Request	$40	$480
162	Warehouse	1		X	Upon Request	$40	$480
171	Warehouse	1		X	Upon Request	$40	$480

275	Visitor Center	1	X	X	Weekly	$25	$300
277	Guard Shack	1	X	X	Weekly	$25	$300
278	Guard Shack	1	X	X	Weekly	$25	$300
282	Guard Shack	1	X	X	Weekly	$25	$300
300	Administrative	2	X	X	Monthly	$50	$600
301	Administrative	2	X	X	Monthly	$50	$600
302	Administrative	2	X	X	Monthly	$50	$600
303	Fitness Center	2	X	X	Weekly	$60	$720
304	Administrative	2	X	X	Monthly	$50	$600
306	Administrative	2	X	X	Monthly	$50	$600
309	Storage	1		X	Monthly	$40	$480
310	Administrative	2		X	Monthly	$50	$600
311	Administrative	1	X	X	Weekly	$50	$600
312	Administrative	1	X	X	Weekly	$50	$600
313	Warehouse	1		X	Monthly	$40	$480
320	Administrative	2		X	Monthly	$50	$600
321	Administrative	2		X	Monthly	$50	$600
330	Administrative	2		X	Upon Request	$50	$600
332	Dining Facility	3	X	X	Weekly	$100	$1200
334	Warehouse	1		X	Monthly	$40	$480
342	Storage	1		X	Monthly	$40	$480
350	Administrative	1	X	X	Weekly	$50	$600
360	Barracks	2	X	X	Weekly	$50	$600
361	Barracks	2	X	X	Weekly	$50	$600
362	Barracks	2	X	X	Weekly	$50	$600
363	Barracks	2	X	X	Weekly	$50	$600
364	Barracks	2	X	X	Weekly	$50	$600
373	Administrative	2	X	X	Weekly	$50	$600
387	Container Storage	1		X	Upon Request	$30	$360

388	Container Storage	1		X	Upon Request	$30	$360
389	Container Storage	1		X	Upon Request	$30	$360
390	Barracks	2	X	X	Monthly	$50	$600
391	Barracks	2	X	X	Monthly	$50	$600
392	Barracks	2	X	X	Monthly	$50	$600
393	Barracks	2	X	X	Monthly	$50	$600
394	Barracks	2	X	X	Monthly	$50	$600
398	Laundry Facility	1	X	X	Weekly	$50	$600
490	Vehicle Maintenance	1	X	X	Weekly	$40	$480
494	Warehouse	1	X	X	Weekly	$40	$480
495	Admin/Storage	1		X	Upon Request	$50	$600
510	Administrative	2	X	X	Weekly	$50	$600
511	Storage	1		X	Upon Request	$40	$480
512	Storage	1		X	Monthly	$40	$480
514	Administrative	1	X	X	Weekly	$50	$600
515	Storage	1		X	Monthly	$40	$480
516	Vehicle Maintenance	1		X	Monthly	$40	$480
517	Administration	2	X	X	Weekly	$50	$600
521	Administration/Rally	1	X	X	Weekly	$50	$600
522	Storage	1		X	Upon Request	$40	$480
610	Administrative	1	X	X	Weekly	$50	$600
612	Storage	1		X	Upon Request	$40	$480
620	Administrative	1	X	X	Weekly	$50	$600
628	Admin/Toilet	1		X	Upon Request	$50	$600
635	NEC Node	1		X	Upon Request	$40	$480
650	Administrative	2	X	X	Monthly	$50	$600
659	Administrative	3	X	X	Weekly	$50	$600

665	Admin/Storage	1	X	X	Monthly	$50	$600
677	Administrative	1	X	X	Monthly	$50	$600
685	Warehouse/Storage	1	X	X	Monthly	$50	$600
791	Admin/Shops	1	X	X	Weekly	$40	$480
1192	Access Control	1		X	Upon Request	$50	$600
1195	Range OPS/Storage	1		X	Upon Request	$50	$600
1206	Administrative	1		X	Upon Request	$50	$600
1209	Administrative	1		X	Upon Request	$50	$600
1211	Administrative	1		X	Upon Request	$50	$600
0396A	Baseball Dugout (R)	1		X	Upon Request	$25	$300
0396B	Baseball Dugout (L)	1		X	Upon Request	$25	$300
J1210	Administrative	1		X	Upon Request	$50	$600
MISC	Curbs	1		X	Bimonthly	$25	$300
MISC	Gravel Areas	1		X	Bimonthly	$25	$300
R0EST	Administrative	1		X	Upon Request	$50	$600
R396C	Baseball (Booth)	1		X	Upon Request	$25	$300
TR490	Showers	1		X	Upon Request	$25	$300

Agreement will allow for additional facilities to be added to the above list and approved by the Public Works Maintenance Superintendent. In addition, Public Works Maintenance Superintendent may approve additional unforeseen services on top of items approved in this Agreement.

Agenda Item 4.7

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of Plans and Specifications, Approving Relief of Ghilotti Construction Company, Inc.'s Bid, Waiving Minor Bid Irregularities, and Awarding a Contract to Ghilotti Bros., Inc. for the Dublin Boulevard Pavement Rehabilitation Project, CIP No. ST0117 and ST0120, Federal Aid No. STPL-5432 (021)
Prepared by: William Wahbeh, Associate Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications, approving relief of Ghilotti Construction Company, Inc.'s bid, waiving minor bid irregularities, and awarding a construction contract to Ghilotti Bros., Inc. for the Dublin Boulevard Pavement Rehabilitation Project. The project will perform pavement repairs, asphalt concrete overlay, and other roadway improvements on Dublin Boulevard between Scarlett Drive and Hacienda Drive.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications, Approving Relief of Ghilotti Construction Company, Inc.'s Bid, Waiving Minor Bid Irregularities, and Awarding a Contract to Ghilotti Bros., Inc. for the Dublin Boulevard Pavement Rehabilitation Project, CIP No. ST0117 and ST0120, Federal Aid No. STPL-5432 (021).

FINANCIAL IMPACT:

The lowest responsive bid submitted by Ghilotti Bros., Inc. is $3,125,980. Staff recommends a construction contingency in the amount of $325,000 to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to $3,450,980. Sufficient funds are available in the budgets for current fiscal year and next fiscal year in Capital Improvement Projects No. ST0117 and ST0120.

DESCRIPTION:

The Five-Year Capital Improvement Program (CIP) includes the Dublin Boulevard Pavement Rehabilitation Project and Annual Street Resurfacing Program (CIP No. ST0120 and ST0117, Attachment 2). On April 4, 2017, the City Council authorized the filing of an application to the Metropolitan Transportation Commission (MTC) for federal funding through the One Bay Area Grant Local Streets and Roads (OBAG-LSR) program. In November 2017, MTC approved OBAG-LSR funding of $661,000 for the Dublin Blvd. project. The project documents were subsequently reviewed and the authorization to proceed to construction was received from Caltrans Local Assistance on February 24, 2022, for Federal Aid Project No. STPL No. 5432 (21). The OBAG-LSR funding requires that 11.47% come from local funding, which is provided by Measure B Local Streets and Roads funds. The balance of the improvements will be constructed in conjunction with this year's Annual Street Resurfacing Program (CIP No. ST0117). The OBAG-LSR grant has a requirement that all eligible reimbursable funding is spent prior to December 15, 2022.

In a side letter, dated April 14, 2022, the Building and Construction Trades Council of Alameda County, AFL-CIO consented to a waiver of the application of the Community Workforce Agreement (CWA) to this project and agreed that the terms of the CWA do not apply to this project given the funding deadline of December 15, 2022 and the potentially lengthy review time by the Federal Highway Administration (FHWA) of the CWA. The FHWA review process typically takes eight weeks, but experience by other local agencies is that it can take up to three months, which could jeopardize the $661,000 from OBAG-LSR. It should be noted that the lowest responsive bidder is a union contractor.

The project provides for pavement rehabilitation of Dublin Boulevard between Scarlett Drive and Hacienda Drive. Rehabilitation will include removal and replacement of existing failed pavement, resurfacing with new asphalt concrete, and installation of new pavement striping. The project also includes the installation of new curb ramps or upgrade of existing curb ramps to comply with Americans with Disabilities Act standards, adjusting the finish grade of the roadway at the intersection of Dublin Boulevard and Hacienda Drive to improve rideability, decorative crosswalks, modifications to traffic signal detection systems, and adjustment of utilities to finish grade. This project will protect the substantial investment the City has in the public street system.

Bid Results and Construction

The City of Dublin issued the bid package on April 28, 2022, for the pavement rehabilitation, which was made up of 61 bid items. A total of six sealed bids were received on May 26, 2022, with the bids ranging from $2,718,538 to $3,234,122. A summary of the bids is provided as Attachment 3.

The apparent low bid of $2,718,538 was submitted by Ghilotti Construction Company, Inc. On May 31, 2022, Ghilotti Construction Company, Inc. submitted a Request for Relief of Bid (Attachment 4) asserting that a mistake was made in their bid. They claim they entered a purchase quantity of Hot Mix Asphalt (HMA) of 4,850 tons instead of 7,850 tons in the estimate. The difference between the two quantities accounts for a $229,871 difference. They claim this was an inadvertent error in filling out the bid that makes their bid materially different than intended and they are unable to absorb the $229,871 difference.

The Public Contract Code allows for an awarding authority to relieve a bidder of a bid because of a mistake and shall prepare a report documenting the facts establishing the existence of each element required by Section 5103 below. This staff report shall serve as that report.

(a) A mistake was made.
(b) He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
(c) The mistake made the bid materially different than he, or she intended it to be.
(d) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Based on review and analysis of all bid results for the claimed mistake, it is apparent that a mistake was in fact made. There is a significant difference in the value between the unit cost and extension from Ghilotti Construction Company, Inc. ($115/Ton, $902,750) and the remaining bidders ($140-$164/Ton, $1,099,000-$1,287,400). Further as asserted by Ghilotti Construction Company, Inc., this mistake made the bid materially different than they intended it to be and was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications. They did provide the City with written notice within five working days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred. Staff therefore recommends that the City Council approve relief of Ghilotti Construction Company, Inc.'s bid.

If relief is approved, the Public Contract Code allows the City to award to the second lowest bidder, which was submitted by another firm, Ghilotti Bros., Inc. in the amount of $3,125,980.00. The bid submitted by Ghilotti Bros., Inc. contained several clerical errors as follows:

- In the bid proposal, several bid items contained unit costs with no extension values completed. Bidder instructions state that in the case of any inconsistency or conflict between unit prices and the extension, unit prices will prevail regardless of extension submitted by the Bidder. A such, City Staff corrected the extension based on the submitted unit prices.
- The submitted base contract total of $3,125,990.00 conflicted with the calculated summation of extensions totaling $3,125,980.00. Bidder instructions state, in case of any inconsistency or conflict between summation of the base bid extensions and the total base bid amount, the correct mathematical summation of the base bid extensions shall govern. As such, City Staff corrected the base contract total to the summation of the bid extension of $3,125,980.
- Certification of Insurance forms P-15 and P-17 were not completed as submitted in the bid, however an alternative form of evidence of insurance was provided. Subsequently, forms P-15 and P-17 have been provided and all insurance requirements will need to be satisfied prior to execution of an agreement with the contractor.
- Listed subcontractor value for Columbia Electric, Inc. was entered incorrectly in the

information regarding subcontractors and DBE Commitment (P-07, Exhibit 12-B, and Exhibit 15-G). The error does not change the bid proposal total contract amount. Further, Exhibit 15-G Construction Contract DBE Commitment was missing information regarding bid amount, subcontractor amount, and number of subcontractors; and Exhibit 12-B Bidder's List of Subcontractor, Part 2 was missing Annual Gross Receipts and Age of Firm. Necessary changes were made in applicable forms prior to award and submission to the Caltrans Local Assistance District Engineer, as required, within 30 days of contract execution.

The above clerical errors are found to be immaterial. The Public Contract Code and the City's bid documents define these inconsistencies as "minor bid irregularities," and authorize the City to waive these irregularities and proceed with the award of the contract.

Staff reviewed the bid results, checked references and necessary licenses, and recommends that the City Council waive the minor bid irregularities and award the project construction contract to Ghilotti Bros., Inc. as the lowest responsive and responsible bidder. Additionally, to facilitate change orders for unforeseen construction issues and avoid related construction delays, Staff recommends that the City Manager be authorized to approve change orders up to a contingency amount of $325,000.00.

Staff expects the project to begin in late Summer 2022 and be substantially complete by the end of this calendar year. As part of the construction sequence, various lane closures along Dublin Boulevard are anticipated. A minimum of two lanes in each direction will remain open in the commute direction during commute hours. Public notification will be provided well in advance through on-street signage, posting on the City's website, and contact with surrounding businesses, residences, and schools.

California Environmental Quality Act (CEQA)
This project is exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines.

National Environmental Policy Act (NEPA)
Caltrans is the assigned lead agency and has determined that the project is a Categorical Exclusion under 23 CFR 771.117(c): activity (c)(26) (Attachment 5).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A copy of this Staff Report was sent to Ghilotti Construction Company, Inc., Ghilotti Bros., Inc., Caltrans Local Assistance District Engineer, and Alameda County Transportation Commission's Independent Watchdog Committee. The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Plans and Specifications, Approving Relief of Ghilotti Construction Company, Inc.'s Bid, Waiving Minor Bid Irregularities, and Awarding a Contract to Ghilotti Bros. Inc. for the Dublin Boulevard Pavement Rehabilitation Project, CIP No. ST0117 and ST0120, Federal Aid No. STPL-5432 (021)
2) CIP No. ST0117 and ST0120
3) Bid Results
4) Ghilotti Construction Company, Inc.'s Letter – Request for Relief of Bid
5) CEQA Exemption / NEPA Categorical Exclusion Determination Form

RESOLUTION NO. XX - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE PLANS AND SPECIFICATIONS, APPROVING RELIEF OF GHILOTTI CONSTRUCTION COMPANY, INC.'S BID, WAIVING MINOR BID IRREGULARITIES, AND AWARDING A CONTRACT TO GHILOTTI BROS., INC. FOR THE DUBLIN BOULEVARD PAVEMENT REHIBILITATION PROJECT, CIP NO. ST0117 AND ST0120, FEDERAL AID NO. STPL-5432 (021)

WHEREAS, the design team has completed the plans and specifications for the Dublin Boulevard Pavement Rehabilitation and Annual Street Resurfacing projects (CIP No. ST0117 and ST0120), which will include installation of new curb ramps or upgrade of existing curb ramps, pavement repairs and asphalt concrete overlay, and installation of new pavement striping on Dublin Boulevard between Scarlett Drive and Hacienda Drive; and

WHEREAS, the City of Dublin did, on May 26, 2022, publicly open, examine, and declare all sealed bids for doing the work described in the approved Plans and Specifications for the Project, which Plans and Specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, Ghillotti Construction Company, Inc. was the apparent low bidder and requested relief of their bid in written notice within five working days after opening of the bids specifying a mistake in their bid was made that had a material difference than they intended it to be, and was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of work, or in reading the plans or specifications; and

WHEREAS, the second lowest bidder's, Ghilotti Bros., Inc., bid contained several minor bid irregularities, namely, several bid items contained unit costs with no extension values completed, the base contract total summation was incorrectly calculated, completed certification of insurance forms P-15 and P-17 were not included in the bid package, and the listed subcontractor value for Columbia Electric, Inc. was entered incorrectly on the bid proposal documents; and

WHEREAS, the Public Contract Code and the City's bid documents authorize the City to waive any minor irregularity and proceed with the award of the contract; and

WHEREAS, said bids were submitted to City Staff and that Ghilotti Bros., Inc. was determined to be the lowest responsive and responsible bidder for doing said work.

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

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby approve relief of the apparent low bidder, Ghilotti Construction Company, Inc., from their bid.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby waive the minor bid irregularities contained in Ghilotti Bros., Inc. bid package.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest responsive and responsible bidder, Ghilotti Bros., Inc., at a bid of $3,125,980.00, the particulars of which bids are on file in the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager or designee to approve the Project Contract Change Orders based on the appropriated funds designated for the Project up to the contingency amount of $325,000.

BE IT FURTHER RESOLVED that the City Manager or designee is authorized to execute the Construction Agreement with Ghilotti Bros., Inc. and make any necessary, non-substantive changes to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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

PROJECT DESCRIPTION

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City's Pavement Management System to optimize the pavement condition in relation to available budget. The City owns and maintains approximately 147 centerline miles of streets.

The Metropolitan Transportation Commission groups Pavement Condition Index (PCI) ratings into the following categories: 80-100 Very Good-Excellent; 70-79 Good, 60-69 Fair, 50-59 At Risk, 25-49 Poor, and 0-24 Failed. The City of Dublin is rated very good with a rolling three-year average PCI of 81.

This annual Resurfacing Program is primarily funded by Alameda County Transportation Commission Measure B/BB funds, SB-1, and Gas Tax. This program protects the substantial investment the City has in the public street system.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

				2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9100	Salaries & Benefits	$83,320	$73,195	$35,360	$35,360	$35,360	$35,360	$35,360		$333,315
9200	Contract Services	$1,178,945	$650,400	$340,000	$340,000	$340,000	$360,000	$360,000		$3,569,345
9400	Improvements	$6,774,286	$2,028,561	$2,017,401	$1,917,401	$1,917,401	$2,170,601	$2,170,601		$18,996,252
9500	Miscellaneous	$3,366	$38,706	$7,120	$7,120	$7,120	$8,000	$8,000		$79,432
TOTAL		**$8,039,917**	**$2,790,862**	**$2,399,881**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,344**

FUNDING SOURCE		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
1001	General Fund	$400,043	$67,957							$468,000
2201	State Gas Tax	$3,068,518	$1,094,584	$525,920	$600,920	$725,920	$800,000	$800,000		$7,615,862
2204	Measure B Sales Tax - Local Streets Fund (ACTC)	$984,999	$500,000	$300,000						$1,784,999
2205	Measure B Sales Tax - Bike & Pedestrian Fund (ACTC)	$300,000								$300,000
2214	Measure BB Sales Tax - Local Streets Fund (ACTC)	$1,702,000	$104,020	$450,000	$575,000	$450,000	$650,000	$650,000		$4,581,020

FUNDING SOURCE		PRIOR YEARS	2021-2022 BUDGET	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	FUTURE YEARS	TOTALS
2215	Measure BB Sales Tax - Bike & Pedestrian Fund (ACTC)	$304,500								$304,500
2216	Measure B Grants	$82,500								$82,500
2220	Road Maint. & Rehab. Account (RMRA)	$1,041,717	$973,961	$1,123,961	$1,123,961	$1,123,961	$1,123,961	$1,123,961		$7,635,483
2304	Local Recycling Programs	$155,640	$4,360							$160,000
4309	Mitigation Contributions		$45,980							$45,980
TOTAL		**$8,039,917**	**$2,790,862**	**$2,399,881**	**$2,299,881**	**$2,299,881**	**$2,573,961**	**$2,573,961**		**$22,978,344**

ANNUAL OPERATING IMPACT

PROJECT DESCRIPTION

This project provides for pavement rehabilitation of Dublin Boulevard between Scarlett Drive and Hacienda Drive. Rehabilitation will include removal and replacement of existing failed pavement, resurfacing with new asphalt concrete, and installation of new pavement striping. The project will also include installation of new curb ramps or upgrade of existing curb ramps to comply with Americans with Disabilities Act standards.

On April 4, 2017, the City Council authorized the filing of an application to the Metropolitan Transportation Commission (MTC) for federal funding through the One Bay Area Grant Local Streets and Roads (OBAG-LSR) program. In November 2017, MTC approved OBAG-LSR funding of $661,000 for the project. The OBAG-LSR funding requires 11.47% local funding, which is provided by Measure B Local Streets and Roads funds.

This project represents the OBAG-LSR funded portions on the improvements along Dublin Boulevard. The balance of the improvements will be constructed in conjunction with that year's Annual Street Resurfacing Capital Improvement Program project (ST0117). This project will protect the substantial investment the City has in the public street system.

ANNUAL OPERATING IMPACT: None

MANAGING DEPARTMENT: Public Works

				2022-2027 CAPITAL IMPROVEMENT PROGRAM						
ESTIMATED COSTS		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
9400	Improvements		$737,000							$737,000
TOTAL			**$737,000**							**$737,000**

FUNDING SOURCE		**PRIOR YEARS**	**2021-2022 BUDGET**	**2022-2023**	**2023-2024**	**2024-2025**	**2025-2026**	**2026-2027**	**FUTURE YEARS**	**TOTALS**
2202	Federal Transportation Grant		$661,000							$661,000
2204	Measure B Sales Tax - Local Streets Fund		$76,000							$76,000
TOTAL			**$737,000**							**$737,000**

ANNUAL OPERATING IMPACT										

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Dublin Boulevard Pavement Rehabilitation
Fed-Aid No. STPL-5432 (021)
Project No. ST0117 and ST0120
Bid Date: May 26, 2022

BASED BID				Ghilotti Construction Inc.		Ghilotti Bros. Inc.		McGuire & Hester		Bay Cities Paving & Grading		DeSilva Gates Construction		Azul Works	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization	1	LS	$225,000.00	$225,000.00	$310,000.00	$310,000.00	$57,800.00	$57,800.00	$315,421.00	$315,421.00	$315,000.00	$315,000.00	$300,000.00	$300,000.00
2	Traffic Control & Construction Area Signs	1	LS	$288,000.00	$288,000.00	$146,202.00	$146,202.00	$460,800.00	$460,800.00	$315,000.00	$315,000.00	$315,000.00	$315,000.00	$124,500.00	$124,500.00
3	Water Pollution Control Program (Plan and Implementation)	1	LS	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$14,700.00	$14,700.00	$24,000.00	$24,000.00	$19,022.00	$19,022.00	$6,000.00	$6,000.00
4	Wedge Cut (6 ft Wide)	8,600	LF	$4.20	$36,120.00	$5.50	$47,300.00	$3.00	$25,800.00	$7.00	$60,200.00	$4.00	$34,400.00	$2.50	$21,500.00
5	Conform (50 ft Length)	1,100	LF	$34.00	$37,400.00	$57.00	$62,700.00	$29.00	$31,900.00	$50.00	$55,000.00	$40.00	$44,000.00	$20.00	$22,000.00
6	Asphalt Grinding (2")	13,000	SY	$6.00	$78,000.00	$4.80	$62,400.00	$4.75	$61,750.00	$12.00	$156,000.00	$10.00	$130,000.00	$8.00	$104,000.00
7	Crack Sealing	1	LS	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$35,400.00	$35,400.00	$33,000.00	$33,000.00	$48,000.00	$48,000.00	$76,000.00	$76,000.00
8	Hot Mix Asphalt (Type A)	7,850	TON	$115.00	$902,750.00	$150.00	$1,177,500.00	$164.00	$1,287,400.00	$140.00	$1,099,000.00	$145.00	$1,138,250.00	$148.00	$1,161,800.00
9	Base Repair (6" Depth)	19,000	SF	$8.50	$161,500.00	$9.00	$171,000.00	$8.00	$152,000.00	$10.00	$190,000.00	$8.00	$152,000.00	$10.00	$190,000.00
10	Concrete Curb and Gutter	125	LF	$207.00	$25,875.00	$220.00	$27,500.00	$277.00	$34,625.00	$164.00	$20,500.00	$170.00	$21,250.00	$100.00	$12,500.00
11	Curb Ramp (Caltrans Case A)	8	EA	$9,900.00	$79,200.00	$27,000.00	$216,000.00	$16,200.00	$129,600.00	$8,720.00	$69,760.00	$9,000.00	$72,000.00	$8,800.00	$70,400.00
12	Curb Ramp (Caltrans Case B)	2	EA	$12,000.00	$24,000.00	$27,000.00	$54,000.00	$12,400.00	$24,800.00	$12,065.00	$24,130.00	$13,000.00	$26,000.00	$7,600.00	$15,200.00
13	Curb Ramp (Caltrans Case C)	1	EA	$13,500.00	$13,500.00	$27,000.00	$27,000.00	$10,900.00	$10,900.00	$8,860.00	$8,860.00	$9,000.00	$9,000.00	$10,000.00	$10,000.00
14	Curb Ramp (Caltrans Case F)	1	EA	$11,700.00	$11,700.00	$27,000.00	$27,000.00	$15,800.00	$15,800.00	$5,745.00	$5,745.00	$6,000.00	$6,000.00	$7,600.00	$7,600.00
15	Concrete Sidewalk	1,250	SF	$27.00	$33,750.00	$45.00	$56,250.00	$45.00	$56,250.00	$19.60	$24,500.00	$20.00	$25,000.00	$20.00	$25,000.00
16	Concrete Pavement Conform	125	SF	$45.00	$5,625.00	$65.00	$8,125.00	$101.00	$12,625.00	$39.00	$4,875.00	$40.00	$5,000.00	$60.00	$7,500.00
17	Adjust Street Light Box to Grade	2	EA	$1,000.00	$2,000.00	$280.00	$560.00	$1,500.00	$3,000.00	$900.00	$1,800.00	$900.00	$1,800.00	$600.00	$1,200.00
18	Adjust Storm Drain Manhole Cover to Grade	9	EA	$1,100.00	$9,900.00	$1,200.00	$10,800.00	$1,300.00	$11,700.00	$1,350.00	$12,150.00	$3,000.00	$27,000.00	$800.00	$7,200.00
19	Adjust Manhole Cover to Grade (DSRSD) (Non-Participating) **(Revocable)**	13	EA	$1,000.00	$13,000.00	$1,200.00	$15,600.00	$815.00	$10,595.00	$1,350.00	$17,550.00	$3,000.00	$39,000.00	$800.00	$10,400.00
20	Adjust Water Valve Cover to grade (DSRSD) (Non-Participating) **(Revocable)**	78	EA	$875.00	$68,250.00	$85.00	$6,630.00	$520.00	$40,560.00	$900.00	$70,200.00	$1,500.00	$117,000.00	$800.00	$62,400.00
21	Adjust Monument	6	EA	$1,550.00	$9,300.00	$880.00	$5,280.00	$3,400.00	$20,400.00	$900.00	$5,400.00	$1,500.00	$9,000.00	$5,000.00	$30,000.00
22	Stamped Asphalt Paving	6,100	SF	$26.32	$160,552.00	$26.32	$160,552.00 **	$28.00	$170,800.00	$23.55	$143,655.00	$24.00	$146,400.00	$30.00	$183,000.00
23	Signing - Sign installation	22	EA	$400.00	$8,800.00	$420.00	$9,240.00 **	$400.00	$8,800.00	$325.00	$7,150.00	$330.00	$7,260.00	$600.00	$13,200.00
24	Signing - Sign removal	5	EA	$100.00	$500.00	$105.00	$525.00 **	$100.00	$500.00	$100.00	$500.00	$200.00	$1,000.00	$250.00	$1,250.00
25	Striping - Detail 9	17000	LF	$0.85	$14,450.00	$0.85	$14,450.00 **	$0.85	$14,450.00	$0.85	$14,450.00	$0.90	$15,300.00	$2.50	$42,500.00
26	Striping - Detail 27B	240	LF	$1.00	$240.00	$1.00	$240.00 **	$1.00	$240.00	$1.00	$240.00	$1.00	$240.00	$2.80	$672.00
27	Striping - Detail 37B	900	LF	$1.25	$1,125.00	$1.25	$1,125.00 **	$1.25	$1,125.00	$1.25	$1,125.00	$1.30	$1,170.00	$4.00	$3,600.00
28	Striping - Detail 38	6700	LF	$1.50	$10,050.00	$1.50	$10,050.00 **	$1.50	$10,050.00	$1.50	$10,050.00	$1.50	$10,050.00	$3.60	$24,120.00
29	Striping - Detail 39	13000	LF	$1.00	$13,000.00	$1.00	$13,000.00 **	$1.00	$13,000.00	$1.00	$13,000.00	$1.00	$13,000.00	$3.20	$41,600.00
30	Striping - Detail 39A	4250	LF	$1.00	$4,250.00	$1.00	$4,250.00 **	$1.00	$4,250.00	$1.00	$4,250.00	$1.00	$4,250.00	$3.20	$13,600.00
31	Striping - Detail 40	1250	LF	$1.00	$1,250.00	$1.00	$1,250.00 **	$1.00	$1,250.00	$1.00	$1,250.00	$1.00	$1,250.00	$6.00	$7,500.00
32	Striping - 4" White Bike Diagonal Buffer	1800	LF	$3.25	$5,850.00	$3.25	$5,850.00 **	$3.25	$5,850.00	$3.25	$5,850.00	$3.30	$5,940.00	$2.80	$5,040.00
33	Pavement Marking - 12" White	5000	SF	$6.00	$30,000.00	$6.00	$30,000.00 **	$6.00	$30,000.00	$6.00	$30,000.00	$6.00	$30,000.00	$10.00	$50,000.00
34	Pavement Marking - Green Pavement Marking (4' block/8' space)	3800	SF	$13.50	$51,300.00	$13.50	$51,300.00 **	$13.50	$51,300.00	$13.50	$51,300.00	$14.00	$53,200.00	$18.00	$68,400.00
35	Pavement Marking - Type III Arrows	3000	SF	$6.50	$19,500.00	$6.50	$19,500.00 **	$6.50	$19,500.00	$6.50	$19,500.00	$6.50	$19,500.00	$12.00	$36,000.00
36	Pavement Marking - Bike Lane Symbol with Person	280	SF	$6.50	$1,820.00	$6.50	$1,820.00 **	$6.50	$1,820.00	$6.50	$1,820.00	$6.50	$1,820.00	$14.00	$3,920.00
37	Pavement Marking - Bike Lane Arrow	140	SF	$6.50	$910.00	$6.50	$910.00 **	$6.50	$910.00	$6.50	$910.00	$6.50	$910.00	$14.00	$1,960.00
38	Pavement Marking - Bike Loop Detector	40	SF	$6.50	$260.00	$6.50	$260.00 **	$6.50	$260.00	$6.50	$260.00	$6.50	$260.00	$24.00	$960.00
39	Pavement Marking - Trail Crosswalk - Bike Lane Symbol with Person	100	SF	$6.50	$650.00	$6.50	$650.00 **	$6.50	$650.00	$6.50	$650.00	$6.50	$650.00	$14.00	$1,400.00
40	Pavement Marking - Trail Crosswalk - Bike Lane Arrow	50	SF	$6.50	$325.00	$6.50	$325.00 **	$6.50	$325.00	$6.50	$325.00	$6.50	$325.00	$14.00	$700.00
41	Pavement Marking - Trail Crosswalk - Pedestrain Symbol	100	SF	$6.50	$650.00	$6.50	$650.00 **	$6.50	$650.00	$6.50	$650.00	$6.50	$650.00	$14.00	$1,400.00
42	Pavement Marking - Trail Crosswalk - Continental 24"x4'	1100	SF	$6.75	$7,425.00	$6.75	$7,425.00 **	$6.75	$7,425.00	$6.75	$7,425.00	$7.00	$7,700.00	$12.00	$13,200.00
43	Delineator - Type Q (CA) MARKER (bike pole)	38	EA	$125.00	$4,750.00	$125.00	$4,750.00 **	$125.00	$4,750.00	$125.00	$4,750.00	$130.00	$4,940.00	$340.00	$12,920.00
44	Blue Fire Hydrant Marker	30	EA	$20.00	$600.00	$20.00	$600.00 **	$20.00	$600.00	$20.00	$600.00	$20.00	$600.00	$62.00	$1,860.00
45	Traffic Signal Modification (EXCLUDING LOOPS) - Dublin Blvd/Scarlett Dr	1	LS	$6,200.00	$6,200.00	$6,200.00	$6,200.00 **	$6,200.00	$6,200.00	$6,200.00	$6,200.00	$6,500.00	$6,500.00	$7,600.00	$7,600.00
46	Type E Modified Circular & Bike Loops - Dublin Blvd/Scarlett Dr	5	EA	$500.00	$2,500.00	$500.00	$2,500.00 **	$500.00	$2,500.00	$500.00	$2,500.00	$500.00	$2,500.00	$620.00	$3,100.00
47	Type E Circular - Dublin Blvd/Scarlett Dr	10	EA	$500.00	$5,000.00	$500.00	$5,000.00 **	$500.00	$5,000.00	$500.00	$5,000.00	$500.00	$5,000.00	$620.00	$6,200.00
48	Traffic Signal Modification (EXCLUDING LOOPS) - Dublin Blvd/Demarcus Blvd	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00 **	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$6,200.00	$6,200.00
49	Type E Modified Circular & Bike Loops - Dublin Blvd/Demarcus Blvd	13	EA	$442.00	$5,746.00	$442.00	$5,746.00 **	$445.00	$5,785.00	$442.00	$5,746.00	$450.00	$5,850.00	$540.00	$7,020.00
50	Type E Circular - Dublin Blvd/Demarcus Blvd	29	EA	$442.00	$12,818.00 *	$442.00	$12,818.00 **	$445.00	$12,905.00	$442.00	$12,818.00	$450.00	$13,050.00	$540.00	$15,660.00
51	Type E Modified Circular & Bike Loops - Dublin Blvd/Iron Horse Parkway	12	EA	$750.00	$9,000.00	$750.00	$9,000.00 **	$750.00	$9,000.00	$750.00	$9,000.00	$750.00	$9,000.00	$800.00	$9,600.00
52	Type E Circular - Dublin Blvd/Iron Horse Parkway	20	EA	$750.00	$15,000.00	$750.00	$15,000.00 **	$750.00	$15,000.00	$750.00	$15,000.00	$750.00	$15,000.00	$800.00	$16,000.00
53	Traffic Signal Modification (EXCLUDING LOOPS) - Dublin Blvd/Arnold Rd	1	LS	$36,650.00	$36,650.00	$36,650.00	$36,650.00	$36,650.00	$36,650.00	$41,650.00	$41,650.00	$37,000.00	$37,000.00	$76,000.00	$76,000.00
54	Type E Modified Circular & Bike Loops - Dublin Blvd/Arnold Rd	14	EA	$488.00	$6,832.00	$488.00	$6,832.00 **	$500.00	$7,000.00	$488.00	$6,832.00	$500.00	$7,000.00	$600.00	$8,400.00
55	Type E Circular - Dublin Blvd/Arnold Rd	30	EA	$488.00	$14,640.00	$488.00	$14,640.00 **	$500.00	$15,000.00	$488.00	$14,640.00	$500.00	$15,000.00	$600.00	$18,000.00
56	Traffic Signal Modification (EXCLUDING LOOPS) - Dublin Blvd/Persimmon Place	1	LS	$52,750.00	$52,750.00	$52,750.00	$52,750.00	$52,750.00	$52,750.00	$58,750.00	$58,750.00	$53,000.00	$53,000.00	$100,000.00	$100,000.00
57	Type E Modified Circular & Bike Loops - Dublin Blvd/Persimmon Place	13	EA	$375.00	$4,875.00	$375.00	$4,875.00 **	$375.00	$4,875.00	$375.00	$4,875.00	$400.00	$5,200.00	$440.00	$5,720.00
58	Type E Circular - Dublin Blvd/Persimmon Place	23	EA	$375.00	$8,625.00	$375.00	$8,625.00 **	$375.00	$8,625.00	$375.00	$8,625.00	$400.00	$9,200.00	$440.00	$10,120.00
59	Traffic Signal Modification (EXCLUDING LOOPS) - Dublin Blvd/Hacienda Dr	1	LS	$85,000.00	$85,000.00	$85,000.00	$85,000.00	$90,000.00	$90,000.00	$95,000.00	$95,000.00	$85,000.00	$85,000.00	$110,000.00	$110,000.00
60	Type E Modified Circular & Bike Loops - Dublin Blvd/Hacienda Dr	29	EA	$437.00	$12,673.00	$437.00	$12,673.00 **	$450.00	$13,050.00	$437.00	$12,673.00	$450.00	$13,050.00	$540.00	$15,660.00
61	Type E Circular - Dublin Blvd/Hacienda Dr	46	EA	$437.00	$20,102.00	$437.00	$20,102.00 **	$450.00	$20,700.00	$437.00	$20,102.00	$450.00	$20,700.00	$540.00	$24,840.00
	TOTAL				**$2,718,538.00**		**$3,125,980.00 ***		**$3,156,950.00**		**$3,157,212.00**		**$3,187,187.00**		**$3,234,122.00**
						LOWEST RESPONSIVE BIDDER									

*** Unit item extension error**
**** Unit item error, not extended**
***** Mathematical summation error**

List of Sub-Contractors

Description	Ghilotti Construction Inc.	Ghilotti Bros. Inc.	McGuire & Hester	Bay Cities Paving & Grading	DeSilva Gates Construction	Azul Works
Crack Seal	Graham Contractors	Graham Contractors	Graham Contractors	Graham Contractors	Graham Contractors	Bond Blacktop
AC Grinding	ABSL Construction			ABSL Construction		ABSL Construction
Oil	Pacific Northwest Oil		Pacific Northwest Oil	Pacific Northwest Oil		
Stamped Asphalt	Asphalt Impressions	Asphalt Impressions	Asphalt Impressions	Asphalt Impressions	Asphalt Impressions	Asphalt Impressions
Electric	Columbia Electric	Columbia Electric	Columbia Electric	Columbia Electric	Columbia Electric	Columbia Electric
Striping and Marking	Chrisp Company	Chrisp Company		Chrisp Company	Chrisp Company	Sierra Traffic Markings
Construction Area Signs	Farwest Safety	Schotka Construction	Schotka Construction		Farwest Safety	
Concrete			Casey-Fogli	Sposeto	Rosas Brothers Construction	
Traffic Control			MCW Traffic	Western Traffic		CMC Traffic Control Specialists
Trucking			S&S Trucking			A1 Trucking SVS
Demolition						OBS Engineering
Survey						Benchmark Engineering

CONSTRUCTION
GHILOTTI
Since • COMPANY • 1914
100 YEARS

May 27, 2022

City of Dublin, Dept. of Public Works
Michael Boitnott, Capital Improvement Project Manager
100 Civic Plaza
Dublin, CA 94568

Re: Dublin Boulevard Rehabilitation Project (Project No. ST0117 and ST0120) – Request for Relief of Bid

Dear Mr. Boitnott,

Per PCC Code 5103 Ghilotti Construction Company, Inc. (GCC) asserts that:

(a) A mistake was made in GCC's bid.
(b) GCC gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
(c) The mistake made the bid materially different than GCC intended it to be.
(d) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

GCC's basis for claiming relief of bid:

(a) GCC entered a purchase quantity of HMA of 4,850 tons instead of 7,850 tons in the estimate.
(b) The difference between these two numbers equals $229,871. This inadvertent error in filling out the bid made GCC's bid materially different than it intended to be.
(c) Ghilotti is unable to absorb these missing dollars and as such we request relief from our bid.

I apologize for the inconvenience this may cause and I appreciate you considering this matter.

Please call me with any questions.

Thank you,

Thomas Smith
Vice President of Estimating
Ghilotti Construction Company, Inc.
tom@ghilotti.com
(707) 484-8292

CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM (rev. 04/2021)

Project Information

Project Name (if applicable): Dublin Boulevard Pavement Rehabilitation Project

DIST-CO-RTE: 04-ALA-0-Dbln **PM/PM:**

EA: **Federal-Aid Project Number:** STPL 5432 (021)

Project Description

The City of Dublin proposes a pavement rehabilitation and preventative maintenance project to rehabilitate Dublin Boulevard from Scarlett Drive to Hacienda Drive. The work will include localized repair of asphalt concrete pavement, asphalt concrete overlay of roadway, installation of ADA compliant curb ramps, repair of damaged concrete (curb and gutter, sidewalk, driveway), installation of or replace-in-kind striping including bicycle facilities, and installation of signage within the project limits. Staging would occur within the project limits. Some temporary detours are anticipated. All work is to be conducted within local right-of-way.

Caltrans CEQA Determination (Check one)

☒ **Not Applicable** – Caltrans is not the CEQA Lead Agency

☐ **Not Applicable** – Caltrans has prepared an IS or EIR under CEQA

Based on an examination of this proposal and supporting information, the project is:

☐ **Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)

☐ **Categorically Exempt. Class** Enter class. (PRC 21084; 14 CCR 15300 et seq.)

- ☐ No exceptions apply that would bar the use of a categorical exemption (PRC 21084 and 14 CCR 15300.2). See the SER Chapter 34 for exceptions.

☐ **Covered by the Common Sense Exemption**. This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)

Senior Environmental Planner or Environmental Branch Chief

Print Name	Signature	Date

Project Manager

Print Name	Signature	Date

Caltrans NEPA Determination (Check one)

☐ **Not Applicable**

Caltrans has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). See SER Chapter 30 for unusual circumstances. As such, the project is categorically excluded from the requirements to prepare an EA or EIS under NEPA and is included under the following:

☒ **23 USC 326:** Caltrans has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to 23 USC 326 and the Memorandum of Understanding dated April 18, 2019, executed between FHWA and Caltrans. Caltrans has determined that the project is a Categorical Exclusion under:

- ☒ **23 CFR 771.117(c): activity (c)(26)**
- ☐ **23 CFR 771.117(d): activity (d)(Enter activity number)**
- ☐ **Activity Enter activity number listed in Appendix A of the MOU between FHWA and Caltrans**

☐ **23 USC 327:** Based on an examination of this proposal and supporting information, Caltrans has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.

Senior Environmental Planner or Environmental Branch Chief

TOM HOLSTEIN	T. Holstein	27 July 2021
Print Name	Signature	Date

Project Manager/ DLA Engineer

Bahadur Singh	Bahadur Singh Digitally signed by Bahadur Singh Date: 2021.07.28 08:31:46 -07'00'	07/28/2021
Print Name (OOC Assignment)	Signature	Date

Date of Categorical Exclusion Checklist completion (if applicable): July 27th, 2021
Date of Environmental Commitment Record or equivalent: July 27th, 2021

Briefly list environmental commitments on continuation sheet if needed (i.e., not necessary if included on an attached ECR). Reference additional information, as appropriate (e.g., additional studies and design conditions).

DUBLIN
CALIFORNIA
THE NEW
AMERICAN
BACKYARD

July 27, 2021

Thomas Premo
Environmental Planner
Office of Local Assistance, Caltrans District 4
111 Grand Avenue, MS-10B
Oakland, CA 94612

SUBJECT: City of Dublin, Dublin Boulevard Rehabilitation (ST0120)
FEDERAL PROJECT NUMBER: STPL 5432 (021)

Dear Mr. Premo,

As requested, below are applicable mitigation measures for the subject project. The City will commit to implementing these measures to prevent potential project-related impacts.

Check	Number	Mitigation
Traffic		
x	T1.a (Modified)	During construction, at least one lane in each direction will be kept open at all times, aside from a possible closure while work is completed at the intersection of Dublin Boulevard and Hacienda Drive.
x	T2	Bicycle and pedestrian access will be maintained at all times, using short signed detours if necessary.
x	T3.b	Access to properties will be maintained at all times, apart from extremely brief periods while construction work is passing through. These exceptions will be minimized as far as reasonably practicable.
x	T4	There will be advance notification of construction work to the community and stakeholders in accordance with Local Agency procedures.
x	T5	A traffic control plan will be prepared for Local Agency review and approval prior to construction.
Noise		
x	N1 (Non-Standard)	Nighttime construction work may occur. Residences and businesses will be notified with mailers, as well as 7 day and 72 hour notices that explain the time and extent of the nightwork.
Water Quality		
x	W1	Best Management Practices will be used to prevent construction-related debris entering drainage inlets or indirectly into any other water resources.
x	W2	A Stormwater Pollution Prevention Plan or Water Control Pollution Plan will be prepared for Local Agency review and approval prior to construction.
Biology		
x	B3	There will be no trimming or removal of trees or vegetation.
x	B5	All work will be contained within the existing paved area
Section 4(f)		
x	4f1	During construction, access may be temporarily affected to the 4(f) resource. The Local Agency will consult with the 4(f) officials with jurisdiction prior to construction to minimize disruption.
Archaeology		
x	A1[1]	If cultural materials are discovered during construction, work shall be halted in that area until a qualified archaeologist has assessed the potential discovery and determined the need for further action.
Equipment Staging		

City Council
925.833.6650
City Manager
925.833.6650
Community Development
925.833.6610
Economic Development
925.833.6650
Finance/IT
925.833.6640
Fire Prevention
925.833.6606
Human Resources
925.833.6605
Parks & Community Services
925.833.6645
Police
925.833.6670
Public Works
925.833.6630

100 Civic Plaza
Dublin, CA 94568
P 925.833.6650
F 925.833.6651
www.dublin.ca.gov

x	E1	Equipment staging will be left to the contractor. The specifications will require the following: • The staging area will be located on an existing asphalt or concrete surface area. Excavation below the asphalt or concrete will not be permitted. • The staging area will be included in any SWPPP or WPCP prepared for the project. • The staging area will not be located adjacent to environmentally or culturally sensitive areas (eg wildlife sites, wetlands, archaeological sites). • The staging area will not be located in a regulatory floodway or within the base floodplain (100-year). • The staging area will not affect access to properties or roadways.

Should you have any questions or concerns, I can be reached at (925) 833-6649, or william.wahbeh@dublin.ca.gov.

City of Dublin

W Wahbeh

William Wahbeh, Associate Civil Engineer

CC: Michael Boitnott, Capital Improvement Program Manager, City of Dublin
Blake Silkwood, Project Manager, BKF Engineers

Agenda Item 4.8

STAFF REPORT
CITY COUNCIL

DATE: **June 21, 2022**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: General Municipal Election – November 8, 2022
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider requesting the Alameda County Board of Supervisors consolidate the City of Dublin Municipal Election with the Statewide General Election. The City Councilmembers will determine whether the statement of qualifications each candidate is allowed to place in the sample ballot should be a maximum of 200 or 400 words and whether the City or each candidate should pay the costs associated with printing their candidate statement.

STAFF RECOMMENDATION:

Take the following actions: 1) adopt the **Resolution** Calling for a General Municipal Election To Be Held in the City of Dublin on November 8, 2022, Requesting the Alameda County Board of Supervisors Consolidate the City of Dublin General Municipal Election With the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate's Statement and the Costs Thereof; and 2)affirm Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices.

FINANCIAL IMPACT:

Sufficient funds to pay for the election have been budgeted in the Fiscal Year 2020-21 Election Budget.

DESCRIPTION:

The City Council adopted Ordinance 11-84 to change the date of the City's general municipal elections from the second Tuesday in April of even numbered years to the first Tuesday after the first Monday in November in even numbered years to consolidate election cycles with the

statewide general election cycle.

On August 19, 1986, the Alameda County Board of Supervisors approved the City's consolidation with the statewide general election held in November of each even-numbered year.

The City Council is required to adopt a resolution calling and ordering a general municipal election to be held in the City of Dublin on Tuesday, November 8, 2022. Offices to be voted on are one Mayor and two Councilmembers. The Mayor serves a two-year term and Councilmembers serve four-year terms.

The first day candidates may take out and file nomination papers will be Monday, July 18, 2022. The last day to file the nomination papers will be Friday, August 12, 2022. If the incumbent, eligible to run, does not file papers, the nomination period for that particular seat will be extended for five calendar days, or until August 17, 2022.

The City Council may determine whether the statement of qualifications which each candidate can place in the sample ballot should be a maximum of 200 or 400 words. Staff recommends that the City Council adhere to past practices and allow a maximum of 200 words. The Alameda County Registrar of Voters also recommends a 200-word maximum in order to maintain uniformity.

The City Council may also determine whether the City or each candidate should pay for the costs associated with typesetting and printing the candidate statements. Based on the last three elections, the average cost to a candidate for publishing his or her statement of qualifications was $397. The population-based required translation of candidate statements shall include Spanish, Chinese, Tagalog, and Vietnamese. Therefore, Staff is recommending a deposit of $500 be paid in advance by each candidate to cover publishing costs, based on a 200-word statement, and additional language translation costs. Any different would either be refunded to the candidate or recovered after the election.

The City of Dublin, as a past practice, has prepared a Candidate Binder for all potential candidates. Staff is working on a plan to provide the materials in a primarily electronic format to limit the costs of printing paper materials. Historically, the Candidate Binder is issued during a scheduled appointment with the City Clerk during the nomination period, and includes information such as:

- Date of, timeline for, and offices up for election
- Nomination Form and information regarding circulating the Nomination Form
- Candidate Statement information and estimated cost(s)
- Fair Political Practices Commission (FPPC) Campaign Disclosure Information Forms and Due Dates
- City of Dublin Campaign Contribution Limitations and Forms

- Code of Fair Campaign Practices
- Ballot Designation Worksheet

Staff held a pre-candidate informational meeting on June 15, 2022 for Dublin residents interested in becoming a candidate. An in-person and virtual option were offered. The presentation provided the items outlined above, general information about the City, and any issue(s) identified by the City Manager. The virtual option was recorded and posted to the City's website.

As part of the Candidate Binder, potential candidates are provided with a copy of the Code of Fair Campaign Practices. The California State Legislature established the Code of Fair Campaign Practices (Division 20, Chapter 5, Elections Code) to give the voters guidelines in determining fair play and to encourage candidates to discuss issues fairly and openly. State law requires that the Code be given to candidates, but it is optional as to whether a candidate must sign and return as part of his/her nomination papers. In 2010, the City Council adopted Resolution No. 85-10 encouraging candidates to abide by the Code of Fair Campaign practice and is now being asked to affirm the resolution.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Calling for a General Municipal Election To Be Held in the City of Dublin on November 8, 2022, Requesting the Alameda County Board of Supervisors Consolidate the City of Dublin General Municipal Election With the Statewide General Election, Authorize Certain Procedural Matters, and Adopting Regulations for Candidates for Elective Office Pertaining to Candidate's Statement and the Costs Thereof
2) Code of Fair Campaign Practices
3) Resolution No. 85-10 Encouraging Candidates to Use the Code of Fair Campaign Practices

RESOLUTION NO. XX - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

CALLING FOR A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF DUBLIN ON NOVEMBER 8, 2022, REQUESTING THE ALAMEDA COUNTY BOARD OF SUPERVISORS CONSOLIDATE THE CITY OF DUBLIN GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION, AUTHORIZE CERTAIN PROCEDURAL MATTERS, AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE'S STATEMENT AND THE COSTS THEREOF

WHEREAS, a General Municipal Election to be consolidated with the Statewide General Election is to be held on Tuesday, November 8, 2022, in and for the City of Dublin; and

WHEREAS, certain actions are required in connection with said election; and

WHEREAS, Section 13307 of the Elections Code of the State of California specifies that the local agency for that election shall determine whether a charge shall be levied against the candidate for the Candidate's Statement and whether or not the limitation on words for such statement shall be increased from 200 to 400 words; and

WHEREAS, Section 13307 of the Elections Code of the State of California further provides that a written statement of the regulations with respect to charges for handling, packaging and mailing shall be provided to each candidate or his/her representative at the time the nomination papers are received.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dublin that the General Municipal Election to be held in the City of Dublin on November 8, 2022, is hereby called.

BE IT FURTHER RESOLVED as follows:

1. The Alameda County Board of Supervisors is requested to consolidate the City of Dublin Municipal Election with the Statewide General Election.
2. That within the City the precincts and polling places (vote centers), and their hours of the two elections be the same.
3. The Registrar of Voters of Alameda County is requested to perform services in connection with said election at the request of the City Clerk, including the canvass of returns of the General Municipal Election.
4. The City of Dublin shall pay to the Board of Supervisors of Alameda County its pro-rata share of the expenses for said election as jointly determined by the City of Dublin and the Board of Supervisors of Alameda County in accordance with the provisions of the Elections Code of the State of California.
5. The offices to be voted upon shall be:
   One Mayor

Two Councilmembers

Terms of office shall be:

Mayor – 2 years

Two Councilmembers – 4 years

6. The City Clerk is hereby directed to cause the posting, publication and printing of all notices or other election materials pursuant to the requirements of the Government Code and Elections Code of the State of California.
7. The City Clerk is hereby directed to obtain printing, supplies and services as required.
8. The City Clerk is hereby authorized to provide such other services and supplies in connection with said election as may be required by the statutes of the State of California.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby adopt the following regulations pertaining to the General Municipal Election to be held in the City of Dublin on November 8, 2022:

Section 1. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at the General Municipal Election to be held in the City of Dublin on November 8, 2022, may prepare a candidate's statement on an appropriate form provided by the City Clerk. Such statement may include the name, age and occupation of the candidate and a brief description of **no more than 200 words**, of the candidate's education and qualifications, expressed by the candidate. Such statement shall not include the party affiliation of the candidate nor membership or activity in partisan political organizations. Such statement shall be filed in the Office of the City Clerk at the time the candidate's nomination papers are filed. Such statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m., of the next working day after the close of the nomination period.

Section 2. Spanish, Chinese, Tagalog, and Vietnamese Language. In compliance with 1992 amendments to the Federal Voting Rights Act of 1965 (Public Law 54-73, August 6, 1975), as applied to Alameda County, a Spanish, a Chinese, a Tagalog, and a Vietnamese translation of the candidate's statement shall be made available to anyone requesting the translations.

Section 3. Payment. The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidate's statement filed pursuant to the Elections Code, and **require each candidate** filing a statement to **pay in advance** his/her prorated share as a condition of having his/her statement included in the voter's pamphlet. The City Clerk shall bill each candidate for any cost in excess of the deposit and shall refund any unused portion of any deposit.

Section 4. In accordance with Election Code provisions, a tie vote shall be determined by lot.

Section 5. The City Clerk shall provide each candidate or the candidate's representative with a copy of this Resolution at the time nomination petitions are issued.

PASSED, APPROVED AND ADOPTED this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

City of Dublin
Election Date: November 8, 2022

CODE OF FAIR CAMPAIGN PRACTICES

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of California has a moral obligation to observe and uphold in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their constitutional right to a free and untrammeled choice and the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

(1) **I SHALL CONDUCT** my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing without fear or favor the record and policies of my opponents or political parties that merit this criticism.

(2) **I SHALL NOT USE OR PERMIT** the use of character defamation, whispering campaigns, libel, slander, or scurrilous attacks on any candidate or his or her personal or family life.

(3) **I SHALL NOT USE OR PERMIT** any appeal to negative prejudice based on a candidate's actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sexual orientation, sex, including gender identity, or any other characteristic set forth in Section 12940 of the Government Code, or association with another person who has any of the actual or perceived characteristics set forth in Section 12940 of the Government Code.

(4) **I SHALL NOT USE OR PERMIT** any dishonest or unethical practice that tends to corrupt or undermine our American system of free elections, or that hampers or prevents the full and free expression of the will of the voters including acts intended to hinder or prevent any eligible person from registering to vote, enrolling to vote, or voting.

(5) **I SHALL NOT** coerce election help or campaign contributions for myself or for any other candidate from my employees.

(6) **I SHALL IMMEDIATELY AND PUBLICLY REPUDIATE** support deriving from any individual or group that resorts, on behalf of my candidacy or in opposition to that of my opponent, to the methods and tactics that I condemn. I shall accept responsibility to take firm action against any subordinate who violates any provision of this code or the laws governing elections.

(7) **I SHALL DEFEND AND UPHOLD** the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of California or treasurer or chairperson of a committee making any independent expenditures, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices.

_____
Signature Date

_____
Printed Name

November 8, 2022
Date of Election

CODE OF FAIR CAMPAIGN PRACTICES

(Division 20, Chapter 5, Elections Code.)

Chapter 5. Fair Campaign Practices
Article 1. General Intent

20400. The Legislature declares that the purpose of this chapter is to encourage every candidate for public office in this state to subscribe to the Code of Fair Campaign Practices.

It is the ultimate intent of the Legislature that every candidate for public office in this state who subscribes to the Code of Fair Campaign Practices will follow the basic principles of decency, honesty, and fair play in order that, after vigorously contested, but fairly conducted campaigns, the citizens of this state may exercise their constitutional right to vote, free from dishonest and unethical practices which tend to prevent the full and free expression of the will of the voters.

The purpose in creating the Code of Fair Campaign Practices is to give voters guidelines in determining fair play and to encourage candidates to discuss issues instead of untruths or distortions.

Article 2. Definitions

20420. As used in this Chapter, "Code" means the Code of Fair Campaign Practices.

Article 3. Code of Fair Campaign Practices (summary)

20440. At the time an individual is issued his or her declaration of candidacy, nomination papers, or any other paper evidencing an intention to be a candidate for public office, the elections official shall give the individual a blank form of the code and a copy of this chapter. The elections official shall inform each candidate for public office that subscription to the code is voluntary.

In the case of a committee making an independent expenditure, as defined in Section 82031 of the Government Code, the Secretary of State shall provide a blank form and a copy of this chapter to the individual filing, in accordance with Title 9 (commencing with Section 81000) of the Government Code, an initial campaign statement on behalf of the committee.

The text of the Code shall read, as follows: **(See "CODE OF FAIR CAMPAIGN PRACTICES" on reverse side)**.

20442. The elections official shall accept, at all times prior to the election, all completed forms that are properly subscribed to by a candidate for public office and shall retain them for public inspection until 30 days after the election.

20443. Every code subscribed to by a candidate for public office pursuant to this chapter is a public record open for public inspection.

20444. In no event shall a candidate for public office be required to subscribe to or endorse the code.

RESOLUTION NO. 85 - 10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

* * * * * * * * * * * *

ENCOURAGING CANDIDATES TO USE THE CODE OF FAIR CAMPAIGN PRACTICES

WHEREAS, it is desired by the Dublin City Council that candidates for the office of Dublin City Council ascribe to a code of ethics in conducting their campaigns; and

WHEREAS, existing State law provides a form of such a code (CA Elections Code §20400) and the City's Election Officer (City Clerk) is required to distribute the form of the code to each person at the time he/she is issued papers evidencing an intention to be a candidate for City Council; and

WHEREAS, the existing, State form of a Code of Ethics suggests the principles to which candidates for City Office should ascribe.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUBLIN DOES HEREBY RESOLVE THAT:

1. All persons intending to run for the office of City Council are encouraged to review and execute the Code of Fair Campaign Practices as codified in California Elections Code §20440, as set forth in **Exhibit A** attached hereto.

PASSED, APPROVED AND ADOPTED this 1st day of June, 2010, by the following vote:

AYES: Councilmembers Biddle, Hart, Hildenbrand, Scholz, and Mayor Sbranti

NOES: None

ABSENT: None

ABSTAIN: None

Mayor

ATTEST:

City Clerk

Required to be given to candidate *Optional to be signed and returned* 5007

CODE OF FAIR CAMPAIGN PRACTICES

(Division 20, Chapter 5, Elections Code.)

Chapter 5. Fair Campaign Practices

Article 1. General Intent

20400. The Legislature hereby declares that the purpose of this chapter is to encourage every candidate for public office in this state to subscribe to the Code of Fair Campaign Practices.

It is the ultimate intent of the Legislature that every candidate for public office in this state who subscribes to the Code of Fair Campaign Practices will follow the basic principles of decency, honesty, and fair play in order that, after vigorously contested, but fairly conducted campaigns, the citizens of this state may exercise their constitutional right to vote, free from dishonest and unethical practices which tend to prevent the full and free expression of the will of the voters.

The purpose in creating the Code of Fair Campaign Practices is to give voters guidelines in determining fair play and to encourage candidates to discuss issues instead of untruths or distortions.

Article 2. Definitions

20420. As used in this Chapter, "Code" means the Code of Fair Campaign Practices.

Article 3. Code of Fair Campaign Practices

20440. At the time an individual is issued his or her declaration of candidacy, nomination papers, or any other paper evidencing an intention to be a candidate for public office, the elections official shall give the individual a blank form of the code and a copy of this chapter. The elections official shall inform each candidate for public office that subscription to the code is voluntary.

In the case of a committee making an independent expenditure, as defined in Section 82031 of the Government Code, the Secretary of State shall provide a blank form and a copy of this chapter to the individual filing, in accordance with Title 9 (commencing with § 81000) of the Government Code, an initial campaign statement on behalf of the committee.

The text of the Code shall read, as follows: **(See "CODE OF FAIR CAMPAIGN PRACTICES" on reverse side).**

20442. The elections official shall accept, at all times prior to the election, all completed forms which are properly subscribed to by a candidate for public office and shall retain them for public inspection until 30 days after the election.

20443. Every code subscribed to by a candidate for public office pursuant to this chapter is a public record open for public inspection.

20444. In no event shall a candidate for public office be required to subscribe to or endorse the code.

Required to be given to candidate *Optional to be signed and returned* 6/07

CODE OF FAIR CAMPAIGN PRACTICES

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of California has a moral obligation to observe and uphold in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their constitutional right to a free and untrammeled choice and the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

(1) **I SHALL CONDUCT** my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing without fear or favor the record and policies of my opponents or political parties that merit this criticism.

(2) **I SHALL NOT USE OR PERMIT** the use of character defamation, whispering campaigns, libel, slander, or scurrilous attacks on any candidate or his or her personal or family life.

(3) **I SHALL NOT USE OR PERMIT** any appeal to negative prejudice based on a candidate's actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sexual orientation, sex, including gender identity, or any other characteristic set forth in Section 12940 of the Government Code, or association with another person who has any of the actual or perceived characteristics set forth in Section 12940 of the Government Code.

(4) **I SHALL NOT USE OR PERMIT** any dishonest or unethical practice that tends to corrupt or undermine our American system of free elections, or that hampers or prevents the full and free expression of the will of the voters including acts intended to hinder or prevent any eligible person from registering to vote, enrolling to vote, or voting.

(5) **I SHALL NOT** coerce election help or campaign contributions for myself or for any other candidate from my employees.

(6) **I SHALL IMMEDIATELY AND PUBLICLY REPUDIATE** support deriving from any individual or group that resorts, on behalf of my candidacy or in opposition to that of my opponent, to the methods and tactics that I condemn. I shall accept responsibility to take firm action against any subordinate who violates any provision of this code or the laws governing elections.

(7) **I SHALL DEFEND AND UPHOLD** the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of California or treasurer or chairperson of a committee making any independent expenditures, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices.

_____
Signature Date

_____
Printed Name

_____
Date of Election

Agenda Item 4.9

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Consulting Services Agreement with Hinderliter, de Llamas and Associates for Sales Tax Analysis, Audit and Information Services; and Authorization to Examine Sales and Use Tax Records
Prepared by: Jay Baksa, Assistant Administrative Services Director

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Hinderliter, de Llamas and Associates (HdL) for Sales Tax Analysis, Audit and Information services. In addition, The California Department of Tax and Fee Administration (CDTFA), requires that the City reestablish the authorization of designated representatives, with HdL, every time a new agreement if put into place, to comply with the current requirements of Section 7056 of the California Revenue and Taxation Code which sets forth the requirements and conditions for the disclosure of CDTFA records.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Consulting Services Agreement Between the City of Dublin and Hinderliter, de Llamas and Associates, and adopt the **Resolution** Authorizing Examination of Sales and Use Tax Records.

FINANCIAL IMPACT:

There is sufficient budget in the Fiscal Year 2022-23 Adopted Budget to cover these costs. The first-year cost for the sales tax and economic analysis services is $7,800 and will increase each year by the increase in the Consumer Price Index (CPI). The Agreement includes a not-to-exceed of $60,000, which is inclusive of a contingency of $15,000. Audit services are billed at 15% of all new and recovered sales tax revenue received by the City. The audit service fee is offset by the additional revenue received by the City as a result of the audit and is not included in the not-to-exceed amount.

DESCRIPTION:

The City conducted a Request for Proposal (RFP) for Sales Tax Analysis, Audit and Information services in April of 2022 and received proposals from two firms, Hinderliter, de Llamas and Associate and MuniServices. Based on the evaluation process, Staff is recommending the selection of Hinderliter, de Llamas and Associates (HdL) as the firm that best meets the needs of the City. The City has contracted with Hinderliter, de Llamas and Associates (HdL) for sales tax consulting and auditing services since 1989, in that time HdL has recovered over $8.35 million on behalf of the City. In addition, HdL has significant knowledge of the City of Dublin, including a database with 33 years of Dublin sales tax history, which serves as the foundation for identifying emerging trends and developing budget projections for the City.

HdL will provide services in two areas related to the collection and reporting of sales, use and transaction tax, collectively referred to as Sales Tax: 1) Sales Tax Analysis and Information Services; and 2) Audit Services

Sales Tax Analysis and Information
HdL will provide quarterly reports identifying changes in sales by businesses, business groups and categories, and geographic area, including quarterly aberrations due to State audits and payment reconciliations. HdL will also provide per capita comparison reports with regional and statewide sales information to assist with sales tax forecasting. Further, HdL will continue to maintain a database that identifies the name, address, and quarterly allocations of all sales tax producers within the City, allowing City staff to generate reports as needed.

Audit Services
HdL will proactively conduct continual sales tax audits to identify and correct distribution and allocation errors to recover misallocated tax. Once errors have been identified, HdL will prepare and submit documentation to the State Board of Equalization for the purpose of correcting the identified error, in addition to following up with both the affected business and the State Board of Equalization to promote a prompt recovery.

In addition to the agreement, Staff recommends approving a resolution that will allow HdL continued access to the City's Sales and Use Tax records. Due to the confidential nature of tax returns filed by retailers, the release of certain information must be in strict accordance with requirements in State law. The California Department of Tax and Fee Administration (CDTFA), requires that the City reestablish the authorization of designated representatives, with HdL, every time a new agreement if put into place, to comply with the current requirements of Section 7056 of the California Revenue and Taxation Code which sets forth the requirements and conditions for the disclosure of CDTFA records.

In addition to sales tax analysis and audit services, the City contracts with HdL under a separate agreement for property tax consultation.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted

ATTACHMENTS:

1) Resolution Approving a Consulting Services Agreement Between the City of Dublin and Hinderliter, de Llamas and Associates
2) Exhibit A to the Resolution - Consulting Services Agreement with Hinderliter, de Llamas and Associates for Sales Tax Analysis, Audit and Information Services
3) Resolution Authorizing Examination of Sales and Use Tax Records
4) Request for Proposal Municipal Sales/Use Tax Auditing Economic Analysis Services

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND HINDERLITER, de LLAMAS AND ASSOCIATES

WHEREAS, the City desires to continue to engage a professional consulting firm for the investigation of sales/use tax records and the recovery of revenue on behalf of the City as well as providing economic analysis services; and

WHEREAS, the City went through a Request for Proposal and selected Hinderliter, de Llamas and Associates to investigate and review sales and use tax transactions and collections for the City, contained in the records of the State Board of Equalization; and

WHEREAS, pursuant to Ordinance No. 8-82, the City of Dublin entered into a contract with the State Board of Equalization to perform all functions relating to the administration and collections of local sales and use taxes; and

WHEREAS, the City and Hinderliter, de Llamas and Associates now wish to enter into an Agreement to review sales and use tax transactions and collections, contained in the records of the State Board of equalization; and

WHEREAS, Hinderliter, de Llamas and Associates proposed a flat monthly fee of $650 for sales and use tax management services, which will be adjusted annually by a CPI index adjustment and 15% fee for all new sales and use tax revenue received by the City as a result of audit and recovery work performed by the Hinderliter, de Llamas and Associates.

WHEREAS, City Staff recommends an additional $15,000 in contingency for any additional services-as-needed analyses.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the consulting services agreement with Hinderliter, de Llamas and Associates, attached hereto as **Exhibit A**, in a contract amount not to exceed $60,000, which includes the sales and use tax management fees for five years with an annual CPI adjustment and the $15,000 additional contingency.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
HINDERLITER, de LLAMAS AND ASSOCIATES
FOR
SALES, USE AND TRANSACTION TAX AUDIT SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Hinderliter, de Llamas and Associates ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2022 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended for two one-year extensions upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the services described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

1.5 [Intentionally Deleted].

1.6 [Intentionally Deleted].

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $60,000, which includes sales and use tax management services and a $15,000 contingency. The 15% audit fees for sales tax revenue recovery is not included in the not-to-exceed amount as described in Exhibit B, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

2.3 [Intentionally Deleted].

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

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

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

2.6 [Intentionally Deleted].

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all

insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 **Professional Liability Insurance.**

4.3.1 **General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for

licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

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

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

4.4 All Policies Requirements.

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

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

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers,

employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such

work for other entities. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local,

state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including

reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

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

The HdL Companies
Attn:
120 S. State College Blvd., Suite 200
Brea, CA 92821

Any written notice to City shall be sent to:

City of Dublin
Attn: Lisa Hisatomi
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule
Exhibit C	Indemnification

10.12 **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved electronic or digital means shall have the same force and effect as the use of a manual

signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

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

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

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

Hinderliter de Llamas and Associates

DocuSigned by:
Andrew Nickerson
2A83035048124B2...

Andrew Nickerson, President

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EXHIBIT A

SCOPE OF SERVICES

The Consultant shall perform the following services (collectively, the "Services"):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. Consultant shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the City for the most current and all quarters back to fiscal year 1988-1989 or earlier, if the City has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the City on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. Consultant shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. Consultant shall meet quarterly with City.

3. Consultant shall additionally provide following each calendar quarter a summary analysis for the City to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze City's sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. Consultant shall make available to City staff Consultant's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Board of Equalization and updated quarterly. This software shall allow City staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. Consultant shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the City and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. Consultant shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability offer or exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. Consultant shall (i) prepare and submit to the Board of Equalization information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the State Board of Equalization to promote recovery by the City of back or prospective quarterly payments that may be owing.

4. If during the course of its audit, Consultant finds businesses located in the City that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the City, Consultant may so advise City and work with those businesses and the City to encourage such changes.

C. CONSULTING AND OTHER OPTIONAL SERVICES

Consultant may, from time to time in its sole discretion, consult with City staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, Consultant may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

EXHIBIT B

COMPENSATION SCHEDULE

Consultant shall provide the sales tax and economic analysis services for a fee of **$650** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest City, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by Consultant.

Consultant shall be further paid 15% of all new and recovered sales, use and transactions tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations.

The audit fee shall be paid even if City assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by Consultant and confirmation of corrections by the State Board of Equalization. City shall pay audit fees upon Consultant's submittal of evidence of Consultant's work in support of recovery of subject revenue, including, without limitation, copies of BOE 549-S petition forms of any other correspondence between Consultant and the Board of Equalization or the taxpayer.

For any increase in the tax reported by businesses already properly making tax payments to City, it shall be Consultant's responsibility to support in its invoices the audit fee attributable, in whole or in part, to Consultant's Services.

Consultant shall invoice City for any consulting and other optional Services rendered to City based on the following hourly rates on a monthly or a quarterly basis, at Consultant's option. All such invoices shall be payable by City no later than 30 days following the invoice date. City shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

	Hourly Rate
Principal	$325
Programmer	$295
Senior Analyst	$245
Analyst	$195
Associate	$150

EXHIBIT C

INDEMNIFICATION

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

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

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

3070368.1

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING EXAMINATION OF SALES AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 8-82, the City of Dublin entered into a contract with the State Board of Equalization ("SBOE" or "Board") to perform all functions relating to the administration and collections of local sales and use taxes; and

WHEREAS, the City Council of the City of Dublin now desires to again reestablish the authorization of designated representatives, including HdL, to examine on behalf of the City's confidential sales and use tax records of the State Board of Equalization pertaining to sales and use taxes collected by SBOE for the City pursuant to its contract; and

WHEREAS, the Taxpayer Transparency and Fairness Act was adopted and signed into law in 2017, which established, among other things, the California Department of Tax and Fee Administration ("CDTFA" or "Department") and transferred to such agency certain duties, powers, and responsibilities of the SBOE relating to the administration of various taxes and fees; and

WHEREAS, pursuant to Government Code Section 15570.24, the contract entered into by the City with SBOE is deemed to now apply to the CDTFA; and

WHEREAS, the City Council deems it desirable and necessary for authorized representatives of the City to examine confidential sales and use tax records of the SBOE pertaining to sales and use taxes collected by the CDTFA for the City pursuant to its contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales and use tax records of the Board; and

WHEREAS, the format of this resolution shall meet the requirements of the CDTFA and shall consolidate actions taken in previous resolutions.

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

Section1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department of Tax and Fee Administration (hereafter referred to as Department), is hereby appointed to represent the City of Dublin with authority to examine transactions tax records of the Department pertaining to transactions taxes, including sales and use taxes, collected for the City by the Department pursuant to the contract between the City and the Department. The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions taxes by the Department pursuant to that contract.

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Department, is hereby appointed to represent the City with

authority to examine those transactions tax records of the Department, including sales and use tax records, for purposes related to the following governmental functions of the City:

(a) City administration
(b) Revenue management and budgeting
(c) Community and economic development
(d) Business license tax administration

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the transactions tax records of the Department pertaining to transactions taxes, including sales and use taxes, collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and Hinderliter, de Llamas & Associates:

a) has an existing contract with the City to examine those transactions and use tax records;
b) is required by that contract to disclose information contained in, or derived from, those sales or transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

The information obtained by examination of Department records shall be used only for purposes related to the collection of City transactions by the Department pursuant to the contract between the City and the Department and for purposes relating to the governmental functions of the City listed in Section 2 of this resolution.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 5. Supersession and Repeal. Any and all other resolutions and parts thereof in conflict with the provisions of this Resolution are superseded and repealed, effective on the effective date of this Resolution.

Section 6. Effective Date. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

REQUEST FOR PROPOSALS

MUNICIPAL SALES/USE TAX AUDITING AND ECONOMIC ANALYSIS SERVICES

City of Dublin

Proposals must be received by: April 15, 2022

Jay Baksa, Assistant Administrative Services Director
100 Civic Plaza
City of Dublin, CA 94568

Proposals will be evaluated on the following: a) responsiveness to the Request for Proposal questions, b) experience of the firm, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.

DUBLIN

Request for Proposal
For
Municipal Sales/Use Tax Auditing and Economic Analysis Services

PURPOSE

The CITY OF DUBLIN (hereinafter "City") hereby requests proposals from interested firms for professional municipal sales/use tax auditing and economic analysis services (hereinafter "Services"), and will receive proposals in the City of Dublin, Administrative Services Department located at 100 Civic Plaza, Dublin, CA, 94568 on Friday, April 15, 2022, up to the hour of 5:00 PM Pacific Standard Time.

BACKGROUND

The City is located in Eastern Alameda County, approximately 35 miles southeast of San Francisco. The City was incorporated in 1982 with a population of 63,421 within 14.59 square miles. The City derives approximately 25% of their General Fund revenue from Sales/Use Tax. The Fiscal Year 2021-22 Adopted Budget projected the City would receive $22.5 million in sales tax revenue for the City's general fund.

SCOPE OF SERVICES

The City is requesting proposals for the investigation of sales/use tax records and the recovery of revenue on behalf of the City as well as providing economic analysis services. The proposal should address the following items at a minimum:

1. **General Strategy**

    a. Describe the general strategy for sales and use tax auditing.

    b. Define the role of City staff and City records as it relates to your efforts.

    c. Describe your interaction with the State Board of Equalization (SBOE) and with businesses being audited.

    d. Provide a measure of how successful appeals have been as an example of claims that were successful and/or an average dollar amount per client of sales tax recovered in the last five fiscal years.

    e. Identify what sources of information will be needed and the means with which they will be acquired.

2. **Objectives and Methodology**

a. Identify the specific procedures you will use to detect, correct, and recover misallocated revenue for the City, including, but not limited to:

   i. Identify and correct the sales/use tax reporting errors of businesses within the City that are not properly registered based on their business activities in the City.

   ii. Identify and correct the reporting of businesses that are improperly reporting tax to state and county pools (i.e. classifying sales tax as use tax), thereby depriving the City of sales tax revenue.

   iii. Detect, document and correct sales/use tax reports errors and omissions in order to generate new, previously unrealized revenue for the City.

   iv. Determine if the SBOE had prior knowledge of the error(s), which could entitle the City to collect revenue from additional periods.

b. Monitor and analyze the quarterly distribution reports with a focus on the following:

   i. Those accounts with previously reported point-of-sale distribution errors to ensure that the corrections are made for current quarters and all eligible back quarters.

   ii. Those major accounts comprising 90% or more of the City's total sales and use tax revenue to identify irregularities or unusual deviations from the normal pattern (e.g. negative funds transfers, significant decreases, unusual increases, etc.) and ensure that the City is not receiving less revenue than it is entitled to receive.

c. Identify opportunities for the City to recover the local allocation on purchase transactions subject to tax, and facilitate the recovery of such funds.

d. Assist the City with strategies to preserve and enhance sales and use tax generated by existing businesses within the City.

3. Sales and Use Tax Information Services

1. Provide an electronic database of the City's sales and use tax data to the City to facilitate monitoring, analysis and forecasting. The database will include the following features at a minimum:

   i. All sales tax producers in the City of Dublin, including business name, address, SBOE account number and current and historical sales tax allocations.

ii. To be able to generate special reports to the City on; major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

iii. Quarterly updates.

iv. Ability for the City to create and maintain subsets of the information based on geographic features.

v. Ability to define and print reports.

vi. Ability to export all data to a spreadsheet.

Provide a sample showing the database layout and file type your firm is proposing.

2. Provide written sales tax reports on a quarterly basis to the City in a timely manner, following the receipt of the quarterly distribution report. In addition, consultant will meet quarterly with the City. The reports will include the Municipal Sales/Use Tax Auditing following:

   i. Top sales tax generators ranked by the amount of sales and use tax produced.

   ii. Analysis of sales trends by business category, identifying by business the major increases and decreases each quarter.

   iii. Comparisons to other local, county and state jurisdictions.

   iv. Sales and use tax projections, updated quarterly.

   v. Information regarding state and federal legislative issues, including an analysis of their potential impact on the City.

   vi. Other reports as mutually agreed upon.

   vii. Include sample sales tax reports with your firm's response.

Consultant shall, additionally, provide following each quarter a summary analysis for the City to share with Council Members, Members of the Chambers of Commerce and other economic development interest groups. The analysis should include the City's sales tax trend by major group and geographic areas without disclosing confidential information.

4. Budget

i. Identify the proposed timeframes regarding date of knowledge, date of correction back quarters and forward quarters in terms of compensation.

ii. Identify the characteristics of accounts for which compensation will be received.

iii. Provide your proposed compensation schedule for corrections.

iv. Provide your proposed compensation schedule for Quarterly Distribution Report misallocations.

v. Identify any credits for negative allocations attributable to proposer on behalf of another client.

vi. If applicable, please identify any additional compensation for in person meetings required at the City.

5. Forecasting

i. In at least three of the quarterly reports, provide an update of this year's forecasted sales tax revenue, utilizing the 60-day accrual convention, and a forecast of next year's sales tax revenue.

ii. No later than the end of the first week in March, provide an updated budgetary forecast based on 4th quarter sales tax information, including

i. An updated forecast for the end of the year, utilizing the 60-day accrual convention.

ii. A forecast of next year's sales tax revenue, for use in the annual budget

iii. A 5-year sales tax forecast, incorporating growth assumptions regarding future development in the City of Dublin.

iii. In addition, please provide a measurement on how close the firm's historical forecasts have been to actual results.

6. Consulting and Other Optional Services

a. Please provide a cost per hour by position for optional/consulting services that are not limited to, but may include the following;

i. Consultant may, from time to time in its sole discretion, consult with City staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services,

Consultant may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

Process and General Conditions

1. Proposers shall submit proposals electronically to:

   Jay Baksa
   Assistant Administrative Services Director
   Email: Jay.baksa@dublin.ca.gov

Electronic copies shall be submitted via email in a PDF, format.

2. Deadline for submitting the proposal is **April 15, 2022** at 5:00 p.m.

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract. The format of submittals is at the discretion of the Proposer. Each proposal shall be limited to a maximum of 30 pages, single-sided, using minimum 12-point font size. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Schedule for RFP Process

March 29, 2022	Request for Proposals released
April 8, 2022	Deadline to submit questions to City of Dublin
April 12, 2022	Addendum posted, if required
April 15, 2022	Proposals are due no later than 5:00 PM on April 15 electronically addressed to Jay Baksa,, Administrative Services Department, City of Dublin, to the email address: Jay.Baksa@dublin.ca.gov. Late submittals will not be accepted.
TBD	Interview firms (optional)
TBD	Consulting Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

RFP Submittal Requirements

Please prepare and organize your Statement of Qualification based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Statement

of Qualification. Please note however that the RFP submittal is limited to 3**0 pages maximum** single sided (excluding resumes), and should be submitted in 8 ½ x 11 format, in 12-point font. Page limit excludes a table of contents, dividers, and resumes for Consultant's team.

Please format your response to this request in the following order to facilitate comparisons among respondents.

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide consulting services for a Municipal Sales/Use Tax Auditing and Economic Analysis Services. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within the document and not as a separate page.

2. Firm Background and Organization

    a. Describe your organization, date founded, ownership and other business affiliations. Provide number and location of affiliated offices. Specify the number of years your organization has provided requested services.

    b. Project Experience: Narrative description, accompanied by examples of reports or other related deliverables of projects similar in scope to the one covered by this RFP.

3. Scope of Service, addressing items 1-6

4. Pricing Structure/Methodology

5. References
    a. Provide a list of at least five client references in California. Include length of time working with client, contact name, and phone number. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

6. Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

As stated in the Process and General Conditions and Schedule for RFP Process sections above, proposals are due no later than **April 15 by 5:00pm. Any Proposal submitted after the stated deadline will not be accepted for consideration.**

Standard Consulting Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement will begin **July 1, 2022**

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

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested firm is to state in the proposal that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted proposal.

Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of the City of Dublin, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

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

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

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

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

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

Governing Law

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

Insurance Requirements

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

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

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP. Informal interviews may be conducted by City staff, and may include more than one firm that has submitted a Proposal.

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

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

Selection of Consultant

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

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

Attachment A

Standard Consulting Services Agreement

(Removed for the purposes of the June 21, 2022 Regular City Council Meeting)

Agenda Item 4.10

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Consulting Services Agreement with Chandler Asset Management for Investment and Asset Management Services
Prepared by: Jay Baksa, Assistant Administrative Services Director

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Chandler Asset Management for Investment and Asset Management Services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Consulting Services Agreement Between the City of Dublin and Chandler Asset Management.

FINANCIAL IMPACT:

The cost of the contract, which is tiered according to the total value of assets that would be under Chandler's direct management, is estimated at $147,000 per year. The additional interest earnings are projected to cover this cost on an on-going basis.

DESCRIPTION:

The City of Dublin's investment portfolio is currently $370 million and is comprised of $130 million managed by the City, investing funds in two locally pooled money accounts and $240 million managed by an Asset Manager, currently Chandler Asset Management (Chandler). In order to continue to maximize interest earnings while maintaining an appropriate level of risk and diversity, Staff believes it is beneficial to continue to utilize an asset manager.

In April of 2022, the City released a Request for Proposal (RFP) for investment advisory services. The City received five proposals, which were reviewed by the Administrative Services staff and ranked according to the criteria outlined in the RFP, including credentials, proposed approach, fee structure and the location of the firms offices. The City received proposals from the following firms:

- Garcia Hamilton & Associates

- Meeder Investment Management
- PFM Asset Management
- Chandler Asset Management
- Public Trust Advisors

The five proposals received were all from well qualified firms, but it was ultimately agreed that Chandler was the most appropriate fit for the City. City Staff has minimal investment experience, and requires a high level of involvement and input from their asset management team, at times needing information on short notice and after hours. Chandler is a smaller firm located in California, which allows, a very high level of customer service, with access to all members of the Chandler team, on short notice including Chandler's Co-Chief Investment Officer. Having this high level of customer service and access, was ultimately what helped set Chandler apart.

Chandler began providing investment services for the City in Fiscal Year 2013-14, and has consistently outperformed the locally pooled money accounts and the performance benchmark. The contract will allow the City to continue to utilize Chandler for an initial 3-year term and includes an additional two one-year extensions.

In addition to the higher rate of return on the funds managed by Chandler, the Chandler investment team meets with the City's finance staff on a quarterly basis to provide an economic update and discuss the City's portfolio positioning. The Chandler team also provides guidance on an on-going basis on issues that may affect the City's portfolio or the City's investment policy and is available on short notice.

The estimated yearly fee for Chandler's service is $147,000 per year, but can vary based on the total assets under Chandler's direct management, which excludes any amounts the City has invested with the locally-managed pools. The following is the fee structure:

- seven (7) basis points for the first $75 million;
- six (6) basis points for the next $75 million;
- five (5) basis points for assets in excess of $150 million.

Staff will continue working with Chandler to follow the California Government Code and the City's Investment Policy, which are beholden to the tenets of safety, liquidity, and return, in that order.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted

ATTACHMENTS:

1) Resolution Approving a Consulting Services Agreement between the City of Dublin and Chandler Asset Management
2) Exhibit A to the Resolution - Consulting Services Agreement with Chandler Asset Management for Investment and Asset Management Services.
3) Request for Proposals – Investment Advisory Services

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND CHANDLER ASSET MANAGEMENT

WHEREAS, the City desires to continue to engage a professional investment management firm with the technical expertise to develop and implement a sophisticated investment strategy; and

WHEREAS, the City went through a Request for Proposal to provide investment services and received five responses; and

WHEREAS, City Staff evaluated the responses and determined that Chandler Asset Management's approach most closely aligned to the City's needs; and

WHEREAS, Chandler Asset Management specializes in and has extensive experience in public agency investing, including the past eight years with the City; and the City and the Consultant now wish to enter into an Agreement for investment and asset management services; and

WHEREAS, Chandler Asset Management has proposed a tiered fee schedule based on the total asset valuation under Chandler Asset Management's direct management; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the consulting services agreement with Chandler Asset Management, attached hereto as **Exhibit A**.

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

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND CHANDLER ASSET MANAGEMENT FOR INVESTMENT AND ASSET MANAGEMENT SERVICES

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Chandler Asset Management ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2022 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended for two one-year extensions upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

1.5 [Intentionally Deleted].

1.6 [Intentionally Deleted].

Section 2. COMPENSATION. City hereby agrees to pay Consultant as specified in the proposal, attached as Exhibit B, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

2.3 [Intentionally Deleted].

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

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

2.5 [Intentionally Deleted].

2.6 [Intentionally Deleted].

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than $1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including without limitation, blanket contractual liability and the use of owned and non-owned automobiles.

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

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

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

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

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

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

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

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

b. Additional Insured Endorsement as required by the section;

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

d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount

not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 3 years after completion of work under this Agreement.

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

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

4.4 All Policies Requirements.

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

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

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

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. This Agreement shall not be construed as an agreement for employment. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant further acknowledges that Consultant performs Services outside the usual course of the City's business; and is customarily engaged in an independently established trade, occupation, or business of the same nature as the Consultant performs for the City and has the option to perform such work for other entities. Notwithstanding any other City, state, or federal policy, rule,

regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any

sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.,* and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

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

Chandler Asset Management
Attn: Nicole Dragoo
6225 Lusk Boulevard
San Diego, CA 92121

Any written notice to City shall be sent to:

City of Dublin
Attn: Jay Baksa
100 Civic Plaza
Dublin, CA 94568

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule & Reimbursable Expenses
Exhibit C	Indemnification
Exhibit D	City of Dublin's Investment Policy

10.12 **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts delivered and/or signatures executed by City-approved

electronic or digital means shall have the same force and effect as the use of a manual signature. Both Parties desire this Agreement to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its agreement to use electronic signatures at any time by giving notice to the other Party.

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

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

Linda Smith, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to Form:

City Attorney

CHANDLER ASSET MANAGEMENT

DocuSigned by:
Nicole Dragoo
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Nicole Dragoo, President

3070368.1

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following services:

Consultant shall provide investment management and advisory services for the City on all funds, as authorized by the City Council and directed by Staff to be managed by Consultant. The Consultant shall provide the additional related services, which shall include but not be limited to the following:

a) Assisting the City, as the City deems necessary, in analyzing its cash flow requirements to determine the amount of funds to be invested with Consultant.
b) Assisting the City, as the City deems necessary, in determining its investment risk tolerance and appropriate portfolio benchmark.
c) Meeting with City staff, from time to time as reasonably requested by City, to review the investment portfolio and performance.
d) On an annual basis, reviewing and recommending changes to the City's Investment Policy based on legislative changes and other relevant market conditions.
e) Providing the City with on-line access to real-time information on the City's investment positions and providing monthly investment reports for the City.
f) Providing other investment-related services as agreed upon.

Additional Provisions

1. City Representative. In its capacity as investment manager, Consultant shall receive all instructions, directions and other communications on City's behalf respecting City's account from the Representative designated from time to time by the City Manager. The City Manager has designated Lisa Hisatomi, Administrative Services Director as the Representative. Consultant is hereby authorized to rely and act upon all such instructions, directions and communications from such Representative or any agent of such Representative.

2. Investment Policy. In investing and reinvesting City's assets, Consultant shall comply with City's Investment Policy, the current version of which is attached as Exhibit _D_ to the Agreement.

3. Authority of Consultant. Consultant is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to compliance with the Investment Policy and instructions given or guidelines set by the Representative.

4. Electronic Delivery. From time to time, Consultant may be required to deliver certain documents to City such as account information, notices and required disclosures. City hereby consents to Consultant's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and City agrees that such notification will constitute "delivery". City further agrees to provide Consultant with City's email address(s) and to keep this information current at all times by promptly notifying Consultant of any change in email address(s).

City email address(s):admin.service@dublin.ca.gov

5. Proxy Voting. Consultant will vote proxies on behalf of City unless otherwise instructed. Consultant has adopted and implemented written policies and procedures and will provide City with a description of the proxy voting procedures upon request. Consultant will provide information regarding how City's proxies were voted upon request. To request proxy policies or other information, please contact us by mail at the address provided, by calling 800-317-4747, or by emailing your request to compliance@chandlerasset.com.

6. Custody of Securities and Funds. Consultant shall not have custody or possession of the funds or securities that City has placed under its management. City shall appoint a custodian to take and have possession of its assets. City recognizes the importance of comparing statements received from the appointed custodian to statements received from Consultant. City recognizes that the fees expressed above do not include fees City will incur for custodial services.

7. Valuation. Consultant will value securities held in portfolios managed by Consultant no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Consultant to reflect fair market value.

8. Investment Advice. City recognizes that the opinions, recommendations and actions of Consultant will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Consultant acts in accordance with the standards set out in Section 1.2 of the Agreement, City agrees that Consultant will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.

9. Payment of Commissions. Consultant may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of Consultant to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Consultant may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Consultant makes no warranty or representation regarding commissions paid on transactions hereunder.

10. Other Clients. It is further understood that Consultant may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for City's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that Consultant will have no obligation to purchase or sell for City's account any securities which it may purchase or sell for other clients.

11. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv)

for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Consultant to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

12. Receipt of Brochure and Privacy Policy. City has received the disclosure statement or "brochure" and “brochure supplement” also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). City has received a copy of Consultant’s Privacy Policy.

EXHIBIT B

COMPENSATION SCHEDULE OVERVIEW

City shall compensate Consultant monthly an amount calculated on the average market value of City's portfolio, including accrued interest, in accordance with the following schedule:

Assets Under Management	**Annual Investment Management Fee**
First $75 million	0.07 of 1% (7 basis points)
Next $75 million	0.06 of 1% (6 basis points)
Assets in excess of $150 million	0.05 of 1% (5 basis points)

The fees expressed above do not include any custody fees that may be charged by City's bank or other third party custodian. The City is not required to pay any start-up or closing fees; there are no penalty fees. There are no additional costs associated with the sale and purchase of securities, other than those that may be imposed by the custodian.

Fees shall be prorated to the effective date of termination of the agreement on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded.

The fee schedule is all-inclusive for the services that the Consultant will provide the City, including personal visits and education offerings for staff.

Fees shall be deducted monthly in arrears from City's custody account. There is no annual minimum required.

Request for Proposals for:

DUBLIN CALIFORNIA

INVESTMENT ADVISORY SERVICES

DUE: APRIL 15, 2022 5 PM

CHANDLER ASSET MANAGEMENT, INC.

6225 Lusk Boulevard
San Diego, California 92121
Direct: 858-546-3737, Toll free: 800-317-4747
info@chandlerasset.com | chandlerasset.com

CHANDLER ASSET MANAGEMENT

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CHANDLER APPENDICE*S* *Removed as part of the Staff Report

CHANDLER ASSET MANAGEMENT

April 14, 2022

The City of Dublin
Attention: Jay Baksa
100 Civic Plaza
Dublin, California 94568

Sent via: email Jay.Baksa@dublin.ca.gov

RE: Request for Proposals – Investment Advisory Services

Dear Mr. Baksa,

Chandler Asset Management has had the privilege of providing investment advisory services to the City of Dublin since 2013. We appreciate this opportunity to extend our relationship with you and herein respectfully submit our Proposal for Investment Advisory Services. Although the City's staff is already acquainted with our firm and the quality of services that we provide, we hope to highlight the benefits of continuing to work with Chandler. Our investment approach is based on an investment philosophy developed in response to the shared objectives of all our public agency clients, which emphasizes safety, liquidity, and return. In addition to providing disciplined investment advisory services, our goal is to continue to provide consistency and continuity for the City of Dublin, so that you and your staff can focus on serving your community.

While this proposal is only a summary of the services that we have provided throughout our engagement with the City, we look forward to discussing any additional areas to assist you to further enhance the overall investment program beyond those listed in the RFP.

As the firm's President, I am authorized to bind the firm and to act in this capacity, as well as to confirm our intent to bid on all sections of the City's *Scope of Work*. I certify that the information provided in our proposalis accurate, firm, and irrevocable, and shall be valid for a period of 90 days from April 15, 2022.

We look forward to discussing our qualifications with you in person. If you have any questions during the proposal evaluation period, please do not hesitate to contact **William Dennehy**, CFA, *Co-CIO*, directly at (858) 888-5087, toll-free (800) 317-4747, or via email at wdennehy@chandlerasset.com. Additionally, you can contact **Neil Murthy**, *Relationship Manager*, directly at (858) 245-4869, toll-free (800) 317-4747, or via email at amurthy@chandlerasset.com.

Sincerely,

CHANDLER ASSET MANAGEMENT, INC.

Nicole Dragoo, JD, IACCP

President

2. FIRM BACKGROUND AND ORGANIZATION

a. Describe your organization, date founded, ownership and other business affiliations. Provide number and location of affiliated offices. Specify the number of years your organization has provided investment management service.

Chandler Asset Management Inc.'s ("Chandler") core expertise is providing fully customized, high quality fixed-income investment solutions for public agency clients. We are experts in managing public funds, providing excellent stewardship over the investment activities entrusted to us, and have, for over three decades, performed our fiduciary duty with discipline and care. Our firm provides comprehensive investment solutions for local governments that are guided by the objectives of preservation of principal, access to liquid funds, and maximization of investment returns within established risk parameters and legal requirements. From our over three decades of experience and client-focused approach, we understand firsthand the challenges of investing in public funds in a world with dynamic financial markets and economic conditions.

History

Chandler was founded in 1988 by Kay Chandler as a result of her experience serving as Investment Officer for the County of San Diego for eight years, and for the City of San Diego for another two years. With many responsibilities for treasury management and finance functions within these departments, Ms. Chandler recognized that public entities with limited time and resources could benefit from external professional expertise and technological resources to help manage their investment programs. In 1991, Martin Cassell, Ms. Chandler's successor on the investment staff of the City of San Diego, joined the firm. Mr. Cassell now serves as Chandler's CEO.

Over the years, Ms. Chandler and Mr. Cassell carefully assembled a team of professionals with the specialized professional expertise and technical skills necessary to structure highly effective, fixed income cash and core investment programs for cities, counties, and other local government entities. The firm manages $25.8 billion as of December 31, 2021, including $21 billion in separately managed accounts for 175 public agencies. All of the firm's Portfolio Managers are CFA charter holders and are committed to strengthening and sharing their knowledge of prudent standards of investment management for public funds. The comprehensive services we offer including portfolio management, regulatory guidance, and increased transparency through comprehensive reporting are designed to meet the specific needs of public agencies.

Chandler remains committed to our principles of conservative fixed income management as the firm continues to evolve in response to our clients' needs and to the public investment climate. As a result of our significant growth and in support of our objectives, we serve our clients from six other offices besides our San Diego headquarters, located in Denver, Colorado; Orlando, Florida; Ventura, California; Walnut Creek, California; Marin County, California; and Seattle, Washington. The firm's professional staff currently totals thirty-seven (37) individuals and includes twelve (12) investment team members.

Firm Structure and Ownership

Chandler is an independent and 100% employee-owned California corporation. In 2017, Chandler's key shareholders and Executive Management Team introduced an Employee Stock Ownership Plan ("ESOP") that aligns with the firm's values and culture of shared success. Every employee is an owner through the ESOP Trust, which owns 68% of the firm and is the primary shareholder. Key employees from the

Executive Management Team remain as individual owners. We believe that this structure contributes to our ability to attract and retain the highest quality investment professionals as well as to sustain growth, promote accountability, and best serve current and prospective clients well into the future.

One of the firm's guiding principles is participation in the development of best practices in the management of public funds. Our investment and client service professionals serve as committee members and are active participants and sponsors of national and regional associations that develop recommended best practices and training curricula, including the Government Finance Officers Association (**GFOA**), the California Society of Municipal Finance Officers (**CSMFO**), the California Municipal Treasurers Association (**CMTA**), the California Debt and Investment Advisory Commission (**CDIAC**), and the **CFA Institute**. We are often involved in drafting investment legislation and recommending best practices on a state and national level and providing guidance on safe and effective practices for the management of public funds. In addition, Martin Cassell, CFA, CEO, sat on the GFOA's Committee on Treasury and Investment Management. This committee tracks new developments in cash management and develops best practices for government officials at all levels.

Chandler qualifies as a Small Business in California through the Department of General Services, with certification ID 1747894, expiring September 30, 2023.

b. Describe your firm's revenue sources (e.g., investment management, institutional research, etc).

The firm's revenue is derived entirely from fees received from our clients for the investment management and/or advisory services we provide. Chandler does *not* act as a broker or dealer in securities or receive any other form of additional compensation from third-party sales arrangements, investment pool management, research exchanges, or transaction fees. As of our most recent fiscal year end, approximately 90% of the firm's revenue is derived from institutional accounts. The remaining revenue is derived from Chandler's strategies that are offered to select Registered Investment Advisers on platforms for sub-advised services.

c. Within the past three years, have there been any significant developments in your organization (e.g., changes in ownership, new business ventures)? Do you expect any changes in the near future?

In 2022, **William Dennehy II, CFA, Scott Prickett, CTP**, and **Jayson Schmitt, CFA** were promoted to Co-Chief Investment Officers. **Martin Cassell, CFA, CEO** transitioned all CIO responsibilities to the three new CO-CIOs as of January 1, 2022. **Nicole Dragoo**, Chandler's COO and Chief Compliance Officer was promoted to *President* in April 2021. **Joseph Kolinsky**, hired as Compliance Manager in January 2020 now serves as *Chief Compliance Officer*. Other additions to the staff include **Ryan Tauber**, **MBA**, *Managing Director of Business Development,* who oversees the firm's sales, marketing, and client service efforts. Chandler continues to create new positions to accommodate growing business demands.

d. Describe any U.S. Securities and Exchange Commission (SEC) censures or litigation involving your organization, any officer, or employee at any time.

Neither Chandler nor any of its officers or employees has ever been subject to any regulatory censure or litigation by the SEC, NASD, or other regulatory agencies regarding the investment management and advisory services it provides.

e. Identify the types of accounts managed by your firm (e.g., government, pension, corporate, high net worth, and endowment/foundation).

Chandler manages portfolios that are comprised of asset classes in the U.S. fixed income universe that align with our clients' objectives of ***safety, liquidity,*** and ***return***. In California, these are assets that are permitted by California Government Code 53601 and 53635. The composition of Chandler's portfolios includes high quality, short-term investment-grade, U.S. dollar-denominated securities including but not limited to: *U.S. Treasuries, Federal Agencies, municipal bonds, negotiable CDs, Corporate notes, Supranational securities, asset-backed and mortgage backed securities.* We provide complete investment services for a public entity investment program, including:

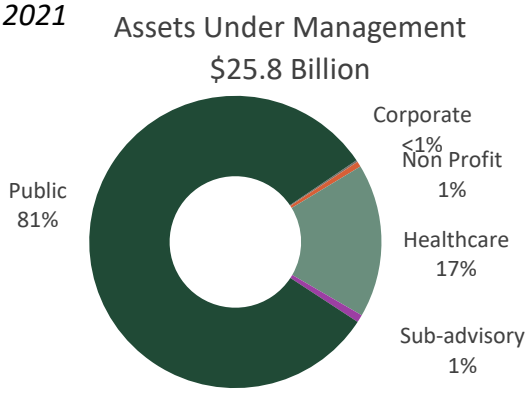
- *Operating Funds*
- *General Revenue Funds*
- *Bond Proceeds*
- *Capital Project Funds*
- *Debt Service Funds*
- *Reserve Funds*
- *Post-Employment Benefit*
- *JPA Investment Funds*

Chandler Client Types and Total Firm Assets Under Management

As of December 31, 2021

Client Type	# of Accounts	AUM ($MM)*
Public Sector	347	$20,794
Corporate	13	$52
Healthcare	34	$4,350
Non-profit	31	$153
Sub-advised	308	$218
Other	11	$44
Total	**744**	**$25,611**

**Other includes DC Plan, Church and Higher Education assets. Chandler assets under management as of 12/31/2021.*



Northern California Clients

Alameda County Water District	*City of Cupertino*	*City of Pittsburg*	*CJPRMA*
Alpine County	*City of Dublin*	*City of Pleasant Hill*	*CSJVRMA*
Amador County	*City of Elk Grove*	*City of San Leandro*	*First 5 Alameda County*
Big Independent Cities Excess Pool	*City of Fairfield*	*City of San Mateo*	*First 5 Santa Clara County*
Calaveras County	*City of Merced*	*City of Shasta Lakes*	*Mendocino County*

California Earthquake Authority	*City of Milpitas*	*City of South San Francisco*	*NCCSIF*
City of Alameda	*City of Monterey*	*City of Sunnyvale*	*Sierra County*
City of American Canyon	*City of Mountain View*	*City of Vallejo*	*Town of Danville*
City of Atwater	*City of Orinda*	*City of West Sacramento*	*Truckee*

**The list includes Northern California clients as of 12/31/2021 listed alphabetically and only includes clients that have given permission to be listed. It is not known whether the clients listed approve or disapprove of Chandler Asset Management and the investment advisory services provided. Includes discretionary and non-discretionary relationships.*

The above clients' accounts include operating cash and reserves, bond project accounts, and bond reserves, each separately managed to fulfill its specific objectives within its own risk profile. We propose to manage the City's portfolio in a manner that is customized to meet your specific financial and investment goals and would provide you with the same level of diligence, client service and investment expertise that we provide to all our clients.

f. Describe your firm's fiduciary liability and/or errors and omissions insurance coverage. Include dollar amount of coverage.

Chandler maintains a comprehensive, full-coverage insurance program with the relevant coverages provided by firms rated "Excellent" or better by AM Best Rating, including the following:

EO/DO (professional liability)	$30 million ($200,000 retention)
Fidelity Bond/Employee Dishonesty:	$10 million/$100,000 deductible
Commercial General Liability:	$2,000,000 per occurrence/$4,000,000 aggregate
Umbrella Liability:	$10,000,000 per occurrence/$10,000,000 aggregate
Cybersecurity:	$4,000,000
Automobile Liability:	$1,000,000 combined single limit

In addition, each ERISA plan is insured to 10% of the plan's asset values, not to exceed $500,000 per insured plan. We have included a copy of our *ACORD Certificate of Liability* in the **Appendix**.

3. STAFFING

a. Identify the number of professionals employed by your firm by classification.

Chandler Asset Management has a staff of thirty-seven (37) professionals, who are categorized as follows:

Chandler Asset Management Professional Staff

Classification	# of Professionals
CEO	1
President	1

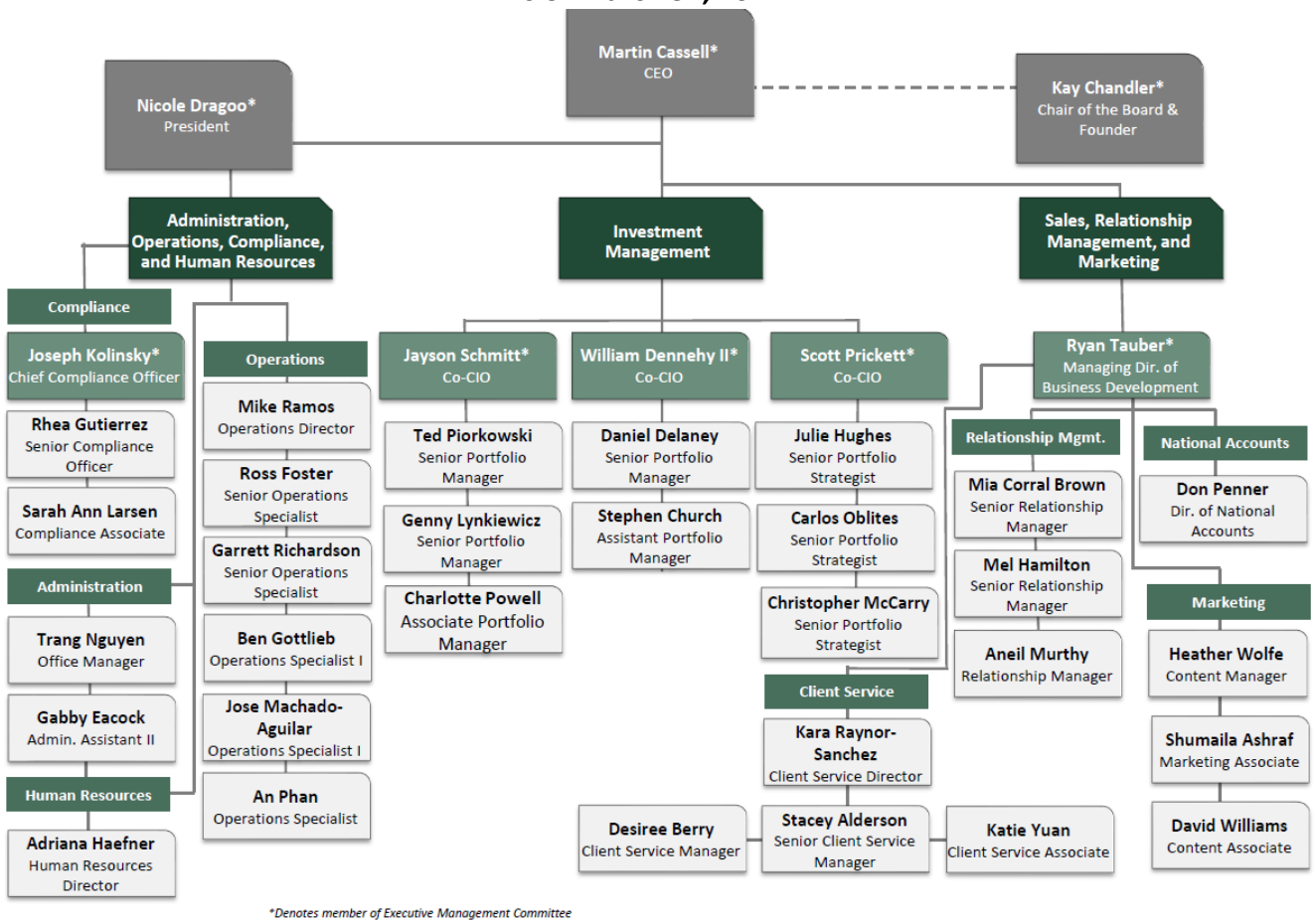
Chief Investment Officers	3
Investment Management and Research	8
Client Service & Marketing	12
Operations	6
Compliance	3
Administration/Human Resources	3
Total	**37**

The entire Investment Management Team is responsible for providing investment advice and management of funds to our public agency clients, as well as for research, analysis, strategy development, and oversight of the firm's investment management processes. The firm's investment committee consists of twelve investment professionals.

b. Provide an organizational chart showing functions, positions, and titles of all the professionals in your organization.

Please find Chandler's organizational chart showing the functions, positions, and titles of all the professionals within the organization.

Chandler Asset Management Organizational Chart
As of March 31, 2022



*Denotes member of Executive Management Committee

c. Provide biographical information on investment professionals who will be involved in the decision-making process for the City's portfolio, including number of years at your firm. Identify the person who will be the primary portfolio manager assigned to the account.

The following table shows the Chandler team of investment professionals assigned to the City of Dublin relationship, including their responsibilities and tasks.

Investment Professionals Assigned to the City

Contact Name and Title	Role in Engagement	Industry Tenure	Firm Tenure	Education
Investment Management				
William Dennehy II, CFA *Co-Chief Investment Officer*	• ***CO-CIO*** • Implements portfolio strategies • Research and Analysis • Co-Chair of Credit Committee and Economic and Market Analysis Committee and member of the MAC Committee.	*30 years*	*11 years*	B.S. Business Administration, California State University, Chico, Chartered Financial Analyst CFA® charter holder
Dan Delaney *Senior Portfolio Manager*	• ***Senior Portfolio Manager*** • Implements portfolio strategies • Performs credit analysis • Co-Chair of Sector Committee and member of the Credit Committee.	*16 years*	*1 year*	B.A., Business Economics, University of Exeter, UK, Chartered Financial Analyst CFA® charter holder
Engagement Management & Client Service				
Aneil (Neil) Murthy *Relationship Manager*	• ***Relationship Manager & Key Contact*** • Conducts onboarding process • Oversees client communication Ensures and coordinates project deliverables	*13 years*	*2 years*	B.A. Political Science, University of Connecticut; M.B.A., Post University Series 65 License
Stacey Alderson *Senior Client Service Manager*	• ***Client Service Contact*** • Reviews Investment Policy • Schedules training and educational presentations	*24 years*	*8 years*	B.B.A. Accounting, University of Montevallo

Compliance & Oversight				
Nicole Dragoo, JD, IACCP *President*	• ***Head of Firm Compliance, Operations, Administration*** • Responsible for regulatory compliance and legal matters • Oversees firm's operations and administrative functions	*22 years*	*21 years*	B.A. Business Economics, J.D. University of San Diego; Investment Adviser Certified Compliance Professional (IACCP) designation

*Portfolio Managers***.** Drawing from their collective expertise, the Investment Management Team develops and implements strategies for the City based on a thorough, well-rounded analysis of investment ideas that are specific to the strategy and your investment objectives**.**

William ("Bill") Dennehy II (CFA), *Co-Chief Investment Officer*, will serve as the primary portfolio manager for the City. Bill also serves as a member of the firm's *Executive Committee*, *Multi-Asset Class Committee*, and is Co-Chair of the firm's *Economic, Market Analysis Committee* and *Credit Committee, and Multi-Asset Class Committee*.

Daniel Delaney, *Senior Portfolio Manager,* will serve as the secondary portfolio manager for the City. He is responsible for implementing portfolio strategy and securities trading in client accounts.

Dan serves as Co-Chair of the *Sector Committee*.

Client Service

Neil Murthy (MBA) will be the *Relationship Manager* and another key contact for the City. Located in Walnut Creek, Neil will help coordinate all aspects of the City's service needs, develop a City-led schedule of regular in-person client meetings, as well as attend meetings, along with your primary investment contacts.

Stacey Alderson, CTP, *Client Service Manager* will support Scott in serving the City and its staff. Scott and Stacey are in our Denver office and will be accessible as local resources for any calls or in-person visits. Your relationship managers will work closely with you – reviewing investment policies, assisting with custodial relationships, and providing investment training among other things. Chandler's client service and marketing teams provide responsive service and follow-through to completion for any pressing or immediate needs of the City and its staff. Our client service personnel are adept at handling the non-investment needs of the engagement and will escalate any issues and route them through the correct channels, if necessary.

Compliance and Oversight

The firm's *President*, **Nicole Dragoo, JD (IACCP)**, is responsible for the firm's strategy and administration and oversees the compliance and operations departments. She also leads the onboarding process of new client accounts and heads a team that communicates effectively with accountants, custodians, and administrators during the transition period and for the duration of the relationship.

4. FEES

a. Please include a copy of your firm's fee schedule applicable to this RFP.

Chandler is pleased to provide comprehensive, full-time discretionary investment management (advisory) services to the City as described herein Chandler's proposal and in the City's *Scope of Services* in accordance with the following fee schedule:

Proposed Fee Schedule for the City of Dublin

Assets Under Management	Annual Asset Management Fee
First $75 million	0.07 of 1% (7 basis points)
Next $75 million	*0.06 of 1% (6 basis points)*
Assets over $150 million	0.05 of 1% (5 basis points)

Our proposed fee schedule is all-inclusive for the services that Chandler provides, including full time investment advisory and portfolio management services, technological resources, onboarding and implementation, online access to the *Chandler Client Portal*, comprehensive reporting, meetings, personal visits, educational offerings for your staff, as well as the additional treasury support services described herein in Chandler's proposal. Chandler does not charge fees on funds held in Local Government Investment Pools. Fees are firm for the entire initial contract term and the City will not be subject to any increases during this period.

Our fee schedule *does not* include charges that the City would incur for third-party custodial services, which, as an important control in the investment process, is not provided by Chandler.

Examples of the fees assessed to the City at different asset levels according to the above proposed tiered fee schedule are as follows:

Total Assets Under Management	Annual Fee in Basis Points	Annual Fee in $ dollars
$240 million	*5.94 bps*	*$142,500*
$275 million	*5.82 bps*	*$160,000*
$300 million	*5.75 bps*	*$172,500*

Fees are based on the amount of assets under management and are not based on transaction volume. Management fees will accrue as long as there are assets in the portfolio, even if there is no activity during the period. Since the firm calculates fees based on the average balance of assets under our direct management (market value including accrued interest), they will fluctuate based on portfolio value. The examples above are based on sample account sizes and should not be considered a "not to exceed" fee. Fees are charged monthly in arrears and can be debited directly from your third-party custody account.

b. Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program.

Our proposed fee schedule is all-inclusive for the services that Chandler provides, including meetings, personal visits, and educational offerings for your staff, as well as investment management services described in the City's *Scope of Services*. Our fee schedule does not include charges that the City would incur for third-party custodial services.

c. Please provide a statement of fees for such additional services as arbitrage rebate, or other related services.

As an SEC-registered investment adviser and in accordance with California Government Code 53600.3, Chandler shares your fiduciary duty and holds itself to the highest standards, aiming to safeguard principal and maintain the liquidity needs of the City as primary objectives. Chandler acts in accordance with prudent investor standards, avoiding conflicts of interest and putting clients' needs first in all matters and responsibilities related to the investment management services we provide. There are no extra fees associated with arbitrage rebates or other related services.

Our reports provide all information necessary to perform arbitrage calculations and develop the arbitrage compliance reports, and our fee schedule is comprehensive for all services we will provide to the City.

d. Describe your firm's compensation policies for investment professionals.

Chandler has a comprehensive compensation policy for our investment professionals designed to be aligned with the interests of our clients. This policy includes incentives based on individual contributions to our clients' success, as well as efforts towards building an enduring firm with a long-term culture of shared success, rather than utilizing performance-based compensation. Individual base salaries are competitive, and commensurate with experience, education, and roles and responsibilities. Furthermore, all employees participate in the firm's Employee Stock Option Plan ("ESOP") and have a proportionate share in the ownership of the firm.

Chandler's senior leadership team receives competitive base salaries, as well as annual discretionary bonuses based on individual contributions to the firm's overall success. Key principals of the firm are also majority owners and have a proportionate share in the firm that is greater than the employee participation share of the ESOP Trust.

5. ASSETS UNDER MANAGEMENT

a. Summarize your institutional investment management asset totals by category for your latest reporting period in the following table:

Institutional Assets under Management
As of December 31, 2021

	Operating Funds	Other Funds
Governmental	$ 20,597,421,147	$ 223,730,510
Other Institutional	$ 2,116,111,368	$ 143,363,362

b. Provide the number of separate accounts whose portfolios consist of operating funds.

Chandler has a total of 184 client relationships whose portfolios consist of operating funds.

c. List in the following table the percentage by market value of aggregate assets under management for your latest reporting period:

Type of Assets	Percent by Market Value
U.S. Treasury securities	33%
Federal Agency obligations	22%
Corporate securities rated AAA-AA	5%
Corporate securities rated A	12%
Corporate securities rated BBB or lower	2%
Other	26%

"Other" include Commercial Paper (CP), Municipal Bonds, Mortgage-Backed Securities (MBS), Asset Backed Securities (ABS), Collateralized Mortgage Obligations (CMOs), Negotiable CDs, and Time Deposits. Supranationals and equity mutual funds, also included in "Other", are held only in accounts not subject to California State law governing the investment of public funds.

d. Describe the procedures that your firm has in place to address the potential or actual credit downgrade of an issuer and to disclose and advise a client of the situation.

Chandler employs a proprietary credit research process with the objective of identifying stable and improving credits to include in client portfolios. To enhance our internal processes, Chandler utilizes several external research providers including CreditSights, Egan-Jones, BCA Research, Stone and McCarthy, and ITR Economics. However, in all cases, the decision as to whether to include a security in client portfolios is based on the internal, proprietary evaluation of the particular issuer. Each sector and issuer is reviewed a minimum of once per quarter or four times per year. The goal is to be proactive in identifying and investing in stable and improving credits, and in avoiding deteriorating credits.

In addition to the formal Credit Committee meetings, all credits are monitored continuously. The Credit Committee monitors the overall news flow on each issuer on our approved list (i.e. earnings, press releases, management presentations or conferences, rating changes, etc.). The gathered information is distributed to the entire investment management team on a daily basis. In the event the fundamentals of the underlying security change, the Credit Committee may act to add or remove the issuer from our approved credit list or move it within the appropriate tier.

- A core philosophy for the Chandler team is transparency and client communication. The Chandler team meets frequently with our clients, either in person or remotely in the COVID environment, to provide updates on our economic outlook, the current positioning of the portfolio, as well as likely changes to the portfolio asset allocation, portfolio structure and individual security holdings in the coming quarters based on our overall outlook.
- We take an active approach in highlighting to our client's securities are more likely to be utilized as a 'source of funds' for rebalancing transactions based on changing credit fundamentals, risks not well understood by the majority of market participants, as well as credit quality and maturity.
- In the event a security is no longer deemed suitable and consistent with the credit quality objectives of the underlying portfolio, the Chandler team takes a tactical approach to exiting the position. Depending on market conditions and our overall outlook for the security, this may entail selling the security immediately, dollar cost averaging out of our exposure over several weeks, or choosing to

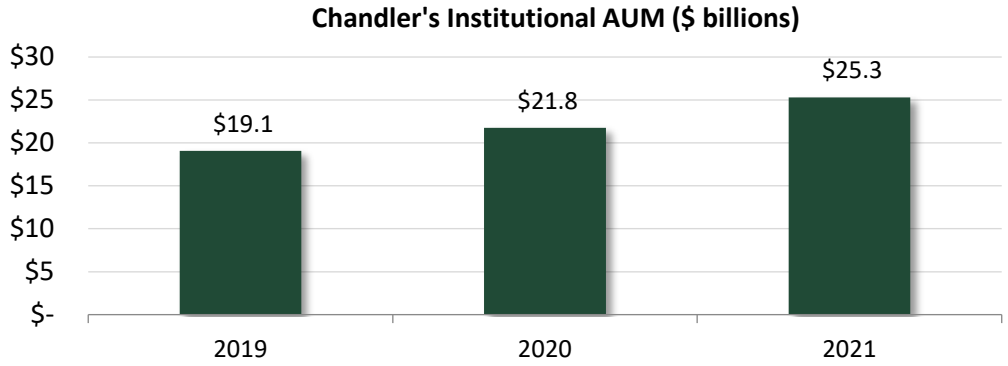
hold the position if the maturity is very short or a corporate action (i.e., make whole call) is likely in our judgment.

Please see page 17 to review Chandler's credit analysis and security selection process.

e. Provide data on account/asset growth over the past three years. Indicate the number of accounts gained and the number of accounts lost.

For the most recent 12-month period ending December 31, 2021, Chandler gained twenty-seven (27) institutional clients totaling approximately $1.5 billion. During the same period, Chandler lost six (6) institutional clients. Clients have discontinued services provided by Chandler for various reasons, including budgetary constraints, spending down investable assets, or internal changes in finance administration/staff. Notably, Chandler has never had a client discontinue service for convenience or for cause.

Year Ending December 31	Institutional Assets	Accounts Gained	Accounts Lost
2021	$ 25,281,592,317	27	6
2020	$ 21,764,713,385	15	0
2019	$ 19,056,525,771	10	3



handler's institutional assets under management for the past five years and the current year (2019-12/31/2021). Includes both discretionary and non-discretionary assets. Advised assets are excluded.

f. Provide a copy of the firm's most recent Form ADV, Parts I and II (including all schedules).

Please find the firm's most recent Form ADV, Parts I and II enclosed in the Appendix.

6. INVESTMENT MANAGEMENT DISCIPLINE AND APPROACH

a. Describe your firm's investment philosophy for public clients, including your firm's philosophy regarding average duration, maturity, investment types, credit quality, and yield. How would you apply your philosophy to the City of Dublin's portfolio?

We believe that through effective risk management, we can enhance the potential for higher ***total returns*** for risk-conscious clients while maintaining their shared primary objectives of ***safety*** and ***liquidity***. Our approach utilizes investment processes and strategies we have developed over three decades, and focuses on:

- Safety of principal[1];
- Appropriate levels of liquidity;
- Diversification of risk;
- Compliance with policies, legal requirements, and risk/return objectives; and
- Active management to generate investment income and total return.

We implement this philosophy by structuring investment portfolios with the goal of achieving performance that consistently exceeds the returns of a selected market benchmark over a market cycle, while always maintaining each client's tolerance for risk. We reduce exposure to market risk by diversifying the portfolio by sector, credit quality, maturity, issuer, and security type, and by establishing and maintaining a target portfolio duration that is consistent with the investment objectives.

Chandler's singular focus stems from the investment philosophy of our clients that prioritizes safety and liquidity above chasing returns that may put their principal at increased risk. As a result of this focus, we take a conservative approach regarding all aspects of the investment and portfolio management process. Our methods for developing the investment objectives and constraints for our clients is customized after an extensive review and thorough understanding of the investment policy, risk tolerances, as well as the current and expected mandates of the client's specially purposed funds.

b. What are your primary strategies for adding value to portfolios (e.g., market timing, credit research, trading)?

Chandler's pro-active portfolio management, diligent security analysis, and prudent attention to cash flow needs add value to client portfolios and enhance the consistent returns generated over time. Our approach to structuring the portfolios is designed to fulfill the City's requirements in a way that addresses specific investment needs, and focuses on the following key elements:

- ***Duration Management*** — We strive to maintain duration (the portfolio's price sensitivity to changes in interest rates) within a defined range that reflects the City's return requirements and acceptable volatility as indicated by a benchmark that reflects the risk parameters and expected return. Duration is the largest determinant of risk and return. We attempt to minimize the impact of the duration decision on return volatility by limiting duration to within a +/- 20% duration band around the target (benchmark) duration. We have observed that longer-duration portfolios have historically outperformed shorter duration portfolios over long-term investment horizons. We will work with the City to identify an appropriate duration target that takes advantage of longer maturity investments with higher yields while limiting volatility and providing for needed liquidity.

An optimal term structure is based on our proprietary analysis and a probability-weighted forward-looking forecast of various interest rate scenarios that may occur at the six- to twelve-month horizon date.

- ***Sector Allocation***— Our sector allocation process is based on the belief that portfolios are more robust and prepared for unforeseen events if they have a well-diversified exposure to high quality fixed income securities. Using the output of the Sector Committee, we will determine the allocation to asset

[1] *While our conservative investment approach promotes safety, investing in securities carries varying degrees of risk and we cannot guarantee safety of principal.*

classes that we believe will provide the best economic opportunities and protection for the portfolio. We can add considerable value through rotating sectors as market conditions evolve and our outlook changes, thus identifying best relative value at time of purchase in order to capitalize on current market opportunities.

- ***Term Structure***— Utilizing the output from the Economic and Market Analysis Committee in conjunction with the *Horizon Analysis Model*, the term structure for the portfolio is determined with the objective of finding a structure that prioritizes the protection of the portfolio and performs well under both anticipated and unanticipated yield curve shifts over a six-month horizon. Given the constantly evolving market dynamics and changing interest rates, the portfolio may have a "laddered" structure, with equal allocations across permitted maturities; a "barbell" structure, with maturities concentrated in short and long maturities; a "bullet" structure, with maturities concentrated around the target duration. As interest rates evolve, the Chandler team alters the maturity distribution of the portfolio based on the prevailing market conditions.
- ***Security Selection***— Once the team has determined the percentage of the portfolio in any duration range or security type, individual securities are purchased to complete the portfolio structure. Chandler's investment team closely follows trends in the new issue market to take advantage of the cyclical swings in issuance in order to obtain attractive spreads over the risk-free Treasury rate. The seasoned professionals at Chandler are also well versed in the technical differences between various names in the investment universe, and frequently adjust the underlying name and sector exposure to take advantage of market anomalies only a skilled investor can consistently identify. Securities are subjected to a rigorous review process, including fundamental credit analysis, as well as quantitative analysis using proprietary tools. Our investment professionals recommend securities from an *Approved Issuer List* based on relative value considerations. In addition, our *Credit Committee* seeks to identify both improving and deteriorating credits so we can work to reposition client portfolios by seeking favorable and avoiding detrimental factors not yet understood by the majority of market participants. Analyzing the credit worthiness of individual issuers to enhance portfolio yields while minimizing exposure to credit and downgrade risk is a key element in mitigating risk and adding value in our clients' portfolios.

- ***Active Management of Individual Securities*** **-** To maintain the optimal structure and the objective of safety of principal and risk-adjusted returns over a market cycle, Chandler utilizes active management of the investment portfolio. With this approach, a security may be sold or replaced prior to maturity to take advantage of market conditions, generate liquidity, mitigate risk, or to enhance the return of the portfolio. We are also able to take advantage of the repricing into the current higher interest rate environment. The net economic benefit to the City is the sole consideration for purchasing/swapping/selling securities for the portfolio.
- ***Competitive Execution.*** We recognize our duty to provide value to our clients and ensure the quality of our services as a fiduciary. The City's staff is assured that through Chandler's best execution practices, it is receiving competitive, institutional pricing on transactions, as the firm seeks a minimum of three quotes per trade. The practice of competitively bidding for transactions results in an incremental net financial advantage for our clients over time and is an additional source of value in retaining Chandler as investment manager. This competitive process can be evidenced on daily trade tickets viewable on the *Chandler Client Portal*.

c. Describe the process you would recommend for establishing the investment objectives and constraints for this account.

The Chandler team has designed the entire investment process, from the selection of benchmarks through portfolio construction and security selection, to promote the City's objectives of safety, liquidity, and return. The first step is identifying the City's specific objectives, both qualitative and quantitative, for safety, liquidity, and return. Our approach to structuring the portfolio is designed to fulfill those requirements in a customized way.

Safety **-** Our strategies add value in a framework of risk management throughout the investment process including the establishment of specific client objectives, purchasing individual securities, and the reinvestment of maturing securities. Our focus on managing downside risk is equally as important as our focus on an investment's upside potential and proves especially valuable for protecting our clients' principal in a rising interest rate environment. We work to execute the investment approach by performing daily analysis of market conditions to identify opportunities and risks, and by conducting in-depth credit analysis through our successful credit review process to protect your funds from downgrades and potential losses because of the financial impairment of issuers.

In addition, the inclusion of high-quality US Treasury and federal agency securities, along with broad diversification by issuer, promote the objective of safety in the portfolio.[2]

Liquidity **-** We understand that second to safety, access to cash is the highest priority for a public investment program and the portfolio must be optimally structured to provide for both anticipated as well as unanticipated cash needs. We will assist the City to develop and maintain cash flow forecasts and managing liquidity. Liquidity is embedded into the portfolio structure using short-term credit instruments that mature on known cash flow dates, providing sufficient funds for net cash disbursements over the ensuing six to twelve months. Generally, all securities in the portfolio are highly liquid and available for sale, in case of any unexpected or immediate cash distribution. All securities will be held in the City's name in the custody of a third-party bank for efficient access.

Return **-** Yield, the third objective, is of less importance than safety and liquidity; nevertheless, we search diligently to add value at every stage in our process. Our approach is to purposefully segment the portfolio into two components—liquidity and reserve. The liquidity portfolio is customized to provide funds for disbursements as needed, in accordance with the client's direction to us. We manage the reserve portfolio, consisting of funds not currently needed for cash flow, to enhance expected earnings and long-term growth within the constraints of the client's risk profile and return objectives. Finally, we strive to find the best execution for each transaction, seeking multiple price quotations on all purchases and sales, adding to incremental earnings for the portfolio over time.

d. Do you have or would you recommend there be policy restrictions with respect to maturity, sector, quality, and coupon? Please describe your firm's decision-making process.

Chandler has the following recommendations with respect to maturity, sector, quality, and coupon.

Maturity

We believe the average maturity of each separate portfolio, as well as the longest permitted maturity, should reflect the client's goals, return objectives, and risk tolerances. We see our first task with a new client as understanding the client's specific objectives for its funds, which may include specially purposed

[2] *While our conservative investment approach promotes safety, investing in securities carries varying degrees of risk and we cannot guarantee safety of principal.*

funds such as capital projects, bond proceeds, and debt service reserves. Each separate account may require its own investment strategy, which, in aggregate, will contribute to an optimal investment program that meets the entity's needs. When that understanding is achieved, we establish a target maturity and duration for each account under our management.

Sector

We recommend having the broadest allowable Policy language regarding sector allocation, within which the adviser can employ to select the optimal sector distribution, given the circumstances at the time of investment. Further, we believe in "sector rotation," defined as changing the sector allocation over time as the value of various sectors rises and falls.

Credit Quality

We employ a rigorous credit analysis process that helps us identify investment opportunities in securities that are appropriate for the prudent investment of public funds. Our investment professionals recommend securities from an *Approved Issuer List* based on internal research, fundamental analysis, and relative value considerations. Moreover, we believe that each client should establish credit quality constraints that reflect the risk preferences of stakeholders, and these constraints may be more conservative than state legal requirements that govern investments. Within that framework, we will purchase securities that our credit and value analyses have identified as being appropriate for the City's portfolio and have relative value.

Sector Allocation

Our sector allocation process is based on the belief that portfolios are more robust and prepared for unforeseen events if they have a well-diversified exposure to high quality fixed income securities. Using the output of the Sector Committee, we will determine the allocation to asset classes that we believe will provide the best economic opportunities and protection for the portfolio. We are able to add considerable value through rotating sectors as market conditions evolve and our outlook changes, thus identifying best relative value at time of purchase in order to capitalize on current market opportunities.

Decision-Making Process

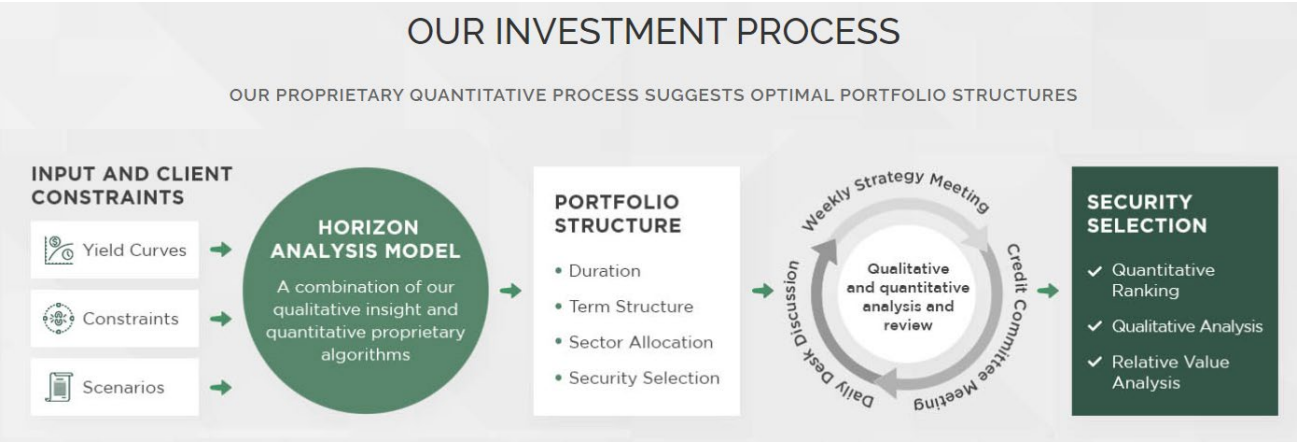
Horizon Analysis Model and credit review/security selection provide a quantitative foundation for Chandler's portfolio construction process. In addition, the investment management team subscribes to a variety of private research providers including BCA Research, Oxford Economics, Egan Jones, and CreditSights to augment the overall research efforts of the firm. The team keeps abreast of sell-side research from a broad group of domestic and international investment banks. These tools not only provide data for our investment processes but ensure that our clients have access to the most current and relevant market information. Chandler's professionals also conduct research projects on an ad hoc basis on issues concerning our industry and our clients, such as changes in the brokerage world, studies on how legislative changes impact our clients, and research on new sectors or investment structures as appropriate for our clients' portfolios.

Proprietary Tools and Best-in-Class Resources for Portfolio Constructions

Chandler's proprietary ***Horizon Analysis Model*** is the quantitative foundation for the portfolio construction process. The model enables our portfolio management team to integrate their research into the portfolio management process in a disciplined and repeatable way. Inputs to the model include:

1. Current yields on Treasury, agency, and corporate securities
2. Specific client constraints, such as maturity restrictions and maximum sector exposure; and
3. Nine different probability-weighted forecasted interest rate scenarios that may occur at the six-month horizon date. Our analysis of current macroeconomic conditions is one of the factors we consider as we develop the nine scenarios that comprise the third input to the model.

Chandler's Investment Process



Through an iterative process, the model generates the "optimal portfolio structure" (duration, maturity distribution, and sector allocation), which we define as the portfolio that achieves a return greater than the benchmark in each of the nine scenarios. That is, the model generates a portfolio structure that we expect will outperform the portfolio's benchmark over a wide range of possible future interest rate movements. The Investment Team then evaluates the optimal portfolio structure and using their expertise and judgement, may make adjustments as they begin the construction of the portfolio. This combination of a rigorous quantitative structure and experienced qualitative oversight is a hallmark of all Chandler's portfolio management activities.

Periodic Rebalancing – With the passage of time, portfolio characteristics tend to drift away from the desired structure. For that reason, the team reruns the *Horizon Analysis Model* monthly reevaluates the optimal portfolio structure and rebalances to obtain the desired sector allocation and duration target as market conditions change. In addition, the benchmarks used by our clients for performance measurement are reconstituted monthly; therefore, we realign our portfolios with these benchmarks. As part of our active management approach, we will also rebalance when we find securities of superior value in terms of expected return or reduced risk or to adjust the credit quality of a holding for the portfolio.

e. Describe in detail your process of credit risk management, including how you analyze credit quality, monitor credits on an ongoing basis, and how you would report credit to the City.

Credit Analysis and Security Selection

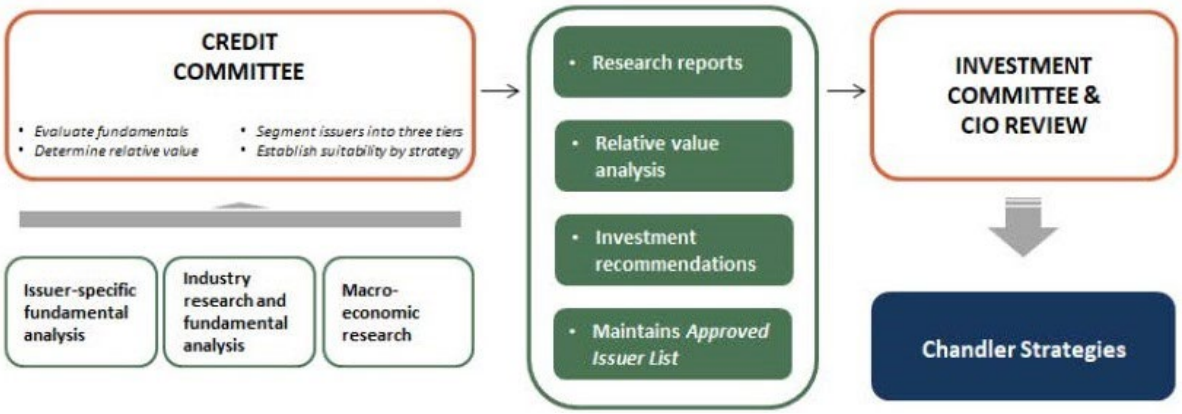
Chandler conducts credit research in a team environment comprised of investment professionals as part of the firm's *Credit Committee*. **William Dennehy, CFA,** *Co-CIO* and is the chair of the *Credit Committee* which also includes additional members of the investment team. The firm's proprietary credit research process identifies stable and improving credits to include in client portfolios. Although the Nationally Recognized Statistical Rating Organizations ("NRSROs") typically determine the initial eligibility of a

security, Chandler does not rely on these ratings to determine whether a security is suitable for a Chandler portfolio. Chandler's *Credit Committee*, with input from the entire investment team further vets the suitability of an investment based on our own internal research and a thorough understanding of each client's investment objectives and risk tolerances. This combination of qualitative and quantitative analysis enables the team to identify and invest in securities consistent with our clients' objectives of safety[3], liquidity, and return.

The dynamic nature of the process also provides the team with the ability to detect weak and deteriorating credits, which may be removed from client portfolios and Chandler's *Approved Issuer List*. In determining the suitability of a security, the *Credit Committee* analyzes company fundamentals with a focus on relative balance sheet strength and the overall earnings outlook of the issuer, paired with Chandler's view of the forward-looking macro-economic environment. After the fundamental outlook of an issuer has been ascertained, the *Credit Committee* focuses on the relative value of current and historical spreads of both the issuer and its industry sector. Chandler's internal credit process is designed to identify and evaluate changing fundamentals and the current relative value of issuers versus sector peers.

The *Credit Committee* meets regularly to rank corporate issuers into three tiers and categorizes those securities based on individual client risk tolerance and policy guidelines. Each sector and issuer is reviewed at a minimum of once per quarter, or four times per year. The goal is to be proactive in identifying and investing in stable and improving credits, and in avoiding deteriorating credits.

Chandler's Credit Review Process



In addition to the formal Credit Committee meetings, all credits are monitored on a continuous basis. The Credit Committee monitors the overall news flow on each issuer on our approved list (i.e. earnings, press releases, management presentations or conferences, ratings changes, etc.). The gathered information is distributed to the entire investment management team daily. In the event the fundamentals of the underlying security change, the Credit Committee may act to add or remove the issuer from our approved credit list or move it within the appropriate tier.

[3] *While our conservative investment approach promotes safety, investing in securities carries varying degrees of risk and we cannot guarantee safety of principal.*

f. Describe your firm's trading methodology.

Chandler will execute approved securities transactions on a transparent and highly competitive basis, in accordance with our commitment to best execution. As part of this process, we seek a broad range of security trading partners that provide a high level of market liquidity and product inventory. A minimum of three quotations is sought and documented on trade tickets and are reported to clients at the time of execution. The winning seller delivers securities directly to your custodian bank, using standard delivery-versus-payment procedures.

In seeking best execution, we "block" trades for a number of clients, where possible, and then allocate the trades to individual portfolios, using an allocation process designed to treat all clients fairly in the transaction. We execute transactions through online trading platforms, such as Bloomberg and MarketAxess, or directly through individual brokers with the goal of seeking competitive executions.

g. Describe your research capabilities as they would pertain to the City's portfolio. What types of technical analysis do you use?

Chandler devotes considerable resources to enhancing our own in-house capabilities and evaluating research from outside sources, which we incorporate into our own proprietary processes. Aided by inputs from the different investment committees, decisions are made by the investment team regarding duration positioning, sector allocation, term structure, and issue selection within the firm's macro view of the economic environment and broad-based view on interest rates and leading economic indicators. The investment team then incorporates these decisions as they apply to each individual portfolio. As our primary focus is on the management of fixed income securities for public agencies, the firm's analytical rigor is dedicated to the investment types we purchase on behalf of our clients – US Treasuries, Federal Agencies, corporate bonds, commercial paper, negotiable CDs, and asset-backed/mortgage-backed securities, as well as the value identified between sectors and individual issuers.

Chandler conducts 100% of its research in-house. Internally developed, proprietary tools such as our ***Horizon Analysis Model*** and **credit review/security selection** provide a quantitative foundation for Chandler's portfolio construction process. In addition, the investment management team subscribes to a variety of private research providers including BCA Research, Oxford Economics, Egan Jones, and CreditSights to augment the overall research efforts of the firm. The team keeps abreast of sell-side research from a broad group of domestic and international investment banks. These tools not only provide data for our investment processes but ensure that our clients have access to the most current and relevant market information. Chandler's professionals also conduct research projects on an ad hoc basis on issues concerning our industry and our clients, such as changes in the brokerage world, studies on how legislative changes impact our clients, and research on new sectors or investment structures as appropriate for our clients' portfolios.

In addition to our internal research tools and capabilities, the following external systems and software support our trading, portfolio accounting and client reporting:

a. *PAM for Securities Accounting system (Princeton Financial Systems)*- Main source of record where all portfolio transactions are stored. Holdings information are based on the transactions entered. Also stores SMF records, pricing, ratings, performance calculations, and other supporting data.
b. *SQL Database*- Stores enterprise operational data such as account information, reporting/configuration, credit/index information, etc. Also stores copies of PAM data.

Main source of information for 95% of our reporting. Remaining information comes from PAM, Access, or Bloomberg AIM reports.

c. *SQL Reporting/Report Manager*- Main application that creates, automates reports, and displays reports.
d. *Bloomberg AIM - Order Management System*. Imports holdings information from PAM and sends trading transactions to PAM. Also gets trade ticketing information, allocations, OASYS, settlement instructions enrichment. Compliance system used for pre-trade, post-trade, and end-of-day compliance testing and straight-through processing of investment transactions.
e. *Bloomberg AIM - Investment Manager.* The Bloomberg AIM system provides seamless data integration that compliance, as well as post-trade automation such as trade and security master file (SMF) data automatically sent to our accounting system. Its compliance monitoring features will calculate and monitor asset class exposure, as well as issuer size and concentration limits, as well as compliance with the City's investment guidelines and legal requirements.

   Effects of Security Purchases/Sales. Bloomberg AIM also allows the portfolio manager to test the effects that new securities will have on an existing portfolio. For example, the team can propose a trade in Bloomberg AIM, and determine what impact the position will have on the portfolio's overall duration. In addition, we can perform an analysis on how a portfolio will be affected given a specified change in interest rates to ensure the portfolio will continue to meet the objectives of the portfolio. We also can see the impact of security transactions on the portfolio not only from a portfolio management standpoint but also the implications to the accounting such as the gain/loss of a security sale.
f. *Electra Reconciliation System and Data Retrieval Services* – Custodian to PAM reconciliation system. Gathers and consolidates bank and manager data each night/morning, as it becomes available.
g. *OASYS*- Product by OMGEO that communicates trade allocations to other participating OASYS brokers.
h. *Confirm/Affirm*- Product by OMGEO where the details of trades are communicated between the broker and Chandler to achieve settlement. This helps streamline settlements and notifies parties when trades details do not match.
i. *Salesforce CRM* – Contact management, portfolio settings, report distribution settings.

The City is not required to purchase any additional programs or software that is utilized for services under this engagement, relieving the need for to allocate capital for portfolio optimization, policy compliance, financial reporting, and other crucial aspects of managing your funds.

h. Describe the firm's approach to managing relationships with the broker-dealer community.

The Investment Management Team maintains an active, productive relationship with the broker/dealer community in order to promote an ongoing flow of market information and to execute trades for our clients at competitive prices. On a given day, various factors may combine to generate the best price for a given transaction, including current dealer inventories, dealer profit/loss positions, and individual

dealer sentiments about the market. No one dealer will consistently provide best execution. For that reason, we consistently place several dealers in competition and continuously monitor and compare inventories and prices.

Given that all of our transactions are executed using "delivery-versus-payment" (DVP) procedures, the firm's broker/dealer selection and retention process centers primarily on transactional risk. Thus, our internal criteria for reviewing and monitoring broker/dealers for approval and retention include:

1. Competitive pricing
2. Trade execution efficiency
3. Consistency of coverage
4. Quality and breadth of product inventory
5. Willingness to make a two-way market

We monitor financial news for any indication of financial weakness or diminishing participation in our markets. In addition, we are concerned with broker/dealer integrity and capitalization. The Financial Industry Regulatory Authority (FINRA) provides an on-line BrokerCheck System, which we use to review the credentials and regulatory background of each broker/dealer firm and the employees with whom we trade.

7. PORTFOLIO MANAGEMENT

a. Are portfolios managed by teams or one individual?

Chandler manages portfolios in a team environment ensuring that all investment team members and client service personnel are familiar with your portfolio. This team approach ensures that there will always be professionals available who are knowledgeable about your portfolio management needs and provide continuity of the investment program. The City will have direct face-to-face, phone and email interactions with the portfolio managers in addition to the rest of the investment management team. Successful implementation of the firm's investment process is not dependent upon any one individual, as all of our portfolio managers have research, trading and management responsibilities, which benefit all of our client accounts. In addition, our client service personnel are adept at handling the non-investment needs of the engagement and will escalate any issues and route them through the correct channels, if necessary.

b. What is the average number of accounts handled per manager?

Chandler manages portfolios in a team environment ensuring that all investment team members are familiar with your portfolio. There will always be professionals available who are knowledgeable about your portfolio management needs, during and after market hours. The City will have direct face-to-face, phone and email interactions with the portfolio managers in addition to the rest of the Investment Management team. As of December 31, 2021, the investment team managed an average of 25 accounts per team member. We have a comprehensive plan in place to add staff members as we add assets under management. Our goal is to maintain the high level of performance and service that is one of the hallmarks of our firm.

Professional Biographies for Chandler's professionals are included in the **Appendix**.

c. Which professional staff member will be the primary client contact for the City?

The primary contact for the City of Dublin engagement will be l **Neil Murthy,** *Relationship Manager*, located in our Walnut Creek offices. Chandler has been a California-headquartered firm since our inception, and all investment management, operations, compliance, and executive administrative functions will be performed at the firm's corporate headquarters in Southern California.

William Dennehy, CFA
Co-CIO
6225 Lusk Boulevard
San Diego, California 92121
Direct: 858.888.5087
wdennehy@chandlerasset.com

Neil Murthy
Relationship Manager
2121 North California Boulevard,
Suite 290
Walnut Creek, California 94596
Direct: 858.245.4869
amurthy@chandlerasset.com

Chandler Asset Management
Toll-Free: 800.317.4747
info@chandlerasset.com
www.chandlerasset.com

d. How frequently do you recommend meeting with us?

Chandler will continue to communicate proactively with the City, including attending investment meetings with your finance staff, City Manager, and Council, as well as offering availability for any additional matters by phone or in person.

We have developed a regular schedule of outreach and in-person client meetings that we design to meet your preferences. At the formal meetings, we prepare presentations, which include market information, current and proposed investment strategies, portfolio characteristics, performance, and expectations for the coming quarter. This format is designed to promote discussion between our team and your staff. Members of the investment management team as well as your relationship manager regularly attend these meetings. The City has become familiar with several of Chandler's professionals, both in an investment management capacity as well as part of its client service delivery. Chandler's professionals excel at the type of communication required to provide full transparency of your investment portfolio, assisting with translating the details of the entire investment program efficiently and effectively to the board, committees, and the public at large.

In addition, we will continue to communicate regularly via email to our clients with updates which include:

- Weekly economic updates provide a concise summary of economic and market news of the current week, key economic indicators, as well as topics for the next weeks' economic data releases. The update is sent via email to clients and interested parties each Friday;
- Monthly newsletter that includes a market summary, treasury yield curve graph and monthly percent changes, as well as economic data and statistics; and
- Ad hoc emails and communication such as Fed rate news, education pieces, white papers, technology, and product updates.

- We are available for consultation for members of the City Council to discuss any area of the City's investment program or current market conditions.

e. Describe procedures used to ensure that portfolios comply with client investment objectives, policies, and bond resolutions.

Chandler uses robust order management ("OS") and portfolio compliance software from **Bloomberg AIM** for ensuring compliance with client objectives, policies and legal requirements on a pre-trade, post-trade and end-of-day basis. At the inception of an engagement, a compliance officer codes each element of the investment policy and guidelines into the Bloomberg system. Since each trade originates in the system, pre-trade compliance testing is generated each time a portfolio manager prepares to execute a transaction. The system prohibits execution of the trade if it does not comply with your investment policy. If an "alert" is triggered for non-compliance, it cannot be overridden by an investment manager, and is escalated for review by compliance professionals.

Oversight of portfolio compliance and trade order management is conducted by Chandler's dedicated Compliance Department, headed by Chief Compliance Officer Joseph Kolinsky, and which functions separately from the portfolio management team under the appropriate segregation of duties. As a part of our regular process of policy and guideline monitoring, we provide clients with a monthly detailed Statement of Compliance, based on our complete review of our clients' investments. This report details adherence to requirements such as permitted investments, minimum credit quality, maximum maturities, and concentration limits. This Statement also serves as an effective means of reporting compliance to the governing body.

In the event of a compliance violation, the details and actions taken to correct the violation would be detailed in this report.

Further procedures to ensure compliance with state laws, your investment policy, objectives, and directives include:

- A daily reconciliation of transactions and cash balances with custodian information.
- A month-end review of the portfolio to confirm compliance with the Investment Policy.
- A comprehensive weekly process to ensure credit quality meets your policy standards as well as our strict quality requirements.
- A portfolio structure that satisfies liquidity objectives with short-maturity securities and return objectives with higher duration investments.
- Frequent communication between our team and yours to help us stay informed of any new developments that may modify your objectives.
- Meetings with your staff as frequently as you choose to provide additional opportunities to review portfolio composition and performance at a high level.

Through Bloomberg AIM's integration, Chandler optimizes its workflow automation and improves synchronicity with our clients' internal accounting and portfolio management systems for more centralized and efficient operations. The Bloomberg AIM system provides seamless data integration that improves trading and compliance, as well as post-trade automation such as trade and security master

file (SMF) data automatically sent to our accounting system. Its compliance monitoring features calculates and monitors asset class exposure, as well as issuer size and concentration limits, as well as compliance with the City's investment guidelines and legal requirements.

8. PORTFOLIO REPORTING

a. Please describe how you typically report performance.

Reports will be prepared in accordance with state law and the Governmental Accounting Standards Board (GASB), and are compiled to meet your specific needs. Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®), and prepares and presents its performance in compliance with these standards. Chandler is independently verified by ACA Performance Services for firm-wide GIPS® compliance.

Chandler utilizes the software of *PAM for Investments*, a State Street Company to perform investment accounting and reporting. Using PAM as the investment book of record for our clients, we generate comprehensive monthly statements and performance reports, which clients receive no later than the third business day following month-end.

Chandler measures portfolio performance monthly and quarterly on a total return basis, providing a complete snapshot of the outcomes resulting from investment decisions since total return measures the percent change in the value of a portfolio over a defined historical period. The total return of the portfolio is compared to carefully selected benchmarks which have been selected in collaboration with clients as the appropriate metric for assessing performance relative to their risk tolerances and investment objectives.

Our standard reports currently include purchase yields and portfolio total rate of return compared to the benchmark return for periods of one month, the most recent quarter, year to date, one year, three years, five years, ten years and since inception.

To ensure integrity, we receive daily pricing of securities from Interactive Data Corporation, Inc. (IDC). In the rare instance that a security is not priced by IDC, we use an alternative pricing source, such as TRACE, Bloomberg, custodian valuation, etc., to determine reasonable fair market value. Our operations team also performs daily reconciliation of transactions and cash balances with our clients' custodians.

b. Please provide performance history for the past five years for current accounts comprised of securities with maturities, quality, and sectors similar to those of City of Dublin. Indicate whether your returns are calculated and compiled in accordance with the Global Investment Performance Standards. If not, how does the performance presentation differ?

Chandler develops and implements portfolio strategies that are tailored to meet the exact needs of each client. Portfolios with similar characteristics are grouped into composites for the purpose of computing and reporting GIPS-compliant performance results.

The following table presents returns on the Short Term Chandler composite that is currently utilized for the City for the one-, three-, five-, and ten-year periods ending December 31, 2022.

Chandler Composite Performance – Gross and Net of Fees

As of December 31, 2021

	One Year	Three Years	Five Years	Ten Years	Since Inception
Chandler Short Term Bond (gross) *(inception: 9/30/95)*	**-0.93%**	**2.65%**	**2.11%**	**1.62%**	**3.89%**
Chandler Short Term Bond (net)	**-0.87%**	**2.59%**	**2.05%**	**1.56%**	**3.83%**
ICE BofA 1-5 Year US Treasury & Agency Index	*-1.099%*	*2.41%*	*1.89%*	*1.35%*	*3.62%*

Based on Chandler's Short Term Bond composite as of 12/31/2021. Performance results are presented gross and net of fees. Net returns are 6 basis points (0.06 of 1%) proposed for a $240 million portfolio and are hypothetical and not based on an actual client's account. The performance has been calculated using historical composite performance. Gross performance does not reflect payment of advisory fees and other expenses which will reduce performance. Past performance is not a guarantee of future results. All investment strategies have the potential for profit or loss. Market conditions or economic factors may alter the performance and results of a portfolio. Investment advisory fees are disclosed in the firm's form ADV, Part 2A. Performance for periods greater than one year is annualized. Please see GIPS Composite Reports in the Appendix. For one-on-one presentation only.

Chandler develops and implements portfolio strategies that we tailor to meet the needs of public agency clients. We group portfolios with similar characteristics into composites for the purpose of computing and reporting GIPS®-compliant total return performance results. GIPS® represent an industry-wide standard for performance calculation and reporting which facilitates comparison among investment firms. Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®). Chandler is independently verified by ACA Performance Services for firm-wide GIPS® compliance. A copy of the firm's most recent *GIPS® Verification Letter* is included in the **Appendix**.

c. Do your reports conform to State reporting standards? Are you willing to customize your reports to meet our specifications?

We can provide comprehensive reporting that will be tailored to meet the City's unique needs, as well as meet the demand of the marketplace. While our performance measurement software and data sources are from outside vendors, our reporting capabilities are based on a proprietary reporting tool, and so we can customize reports for our clients.

The reports that Chandler provides to you will provide transparency of your portfolio, and will assist your staff with their accounting duties, alleviating and even eliminating intermediary steps required to compile internal reports. We can provide comprehensive reporting that is tailored to meet the City's unique needs, as well as meet the competitive demand of the marketplace.

Online Client Portal: Chandler's *Client Portal* is the custom computer-based analytical tool that provides clients with secure access to a variety of digital files, including customized reports, trade tickets, and documents, as well as the ability to download daily transactions and holdings, historical monthly statements, and quarterly reports. The *Portal* offers online access, and is also designed to be viewed on mobile devices. Reports can be downloaded in Excel format and easily mapped and integrated into your internal reporting requirements, aggregating your data for effective analysis and improving your operational efficiencies. Access to the *Chandler Client Portal* is available to individual contacts selected by the client, and is accessible 24 hours a day, 7 days a week.

Monthly Statements: We provide monthly portfolio accounting and performance statements as part of our regular services. Each monthly statement begins with a one-page management summary of portfolio characteristics that provides a thorough overview of the portfolio, including performance relative to the selected benchmark(s), followed by a statement of compliance. A detailed asset listing, including cost, book, and market values, a transaction ledger, an earned interest report, and a cash flow report follow the summary page.

Monthly statements are accessible on the *Chandler Client Portal*. Clients receive an email notification stating that the statement is available for download no later than the *third business day* following month-end.

Quarterly Reports: We also provide quarterly investment reports in a format designed to facilitate discussion between Chandler investment professionals and the City's staff. The report presents portfolio characteristics, return, compliance and a summary of accounts under management using graphs, charts, and illustrations in a format that is effective for management, elected officials and interested members of the public. We provide this report for our regular meetings with the City.

Reports will be prepared in accordance with state law and the Governmental Accounting Standards Board (GASB), and are compiled to meet your specific needs. Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®), and prepares and presents its performance in compliance with these standards. Chandler is independently verified by ACA Performance Services for firm-wide GIPS® compliance.

Chandler provides monthly portfolio accounting and performance statements as well as mark-to-market fair value pricing for securities in accordance with GASB 31. We provide a GASB 40 report to all governmental clients, which provides the information needed to prepare the required fiscal year-end portfolio risk assessment, and we will be able to assist the City in drafting the narratives for GASB notes.

We have developed a GASB 72 report which is available by fiscal year-end. The GASB 72, Fair Value Measurement and Application, issued in February of 2015, requires government investments to be measured at fair market value. It also requires disclosures regarding how fair value was measured, what hierarchy the investment fits into, and any special valuation processes used.

Chandler's investment and operations professionals remain dedicated to staying in front of all GASB pronouncements, interpretations, and implementation guidelines as they affect our government clients from a reporting and compliance perspective.

Please see Chandler's *Sample Monthly Statement and Quarterly Report* in the **Appendix**.

d. How will you notify us of investment transactions?

Chandler can send you documentation of investment transactions daily, including competitive bidding procedures documented on trade tickets.

e. Are confirmations of investment transactions sent directly by the broker/dealer to the client?

The broker will provide you with trade confirmation generally a few days after the transaction.

9. REFERENCES

a. Provide a list of at least five client references in California. References should be public agencies with portfolio size and investment objectives similar to those of the City. Include length of time managing the assets, contact name, and phone number. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Chandler Current Client References

Client	Contact Information	Dates of Service	AUM*	Type of Account(s)
City of Merced 678 W. 18th Street Merced, CA 95340	Venus Rodriguez *Finance Officer* Ph: (209) 385-8547 rodriguezv@cityofmerced.org	2018-present	$262 M	Investment management of operating funds in the 1–5 year strategy.
City of Tracy 333 Civic Center Plaza Tracy, CA 95376	Raymond McCray *Treasurer* Ph: (209) 831-6843 ray.mccray@ci.tracy.ca.us	1999-present	$144 M	Investment management of operating and bond proceeds funds in the 0-3 year strategy.
City of Cupertino 10300 Torre Avenue Cupertino, CA 95014	Kristina Alfaro *Authorized Representative* Ph: (408) 777-3200 kristinaa@cupertino.org	2018-present	$140 M	Investment management of operating funds in the 1–3 year strategy.
City of Danville 510 La Gonda Way Danville, CA 94526	Joseph Calabrigo *Town Manager* Ph: (925) 314-3302 jcalabrigo@danville.ca.gov	1995-present	$80 M	Investment management of operating and bond proceeds funds 3 month and 1–3 year strategies.
City of San Leandro 835 East 14th Street San Leandro, CA 94577	Susan Hsieh Finance Director Ph: (510) 577-3323 shsieh@sanleandro.org	2004-present	$111 M	Investment management of operating funds 1–3 year strategy.

**Chandler assets under management as of 12/31/2021. This list only includes clients who have given permission to be listed. It is not known whether the listed clients approve or disapprove of Chandler, or the services provided.*

10. CONFIRMATION

Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

Chandler confirms the ability to meet the City's Standard Consulting Agreement. Chandler complies with the City's minimum insurance requirements at all levels. We have included our current Certificate of Insurance in the **Appendix.**

Standard Consulting Agreement

We have reviewed the City's *Professional Services Agreement* and do not have any exception to the proposed terms or conditions stated within the document. We respectfully request that Dublin includes our Proposed Additional Terms included in the Appendices.

Conflict of Interest

Chandler agrees that, for the term of this contract, no member, officer or employee of the City or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom. There are no conflicts of interest to formally report.

Equal Employment Opportunity

Chandler is an equal opportunity employer. Chandler's policy is to comply with all state and federal regulations relative to nondiscrimination in employment. Chandler provides equal opportunity to all applicable employees and applicants. Chandler does not discriminate in compensation or conditions of employment, including recruitment, hiring, promotion, benefits, demotion, training, transfer, discipline, or discharge, of any applicant or employee on the basis of race, citizenship, color, national origin, ancestry, religion, sex, age, medical condition, mental or physical disability, pregnancy, childbirth, marital status, registered domestic partner status, sexual orientation, transgender, gender identity, gender expression, U.S. veteran status, genetic characteristics, or any other consideration made unlawful by federal, state or local law. All such discrimination is unlawful, as well as contrary to Chandler's values.

In order to ensure equal employment opportunities for qualified applicants or employees with a disability, Chandler will make reasonable accommodations for the known physical or mental limitation unless undue business hardship would result. An applicant or employee who requires an accommodation to perform the job's essential functions should contact Firm Management and request such accommodation. The individual with the disability should specify what accommodation he or she needs to perform his or her job. If the accommodation is reasonable and will not impose an undue business hardship, Chandler will make the necessary change.

Chandler is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of Chandler and prohibits unlawful discrimination by any employee of Chandler. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. Any employee who believes they have been subjected to any form of unlawful discrimination should notify their supervisor, Human Resources, or any member of the Management Team. The complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Chandler will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If Chandler determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future

discrimination. Chandler will not retaliate against any employee filing a complaint and will not knowingly permit retaliation by management, employees, or co-workers.

Chandler aggressively recruits to attract top-caliber individuals to all levels of the organization. Vacant or new positions may be filled by either transfer or promotion of existing employees or by newly recruited or applied employees. Recruitment may be conducted through advertising, employment agencies, schools, employee referrals, or technical and trade referrals. Supervisors/managers will consider the most appropriate method of recruitment. All recruitment will be conducted in an ethical, professional, and non-discriminatory manner. Chandler provides equal opportunity to all applicants based on demonstrated ability, experience, and training in accordance with the company's Equal Employment Opportunity Policy.

EXHIBIT C

INDEMNIFICATION

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

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

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

3070368.1

EXHIBIT D

CITY OF DUBLIN'S INVESTMENT POLICY

See attached.

STATEMENT OF INVESTMENT POLICY FOR THE CITY OF DUBLIN

I. INTRODUCTION

This Statement of Investment Policy is intended to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City's objectives of safety, liquidity and return through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable status governing the investment of public funds.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City of Dublin, as set forth in the State Government Code, sections 53600 et seq., excluding any bond- related proceeds or reserves, which are governed by their bond indentures. Cash held by the City shall be pooled in order to more effectively manage City cash resources. All pooled funds are accounted for in the City's Comprehensive Annual Financial Report and include:

Funds

General Fund
Special Revenue Funds
Capital Project Funds
Internal Service Funds
Enterprise Funds
Agency Funds

This original investment policy was adopted by the City of Dublin (the "City"), on August 21, 2007. This update to the Policy is effective on September 1, 2021 and replaces any previous versions.

III. OBJECTIVES

The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. The primary objectives, in order of priority, of the City's investment activities shall be:

I) *Safety:* Safety of principal is the foremost objective of the investment program. The City's investments shall be undertaken in a manner that seeks to safeguard the principal of the funds under its control by maintaining an appropriate risk level.

2) *Liquidity:* The City's investment portfolio will remain sufficiently liquid to enable the City to meet its reasonably anticipated cash flow requirements.

3) *Return: Return* should become a consideration only after the basic requirements of safety and liquidity have been met. The City seeks to attain market average rate of return on its investments throughout economic cycles, consistent with constraints imposed by its safety objectives and cash flow considerations.

4) *Diversification:* The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. This shall also conform with applicable sections of the Government Code.

IV. DELEGATION OF AUTHORITY

As authorized in Government Code Section 53607, the City Council delegates the authority to invest funds of the City to the City Treasurer and/or any duly appointed Deputy City Treasurer. The City Treasurer and any duly appointed Deputy City Treasurer shall make all investment decisions and transactions in strict accordance with State law and this investment policy. The Administrative Services Director shall be designated as the City Treasurer and the City Manager and/or Assistant Administrative Services Director shall be designated as the Deputy City Treasurer. This delegation shall be for a one-year period until the delegation of authority is revoked or expires. The City Council may renew the authority each year as part of an annual review of this policy.

The City Treasurer shall establish procedures for the operation of the investment program. The City Treasurer shall be also responsible for all transactions undertaken and establishing a system of controls to regulate the activities of subordinates.

The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City. Authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. Such managers must be registered under the Investment Advisors Act of 1940.

V. PRUDENCE

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall acts as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Thus employees and officials involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the Deputy Treasurer shall file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Periodically as deemed appropriate by City Management and/or the City Council an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To the extent practical the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. It shall be the City's policy to purchase securities only from authorized institutions and firms. No deposit of public funds shall be made except in a qualified public depository as established by state laws.

Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers
2. Nationally or state chartered banks
3. The Federal Reserve Bank
4. Direct issuers of securities eligible for purchase

The Treasurer shall maintain procedures for the establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes. These may include primary or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-l (uniform net capital rule). The City requires each firm that will be used for the purchase or sale of securities to be evaluated by the Treasurer prior to any investments. The firms shall submit current financial statements, and annual audited financial statements each year thereafter, which are to be evaluated by the Treasurer. At a minimum, the firm must be financially sound and have been in business a minimum of three years. In addition, the firms must provide: proof of National Association of Security Dealers membership, proof of state registration or exemption, and certificate of having read the City's investment policy.

If an investment adviser is retained by the City, then that adviser will be permitted to use their own list of approved broker/dealers and financial institutions for investment purposes.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by Government Code, Sections 53600 et seq. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased. Any investment currently held at the time the Policy is adopted which does not meet the new Policy guidelines can be held until maturity, and shall be exempt from the current Policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current Policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

1. United States Treasury Issues. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category. The maximum maturity of these securities is five years.

2. Federal Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government- sponsored enterprises. There is no limitation as to the percentage of the portfolio that may be invested in this category. However, the portfolio's exposure to any one federal agency issuer is limited to 35 percent of the overall portfolio. The limit of the overall portfolio's exposure to callable federal agency securities is 25 percent. The maximum maturity for agency securities is five years.

3. Bankers' Acceptances. Bankers' acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank. Bankers' acceptances must be secured by the irrevocable primary obligation of the accepting domestic bank. Purchasers are limited to issuers whose short-term debt is rated "A-1" or higher, or the equivalent, by a Nationally Recognized Statistical-Rating Organization (NRSRO). Bankers' acceptances cannot exceed a maturity of 180 days. A maximum of 40 percent of the portfolio may be invested in this category. The amount invested in bankers' acceptances with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio.

4. Commercial Paper. Commercial paper of "prime" quality rated "A-1" or higher, or the equivalent, by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (A) or paragraph (B):

   (A) The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars ($500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.

   (B) The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of 270 days or less and not represent more than 10 percent of the outstanding paper of an issuing corporation. A maximum of 25 percent of the portfolio may be invested in this category. Under a provision of the California Government Code sunsetting on January 1, 2026, no more than 40 percent of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000. The amount invested in commercial paper of any one issuer in combination with any other debt from that issuer shall not exceed 20 percent of the portfolio.

5. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCDs) 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. Purchases are limited to institutions which have long-term debt rated "A" or better and/or have short-term debt rated at least "A-1" or higher, or the equivalent by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category. The amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio. The maximum maturity of these securities is five years.

6. Time Certificates of Deposit. Time Certificates of Deposit (TCDs) placed with commercial banks and savings and loans. The purchase of TCDs from out-of-state banks or savings and loans is prohibited. The amount on deposit shall not exceed the shareholder's equity in the financial institution. To be eligible for purchase, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation, as provided Government Code Section 53635.2. TCDs are required to be collateralized as specified under Government Code Section 53630 et. seq. The Treasurer, at his discretion, may waive the collateralization requirements for any portion that is covered by federal (FDIC) insurance. The City shall have a signed agreement with the depository per Government Code Section 53649. The maximum maturity of these securities may not exceed one (1) year in maturity. A maximum of 10 percent of the portfolio may be invested in this category.

7. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that,

   a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
      1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
3. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
   1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
   3. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

c. No more than 20% of the total portfolio may be invested in these securities.
   .

8. State of California Local Agency Investment Fund (LAIF). The City may invest up to the maximum as permitted by LAIF. For due diligence, the Treasurer shall maintain on file a copy of LAIF's current Answer Book.

9. California Asset Management Program (CAMP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (n), inclusive of Government Code Section 53601. For due diligence, the Treasurer shall maintain on file a copy of CAMP's current Information Statement.

10. Medium Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated "A" or higher, or the equivalent, by a NRSRO. A maximum of 30 percent of the City's portfolio may be invested in this category and a maximum of 5 percent with any one issuer. The maximum maturity of these securities is five years.

11. Asset-Backed, Mortgage-Backed and Collateralized Mortgage Obligation Securities. The City may purchase such securities provided that they are rated

"AA" or higher, or the equivalent, by a NRSRO. Purchase of securities authorized by this subdivision may not exceed 20 percent of the portfolio, and a maximum of 5 percent per issue. The maximum maturity of these securities is five years.

12. Municipal Securities. Obligations of the State of California, any of the other 49 states, or any local agency within the state of California, may be purchased by the City provided that long-term obligations are rated "A" or higher, or the equivalent, by at least one NRSRO. There are no limits on the dollar amount or percentage that the city may invest in municipal securities; however, investments in these securities are limited to a maximum of 5 percent with any single issuer. The maximum maturity of these securities is five years.

13. Supranationals provided that issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of “AA” or its equivalent by a NRSRO. No more than 30% of the portfolio may be invested in these securities, and no more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

X. AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy. Notwithstanding the provisions of Policy, the percentage or dollar portfolio limitations listed in elsewhere in this Policy do not apply to bond proceeds. In addition to the securities listed in Section IX above, bond proceeds may be invested in structured investment products if approved by the Treasurer.

XI. PROHIBITED INVESTMENT PRACTICES AND INSTRUMENTS

The City shall not make investments for the purpose of trading or speculation as the dominate criterion such as anticipation of appreciation of capital value through changes in market rates. Securities are purchased with the intent to hold to maturity.

Any investment in a security not specifically listed as an Authorized and Suitable Investment above, but otherwise permitted by the Government Code, is prohibited without the prior approval of the City Council. Section 53601.6 of the Government Code specifically disallows investments in invoice floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Under a provision of the California Government Code sunsetting on January 1, 2026, securities backed by the United States Government that could result in a zero or negative interest accrual if held to maturity are

permitted.

XII. REVIEW OF INVESTMENT PORTFOLIO

The City Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XIII. TERM OF INVESTMENTS

Funds of the City will be invested in accordance with sound treasury management principles. It is the objective of this Policy to provide a system which will accurately monitor and forecast revenues and expenditures so that the City can invest funds to the fullest extent possible.

The maximum maturity of individual investments shall not exceed the limits set forth in under Authorized and Suitable Investments. No investment shall exceed a maturity of five years from the date of purchase unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

XIV. INVESTMENT RISK

(A) MARKET RISK

Market risk is the risk that the portfolio will decline in value (or will not optimize its value) due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making some longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1) The maximum stated final maturity of individual securities in the portfolio shall be five years, unless otherwise stated in this policy;

2) The City shall maintain a minimum of three months of budgeted operating expenditures in cash, cash equivalents and short term investments; and

3) The duration of the portfolio will typically be approximately equal to the duration of a market index, selected by the City as its performance benchmark, which meets the City's needs for cash flow and level of risk tolerance plus or minus 20%.

(B) CREDIT RISK

In general, the City's portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions, such as credit risk. Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City shall mitigate credit risk by adopting the following strategies:

I) The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;

2) No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

3) The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or return of the portfolio in response to market conditions or the City's risk preferences; and

4) If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

a) Any actions taken related to the downgrade by the investment manager will be communicated to the City in a timely manner.
b) If a decision is made to retain the security, the credit situation will be monitored and reported back to the City.

XV. SAFEKEEPING AND CUSTODY

Investment securities are to be purchased when possible in book-entry form in the City's name. All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. All cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third party bank trust department,

acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the safekeeping institution listing all securities held in safekeeping with current market data and other information. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable. Term and non-negotiable instruments, such as certificates of deposit, can be held by the Treasurer, or in safekeeping as the Treasurer deems appropriate.

XVI. PERFORMANCE BENCHMARK

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. The Treasurer shall monitor and evaluate the portfolio's performance relative to market benchmark, which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a benchmark.

XVII. REPORT INFORMATION

The Treasurer shall prepare a report to the City Council not less than semi-annually which is available each year within 60 days following December 31st and June 30th. The semi-annual report shall be presented at a subsequent regularly scheduled City Council Meeting. The report shall be inclusive of a monthly listing of investment transactions. At a minimum the report shall include the following *(Revised 9-18-2012):*

a) Type of Investment
b) Issuer
c) Date of Maturity
d) Par and dollar amount invested
e) Current Market Value as of the date of the report
f) Source of the market value information
g) A list of investment transactions.
h) A statement of compliance with the investment policy
i) A statement as to the ability of the City to meet its expenditure requirements for the next six months

In addition, the City Treasurer will submit a monthly transaction report to the City Council.

XVIII. REVIEW OF INVESTMENT POLICY

This policy shall be subject to review by the City Council on an annual basis, by the second Council meeting in September. Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF TERMS

ACCRUED INTEREST: Interest earned but not yet received.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises. Examples of well-known agencies that issue bonds are Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"), Federal National Mortgage Association (FNMA or "Fannie Mae"), and the Federal Home Loan Bank.

AMORTIZATION: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

ASKED: The price at which securities are offered.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One basis point is one hundredth of one percent (.01).

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOND: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BOOK ENTRY: The system maintained by the Federal Reserve, by which most money market securities are delivered to an investor's custodial bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment.)

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

BROKER: A broker brings buyers and sellers together for a commission.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A deposit insured up to $100,000 by the FDIC at a set rate for a specified period of time.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER: An unsecured promissory note of industrial corporations, utilities and bank holding companies having assets in excess of $500 million and an "A" or higher rating for the issuer's debentures. Interest is discounted from par and calculated using the actual number of days on a 360-day year. The notes are in bearer form, mature from one to 270 days and generally start at $100,000. There is a secondary market for commercial paper and an investor may sell them prior to maturity. Unused lines of credit back commercial paper from major banks.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual financial report for the City. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). Supplemental information is also included including a detailed multi-year comparative statistics.

COST YIELD: The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD: The interest paid on an investment expressed as a percentage of the current price of the security.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, and to buy, sell, receive and deliver securities when ordered to do so by the account holder.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFI CATI0N: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD).

The corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FED WIRE: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or Freddie Mac): A United States government sponsored corporation.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass- throughs" is often used to describe Ginnie Maes.

HAIRCUT: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

INTEREST RATE: The annual yield earned on an investment, expressed as a percentage.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: Refers to the ability to easily and rapidly convert a security into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): The local Agency Investment Fund (LAIF) is a special fund in the California State Treasury created and governed pursuant to Government Code Sections 16429.1 *et seq.* There are limits on the maximum dollars deposited by a city as well as the number of transactions allowed each month.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in custody of the State Treasurer for investment and reinvestment.

MAKE WHOLE CALL: A type of call provision on a bond that allows the issuer to pay off the

remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold on a specific date.

MARKING TO MARKET: The process of posting current market values for securities in a portfolio.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTNs): Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET: The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short- term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

MORTGAGE PASS THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an

individually managed portfolio.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD): A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATIONS (NSROs); Credit rating agencies whose ratings are permitted to be used for regulatory purposes such as those imposed by the Securities and Exchange Commission.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit which can be sold in the open market prior to maturity.

NEW ISSUE: Term used when a security is originally "brought" to market.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PREPAYMENT SPEED: A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW: The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRUDENT PERSON (PRUDENT INVESTOR) RULE: A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in

a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

PURCHASE DATE: The date in which a security is purchased for settlement on that or a later date.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REALIZED YIELD: The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER: A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING: See CUSTODY.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors m securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds.

STRUCTURED NOTE: A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

TENNESSEE VALLEY AUTHORITY (TVA): The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River

valleys. TVA currently issues discount notes and bonds.

TIME CERTIFICATE OF DEPOSIT: A non-negotiable certificate of deposit which cannot be sold prior to maturity.

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.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year and are sold on a discount basis.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of I to 10 years.

U.S. GOVERNMENT AGENCIES: Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

VOLATILITY: The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

YIELD TO MATURITY: The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

YIELD CURVE: The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

ZERO-COUPON SECURITY: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

REQUEST FOR PROPOSALS

INVESTMENT ADVISORY SERVICES

City of Dublin

Proposals must be received by: April 15, 2022

Jay Baksa, Assistant Administrative Services Director
100 Civic Plaza
City of Dublin, CA 94568

Proposals will be evaluated on the following: a) responsiveness to the Request for Proposal questions, b) experience of the firm, c) experience and qualifications of the assigned individuals and d) Satisfaction of previous clients.

DUBLIN

Request for Proposal
For
Investment Advisory Services

PURPOSE

The CITY OF DUBLIN (hereinafter "City") hereby requests proposals from interested firms for the provision of investment management services (hereinafter "Services"), and will receive proposals in the City of Dublin, Administrative Services Department located at 100 Civic Plaza, Dublin, CA, 94568 on Friday, April 15, 2022, up to the hour of 5:00 PM Pacific Standard Time.

BACKGROUND

The City is located in Eastern Alameda County, approximately 35 miles southeast of San Francisco. The City was incorporated in 1982 with a population of 63,421 within 14.59 square miles. The City's Administrative Services Director serves as the City Treasurer, as delegated by the City Council, with the Assistant Administrative Services Director serving as the Deputy City Treasurer and together are responsible for making investment decisions and transaction is accordance with City's Statement of Investment Policy (Attachment B). The City's current investment portfolio is approximately $382 million, with funds being managed by both the City and the City's current investment manager.

SCOPE OF SERVICES

The City of Dublin is soliciting proposals from investment advisory firms for portfolio management services. The City's primary investment objective is to achieve a reasonable rate of return on public funds while minimizing the potential for capital losses arising from market changes or issuer default. Although the generation of revenue through interest earnings on investments is an appropriate City goal, the primary consideration in the investment of City funds is capital preservation in the overall portfolio. As such, the City's yield objective is to achieve a reasonable rate of return on City investments rather than the maximum generation of income, which could expose the City to unacceptable risk.

The portfolio is currently being both passively managed, by the City, with approximately $149 million, in both the California Local Agency Investment Fund ("LAIF") and the California Asset Management Program ("CAMP"), as well as actively managed by the City's current investment manager, with funds of approximately $233 million.

Specific services to be performed include but are not limited to the following:

1. Manage the City's portfolio with discretionary authority.
2. Assist the City with cash flows/maturity analysis.
3. Provide credit analysis of investment instruments in portfolio.
4. Provide monthly/quarterly/annual reporting of City funds you manage.
5. Attend quarterly meetings (in person or via teleconference) with City staff.

6. Attend City Council meetings in person or via teleconference when necessary.
7. Evaluate market risk and develop strategies that minimize the impact on the portfolio.
8. Provide assurance of portfolio compliance with applicable policies and laws.
9. Establish an appropriate performance benchmark.
10. Ensure that portfolio structure matches the City's objectives.
11. Perform broker/dealer due diligence and maintain relations with approved security brokers and dealers.
12. Review the City's Statement of Investment Policy and make recommendations for change as appropriate.
13. Answer questions from staff and provide general guidance in related areas.
14. Coordinate with the City's third-party custodian for safekeeping of securities.

Investment practices and procedures must comply with state law and the City's Statement of Investment Policy.

Experience and Qualifications

1. Investment Advisors must be currently registered as an Investment Advisor with the Securities and Exchange Commission and remain registered during the term of the contract. If required under California Law, Investment Advisors must also be registered with the California Department of Law and remain registered during the term of the contract. Investment Advisors must have completed, obtained and performed all registrations, examinations, approvals, authorizations, and consents required by any governmental authority for such engagements.

2. Investment Advisors are required to possess a minimum of five (5) years of experience in providing institutional investment advisory services.

3. Investment Advisors must have at least one billion dollars under advisement.

Process and General Conditions

1. Proposers shall submit proposals electronically to:

   Jay Baksa
   Assistant Administrative Services Director
   Email: Jay.baksa@dublin.ca.gov

Electronic copies shall be submitted by an emailed PDF

2. Deadline for submitting the proposal is **April 15, 2022** at 5:00 p.m.

3. The City will not pay for any costs incurred in preparation and submission of the proposals or in anticipation of a contract. The format of submittals is at the discretion of the Proposer. Each proposal shall be limited to a maximum of 30 pages, single-sided, using minimum 12-point font size. Page limit excludes a table of contents, tabbed dividers, and resumes for Consultant's team.

Schedule for RFP Process

March 29, 2022	Request for Proposals released
April 8, 2022	Deadline to submit questions to City of Dublin
April 12, 2022	Addendum posted, if required
April 15, 2022	Proposals are due no later than 5:00 PM on April 15 electronically addressed to Jay Baksa, Assistant Administrative Services Director, City of Dublin, to the email address: Jay.Baksa@dublin.ca.gov. Late submittals will not be accepted.
TBD	Interview firms (optional)
TBD	Consulting Services Agreement scheduled for approval by the Dublin City Council.

(Tentative dates, subject to change)

RFP Submittal Requirements

Please prepare and organize your Statement of Qualification based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Statement of Qualification. Please note however that the RFP submittal is limited to 3**0 pages maximum** single sided (excluding resumes), and should be submitted in 8 ½ x 11 format, in a 12-point font. Page limit excludes a table of contents, dividers, and resumes for Consultant's team.

Please format your response to this request in the following order to facilitate comparisons among respondents.

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide Investment Advisory Services. The person authorized by the firm to negotiate a contract with the City of Dublin shall sign the cover letter. Please include this cover letter within document and not as a separate page.

2. Firm Background and Organization

    a. Describe your organization, date founded, ownership and other business affiliations. Provide number and location of affiliated offices. Specify the number of years your organization has provided investment management service.

    b. Describe your firm's revenue sources (e.g., investment management, institutional research, etc).
    c. Within the past three years, have there been any significant developments in your organization (e.g., changes in ownership, new business ventures)? Do you expect any changes in the near future?

    d. Describe any U.S. Securities and Exchange Commission (SEC) censures or litigation involving your organization, any officer, or employee at any time.

e. Identify the types of accounts managed by your firm (e.g., government, pension, corporate, high net worth, and endowment/foundation).

f. Describe your firm's fiduciary liability and/or errors and omissions insurance coverage. Include dollar amount of coverage.

3. Staffing

a. Identify the number of professionals employed by your firm by classification.

b. Provide an organizational chart showing functions, positions, and titles of all the professionals in your organization.

c. Provide biographical information on investment professionals who will be involved in the decision-making process for the City's portfolio, including number of years at your firm. Identify the person who will be the primary portfolio manager assigned to the account.

4. Fees

a. Please include a copy of your firm's fee schedule applicable to this RFP.

b. Identify any expenses that would not be covered through this fee structure and would be required in order to implement the firm's program.

c. Please provide a statement of fees for such additional services as arbitrage rebate, or other related services.

d. Describe your firm's compensation policies for investment professionals.

5. Assets Under Management

a. Summarize your institutional investment management asset totals by category for your latest reporting period in the following table:

	Operating Funds	Other Funds (specify)
Governmental		
Other Institutional		

b. Provide the number of separate accounts whose portfolios consist of operating funds.

c. List in the following table the percentage by market value of aggregate assets under management for your latest reporting period:

Type of Assets	Percent by Market Value
U.S. Treasury securities	
Federal Agency obligations	
Corporate securities rated AAA-AA	
Corporate securities rated A	
Corporate securities rated BBB or lower	
Other	
Total	

d. Describe the procedures that your firm has in place to address the potential or actual credit downgrade of an issuer and to disclose and advise a client of the situation.

e. Provide data on account/asset growth over the past three years. Indicate the number of accounts gained and the number of accounts lost.

f. Provide a copy of the firm's most recent Form ADV, Parts I and II (including all schedules).

6. Investment Management Philosophy and Approach

a. Describe your firm's investment philosophy for public clients, including your firm's philosophy regarding average duration, maturity, investment types, credit quality, and yield. How would you apply your philosophy to the City of Dublin's portfolio?

b. What are your primary strategies for adding value to portfolios (e.g., market timing, credit research, trading)?

c. Describe the process you would recommend for establishing the investment objectives and constraints for this account.

d. Do you have or would you recommend there be policy restrictions with respect to maturity, sector, quality, and coupon? Please describe your firm's decision-making process.

e. Describe in detail your process of credit risk management, including how you analyze credit quality, monitor credits on an ongoing basis, and how you would report credit to the City .

f. Describe your firm's trading methodology.

g. Describe your research capabilities as they would pertain to the City's portfolio. What types of technical analysis do you use?

h. Describe the firm's approach to managing relationships with the broker-dealer community.

7. Portfolio Management

a. Are portfolios managed by teams or one individual?

b. What is the average number of accounts handled per manager?

c. Which professional staff member will be the primary client contact for the City?

d. How frequently do you recommend meeting with us?

e. Describe procedures used to ensure that portfolios comply with client investment objectives, policies, and bond resolutions.

8. Performance Reporting

a. Please describe how you typically report performance.

b. Please provide performance history for the past five years for current accounts comprised of securities with maturities, quality, and sectors similar to those of City of Dublin. Indicate whether your returns are calculated and compiled in accordance with the Global Investment Performance Standards. If not, how does the performance presentation differ?

c. Do your reports conform to State reporting standards? Are you willing to customize your reports to meet our specifications?

d. How will you notify us of investment transactions?

e. Are confirmations of investment transactions sent directly by the broker/dealer to the client?

9. References
   a. Provide a list of at least five client references in California. References should be public agencies with portfolio size and investment objectives similar to those of the City. Include length of time managing the assets, contact name, and phone number. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

10. Provide confirmation of your firm's ability to meet the City's Standard Consulting Agreement and insurance requirements. Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

As stated in the Process and General Conditions and Schedule for RFP Process sections above, proposals are due no later than **April 15 by 5:00pm. Any Proposal submitted after the stated deadline will not be accepted for consideration.**

Standard Consulting Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a time and materials fee basis for a specified scope of work. The term of the agreement will begin **July 1, 2022**

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

If the interested firm desires to take exception to the Agreement and/or insurance requirements, the interested firm shall clearly identify proposed changes to the Agreement and furnish the reason for these changes, which shall be included in the qualification. Exceptions will be taken into consideration in evaluating Proposals. Otherwise, the interested firm is to state in the proposal that the Agreement and insurance requirements are acceptable.

Consideration for exceptions will not be considered if not included in the submitted proposal.

Conflict of Interest

Proposer agrees that, for the term of this contract, no member, officer or employee of the City, or of a public body within Alameda County or member or delegate to the Congress of the United States, during his/her tenure or for one year thereafter, shall have any direct interest in the contracts or any direct or material benefit arising therefrom.

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

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

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

Equal Employment Opportunity

Proposer shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

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

Governing Law

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

Insurance Requirements

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

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

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP. Informal interviews may be conducted by City staff and may include more than one firm that has submitted a Proposal.

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

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

Selection of Consultant

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

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

Attachment A

Standard Consulting Services Agreement

(Removed for the purposes of the June 21, 2022
Regular City Council Meeting packet)

Attachment B

Statement of Investment Policy for the City of Dublin

STATEMENT OF INVESTMENT POLICY FOR THE CITY OF DUBLIN

I. INTRODUCTION

This Statement of Investment Policy is intended to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City's objectives of safety, liquidity and return through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable status governing the investment of public funds.

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City of Dublin, as set forth in the State Government Code, sections 53600 et seq., excluding any bond- related proceeds or reserves, which are governed by their bond indentures. Cash held by the City shall be pooled in order to more effectively manage City cash resources. All pooled funds are accounted for in the City's Comprehensive Annual Financial Report and include:

Funds

General Fund
Special Revenue Funds
Capital Project Funds
Internal Service Funds
Enterprise Funds
Agency Funds

This original investment policy was adopted by the City of Dublin (the "City"), on August 21, 2007. This update to the Policy is effective on September 1, 2021 and replaces any previous versions.

III. OBJECTIVES

The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. The primary objectives, in order of priority, of the City's investment activities shall be:

I) *Safety:* Safety of principal is the foremost objective of the investment program. The City's investments shall be undertaken in a manner that seeks to safeguard the principal of the funds under its control by maintaining an appropriate risk level.

2) *Liquidity:* The City's investment portfolio will remain sufficiently liquid to enable the City to meet its reasonably anticipated cash flow requirements.

3) *Return: Return* should become a consideration only after the basic requirements of safety and liquidity have been met. The City seeks to attain market average rate of return on its investments throughout economic cycles, consistent with constraints imposed by its safety objectives and cash flow considerations.

4) *Diversification:* The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. This shall also conform with applicable sections of the Government Code.

IV. DELEGATION OF AUTHORITY

As authorized in Government Code Section 53607, the City Council delegates the authority to invest funds of the City to the City Treasurer and/or any duly appointed Deputy City Treasurer. The City Treasurer and any duly appointed Deputy City Treasurer shall make all investment decisions and transactions in strict accordance with State law and this investment policy. The Administrative Services Director shall be designated as the City Treasurer and the City Manager and/or Assistant Administrative Services Director shall be designated as the Deputy City Treasurer. This delegation shall be for a one-year period until the delegation of authority is revoked or expires. The City Council may renew the authority each year as part of an annual review of this policy.

The City Treasurer shall establish procedures for the operation of the investment program. The City Treasurer shall be also responsible for all transactions undertaken and establishing a system of controls to regulate the activities of subordinates.

The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City. Authorized individuals acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. Such managers must be registered under the Investment Advisors Act of 1940.

V. PRUDENCE

Pursuant to California Government Code Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard: "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall acts as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. Thus employees and officials involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally, the City Treasurer and the Deputy Treasurer shall file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Periodically as deemed appropriate by City Management and/or the City Council an independent analysis by an external auditor shall be conducted to review internal controls, account activity and compliance with policies and procedures.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

To the extent practical the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. It shall be the City's policy to purchase securities only from authorized institutions and firms. No deposit of public funds shall be made except in a qualified public depository as established by state laws.

Institutions eligible to transact investment business with the City include:

1. Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers
2. Nationally or state chartered banks
3. The Federal Reserve Bank
4. Direct issuers of securities eligible for purchase

The Treasurer shall maintain procedures for the establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes. These may include primary or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-l (uniform net capital rule). The City requires each firm that will be used for the purchase or sale of securities to be evaluated by the Treasurer prior to any investments. The firms shall submit current financial statements, and annual audited financial statements each year thereafter, which are to be evaluated by the Treasurer. At a minimum, the firm must be financially sound and have been in business a minimum of three years. In addition, the firms must provide: proof of National Association of Security Dealers membership, proof of state registration or exemption, and certificate of having read the City's investment policy.

If an investment adviser is retained by the City, then that adviser will be permitted to use their own list of approved broker/dealers and financial institutions for investment purposes.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The City's investments are governed by Government Code, Sections 53600 et seq. Within the investments permitted by the Government Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event an apparent discrepancy is found between this Policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased. Any investment currently held at the time the Policy is adopted which does not meet the new Policy guidelines can be held until maturity, and shall be exempt from the current Policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current Policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

1. United States Treasury Issues. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. There is no limitation as to the percentage of the portfolio that may be invested in this category. The maximum maturity of these securities is five years.

2. Federal Agency Obligations. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government- sponsored enterprises. There is no limitation as to the percentage of the portfolio that may be invested in this category. However, the portfolio's exposure to any one federal agency issuer is limited to 35 percent of the overall portfolio. The limit of the overall portfolio's exposure to callable federal agency securities is 25 percent. The maximum maturity for agency securities is five years.

3. Bankers' Acceptances. Bankers' acceptances, otherwise known as bills of exchange or time drafts, that are drawn on and accepted by a commercial bank. Bankers' acceptances must be secured by the irrevocable primary obligation of the accepting domestic bank. Purchasers are limited to issuers whose short-term debt is rated "A-1" or higher, or the equivalent, by a Nationally Recognized Statistical-Rating Organization (NRSRO). Bankers' acceptances cannot exceed a maturity of 180 days. A maximum of 40 percent of the portfolio may be invested in this category. The amount invested in bankers' acceptances with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio.

4. Commercial Paper. Commercial paper of "prime" quality rated "A-1" or higher, or the equivalent, by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (A) or paragraph (B):

   (A) The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars ($500,000,000). (iii) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization.

   (B) The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of 270 days or less and not represent more than 10 percent of the outstanding paper of an issuing corporation. A maximum of 25 percent of the portfolio may be invested in this category. Under a provision of the California Government Code sunsetting on January 1, 2026, no more than 40 percent of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000. The amount invested in commercial paper of any one issuer in combination with any other debt from that issuer shall not exceed 20 percent of the portfolio.

5. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCDs) 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. Purchases are limited to institutions which have long-term debt rated "A" or better and/or have short-term debt rated at least "A-1" or higher, or the equivalent by a NRSRO. A maximum of 30 percent of the portfolio may be invested in this category. The amount invested in NCDs with any one financial institution in combination with any other debt from that financial institution shall not exceed 20 percent of the portfolio. The maximum maturity of these securities is five years.

6. Time Certificates of Deposit. Time Certificates of Deposit (TCDs) placed with commercial banks and savings and loans. The purchase of TCDs from out-of-state banks or savings and loans is prohibited. The amount on deposit shall not exceed the shareholder's equity in the financial institution. To be eligible for purchase, the financial institution must have received a minimum overall satisfactory rating for meeting the credit needs of California Communities in its most recent evaluation, as provided Government Code Section 53635.2. TCDs are required to be collateralized as specified under Government Code Section 53630 et. seq. The Treasurer, at his discretion, may waive the collateralization requirements for any portion that is covered by federal (FDIC) insurance. The City shall have a signed agreement with the depository per Government Code Section 53649. The maximum maturity of these securities may not exceed one (1) year in maturity. A maximum of 10 percent of the portfolio may be invested in this category.

7. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that,

   a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:
      1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.
3. No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:
   1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
   2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.
   3. No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

c. No more than 20% of the total portfolio may be invested in these securities.
   .

8. State of California Local Agency Investment Fund (LAIF). The City may invest up to the maximum as permitted by LAIF. For due diligence, the Treasurer shall maintain on file a copy of LAIF's current Answer Book.

9. California Asset Management Program (CAMP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (n), inclusive of Government Code Section 53601. For due diligence, the Treasurer shall maintain on file a copy of CAMP's current Information Statement.

10. Medium Term Notes. Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases are limited to securities rated "A" or higher, or the equivalent, by a NRSRO. A maximum of 30 percent of the City's portfolio may be invested in this category and a maximum of 5 percent with any one issuer. The maximum maturity of these securities is five years.

11. Asset-Backed, Mortgage-Backed and Collateralized Mortgage Obligation Securities. The City may purchase such securities provided that they are rated

"AA" or higher, or the equivalent, by a NRSRO. Purchase of securities authorized by this subdivision may not exceed 20 percent of the portfolio, and a maximum of 5 percent per issue. The maximum maturity of these securities is five years.

12. Municipal Securities. Obligations of the State of California, any of the other 49 states, or any local agency within the state of California, may be purchased by the City provided that long-term obligations are rated "A" or higher, or the equivalent, by at least one NRSRO. There are no limits on the dollar amount or percentage that the city may invest in municipal securities; however, investments in these securities are limited to a maximum of 5 percent with any single issuer. The maximum maturity of these securities is five years.

13. Supranationals provided that issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of “AA” or its equivalent by a NRSRO. No more than 30% of the portfolio may be invested in these securities, and no more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

X. AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in securities permitted by this Policy. Notwithstanding the provisions of Policy, the percentage or dollar portfolio limitations listed in elsewhere in this Policy do not apply to bond proceeds. In addition to the securities listed in Section IX above, bond proceeds may be invested in structured investment products if approved by the Treasurer.

XI. PROHIBITED INVESTMENT PRACTICES AND INSTRUMENTS

The City shall not make investments for the purpose of trading or speculation as the dominate criterion such as anticipation of appreciation of capital value through changes in market rates. Securities are purchased with the intent to hold to maturity.

Any investment in a security not specifically listed as an Authorized and Suitable Investment above, but otherwise permitted by the Government Code, is prohibited without the prior approval of the City Council. Section 53601.6 of the Government Code specifically disallows investments in invoice floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Under a provision of the California Government Code sunsetting on January 1, 2026, securities backed by the United States Government that could result in a zero or negative interest accrual if held to maturity are

permitted.

XII. REVIEW OF INVESTMENT PORTFOLIO

The City Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XIII. TERM OF INVESTMENTS

Funds of the City will be invested in accordance with sound treasury management principles. It is the objective of this Policy to provide a system which will accurately monitor and forecast revenues and expenditures so that the City can invest funds to the fullest extent possible.

The maximum maturity of individual investments shall not exceed the limits set forth in under Authorized and Suitable Investments. No investment shall exceed a maturity of five years from the date of purchase unless the City Council has granted express authority to make that investment either specifically or as a part of an investment program approved by the City Council no less than three months prior to the investment.

XIV. INVESTMENT RISK

(A) MARKET RISK

Market risk is the risk that the portfolio will decline in value (or will not optimize its value) due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City shall mitigate market risk by providing adequate liquidity for short-term cash needs, and by making some longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1) The maximum stated final maturity of individual securities in the portfolio shall be five years, unless otherwise stated in this policy;

2) The City shall maintain a minimum of three months of budgeted operating expenditures in cash, cash equivalents and short term investments; and

3) The duration of the portfolio will typically be approximately equal to the duration of a market index, selected by the City as its performance benchmark, which meets the City's needs for cash flow and level of risk tolerance plus or minus 20%.

(B) CREDIT RISK

In general, the City's portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions, such as credit risk. Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City shall mitigate credit risk by adopting the following strategies:

I) The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;

2) No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

3) The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or return of the portfolio in response to market conditions or the City's risk preferences; and

4) If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

a) Any actions taken related to the downgrade by the investment manager will be communicated to the City in a timely manner.
b) If a decision is made to retain the security, the credit situation will be monitored and reported back to the City.

XV. SAFEKEEPING AND CUSTODY

Investment securities are to be purchased when possible in book-entry form in the City's name. All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. All cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third party bank trust department,

acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the safekeeping institution listing all securities held in safekeeping with current market data and other information. The only exception to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable. Term and non-negotiable instruments, such as certificates of deposit, can be held by the Treasurer, or in safekeeping as the Treasurer deems appropriate.

XVI. PERFORMANCE BENCHMARK

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. The Treasurer shall monitor and evaluate the portfolio's performance relative to market benchmark, which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a benchmark.

XVII. REPORT INFORMATION

The Treasurer shall prepare a report to the City Council not less than semi-annually which is available each year within 60 days following December 31st and June 30th. The semi-annual report shall be presented at a subsequent regularly scheduled City Council Meeting. The report shall be inclusive of a monthly listing of investment transactions. At a minimum the report shall include the following *(Revised 9-18-2012):*

a) Type of Investment
b) Issuer
c) Date of Maturity
d) Par and dollar amount invested
e) Current Market Value as of the date of the report
f) Source of the market value information
g) A list of investment transactions.
h) A statement of compliance with the investment policy
i) A statement as to the ability of the City to meet its expenditure requirements for the next six months

In addition, the City Treasurer will submit a monthly transaction report to the City Council.

XVIII. REVIEW OF INVESTMENT POLICY

This policy shall be subject to review by the City Council on an annual basis, by the second Council meeting in September. Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF TERMS

ACCRUED INTEREST: Interest earned but not yet received.

AGENCIES: Federal agency securities and/or Government-sponsored enterprises. Examples of well-known agencies that issue bonds are Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"), Federal National Mortgage Association (FNMA or "Fannie Mae"), and the Federal Home Loan Bank.

AMORTIZATION: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

ASKED: The price at which securities are offered.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One basis point is one hundredth of one percent (.01).

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BOND: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BOOK ENTRY: The system maintained by the Federal Reserve, by which most money market securities are delivered to an investor's custodial bank. The Federal Reserve maintains a computerized record of the ownership of these securities and records any changes in ownership corresponding to payments made over the Federal Reserve wire (delivery versus payment.)

BOOK VALUE: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

BROKER: A broker brings buyers and sellers together for a commission.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE: The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

CALL RISK: The risk to a bondholder that a bond may be redeemed prior to maturity.

CERTIFICATE OF DEPOSIT (CD): A deposit insured up to $100,000 by the FDIC at a set rate for a specified period of time.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COMMERCIAL PAPER: An unsecured promissory note of industrial corporations, utilities and bank holding companies having assets in excess of $500 million and an "A" or higher rating for the issuer's debentures. Interest is discounted from par and calculated using the actual number of days on a 360-day year. The notes are in bearer form, mature from one to 270 days and generally start at $100,000. There is a secondary market for commercial paper and an investor may sell them prior to maturity. Unused lines of credit back commercial paper from major banks.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual financial report for the City. It includes combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). Supplemental information is also included including a detailed multi-year comparative statistics.

COST YIELD: The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

CURRENT YIELD: The interest paid on an investment expressed as a percentage of the current price of the security.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, and to buy, sell, receive and deliver securities when ordered to do so by the account holder.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): Delivery versus payment is delivery of securities with an exchange of money for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFI CATI0N: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD).

The corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FED WIRE: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC or Freddie Mac): A United States government sponsored corporation.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass- throughs" is often used to describe Ginnie Maes.

HAIRCUT: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

INTEREST RATE: The annual yield earned on an investment, expressed as a percentage.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: Refers to the ability to easily and rapidly convert a security into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): The local Agency Investment Fund (LAIF) is a special fund in the California State Treasury created and governed pursuant to Government Code Sections 16429.1 *et seq.* There are limits on the maximum dollars deposited by a city as well as the number of transactions allowed each month.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in custody of the State Treasurer for investment and reinvestment.

MAKE WHOLE CALL: A type of call provision on a bond that allows the issuer to pay off the

remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold on a specific date.

MARKING TO MARKET: The process of posting current market values for securities in a portfolio.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTNs): Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET: The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short- term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, and federal funds).

MORTGAGE PASS THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an

individually managed portfolio.

NATIONAL ASSOCIATION OF SECURITIES DEALERS (NASD): A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATIONS (NSROs); Credit rating agencies whose ratings are permitted to be used for regulatory purposes such as those imposed by the Securities and Exchange Commission.

NEGOTIABLE CERTIFICATE OF DEPOSIT: A large denomination certificate of deposit which can be sold in the open market prior to maturity.

NEW ISSUE: Term used when a security is originally "brought" to market.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve' s most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PREPAYMENT SPEED: A measure of how quickly principal is repaid to investors in mortgage securities.

PREPAYMENT WINDOW: The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL: The face value or par value of a debt instrument, or the amount of capital invested in a given security.

PRUDENT PERSON (PRUDENT INVESTOR) RULE: A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in

a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

PURCHASE DATE: The date in which a security is purchased for settlement on that or a later date.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REALIZED YIELD: The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

REGIONAL DEALER: A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

RULE 2a-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING: See CUSTODY.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors m securities transactions by administering securities legislation.

SETTLEMENT DATE: The date on which a trade is cleared by delivery of securities against funds.

STRUCTURED NOTE: A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

TENNESSEE VALLEY AUTHORITY (TVA): The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River

valleys. TVA currently issues discount notes and bonds.

TIME CERTIFICATE OF DEPOSIT: A non-negotiable certificate of deposit which cannot be sold prior to maturity.

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.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year and are sold on a discount basis.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of I to 10 years.

U.S. GOVERNMENT AGENCIES: Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

VOLATILITY: The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

YIELD TO MATURITY: The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

YIELD CURVE: The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

ZERO-COUPON SECURITY: Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

Agenda Item 4.11

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Second Amendment to the Agreement with Management Partners
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will consider approving a second amendment to the agreement with Management Partners for consulting services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Second Amendment to the Agreement with Management Partners for Consulting Services.

FINANCIAL IMPACT:

Sufficient funding for consulting work and professional services is included in the proposed Fiscal Year 2022-23 Budget.

DESCRIPTION:

Management Partners provides expert consulting, financial and budget reviews, projects, advice, executive recruitment and placement services, public and employee engagement surveys, workshops and focus groups, project management, and specific training and education services as well as facilitation of City Council, Boards, Commissions and Task Forces.

Since Fiscal Year 2017-2018, the City has utilized Management Partners for a variety of consulting needs related to City Council workshops, department specific training, City Manager and City Attorney reviews. In June 2021, the City extended its services with Management Partners to continue consulting work related to various Staff and City Council needs.

The City's current contract expires June 30, 2022 and has a not-to-exceed amount of $180,000. Staff desires to extend the current agreement with Management Partners to June 30, 2023 and increase the not-to-exceed amount to $225,000, which will cover the costs of several planned projects in Fiscal Year 2022-23.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving a Second Amendment to Consulting Services Agreement Between the City of Dublin and Management Partners
2) Exhibit A to the Resolution - Second Amendment to the Agreement with Management Partners
3) Consulting Services Agreement Between the City of Dublin and Management Partners
4) First Amendment to the Consulting Services Agreement Between the City of Dublin and Management Partners

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH MANAGEMENT PARTNERS FOR CONSULTING SERVICES

WHEREAS, the City of Dublin has engaged Management Partners in prior years to perform consulting services related to various Staff and City Council needs; and

WHEREAS, the City's current contract with Management Partners expires June 30, 2022, and Staff desires to continue to engage Management Partners for consulting services related to various Staff and City Council needs; and

WHEREAS, continuing to engage Management Partners for these services for an additional year requires extending the current agreement term to June 30, 2023 and increasing the total not-to-exceed compensation from $180,000 to $225,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the amendment to the agreement with Management Partners, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute the agreement and make any non-substantial adjustments to carry out the intent of this resolution.

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND MANAGEMENT PARTNERS

WHEREAS, on February 20, 2018, the City of Dublin (hereinafter referred to as "CITY") and Management Partners (hereinafter referred to as "**CONSULTANT**") entered into a Consulting Services Agreement (hereinafter referred to as the "AGREEMENT") to perform consulting services related to various Staff and City Council needs; and

WHEREAS, the existing agreement will be expiring on June 30, 2022; and

WHEREAS, the CITY and CONSULTANT mutually desire to extend the term until June 30, 2023, and increase compensation.

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

1. Section 1.1 Term of Services shall be rescinded in its entirety and replaced with the following:

   Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2023, and Consultant 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 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

2. Section 2.0 Compensation shall be rescinded in its entirety and replaced with the following:

   COMPENSATION. City hereby agrees to pay Consultant an annual sum not to exceed $225,000, for services outlined in Exhibit A in accordance with the hourly rate schedule attached hereto as Exhibit B. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

   Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of

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

3. Except to the extent inconsistent with this Second Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

4. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

5. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

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

CITY OF DUBLIN

By: _____

Linda Smith, City Manager

MANAGEMENT PARTNERS

By: DocuSigned by: jerry Newfarmer DC9BC2953145 42F...

Jerry Newfarmer, President & CEO

Dated:

ATTEST:

By: _____

Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

DocuSign Envelope ID: DC5934E1-8062-4B53-83BF-11A9C0D1EEA4

RESOLUTION NO. 17 – 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

* * * * * * * * * * *

APPROVING A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND MANAGEMENT PARTNERS

WHEREAS, the City has engaged Management Partners in prior years to perform consulting services related to various Staff and City Council needs; and

WHEREAS, the City desires to enter into a three-year Agreement for both routine services and special project work, ending June 30, 2021; and

WHEREAS, Management Partners is available to provide the expertise and services as needed by the City of Dublin.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Consulting Services Agreement between the City of Dublin and Management Partners attached hereto as **Exhibit A** to the Resolution.

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

BE IT FURTHER RESOLVED that the City Manager has the authority to extend this Agreement under Section 8 and has the authority to increase the Compensation amount for services provided up to an additional $20,000 annually, provided that budget is available to cover the expense.

PASSED, APPROVED AND ADOPTED this 20th day of February 2018, by the following vote:

AYES: Councilmembers Goel, Gupta and Hernandez, and Mayor Haubert

NOES:

ABSENT: Councilmember Biddle

ABSTAIN:

Mayor

ATTEST:

City Clerk

#160

ON-CALL CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND MANAGEMENT PARTNERS

This Agreement is made and entered into between the City of Dublin ("City") and **Management Partners** ("Consultant") as of **February 20, 2018** (the "Effective Date"). In consideration of their mutual covenants, the parties hereto agree as follows:

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on **June 30, 2021**, and Consultant 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 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in conformance with standards of quality normally observed by a person practicing in Consultant's profession.

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

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant an annual sum not to exceed **$150,000**, for services outlined in Exhibit A in accordance with the hourly rate schedule attached hereto as Exhibit B. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

- The beginning and ending dates of the billing period;
- A copy of the applicable time entries or time sheets shall be submitted showing the following:
  - Daily logs of total hours worked by each individual performing work under this Contract
  - Hours must be logged in increments of tenths of an hour or quarter hours
  - If this Contract covers multiple projects, all hours must also be logged by project assignment
  - A brief description of the work, and each reimbursable expense
-

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

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

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

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

2.5 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, 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 Consultant and its agents, representatives, employees and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the

broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Consultant fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant. Failure to exercise this right shall not constitute a waiver of right to exercise later. Each insurance policy shall include an endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to City of such cancellation, change, or lapse.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those 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 Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

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. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, 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, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 ("any auto").

4.2.3 **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 Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. 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, employees, agents, 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 CONSULTANT 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. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

4.4.3 Subcontractors. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Consultant agree to be bound to Consultant and the City in the same manner and to the same extent as Consultant is bound to the City under the Contract Documents. Subcontractor further

agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to the City.

4.4.4 **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.

4.4.5 **Deductibles and Self-Insured Retentions.** All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention provision and/or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or the City.

4.4.6 **Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect City as a named insured.

4.4.7 **Other Requirements.** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy.

4.4.8 **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, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. To the maximum extent allowed by law, Consultant shall indemnify, keep and save harmless the City, and City Councilmembers, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property, including death, that may occur, in the course of the performance of this Agreement by a negligent act or omission or wrongful misconduct of the Consultant or its employees, subcontractors or agents. Consultant further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the City or any of the other individuals enumerated above in any such action, Consultant shall, at its expense, satisfy and discharge the same. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

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

8.6.1 Immediately terminate the Agreement;

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds 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 10. MISCELLANEOUS PROVISIONS.

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

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested

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

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

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

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

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

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

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

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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

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

Management Partners
Andrew Belknap, Regional Vice President
2107 N First Street, Ste. 470
San Jose, CA 95131

Any written notice to City shall be sent to:

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

10.11 **Integration.** This Agreement, including Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY OF DUBLIN

Christopher L. Foss, City Manager

CONSULTANT

Gerald E. Newfarmer, President & CEO
Management Partners

Attest:

Caroline Soto, City Clerk

Approved as to Form:

John Bakker, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Scope of work includes but is not limited to:

- Facilitation of City Council, Boards, Commissions and Task Forces
- Management services expert consulting
- Financial and budget reviews, projections and advice
- Executive recruitment and placement services
- Public and employee engagement surveys, workshops and focus groups
- Project management
- Training and education services
- Peer comparisons to comparable organizations

EXHIBIT B

COMPENSATION SCHEDULE

Hourly Rate Sheet

(as of February 2018)

President	$300
Regional Vice President	$250
Corporate Vice President	$220
Senior Partner	$220
Partner	$200
Special Advisors	$190
Senior Manager	$175
Senior Management Advisor	$140
Peer Review	$125
Management Advisor	$ 95
Management Analyst	$ 75

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FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND MANAGEMENT PARTNERS

WHEREAS, on February 20, 2018, the City of Dublin (hereinafter referred to as "CITY") and Management Partners (hereinafter referred to as "**CONSULTANT**") entered into a Consulting Services Agreement (hereinafter referred to as the "AGREEMENT") to perform consulting services related to various Staff and City Council needs; and

WHEREAS, the existing agreement will be expiring on June 30, 2021; and

WHEREAS, the CITY and CONSULTANT mutually desire to extend the Term of Services until June 30, 2022, increase compensation per Resolution 17-18, and modify language in Sections 6.1 and 7.5.

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

1. Section 1.1 Term of Services shall be rescinded in its entirety and replaced with the following:

   Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2022, and Consultant 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 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

2. Section 2.0 Compensation shall be rescinded in its entirety and replaced with the following:

   COMPENSATION. City hereby agrees to pay Consultant an annual sum not to exceed $170,000, for services outlined in Exhibit A in accordance with the hourly rate schedule attached hereto as Exhibit B. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

   Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of

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

3. Section 6.1 shall be rescinded in its entirety and replaced with the following:

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

4. Section 7.5 shall be rescinded in its entirety and replaced with the following:

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

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

5. Except to the extent inconsistent with this First Amendment, the Parties ratify and confirm all of the terms and conditions of the AGREEMENT.

6. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, as may have been amended from time to time, shall include coverage for the amended term, as described above.

7. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

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

CITY OF DUBLIN

By: DocuSigned by: Linda Smith E33836CFFC044E0...

Linda Smith, City Manager

Dated:

ATTEST

By: DocuSigned by: Marsha Moore 9BB70815D22F40A...

Marsha Moore, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: Jordyn Bishop for 5ED7F38973DC484...

City Attorney

MANAGEMENT PARTNERS

By: DocuSigned by: Jerry Newfarmer DC9BC295314542F...

Jerry Newfamer, President & CEO

Agenda Item 4.12

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Five-Year Review of Fire and Emergency Response Services Contract with Alameda County Fire Department
Prepared by: John Stefanski, Assistant to the City Manager and Bonnie S. Terra, Division Chief, Alameda County Fire Department

EXECUTIVE SUMMARY:

The City Council will receive a five-year evaluation report on fire and emergency response services provided under contract by the Alameda County Fire Department.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Since July 1, 1997, the City has contracted with the Alameda County Fire Department (ACFD) for fire and emergency response services. The current Fire and Emergency Response Services Agreement has a term of 20 years and will expire on June 30, 2032. Pursuant to this agreement, the City and ACFD agreed to jointly prepare an evaluation of services provided to the City every five (5) years and present the evaluation to the City Council by June 30th of every fifth year. This report will summarize and highlight certain agreement areas over the period beginning July 1, 2016, through June 30, 2021 (reporting period).

Service Level Quality

Station Location and Staffing

ACFD operates three fire stations within the City limits. Station 16 is located on 7494 Donohue Drive and operates one engine company with three firefighters. Station 17 is located at 6200 Madigan Road and houses one engine company and one truck company with three personnel on each apparatus. Station 18 is located at 4800 Fallon Road and operates one engine company with three personnel.

ACFD utilizes a constant staffing model as a department standard; this means that the appropriate numbers of personnel are available to fill all positions at each station on a daily basis. Each engine and truck company within the City of Dublin is capable of providing paramedic level services. All ACFD apparatus have a minimum of one paramedic and two emergency medical technicians. There is a minimum of four paramedics assigned to the City of Dublin at all times.

In addition to the staffing on each apparatus from Stations 16, 17 and 18, the City of Dublin receives automatic aid from San Ramon Valley Fire Protection District (SRVFPD) Engine 39, Livermore-Pleasanton Fire Department, and the full depth of resources of ACFD's 34 companies. These resources are built into designated responses and are also utilized on an as-needed basis. Response units are utilized to ensure that the closest resources are responding in adequate numbers and that established standards of coverage are maintained within the City.

Response Times

The emergency response time standard requires that the first fire unit arrive on scene within five minutes or less 90% of the time. Response times for this reporting period were not met in Fiscal Years 2017-2018, 2018-2019 and 2019-2020 for All Emergency Calls. ACFD missed the response time standard by one to two percentage points. This was the result of many factors such as human error using the mobile data terminals, information technology connectivity issues, and inaccurate fire reporting for recording response delays. ACFD and the City of Dublin have worked together to implement systematic changes that have resulted in compliant response times. These changes include the installation of a GPS-based signal preemption system along Dublin Blvd, updated fire reporting software and relative training on program use, and technology updates to mobile data terminals.

Table 1: Emergency Response Times

Fiscal Year	All Emergency Calls <5-minute response	All Calls <5-minute response
2016-2017	**90%**	88%
2017-2018	88%	87%
2018-2019	89%	87%
2019-2020	88%	86%
2020-2021	**92%**	87%

Bold indicates time standard met

In the 2011-2016 reporting period, ACFD met the response time standard every year in each category.

ACFD met or exceeded the response time standard of two engines and one truck on scene for first alarm assignments within 10 minutes of dispatch 90% of the time for each year of the reporting period. These response times represent calls where each apparatus arrived on scene and the incident was confirmed at the specified location.

Table 2: First Alarm Response Times			
Fiscal Year	**First Alarms <10-minutes**	**First Alarms >10-minutes**	**Percentage**
2016-2017	39	39	**100%**
2017-2018	35	38	**92%**
2018-2019	39	43	**91%**
2019-2020	32	34	**94%**
2020-2021	42	45	**93%**

Bold indicates time standard met

Adequacy of Services Provided

A. Fire Protection/Response Services

EMERGENCY MEDICAL RESPONSE

ACFD provides a minimum of one paramedic on all fire apparatus in the City of Dublin at all times. To date, the response times to Emergency Medical Service (EMS) calls within the City have exceeded the County EMS contractual requirement of 10 minutes or less 90% of the time. In addition, ACFD provides medical oversight and a comprehensive quality improvement program as required in the City's First Responder Advance Life Support (FRALS) Agreement. ACFD has complied with all applicable county and state data and certification/licensure requirements.

HAZARDOUS MATERIALS RESPONSE

ACFD maintains a fully functioning hazardous materials team. The team is equipped and trained to handle a variety of hazardous materials incidents including radiological and biological incidents. The team is classified Type I as defined by the California Office of Emergency Services. It responds and functions from specifically equipped hazardous materials response units. ACFD is part of the Alameda County Mutual Aid Plan, which ensures the appropriate response to incidents that would otherwise overwhelm the fire resources in Dublin/ACFD.

B. Fire Prevention Services

FIRE PREVENTION SERVICES

Standard staffing for the City of Dublin Fire Prevention Bureau consists of one Deputy Fire Marshal, one Fire Code Compliance Officer, and one Office Assistant II

(City of Dublin position). When an on-site Deputy Fire Marshal (DFM) is not assigned, a Fire Plan Checker and the Division Chief of Fire Prevention assume the duties. The DFM provides coordination of daily activities for Fire Prevention personnel assigned to the City. The Division Chief of Fire Prevention is also available to attend planning and development meetings as needed and provide oversight for the ACFD Fire Prevention activities.

Fire Investigation – ACFD provides fire investigation services to determine origin and cause of fires. Fire Investigators are called by operational personnel when the need arises.

Occupancy Inspections – Fire Prevention personnel perform all required inspections relating to construction, fire operational permits and the self-inspection program. Fire companies perform the required mandated inspections for public schools and multi-family housing.

Table 3: Fire Prevention Bureau Plan Checks & Inspections		
Fiscal Year	**Plan Checks**	**Inspections**
2016-2017	1,633	4,304
2017-2018	1,654	4,141
2018-2019	1,195	4,034
2019-2020	797	4,284
2020-2021	490	2,964

Plan Submittal Review – The City's Community Development Department reported that plans for new construction and tenant improvements have been submitted and reviewed within the established City standards. In addition, the Fire Prevention Bureau has reviewed planning department referrals for plan development, tract map, parcel map and conceptual designs.

Development Inspection – Development Inspections are performed at a number of stages during the development process. Fire Prevention personnel inspect the water supply, fire sprinklers, hydrants, and alarm systems prior to issuing a temporary or final certificate of occupancy by the Building Department.

Table 4: Fire Prevention Revenue		
Fiscal Year	**Construction Revenue**	**Permit Revenue**
2016-2017	$515,073	$111,641
2017-2018	$603,819	$105,251
2018-2019	$712,418	$108,125
2019-2020	$287,186	$61,563
2020-2021	$371,654	$42,472

Fireworks Administration – Fire Prevention personnel administer the permitting of annual fireworks booths throughout the City. Individual booths are inspected prior to opening and throughout the sales period as needed. Each site is inspected following the 4th of July to assure proper cleanup of all related materials has taken place so a refund of deposits can be approved.

Table 5: Firework Booths	
Fiscal Year	**# of Booths**
2016-2017	14
2017-2018	13
2018-2019	13
2019-2020	13
2020-2021	15

Weed Abatement – Abatement notices are sent out annually in March to notify individuals of the need for vegetation abatement on their property. Owners who do not notify the Fire Prevention Bureau of compliance within the established time frame will have their property inspected to determine compliance. Individuals not in compliance are sent a notice of violation advising them that a contractor may abate the property and that they are responsible for the associated costs.

Fire Prevention Fees and Miscellaneous – The Fire Prevention Bureau performs business license application inspections for all new businesses. Inspections occur any time a new business locates within the City or changes operations that requires a new license. The inspections result in the business being added to the permitted occupancies list or put into the self-inspection program. The self-inspection program is organized through the business license application process and requires an on-site fire inspection every three years.

C. Community Education

The ACFD Public Education Assistant coordinates community relations and public education requests and services. The individual works out of the Fire Administration Office. There are a variety of educational and training programs provided to the City of Dublin. The following is a brief list of the programs offered:

- Station Tours and Apparatus Visits
- Personnel Emergency Preparedness (PEP) Presentations
- LISTOS Emergency Preparedness Training
- Community Emergency Response Team (CERT) Training
- Community CPR (Hands-Only CPR)
- Career Day Speakers
- Public Information Notifications via Social Media & AC Alert
- Dublin High School's Every 15 Minutes

- Updating of City of Dublin website (ACFD pages)
- Community Festival/Fair Participation

Cost of Services

The ACFD annual budget submission to the City has followed the internal timelines and deadlines established by the City. ACFD Staff and City Staff have worked cooperatively during each year's budget development process to ensure that all questions and issues are resolved to the satisfaction of the City. Table 6 below summarizes the ACFD contract and budget variance over the reporting period.

Table 6: Reporting Period Budget Verses Actuals					
	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Budget	$12,383,832	$12,799,979	$13,395,733	$13,976,466	$14,435,233
Actual	$12,207,023	$12,488,101	$13,055,955	$13,551,338	$14,088,364
Variance	($176,809)	($311,878)	($339,778)	($425,128)	($346,869)
Variance %	-1.4%	-2.4%	-2.5%	-3.0%	-2.4%

Comparative Cost Analysis

The ACFD realizes the importance to the City of Dublin of ensuring services are being delivered in the most cost effective and efficient manner possible. To demonstrate the value of the contract for service between the City of Dublin and the ACFD, a comparison to another agency for cost per FTE and cost per company is provided in Table 7 below using FY 2021-2022 adopted fire services operating budgets. Both comparisons demonstrate the benefits of contracting for service with ACFD.

Table 7: Comparative Cost Analysis					
	Operating Budget	Number of FTE	Cost per FTE	Number of Companies	Cost per Company
City of Dublin	$14,857,801	45	$330,173	4	$3,714,450
City of Fremont	$58,838,000	162	$363,198	13	$4,526,000

This assessment does not consider the enhanced services provided by ACFD that Fremont doesn't offer like an urban search and rescue company, bulldozer, water rescue, and immediate access to any other ACFD resources.

The overall cost and resource benefit of the contract clearly demonstrates an advantage to the City of Dublin in contracting with ACFD. ACFD provides a unified response to emergency, centralized management of resources, reduction of duplication, "economies of scale" which improve cost containment, the ability to provide specialized services and retention of local control through a well-structured contract.

Reports, Records, and Oversight

County Audit

ACFD is audited on an annual basis by an independent financial auditor. Additionally, the Alameda County Auditor-Controller's Office conducts periodic audits of ACFD's specific operational and/or fiscal areas (i.e., fixed assets audit, payroll audit, etc.). City Staff has reviewed the most recent ACFD financial audit as part of the contract review.

Fire Department Complaints
All complaints received by the ACFD are forwarded to a Deputy Fire Chief. Each complaint is followed up on and documented by the Deputy Chief handling the complaint. During the term of this review, no formal complaints concerning the City of Dublin were received. It is ACFD policy that the City Manager would be fully informed about any complaints and subsequent remedies.

ACFD Fire Advisory Commission
The ACFD Fire Advisory Commission meets on a quarterly basis on the third Thursday of February, May, August, and November. The City of Dublin holds a seat on the Commission. The Dublin City Council appoints the representative to the Commission.

Inventory and Facilities
In 1997, and after the dissolution of Dougherty Regional Fire Authority (DRFA,) the City created a comprehensive inventory listing of those fixed assets owned by the City of Dublin. Over the past 25-year period, the City has tracked the Fire Services inventory through the City's Equipment Internal Service Schedule, the Fire Station Building Replacement Schedule and the City's Fixed Asset System. ACFD has provided the City with complete inventories of each new apparatus purchased by the City.

Buildings and Real Property
Fire Stations 16, 17 and 18 are owned and maintained by the City of Dublin and the City budgets annually for facility maintenance and capital projects. Day-to-day maintenance is handled by the City's contract with the MCE Corporation through the Public Works Department.

Apparatus and Equipment
Apparatus and equipment within the City are owned by the City of Dublin. Maintenance of fire apparatus is provided by ACFD mechanics and billed to the City of Dublin.

Payment of services
The existing contract language specifies that ACFD will provide the City an expenditure breakdown and invoice for current services on a quarterly basis.

Evidence of Insurance
Staff has reviewed the evidence of insurance and self-insurance certificate that reflects the County of Alameda's self-insured liability and workers' compensation policy limits.

Dispatch
The Alameda County Regional Emergency Communications Center (ACRECC), a nationally accredited and distinguished Center of Excellence, is managed by the ACFD and has served as the Alameda County regional fire and emergency services (EMS) dispatch center since 2002. In addition to the City of Dublin, the County EMS Agency, the Cities of Alameda, Livermore,

Pleasanton, Fremont, and Camp Parks are also participants in ACRECC. Alameda County's private ambulance provider, Falck Northern California, LLC, is also dispatched out of ACRECC. Dispatching fire, EMS, and ambulance calls from the same center provides for better coordination and quicker response times to emergency incidents.

The Table 8 below summarizes the cost per call for each year of the reporting period.

Table 8: Cost per Call for Service	
Fiscal Year	**Cost Per Call**
2016-2017	$38.74
2017-2018	$39.83
2018-2019	$42.07
2019-2020	$42.93
2020-2021	$44.22

ACFD will continuously work on integrating other fire departments into ACRECC to ensure providing the City with high quality, cost-effective fire dispatch services, state of the art emergency medical dispatch and excellent customer service.

The regional dispatch center provides the City of Dublin with high quality cost-effective fire dispatch services, state of the art emergency medical dispatch and excellent customer service.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.

Agenda Item 4.13

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Annual Update to the Master Fee Schedule
Prepared by: Chris Rhoades, Financial Analyst

EXECUTIVE SUMMARY:

The City Council will consider adopting an annual update to the Master Fee Schedule as prescribed by the City's User Fee Cost Recovery Policy (Resolution 160-12).

STAFF RECOMMENDATION:

Adopt the **Resolution** Adopting an Annual Update to the Master Fee Schedule for Services Provided by the City.

FINANCIAL IMPACT:

The financial impact will be based on the activity levels after the fee updates are adopted and in place. The annual increase of 5.52% is calculated based on changes in the December Consumer Price Index (Bureau of Labor Statistics, San Francisco-Oakland-Hayward Urban Wage Earners and Clerical Workers). The recommendations do not establish all fees at 100% recovery and the City would continue to subsidize some services in accordance with the adopted policy (Resolution 160-12).

DESCRIPTION:

In September 2012 the City Council adopted a User Fee Cost Recovery Policy (Fee Policy) that calls for an update to the Master Fee Schedule annually to keep pace with increases in the City's costs for providing services. The Fee Policy also states that changes to fees should be calculated based on changes in the preceding December Consumer Price Index (Bureau of Labor Statistics, San Francisco-Oakland Urban Wage Earners and Clerical Workers), which was recently updated to include Hayward and was renamed to the San Francisco-Oakland-Hayward Urban Wage Earners and Clerical Workers). The Consumer Price Index (CPI) year over year increase for December 2021 was 5.52%.

Based on the Fee Policy all fees that are updated annually are increased by the CPI to create the base fee, except where specifically stated otherwise in the City's Master Fee Schedule. The base fees are then rounded down to the nearest dollar and are listed on the Master Fee Schedule. In subsequent years, the prior year's base fee is multiplied by the CPI to create the new year's base fee, which is rounded down to the nearest dollar. City of Dublin Master Fee Schedule Prior to Rounding (Attachment 3) provides each fees base costs prior to rounding. Additionally, the Fee Policy allows, as necessary, for new fees to be added to the City's Master Fee Schedule. This process is continued until a new fee study is completed. The current fee study was presented and adopted by City Council on June 19, 2018 (Resolution 85-18).

New Items for This Update

Staff is recommending the addition of one fee associated with the Building and Safety division's processing of parking lot pavement repair and restriping permits and the adjustment of one fee associated with the Building and Safety division's permitting of residential solar systems.

The new fee for parking lot pavement repair and restriping is needed to capture the transfer of plan check, permit processing, and inspections to Building and Safety from Public Works. Staff is recommending the new fee be time and materials costs, with a two-hour minimum. This is comparable to other fees within Building and Safety and allows for estimation based upon the size of a project.

The adjustment to the fee for building permits for residential solar systems brings the fee into alignment with the definition of a solar system, newly defined by Government Code 66015; which includes the photovoltaic system, distribution panels, and storage units (batteries). The adjustment brings the fee up to the government code limit of $450 from $268. Since the solar system is now inclusive of storage units (batteries), the total fee remains in alignment with prior years, where a separate fee for the storage units would have been applied.

Parks and Recreation Program Fees

At its June 21, 2016, City Council meeting the City Council, for the first time, also included the Parks and Recreation Program Fees as part of the Master Fee Schedule. Previously, the Parks and Recreation Program Fees were listed separate from the Master Fee Schedule as they were adopted by the Parks and Community Services Commission (the Commission).

The Parks and Recreation Program Fees are set based on the Parks and Community Services Pricing Policy (the Pricing Policy) which was adopted by the City Council on September 21, 2010 and revised on June 21, 2016. The revised and simplified Pricing Policy allows the fees to be set annually as part of the Master Fee Schedule; provides a certain level of authority to the Parks and Community Services Director to increase rates during the year (up to 20%), provided that these fees are then documented in the upcoming Master Fee Schedule; allows the Parks and Community Services Director to establish rates during the fiscal year should new classes be added during that period; and allows for the City Council to adopt fees associated with current facility use policies as part of the Master Fee Schedule.

Below is a summary of the proposed adjustments for Fiscal Year 2022-23, which were presented to the Parks and Community Services Commissions on May 16, 2022.

Adopt a Bench

The Adopt-a-Bench program is designed to allow the public to honor special people or events in their lives and provide long-lasting beautification to Dublin parks. Through the program, any individual, family, business, or community group can provide a donation to adopt a park bench, including a personal message on an engraved plaque. Donors can adopt an existing bench or purchase a new one. These fees were approved by the City Council on January 11, 2022. Fee: Existing bench - $1,500; New bench - $2,500.

Old St. Raymond's Church Outdoor Patio

Improvements were made to the patio space adjacent to the Old St. Raymond's Church at Heritage Park. Staff is proposing to offer the recently renovated outdoor patio as a stand-alone rental not associated with the use of the church. The patio will be available for rent Monday-Thursday only, so as not to conflict with weekend rentals when the patio is included in the rental fee. Fee: Ranges from $17 - $96 per hour; Deposit of $500.

Shannon Center Outdoor Patio

The outdoor patio at the Shannon Community Center is currently included in the rental fee of Ambrose Hall. Staff is proposing to offer the patio as a stand-alone rental to provide additional space for meetings outside of using the main room. The patio will be available for rent Monday-Thursday only, so as not to conflict with weekend rentals when the patio is included in the rental fee. Fee: Ranges from $17 – $197 per hour; Deposit of $500.

Outdoor Boardwalk at the Wave

To maximize rental space at the Wave, Staff is proposing to offer the dry patio spaces (Boardwalk area) within the secured fenced area for rent outside of traditional waterpark hours. There would be no access to water features or pools but will include amenities such as concrete ping pong tables, fire pits, and existing seating areas. Fee: Ranges from $275 - $396.

Additional Amenity Items for Facility Rentals

PCSD has additional items for use to enhance the renter's experience. These items have direct costs associated with their use, such as Staff time for set up and take down, maintenance and cleaning, and replacement. The proposed fees are to cover the direct costs to use these items. Items include but are not limited to linens, patio heaters, dance floor, stage, and pianos. The range of fees provides flexibility based on the direct costs of each item and the inclusion of additional items in the future. Fee: Ranges from $15 - $200.

Picnic Area

With existing and future park construction, new picnic areas will soon be available for use. The updated picnic rental fees reflect a picnic area with seating for 18, which previously was not available. Fee: Ranges from $12 for four hours to $36 for four hours.

In addition, staff has included administrative clean-up items to delete programs and activities that

have been discontinued (such as Little Lovies and the Bocce Ball League) and to delete other activities that have been consolidated.

STRATEGIC PLAN INITIATIVE:

None

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting an Annual Update to the Master Fee Schedule for Services provided by the City
2) Exhibit A to the Resolution – City of Dublin Master Fee Schedule, FY 2022-23
3) City of Dublin Master Fee Schedule Prior to Rounding

RESOLUTION NO. XX - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING AN ANNUAL UPDATE TO THE MASTER FEE SCHEDULE FOR SERVICES PROVIDED BY THE CITY

WHEREAS, the California Constitution authorizes local government to recover the reasonable costs of providing services; and

WHEREAS, the City processes various permits, applications, and licenses, and offers various recreational program and facility rental opportunities; and

WHEREAS, on September 4, 2012, the City Council approved Resolution 160 -12 Establishing a User Fee Cost Recover Policy (Fee Policy) that specifies annual adjustments to fees for services provided by the City; and

WHEREAS, on June 19, 2018, the City Council adopted the comprehensive updated Master Fee Schedule; and

WHEREAS, the Fee Policy, allows new fees to be added to the City's Master Fee Schedule, when necessary, before the next comprehensive fee study in undertaken; and

WHEREAS, the new fees have been added to the Master Fee Schedule set forth in Exhibit A; and

WHEREAS, fees and charges for recreation programs set forth in **Exhibit A** were reviewed by the Parks and Community Services Commission on May 16, 2022, prior to being presented to the City Council for consideration; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin adopts the Master Fee Schedule attached as **Exhibit A**.

BE IT FURTHER RESOLVED, that the updated fees identified in said Master Fee Schedule, shall be effective beginning July 1, 2022. For those items billed as "time and materials," the fees and overhead rates shown in **Exhibit A** shall be applicable to services provided beginning July 1, 2022.

BE IT FURTHER RESOLVED, that except as otherwise designed in Exhibit A, the fees therein shall be automatically adjusted annually using the adjustment methodology in Resolution No. 160-12 Establishing a User Fee Cost Recovery Policy adopted by the City Council on September 4, 2012.

PASSED, APPROVED AND ADOPTED this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF DUBLIN MASTER FEE SCHEDULE, FY 2022-23

Adjusted by CPI change, Dec 2020 - Dec 2021 (+5.52%)

#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
Section 1.0: General & Administrative				
120	Photocopies – (first page or 1-page document)	Reproduction of documents / cost for first page	$0.50*	$0.50*
121	Photocopies – (each additional page)	Reproduction of documents / cost per page after first page	$0.10*	$0.10*
122	Mailing of photocopies	Documents where a physical copy is requested to be mailed / per mailing	Actual Postage	Actual Postage
123	Retrieval of public documents	*(Info Only* - Established by State Law) Costs incurred for locating or collecting records / staff time	No Charge – Is included in per page cost	No Charge – Is included in per page cost
124	Copies of Political Reform Act 1974 Documents (Ca Govt Code 81008)	*(Info Only* - Established by State Law), any related documents / per page	$0.10*	$0.10*
125	Political Reform Act Retrieval (Ca Govt Code 81008)	*(Info Only* - Established by State Law) - retrieval of documents over 5 years old / per request includes multiple documents requested at the same time	$5.00**	$5.00**
126	Bound documents, reports including Budget; CAFR; etc.	General documents which shall not exceed the combined cost if the per page rate in #120 is used / per document	Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee
127	Special Copies: · Plans and Specifications For Construction · Maps · Aerial Photographs	Construction project plans and specifications; maps; may include oversized pages / per document	Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee
128	General Overhead	Unless defined elsewhere General City Overhead to be used for developing equivalent fees and charges / applied to actual costs	64.8%*	64.8%*
129	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead.	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
130	Electric Vehicle Charging Station Fee	Per kilowatt Hour fee (kWh) to help recover the cost of electricity to the City	30 cents per kWh while plugged in to City-owned EV charging stations	32 cents per kWh while plugged in to City-owned EV charging stations
131	Passport Execution Fee	The Department of State has set the acceptance fee at $35 for jurisdiction who process Passport application	$35.00**	$35.00**
132	Passport Application Fee	The Application Fee which is collected on behalf of the US Department of State, will be charged at the current rate as specified by the US Department of State. These costs may also include any charges for delivery of the application.	Actual Cost	Actual Cost

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**Fees and Charges established by separate ordinance, State Law, or another agency and not subject to CPI adjustment

#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
Section 1.1: Finance / Business License				
Per Senate Bill 234, the City cannot impose a business license fee for small or large family daycare				
160	First Returned Check Fee (Ca. Civil Code 1719 (a)(1)	*(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check	$25.00 Set by State Law**	$25.00 Set by State Law**
161	Subsequent Returned Check Fee (Ca. Civil Code 1719 (a)(1)	*(Info Only* - Established by State Law) Payments received via check when the payment is declined is declined by the bank / per check after first	$35.00 Set By State Law**	$35.00 Set By State Law**
162	Annual Business Registration (License) Dublin Municipal Code Chapter 4.04.250(A)	*(Info Only* - Established by City Ord/Code) Annual Business License / per business	$27.00	$28.00
164	New Business Registration (License)	Registration fee	$96.00	$102.00
165	Itinerant Business Registration (License) Dublin Municipal Code Chapter 4.04.250(B)	*(Info Only* - Established by City Ord/Code) Daily to a maximum of 5 days / per day	$40.00/day - Max. $200 per year	$40.00/day - Max. $200 per year
166	Temporary Business Registration (License) Dublin Municipal Code Chapter 4.04.250(C)	*(Info Only* - Established by City Ord/Code) Temporary places of sale / daily	$46.00/day	$46.00/day
167	Master Business Registration (License) Dublin Municipal Code Chapter 4.04.250(D)	*(Info Only* - Established by City Ord/Code) Master license for organizer / per permitted event	$40.00	$42.00
168	Business License Transfer Dublin Municipal Code Chapter 4.04.280	*(Info Only* - Established by City Ord/Code) Transfer is substantially similar to the ownership existing before the transfer / per transfer	$64.00	$67.00
169	Duplicate Business License Dublin Municipal Code Chapter 4.04.290	*(Info Only* - Established by City Ord/Code) Replace any license previously issued license	$23.00	$25.00
170	Delinquent Business License Processing Fee		22.00*	22.00*
171	Contract Retention Escrow Fee	Contractors may elect to have retention amounts paid to a third party escrow / per payment	$66.00	$69.00
Section 1.2: Administrative Fees - Impact Fee Credit Agreement Administration				
408	Impact Fee Credit Statement	Per statement - Developers who request statements for credit balance	$124.00	$131.00
409	Original/Transfer agreement to establish a Park Land/Affordable Unit Impact Fee Credit	Flat fee	$310.00	$327.00
410	Original/Transfer agreement to establish a Traffic Impact or Park Improvement Impact Fee Credit	Flat fee	$310.00	$327.00
411	Original/Transfer agreement to establish a Fire Impact Fee Credit	Flat fee	$310.00	$327.00
412	Impact Fee Credit Application Processing Fee	Per invoice	$141.00	$148.00
413	Impact Fee Credit Invoice Change Fee	Flat fee	$175.00	$185.00
Section 2.0: Police Services- General (Fingerprints / Records / Vehicles/ Development)				
201	Livescan (Fingerprints)	Fingerprinting / per application - Outside Agency /DOJ Fees charged separately	$31.00	$33.00
202	Fingerprint Card	Card / non-electronic prints - Outside Agency/DOJ Fees charged separately	$47.00	$50.00
203	Police Report / Inspection Verification	Authorized release of a copy of a Police Report / per report	$5.00 Flat**	$5.00 Flat**

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
204	Records Subpoena (Subpoena Duces Tecum) Ca. Govt Code 6254(f) (1) and (2)	(Info Only - Established by State Law) Response to subpoena)	$15.00**	$15.00**
205	Records subpoena: photos saved to CD	Duplication of photo records / per CD	$72.00	$76.00
206	Visa Letter	Preparation of a Visa letter requested for foreign travel / per letter	$70.00	$74.00
208	Fix-It Ticket Sign-Off	Sign-off on ticket not issued by Dublin Police Services / per citation	$10.00	$10.00
209	Repossessed Vehicle Release - Ca. Govt Code 41612	(Info Only - Established by State Law) -Process and provide release document / per release	$15.00**	$15.00**
210	Towed / Stored Vehicle Release	Provide release documentation for towed and/or stored vehicle / per vehicle	$100.00	$100.00
Section 2.1: Police Services- Permits				
220	Alcohol Beverage Control (ABC) – One Day Permit	Issuance of documents required for an application to ABC / per application (Police Chief may waive for Dublin-based non-profit)	$85.00	$90.00
221	Bingo Permit (Dublin Municipal Code Chapter 5.44)	Annual license issuance per the Municipal Code / per application	$123.00	$130.00
222	Dance Permit (Dublin Municipal Code Chapter 5.52)	Processing of a dance permit per the municipal code / per permit	$123.00	$130.00
223	Fortune Teller Permit (Dublin Municipal Code Chapter 4.08)	Processing of a fortune teller permit per the municipal code / per permit	$123.00	$130.00
224	Gun Dealer Permit	Processing of a Gun Dealer permit / per permit	$247.00	$261.00
225	Massage Establishment – Initial (Dublin Municipal Code Chapter 4.20)	Processing of a massage establishment permit per the municipal code / per location	$420.00	$443.00
226	Massage Establishment – Yearly (Dublin Municipal Code Chapter 4.20)	Annual permit after initial massage establishment permit / per permit	$268.00	$283.00
228	Parade Permit (Dublin Municipal Code Chapter 5.12)	Processing of a parade permit per the municipal code / per event (permit only - service charges per 5.12.100 additional)	$230.00	$242.00
229	Peddler Permit (Dublin Municipal Code Chapter 4.16)	Processing of a peddler permit per the municipal code / per application	$247.00	$261.00
230	Secondhand Dealer Permit (Dublin Municipal Code Chapter 4.12)	Processing of a secondhand dealer permit per the municipal code / per permit	$247.00	$261.00
231	Taxi Company (Owner) Permit - Initial (Dublin Municipal Code Chapter 6.76)	Processing of a taxi company (owner) permit per the municipal code / per initial permit	$247.00	$261.00
232	Taxi Company (Owner) Permit – Renewal (Dublin Municipal Code Chapter 6.76)	Annual permit after initial Taxi Company (owner) permit / per permit	$247.00	$261.00
233	Taxi Driver (Operator) Annual Permit – (Dublin Municipal Code Chapter 6.76)	Annual permit Taxi Driver (operator) permit / per permit	$247.00	$261.00
234	Tobacco Retailer License (Dublin Municipal Code Chapter 4.40)	Annual license issuance per the Municipal Code / per license	$311.00	$328.00
Section 2.2: Police Services- Hourly Rates				
PS1	Sheriffs Technician	Hourly rate for special services not otherwise defined / per hour	$99.00	$105.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
PS2	Sheriff's Deputy	Hourly rate for special services not otherwise defined / per hour	$199.00	$210.00
PS3	Sheriffs Sergeant	Hourly rate for special services not otherwise defined / per hour	$230.00	$242.00

Section 4.1: Fire Prevention Services Plan Review & Inspection

The fees for all plan review and inspection, fire alarm systems, fixed fire systems, and automatic fire sprinkler systems include one inspection and one re-inspection for each inspection type (e.g. weld, hydro, rough, pre-pour, functional, final, etc.). If a permit applicant elects to split inspections into small pieces such as by floor or by system; additional inspection fees will be due based upon the hourly rate.

	Plan Review & Inspection			
240	New Construction up to 5000 sq. ft.	Per application	$607.00	$640.00
241	New Construction 5000 sq. ft. to 45,000 sq. ft.	Per application	$1,307.00	$1,379.00
242	New Construction >45,000 sq. ft.	Per application	$1,707.00	$1,801.00
243	Tenant Improvement up to 5000 sq. ft.	Per application	$407.00	$429.00
244	Tenant Improvement 5000 sq. ft. to 45,000 sq. ft.	Per application	$507.00	$535.00
245	Tenant Improvement >45,000 sq. ft.	Per application	$607.00	$640.00
246	Custom Single-Family Residence ***	Per application	$307.00	$324.00
247	Processing, Review, Inspection & Approval of Licensed Care Facilities	New Fee	$369.00	$389.00
248	Review and Approval of Improvement plans and/or maps	New Fee	$249.00	$263.00
	Fire Alarm Systems – (New or Tenant Improvements)			
250	Fire Alarm System < 50 devices	Per application	$607.00	$640.00
251	Fire Alarm System > 50 devices	Per application	$1,107.00	$1,169.00
252	High-rise System	Per building	$1,807.00	$1,907.00
	Fixed Fire Protection Systems			
260	Medical Gas System	Per system	$607.00	$640.00
261	Hood Duct System	Per system	$607.00	$640.00
262	Halon or Clean Agent	Per system	$707.00	$746.00
263	Spray Booth per booth	Per system	$507.00	$535.00
	Automatic Fire Sprinkler Systems, Commercial– (New or Tenant Improvements)			
270	System < 20 heads	Base fee per system	$507.00	$535.00
271	System > 20 heads	Base fee per system	$1,007.00	$1,063.00
272	Plus amount per head in excess of 100 heads	Per head	$6.00	$6.00
273	Underground Water Supply	Per system / tap	$1,007.00	$1,063.00
	Automatic Fire Sprinkler Systems, Residential– (New and Alterations)			
275	NFPA 13 D master plan check and inspection	Per system	$807.00	$851.00
276	Additional permits for already approved master plan	Per application	$607.00	$640.00
277	NFPA 13R system (per unit, per building)	Per unit up to 50 units.	$807.00	$851.00
278	NFPA 13 System	Per unit up to 50 units /Per System	$1,107.00	$1,169.00
279	Underground Water Supply	Per system / tap	$1,107.00	$1,169.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
*** In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver. **** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.				
Section 4.2: Fire Prevention Services Regulated Activities				
300	Annual Permits - Group 1	Aerosol, Open Flames & Candles, Fire Hydrants and Valves, Open Burning, Open Flames and Torches	$105.00	$111.00
301	Annual Permits - Group 2	Carbon Dioxide Systems, Cellulose Nitrate Film, Combustible Fiber Storage, Compressed Gases, Cryogenics, Dry Cleaning Plants, Combustible Dust Producing Operations, Floor Finishing, Fruit & Crop Ripening, Fumigation, Repair Garages, HPM Facilities, Hot Work Operations, LP Gas, Liquid or Gas Fueled Equipment in assembly buildings, Lumberyards, Motor Fuel Dispensing Facilities, Rooftop Heliports, Wood Products, Magnesium, Misc. Combustible Storage, Organic Coatings, Industrial Ovens, Cutting and Welding, Storage of Scrap Tires	$159.00	$168.00
302	Annual Permits - Group 3	Temporary Membrane Structures and Tents >400 sq. ft.	$213.00	$225.00
303	Annual Permits - Group 4	Aviation Facilities, Amusement Buildings, Carnivals & Fairs, Exhibits & Trade Shows, Explosives, Flammable or Combustible Liquids, Hazardous Materials, High Piled Storage, Places of Assembly, Pyrotechnical Special Effects Material, Pyroxylin Plastics, Refrigeration Equipment, Spraying & Dipping Operations, Production Facilities, Live Audiences	$268.00	$283.00
304	Annual Permits - Group 5	Tire Rebuilding Plants	$377.00	$398.00
305	Annual Permits - Group 6	Waste Handling	$486.00	$513.00
306	Annual Permits - Group 7	Covered and Open Mall Buildings	$704.00	$743.00
307	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / Case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead.	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
	Annual Notice of Inspection (Self Inspection)			
344	Annual notice of inspection (Waived if business is subject to Annual Regulated Activity Permit)	Collected as supplement to the Annual Business Registration imposed under Dublin Municipal Code Chapter 4.04.250 / per year	$38.00	$40.00
Section 4.3: Fire Works Displays & Sales				
	Fire Works Displays			

*Local Fees and Charges not subject to annual adjustment based on Consumer Price Index (CPI)

**Fees and Charges established by separate ordinance, State Law, or another agency and not subject to CPI adjustment

#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
350	Display Aerial Base Fee	Per event	$325.00	$343.00
351	Additional amount per shell group 60 shells	If applicable added to base fee	$140.00	$147.00
352	Additional amount per shell group 61-120 shells	If applicable added to base fee	$249.00	$263.00
353	Additional amount per shell group 121-181 shells	If applicable added to base fee	$249.00	$263.00
354	Additional amount per shell group 181-240 shells	If applicable added to base fee	$249.00	$263.00
355	Additional amount per shell group > 241 shells	If applicable added to base fee	$358.00	$378.00
	Fire Works Sales			
356	Fireworks Stand Application Dublin Municipal Code Chapter 5.24.070(B)	*(Info Only* - Established by City Ord/Code) Processing and administration of fireworks stands	$144.00	$152.00
357	Fireworks Stand Inspection	Cost to inspect sales locations	$199.00	$210.00
Section 4.4: Fire Prevention Services- Hourly Rates				
FR1	Deputy Fire Marshall	Hourly rate for special services not otherwise defined / per hour	$199.00	$210.00
FR2	Fire Code Compliance Officer	Hourly rate for special services not otherwise defined / per hour	$109.00	$115.00
Section 5.1: Housing Services Program Fees				
501	Below Market Ownership Units - Transaction Fee	Administration of the "For Sale" Inclusionary units / per unit per change in ownership – Including Initial	$2,769.00	$2,922.00
502	Secondary Below Market Rate Unit - Transaction Fee	Administration of the "Second Units" designated to meet Affordable Program requirements / per unit per change in ownership – including Initial	$1,547.00	$1,633.00
504	Annual Below Market Rate Rental Monitoring Fee - 20 units or less	Rental developments with Inclusionary units / per development with restricted rent	$1,293.00	$1,365.00
505	Annual Below Market Rate Rental Monitoring Fee - 21 to 100 units	Rental developments with Inclusionary units / per development with restricted rent	$2,102.00	$2,218.00
506	Annual Below Market Rate Rental Monitoring Fee - 101 + units	Rental developments with Inclusionary units / per development with restricted rent	$3,028.00	$3,195.00
507	Annual Below Market Rate Rental Monitoring - Follow Up Compliance Fee	First follow up (base fee); additional follow up audits T&M	First Follow up $462.00 Additional - T&M	First Follow up $488.00 Additional - T&M
508	Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when an inclusionary unit requires City approval / per request	$1,032.00	$1,089.00
509	Secondary Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when a secondary inclusionary unit requires City approval / per request	$583.00	$615.00
510	First time home loan program - administrative fee	Administrative charge for review and approval of first time home buyer loan / per loan approved	$1,955.00	$2,062.00
Section 6.1: Planning Division				
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.				
	Use Permits (TUP/CUP)			
550	Minor Use Permit	Per application	$1,086.00	$1,146.00
551	Minor Use Permit – Minor Amendment	Per application	$271.00	$286.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
552	Minor Use Permit – Major Amendment	Per application	$1,086.00	$1,146.00
553	Non-Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$1,629.00	$1,719.00
554	Non-Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$1,629.00	$1,719.00
555	Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$2,715.00	$2,865.00
556	Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$2,715.00	$2,865.00
559	Conditional Use Permit – Minor Amendment (Administrative Determination)	Per request	$543.00	$573.00
560	Conditional Use Permit – Time Extension (Administrative Determination)	Per request	$380.00	$401.00
561	Conditional Use Permit – Time Extension (Planning Commission Determination)	Per request	$1,629.00	$1,719.00
562	Temporary Use Permit - Minor	Per application	$271.00	$286.00
563	Temporary Use Permit – Major	Per application	T&M	T&M
564	Temporary Use Permit – Temporary Outdoor Seating	Per application. This fee shall be valid until the City's applicable American Rescue Plan Act budget allocation is exhausted, or until September 30, 2022, whichever occurs first. Upon expiration, this fee shall be superseded by Fee #562 (Temporary Use Permit - Minor).	T&M	T&M
	Zoning Clearance-General			
570	Accommodations for persons with disabilities Review	Per application	No Fee	No Fee
571	Banner / Balloon/Searchlight	Per sign / balloon	$108.00	$114.00
572	Indoor recreational Facilities/Day Care Center/Scarlett Court	Per application	$543.00	$573.00
574	Zoning Clearance-General	Per application	$81.00	$85.00
575	Zoning Clearance – Housing Projects Eligible for Streamlined Approval	Per application	T&M	T&M
576	Zoning Clearance – SB 9 Unit Developments	Per application	T&M	T&M
	Variance			
580	Non-Residential Variance	Per application	T&M	T&M
581	Residential Variance	Per application	T&M	T&M
	Site Development Review (SDR)			
590	Site Development Review - General	Per application	T&M	T&M
591	Site Development Review – Residential Additions > 500 sq. ft.	Per application	T&M	T&M
592	Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General)	Per Sign	$352.00	$372.00
593	Site Development Review Waiver	Per request	$380.00	$401.00
594	Site Development Review Waiver for Projects' with Development Deposit Account	Time & Material	T&M	T&M
595	Site Development Review – Time Extension (Administrative Determination)	Per request	$244.00	$257.00
596	Site Development Review – Time Extension (Planning Commission Determination)	Per request	$1,221.00	$1,289.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
597	Site Development Review Waiver – Permanent Outdoor Seating	Per application. This fee shall be valid until the City's applicable American Rescue Plan Act budget allocation is exhausted, or until September 30, 2022, whichever occurs first. Upon expiration, this fee shall be superseded by Fee #593 (Site Development Review Waiver).	T&M	T&M
	PLANNED DEVELOPMENT (PD) PROCESSING			
600	Planned Development Application (Stage 1 / Stage 2)	Per application	T&M	T&M
601	Planned Development Minor Amendment –(Administrative Determination)	Per application	$556.00	$586.00
602	Planned Development Minor Amendment for Project's with Development Deposit Account	Time & Material	T&M	T&M
603	Planned Development Minor Amendment – (Planning Commission Determination)	Per application	T&M	T&M
604	Planned Development Major Amendment – (City Council Determination)	Per application	T&M	T&M
Section 6.2: Other Planning Fees				
	Other Charges			
610	Appeal of Action by Applicant	Per appeal	T&M	T&M
611	Appeal of Action by member of public (non-applicant)	Per appeal	$217.00	$229.00
612	Estoppel Certificate – Development Agreement	Per certificate prepared when requested by entity not a party to the Development Agreement	$253.00	$267.00
613	Heritage Tree Removal Permit	Per tree	$271.00	$286.00
614	Preparation of Mailing Address Labels (Noticing Requirements)	Per set of labels	$70.00	$74.00
615	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
616	General Plan Amendment	Time & Material	T&M	T&M
617	Specific Plan Amendment	Time & Material	T&M	T&M
618	Tentative Map	Time & Material	T&M	T&M
619	Development Agreement	Time & Material	T&M	T&M
620	Lot line adjustment	Time & Material	T&M	T&M
621	Building division permit referral ***	Per application	$147.00	$155.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
*** In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver. **** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.				
Section 6.3: Planning Composite Hourly Rates & Overhead				
PL1	Composite City Planning Staff Hourly Rate (Includes Overhead)	Per Hour for T&M activities	$299.00	$316.00
PL3	Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	30.0%*	30.0%*
Section 7.1: Building and Safety Division – Building Permits (Total Valuation)				
Building Permits which are not established as fixed fee shall be determined using the total valuation. In this case the fee due is based on: Occupancy and Construction Type; estimated cost of services and the Building, Residential, Mechanical, Plumbing, Electrical, Cal Green and Energy codes as adopted by the City Council including any amendments. Calculation of the Building Permit fee to be collected shall be in accordance with the Table below. The determination of the valuation and annual adjustments to the valuation shall be made by the Building Official as authorized in Dublin Municipal Code section 7.28.430(E). Fees 708, 710, 712, 714, 722 are calculated using cost per $1000 of the preceding Fee.				
	Building Permits Based on Valuation Formula / $ Valuation * **			
700	$0-$500	Per calculated valuation	$50.00	$50.00
701	$501-$1,000	Per calculated valuation	$109.00	$115.00
702	$1,001-$2,000	Per calculated valuation	$168.00	$177.00
703	$2,001-$3,000	Per calculated valuation	$230.00	$242.00
704	$3,001-$4,000	Per calculated valuation	$261.00	$276.00
705	$4,001-$5,000	Per calculated valuation	$318.00	$335.00
706	$5,001-$10,000 (first $5000)	Per calculated valuation	$318.00	$335.00
707	$5,001-$10,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$55.00	$58.00
708	$10,001-$50,000 (first $10,000)	Per calculated valuation	$593.00	$625.00
709	$10,001-$50,000(each additional $1000 or fraction thereof)	Per calculated valuation	$30.00	$32.00
710	$50,001-$100,000 (first $50,000)	Per calculated valuation	$1,793.00	$1,905.00
711	$50,001-$100,001 (each additional $1000 or fraction thereof)	Per calculated valuation	$29.00	$30.00
712	$100,001-$500,000 (first $100,000)	Per calculated valuation	$3,243.00	$3,405.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
713	$100,001-$500,000 (each additional $1000 or fraction thereof)	Per calculated valuation	$23.00	$25.00
714	$500,001 and up (first $500,000)	Per calculated valuation	$12,443.00	$13,405.00
715	$500,001 and up (each additional $1000 or fraction thereof)	Per calculated valuation	$13.00	$13.00
716	Demolition permits and removal of underground tanks	Calculate using valuation factors above	50% of the fee calculation based on valuation	50% of the fee calculation based on valuation

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**** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 7.2: Building and Safety Division – Master Plan Check / Green Building				
	Building Permits Based on Valuation Formula /$ Valuation Single Family detached tract housing (when using a Master Plan Check)			
720	$100,001-$500,000 (first $100,000)	Per calculated valuation	$2,525.00	$2,664.00
721	$100,001-$500,001 (each additional $1000 or fraction thereof)	Per calculated valuation	$12.00	$12.00
722	$500,001 and up (first $500,000)	Per calculated valuation	$6,925.00	$7,464.00
723	$500,001 and up (each additional $1000 or fraction thereof)	Per calculated valuation	$4.00	$4.00
	Building Permit State Surcharges			
725	California Building Standards Commission Green Building Valuation Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$1.00** for ea. $25,000 or fraction thereof	$1.00** for ea. $25,000 or fraction thereof
726	Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$0.13** per $1,000	$0.13** per $1,000
727	Non-Residential - California Strong Motion Instrumentation Program (SMIP) Surcharge	*(Info Only)* State fee required to be collected based on permit valuation	$0.28** per $1,000	$0.28** per $1,000

Section 7.3: Building and Safety Division – Residential Flat Fees

The provisions for residential flat fees may be applied when the specific work involved is for a single dwelling unit and /or appurtenant accessory structures where there is no other work except the item listed herein. "Service Explanations" follow the Table.

	Residential Building Permits - Flat Fees			
730	Bathroom Remodel or Repair	Per bathroom	$406.00	$428.00
731	Electrical Appliances	Per Appliance - Installation of electrical appliances per "Service Explanation" #1	$112.00	$119.00
732	Electrical Circuits (first)	First or single circuit per "Service Explanation" #2	$112.00	$119.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
733	Electrical Circuits (each additional)	Fee for each additional circuit per “Service Explanation” #2	$19.00	$20.00
734	Electrical Panels (first)	First or single panel per “Service Explanation” #3	$167.00	$176.00
735	Electrical Panels (each additional)	Fee for each additional panel per “Service Explanation” #3	$52.00	$55.00
736	Fireplace Insert	Per single installation / per “Service Explanation” #4 and #5	$211.00	$223.00
737	Garbage Disposal	Per single installation / per “Service Explanation” #1	$92.00	$97.00
738	Gas Piping System	Per single installation / per “Service Explanation” #6	$207.00	$218.00
739	Hot Tub / Spa Portable	Per single installation “Service Explanation” #7	$207.00	$218.00
740	HVAC System	Per system / “Service Explanation” #8	$220.00	$232.00
741	Kitchen Remodel or Repair (w/o structural modifications)	Per permit, limited to one kitchen	$685.00	$723.00
742	Lawn Sprinkler System	Per system for any lawn sprinkler or irrigation system	$105.00	$111.00
743	Motors	Per “Service Explanation” #9	$220.00	$232.00
744	Plumbing Fixture	Per “Service Explanation” #1 and #2	$101.00	$106.00
745	Roofing Replacement (Residential)	For re-roofing a single family dwelling	$234.00	$247.00
746	Shower / tub replacement only	Per unit	$167.00	$176.00
747	Solar System - Residential Rooftop Photovoltaic (Up to 15Kw) as defined by Government Code 66015	Per permit	$268.00	$450.00**
748	Solar System - Residential Rooftop Photovoltaic (for each Kw above 15 or fraction thereof) as defined by Government Code 66015	Each Kw above 15 of fraction thereof	$15.00**	$15.00**
750	Solar Pool Heating System	Per system (when not included with original pool permit)	$323.00	$341.00
751	Solar Water Heaters	Per application	$275.00	$291.00
752	Ventilation Fan	Per “Service Explanation” #10	$87.00	$92.00
753	Water Heater	Per “Service Explanation” #8	$101.00	$106.00
754	Water Piping System	Per single installation / per “Service Explanation” #6	$207.00	$218.00
755	Window Replacements (first 5 windows)	Per application containing 1-5 windows	$200.00	$212.00
756	Window Replacements (each additional window)	Additional per window charge added to base 1-5 window charge on same application	$10.00	$11.00

SERVICE EXPLANATIONS FOR RESIDENTIAL FLAT FEES

1 For installation, relocation, or replacement of any electrical appliance which requires plumbing installation such as garbage disposal, dishwasher, etc., (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping).
2 For installation, alteration or replacement of an electrical circuit (includes all necessary outlets, switches, receptacles, and lighting fixtures).
3 For installation, relocation or replacement of temporary power poles, power pedestals, subpanels or service upgrades (includes all necessary
4 For the installation, relocation or replacement of each vent or factory-built chimney.
5 For the installation of a solid burning fuel appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles factory-built
6 For each installation or alteration of each water piping system, gas piping system, or refrigerant piping system or portion thereof where fixtures or
7 For the installation, relocation or replacement of any spa / hot tub; includes all necessary outlets, receptacles, gas piping (only for spas supported on a slab. See Valuation Table for spas located on decking).
8 For the installation, relocation or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping vents, water piping and duct work). OR (a) For the installation, relocation or replacement of each gas fired water heater (includes all necessary water and gas piping and vents). OR (b) For the installation relocation or replacement of each electrical water
9 For installation, relocation or replacement of any motor (not an integral part of an integral part of an electrical appliance, fan, heating appliance, cooling appliance), generator, heater, electrical furnace, welding machine, transformer, and rectified (includes all necessary circuits, outlets,
10 For installation, relocation or replacement of ventilation fans connected to a single duct or outlets, switches, receptacles, fixtures and duct work).

Section 7.4: Building and Safety Division – Non-Residential Flat Fees

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
	Non-Residential Building Permits - Flat Fees			
763	Solar Panel - Non-Residential Rooftop Photovoltaic (up to 50 Kw)	Per Permit	$1,000.00**	$1,000.00**
764	Solar Panel - Non-Residential Rooftop Photovoltaic (51 Kw-250 Kw)	Per kilowatt between 51-250	$7.00**	$7.00**
765	Solar Panel - Non-Residential Rooftop Photovoltaic (above 251 Kw)	Per kilowatt above 251	$5.00**	$5.00**
766	Replacement in - kind Heating and or Air conditioning units	Per unit - “Service Explanation” #8	$675.00	$712.00
767	Water heaters - standard	Per water heater - "Service Explanation" #8	$167.00	$176.00
768	Reroof Base (Initial square)	Per initial square (10ft X 10ft) area	$130.00	$137.00
769	Reroof – Additional beyond base	Each additional square (10ft x 10ft) area or fraction thereof	$13.00	$13.00
	Section 7.5: Building and Safety Division – Construction Debris & Demolition			
771	Residential per C&D phase/bond required	Per Phase	$414.00	$437.00
772	Residential non-bonded project ****	Per application	$229.00	$241.00
774	Commercial - bonded	Per application	$414.00	$437.00
775	Commercial - non-bond	Per application	$229.00	$241.00

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	Section 7.6: Building & Safety- Composite Hourly Rates & Overhead			
BS1	Composite City Building & Safety Staff Hourly Rate (Includes Overhead)	Per hour for T&M activities	$231.00	$244.00
BS2	Overhead Rate – Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	30.0%*	30.0%*

Section 7.7: Building and Safety Division – Other Fees

For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

780	Additional plan checking, alternate means and methods applications, or plan revisions	Time and Materials	T&M	T&M
781	Certified Accessibility Specialist (CASp)- Meeting	Initial meeting and review; all other work is T&M	$1,384.00	$1,461.00
782	Code compliance survey	Initial 100 sq. ft.	$685.00	$723.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
783	Code compliance survey	Each additional 100 sq. ft. or fraction thereof	$24.00	$26.00
784	In-plant inspections	If inspection is required at a fabrication facility outside jurisdiction	T&M	T&M
785	Moved building inspection fee	Per building	T&M	T&M
786	Plan storage fee	Applies to plans required to be prepared by a professional engineer or architect	$10.00	$11.00
787	Re-inspection fee.	Per each re-inspection; on Multi-Family, fee is calculated per unit	$192.00	$202.00
788	Review geologic reports required by the Alquist-Priolo Special Studies Zones Act	Per application request	T&M	T&M
789	Service requested outside of regular working hours / business days (4 hour min)	Per hour with a four hour minimum	$261.00	$276.00
790	Special Investigations (Code compliance survey, lockout inspection or other special investigation.)	Per investigation; cost of investigation shall be in addition to the fees for any new installation made as part of the correction	T&M	T&M
791	Address Requests (single address) ***	Per Request	$122.00	$129.00
792	Address Requests (subdivision/multiple)	Time & Material	T&M	T&M
793	Issue permit refund	Per refund	$72.00	$76.00
794	Temporary Certificate of Occupancy	Per Application	$187.00	$198.00
795	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
796	Parking Lot Pavement Repair & Restriping Permit Processing	Per hour with a two hour minimum	New	T&M

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Section 8.1: Engineering / Public Works – Other Fees

For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

800	Copies - 24" x 36"	Per Sheet	$5.00*	$5.00*

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
801	Copies of Map - plotted GIS map		Not to exceed actual cost – As determined by City Manager or designee	Not to exceed actual cost – As determined by City Manager or designee
802	Research Fee	Per 1/2 Hour	$158.00	$167.00
803	Subdivision and Development Improvement Plan Review/Revision & Plan Check after 4th revision	Time & Materials	T&M	T&M
804	Subdivision and Development Improvement Plan/Map Check	Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum deposit; maximum $25,000)	T&M	T&M
805	Subdivision Inspections	Charge Time & Materials-> 3% of estimated cost of improvements ($2,500 minimum initial deposit; maximum $100,000)	T&M	T&M
806	Special Study Review (i.e., Traffic Study)	New Fee: $5,000 Initial Deposit (Time & Materials)	T&M	T&M
807	Permit processing fee	Includes cost of processing grading or encroachment permit or misc. permit	$141.00	$148.00
808	Trenching / Road Cuts – Base transverse and longitudinal trenches, road cuts, 1 - 100 sq. ft.	Base Permit cost up to 100 sq. ft.	$506.00	$534.00
809	Trenching / Road Cuts – Over 100 SF transverse and longitudinal trenches, road cuts, >100 sq. ft.	Additional permit cost per additional square foot in excess of 100 sq. ft.	$2.00	$2.00
810	Construction concrete sidewalk, curb, and gutter 1- 50 sq. ft	Base Permit cost up to 50 sq. ft.	$633.00	$668.00
811	Construction concrete sidewalk, curb, and gutter greater than 50 sq. ft	Additional permit cost per additional linear foot in excess of 50 sq. ft.	$2.00	$2.00
812	Constructing concrete driveways: residential	Per Driveway- Residential	$759.00	$801.00
813	Constructing concrete driveways: commercial	Per Driveway - Commercial	$1,265.00	$1,335.00
814	Constructing drain inlets, manholes, and connections to same	Connection of inlet	$1,012.00	$1,068.00
815	Encroachment Permit Resurfacing Surcharge – 100 sq. ft. or less	Per each permit where roadway asphalt is cut impacting 100 sq. ft. or less of roadway	$108.00	$114.00
816	Encroachment Permit Resurfacing Surcharge – per sq. ft. after 100 sq. ft.	In addition to base charge for up to 100 sq. ft. – an additional per sq. ft.	$1.00 per square foot	$1.00 per square foot
817	Transportation / Oversized Vehicle Permits: Annual	*(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per annual permit application	$90.00**	$90.00**
818	Transportation / Oversized Vehicle Permits: Single trip	*(Info Only State Limits Max. Fee Per Calif. Vehicle Code 35795 (b)(1));* per single trip application	$16.00**	$16.00**
819	Block party / street closure	Per application	See Encroachment Fee	See Encroachment Fee
820	Filming/Photography Within Public Right of Way - Professional Fee	Per Application	$748.00	$789.00
821	Filming / Photography Within Public Right of Way - Basic fee	Per application	See Encroachment Fee	See Encroachment Fee
822	Building division permit referral – residential ***	Per application	$616.00	$650.00
823	Building division permit referral - non residential	Per Application	$926.00	$977.00
824	Personal Wireless Service Facility Permit	$5,000 Initial Deposit (Time & Materials)	T&M	T&M
825	Watercourse Protection Permit	$15,000 Initial Deposit (Time & Materials)	T&M	T&M
826	ADA site compliance review	Per application	$926.00	$977.00
827	Newsrack Permit	Per application / single space in City-owned newsrack	$380.00	$401.00
828	Inspection: Public improvements construction; grading; encroachment permits	Per hour	T&M	T&M

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
829	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
830	Amended map or certificate of correction	Fixed Fee	$627.00	$662.00
831	Street Vacations/Abandonment, Right of Way Dedication Review	$2,000 Initial Deposit (Time & Materials)	T&M	T&M
832	Certificates of compliance, mergers, parcel map waivers	$3,000 initial deposit (Time & Materials)	T&M	T&M
833	Investigation fee/work without a permit (encroachment)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	Base $253.00 Over 1 Hour T&M	Base $267.00 Over 1 Hour T&M
834	Traffic control plan review (encroachment)	Fixed Fee	$371.00	$391.00
835	Processing extension of subdivision improvement agreement or development agreement (subdivision)	Time & Materials	T&M	T&M
836	Warranty inspection and project closeout (subdivision)	Fixed Fee	$926.00	$977.00
837	Condition of approval compliance review or single parcel review (no improvement plans)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	Base $317.00 Over 1 Hour T&M	Base: $334.00 Over 1 Hour T&M
838	Grading Plan Review/Site Work Permit Review	$5,000 initial deposit (Time & Materials)/$2,500 initial deposit (Time & Materials)	T&M	T&M
839	Grading Inspection	$15,000 initial deposit (Time & Materials)	T&M	T&M
840	Erosion Control Review and Inspection	$1,000 initial deposit (Time & Materials)	T&M	T&M
841	Nuisance Abatement - Tree trimming, Sidewalk Repair	See muni code	See Muni Code	See Muni Code

*** In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

**** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 8.2: Engineering- Cash Bond Required For Encroachment Permit (If No Surety Bond)				
850	Transverse and longitudinal trenches, road cuts, and other street excavation work – 50 square feet of less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	$500.00*

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
851	Transverse and longitudinal trenches, road cuts, and other street excavation work – in excess of 50 square feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*
852	Concrete Sidewalk 50 square feet or less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	$500.00*
853	Concrete Sidewalk more than 50 square feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*	$500.00 + $5.00/ sq. ft. in excess of 50 sq. ft.*
854	Concrete Curb and / or gutter of 30 linear feet or less	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00*	$500.00*
855	Concrete Curb and / or gutter more than 30 linear feet	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 + $20.00/ linear ft. in excess of 30 linear ft.*	$500.00 + $20.00/ linear ft. in excess of 30 linear ft.*
856	Residential Concrete Driveway	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$500.00 Minimum*	$500.00 Minimum*
857	Commercial Concrete Driveway	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$1,000.00 Minimum*	$1,000.00 Minimum*
858	Drop inlets, manholes and connections to same	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	$1.000.00 Minimum*	$1.000.00 Minimum*
859	Temporary street or lane closures	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	No Deposit / Bond Required	No Deposit / Bond Required
860	Miscellaneous encroachment work	Minimum Bond Amount Per Application - See Section 8.2(A): Conditions	Amount to be determined by the Public Works Director in accordance with the nature and scope of work	Amount to be determined by the Public Works Director in accordance with the nature and scope of work

Section 8.2(A): Conditions: -Cash Bond Required For Encroachment Permit

- **Conditions For Release:** Bonds shall be released six months after the work has been accepted by the City, provided there are no defects in the work.
- **Annual Bonds:** A minimum annual cash deposit of $5,000.00 may be posted in lieu of a cash or a surety bond for each permit. The City may require additional bonds or cash deposits

Section 8.3: Engineering- Composite Hourly Rates & Overhead				
EN1	Composite City Engineering Staff (Excludes Inspectors) Hourly Rate (Includes Overhead)	Per hour for T&M activities	$317.00	$334.00
EN2	Composite City Public Works / Engineering Inspectors Rate (Includes Overhead)	Per hour for T&M activities	$253.00	$267.00
EN5	Overhead Rate - Applied to actual costs incurred for consultant services and expenses billed under T&M	Percentage applied to City costs	26%*	26%*
Section 8.4: Environmental Programs- Fees				
870	Building division permit referral	Flat Fee	$493.00	$520.00
871	Stormwater Treatment Measure Inspection	Per Hour	$253.00	$267.00
872	Storm Drain Medallion	Each Medallion	$10.00	$11.00

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873	Stormwater Facility Inspections: Restaurant/Commercial	Flat Fee	$414.00	$437.00
874	Trash Capture/Enclosure Inspection	Flat Fee	$210.00	$222.00
875	Review of Annual Maintenance Reports of privately maintained post-construction	Flat Fee	$234.00	$247.00
876	Initial Annual Self Haul Permit	Annual Permit	$611.00	$645.00
877	Annual Self Haul Permit Renewal	Annual Permit	$365.00	$385.00
878	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
Section 8.5: Environmental Programs- Composite Hourly Rates				
ENV1	Environmental Coordinator	Per Hour	$213.00	$225.00
ENV2	Environmental Technician	Per Hour	$183.00	$193.00
ENV3	Office Assistant II	Per Hour	$127.00	$134.00
Section 9.1: City Attorney – Development Application Processing				
For all development related activities noted as Time and Materials (T&M), the cost of the City Attorney shall be determined by applying the designated overhead factor to the Cost for City Attorney services incurred by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.				
CA1	Overhead Rate – Applied to City Attorney Costs associated with Planning and Engineering Applications	Percentage applied to City costs	44%*	44%*
CA2	Equivalent Fees and Charges	Fees for services or costs not explicitly listed in any section in the Master Fee Schedule / case by case basis, may include: staff costs; contractor / consultant costs; reimbursable expenses; general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead	As determined by City Manager or designee based on actual costs and rates plus general overhead
Section 10.1: Parks & Recreation Program Fees - Activity Fees**				
All Parks & Recreation Program Fees are subject to 20% increase based on the Parks & Community Services Pricing Policy.				
(1) Noted activities were added during the year at the Parks & Community Services Director's discretion, per Policy; or were new fees approved byt the City				
	Family Programs			

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
FP1	After School Recreation	Full Session / 13 weeks each	Resident $762 Non-Resident $914 (beginning 5/1/19)	Resident $794 Non-Resident $952
FP2	After School Recreation	Late Fee / per minute	Flat Fee $10 Plus $1 each minute	Flat Fee $10 Plus $1 each minute
FP3	Seasonal Half Day Camps	Half Day - One week session	Resident $101 Non-Resident $121	Resident $105 Non-Resident $126
FP4	Seasonal Full Day Camps	Full Day / One week session	Resident $244 Non-Resident $293	Resident $338 Non-Resident $405
FP5	Seasonal Full Day Camp includes Waterpark Admission	Full Day / One week session	New	Resident $408 Non-Resident $490
FP6	Camp Connector	Lunch Connector / 1 hour	Resident $20 Non-Resident $24	Resident $21 Non-Resident $25
FP7	Dublin L.E.A.D. Program	Summer Session	Resident $114 Non-Resident $137	Resident $119 Non-Resident $143
FP8	After School L.E.A.D.	Full Session / 13 weeks each	New	Resident $592 Non-Resident $710
	Preschool Programs			
PP1	Preschool - 3-Year Old Classes	2 days per week session / 11 weeks each	Resident $538 Non-Resident $646	Resident $631 Non-Resident $743
PP2	Preschool - 4-Year Old Classes	2 days per week session / 11 weeks each	Resident $571 Non-Resident $685	Resident $665 Non-Resident $784
PP3	Preschool - 3-Year Old Classes	3 days per week session / 11 weeks each	Resident $804 Non-Resident $965	Resident $908 Non-Resident $1,075
PP4	Preschool - 4-Year Old Classes	3 days per week session / 11 weeks each	Resident $845 Non-Resident $1,014	Resident $950 Non-Resident $1,127
PP5	Preschool - 4-Year Old Classes	4 days per week session / 11 weeks each	Resident $1,280 Non-Resident $1,536	Resident $1,404 Non-Resident $1,671
PP7	Camp Shamrock	1 week session (half day)	Resident $123 Non-Resident $148	Resident $128 Non-Resident $154
	Senior Center Programs			
SC1	Activity Fee	Per activity	Resident $3-$15 Non-Resident $3.5-$18	Resident $3-$16 Non-Resident $4-$19
SC2	Special Luncheons	Per Luncheon	Resident $10-$20 Non-Resident $12-$24	Resident $10-$21 Non-Resident $13-$25
SC3	Dances	Pre-Registrations / Per Person	Resident $10-$25 Non-Resident $13-$30	Resident $10-$26 Non-Resident $13-$31
SC4	Dances	At the Door / Per Person	Resident & Non-Resident $15-$40	Resident $16-$42 Non-Resident $19-$50
SC5	Trips and Tours	City Trips & Tours / Per trip	Resident & Non-Resident $15-$100	Resident $16-$104 Non-Resident $19-$125
SC6	Trips and Tours - Additional fee	Contracted Trips & Tours / Per trip	Resident & Non-Resident $25-$300	Resident $26-$313 Non-Resident $31-$375

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
	Sports Programs			
SP1	Adult Sports	Basketball Adult League	Resident $499-$699 Non-Resident $599-$839	Resident $520-$728 Non-Resident $624-$874
SP2	Adult Sports	Softball Adult League	Resident $499-$699 Non-Resident $599-$839	Resident $520-$728 Non-Resident $624-$874
SP3	Adult Sports	Sports League Late Registration Fee	Resident $25 Non-Resident $25	Resident $26 Non-Resident $26
SP4	Youth Sports	Junior Warriors Basketball League - Winter Season	Resident $183 Non-Resident $220	Resident $191 Non-Resident $229
SP5	Youth Sports	Junior Warriors Basketball League - Summer Season	Resident $127 Non-Resident $152	Resident $132 Non-Resident $158
SP6	Youth Sports	Teeball League	Resident $120 Non-Resident $144	Resident $125 Non-Resident $150
	Wave			
WV1	Waterpark Admission Fees (Full Day)	Children under 2	Resident and Non-Resident Fee $3	Resident Fee $3 Non-Resident Fee $4
WV2	Waterpark Admission Fees (Full Day)	Recreational Swimming Under 40"	Resident Fee $13 Non-Resident Fee $15	Resident Fee $14 Non-Resident Fee $17
WV3	Waterpark Admission Fees (Full Day)	Recreational Swimming Over 40"	Resident Fee $15 Non-Resident Fee $17	Resident Fee $16 Non-Resident Fee $19
WV4	Waterpark Admission Fees (Full Day)	Military Military Personnel, veterans, reservists, active duty military (up to 3 guests) (1)	$10	$10
WV5	Waterpark Season Pass (Resident) Adminission Fees (1) (M-Th)	Children under 2	Resident $20	Resident $21
WV6	Waterpark Season Pass (Resident) Adminission Fees (1) (M-Th)	Recreational Swimming Under 40" (M-Th)	Resident $75	Resident $78
WV7	Waterpark Season Pass (Resident) Adminission Fees (1) (M-Th)	Recreational Swimming Over 40" (M-Th)	Resident $85	Resident $89
WV8	Waterpark Family Season Pass Resident Only, M-Th, No Holidays	Family waterpark summer season pass for residents only.	$270	Resident $281
WV9	Swim Lessons 1 Instructor to 8 Participants	Per Class	$10	Resident $10 Non-Resident $13
WV10	Swim Lessons 1 Instructor to 6 Participants	Per Class	$14	Resident $15 Non-Resident $18
WV11	Swim Lessons 1 Instructor to 5 Participants	Per Class	$20	Resident $21 Non-Resident $25
WV12	Lessons 1 Instructor to 4 Participants	Per Class	$26	Resident $27 Non-Resident $33
WV13	Swim Lessons 1 Instructor to 2 Participants	Per Class	$35	Resident $36 Non-Resident $44
WV14	Lessons 1 Instructor to 1 Participants	Per Class	$55	Resident $57 Non-Resident $69

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WV15	Swim Team Junior Green Gators	Per Class	Resident $12 Non-Resident $14	Resident $13 Non-Resident $16
WV16	Swim Team Green Gator	Per Person Per Season	New	Resident $359 Non-Resident $431
WV17	Lap Swim/Water Walking	Per visit charge. Purchase of $50 punch card allows 10 visits	$6	Resident $6 Non-Resident $8
WV18	Birthday Party Package - Summer Season	Party Packages / Per person	Resident $30 Non-Resident $36	Resident $31 Non-Resident $38
WV19	Birthday Party Package - Off-Season	Party Packages / Per person	Resident $22 Non-Resident $26	Resident $23 Non-Resident $28
WV20	Public Address Announcements (1)	3 personal announcements (birthdays, reunions, personal messages)	$25	Resident $26 Non-Resident $31
WV21	Recreational Swim (Under 2 Years)	Per Person Per Visit	Resident $3 Non-Resident $5	Resident $3 Non-Resident $4
WV22	Recreational Swim (Over 2 Years)	Per Person Per visit / Purchase of $50 punch card allows 10 visits.	$6	Resident $6 Non-Resident $8
	HERITAGE PARK & MUSEUMS			
HP1	Heritage Park Drop-In Programs	Heritage Park Drop-In Programs Per Person	$3.00	Resident $3 Non-Resident $4
HP2	Ghosts Of Dublin Tour	Per Person Admission Fee	Resident $14 Non-Resident $17	Resident $15 Non-Resident $18
HP3	Weekend History Events	Per Person Per Event	Resident $5 Non-Resident $6	Resident $5-$15 Non-Resident $6-$18
HP4	Group Tours	Per Person Per Tour	$5.00	Resident $5 Non-Resident $6
HP5	School Field Trips	Per Student Per Field Trip	$4.00	Resident $4 Non-Resident $5
HP6	Pioneer Activity	Per Student Per Activity	$1.50	Resident $1.50 Non-Resident $2.50
	Contract Classes			
	For all Contract Instructor Activities, Fees for Residents and for Non-Residents may vary. The fees are based on the contract agreements with each instructor and are subject to change at the discretion of the Parks & Community Services Director.		VARIES	VARIES
Section 10.2: Parks & Recreation Program Fees - Cemetery Fees for Heritage & Cultural Arts Center**				
CF1	Interment Fees	Cremation/Burial	$330	$344
CF2	Interment Fees	Earth Burial	$4,985	$5,194
CF3	MEMORIAL BENCH	MEMORIAL BENCH WITH ABILITY TO HOLD HUMAN REMAINS	$3,300.00	No Change

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CF4	MEMORIAL BOULDER	MEMORIAL BOULDER WITH ABILITY TO HOLD HUMAN CREMATIONS	$2,800.00	No Change
CF5	MEMORIAL TREE	HAAWTHORN TREE WITH PLAQUE, NO HUMAN REMAINS	$800.00	No Change
CF6	MEMORIAL BRICK	MEMORIAL BRICK WITH PERSONALIZED INSCRIPTION, NO HUMAN REMAINS	$350.00	No Change
CF7	Adopt a Bench	New or existing bench with a personal message engraved on a plaque / Per Bench	New	Existing Bench $1,500 New Bench $2,500
Section 10.3: Parks & Recreation Program Fees - Facility Rental Fees**				
	Additional Facility Rental Fees for Amenities			
FR0	Dance Floor, Stage, Piano, Linens, Patio Heaters, Wedding Arch, Etc / Amenities for rent with facility rental	Additional Items Available for Rent Per Amenity	New	$15-$200
	Civic Center Rental (Council Chambers & Regional Meeting Room) *Deposit of $500 (Update)			
FR1	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of meetings / Per Hour	No Fee	No Fee
FR2	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising / Per Hour	$68	$71
FR3	Individuals or Other Groups	Per Hour	Resident $90 Non-Resident $108	Resident $94 Non-Resident $113
FR4	Commercial Uses	Per Hour	Dublin-based Business $120 Non Dublin-based Business $144	Dublin-based Business $125 Non Dublin-based Business $150
	Heritage Park & Museums Facility Rental - St. Raymond Church *Deposit of $500 (Update)			
FR5	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Use during regular business hours for the purpose of meetings - Hourly Fee Setup and Takedown Fee Only / per hour per staff	$15	Hourly - Free Setup/Tear Down $17
FR6	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Use During outside of business hours for the purpose of meetings - per hour per staff	$15	$17.00
FR7	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Used for the purpose of fundraising - Per Hour	$45	$47.00

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
FR8	Individuals or Other Groups	Per Hour	Resident $60 Non-Resident $72	Resident $63 Non-Resident $75
FR9	Commercial Uses	Per Hour	Dublin-based Business $80 Non Dublin-based Business $96	Dublin-based Business $83 Non Dublin-based Business $100
FR10	Individuals or Other Groups	Discount on hourly rental rates when multiple rooms are rented.	10% discount on hourly rental rates	10% discount on hourly rental rates
	Heritage Park & Museums Facility Rental - St. Raymond Church Outdoor Patio Monday-Thursday as a Standalone Deposit of $500			
RP1	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Youth Sports Leagues	Use during regular business hours for the purpose of meetings - Hourly Fee Setup and Takedown Fee Only / Per hour per staff	New	Hourly - Free Setup/Tear Down $17
RP2	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Youth Sports Leagues	Use outside of business hours for the purpose of meetings - Per hour per staff	New	$17.00
RP3	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Youth Sports Leagues	Used for the purpose of fundraising / Per hour	New	$45.00
RP4	Individuals or Other Groups	Per Hour	New	Resident $60 Non-Resident $72
RP5	Commercial Uses	Per Hour	New	Dublin-based Business $80 Non Dublin-based Business $96
RP6	Individuals or Other Groups	Discount on hourly rental rates when multiple rooms are rented.	New	10% discount on hourly rate
	Heritage Park & Museums Facility Rental - Kolb Sunday School Barn *Deposit of $500 (Update)			
FR11	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Use during regular business hours for the purpose of meetings - Hourly Fee Setup and Takedown Fee Only / per hour per staff	Setup/Takedown $15	Hourly - Free Setup/Tear Down $17
FR12	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Use outside of business hours for the purpose of meetings Per hour per staff	$25	$26
FR13	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Use for the purpose of fundraising Per Hour	$76	$79

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FR14	Individuals or Other Groups	Per Hour	Resident $100 Non-Resident $120	Resident $104 Non-Resident $125
FR15	Commercial Uses	Per Hour	Dublin-based Business $134 Non Dublin-based Business $161	Dublin-based Business $140 Non Dublin-based Business $168
FR16	Individuals or Other Groups	Discount on hourly rental rates when multiple rooms are rented.	10% discount on hourly rental rates	10% discount on hourly rental rates
	Heritage Park & Museums Facility Rental - Lawn Area *Deposit of $500 (Update)			
FR17	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Use during regular business hours for the purpose of meetings - Hourly Fee Setup and Takedown Fee Only / Per hour per staff	$15	Hourly - Free Setup/Tear Down $17
FR18	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Use outside of business hours for the purpose of meetings Per hour per staff		$17
FR19	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations and Youth Sports Leagues	Use for the purpose of fundraising Per Hour	$57	$59
FR20	Individuals or Other Groups	Lawn Area per hour	Resident $75 Non-Resident $90	Resident $78 Non-Resident $94
FR21	Commercial Uses	Lawn Area per hour	Resident $100 Non-Resident $120	Resident $104 Non-Resident $125
	Library Community Room *Deposit of $500 (Update)			
FR22	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of meetings Per Hour	No Fee	No Change
FR23	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$68/hour	$71
FR24	Individuals or Other Groups	Per Hour	Resident $90 Non-Resident $108	Resident $94 Non-Resident $113
FR25	Commercial Uses	Per Hour	Dublin-based Business $120 Non Dublin-based Business $144	Dublin-based Business $125 Non Dublin-based Business $150
	Senior Center Facility Rental - Ballroom *Deposit of $750 (Update)			

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FR26	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of meetings Per Hour	$46	$48
FR27	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$139	$145
FR28	Individuals or Other Groups	Per Hour	Resident $185 Non-Resident $222	Resident $193 Non-Resident $231
FR29	Commercial Uses	Per Hour	Dublin-based Business $246 Non Dublin-based Business $296	Dublin-based Business $256 Non Dublin-based Business $308
	Senior Center Facility Rental - Kitchen(separate from Ballroom rental)Minimum 3 hour rental, only permitted on weekdays - *Deposit of $750 (NEW)			
FR30	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues - (NEW)	Use during regular business hours Per Hour	$15 per hour	$17
FR31	Public Agencies, Dublin Chamber of Commerce, Dublin- based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use Outside of Regular Business Hours Per Hour	$23 per hour	$24
FR32	Individuals or Other Groups	Per Hour	Resident $80/Non-resident $96	Resident $83 Non-resident $100
FR33	Commercial Uses	Per Hour	Dublin-based Business $115 Non Dublin-based Business $138	Dublin-based Business $120 Non Dublin-based Business $144
	Senior Center Facility Rental - Classroom A *Deposit of $750 (Update)			
FR34	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of meeting in conjunction with rental of the Senior Center Ballroom. Per Hour.	$9	$17
FR35	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of meeting as a standalone rental during Senior Center business hours. Per Hour.	$15	$17
FR36	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$23	$24
FR37	Individuals or Other Groups	Per Hour	Resident $37 Non-Resident $44	Resident $39 Non-Resident $46
FR38	Commercial Uses	Per Hour	Dublin-based Business $49 Non Dublin-based Business $59	Dublin-based Business $51 Non Dublin-based Business $61

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
	Senior Center Facility Rental - Classroom B *Deposit of $750 (Update)			
FR39	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of meeting Per Hour	$15	$17
FR40	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$23	$24
FR41	Individuals or Other Groups	Per Hour	Resident $28 Non-Resident $34	Resident $29 Non-Resident $35
FR42	Commercial Uses	Per Hour	Dublin-based Business $38 Non Dublin-based Business $46	Dublin-based Business $40 Non Dublin-based Business $48
	Senior Center Facility Rental - Classroom C/D *Deposit of $750 (Update)			
FR43	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of meeting Per Hour	$15.00	$17
FR44	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$23.00	$24
FR45	Individuals or Other Groups	Per Hour	Resident $37 Non-Resident $44	Resident $39 Non-Resident $46
FR46	Commercial Uses	Per Hour	Dublin-based Business $49 Non Dublin-based Business $59	Dublin-based Business $51 Non Dublin-based Business $61
	Senior Center Facility Rental - Meeting Room *Deposit of $750 (Update)			
FR47	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of meeting Per Hour	$4	$17
FR48	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$13	$17

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
FR49	Individuals or Other Groups	Per Hour	Resident $17 Non-Resident $20	Resident $18 Non-Resident $21
FR50	Commercial Uses	Per Hour	Dublin-based Business $22 Non Dublin-based Business $27	Dublin-based Business $23 Non Dublin-based Business $28
	Shannon Center Facility Rental - Ambrose Hall *Deposit of $750			
FR51	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use during regular business hours - Setup and Takedown Fee Only per attendant per hour	Setup/Takedown $15	Hourly - Free Setup/Tear Down $17
FR52	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use outside of business hours - Per attendant per hour	$85	$89
FR53	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$188	$196
FR54	Individuals or Other Groups	Per Hour	Resident $250 Non-Resident $300	Resident $261 Non-Resident $313
FR55	Commercial Uses	Per Hour	Dublin-based Business $332 Non Dublin-based Business $400	Dublin-based Business $346 Non Dublin-based Business $415
	Shannon Center Facility Rental - Outdoor Patio (separate from Ballroom rental) Monday-Thursday Deposit of $500 (NEW)			
FR56	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use during regular business hours - Setup and Takedown Fee Only per attendant per hour	New	Hourly - Free Setup/Tear Down $17
FR57	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use outside of business hours - Per attendant per hour	New	$31

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
FR58	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	New	$92
FR59	Individuals or Other Groups	Per Hour	New	Resident $123 Non-Resident $148
FR60	Commercial Uses	Per Hour	New	Dublin-based Business $164 Non Dublin-based Business $197
	Shannon Center Facility Rental - Kitchen(separate from Ballroom rental)	**Minimum 3 hour rental, only permitted on weekdays - *Deposit of $750 (NEW)**		
FR61	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues - (NEW)	Use during regular business hours. Per Hour.	$15	$17
FR62	Public Agencies, Dublin Chamber of Commerce, Dublin- based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use Outside of Regular Business Hours. Per Hour.	$23	$24
FR63	Individuals or Other Groups	Per Hour	Resident $80 Non-resident $96	Resident $83 Non-resident $100
FR64	Commercial Uses	Per Hour	Dublin-based Business $115 Non Dublin-based Business $138	Dublin-based Business $120 Non Dublin-based Business $144
	Shannon Center Facility Rental - Multipurpose Room *Deposit of $750			
FR65	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use during regular business hours - Setup and Takedown Fee Only per attendant per hour	Setup/Takedown $15	Hourly - Free Setup/Tear Down $17
FR66	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use outside of business hours - Per attendant per hour	$23	$24
FR67	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$53	$55
FR68	Individuals or Other Groups	Per Hour	Resident $70 Non-Resident $84	Resident $73 Non-Resident $88
FR69	Commercial Uses	Per Hour	Dublin-based Business $93 Non Dublin-based Business $112	Dublin-based Business $97 Non Dublin-based Business $116
	Shannon Center Facility Rental - Classroom *Deposit of $750			

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
FR70	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use during regular business hours - Setup and Takedown Fee Only per attendant per hour	Setup/Takedown $15	Hourly - Free Setup/Tear Down $17
FR71	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use outside of business hours - Per attendant per hour	$14	$17
FR72	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Use for the purpose of fundraising Per Hour	$23	$24
FR73	Individuals or Other Groups	Per Hour	Resident $30 Non-Resident $36	Resident $31 Non-Resident $38
FR74	Commercial Uses	Per Hour	Dublin-based Business $40 Non Dublin-based Business $48	Dublin-based Business $42 Non Dublin-based Business $50
	Stager Gym Facility Rental *Deposit ($500) - New			
FR75	Dublin Sports League Organizations, Public Agencies, Dublin Chamber of Commerce, Dublin Charitable and Social Welfare Organizations	Per Hour	Resident Fee Only $40	Resident Fee Only $42
FR76	Individuals or Other Groups	Per Hour	Resident $60 Non-Resident $72	Resident $63 Non-Resident $75
FR77	Commercial Uses	Per Hour	Dublin-based Business $80 Non Dublin-based Business $96	Dublin-based Business $83 Non Dublin-based Business $100
	Wave Rentals			
WR1	Shaded Space Rentals	WEEKDAY Cabanas (3) 10'x10' structure with privacy screening, patio furniture.	$80	Resident $83 Non-Resident $100
WR2	Shaded Space Rentals	WEEKEND Cabanas (3) 10'x10' structure with privacy screening, patio furniture.	$90	Resident $94 Non-Resident $113
WR3	Shaded Space Rentals	Luxury Lounges (10+) Portable shaded coverings with two lounges.	$40	Resident $42 Non-Resident $50
WR4	Pool/Amenity Rentals	Full Park Buyout - includes: Paul McCreary Sports Pool, Natatorium, Children's Splash Zone, and Waterslide Tower / Per Hour (Deposit $750)	Resident & Non-Profit $1,200 Non-Resident $1,440 Commercial $1,750	Resident & Non-Profit $1,250 Non-Resident $1,500 Commercial $1,824
WR5	Pool/Amenity Rentals	Children's Splash Zone / Per Hour (Deposit $500)	Resident & Non-Profit $330 Non-Resident $400 Commercial $500	Resident & Non-Profit $344 Non-Resident $413 Commercial $521

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
WR6	Pool/Amenity Rentals	Lower Level of Tower - includes: Mt. Diablue, Golden Wave, and Riptide Rider / Per Hour (Deposit $500)	Resident & Non-Profit $380 Non-Resident $460 Commercial $560	Resident & Non-Profit $396 Non-Resident $475 Commercial $584
WR7	Pool/Amenity Rentals	Full Waterslide Tower - includes: Emerald Plunge, Shamrock Swirl, and Dublin Screamer / Per Hour (Deposit $500)	Resident & Non-Profit $450 Non-Resident $540 Commercial $680	Resident & Non-Profit $469 Non-Resident $563 Commercial $709
WR8	Pool/Amenity Rentals	Natatorium Rental / Per Hour (Deposit $500)	Resident & Non-Profit $280 Non-Resident $540 Commercial $680	Resident & Non-Profit $292 Non-Resident $354 Commercial $427
WR9	Pool/Amenity Rentals	Lane Rental: Paul McCreary Sports Pool Per Lane / During Normal Operating Hours / Per Hour	Resident & Non-Profit $12/hour Non-Resident $14/hour Commercial $19/hour	Resident & Non-Profit $13 Non-Resident $15 Commercial $20
WR10	Pool/Amenity Rentals	Paul McCreary Sports Pool / During Normal Operating Hours / Per Hour (Deposit $500)	Resident & Non-Profit $280 Non-Residential $340 Commercial $410	Resident & Non-Profit $292 Non-Residential $350 Commercial $427
WR11	Other Amenities & Services	Community Room Rental Deposit of $500 (New)	Resident & Non-Profit $100 Non-Resident $118 Commercial $154	Resident & Non-Profit $104 Non-Resident $125 Commercial $160
WR12	Other Amenities & Services	Picnic Area Rental (added to other rental)	Add-on Amenity, Flat $25/hr	To be Deleted
WR13	Other Amenities & Services	Additional Staff / per hour	$30	$34
WR14	Other Amenities & Services	Additional Set-Up Fee for Technology and Equipment Package / Per Day	New	$500
WR15	Wave Locker Fees	Locker fees for the storage of guest items / Per Locker	Storage fee based on locker size $5-$15	Storage fee based on locker size $6-$20

Section 10.4: Parks & Recreation Program Fees - Picnic Area Rental Fees**

Park Picnic Area Rentals

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
PR1	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 200)	$100/4 hours $25 each additional hour Use for the Purpose of Fundraising $226/4 hours $57 each additional hour	$100/4 hours $25 each additional hour Use for the Purpose of Fundraising $226/4 hours $57 each additional hour
PR2	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 96)	$48/4 hours $12 each additional hour Use for the Purpose of Fundraising $108/4 hours $27 each additional hour	$48/4 hours $12 each additional hour Use for the Purpose of Fundraising $108/4 hours $27 each additional hour
PR3	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 80)	$44/4 hours $11 each additional hour Use for the Purpose of Fundraising $85/4 hours $21 each additional hour	$44/4 hours $11 each additional hour Use for the Purpose of Fundraising $85/4 hours $21 each additional hour
PR4	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 64)	$32/4 hours $8 each additional hour Use for the Purpose of Fundraising $73/4 hours $18 each additional hour	$32/4 hours $8 each additional hour Use for the Purpose of Fundraising $73/4 hours $18 each additional hour
PR5	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 56)	$28/4 hours $7 each additional hour Use for the Purpose of Fundraising $64/4 hours $16 each additional hour	$28/4 hours $7 each additional hour Use for the Purpose of Fundraising $64/4 hours $16 each additional hour
PR6	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 48)	$24/4 hours $6 each additional hour Use for the Purpose of Fundraising $54/ 4 hours $14 each additional hour	$24/4 hours $6 each additional hour Use for the Purpose of Fundraising $54/ 4 hours $14 each additional hour

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
PR7	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic - Area (seats 36)	$18/4 hours $5 each additional hour Use for the Purpose of Fundraising $41/4 hours $10 each additional hour	$18/4 hours $5 each additional hour Use for the Purpose of Fundraising $41/4 hours $10 each additional hour
PR8	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 24)	$12/4 hours $3 each additional hour Use for the Purpose of Fundraising $28/4 hours $7 each additional hour	$12/4 hours $3 each additional hour Use for the Purpose of Fundraising $28/4 hours $7 each additional hour
PR9	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 18) / 4 HoursPer each additional hour	New	$12/4 hours $3 each additional hour Use for the Purpose of Fundraising $24/4 hours $6 each additional hour
PR10	Individuals or Other Groups	Picnic Area (seats 200)	Resident $300/4 hours $75 each additional hour Non-Resident $360/4 hours $90 each additional hour	Resident $300/4 hours $75 each additional hour Non-Resident $360/4 hours $90 each additional hour
PR11	Individuals or Other Groups	Picnic Area (seats 96)	Resident $144/4 hours $36 each additional hour Non-Resident $173/4 hours $43 each additional hour	Resident $144/4 hours $36 each additional hour Non-Resident $173/4 hours $43 each additional hour
PR12	Individuals or Other Groups	Picnic Area (seats 80)	Resident $120/4 hours $30 each additional hour Non-Residents $144/4 hours $36 each additional hour	Resident $120/4 hours $30 each additional hour Non-Residents $144/4 hours $36 each additional hour
PR13	Individuals or Other Groups	Picnic Area (seats 64)	Resident $96/4 hours $24 each additional hour Non-Residents $115/4 hours $29 each additional hour	Resident $96/4 hours $24 each additional hour Non-Residents $115/4 hours $29 each additional hour
PR14	Individuals or Other Groups	Picnic Area (seats 56)	Resident $84/4 hours $21/each additional hour Non-Residents $101/4 hours $25 each additional hour	Resident $84/4 hours $21/each additional hour Non-Residents $101/4 hours $25 each additional hour
PR15	Individuals or Other Groups	Picnic Area (seats 48)	Resident $72/4 hours $18 each additional hour Non-Residents $86/4 hours $22 each additional hour	Resident $72/4 hours $18 each additional hour Non-Residents $86/4 hours $22 each additional hour

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
PR16	Individuals or Other Groups	Picnic - Area (seats 36)	Resident $54/4 hours $14 each additional hour Non-Resident $65/4 hours $16 each additional hour	Resident $54/4 hours $14 each additional hour Non-Resident $65/4 hours $16 each additional hour
PR17	Individuals or Other Groups	Picnic Area (seats 24)	Resident $36/4 hours $9 each additional hour Non-Resident $43/4 hours $11 each additional hour	Resident $36/4 hours $9 each additional hour Non-Resident $43/4 hours $11 each additional hour
PR18	Individuals or Other Groups	Picnic Area (seats 18) / 4 HoursPer each additional hour	New	Resident $28/4 hours $7 each additional hour Non-Resident $36/4 hours $9 each additional hour
PR19	Comercial Uses	Picnic Area (seats 200)	Resident $400/4 hours $100 each additional hour Non-Resident $480/4 hours $120 each additional hour	Resident $400/4 hours $100 each additional hour Non-Resident $480/4 hours $120 each additional hour
PR20	Comercial Uses	Picnic Area (seats 96)	Resident $192/4 hours $48 each additional hour Non-Resident $230/4 hours $58 each additional hour	Resident $192/4 hours $48 each additional hour Non-Resident $230/4 hours $58 each additional hour
PR21	Comercial Uses	Picnic Area (seats 80)	Resident $152/4 hours $38 each additional hour Non-Residents $182/4 hours $46 each additional hour	Resident $152/4 hours $38 each additional hour Non-Residents $182/4 hours $46 each additional hour
PR22	Comercial Uses	Picnic Area (seats 64)	Resident $127/4 hours $32 each additional hour Non-Residents $152/4 hours $38 each additional hour	Resident $127/4 hours $32 each additional hour Non-Residents $152/4 hours $38 each additional hour
PR23	Comercial Uses	Picnic Area (seats 56)	Resident $112/4 hours $28 each additional hour Non-Residents $134/4 hours $34 each additional hour	Resident $112/4 hours $28 each additional hour Non-Residents $134/4 hours $34 each additional hour
PR24	Comercial Uses	Picnic Area (seats 48)	Resident $96/4 hours $24 each additional hour Non-Residents $115/4 hours $29 each additional hour	Resident $96/4 hours $24 each additional hour Non-Residents $115/4 hours $29 each additional hour
PR25	Comercial Uses	Picnic - Area (seats 36)	Resident $72/4 hours $18 each additional hour Non-Resident $86/4 hours $22 each additional hour	Resident $72/4 hours $18 each additional hour Non-Resident $86/4 hours $22 each additional hour

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
PR26	Comercial Uses	Picnic Area (seats 24)	Resident $48/4 hours $12 each additional hour Non-Resident $58/4 hours $15 each additional hour	Resident $48/4 hours $12 each additional hour Non-Resident $58/4 hours $15 each additional hour
PR27	Comercial Uses	Picnic Area (seats 18) / 4 HoursPer each additional hour	New	Resident $36/4 hours $9 each additional hour Non-Resident $44/4 hours $11 each additional hour
	Emerald Glen Amphitheater Fees			
AM1	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Daily Fee	$207.50	$216
AM2	Public Agencies, Dublin Chamber or Commerce, Dublin-based Charitable and Social Welfare and Sport League Organizations	Daily Fee	$470	$490
AM3	Individuals/Other Groups - Resident	Daily Fee	$625	$651
AM4	Individuals/Other Groups -Non-Resident	Daily Fee	$750	$782
AM5	Commercial Uses - Resident	Daily Fee	$832	$867
AM6	Commercial Uses - Non-Resident	Daily Fee	$1,000	$1,040
	Section 10.5: Parks & Recreation Program Fees - Sports Fields Rental Fees**			
SR1	Public Agencies, Dublin Youth Sports Leagues	Sports Fields Rental - Turf Field / Hour	$7	$7
SR2	Public Agencies, Dublin Youth Sports Leagues	Sports Fields Rental - Synthetic Turf Field / Hour	$25	$26
SR3	Public Agencies, Dublin Youth Sports Leagues	Sports Fields Rental - Lighting Charge / hour	$25.40	$26
SR4	Dublin Adult Sports Leagues, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations	Sports Fields Rental - Turf Field / Hour	$16.80	$18
SR5	Dublin Adult Sports Leagues, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations	Sports Fields Rental - Synthetic Turf Field / Hour	$50	$52
SR6	Dublin Adult Sports Leagues, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations	Sports Fields Rental - Lighting Charge / hour	$27.20	$28
SR7	Individual or Other Groups	Sports Fields Rental - Turf Field / Hour	Resident $21 Non-Resident $25.20	Resident $22 Non-Resident $26
SR8	Individual or Other Groups	Sports Fields Rental - Synthetic Turf Field / Hour	Resident $62.50 Non-Resident $104.70	Resident $65 Non-Resident $78
SR9	Individual or Other Groups	Sports Fields Rental - Lighting Charge / hour	Resident $34/hour Non-Resident $40.80/hour	Resident $35 Non-Resident $43
SR10	Commercial Uses	Sports Fields Rental - Turf Field / Hour	Resident $33.60 Non-Resident $40.30	Resident $35 Non-Resident $42

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#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
SR11	Commercial Uses	Sports Fields Rental - Synthetic Turf Field / Hour	Resident $100 Non-Resident $250	Resident $104 Non-Resident $125
SR12	Commercial Uses	Sports Fields Rental - Lighting Charge / hour	Resident $54.40 Non-Resident $65.30	Resident $57 Non-Resident $68
For Tournaments, an hourly Facility Attendant fee in addition to the rental fees will be charged. Please refer to the Sports Fields Use Policy for more information.				
	Tennis Court Rentals			
TR1	Public Agencies, Dublin Youth Sports Leagues	Per Court Per Hour	$5	$5
TR2	Dublin Adult Sports Leagues, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations	Per Court Per Hour	$5	$7
TR3	Individuals or Other Groups	Per Court Per Hour	Resident $10 Non-Resident $12	Resident $10 Non-Resident $12
TR4	Commercial Uses	Per Court Per Hour	Dublin-based Business $15 Non Dublin-based Business $18	Dublin-based Business $16 Non Dublin-based Business $19
	Cricket Batting Cages Facility Rentals			
CR1	Public Agencies, Dublin Sports Organizations, Non-profit Organizations	Per Hour Per Cage	$15	$16
CR2	Residents	Per Hour Per Cage	$18	Resident $19 Non-Resident $23
CR3	Non-residents, Commercial Uses	Per Hour Per Cage	$22	$23

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CITY OF DUBLIN MASTER FEE SCHEDULE- PRIOR TO ROUNDING

Adjusted by CPI change, Dec 2020 - Dec 2021 (+5.52%)

Fees Prior to Rounding

#	Item / Service	Description / Unit	FY 2021-22 Fees Prior to rounding down	Fee Effective 7/1/21	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22
Section 1.0: General & Administrative						
130	Electric Vehicle Charging Station Fee	Per kilowatt Hour fee (kWh) to help recover the cost of electricity to the City	$0.30	30 cents per kWh while plugged in to City-owned EV charging stations	$0.32	32 cents per kWh while plugged in to City-owned EV charging stations
Section 1.1: Finance / Business License						
Per Senate Bill 234, the City cannot impose a business license fee for small or large family daycare						
162	Annual Business Registration (License) Dublin Municipal Code Chapter 4.04.250(A)	*(Info Only* - Established by City Ord/Code) Annual Business License / per business	$27.15	$27.00	$28.65	$28.00
164	New Business Registration (License)	Registration fee	$96.67	$96.00	$102.00	$102.00
165	Itinerant Business Registration (License) Dublin Municipal Code Chapter 4.04.250(B)	*(Info Only* - Established by City Ord/Code) Daily to a maximum of 5 days / per day	$40.19	$40.00/day - Max. $200 per year	$42.41	$40.00/day - Max. $200 per year
166	Temporary Business Registration (License) Dublin Municipal Code Chapter 4.04.250(C)	*(Info Only* - Established by City Ord/Code) Temporary places of sale / daily	$46.70	$46.00/day	$49.28	$46.00/day
167	Master Business Registration (License) Dublin Municipal Code Chapter 4.04.250(D)	*(Info Only* - Established by City Ord/Code) Master license for organizer / per permitted event	$40.19	$40.00	$42.41	$42.00
168	Business License Transfer Dublin Municipal Code Chapter 4.04.280	*(Info Only* - Established by City Ord/Code) Transfer is substantially similar to the ownership existing before the transfer / per transfer	$64.08	$64.00	$67.62	$67.00
169	Duplicate Business License Dublin Municipal Code Chapter 4.04.290	*(Info Only* - Established by City Ord/Code) Replace any license previously issued license	$23.90	$23.00	$25.21	$25.00
170	Delinquent Business License Processing Fee			22.00*		22.00*
171	Contract Retention Escrow Fee	Contractors may elect to have retention amounts paid to a third party escrow / per payment	$66.26	$66.00	$69.91	$69.00
Section 1.2: Administrative Fees - Impact Fee Credit Agreement Administration						
408	Impact Fee Credit Statement	Per statement - Developers who request statements for credit balance	$124.91	$124.00	$131.80	$131.00
409	Original/Transfer agreement to establish a Park Land/Affordable Unit Impact Fee Credit	Flat fee	$310.64	$310.00	$327.79	$327.00
410	Original/Transfer agreement to establish a Traffic Impact or Park Improvement Impact Fee Credit	Flat fee	$310.64	$310.00	$327.79	$327.00
411	Original/Transfer agreement to establish a Fire Impact Fee Credit	Flat fee	$310.64	$310.00	$327.79	$327.00
412	Impact Fee Credit Application Processing Fee	Per invoice	$141.20	$141.00	$148.99	$148.00
413	Impact Fee Credit Invoice Change Fee	Flat fee	$175.96	$175.00	$185.67	$185.00
Section 2.0: Police Services- General (Fingerprints / Records / Vehicles/ Development)						
201	Livescan (Fingerprints)	Fingerprinting / per application - Outside Agency /DOJ Fees charged separately	$31.50	$31.00	$33.24	$33.00
202	Fingerprint Card	Card / non-electronic prints - Outside Agency/DOJ Fees charged separately	$47.79	$47.00	$50.43	$50.00
205	Records subpoena: photos saved to CD	Duplication of photo records / per CD	$72.77	$72.00	$76.79	$76.00
206	Visa Letter	Preparation of a Visa letter requested for foreign travel / per letter	$70.60	$70.00	$74.50	$74.00
208	Fix-It Ticket Sign-Off	Sign-off on ticket not issued by Dublin Police Services / per citation	$44.53	$10.00	$46.99	$10.00
210	Towed / Stored Vehicle Release	Provide release documentation for towed and/or stored vehicle / per vehicle	$116.22	$100.00	$122.63	$100.00
Section 2.1: Police Services- Permits						
220	Alcohol Beverage Control (ABC) – One Day Permit	Issuance of documents required for an application to ABC / per application (Police Chief may waive for Dublin-based non-profit)	$85.81	$85.00	$90.54	$90.00
221	Bingo Permit (Dublin Municipal Code Chapter 5.44)	Annual license issuance per the Municipal Code / per application	$123.82	$123.00	$130.66	$130.00

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#	Item / Service	Description / Unit	FY 2021-22 Fees Prior to rounding down	Fee Effective 7/1/21	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22
222	Dance Permit (Dublin Municipal Code Chapter 5.52)	Processing of a dance permit per the municipal code / per permit	$123.82	$123.00	$130.66	$130.00
223	Fortune Teller Permit (Dublin Municipal Code Chapter 4.08)	Processing of a fortune teller permit per the municipal code / per permit	$123.82	$123.00	$130.66	$130.00
224	Gun Dealer Permit	Processing of a Gun Dealer permit / per permit	$247.64	$247.00	$261.31	$261.00
225	Massage Establishment – Initial (Dublin Municipal Code Chapter 4.20)	Processing of a massage establishment permit per the municipal code / per location	$420.34	$420.00	$443.54	$443.00
226	Massage Establishment – Yearly (Dublin Municipal Code Chapter 4.20)	Annual permit after initial massage establishment permit / per permit	$268.28	$268.00	$283.09	$283.00
228	Parade Permit (Dublin Municipal Code Chapter 5.12)	Processing of a parade permit per the municipal code / per event (permit only - service charges per 5.12.100 additional)	$230.26	$230.00	$242.97	$242.00
229	Peddler Permit (Dublin Municipal Code Chapter 4.16)	Processing of a peddler permit per the municipal code / per application	$247.64	$247.00	$261.31	$261.00
230	Secondhand Dealer Permit (Dublin Municipal Code Chapter 4.12)	Processing of a secondhand dealer permit per the municipal code / per permit	$247.64	$247.00	$261.31	$261.00
231	Taxi Company (Owner) Permit - Initial (Dublin Municipal Code Chapter 6.76)	Processing of a taxi company (owner) permit per the municipal code / per initial permit	$247.64	$247.00	$261.31	$261.00
232	Taxi Company (Owner) Permit – Renewal (Dublin Municipal Code Chapter 6.76)	Annual permit after initial Taxi Company (owner) permit / per permit	$247.64	$247.00	$261.31	$261.00
233	Taxi Driver (Operator) Annual Permit – (Dublin Municipal Code Chapter 6.76)	Annual permit Taxi Driver (operator) permit / per permit	$247.64	$247.00	$261.31	$261.00
234	Tobacco Retailer License (Dublin Municipal Code Chapter 4.40)	Annual license issuance per the Municipal Code / per license	$311.72	$311.00	$328.93	$328.00
Section 2.2: Police Services- Hourly Rates						
PS1	Sheriffs Technician	Hourly rate for special services not otherwise defined / per hour	$99.93	$99.00	$105.44	$105.00
PS2	Sheriff's Deputy	Hourly rate for special services not otherwise defined / per hour	$199.85	$199.00	$210.88	$210.00
PS3	Sheriffs Sergeant	Hourly rate for special services not otherwise defined / per hour	$230.26	$230.00	$242.97	$242.00
Section 4.1: Fire Prevention Services Plan Review & Inspection						
The fees for all plan review and inspection, fire alarm systems, fixed fire systems, and automatic fire sprinkler systems include one inspection and one re-inspection for each inspection type (e.g. weld, hydro, rough, pre-pour, functional, final, etc.). If a permit applicant elects to split inspections into small pieces such as by floor or by system; additional inspection fees will be due based upon the hourly rate.						
	Plan Review & Inspection					
240	New Construction up to 5000 sq. ft.	Per application	$607.16	$607.00	$640.67	$640.00
241	New Construction 5000 sq. ft. to 45,000 sq. ft.	Per application	$1,307.72	$1,307.00	$1,379.91	$1,379.00
242	New Construction >45,000 sq. ft.	Per application	$1,707.43	$1,707.00	$1,801.68	$1,801.00
243	Tenant Improvement up to 5000 sq. ft.	Per application	$407.31	$407.00	$429.79	$429.00
244	Tenant Improvement 5000 sq. ft. to 45,000 sq. ft.	Per application	$507.23	$507.00	$535.23	$535.00
245	Tenant Improvement >45,000 sq. ft.	Per application	$607.16	$607.00	$640.67	$640.00
246	Custom Single-Family Residence ***	Per application	$307.38	$307.00	$324.35	$324.00
247	Processing, Review, Inspection & Approval of Licensed Care Facilities	New Fee	$369.29	$369.00	$389.68	$389.00
248	Review and Approval of Improvement plans and/or maps	New Fee	$249.81	$249.00	$263.60	$263.00
	Fire Alarm Systems – (New or Tenant Improvements)					
250	Fire Alarm System < 50 devices	Per application	$607.16	$607.00	$640.67	$640.00
251	Fire Alarm System > 50 devices	Per application	$1,107.87	$1,107.00	$1,169.03	$1,169.00
252	High-rise System	Per building	$1,807.35	$1,807.00	$1,907.12	$1,907.00
	Fixed Fire Protection Systems					
260	Medical Gas System	Per system	$607.16	$607.00	$640.67	$640.00
261	Hood Duct System	Per system	$607.16	$607.00	$640.67	$640.00
262	Halon or Clean Agent	Per system	$707.08	$707.00	$746.11	$746.00
263	Spray Booth per booth	Per system	$507.23	$507.00	$535.23	$535.00
	Automatic Fire Sprinkler Systems, Commercial– (New or Tenant Improvements)					
270	System < 20 heads	Base fee per system	$507.23	$507.00	$535.23	$535.00
271	System > 20 heads	Base fee per system	$1,007.95	$1,007.00	$1,063.59	$1,063.00
272	Plus amount per head in excess of 100 heads	Per head	$6.52	$6.00	$6.88	$6.00

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273	Underground Water Supply	Per system / tap	$1,007.95	$1,007.00	$1,063.59	$1,063.00
	Automatic Fire Sprinkler Systems, Residential– (New and Alterations)					
275	NFPA 13 D master plan check and inspection	Per system	$807.01	$807.00	$851.56	$851.00
276	Additional permits for already approved master plan	Per application	$607.16	$607.00	$640.67	$640.00
277	NFPA 13R system (per unit, per building)	Per unit up to 50 units.	$807.01	$807.00	$851.56	$851.00
278	NFPA 13 System	Per unit up to 50 units /Per System	$1,107.87	$1,107.00	$1,169.03	$1,169.00
279	Underground Water Supply	Per system / tap	$1,107.87	$1,107.00	$1,169.03	$1,169.00

*** In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

**** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 4.2: Fire Prevention Services Regulated Activities						
300	Annual Permits - Group 1	Aerosol, Open Flames & Candles, Fire Hydrants and Valves, Open Burning, Open Flames and Torches	$105.36	$105.00	$111.17	$111.00
301	Annual Permits - Group 2	Carbon Dioxide Systems, Cellulose Nitrate Film, Combustible Fiber Storage, Compressed Gases, Cryogenics, Dry Cleaning Plants, Combustible Dust Producing Operations, Floor Finishing, Fruit & Crop Ripening, Fumigation, Repair Garages, HPM Facilities, Hot Work Operations, LP Gas, Liquid or Gas Fueled Equipment in assembly buildings, Lumberyards, Motor Fuel Dispensing Facilities, Rooftop Heliports, Wood Products, Magnesium, Misc. Combustible Storage, Organic Coatings, Industrial Ovens, Cutting and Welding, Storage of Scrap Tires	$159.66	$159.00	$168.48	$168.00
302	Annual Permits - Group 3	Temporary Membrane Structures and Tents >400 sq. ft.	$213.97	$213.00	$225.78	$225.00
303	Annual Permits - Group 4	Aviation Facilities, Amusement Buildings, Carnivals & Fairs, Exhibits & Trade Shows, Explosives, Flammable or Combustible Liquids, Hazardous Materials, High Piled Storage, Places of Assembly, Pyrotechnical Special Effects Material, Pyroxylin Plastics, Refrigeration Equipment, Spraying & Dipping Operations, Production Facilities, Live Audiences	$268.28	$268.00	$283.09	$283.00
304	Annual Permits - Group 5	Tire Rebuilding Plants	$377.98	$377.00	$398.84	$398.00
305	Annual Permits - Group 6	Waste Handling	$486.59	$486.00	$513.46	$513.00
306	Annual Permits - Group 7	Covered and Open Mall Buildings	$704.91	$704.00	$743.82	$743.00
	Annual Notice of Inspection (Self Inspection)					
344	Annual notice of inspection (Waived if business is subject to Annual Regulated Activity Permit)	Collected as supplement to the Annual Business Registration imposed under Dublin Municipal Code Chapter 4.04.250 / per year	$38.02	$38.00	$40.11	$40.00
Section 4.3: Fire Works Displays & Sales						
	Fire Works Displays					
350	Display Aerial Base Fee	Per event	$325.84	$325.00	$343.83	$343.00
351	Additional amount per shell group 60 shells	If applicable added to base fee	$140.11	$140.00	$147.85	$147.00
352	Additional amount per shell group 61-120 shells	If applicable added to base fee	$249.81	$249.00	$263.60	$263.00
353	Additional amount per shell group 121-181 shells	If applicable added to base fee	$249.81	$249.00	$263.60	$263.00
354	Additional amount per shell group 181-240 shells	If applicable added to base fee	$249.81	$249.00	$263.60	$263.00
355	Additional amount per shell group > 241 shells	If applicable added to base fee	$358.43	$358.00	$378.21	$378.00
	Fire Works Sales					
356	Fireworks Stand Application Dublin Municipal Code Chapter 5.24.070(B)	*(Info Only* - Established by City Ord/Code) Processing and administration of fireworks stands	$144.46	$144.00	$152.43	$152.00
357	Fireworks Stand Inspection	Cost to inspect sales locations	$199.85	$199.00	$210.88	$210.00
Section 4.4: Fire Prevention Services- Hourly Rates						
FR1	Deputy Fire Marshall	Hourly rate for special services not otherwise defined / per hour	$199.85	$199.00	$210.88	$210.00
FR2	Fire Code Compliance Officer	Hourly rate for special services not otherwise defined / per hour	$109.70	$109.00	$115.76	$115.00

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#	Item / Service	Description / Unit	FY 2021-22 Fees Prior to rounding down	Fee Effective 7/1/21	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22
Section 5.1: Housing Services Program Fees						
501	Below Market Ownership Units - Transaction Fee	Administration of the "For Sale" Inclusionary units / per unit per change in ownership – Including Initial	$2,769.68	$2,769.00	$2,922.57	$2,922.00
502	Secondary Below Market Rate Unit - Transaction Fee	Administration of the "Second Units" designated to meet Affordable Program requirements / per unit per change in ownership – including Initial	$1,547.76	$1,547.00	$1,633.20	$1,633.00
504	Annual Below Market Rate Rental Monitoring Fee - 20 units or less	Rental developments with Inclusionary units / per development with restricted rent	$1,293.60	$1,293.00	$1,365.01	$1,365.00
505	Annual Below Market Rate Rental Monitoring Fee - 21 to 100 units	Rental developments with Inclusionary units / per development with restricted rent	$2,102.79	$2,102.00	$2,218.86	$2,218.00
506	Annual Below Market Rate Rental Monitoring Fee - 101 + units	Rental developments with Inclusionary units / per development with restricted rent	$3,028.18	$3,028.00	$3,195.34	$3,195.00
507	Annual Below Market Rate Rental Monitoring - Follow Up Compliance Fee	First follow up (base fee); additional follow up audits T&M	$462.70	First Follow up $462.00 Additional - T&M	$488.24	First Follow up $488.00 Additional - T&M
508	Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when an inclusionary unit requires City approval / per request	$1,032.93	$1,032.00	$1,089.95	$1,089.00
509	Secondary Below Market Rate Unit - Refinance Administrative Fee	Administrative cost for document preparation and research when a secondary inclusionary unit requires City approval / per request	$583.26	$583.00	$615.46	$615.00
510	First time home loan program - administrative fee	Administrative charge for review and approval of first time home buyer loan / per loan approved	$1,955.07	$1,955.00	$2,062.99	$2,062.00
Section 6.1: Planning Division						
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.						
	Use Permits (TUP/CUP)					
550	Minor Use Permit	Per application	$1,086.15	$1,086.00	$1,146.10	$1,146.00
551	Minor Use Permit – Minor Amendment	Per application	$271.54	$271.00	$286.53	$286.00
552	Minor Use Permit – Major Amendment	Per application	$1,086.15	$1,086.00	$1,146.10	$1,146.00
553	Non-Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$1,629.22	$1,629.00	$1,719.16	$1,719.00
554	Non-Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$1,629.22	$1,629.00	$1,719.16	$1,719.00
555	Residential Conditional Use Permit (CUP) / (Approval considered by Planning Commission)	Per application	$2,715.37	$2,715.00	$2,865.26	$2,865.00
556	Residential Conditional Use Permit (CUP) / (Can be approved by Zoning Administrator)	Per application	$2,715.37	$2,715.00	$2,865.26	$2,865.00
559	Conditional Use Permit – Minor Amendment (Administrative Determination)	Per request	$543.07	$543.00	$573.05	$573.00
560	Conditional Use Permit – Time Extension (Administrative Determination)	Per request	$380.15	$380.00	$401.14	$401.00
561	Conditional Use Permit – Time Extension (Planning Commission Determination)	Per request	$1,629.22	$1,629.00	$1,719.16	$1,719.00
562	Temporary Use Permit - Minor	Per application	$271.54	$271.00	$286.53	$286.00
	Zoning Clearance-General					
571	Banner / Balloon/Searchlight	Per sign / balloon	$108.61	$108.00	$114.61	$114.00
572	Indoor recreational Facilities/Day Care Center/Scarlett Court	Per application	$543.07	$543.00	$573.05	$573.00
574	Zoning Clearance-General	Per application	$81.46	$81.00	$85.96	$85.00
	Site Development Review (SDR)					
592	Site Development Review – Single Sign (Master Sign Program is handled as a Site Development Review-General)	Per Sign	$353.00	$352.00	$372.48	$372.00
593	Site Development Review Waiver	Per request	$380.15	$380.00	$401.14	$401.00
595	Site Development Review – Time Extension (Administrative Determination)	Per request	$244.38	$244.00	$257.87	$257.00
596	Site Development Review – Time Extension (Planning Commission Determination)	Per request	$1,221.92	$1,221.00	$1,289.37	$1,289.00
	PLANNED DEVELOPMENT (PD) PROCESSING					
601	Planned Development Minor Amendment –(Administrative Determination)	Per application	$556.11	$556.00	$586.81	$586.00

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Section 6.2: Other Planning Fees						
	Other Charges					
611	Appeal of Action by member of public (non-applicant)	Per appeal	$217.23	$217.00	$229.22	$229.00
612	Estoppel Certificate – Development Agreement	Per certificate prepared when requested by entity not a party to the Development Agreement	$253.07	$253.00	$267.04	$267.00
613	Heritage Tree Removal Permit	Per tree	$271.54	$271.00	$286.53	$286.00
614	Preparation of Mailing Address Labels (Noticing Requirements)	Per set of labels	$70.60	$70.00	$74.50	$74.00
621	Building division permit referral ***	Per application	$147.72	$147.00	$155.87	$155.00

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**** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 6.3: Planning Composite Hourly Rates & Overhead						
PL1	Composite City Planning Staff Hourly Rate (Includes Overhead)	Per Hour for T&M activities	$299.78	$299.00	$316.32	$316.00

Section 7.1: Building and Safety Division – Building Permits (Total Valuation)

Building Permits which are not established as fixed fee shall be determined using the total valuation. In this case the fee due is based on: Occupancy and Construction Type; estimated cost of services and the Building, Residential, Mechanical, Plumbing, Electrical, Cal Green and Energy codes as adopted by the

Calculation of the Building Permit fee to be collected shall be in accordance with the Table below. The determination of the valuation and annual adjustments to the valuation shall be made by the Building Official as authorized in Dublin Municipal Code section 7.28.430(E).

Fees 708, 710, 712, 714, 722 are calculated using cost per $1000 of the preceding Fee.

	Building Permits Based on Valuation Formula / $ Valuation * **					
700	$0-$500	Per calculated valuation	$93.41	$50.00	$98.57	$50.00
701	$501-$1,000	Per calculated valuation	$109.70	$109.00	$115.76	$115.00
702	$1,001-$2,000	Per calculated valuation	$168.35	$168.00	$177.65	$177.00
703	$2,001-$3,000	Per calculated valuation	$230.26	$230.00	$242.97	$242.00
704	$3,001-$4,000	Per calculated valuation	$261.76	$261.00	$276.21	$276.00
705	$4,001-$5,000	Per calculated valuation	$318.24	$318.00	$335.81	$335.00
706	$5,001-$10,000 (first $5000)	Per calculated valuation	$318.24	$318.00	$335.81	$335.00
707	$5,001-$10,000 (each additional $1000)	Per calculated valuation	$55.39	$55.00 for ea. $1,000 or fraction thereof	$58.45	$58.00
708	$10,001-$50,000 (first $10,000)	Per calculated valuation	$593.00	$593.00	$593.00	$610.00
709	$10,001-$50,000(each additional $1000)	Per calculated valuation	$30.41	$30.00 for ea. $1,000 or fraction thereof	$32.09	$32.00
710	$50,001-$100,000 (first $50,000)	Per calculated valuation	$1,793.00	$1,793.00	$1,793.00	$1,890.00
711	$50,001-$100,001 (each additional $1000)	Per calculated valuation	$29.33	$29.00 for ea. $1,000 or fraction thereof	$30.94	$30.00
712	$100,001-$500,000 (first $100,000)	Per calculated valuation	$3,243.00	$3,243.00	$3,243.00	$3,390.00
713	$100,001-$500,000 (each additional $1000)	Per calculated valuation	$23.90	$23.00 for ea. $1,000 or fraction thereof	$25.21	$25.00
714	$500,001 and up (first $500,000)	Per calculated valuation	$12,443.00	$12,443.00	$12,443.00	$13,390.00
715	$500,001 and up (each additional $1000)	Per calculated valuation	$13.03	$13.00 for ea. $1,000 or fraction thereof	$13.75	$13.00

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*** In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver. **** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.						
Section 7.2: Building and Safety Division – Master Plan Check / Green Building						
	Building Permits Based on Valuation Formula /$ Valuation **Single Family detached tract housing (when using a Master Plan Check)**					
720	$100,001-$500,000 (first $100,000)	Per calculated valuation	$2,525.30	$2,525.00	$2,664.69	$2,664.00
721	$100,001-$500,001 (each additional $1000)	Per calculated valuation	$11.95	$11.00 for ea. $1,000 or fraction thereof	$12.61	$12.00
722	$500,001 and up (first $500,000)	Per calculated valuation	$6,925.00	$6,925.00	$6,925.00	$7,464.00
723	$500,001 and up (each additional $1000)	Per calculated valuation	$4.34	$4.00 for ea. $1,000 or fraction thereof	$4.58	$4.00 for ea. $1,000 or fraction thereof
Section 7.3: Building and Safety Division – Residential Flat Fees						
The provisions for residential flat fees may be applied when the specific work involved is for a single dwelling unit and /or appurtenant accessory structures where there is no other work except the item listed herein. "Service Explanations" follow the Table.						
	Residential Building Permits - Flat Fees					
730	Bathroom Remodel or Repair	Per bathroom	$406.22	$406.00	$428.64	$428.00
731	Electrical Appliances	Per Appliance - Installation of electrical appliances per "Service Explanation" #1	$112.96	$112.00	$119.19	$119.00
732	Electrical Circuits (first)	First or single circuit per "Service Explanation" #2	$112.96	$112.00	$119.19	$119.00
733	Electrical Circuits (each additional)	Fee for each additional circuit per "Service Explanation" #2	$19.55	$19.00	$20.63	$20.00
734	Electrical Panels (first)	First or single panel per "Service Explanation" #3	$167.27	$167.00	$176.50	$176.00
735	Electrical Panels (each additional)	Fee for each additional panel per "Service Explanation" #3	$52.14	$52.00	$55.01	$55.00
736	Fireplace Insert	Per single installation / per "Service Explanation" #4 and #5	$211.80	$211.00	$223.49	$223.00
737	Garbage Disposal	Per single installation / per "Service Explanation" #1	$92.32	$92.00	$97.42	$97.00
738	Gas Piping System	Per single installation / per "Service Explanation" #6	$207.45	$207.00	$218.91	$218.00
739	Hot Tub / Spa Portable	Per single installation "Service Explanation" #7	$207.45	$207.00	$218.91	$218.00
740	HVAC System	Per system / "Service Explanation" #8	$220.49	$220.00	$232.66	$232.00
741	Kitchen Remodel or Repair (w/o structural modifications)	Per permit, limited to one kitchen	$685.36	$685.00	$723.19	$723.00
742	Lawn Sprinkler System	Per system for any lawn sprinkler or irrigation system	$105.36	$105.00	$111.17	$111.00
743	Motors	Per "Service Explanation" #9	$220.49	$220.00	$232.66	$232.00
744	Plumbing Fixture	Per "Service Explanation" #1 and #2	$101.01	$101.00	$106.59	$106.00
745	Roofing Replacement (Residential)	For re-roofing a single family dwelling	$234.61	$234.00	$247.56	$247.00
746	Shower / tub replacement only	Per unit	$167.27	$167.00	$176.50	$176.00
750	Solar Pool Heating System	Per system (when not included with original pool permit)	$323.67	$323.00	$341.54	$341.00
751	Solar Water Heaters	Per application	$275.88	$275.00	$291.11	$291.00
752	Ventilation Fan	Per "Service Explanation" #10	$87.98	$87.00	$92.83	$92.00
753	Water Heater	Per "Service Explanation" #8	$101.01	$101.00	$106.59	$106.00
754	Water Piping System	Per single installation / per "Service Explanation" #6	$207.45	$207.00	$218.91	$218.00
755	Window Replacements (first 5 windows)	Per application containing 1-5 windows	$200.94	$200.00	$212.03	$212.00
756	Window Replacements (each additional window)	Additional per window charge added to base 1-5 window charge on same application	$10.86	$10.00	$11.46	$11.00
SERVICE EXPLANATIONS FOR RESIDENTIAL FLAT FEES						
1 For installation, relocation, or replacement of any electrical appliance which requires plumbing installation such as garbage disposal, dishwasher, etc., (includes all necessary circuits, outlets, switches, receptacles, fixtures, water piping, and waste and vent piping). 2 For installation, alteration or replacement of an electrical circuit (includes all necessary outlets, switches, receptacles, and lighting fixtures). 3 For installation, relocation or replacement of temporary power poles, power pedestals, subpanels or service upgrades (includes all necessary circuits, 4 For the installation, relocation or replacement of each vent or factory-built chimney. 5 For the installation of a solid burning fuel appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles factory-built 6 For each installation or alteration of each water piping system, gas piping system, or refrigerant piping system or portion thereof where fixtures or 7 For the installation, relocation or replacement of any spa / hot tub; includes all necessary outlets, receptacles, gas piping (only for spas supported on a slab. See Valuation Table for spas located on decking).						

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**Fees and Charges established by separate ordinance, State Law, or another agency and not subject to CPI adjustment

#	Item / Service	Description / Unit	FY 2021-22 Fees Prior to rounding down	Fee Effective 7/1/21	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22
8	For the installation, relocation or replacement of each heating, cooling or refrigeration appliance (includes all necessary electrical circuits, outlets, fixtures, switches, receptacles, gas piping vents, water piping and duct work). OR (a) For the installation, relocation or replacement of each gas fired water heater (includes all necessary water and gas piping and vents). OR (b) For the installation relocation or replacement of each electrical water					
9	For installation, relocation or replacement of any motor (not an integral part of an integral part of an electrical appliance, fan, heating appliance, cooling appliance), generator, heater, electrical furnace, welding machine, transformer, and rectified (includes all necessary circuits, outlets, fixtures,					
10	For installation, relocation or replacement of ventilation fans connected to a single duct or outlets, switches, receptacles, fixtures and duct work).					
Section 7.4: Building and Safety Division – Non-Residential Flat Fees						
	Non-Residential Building Permits - Flat Fees					
766	Replacement in - kind Heating and or Air conditioning units	Per unit - "Service Explanation" #8	$675.58	$675.00	$712.88	$712.00
767	Water heaters - standard	Per water heater - "Service Explanation" #8	$167.27	$167.00	$176.50	$176.00
768	Reroof Base (Initial square)	Per initial square (10ft X 10ft) area	$130.34	$130.00	$137.53	$137.00
769	Reroof – Additional beyond base	Each additional square (10ft x 10ft) area or fraction thereof	$13.03	$13.00	$13.75	$13.00
Section 7.5: Building and Safety Division – Construction Debris & Demolition						
771	Residential per C&D phase/bond required	Per Phase	$414.91	$414.00	$437.81	$437.00
772	Residential non-bonded project ****	Per application	$229.18	$229.00	$241.83	$241.00
774	Commercial - bonded	Per application	$414.91	$414.00	$437.81	$437.00
775	Commercial - non-bond	Per application	$229.18	$229.00	$241.83	$241.00

*** In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver.

**** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.

Section 7.6: Building & Safety- Composite Hourly Rates & Overhead						
BS1	Composite City Building & Safety Staff Hourly Rate (Includes Overhead)	Per hour for T&M activities	$231.35	$231.00	$244.12	$244.00

Section 7.7: Building and Safety Division – Other Fees

For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.

781	Certified Accessibility Specialist (CASp)- Meeting	Initial meeting and review; all other work is T&M	$1,384.84	$1,384.00	$1,461.28	$1,461.00
782	Code compliance survey	Initial 100 sq. ft.	$685.36	$685.00	$723.19	$723.00
783	Code compliance survey	Each additional 100 sq. ft. or fraction thereof	$24.98	$24.00	$26.36	$26.00
786	Plan storage fee	Applies to plans required to be prepared by a professional engineer or architect	$10.86	$10.00	$11.46	$11.00
787	Re-inspection fee.	Per each re-inspection; on Multi-Family, fee is calculated per unit	$192.25	$192.00	$202.86	$202.00
789	Service requested outside of regular working hours / business days (4 hour min)	Per hour with a four hour minimum	$261.76	$261.00	$276.21	$276.00
791	Address Requests (single address) ***	Per Request	$122.73	$122.00	$129.51	$129.00
793	Issue permit refund	Per refund	$72.77	$72.00	$76.79	$76.00
794	Temporary Certificate of Occupancy	Per Application	$187.90	$187.00	$198.28	$198.00

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#	Item / Service	Description / Unit	FY 2021-22 Fees Prior to rounding down	Fee Effective 7/1/21	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22
*** In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver. **** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.						
Section 8.1: Engineering / Public Works – Other Fees						
For all activities noted as Time and Materials (T&M), the cost shall be determined using composite City Staff rates and designated overhead factors. Overhead shall also be applicable to any work contracted by the City. An initial deposit shall be made by the applicant as determined by City Staff based on the scope and complexity of the project. Additional deposits shall be collected as necessary during processing. Any applicant funds remaining after completion of the project shall be refunded to the applicant.						
800	Copies - 24" x 36"	Per Sheet		$5.00*		$5.00*
802	Research Fee	Per 1/2 Hour	$158.58	$158.00	$167.33	$167.00
807	Permit processing fee	Includes cost of processing grading or encroachment permit or misc. permit	$141.20	$141.00	$148.99	$148.00
808	Trenching / Road Cuts – Base transverse and longitudinal trenches, road cuts, 1 - 100 sq. ft.	Base Permit cost up to 100 sq. ft.	$506.15	$506.00	$534.08	$534.00
809	Trenching / Road Cuts – Over 100 SF transverse and longitudinal trenches, road cuts, >100 sq. ft.	Additional permit cost per additional square foot in excess of 100 sq. ft.	$2.17	$2.00	$2.29	$2.00
810	Construction concrete sidewalk, curb, and gutter 1- 50 sq. ft	Base Permit cost up to 50 sq. ft.	$633.23	$633.00	$668.18	$668.00
811	Construction concrete sidewalk, curb, and gutter greater than 50 sq. ft	Additional permit cost per additional linear foot in excess of 50 sq. ft.	$2.17	$2.00	$2.29	$2.00
812	Constructing concrete driveways: residential	Per Driveway- Residential	$759.22	$759.00	$801.13	$801.00
813	Constructing concrete driveways: commercial	Per Driveway - Commercial	$1,265.36	$1,265.00	$1,335.21	$1,335.00
814	Constructing drain inlets, manholes, and connections to same	Connection of inlet	$1,012.29	$1,012.00	$1,068.17	$1,068.00
815	Encroachment Permit Resurfacing Surcharge – 100 sq. ft. or less	Per each permit where roadway asphalt is cut impacting 100 sq. ft. or less of roadway	$108.61	$108.00	$114.61	$114.00
820	Filming/Photography Within Public Right of Way - Professional Fee	Per Application	$748.36	$748.00	$789.67	$789.00
822	Building division permit referral – residential ***	Per application	$616.93	$616.00	$650.99	$650.00
823	Building division permit referral - non residential	Per Application	$926.49	$926.00	$977.63	$977.00
826	ADA site compliance review	Per application	$926.49	$926.00	$977.63	$977.00
827	Newsrack Permit	Per application / single space in City-owned newsrack	$380.15	$380.00	$401.14	$401.00
830	Amended map or certificate of correction	Fixed Fee	$627.79	$627.00	$662.45	$662.00
833	Investigation fee/work without a permit (encroachment)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	$253.07	$253.00 -Base Over 1 Hour - (T&M)	$267.04	$267.00 -
834	Traffic control plan review (encroachment)	Fixed Fee	$371.46	$371.00	$391.97	$391.00
836	Warranty inspection and project closeout (subdivision)	Fixed Fee	$926.49	$926.00	$977.63	$977.00
837	Condition of approval compliance review or single parcel review (no improvement plans)	Hourly Rate - 1 hr. minimum. Over 1 hour (Time & Materials)	$317.16	$317.00 -Base Over 1 Hour - (T&M)	$334.66	$334.00 -
*** In order to incentivize accessory dwelling units (ADUs): 1) an ADU less than 750 square feet; and 2) ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years are not subject to these City permit fees, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code, the scope of work beyond the establishment of the ADU, and/or enforcement fees are not eligible for this fee waiver. **** Waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed-restricted as lower-income units for a period of 55 years, if a homeowner/contractor agrees to use AVI for handling construction and demolition debris, rather than self-haulers, effective for building permits applied for between January 1, 2022, and December 31, 2026. ADUs required to satisfy Chapter 8.68 (Inclusionary Zoning Regulations) of the Dublin Municipal Code and the scope of work beyond the establishment of the ADU are not eligible for this fee waiver.						

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#	Item / Service	Description / Unit	FY 2021-22 Fees Prior to rounding down	Fee Effective 7/1/21	FY 2022-23 Fees Prior to rounding down	Fee Effective 7/1/22
Section 8.2(A): Conditions: -Cash Bond Required For Encroachment Permit						
- **Conditions For Release:** Bonds shall be released six months after the work has been accepted by the City, provided there are no defects in the work. - **Annual Bonds:** A minimum annual cash deposit of $5,000.00 may be posted in lieu of a cash or a surety bond for each permit. The City may require additional bonds or cash deposits						
Section 8.3: Engineering- Composite Hourly Rates & Overhead						
EN1	Composite City Engineering Staff (Excludes Inspectors) Hourly Rate (Includes Overhead)	Per hour for T&M activities	$317.16	$317.00	$334.66	$334.00
EN2	Composite City Public Works / Engineering Inspectors Rate (Includes Overhead)	Per hour for T&M activities	$253.07	$253.00	$267.04	$267.00
Section 8.4: Environmental Programs- Fees						
870	Building division permit referral	Flat Fee	$493.11	$493.00	$520.33	$520.00
871	Stormwater Treatment Measure Inspection	Per Hour	$253.07	$253.00	$267.04	$267.00
872	Storm Drain Medallion	Each Medallion	$10.86	$10.00	$11.46	$11.00
873	Stormwater Facility Inspections: Restaurant/Commercial	Flat Fee	$414.91	$414.00	$437.81	$437.00
874	Trash Capture/Enclosure Inspection	Flat Fee	$210.71	$210.00	$222.34	$222.00
875	Review of Annual Maintenance Reports of privately maintained post-construction	Flat Fee	$234.61	$234.00	$247.56	$247.00
876	Initial Annual Self Haul Permit	Annual Permit	$611.88	$611.00	$645.65	$645.00
877	Annual Self Haul Permit Renewal	Annual Permit	$365.70	$365.00	$385.88	$385.00
Section 8.5: Environmental Programs- Composite Hourly Rates						
ENV1	Environmental Coordinator	Per Hour	$213.97	$213.00	$225.78	$225.00
ENV2	Environmental Technician	Per Hour	$183.56	$183.00	$193.69	$193.00
ENV3	Office Assistant II	Per Hour	$127.08	$127.00	$134.09	$134.00

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Agenda Item 4.14

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Authorizing Remote Meetings of City Council and City Commissions Due to Increase in COVID-19 Cases
Prepared by: John Bakker, City Attorney

EXECUTIVE SUMMARY:

From March 2020 through September 2021, the City conducted meetings of its legislative bodies remotely pursuant to various executive orders that suspended certain Brown Act provisions. In October, the City returned to in-person meetings and at the same time state law changed to require certain findings to be made for an agency to meet remotely. Under the new law, AB 361, the City can conduct virtual meetings where the Governor has proclaimed a State of Emergency and state or local health officials have imposed or recommended social distancing or where the City Council has declared the need to meet remotely due to imminent risks to the health or safety of attendees. On January 11, 2022, the City Council adopted a resolution pursuant to AB 361 authorizing remote teleconferenced meetings for a 30-day period ending February 10, 2022. Due to the current increase in cases resulting from the Omicron variants, it would be prudent for the City Council and City Commissions to have the ability to attend meetings virtually for at least the next 30 days. The City Council will consider adopting a resolution that would allow for virtual attendance for the next 30 days.

STAFF RECOMMENDATION:

Adopt the **Resolution** Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin Pursuant to AB 361.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State address the broader spread of COVID-19.

On March 18, 2020, the City Council adopted a resolution ratifying the proclamation of a local state of emergency by the Director of Emergency Services due to COVID-19.

On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

At that time and through September 2021, the City's legislative bodies met by teleconference. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded certain clauses of Executive Order N-29-20 after September 30, 2021, including clauses that suspended certain provisions of the Brown Act. Thus, effective October 1, 2021, agencies would have had to transition back to public meetings held in full compliance with the Brown Act. The City of Dublin began meeting in person beginning in October 2021.

Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within the Alameda County. Additionally, since then, the Omicron variants have emerged and been designed as a variant of concern by the United States, and the number of cases in the City have increased over the last month.

On September 16, 2021, the Governor signed AB 361 (2021) which allows for local legislative and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the Council make specified findings. AB 361 took effect immediately.

AB 361 allows local legislative bodies to continue to meet remotely after the expiration of the clauses of Executive Order N-29-20. Under AB 361, the City and its legislative bodies may meet remotely when:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing;
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees.

On January 11, 2022, the City Council adopted a resolution authorizing remote teleconferenced meetings for a period of 30 days pursuant to AB 361. That resolution expired on February 10, 2022.

At its April 19, 2022 meeting, the City Council directed Staff to bring a resolution to the May 3, 2022 meeting to allow the City Council and the City's legislative bodies to meet virtually, including hybrid meetings, pursuant to AB 361. At its May 3, May 17, and June 7, 2022 meetings, the City Council adopted Resolution Nos. 39-22, 48-22, and 65-22 that included the necessary findings pursuant to AB 361 to allow the City Council and the City's legislative bodies to meet remotely or in a hybrid format for 30 days.

The City meets the requirements to hold meetings remotely in order to ensure the health and safety of the public:

- The Governor has declared a State of Emergency, and the City Council has ratified the proclamation of a local emergency by the Director of Emergency Services;
- The CDC recommends social distancing of at least six feet due to COVID-19;
- There's been an increase of COVID-19 cases within the state and throughout Alameda County;
- Meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies, and staff.

The proposed resolution includes the necessary findings pursuant to AB 361 to allow the City Council and the City's legislative bodies to meet remotely or in a hybrid format for the next 30 days. The City Council would need to adopt a subsequent resolution declaring the need to continue to meet remotely to allow for such meetings after that 30-day period.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Remote Teleconferenced Meetings of the Legislative Bodies of the City of Dublin Pursuant to AB 361

RESOLUTION NO. xx-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

FINDING THAT THERE IS A PROCLAIMED STATE OF EMERGENCY; FINDING THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF THE STATE OF EMERGENCY; AND AUTHORIZING REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF DUBLIN PURSUANT TO AB 361

WHEREAS, all meetings of the City of Dublin's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code sections 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, on March 18, 2020, the City Council adopted a resolution ratifying the proclamation of a local emergency by the Director of Emergency Services due to COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of the COVID-19 pandemic, and pursuant to Executive Order N-29-20 and its successors, the City Council met primarily virtually through September 2021; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ended the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to conduct meetings via teleconferencing under specified conditions and includes a requirement that the City Council make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, under AB 361 (2021), an agency meeting virtually requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, Governor Newsom has

declared a State of Emergency due to COVID-19; and

WHEREAS, since the issuance of Executive Order N-08-21, the highly contagious Delta variant of COVID-19 has emerged, causing an increase in COVID-19 cases throughout the State and Alameda County; and

WHEREAS, on November 30, 2021, the Omicron variant was designated as a variant of concern by the United States; and

WHEREAS, cases of the highly contagious Omicron variant, including a subvariant called BA.2, have caused surges of COVID-19 and there has been an increase in cases during the last month in Alameda County; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least 6 feet from others outside of the household; and

WHEREAS, because of the recent rise in COVID-19 cases due in part to the highly contagious Omicron variants of COVID-19, the City is concerned about the health and safety of all individuals who intend to attend City Council and meetings of the City's other legislative bodies; and

WHEREAS, the City Council finds that the imminent risks of the City's legislative bodies holding in person meetings to the health or safety of attendees exists due in part to the Omicron variants of COVID-19; and

WHEREAS, the City Council finds, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of all legislative bodies created by the City Council pursuant to Government Code section 54952(b), that the presence of COVID-19 and the Delta and Omicron variants would present imminent risks to the health or safety of attendees, staff, and members; and

WHEREAS, teleconference meetings may include hybrid meetings, in which all or some members of the legislative body meet in person while others attend by teleconference, and members of the public are either allowed to participate only by teleconference or both in person and by teleconference ("hybrid meetings"). The purpose of hybrid meetings is to allow for multiple modes of attending meetings while reducing the risks of COVID-19, including the Delta and Omicron variants; and

WHEREAS, the City shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

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

1. The above recitals are true and correct, and incorporated into this Resolution.

2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following findings:

   a) The City Council has considered the circumstances of the state of emergency; and

   b) The state of emergency, as declared by the Governor and City Council, and as specifically related to the current increase in cases apparently resulting from the

Omicron variant, directly impacts the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, to meet safely in person; and

c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19 and as a result of the presence of COVID-19 and the increase of cases due to the Omicron variant, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.

3. City staff is directed to facilitate any teleconference meetings, including hybrid meetings, of the City Council and City's legislative bodies in compliance with AB 361, in order to better ensure the health and safety of the public for a period of thirty days following the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 21st day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Mayor

ATTEST:

_____

City Clerk

Agenda Item 4.15

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Senior Living Project (PLPA-2021-00042)
Prepared by: Gaspare Annibale, Associate Planner

EXECUTIVE SUMMARY:

On June 7, 2022, the City Council held a Public Hearing to consider the Dublin Senior Living Project consisting of a two-story, 155,517-square-foot building with 152 units, including 114 assisted living units, 38 memory care units and a total of 174 beds. The City Council waived the first reading and introduced the Ordinance approving the Planned Development Zoning and adopted a Resolution approving the Site Development Review Permit. The City Council will hold a second reading of the Ordinance approving the Planned Development Zoning.

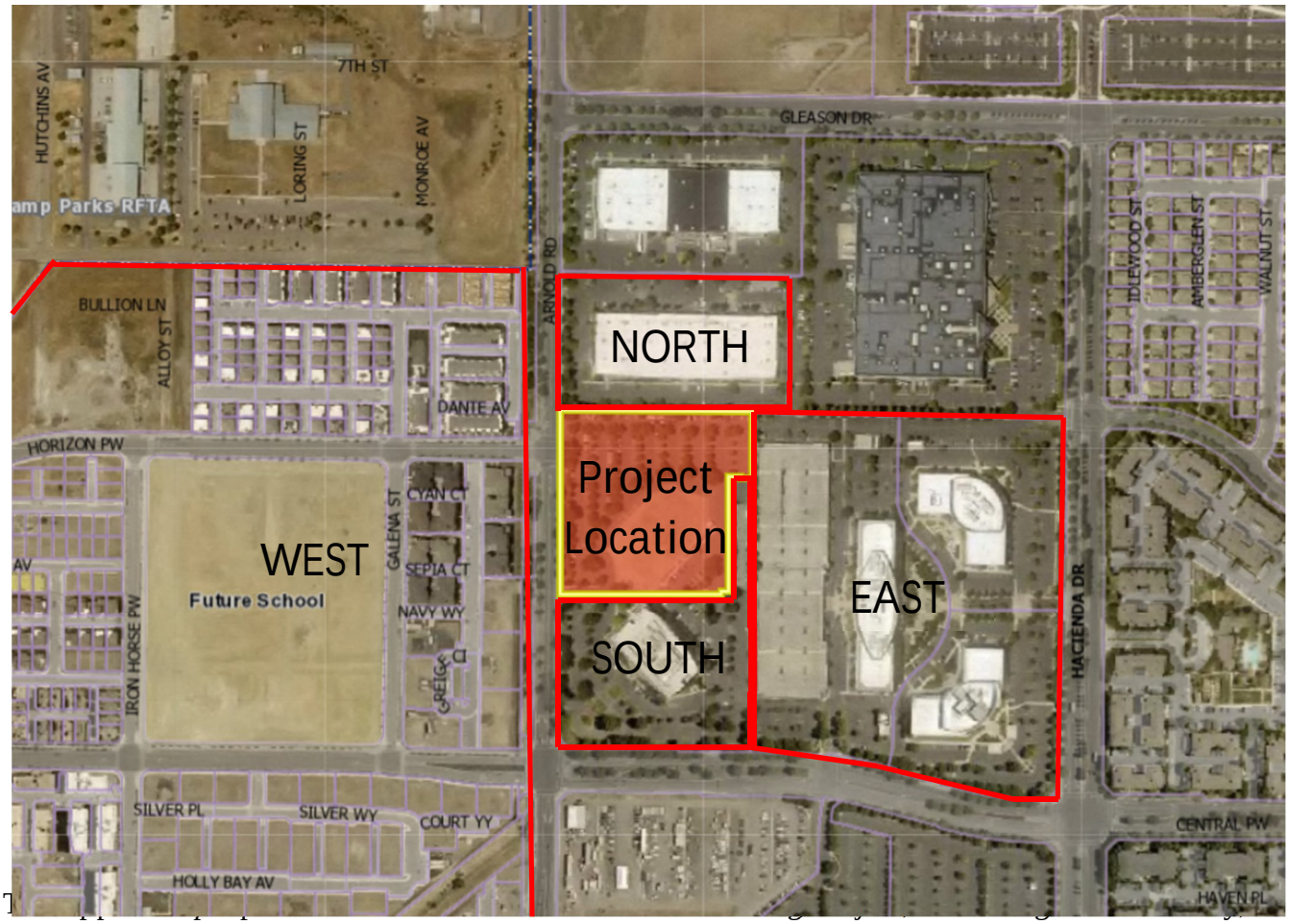
STAFF RECOMMENDATION:

Waive the reading and adopt the **Ordinance** Considering the CEQA Addendum, Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Dublin Senior Living Project.

DESCRIPTION:

South Bay Partners, LLC. is proposing a community care facility on a vacant 5.74-acre site located at 5751 Arnold Road. The project site is located within the Eastern Dublin Specific Plan area. Refer to Figure 1 for the project location and Table 1 for surrounding land uses. The property has a General Plan land use designation of Campus Office and is currently developed with a parking lot, landscaping and a graded pad for what was to be a future office building. The property is subject to Planned Development Zoning (Ordinance No. 30-98), which was approved as part of the Creekside Office Park Project in 1998.

Figure 1. Project Location



155,517-square-foot building with 152 units, including 114 assisted living units, 38 memory care units and a total of 174-beds, and related site improvements. Requested approvals include a Planned Development Rezone with a related Stage 1 and Stage 2 Development Plan and a Site Development Review Permit.

On June 7, 2022, the City Council held a public hearing, waived the first reading and introduced the Ordinance amending the zoning map and approving a Planned Development Rezone with a related Stage 1 and Stage 2 Development Plan. The City Council also adopted a Resolution approving the Site Development Review Permit.

The City Council is being asked to hold a second reading and adopt the Ordinance, included as Attachment 1. For a complete description of the project, please refer to the Staff Report for the June 7, 2022 City Council meeting, which is included as Attachment 2.

ENVIRONMENTAL DETERMINATION:

Development of the project site was previously addressed in the Eastern Dublin General Plan Amendment and Specific Plan Environmental Impact Report for which the City Council certified an Environmental Impact Report and an addendum on August 22, 1994. Pursuant to Resolution No. 53-93, the City Council adopted a Mitigation Measures and Monitoring Program, which continues to apply to development in Eastern Dublin. The City Council also adopted a Statement of Overriding Considerations in connection with certification of the 1993 GPA/SP EIR.

Consistent with the requirements of the California Environmental Quality Act (CEQA) including Section 21166 and related CEQA Guidelines Sections 15162 and 15163, the City prepared an Initial Study to determine whether additional environmental review was required for the proposed Dublin Senior Living project. Pursuant to CEQA Guidelines Section 15164, the City determined that no subsequent or supplemental EIR or Negative Declaration is required for the proposed project and an Addendum to the 1993 GPA/SP EIR is the appropriate CEQA review, as there were no new potentially significant impacts associated with the project. The City further determined that the 1993 GPA/SP EIR adequately addressed the potential environmental impacts of the Dublin Senior Living Project as 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 1993 GPA/SP EIR. Therefore, no standards for requiring supplemental environmental review or documentation under CEQA are met and none are required for the project. Since completion of the CEQA Addendum, minor revisions have been made to address the number of trees to be removed, preserved and planted as part of project implementation. No other revisions were made or required. As these revisions are editorial in nature, they do not affect the outcome of the environmental analysis conducted or increase related impacts that were evaluated in the CEQA Addendum.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Considering the CEQA Addendum, Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Dublin Senior Living Project
2) City Council June 7, 2022 Staff Report, without attachments

ORDINANCE NO. XX – 22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

CONSIDERING THE CEQA ADDENDUM, AMENDING THE ZONING MAP AND APPROVING A PLANNED DEVELOPMENT ZONING DISTRICT WITH A RELATED STAGE 1 AND STAGE 2 DEVELOPMENT PLAN FOR THE DUBLIN SENIOR LIVING PROJECT PLPA 2021-00042 (APN 986-0014-013-00)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The Applicant, South Bay Partners, LLC., proposes to develop a community care facility located at 5751 Arnold Road. The proposed project consists of a two-story, 155,517-square-foot building with 152 units, including 114 assisted living units, 38 memory care units and a total of 174 beds. Common space amenity areas, and associated site, frontage and landscape improvements are also proposed. Requested approvals include a Planned Development Rezoning with a related Stage 1 and Stage 2 Development Plan and Site Development Review Permit. These planning and implementing actions are collectively known as the "Dublin Senior Living Project" or the "Project".

B. The Project site is approximately 5.74 acres located on the east side of Arnold Road, north of Central Parkway (APN 986-0014-013-00).

C. The Project site has a General Plan land use designation of Campus Office and is located in a Planned Development Zoning District (Ordinance No. 30-98).

D. The community care facility is consistent with the Campus Office land use designation but requires amendments to the Planned Development Zoning District.

E. 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.

F. The Project site is located in the Eastern Dublin Specific Plan area, for which the City Council certified an Environmental Impact Report and an addendum on August 22, 1994 (1993 GPA/SP EIR), which identified impacts from development of the Eastern Dublin Specific Plan area. The City Council adopted mitigation measures, a mitigation monitoring program and a Statement of Overriding Considerations (Resolution No. 53-93, incorporated herein by reference).

G. The City prepared an Initial Study to determine whether supplemental environmental review was required for the proposed Project under CEQA standards. The Initial Study examined whether there were substantial changes to the proposed development, substantial changes in circumstances, or new information, any of which would result in new or more severe significant impacts than previously

analyzed in the 1993 GPA/SP EIR, or whether any standards for supplemental environmental review were met.

H. Upon completion of the Initial Study, it was determined that there were no new potentially significant impacts associated with the Project and, therefore, an Addendum to the 1993 GPA/SP EIR was prepared.

I. Following a properly noticed public hearing on May 10, 2022, the Planning Commission adopted Resolution No. 22-07 recommending that the City Council consider the CEQA Addendum, and approve of a Zoning Map Amendment, a Planned Development Rezone with a related Stage 1 and 2 Development Plan and a Site Development Review Permit for the Dublin Senior Living Project, which resolution is incorporated herein by reference and available at City Hall during normal business hours.

J. A Staff Report, dated June 7, 2022, and incorporated herein by reference, described and analyzed the Project, including the CEQA Addendum, Zoning Map Amendment, Planned Development Rezoning and Site Development Review Permit for the City Council.

K. On June 7, 2022, the City Council held a properly noticed public hearing on the Project, including the Zoning Map Amendment, Planned Development Rezoning and Site Development Review Permit at which time all interested parties had the opportunity to be heard.

L. The City Council considered the Addendum to the 1993 GPA/SP EIR, as well as the prior 1993 GPA/SP EIR and all above-referenced reports, recommendations, and testimony before taking any action on the Project.

M. The City Council did hear and use independent judgment and considered all said reports, recommendations, and testimony hereinabove set forth.

Section 2: Findings

A. Pursuant to Section 8.32.070 of the Dublin Municipal Code (DMC), the City Council finds as follows.

1. The Dublin Senior Living Project (“the Project”) PD-Planned Development Zoning meets the purpose and intent of DMC Chapter 8.32 in that it provides a comprehensive development plan that creates a desirable use of land that is sensitive to surrounding land uses by virtue of the layout and design of the site plan. The Project is planned comprehensively and will follow development standards tailored to the specific needs of the site. These standards will address issues such as building setbacks, architecture, landscaping and grading. The proposed facility will blend with the natural features unique to the site through the use of design and planning. The Applicant proposes internal common space areas and landscape amenity areas around the building, which are consistent with the provisions and regulations for development set forth therein.

2. Development of the Project under the PD-Planned Development Zoning will be harmonious and compatible with existing and future development in the surrounding area in that the site will provide for a new community care facility, which as a commercial service use type will be similar

to other nearby uses, which include a mix of commercial, office, residential (single-family and multifamily), institutional, and civic uses.

B. Pursuant to DMC Sections 8.120.050 A and B, the City Council finds as follows.

1. The PD-Planned Development Zoning for the Project will be harmonious and compatible with existing and potential development in the surrounding area in that the proposed site plan has taken into account adjacent land uses and will provide a wide range of amenities for residents of the facility. The Project will allow for elderly residents of surrounding neighborhoods to continue to reside in Dublin and will provide employment opportunities. The proposed site plan has considered a land use type and density that is compatible with the adjacent area and densities.

2. The Project site is physically suitable for the type and intensity of the zoning district being proposed in that the site is flat with access provided from Arnold Road and is served by existing public utilities. The Project site conditions are documented in the Addendum to the 1993 GPA/SP EIR and prior certified 1993 GPA/SP EIR, and the Project will implement all adopted mitigation measures, as applicable. There are no site conditions that have been identified that will present an impediment to development of the site for the proposed community care facility.

3. The PD-Planned Development Zoning will not adversely affect the health or safety of persons residing or working in the vicinity, or be detrimental to the public health, safety and welfare in that the Project will comply with all applicable development regulations and standards and will implement all adopted mitigation measures, as applicable. In order to ensure adequate emergency vehicle access to all portions of the site, access is provided to the site from Arnold Road.

4. The PD-Planned Development Zoning is consistent with and in conformance with the Dublin General Plan and the Eastern Dublin Specific Plan, in that the proposed use as a community care facility is consistent with the existing Campus Office land use designation for the site, which allows commercial service uses. The Project complies with this designation as it will provide for an attractive, campus-like setting for a non-retail commercial use that will not generate nuisances related to emissions, noise, odors, or glare.

Section 3: Zoning Map Amendment

Pursuant to Dublin Municipal Code Chapter 8.32, the City of Dublin Zoning Map is amended to rezone the property described below to a Planned Development Zoning District, and supersedes and replaces the previously adopted zoning (Resolution No. 30-98):

5.74 acres located on the east side of Arnold Road, north of Central Parkway (Assessor Parcel Number 986-0014-013-00) (“the Property”).

A map of the rezoning area is shown below:



Section 4. Approval of Stage 1 and Stage 2 Development Plan

The regulations for the use, development, improvement, and maintenance of the Property are set forth in the following Stage 1 and Stage 2 Development Plan for the 5.74-acre project area, which is hereby approved. Any amendments to the Stage 1 and Stage 2 Development Plan shall be in accordance with DMC Section 8.32.080 or its successors.

Stage 1 and Stage 2 Development Plan

This is a Stage 1 and Stage 2 Development Plan pursuant to DMC Chapter 8.32. This Development Plan meets all the requirements for both a Stage 1 and Stage 2 Development Plan and is adopted as part of the PD-Planned Development Zoning for the Dublin Senior Living Project (PLPA-2021-00042). The Planned Development zoning district and this Stage 1 and Stage 2 Development Plan provides flexibility to encourage innovative development while ensuring that the goals, policies, and action programs of the General Plan and provisions of DMC Chapter 8.32 are satisfied.

1. Statement of Proposed Uses

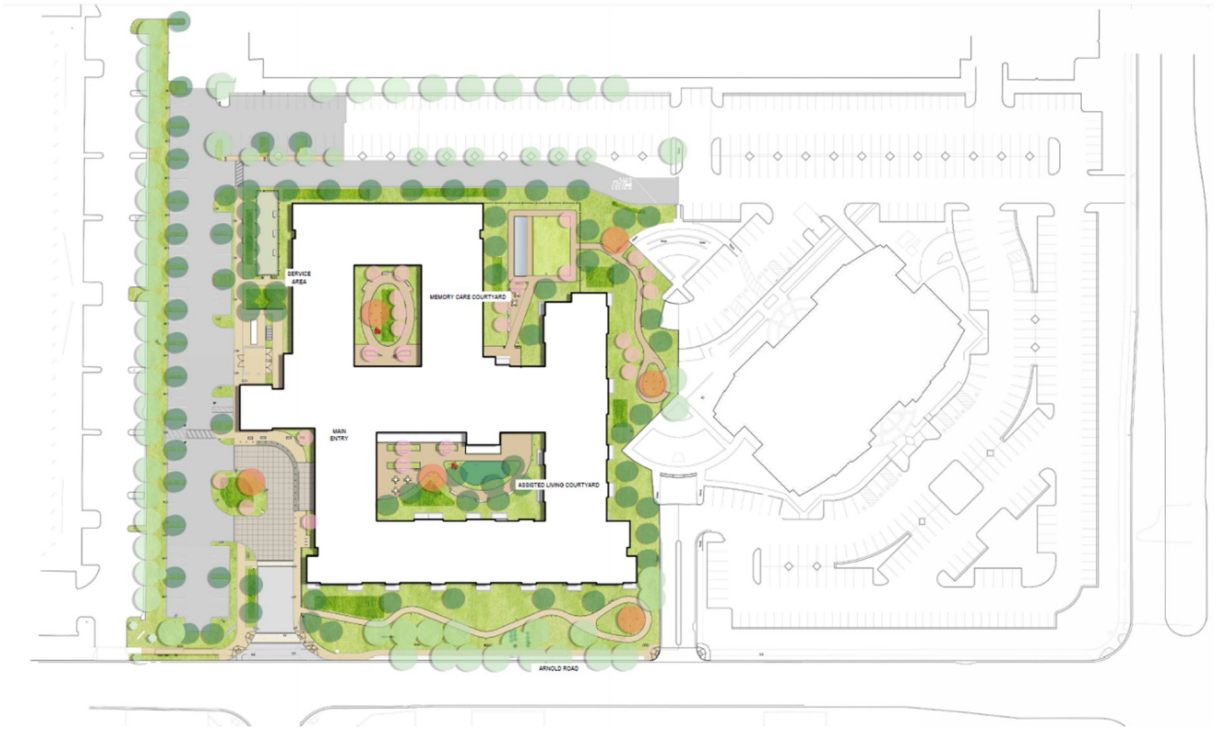
Permitted Uses (as defined by the Zoning Ordinance):
Community Care Facility/Large
Similar and related uses as determined by the Director of Community Development

Conditional Uses:
None

Accessory Uses:
Uses which are necessarily and customarily associated with, and are appropriate, incidental, and subordinate to the principal uses as determined by the Director of Community Development

2. Stage 1 and Stage 2 Site Plan

The Stage 1 and Stage 2 Site Plan is shown below.



3. Site Area, Proposed Densities and Development Regulations

Maximum Beds	174
Maximum Faculty and Staff	42 (on-site at one time)
Floor Area Ratio	0.62
Maximum Building Height:	2 stories/28 feet
Maximum lot coverage	32%
Parking Spaces	1 per 3 employees on largest shift, plus 1 per 3 beds
Parking Stall Dimensions Standards	Per Chapter 8.76 Off-Street Parking and Loading Regulations of the Dublin Zoning Ordinance
Minimum Setbacks	20’ front (along Arnold Road) 10’ side (along north and south property lines) 10’ rear (along east property line)
Signage	Pursuant to Chapter 8.84 Sign Regulations of the Dublin Zoning Ordinance

4. Phasing Plan.

The Project is not subject to a phasing plan as it will be built in one phase, first beginning with site preparation, and followed by grading, building construction, paving and architectural coating.

5. General Plan and Specific Plan Consistency.

The Project is consistent with the General Plan and Eastern Dublin Specific Plan land use designation of Campus Office, which allows commercial service uses, such as community care facilities. in addition, the proposed use will provide for an attractive, campus-like setting for a non-retail commercial use that will not generate nuisances related to emissions, noise, odors, or glare and is consistent with the floor area ratio of 0.25. to 0.80 allowed in the Campus Office land use designation.

6. Inclusionary Zoning Regulations.

The proposed project is a commercial use type and is not subject to the Inclusionary Zoning Regulations (DMC Chapter 8.68) for the provision of affordable housing because the regulations apply only to residential development projects of 20 units or more.

7. Architectural Standards.

The Project's architectural style utilizes a contemporary design approach, which has been designed to be complementary to the nearby residential development within the Dublin Crossing Specific Plan.

The architectural design of the Project shall reflect the following standards:

- Incorporate features such as different wall planes, heights, wall textures, low slope/flat roof construction, light fixtures, and landscaping to enhance the building detail at the pedestrian level.
- Use high quality modern materials including engineered wood-look panel veneer, smooth stucco finish, cultured stone veneer, and provide for stucco clad framed elements to break down the building form into more human scale volumes.
- Colors shall be neutral in nature, while bright/harsh primary colors shall be avoided.
- Windows shall provide for a modern style and vary in size and configuration, while being free of decorative mullions.
- Where appropriate, given the orientation of the building to the sun, modern metal canopies shall be provided above windows to employ shade to respective units.
- Provide functional outdoor spaces for residents, which allows for gathering and socializing, with landscaping, outdoor seating, enhanced paving treatment, and other features to provide an appropriate urban scale for the development.

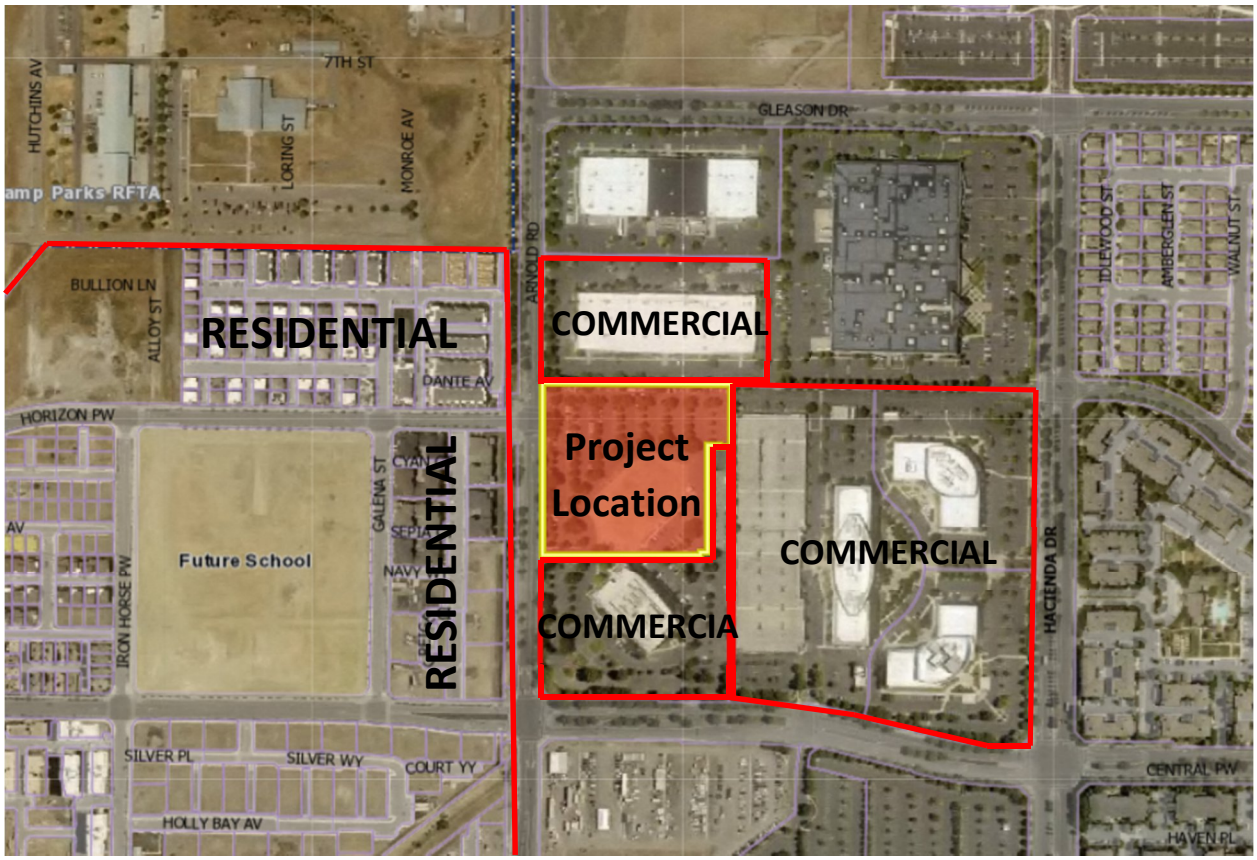
8. Preliminary Landscaping Plan.

The conceptual landscape design of the Project shall reflect the following standards:

- Create a park-like environment that is utilized by the residents.
- Provide plentiful green space and natural habitat that utilizes a native and climate-adaptive planting palette to Dublin, and is considered moderate or low water use.

- Provide a generous landscape buffer along Arnold Road that softens the main street frontage.
- Preserve existing trees where possible along the site perimeter to further enhance the landscape buffer and better integrate the new development into the surrounding community.
- Utilize plants that provide a year-round vegetated landscape with seasonality, color, and interest for an attractive visual environment.

9. Aerial Photo.



10. Applicable Requirements of Dublin Zoning Ordinance.

Except as specifically provided in this Stage 1 and Stage 2 Development Plan, the use, development, improvement, and maintenance of the property shall be subject to the regulations of the closest comparable zoning district as determined by the Community Development Director and the Dublin Zoning Ordinance. No development shall occur on this property until a Site Development Review Permit has been approved.

Section 5. Effective Date. This Ordinance shall take effect and be enforced thirty (30) days following its final adoption.

Section 6. Posting. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three (3) public spaces in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED BY this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 6.1

STAFF REPORT
CITY COUNCIL

DATE: June 7, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Senior Living Project (PLPA-2021-00042)
Prepared by: Gaspare Annibale, Associate Planner

EXECUTIVE SUMMARY:

The Applicant, South Bay Partners, LLC., proposes to develop a community care facility located at 5751 Arnold Road. The proposed project consists of a two-story, 155,517-square-foot building with 152 units, including 114 assisted living units, 38 memory care units and a total of 174 beds. Common space amenity areas and associated site, frontage, and landscape improvements are also proposed. Requested approvals include a Planned Development Rezone with a related Stage 1 and Stage 2 Development Plan and a Site Development Review Permit. The City Council will consider the Dublin Senior Living project, including an Addendum to the General Plan Amendment and Eastern Dublin Specific Plan Environmental Impact Report.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate and: 1) waive the reading and INTRODUCE the **Ordinance** Considering the CEQA Addendum, Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Dublin Senior Living Project; and 2) adopt the **Resolution** Approving a Site Development Review Permit for the Dublin Senior Living project.

FINANCIAL IMPACT:

The cost associated with processing the proposed project is borne by the Applicant.

DESCRIPTION:

South Bay Partners, LLC. is proposing a community care facility on a vacant 5.74-acre site located within the Eastern Dublin Specific Plan (EDSP) area. Refer to Figure 1 for the project location and Table 1 for surrounding land uses. The property has a General Plan and EDSP land use designation of Campus Office and is currently developed with a parking lot, landscaping, and a

graded pad for what was to be a future office building. The property is subject to a Planned Development (PD) zoning district (Ordinance No. 30-98), which was approved as part of the Creekside Office Park Project in 1998.

Figure 1. Project Location

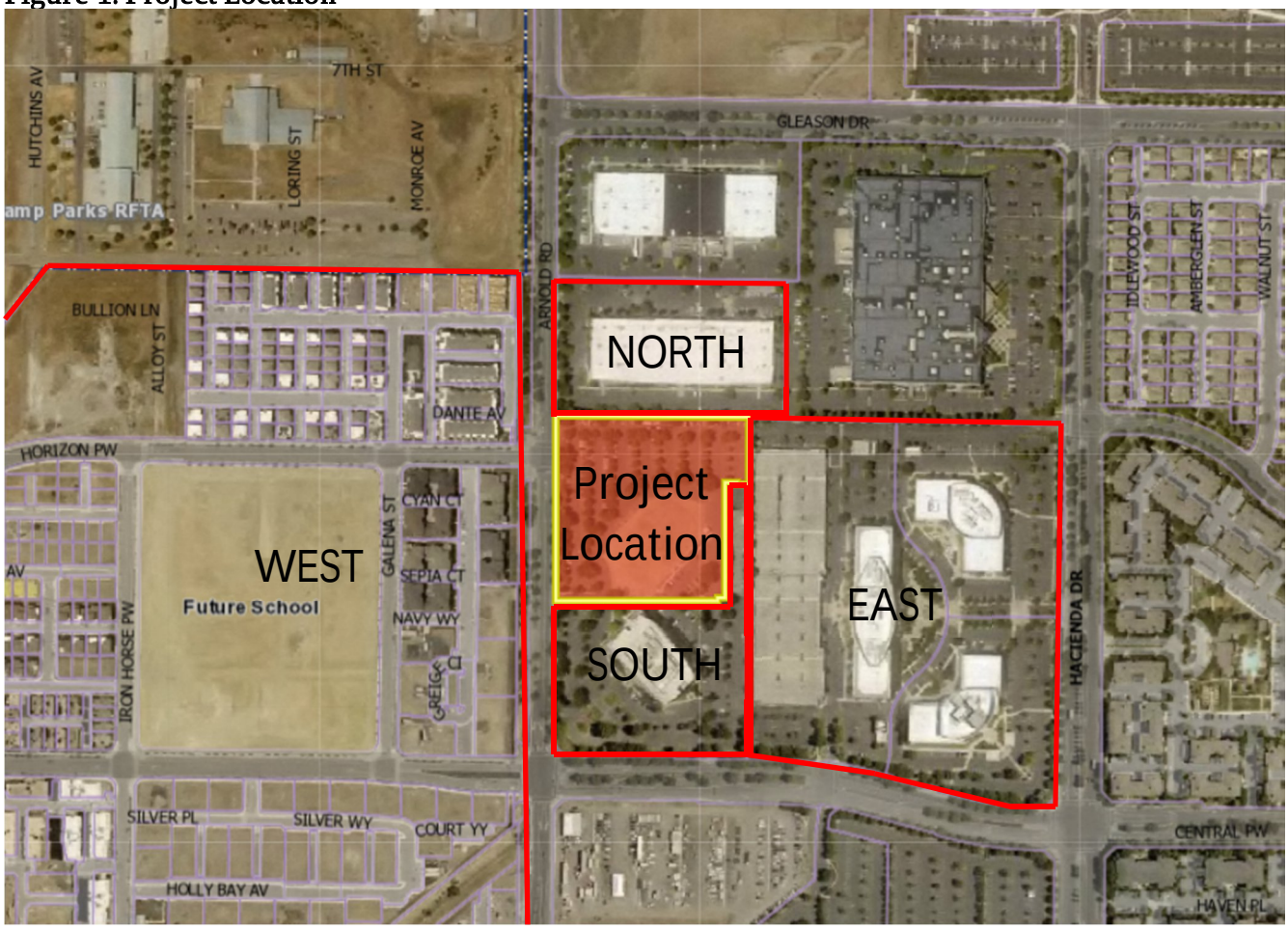


Table 1: Surrounding Land Uses

Location	Zoning	General Plan Land Use	Current Use of the Property
North	PD (Planned Development)	Campus Office	Creekside Business Park
South	PD (Planned Development)	Campus Office	Hites Plaza
East	PD (Planned Development)	Campus Office	Ross Stores Offices
West	DCZD (Dublin Crossing Zoning District)	Dublin Crossing	Boulevard (Dublin Crossing)

Background

On January 7, 1994, the City Council adopted a General Plan Amendment and the EDSP, which provides a comprehensive land use program for the planning area of roughly 3,300 acres, along with goals and policies to guide future public and private actions relating to the area's development.

On March 17, 1998, the City Council adopted a PD Rezone (Ordinance No. 30-98) for the Creekside Office Park Project, which includes the project site located at 5751 Arnold Road. The PD zoning district established general provisions, development regulations and design guidelines for a larger 31.2-acre area that includes Hites Plaza. The PD, as written, encourages a site layout and building design that creates the appearance of a singular workplace, rather than independent developments, to accommodate a mix of office, and research and development uses. Hites Plaza includes two development pads envisioned to accommodate a mix of office and research and development uses. One of those sites was constructed and fully occupied but the second site has remained undeveloped.

Proposed Project

The Applicant proposes to construct an assisted living and memory care facility on the undeveloped site. The proposed use is defined by the Zoning Ordinance as a "Community Care Facility, Large," which is considered a commercial use type. The proposed project is a two-story, approximately 155,517-square-foot community care facility. A total of 152 units are proposed, including 114 assisted living units, 38 memory care units and a total of 174 beds. In addition to the assisted living and memory care units, the first and second floor of the facility would provide a range of amenities and support facilities for residents and staff. These amenities include two courtyards, one for assisted living residents and the other for memory care residents, a kitchen, lobby area, offices, medical facilities, living areas, theatre, activity areas and dining rooms. Associated site, frontage, and landscape improvements are also proposed. Refer to Figure 2 for the proposed site plan. Requested approvals include a PD Rezone with a related Stage 1 and Stage 2 Development Plan and a Site Development Review (SDR) Permit.

Figure 2. Proposed Site Plan



Analysis

Planned Development Rezone

The project site has an existing PD zoning district (Ordinance No. 30-98), which allows business, administrative and professional office uses. To accommodate the proposed project, the application includes a PD Rezone. The proposed PD establishes a detailed Development Plan for the site, including permitted and conditionally permitted uses, the overall development density and intensity (e.g., floor area ratio, building heights, setbacks, etc.) and design guidelines. A "Community Care Facility, Large" as defined by the Zoning Ordinance, would be the only use allowed by the PD. Table 2 provides an overview of the proposed development standards for the proposed project.

Table 2. Development Standards

Maximum Beds	174
Maximum Faculty and Staff	42 (on site at one time)
Floor Area Ratio	0.62
Maximum Building Height:	2 stories/ 28 feet
Maximum lot coverage	32%
Parking Spaces	1 per 3 employees on largest shift, plus 1 per 3 beds
Parking Stall Dimensions Standards	Per Chapter 8.76 Off-Street Parking and Loading Regulations of the Dublin Zoning Ordinance
Minimum Setbacks	20' front (along Arnold Road) 10' side (along north and south property lines)

	10' rear (along east property line)
Signage	Pursuant to Chapter 8.84 Sign Regulations of the Dublin Zoning Ordinance

The draft Ordinance providing the details of the proposed zoning district is included as Attachment 1.

Site Development Review Permit
The following is a summary of the key components of the project associated with the SDR Permit. The draft Resolution approving the SDR Permit is included as Attachment 2 with the project plans included as Attachment 3.

Site Design and Access: The project site is accessed from a new single driveway off Arnold Road that leads directly to the building's front entrance and parking area located to the north of the building. This driveway aligns with the signalized intersection at Arnold Road and Horizon Parkway. The site is also accessed from adjacent properties through joint access easements that provide access to Central Parkway and Hacienda Drive. Adjacent to the building's front entry is a large, covered canopy, which allows for resident and guest pick-up and drop-off. Further east is a loading and receiving area, trash enclosure, and generator enclosure.

As part of the project, a new sidewalk will be installed along the project driveway from Arnold Road to the building entrance. In addition, new curb ramps will be installed at the intersection of Arnold Road and the new driveway. Refer to Sheet A1.0 in the project plans for the site plan.

Architecture: The project's architectural style utilizes a contemporary design approach that uses varying planes, materials, and colors to break up the mass and complement the architecture of the mix of surrounding residential and commercial uses. The two-story building is accented with changes in exterior cladding and colors, modern style windows that vary in size, awnings, and a multiple-level, flat roof. The main entry is highlighted through a large canopy providing cover for vehicle pick-up and drop-off. The building is finished with a variety of materials including engineered wood-look panel veneer, smooth stucco, and cultured stone veneer. The proposed paint colors are neutral in nature with white, grey, and taupe colors used on the varying wall planes as well as the brown wood panels, and tan color used to accentuate the canopy and front entrance of the building. The color and materials are shown in the project plans on Sheets A4.0–A4.4.

Landscaping: Landscaping will be provided throughout the parking lot, around the perimeter of the building, and around the perimeter of the site to provide a visual buffer and screening to surrounding uses. This includes a landscape buffer along Arnold Road that would help to soften the project frontage. Various evergreen and ornamental trees, shrubs, grasses, perennials, ground cover, and vines are provided. There are 118 existing trees on the project site, of which 86 trees are proposed to be removed within the existing parking lot to accommodate the building, and 32 trees would be preserved, including existing mature trees along Arnold Road. Two of the trees proposed for removal are dead, and none are considered heritage trees. A total of 87 trees would be planted as part of the proposed project.

The proposed project provides approximately 17,644 square feet of private open space, including 6,187 square feet for the memory care courtyard and 11,457 square feet for the assisted living courtyard. Landscaping would be provided within the memory care and assisted living courtyards, which would incorporate illuminated walkways, a seating area and activity space for residents.

The proposed landscape plan is shown in the project plans on Sheet L100. An arborist report evaluating the on-site trees in included as Attachment 4.

Public Art: The Applicant intends to satisfy the requirements of the City's Public Art Ordinance through the payment of in lieu fees. Condition of Approval No. 16 in the Resolution approving the SDR Permit captures this requirement.

CONSISTENCY WITH THE GENERAL PLAN AND ZONING ORDINANCE:

The proposed community care facility and its respective site improvements are consistent with the General Plan and EDSP land use designation of Campus Office, which allows commercial service uses, such as the proposed facility. In addition, the proposed use will provide for an attractive, campus-like setting for a non-retail commercial use that will not generate nuisances related to emissions, noise, odors, or glare. The proposed floor area ratio of 0.62 is consistent with the floor area ratio of the Campus Office land use designation of 0.25 to 0.80. The proposed use and improvements are also consistent with the proposed Planned Development zoning district.

REVIEW BY APPLICABLE DEPARTMENT AND AGENCIES:

The Building and Safety Division, Fire Prevention Bureau, Public Works Department, and Dublin San Ramon Services District reviewed the project and provided conditions of approval, where appropriate, to ensure that the project is established in compliance with all local ordinances and regulations. Conditions of approval from these departments and agencies have been included in the draft Resolution approving the Site Development Review Permit for the project (Attachment 2).

ENVIRONMENTAL DETERMINATION:

Development of the project site was previously addressed in the General Plan Amendment and Eastern Dublin Specific Plan Environmental Impact Report (1993 GPA/SP EIR) for which the City Council certified an Environmental Impact Report and an Addendum on August 22, 1994. Pursuant to Resolution No. 53-93, the City Council adopted a Mitigation Measures and Monitoring Program, which continues to apply to development in Eastern Dublin. The City Council also adopted a Statement of Overriding Considerations in connection with certification of the 1993 GPA/SP EIR.

Consistent with the requirements of the California Environmental Quality Act (CEQA) including Section 21166 and related CEQA Guidelines Sections 15162 and 15163, the City prepared an

Initial Study to determine whether additional environmental review was required for the proposed Dublin Senior Living project. Pursuant to CEQA Guidelines Section 15164, the City determined that no subsequent or supplemental EIR or Negative Declaration is required for the proposed project and an Addendum to the 1993 GPA/SP EIR is the appropriate CEQA review, as there were no new potentially significant impacts associated with the project (refer to Attachment 5). The City further determined that the 1993 GPA/SP EIR adequately addressed the potential environmental impacts of the Dublin Senior Living project as 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 1993 GPA/SP EIR. Therefore, no standards for requiring supplemental environmental review or documentation under CEQA are met and none are required for the project. Since completion of the CEQA Addendum, minor revisions have been made to address the number of trees to be removed, preserved and planted as part of project implementation. No other revisions were made or required. As these revisions are editorial in nature, they do not affect the outcome of the environmental analysis conducted or increase related impacts that were evaluated in the CEQA Addendum. Refer to Attachment 6, Errata Memorandum on the CEQA Addendum. In addition, the Mitigation Monitoring and Reporting Program is provided as Attachment 7.

PLANNING COMMISSION REVIEW:

On May 10, 2022, the Planning Commission held a public hearing to consider the proposed project. One member of the public addressed the Commission regarding the project. After closing the public hearing and deliberating, the Planning Commission voted 3-2 to recommend approval of the Dublin Senior Living Project and adopted Resolution No. 22-07 (refer to Attachment 8). The dissenting Commissioners expressed concerns about compatibility with the surrounding uses. The concerns primarily focused on the design and materials of the proposed building and compatibility with that of the surrounding commercial buildings, and concern about the loss of a future jobs producing site.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Two City-led Community Meetings were held on April 20 and 21, 2022, to provide Dublin residents with information about the proposed Dublin Senior Living project. Four community members attended the first meeting, with no community members attending the second meeting. At the first meeting a clarification question was asked about the type of residential care facility being proposed.

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 also was published in the *East Bay Times* and posted at several locations throughout the City. A Planning Application sign was posted on the project site and the project

was also included on the City's development projects webpage. The City Council Agenda was posted and a copy of this Staff Report has been provided to the Applicant.

ATTACHMENTS:

1) Ordinance Considering the CEQA Addendum, Amending the Zoning Map and Approving a Planned Development Zoning District with a Related Stage 1 and Stage 2 Development Plan for the Dublin Senior Living Project
2) Resolution Approving a Site Development Review Permit for the Dublin Senior Living Project
3) Exhibit A to the Resolution - Dublin Senior Living Project Plans
4) Arborist Report
5) CEQA Addendum
6) Errata Memorandum on CEQA Addendum
7) Mitigation Monitoring and Reporting Program
8) Planning Commission Resolution No. 22-07 Recommending the City Council Consider an Addendum to the Eastern Dublin General Plan Amendment and Specific Plan Environmental Impact Report and Approve an Amendment to the Zoning Map, a Planned Development Zoning District with a related Stage 1 and Stage 2 Development Plan and a Site Development Review Permit for the Dublin Senior Living Project.

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Special Designation of General Fund Reserves for Fiscal Year 2021-22
Prepared by: Lisa Hisatomi, Director of Administrative Services

EXECUTIVE SUMMARY:

In accordance with the City's Fund Balance and Reserves Policy, the City Council will consider special designations of General Fund reserves for Fiscal Year 2021-22.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2021-22.

FINANCIAL IMPACT:

Approval of special designations in the General Fund will not result in any change to total fund balance but would shift resources among reserve categories. The Fiscal Year 2021-22 Unassigned (Cash Flow) Reserve is projected at $70,483,123, after Staff's recommendation of special designations, which is equivalent to nine months of the Fiscal Year 2022-23 General Fund operating budget.

DESCRIPTION:

Background
Governmental Accounting Standards Board Statement No. 54 (GASB 54), Fund Balance Reporting and Governmental Type Definitions, requires fund balance to be classified into different categories for governmental funds depending on the extent to which the use of resources is constrained for specific purposes.

Per GASB 54, the five fund balance classifications are:

- Non-Spendable – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained.
- Restricted – balance with constraints placed of the use of the resources which are either (a)

externally imposed by creditors, contributors, or laws and regulations of other agencies, or (b) imposed by law through constitutional provisions or enabling legislation.

- Committed – amounts that can only be used for specific purposes pursuant to formal action of the agency's governing body. These are considered legally restricted and can only be removed or changed by formal action of the governing body. Action to constrain resources should occur prior to the end of the fiscal year, though the exact amount may be determined subsequently.
- Assigned – amounts that are constrained by the governing body's intent to be used for specific purposes but are neither restricted nor committed.
- Unassigned – used by General Fund for residual classification of positive funds.

Recommended Reserve Designations for Fiscal Year 2021-22

Staff is projecting Fiscal Year 2021-22 with an operating surplus of $16.8 million with an available surplus of approximately $10.0 million, after subtracting budgeted transfers out to CIPs that are funded by Undesignated Reserve, contributions to pension unfunded liability and facilities replacement fund.

The General Fund Reserves Summary (Attachment 2) provides a listing of reserve balances by category. While the Fiscal Year 2021-22 year-end balances are not yet final until the City closes its financial books, Staff can make reasonable assumptions about estimated reserve balances at this point.

Many of the reserve changes are due to the spending down of Committed Reserves for budgeted capital improvement project expenses during Fiscal Year 2021-22 and the spending down of carry-over reserves from the prior year. Other shifts are related to year-end accounting policies.

This Staff Report also transmits a Resolution (Attachment 1) which confirms designations only of Committed Reserves for Fiscal Year 2021-22, as City Council approval of Assigned Reserves is not necessary by resolution. However, Staff seeks City Council direction on each of the following recommended designations:

Committed Reserves:

- Downtown Public Improvement Reserve - Increase $2,200,000
  In accordance with the City Council's Strategic objective #1a: Continue support of the Downtown Preferred Vision and Downtown Dublin Specific Plan including improving visual and environmental quality and evaluating specific business uses, Staff recommends the addition of $2.2 million to this reserve.

- One-Time Initiative - Capital - Increase $1,500,000
  In accordance with the City Council's Strategic objective #4d: Conduct a feasibility study into the fiber connectivity between City facilities. Staff recommends the addition of $1.5 million to this reserve to provide future funding needs for major citywide technological and infrastructure upgrades.

- **Lease Revenue Bond Payment - Increase $2,000,000**
  In accordance with the City Council's Strategic objective #4c: Make annual contributions to reserves for the early payoff of the energy efficiency bonds. Staff recommends the addition of $2.0 million to this reserve.

Assigned Reserves:

- **American Rescue Plan Act (ARPA) Revenue Replacement – Create the new reserve and add $665,878**

  The City Council has allocated $665,878 from the first tranche of American Rescue Plan Act Revenue Replacement category. Per the Treasury Department rule, the use of such funds must go towards current fiscal year City expenditures and may not be directly deposited into a reserve fund. The City could then shift the General Fund savings into an Assigned Reserve for future unexpected pandemic expenditures. The City has utilized the fund to offset General Fund expenditure for polices services contract cost and purchase of computers.

- **Non-Streets CIP Commitments - Increase $1,000,000**

  In accordance with the City Council's Strategic objective #3b: Provide on-going condition assessments of aging city facilities and assets. Staff recommends the addition of $1.0 million to this reserve to fund future capital endeavors on infrastructure maintenance and reinvestment.

- **Pavement Management - Create the new reserve and add $2,000,000**

  In accordance with the City Council's Strategic objective #3c: c. Explore finance options for long-term pavement management needs. Staff recommends the creation of the reserve and add $2.0 million to this reserve to provide funding to optimize the pavement condition within the City.

STRATEGIC PLAN INITIATIVE:

Special Designation of General Fund Reserves is directly associated with the Two-Year Strategic Plan for Fiscal Years 2022-23 and 2023-24.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Authorizing a Special Designation of General Fund Reserves for Fiscal Year 2021-22
2) Fiscal Year 2021-22 General Fund Reserves

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING A SPECIAL DESIGNATION OF GENERAL FUND RESERVES FOR FISCAL YEAR 2021-22

WHEREAS, the City's Fund Balance and Reserves Policy requires special fund balance allocations to be adopted by the City Council, and allows the City Council to take action prior to the end of the fiscal year to direct a specific assignment of the fund balance; and

WHEREAS, Staff reviewed updated information regarding fund balance and estimated one-time revenues during the preparation of the Fiscal Year 2022-23 Budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby make a special allocation of the estimated Fiscal Year 2021-22 year-end balance to the Committed fund balance as follows:

- Increase the reserve for Downtown Public Improvement Reserve by $2,200,000
- Increase the reserve for One-Time Initiative - Capital by $1,500,000

BE IT FURTHER RESOLVED that, any net resources remaining after special designations, and after meeting the Fund Balance and Reserves Policy requirements, will be left in the Unassigned (Available) Reserve.

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

FISCAL YEAR 2021-22 GENERAL FUND RESERVES

Attachment 2

RESERVE DESCRIPTION	Actual 2020-21	Increase 2021-22	Decrease 2021-22	Net Change	Projected 2021-22
Non-Spendable	**$13,266**				**$13,266**
Prepaid Expenses	**13,266**				**13,266**
Restricted	**$4,493,314**				**$4,493,314**
Cemetery Endowment	**60,000**				**60,000**
Developer Contr - Downtown	**1,490,000**				**1,490,000**
Developer Contr - Heritage Pk	**19,000**				**19,000**
Developer Contr - Nature Pk	**60,000**				**60,000**
Section 115 Trust - Pension	**2,114,314**				**2,114,314**
Heritage Park Maintenance	**750,000**				**750,000**
Committed	**$70,694,542**	**$5,700,000**	**($16,634,077)**	**($10,934,077)**	**$59,760,465**
Advance to Public Facility Fee	**9,857,639**		(7,074,270)	(7,074,270)	**2,783,369**
Downtown Public Improvement	**13,000,000**	**2,200,000**	(200,000)	2,000,000	**15,000,000**
Economic Development	**53,319**		(53,319)	(53,319)	
Economic Stability	**8,000,000**				**8,000,000**
Emergency Communications	**532,113**				**532,113**
Fire Svcs Pension/OPEB	**5,671,094**				**5,671,094**
Innovations & New Opport	**1,031,719**		(137,220)	(137,220)	**894,498**
One-Time Initiative - Capital	**4,966,110**	**1,500,000**	(1,476,078)	23,922	**4,990,032**
One-Time Initiative - Operating	**503,860**				**503,860**
Public Safety Reserve	**2,600,000**				**2,600,000**
Specific Committed Reserves					
Cemetery Expansion (CIP)	**1,173,549**		(1,173,549)	(1,173,549)	
Contribution to Public Facility Fee	**6,000,000**				**6,000,000**
Cultural Arts Center	**4,539,197**		(4,364,197)	(4,364,197)	**175,000**
Don Biddle Park (CIP)	**2,100,000**		(2,100,000)	(2,100,000)	
Fallon Sports Park 3 Contingency	**3,110,500**				**3,110,500**
Lease Revenue Bond Payment	**4,000,000**	**2,000,000**		2,000,000	**6,000,000**
Maintenance Facility (CIP)	**55,443**		(55,443)	(55,443)	
Utility Undergrounding (CIP)	**3,500,000**				**3,500,000**
Assigned	**$66,743,520**	**$4,665,878**	**($1,810,019)**	**$2,855,859**	**$69,599,380**
Accrued Leave	**1,296,514**				**1,296,514**
Catastrophic Loss	**17,710,320**				**17,710,320**
CIP Carryovers	**2,735,111**				**2,735,111**
Fiscally Responsible Adj	**325,000**				**325,000**
Municipal Regional Permit	**2,212,931**		(418,403)	(418,403)	**1,794,528**
Non-Streets CIP Commitments	**2,366,100**	**1,000,000**	(93,600)	906,400	**3,272,500**
Operating Carryovers	**1,882,745**				**1,882,745**
Parks and Streets Contingency	**201,270**				**201,270**
Pension & OPEB	**16,000,000**	1,000,000		1,000,000	**17,000,000**
Relocate Parks Dept	**500,000**				**500,000**
Service Continuity	**3,150,000**				**3,150,000**
Specific Assigned Reserves					
ARPA Revenue Replacement (New)		**665,878**		665,878	**665,878**
Climate Action Plan	**3,000,000**				**3,000,000**
Contribution to ISF	**1,500,000**				**1,500,000**
Façade Improvement Grants	**374,157**				**374,157**
HVAC Replace. & Civic Ctr Improv. (CIP)	**3,337,009**		(1,145,652)	(1,145,652)	**2,191,357**
Pavement Management (New)		**2,000,000**		2,000,000	**2,000,000**
Public Safety Complex (CIP)	**152,363**		(152,363)	(152,363)	
Village Pkwy Pavemt Recon	**10,000,000**				**10,000,000**
Unassigned	**$67,819,852**	**$18,444,095**	**($11,264,065)**	**$7,180,030**	**$74,999,883**
Unassigned-Unrealized Gains	**4,516,760**				**4,516,760**
Unassigned (Available)	**63,303,092**				**70,483,123**
TOTAL RESERVES	**$209,764,495**	**$28,809,973**	**($29,708,160)**	**($898,187)**	**$208,866,308**

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Tri-Valley Transportation Development Fee Adoption
Prepared by: Sai Midididdi, Associate Civil (Traffic) Engineer

EXECUTIVE SUMMARY:

The City Council will consider adopting the Tri-Valley Transportation Development Fee pursuant to the requirements of the Joint Exercise of Powers Agreement of the Tri-Valley Transportation Council.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Resolution** Adopting the Tri-Valley Transportation Development Fee Pursuant to the Requirements of the Joint Exercise of Powers Agreement.

FINANCIAL IMPACT:

The Tri-Valley Transportation Development Fee is used to finance public facilities and improvements needed to serve the demand generated by new development in the Tri-Valley area jurisdictions. The fee would be charged to new development of all types located in the geographic area covered by the Tri-Valley Transportation Council.

DESCRIPTION:

Background
On October 13, 2013, the Counties of Alameda and Contra Costa County, the Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville entered into a Joint Exercise of Powers Agreement (JEPA) in order to establish the Tri-Valley Transportation Council (TVTC), as a separate agency. The TVTC jointly coordinates transportation planning efforts within the Tri-Valley area. It also collects and administers the Tri-Valley Transportation Development (TVTD) Fee to facilitate the implementation of transportation improvement projects identified in the TVTC strategic expenditure plan (SEP).

Pursuant to Section 6(b) of the JEPA, TVTC shall through resolution, based on the findings of a nexus study, recommend regional impact fee amounts for categories of land use entitlements within the Tri-Valley Area for purposes of funding a portion of transportation improvement projects identified in the TVTC SEP. In addition, pursuant to Section 6(c) of the JEPA, if the TVTD Fee is recommended for amendment, each member agency shall consider the adoption (by ordinance or resolution) of the TVTD Fee in the amounts recommended by TVTC. In accordance with Section 7(b) of the JEPA, member agencies are only eligible to receive TVTD Fee allocations if they have adopted the uniform TVTD Fee as recommended by the TVTC.

Discussion

On April 18, 2022, TVTC held a public hearing to consider adoption of the TVTD Fee, adoption of new Strategic Expenditure Plan Prioritization of Projects and Funding Plan, and adoption of the Assembly Bill (AB) 602 Supplemental Analysis. At the conclusion of the public hearing, the TVTC adopted Resolution No. 2022-07 approving a new Transportation Development Fee, adopting the new Strategic Expenditure Plan Prioritization of Projects and Funding Plan, and adopting the Assembly Bill (AB) 602 Supplemental Analysis. Prior to the adoption of TVTC Resolution No. 2022-07, the TVTC adopted a Nexus Study in August 2021. (Attachment 2)

Nexus Study Requirements

The California Mitigation Fee Act (Government Code §66001) requires jurisdictions to identify certain information and make certain statutory findings when establishing, increasing, or imposing a development impact fee. TVTC made these findings as part of its adoption of the TVTD Fee, and these findings are included in the resolution for City Council consideration.

Specifically, the findings jurisdictions are required to make are as follows:

1. Identify the purpose for collecting development impact fees;

2. Identify the use to which the fee is to be put, including identifying the facilities to be built if applicable;

3. Determine that there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;

4. Determine that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and

5. Determine that there is a reasonable relationship between the amount of the fee and the cost of public facilities or portion of the public facilities attributable to the development on which the fee is imposed.

Summary of Nexus Study

There have been significant changes in the funding, planning, and traffic conditions under which the TVTD Fee was originally developed. In addition, many of the original 22 projects identified in the previous SEP have been completed and the TVTC identified 23 new projects (List C of the Nexus Study, Attachment 2) to be considered. Based on these factors, an updated nexus study

was prepared to support updates to the TVTD Fee. The 2020 Nexus Study was adopted by the TVTC on August 16, 2021.

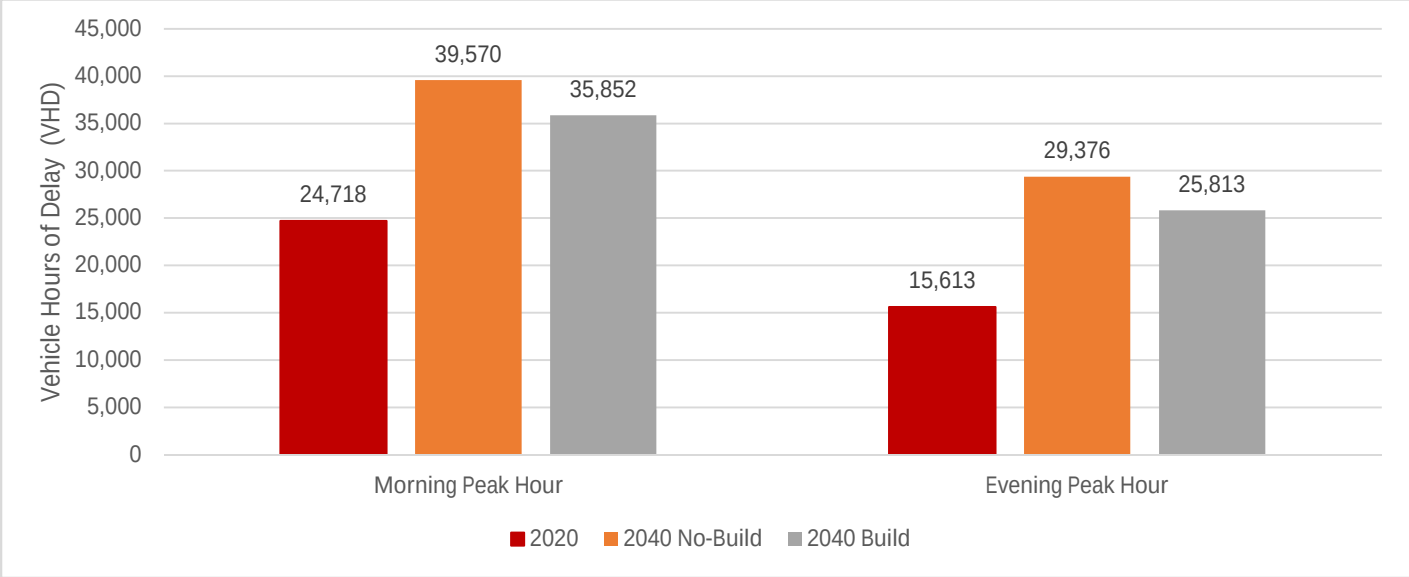
Since adopting the Nexus Study in August 2021, Assembly Bill (AB) 602 was approved by the Governor of California and includes additional requirements for nexus fee studies adopted after January 1, 2022. Although TVTC's Nexus Fee Study was not required to consider AB 602 given its adoption date, TVTC retained Kimley-Horn and Associates, Inc. to complete an AB 602 supplemental analysis to (1) understand the future implications of AB 602 and (2) to proactively define the methodologies of future Nexus Fee Study updates such that they will be compliant with AB 602. This AB 602 Supplemental Analysis was adopted by TVTC as part of the April 18, 2022 adoption of the TVTD Fee (Attachment 3).

A summary of the 2020 Nexus Study is as follows:

Forecast Growth
New development within the Tri-Valley Area is forecast to add 33,312 households and 63,947 jobs between 2018 and 2040. This growth will produce an increase of 57,596 average AM/PM peak hour trips.

Project Benefits
Based on forecast projections, the vehicle hours of delay is expected to increase by 60 percent during the AM peak and 88 percent during the PM peak. With the 38 improvement projects, this delay is expected to decrease by 15 percent during the AM peak and 23 percent during the PM peak when compared to the 2040 No-Build Scenario, as shown in the following figure. In addition, these projects will result in other benefits to the Tri-Valley Area including improving roadway safety, improving roadway operations, improving public transit, and increasing bicycle ridership.

Figure 1: Future Build vs No Build Scenario Vehicle Hours of Delay (VHD)



Note: Hours of delay are based on trips with origin or destination in the TVTC region.

Nexus Study – Proposed Updated Fee

The total investment for projects eligible to receive TVTD Fee funding is estimated to be $4.573 billion, where $3.702 billion is unfunded. An additional reduction was applied to account for external "cut-though" trips on roadway congestion projects. Future development within the Tri-Valley Area is not responsible to pay for these cut-through trips since these trips are caused by growth outside of the Tri-Valley Area. This reduces the total unfunded cost to be covered by the maximum TVTD Fee to $2.698 billion. Note that this did not change the overall project costs.

The $2.698 billion of unfunded costs were allocated across future development by land use type based on the proportion of forecast peak-hour trips to determine the Total Fee per Land Use. Then, the maximum fee schedule was determined by dividing the Total Fee per Land Use by the 2020-2040 Growth as shown in the following table.

Table 1: Maximum Fee by Land Use Category

Land Use Type	Growth	Maximum Fee
Single-Family Residential	15,857 DU	$40,250 per DU
Multi-Family Residential	17,456 DU	$23,890 per DU
Retail	5,117,500 SF	$77.88 per SF
Office	6,796,800 SF	$54.10 per SF
Industrial	9,289,800 SF	$31.15 per SF
Other	12,441 trips*	$46,844 per trip*

* Average AM/PM trip

The maximum fee schedule shown in Table 1 would generate sufficient revenues to fund the total unfunded cost of all selected projects, however, TVTC was not obligated to apply this fee schedule.

For instance, the past practice of TVTC has been to set rates at approximately one-third of the maximum fee calculated in the 1995 and 2008 Nexus Studies to help foster growth within the Tri-Valley Area, while providing a regional funding source that could be used to match and help compete for Federal and State transportation grants and funding programs.

Summary of Strategic Expenditure Plan (SEP)

In January 2015, the TVTC adopted Resolution No. 2015-01 adopting the updated TVTD Fee Schedule as a two-year phase-in plan, with no change during the initial year (FY 2014-15), an increase to 25% of the maximum allowable rate by the fee nexus study in the second year (FY 2015-16) and a final increase to 35% of the maximum allowable rate by the third year (FY 2016-17). That fee was based on the Fee Nexus Study adopted in 2008.

In January 2017, the TVTC approved the *2008 TVTC Nexus Study Validation Review* and adopted the 2017 *Strategic Expenditure Plan (SEP) Update*. At that time, the TVTC elected to maintain the current fee rate (only annual Construction Cost Index (CCI) adjustment). The 2017 SEP Update incorporated and built upon the updated project descriptions, funding programs, and progression of the TVTD Fee over the previous years. Some of the transportation improvement projects on the original list were completed and schedules and funding for others have changed. The JEPA, adopted in 2013, required approval of the SEP by a supermajority of the TVTC – six members.

2022 Strategic Expenditure Plan

The proposed 2022 rate adjustments are presented in the following table. The TVTC adopted a rate adjustment reflecting 15% of the maximum fee rate for the duration of the SEP for all uses except retail and "other" land uses.

Table 2: FY 2022-23 Rate Adjustment

Land Use	Current 2021 Rate	% of Maximum	FY 2022/23 Rates	Change from 2021 Rates	% Change
Single Family (DU)	$5,057	15%	$6,596.40	$1,539.40	30.4%
Multi-Family (DU)	$3,484	15%	$3,889.20	$405.20	11.6%
Retail (SF)	$3.74	6%	$5.07	$1.33	35.6%
Office (SF)	$8.59	15%	$8.81	$0.22	2.5%
Industrial (SF)	$5.00	15%	$4.97	-$0.03	-0.6%
Other (avg AM/PM trips)	$5,620	12%	$6,100.68	$480.68	8.6%

DU = Dwelling Units; SF = Square Feet

Like the prior SEP, it is proposed that retail continue to have a lower cap to help encourage retail growth, given that local retail has been greatly impacted by the global pandemic.

Retail is proposed to initially be established at 6% and then increase to 7% in funding year 2023-24. In the "Other" land uses category, which consist of developments that do not fall into the other five land use categories such as theaters, motel/hotels, day care facilities, and gas stations, it is recommended that the rate be set at 12% of the maximum fee rate for the duration of the SEP.

It is also proposed that the TVTD Fee rate continue to increase on an annual basis based on the annual CCI adjustment to reflect changes in regional construction costs. Similarly, to how the SEP has been implemented in the past, the CCI adjustment will not be applied for years when there is a prescribed rate increase planned. Essentially this means that the CCI adjustment would not be applied for any use in FY 2022-23 and not to retail in FY 2023-24.

A draft SEP Funding Plan was presented to the TVTC Board at the December 13, 2021 study session. Following the study session, the TVTC Technical Advisory Committee (TAC) held two community meetings and received feedback from the community on the draft SEP. Subsequently, revisions were made to the draft plan. The SEP subcommittee recommended TVTC adopt the revised SEP Funding Plan. The recommended SEP Funding Plan proposed funding for 22 projects (16 from List C of the Nexus Study, Attachment 2, and 6 priority projects from previous SEP lists) over a 10-year horizon (Attachment 4).

Public Outreach

As referenced above, to provide the public with information related to the TVTC SEP, the TVTC TAC held two community outreach information sessions. The information sessions were held via teleconferencing (i.e. Zoom). A flyer was created for both sessions and circulated to members of the Bay Area Building Industry Association (BIA), the BIA External Affairs Director, members of the development community, advocacy groups and posted to the TVTC website.

TVTC Member Agencies and Recommended Action

The TVTC unanimously adopted a new Tri-Valley Transportation Development Fee, a new Strategic Expenditure Plan Prioritization of Projects and Funding Plan, and adopted the AB 602 Supplemental Analysis.

Pursuant to Section 6(c) of the JEPA, if the TVTC recommends new TVTD Fee rates, each member agency shall consider the adoption (by ordinance or resolution) of the TVTD Fee in the amounts recommended by TVTC. Pursuant to Section 7(b) of the JEPA, member agencies are only eligible to receive TVTD Fee allocations in accordance with the TVTC SEP if they have adopted the uniform TVTD Fee as recommended by the TVTC.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A notice was placed in the *East Bay Times* on June 10, 2022 and June 16, 2022 notifying the community of the City Council's consideration of the proposed fee revisions, TVTD Fee updates, and that all the relevant materials are on file with the City Clerk for public review for a 10-day period prior to the City Council's consideration of the fee update. Additionally, the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Adopting the Tri-Valley Transportation Development Fee Pursuant to the Requirements of the Joint Exercise of Powers Agreement
2) Exhibit A to the Resolution – TVTC Resolution No. 2021-10 and 2020 Nexus Study
3) Exhibit B to the Resolution – AB 602 Supplemental Analysis
4) Exhibit C to the Resolution – TVTC Resolution No. 2022-07 and 2022 Strategic Expenditure Plan Prioritization of Projects, and Funding Plan

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ADOPTING THE TRI-VALLEY TRANSPORTATION DEVELOPMENT FEE PURSUANT TO THE REQUIREMENTS OF THE JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, on October 13, 2013, the Counties of Alameda and Contra Costa, the Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville entered into a Joint Exercise of Powers Agreement (JEPA) in order to establish the Tri-Valley Transportation Council (TVTC), as a separate agency, to jointly coordinate transportation planning efforts within the Tri-Valley Area through collecting and administering the Tri-Valley Development Fee (TVTD Fee) to facilitate the implementation of transportation improvement projects identified in the TVTC Strategic Expenditure Plan (SEP); and

WHEREAS, the 2013 JEPA replaced the previous JEPA, adopted in 1998, pursuant to which the member agencies previously collected the TVTD Fee; and

WHEREAS, pursuant to Section 6(b) of the JEPA, TVTC shall through resolution, based on the findings of a nexus study, recommend regional impact fee amounts for categories of land use entitlements within the Tri-Valley Area for purposes of funding a portion of transportation improvement projects identified in the TVTC SEP; and

WHEREAS, pursuant to Section 6(c) of the JEPA, if the TVTD Fee is recommended for amendment, each member agency shall consider the adoption (by ordinance or resolution) of the TVTD Fee in the amounts recommended by TVTC; and

WHEREAS, pursuant to Section 7(b) of the JEPA, member agencies are only eligible to receive the TVTD Fee in accordance with the TVTC SEP if they have adopted the uniform TVTD Fee as recommended by the TVTC; and

WHEREAS, there have been significant changes in the funding, planning, and traffic conditions under which the TVTD Fee was originally developed. In addition, many of the original 22 projects identified in the previous SEP have been completed and the TVTC has identified 23 new projects (List C of the Nexus Study) to be considered; and

WHEREAS, TVTC entered into a contract with Kimley-Horn Associates, Inc. ("Consultant") to complete the 2020 TVTC Nexus Study and Strategic Expenditure Plan (SEP) in accordance with the requirements of the California Mitigation Fee Act; and

WHEREAS, the 2020 Nexus Study ("Study") considered the following new projects ("Projects") and the number of trips generated by the anticipated development of each land use type and determined a Maximum Fee Rate for each of the land uses from Appendix B of the Study. The Projects considered in the Study include the remaining projects from List A and List B, as well as the following new projects:

- C-1 Tesla Road Safety Improvement,
- C-2 Norris Canyon Road Safety Improvement Project,
- C-3 Dublin Boulevard-North Canyons Parkway Extension,

- C-4 Vasco Road at Dalton Avenue Intersection Improvements,
- C-5 El Charro Road Widening,
- C-6 Sunol/680 Interchange Improvements,
- C-7 I-680 Express Lanes-Hwy 84 to Alcosta,
- C-8 Santa Rita/I-580 Interchange,
- C-9 Stoneridge/I-680 Interchange,
- C-10 Innovate 680,
- C-11A Iron Horse Trail Bicycle Pedestrian Overcrossing-City of San Ramon,
- C-11B Iron Horse Trail Bicycle Pedestrian Overcrossing-City of San Ramon,
- C-11C Iron Horse Trail Crossing at Dublin Boulevard,
- C-11D Iron Horse Trail,
- C-11E Iron Horse Trail to Shadow Cliffs Connection,
- C-11F Iron Horse Trail Connection Improvements at Santa Rita Road,
- C-11G Iron Horse Trail Bicycle/Pedestrian Overcrossing-Town of Danville,
- C-11H Iron Horse Trail System-Wide Improvements,
- C-12 I-680 Interchange Improvements at Hacienda Drive,
- C-13 Fallon/El Charro Interchange,
- C-14 Valley Link Rail (Phase 1),
- C-15 Technology Enhancements,
- C-16 I-680 Express Bus Service; and

WHEREAS, the TVTC Technical Advisory Committee and Consultant reviewed forecasts of new development in the Tri-Valley Area, and outlined the status, scope, costs, and anticipated funding for the Projects; and

WHEREAS, on August 16, 2021, the TVTC adopted the Tri-Valley Transportation Council 2020 Nexus Study Fee Update attached hereto as Exhibit A, pursuant to TVTC Resolution No. 2021-10; and

WHEREAS, since adopting the 2020 Nexus Study in August 2021, Assembly Bill (AB) 602 was approved by the Governor of California and includes additional requirements for nexus fee studies adopted after January 1, 2022; and

WHEREAS, while the 2020 Nexus Fee Study was not required to incorporate AB 602 given its adoption date, TVTC retained Kimley-Horn and Associates, Inc. to complete an AB 602 supplemental analysis to (1) outline the future implications of AB 602 and (2) to proactively define the methodologies of future Nexus Fee Study updates such that they will be compliant with AB 602; and

WHEREAS, the AB 602 Supplemental Analysis, attached hereto and incorporated herein as Exhibit B, was adopted by the TVTC on April 18, 2022; and

WHEREAS, on April 18, 2022, by TVTC Resolution No. 2022-07, the TVTC adopted and recommended, by a vote of all 7 member agencies, the new TVTD Fee rates shown in the table below, which are effective July 1, 2022 (“2022 TVTD Fee rates”); and

FY2022/2023 Rate Adjustment

Land Use	Current	% of	FY 2022/23	Change from	% Change

	2021 Rate	Maximum	Rates	2021 Rates	
Single Family (DU)	$5,057	15%	$6,596.40	$1,539.40	30.4%
Multi-Family (DU)	$3,484	15%	$3,889.20	$405.20	11.6%
Retail (SF)	$3.74	6%	$5.07	$1.33	35.6%
Office (SF)	$8.59	15%	$8.81	$0.22	2.5%
Industrial (SF)	$5.00	15%	$4.97	-$0.03	-0.6%
Other (avg AM/PM trips)	$5,620	12%	$6,100.68	$480.68	8.6%

DU = Dwelling Units; SF=Square Feet

WHEREAS, the Mitigation Fee Act (California Government Code § 66001(a)) requires jurisdictions to make certain statutory findings prior to any action establishing, increasing, or imposing a fee as a condition of approval of a development project and TVTC made such findings as part of its adoption of the 2022 TVTD Fee rates; and

WHEREAS, the recommended fee rate is 15% of the Maximum Fee Rate for the duration of the SEP for all uses except retail and "other" land uses, which are recommended to be set at 6% and 12% of the Maximum Fee Rates, respectively; and

WHEREAS, Transit-oriented housing development projects satisfying the criteria in Government Code Section 66005.1 may conduct a project-level transportation analysis and a smaller proportion of the applicable fee may be imposed; and

WHEREAS, the 2022 TVTD Fee recommended retail rate is $5.07 for FY 2022-23 and increased to $5.92 (7% of the maximum) effective July 1, 2023. All other rates for remaining land uses will be adjusted per Construction Cost Index (CCI) as of July 1st of each year consistent with current practice; and

WHEREAS, the TVTC adopted the SEP and Prioritization of Projects and Funding Plan, which proposes funding for 22 projects (16 projects from New List C and 6 priority list from previous project lists) over the next 10 years, attached hereto and incorporated herein as Exhibit C; and

WHEREAS, in accordance with the requirements of the Mitigation Fee Act, (1) a public hearing notice was published in the newspaper and interested persons were notified 30 days in advance of the April 18, 2022 TVTC meeting of the TVTC's proposed action on the 2022 TVTD Fee, (2) notices were sent to any individuals requesting notices pertaining to fee increases by the TVTC 14 days in advance of the meeting at which the new 2022 TVTD Fee is proposed for adoption, (3) the 2020 Nexus Study, AB 602 Supplemental Analysis, and the draft SEP Funding Plan were available for public review on the TVTC Board's website 10 days in advance of the meeting at which the new 2022 TVTD Fee, 2020 Nexus Study, SEP, and AB 602 Supplemental Analysis was proposed for adoption, and (4) a public notice was posted 10 days in advance of the meeting.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Dublin, in accordance with Government Code § 66001(a) and based on the information presented in the 2020 Nexus Study, adopts and approves the 2022 TVTD Fee rates shown in the table above and makes the following findings:

1. Identify the purpose to which the fee is to be put. Response: TVTC policy, as

expressed through the TVTC Action Plan, is that new development shall contribute for the mitigation of their impacts on Routes of Regional Significance and that the cost-sharing of recommended improvements will be implemented through the Tri-Valley Transportation Development Fee regional impact fee program. The fee advances a legitimate public interest by enabling the TVTC to fund improvements to transportation infrastructure required to accommodate and mitigate the impacts of new development. This finding is documented by the analysis of the projected increase in future travel generated by the new development that is projected to occur in the Tri-Valley. Growth in new residents and employees is projected to increase the cumulative average daily delay on the Tri-Valley regional roadways in the morning and evening peak hours, excluding effects from more cut-through traffic.

2. Identify the use to which the fee is to be put. Response: The TVTD Fee will be used to fund projects to expand capacity, traffic signal coordination, and other traffic improvements, improve safety, improve regional transit, improve active transportation/bicycle options, and mitigate the impacts of additional congestion on Routes of Regional Significance to serve new development as designated in the Strategic Expenditure Plan. The projects/public facilities to be funded by the fee are identified in the 2020 Nexus Study and the SEP and the Prioritization of Projects and Funding Plan.

3. Determine how there is a reasonable relationship between the fee's use and the type of development project upon which the fee is imposed. Response: Based on the analysis in the 2020 Nexus Study, the new development projects within the Tri-Valley will generate additional trips which will impact the transportation system in the region, including on Routes of Regional Significance. As illustrated in the 2020 Nexus Study, the planned projects will expand and improve capacity on the Routes of Regional Significance and alleviate congestion to accommodate the increased trips generated by new development. Thus, there is a reasonable relationship between the use of the fee for these projects and the new development generating these additional trips on which the fee will be imposed.

4. Determine that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed. Response: The need for the planned projects is based on the forecasted increase in congestion on Routes of Regional Significance, as well as other transportation impacts resulting from new development. The 2020 Nexus Study analyzed the contribution by each land use based on the proportion of average AM/PM trips generated by each land use. As demonstrated in the Study, there is a reasonable relationship between the need for the planned projects and the types of development upon which the fee is imposed because the planned projects will mitigate the transportation impacts generated by new development.

5. Determine that there is a reasonable relationship between the amount of the fee and the cost of public facilities or portion of the public facilities attributable to the development on which the fee is imposed. Response: The 2020 Nexus Study demonstrates that there is a reasonable relationship between the amount of the proposed fee and the cost or portion of the cost of the public facilities attributable to the development on which the fee is imposed because each land use category's share of the total trips generated was multiplied by the applicable project costs and then divided by the total number of units, square feet or trips that will occur within the development horizon. In this way, there is a reasonable relationship between the amount of the fee and the cost attributable to each land use type because the fee applicable to each land use type is based on the number of trips generated by that applicable land use type. Furthermore, the 2022 TVTD Fee is proposed to be set at between 6% to 15% of the justified

maximum fee rate and thus, the amount of the fee is lower than the actual costs attributable to new development.

BE IT FURTHER RESOLVED THAT the City of Dublin will:

1. Require each project developer to pay the TVTD Fee prior to issuance of building permits for the project, or no later than occupancy, and to the extent permitted by law.

2. Levy the TVTD Fee on all development projects not exempt from payment of the fee.

3. Apply the TVTD Fee on all significant changes to existing development agreements adopted after the effective date of the JEPA. The TVTD Fee shall be applied to all components of a project that are subject to an amended or renewed development agreement. As used herein, “significant” means any of the following: (a) change in land use type (e.g., office to retail); (b) intensification of land use types (e.g., increases in square footage of approved Office); (c) extension of the term of development agreements; and (d) reduction or removal of project mitigation requirements or conditions of approval.

BE IT FURTHER RESOLVED THAT the City Council of the City of Dublin finds that the foregoing recitals are true.

PASSED, APPROVED, AND ADOPTED this 21st day of June 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A to Resolution
TVTC Resolution 2021-10 and 2020 Nexus Study

TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2021-10

A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL ADOPTING THE TRI-VALLEY TRANSPORTATION COUNCIL 2020 NEXUS FEE UPDATE STUDY

WHEREAS, in 1998, the TVTC, and the City of San Ramon (SAN RAMON) entered into a Joint Exercise Powers of Agreement (JEPA) to provide authority to collect a Tri-Valley Transportation Development Fee (TVTDF) to collect impact fees for the traffic mitigation to be applied to the 11 high priority projects; and

WHEREAS, in 1999, the TVTC prepared and approved a Strategic Expenditure Plan (SEP), to guide the expenditure of revenue collected from TVTDF and to identify priorities, project sponsors, and funding for TVTDF projects; and

WHEREAS, in 2004, the TVTC adopted an update to the SEP that reflected an update to the regional and sub-regional transportation outlook for the Tri-Valley; and

WHEREAS, in 2008, the Tri-Valley Transportation Council (TVTC) completed and adopted the "2008 Nexus Study"; and

WHEREAS, the 2008 Nexus Study identified 22 projects for eligibility to receive funding from the Tri-Valley Transportation Development Fee (TVTDF), combining the 11 projects adopted in 1995 with 11 "new" projects added as part of the 2008 Nexus Study; and

WHEREAS, in 2017, the TVTC approved the 2008 TVTC Nexus Study Validation Review to confirm that the analysis under the 2008 Nexus remained valid and also adopted the 2017 SEP Update; and

WHEREAS, as there have been changes in the funding, planning and traffic conditions under which the TVTDF was originally developed and many of the 22 projects have been completed, TVTC has prepared a new Nexus Study to support updates to the TVTDF; and

WHEREAS, the California Mitigation Fee Act law (Government Code §66001) requires jurisdictions to identify certain information and make certain statutory findings when establishing, increasing or imposing a development impact fee. Specifically, jurisdictions are required

1. Identify the purpose for collecting development impact fees;
2. Identify the use to which the fee is to be put, including identifying the facilities to be built;
3. Determine that there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed; and
5. Determine that there is a reasonable relationship (proportionality) between the amount of the fee and the cost of public facilities or portion of the public facilities attributable to the development on which the fee is imposed.

WHEREAS, in 2018, TVTC entered into agreement with Kimley Horn and Associates to conduct the TVTC Nexus Study; and

WHEREAS, Kimley Horn and Associates have completed the Nexus Study and Work Tasks, including:

- Growth Forecast and Travel Demand Model
- Methodology and Approach
- Household Growth and Employment Growth
- Improvement Projects and Nexus Analysis Methodology
- Non-Fee Funding Source
- Fee Estimation and Nexus Burden Analysis
- Draft Nexus Study; and
- Final Study

WHEREAS, the draft Nexus Study was presented to the TVTC during a Study Session on July 19, 2021 and minor edits to the document have been incorporated; and

WHEREAS, the Nexus Study incorporates and supports the statutory findings required under California Mitigation Fee Act and provides reasonable growth projections for the Tri-Valley region, as well as a fair allocation of the transportation impacts of growth attributable to new development and a fair apportionment of the costs thereof.

NOW THEREFORE, BE IT RESOLVED that the Tri-Valley Transportation Council finds that the above recitals are true and correct and incorporated herein and approves the 2020 Nexus Study Fee Update Study, attached hereto as Exhibit 1 and incorporated herein.

PASSED, APPROVED AND ADOPTED at the meeting of August 16, 2021, by the following votes:

AYES: Perkins, Josey, Brown, Morgan, Anderson, Haubert, Kiick
NOES:
ABSENT:
ABSTAIN:

Vice Mayor, Scott Perkins, Chair
Tri-Valley Transportation Council

ATTEST:

Lisa Bobadilla, TVTC Administrative Staff

Exhibit I

Tri-Valley Transportation Council

2020 Nexus Fee Update Study

TVTC MEMBER AGENCIES

IN ASSOCIATION WITH

AUGUST 2021 | FINAL

Prepared By:

Kimley»Horn

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ACRONYM LIST

ACTC	Alameda County Transportation Commission
ATP	Active Transportation Program
BART	Bay Area Rapid Transit
BRT	Bus Rapid Transit
CCTA	Contra Costa Transportation Authority
CHP	California Highway Patrol
CMF	Crash Modification Factors
CPM	County Program Manager
EIR	Environmental Impact Report
FHWA	Federal Highway Authority
HOV	High Occupancy Vehicle
HSIP	Highway Safety Improvement Program
I-580	Interstate 580
I-680	Interstate 680
ITE	Institute of Transportation Engineers
JEPA	Joint Exercise of Powers Agreement
JPA	Joint Power Agreement
LAVTA	Livermore Amador Valley Transit Authority
LRSM	Local Roadway Safety Manual
MTC	Metropolitan Transportation Commission
OBAG	One Bay Area Grant Program
OTS	Office of Traffic Safety
PM	Post Mile
PSR	Project Study Report
PSR-PDS	Project Study Report-Project Development Support
RRS	Routes of Regional Significance
RTP	Regional Transportation Plan
SAV	Shared Autonomous Vehicle
SB 1	Senate Bill 1
SEP	Strategic Expenditure Plan
SR 84	State Route 84
STIP	State Transportation Improvement Program
SWAT	Southwest Area Transportation Committee
TAC	Technical Advisory Committee
TAZ	Traffic Analysis Zone
TBD	To Be Determined
TDM	Travel Demand Model

TEP	Transportation Expenditure Plan
TFCA	Transportation Fund for Clean Air
TIF	Transportation Improvement Fee
TRANSPAC	Transportation Partnership and Cooperation
TSP	Transit Signal Priority
TVTC	Tri-Valley Transportation Council
TVTDF	Tri-Valley Transportation Development Fee
TVTP/AP	Tri-Valley Transportation Plan/Action Plan
VHD	Vehicle Hours of Delay

EXECUTIVE SUMMARY

Completed and adopted in early 2008, the Tri-Valley Transportation Council (TVTC) Nexus Study: Fee Update ("2008 Nexus Study") identified 22 projects that the TVTC elected for eligibility to receive funding from the Tri-Valley Transportation Development Fee (TVTDF). The first 11 projects (List A, Table 13) were adopted into the original program in 1995. The second set of 11 (List B, Table 13), were new projects that were included in the 2008 Nexus Study. The travel demand modeling documented in the 2008 Nexus Study projected that these projects would reduce the congestion created by new development within the Tri-Valley.

Since 2008, there have been changes in the funding, planning and traffic conditions under which the TVTDF was originally developed. In addition, many of the 27 original projects have been completed and the TVTC has identified 23 new projects (List C, Table 14) to be considered. Based on these factors an updated nexus study is needed to support updates to the TVTDF.

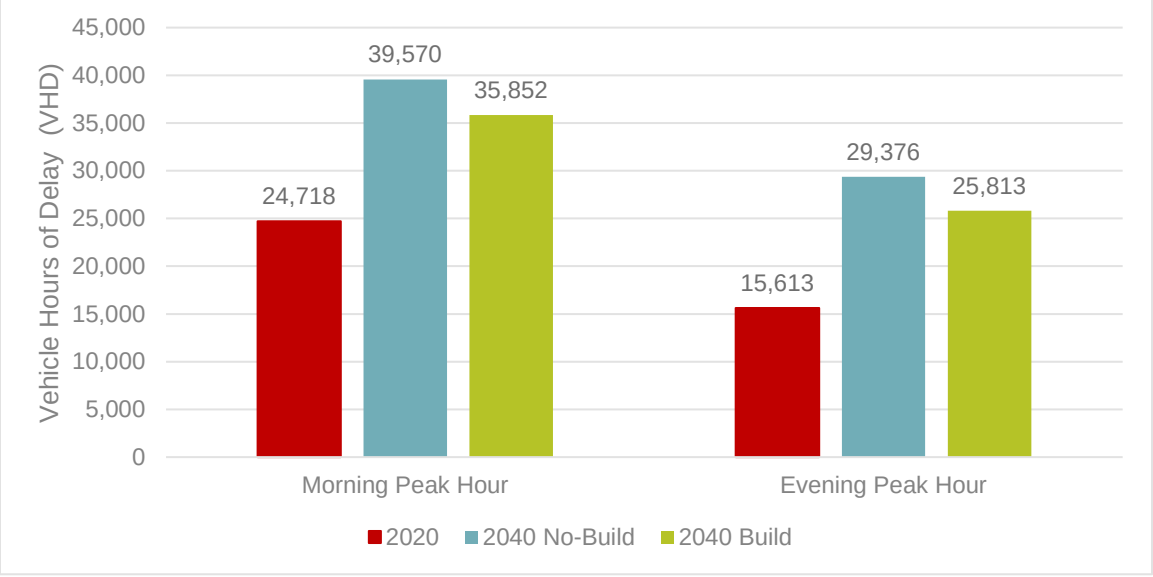
FORECAST GROWTH

New development within the Tri-Valley is forecast to add 33,312 household and 63,947 jobs between 2018 and 2040. This growth will produce an increase of 57,596 average AM/PM peak hour trips.

PROJECT BENEFITS

Based on forecast projection, the vehicle hour of delay is expected to increase by 60 percent during the AM and 88 percent during the PM peak. With the construction remaining improvement projects, this delay is expected to decrease by 15 percent during the AM peak and 23 percent during the PM peak when compared to the 2040 No-Build Scenario. In addition, these projects will result in other benefits to the Tri-Valley Area including improving roadway safety, improving roadway operations, and increasing bicycle ridership.

Figure E-1: Future Build vs No Build Scenario Vehicle Hours of Delay (VHD)



Note: Hours of delay are based on trips with origin or destination in the TVTC region.

UPDATED FEE

The total investment for projects eligible to receive TVTDF funding is estimated to be $4.470 billion, where $3.677 Billion is unfunded. An additional reduction was applied to account for external “cut-though” trips on roadway congestion projects. Future development within the Tri-Valley area is not responsible to pay for these trips since these trips are caused by growth outside of the Tri-Valley area. This reduces the total unfunded cost to be covered by the maximum TVTDF to $2.928 billion. Note that this does not change the overall project costs.

The $2.928 billion unfunded cost was allocated across future development land use type based on the proportion of forecast peak-hour trips to determine the Total Fee per Land Use. Then the maximum fee schedule was determined by dividing Total Fee per Land Use by the 2020-2040 Growth as shown in **Table E-1** below.

Table E-1: Maximum Fee by Land Use Category

Land Use Type	Growth	Maximum Fee
Single-Family Residential	15,857 DU	$43,976 per DU
Multi-Family Residential	17,456 DU	$25,928 per DU
Retail	5,117,500 SF	$84.52 per SF
Office	6,796,800 SF	$58.72 per SF
Industrial	9,289,800 SF	$33.81 per SF
Other	12,441 trips*	$50,839 per trip*

* Average AM/PM trip

The maximum fee schedule shown in in **Table E-1** would generate sufficient revenues to fund the total unfunded cost of all selected projects, however TVTC jurisdictions are not obligated to apply this fee schedule. For instance, the TVTC jurisdiction set rates at approximate 1/3 of the maximum fee calculated in the 1995 and 2008 Nexus studies to help foster growth within the Tri-Valley area, while providing a regional funding source that could be used to match and help compete for Federal and State transportation grants and funding programs.

1 INTRODUCTION AND BACKGROUND

1.1 BACKGROUND AND HISTORY

In 1991, the seven jurisdictions of Alameda County, Contra Costa County, Dublin, Pleasanton, Livermore, Danville, and San Ramon signed a Joint Powers Agreement (JPA) that established the Tri-Valley Transportation Council (TVTC). The purpose of the JPA was for the joint preparation of a Tri-Valley Transportation Plan/Action Plan (TVTP/AP) for Routes of Regional Significance (RRS) and cost sharing of recommended improvements. The TVTP/AP was prepared and presented to all member jurisdictions in April 1995 and updated in 2000. The TVTP/AP created a common understanding and agreement on the Tri-Valley's transportation concerns regarding prioritizing projects for funding and implementation.

In addition to the project priorities, the TVTP/AP also recommended the development of a TVTDF to allocate a fair share of regional infrastructure cost to go towards new development. The nexus study for the fee program, completed in 1995, justified allocating the unfunded cost needed to complete all of the 11 projects identified in the TVTP/AP to new development. The TVTC, however, recommended scaling back by roughly two-thirds the total amount the fee program would collect from the maximum funding needed. The TVTC and its member jurisdictions subsequently created and adopted the TVTDF in 1998 through a Joint Exercise of Powers Agreement (JEPA). The original Strategic Expenditure Plan (SEP) was adopted in 1999.

The JEPA called for a periodic update of the fee program to reflect any significant changes in population growth, project status, and other conditions that would require revisions to the fee program. Since 1995, there have been substantial changes in the funding, planning, and traffic setting in which the TVTDF was originally developed. New funding sources were established; the TVTP/AP was updated in 2000; projects were completed; project schedules and/or funding plans shifted; traffic patterns changed; and new regional transportation projects were identified through various traffic studies. The TVTC responded to these changes by directing the Technical Advisory Committee (TAC) to conduct its first update to the fee nexus study to update the fee and project list.

Completed and adopted in early 2008, the first update to the TVTC Nexus Study: Fee Update ("2008 Nexus Study") identified 22 projects that the TVTC elected for eligibility to receive funding from the TVTDF. The first 11 projects (List A, Table 13) were adopted into the original program in 1995. The second set of 11 (List B, Table 13), were new projects that were included in the 2008 Nexus Study. The travel demand modeling documented in the 2008 Nexus Study projected that these projects would further reduce congestion created by new development within the Tri-Valley. A revised fee structure was released by TVTC for consideration by each member agency in late 2008. While each member agency communicated support for the revised fee structure, it was not approved by all member agencies pending preparation and approval of a corresponding SEP. A TVTC SEP Subcommittee was therefore formed to commence preparation of an SEP.

To facilitate the progress of existing projects while an update to the SEP was underway, an Interim Funding Plan was approved by TVTC in April 2010. The Interim Funding Plan matched the programmed amounts and priorities established in the 2004 SEP Update. It also included a revised disbursement timeline to reflect the current Joint TVTDF account balance and projected fee collections over the next five years.

With respect to the TVTC JEPA, in October 2013 TVTC entered into a new Joint Exercise of Powers Agreement (JEPA) comprised of seven member agencies: the County of Alameda, the County of Contra Costa, the City of Livermore, the City of Pleasanton, the City of San Ramon, the City of Dublin, and the Town of Danville. The purpose of the new JEPA agreement was to establish the TVTC as a **separate agency** responsible for planning, coordinating, and receiving disbursement of traffic impact fee

revenues from member agencies to help implement transportation improvement projects within the Tri-Valley Area.

Strategic Expenditure Plan (SEP)

In January 2015, the TVTC adopted Resolution No. 2015-01 – Adopting the updated Tri-Valley Transportation Development Fee Schedule as a two-year phase-in plan, with no change during the initial year (FY 14-15), an increase to 25% of the maximum allowable rate by the fee nexus study in the second year (FY 15-16) and a final increase to 35% of the maximum allowable rate by the third year (FY 16-17). The new fee was based on the Fee Nexus Study adopted in 2008.

In November 2015, a review of the 2008 Nexus Study was conducted to determine if the analysis establishing a reasonable relationship between the unexpended fees and the purpose for which those fees were collected remained valid. This review analyzed the 2008 Nexus Study Fee Update with current traffic conditions, forecasted growth, and project updates and found that the analysis establishing a reasonable relationship between the unexpended fees and the purpose of which those fees were collected was still valid. The review also identified a number of conditions that had changed since the completion of the 2008 Nexus Study, such as growth projections were lower in the more recent forecasts than at the time of the 2008 Nexus Study. This translated to lower trip generation rate from new development. In addition, a number of the projects in the Nexus Study had been completed or had a change in project description or cost estimate. However, due to inflation and updated cost estimates, the total unfunded project cost had only decreased by 9 percent. The minor decrease in unfunded cost, paired with a decrease in expected new peak hour trips to which the fee would be applied, meant that the maximum fee identified in the 2008 Nexus Study would be higher in an updated calculation.

In January 2017, the TVTC approved the 2008 TVTC Nexus Study Validation Review and adopted the 2017 Strategic Expenditure Plan (SEP)* Update. At that time, the TVTC elected to maintain the current fee rate, with exception of the annual Construction Cost Index (CCI) adjustment. The 2017 SEP update incorporated and built upon the updated project descriptions, funding programs, and progression of the TVTDF over the previous six years. Some of the transportation improvement projects on the original list were completed and schedules and funding for others had changed. The JEPA, adopted in 2013, required approval for the SEP, by a supermajority of the TVTC – six members.

Since 2008, there have been changes in the funding, planning and traffic conditions under which the TVTDF was originally developed. In addition, many of the 22 projects have been completed and the TVTC has identified 16 new projects (List C, Table 14) to be considered. Based on these factors the 2020 updated nexus study was undertaken.

On August 16, 2021, the TVTC approved Resolution No. 2021-10 Adopting the Tri-Valley Transportation Council 2020 Nexus Fee Update Study.

1.2 REPORT ORGANIZATION

The remainder of the report is divided into the following chapters:

- Chapter 2 - Forecast of New Development and Travel Demand: Describes the methodology, assumption, and results used to determine future development forecast
- Chapter 3 - Improvement Projects and Cost Estimates: Presents list of improvement projects the TVTC elected to receive funding from the TVTDF. Detailed project descriptions are provided in Appendix A and Appendix B.
- Chapter 4 - Nexus Findings: Describes relevant findings for the imposition of development impact fees,
- Chapter 5 - Next Steps: Identifies next steps for adopting the updated fee schedule.

2 FORECAST OF NEW DEVELOPMENT AND TRAVEL DEMAND

This chapter describes the methodology, assumption, and results for travel demand forecasting.

2.1 METHODOLOGY AND APPROACH

Travel demand forecasting was conducted using the current version of Contra Costa Transportation Authority Travel Demand Model (CCTA TDM). The use of the CCTA TDM is consistent with the previous 2008 Nexus Study. Based on the outcome of initial discussions with the TAC, the following steps were taken regarding the development of travel demand forecasts:

- Travel demand forecasting was reaffirmed to be based on the latest version of CCTA TDM. In 2019, the CCTA TDM was updated to incorporate assumptions consistent with the current (as of 2017) Metropolitan Transportation Commission (MTC) Regional Transportation Plan (RTP). A 2018 base year validation was also completed as part of that update. The growth projections were based on a base year of 2020 and a horizon year of 2040. Note that the CCTA TDM base year was updated to reflect 2020 conditions and that the 2040 horizon year was also modified to address the specific needs of this study.
- Land use assumptions for households and employment were broken down for the 2020 base and 2040 horizon years by jurisdiction and were distributed to member agencies for review. Detailed data submitted to each jurisdiction included household and employment data at the traffic analysis zone (TAZ) level. In addition, supplemental data from the Alameda County Transportation Commission (ACTC) travel demand model was also provided to member agencies within Alameda County. Kimley Horn worked closely with the individual agencies to appropriately finalize growth forecasts prior to their use in the final modeling for this study.

Given that a recent land use forecast for the Tri-Valley region already exists as incorporated into the 2019 update of the CCTA Model, it is important to provide a context for the basis of this forecast. Specifically, the focus of this effort, unlike the more recent application of the CCTA model which was in support of a Region-Wide RTP, is confined to a limited area that primarily includes City of Dublin, Pleasanton, Livermore, Danville, and San Ramon and parts of unincorporated Contra Costa and Alameda counties. As this constitutes sub-area analysis (although the entirety of the model will be used during analysis), the typical best practice includes carefully assessing land use within the study area to make sure that it is prepared in a manner consistent with the specific goals of the study for which the TDM will be applied. It is important to note that TDMs used in support of RTPs are prepared in accordance with strict control totals and, as such, their land use forecasts do not necessarily reflect certainty as to whether a given development will occur, rather they are more akin to a process of prioritization (the forecaster determines the magnitude and location of development that is most likely to occur rather than determining whether something will NOT occur). Not surprisingly, local jurisdictions sometimes have more detailed perspectives on whether certain concentrations of development within their communities will occur before the RTP planning horizon. A land use assessment, such as that carried out as part of a typical sub-area analysis, is often an opportunity to reconsider jurisdictional land use input without the necessary limitations that an RTP puts on land use forecasting.

Based on these considerations and information shared by the TAC members, as well as input from staff from the member agencies at several individual agency meetings, it was determined that the 2040 land use forecast for the study area as included in the 2019 version of the CCTA TDM had unlikely development patterns in several locations within the study area as compared to the collective perspectives of member

agencies. Accordingly, it was agreed that a process to refine the existing CCTA forecast in a manner that could be reasonably justified based on readily available information and data would be undertaken. Specifically, this forecast is intended to reflect both realistic and achievable 2040 growth within the study area, and not necessarily circumstances that would be reflective of the full potential of the study area or an overly conservative approach such as a "worst-case" scenario.

2.2 TRAVEL DEMAND FORECAST

This section presents the growth forecast based on feedback from member agencies.

2.2.1 HOUSEHOLD GROWTH

Table 1 and **Figure 1** summaries the estimated household growth between 2020 and 2040 the resulted from the process described in the prior section. Between 2020 and 2040 there is an expected total growth of 33,312 households within the Tri-Valley Area. This equates to a 24 percent change or an annual growth rate of 1.09%.

Table 1: Total Household Forecasts by Agency

Agency	2020	2040	2020-2040 Growth	Percent Change	Annual Growth Rate
Danville	15,564	16,557	993	6%	0.31%
Dublin	21,708	29,105	7,397	34%	1.48%
Livermore	30,685	39,759	9,074	30%	1.30%
Pleasanton	27,783	34,099	6,316	23%	1.03%
San Ramon	27,624	36,638	9,014	33%	1.42%
Alameda Unincorporated	2,108	2,362	254	12%	0.57%
Contra Costa Unincorporated	11,921	12,185	264	2%	0.11%
Total Tri-Valley	**137,393**	**170,705**	**33,312**	**24%**	**1.09%**

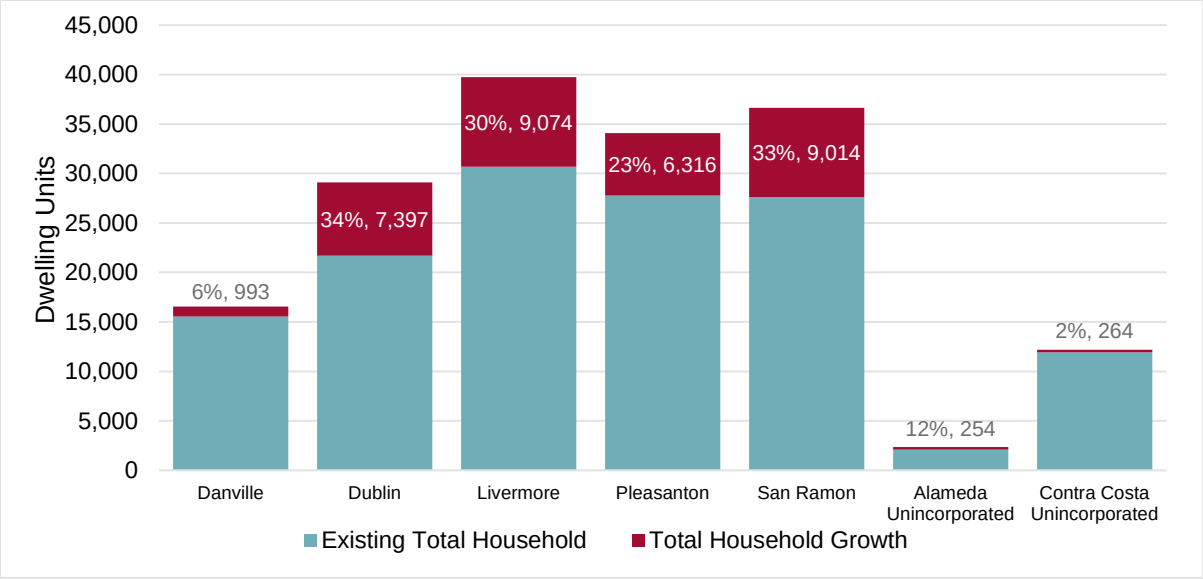


Figure 1:Total Household Forecasts by Agency

Table 2 presents the overall change based on dwelling type. As shown, it is expected that single family units will grow by 15,856 units at an annual growth rate of 0.69%. It is expected that multi-family units will go by 17,456 units at an annual growth rate of 2.35%. **Table 3** and **Figure 2** summarizes growth for single family household by agency. **Table 4** and **Figure 3** summarizes the growth for multifamily households by agency.

Table 2: Projected Dwelling Unit Growth, 2020-2040

Dwelling Type	2020	2040	2020-2040 Growth	Percent Change	Annual Growth Rate
Single Family	107,944	123,800	15,856	15%	0.69%
Multifamily	29,449	46,905	17,456	59%	2.35%
Total	**137,393**	**170,705**	**33,312**	**24%**	**1.09%**

Table 3: Single Family Household Forecasts by Agency

Agency	2020	2040	2020-2040 Growth	Percent Change	Annual Growth Rate
Danville	14,346	14,882	536	4%	0.18%
Dublin	14,579	17,506	2,927	20%	0.92%
Livermore	23,631	29,091	5,460	23%	1.04%
Pleasanton	20,689	24,202	3,513	17%	0.79%
San Ramon	21,704	24,821	3,117	14%	0.67%
Alameda Unincorporated	1,767	1,953	186	11%	0.50%
Contra Costa Unincorporated	11,228	11,345	117	1%	0.05%
Total Tri-Valley	**107,944**	**123,800**	**15,856**	**15%**	**0.69%**

Figure 2: Single Family Household Forecasts by Agency

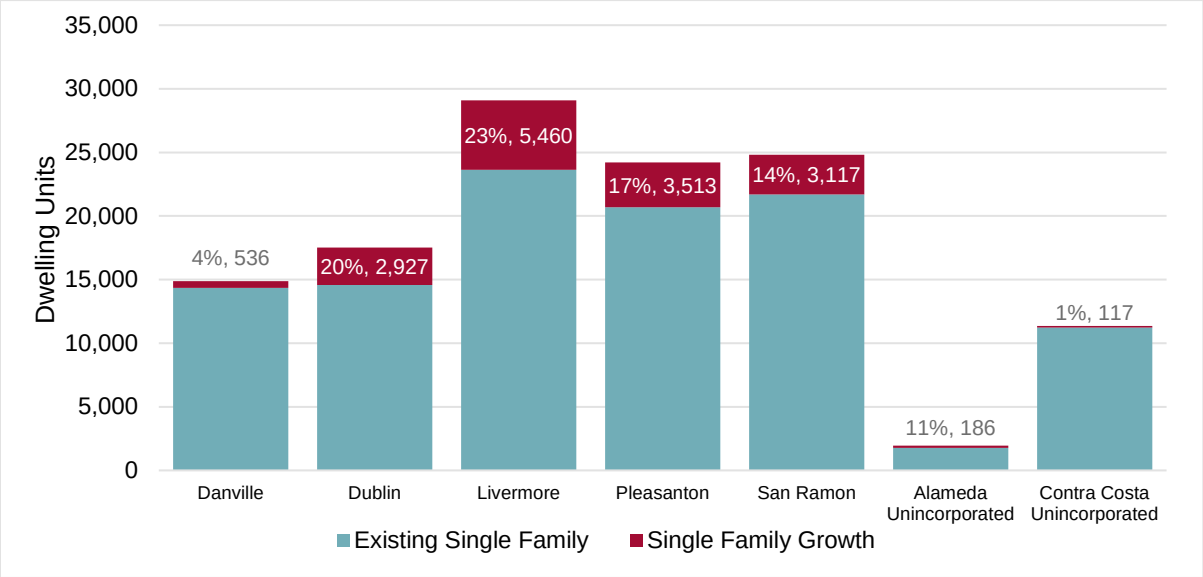
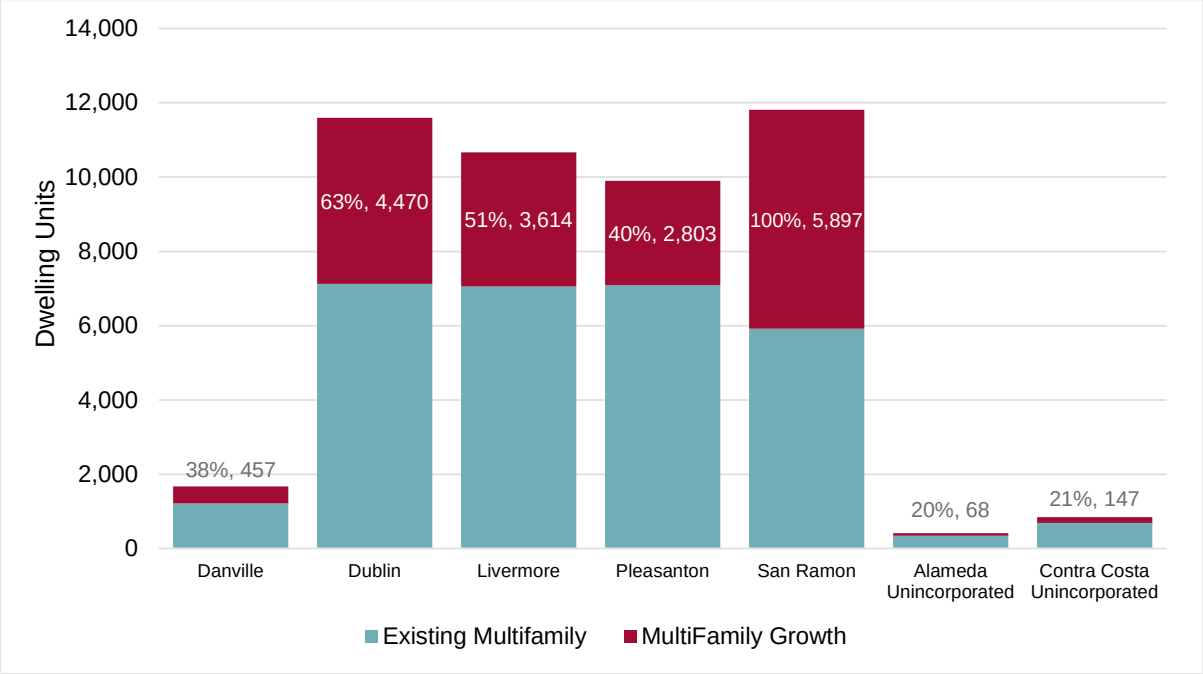


Table 4: Multifamily Household Forecasts by Agency

Agency	2020	2040	2020-2040 Growth	Percent Change	Annual Growth Rate
Danville	1,218	1,675	457	38%	1.61%
Dublin	7,129	11,599	4,470	63%	2.46%
Livermore	7,054	10,668	3,614	51%	2.09%
Pleasanton	7,094	9,897	2,803	40%	1.68%
San Ramon	5,920	11,817	5,897	100%	3.52%
Alameda Unincorporated	341	409	68	20%	0.91%
Contra Costa Unincorporated	693	840	147	21%	0.97%
Total Tri-Valley	**29,449**	**46,905**	**17,456**	**59%**	**2.35%**

Figure 3: Multifamily Household Forecasts by Agency



2.2.2 EMPLOYMENT GROWTH

Table 5 and **Figure 4** summarizes the estimated employment growth between 2020 and 2040. Between 2020 and 2040 there is an expected total growth of 63,947 jobs within the Tri-Valley Area. This equates to an approximate 30% change or an annual growth rate of 1.34%. Detailed information for specific Traffic Analysis Zones (TAZ) are included in **Attachment B** and **C**.

Table 5: Total Employment Forecasts by Agency

Agency	2020	2040	2020-2040 Growth	Percent Change	Annual Growth Rate
Danville	19,330	19,519	189	1%	0.05%
Dublin	23,402	32,716	9,314	40%	1.69%
Livermore	46,038	66,795	20,757	45%	1.88%
Pleasanton	62,196	86,489	24,293	39%	1.66%
San Ramon	50,539	59,027	8,488	17%	0.78%
Alameda Unincorporated	4,358	4,913	555	13%	0.60%
Contra Costa Unincorporated	4,460	4,811	351	8%	0.38%
Total Tri-Valley	**210,323**	**274,270**	**63,947**	**30%**	**1.34%**

Figure 4: Total Employment Forecasts by Agency

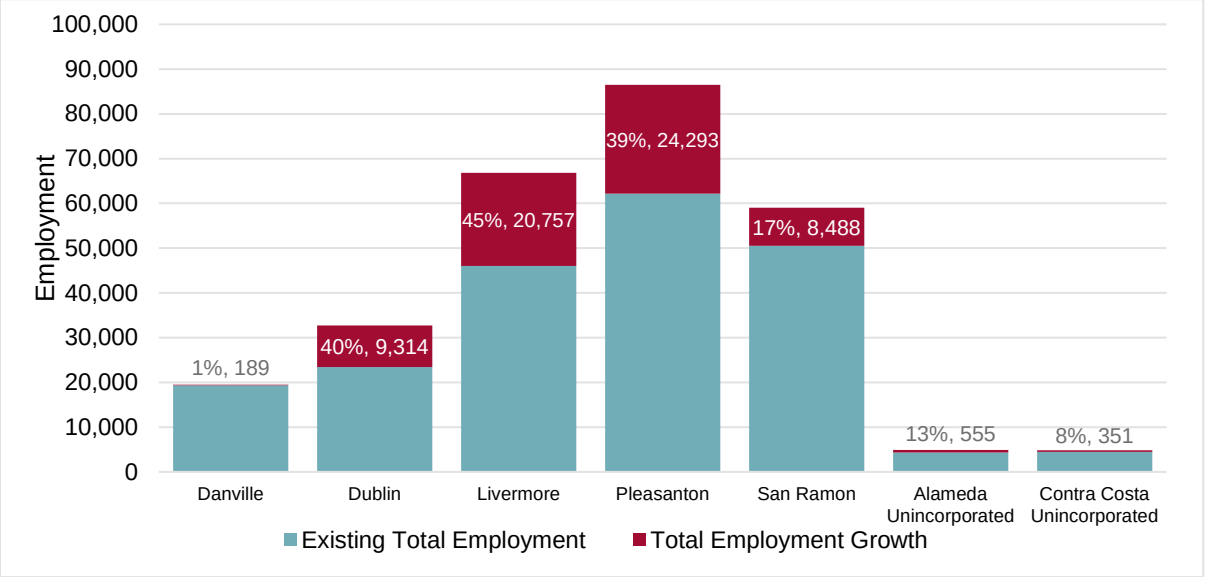


Table 6 presents the estimate growth between the base year of 2020 and the 2040 horizon year by employment type. Manufacturing, Service, and Other-type employment are forecasted to have the highest growth with a 60%, 33%, and 31% change, respectively. Retail and Trade/Wholesale-type employment are forecasted to have the smaller growth with a 20% and 19% change respectively. Agricultural-type employee is expected to have very little change. **Figure 5** through **Figure 10** summarizes the growth for each employment type by agency.

Table 6: Total Employment Forecasts by Employment Type

Employment Type	2020	2040	2020-2040 Growth	Percent Change	Annual Growth Rate
Retail	50,168	60,403	10,235	20%	0.93%
Service	69,029	91,685	22,656	33%	1.43%
Other	67,621	88,356	20,735	31%	1.35%
Agricultural	1,225	1,224	-1	0%	0.00%
Manufacturing	14,942	23,842	8,900	60%	2.36%
Trade/Wholesale	7,338	8,760	1,422	19%	0.89%
Total Employment	**210,323**	**274,270**	**63,947**	**30%**	**1.34%**

Note:
Service employment includes professional services/offices, public administration, health services, educational services, hotel, etc.
Other employment includes car washes, repair-maintenance services, personal care services, civic and social organization etc.

Figure 5: Retail Employment Forecasts by Agency

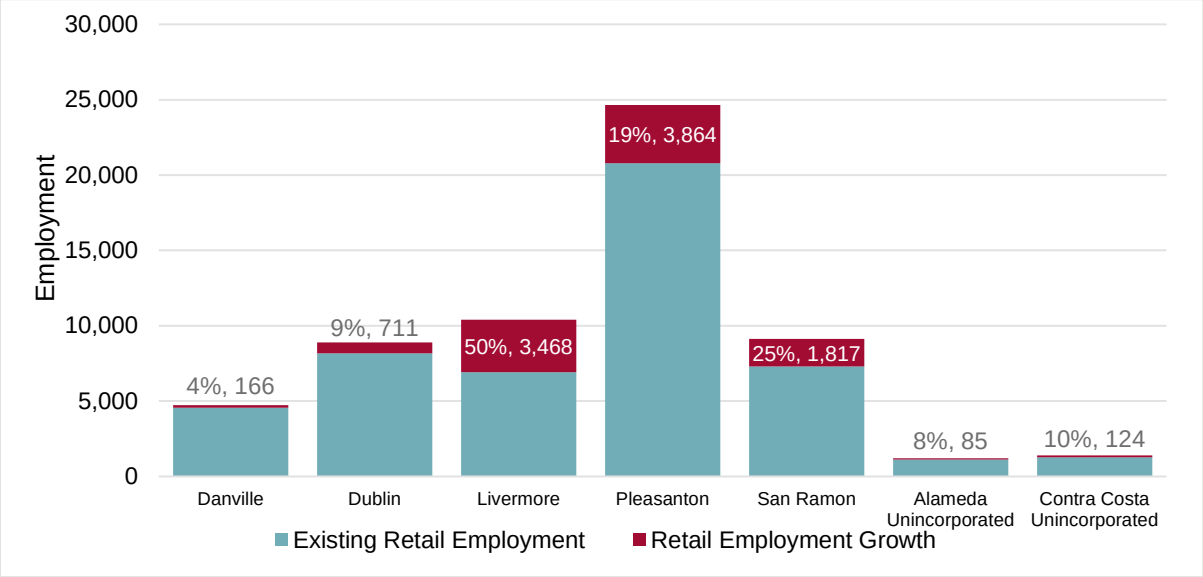


Figure 6: Service Employment Forecasts by Agency

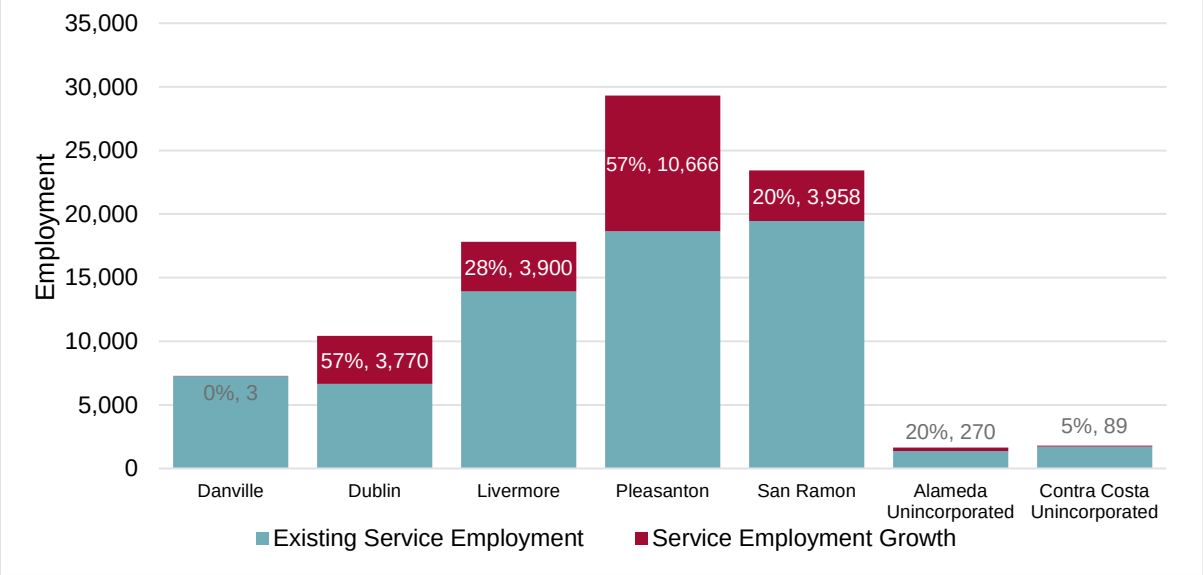
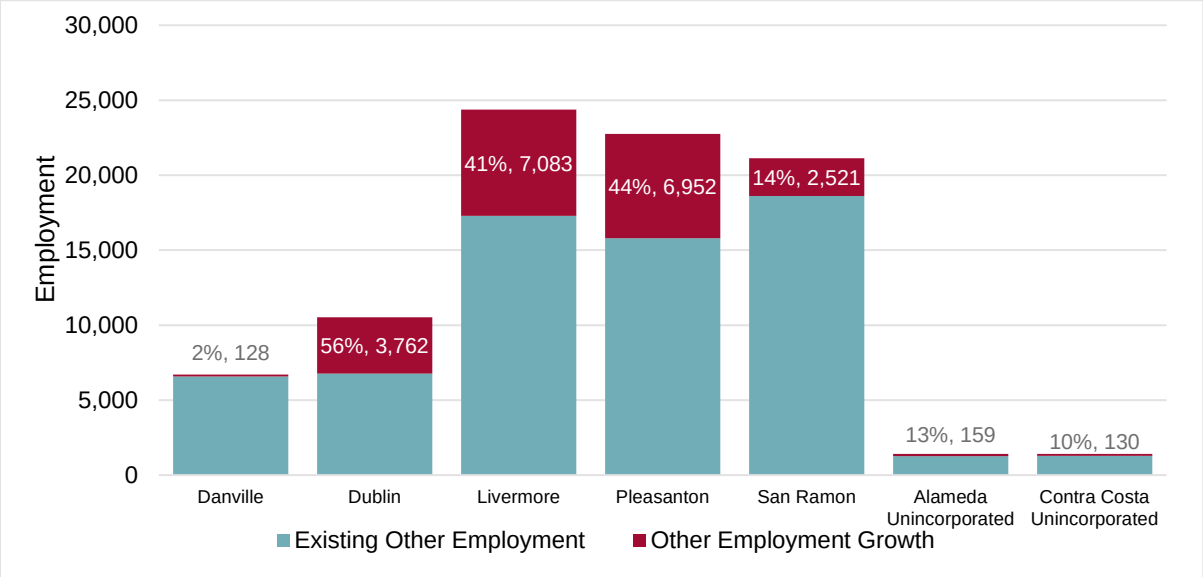


Figure 7: Other Employment Forecasts by Agency



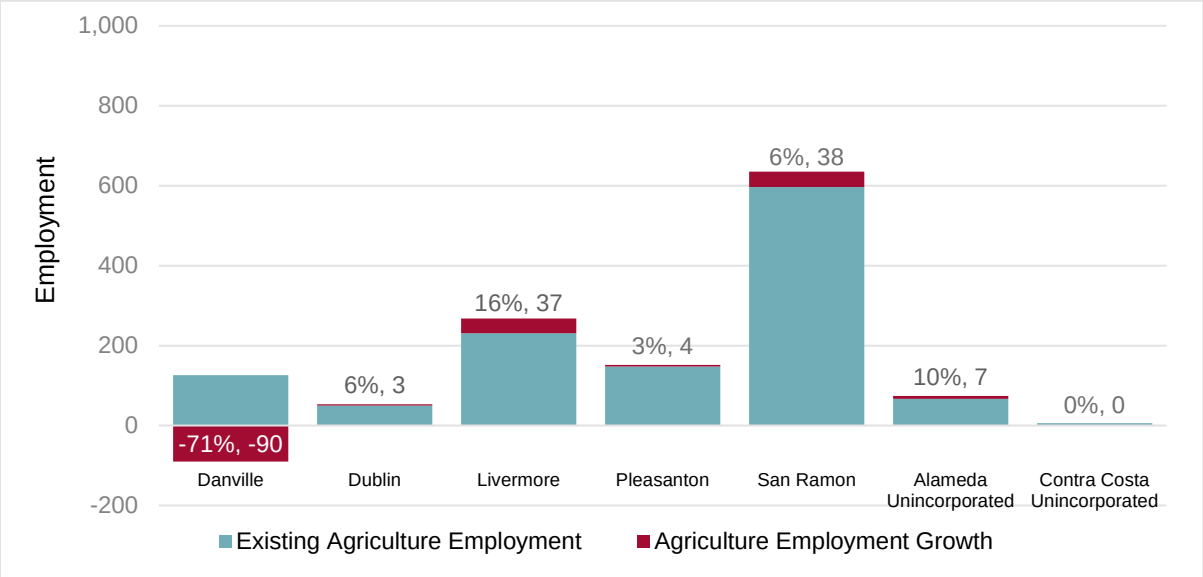


Figure 8: Manufacturing Employment Forecasts by Agency

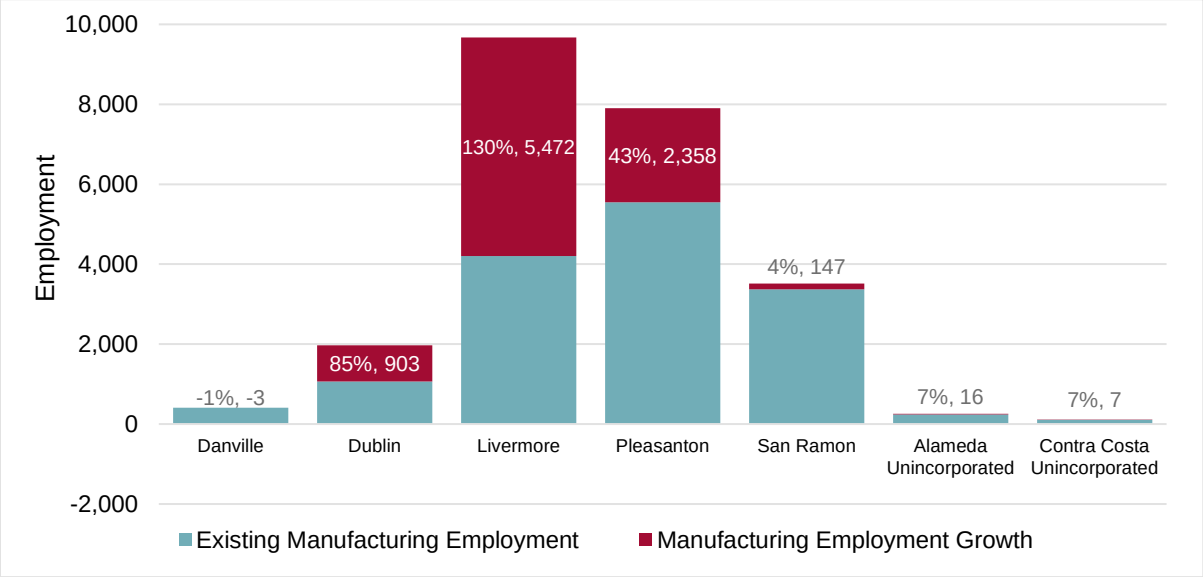


Figure 9: Trade/Wholesale Employment Forecasts



Employment growth was converted to square feet of commercial building space based on employee density assumed from the 2008 Nexus Study. These conversions are shown in **Table 7** below.

Table 7: Employment Growth Converted to Square Commercial Building Space

Land Use Type	Employee Growth 2020-2040	Employee Density (SF/Employee)	In Building Square Footage 2020-2040
Retail	10,235	500	5,117,572
Office/Service	22,656	300	6,796,911
Industrial[1]	10,321	900	9,289,204
Other	20,735	600	12,440,969
Total	**63,947**	**-**	**33,644,656**

[1] Industrial includes agriculture, manufacturing, and trading employment-types.

2.2.3 COMPARISON WITH 2008 NEXUS STUDY

A comparison of the total growth (base year to horizon year) and the annual growth rates between the 2008 Nexus Study and the 2020 Nexus Study forecast is presented in **Table 8**. The household growth estimated in the current 2020 Nexus Study is approximately half as much as estimated in the 2008 Nexus Study. The employment growth is estimated to be slightly lower than the 2008 Nexus Study. A slower build-out results in smaller amount of development being available to pay towards improvement projects.

Table 8: Overall Growth Comparison

	Total Growth		Annual Growth	
	Household	Employment	Household	Employment
2008 Nexus Study (2007 to 2030 Growth)	51%	42%	1.81%	1.54%
2020 Nexus Study (2020 to 2040 Growth)	24%	30%	1.09%	1.34%

Detailed comparison household and employment are discussed in the following sections.

2.2.3.1 Household

Table 9, Table 10 and **Figure 11** presents a comparison of the household growth between 2008 Nexus Study and the 2020 refined growth forecast. Single family housing experienced 4% less growth than anticipated in the 2008 Nexus Study. Multifamily housing experienced 10% less growth than anticipated in the 2008 Nexus Study. The multifamily growth trend is similar between the 2008 and 2020 Nexus Study.

Figure 10: 2008 Nexus and 2020 Refined Dwelling Unit Forecast

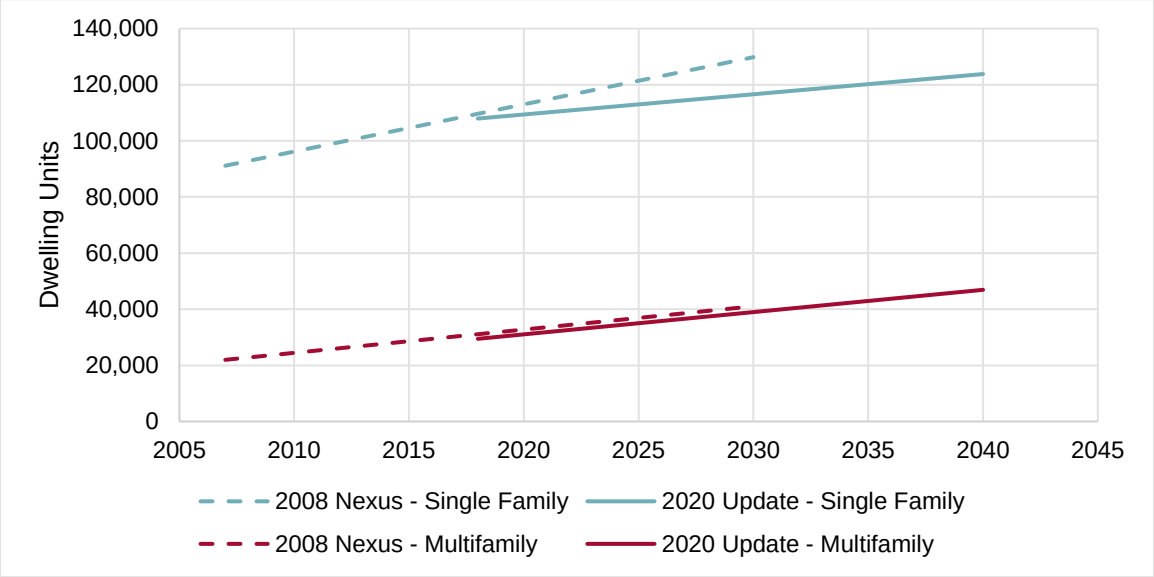


Table 9: Household Growth Comparison

Dwelling Type	2008 Nexus Study					2020 Nexus Study				
	2007	2030	2007-2030 Growth	Percent Change	Annual Growth	2018	2040	2020-2040 Growth	Percent Change	Annual Growth
Single Family	91,136	129,818	38,682	42%	1.55%	107,944	123,800	15,856	15%	0.69%
Multifamily	21,959	41,042	19,083	87%	2.76%	29,449	46,905	17,456	59%	2.35%
Total	**113,095**	**170,860**	**57,765**	**51%**	**1.81%**	**137,393**	**170,705**	**33,312**	**24%**	**1.09%**

Table 10: Actual Versus Projected 2020 Household Values

Dwelling Type	2020 Projected	2020 Actual	Difference	Percent Difference
Single Family	113,000	107,944	-5,056	-4%
Multifamily	32,745	29,449	-3,296	-10%
Total	**145,745**	**137,393**	**-8,352**	**-6%**

Note: 2020 Projected assumes linear growth based on 2007-2030 growth assumed in 2008 Nexus Study

2.2.3.2 Employment

Table 11, Table 12, **Figure 12,** and **Figure 13** presents a comparison of the employment growth between 2008 Nexus Study and the 2020 Nexus Study. All employment types except for Other are forecast to experience less growth than anticipated in the 2008 Nexus Study. Retail and Other employment experience higher growth at 15% and 8% more than 2020 estimate. For Agriculture employment, there was a -7% difference. Service, manufacturing, and trading employment experienced the greatest difference, ranging from -37% to -43% compared to employment numbers anticipated for 2020 in 2008 Nexus Study. While the actual numbers differ from the anticipated growth assumed in 2008 Nexus Study, the 2020 Nexus Study is anticipating similar growth trends as the previous study for all employment types.

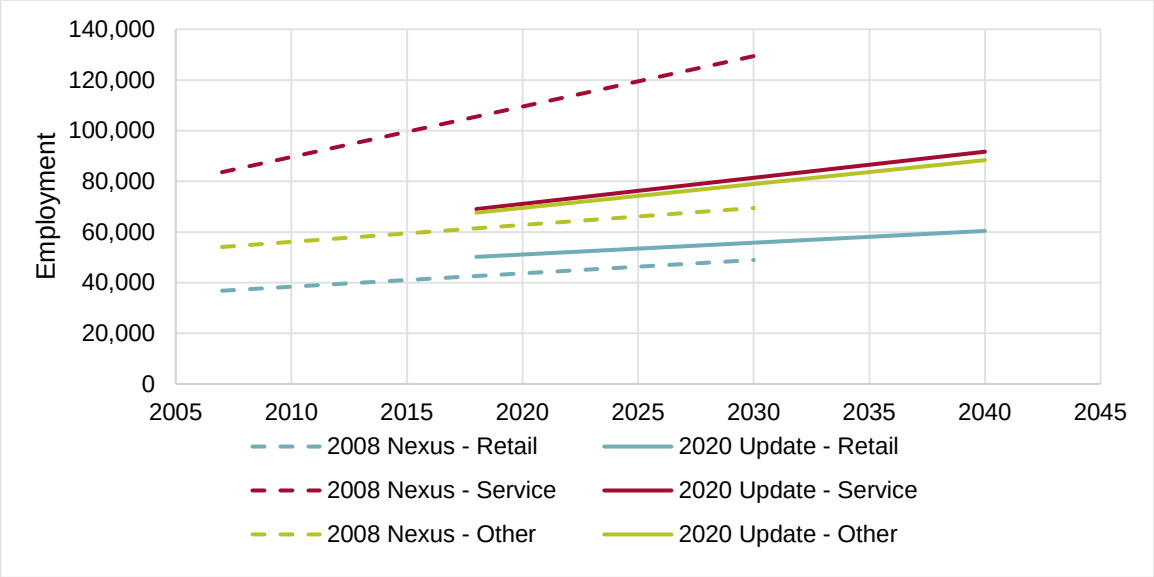


Figure 11: 2008 Nexus Study and 2020 Nexus Study Employment Forecast (Retail, Service, Other)

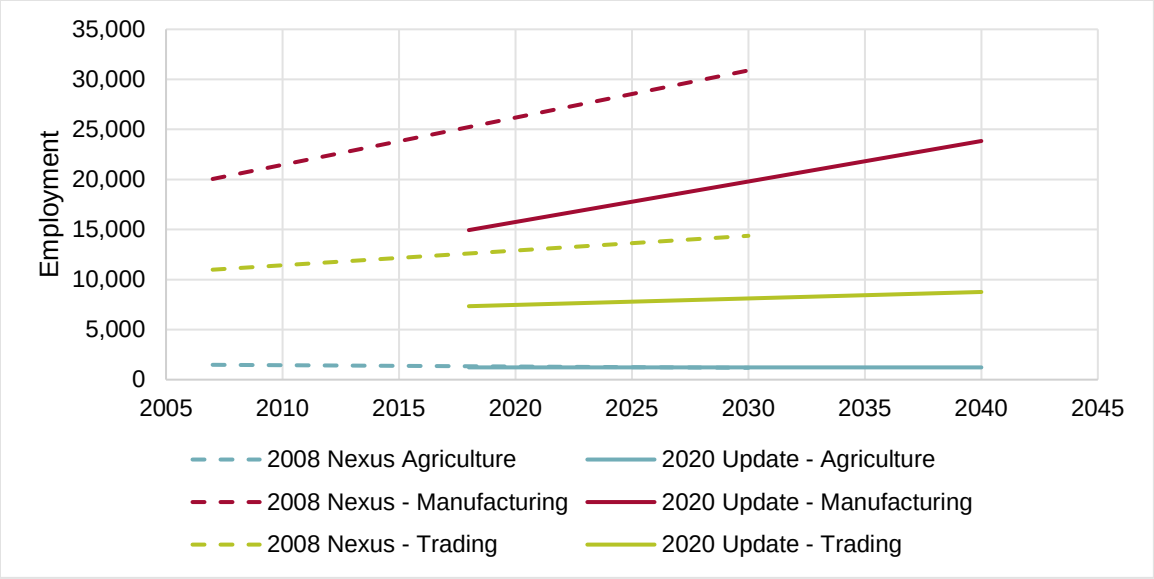


Figure 12: 2008 Nexus Study and 2020 Nexus Study Employment Forecast (Agriculture, Manufacturing, Trading)

Table 11: Employment Growth Comparison

Employment Type	2008 Nexus Study					2020 Nexus Study				
	2007	2030	2007-2030 Growth	Percent Change	Annual Growth	2020	2040	2020-2040 Growth	Percent Change	Annual Growth
Retail	36,806	48,927	12,121	33%	1.25%	50,168	60,403	10,235	20%	0.93%
Service	83,608	129,427	45,819	55%	1.92%	69,029	91,685	22,656	33%	1.43%
Other	54,076	69,459	15,383	28%	1.09%	67,621	88,356	20,735	31%	1.35%
Agriculture	1,483	1,182	-301	-20%	-0.98%	1,225	1,224	-1	0%	0.00%
Manufacturing	20,048	30,895	10,847	54%	1.90%	14,942	23,842	8,900	60%	2.36%
Trading	10,986	14,371	3,385	31%	1.17%	7,338	8,760	1,422	19%	0.89%
Total	**207,007**	**294,261**	**87,254**	**42%**	**1.54%**	**210,323**	**274,270**	**63,947**	**30%**	**1.34%**

Table 12: Actual Versus Projected 2020 Employment Values

Employment Type	2020 Projected	2020 Actual	Difference	Percent Difference
Retail	42,603	42,603	7,565	15%
Service	105,521	105,521	-36,492	-37%
Other	61,433	61,433	6,188	8%
Agriculture	1,339	1,339	-114	-7%
Manufacturing	25,236	25,236	-10,294	-43%
Trading	12,605	12,605	-5,267	-43%
Total	**248,737**	**248,737**	**-38,414**	**-18%**

Note: 2020 Projected assumes linear growth based on 2007-2030 growth assumed in 2008 Nexus Study

3 IMPROVEMENT PROJECTS AND COST ESTIMATES

This chapter presents the 38 improvement projects included as part of the 2020 Nexus Updates.

3.1 IMPROVEMENT PROJECTS

There are 38 improvement projects that the TVTC has included in the Tri-Valley Transportation Development Fee (TVTDF) for the 2020 Nexus Study. Of those projects, 15 projects exist in the current TVTDF and 23 that are to be considered as part of this nexus update study.

3.1.1 CURRENT PROJECT LIST

Current projects are divided into two lists. The first list, List A, includes 7 projects that were included in the original program adopted in 1995. The second list, List B, includes 8 projects that were included in the 2008 Nexus Study.

Out of the 27 existing projects, 10 projects have been completed and are no longer considered for further funding. In addition, two projects (B-9 Danville Boulevard/Stone Valley Road I-680 Intersection and B-11a I-680 HOV Direct Access Ramps) have been removed from the project list and are no longer being considered for funding (for a total of 12 projects removed from the prior lists). The remaining projects have not been fully completed. **Table 13** summaries the projects in List A and B along with their total project costs and their remaining unfunded cost. Detailed description of projects in Lists A and B are provided in **Appendix A**.

3.1.2 NEW SELECTED PROJECT LIST

With almost half of the current project list completed and no longer receiving funding, TVTC reviewed and selected additional projects to be considered for receiving funding from the TVTDF. This selection process involved a comprehensive planning process to develop a project list that mitigates the impacts of new development based on feasibility and stakeholder support. From this process, 23 additional projects (List C) were identified to receive funding from the TVTDF. List C projects, along with their total project costs and their remaining unfunded costs are listed in **Table 14**. Detailed descriptions of projects in List C are provided in **Appendix B**.

3.2 UNFUNDED COST

Tables 13 and **14** presents total project cost and their remaining unfunded cost. The total investment for projects eligible to receive TVTDF funding is estimated to be $4.470 billion, where $3.677 billion is unfunded. An additional reduction was applied to account for external “cut-though” trips on roadway congestion projects. Future development within the Tri-Valley area is not responsible to pay for these trips since these trips are caused by growth outside of the Tri-Valley area. This reduces the total unfunded cost to be covered by the maximum TVTDF to $2.928 billion. Note that this does not change the overall project costs.

The funded amount includes the current TVTDF amount currently allocated toward projects as well as additional federal, state, regional, or local funding sources. Based on input received from member

jurisdictions, it is anticipated that approximately $793.24 million of funding has been identified for the current project list. **Appendices A** and **B** include a cost estimate and a portfolio of likely funding sources.

Table 13: Existing Projects – List A& B

	Project	Total Cost (2021 $Millions)	Unfunded Cost (2021 $Millions)
A-1	Interstate 580 (I-580)/Interstate 680 (I-680) Interchange (southbound to eastbound)	-	-
A-2a	State Route 84 (SR 84) Expressway (I-580 to I-680)	$325.4	-
A-2b	SR 84/I-580 Interchange	$22.7	$6.42
A-3	I-680 Auxiliary Lanes (Segment 2)	-	-
A-4	West Dublin/Pleasanton Bay Area Rapid Transit (BART) Station	-	-
A-5a	I-580 Eastbound Auxiliary Lane	-	-
A-5b	I-580 High Occupancy Vehicle (HOV) Lane Westbound	-	-
A-6	I-680 HOV Lanes, SR 84 to Top of Sunol Grade	-	-
A-7	I-580/Foothill Road/San Ramon Road Interchange Modifications	-	-
A-8	I-680/Alcosta Boulevard Interchange	-	-
A-9a	Crow Canyon Road Improvements Phase 1	$10.87	$8.42
A-9b	Crow Canyon Road Improvements Phase 2	$58.77	$57.08
A-10a	Vasco Road Safety Improvements Phase 1	$40.57	$11.14
A-10b	Vasco Road Safety Improvements Phase 2	$31.20	$28.62
A-11	Express Bus/Bus Rapid Transit (BRT) – Phase 2	$22.35	$21.21
B-1	I-580/I-680 Interchange (westbound to southbound)	$1,785.65	$1,746.65
B-2	Fifth Eastbound Lane on I-580 from Santa Rita Road to Vasco Road	-	-
B-3	I-580/First Street Interchange Modification	$61.00	$7.93
B-4	I-580/Vasco Road Interchange Modification	$85.65	$16.61
B-5	I-580/Greenville Road Interchange Modification	$86.00	$18.92
B-6	Jack London Boulevard Extension	$28.16	$10.08
B-7	El Charro Road Extension (Stoneridge Drive/Jack London Boulevard to Stanley Boulevard)	$72.48	$72.48
B-8	Camino Tassajara/Tassajara Road Widening Project (East of Blackhawk Drive to North Dublin Ranch Drive)	$88.08	$54.55
B-9	Danville Boulevard/Stone Valley Road I-680 Interchange Improvements	-	-
B-10	I-680 Southbound HOV Lane Gap Closure (North Main Street to Rudgear Road)	-	-
B-11a	I-680 HOV Direct Access Ramps	-	-
B-11b	I-680 Transit Corridor Improvements	$277.85	$274.85

Note: Completed or removed projects that are no longer considered for further funding are shaded.

Table 14: New Selected Projects – List C

	Project	Total Cost (Millions)	Unfunded Cost (Millions)
C-1	Tesla Road Safety Improvements	$13.19	$13.19
C-2	Norris Canyon Road Safety Improvement	$24.49	$18.49
C-3	Dublin Boulevard – North Canyons Parkway Extensions	$160.39	$134.91
C-4	Vasco Road at Dalton Avenue Intersection Improvements	$3.39	$3.39
C-5	El Charro Road Widening	$68.09	$38.09
C-6	Sunol/680 Interchange Improvements	$16.60	$7.60
C-7	I-680 Express Lanes – Hwy 84 to Alcosta	$527.57	$507.57
C-8	Santa Rita/I-580 Interchange	$10.33	$2.63
C-9	Stoneridge/I-680 Interchange	$11.98	$4.08
C-10	Innovate 680	$57.21	$54.66
C-11a	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Bollinger Canyon Road	$22.88	$8.58
C-11b	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Crow Canyon Road	$19.69	$19.69
C-11c	Iron Horse Trail – Dublin	$11.60	-
C-11d	Iron Horse Trail – Livermore	$26.99	$26.99
C-11e	Iron Horse Trail to Shadow Cliffs	$1.65	$0.30
C-11f	Iron House Trail Connection Improvements at Santa Rita Road	$0.87	$0.48
C-11g	Iron Horse Trail Bicycle/Pedestrian Overcrossing – Sycamore Valley Road	$19.78	$19.78
C-11h	Iron Horse Trail Safety Improvements	$85.60	$85.60
C-12	Hacienda/I-580 Interchange Improvements	$39.13	$34.50
C-13	Fallon/El Charro Interchange Improvements	$34.51	$19.96
C-14	Valley Link Rail (Phase 1)	$258.25	$258.25
C-15	Technology Enhancements	$0.33	$0.33
C-16	I-680 Express Bus Service	$59.35	$59.35

4 NEXUS FINDINGS

This chapter presents the relationship of between the increase travel demand from new development, the cost of improvements needed to accommodate that growth, and the impact fee to fund those investments.

4.1 OVERALL METHODOLOGY

Impact fees may be calculated using a purely technical method that would fund the cost of facilities required to accommodate growth. The four steps followed in any development impact fee study include the following:

1. Prepare growth projections;
2. Identify facility standards;
3. Determine the amount and cost of facilities required to accommodate new development based on facility standards and growth projections; and
4. Calculate the public facilities fee by allocating the total cost of facilities per unit of development.

This nexus study results in a calculation of the maximum fee based on the list of projects identified in Chapter 3 (and described in Appendices A and B) to the greatest extent technically defensible under the Mitigation Fee Act. Consistent with the TVTC's directions, the full cost of funding these improvements is used to calculate the maximum fee rates the TVTC could apply to all new residential and non-residential development in the Tri-Valley between 2020 and 2040.

4.2 MITIGATION FEE ACT FINDINGS

Development impact fees are one-time fees typically paid when a building permit is issued and imposed on development projects by local agencies responsible for regulating land use (cities and counties). To guide the widespread imposition of public facilities fees, the State Legislature adopted the Mitigation Fee Act (Act) with Assembly Bill 1600 in 1987 and subsequent amendments. The Act, contained in California Government Code Sections 66000 through 66025, establishes requirements on local agencies for the imposition and administration of fee programs. The Act requires local agencies to document five findings when adopting a fee.

The five statutory findings required for adoption of the TVTC updated impact fee were adopted when the first TVTC fee was adopted in 1995 and subsequently again when the Nexus Study was updated in 2008 and 2017. They are presented here and supported by the Nexus Analysis section (Chapter 2) of this report. All statutory references below are to the Act. This sample framework for the Mitigation Fee Act findings is only to provide local agencies with guidance and is not a substitute for legal advice. Local agencies will customize the findings for their jurisdiction and consult with their legal counsel prior to adoption of the updated TVTDF.

4.2.1 PURPOSE OF FEE

For the first finding, the local agency must identify the purpose of the fee (Section 66001(a)(1)). The TVTC policy, as expressed through the TVTC Action Plan, is that new development shall contribute for mitigation of their impacts on the Routes of Regional Significance, and that the cost sharing of recommended improvements will be implemented through the TVTDF regional impact fee program. This is administered by the seven jurisdictions of Alameda County, Contra Costa County, Dublin, Pleasanton, Livermore, Danville, and San Ramon, which all signed a joint powers authority (JPA). The fee advances a legitimate

public interest by enabling the TVTC to fund improvements to transportation infrastructure required to accommodate new development.

4.2.2 USE OF FEE REVENUES

For the second finding, the local agency must identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan, as specified in Section 65403 or 66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the public facilities for which the fee is charged (Section 66001(a)(2)). The TVTDF will fund expanded facilities on the Routes of Regional Significance to serve new development. These facilities include the following:

- Roadway widening;
- Roadway extension;
- Traffic signal coordination and other traffic improvements;
- Freeway interchanges and related freeway improvements;
- Active transportation (pedestrian/bicycle) improvements;
- Safety improvements needed to mitigate the higher volume of traffic generated by new development on a major arterial or other regional facility; and
- Improvements required for regional express bus and rail transit.

4.3 BENEFIT RELATIONSHIP

The nexus must show a reasonable benefit relationship between the fee's use and the type of development project upon which the fee is imposed. In other words, the nexus must demonstrate that the improvement projects will mitigate the impacts of new development upon which the fee is imposed. This section describes the methodology and results for establishing the benefit relationship.

4.3.1 METHODOLOGY

The previous 2008 Nexus Study used a model-based delay methodology to determine how List A and List B would mitigate the impacts of new development by comparing vehicle hours of delay (VHD) from the 2005 base year with the Future 2030 No-build and Future 2030 Build scenarios. Given that some of the new recommended projects cannot be effectively analyzed using this same methodology, additional methodologies are being introduced as part of this update to appropriately assess the benefits of some select projects.

To facilitate this approach, projects were aggregated into different improvement categories. These categories include roadway capacity, transit, safety, pedestrian/bicycle, intersection, and technology. If the project's benefit could not be sufficiently analyzed based on model-delay, either because the project could not be reflected in the model or that the model is insensitive to the benefits associated with a specific project, the project was categorized as a safety, pedestrian/bicycle, intersection, or technology improvement and accordingly analyzed using off-model techniques. Since these improvement categories improve different aspects of the transportation system, differing methodologies and measures of effectiveness (MOEs) are necessary to appropriately evaluate their anticipated benefit to the transportation system. It should be noted some projects could be categorized into multiple improvement types; however, projects were limited to the category which best reflects their primary benefit for the purposes of supporting this Nexus Study. **Table**

15 summarizes the different methodology and MOEs that are proposed for this evaluation. A full list of how each project was categorized is included in **Appendix C**.

Table 15: Methodology and Improvements

Improvement Type	Methodology	MOE/Benefit
Roadway Capacity	Model-based Delay	• AM and PM Peak Hour Delay (combined with Transit and Pedestrian/Bicycle Improvement Categories)
Transit	Model-based Delay	• AM and PM Peak Hour Delay (combined with Capacity and Pedestrian/Bicycle Improvement Categories)
Safety	Crash Reduction Factors	• Crash Reduction Estimates • Qualitative Assessment of Resultant Delay Reduction
Pedestrian/ Bicycle	Planning-level Assessment Based on NCHRP 552	• Delay Based on the Conversion of Estimated Commuter Usage of Proposed Facilities (combined with Capacity • and Transit Improvement Categories) • Crash Reduction Estimates
Intersection	Planning-level Assessment	• Qualitative Assessment of Resultant Delay Reduction
Technology	Planning-level Assessment	• Qualitative Assessment of Resultant Delay Reduction

4.3.2 ROADWAY CAPACITY AND TRANSIT IMPROVEMENTS

Roadway capacity projects include improvements that involve increasing capacity such as widening a roadway to add additional through lanes or extending existing roadways. Transit projects include improvements that upgrade or expand existing transit service or assist with the implementation of new transit routes and services. Both roadway capacity and transit improvement projects were evaluated based on region wide delay derived using the CCTA travel demand model. Morning and evening region wide peak hours of delay from the two future scenarios, 2040 No-Build (without improvement projects) and 2040 Build (with improvement projects), were compared to the 2020 base year conditions.

The 2040 No-Build scenario is based on a year 2040 transportation network that will carry all of the locally produced or attracted new trips, but that only includes improvements that are expected to be funded under the financially-constrained RTP without the proposed Tri-Valley Transportation Development Fee projects (List A, B, and C). The 2040 Build scenario is based on a year 2040 transportation network that includes all the additional improvements that are expected to be funded with the updated Tri-Valley Transportation Development Fee. Both the 2040 No-Build and 2040 Build project scenarios include all of the travel associated with new development within the Tri-Valley. Under both scenarios, travel associated with through trips was excluded from the resultant delay summary (i.e., trips that have origins and destinations outside the Tri-Valley). Excluding through trips is common practice for this analysis given that the impact of this travel is not generated by land uses within the Tri-Valley area and therefor assessing a fee is impractical.

The improvement projects were evaluated using the aggregate regional peak-hour average weekday VHD delay on all the significant roadways (includes freeways, expressways arterials, and major collectors) in the

Tri-Valley on the 2020 Base Year networks and the 2040 No-Build and Build networks. The aggregate VHD provide a reasonable system wide measure of the impact of new development on congestion and mobility.

According to the CCTA travel demand model, between 2020 and 2040, if no projects are undertaken, the number of AM peak hours of delay is expected to increase 60 percent from 24,718 to 39,570 hours, while the number of PM peak hours of delay is expected to escalate 88 percent from 15,613 to 29,376 hours. If the projects are undertaken, the number of AM peak hours of delay would decrease 15 percent compared to the 2040 No-Build scenario, whereas, the number of PM peak hour of delay would decrease 23 percent. This modest improvement demonstrates that the proposed improvement projects only partially mitigate future congestion by new development. **Table 16** and **Figure 14** show the comparison between the Future 2040 Build and Future 2040 No-Build scenarios.

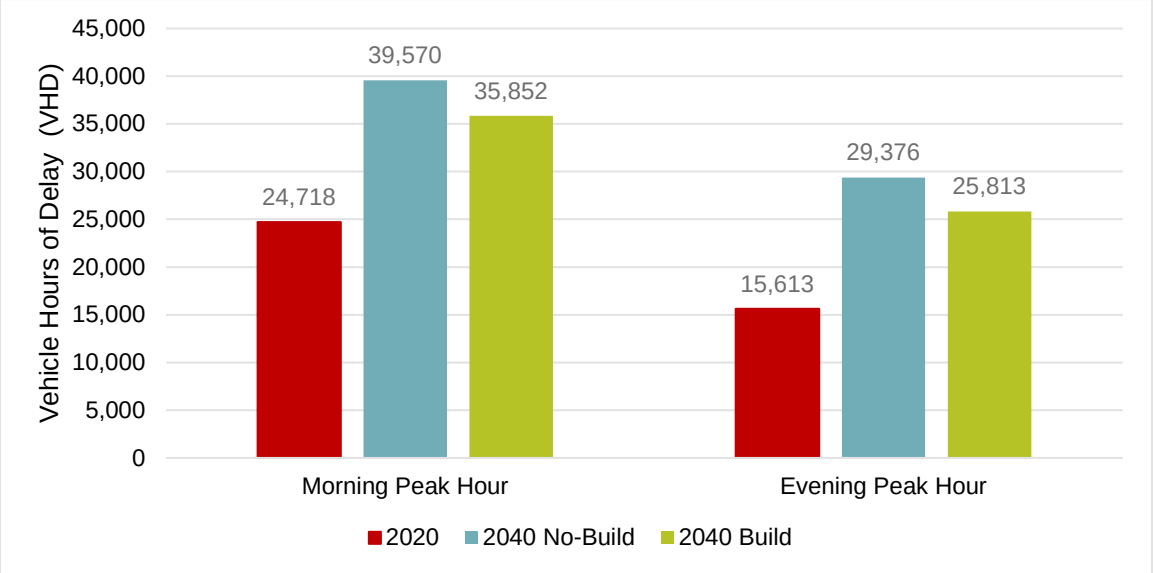
In the aggregate, the comparison between the three scenarios showed that: 1) the 2020 Base Year conditions are better than the Future 2040 No-Build conditions; 2) the Future 2040 Build conditions are better than the Future 2040 No-Build; and 3) the Future 2040 Build conditions are not better than the 2020 Base Year conditions. These comparisons demonstrated that, in the aggregate, new development does not fund infrastructure needed to address existing deficiency caused by existing development.

Table 16: Future Build vs No Build Scenario Vehicle Hours of Delay (VHD)

Peak Period	2020 Base Year	Future 2040		Difference	
		No-Build	Build	No-Build	Build
AM Peak Hour	24,718	39,570	35,852	60%	45%
PM Peak Hour	15,613	29,376	25,813	88%	65%

Note: Hours of delay are based on trips with origin or destination in the TVTC region.

Figure 13: Future Build vs No Build Scenario Vehicle Hours of Delay (VHD)



Note: Hours of delay are based on trips with origin or destination in the TVTC region.

In addition to reducing VHD, many roadway capacity and transit projects include additional secondary benefits to the transportation system. Many of these projects will result in safety benefits, as congestion can often exacerbate unsafe motoring conditions. Additionally, specific project attributes such as modifying interchanges or widening roadways to provide additional lanes so vehicles can safely maneuver along the roadway or provide space for slower moving vehicles during peak times can also improve safety. Other common project benefits may include pedestrian and bicycle improvements either directly or indirectly. For example, interchange can often be barriers for bicycles and pedestrian, however several of the interchange projects (e.g. C-12: Hacienda/I-580 Interchange Improvements and C-13: Fallon/El Charro Interchange Improvements) include bicycle and pedestrian improvements which close existing gaps and encourage more pedestrian and bicycle activity.

Based on this analysis it is determined that the planned projects identified in this report will expand the capacity of the Routes of Regional Significance to accommodate the increased trips generated by new development and thus, there is a reasonable relationship between the use of the fee for these projects and the new development on which the fee will be imposed.

4.3.3 SAFETY IMPROVEMENTS

Safety projects involves safety-related improvements such as shoulder widening, installing guardrail, installing median barriers, or realigning roadway. For these projects, a crash reduction factor was calculated based on each safety improvements being implemented. The crash reductions were subsequently applied to crash forecasts for the purpose of identifying future benefits. The safety improvements considered in the evaluation are listed below:

- California Highway Patrol (CHP) Enforcement Area
- Guard Rail Update
- Guardrails
- High Friction Pavement
- Additional Turn Lanes
- Intersection Improvement
- Roadway Median Barrier
- Roadway Realignment
- Retaining Walls
- Shoulder Widening
- Signal Timing Optimization
- Speed Feedback Signs
- Increased Super elevation

Each of the safety elements for the proposed improvements were converted to a total number of annual crash savings in the region based on the Caltrans' Local Roadway Safety Manual (LRSM) and Federal Highway Authority's (FHWA) Crash Modification Factors (CMF) Clearing House guide. CMFs are based on before and after research of safety improvement implementations. They indicate the proportion of future crashes that may be prevented by implementing a given countermeasure, reducing the crash frequency for an intersection or roadway segment. In other words, a CMF is a multiplicative factor used to compute the expected number of crashes after implementing a given countermeasure at a specific site.

The CMF was applied to a crash forecast which was based on 5-years of historical crash data which resulted in fatality or injury. The reduction in crashes was then then converted to annual crash saving based on Highway Safety Improvement Program (HSIP) crash saving dollar amounts shown in **Table 17**.

Table 17: HSIP Crash Saving Dollar Amounts

Severity	Crash Savings (per crash)
Fatal	$2,190,000
Serious	$2,190,000
Moderate	$142,300
Minor	$80,900

Table 18 shows the overall annual crashes saving from traffic injuries that were potentially eliminated. Note that this analysis excludes property costs and as such should be conservative. Also note that the forecast only considers the effect of new traffic impacts and excludes the effect of existing conditions for the purposes of establishing Nexus.

Table 18: Future Safety Benefits with Project Improvements

Safety Benefits	Total	Fatal	Serious	Moderate	Minor
5-Years Reduction in Crashes	153.0	2.5	14.1	45.3	91.0
1-Year Reduction in Crashes	30.6	0.5	2.8	9.1	18.2
Value per Annum (2019 Dollars)	$10,048,590	$1,092,810	$6,192,599	$1,290,003	$1,473,178

As shown in **Table 19**, there is a direct cost benefit to the investments made for roadway safety improvements in the region. While it is difficult to estimate an absolute percentage in reduced peak hour delays, the expected reductions in crashes will also enhance system reliability and resilience.

4.3.4 PEDESTRIAN/BICYCLE IMPROVEMENTS

While projects may include pedestrian and/or bicycle improvements, out of the 38 projects, project C-11 Iron Horse Trail Improvements is the only project that predominantly focuses on pedestrian and bicycle improvements. Project C-11 consists of various improvements to the Iron Horse Trail within the TVTC boundaries including overcrossing construction, closing existing gaps, and adding safety improvements through the trail system. Pedestrian and bicycle improvement were evaluated based on *NCHRP 552 Guidelines for Analysis of Investments in Bicycle Facilities.* This approach relies on spatial analysis techniques to determine the likely number of new active transportation users resulting from the introduction of a new pedestrian/bicycle improvement. **Table 19** shows the comparison between the Future 2040 Build and Future 2040 No-Build scenarios.

Table 19: Future Project Induced Daily Bicycle Demand

Total Induced Demand	2020 Base Year	Future 2040 No- Build	Future 2040 Build
Adult Bicyclists	1,275	1,778	3,338
Child Bicyclists	731	1,038	2,077
Total Facility Users	**2,006**	**2,817**	**5,415**

As shown in **Table 19**, Project C-11 could add over 2,500 bicycle trips per day on the Iron Horse Trail by 2040 which will provide an alternative to congested vehicular travel as well as significant health and recreational value. Closing existing gaps in the trail will also encourage bicycle trips for other trip purposes beyond just commute trips, including school, commercial and recreational trips.

Project C-11 improvements will result in additional secondary operational and safety benefits. Currently many at-grade crossings are located at intersections with high vehicular, pedestrian, and bicycle volumes which are regularly disrupted by conflicting at-grade operations given required traffic signal phasing. These improvements will help improve vehicular traffic operations by relocating pedestrian and bicycle traffic away from vehicular traffic helping to offset the transportation impacts associated with future development. These improvements will also provide safety benefits by reducing the potential for vehicle-bicycle and vehicle-pedestrian conflicts. Using the same methodology described in the previous section, a separate safety analysis was conducted to quantify the safety benefits of all the C-11 project. **Table 20** summarizes the safety benefit for Project C-11.

Table 20: Safety Benefits with Project C-11

Safety Benefits	Total	Fatal	Serious	Moderate	Minor
Annual Reduction in Crashes	7	2	1	4	0
Value per Annum (2019 Dollars)	$7,166,200	$4,380,000	$2,190,000	$596,200	-

4.3.5 INTERSECTION IMPROVEMENTS

There are two projects in List C with intersection improvements. Project C-4: Vasco Road & Dalton Avenue intersection Improvements, includes the addition of a traffic lane, signal optimization, and other improvements such as shoulder widening and roadway alignment to improve safety. Vasco Road is a major commute corridor connecting the City of Livermore and City of Brentwood. The intersection at Dalton Avenue provides access to the communities in the San Ramon Valley. With the planned and anticipated residential and industrial development along the corridor, this intersection is expected to have significant delays during the peak hours of commute.

Project C-8: Santa Rita and I-580 Interchange, will construct a second southbound left turn lane from Santa Rita onto Pimilico Drive. The City of Pleasanton General Plan has identified this intersection to have a reduced Level of Service under build out conditions.

4.3.6 TECHNOLOGY IMPROVEMENTS

There are two technology projects in List C. While Project C-10: Innovate 680 consist of multiple components including transit infrastructure and service improvements, roadway improvements, and technology enhancement, this project has been categorized as a technology improvement because TVTDF funding is being requested only for the Advance Technology component of the project. Other project components are expected to be funded through alternative sources. The Advance Technology component consist of implementing three technology-related strategies to improve operation along the I-680 corridor. Strategies include providing an enhanced 511 mobile app and implementing a shared autonomous vehicles (SAV) program to shift travel away from single occupant vehicles by providing travelers with better information about mode choice opportunities, resultant travel time, cost per trip, and the availability of

transit. Other technology strategies include integrating adaptive ramp metering and/or corridor/incident management systems which can help improve the efficiency and safety of the transportation system.

Project C-15: Technology Enhancements proposes to provide connectivity for transit and vehicles between local arterials and regional facilities. The project is expected to be completed in three phases - Feasibility, Design, and Construction. The TVTDF will help fund the feasibility study phase of the study, since the details of the design and construction phase are unknown at this time. The feasibility study will focus on the first and last mile connectivity opportunities at key transit hubs and along major transit routes in the Tri-Valley area. Leveraging existing and emerging technology, such as connected and autonomous vehicles, may help increase safety and mobility for all modes. These technologies may also help with increasing transit ridership or expanding transit service to less-served areas, especially for communities that currently lack service. Given that the resultant projects are intended to offset the impacts of future development, the feasibility study is appropriate to include in the TVTC project list.

4.4 BURDEN RELATIONSHIP

The need for the TVTDF is based on the forecasted increase in congestion on routes of regional significance as well as other transportation impacts resulting from new development. Consistent with the methodology from the 2008, the contribution by each land use was based on the proportion of average AM/PM trips generated by each land use. As demonstrated in this Study, there is a reasonable relationship between the need for the planned projects and the types of development upon which the fee is imposed because the planned projects will mitigate the transportation impacts of said new development.

4.4.1 TRIP RATE

The 2008 Nexus Study used the 7th Edition of Institute of Transportation Engineers (ITE)'s Trip Generation Handbook to develop the trip rates for each land use category. Since then, three additional editions of the Trip Generation Handbook have been published for use, ending with the most recent 10th Edition. It was determined that for all categories except the 'Other' category, the trip rates would be developed using the 10th Edition rather than the 7th Edition for this update. In addition, consistent with the 2008 Nexus Study, the trip rates were developed based on adjacent street traffic rather than peak-hour of generator. A 30-percent reduction was also taken for retail trips to account for pass-by trips, consistent with the 2008 Nexus Study. **Table 21** below summarizes the comparison in average AM and PM peak-hour trip rates by land use type. As shown in **Table 21**, every land use category results in a lower trip rate using the 10th Edition when compared to the 7th Edition.

Table 21: AM/PM Peak-Hour Average Trip Rate Comparison Between 7th Edition and 10th Edition

Land Use Type	7th Edition Average Trip Rate	10th Edition Average Trip Rate	Difference
Single-Family Residential	0.90	0.87	-0.03
Multi-Family Residential	0.62	0.51	-0.11
Retail	1.67	1.66	-0.01
Office	1.53	1.16	-0.37
Industrial	0.89	0.67	-0.22
Other	1.00	1.00	0.00

4.4.2 TOTAL TRIPS BY LAND USE

The total number of trips generated by the growth in either dwelling units or square-feet for each land use category are shown in **Table 22**. As shown in **Table 22**, a total of 57,596 trip ends are generated by the land use growth between 2020 and 2040. The growth attributable to single-family residential units generates the largest number of trips, 13,716, or almost 25-percent of the total trips. The growth attributable to industrial employment or industrial buildings generates the fewest number of trips, 6,178, or just over 10-percent of the total trips.

Table 22: Total Trip Ends by Land Use Category

Land Use Type	Growth (HH or Sq. Ft)	Trip Rate	Forecast Trips
Single-Family Residential	15,857	0.87	13,716
Multi-Family Residential	17,456	0.51	8,903
Retail	5,117,500	1.66	8,508
Office	6,796,800	1.16	7,850
Industrial	9,289,800	0.67	6,178
Other	12,441,000	1.00	12,441

4.5 FEE ESTIMATION

As required by the Mitigation Fee Act, the following section outlines the methodology for calculating the proposed fee and demonstrates how there is a reasonable relationship between the amount of the proposed fee and the cost of the public facility or portion of the public facility attributable to the development on which the fees will be imposed.

The following steps were taken to determine the fee for each land use type:

1. Determine total unfunded cost.
2. Determine average AM/PM forecast peak-hour trips generated
3. Determine Fee per Land Use Category
4. Determine Maximum Fee

4.5.1 TOTAL UNFUNDED COST

The total investment for projects eligible to receive TVTDF funding is estimated to be $4.470 billion, where $3.677 billion is unfunded. An additional reduction was applied to account for external “cut-though” trips on roadway congestion projects. Future development within the Tri-Valley area is not responsible to pay for these trips since these trips are caused by growth outside of the Tri-Valley area. This reduces the total unfunded cost to be covered by the maximum TVTDF to $2.928 billion. Note that this not change the overall project costs.

4.5.2 PEAK-HOUR TRIP FORECAST

Section 4.4.2. describes how the peak hour forecast was determined. Based on **Table 22**, an average of 57,596 AM/PM peak hour trips are generated by the land use growth between 2020 and 2040.

4.5.3 FEE PER LAND USE CATEGORY

To determine the total project cost by category, each land use category's share of the total trips generated by land use growth was multiplied by the total cost. An example calculation is shown below:

$$Single\ Family\ Residential = \$XXX\ Million \times \frac{13{,}716\ Single\ Family\ Residentail\ Trips}{57{,}596\ Total\ Averate\ Trips} = \$XXX\ Million$$

The total cost by land use category is shown in **Table 23**. As shown in **Table 23**, the total cost ranges from $396.27 million for industrial uses to $879.78 million for single-family residential uses.

Table 23: Total Fee by Land Use Category

Land Use Type	Forecast Trips*	Total Fee by Land Use (Millions)
Single-Family Residential	13,716	$697.31
Multi-Family Residential	8,903	$452.62
Retail	8,508	$432.54
Office	7,850	$399.09
Industrial	6,178	$314.08
Other	12,441	$632.49

* Average AM/PM trip

4.5.4 MAXIMUM FEE

To determine the maximum fee per dwelling unit, square-foot, or trip depending on the land use category, the total cost per category was divided by the total number of units, square-feet, or trips that occur between 2020 and 2040. An example calculation is shown below

$$Single\ Family\ Residential = \frac{\$XXX\ Million}{15{,}857\ Dwelling\ Unit} = \$XXX\ per\ dwelling\ unit$$

The maximum fees are summarized in **Table 24**. As shown in **Table 24**, the maximum fee for a single-family residential unit is $43,397 while the maximum fee for one square-foot of retail use is $84.52.

Historically the TVTC has not applied the maximum fee schedule. For both the 1995 and 2008 nexus studies, the TVTC jurisdiction set rates at approximate one-third of the maximum fee calculated in the 1995 and 2008 Nexus studies to help foster growth within the Tri-Valley area, while providing a regional funding source that could be used to match and help compete for Federal and State transportation grants and funding programs.

Table 24: Total Cost and Maximum Fee by Land Use Category

Land Use Type	Growth	Maximum Fee
Single-Family Residential	15,857 DU	$43,976 per DU
Multi-Family Residential	17,456 DU	$25,928 per DU
Retail	5,117,500 SF	$84.52 per SF
Office	6,796,800 SF	$58.72 per SF
Industrial	9,289,800 SF	$33.81 per SF
Other	12,441 trips*	$50,839 per trip*

Note: Reduction cost is only provided for comparison purposes and should not be seen as the preferred fees. Average AM/PM trip*

5 NEXT STEPS

This report documents the findings needed to adopt a fee schedule to fund the improvements projects elected to receive funding from the TVTDF. Below are next steps needed for the TVTC to adopt a fee schedule that is most appreciate for their needs.

5.1 ADJUSTMENT TO MAXIMUM FEE CALCULATION

As previously discussed, the maximum fee would generate sufficient revenues to fund the total unfunded cost of all selected projects. However, if the TVTC adopts fee schedule below the maximum, this would result in revenue shortfall and TVTC would need to take one or both of the following actions:

- Increase funding from other sources
- Fund selected projects or project phases

5.1.1 INCREASE FUNDING FROM OTHER SOURCES

TVTC could reduce the funding shortfall for specific projects by increasing funding form other federal, state, regional, and local fund sources. Some potential funding sources as listed below:

- Federal
  - One Bay Area Grant Program (OBAG)
- State
  - State Transportation Improvement Program (STIP)
  - Senate Bill 1 (SB 1)
  - Office of Traffic Safety (OTS) Grant
  - Active Transportation Program (ATP)
- Regional
  - Transportation Fund for Clean Air (TFCA) County Program Manager (CPM) Fund Local
  - Measure B & Measure BB
  - Measure J
- Local
  - Traffic Impact/Mitigation Fees
  - Development Fees
  - General Purpose Funds

5.1.2 FUND SELECTED PROJECTS OR PROJECT PHASES

TVTC could determine to fund the full amount for selected projects or fund certain phases of the project such as the planning or design phase of a project.

5.2 UPDATE STRATEGIC EXPENDITURE PLAN (SEP)

Once the final fee schedule has been adopted TVTC should update the SEP to set priority for which projects should be funded first.

APPENDIX

A – Existing TVTC Projects

B – Additional TVTC Projects

C – Project Improvement Category

APPENDIX A – EXISTING TVTC PROJECTS

A-1. I-580/I-680 INTERCHANGE (SOUTHBOUND TO EASTBOUND)

TVTC Project Sponsor: Alameda County

Lead Agency: Caltrans

COMPLETED

Project Description: Project A-1 was located at the I-580 and I-680 interchange. The project constructed the southbound to eastbound flyover, northbound to eastbound direct connector, southbound on- and off-loop ramps, and a northbound on-ramp.

The project was needed to improve safety and reduce congestion on southbound and northbound I-680 near I-580, and mitigate the impacts of local and regional growth in housing and employment. This project was approved by the voters of Alameda County, as a portion of the Measure B sales tax program.

Status: This project has been completed.

A-2A. SR 84 EXPRESSWAY (I-580 TO I-680)

TVTC Project Sponsor: City of Livermore, City of Pleasanton

Lead Agency: Alameda County Transportation Commission (ACTC)

Project Description: Project A-2a is located along SR 84 between I-580 and I-680 in Livermore and Pleasanton. The project will widen and reconstruct SR 84 to expressway standards. The ultimate configuration is expected to consist of six lanes from I-580 to Stanley Boulevard and four lanes from Stanley Boulevard to I-680.

The project has been segmented into five primary sections:

- Segment 1 (I-580 to Jack London Boulevard) – widening and Phase I of the I-580/SR 84 Interchange project (Project A-2b).
- Segment 2 (Jack London Boulevard to a point roughly halfway between Concannon Boulevard and Stanley Boulevard) – widening existing configuration from two lanes to four lanes and from four lanes to six lanes.
- Segment 3 (Halfway between Concannon Boulevard and Stanley Boulevard to Ruby Hill Drive) – widening from two lanes to four lanes.
- Segment 4 (Ruby Hill Drive to Pigeon Pass) – straightening the roadway alignments and adding truck climbing lanes.
- Segment 5 (Pigeon Pass to I-680) – widening the roadway from two lanes to four lanes and improvements at the SR 84/I-680 interchange.

Status: Below is the status of the project.

- Final design and right-of-way acquisition was completed in September 2020.
- Construction began in May 2021.
- Completion of construction is anticipated in spring 2024.

Cost Estimate and Funding Sources

Segment 3:

Cost (Millions)	**$105.40**
Funding (Millions)	
Measure B	$34.87
Measure BB	$10.00
State	$47.03
Local (CMA-TIP)	$2.00
Local (City)	$1.50
TVTDF	$10.00
Total Funding (Millions)	**$105.40**
Total Funding Shortfall (Millions)	**$0.00**

Segment 5:

Cost (Millions)	**$244.10**
Funding (Millions)	
Measure B	$1.05
Measure BB	$123.40
State (SB 1 LPP)	$8.60
Regional Improvement Program (RIP)	$11.11
Regional Measure 3 (RM 3)	$85.00
TVTDF	$14.94
Total Funding (Millions)	**$244.10**
Total Funding Shortfall (Millions)	**$0.00**

A-2B. SR 84/I-580 INTERCHANGE

TVTC Project Sponsor: City of Livermore

Lead Agency: Caltrans and City of Livermore

Project Description: Project A-2b is located in Livermore, at the intersection of I-580 and Isabel Avenue including Portal Avenue.

The project consists of two phases:

- Phase 1 – The Isabel Avenue Interchange project which included replacing the I-580/Portola Avenue interchange with the I-580/Isabel Avenue-SR 84 interchange. Phase I also included realignment of Isabel Avenue and the realignment and extension of Portola Avenue from East Airway Boulevard to Isabel Avenue.
- Phase 2 – The ultimate improvements at the I-580/Isabel Avenue-SR 84 Interchange are to provide six lanes over I-580 at the Isabel Avenue-SR 84 Interchange and four lanes over I-580 at the Portola Avenue overcrossing.

Status: A programmatic environmental assessment and right-of-way acquisition is complete.

- Phase 1 – Construction of Phase I of the project was completed in March 2012.
- Phase 2 – Conceptual design is approved. Project development activities are anticipated to begin in 2023.

Cost Estimate and Funding Sources

Phase 2:

Cost (Millions)	**$22.00**
Funding (Millions)	
Livermore Traffic Impact Fee (TIF)	$16.28
TVTDF	$5.15
Total Funding (Millions)	**$21.43**
Total Funding Shortfall (Millions)	**$0.57**

A-3. I-680 AUXILIARY LANES (SEGMENT 2)

COMPLETED

TVTC Project Sponsor: Town of Danville

Lead Agency: Contra Costa Transportation Authority (CCTA)

Project Description: Project A-3 was located along I-680 in Danville and constructed auxiliary lanes in both directions between Crow Canyon Road in San Ramon and Sycamore Valley Road in Danville. The project was the last segment of auxiliary lanes in both directions of I-680 between Bollinger Canyon Road in San Ramon and Diablo Road in Danville.

Status: This project has been completed.

A-4. WEST DUBLIN/PLEASANTON BART STATION

COMPLETED

TVTC Project Sponsor: City of Dublin, City of Pleasanton

Lead Agency: BART

Project Description: Project A-4 was located in Dublin and Pleasanton and constructed the West Dublin/Pleasanton BART station and related transit improvements. The project was a joint public and private venture to build a station on the active BART line in the median of I-580. The related transit improvements were located on both the north (Dublin) and south (Pleasanton) sides of the freeway on property owned by BART and included patron parking garages, passenger pick-up and drop-offs, and bus drop-offs.

Status: This project has been completed.

A-5A. I-580 EASTBOUND AUXILIARY LANE

TVTC Project Sponsor: City of Pleasanton

Lead Agency: Alameda CTC

Project Description: Project A-5a was located along eastbound I-580 from Hacienda Drive in Pleasanton and Greenville Road in Livermore. The project constructed eastbound auxiliary lanes between Isabel Avenue and North Livermore Avenue and between North Livermore Avenue and First Street in Livermore. In addition, the project included widening two eastbound bridges at Arroyo-Los Positas Road and adding final asphalt concrete pavement across all lanes in the eastbound direction from Hacienda Drive to Greenville Road.

Status: This project has been completed.

A-5B. I-580 HOV LANE WESTBOUND

TVTC Project Sponsor: City of Pleasanton

Lead Agency: Alameda CTC

Project Description: Project A-5b was located along westbound I-580 from Greenville Road in Livermore to Foothill Road overcrossing in Dublin and Pleasanton. The project constructed westbound HOV lanes and rehabilitated existing pavement.

The project increased capacity, safety, and efficiency for commuters and freight along the primary trade corridor connecting the Bay Area with the Central Valley.

The project was completed in two segments:

- East Segment – Greenville Road overcrossing to Isabel Avenue in Livermore
- West Segment – Isabel Avenue to Foothill Road overcrossing

Status: This project has been completed.

A-6. I-680 HOV LANES, SR 84 TO TOP OF SUNOL GRADE

TVTC Project Sponsor: City of Pleasanton

Lead Agency: Caltrans and Alameda CTC

Project Description: Project A-6 was located along southbound I-680 between SR-84 and the top of the Sunol Grade. The project constructed HOV lanes along approximately a 3.5-mile segment of I-680.

Status: This project has been completed.

COMPLETED

A-7. I-580/FOOTHILL ROAD/SAN RAMON ROAD INTERCHANGE MODIFICATIONS

TVTC Project Sponsor: City of Pleasanton

Lead Agency: Caltrans

Project Description: Project A-7 was located at the intersection of the I-580 ramps and Foothill Road in Pleasanton. The project constructed improvements to improve intersection operations and safety. The project modified the intersection to remove the direct eastbound to southbound connection and eastbound to northbound loop connection so that it terminates into a "T" style signalized intersection at Foothill Road just south of the Foothill Road Bridge.

Status: This project has been completed.

A-8. I-680/ALCOSTA BOULEVARD INTERCHANGE

TVTC Project Sponsor: City of San Ramon

Lead Agency: Caltrans

Project Description: Project A-8 was located at the I-680/Alcosta Boulevard interchange in San Ramon. The project reconstructed the southbound off-ramp and added a new on-ramp to improve operations at the interchange. This project closed the southbound off-ramp and built new on- and off-ramps north of Alcosta Boulevard.

Status: This project has been completed.

A-9A. CROW CANYON ROAD IMPROVEMENTS PHASE 1

TVTC Project Sponsor: Alameda County

Lead Agency: Alameda County

Project Description: Project A-9a is located along Crow Canyon Road between E. Castro Valley Boulevard and the Alameda/Contra Costa County line.

Project A-9a is Phase 1 of a two-phase safety improvement project along Crow Canyon Road. Please refer to Project A-9b for details on Phase 2.

Phase 1 safety improvements include speed feedback signs, shoulder widening, California Highway Patrol (CHP) enforcement areas, and guard rail modifications.

Overall, the short-term safety improvements will facilitate traffic safety and operations, while reducing congestion for residents traveling between Alameda and Contra Costa Counties.

Status: The project is currently in the Preliminary Engineering/Environmental Studies stage. Construction of Phase 1 is to be determined.

COMPLETED

Cost and Funding Source

Cost (Millions)	$18.87
Funding (Millions)	
CMA TIP	$0.45
Local Alameda County	$0.45
TVTDF	$1.55
Total Funding (Millions)	**$2.45**
Total Funding Shortfall (Millions)	**$8.42**

A-9B. CROW CANYON ROAD IMPROVEMENTS PHASE 2

TVTC Project Sponsor: Alameda County

Lead Agency: Alameda County

Project Description: Project A-9b is located along Crow Canyon Road between E. Castro Valley Boulevard and the Alameda/Contra Costa County Line.

Project A-9b is Phase 2 of the two-phase safety improvement project along Crow Canyon Road. Please refer to Project A-9a for details on Phase 1.

Phase 2 safety improvements include roadway realignment, shoulder widening, roundabouts, two-way left turn lanes (as needed), and tunnels at post mile (PM) 2.15.

This project will increase safety for motorists traveling along this major arterial roadway between Castro Valley in Alameda County and San Ramon in Contra Costa County. The realignment of various curves, shoulder widening, and tunnels at PM 2.15 will facilitate improved traffic operations and reduce congestion for residents traveling between Alameda and Contra Costa Counties.

Status: This project is in the scoping stage. Construction is expected to begin after completion of Phase 1 (Project A-9a). Phasing and schedule have not yet been determined.

Cost and Funding Source

Cost (Millions)	$58.77
Funding (Millions)	
TVTDF	$1.69
Total Funding (Millions)	**$1.69**
Total Funding Shortfall (Millions, 2015)	**$57.08**

A-10A. VASCO ROAD SAFETY IMPROVEMENTS PHASE 1

TVTC Project Sponsor: Alameda County

Lead Agency: Alameda County

Project Description: Project A-10a is located along Vasco Road in Alameda County.

Project A-10a is Phase 1 of the Vasco Road Safety Improvements, a two-phase safety improvement project along Vasco Road. The project includes roadway realignment, shoulder widening, and installment of median barriers along Vasco Road. Please refer to Project A-10b for details on Phase 2.

Roadway realignments have been completed and consisted of straightening the alignment of Vasco Road at about 1.8-miles north of the Livermore city limits to the Alameda/Contra Costa county line. A median barrier has been installed between the Contra Costa County line and about 1.8-miles north of the Livermore city limits. The installation of median barriers eliminates crossover-type collisions that resulted in fatalities in the past. The realignment of tight curves facilitates Tri Delta bus services between Alameda and Contra Costa Counties.

The remaining components of Phase 1 includes sub-standard shoulder modifications.

Status: The utility relocation phase of this project has been completed. Construction of the realignment project was completed in November 2009. Installation of the median barriers was also completed. The Vasco Road Safety Improvement Project is scheduled to be constructed in two stages. Shoulder improvements for Phase 1 are expected to be completed by 2020.

Cost and Funding Sources

Cost (Millions)	**$40.57**
Funding (Millions)	
Measure B	$1.50
STIP	$4.60
TCRP	$6.50
Local Alameda County	$2.81
STP/CMAQ	$3.90
Prop 1-B	$6.00
Fed demo	$0.80
TVTDF	$3.32
Total Funding (Millions)	**$29.43**
Total Funding Shortfall (Millions, 2015)	**$11.14**

A-10B. VASCO ROAD SAFETY IMPROVEMENTS PHASE 2

TVTC Project Sponsor: Alameda County

Lead Agency: Alameda County

Project Description: Project A-10b is located along Vasco Road in Alameda County. Project A-10b is Phase 2 of the Vasco Road Safety Improvements, a two-phase safety improvement project along Vasco Road. Please refer to Project A-10a for details on Phase 1.

Phase 2 includes roadway realignment, shoulder widening, and installation of median barriers. This phase of the project will install median barriers along Vasco Road within Alameda County on portions of the roadway not covered by Phase 1. In addition, this phase will include shoulder widening and curve modifications, as needed. Phase 2 of Vasco Road will provide continuous median barrier protection

between Contra Costa County and the City of Livermore. The installation of median barriers will eliminate crossover-type collisions that resulted in fatalities in the past.

Status: The Phase 2 project is in the scoping stage. The Phase 2 project includes the PSR to be done by Alameda County.

Cost and Funding Sources

Cost (Millions)	**$31.20**
Funding (Millions)	
TVTDF	$2.58
Total Funding (Millions)	**$2.58**
Total Funding Shortfall (Millions, 2015)	**$28.62**

A-11. EXPRESS BUS/BUS RAPID TRANSIT (BRT) – PHASE 2

TVTC Project Sponsor: City of Dublin

Lead Agency: Livermore Amador Valley Transit Authority (LAVTA)

Project Description: Project A-11 is Phase 2 of the Express Bus/BRT, which consists of two phases. The express bus route associated with Phase 1 of the project has been operating since January 2011.

Phase 2 includes upgrades to and expansion of the initial Rapid Project, as well as some project refinements, updates, and maintenance/replacement of original project elements and equipment based on evaluation of the existing components and conditions at the time of funding. The transit system priorities include the following elements:

- A technologically advanced transit system
- A multi-modal transportation system that supports the local economy
- Prioritized regional transfers and connections
- Reliability and efficiency that maximizes value to taxpayers and the community

Phase 2 will consist of five key potential elements (based upon conditions at time of funding):

1. **Advanced Technology** – Design and installation of advanced technologies and road features allowing rapid transit to operate quickly and efficiently, and help to mitigate delay in dwell times, boardings, and travel times. Some of the advanced technologies and road features that LAVTA is considering for Phase 2 are: transit signal priority (TSP), enhanced stations, queue jumps, environmentally friendly coaches and advanced onboard technology, advanced fare collection systems, level boarding, dedicated travel lanes, and better integrated park and ride facilities and transit centers. Element 1 is currently budgeted at $2 Million.
2. **North/South Express Bus/Rapid Service** – In keeping with the Alameda Countywide Transit Plan, and in order to provide a strong foundation for LAVTA's System, I-680 service expansion, North/South Express Bus/BRT service, and other Express/Rapid service options, will be explored and considered. Element 2 is currently budgeted at $6.5 Million.
3. **Dublin Extension** – Continued study and planning will be done on how best to integrate the planned extension of Dublin Boulevard and the planned Livermore BART Extension into LAVTA's Express Bus/BRT service. Element 3 is currently budgeted at $6.5 Million.

4. **Pleasanton Alignment** – Complete "Rapidization," of the Livermore to Pleasanton alignment will be evaluated, with advanced technology and improved service elements planned for the south side of I-580, and possible connection to the existing Rapid service. Element 4 is currently budgeted at $1.5 Million.
5. **Park and Ride Lots** – In working with local cities and Alameda County, LAVTA will consider improved park and ride elements to support bus, biking, and walking access in the Tri-Valley, and to improve the accessibility of transportation alternatives that would ease congestion on I-580. These options might include: construction of new lots, smart signage, improved bicycle storage, increased pedestrian accessibility and safety, enhanced multi-modal elements on coaches, and increased or revised bus service to rail stations and regional transit connections. Element 5 is currently budgeted at $2 Million.

Status: Phase 1 is fully completed and operational, as of January 2011. Phase 2 is in the research, design, and planning stage. In August 2016, LAVTA realigned the Express Bus/BRT Route (Route 30R) to serve Las Positas College, and transformed existing Route 10 into an Express Bus/BRT (Route 10R) operating through Pleasanton to BART. The transformation of Route 10 into Route 10R was the first step in implementation of the Phase 2 Pleasanton Alignment. LAVTA intends to implement additional items from Phase 2 (Advanced Technology) to both Routes 10R and 30R in 2017, which includes upgrading the traffic signal priority onboard the buses and at key intersections along both Rapid routes. Costs for Phase 2 have been updated to reflect current pricing for the project elements listed above. Phase 2 Scope of work, schedule, and full funding parameters are not known at this time.

Cost and Funding Sources

Phase 2:

Cost (Millions)	**$22.35**
Funding (Millions)	
TVTDF	$1.14
Total Funding (Millions)	**$1.14**
Total Funding Shortfall (Millions)	**$21.21**

B-1. I-580/I-680 INTERCHANGE (WESTBOUND TO SOUTHBOUND)

TVTC Project Sponsor: City of Dublin

Lead Agency: Alameda CTC

Project Description: Project B-1 is located at the I-580/I-680 Interchange in Alameda County. The proposed project limits are from 1,700 feet east of the Hacienda Drive Overcrossing to 2,000 feet west of the San Ramon Road Overcrossing along I-580, and from the Amador Valley Boulevard Undercrossing to 3,400 feet south of the Stoneridge Drive Overcrossing along I-680.

Status: A Project Study Report-Project Development Support (PSR-PDS) was completed and approved by Caltrans in 2009.

The next steps in project development will be to:

- Review the existing PSR-PDS to validate the information

- Identify the need for updates/revisions to identify financially feasible improvements to address the latest safety, operational, and congestion issues

The Alameda CTC's 2014 Transportation Expenditure Plan (TEP), approved as part of Measure BB, includes $20 Million in funding for I-580/I-680 Interchange improvements. Further project development is being explored. Alameda CTC is working with local, regional, and state agencies in identifying funding.

The Alameda CTC's 2020 Countywide Transportation Plan (CTP) split this project into two phases. Phase 1 is part of the County's 10-year priory project list, while Phase 2 is listed under 30-Year project list.

Cost and Funding Sources

Cost (Millions, 2015)	**$1,785.65**
Funding (Millions, 2015)	
Measure BB	$20.00
TVTDF	$1.00
Total Funding (Millions, 2015)	**$21.00**
Total Funding Shortfall (Millions, 2015)	**$1,764.65**

B-2. FIFTH EASTBOUND LANE ON I-580 (SANTA RITA ROAD TO VASCO ROAD)

TVTC Project Sponsor: City of Pleasanton, City of Livermore

Lead Agency: Alameda CTC

Project Description: Project B-2 is located along eastbound I-580 between Santa Rita Road and Vasco Road. The project would construct a fifth eastbound mixed flow lane and would eliminate the lane drop at Santa Rita Road.

Status: This project has been completed.

COMPLETED

B-3. I-580/FIRST STREET INTERCHANGE MODIFICATION

TVTC Project Sponsor: City of Livermore

Lead Agency: Caltrans

Project Description: Project B-3 is located at the I-580/First Street interchange in Livermore. The project would modify the interchange by widening the overcrossing to six lanes and reconstructing the ramps to achieve a partial cloverleaf interchange design.

Status: A PSR has been completed. The project schedule and phasing are not available at this time.

Cost and Funding Sources

Cost (Millions)	**$61.00**
Funding (Millions)	
Livermore TIF	$53.07
Total Funding (Millions)	**$53.07**
Total Funding Shortfall (Millions)	**$7.93**

B-4. I-580/VASCO ROAD INTERCHANGE MODIFICATION

TVTC Project Sponsor: City of Livermore

Lead Agency: Caltrans

Project Description: Project B-4 is located at the I-580/Vasco Road interchange in Livermore. The project would modify the interchange by widening the overcrossing to eight lanes and reconstructing the ramps to achieve a modified partial cloverleaf interchange design.

Status: A PSR and programmatic Environmental Impact Report (EIR) for right-of-way protection has been completed. Right-of-way acquisition is underway. Environmental assessment, project development activities, and design are anticipated to begin in 2018.

Cost and Funding Sources

Cost (Millions)	**$85.65**
Funding (Millions)	
Livermore TIF	$67.66
Measure BB	$1.38
TVTDF	$6.80
Total Funding (Millions)	**$75.84**
Total Funding Shortfall (Millions)	**$9.81**

B-5. I-580/GREENVILLE ROAD INTERCHANGE MODIFICATION

TVTC Project Sponsor: City of Livermore

Lead Agency: Caltrans

Project Description: Project B-5 is located at the I-580/Greenville Road interchange in Livermore. The project would modify the interchange by widening the undercrossing to six lanes and reconstructing the ramps to achieve a modified partial cloverleaf interchange design. The project would also construct segments of auxiliary lanes in the vicinity of the interchange.

Status: A PSR and programmatic EIR for right-of-way protection has been completed. Right-of-way acquisition is underway. The project phasing and schedule is unavailable.

Cost and Funding Sources

Cost (Millions)	**$86.00**
Funding (Millions)	
Livermore TIF	$67.08
Total Funding (Millions)	**$67.08**
Total Funding Shortfall (Millions)	**$18.92**

B-6. JACK LONDON BOULEVARD EXTENSION

TVTC Project Sponsor: City of Livermore

Lead Agency: City of Livermore

Project Description: Project B-6 is located along Jack London Boulevard in Livermore. The project would widen Jack London Boulevard to El Charro Road as a four-lane arterial roadway.

The project will be constructed in two phases.

- Phase 1 - two lane extension
- Phase 2 – relocate a portion of the roadway south of the Livermore Airport to its ultimate alignment

Status: An EIR, design, right-of-way acquisition, and construction of the two-lane extension (Phase 1) has been completed.

The project is expected to be constructed in two phases.

- Phase 1 – Completed 2009.
- Phase 2 - Will not commence until after the quarries have completed mining operations.

Cost and Funding Sources

Phase 2:

Cost (Millions)	**$28.16**
Funding (Millions)	
Livermore TIF	$18.08
Total Funding (Millions)	**$18.08**
Total Funding Shortfall (Millions)	**$10.08**

B-7. EL CHARRO ROAD EXTENSION (STONERIDGE DRIVE/JACK LONDON BOULEVARD TO STANLEY BOULEVARD)

TVTC Project Sponsor: City of Pleasanton

Lead Agency: City of Pleasanton

Project Description: Project B-7 is located along El Charro Road in Pleasanton. The project would extend El Charro Road south from its current terminus at Stoneridge Drive/Jack London Boulevard to connect with Stanley Boulevard. Currently, this section of El Charro Road is a private roadway, but the El Charro extension will be open for public use.

The El Charro Road Extension project consists of two phases.

- Phase 1 – between I-580 and Stoneridge Drive-Jack London Boulevard
- Phase 2 – between Stoneridge Drive-Jack London Boulevard and Stanley Boulevard, approximately 1.7 miles

Status: Phase 1 was completed and open for public use in 2012 with the construction of the Livermore Outlets. Phase 2 is dependent on the status/development of the East Pleasanton Specific Plan. This plan will identify the land use and circulation along the future El Charro Road and will identify a timeline for opening of this roadway for public use. It is anticipated that the project will be constructed with the first stages of the East Side Specific Plan development. The City of Pleasanton began the East Pleasanton Specific Plan in 2013 and the Pleasanton City Council, in 2015, determined that the completion of the Plan would occur at a later date and the Plan adoption was placed on hold.

The project is expected to be constructed in several stages.

- Phase 1 – Completed and opened to traffic in 2012.
- Phase 2 – Schedule is undetermined at this time.

Cost and Funding Sources

Cost (Millions)	**$72.48**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$72.48**

B-8. CAMINO TASSAJARA/TASSAJARA ROAD WIDENING PROJECT (EAST OF BLACKHAWK DRIVE TO NORTH DUBLIN RANCH DRIVE)

TVTC Project Sponsor: Contra Costa County, City of Dublin

Lead Agency: Contra Costa County, City of Dublin

Project Description: Project B-8 is located along Camino Tassajara-Tassajara Road. This project consists of two project phases:

Safety Improvement Project – Blackhawk Drive in Contra Costa County to Moller Ranch (Palisades Drive) in the City of Dublin

- The safety improvement project will widen Camino Tassajara from two to four lanes from East of Blackhawk Drive to Moller Ranch (Palisades Drive) in the City of Dublin. The project may also include realignment of various horizontal curves along the roadway. Interim improvements may include roadway widening to meet two-lane rural road standards with sufficient lane width and

shoulder width to improve safety and allow for future bike lanes. The project will improve safety for motorists and create bicycle facilities consistent with the Contra Costa Countywide Bicycle and Pedestrian Plan and the City of Dublin Bicycle and Pedestrian Master Plan. The ultimate improvements will increase capacity along Camino Tassajara to help mitigate the impacts of local and regional growth in housing and employment within the Tri-Valley.

Roadway Widening Project – Windemere Parkway to County Line (Contra Costa County) and Quarry Lane School/Wallis Ranch Drive to North Dublin Ranch Drive (City of Dublin)

- The roadway widening project consist of two segments:
    - Segment A – Windemere Parkway to County line
        - Segment A will widen and realign Camino Tassajara from two to four lanes. The horizontal curves at the Contra Costa/Alameda County Line will be realigned to increase safety along the roadway. Roadway shoulders will be widened to create bicycle facilities consistent with the Contra Costa Countywide Bicycle and Pedestrian Plan. The ultimate improvements will increase capacity along Camino Tassajara/Tassajara Road to help mitigate the impacts of local and regional growth in housing and employment within the Tri-Valley.
    - Segment B – Quarry Lane School/ Wallis Ranch Drive to North Dublin Ranch Drive
        - Segment B will widen Tassajara Road from two to four lanes and will improve safety for motorists, bicyclists, and pedestrians, by providing sidewalks, bike lanes, and widening from two to four lanes. Roadway improvements will be consistent with the City of Dublin Bicycle and Pedestrian Master Plan. The ultimate improvements will increase capacity along Tassajara Road to help mitigate the impacts of local and regional growth in housing and employment within the Tri-Valley.

The segment of Tassajara Road from the County line to North Dublin Ranch Drive in the City of Dublin is a RRS and was modeled in the 2008 Nexus Study. However, the segment was not included in previous TVTDF funding plans to receive funding. By identifying this segment of the project in the project description, this will enable the City of Dublin to utilize various revenue sources, including the 20% TVTDF return-to-source funds on this segment. This will not impact the projected revenue allocation or resulting benefit of the 2008 Nexus Study.

Status:

Safety Improvement Project: The PSR for the project has been completed. The City of Dublin and Contra Costa County are coordinating on various aspects of the Camino Tassajara/Tassajara Road safety improvements near the Contra Costa/Alameda County line. Contra Costa County and the City of Dublin are beginning design of Phase 1 improvements of the safety project limits from Windermere Parkway to Moller Ranch (Palisades Drive).

Roadway Widening Project: The PSR for the project has been completed. The City of Dublin and Contra Costa County are coordinating on various aspects of the Camino Tassajara/Tassajara Road widening phase. Contra Costa County and the City of Dublin are conducting initial preliminary engineering for the Segment A and B roadway widening project within their respective jurisdictions.

Cost and Funding Sources

Safety Improvement Project
Contra Costa County:

Cost (Millions)	**$20.54**
Funding (Millions)	
Contra Costa Traffic Mitigation Fees	$4.25
TVTDF	$3.70*
Total Funding (Millions)	**$7.95**
Total Funding Shortfall (Millions)	**$12.59**

City of Dublin:

Cost (Millions)	**$34.55**
Funding (Millions, 2015)	
Dublin EDTIF	$2.49
Dublin Dougherty Valley Contributions	$0.50
TVTD (City of Dublin 20% Local Funding)	$1.00
TVTDF	$0.00*
Total Funding (Millions)	**$3.99**
Total Funding Shortfall (Millions)	**$30.56**

*The City of Dublin and Contra Costa to share $2.0 Million from the 2017 SEP Update for project segment between Windermere Parkway and Moller Ranch (Palisades Drive). Remaining $1.70 Million to be used in Contra Costa County.

Roadway Widening Project
Segment A: County

Cost (Millions)	**$17.65**
Funding (Millions)	
Contra Costa Traffic Mitigation Fees	$14.48
TVTDF	$2.68**
Total Funding (Millions)	**$17.16**
Total Funding Shortfall (Millions, 2021)	**$0.49**

Segment B: City of Dublin

Cost (Millions)	**$15.34**
Funding (Millions)	
Dublin Transportation Improvement Fee (TIF) Program	$1.00
Dublin Dougherty Valley Contributions	$1.63
TVTD (City of Dublin 20% Local Funding)	$1.80
Total Funding (Millions)	**$4.43**
Total Funding Shortfall (Millions)	**$10.91**

**$2.68 Million to be used in Contra Costa County.

B-10. I-680 SOUTHBOUND HOV LANE GAP CLOSURE (NORTH MAIN STREET TO RUDGEAR ROAD)

TVTC Project Sponsor: City of San Ramon

Lead Agency: CCTA

Lead Agency: Project B-10 is located along southbound I-680 between North Main Street and Rudgear Road. The project would close the HOV lane gap along this segment of I-680 and provide a continuous HOV lane from the Benicia-Martinez Bridge to the Contra Costa/Alameda County line.

The project is necessary to encourage carpooling, vanpooling, and transit; while providing the necessary infrastructure for express buses in the corridor. When completed, the HOV lane is planned to be converted to an Express Lane as part of the I-680 Express Lanes Project.

Status: This project has been completed.

Cost and Funding Sources

Cost (Millions)	**$98.70**
Funding (Millions)	
RM2	$14.1
Measure J	$30.4
STIP/RP	$15.6
BAIFA	$15.1
TVTDF	$6.49
Total Funding (Millions)	**$81.69**
Total Funding Shortfall (Millions)	**$17.01**

B-11A. I-680 HOV DIRECT ACCESS RAMPS

TVTC Project Sponsor: City of San Ramon

Lead Agency: CCTA

Project Description: Project B-11a is located along I-680 in San Ramon. The project would construct dedicated HOV on- and off-ramps in the median of I-680, in both the northbound and southbound directions at Norris Canyon Road or at Executive Parkway in San Ramon. The project received a high level of community interest, with a number of local residents voicing strong oppositions about the direct HOV ramps at Norris Canyon. An alternative location for the direct ramps is also being evaluated at Executive Parkway.

Status: March 2016, a letter from the City of San Ramon to CCTA was submitted and stated that the City of San Ramon withdrew support for the project. Subsequently, the CCTA has suspended work on the project. The project has been removed from the project list and is no longer considered for funding.

REMOVED

B-11B. I-680 TRANSIT CORRIDOR IMPROVEMENTS

TVTC Project Sponsor: City of San Ramon

Lead Agency: CCTA

Other Involved Parties: Caltrans, Southwest Area Transportation (SWAT) Committee, Transportation Partnership and Cooperation (TRANSPAC)

Project Description: Project B.11b is located along I-680 in San Ramon Valley. The project would fund a corridor express lane and operational improvements to facilitate carpools, vanpools and increase transit use in the corridor as an alternative to single occupant vehicle travel. Funding may also be used to implement high capacity transit improvements along I-680. These improvements may include an express lane, relevant transit projects, advanced traffic management programs, and/or autonomous or connected vehicles.

Status: A Project Study "I-680 Transit Investment Congestion Relief Study" was completed in 2015 with Measure J funds. Specific details for this project will be further developed when additional funding is identified. Phasing and schedule are unavailable at this time.

Cost Estimate and Funding Sources:

Cost (Millions)	**$277.85**
Funding (Millions)	
Measure J	$1.00
TVTDF	$2.00
Total Funding (Millions)	**$3.00**
Total Funding Shortfall (Millions)	**$274.85**

APPENDIX B – ADDITIONAL TVTC PROJECTS

C-1 TESLA ROAD SAFETY IMPROVEMENT

TVTC Project Sponsor: Alameda County

Project Description: This project along Tesla Road from Greenville Road to South Livermore Avenue in rural Unincorporated Alameda County includes shoulder widening, turn lanes to access wineries and residences, pavement rehabilitation, and utilities undergrounding. This safety improvements project will address rear end type collisions, improve access to wineries, and improve goods movements as well as commute traffic issues. Proposed improvements will reduce queues along this congested rural roadway connecting Unincorporated areas of Alameda County to City of Livermore.

Status: This project is in the scoping phase and is expected to be completed by 2024.

Cost and Funding Sources:

Cost (Millions)	**$13.19**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$13.19**

C- 2 NORRIS CANYON ROAD SAFETY IMPROVEMENT PROJECT

TVTC Project Sponsors: Contra Costa County, Department of Public Works & Alameda County, Department of Public Works

Project Description: The proposed project for Norris Canyon Road includes countermeasures that will increase safety on a regional route that connects San Ramon to Alameda County. The proposed project includes the following road segments:

- Segment 1 (Norris Canyon Road from San Ramon City Limits to 300 feet west of Ashbourne Drive) – this segment has experienced an increase in run off the road collisions and is slated for countermeasures such as guardrails and other safety countermeasures.
- Segment 2 (Norris Canyon Road from 300 feet west of Ashbourne Drive to Alameda County limits) – this segment currently has a 20’ pavement width and no road shoulders. This segment has also experienced an increase in run off the road collisions. Countermeasures include shoulder widening, installation of a retaining wall, and installation of a guardrail.
- Segment 3 (Norris Canyon Road from the Alameda County limit line to Crow Canyon Road) – the narrow rural road continues west into Alameda County where the road pavement continues to be narrow with approximately 20’ existing pavement width and no road shoulders. The proposed project would include shoulder widening and guardrail installation to reduce serious injury collisions.

For each phase of this project, there will be a project scope and cost estimate, environmental documentation, preparation of plans, specifications, and estimates (PS&E), Right of Way Acquisition, Construction, and Construction Inspection.

Status: The Project is in the preliminary engineering phase for Segments 1 and 2 as other funding is sought in order to continue planning studies and further design efforts.

Cost and Funding Sources:

Contra Costa County (Segment 1 & 2):

Cost (Millions)	**$8.00****
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$8.00**

****Segment 1: $2 million, Segment 2: $6 million**

Alameda County (Segment 3):

Cost (Millions)	**$16.49**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$16.49**

C- 3 DUBLIN BOULEVARD – NORTH CANYONS PARKWAY EXTENSION

TVTC Project Sponsor: Dublin and Livermore

Project Description: This project will construct the street extension to connect Dublin Blvd at Fallon Road in Dublin with North Canyons Parkway in Livermore at Doolan Road. The preliminary phase (currently underway) of this planned project will update the project by incorporating multimodal travel, and the current State, regional, and local priorities.

Dublin Boulevard - North Canyons Parkway Extension project would extend Dublin Boulevard in Dublin at its current terminus at Fallon Road to North Canyons Parkway in Livermore. The new extended street is planned to have 4 to 6 travel lanes, bike lanes, sidewalks, curb and gutter, traffic signals/roundabouts, a raised median, bus stops, and all street utilities. This project will consider the provision of dedicated transit lanes in addition to the mixed flow travel lanes for higher level of transit service with 10 to 20-minute headways during appropriate peak demand periods. This project will also require enhanced multimodal connectivity to various land uses along its stretch and at its terminus, including connectivity to 5 PDAs. While addressing Sustainable Communities Strategies, circulation inside and outside the PDAs will be incorporated as part of the design. This project is currently in Preliminary Design Phase (funded by local monies) including the environmental analysis for the project. It will require design and construction funding.

Status: Environmental phase is complete. Currently in design phase. Anticipated to complete design in 2023. Subsequent milestones are TBD.

Cost and Funding Sources

Cost (Millions)	**$160.39**
Funding (Millions)	
Measure BB	$7.75
Federal	$0.54
Local	$17.20
Total Funding (Millions)	**$25.49**
Total Funding Shortfall (Millions)	**$134.91**

C-4 VASCO ROAD AT DALTON AVENUE INTERSECTION IMPROVEMENTS

TVTC Project Sponsor: Alameda County/City of Livermore

Project Description: The project along Vasco Road at Dalton Avenue includes the addition of a traffic lane, traffic signal modification, shoulder widening, and utility adjustments as needed.

This project is a continuation of the safety improvements project along Vasco Road that included a roadway realignment and other safety improvements north of the Livermore city limits to the Alameda/Contra Costa county line.

Status: This project is in the scoping phase and is expected to be completed by 2023.

Cost and Funding Sources:

Cost (Millions)	**$3.39**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$3.39**

C-5 EL CHARRO ROAD WIDENING

TVTC Project Sponsor: Pleasanton

Project Description: Construct 1.7 miles of 4-lane divided road with Class I and Class IV bike facilities, including a bridge over the Arroyo Mocho and a grade separation.

Status: This project has not been started.

Cost and Funding Sources:

Cost (Millions)	**$68.09**
Funding (Millions)	
Pleasanton TIF	$30.00
Total Funding (Millions)	**$30.00**
Total Funding Shortfall (Millions)	**$38.09**

C-6 SUNOL/680 INTERCHANGE IMPROVEMENTS

TVTC Project Sponsor: Pleasanton

Project Description: This project will fund the design of the I-680 at Sunol Boulevard interchange improvement. This will include a Project Study Report (PSR) to establish a project scope and cost estimate, environmental documentation, and the preparation of plans, specifications, and estimates (PS&E).

Status: Currently in PSR-PDS, PA&ED Phase anticipated Spring/Summer 2019

Cost and Funding Sources

Cost (Millions)	**$16.60**
Funding (Millions)	
Pleasanton TIF	$2.00
Total Funding (Millions)	**$2.00**
Total Funding Shortfall (Millions)	**$14.60**

C-7 I-680 EXPRESS LANES – HWY 84 TO ALCOSTA

TVTC Project Sponsor: Pleasanton/ACTC

Project Description: This project will close the gap between existing and in-progress high-occupancy vehicle (HOV)/express lane projects to the north and south. The project extends for approximately nine miles on northbound I-680 through Sunol, Pleasanton, Dublin, and San Ramon.

Status: Design and construction of this project is being rolled out in two phases—southbound (Phase 1) and northbound (Phase 2). Environmental and preliminary engineering studies are complete. Phase 1 final design work was initiated in February 2020 and construction for Phase 1 is anticipated to start in 2022.

Cost and Funding Sources

Cost (Millions)	**$527.57**
Funding (Millions)	
Measures BB	$20.00
Total Funding (Millions)	**$20.00**
Total Funding Shortfall (Millions)	**$507.57**

C-8 SANTA RITA/I-580 INTERCHANGE

TVTC Project Sponsor: Pleasanton

Project Description: This project will construct a 2nd southbound left turn lane from Santa Rita onto Pimilico Drive. The left turn vehicle queue length exceeds the length of the left turn pocket and blocks the #1 southbound lane, thus reducing the Level of Service.

Status: This project has not been started.

Cost and Funding Sources

Cost (Millions)	**$10.33**
Funding (Millions)	
Pleasanton TIF	$7.70
Total Funding (Millions)	**$7.70**
Total Funding Shortfall (Millions)	**$2.63**

C-9 STONERIDGE/I-680 INTERCHANGE

TVTC Project Sponsor: Pleasanton

Project Description: This project will make modifications to the Stoneridge Drive Interchange to allow four westbound through lanes. This project will modify the northbound I-680 on ramp by one lane to provide two northbound ramp lanes. The widening will include the widening of the bridge structure as well as widening on Stoneridge Drive and safety improvements on the pedestrian and bicycle crossing.

Status: PS&E

Cost and Funding Sources

Cost (Millions)	**$11.98**
Funding (Millions)	
2014 MBB (TEPO – 26) from Alameda CTC	$5.20
Developer	$2.70
Total Funding (Millions)	**$7.70**
Total Funding Shortfall (Millions)	**$2.63**

C-10 INNOVATE 680

TVTC Project Sponsor: CCTA/Danville/San Ramon/CCC

Project Description: Implement the following strategies in the I-680 corridor:

Strategy No. 1: Complete HOV/Express Lanes
Eliminate the gap in existing carpool lanes in the NB direction and convert to an express lane to increase efficiency.

Strategy No. 2: Cool Corridor "Hot Spots"
Improve congestion "hot spots" caused by high-volume weaving areas around N. Main Street, Lawrence Way, Treat Blvd, and other locations south of SR 24 (Livorna Road, etc.). This strategy will be completed with Strategy 1 since they are interdependent.

Strategy No. 3: Increase Efficiency of Bus Service
Increase bus service efficiency by improving express bus service, implementing bus operations on shoulder (BOS), and increasing technology-based intermodal transit centers/managed park and ride lots.

Strategy No. 4: Enhance TDM Strategies

Provide enhanced 511 mobile app providing options to make informed decisions about mode choice, travel time, and cost per trip.

Strategy No. 5: Provide First Mile/Last Mile Connections
Implement Shared Autonomous Vehicles (SAVs) to improve transit connectivity and to shift travelers from Single Occupant Vehicles (SOVs).

Strategy No. 6: Innovative Operational Strategies
Deploy a suite of technology-based solutions to maximize the efficiency of the roadway system integrating adaptive ramp metering, integrated corridor management, incident management, and decision support systems.

Strategy No. 7: Prepare Corridor for the Future
Prepare corridor to accommodate the evolution of CV applications and AV technologies for improved traffic flow by building new and upgraded vehicle-to-infrastructure and vehicle-to-vehicle communications.

TVTDF would go towards Advance Technology portions of the project.

Status: Currently in Planning, PA&ED

Cost and Funding Sources:

Advance Technologies:

Cost (Millions)	**$57.21**
Funding (Millions)	
Measure J	$0.55
STMP	$2.00
Total Funding (Millions)	**$2.55**
Total Funding Shortfall (Millions)	**$54.66**

C-11A IRON HORSE TRAIL BICYCLE PEDESTRIAN OVERCROSSING – CITY OF SAN RAMON

TVTC Project Sponsor: CCTA/San Ramon/CCC

Project Description: The Iron Horse Trail (IHT) is an 18-mile regional non-motorized trail that runs north/south through the San Ramon Valley providing critical access to adjacent land uses. The construction of overcrossings at key locations will develop attractive travel alternatives for congestion relief for commute trips as well as enhanced facilities for school, shopping, and recreation trips. For the scope of this project, the proposed overcrossing location is Bollinger Canyon Road. At this location, the overcrossing will provide substantial benefits including:

1. Improve safety by eliminating conflicts between pedestrians, bicyclists and motorists;
2. Improve motor vehicle circulation by removing the at-grade crossings;
3. Reduce and eliminate unsafe crossing maneuvers by pedestrians and bicyclists;
4. Enhance safety by providing an environment that encourages walking and bicycling along the Iron Horse Regional Trail; and
5. Increase trail usage by improving the connectivity at the Bollinger Canyon Road and Crow Canyon Road crossings.

Status: Currently in PA&ED, CEQA Completed. Design Underway. Construction anticipated 2022.

Cost and Funding Sources

Cost (Millions)	**$22.88**
Funding (Millions)	
OBAG2	$4.80
Measure J (Transportation for Livable Communities)	$2.51
Measure J (TLC future year pre-commitment)	$4.98
San Ramon General Fund	$2.00
Total Funding (Millions)	**$14.30**
Total Funding Shortfall (Millions)	**$8.58**

C-11B IRON HORSE TRAIL BICYCLE PEDESTRIAN OVERCROSSING – CITY OF SAN RAMON

TVTC Project Sponsor: CCTA/San Ramon/CCC

Project Description: The Iron Horse Trail (IHT) is an 18-mile regional non-motorized trail that runs north/south through the San Ramon Valley providing critical access to adjacent land uses. The construction of overcrossings at key locations will develop attractive travel alternatives for congestion relief for commute trips as well as better facilities for school, shopping, and recreations trips. For the scope of this project, the proposed overcrossing location is Bollinger Canyon Road. At this location, the overcrossing will provide substantial benefits including:

1. Improve safety by eliminating conflicts between pedestrians, bicyclists, and motorists;
2. Improve motor vehicle circulation by removing the at-grade crossings;
3. Reduce and eliminate unsafe crossing maneuvers by pedestrians and bicyclists;
4. Enhance safety by providing an environment that encourages walking and bicycling along the Iron Horse Regional Trail; and
5. Increase trail usage by improving the connectivity at the Bollinger Canyon Road and Crow Canyon Road crossings.

Status: Currently in PA&ED, CEQA Completed

Cost and Funding Sources

Cost (Millions)	**$19.69**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$19.69**

C-11C IRON HORSE TRAIL CROSSING AT DUBLIN BOULEVARD

TVTC Project Sponsor: Dublin

Project Description: This project will build a bicycle and pedestrian bridge over Dublin Boulevard in order to connect two segments of the Iron Horse Trail. This bridge will create a total separation between vehicles and bicyclists/pedestrians. This will eliminate the possibility of motorized vehicles and pedestrians having a collision, making this segment of the road safer for all users. Along with this, congestion will be reduced as cars will no longer have to wait for pedestrians. This reduction of congestion will also allow for the transit to operate more efficiently. Pedestrians and bicyclists will also not have to wait for a walk signal since they will be able to continue their walk or ride without stopping.

The bridge will follow ADA requirements so that disabled people will be able to use it as well. This bridge will also be aesthetically pleasing in order to attract users and improve the user's experience. The bridge will also connect BART to Dublin in a safe manner, encouraging recreational user of the Iron Horse Trail and the opening of local businesses. This safe and fast route of crossing the Iron Horse Trail will promote walking and bicycling for both recreational and commuting purposes in Dublin, this encouraging the shift from motorized vehicles to alternative forms of transportation.

Status: The project is currently in the final design phase. Additionally, Environmental Analysis of the project is currently in-progress.

Cost and Funding Sources

Cost (Millions)	**$11.60**
Funding (Millions)	
2014 MBB	$6.05
TFCA	$0.86
Local	$0.23
Private	$1.00
Total Funding (Millions)	**$11.60**
Total Funding Shortfall (Millions)	**-**

C-11D IRON HORSE TRAIL

TVTC Project Sponsor: Livermore

Project Description: This project will extend existing trail and provide gap closures.

Status: Feasibility Study/Environmental Complete

Cost and Funding Sources

Cost (Millions)	**$26.99**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$26.99**

C-11E IRON HORSE TRAIL TO SHADOW CLIFFS CONNECTION

TVTC Project Sponsor: Pleasanton, Alameda County

Project Description: Currently, the Iron Horse Trail (IHT) ends as a narrow-paved path to the overcrossing bridge of the regional railway on the east side of Valley Avenue, where there is a flat, paved spaced under the railroad bridge that could accommodate the trail.

This project would construct a continuous Class I trail, at least 10 feet wide, and would include protected intersection improvements and additional crossing improvements of Valley/Bernal and Stanley to improve pedestrian and bicyclist safety.

Status: This project has not started.

Cost and Funding Sources

Cost (Millions)	**$1.65**
Funding (Millions)	
Pleasanton TIF	$0.60
Direct Developer Fee	$0.75
Total Funding (Millions)	**$1.35**
Total Funding Shortfall (Millions)	**$0.30**

C-11F IRON HORSE TRAIL CONNECTION IMPROVEMENTS AT SANTA RITA ROAD

TVTC Project Sponsor: Pleasanton

Project Description: The Iron Horse Trail (IHT) is a major north-south regional route for bicyclists and cyclists. The Arroyo Mocho Trail (AMT) is an important east-west route for bicyclists and pedestrians extending to Livermore that bypasses many busy streets.

This project would improve connections from the IHT on Santa Rita Road to the AMT. The AMT would receive an improved Class I Pathway. A new pedestrian bridge would be constructed over the Arroyo Mocho to connect the southern Arroyo Mocho Class I pathway to the IHT to the north. The IHT then connects to the north and provides access to the Dublin/Pleasanton BART station.

Status: This project has not started. TBD

Cost and Funding Sources

Cost (Millions)	**$0.87**
Funding (Millions)	
Pleasanton TIF	$0.40
Total Funding (Millions)	**$0.40**
Total Funding Shortfall (Millions)	**$0.48**

C-11G IRON HORSE TRAIL BICYCLE/PEDESTRIAN OVERCROSSING – TOWN OF DANVILLE

TVTC Project Sponsor: Danville/CCC/CCTA

Project Description: The Iron Horse Trail (IHT) is an 18-mile regional non-motorized trail that runs north/south through the San Ramon Valley providing critical access to adjacent land uses. The construction of overcrossings at key locations will develop attractive travel alternatives for congestion relief for commute trips as well as better facilities for school, shopping, and recreations trips. For the scope of this project, the proposed overcrossing location is Bollinger Canyon Road. At this location, the overcrossing will provide substantial benefits including:

1. Improve safety by eliminating conflicts between pedestrians, bicyclists, and motorists;
2. Improve motor vehicle circulation by removing the at-grade crossings;
3. Reduce and eliminate unsafe crossing maneuvers by pedestrians and bicyclists;
4. Enhance safety by providing an environment that encourages walking and bicycling along the Iron Horse Regional Trail; and
5. Increase trail usage by improving the connectivity at the Bollinger Canyon Road and Crow Canyon Road crossings.

Status: PSR (Feasibility Study) completed. Project will require coordination, permitting, and agreements with Contra Costa County. East Bay Regional Parks Direct and various utilities.

Cost and Funding Sources

Cost (Millions)	**$19.78**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$19.78**

C-11H IRON HORSE TRAIL SYSTEM-WIDE IMPROVEMENTS

TVTC Project Sponsor: Contra Costa County, Town of Danville, City of San Ramon, Alameda County, City of Dublin, City of Livermore, and City of Pleasanton

Project Description: As the primary regional multi-modal corridor between Contra Costa and Alameda County, the Iron Horse Trail is the spine for active modes of travel in the East Bay. The proposed project for the Iron Horse Trail includes safety, operational, and capacity improvements within the TVTC boundary from Alamo to Livermore. The proposed project and associated cost estimate includes safety improvements at roadway crossings, a proposed parallel path to separate users according to speed, and a buffer between users traveling at high or low speed. The improvements would include features such as passive detection at road crossings, actuated flashers or warning signals at roadway crossings, high visibility markings, minor grading, construction of a new 10 foot wide parallel asphalt path with shoulders, and a buffer between high and low speed corridors which may include vegetation or fencing to maintain safe separation. Other safety improvements may be necessary to fit site conditions and as determined through additional study.

Separated grade crossings or bridges that have already been identified as critical for improved vehicle traffic flow at current at grade crossings and to improve safety for trail users are listed as separate projects

within the TVTC program. The cost and context for each bridge site warrants a specific project identification rather than to be included within the system-wide improvements under this project.

Status: A phasing plan has not yet been developed.

Cost and Funding Sources:

Cost (Millions)	**$85.60**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$85.60**

C-12 I-680 INTERCHANGE IMPROVEMENTS AT HACIENDA DRIVE

TVTC Project Sponsor: Dublin and Pleasanton

Project Description: Implement I-580 Hacienda Drive Interchange Improvements, which includes reconstructing the overcrossing to add lanes.

I-580/Hacienda Drive interchange Improvements will include; reconstruction of overcrossing to provide additional northbound lane; widening of the eastbound off-ramp to include an additional lane to be used as a combined left and right turn lane; modifying signal and striping, modifying the westbound loop on-ramp; and widening of the westbound off-ramp to include a third left-turn lane.

Status: The project is currently in Preliminary Engineering phase and an EIR is currently underway.

Cost and Funding Sources

Cost (Millions)	**$39.13**
Funding (Millions)	
Dublin TIF	$4.95
Pleasanton TIF	$0.04
Total Funding (Millions)	**$4.63**
Total Funding Shortfall (Millions)	**$34.50**

C-13 FALLON/EL CHARRO INTERCHANGE

TVTC Project Sponsor: Pleasanton, Dublin, Livermore

Project Description: I-580/El Charro Road Interchange Improvements (Phase 2): reconstruction of overcrossing to provide four-lanes in each direction with bike lanes; reconstruction of the southbound to eastbound loop on-ramp; widening of the eastbound off-ramp to provide two exit lanes with two left turn and two right tum lanes; widening of the eastbound on-ramp; widening of the westbound off-ramp to provide two left tum and two right tum lanes; and widening of the westbound on-ramp.

Status: The project has not yet started.

Cost and Funding Sources

Cost (Millions)	**$34.51**
Funding (Millions)	
Dublin TIF	$4.05
Pleasanton TIF	$4.10
Livermore TIF	$6.40
Total Funding (Millions)	**$14.55**
Total Funding Shortfall (Millions)	**$19.96**

C-14 VALLEY LINK RAIL (PHASE 1)

TVTC Project Sponsor: Pleasanton, Dublin, Livermore, Alameda County

Project Description: This project will connect Northern San Joaquin County communities to the Tri-Valley and Bay Area Rapid Transit (BART) through 41 miles of rail and 7 stations. The project will extend from the planned ACE N. Lathrop Station in the San Joaquin Valley through the Altamont Pass, then readily connect with the Dublin/Pleasanton BART terminus. The TVTDF would go towards construction cost and access improvement for three stations in Tri-Valley Area (Dublin/Pleasanton, Isabel, and Greenville).

Status: 2018-2020 Design/Environmental, 2019-2023 Procurement, 2020-2026 Design/Construction.

Cost and Funding Sources:

Cost (Millions)	**$258.25**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$258.25**

C-15 TECHNOLOGY ENHANCEMENTS

TVTC Project Sponsor: Pleasanton, Dublin, Livermore

Project Description: Provide connectivity for transit and vehicles between local arterials and regional facilities. This project will also focus on the first and last mile connectivity at key transit hubs and along major transit routes.

A. Support expansion and facilitate interoperability among partner agencies of existing and future intelligent transportation system deployments, including connected/autonomous vehicles, integrated corridor management, transit vehicle operations, and emergency vehicle operations, among other uses.
B. Plan and implement connected and autonomous vehicle access in a seamless manner across Tri-Valley jurisdictions' boundaries including arterial access to freeways. This requires a continued emphasis on sharing communication infrastructure, field equipment at jurisdictional boundaries, and data.
C. Update the existing communication links and enhance the existing connectivity of all Tri-Valley Traffic Operations Centers for on-going data and communication sharing.

D. Prepare corridors around transit centers and BART stations to implement Shared Autonomous Vehicles (SAVs) to improve transit connectivity to shift travelers from Single Occupancy Vehicles (SOVs) to transit.
E. Prepare intersections around transit center and ABRT stations to accommodate the evolution of Connected Vehicle applications and Autonomous Vehicle technologies for improved traffic flow by building new and upgraded vehicle-to-infrastructure and vehicle-to-vehicle communications.
F. Test and develop standard/protocol at the intersections, through existing and new Vehicle-to-Everything (V2X) and Vehicle-to-Infrastructure (V2I) technologies as a regional standard to be adopted by the local agencies among the Tri-Valley Jurisdictions. These technologies will allow a vehicle to communicate in real time with its surroundings.
G. Work with regional agencies in incorporating signal and vehicle communications in day to day operations. This would include sharing of equipment and data for seamless integration of connected and autonomous vehicle access across Tri-Valley Jurisdictions and freeway infrastructure including express lanes.

The project will be implemented in phases. Phase 1 of the proposed project will comprise of a feasibility study to identify potential locations, improvements, and develop cost estimates at key transit hubs, along major transit routes, and at freeway access locations in tri-valley area. Phase 2 of the project will further the development of the project with completion of design and Phase 3 will compete the construction/implementation and operation of the proposed project.

Status: The project is currently not yet started.

Cost and Funding Sources

Cost (Millions)	**$0.33**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$0.33**

C-16 I-680 EXPRESS BUS SERVICE

TVTC Project Sponsor: Alameda CTC, in partnership with CCTA

Project Description: This project proposes to construct capital improvements and purchase buses in order to establish an express bus service on I-680. This project requires the construction of the I-680 Express Lane Gap Closure project, closing the gap in the express lanes between Alcosta Blvd and State Route 84, in order to utilize the express lanes to avoid congestion, reduce travel time, and improve reliably, as part of an express bus service between the Tri-Valley communities and Silicon Valley. This express bus service would likely be combined with and become part of similar efforts by Contra Costa Transportation Authority (CCTA) and their Innovate 680 program, with the intent to serve the entire I-680 corridor extending from Martinez to San Jose, utilizing buses to provide access to additional commute options, including BART, Amtrak, Caltrain, VTA light rail, local bus service, and Greyhound, for those living along the corridor.

The service would operate weekdays only, with proposed 20-minute headways during peak periods and one-hour headways during off-peak hours. The service would be bi-directional to avoid substantial deadhead time and to maintain a high level of service. New electric buses would be purchased as part of this project.

The project proposes to place express bus stops in the Tri-Valley area at the West Dublin/Pleasanton BART Station and at a future park and ride to be constructed at the Bernal Avenue interchange in Pleasanton. Understanding that the express buses must merge across all lanes of traffic to access the express lane, these stop locations are spaced to efficiently serve the Tri-Valley area while also maximizing the express lane distance the bus is able to utilize in-between bus stops.

The estimated costs below assume that at each bus stop location there would be construction of roadway and bus stop improvements, including installation of transit amenities such as shelters, bike lockers, lighting, and real time information signs.

Status: A project schedule has not yet been developed.

Cost and Funding Sources:

Cost (Millions)	**$59.35**
Funding (Millions)	$0.00
Total Funding (Millions)	**$0.00**
Total Funding Shortfall (Millions)	**$59.35**

APPENDIX C – PROJECT IMPROVEMENT CATEGORIES

	Project	Improvement Category*
A-2a	State Route 84 (SR 84) Expressway (I-580 to I-680)	Roadway Capacity
A-2b	SR 84/I-580 Interchange	Roadway Capacity
A-9a	Crow Canyon Road Improvements Phase 1	Safety
A-9b	Crow Canyon Road Improvements Phase 2	Safety
A-10a	Vasco Road Safety Improvements Phase 1	Safety
A-10b	Vasco Road Safety Improvements Phase 2	Safety
A-11	Express Bus/Bus Rapid Transit (BRT) – Phase 2	Safety
B-1	I-580/I-680 Interchange (westbound to southbound)	Roadway Capacity
B-3	I-580/First Street Interchange Modification	Roadway Capacity
B-4	I-580/Vasco Road Interchange Modification	Roadway Capacity
B-5	I-580/Greenville Road Interchange Modification	Roadway Capacity
B-6	Jack London Boulevard Extension	Roadway Capacity
B-7	El Charro Road Extension (Stoneridge Drive/Jack London Boulevard to Stanley Boulevard)	Roadway Capacity
B-8	Camino Tassajara/Tassajara Road Widening Project (East of Blackhawk Drive to North Dublin Ranch Drive)	Roadway Capacity Safety
B-10	I-680 Southbound HOV Lane Gap Closure (North Main Street to Rudgear Road)	Roadway Capacity
B-11b	I-680 Transit Corridor Improvements	Transit
C-1	Tesla Road Safety Improvements	Safety
C-2	Norris Canyon Road Safety Improvement	Safety
C-3	Dublin Boulevard – North Canyons Parkway Extensions	Roadway Capacity
C-4	Vasco Road at Dalton Avenue Intersection Improvements	Intersection
C-5	El Charro Road Widening	Roadway Capacity
C-6	Sunol/680 Interchange Improvements	Roadway Capacity
C-7	I-680 Express Lanes – Hwy 84 to Alcosta	Roadway Capacity
C-8	Santa Rita/I-580 Interchange	Intersection
C-9	Stoneridge/I-680 Interchange	Roadway Capacity
C-10	Innovate 680	Technology
C-11a	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Bollinger Canyon Road	Pedestrian/Bicycle
C-11b	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Crow Canyon Road	Pedestrian/Bicycle
C-11c	Iron Horse Trail – Dublin	Pedestrian/Bicycle
C-11d	Iron Horse Trail – Livermore	Pedestrian/Bicycle
C-11e	Iron Horse Trail to Shadow Cliffs	Pedestrian/Bicycle
C-11f	Iron House Trail Connection Improvements at Santa Rita Road	Pedestrian/Bicycle
C-11g	Iron Horse Trail Bicycle/Pedestrian Overcrossing – Sycamore Valley Road	Pedestrian/Bicycle

	Project	Improvement Category*
C-11h	Iron Horse Trail Safety Improvements	Pedestrian/Bicycle
C-12	Hacienda/I-580 Interchange Improvements	Roadway Capacity
C-13	Fallon/El Charro Interchange Improvements	Roadway Capacity
C-14	Valley Link Rail (Phase 1)	Transit
C-15	Technology Enhancements	Technology
C-16	I-680 Express Bus Service	Transit

Note: Table only includes projects that have not been fully completed.

* Improvement category used to determine project benefit for Nexus. Projects may also project additional benefits to the system.

Exhibit B to Resolution
AB 602 Supplemental Analysis

MEMORANDUM

To: Tri-Valley Transportation Council Technical Advisory Committee (TVTC TAC)

From: Michael Schmitt, AICP CTP, PTP, RSP[1]
Elizabeth Chau, P.E.

Date: May 5, 2022

Subject: TVTC SEP 2021 Update – AB 602 Supplemental Analysis

As the 2020 TVTC Nexus Study was adopted in August of 2021, prior to the implementation of Assembly Bill 602 (AB 602), the Nexus Study and its resultant fee program is not subject to its requirements. However, TVTC has undertaken this supplemental analysis to guide future analysis requirements and to help inform the TVTC how AB 602 may impact the program when the next Nexus Study update[1] is completed. This analysis was approved by TVTC Board on April 18, 2022.

Background

Assembly Bill 602 (AB 602)

Assembly Bill 602 was approved and signed into law on September 28, 2021. Among other things, this bill requires that impact fee nexus studies adopted on and after January 1, 2022 must, as appropriate, identify the existing level of service, the new level of service, and include an explanation as to why the new level of service is necessary for each public facility included in an impact fee program. It should be noted that the basis for the required level of service analyses is not specifically defined in AB 602 and that as a practical matter, level of service methods applied to various public facilities need to vary depending on the type of facility being analyzed and the information available.

AB 602 also requires that studies adopted after July 1, 2022 either calculate a fee levied or imposed on a housing development project proportionately to the square footage of the proposed units, or make specified findings explaining why square footage is not an appropriate metric to calculate the fee.

2020 Nexus Study

The performance analysis conducted in support of the 2020 TVTC Nexus Study analyzed the benefits of proposed projects in the aggregate based on specific improvement categories. This aggregate approach is an industry-accepted method when evaluating project impacts on a regional, system-wide basis. This method is especially appropriate where a fee program is targeted to regional improvements, as is the case with TVTC's fee program. These categories included roadway capacity, transit, safety, pedestrian/bicycle, intersection, and technology. Since these improvement

[1] The next nexus study is required to be completed within 8 years (2029).

categories improve different aspects of the transportation system, differing methodologies and measures of effectiveness (MOEs) were necessary to appropriately evaluate their anticipated benefit to the transportation system. It should be noted that some projects have multiple beneficial project elements and thus could be analyzed using more than one analysis technique (i.e., a project can have both a congestion benefit and a safety benefit). However, for the purposes of this analysis, project analysis was limited to the basis which best reflects the primary benefit and/or purpose of the project.

Level of Service Analysis

Methodology

Table 1 summarizes the methodology and measure of effectiveness (MOE) that was used to evaluate existing and future conditions for public facilities included within the 2020 TVTC Nexus Study. As described in the prior section, the methodology and MOE selected were dependent on the type of public facility being analyzed and the data available.

Table 1: Methodology and Measure of Effectiveness

Improvement Type	Facility Type	Methodology	Measure of Effectiveness
Roadway Capacity	Freeway	HCM Freeway	LOS (Density)
	State Route	HCM Highway	LOS (Density)
	Arterial	ACTC Roadway Segment	LOS (V/C)
	Interchanges	HCM Intersection	LOS (Delay)
Transit	All Facility Type	TCQSM	Service Frequency LOS
Safety	All Facility Type	HSM Safety Performance Functions	Crash Rate
Pedestrian/ Bicycle	All Facility Type	Montgomery County Level of Traffic Stress	Level of Traffic Stress (LTS)
Intersection	-	HCM Intersection	LOS (Delay)
Technology	All Facility Type	Qualitative Assessment	Resultant Delay/Congestion Reduction

Note: HCM = Highway Capacity Manual, ACTC = Alameda County Transportation Commission, LOS = Level of Service, TCQSM = Transit Quality of Service Manual, HSM = Highway Safety Manual

Roadway Capacity

Analysis of roadway capacity projects was completed based on the HCM concept of Level of Service (LOS). The HCM LOS for a roadway facility is a qualitative measure used to describe operational conditions. LOS ranges from LOS A (free flow traffic with minimal delay) to LOS F (heavy congestion operating near or over capacity). As discussed in the following sections, Freeway, State Route, and Interchange projects were evaluated using methodologies defined in the HCM 6th Edition, while arterial roadway analyses were completed based on a volume/capacity (V/C) methodology commonly applied for project analyses undertaken by the Alameda County Transportation Commission (ACTC).

For existing conditions, AM (7-9) and PM (4-6) peak period traffic volumes were obtained from the Caltrans Traffic Census Program[2] or recent publicly accessible traffic studies conducted within the Tri-Valley area. These traffic counts were then evaluated to determine the highest AM and PM peak hours of traffic which is the basis of the analysis contained herein. Future 2040 No Build and 2040 Build peak hour volumes were developed using post-processed data from a version of the CCTA travel demand model updated to reflect input from the TVTC member jurisdictions. Further information on the travel demand model's development is provided within the 2020 TVTC Nexus Study. Generally speaking, forecast volumes were developed using the "difference method", which involves adding forecasted traffic growth (future minus existing estimated traffic volumes from the travel demand model) to an existing count.

In cases where a project is proposing a new roadway segment (C-4 Dublin Boulevard – North Canyons Parkway Extension and C-5 El Charro Road Widening), a parallel roadway segment was used as the basis for evaluating project need.

A minimum level of service standard of LOS F was used for roadway analyses.

Freeway

Freeway facilities were analyzed using the HCM 6th edition methodology for basic freeway segments. As shown in **Table 2**, LOS is determined based on the density of traffic flow.

Table 2: Freeway Facility Level of Service Criteria

Level of Service (LOS)	Density (pc/mi/ln)
A	≤ 11
B	> 11 – 18
C	> 18 – 26
D	> 26 – 35
E	> 35 – 45
F	> 45 or v/c > 1.0

pc/mi/ln = passenger car per mile per lane; v/c = volume-to-capacity
Source: *Highway Capacity Manual*, 6th Edition

State Route

State Route facilities were analyzed using the HCM 6th edition methodology for multi-lane roadway segments. As shown in **Table 3**, LOS is determined based on density of traffic flow.

[2] Caltrans, https://dot.ca.gov/programs/traffic-operations/census, Accessed March 2022.

Table 3: Multilane Level of Service Criteria

Level of Service (LOS)	Density (pc/mi/ln)			
	FFS: 45 mph	FFS: 50 mph	FFS: 55 mph	FFS: 60 mph
A	≤ 11	≤ 11	≤ 11	≤ 11
B	> 11 – 18	> 11 – 18	> 11 – 18	> 11 – 18
C	> 18 – 26	> 18 – 26	> 18 – 26	> 18 – 26
D	> 26 – 35	> 26 – 35	> 26 – 35	> 26 – 35
E	> 35 – 45	> 35 – 43	> 35 – 41	> 35 – 40
F	> 45	> 43	> 41	> 40

Source: *Highway Capacity Manual*, 6th Edition

Arterial

Alameda County Transportation Commission (ACTC) and Contra Costa Transportation Authority (CCTA) evaluate arterials using different methodologies. ACTC's methodology is based on volume-to-capacity (v/c) ratios while CCTA evaluates arterials based on intersection level of service. This analysis was evaluated based on the ACTC methodology given the nature of the analysis requirements. During the design phase of a project, it is anticipated that more detailed operational analysis will be completed.

Arterial level of service analysis assumed a per-lane capacity of 800 vehicles per hour. The LOS criteria shown in **Table 4**.

Table 4: ACTC Rodway Segment Level of Service Criteria

Level of Service (LOS)	V/C
A	0.35
B	0.58
C	0.75
D	0.90
E	1.00
F	> 1.00

Source: *Alameda Congestion Management Program 2019*

Interchange

Interchanges were analyzed based on HCM intersection methodologies. The basis of the LOS criteria is shown in **Table 5**.

Table 5: Intersection Level of Service Criteria

Level of Service (LOS)	Signalized Delay (sec/veh)	Unsignalized[1] Delay (sec/veh)
A	≤ 10	≤ 10
B	> 10.0 – 20.0	> 10.0 – 15.0
C	> 20.0 – 35.0	> 15.0 – 25.0
D	> 35.0 – 55.0	> 25.0 – 35.0
E	> 55.0 – 80.0	> 35.0 – 50.0
F	> 80.0	> 50.0

[1] For All-way stop-control intersection (AWSC), LOS is defined based on average intersection delay. For side-street stop-controlled intersections (SSSC), LOS is defined based on the worst movement delay.
Source: *Highway Capacity Manual*, 6th Edition

Transit

Transit projects were evaluated based on service frequency LOS from the *Transit Capacity and Quality of Service Manual* (TCQSM) under which LOS criteria varies depending on the type of transit service. As shown in **Table 6**, LOS for urban scheduled transit service[3] is determined on headway or the time between buses/trains. For intercity schedule transit services, commuter or express buses, LOS is determined on the number of trips provided each day.

For this analysis, all transit projects were evaluated on the basis of the urban scheduled transit service LOS criterion as the projects are anticipated to operate throughout the day on a fixed schedule. A level of service standard of LOS F was used for this analysis. In addition, other benefits such as increases in ridership, as well as resultant system-wide VMT reductions may also be evaluated.

Safety

The number of crashes per million vehicle miles travelled (crash/M-VMT) were calculated for the project segment based on the observed number of crashes within 5 years. The number of crashes for the future no build conditions were estimated based on the Safety Performance Functions (SPF) described in Highway Safety Manual (HSM) 2010. SPFs are regression equations that estimate the average crash frequency for a specific site type as a function of annual average daily traffic and the segment length. The reduction in crashes in the Future 2040 Build scenario were calculated by applying Crash Modification Factors (CMF) based on proposed safety improvements for each project.

For the purposes of this study and based on the observed data reviewed, a threshold designation was established for crashes per million-VMT of more than 1.

[3] Urban schedule transit service includes all scheduled service within a city, as well as service between cities within a larger metropolitan area.

Table 6: Transit Level of Service Criteria

Level of Service (LOS)	Urban Scheduled Transit Service		Intercity Scheduled Transit Service
	Headway (min)	Veh/hr	Trips/Day
A	< 10	> 6	> 15
B	10-14	5-6	12-15
C	15-20	3-4	8-11
D	21-30	2	4-7
E	31-60	1	2-3
F	> 60	< 1	0-1

Source: *Transit Capacity and Quality of Service Manual*

Pedestrian / Bicycle

Pedestrian / Bicycle improvements were evaluated using the modified level of traffic stress (LTS) methodology used in the Montgomery County Bicycle Master Plan[4] in Maryland. This methodology is based on the original LTS methodology developed in 2012 by the Mineta Transportation Institute and San Jose State University[5]. Both methodologies assign a traffic stress level base on street/traffic attributes (e.g. traffic speed, traffic volume, number of lanes, etc.). As shown in **Table 7**, the original LTS has four stress levels, while the Montgomery County methodology provides three additional stress levels. The Montgomery County methodology also includes criteria for separated bikeways, two-lane roads, and industrial streets. For the purpose of this analysis, a threshold of LTS 4 was used.

Table 7: Level of Traffic Stress (LTS) categories

Original LTS	Montgomery County LTS
LTS 1 – Very Low	LTS 0 – None
	LTS 1 – Very Low
LTS 2 – Low	LTS 2 – Low
LTS 3 – Moderate	LTS 2.5 – Moderate Low
	LTS 3 – Moderate High
LTS 4- High	LTS 4 – High
	LTS 5 – Very High

Source: Montgomery County, MD. *The Bicycle Master Plan Appendix D*, 2018

[4] Montgomery County, MD *The Bicycle Master Plan Appendix D*, 2018
[5] Mekuria, Maaza, Peter G. Furth, and Hilary Nixon, Low-Stress Bicycling and Network Connectivity, San Jose, CA: Mineta Transportation Institute, 2012

Crossings were evaluated based on the criteria summarized in **Table 8**, which is based on posted speed limit, if there is a median refuge, and the number of lanes of the street being crossed.

Table 8: Level of Traffic Stress Criteria - Crossing

Posted Speed Limit on Street being Crossed (mph)	# Lanes of Street Being Crossed					
	No Median Refuge			Median Refuge (≥ 6 ft wide)		
	2-3	4-5	6+	2-3	4-5	6+
≤ 25	LTS 1	LTS 2	LTS 4	LTS 1	LTS 1	LTS 2
30	LTS 2	LTS 2.5	LTS 4	LTS 1	LTS 2	LTS 2.5
35	LTS 2.5	LTS 3	LTS 4	LTS 1	LTS 2.5	LTS 3
≥ 40	LTS 3	LTS 4	LTS 4	LTS 2	LTS 2.5	LTS 4

Source: Montgomery County, MD. *The Bicycle Master Plan Appendix D*, 2018

Segments were evaluated based on criteria summarized in **Table 9,** which is based on posted speed limit and the type of buffer between the shared path and adjacent roadways.

Table 9: Level of Traffic Stress Criteria - Segment

Posted Speed Limit (mph)	Shared Use Path		
	Side path w/ Buffer < 5ft (and no railing OR many driveways)	Side path w/ Buffer ≥ 5ft (and no railing OR many driveways)	Independent Right-of-Way
≤ 25	LTS 1[A] or LTS 2	LTS 1	LTS 0
30	LTS 1[A] or LTS 2	LTS 1	LTS 0
35	LTS 1[A] or LTS 2	LTS 1	LTS 0
40	LTS 2	LTS 1[B] or LTS 2	LTS 0
≥ 45	LTS 2	LTS 1[B] or LTS 2	LTS 0

Note:
[A] LTS 1 is given if the road is residential and buffer is at last 5 feet wide.
[B] LTS 1 is given if the buffer is wide.
Source: Montgomery County, MD. *The Bicycle Master Plan Appendix D*, 2018

Intersection

Intersection improvements were evaluated using the HCM intersection methodology. As shown in **Table 5**, intersection LOS is based on delay. Existing AM (7-9) and PM (4-6) traffic volumes were obtained from recent publicly accessible traffic studies. Future 2040 No Build and 2040 Build volumes were developed based on the "difference method" previously described. A level of service standard of LOS F was used for this analysis.

Technology

Technology projects included in the 2020 TVTC Nexus Study include studies to evaluate and identify potential technology-based solutions. Since these are studies and not public facilities, no MOE or

thresholds were established at this time. AB 602 acknowledges that level of service analysis is not possible for certain types of projects. However, a qualitative assessment was conducted to determine how the technology being studies may result in delay or congestion reduction to offset the impacts related to future growth.

Results

This section presents a summary of results for each project.

Roadway Capacity

Freeway

Freeway analysis was used to evaluate the following projects:

- B-1 I-580/I-680 Interchange (westbound to southbound)
- C-3 Dublin Boulevard – North Canyons Parkway Extensions
- C-7 I-680 Express Lanes – Hwy 84 to Alcosta

Project B-1 evaluated multiple segments along I-580 and I-680. In the existing conditions, these segments operated at LOS D or LOS F. Even though some segments continue to operate at LOS F with the Project in 2040, there will be a reduction in volume-to-capacity ratio (v/c).

Even though **Project C-3** is a local roadway, the I-580 segment between Fallon Road and Airway Boulevard was analyzed because the Dublin Boulevard-North Canyon Parkway extension would divert local traffic from this freeway segment. In existing condition, the I-580 segment between Fallon Road and Airway Boulevard operates at an unacceptable LOS F. Even though some segments continue to operate at LOS F with the Project in 2040, there will be a reduction in v/c.

For **Project C-7**, future development will increase congestion along I-680 and will improve with the construction of the project.

State Route

State Route analysis was used to evaluate the state route portion (SR-84/Isabella Avenue) of **Projects A-2b SR 84/I-580 Interchange**. Future development will change the LOS from LOS B or better in existing condition to LOS C through LOS E in 2040 No Build condition. Project A-2b will improve LOS to LOS B or better.

Arterial

Arterial analysis was used to evaluate the following projects:

- A-2b SR 84/I-580 Interchange
- B-6 Jack London Boulevard Extension
- C-5 Camino Tassajara/Tassajara Road Widening Project (East of Blackhawk Drive to North Dublin Ranch Drive)
- Roadway capacity portion of Project B-8 El Charro Road Widening

Project A-2b evaluated Portola Avenue along the I-580 overpass. This segment operates at LOS F in existing and 2040 No Build conditions. Project A-2b will improve operations to acceptable levels of service.

Project B-6 evaluated Jack London Boulevard, east of El Charro Road. This segment operates at LOS F in the existing and 2040 No Build conditions. With the project, Jack London Boulevard may continue to operate at LOS F; however, there will be a reduction in v/c.

For Project B-8, future development will increase congestion along Camino Tassajara and will cause the roadway to operation at LOS F in 2040 No Build conditions. Project B-8 will improve operations to acceptable levels.

Since **Project C-5** will extend El Charro Road south of Stoneridge Road/Jack London Boulevard, a parallel route along Santa Rita Road was analyzed. Future development will increase congestion along Santa Rita Road and will cause the roadway to operate at LOS F. Project C-5 will improve operations to acceptable levels.

Interchange

Interchange analysis was used to evaluate the following projects:

- B-3 I-580/First Street Interchange Modification
- B-4 I-580/Vasco Road Interchange Modification
- B-5 I-580/Greenville Road Interchange Modification
- C-6 Sunol/680 Interchange Improvements
- C-9 Stoneridge/I-680 Interchange
- C-12 Hacienda/I-580 Interchange Improvements
- C-13 Fallon/El Charro Interchange Improvements

For **Project B-3**, the I-580/First Street interchange operates at LOS C or better in the existing condition. Future development will increase the delay at the interchange. Project B-3 will reduce delay compared to 2040 No Build conditions.

For **Project B-4**, the I-580/Vasco Road interchange operates at LOS E or better in the existing condition. Future development will cause this interchange to operation at LOS F in the PM peak. Project B-4 will improve operations to acceptable levels of LOS C or better.

For **Project B-5**, the I-580/Greenville Road interchange operates at LOS E or better in the existing condition. Future development will cause this interchange to operate at LOS F in PM peak. Project B-5 will improve operations to acceptable levels of LOS E or better.

For **Project C-6**, the I-680/Sunol Boulevard interchange operate at LOS F in the existing and 2040 No Build conditions. Project C-6 will improve operations to acceptable levels of LOS B or better.

For **Project C-9**, the I-680/Stoneridge Drive interchange operates at LOS B in the existing condition. Future development will increase delay at the interchange. Project C-9 will reduce delay compared to 2040 No Build conditions.

For **Project C-12**, the I-580/Hacienda Drive interchange operates at LOS C or better in the existing condition. Future development will increase delay at the interchange. Project C-12 will improve operations compared to 2040 No Build conditions.

For **Project C-13**, the I-580/Fallon Road interchange operates at LOS A or better in the existing condition. Future development will increase delay at the interchange. Project C-13 will improve operations compared to 2040 No Build conditions.

Transit

Transit projects include the following projects:

- A-11 Express Bus/Bus Rapid Transit (BRT) – Phase 2
- C-14 Valley Link Rail (Phase 1
- C-16 I-680 Express Bus Service

For **Project A-11**, both 10R and 30R routes have 15-minute headways (LOS C) in the existing condition. Without the improvements proposed in Project A-11, congestion from future development may increase the headway for these routes. Improvements proposed in Project A-11, such as transit signal priority, queue jumps, dedicated travel lanes may allow 10R and 30R to operate more quickly and efficiently.

Project C-14 would construct new stations and a transit line, so there is no LOS for existing or 2040 No Project conditions. It is anticipated that Valley Link would operate on similar headways as BART which is 15 minutes in the AM peak and 20 minutes in the PM peak, which equates to LOS C. In addition, the Valley Link EIR reports a 0.3% reduction in average weekday VMT between No Build and Build condition.

Project C-16 would establish a new express bus service, so there is no LOS for existing or 2040 No Project conditions. It is currently proposed that the bus would run on 20-minute headways during the peak period, which equates to LOS C.

Safety

Safety analysis evaluate the following projects:

- A-9a Crow Canyon Road Improvements Phase 1
- A-9b Crow Canyon Road Improvements Phase 2
- A-10a Vasco Road Safety Improvements Phase 1
- A-10b Vasco Road Safety Improvements Phase 2
- C-1 Tesla Road Safety Improvements
- C-2 Norris Canyon Road Safety Improvement

- Safety component for Project B-8 Camino Tassajara/Tassajara Road Widening Project (East of Blackhawk Drive to North Dublin Ranch Drive)

Project A-9a and **A-9b** were analyzed together because both projects are difference project phases within the same project limits. In existing conditions, the project segment along Crow Canyon has a crash rate of 0.59 and future development is anticipated to increase the crash rate to 0.62. It is anticipated that the safety improvements proposed in Projects A-9a and A-9b will reduce the crash rate to 0.06.

Project A-10a and **A-10b** were analyzed together because both projects are difference project phases within the same project limits. In existing conditions, the project segment along Vasco Road has a crash rate of 0.68 and future development is anticipated to increase the crash rate to 0.98. It is anticipated that the safety improvements proposed in Projects A-10a and A-10b will reduce the crash rate to 0.53.

For **Project B-8**, the project segment along Camino Tassajara/Tassajara Road has a crash rate of 0.83 in the existing condition and future development is anticipated to increase the crash rate over the threshold to 1.04. It is anticipated that the safety improvements proposed in Projects C-1 will reduce the crash rate to 0.76.

For **Project C-1**, the project segment along Tesla Road has a crash rate of 0.86 in the existing condition and future development is anticipated increase the crash rate over the threshold to 1.11. It is anticipated that the safety improvements proposed in Projects C-1 will reduce the crash rate to 0.62.

For **Project C-2**, the project segment along Norris Canyon Road exceeds the crash rate threshold in the existing condition with a rate of 1.20. Future development is anticipated to increase the rate to 1.63. It is anticipated that the safety improvements proposed in Projects C-2 will reduce the crash rate to 0.20.

Pedestrian / Bicycle

Pedestrian / Bicycle analysis was conducted for all of the Iron Horse Trail projects which include the following:

- C-11a Iron Horse Trail Bicycle-Pedestrian Overcrossing – Bollinger Canyon Road
- C-11b Iron Horse Trail Bicycle-Pedestrian Overcrossing – Crow Canyon Road
- C-11c Iron Horse Trail – Dublin
- C-11d Iron Horse Trail – Livermore
- C-11e Iron Horse Trail to Shadow Cliffs
- C-11f Iron House Trail Connection Improvements at Santa Rita Road
- C-11g Iron Horse Trail Bicycle/Pedestrian Overcrossing – Sycamore Valley Road
- C-11h Iron Horse Trail System-wide Improvements

The crossing at Bollinger Canyon Road (**Project C-11a)** has a LTS of 4 in the existing condition . The crossing will continue to have a LTS of 4 in the future conditions. Project C-11a will construct an overcrossing which will improve the LTS to LTS 0.

The crossing at Crow Canyon Road (**Project C-11b)** has a LTS of 4 in the existing condition. The crossing will continue to have a LTS of 4 in the future conditions. Project C-11b will construct an overcrossing which will improve the LTS to LTS 0.

The crossing at Dublin Road (**Project C-11c)** has a LTS of 4 in the existing condition. The crossing will continue to have a LTS of 4 in the future conditions. Project C-11c will construct an bicycle/pedestrian bridge which will improve the LTS to LTS 0.

Project C-11d will construct new trail segments, so there are no LTS for existing or 2040 No project conditions. Project C-11d will construct LTS 1 trail segment.

Project C-11e will construct new trail segments, so there are no LTS for existing or 2040 No project conditions. Project C-11e will construct LTS 1 trail segment.

Project C-11f will construct new trail segments, so there are no LTS for existing or 2040 No project conditions. Project C-11e will construct LTS 1 trail segment.

The crossing at Sycamore Valley Road (**Project C-11g)** has a LTS of 4 in the existing condition. The crossing will continue to have a LTS of 4 in the future conditions. Project C-11g will construct an overcrossing which will improve the LTS to LTS 0.

Project C-11h will provide system-wide improvements, such as closing existing gaps in the trail system, therefore it was assumed that there is no LTS for existing or 2040 No project conditions. Project C-11h will construct LTS 1 trail segment to fill in existing gaps and other improvements.

Intersection

Intersection analysis evaluate the following projects:

- C-4 Vasco Road at Dalton Avenue Intersection Improvements
- C-8 Santa Rita/I-580 Interchange

Project C-4 evaluated Vasco Road and Dalton Avenue intersection. This intersection operates at LOS F in existing and 2040 No Build conditions. Project C-4 will improve operations to acceptable levels.

Project C-8 evaluated Santa Rita Road and I-580 EB Ramps/Pimilico Drive intersection. This intersection operated at LOS D or better in existing conditions. Future development will increase congestion at this intersection. The project will improve operation compared to 2040 No Build conditions.

Technology

There are two technology projects: C-10 Innovate 680 and C-15 Technology Enhancements. Since these are studies and not public facilities, no MOE or thresholds were established at this time. However, a qualitative assessment was conducted to determine how the technology being studied may result in delay or congestion reductions or other benefits.

Project C-10 Innovate 680 consists of multiple components including transit infrastructure and service improvements, roadway improvements, and technology enhancement, this project has been categorized as a technology improvement because TVTDF funding is being requested only for the Advance Technology component of the project. Other project components are expected to be funded through alternative sources. The Advance Technology component consists of implementing three technology-related strategies to improve operation along the I-680 corridor. Strategies include providing an enhanced 511 mobile app and implementing a shared autonomous vehicles (SAV) program for first and last mile connectivity and access at Mobility Hubs, to shift travel away from single occupant vehicles by providing travelers with better information about mode choice opportunities, resultant travel time, cost per trip, and the availability of transit. Other technology strategies include integrating adaptive ramp metering and/or corridor/incident management systems which can help improve the efficiency and safety of the transportation system.

Project C-15 Technology Enhancements proposes to provide connectivity for transit and vehicles between local arterials and regional facilities. The project is expected to be completed in three phases - Feasibility, Design & Construction. The TVTDF will help fund the feasibility study phase of the study, since the details of the design and construction phase are unknown at this time. The feasibility study will focus on the first and last mile connectivity opportunities at key transit hubs and along major transit routes in the Tri-Valley area. Leveraging existing and emerging technology, such as connected and autonomous vehicles, may help increase safety and mobility for all modes. These technologies may also help with increasing transit ridership or expanding transit service to less-served areas, especially for communities that currently lack service. Given that the resultant projects are intended to offset the impacts of future development, the feasibility study is appropriate to include in the TVTC project list.

AB 602 Proportional Allocation

Future development is responsible for paying for its proportional use of public facilities, rather than the full unfunded cost of projects. Under AB 602s project-specific analysis methods , the proportional allocation of costs for certain projects under the 2020 TVTC Nexus Study would be lower.

$$AB\ 602\ Proportional\ Allocation\ \% = \frac{2040\ No\ Build\ Growth}{Existing\ Volume}$$

AB 602 proportional allocation calculations are included in **Attachment A**.

AB 602 Analysis Maximum Fee Rate

Table 10 presents the AB 602 maximum fee. Historically, TVTC jurisdictions have not applied the maximum fee schedule, therefore **Table 10** also presents the rate being proposed as part of the 2022

SEP update. As shown, in **Table 11**, the proposed 2022 SEP rates are less than the adjusted maximum fee rate under the AB 602 analysis methods. Maximum rate adjustment calculations are included in **Attachment B**.

Table 10: 2020 Nexus Fee Update Study Maximum Fee

Land Use	AB 602 Maximum Fee Rate	2022 SEP Proposed Rates
Single Family (DU)	$18,752	$6,596.40
Multi-Family (DU)	$11,056	$3,889.20
Retail (SF)	$36.04	$5.92
Office (SF)	$25.04	$8.81
Industrial (SF)	$14.42	$4.97
Other (avg AM/PM trips)	$21,679	$6,100.68

DU = Dwelling Units; SF = Square Feet

Attachment A – AB 602 Proportional Allocation Calculations
Attachment B – AB 602 Maximum Rate Adjustment Calculations

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Attachment A – AB 602 Proportional Allocation Calculations

	Project	Methodology	Existing Volume	Future Volume	Growth	AB 602 Proportion Allocation%
A-1	Interstate 580 (I-580)/Interstate 680 (I-680) Interchange (southbound to eastbound)	Project Completed	-	-	-	-
A-2a	State Route 84 (SR 84) Expressway (I-580 to I-680)	Project Fully Funded	-	-	-	-
A-2b	SR 84/I-580 Interchange	Roadway Capacity – State Route Roadway Capacity - Arterial	12,800	22,100	9,300	73%
A-3	I-680 Auxiliary Lanes (Segment 2)	Project Completed	-	-	-	-
A-4	West Dublin/Pleasanton Bay Area Rapid Transit (BART) Station	Project Completed	-	-	-	-
A-5a	I-580 Eastbound Auxiliary Lane	Project Completed	-	-	-	-
A-5b	I-580 High Occupancy Vehicle (HOV) Lane Westbound	Project Completed	-	-	-	-
A-6	I-680 HOV Lanes, SR 84 to Top of Sunol Grade	Project Completed	-	-	-	-
A-7	I-580/Foothill Road/San Ramon Road Interchange Modifications	Project Completed	-	-	-	-
A-8	I-680/Alcosta Boulevard Interchange	Project Completed	-	-	-	-
A-9a	Crow Canyon Road Improvements Phase 1	Safety	-	-	-	100%
A-9b	Crow Canyon Road Improvements Phase 2	Safety	-	-	-	100%
A-10a	Vasco Road Safety Improvements Phase 1	Safety	-	-	-	100%
A-10b	Vasco Road Safety Improvements Phase 2	Safety	-	-	-	100%
A-11	Express Bus/Bus Rapid Transit (BRT) – Phase 2	Transit	-	-	-	100%
B-1	I-580/I-680 Interchange (westbound to southbound)	Roadway Capacity - Freeway	54,000	55,500	1,500	3%
B-2	Fifth Eastbound Lane on I-580 from Santa Rita Road to Vasco Road	Project Completed				-
B-3	I-580/First Street Interchange Modification	Roadway Capacity - Interchange	-	-	-	100%
B-4	I-580/Vasco Road Interchange Modification	Roadway Capacity - Interchange	-	-	-	100%
B-5	I-580/Greenville Road Interchange Modification	Roadway Capacity - Interchange	-	-	-	100%
B-6	Jack London Boulevard Extension	Roadway Capacity - Arterial	3,300	7,600	4,300	100%
B-7	El Charro Road Extension (Stoneridge Drive/Jack London Boulevard to Stanley Boulevard)	Project Removed - Incorporated into Project C-5	-	-	-	-
B-8	Camino Tassajara/Tassajara Road Widening Project (East of Blackhawk Drive to North Dublin Ranch Drive)	Roadway Capacity - Arterial Safety	-	-	-	100%
B-9	Danville Boulevard/Stone Valley Road I-680 Interchange Improvements	Project Completed	-	-	-	-
B-10	I-680 Southbound HOV Lane Gap Closure (North Main Street to Rudgear Road)	Project Completed	-	-	-	-
B-11a	I-680 HOV Direct Access Ramps	Project Removed	-	-	-	-
B-11b	I-680 Transit Corridor Improvements	Project Removed - Incorporated into Project C-10	-	-	-	-
C-1	Tesla Road Safety Improvements	Safety	-	-	-	100%
C-2	Norris Canyon Road Safety Improvement	Safety	-	-	-	99%
C-3	Dublin Boulevard – North Canyons Parkway Extensions	Roadway Capacity - Freeway	28,400	37,700	9,300	33%
C-4	Vasco Road at Dalton Avenue Intersection Improvements	Intersection	4,400	5,500	1,100	25%
C-5	El Charro Road Widening	Roadway Capacity - Arterial	-	-	-	100%
C-6	Sunol/680 Interchange Improvements	Roadway Capacity - Interchange	9,400	11,100	1,700	18%
C-7	I-680 Express Lanes – Hwy 84 to Alcosta	Roadway Capacity - Freeway	-	-	-	100%
C-8	Santa Rita/I-580 Interchange	Intersection	-	-	-	100%
C-9	Stoneridge/I-680 Interchange	Roadway Capacity - Interchange	-	-	-	100%
C-10	Innovate 680	Technology	-	-	-	100%
C-11a	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Bollinger Canyon Road	Pedestrian/Bicycle	5,500	6,000	500	9%
C-11b	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Crow Canyon Road	Pedestrian/Bicycle	5,600	6,400	800	14%
C-11c	Iron Horse Trail – Dublin	Pedestrian/Bicycle	7,600	8,300	700	9%
C-11d	Iron Horse Trail – Livermore	Pedestrian/Bicycle	-	-	-	100%

	Project	Methodology	Existing Volume	Future Volume	Growth	AB 602 Proportion Allocation%
C-11e	Iron Horse Trail to Shadow Cliffs	Pedestrian/Bicycle	-	-	-	100%
C-11f	Iron House Trail Connection Improvements at Santa Rita Road	Pedestrian/Bicycle	-	-	-	100%
C-11g	Iron Horse Trail Bicycle/Pedestrian Overcrossing – Sycamore Valley Road	Pedestrian/Bicycle	4,000	6,000	2,000	50%
C-11h	Iron Horse Trail System-wide Improvements	Pedestrian/Bicycle	-	-	-	100%
C-12	Hacienda/I-580 Interchange Improvements	Roadway Capacity - Interchange	-	-	-	100%
C-13	Fallon/El Charro Interchange Improvements	Roadway Capacity - Interchange	-	-	-	100%
C-14	Valley Link Rail (Phase 1)	Transit	-	-	-	100%
C-15	Technology Enhancements	Technology	-	-	-	100%
C-16	I-680 Express Bus Service	Transit	-	-	-	100%

Note

Project B-6: Growth exceed 100%, therefore AB 602 proportion allocation was assumed to be 100%

Project C-2: Growth is based on the percentages of TVTC road users along project corridor.

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Attachment B – AB 602 Maximum Rate Adjustment Calculations

	Project	Total Cost (2021$ Million)	AB 602 Proportion Allocation%	AB 602 TVTDF Eligible Cost (2021$ Million)*
A-1	Interstate 580 (I-580)/Interstate 680 (I-680) Interchange (southbound to eastbound)	-	-	-
A-2a	State Route 84 (SR 84) Expressway (I-580 to I-680)	$325.40	-	-
A-2b	SR 84/I-580 Interchange	$22.70	73%	$4.58
A-3	I-680 Auxiliary Lanes (Segment 2)	-	-	-
A-4	West Dublin/Pleasanton Bay Area Rapid Transit (BART) Station	-	-	-
A-5a	I-580 Eastbound Auxiliary Lane	-	-	-
A-5b	I-580 High Occupancy Vehicle (HOV) Lane Westbound	-	-	-
A-6	I-680 HOV Lanes, SR 84 to Top of Sunol Grade	-	-	-
A-7	I-580/Foothill Road/San Ramon Road Interchange Modifications	-	-	-
A-8	I-680/Alcosta Boulevard Interchange	-	-	-
A-9a	Crow Canyon Road Improvements Phase 1	$10.87	100%	$8.42
A-9b	Crow Canyon Road Improvements Phase 2	$58.77	100%	$57.08
A-10a	Vasco Road Safety Improvements Phase 1	$40.57	100%	$11.14
A-10b	Vasco Road Safety Improvements Phase 2	$31.20	100%	$28.62
A-11	Express Bus/Bus Rapid Transit (BRT) – Phase 2	$22.35	100%	$21.21
B-1	I-580/I-680 Interchange (westbound to southbound)	$1,785.65	3%	$34.69
B-2	Fifth Eastbound Lane on I-580 from Santa Rita Road to Vasco Road	-	-	-
B-3	I-580/First Street Interchange Modification	$61.00	100%	$7.93
B-4	I-580/Vasco Road Interchange Modification	$85.65	100%	$16.61
B-5	I-580/Greenville Road Interchange Modification	$86.00	100%	$18.92
B-6	Jack London Boulevard Extension	$28.16	100%	$10.08
B-7	El Charro Road Extension (Stoneridge Drive/Jack London Boulevard to Stanley Boulevard)	$72.48	-	-
B-8	Camino Tassajara/Tassajara Road Widening Project (East of Blackhawk Drive to North Dublin Ranch Drive)	$88.08	100%	$54.55
B-9	Danville Boulevard/Stone Valley Road I-680 Interchange Improvements	-	-	-
B-10	I-680 Southbound HOV Lane Gap Closure (North Main Street to Rudgear Road)	-	-	-
B-11a	I-680 HOV Direct Access Ramps	-	-	-
B-11b	I-680 Transit Corridor Improvements	$277.85	-	-
C-1	Tesla Road Safety Improvements	$13.19	100%	$13.19
C-2	Norris Canyon Road Safety Improvement	$24.49	99%	$24.24
C-3	Dublin Boulevard – North Canyons Parkway Extensions	$160.39	33%	$35.72
C-4	Vasco Road at Dalton Avenue Intersection Improvements	$3.39	25%	$0.85
C-5	El Charro Road Widening	$68.09	100%	$38.09
C-6	Sunol/680 Interchange Improvements	$16.60	18%	$1.37
C-7	I-680 Express Lanes – Hwy 84 to Alcosta	$527.57	100%	$300.72

	Project	Total Cost (2021$ Million)	AB 602 Proportion Allocation%	AB 602 TVTDF Eligible Cost (2021$ Million)*
C-8	Santa Rita/I-580 Interchange	$10.33	100%	$2.63
C-9	Stoneridge/I-680 Interchange	$11.98	100%	$4.08
C-10	Innovate 680	$57.21	100%	$54.66
C-11a	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Bollinger Canyon Road	$22.88	9%	$0.78
C-11b	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Crow Canyon Road	$19.69	14%	$2.81
C-11c	Iron Horse Trail – Dublin	$11.60	9%	$0.00
C-11d	Iron Horse Trail – Livermore	$26.99	100%	$26.99
C-11e	Iron Horse Trail to Shadow Cliffs	$1.65	100%	$0.30
C-11f	Iron House Trail Connection Improvements at Santa Rita Road	$0.87	100%	$0.48
C-11g	Iron Horse Trail Bicycle/Pedestrian Overcrossing – Sycamore Valley Road	$19.78	50%	$9.89
C-11h	Iron Horse Trail System-wide Improvements	$85.60	100%	$85.60
C-12	Hacienda/I-580 Interchange Improvements	$39.13	100%	$34.50
C-13	Fallon/El Charro Interchange Improvements	$34.51	100%	$19.96
C-14	Valley Link Rail (Phase 1)	$258.25	100%	$258.25
C-15	Technology Enhancements	$0.33	100%	$0.33
C-16	I-680 Express Bus Service	$59.35	100%	$59.35
	TOTAL	**$4,470.60**		**$1,248.62**

*AB 602 TVTDF Eligible Cost also includes reduction in cost to account for external "cut-through" trips that is generated by growth outside the Tri-Valley area.

TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2022-07

A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL (TVTC) ADOPTING THE TRI-VALLEY TRANSPORTATION DEVELOPMENT FEE, ADOPTING A NEW STRATEGIC EXPENDITURE PLAN AND PRIORITIZATION OF PROJECTS AND FUNDING PLAN, AND ADOPTING AN AB602 SUPPLEMENTAL ANALYSIS

WHEREAS, since 2008, there have been changes in the funding, planning and traffic conditions under which the Tri-Valley Transportation Development Fee (TVTDF) was originally developed. In addition, many of the original 22 projects have been completed and the TVTC has identified 23 new projects (List C) to be considered; and

WHEREAS, TVTC entered into a contract with Kimley Horn Associates ("Consultant") to complete the 2020 TVTC Nexus Study and Strategic Expenditure Plan (SEP) in accordance with the requirements of the California Mitigation Fee Act; and

WHEREAS, the 2020 Nexus Study considered the following new projects ("Projects") and the number of trips generated by anticipated development of each land use type and determined a Maximum Fee Rate for each of the land uses from Appendix B, of the Study. The Projects considered in the 2020 Nexus Fee Study includes the remaining projects from List A and List B as well as the following new projects: C-1 Tesla Road Safety Improvement, C-2 Norris Canyon Road Safety Improvement Project, C-3 Dublin Boulevard-North Canyons Parkway Extension, C-4 Vasco Road at Dalton Avenue Intersection Improvements, C-5 El Charro Road Widening, C-6 Sunol/680 Interchange Improvements, C-7 I-680 Express Lanes-Hwy 84 to Alcosta, C-8 Santa Rita/I-580 Interchange, C-9 Stoneridge/I-680 Interchange, C-10 Innovate 680 C-11A Iron Horse Trail Bicycle Pedestrian Overcrossing-City of San Ramon, C-11B Iron Horse Trail Bicycle Pedestrian Overcrossing-City of San Ramon, C-11C Iron Horse Trail Crossing at Dublin Boulevard, C-11D Iron Horse Trail, C-11E Iron Horse Trail to Shadow Cliffs Connection, C-11F Iron Horse Trail Connection Improvements at Santa Rita Road, C-11G Iron Horse Trail Bicycle/Pedestrian Overcrossing-Town of Danville, C-11H Iron Horse Trail System-Wide Improvements, C-12 I-680 Interchange Improvements at Hacienda Drive, C-13 Fallon/El Charro Interchange, C-14 Valley Link Rail (Phase 1), C-15 Technology Enhancements, C-16 I-680 Express Bus Service; and

WHEREAS, the Technical Advisory Committee and Consultant reviewed forecasts of new development in the Tri-Valley, and outlined the status, scope, costs, and anticipated funding for the Projects; and

WHEREAS, on August 16, 2021, the Tri-Valley Transportation Council ("TVTC") adopted the Tri-Valley Transportation Council 2020 Nexus Study Fee Update, attached hereto as Exhibit A, pursuant to Resolution 2021-10; and

WHEREAS, the Mitigation Fee Act (California Government Code § 66001(a)) requires jurisdictions to make certain statutory findings prior to any action establishing, increasing, or imposing a fee as a condition of approval of a development project; and

WHEREAS, since adopting the 2020 Nexus Study in August 2021, Assembly Bill (AB) 602 was approved by the Governor of California and includes additional requirements for nexus fee studies adopted after January 1, 2022.

WHEREAS, while the 2020 Nexus Fee Study was not required to incorporate AB 602 given its adoption date, TVTC retained Kimley-Horn and Associates, Inc. to provide transportation planning services and professional opinions to complete an AB 602 supplemental analysis to (1) outline the future implications of AB 602 and (2) to proactively define the methodologies of future Nexus Fee Study updates such that they will be compliant with AB 602; and

WHEREAS, the AB 602 Supplemental Analysis, attached hereto and incorporated herein as Exhibit B, has been completed and is proposed for adoption by the TVTC; and;

WHEREAS, the proposed fee rate is 15% of the Maximum Fee Rate for the duration of the SEP for all uses except retail and "other" land uses, which are set at 6% and 12% of the Maximum Fee Rates respectively ("2022 TVTDF"); and

WHEREAS, if adopted, the new 2022 TVTDF rates would be effective July 1, 2022 as follows:

Table 4: FY 2022/2023 Rate Adjustment

Land Use	Current 2021 Rate	% of Maximum	FY 2022/23 Rates	Change from 2021 Rates	% Change
Single Family (DU)	$5,057	15%	$6,596.40	$1,539.40	30.4%
Multi-Family (DU)	$3,484	15%	$3,889.20	$405.20	11.6%
Retail (SF)	$3.74	6%	$5.07	$1.33	35.6%
Office (SF)	$8.59	15%	$8.81	$0.22	2.5%
Industrial (SF)	$5.00	15%	$4.97	-$0.03	-0.6%
Other (avg AM/PM trips)	$5,620	12%	$6,100.68	$480.68	8.6%

DU = Dwelling Units; SF = Square Feet

WHEREAS, Transit-oriented housing development projects satisfying the criteria in Government Code 66005.1 may conduct a project-level transportation analysis and a smaller proportion of the applicable fee may be imposed; and

WHEREAS, if adopted, the new retail rate will be $5.07 for FY 22-23 and the retail rate will be $5.92 (7% of the maximum) effective July 1, 2023. All other rates for remaining land uses will be adjusted per Construction Cost Index (CCI) consistent with current practice; and

WHEREAS, the TVTC SEP Subcommittee has developed and recommends adoption of the draft SEP and Prioritization of Projects and Funding Plan, which proposes funding for 22 projects (16 projects from New List C and 6 priority list from previous project lists) over the next 10 years, attached hereto and incorporated herein as Exhibit C; and

WHEREAS, in accordance with the requirements of the Mitigation Fee Act, (1) a public hearing notice was published in the newspaper and interested persons were notified 30 days in advance of this meeting at which the AB 602 Supplemental Analysis is proposed for adoption, (2) notices were sent to any individuals requesting notices pertaining to fee increases by TVTC 14 days in advance of this meeting at which the new 2022 TVTDF is proposed for adoption, (3) the 2020 Nexus Study, AB 602 Supplemental Analysis, and the draft SEP Funding Plan were available for public review on the TVTC website and at San Ramon City Hall 10 days in advance of this meeting at which the new 2022 TVTDF, SEP, and AB 602 Supplemental Analysis is proposed for adoption, and (4) A public hearing notice was published twice in

the newspaper 10 days in advance of this meeting with 5 days intervening between publication dates; and

WHEREAS, two public information sessions regarding the proposed 2022 TVTDF rate increases and the new SEP were held via Zoom Teleconference on February 23, 2022 and March 30, 2022; and

WHEREAS, pursuant to Section 3(d)(i) of the TVTC JEPA, a vote of at least six (6) members is required to adopt or amend the Strategic Expenditure Plan and amend the TVTDF fee structure.

NOW THEREFORE, BE IT RESOLVED THAT in accordance with Government Code § 66001(a)) and based on the information presented in the 2020 Nexus Study, the TVTC, by a supermajority of six (6), adopts and approves the 2022 TVTDF rates shown in Table 4 above and makes the following findings:

1. Identify the purpose to which the fee is to be put. Response: TVTC policy, as expressed through the TVTC Action Plan, is that new development shall contribute for mitigation of their impacts on Routes of Regional Significance, and that the cost sharing of recommended improvements will be implemented through the Tri-Valley Transportation Development Fee regional impact fee program. The fee advances a legitimate public interest by enabling the TVTC to fund improvements to transportation infrastructure required to accommodate and mitigate the impacts of new development. This finding is documented by the analysis of the projected increase in future travel generated by the new development that is projected to occur in the Tri-Valley. Growth in new residents and employees is projected to increase cumulative average daily delay on the Tri-Valley regional roadways in the morning and evening peak hours, excluding effects from more cut-through traffic.

2. Identify the use to which the fee is to be put. Response: The TVTDF will be used to fund projects to expand capacity, traffic signal coordination and other traffic improvements, improve safety, improve regional transit, improve active transportation/bicycle options, and mitigate the impacts of additional congestion on Routes of Regional Significance to serve new development as designated in the Strategic Expenditure Plan. The projects/public facilities to be funded by the fee are identified in the 2020 Nexus Study and the SEP and the Prioritization of Projects and Funding Plan.

3. Determine how there is a reasonable relationship between the fee's use and the type of development project upon which the fee is imposed. Based on the analysis in the 2020 Nexus Study, the new development projects within the Tri-Valley will generate additional trips which will impact the transportation system in the region, including on Routes of Regional Significance. As illustrated in the 2020 Nexus Study, the planned projects will expand and improve capacity on the Routes of Regional Significance and alleviate congestion to accommodate the increased trips generated by new development. Thus, there is a reasonable relationship between the use of the fee for these projects and the new development generating these additional trips on which the fee will be imposed. .

4. Determine that there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed. The need for the planned projects is based on the forecasted increase in congestion on Routes of Regional Significance, as well as other transportation impacts resulting from new development. The 2020 Nexus Study analyzed the contribution by each land use based on the proportion of average AM/PM trips generated by each land use. As demonstrated in the Study, there is a reasonable relationship between the need for the planned projects and the types of development upon which the fee is imposed because the planned projects will mitigate the transportation impacts generated by new development.

5. Determine that there is a reasonable relationship between the amount of the fee and the cost of public facilities or portion of the public facilities attributable to the development on which the fee is imposed. The 2020 Nexus Study demonstrates that there is a reasonable relationship

between the amount of the proposed fee and the cost or portion of the cost of the public facilities attributable to the development on which the fee is imposed because each land use category's share of the total trips generated was multiplied by the applicable project costs and then divided by the total number of units, square feet or trips that will occur within the development horizon. In this way, there is a reasonable relationship between the amount of the fee and the cost attributable to each land use type because the fee applicable to each land use type is based on the number of trips generated by that applicable land use type. Furthermore, the 2022 TVTDF is proposed to be set at between 6% to 15% of the justified maximum fee rate and thus, the amount of the fee is lower than the actual costs attributable to new development.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Tri Valley Transportation Council adopts and approves, by a supermajority of (6), the SEP and the Prioritization of Projects and Funding Plan (Exhibit B), and adopts the AB 602 Supplemental Analysis (Exhibit C); and

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Tri Valley Transportation Council finds that the foregoing recitals are true.

PASSED, APPROVED, AND ADOPTED at the meeting of April 18, 2022 by the following votes:

AYES: Perkins, Josey, Arnerich, Brown, Kiick, Andersen, Haubert
NOES:
ABSENT:
ABSTAIN:

Scott Perkins, Chair
Tri-Valley Transportation Council

ATTEST:

Lisa Bobadilla, TVTC Administrative Staff

Tri-Valley Transportation Council
2022 Strategic Expenditure Plan
Approved Funding Plan

April 18, 2022

ID	Project	July 1st FY Balance ($)										Total
		$17,000,000	$22,469,002	$13,981,855	$6,057,276	$2,042,094	$5,064,310	$1,473,440	$7,628,993	$8,024,183	$22,944,751	
		Revenue Forecast ($)										
		$14,577,263	$16,331,555	$14,584,716	$13,862,627	$14,130,377	$12,945,760	$15,598,510	$12,953,043	$33,769,769	$13,979,792	$162,733,410
		Return to Local Source - 20% ($)										
		$2,915,453	$3,266,311	$2,916,943	$2,772,525	$2,826,075	$2,589,152	$3,119,702	$2,590,609	$6,753,954	$2,795,958	$32,546,682
		Admin Fee -0.8% ($)										
		$116,618	$130,652	$116,678	$110,901	$113,043	$103,566	$124,788	$103,624	$270,158	$111,838	$1,301,867
		Revenue for TVTDF Allocation ($)										
		$28,545,192	$35,403,594	$25,532,950	$17,036,476	$13,233,353	$15,317,352	$13,827,460	$17,887,802	$34,769,840	$34,016,746	$128,884,861
		Projected Disbursement - 2022 SEP Update										
		22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	22-32 Total
	Disbursed	$6,076,190	$21,421,738	$19,475,674	$14,994,382	$8,169,043	$13,843,912	$6,198,467	$9,863,619	$11,825,089	$10,419,955	$122,288,069
	Remainder	$22,469,002	$13,981,855	$6,057,276	$2,042,094	$5,064,310	$1,473,440	$7,628,993	$8,024,183	$22,944,751	$23,596,791	$23,596,791
A-2b	SR 84 / I-580 Interchange - Phase 2								$2,000,000	$1,500,000	$1,650,000	$5,150,000
A-9a	Crow Canyon Improvements Phase 1			$1,550,000								$1,550,000
A-9b	Crow Canyon Improvements Phase 2				$1,690,000							$1,690,000
A-10a	Vasco Road Safety Improvements Phase 1		$500,000	$2,820,000								$3,320,000
A-10b	Vasco Road Safety Improvements Phase 2				$2,580,000							$2,580,000
A-11	Express Bus/Bus Rapid Transit (BRT) - Phase 2					$800,000						$800,000
B-4	I-580/Vasco Road Interchange Modification			$5,139,000	$3,426,000							$8,565,000
B-5	I-580/Greenville Rd Interchange Modification									$5,160,000	$3,440,000	$8,600,000
B-8a	Camino Tassajara/Tassajara Rd Widening Project (Contra Costa County Segment)			$4,380,000	$2,000,000							$6,380,000
B-8b	Camino Tassajara/Tassajara Rd Widening Project (Dublin Segment)		$1,450,000									$1,450,000
C-2	Norris Canyon Road Safety Improvement - Segment 1	$538,561										$538,561
C-3	Dublin Boulevard - North Canyons Parkway Extension		$16,039,300									$16,039,300
C-6	Sunol/680 Widening	$2,650,000										$2,650,000
C-7b	I-680 Express Lanes - Hwy 84 to Alcosta (Northbound)			$3,298,382	$5,298,382	$5,298,382	$7,298,382					$21,193,529
C-8	Santa Rita/I-580 Interchange							$1,033,378				$1,033,378
C-10	Innovate 680		$3,432,438	$2,288,292								$5,720,730
C-11a	Iron Horse Trail Bicycle-Pedestrian Overcrossing – Bollinger Canyon Road	$2,287,629										$2,287,629
C-11c	Iron Horse Trail – Dublin	$600,000										$600,000
C-11d	Iron Horse Trail – Livermore								$2,698,530			$2,698,530
C-11e	Iron Horse Trail to Shadow Cliffs										$164,866	$164,866
C-13	Fallon/El Charro Interchange					$2,070,661	$1,380,440					$3,451,101
C-14	Valley Link Rail (Phase 1)						$5,165,089	$5,165,089	$5,165,089	$5,165,089	$5,165,089	$25,825,445

DUBLIN
CALIFORNIA

6.1 - Tri-Valley Transportation Development Fee Adoption

City Council
June 21, 2022

Agenda

- Nexus Study and SEP Process
- Recommended Rate Adjustments
- SEP Revenue
- Dublin Funded Projects

Studies

- Nexus Study
  - Considers 20 years
  - Updated every 8 years
  - Considers all projects
  - Determines MAXIMUM Fee
  - Complies with:
    - AB 1600
    - AB 602
  - TVTC Adopted August 2021
- Strategic Expenditure Plan
  - Considers 10 years
  - Updated every 5 years
  - Considers funded projects
  - Determines ACTUAL Fee
  - Considers:
    - Project prioritization
    - Annual growth forecast
  - TVTC Adopted in April 2022

Strategic Expenditure Plan and Recommended Rate Adjustments

- Establishes funding level and allocation of TVTDF

Land Use	Current 2021 Rate	% of Maximum	Recommended 2022 Rates	Change from 2021 Rates	% Change
Single Family (DU)	$5,057	15%	$6,596.40	$1,539.40	30.4%
Multi-Family (DU)	$3,484	15%	$3,889.20	$405.20	11.6%
Retail (SF)	$3.74	6%	$5.07	$1.33	35.6%
Office (SF)	$8.59	15%	$8.81	$0.22	2.5%
Industrial (SF)	$5.00	15%	$4.97	-$0.03	-0.6%
Other (avg AM/PM trips)	$5,620	12%	$6,100.68	$480.68	8.6%
DU = Dwelling Units; SF = Square Feet					

Resulting Revenue of Recommendation

Estimated Total Revenue*	$162,733,410
Return to Local Source (20%)**	$32,546,682
Admin Fee (0.8%)	$1,301,867
Revenue for TVTDF Allocation	$128,884,861
Top 15 Total Project Cost (2021 $)***	$1,058,477,852
Remaining 2017 SEP Commitments	$14,290,000

*Estimated total revenue does not account for CCI rate adjustments
** 20% must be used for SEP projects, but at local agency/sponsor discretion
***Project cost are in 2021$ and may increase over time

Dublin Funded Projects

ID	Project	Funding Years	22-32 Total
B-8b	Camino Tassajara/Tassajara Rd Widening Project (Dublin Segment)	23/24	$1,450,000
C-3	Dublin Boulevard - North Canyons Parkway Extension	23/24	$16,039,300
C-11c	Iron Horse Trail – Dublin	22-23	$600,000
C-13	Fallon/El Charro Interchange	26/27-27/28	$3,451,101
C-14	Valley Link Rail (Phase 1)	27/28-30/31	$25,825,445

Recommendation

- Conduct a public hearing, deliberate, and adopt the Resolution Adopting the Tri-Valley Transportation Development Fee Pursuant to the requirements of the Joint Exercise of Powers Agreement

DUBLIN
CALIFORNIA

Thank You

Agenda Item 6.2

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Street Lighting Maintenance District 1983-1; Landscape and Lighting District 1983-2; Landscape and Lighting District 1986-1; Landscape and Lighting District 1997-1; Street Lighting District 1999-1
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider approving the Engineer's Reports and the levy of special assessments in each of the five assessment districts for Fiscal Year 2022-23. A public hearing is required to set the annual levy.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and adopt the **Resolution** Approving the Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of Assessment for City of Dublin Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting District 1999-1.

FINANCIAL IMPACT:

A summary of revenues, expenditures, and balances for each assessment district is shown in the table below. Revenues and expenditures for each assessment district are tracked separately.

SUMMARY OF PROJECTED ASSESSMENT DISTRICT FISCAL YEAR 2022-23 REVENUES & EXPENDITURES

	ST. LIGHT 1983-1	STAGECOACH RD LANDSCAPE 1983-2	DOUGHERTY RD LANDSCAPE 1986-1	SANTA RITA LANDSCAPE 1997-1	EAST DUBLIN ST. LIGHT 1999-1
PROJECTED REVENUE	$320,395	$112,241	$198,669	$390,680	$336,937
ESTIMATED EXPENDITURES	$305,399	$78,466	$128,102	$351,313	$262,041
TRANSFER TO CAPITAL IMPROVEMENT FUND	$14,996	$33,775	$70,567	$39,367	$74,896
BALANCE TO RESERVES	$0	$0	$0	$0	$0
RESERVES BALANCE					
ESTIMATED BEGINNING BALANCE[1]	$602,476	$337,959	$100,979	$1,217,805	$465,191
RESERVE TRANSFER TO OPERATING FUND	$0	$0	$0	$0	$0
ESTIMATED INTEREST AND OTHER INCOME	$0	$0	$0	$0	$0
RESERVE TRANSFER TO CAPITAL IMPROVEMENT FUND	$14,996	$33,775	$70,567	$39,367	$74,896
TRANSFER OUT FOR CIP	$0	$0	$0	($195,000)	($42,000)
PROJECTED ENDING BALANCE FISCAL YEAR 2022-23	$617,472	$371,734	$171,546	$1,062,172	$498,087

[1]The Fund Balances shown in the table above, represent amounts held for both operating reserves and capital replacement.

DESCRIPTION:

At the City Council meeting held on May 17, 2022, the City Council initiated the annual proceedings, received the Preliminary Engineer's Reports for each of the five assessment districts, and set a public hearing date of June 21, 2022 to receive comments on the proposed Fiscal Year 2022-23 assessments for each assessment district. Details related to each assessment district and the proposed assessment amounts can be found in the attached May 17, 2022, City Council Staff Report (Attachment 2).

City Council will hold a public hearing, deliberate, and consider approving the Engineer's Reports and ordering the levy of assessment for each of the following five assessment districts:

- Street Lighting Maintenance District No. 1983-1

- Landscape and Lighting District No. 1983-2
- Landscape and Lighting District No. 1986-1
- Landscape and Lighting District No. 1997-1
- Street Lighting District No. 1999-1

The Engineer's Reports for each assessment district are included as Attachments 3 through 7.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Property owners in the Landscape and Lighting District 1983-2 and Landscape and Lighting District 1986-1 were mailed courtesy postcards with the public hearing date and proposed fiscal year assessments. Public hearing notices were published in the newspaper and posted at several City locations. Copies of the hearing notices and Engineer's Reports were also posted on the City of Dublin website and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Engineer's Report, Confirming Diagram and Assessment, and Ordering Levy of Assessment for City of Dublin Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting District 1999-1
2) City Council Staff Report dated May 17, 2022 (without attachments)
3) Engineer's Report for Street Lighting Maintenance District 1983-1
4) Engineer's Report for Landscaping and Lighting District 1983-2
5) Engineer's Report for Landscaping and Lighting District 1986-1
6) Engineer's Report for Landscaping and Lighting District 1997-1
7) Engineer's Report for Street Lighting Maintenance District 1999-1

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT, AND ORDERING LEVY OF ASSESSMENT FOR CITY OF DUBLIN STREET LIGHTING MAINTENANCE DISTRICT NO. 1983-1, LANDSCAPE AND LIGHTING DISTRICT 1983-2, LANDSCAPE AND LIGHTING DISTRICT 1986-1, LANDSCAPE AND LIGHTING DISTRICT 1997-1, AND STREET LIGHTING DISTRICT 1999-1

WHEREAS, by its Resolution No. 42-22 (the "Resolution"), directing preparation of annual reports for City of Dublin Street Lighting Maintenance Districts and Landscaping and Lighting Districts (the "Districts"), the City Council designated the City Engineer, or their designee, as Engineer of Work and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, said reports were made and filed with the City Clerk and duly considered by this Council and found to be sufficient in every particular, whereupon it was determined that said reports should stand as Engineer's Reports for all subsequent proceedings under and pursuant to the aforesaid Resolution and that June 21, 2022, at 7:00 p.m. in the Council Chambers, Dublin Civic Center, 100 Civic Plaza, Dublin, California, and remotely via Zoom Communications, was appointed as the time and place for a hearing by the City Council on the question of the levy of the proposed assessment, notice of which hearing was published and posted in accordance with the Landscaping and Lighting Act of 1972; and

WHEREAS, at the appointed time, said hearing was held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters pertaining to said levy were heard and considered by this City Council, and this City Council thereby acquired jurisdiction to order said levy and confirmation of diagram and assessment prepared by and made a part of the reports of said Engineer to pay the cost and expenses thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve that:

(a) The property owners owning more than fifty percent of the area of assessable land within each of the Districts had not, at the conclusion of said hearing, filed written protests against the said proposed levy, or against the engineer's estimate of costs and expenses, or against the maps and description, or against the diagram or the assessment to pay for the costs and expenses thereof; and

(b) The public interest, convenience, and necessity require that said levy be made; and

(c) The Districts benefited by said improvements and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof are as shown by a map thereof filed in the office of the City Clerk, which map is made a part hereof by reference thereto.

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

STAFF REPORT
CITY COUNCIL

DATE: May 17, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Resolutions Directing Preparation of Annual Engineer's Reports, Approving Preliminary Engineer's Reports, and Appointing a Time and Place for Hearing Protests for Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting Maintenance District 1999-1
Prepared by: Jordan Foss, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider directing preparation of the Fiscal Year 2022-23 Engineer's Reports, approving the preliminary Fiscal Year 2022-23 Engineer's Reports, and scheduling a public hearing date of June 21, 2022 for the five assessment districts.

STAFF RECOMMENDATION:

Take the following actions: 1) Adopt the **Resolution** Directing Preparation of Annual Engineer's Reports for Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting Maintenance District 1999-1; and 2) adopt the **Resolution** Approving the Preliminary Engineer's Reports and Appointing a Time and Place for Hearing Protests for Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997-1, and Street Lighting Maintenance District 1999-1.

FINANCIAL IMPACT:

The cost of preparing the Engineer's Reports is included in the annual adopted budget and is paid by each respective assessment district. A summary of revenues, expenditures, and balances of each district is shown in the following table. Revenues and expenditures for each assessment district are tracked separately.

SUMMARY OF PRELIMINARY ASSESSMENT DISTRICT
PROJECTED FISCAL YEAR 2022-2023 REVENUES & EXPENDITURES

	ST. LIGHT 1983-1	STAGECOACH RD LANDSCAPE 1983-2	DOUGHERTY RD LANDSCAPE 1986-1	SANTA RITA LANDSCAPE 1997-1	EAST DUBLIN ST. LIGHT 1999-1
PROJECTED REVENUE	$320,395	$112,241	$198,669	$390,680	$336,937
ESTIMATED EXPENDITURES	$305,399	$78,466	$128,102	$351,313	$262,041
TRANSFER TO CAPITAL IMPROVEMENT FUND	$14,996	$33,775	$70,567	$39,367	$74,896
BALANCE TO RESERVES	$0	$0	$0	$0	$0
RESERVES BALANCE					
ESTIMATED BEGINNING BALANCE[1]	$602,476	$337,959	$100,979	$1,217,805	$465,191
RESERVE TRANSFER TO OPERATING FUND	$0	$0	$0	$0	$0
ESTIMATED INTEREST AND OTHER INCOME	$0	$0	$0	$0	$0
RESERVE TRANSFER TO CAPITAL IMPROVEMENT FUND	$14,996	$33,775	$70,567	$39,367	$74,896
TRANSFER OUT FOR CIP	$0	$0	$0	($195,000)	($42,000)
PROJECTED ENDING BALANCE FISCAL YEAR 2022-23	$617,472	$371,734	$171,546	$1,062,172	$498,087

[1]The Fund Balances shown in the table above, represent amounts held for both operating reserves and capital replacement.

DESCRIPTION:

The procedure for establishing annual maintenance assessments is governed by the Landscaping and Lighting Act of 1972, which is State Law codified in the Streets and Highways Code. The procedure requires that the City Council direct preparation of Engineer's Reports and consider approval of those reports for the City of Dublin's two street lighting maintenance assessment districts and the three landscaping and lighting districts described below for Fiscal Year 2022-23. The City Council must also consider setting a public hearing date to hear any protests prior to approving the levy of assessments in each district. Staff proposes the public hearing to be on June 21, 2022, in the City Council Chamber, located at 100 Civic Plaza, Dublin, and remotely via Zoom Communications.

The five assessment districts formed under the Landscaping and Lighting Act of 1972 are briefly described below. More detailed information about each district, including a map of the boundary of each district, can be found in Attachments 3 through 7.

Street Lighting Maintenance District 1983-1

This District was established to replace the County Service Area, which had paid maintenance and energy costs for public streetlights within the City of Dublin. The boundary of this assessment district encompasses the entire City, except for the Dublin Ranch area, Tracts 7067, 7586, 8024, 8073, and 8074, and the Boulevard project. The City Council approved formation of this District on August 2, 1983, with the initial assessment in the 1984-1985 tax year.

The maximum assessment allowed under the authorizing documents is $19.34 per unit for residential uses and $106.37 per acre for commercial uses. The maximum assessment has been levied since Fiscal Year 2007-08. There is no provision in the formation documents to increase the per unit levy. As noted in the Engineer's Report any increase would require the approval of the property owners subject to the assessment.

In past years, the largest expenditure within this District's operating expenses was the annual capital lease payment to Chevron Energy Solutions for a light emitting diode (LED) fixture retrofit project. This project took place in Fiscal Year 2012-13, retrofitting 2,821 streetlights. In Fiscal Year 2016-17, the City Council approved the use of a General Fund reserve to pay the annual capital lease payment; the entire lease balance was subsequently paid off by the General Fund reserve in Fiscal Year 2018-19. Without the debt expenditure, the District can build up reserves and a capital improvement fund balance for future repair and replacement costs of streetlight infrastructure that is at the end of its service life or has been damaged due to automobile accidents.

The proposed assessment amount for Fiscal Year 2022-23 remains the same as Fiscal Year 2021-22, as shown below.

Property Type	Current Fiscal Year	Proposed Fiscal Year 2022-23	Annual Change ($)
Equivalent Dwelling Unit (EDU)	$19.34	$19.34	$0
Commercial Per Acre	$106.37 per acre	$106.37 per acre	$0

Landscaping and Lighting District 1983-2 (Stagecoach Road)

This District provides funds for the maintenance of certain landscape improvements in the Dublin Hills Estates and Amador Lakes developments along Stagecoach Road. The District's boundaries include all of Tract 4719 and cover the 150-unit single-family Dublin Hills Estates development and the Amador Lakes development. The City Council approved formation of this District on January 23, 1984, with the initial assessment in the 1985-1986 tax year.

The District is responsible for the maintenance of the Stagecoach Road landscaping and the interior slope landscaping within Tract 4719. The spread of assessments assigns 61.6% of the

total assessment to the single-family homes of Dublin Hills Estates and 38.4% to the Amador Lakes Apartments. The Fiscal Year 2022-23 assessments are expected to pay for the ongoing maintenance and utility costs associated with the District. Details of budgeted expenditures can be found within the Fiscal Year 2022-23 Preliminary Engineer's Report.

The assessment methodology approved in Fiscal Year 2003-04 by property owners in the District includes an escalation clause that allows for adjustments to the assessment according to the Consumer Price Index and utility cost increases. These factors are updated in the Engineer's Report on an annual basis. The maximum assessment in the Engineer's Report for Fiscal Year 2022-23 is $487.79 per single family residence and $82.48 per multi-family residence. The City can elect to levy less than the maximum based on reserve funds on hand and the budgeted costs for District expenditures.

The proposed assessment amount for Fiscal Year 2022-23 was increased 9.6% over the Fiscal Year 2021-22 amount to increase the District capital improvement fund (CIF) balance, which will be used to fund repair and replacement of v-ditches and retaining walls within the District.

The proposed assessment amount for Fiscal Year 2022-23 is shown below.

Stagecoach Road Assessments (District 1983-2)

Property Type	Current Fiscal Year	Proposed Fiscal Year 2022-23	Annual Change ($)
Dublin Hills Estate - Single Family Homes	$409.40	$448.60	$39.20
Amador Lakes - Apt/Condominiums	$69.25	$75.87	$6.62

Landscaping and Lighting District 1986-1 (Villages at Willow Creek)

This District was formed with the initial assessment in the 1987-1988 tax year and encompasses the Villages at Willow Creek development off Dougherty Road and north of Amador Valley Boulevard. The surrounding homes are apartment complexes, condominiums, and the 145-unit single-family development (Ridgecreek).

The work performed by this District includes litter pickup, maintenance of fences, and landscaping along Dougherty Road between Amador Valley Boulevard and Fall Creek Road, along Amador Valley Boulevard between Dougherty Road and Wildwood Road, and along Wildwood Road, Fall Creek Road, Shady Creek Drive, and Willow Creek Drive. Landscaping within the condominium and apartment developments is the responsibility of the homeowners' association or property owners for those individual developments. The landscaping along and within the Alamo Creek channel area is not included in the assessment district as it is the responsibility of the Alameda County Flood Control and Water Conservation District (Zone 7). The Fiscal Year 2022-23 assessments are expected to pay for the ongoing maintenance and utility costs associated with the District. Details related to the budgeted expenditures can be found within the Fiscal Year 2022-23 Preliminary Engineer's Report.

The assessment methodology approved in 2001 by property owners in the District includes an

escalation clause that allows for adjustments to the assessment according to the Consumer Price Index and the utility cost increases. These factors are updated in the Engineer's Report on an annual basis. The maximum assessment in the Engineer's Report for Fiscal Year 2022-23 is $298.03 per single family residence, $149.02 per multi-family residence, and $1,192.10 for commercial property.

The proposed assessment amount for Fiscal Year 2022-23 was increased 21.4% over the Fiscal Year 2021-22 amount to increase the District CIF balance, which will be used to fund repair and replacement of additional plantings as well as sidewalk repairs within the District. The District CIF balance was also appropriated to a City Capital Improvement Program (CIP) project to remove, replace, and/or repair tubular steel fencing throughout the District.

The proposed assessment amount for Fiscal Year 2022-23 is shown below.

Villages at Willow Creek Assessments (District 1986-1)

Property Type	Current Fiscal Year	Proposed Fiscal Year 2022-23	Annual Change ($)
Single Family Homes	$245.51	$298.03	$52.52
Amador Lakes - Apt/Condominiums	$122.76	$149.02	$26.25
Commercial	$982.04	$1,192.10	$210.06

Landscaping and Lighting District 1997-1 (Santa Rita Area)

This District was formed in 1996 at the request of the Alameda County Surplus Property Authority. The initial assessment was levied in Fiscal Year 1997-1998. The area covered by this District is bound by Gleason Drive on the North, Interstate 580 on the South, Arnold Road on the West, and Tassajara Road on the east.

The District maintains portions of roadside landscaping for Dublin Boulevard, Hacienda Drive, Central Parkway, Arnold Road, Tassajara Road (westerly portion), and Gleason Drive. The District also maintains the trail and landscaping along the Tassajara Creek channel. Median landscape maintenance is not included in this District.

As provided in the Engineer's Report, individual lots in residential subdivisions are assessed based on density. The original Engineer's Report for this District provided for an initial maximum assessment of $710.00 per acre, which could be increased annually based on the change in the Consumer Price Index as well as actual increases in the cost of utilities. This maximum allowable assessment is updated in the Engineer's Report on an annual basis. The maximum assessment per acre in the Engineer's Report for Fiscal Year 2022-23 is $1,588.25 per acre.

Although the assessment district formula establishes a maximum cost that can be levied, based on planned expenditures in the District the proposed assessment amount for Fiscal Year 2022-23 remains the same as Fiscal Year 2021-22, as shown below. The density of the various housing units changes the allocation on a per-acre basis and results in different assessments as shown

below.

Santa Rita Area Assessments (District 1997-1)

Property Type	Current Fiscal Year	Proposed Fiscal Year 2022-23	Annual Change ($)
California Creekside Single-Family Residential	$128.52	$128.52	$0.00
California Brookside Multi-Family Residential	$55.69	$55.69	$0.00
Summer Glen - Richmond American (North) Lots	$112.54	$112.54	$0.00
Summer Glen - Richmond American (South) Lots	$123.85	$123.85	$0.00
Summer Glen - Kaufman & Broad Lots	$172.36	$172.36	$0.00
Summer Glen - Pulte Lots	$216.24	$216.24	$0.00
Dublin Greene Tract 7084 Single Family Residential	$136.13	$136.13	$0.00
Dublin Greene Tract 7149 Single Family Residential	$102.50	$102.50	$0.00
Dublin Greene Tract 7149 Condominiums	$53.43	$53.43	$0.00
Other Parcels Including Retail, Office, and Industrial	$903.85	$903.85	$0.00

Street Lighting Maintenance District 1999-1 (Dublin Ranch)

This District funds the electric energy, maintenance, and repair costs associated with street lighting that has been installed in the Dublin Ranch area and Tracts 7067, 7586, 8024, 8073, and 8074. The City Council approved formation of this District on June 1, 1999, with the initial assessment in the 1999-2000 tax year.

The District also includes a CIF reserve set aside to pay for improvement projects outside the normal operations and maintenance costs, such as painting a portion of the decorative streetlight poles within the District. In addition to pole painting, it is planned that CIF will be used to complete a project to convert the existing decorative lights to more energy-efficient LED lights.

The assessment methodology in the original Engineer's Report for this District includes an escalation clause that allows for adjustments to the assessment according to the Consumer Price Index and utility cost increases. These factors are updated in the Engineer's Report on an annual basis. The maximum assessment in the Engineer's Report for Fiscal Year 2022-23 adjusted by the approved adjustment formula is $64.14 per single family residence and $352.77 per acre for commercial parcels. The City can levy less than the maximum based on reserve funds on hand and the budgeted costs for District expenditures.

The proposed assessment amount for Fiscal Year 2022-23 remains the same as Fiscal Year 2021-22, as shown below.

Dublin Ranch Street Lighting Assessments (District 1999-1)

Property Type	Current Fiscal Year	Proposed Fiscal Year 2022-23	Annual Change ($)

Equivalent Dwelling Unit (EDU)	$38.03	$38.03	$0.00
Commercial Per Acre	$209.15	$209.15	$0.00

Upon City Council adoption of the resolution approving the respective preliminary Engineer's Reports, a public hearing will be held on June 21, 2022 at 7:00 p.m. on the proposed assessments.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Directing Preparation of Annual Engineer's Reports for Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986- 1, Landscape and Lighting District 1997-1, and Street Lighting Maintenance District 1999-1
2) Resolution Approving the Preliminary Engineer's Reports and Appointing a Time and Place for Hearing Protests for Street Lighting Maintenance District 1983-1, Landscape and Lighting District 1983-2, Landscape and Lighting District 1986-1, Landscape and Lighting District 1997- 1, and Street Lighting Maintenance District 1999-1
3) Preliminary Engineer's Report for Street Lighting Maintenance District 1983-1
4) Preliminary Engineer's Report for Landscaping and Lighting District 1983-2
5) Preliminary Engineer's Report for Landscaping and Lighting District 1986-1
6) Preliminary Engineer's Report for Landscaping and Lighting District 1997-1
7) Preliminary Engineer's Report for Street Lighting Maintenance District 1999-1

DUBLIN
CALIFORNIA

Street Lighting Maintenance District No. 1983-1 Fiscal Year 2022-23 Final Engineer's Report

June 21, 2022

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF DUBLIN
STREET LIGHTING MAINTENANCE DISTRICT NO. 1983-1
FISCAL YEAR 2022-23

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Dublin City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972 and Section 22500 et al of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 18, 2022

By: _____

Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

The City of Dublin ("City") levies and collects special assessments on parcels within the City of Dublin Street Lighting Maintenance Assessment District No. 1983-1 ("District") to maintain the public street lighting improvements. The District was initially formed in 1983 to provide a dedicated source of funding for the ongoing maintenance of street lighting improvements within the boundaries of the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

General Description of the District

The District was created in 1983 to replace the County of Alameda Lighting Service Area within the City of Dublin and to fund the maintenance and servicing costs for the City's street lighting system. In Fiscal Year 1995-96, the City of Dublin acquired the PG&E owned streetlights within the District to reduce maintenance costs. The District includes all parcels that were within the County of Alameda Lighting Service Area which includes all parcels within the City except for Dublin Ranch; the Clifton Park development in the western hills; Tracts 7067, 8024, 8073 and 8074; and the Jordan Ranch Development.

A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are compliant with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(a) exempted:

> *"Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4."*

The City has determined that the annual assessments originally established for the District were for the maintenance and operation of streetlights within the public street rights-of-way. As such, pursuant to Article XIIID Section 5(a), the pre-existing assessment amount has been exempted from the procedural requirements of Article XIIID Section 4 since the amount of the assessment has not increased since the passage of Proposition 218.

Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all the requirements of Article XIIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Summary of District

A summary of the assessments to be levied for each property type are shown in the table below. Based upon the estimated expenditures, a transfer will be contributed to the Capital Improvement Fund Balance for Fiscal Years 2022-23 and 2023-24, which is also reflected in the projected fund balances. However, should expenditures continue to rise to a level that exceeds the annual assessment revenue, a transfer from the Operating Fund Balance will be required in that fiscal year. Should annual transfers be required to cover annual expenditures, the fund balance will be drawn upon and depleted in future years. Should this circumstance occur, this may require a significant reduction in service levels in future years so that expenditures match assessment revenues or the City will need to contribute to the District from other available funds or increase the current assessment rate by receiving approval by property owners within the District.

TABLE 1: ASSESSMENTS TO BE LEVIED
Street Lighting Maintenance District No. 1983-1

Property Type	Assessment Rate
Single Family Residential (SFR)	$19.34 per Parcel
Condominium	$19.34 per Parcel
Duplex, Multi Family Residential	$38.68 per Parcel
Triplex, Multi Family Residential	$58.02 per Parcel
Fourplex, Multi Family Residential	$77.36 per Parcel
Apartments, Multi Family Residential	$116.04 per Parcel
Commercial/Industrial/Institutional	$106.37 per Acre
Vacant Commercial/Industrial/Institutional	$53.18 per Acre
Rural	$9.67 per Parcel
Exempt, Cemeteries, Common Open Space	$0.00 per Parcel

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF DUBLIN

STREET LIGHTING MAINTENANCE DISTRICT NO. 1983-1 FISCAL YEAR 2022-23

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution of Intention, adopted by the City Council of the City of Dublin on May 17, 2022, I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Dublin Street Lighting Maintenance District No. 1983-1 (the "District") submit the following Report, consisting of Section I (Introduction), and this, Section II (Engineer's Report), which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Dublin and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2022-23, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Dublin.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Dublin.

The lines and dimension of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's land use classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Dublin and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the continued installation, maintenance, and servicing of street lighting improvements within the public right-of-way which provide special benefit to parcels and properties within the District.

As generally defined in the 1972 Act, maintenance and servicing of the street lighting improvements may include one or any combination of the following:

1) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
2) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
3) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
    a) Repair, removal, or replacement of all or any part of any improvements;
    b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
    c) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
    d) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
4) Incidental expenses associated with the improvements including, but not limited to:
    a) The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
    b) The costs of printing, advertising, and publishing, posting, and mailing of notices;
    c) Compensation payable to the County for collection of assessments;
    d) Compensation of any engineer or attorney employed to render services;
    e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
    f) Costs associated with any elections held for the approval of a new or increased assessment.

Pursuant to the 1972 Act:

> "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement.

"Service" or "servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All public streetlights and other eligible improvements within the District are maintained and serviced on a regular basis, using assessment revenues. Since the assessment rate cannot be increased, due to the passage of Proposition 218 in 1996, assessment revenues have not always been sufficient to fund 100% of the annual operations and maintenance costs of street lighting in past years. In years where the revenues were less than the costs to maintain the District improvements, the District transferred funds from the District's existing fund balances to fund the shortfall in assessment revenues.

Although the District has seen an increase in revenue because of new development, the increases in costs have increased much more quickly than the increase in assessment revenue because of growth.

The proposed cost estimate for the District is shown in Table 2. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses for the next two (2) fiscal years. The summary also shows the estimated fund balance, and the projected contribution/(transfer) that will be required from the fund balance based upon the estimated expenditures and assessment revenue. Projected cost estimates are also shown for two (2) fiscal years.

The following describes the general services and costs shown in the cost estimate.

District Costs

Operating Supplies – The cost of supplies for ongoing maintenance and servicing of the street lighting improvements including street light repair parts and the labor associated with performing the repair work. In addition, a portion of this cost is set aside as a contingency amount for both large scheduled and unscheduled, but necessary repairs.

Contract with Alameda County – The cost of street light maintenance provided from the County of Alameda based on the current fiscal year contract.

California Street Light Association – The cost of Street Light Association dues based on the relative number of streetlights within the District.

Utilities Electricity – The cost of streetlight electrical energy use, including miscellaneous utility charges.

Improvements (Not Building) – The cost of improvements (not building) includes costs associated with the maintenance, construction, and rehabilitation of authorized improvements.

Miscellaneous Expenses – Costs that cannot easily be categorized into any of the other District Costs defined above.

Legal Notices – The cost of legal notices includes costs associated with preparation and publishing of any, and all required legal notices associated with the District.

District Administration – The costs of contracting with professionals to provide services specific to the annual levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District such as the cost to prepare and mail notices of the public meeting and hearing.

Public Works Administration – The cost of public works administration includes costs derived by the City's Public Works Department or other department in relation to the administration and management of the District.

County Collection Fee – The cost to the District for the County to collect assessments on the annual secured property tax bills. Alameda County charges 1.7% of the total amount levied.

Miscellaneous Costs and Collections/(Credits) Applied to Levy

Reserve Collection/(Transfer) – The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund for operations. Negative amounts shown for this cost estimate item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the Fiscal Year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660,* provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual cost estimate will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Transfer) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The annual fund Reserve Collection/(Transfer) and Capital

Improvement Fund Collection/(Transfer) are shown under the Fund Balance Information section of the Cost Estimate.

Balance to Levy – This is the total amount to be collected for the current fiscal year through the annual assessments (for special benefits). The Balance to Levy represents the sum of Total District (Direct and Administration) Costs, Reserve Fund Contributions or Transfers, Contributions from Other Revenue Sources, and the Contribution Replenishment (if any). Only those costs related to the improvements identified as conferring special benefits to property within the District are levied and collected on the tax roll.

The following page shows the cost estimates for Fiscal Year 2022-23 and 2023-24.

Table 2: City of Dublin Street Lighting Maintenance District No. 1983-1	FY 2022-23 Cost Estimate	Projected FY 2023-24 Cost Estimate
DISTRICT REVENUES		
Estimated Assessment Revenues	$ 315,395	$ 315,395
Contributions from Other Revenue Sources	$ 5,000	$ 5,500
Total District Revenues[1]	**$ 320,395**	**$ 320,895**
DISTRICT COSTS		
Operating Supplies	$ 10,000	$ 10,000
Contract with Alameda County	$ 88,786	$ 93,225
California Street Light Association	$ 1,000	$ 1,000
Utilities - Electricity	$ 192,383	$ 198,155
Improvements (Not Building)	$ -	$ -
Miscellaneous	$ -	$ -
Legal Notices	$ 575	$ 592
District Administration	$ 6,655	$ 6,855
Public Works Administration	$ -	$ -
County Collection Fee	$ 6,000	$ 6,180
Total District Costs	**$ 305,399**	**$ 316,007**
MISCELLANEOUS COSTS AND COLLECTIONS/(CREDITS) APPLIED TO LEVY		
Reserve Collection/(Transfer)	$ -	$ 5,304
Capital Improvement Fund Collection/(Transfer)	$ 14,996	$ (416)
Total Miscellaneous Costs and Collections/(Credits) Applied to Levy	**$ 14,996**	**$ 4,888**
Balance to Levy	**$ 315,395**	**$ 315,395**
Variance Between Estimated Assessment Revenues and Balance to Levy	$ -	$ -
Total Assessment Revenue at Maximum Rate	**$ 315,395**	**$ 315,395**
Variance above/(below) Maximum Assessment Revenue	$ -	$ -
FUND BALANCE INFORMATION		
Beginning Operating Reserve Fund Balance (est. 7/1/22 and 7/1/23)	$ 152,700	$ 152,700
Reserve Fund Adjustments	$ -	$ 5,304
Transfer From/(To) Capital Improvement Fund	$ -	$ -
Prior/Penalties/Public Damage	$ -	$ -
Interest	$ -	$ -
Ending Operating Reserve Fund Balance (est. 6/30/23 and 6/30/24)	**$ 152,700**	**$ 158,003**
Beginning CIF Balance (est. 7/1/22 and 7/1/23)	$ 449,776	$ 464,772
CIF Adjustment	$ 14,996	$ (416)
Transfer From/(To) Reserve Fund	$ -	$ -
Prior/Penalties/Public Damage	$ -	$ -
Interest	$ -	$ -
Ending CIF Balance (est. 6/30/23 and 6/30/24)	**$ 464,772**	**$ 464,356**

[1]Total District Revenues includes the estimated assessment revenues for each fiscal year and contributions from other revenue sources such as interest earnings, etc.

Capital Improvement Projects

In addition to collecting funds annually for maintenance, funds are also allowed to be collected for capital improvement projects. Capital improvement projects generally include the repair and replacement of public improvements authorized to be maintained by the District. These funds are collected and often accumulated in a separate fund and are not considered to be a part of the regular maintenance of the improvements.

Following is a list of capital improvement projects the City plans to address utilizing District funds in the upcoming fiscal years and thereafter as funds allow.

Citywide Streetlight Replacement: As needed replacement of streetlights that are at the end of their service life or that have been damaged due to automobile accidents.

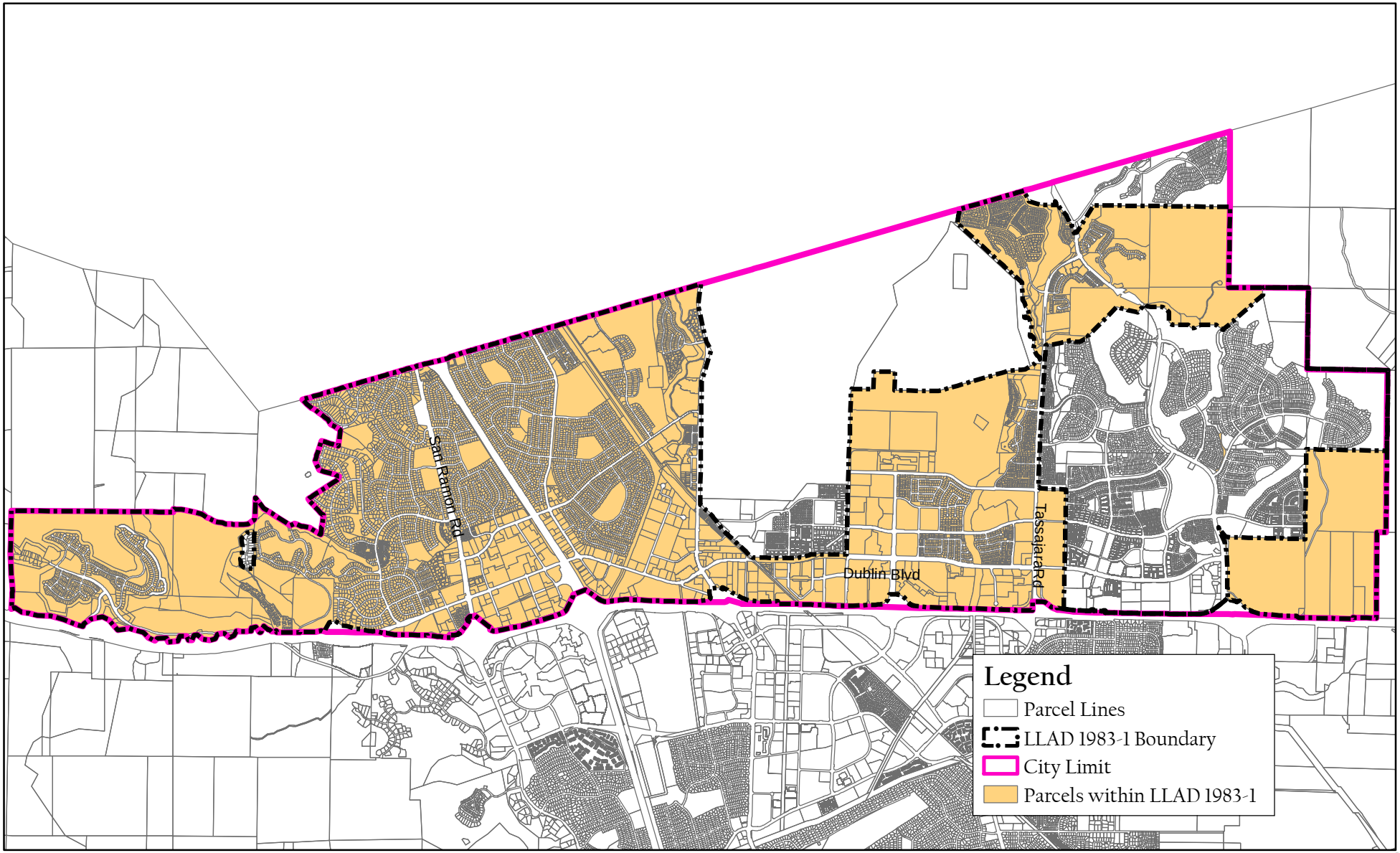
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Dublin
Street Lighting Maintenance District No. 1983-1
Assessment Diagram



Prepared by Francisco & Associates, Inc.

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N:\Dublin\FY18-19\Diagrams\LLAD1983-1_Assessment Diagram (SA 04/20/2018)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIIID Section 4:

> "*No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel."*

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements as determined at the time the District was established.

General Benefits — In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other amenities available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments outside the District boundary and any public

access or use of the improvements by others is incidental. Therefore, it has been determined that the improvements and the ongoing maintenance, servicing and operation of those improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Special Benefits — The method of apportionment (method of assessment) outlined herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements and the desirability and security of those properties as enhanced by the presence of public lighting near those properties.

The special benefits conferred on property from street lighting and other public lighting facilities includes the convenience, safety, and security of property, improvements, and goods. Specifically:

1) Enhanced deterrence of crime and the aid to police protection.

2) Increased nighttime safety on roads, streets, and public areas.

3) Improved ability of pedestrians and motorists to see.

4) Improved ingress and egress to property.

5) Reduced vandalism and other criminal acts and damage to improvements or property.

6) Improved traffic circulation and reduced nighttime accidents and personal property loss.

The preceding special benefits contribute to the aesthetic value and desirability of each of the assessed parcels within the District and thereby provide a special enhancement of the properties. Furthermore, it has been determined that the lack of funding to properly service and maintain the District improvements would have a negative impact on the properties within the District.

All the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Properties — Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

1) Publicly owned parcels that are reserved as public open space or are developed as City parks for active recreation and are maintained and serviced by the District;
2) Publicly owned wetland parcels;
3) Certain public utility parcels;

4) Privately owned open space parcels; and
5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel. The adjacent larger parcels, of which these "sliver" parcels are a part, are assessed at the residential rate

Assessment Methodology

The special benefits received by each parcel within the District and each parcel's proportional annual assessment are calculated based on a formula that utilizes Equivalent Dwelling Units. The Equivalent Dwelling Unit (EDU) method of apportionment establishes a proportional benefit relationship between the various parcels within the District and the improvements maintained by the District. The typical single family residential parcel is assigned 1.00 Equivalent Dwelling Unit (EDU) since it represented more than 73% of the total parcels within the District.

EDU's are assigned to the other land uses based upon the property's development status, type of development (County of Alameda land use code) and property size as shown in the table below. Parcels determined to be vacant will be assessed at a reduced rate of 50%, by multiplying the parcel's assigned EDU factor by 0.5 (or 50%).

TABLE 1: ASSESSMENTS TO BE LEVIED
Street Lighting Maintenance District No. 1983-1

Property Type	Assessment Rate
Single Family Residential (SFR)	$19.34 per Parcel
Condominium	$19.34 per Parcel
Duplex, Multi-Family Residential	$38.68 per Parcel
Triplex, Multi-Family Residential	$58.02 per Parcel
Fourplex, Multi-Family Residential	$77.36 per Parcel
Apartments, Multi-Family Residential	$116.04 per Parcel
Commercial/Industrial/Institutional	$106.37 per Acre
Vacant Commercial/Industrial/Institutional	$53.18 per Acre
Rural	$9.67 per Parcel
Exempt, Cemeteries, Common Open Space	$0 per Parcel

Single-Family Residential (SFR) — (County land use 1x) this land use identifies properties that are developed for single family residential use and are assigned a factor of 1.00 EDU per parcel. This is the base value that all other land use types are compared and weighted against (i.e., Equivalent Dwelling Unit "EDU"). This land use classification may include, but is not limited to, lots or parcels identified as single family residential homes, planned development (tract or townhouse type), and modular/manufactured single family residential units.

Condominium Unit — (County land use 73) this land use identifies properties that are subdivided residential parcels that have more than one residential unit developed on the property. This land use is assigned 1.00 EDU per unit.

Duplex, Multi-Family Residential — (County land use 22) this land use identifies properties that are developed for multi-family residential use and are assigned a factor of 2.00 EDU per parcel. This land use classification includes double or duplex units.

Triplex, Multi-Family Residential — (County land use 23) this land use identifies properties that are developed for multi-family residential use and are assigned a factor of 3.00 EDU per parcel. This land use classification includes triplex units; or double or duplex units together with a single-family home.

Fourplex, Multi-Family Residential — (County land use 24) this land use identifies properties that are developed for multi-family residential use and are assigned a factor of 4.00 EDU per parcel. This land use classification includes four living units; a fourplex, a triplex and a single-family home, two doubles or duplexes, or a combination thereof.

Apartment Complex, Multi-Family Residential — (County land use 7x, except 73) This land use identifies properties that are developed for multi-family residential use of five (5) or more units and are assigned a factor of 6.00 EDU per parcel. This land use classification may include, but is not limited to, lots or parcels identified as vacant apartment land capable of supporting 5 or more units, residential property converted to 5 or more units, cooperatives, restricted income properties, fraternities, sororities, church homes, multiple residential (5 or more units), and residential high-rise (7 or more units).

Commercial — (County land use 3x, 8x, 9x) this land use identifies properties that are considered improved for commercial use and are assigned a factor of 5.50 EDU per gross acre. This land use classification may include, but is not limited to, lots or parcels identified as car washes, commercial garages, automotive dealerships, parking lots, parking garages, service stations, funeral homes, nursing or boarding homes, hospitals, hotels/motels, banks, medical-dental, single and multi-story office buildings, commercial land, department stores, discount stores, restaurants, shopping centers, or supermarkets.

Industrial — (County land use 4x) this land use identifies properties that are developed for industrial use and are assigned a factor of 5.50 EDU per gross acre. This land use classification may include, but is not limited to lots, or parcels identified as vacant industrial land, warehouses, light and heavy industrial, nurseries, sand and gravel quarries, salt ponds, trucking and distribution terminals, wrecking yards, and miscellaneous industrial.

Institutional — (County land use 6x, except 65) this land use identifies properties that are developed for institutional use and are assigned a factor of 5.50 EDU per gross acre. This land use classification may include, but is not limited to, lots or parcels identified as vacant land that is a necessary part of an institutional property, improved government-owned property, low income housing (secured P.I.'s only), golf courses, private schools, churches, lodge-halls, clubhouses, and other institutional properties.

Rural Property — (County land use 5x) this land use identifies properties that are defined as rural lands and are assigned a factor of 0.50 EDU per parcel. This land use classification may include, but is not limited to, lots or parcels identified as rural residential

home sites, one or more mobile homes on rural home sites, rural property with significant commercial or industrial use, property used for agriculture (more than 10 acres), rural land in transition to higher land use classification, and rural land under non-renewal of the Williamson Act.

Exempt Property, Cemeteries & Common Open Space — (County land use 0, 03-05, 65) this land use identifies properties that are exempt from assessment and are assigned 0.00 EDU. This land use classification may include, but is not limited to, lots or parcels identified as exempt public agencies; property leased or owned by public utilities, cemeteries, and planned development common areas.

PART E

ASSESSMENT ROLL

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, are on file under separate cover with the City Clerk. Furthermore, the description of each lot or parcel is part of the records of the Assessor of the County of Alameda and those records are, by reference, made part of this report. The assessments shown will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2022-23.

Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of the parcels as shown on the Alameda County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Alameda County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

DUBLIN
CALIFORNIA

Landscape & Lighting District No. 1983-2 Fiscal Year 2022-23 Final Engineer's Report

June 21, 2022

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF DUBLIN
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1983-2
FISCAL YEAR 2022-23

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Dublin City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972 and Section 22500 et al of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 18, 2022

By: _____

Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

The City of Dublin (“City”) levies and collects special assessments on parcels within the City of Dublin Landscape and Lighting Assessment District No. 1983-2 (“District”) to maintain the landscaping and irrigation improvements within the District.

The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

General Description of the District

The District was initially formed in 1983 to provide a dedicated source of funding for the ongoing maintenance of street landscaping within Tract 4719. The District originally included the maintenance of Stagecoach Park and the landscaping along Stagecoach Road north of the City Limit; however, those improvements are no longer funded by the District. Currently, the District includes only the roadway landscaping along Stagecoach Road and on the "interior slopes" (Coral Way and Agate Way) within the Dublin Hills Estates development. The maintenance cost of Stagecoach Park, as well as the undeveloped Dougherty Hills Park, is paid by the City through the Park Maintenance Operating Budget and is not a part of this Assessment District.

A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (“1972 Act”). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIIID (“Article XIIID”), which was enacted with the passage of Proposition 218 in November 1996.

Pursuant to Article XIIID Section 5, certain existing assessments were exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(a) exempted:

> *"Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4."*

The City determined that the annual assessments originally established for the District were for the maintenance and operation of landscaping within the public street rights-of-way or public easements.

However, in 2003/2004, the City conducted a public hearing that included a mailed ballot to all the property owners in this District proposing an increased assessment to maintain and replace certain landscaping improvements. In accordance with the requirements of Proposition 218, the property owners approved a 10% increase in assessment rates and the addition of an escalation clause for succeeding years that allows the maintenance cost to increase according to the Consumer Price Index and the utility cost to increase according to the actual cost of utilities.

Any future increase in the assessment rate more than the maximum allowable rate or substantial changes in the services provided would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner pursuant to the provisions of the California Constitution Article XIIID.

Summary of District

A summary of the assessments to be levied in Fiscal Year 2022-23 for each property type is shown in the table below.

TABLE 1: SUMMARY OF PROPOSED ASSESSMENTS
Landscape & Lighting District No. 1983-2

Property Type	Assessment Rate
Single Family Residential (SFR)	$448.60 per Parcel
Multi Family Residential (MFR)	$75.87 per Parcel/Unit
Exempt, Cemeteries, Common Open Space	$0.00 per Parcel

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF DUBLIN

LANDSCAPE AND LIGHTING DISTRICT NO. 1983-2
FISCAL YEAR 2022-23

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution of Intention, adopted by the City Council of the City of Dublin on May 17, 2022, I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Dublin Landscape and Lighting District No. 1983-2 (the "District") submit the following Report, consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Dublin and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2022-23, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Dublin.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Dublin.

The lines and dimension of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's land use classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Dublin and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and servicing of the landscaping and irrigation improvements within the public right-of-way and public easement along Stagecoach Road between the limits of Amador Valley Boulevard and the northerly City Limit. In addition, the District also provides for the maintenance of the slopes, including landscaping and irrigation, within the public right-of-way for the slope areas along the rear of Lots 80 through 86, and 37 through 48 within Tract 4719.

As generally defined in the 1972 Act, maintenance and servicing of the improvements may include one or any combination of the following:

1) The installation or planting of landscaping. The installation or construction of statuary, fountains, and other ornamental structures and facilities.
2) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
3) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
    a. Repair, removal, or replacement of all or any part of any improvements;
    b. Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, paving, or water, irrigation, drainage, or electrical facilities
    c. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
    d. The removal of trimmings, rubbish, debris, and other solid waste;
    e. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
    f. Electric current or energy, gas, or other agent for the lighting or operation of any other improvements;
    g. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
4) Incidental expenses associated with the improvements including, but not limited to:
    a. The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
    b. The costs of printing, advertising, and the publishing, posting, and mailing of notices;
    c. Compensation payable to the County for collection of assessments;

d. Compensation of any engineer or attorney employed to render services;
e. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
f. Costs associated with any elections held for the approval of a new or increased assessment.

Pursuant to the 1972 Act:

> "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement.
>
> "Service" or "servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All landscape and other eligible improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown on a following page herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows the estimated fund balance, and the projected contribution/ (transfer) based upon the estimated expenditures and assessment revenue. Projected cost estimates are also shown for the next two (2) fiscal years.

The following describes the general services and costs shown in the cost estimate.

District Costs

Maintenance Landscape – The cost of maintenance and repair of the landscaping and open space areas within the District.

Utilities Water – The cost of furnishing water for maintenance of landscape and irrigation systems within the District.

Utilities Electricity – The cost of electricity for maintenance of landscape, powering of irrigation systems, and entry lighting within the District.

Miscellaneous Expenses – Costs that cannot easily be categorized into any of the other District Costs defined above.

Legal Notices – The cost of legal notices includes costs associated with preparation and publishing of any, and all required legal notices associated with the District.

District Administration – The costs of contracting with professionals to provide services specific to the annual levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District such as the cost to prepare and mail notices of the public meeting and hearing.

Public Works Administration – The cost of public works administration includes costs derived by the City's Public Works Department or other department in relation to the administration and management of the District.

County Collection Fee – The cost to the District for the County to collect assessments on the annual secured property tax bills. Alameda County charges 1.7% of the total levy amount.

Miscellaneous Costs and Collections/(Credits) Applied to Levy

Reserve Collection/(Transfer) – The 1972 Act pursuant to Chapter 1, Article 4 Section 22569 (a), provides for a District Reserve Fund for operations. Negative amounts shown for this cost estimate item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660,* provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual cost estimate will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Transfer) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the cost estimate.

Balance to Levy – This is the total amount to be collected for the current fiscal year through the annual assessments (for special benefits). The Balance to Levy represents the sum of Total District (Direct and Administration) Costs, Reserve Fund Contributions or Transfers, Contributions from Other Revenue Sources, and the Contribution Replenishment (if any). Only those costs related to the improvements identified as conferring special benefits to property within the District are levied and collected on the tax roll.

The following page shows the cost estimates for Fiscal Year 2022-23 and 2023-24.

Table 2: City of Dublin Landscape & Lighting District No. 1983-2	FY 2022-23 Cost Estimate	Projected FY 2023-24 Cost Estimate
DISTRICT REVENUES		
Estimated Assessment Revenues	$ 109,241	$ 111,425
Contributions from Other Revenue Sources	$ 3,000	$ 3,300
Total District Revenues[1]	**$ 112,241**	**$ 114,725**
DISTRICT COSTS		
Maintenance - Landscape (MCE)	$ 42,772	$ 43,803
Utilities - Water	$ 28,308	$ 29,723
Utilities - Electricity	$ 1,638	$ 1,720
Miscellaneous Expenses	$ -	$ -
Legal Notices	$ 575	$ 592
District Administration	$ 3,410	$ 3,512
Public Works Administration	$ -	$ -
County Collection Fee	$ 1,763	$ 1,816
Total District Costs	**$ 78,466**	**$ 81,166**
MISCELLANEOUS COSTS AND COLLECTIONS/(CREDITS) APPLIED TO LEVY		
Reserve Collection/(Transfer)	$ -	$ 1,350
Capital Improvement Fund (CIF) Collection/(Transfer)	$ 33,775	$ 32,209
Total Miscellaneous Costs and Collections/(Credits) Applied to Levy	**$ 33,775**	**$ 33,559**
Balance to Levy	**$ 109,241**	**$ 111,425**
Variance Between Estimated Assessment Revenues and Balance to Levy	$ -	$ -
Total Assessment Revenue at Maximum Rate[2]	**$ 118,778**	**$ 121,154**
Variance above/(below) Maximum Assessment Revenue	$ (9,538)	$ (9,729)
FUND BALANCE INFORMATION		
Beginning Operating Reserve Fund Balance (est. 7/1/22 and 7/1/23)	$ 39,233	$ 39,233
Reserve Fund Adjustments	$ -	$ 1,350
Transfer From/(To) Capital Improvement Fund	$ -	$ -
Prior/Penalties/Public Damage	$ -	$ -
Interest	$ -	$ -
Ending Operating Reserve Fund Balance (est. 6/30/23 and 6/30/24)	**$ 39,233**	**$ 40,583**
Beginning CIF Balance (est. 7/1/22 and 7/1/23)	$ 298,726	$ 332,501
CIF Adjustment	$ 33,775	$ 32,209
Transfer From/(To) Reserve Fund	$ -	$ -
Prior/Penalties/Public Damage	$ -	$ -
Interest	$ -	$ -
Ending CIF Balance (est. 6/30/23 and 6/30/24)	**$ 332,501**	**$ 364,709**

[1]Total District Revenues includes the estimated assessment revenues for each fiscal year and contributions from other revenue sources such as interest earnings, etc.

[2]The Maximum Assessment Revenue for Fiscal Year (FY) 2023/24 was estimated to be equal to the FY 2022/23 Maximum Assessment Revenues and escalated by 2%.

Capital Improvement Projects

In addition to collecting funds annually for maintenance, funds are also allowed to be collected for capital improvement projects. Capital improvement projects generally include the repair and replacement of public improvements authorized to be maintained by the District. These funds are collected and often accumulated in a separate fund and are not considered to be a part of the regular maintenance of the improvements.

Following is a list of capital improvement projects the City plans to address utilizing District funds in the upcoming fiscal years and thereafter as funds allow.

General Improvements: The City has identified the need for minor retaining wall repairs, additional irrigation and planting, as well as repairs to V-ditches, which fall outside the scope of the regular maintenance budget for the District. Repairs will be addressed based upon need and available fund balance in the upcoming two-year cycle.

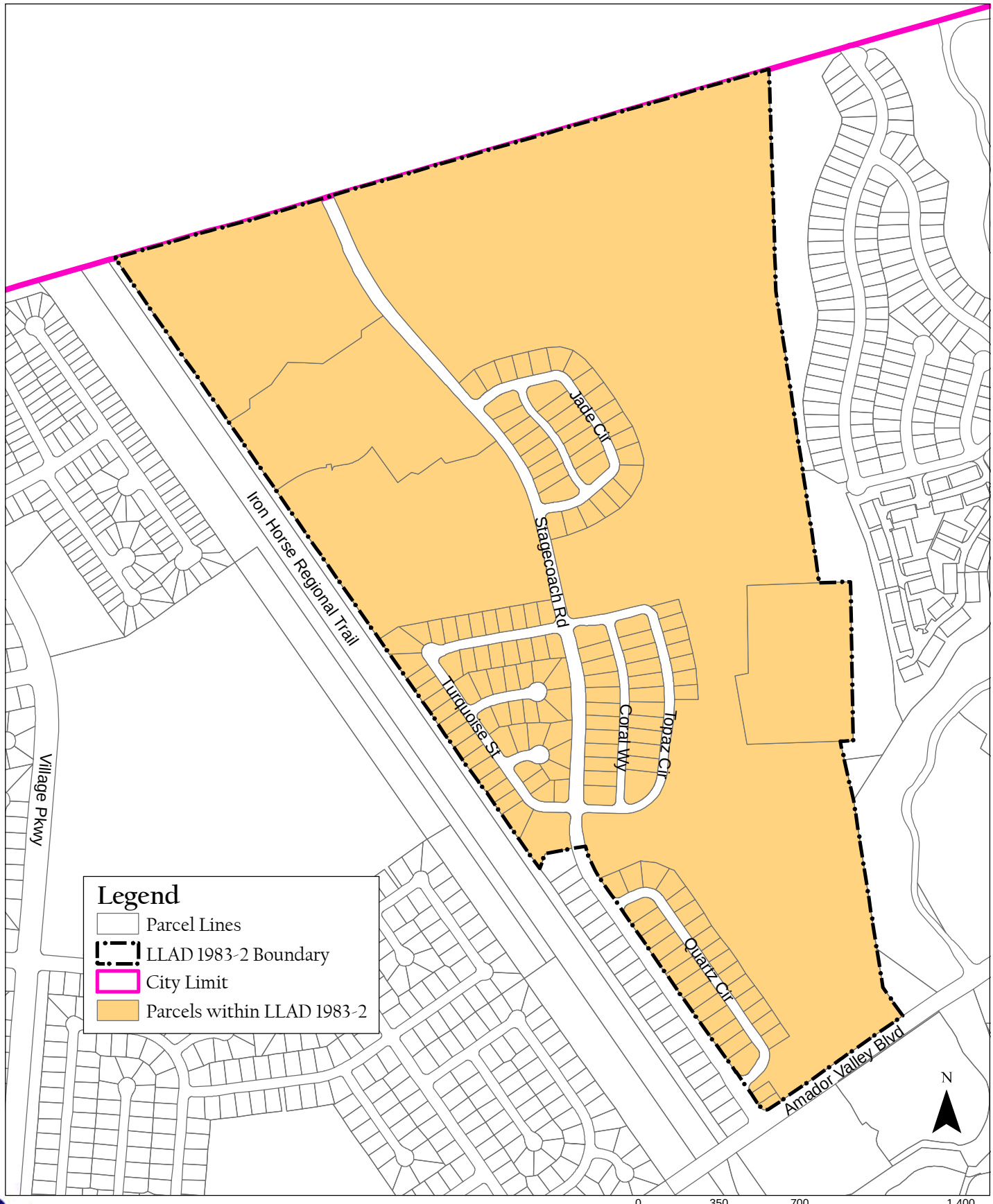
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Dublin
Landscape and Lighting District No. 1983-2
Assessment Diagram



Prepared by Francisco & Associates, Inc.

N:\Dublin\FY18-19\Diagrams\LLAD1983-2_Assessment Diagram (SA 01/24/2018)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIIID Section 4:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel."*

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements as determined at the time the District was established.

General Benefits — In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other amenities available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments outside the District boundary and any public

access or use of the improvements by others is incidental. Therefore, it has been determined that the improvements and the ongoing maintenance, servicing and operation of those improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Special Benefits — The method of apportionment (method of assessment) established herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements and the desirability of those properties enhanced by the presence of well-maintained landscaping near those properties.

The special benefits associated with landscape improvements are specifically:

1) Enhanced desirability of properties through association with the improvements.

2) Improved aesthetic appeal of properties providing a positive representation of the area and properties.

3) Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.

4) Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention.

5) Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.

6) Enhanced quality of life through well-maintained green space and landscaped areas.

7) Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.

8) Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation, and attenuating noise.

The preceding special benefits contribute to the aesthetic value and desirability of each of the assessed parcels within the District and thereby provide a special enhancement of the properties. Furthermore, it has been determined that the lack of funding to properly service and maintain the District improvements would have a negative impact on the properties within the District.

Non-Assessable Properties — Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

1) Publicly owned parcels that are reserved as public open space or are developed as City Parks for active recreation and are maintained and serviced by the District;
2) Publicly owned wetland parcels;
3) Certain public utility parcels;
4) Privately owned open space parcels; and
5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel. The adjacent larger parcel, of which these "sliver" parcels are a part, are assessed at the residential rate.

Assessment Methodology

The special benefits received by each parcel within the District and each parcel's proportional annual assessment are calculated as follows:

- Sixty-one and six tenths' percent (61.6%) spread equally to the 150 single family homes of Dublin Estates; and
- Thirty-eight and four tenths' percent (38.4%) spread equally among the 553 apartments/condominiums of Amador Lakes Complex.

Maximum Assessment Rate

It is recognized that the cost of maintaining the District improvements increases slightly every year because of inflation. In Fiscal Year 2003-04, the property owners approved a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation.

The maximum assessment amount for each property type shall be increased each fiscal year in an amount equal to the annual percentage increase of the local San Francisco Oakland San Jose Area Consumer Price Index ("Index") for "All Urban Wage Earners and Clerical Workers" which is applied to all costs except utilities (water and electricity), plus the actual percentage increase in utility costs (collectively, "Annual Escalation Factor").

In order to implement the District's Annual Escalation Factor annually, two rates were developed based on the cost estimate that was prepared at the time the property owners approved the annual escalator. The first rate (the "CPI Rate") was created to encompass the annual District cost increases except for utilities. The second rate (the "Utility Rate") was created to encompass the annual utility cost increases.

The Index is to be applied annually to the prior year's maximum CPI Rate for each property type to pay for all costs except utilities. The maximum Utility Rate was established to pay for all utility costs for each property type and is to be increased annually

by the percentage change in the budgeted amount for utilities as shown in the District's annual fiscal year Engineer's Reports. The increase in utility costs shall be calculated by taking the upcoming fiscal year's budgeted amount for utilities and subtracting the District's previous highest yearly budgeted amount for utilities. This difference is used to calculate the annual increase in the Utility Rate for each property type. The combination of the maximum CPI Rate and maximum Utility Rate (collectively, "Maximum Assessment Rate") shall equal the Maximum Assessment Rate for the upcoming fiscal year. Please see Table 3 for details regarding the Maximum Assessment Rate for Fiscal Year 2022-23.

The timing of the annual percentage increase of the Index was changed beginning in 2018 and for each year thereafter for administrative purposes, to ensure the City is allowed the time necessary to have all annual documents prepared and approved by the City Council by June of each year, and to meet both County submittal and statutory requirements. Each fiscal year, the City shall identify the annual percentage difference in the Index between the most recent calendar year and that of the prior calendar year; more specifically, the annual percentage change used to escalate the prior year's assessment rates for Fiscal Year 2022-23 was determined based on the difference using the annual amount for calendar years 2021 and 2020. Should the Bureau of Labor Statistics revise such Index or discontinue the preparation of such Index, the City shall use the revised index or comparable index as approved by the City Council for determining fluctuations in the cost of living. The following table shows the Maximum Assessment Rates allowable for Fiscal Year 2022-23.

TABLE 3: MAXIMUM ASSESSMENT RATE Landscape & Lighting District No. 1983-2	
CPI for 2020 Calendar Year[1]	292.601
CPI for 2021 Calendar Year[1]	304.602
% Change in CPI - Increase	4.10%
FY 2021/22 Maximum Rate per SFR - CPI Rate	$322.53
FY 2021/22 Maximum Rate per MFR - CPI Rate	$54.54
FY 2022/23 Maximum Rate per SFR - CPI Rate	$335.76
FY 2022/23 Maximum Rate per MFR - CPI Rate	$56.77
Prior Year Maximum Utility Budget[2]	$37,020
Utility Budget for FY 2022/23	$29,946
% Change in Utilities Rate - Increase[3]	0.000%
FY 2021/22 Maximum Rate per SFR - Utility Rate	$152.03
FY 2021/22 Maximum Rate per MFR - Utility Rate	$25.71
FY 2022/23 Maximum Rate per SFR - Utility Rate	$152.03
FY 2022/23 Maximum Rate per MFR - Utility Rate	$25.71
FY 2021/22 Maximum Assessment Rate per SFR	$474.56
FY 2021/22 Maximum Assessment Rate per MFR	$80.24
FY 2022/23 Maximum Assessment Rate per SFR[4]	$487.79
FY 2022/23 Maximum Assessment Rate per MFR[4]	$82.48

[1] CPI is based off of the All Urban Wage Earners and Clerical Workers.

[2] The FY 2020/21 Budget Amount for Utilities was the previous highest amount budgeted for utility costs.

[3] Equals the % difference between the FY 2021/22 and FY 2022/23 Maximum Utility Rate. If the Utility Budget does not increase, no increase will be realized.

[4] Equals the FY 2021/22 Maximum CPI Rate + Maximum Utility Rate.

If the City Council determines that an inflation adjustment is not required for a given fiscal year, the City Council may authorize the ensuing fiscal year's assessment without applying the adjustment formula to the amount levied. If the cost estimate and assessments for the District require an increase greater than the adjustment set forth in the formula, then the proposed increase would be subject to approval by the District property owners. Each fiscal year, the maximum assessment rate shall increase at the maximum amount allowable regardless of whether the increase is levied to the parcels within the District.

PART E

ASSESSMENT ROLL

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, are on file under separate cover with the City Clerk. Furthermore, the description of each lot or parcel is part of the records of the Assessor of the County of Alameda and those records are, by reference, made part of this report. The assessments shown will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2022-23.

Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of the parcels as shown on the Alameda County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Alameda County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

DUBLIN
CALIFORNIA

Landscape & Lighting District No. 1986-1 Fiscal Year 2022-23 Final Engineer's Report

June 21, 2022

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF DUBLIN
LANDSCAPE AND LIGHTING DISTRICT NO. 1986-1
FISCAL YEAR 2022-23

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Dublin City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972 and Section 22500 et al of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 18, 2022

By: _____
Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

The City of Dublin ("City") levies and collects special assessments on parcels within Landscape and Lighting District No. 1986-1 ("District") to maintain the improvements within the Villages in the Willow Creek area.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

General Description of the District

The District was initially formed in 1986 to provide a dedicated source of funding for the ongoing maintenance of landscaping, including fencing and sound walls, along the west side of Dougherty Road from Amador Valley Boulevard to the northerly City Limit, along Amador Valley Boulevard from Dougherty Road to Wildwood Road, along Wildwood Road and Fall Creek Road, and certain landscaped areas within the Ridgecreek single-family home development. Landscaping within the condominium and apartment developments is the responsibility of the homeowners' association(s) or property owner(s) for those individual developments.

A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996.

In Fiscal Year 2001-02, the assessments in the District were increased by 54% with the approval of property owners in compliance with the requirements of Proposition 218. The increase in the assessment rate was required as the reserve funds had become depleted and could no longer be used to offset utility and maintenance cost increases. The property owners also approved an escalation clause for future years that allows the assessment to increase according to the annual percentage change of the Consumer Price Index and the utility cost to increase according to the actual cost of utilities.

Any future increase in the assessment rate in excess of the maximum allowable rate or substantial changes in the services provided would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Summary of District

A summary of the assessments to be levied in Fiscal Year 2022-23 for each property type is shown in the table below.

TABLE 1: SUMMARY OF PROPOSED ASSESSMENTS
Landscape & Lighting District No. 1986-1

Property Type	EDU Factor	Assessment Rate	
Single Family Residential (SFR)	1.00 per Parcel	$298.03	per Parcel
Multi Family Residential (MFR)	0.50 per Unit	$149.02	per Unit
Commercial	4.00 per Parcel	$1,192.10	per Parcel
Exempt, Cemeteries, Common Open Space	0.00 per Parcel	$0.00	per Parcel

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF DUBLIN

LANDSCAPE AND LIGHTING DISTRICT NO. 1986-1
FISCAL YEAR 2022-23

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution of Intention, adopted by the City Council of the City of Dublin on May 17, 2022, I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Dublin Landscape and Lighting District No. 1986-1 (the “District”) submit the following Report, consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Dublin and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2022-23, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Dublin.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Dublin.

The lines and dimension of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's land use classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Dublin and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and servicing of landscaping, including fencing and sound-walls within the public rights-of-way and within public easements within private streets, which provide special benefit to parcels and properties within the District. The specific improvements maintained by the District include:

a. The median and roadside landscaping along the north side of Willow Creek Drive.

b. Roadside landscaping along Shady Creek Drive within Lots 1, 2, 3, 4, 5, 6, 15, 16, 37, 38, and south of Lot 145, all within Tract 5511.

c. Roadside landscaping, wall, fence, and pathway improvements along the west side of Dougherty Road, between Amador Valley Boulevard and the northerly City limit, and along the north side of Amador Valley Boulevard, between Dougherty Road and Wildwood Road.

d. Roadside landscaping, fence, and pathway improvements on the west side of Wildwood Road.

e. Roadside landscaping, fence, wall, and pathway improvements on the west side of Dougherty Road and the south side of Amador Valley Boulevard, adjacent to Lot 150.

f. Roadside landscaping, fence, and pathway improvements on the west and north sides of Fall Creek Road.

g. Roadside landscaping and emergency access surfacing at the north end of Crossridge Road within the street right-of-way.

Pursuant to the 1972 Act:

> "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement.
>
> "Service" or "servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All landscaping and other eligible improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown on a following page herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows the estimated fund balance, and the projected contribution/(transfer) based upon the estimated expenditures and assessment revenue. Projected cost estimates are also shown for the next two (2) fiscal years.

The following describes the general services and costs shown in the cost estimate.

District Costs

Maintenance Landscape – The cost of maintenance and repair of the landscaping and open space areas within the District.

Utilities Water – The cost of furnishing water for maintenance of landscape and irrigation systems within the District.

Utilities Electricity – The cost of electricity for maintenance of landscape and powering of irrigation systems within the District.

Miscellaneous Expenses – Costs that cannot easily be categorized into any of the other District Costs defined above.

Legal Notices – The cost of legal notices includes costs associated with preparation and publishing of any, and all required legal notices associated with the District.

District Administration – The costs of contracting with professionals to provide services specific to the annual levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District such as the cost to prepare and mail notices of the public meeting and hearing.

Public Works Administration – The cost of public works administration includes costs derived by the City's Public Works Department or other department in relation to the administration and management of the District.

County Collection Fee – The cost to the District for the County to collect assessments on the annual secured property tax bills. Alameda County charges 1.7% of the total levy amount.

Miscellaneous Costs and Collections/(Credits) Applied to Levy

Reserve Collection/(Transfer) – The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund for operations. Negative amounts shown for this cost estimate item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the Fiscal Year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660,* provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual cost estimate will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Transfer) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Cost Estimate.

Balance to Levy – This is the total amount to be collected for the current fiscal year through the annual assessments (for special benefits). The Balance to Levy represents the sum of Total District (Direct and Administration) Costs, Reserve Fund Contributions or Transfers, Contributions from Other Revenue Sources, and the Contribution Replenishment (if any). Only those costs related to the improvements identified as conferring special benefits to property within District are levied and collected on the tax roll.

The following page shows the cost estimates for Fiscal Year 2022-23 and 2023-24.

Table 2: City of Dublin Landscape & Lighting District No. 1986-1	FY 2022-23 Cost Estimate	Projected FY 2023-24 Cost Estimate
DISTRICT REVENUES		
Estimated Assessment Revenues	$ 194,169	$ 198,052
Contributions from Other Revenue Sources	$ 4,500	$ 4,950
Total District Revenues[1]	**$ 198,669**	**$ 203,002**
DISTRICT COSTS		
Maintenance - Landscape (MCE Base Amount)	$ 45,768	$ 45,981
Maintenance - Landscape (MCA Additional)	$ -	$ -
Utilities - Water	$ 73,143	$ 76,800
Utilities - Electricity	$ 2,356	$ 2,474
Miscellaneous Expenses	$ -	$ -
Legal Notices	$ 575	$ 592
District Administration	$ 3,410	$ 3,512
Public Works Administration	$ -	$ -
County Collection Fee	$ 2,850	$ 2,936
Total District Costs	**$ 128,102**	**$ 132,295**
MISCELLANEOUS COSTS AND COLLECTIONS/(CREDITS) APPLIED TO LEVY		
Reserve Collection/(Transfer)	$ -	$ 2,097
Capital Improvement Fund (CIF) Collection/(Transfer)	$ 70,567	$ 68,611
Total Miscellaneous Costs and Collections/(Credits) Applied to Levy	**$ 70,567**	**$ 70,707**
Balance to Levy	**$ 194,169**	**$ 198,052**
Variance Between Estimated Assessment Revenues and Balance to Levy	$ -	$ -
Total Assessment Revenue at Maximum Rate[2]	**$ 194,169**	**$ 198,052**
Variance above/(below) Maximum Assessment Revenue	$ -	$ -
FUND BALANCE INFORMATION		
Beginning Operating Reserve Fund Balance (est. 7/1/22 and 7/1/23)	$ 64,051	$ 64,051
Reserve Fund Adjustments	$ -	$ 2,097
Transfer From/(To) Capital Improvement Fund	$ -	$ -
Prior/Penalties/Public Damage	$ -	$ -
Interest	$ -	$ -
Ending Operating Reserve Fund Balance (est. 6/30/23 and 6/30/24)	**$ 64,051**	**$ 66,148**
Beginning CIF Balance (est. 7/1/22 and 7/1/23)[3]	$ 36,928	$ 107,495
CIF Adjustment	$ 70,567	$ 68,610
Transfer From/(To) Reserve Fund	$ -	$ -
Prior/Penalties/Public Damage	$ -	$ -
Interest	$ -	$ -
Ending CIF Balance (est. 6/30/23 and 6/30/24)[3]	**$ 107,495**	**$ 176,105**

[1]Total District Revenues includes the estimated assessment revenues for each fiscal year and contributions from other revenue sources such as interest earnings, etc.

[2]The Maximum Assessment Revenue for Fiscal Year (FY) 2023/24 was estimated to be equal to the FY 2022/23 Maximum Assessment Revenues and escalated by 2%.

[3]The City is planning to utilize the CIF Balance to contribute towards the cost for future fencing projects throughout the District.

Capital Improvement Projects

In addition to collecting funds annually for maintenance, funds are also allowed to be collected for capital improvement projects. Capital improvement projects generally include the repair and replacement of public improvements authorized to be maintained by the District. These funds are collected and often accumulated in a separate fund and are not considered to be a part of the regular maintenance of the improvements.

Following is a list of capital improvement projects the City plans to address utilizing District funds in the upcoming fiscal year and thereafter.

General Improvements: The City has identified the need for additional plantings, as well as sidewalk repairs, which fall outside of the regular maintenance budget for this District. Repairs will be addressed based upon need and available fund balance in the upcoming two-year cycle.

Alamo Creek Park and Assessment District - Fence Replacement: The City has identified the need to remove, replace, and/or repair tubular steel fencing throughout the District and around and within Alamo Creek Park. The projects costs associated with Alamo Creek Park fencing is not funded by the District, but is funded by the City's General Fund. District funding for the project is currently $400,000.

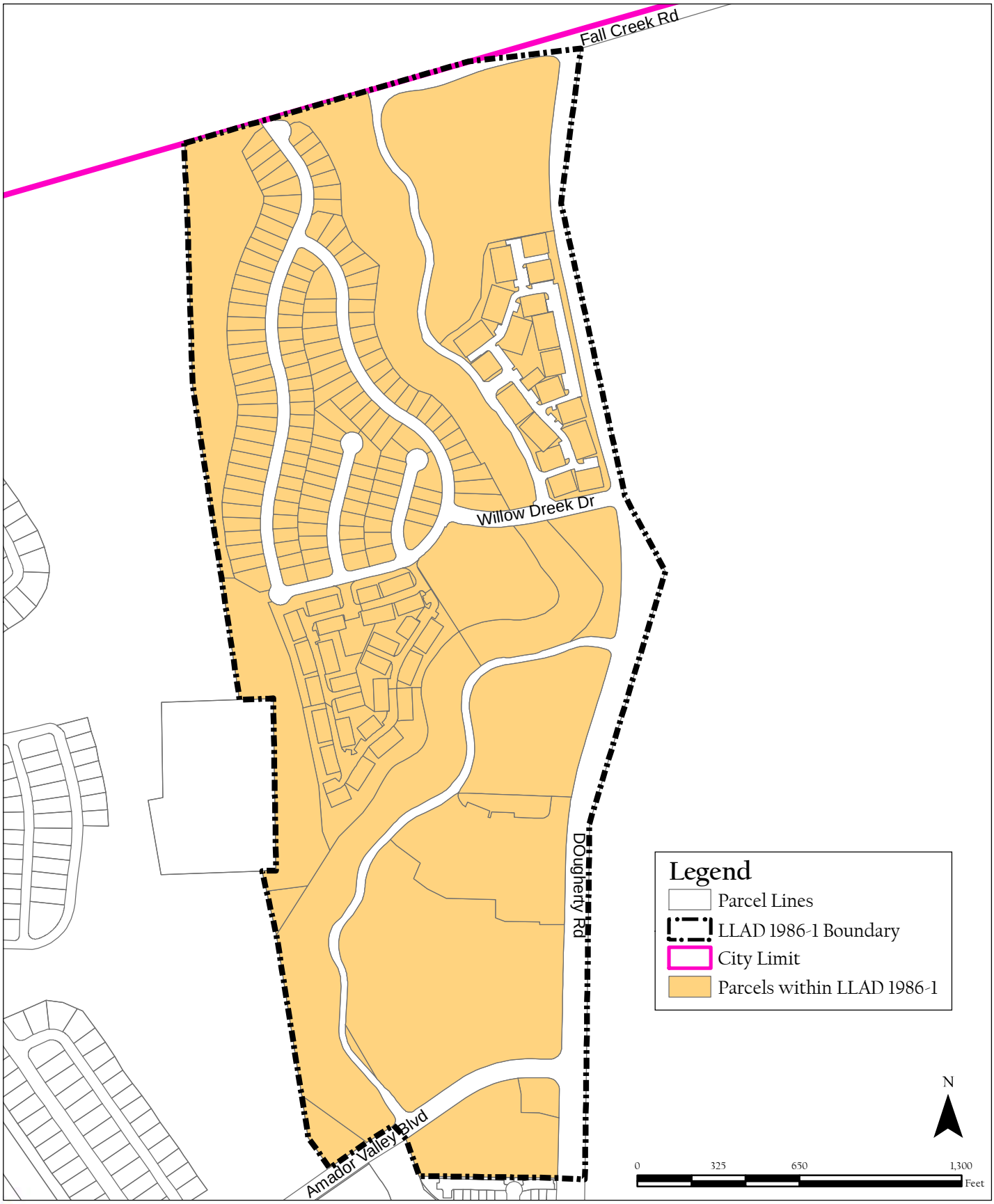
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Dublin
Landscape and Lighting District No. 1986-1
Assessment Diagram



Prepared by Francisco & Associates, Inc.

N:\Dublin\FY18-19\Diagrams\LLAD1986-1_Assessment Diagram (SA 04/17/2018)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIIID Section 4:

> "*No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel."*

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements as determined at the time the District was established.

General Benefits — In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District, and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other amenities available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments outside the District boundary and any public access or use of the improvements by others is incidental. Therefore, it has been

determined that the improvements and the ongoing maintenance, servicing and operation of those improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Special Benefits — The method of apportionment (method of assessment) established herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements and the desirability of those properties is enhanced by the presence of well-maintained landscaping near those properties.

The special benefits associated with landscape improvements are specifically:

1) Enhanced desirability of properties through association with the improvements.
2) Improved aesthetic appeal of properties providing a positive representation of the area and properties.
3) Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
4) Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention.
5) Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
6) Enhanced quality of life through well-maintained green space and landscaped areas.
7) Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
8) Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation, and attenuating noise.

The preceding special benefits contribute to the aesthetic value and desirability of each of the assessed parcels within the District and thereby provide a special enhancement of the properties. Furthermore, it has been determined that the lack of funding to properly service and maintain the District improvements would have a negative impact on the properties within the District.

Non-Assessable Properties — Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

1) Publicly owned parcels that are reserved as public open space or are developed as City parks for active recreation and are maintained and serviced by the District;
2) Publicly owned wetland parcels;
3) Certain public utility parcels;
4) Privately owned open space parcels; and
5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel.

Assessment Methodology

The special benefits received by each parcel within the District and each parcel's proportional annual assessment are calculated on the basis of a formula that utilizes Equivalent Dwelling Units. The Equivalent Dwelling Unit (EDU) method of apportionment establishes a proportional benefit relationship between the various parcels within the District and the improvements maintained by the District. The typical single family residential parcel is assigned 1.00 EDU.

EDU's are assigned to the other land uses based upon the property's development status, and type of development (County of Alameda land use code) as shown in the table below.

TABLE 3: ASSESSMENT METHODOLOGY
Landscape & Lighting District No. 1986-1

Property Type	EDU Factor
Single Family Residential (SFR)	1.00 per Parcel
Multi Family Residential (MFR)	0.50 per Unit
Commercial	4.00 per Parcel
Exempt, Cemeteries, Common Open Space	0.00 per Parcel

Single-Family Residential (SFR) — (County land use 1x) This land use identifies properties that are developed for single-family residential use and are assigned a factor of 1.00 EDU per parcel. This is the base value that all other land use types are compared and weighted against using EDUs.

Multi-Family Residential — This land use identifies properties that are developed for multi-family use and are assigned a factor of 0.50 EDU per unit.

Commercial — This land use identifies properties that are classified for commercial use and are assigned a factor of 4.00 EDU per parcel/lot.

Common Open Space, Cemeteries & Other Exempt Property — This land use identifies properties that are exempt from assessment and are assigned 0.00 EDU.

The following formulas are used to calculate each property's assessment:

Total Balance to Levy / Total EDUs = Levy per EDU (Rate)

Parcel EDU x Levy per EDU = Parcel Levy Amount

Maximum Assessment Rate

It is recognized that the cost of maintaining the District improvements increases slightly every year because of inflation. In Fiscal Year 2001-02, the property owners approved a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation.

The maximum assessment amount for each property type shall be increased each fiscal year in an amount equal to the annual percentage increase of the local San Francisco-Oakland-San Jose Area Consumer Price Index ("Index") for "All Urban Wage Earners and Clerical Workers" which is applied to all costs except utilities (water and electricity), plus the actual percentage increase in utility costs (collectively, "Annual Escalation Factor").

In order to implement the District's Annual Escalation Factor annually, two rates were developed based on the cost estimate that was prepared at the time the property owners approved the annual escalator. The first rate (the "CPI Rate") was created to encompass the annual District cost increases except for utilities. The second rate (the "Utility Rate") was created to encompass the annual utility cost increases.

The Index is to be applied annually to the prior year's maximum CPI Rate for each property type to pay for all costs except utilities. The maximum Utility Rate was established to pay for all utility costs for each property type and is to be increased annually by the percentage change in the budgeted amount for utilities as shown in the District's annual fiscal year Engineer's Reports. The increase in utility costs shall be calculated by taking the upcoming fiscal year's budgeted amount for utilities and subtracting the District's previous highest yearly budgeted amount for utilities. This difference is used to calculate the annual increase in the Utility Rate for each property type. The combination of the maximum CPI Rate and maximum Utility Rate (collectively, "Maximum Assessment Rate") shall equal the Maximum Assessment Rate for the upcoming fiscal year. Please see Table 3 for details regarding the Maximum Assessment Rate for Fiscal Year 2022-23.

The timing of the annual percentage increase of the Index was changed beginning in 2018 and for each year thereafter for administrative purposes, to ensure the City is allowed the time necessary to have all annual documents prepared and approved by the City Council by June of each year, and to meet both County submittal and statutory requirements. Each fiscal year starting in 2018, the City shall identify the annual percentage difference in the Index between the most recent calendar year and that of the prior calendar year; more specifically, the annual percentage change used to escalate the prior year's assessment rates for Fiscal Year 2022-23 was determined based on the difference using the annual amount for calendar years 2021 and 2020. Should the Bureau of Labor Statistics revise such Index or discontinue the preparation of such Index, the City shall use the revised index or comparable index as approved by the City Council for determining fluctuations in the cost of living. The following table shows the Maximum Assessment Rates allowable for Fiscal Year 2022-23.

TABLE 3: MAXIMUM ASSESSMENT RATE Landscape & Lighting District No. 1986-1	
CPI for 2020 Calendar Year[1]	292.601
CPI for 2021 Calendar Year[1]	304.602
% Change in CPI - Increase	4.10%
FY 2021/22 Maximum Rate per EDU - CPI Rate	$163.61
FY 2022/23 Maximum Rate per EDU - CPI Rate	$170.32
Prior Year Maximum Utility Budget[2]	$83,200
Utility Budget for FY 2022/23	$75,499
% Change in Utility Rate - Increase[3]	0.000%
FY 2021/22 Maximum Rate per EDU - Utility Rate	$127.71
FY 2022/23 Maximum Rate per EDU - Utility Rate	$127.71
FY 2021/22 Maximum Assessment Rate per EDU	$291.32
FY 2022/23 Maximum Assessment Rate per EDU[4]	$298.03

[1] CPI is based off of the All Urban Wage Earners and Clerical Workers.

[2] The FY 2017/18 Budget Amount for Utilities was the previous highest amount budgeted for utility costs.

[3] Equals the % difference between the FY 2021/22 and FY 2022/23 Maximum Utility Rate. If the Utility Budget does not increase, no increase will be realized.

[4] Equals the FY 2022/23 Maximum CPI Rate + Maximum Utility Rate.

If the City Council determines that an inflation adjustment is not required for a given fiscal year, the City Council may authorize the ensuing fiscal year's assessment without applying the adjustment formula to the amount levied. If the cost estimate and assessments for the District require an increase greater than the adjustment set forth in the formula, then the proposed increase would be subject to approval by the District property owners. Each fiscal year, the maximum assessment rate shall increase at the maximum amount allowable regardless of whether the increase is levied to the parcels within the District.

PART E

ASSESSMENT ROLL

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, are on file under separate cover with the City Clerk. Furthermore, the description of each lot or parcel is part of the records of the Assessor of the County of Alameda and those records are, by reference, made part of this report. The assessments shown will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2022-23.

Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of the parcels as shown on the Alameda County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Alameda County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

DUBLIN
CALIFORNIA

Landscape & Lighting District No. 1997-1 Fiscal Year 2022-23 Final Engineer's Report

June 21, 2022

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF DUBLIN
LANDSCAPE AND LIGHTING DISTRICT NO. 1997-1
FISCAL YEAR 2022-23

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Dublin City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972 and Section 22500 et al of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 18, 2022

By: _____
Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

The City of Dublin ("City") levies and collects special assessments on parcels within the City of Dublin Landscape and Lighting District No. 1997-1 ("District") to maintain the landscaping and irrigation improvements within the Santa Rita area.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

General Description of the District

The District was formed to fund street landscape maintenance and utility costs for the Santa Rita development area, also known as Emerald Park. The total District area is approximately 422 developed acres bounded by Arnold Road on the west, Gleason Drive on the north, Tassajara Road on the east, and Interstate 580 on the south. A diagram of the District is included within this report.

A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996.

In accordance with the requirements of Proposition 218, the property owners approved a formula for increasing assessments in succeeding years that allows the maintenance cost to increase according to the Consumer Price Index and the utility cost to increase according to the actual cost of utilities.

Any future increase in the assessment rate in excess of the maximum allowable rate or substantial changes in the services provided would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner pursuant to the provisions of the California Constitution Article XIIID.

Summary of District

A summary of the assessments to be levied in Fiscal Year 2022-23 for each property type is shown in the table below.

TABLE 1: SUMMARY OF PROPOSED ASSESSMENTS Landscape & Lighting District No. 1997-1	
Development/Property Type	**Assessment Rate**
California Creekside Single Family Residential (SFR)	$128.52 per Parcel
California Brookside Multi Family Residential (MFR)	$55.69 per Unit
Summer Glen - Richmond American (North) Lots	$112.54 per Parcel
Summer Glen - Richmond American (South) Lots	$123.85 per Parcel
Summer Glen - Kaufman & Broad Lots	$172.36 per Parcel
Summer Glen - Pulte Lots	$216.24 per Parcel
Dublin Greene Tract 7084 Single Family Residential	$136.13 per Parcel
Dublin Greene Tract 7149 Single Family Residential	$102.50 per Parcel
Dublin Greene Tract 7149 Condominiums	$53.43 per Unit
Other Parcels Including Retail, Office, and Industrial[1]	$903.85 per Acre

[1] Other Parcels includes all other land uses including commercial, retail, office, industrial, and all other parcels that do not fall into one of the developments/property types referenced above.

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF DUBLIN

LANDSCAPE AND LIGHTING DISTRICT NO. 1997-1
FISCAL YEAR 2022-23

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution of Intention, adopted by the City Council of the City of Dublin on May 17, 2022, I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Dublin Landscape and Lighting District No. 1997-1 (the “District”) submit the following Report, consisting of Section I (Introduction), and this, Section II (Engineer’s Report), which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Dublin and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2022-23, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Dublin.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Dublin.

The lines and dimension of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's land use classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements to be apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Dublin and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and servicing of the landscaping and open space areas within the following areas:

1. Portions of the northerly and southerly street frontages for Dublin Boulevard, from Arnold Road to Tassajara Road.
2. The northerly and southerly street frontages for Central Parkway from Hacienda Drive to Tassajara Road, excluding the elementary school and Emerald Glen Park frontage landscaping.
3. The southerly street frontage for Gleason Drive, from Arnold Road to Tassajara Creek.
4. The easterly street frontage for Arnold Road, from Central Parkway to Gleason Drive.
5. The easterly street frontage for Hacienda Drive from Summer Glen Drive to Gleason Drive, and westerly street frontage for Hacienda Drive from Central Parkway to Gleason Drive.
6. Tassajara Creek and trail, from I-580 to the northerly property boundary of the Alameda County Surplus Property Authority property (APN 986-1-1-10).
7. Street median landscaping is not part of this District.

As generally defined in the 1972 Act, maintenance and servicing of the improvements may include one or any combination of the following:

1. The installation or planting of landscaping. The installation or construction of statuary, fountains, and other ornamental structures and facilities.
2. The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, paving, or water, irrigation, drainage, or electrical facilities.
3. The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
    a. Repair, removal, or replacement of all or any part of any improvements;
    b. Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
    c. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
    d. The removal of trimmings, rubbish, debris, and other solid waste;
    e. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
    f. Electric current or energy, gas, or other agent for the lighting or operation of

any other improvements;

g. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

4. Incidental expenses associated with the improvements including, but not limited to:
    a. The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
    b. The costs of printing, advertising, and the publishing, posting, and mailing of notices;
    c. Compensation payable to the County for collection of assessments;
    d. Compensation of any engineer or attorney employed to render services;
    e. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
    f. Costs associated with any elections held for the approval of a new or increased assessment.

Pursuant to the 1972 Act:

> "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement.
>
> "Service" or "servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All landscaping and other eligible improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown on a following page herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows the estimated fund balance, and the projected contribution/(transfer) based upon the estimated expenditures and assessment revenue. Projected cost estimates are also shown for the next two (2) fiscal years.

The following describes the general services and costs shown in the cost estimate.

District Costs

Maintenance Landscape – The cost of maintenance and repair of landscaping and open space areas.

Utilities Water – The cost of furnishing water for maintenance of landscape and irrigation systems.

Utilities Electricity – The cost of electricity for maintenance of landscape, powering of irrigation systems, and entry lighting within the District.

Miscellaneous Expenses – Costs that cannot easily be categorized into any of the other District Costs defined above.

Legal Notices – The cost of legal notices includes costs associated with preparation and publishing of any, and all required legal notices associated with the District.

District Administration – The costs of contracting with professionals to provide services specific to the annual levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District such as the cost to prepare and mail notices of the public meeting and hearing.

Public Works Administration – The cost of public works administration includes costs derived by the City's Public Works Department or other department in relation to the administration and management of the District.

County Collection Fee – The cost to the District for the County to collect assessments on the annual secured property tax bills. Alameda County charges 1.7% of the total levy amount.

Miscellaneous Costs and Collections/(Credits) Applied to Levy

Reserve Collection/(Transfer) – The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund for operations. Negative amounts shown for this cost estimate item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660,* provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual cost estimate will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Transfer) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for capital improvements are clearly identified under the Fund Balance Information section of the Cost estimate.

Balance to Levy – This is the total amount to be collected for the current fiscal year through the annual assessments (for special benefits). The Balance to Levy represents the sum of Total District (Direct and Administration) Costs, Reserve Fund Contributions or Transfers, Contributions from Other Revenue Sources, and the Contribution Replenishment (if any). Only those costs related to the improvements identified as conferring special benefits to property within the District are levied and collected on the tax roll.

The following page shows the cost estimates for Fiscal Year 2022-23 and 2023-24.

Table 2: City of Dublin Landscape & Lighting District No. 1997-1		FY 2022-23 Cost Estimate		Projected FY 2023-24 Cost Estimate
DISTRICT REVENUES				
Estimated Assessment Revenues	$	380,680	$	388,294
Contributions from Other Revenue Sources	$	10,000	$	11,000
Total District Revenues[1]	**$**	**390,680**	**$**	**399,294**
DISTRICT COSTS				
Maintenance - Landscape (MCE Base Amount)	$	209,753	$	213,377
Maintenance - Landscape (MCE Additional)	$	-	$	-
Utilities - Water	$	115,920	$	121,716
Utilities - Electricity	$	655	$	688
Miscellaneous Expenses	$	14,000	$	14,000
Legal Notices	$	575	$	592
District Administration	$	3,410	$	3,512
Public Works Administration	$	-	$	-
County Collection Fee	$	7,000	$	7,210
Total District Costs	**$**	**351,313**	**$**	**361,095**
MISCELLANEOUS COSTS AND COLLECTIONS/(CREDITS) APPLIED TO LEVY				
Reserve Collection/(Transfer)	$	-	$	4,891
Capital Improvement Fund (CIF) Collection/(Transfer)	$	39,367	$	33,308
Total Miscellaneous Costs and Collections/(Credits) Applied to Levy	**$**	**39,367**	**$**	**38,199**
Balance to Levy	**$**	**380,680**	**$**	**388,294**
Variance Between Estimated Assessment Revenues and Balance to Levy	$	-	$	-
Total Assessment Revenue at Maximum Rate[2]	**$**	**668,937**	**$**	**682,315**
Variance above/(below) Maximum Assessment Revenue	**$**	**(288,257)**	**$**	**(294,022)**
FUND BALANCE INFORMATION				
Beginning Operating Reserve Fund Balance (est. 7/1/22 and 7/1/23)	$	175,657	$	175,657
Reserve Fund Adjustment	$	-	$	4,891
Transfer From/(To) Capital Improvement Fund	$	-	$	-
Prior/Penalties/Public Damage	$	-	$	-
Interest	$	-	$	-
Ending Operating Reserve Fund Balance (est. 6/30/23 and 6/30/24)	**$**	**175,657**	**$**	**180,548**
Beginning CIF Balance (est. 7/1/22 and 7/1/23)	$	1,042,148	$	886,514
CIF Adjustment	$	39,367	$	33,308
Transfer Out For CIP	$	(195,000)	$	-
Transfer From/(To) Reserve Fund	$	-	$	-
Prior/Penalties/Public Damage	$	-	$	-
Interest	$	-	$	-
Ending CIF Balance (est. 6/30/23 and 6/30/24)	**$**	**886,514**	**$**	**919,822**

[1]Total District Revenues includes the estimated assessment revenues for each fiscal year and contributions from other revenue sources such as interest earnings, etc.

[2]The Maximum Assessment Revenue for Fiscal Year (FY) 2023/24 was estimated to be equal to the FY 2022/23 Maximum Assessment Revenues and escalated by 2%.

Capital Improvement Projects

In addition to collecting funds annually for maintenance, funds are also allowed to be collected for capital improvement projects. Capital improvement projects generally include the repair and replacement of public improvements authorized to be maintained by the District. These funds are collected and often accumulated in a separate fund and are not considered to be a part of the regular maintenance of the improvements.

Following is a list of capital improvement projects the City plans to address utilizing District funds in the upcoming fiscal year and thereafter.

General Improvements: The City has identified the need for minor sound wall repairs, as well as pavement/trail repairs at Tassajara Creek, which are outside of the scope of the regular maintenance budget for this District. Repairs will be addressed based upon the need and available fund balance in the upcoming two-year cycle.

Persimmon Drive Asphalt Path Rehabilitation: The City has identified the need for rehabilitation of the asphalt trail adjacent to Persimmon Drive.

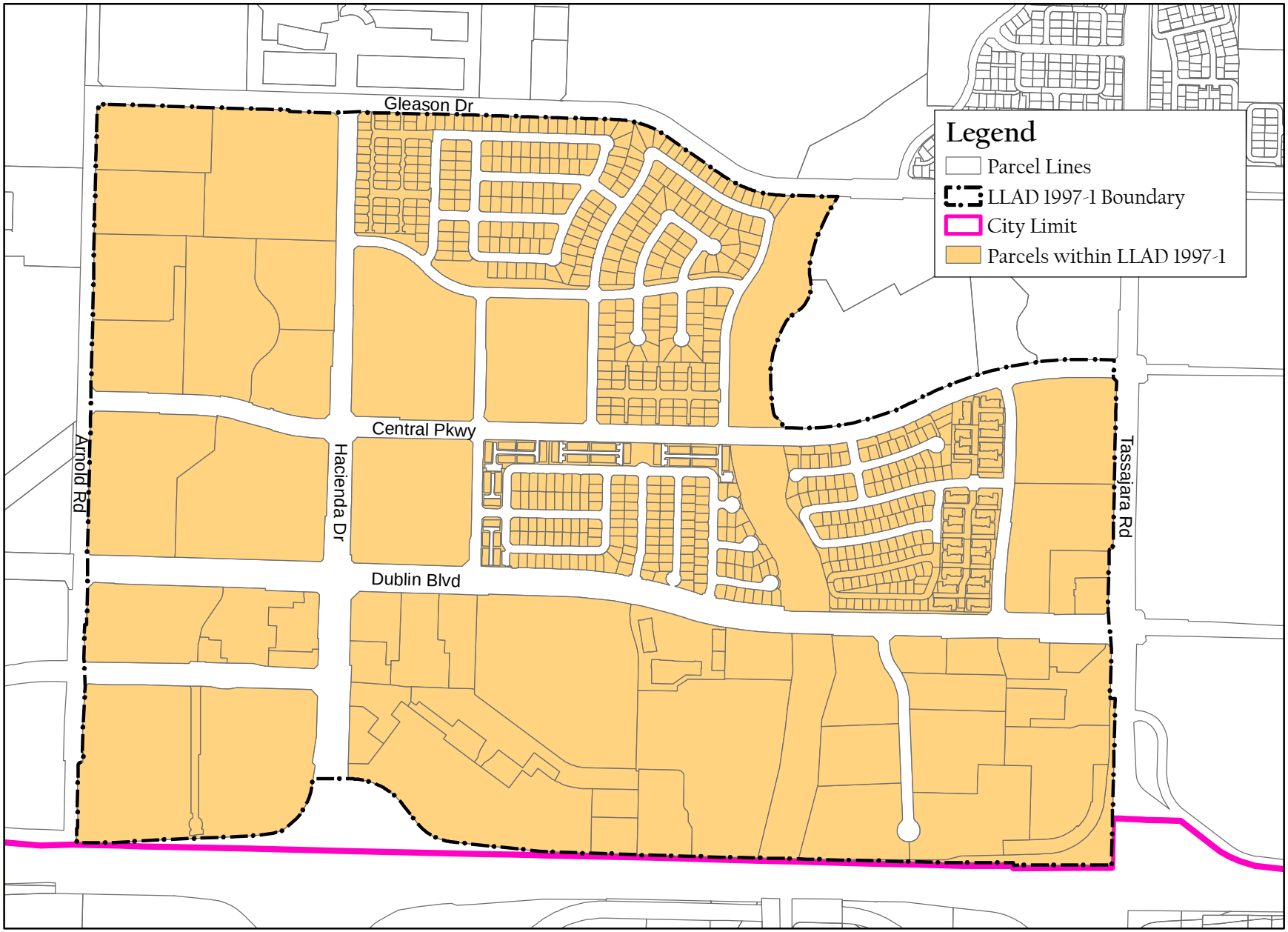
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Dublin
Landscape and Lighting District No. 1997-1
Assessment Diagram



Prepared by Francisco & Associates, Inc.

N:\Dublin\FY18-19\Diagrams\LLAD1997-1_Assessment Diagram (SA 04/17/2018)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIIID Section 4:

> "*No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel."*

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements as determined at the time the District was established.

General Benefits — In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other amenities available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments outside the District boundary and any public access or use of the improvements by others is incidental. Therefore, it has been

determined that the improvements and the ongoing maintenance, servicing and operation of those improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Special Benefits — The method of apportionment (method of assessment) established herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements and the desirability of those properties enhanced by the presence of well-maintained landscaping in close proximity to those properties.

The special benefits associated with landscape improvements are specifically:

1) Enhanced desirability of properties through association with the improvements.

2) Improved aesthetic appeal of properties providing a positive representation of the area and properties.

3) Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.

4) Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention.

5) Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.

6) Enhanced quality of life through well-maintained green space and landscaped areas.

7) Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.

8) Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation, and attenuating noise.

The preceding special benefits contribute to the aesthetic value and desirability of each of the assessed parcels within the District and thereby provide a special enhancement of the properties. Furthermore, it has been determined that the lack of funding to properly service and maintain the District improvements would have a negative impact on the properties within the District.

Non-Assessable Properties — Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

1) Publicly owned parcels that are reserved as public open space or are developed as City parks for active recreation and are maintained and serviced by the District;
2) Publicly owned wetland parcels;
3) Certain public utility parcels;
4) Privately owned open space parcels; and
5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel.

Assessment Methodology

The initial Engineer's Report provided for a maximum assessment of $710 per developed acre, based on a total of 389,400 square feet of street improvements and a total of 957,000 square feet of creek improvements and 440.08 acres of developed property anticipated at the time of formation for build-out of all property within the District. The cost of the improvements was divided equally among the total number of developed properties within the boundaries of the District on a per acre basis.

"Developed acres" shall include property having a recorded final map or parcel map as of July 1st of each year.

The following formulas are used to calculate each property's assessment:

1. Cost of maintenance of installed improvements ("M").
2. Total amount of developed acres ("A").
3. The annual assessment for the developed acres for that year ("M") shall be spread on a per-acre basis ("M" ÷ "A") based on the following:
    a. Commercial, retail, office, industrial, and all other parcel classifications not referenced herein' developed area, per acre basis.
    b. Single-family residential area, per acre basis.
    c. Multi-family residential area, per acre basis.
4. The single-family and multi-family residential area per acre assessment will be further spread on a per lot basis based on the number of lots on the final map, parcel map, or condominium map for each development.
5. If the initial assessment in any year would exceed $710 per acre, the amount in excess of $710 shall be assessed to the remaining undeveloped acres on a per acre basis, subject to the maximum developed acre amount.
6. The maximum developed acre assessment of $710 per year will be increased annually by the percentage increase in the San Francisco-Oakland-San Jose Area Consumer Price Index for "All Urban Consumers and Clerical Workers" (applies to all costs except water and electricity), plus any budgeted increase in the cost for water and electricity.
7. If the square footage cost of the improvements will be less than the amount set forth herein (after adjustment), the assessment shall be reduced proportionately to reflect the reduced cost of improvements in that year.

Rate Classifications

Single and Multi-family residential subdivisions within the District will be assigned a rate on a per lot basis. To determine the assessment per lot, the number of acres within the subdivision will be divided by the number of lots within the subdivision.

Commercial (including retail, office, and industrial uses, as well as apartment properties) are assessed based on the per acre figure of $903.85 multiplied by the number of acres per individual lot for Fiscal Year 2022-23.

Maximum Assessment Rate

It is recognized that the cost of maintaining the District improvements increases slightly every year because of inflation. As at the time the District was formed, the property owners approved a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation.

The maximum assessment amount for each development/property type shall be increased each fiscal year in an amount equal to the annual percentage increase of the local San Francisco-Oakland-San Jose Area Consumer Price Index ("Index") for "All Urban Wage Earners and Clerical Workers" which is applied to all costs except utilities (water and electricity), plus the actual percentage increase in utility costs (collectively, "Annual Escalation Factor").

In order to implement the District's Annual Escalation Factor annually, two rates were developed based on the cost estimate that was prepared at the time the property owners approved the annual escalator. The first rate (the "CPI Rate") was created to encompass the annual District cost increases except for utilities. The second rate (the "Utility Rate") was created to encompass the annual utility cost increases.

The Index is to be applied annually to the prior year's maximum CPI Rate for each development/property type to pay for all costs except utilities. The maximum Utility Rate was established to pay for all utility costs for each development/property type and is to be increased annually by the percentage change in the budgeted amount for utilities as shown in the annual District's fiscal year Engineer's Reports. The increase in utility costs shall be calculated by taking the upcoming fiscal year's budgeted amount for utilities and subtracting the District's previous highest yearly budgeted amount for utilities. This difference is used to calculate the annual increase in the Utility Rate for each development/property type. The combination of the maximum CPI Rate and maximum Utility Rate (collectively, "Maximum Assessment Rate") shall equal the Maximum Assessment Rate for the upcoming fiscal year. Please see Table 3 for details regarding the Maximum Assessment Rate for Fiscal Year 2022-23.

The timing of the annual percentage increase of the Index was changed beginning in 2018 and for each year thereafter for administrative purposes, to ensure the City is

allowed the time necessary to have all annual documents prepared and approved by the City Council by June of each year, and to meet both County submittal and statutory requirements. Each fiscal year starting in 2018, the City shall identify the annual percentage difference in the Index between the most recent calendar year and that of the prior calendar year; more specifically, the annual percentage change used to escalate the prior year's assessment rates for Fiscal Year 2022-23 was determined based on the difference using the annual amount for calendar years 2021 and 2020. Should the Bureau of Labor Statistics revise such Index or discontinue the preparation of such Index, the City shall use the revised index or comparable index as approved by the City Council for determining fluctuations in the cost of living. The following table shows the Maximum Assessment Rates allowable for Fiscal Year 2022-23.

TABLE 3: MAXIMUM ASSESSMENT RATE Landscape & Lighting District No. 1997-1	
CPI for 2020 Calendar Year[1]	292.601
CPI for 2021 Calendar Year[1]	304.602
% Change in CPI - Increase	4.10%
FY 2021/22 Maximum Rate per Acre - CPI Rate	$1,257.66
FY 2022/23 Maximum Rate per Acre - CPI Rate	$1,309.24
Prior Year Maximum Utility Budget[2]	$114,179
Utility Budget for FY 2022/23	$116,575
% Change in Utilities Rate - Increase[3]	2.098%
FY 2021/22 Maximum Rate per Acre - Utility Rate	$273.27
FY 2022/23 Maximum Rate per Acre - Utility Rate	$279.01
FY 2021/22 Maximum Assessment Rate per Acre	$1,530.93
FY 2022/23 Maximum Assessment Rate per Acre[4]	$1,588.25

[1] CPI is based off of the All Urban Wage Earners and Clerical Workers.

[2] The FY 2014/15 Budget Amount for Utilities was the previous highest amount budgeted for utility costs.

[3] Equals the % difference between the Prior Year Utility Budget and the Current Year Utility Budget. If the Utility Budget does not increase, no increase will be realized.

[4] Equals the FY 2022/23 Maximum CPI Rate + Maximum Utility Rate.

If the City Council determines that an inflation adjustment is not required for a given fiscal year, the City Council may authorize the ensuing fiscal year's assessment without applying the adjustment formula to the amount levied. If the cost estimate and

assessments for the District require an increase greater than the adjustment set forth in the formula, then the proposed increase would be subject to approval by the District property owners. Each fiscal year, the maximum assessment rate shall increase at the maximum amount allowable regardless of whether the increase is levied to the parcels within the District.

PART E

ASSESSMENT ROLL

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, are on file under separate cover with the City Clerk. Furthermore, the description of each lot or parcel is part of the records of the Assessor of the County of Alameda and those records are, by reference, made part of this report. The assessments shown will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2022-23.

Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of the parcels as shown on the Alameda County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Alameda County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

DUBLIN
CALIFORNIA

Street Lighting District No. 1999-1 Fiscal Year 2022-23 Final Engineer's Report

June 21, 2022

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies Fund Tomorrow's Communities

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ENGINEER'S REPORT
CITY OF DUBLIN
STREET LIGHTING MAINTENANCE DISTRICT NO. 1999-1
FISCAL YEAR 2022-23

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Dublin City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, provisions of the Landscaping and Lighting Act of 1972 and Section 22500 et al of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 18, 2022

By: _____
Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

The City of Dublin ("City") levies and collects special assessments on parcels within the City of Dublin Street Lighting Maintenance District No. 1999-1 ("District") to maintain the public street lighting improvements within the District.

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

General Description of the District

The District was initially formed in 1999 to provide a dedicated source of funding for the ongoing maintenance of public street lighting improvements within the boundaries of the Dublin Ranch development (excluding the golf course). Tract 7067, which is the Clifton Park development off Mountain Rose Place in the western hills of the City was annexed to the District in 2000, and Dublin Ranch Areas A and G were annexed in 2001. The remaining portions of Dublin Ranch, including areas B, C, F and H were annexed to the District in December 2005. Fallon Village (Tract 7586) was annexed to the District in 2007, and Jordan Ranch (Tract 8024, 8073 & 8074) was annexed to the District in 2011. One reason for the formation of the District was that a special decorative lighting fixture was designed and installed throughout the area to create a community element as part of the development. A Diagram showing the exterior boundaries of the District is provided within this Report.

A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996.

The formation of this District was initiated by petition from the developer, and the City has determined it is compliant with the substantive and procedural requirements of Proposition 218 and the 1972 Act. At the time the District was formed, the property owners agreed to the inclusion of a formula for increasing assessments for each fiscal year to offset increases due to inflation as described in the assessment methodology.

Any future increase in the assessment rate in excess of the maximum allowable rate or substantial changes in the services provided would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

Summary of District

A summary of the assessments to be levied in Fiscal Year 2022-23 for each property type is shown in the table below.

TABLE 1: SUMMARY OF PROPOSED ASSESSMENTS
Street Lighting District No. 1999-1

Property Type	EDU Factor	Assessment Rate
Single Family Residential (SFR)	1.00 per Parcel	$38.03 per Parcel
Commercial	5.50 per Acre	$209.15 per Acre
Exempt, Cemeteries, Common Open Space	0.00 per Parcel	$0.00 per Parcel

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF DUBLIN

STREET LIGHTING MAINTENANCE DISTRICT NO. 1999-1 FISCAL YEAR 2022-23

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution of Intention, adopted by the City Council of the City of Dublin on May 17, 2022, I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Dublin Street Lighting Maintenance District No. 1999-1 (the "District") submit the following Report, consisting of Section I (Introduction), and this Section II (Engineer's Report), which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Dublin and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2022-23, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Dublin.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Dublin.

The lines and dimension of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's land use classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements to be apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Dublin and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the continued installation, maintenance, and servicing of street lighting improvements within the public rights-of-way and within public easements within private streets which provide special benefit to parcels and properties within the District.

For the first several years after formation of the District, this District did not incur a significant maintenance cost; however, as the streetlights age, the number of repairs are increasing. In addition, a portion of the funds collected from the annual assessments of the District are being set aside for future capital improvement project costs in a separate improvement fund referred to as a Capital Improvement Fund (CIF). The CIF was established for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Anticipated projects include LED conversions and pole painting. These funds are not considered part of the regular maintenance of the improvements or a part of the Operating Reserve Fund.

In Fiscal Year 2012-13, 321 streetlights in the District were retrofitted with new light emitting diode (LED) fixtures. The total construction cost for these improvements was $283,800. As part of this retrofit, the district received a one-time rebate amount of $39,950 from Pacific Gas & Electric (PG&E).

As generally defined in the 1972 Act, maintenance and servicing of the street lighting improvements may include one or any combination of the following:

1) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
2) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, paving, or water, irrigation, drainage, or electrical facilities.
3) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
    a) Repair, removal, or replacement of all or any part of any improvements;
    b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, paving, or water, irrigation, drainage, or electrical facilities;
    c) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.
    d) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
4) Incidental expenses associated with the improvements including, but not limited to:
    a) The cost of preparation of the report, including plans, specifications, estimates,

diagram, and assessment;

b) The costs of printing, advertising, and the publishing, posting, and mailing of notices;
c) Compensation payable to the County for collection of assessments;
d) Compensation of any engineer or attorney employed to render services;
e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
f) Costs associated with any elections held for the approval of a new or increased assessment.

Pursuant to the 1972 Act:

> "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement.
>
> "Service" or "servicing" means the furnishing of electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All public streetlights and other eligible improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown on a following page herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows the estimated fund balance, and the projected contribution/(transfer) based upon the estimated expenditures and assessment revenue. Projected cost estimates are also shown for the next two (2) fiscal years.

The following describes the general services and costs shown in the cost estimate.

District Costs

Operating Supplies – The cost of supplies for ongoing maintenance and servicing of the street lighting improvements including street light repair parts and the labor associated with performing the repair work. In addition, a portion of this cost is set aside as a contingency amount for both large scheduled and unscheduled, but necessary repairs.

Contract with Alameda County – The cost of street light maintenance provided from the County of Alameda based on the current fiscal year contract.

California Street Light Association – The cost of Street Light Association dues based on relative number of lights within the District.

Utilities Electricity – The cost of streetlight electrical energy use, including miscellaneous utility charges.

Miscellaneous Expenses – Costs that cannot easily be categorized into any of the other District Costs defined above.

Legal Notices – The cost of legal notices includes costs associated with preparation and publishing of any, and all required legal notices associated with the District.

District Administration – The costs of contracting with professionals to provide services specific to the annual levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District, such as the cost to prepare and mail notices of the public meeting and hearing.

Public Works Administration – The cost of public works administration includes costs derived by the City's Public Works Department or other department in relation to the administration and management of the District.

County Collection Fee – The cost to the District for the County to collect assessments on the annual secured property tax bills. Alameda County charges 1.7% of the total levy amount.

Miscellaneous Costs and Collections/(Credits) Applied to Levy

Reserve Collection/(Transfer) – The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund for operations. Negative amounts shown for this cost estimate item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Capital Improvement Fund Collection/(Transfer) – The 1972 Act pursuant to *Chapter 5, beginning with Section 22660,* provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual cost estimate will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Transfer) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the cost estimate.

Balance to Levy – This is the total amount to be collected for the current fiscal year through the annual assessments (for special benefits). The Balance to Levy represents the sum of Total District (Direct and Administration) Costs, Reserve Fund Contributions or Transfers, Contributions from Other Revenue Sources, and the Contribution Replenishment (if any). Only those costs related to the improvements identified as conferring special benefits to property are levied and collected on the tax roll.

The following page shows the cost estimates for Fiscal Year 2022-23 and 2023-24.

Table 2: City of Dublin Street Lighting District No. 1999-1	FY 2022-23 Cost Estimate	Projected FY 2023-24 Cost Estimate
DISTRICT REVENUES		
Estimated Assessment Revenues	$ 324,437	$ 330,926
Contributions from Other Revenue Sources	$ 12,500	$ 13,750
Total District Revenues[1]	**$ 336,937**	**$ 344,676**
DISTRICT COSTS		
Operating Supplies	$ 10,000	$ 10,000
Contract with Alameda County	$ 88,786	$ 93,225
California Street Light Association	$ 400	$ 400
Utilities - Electricity	$ 152,880	$ 160,524
Miscellaneous Expenses	$ -	$ -
Legal Notices	$ 575	$ 592
District Administration	$ 3,500	$ 3,605
Public Works Administration	$ -	$ -
County Collection Fee	$ 5,900	$ 6,077
Total District Costs	**$ 262,041**	**$ 274,423**
MISCELLANEOUS COSTS AND COLLECTIONS/(CREDITS) APPLIED TO LEVY		
Reserve Fund Collection/(Transfer)	$ -	$ 6,191
Capital Improvement Fund (CIF) Collection/(Transfer)	$ 74,896	$ 64,062
Total Miscellaneous Costs and Collections/(Credits) Applied to Levy	**$ 74,896**	**$ 70,253**
Balance to Levy	**$ 324,437**	**$ 330,926**
Variance Between Estimated Assessment Revenues and Balance to Levy	$ -	$ -
Total Assessment Revenue at Maximum Rate[2]	**$ 547,297**	**$ 558,243**
Variance above/(below) Maximum Assessment Revenue	**$ (222,860)**	**$ (227,317)**
FUND BALANCE INFORMATION		
Beginning Operating Reserve Fund Balance (est. 7/1/22 and 7/1/23)	$ 131,021	$ 131,021
Reserve Fund Adjustment	$ -	$ 6,191
Transfer From/(To) Capital Improvement Fund	$ -	$ -
Prior/Penalties/Public Damage	$ -	$ -
Interest	$ -	$ -
Ending Operating Reserve Fund Balance (est. 6/30/23 and 6/30/24)	**$ 131,021**	**$ 137,212**
Beginning CIF Balance (est. 7/1/22 and 7/1/23)	$ 334,170	$ 367,065
CIF Adjustment	$ 74,896	$ 64,062
LED Conversion Project	$ -	$ -
Transfer Out For CIP	$ (42,000)	$ (42,000)
Transfer From/(To) Reserve Fund	$ -	$ -
Prior/Penalties/Public Damage	$ -	$ -
Interest	$ -	$ -
Ending CIF Balance (est. 6/30/23 and 6/30/24)	**$ 367,065**	**$ 389,128**

[1]Total District Revenues includes the estimated assessment revenues for each fiscal year and contributions from other revenue sources such as interest earnings, etc.

[2]The Maximum Assessment Revenue for Fiscal Year (FY) 2023/24 was estimated to be equal to the FY 2022/23 Maximum Assessment Revenues and escalated by 2%.

Capital Improvement Projects

In addition to collecting funds annually for maintenance, funds are also allowed to be collected for capital improvement projects. Capital improvement projects generally include the repair and replacement of public improvements authorized to be maintained by the District. These funds are collected and often accumulated in a separate fund and are not considered to be a part of the regular maintenance of the improvements.

Following is a list of capital improvement projects the City plans to address utilizing District funds in the upcoming fiscal year and thereafter.

Light Pole Painting: The City has identified the need for regular painting of light poles within the District.

Citywide Energy Improvements: The City has identified the need to upgrade streetlights to energy-efficient light emitting diode (LED) technology. District funding will cover the cost of LED streetlight upgrades within the District.

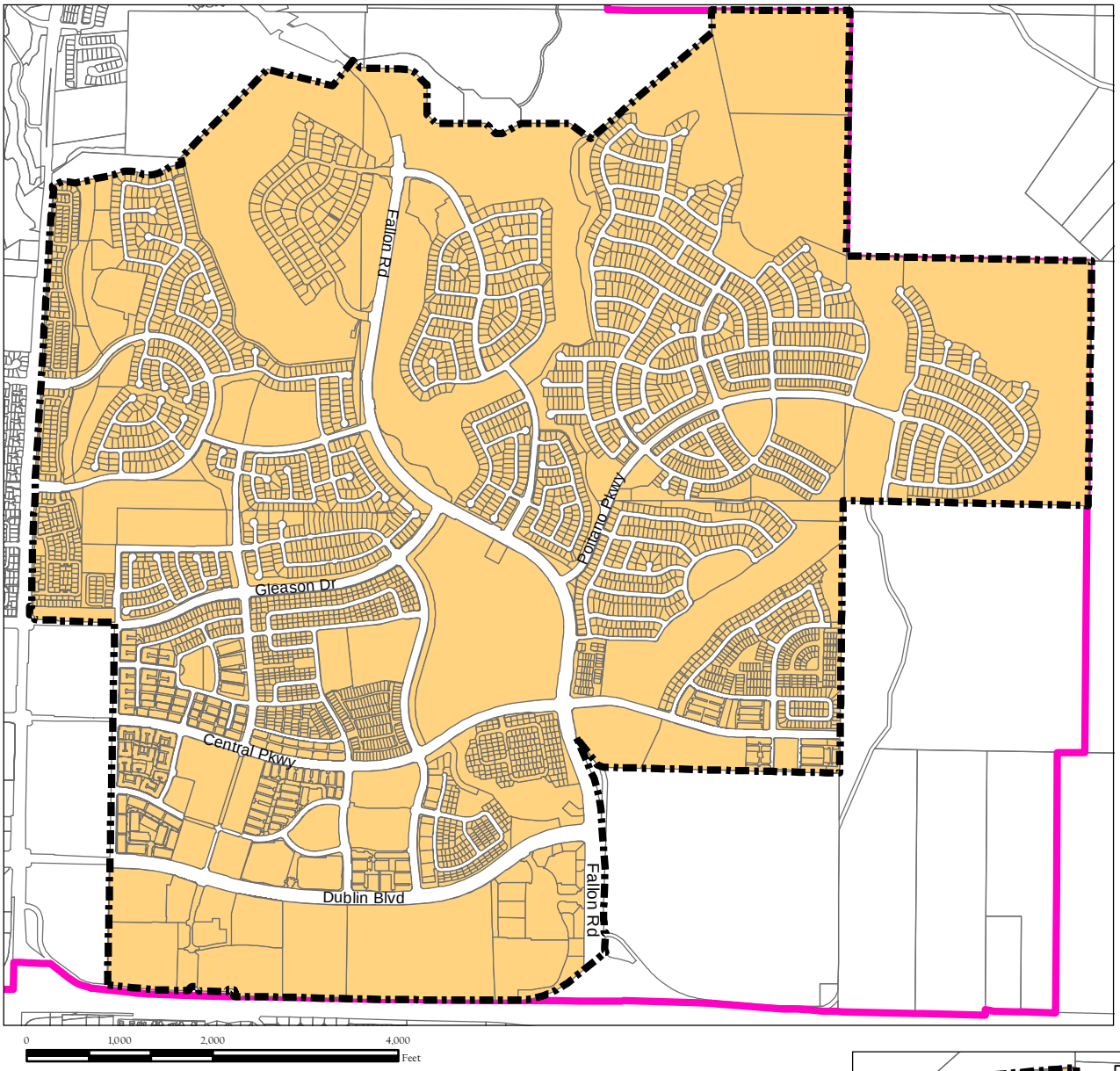
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

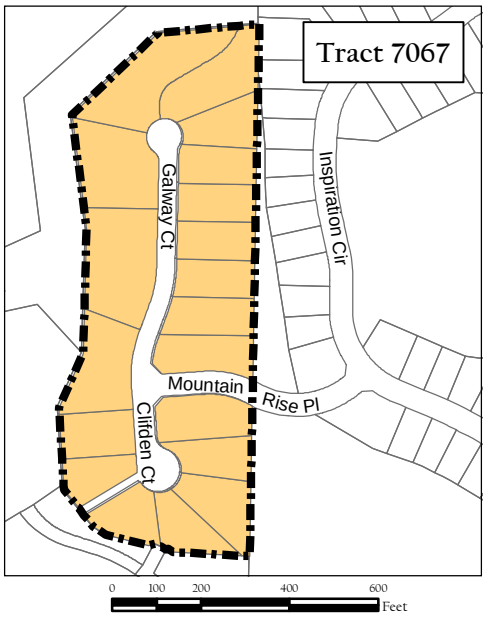
A reduced copy of the Assessment Diagram is shown on the following page.

City of Dublin
Street Lighting District No. 1999-1
Assessment Diagram



Legend

- Parcel Lines
- LLAD 1999-1 Boundary
- City Limit
- Parcels within LLAD 1999-1



Prepared by Francisco & Associates, Inc.

N:\Dublin\FY21-22\Diagrams\LLAD1999-1_Assessment Diagram (AH 03/25/2021)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Article XIIID Section 4:

> "*No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel."*

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements as determined at the time the District was established.

General Benefits — In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other amenities available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments outside the District boundary and any public access or use of the improvements by others is incidental. Therefore, it has been

determined that the improvements and the ongoing maintenance, servicing and operation of those improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Special Benefits — The method of apportionment (method of assessment) established herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements and the desirability and security of those properties is enhanced by the presence of public lighting in close proximity to those properties.

The special benefits of street lighting and other public lighting facilities are for the convenience, safety, and security of property, improvements, and goods. Specifically:

1) Enhanced deterrence of crime and to aid police protection.

2) Increased nighttime safety on roads, streets, and public areas.

3) Improved ability of pedestrians and motorists to see.

4) Improved ingress and egress to property.

5) Reduced vandalism and other criminal acts and damage to improvements or property.

6) Improved traffic circulation and reduced nighttime accidents and personal property loss.

The preceding special benefits contribute to the aesthetic value and desirability of each of the assessed parcels within the District and thereby provide a special enhancement of the properties. Furthermore, it has been determined that the lack of funding to properly service and maintain the District improvements would have a negative impact on the properties within the District.

All the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Properties — Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

1) Publicly owned parcels that are reserved as public open space or are developed as City parks for active recreation and are maintained and serviced by the District;
2) Publicly owned wetland parcels;
3) Certain public utility parcels;
4) Privately owned open space parcels; and
5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with

an adjacent larger parcel. The adjacent larger parcel, of which these "sliver" parcels are a part, are assessed at the residential rate.

Assessment Methodology

The special benefits received by each parcel within the District and each parcel's proportional annual assessment are calculated on the basis of a formula that utilizes Equivalent Dwelling Units (EDU). The EDU method of apportionment establishes a proportional benefit relationship between the various parcels within the District and the improvements maintained by the District. The typical single-family residential parcel is assigned 1.00 EDU since it represented more than 85% of the total parcels within the District.

EDU's are assigned to the other land uses based upon the property's development status, type of development (County of Alameda land use code) and property size as shown in the table below.

TABLE 3: ASSESSMENT METHODOLOGY
Street Lighting District No. 1999-1

Property Type	EDU Factor
Single Family Residential (SFR)	1.00 per Parcel
Commercial	5.50 per Acre
Exempt, Cemeteries, Common Open Space	0.00 per Parcel

Single-Family Residential (SFR) — (County land use 1x, 2x, 7x) This land use identifies properties that are developed for single-family residential use and are assigned a factor of 1.00 EDU per parcel. This is the base value that all other land use types are compared and weighted against (i.e., EDU). This land use classification may include, but is not limited to, lots or parcels identified as single-family residential homes, condominium, vacant residential land zoned for four units or less, planned development (tract or townhouse type), and modular/manufactured single-family residential units. Developed apartments are assigned a factor of 1.00 EDU per dwelling unit. Parcels with a vacant apartment land use are treated like commercial and assessed 5.50 EDU per acre.

Commercial — (County land use 3x, 8x, 9x) This land use identifies properties that are considered improved for commercial use and are assigned a factor of 5.50 EDU per gross acre. This land use classification may include, but is not limited to, lots or parcels identified as car washes, commercial garages, automotive dealerships, parking lots, parking garages, service stations, funeral homes, nursing or boarding homes, hospitals, hotels/motels, banks, medical-dental, single and multi-story office buildings, bowling alleys, theaters, vacant commercial land, department stores, discount stores, restaurants, shopping centers, supermarkets, commercial or industrial condominium prior to sale of one unit, and miscellaneous commercial. In addition, institutional property, such as schools and other types of public property are identified within this category.

Common Open Space — (County land use 0, 03-05, 65) This land use identifies properties that are exempt from assessment and are assigned 0.00 EDU. This land use classification may include, but is not limited to, lots or parcels identified as exempt public agencies, property leased or owned by public utilities, cemeteries, and planned development common areas.

The following formulas are used to calculate each property's assessment:

Total Balance to Levy / Total EDUs = Levy per EDU (Rate)

Parcel EDU x Levy per EDU = Parcel Levy Amount

Maximum Assessment Rate

It is recognized that the cost of maintaining the District improvements increases slightly every year because of inflation. At the time the District was formed, the property owners approved a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation.

The maximum assessment amount for each property type shall be increased each fiscal year in an amount equal to the annual percentage increase of the local San Francisco-Oakland-San Jose Area Consumer Price Index ("Index") for "All Urban Wage Earners and Clerical Workers" which is applied to all costs except utilities (water and electricity), plus the actual percentage increase in utility costs (collectively, "Annual Escalation Factor").

In order to implement the District's Annual Escalation Factor annually, two rates were developed based on the cost estimate that was prepared at the time the property owners approved the annual escalator. The first rate (the "CPI Rate") was created to encompass the annual District cost increases except for utilities. The second rate (the "Utility Rate") was created to encompass the annual utility cost increases.

The Index is to be applied annually to the prior year's maximum CPI Rate for each property type to pay for all costs except utilities. The maximum Utility Rate was established to pay for all utility costs for each property type and is to be increased annually by the percentage change in the budgeted amount for utilities as shown in the annual District's fiscal year Engineer's Reports. The increase in utility costs shall be calculated by taking the upcoming fiscal year's budgeted amount for utilities and subtracting the District's previous highest yearly budgeted amount for utilities. This difference is used to calculate the annual increase in the Utility Rate for each property type. The combination of the maximum CPI Rate and maximum Utility Rate (collectively, "Maximum Assessment Rate") shall equal the Maximum Assessment Rate for the upcoming fiscal year. Please see Table 3 for details regarding the Maximum Assessment Rate for Fiscal Year 2022-23.

The timing of the annual percentage increase of the Index was changed beginning in 2018 and for each year thereafter for administrative purposes, to ensure the City is

allowed the time necessary to have all annual documents prepared and approved by the City Council by June of each year, and to meet both County submittal and statutory requirements. Each fiscal year starting in 2018, the City shall identify the annual percentage difference in the Index between the most recent calendar year and that of the prior calendar year; more specifically, the annual percentage change used to escalate the prior year's assessment rates for Fiscal Year 2022-23 was determined based on the difference using the annual amount for calendar years 2021 and 2020. Should the Bureau of Labor Statistics revise such Index or discontinue the preparation of such Index, the City shall use the revised index or comparable index as approved by the City Council for determining fluctuations in the cost of living. The following table shows the Maximum Assessment Rates allowable for Fiscal Year 2022-23.

TABLE 4: MAXIMUM ASSESSMENT RATE Street Lighting District No. 1999-1	
CPI for 2020 Calendar Year[1]	292.601
CPI for 2021 Calendar Year[1]	304.602
% Change in CPI - Increase	4.10%
FY 2021/22 Maximum Rate per EDU - CPI Rate	$39.66
FY 2022/23 Maximum Rate per EDU - CPI Rate	$41.28
Prior Year Maximum Utility Budget[2]	$183,600
Utility Budget for FY 2022/23	$152,880
% Change in Utility Rate - Increase[3]	0.000%
FY 2021/22 Maximum Rate per EDU - Utility Rate	$22.85
FY 2022/23 Maximum Rate per EDU - Utility Rate	$22.85
FY 2021/22 Maximum Assessment Rate per EDU	$62.51
FY 2022/23 Maximum Assessment Rate per EDU[4]	$64.14

[1] CPI is based off of the All Urban Wage Earners and Clerical Workers.

[2] The FY 2021/22 Budget Amount for Utilities was the previous highest amount budgeted for utility costs.

[3] Equals the % difference between the FY 2021/22 and FY 2022/23 Maximum Utility Rate. If the Utility Budget does not increase, no increase will be realized.

If the City Council determines that an inflation adjustment is not required for a given fiscal year, the City Council may authorize the ensuing fiscal year's assessment without applying the adjustment formula to the amount levied. If the cost estimate and assessments for the District require an increase greater than the adjustment set forth in the formula, then the proposed increase would be subject to approval by the District property owners. Each fiscal year, the maximum assessment rate shall increase at the maximum amount allowable regardless of whether the increase is levied to the parcels within the District.

PART E

ASSESSMENT ROLL

The proposed assessment and the amount of the assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, are on file under separate cover with the City Clerk. Furthermore, the description of each lot or parcel is part of the records of the Assessor of the County of Alameda and those records are, by reference, made part of this report. The assessments shown will be submitted to the County Auditor/Controller and included on the property tax roll for each parcel shown in the assessment roll for Fiscal Year 2022-23.

Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of the parcels as shown on the Alameda County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Alameda County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

DUBLIN
CALIFORNIA

6.2
Public Hearing
Assessment Districts

City Council
June 21, 2022

Background

- May 17, 2022 – City Council set the public hearing for June 21, 2022.
- Notification - Staff posted Public Notices at City Hall.
- Public Notice was published in The East Bay Times.
- Website – The Public Notice and copies of the fiscal year 2022-2023 Engineer's Reports were posted on the City website.
- Postcards were sent to property owners in Districts 1983-2 and 1986-1.
- Public Response – None

Citywide Street Lighting Maintenance District No. 1983-1

- Funds maintenance and utility costs for Dublin's public streetlights.
- Proposition 218: Assessments capped at $19.34 per single family residence and $106.37 per acre of commercial or industrial use.
- Fiscal year budget projects an increase in reserves of $14,996, which includes estimated interest and capital improvement funds.

Landscape Maintenance District No. 1983-2

- Maintains Tract 4719 landscaping adjacent to Stagecoach Road.
- FY22-23 budget proposes a 9% increase to a rate of $448.60 per single family home and $75.87 for apartments and condominiums. The existing capital improvement fund balance and the additional revenue from the rate increase will fund general improvements, such as retaining wall repairs, additional irrigation and planting, and v-ditch repairs.
- Maximum assessments are $487.79 and $82.48
- Fiscal year budget projects an increase in reserves of $33,775 which includes estimated interest and capital improvement funds.

Landscape Maintenance District No. 1986-1

- Maintains landscaping, fences, and walls in the residential area west of Dougherty Road and north of Amador Valley Boulevard.
- FY22-23 budget proposes a 21% increase to bring assessment rates to the maximum. The existing capital improvement fund balance and additional revenue from the rate increase will fund current and future capital improvement projects, as well as other general improvements.
- Maximum assessments are $298.03 per single family home, $149.02 for apartments, and $1,192.10 for commercial lots.
- Fiscal year budget projects an increase in reserves of $70,567, which includes estimated interest and capital improvement funds.

Landscape Maintenance District No. 1997-1

- Maintains landscaping in the Santa Rita development, bounded by I-580, Tassajara Road, Gleason Drive and Arnold Road.
- FY22-23 budget proposes no increase with assessments remaining at $903.85 per acre. Assessment varies between $54 to $216 per residential unit, depending on residential density.
- Maximum assessments are $1,588.25 per acre.
- Fiscal year budget projects a decrease in reserves of $155,633, which includes estimated interest and capital improvement funding for the Persimmon Drive Asphalt Path Rehabilitation Project.

Street Lighting Maintenance District No. 1999-1

- Maintains street lighting, including decorative light fixtures, in Dublin Ranch, Fallon Village, Jordan Ranch, and Clifden Park developments.
- FY22-23 budget proposes no increase with assessments remaining at $38.03 per dwelling unit and $209.15 per acre for commercial use.
- Maximum assessments are $64.14 per dwelling unit and $352.75 per acre.
- Fiscal year budget projects an increase in reserves of $32,896, which includes estimated interest and capital improvement funds.
- Two capital improvement projects are identified for FY2022/2023, and funded by the capital improvement funds:
  - Light Pole Painting
  - Upgrade to Energy-Efficient Streetlights

Recommendation

That the City Council:

- Open the Public Hearing for all five Assessment Districts, take testimony, close the Public Hearing, and Deliberate;
- Adopt the Resolution for all five Districts:
  - Approving the Engineer's Report
  - Confirming Diagram and Assessment
  - Ordering the Levy of Assessment

Agenda Item 6.3

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Adoption of Rates for Garbage Collection, Disposal, and Recycling Services Provided by Amador Valley Industries and Establishing the 2022-23 Annual Assessment
Prepared by: Jay Baksa, Assistant Administrative Services Director

EXECUTIVE SUMMARY:

The City Council will consider adopting two separate resolutions establishing the garbage rates effective July 1, 2022 and establishing the Fiscal Year 2022-23 refuse-related property tax assessment. The proposed rates include the costs associated with implementing California State Senate Bill (SB) 1383, which created regulations to increase the diversion of organic waste from landfills.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2022-23; and adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services.

FINANCIAL IMPACT:

The rate adjustment for the Fiscal Year 2022-23 will result in a 5.66% increase for all non-construction and demolition rates; 3.30% of the increase is attributed to the annual rate adjustment, with an additional 2.36% increase due to the additional services required of Amador Valley Industries (AVI) to ensure compliance with SB 1383's requirements. The construction and demolition (C&D) rates will be adjusted by the annual rate adjustment, 3.30%, as those services are not affected by the additional SB 1383 related costs. The residential garbage and recycling service fees, which are collected on the Property Tax bill as an annual assessment, will increase by $2.17 per month on the required residential 32-gallon can to a total of $40.56 per month. The proposed Dublin commercial rate increases vary based on the service level selected. The proposed rate of $196.81 represents the average service level for a one-yard bin collected once per week.

DESCRIPTION:

Background

In January 2005, the City executed an Agreement with Amador Valley Industries, LLC (AVI) for service that began July 1, 2005 and continued to June 30, 2020. On June 16, 2020, the City Council approved an Amended and Restated Agreement (Agreement) with AVI, which extended the term of the agreement until 2035, addressed capital equipment replacement needs and started incorporating local and state requirements. In addition, as part of the Amendment, a new rate model approach was agreed to that addresses annual rate adjustments, component cost separation, and regular financial reviews, to help deal with the volatility of the market in which haulers now operate.

FY 2022-23 Rate Adjustment

The rate adjustment for the FY 2022-2023 rates includes two separate components - 1) The Annual Rate Adjustment and 2) The SB 1383 Adjustment. Implementation of the requirements of SB 1383 will require additional services be provided as well as an increase in reporting requirements to ensure compliance with the regulations. Section 27 of the Agreement anticipated additional cost increases resulting from SB 1383 and provided that the City would adjust the rates to reflect those additional costs. As a result of these additional services and reporting requirements, the City and AVI, consistent with their obligation to "negotiate in good faith, a reasonable and appropriate compensation adjustment," have been meeting over the past year to determine the best and most cost-effective way to implement these requirements. The terms and costs have been agreed upon by the City and AVI, and the proposed "SB 1383 Adjustment" reflects the result of that negotiation. In addition, the parties' SB 1383-related negotiations under Section 27 of the Agreement have resulted in a proposed amendment to the Agreement. The proposed amendment has been agreed in principle by the parties, but it is currently subject to legal review by the City Attorney's Office and AVI's counsel, which is not anticipated to result in any changes to the 2022-2023 proposed rates. The Amendment will to be presented to the City Council at a future meeting for approval.

Annual Rate Adjustment

The current garbage rates became effective July 1, 2021. The Agreement with AVI provides a process for addressing the compensation generated from all rate classes on an annual basis. The Agreement establishes a total annual revenue requirement for AVI with the City retaining responsibility for establishing the rates for all categories. The Agreement contains a provision that rates must be reasonably forecasted to provide AVI with an appropriate level of compensation based on a formula detailed within the Agreement. The forecasting methodology compares customer counts between the two most recent calendar years to calculate revenue generation based on the level of services provided multiplied by the appropriate rates. Rates are adjusted as appropriate across all service sectors to meet the calculated revenue requirement as set forth by the rate model.

As required in the Agreement, the City has provided AVI with information showing the rate calculations and assumptions. Section 5.13.1 states "...the final decision of the rate structure rests solely with the City." The proposed rate structure for Fiscal Year 2022-23 is estimated to meet the compensation requirement of $25,774,765. This compensation is possible as a result of a

proposed 3.30% average increase to all categories. A detailed description of the methodology required by the Agreement is included as Attachment 4.

SB1383 Adjustment

Implementing the requirements of SB 1383 requires additional resources in two areas, organics collection and information reporting. Staff is recommending the following SB 1383 implementation costs, as agreed upon and in coordination with City Staff, AVI and the City's consultant HF&H Consulting:

Cost Type	Amount*
Carts (Organics)	$96,882
Recycling/Reporting Coordinators	$419,165
Organics Disposal	$71,961
Total	**$588,008**

*Includes City Fees

$96,882 –Additional organic carts, organic (food waste) pails and battery boxes. There are currently over 3,840 customers that do not subscribe to recycling/organic service. SB 1383 requires such customers to subscribe to recycling/organics service, and this will necessitate AVI's purchase of additional collection carts.

$419,165 – One additional recycling coordinator to perform additional outreach audits, to ensure compliance and 1/2 (0.5) Full Time Equivalent (FTE) reporting coordinator to track and prepare the additional monthly/quarterly and annual reports to the City, County and State required by SB 1383. The costs include the purchase of an electric vehicle for the recycling coordinator use.

$71,961 – AVI received notice from Waste Management that they would no longer accept commercial food waste material, due to the projected increase in organic waste because of SB 1383. This will require that commercial organic waste be taken to an alternate facility, which has a higher cost.

FY 2022-23 Adjustment (Annual Rate + SB 1383)

	FY 2021-22	FY 2022-23 Annual Adjustment (Only)	FY 2022-23 – Annual Adjustment + SB 1383
Total Compensation	$23,939,196	$25,774,765	$26,362,772
Residential Rates (Monthly)	$38.39	$39.66	$40.56
Difference YOY ($)		$1.27	$2.17
Difference (YOY) (%)		3.30%	5.66%

As previously mentioned, the residential service fees are collected on the Property Tax bill. Staff has included the SB 1383 costs with the FY 2022-23 rate adjustment, as any adjustment that

occurs after June, would not go in effect until the following rate adjustment for FY 2023-24. The annual garbage assessment must be provided to the County, within a specified period, for the County to include the fee on that year's tax roll. City Staff, AVI and HF&H are continuing to meet, as with any new program as large as SB 1383, the actual costs of implementation may change, and any addition fee adjustments, if necessary, will be included in future rate adjustments.

Detailed Comparison of Current and Proposed Rates

Attachment 5 compares the proposed rates to the current rates for service levels that represent a majority of the subscribers in the City. The proposed rates would be effective July 1, 2022.

Competitiveness of Dublin Rates with Neighboring Agencies

Historically, Staff has included a comparison of the Dublin rates compared to rates charged for similar services in surrounding communities. This comparison has focused solely on the garbage rates, as historically, recycling and organic waste were seen as smaller complimentary services. This is no longer true with the implementation of SB 1383, as well as other regional and statewide laws. Looking specifically at garbage rates no longer offers a clear "apples to apples" comparison. For example, Livermore now charges recycling at 80% of the garbage rate, Castro Valley a rate of 71% the garbage rate, and San Ramon at 50%, where Dublin charges 25%. The same pattern is now occurring with Organic Waste, in which Dublin charges 50% of the garbage rate, but as regulations change and options for disposal become more limited these services have become more expensive and cities are adjusting for that reality.

Overall, Dublin remains competitive, and the services offered are at least comparable to, and are often better than, the surveyed cities especially when factoring the type of service (garbage, recycling, organics, etc.), that is being provided. The current comparison is included as Attachment 6 and in this year's comparison Staff has included Castro Valley Sanitation District, in place of Pleasanton, to include three service areas, that offer similar services. The Pleasanton costs and cost structure have become an outlier in the Tri-Valley and when incorporating their costs into an "area average", made it appear, that Dublin was significantly higher, when in reality Dublin was very competitive with the other two cities included (Livermore and San Ramon).

Minimum Residential Garbage Service

All properties in the City are required to subscribe and have a weekly minimum garbage service (Dublin Municipal Code Section 5.32). This minimum service includes weekly curbside collection of a 32-gallon garbage container; up to two organic waste carts, including food scraps (96 gallons each); up to two recycling carts (96 gallons each); recycling collection of used oil and filters; an annual household hazardous waste drop-off event; and three on-call bulky waste pick-ups per year. Residents desiring larger garbage carts are billed directly by AVI for the incremental rate difference. The City pays AVI for the service cost of the minimum residential service with monies collected from the property tax bill.

The City Council will need to establish the annual fee, which is collected with the property tax bill for residential properties, separately from the rates for other levels of service. The proposed fee for basic residential service for Fiscal Year 2022-23 is $486.72, which is collected in two installments on the property tax bill. This equates to $40.56 per month, which is $26.04 per year ($2.17 per month) more than the rate levied in Fiscal Year 2021-22, as shown here:

Historical Annual Fee for Minimum Garbage Service Collected with Property Tax Bill

2020-21	2021-22	Proposed 2022-23	Annual Change	Monthly Change
$421.32	$460.68	$486.72	$26.04	$2.17

This base rate includes $0.45 per month to cover the cost associated with the collection being included on the property tax bill. These funds are not paid to AVI but are retained by the City to offset the administrative cost in preparing the tax roll. In addition, the cost of collection and delinquencies for the basic service is expected to be covered by prior year fund balance, penalties and prior year taxes collected by the County Tax Collector, and interest on funds held prior to payment to the Company.

Resolutions

Included in this Staff Report (Attachments 1-3) are the annual resolutions that, with City Council adoption, will establish the solid waste collection rates and the required minimum level of garbage service for the next fiscal year.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A notice was placed in the *East Bay Times* on June 11, 2022 and June 18, 2022, notifying the community of the City Council's consideration of the proposed rates and the City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2022-23
2) Resolution Amending the Schedule of Service Rates for Integrated Solid Waste Services
3) Exhibit A to the Resolution – Proposed Adjustment to Garbage Company Rates
4) Methodology used for Fiscal Year 2022-23 Annual Garbage Rate Adjustment in Accordance with Agreement Between City of Dublin and Amador Valley Industries
5) Proposed vs. Current Rates
6) Local Area Rate Comparison

RESOLUTION NO. XX - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AND ESTABLISHING THE COLLECTION OF MINIMUM RESIDENTIAL GARBAGE AND RECYCLING SERVICE FEES FOR FISCAL YEAR 2022-2023

WHEREAS, the City of Dublin is mandated by the State of California, under AB 939 and SB 1016, to reduce the amount of solid waste going into the landfill; and

WHEREAS, through the Mandatory Garbage Subscription Ordinance and other means, the City of Dublin is taking a proactive stance to meet the State Mandated Goals; and

WHEREAS, the goal of the Mandatory Garbage Subscription Ordinance is to protect the health and welfare of the community, to provide recycling services to all residential property owners, and to equally share the costs of these programs by mandating that every residence contributes towards the cost of the service made available; and

WHEREAS, minimum service includes service described in the current Agreement with the franchised waste hauler, Amador Valley Industries (AVI); and

WHEREAS, the City Council has considered this action as part of a noticed public hearing on June 21, 2022.

NOW, THEREFORE, BE IT RESOLVED that, the City Council of the City of Dublin does hereby approve and establish the collection of minimum residential services fees by the City on the property tax bill as shown in **Exhibit A**, which is attached hereto and hereby incorporated by reference.

BE IT FURTHER RESOLVED that City Staff are hereby authorized to undertake all administrative tasks to implement the assessments, including, but not limited to an agreement with Alameda County for collection, which may provide payment to Alameda County of its reasonable costs of collection not to exceed 1.7% of the total amount levied.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 21st day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

City of Dublin
RESIDENTIAL MINIMUM GARBAGE / RECYCLING SERVICES
(Collected With Residential Property Tax Bills)

Basis of Fees

The City has negotiated a multi-year agreement with Amador Valley Industries (AVI) requiring a rate adjustment to the residential minimum garbage/recycling services collected with the property tax bills. The current annual fee of $460.68 per year will increase $26.04 for a total of $486.72 for Fiscal Year 2022-2023. The annual assessment equates to a monthly increase of $2.17, from $38.39 to $40.56. The Amended and Restated Agreement with AVI sets the compensation for the Agreement Year that begins July 1, 2022 and provides for annual adjustments to the rates based upon annual changes in four separate indices, two of which are maintained by the Bureau of Labor Statistics (Refuse Rate Index), plus pass-through disposal costs, for waste, recyclables and organics. The four indices account for cost changes in the following categories: growth in services; labor; vehicle maintenance; and all other costs. In addition, the Agreement allows for a third-party administrator to review costs and revenue every three years to confirm reasonableness and to ensure that an industry standard level of operating margin in being maintained by AVI.

In order to determine the fee, the City estimates the total revenue required to pay AVI for the Minimum Service to all residential units that are eligible to use the service, according to the terms of the agreement. The specific factors considered in this calculation include the following components: the residential rate for Minimum Service; estimated number of housing units affected by the fee; costs associated with the collection of the fee as part of the Property Tax Bill; estimated delinquencies; estimated revenues from late payments and interest earnings; and funds available from collections in a prior year.

Affected Parcels

Chapter 5.32 of the Dublin Municipal Code requires the protection of the health, safety, and welfare of the community by requiring that all parcels obtain minimum weekly garbage service. Residential housing units are billed for the cost of Minimum Garbage Service, which is included with the annual property tax bill. This fee only applies to residential units which have individual garbage containers and <u>are not</u> serviced by central bins. This does include duplexes and other attached housing types, which receive individual service.

Households subject to this fee, which only receive Minimum Service, will not be billed by the Garbage Company. Amador Valley industries will bill customers each quarter for <u>additional</u> services, if a household selects weekly garbage collection of a container larger than the 32-gallon container included in the Minimum Service Level.

Services Provided By the Fee

Minimum service includes weekly curbside collection of: one 32 gallon garbage container; up to two 96 gallon organic waste carts; up to two 96 gallon recycling carts;

used oil and filters; an annual household hazardous waste drop off event; and three on-call bulky waste pick-ups per year.

Amount of the Fee

The annual amount of the assessment includes the cost of collection as well as the cost of services over the entire year. The City makes the payment to Amador Valley Industries based upon the current rate allowed for Minimum Residential Service.

TYPE OF HOUSING UNIT	ANNUAL FEE
Each Single Family Residence	**$ 486.72**
Each Condominium / Townhouse Unit	**$ 486.72**
Each Duplex (2 Units)	**$ 973.44**
Each Duplex (5 or More Units)	**$486.72 times the number of units**

RESOLUTION NO. XX - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE SCHEDULE OF SERVICE RATES FOR INTEGRATED SOLID WASTE SERVICES

WHEREAS, the City of Dublin executed a Collection Service Agreement with Amador Valley Industries (AVI) on January 12, 2005; and subsequently executed five amendments to the agreement; and

WHEREAS, the Agreement requires the City Council to adopt a rate schedule, which is estimated to produce a specified revenue amount as identified in the Agreement; and

WHEREAS, the City Council adopted the initial rate schedule with Resolution 68-05 at a noticed public hearing on May 3, 2005 and the Agreement provides that the City Council is responsible for establishing all rates; and

WHEREAS, on September 10, 2020, the City of Dublin executed an Amended and Restated Collection Service Agreement (Amendment) with Amador Valley Industries (AVI) extending the Collection Service Agreement for another 15-year term; and

WHEREAS, the Amendment with AVI provides for an adjustment to the rates each July 1st in accordance with specified formulas; and

WHEREAS, the State of California passed Senate Bill (SB) 1383, requiring among other rules and regulations, the need to reduce the amount of organic waste being disposed in landfills, as well as an increase in the reporting requirements documenting these efforts; and

WHEREAS, the parties anticipated in the Amendment that SB 1383 would require rate increases to reflect additional costs incurred by AVI arising from SB 1383, and it required the parties to negotiate in good faith on a rate adjustment. The City has met and conferred with AVI, to develop programs and costs to comply with SB 1383, which are included in the required rates; and

WHEREAS, the City has calculated the required rate adjustment necessary to generate the agreed to compensation and applied not more than a 5.66% adjustment to the residential, commercial, roll-off, and other collection service rates and 3.30% for construction and demolition debris rates; and

WHEREAS, on June 21, 2022, the City Council conducted a noticed public hearing prior to the adoption of the new rate schedule.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby adopt the Rate Schedule attached hereto, marked **Exhibit A** and by reference made a part hereof.

BE IT FURTHER RESOLVED that, while AVI may not charge a rate for these services in excess of the established rates, nothing shall prohibit AVI from charging a rate less than the established amount.

BE IT FURTHER RESOLVED that, upon the effective date, July 1, 2022, this resolution shall supersede all previous resolutions adopting rates for solid waste services, and the rates adopted by this resolution shall continue from year to year.

PASSED, APPROVED AND ADOPTED this 21st day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

2022/2023 PROPOSED ADJUSTMENT TO GARBAGE COMPANY RATES

Affected Parcels

Chapter 5.32 of the Dublin Municipal Code requires for the protection of the health safety and welfare of the community that all parcels obtain minimum weekly garbage service. Amador Valley Industries, Inc. is the authorized garbage collection and disposal firm operating within the City. The agreement between the City of Dublin and Amador Valley Industries, Inc. provides that the City shall adopt a rate schedule which is estimated to allow the Company to achieve a fixed amount of annual revenue. Therefore, the adoption of these fees will affect all parcel owners. Rates are effective July 1, 2022.

Basis of Fees

The City has negotiated a multi-year agreement with Amador Valley Industries, Inc. The Company may request a change in rates based upon a formula which includes: changes in the Refuse Rate Index; Increased Regulatory Fees; and changes in the total tons delivered to the Landfill. In addition the Company may under specifc criteria request an extraordinary adjustment. The additional costs of each of these components has been allocated to the three classes of service: Residential; Commercial Bin Service; and Drop Box/Compactor.

RESIDENTIAL RATES

Company Minimum Residential Collection Rate: Applies separately to each single family unit as well as each unit within a duplex or other attached housing, which receives individual garbage collection services. The rate applies to the initial 32 gallons of garbage capacity, including once per week collection and disposal; Weekly Curbside Residential Recycling; and Weekly Curbside Green Waste Recycling; Large Item Collection Service; and access to an Annual HHW drop-off event. All containers are provided by the Company**.**

Minimum Monthly Rate : **$ 40.56** (Rate includes $0.45 retained by City for preparing tax roll / collection.)

Residents may select a larger garbage container for an additional fee which is shown below:

64 Gallon Garbage Container:	**Minimum Cost Plus**	**$33.95**	**per month**	**(Total =**	**$ 74.51**	**per month)**
96 Gallon Garbage Container:	**Minimum Cost Plus**	**$67.90**	**per month**	**(Total =**	**$ 108.46**	**per month)**

Second Container: Residents may request a second garbage container which will be charged at the same rate as a first container based on the size requested.

Additional Large Item Collection: Residents may request additional large item collection services for a fee of : **$ 26.67** per Cubic Yard

COMMERCIAL AND MULTI-FAMILY BIN SERVICES (FRONT-END-LOADER)

Commercial Can Service: Offered at locations unable to accommodate a commercial bin or with volumes deemed insufficient to utilize a commercial bin. Monthly rate includes bin rental and once per week collection and disposal.

32 Gallon Container: **$46.00** **64 Gallon** Container: **$84.48** **96 Gallon** Container: **$122.87**

Commercial Bin Service Rates

Rates shown on the following page are monthly rates based upon bin size and frequency of service. Rates include collection, disposal, and bin rental.

Size # Yards	# Times Per Wk	Base Monthly Rate	Size # Yards	# Times Per Wk	Base Monthly Rate
1	1	$196.81	4	1	$787.24
1	2	$442.59	4	2	$1,623.45
1	3	$688.37	4	3	$2,459.66
1	4	$934.15	4	4	$3,295.87
1	5	$1,179.93	4	5	$4,132.08
1	6	$1,425.71	4	6	$4,968.29
2	1	$393.62	6	1	$1,180.86
2	2	$836.21	6	2	$2,410.69
2	3	$1,278.80	6	3	$3,640.52
2	4	$1,721.39	6	4	$4,870.35
2	5	$2,163.98	6	5	$6,100.18
2	6	$2,606.57	6	6	$7,330.01
3	1	$590.43	7	1	$1,377.67
3	2	$1,229.83	7	2	$2,804.31
3	3	$1,869.23	7	3	$4,230.95
3	4	$2,508.63	7	4	$5,657.59
3	5	$3,148.03	7	5	$7,084.23
3	6	$3,787.43	7	6	$8,510.87

Organic material is charged at 50% of the Commercial Service rate.
Recycled Material is charged at 25% of the Commercial Service rate.

OTHER COMMERCIAL SERVICES: Rates for additional requested services.

Container Push:	$ 17.93	
Lock & Key:	$ 10.77	
Excess Waste (Cu. Yd):	$ 58.76	per Cubic Yard
Excess Cart Exchange:	$ 17.93	
Excess Bin Exchange:	$ 71.63	
Excess Bin Cleaning:	$ 89.47	

SMALL COMPACTOR SERVICE: Rates for small compactors serviced as a commercial account on a regular route shall be billed by container size at the rate of two times the stated rate above for loose garbage.

HANDY HAULER:- One-time placement and collection of a 4 cubic yard bin, including one week container rental filled no higher than water level: **$257.51**

Additional Bin Rental Per Week: **$59.50** Per Week **Cost For Additional Dump:** **$186.68** Per Pick-up
Excess Per Yard If Filled Above Water Level **$58.76** **Per Cubic Yard**

DROP BOX / COMPACTOR RATES: Cost shown is on a per pick-up basis and is based upon the load not exceeding water level (Excess is charged the same rate). Additional Miscellaneous charges may also apply.

Rate Per Cubic Yard: **Non-Compacted:** **$55.38** **Compacted:** **$110.76**
Organic material is charged at 50% of the non-compacted or compacted rate as appropriate.

MISCELLANEOUS DROP BOX CHARGES

Relocation of Drop Box	**$152.21**	Per Request
Weekly Drop Box Container Rental - After 1st Week	**$59.50**	Per Week
Cancel Auto Pick-up Without Notice	**$191.74**	Per Event
Handy Hauler Extra Week Rental	**$59.50**	Per Week
Standby Time	**$249.91**	Per Hour

CONSTRUCTION & DEMOLITION (C&D) DEBRIS BOX SERVICES

C&D Debris Box Service: Costs shown are on a per pick-up basis

Material Type	Cubic Yards	Rate
Concrete & Asphalt		
Per Yard Clean		$124.53
Clean	6	$747.18
Mixed	6	$894.24
Cardboard		
Per Yard Clean		$24.91
Clean	20	$498.20
Clean	30	$747.30
Clean	40	$996.40
Dirt		
Clean	6	$746.75
Mixed	6	$894.24
Drywall		
Per Yard Clean		$59.60
Clean	20	$1,192.00
Wood		
Per Yard Clean		$24.91
Clean	20	$498.20
Clean	30	$747.30
Clean	40	$996.40

Material Type	Cubic Yards	Rate
Front End Loader		
Per Yard		$48.87
Mixed	4 (1/2 Full)	$97.74
Mixed	4	$195.48
Mixed	6 (1/2 Full)	$146.61
Mixed	6	$293.22
Mixed	7 (1/2 Full)	$171.05
Metal		
Metal	20	$581.03
Metal	30	$664.04
Metal	40	$830.08
Stucco		
Per Yard Clean		$124.53
Clean	6	$747.18
Mixed	6	$894.24
Mixed C&D		
Per Yard		$51.47
Mixed	15	$772.05
Mixed	20	$1,029.40
Mixed	30	$1,544.10
Mixed	40	$2,058.80

METHODOLOGY USED FOR FISCAL YEAR 2022-2023 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND AMADOR VALLEY INDUSTRIES

Report Submitted To: City Council June 21, 2022
Prepared By: Jay Baksa, Assistant Administrative Services Director

How Adjustment Factors Are Applied to Elements That Comprise Total Compensation

Annually, there is a process established where a revised total compensation figure is developed. This calculation takes into consideration changes in the number of accounts serviced as well as adjustments to eight elements.

1. Collection Compensation Element
2. Commercial Recycling Incentive Element
3. Disposal Compensation Element
4. Container Compensation Element
5. Recyclable Material Diversion Compensation Element
6. Organic Waste Diversion Compensation Element
7. Vehicle and Administration Element
8. Fee Compensation Element

1. Methodology for Adjusting Rates to Reflect Changes In Collection Costs

The Amendment with AVI contains a very detailed methodology for incorporating economic changes into the annual rate adjustments. Specifically, two calculations are made as part of a larger formula. The first is the Refuse Rate Index Adjustment (RRI) and the second an Annual Growth factor.

Steps Required to Calculate the RRI Factor

The weighted RRI factor cannot exceed 10%, and it is calculated based on the weighted percentage change in specific indices multiplied by the costs associated with key company expenses. The following tables provide a summary description of how these factors are interrelated:

STEP 1: INDICES USED IN RRI CALCULATION

Operating Cost Category	Index Used (To Produce A Weighted Adjustment)	% Index Change @ 12/31/2021
LABOR	Labor - Teamsters Union Local 70 Contract	2.85%
VEHICLE MAINTENANCE	Machinery & Equipment-Parts, Attachments and Accessories (wpu11440378)	11.13%
ALL OTHER	Consumer Price Index - All Urban Consumers: San Francisco-Oakland-Hayward, CA (CUURS49BSA0)	3.21%

The Company provides the City with their expenditures in each of these areas over Calendar Year 2021. These costs are AVI expenses and exclude disposal costs or fees paid to the City. The total costs for the year are used to determine the weighting to be applied for each of the indices. The following table shows the actual weighting used in the FY 2022-2023 calculation.

METHODOLOGY USED FOR FISCAL YEAR 2022-2023 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND AMADOR VALLEY INDUSTRIES

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STEP 2: RRI WEIGHTING FACTOR BASED ON RELATIONSHIP TO TOTAL COSTS

Operating Cost Category	AVI $ reported	% Total Expenses (Weighting Factor)
LABOR	$5,474,068	41.73%
VEHICLE MAINTENANCE	$2,799,788	21.34%
ALL OTHER	$4,845,419	36.93%
TOTAL	**$13,119,265**	**100%**

As mentioned earlier, these factors are applied on a weighted basis. The index factor for each cost category is multiplied by the weighting factor. The result will produce the RRI, which per the agreement cannot exceed 10%. The following table shows the FY 2022-2023 results:

STEP 3: RRI CALCULATION (CANNOT EXCEED 10%)
[Index Change multiplied By Weighting Factor]

Operating Cost Category	% Index Change @ 12/31/2021	% Total Expenses (Weighting Factor)	RRI Index Change x Weighting Factor
LABOR	2.85%	41.73%	1.19%
VEHICLE MAINTENANCE	11.13%	21.34%	2.38%
ALL OTHER	3.21%	36.93%	1.19%
TOTAL			**4.76%**

Steps Required to Calculate the Annual Growth (AG) Factor
The AG factor uses a formula that compares revenue at two points in time. The “Beginning Calculated Revenue” equals the current rates multiplied by the census as of the beginning of January 2021. This is compared to the “Ending Calculated Revenue”. The Ending Calculated Revenue is equal to the current rates multiplied by the December 2021 number of accounts served. The adjustment reflects increases in the number of billed units served. The methodology is relatively straight forward. The Agreement with AVI included an exhibit which lists various service events. For example, it included the number of single family basic service units, number of commercial bins by size, and frequency of service, etc. These are then multiplied by the appropriate monthly rate. Residential service is a bundled rate for recycling and garbage and, therefore, recycling is not included in the calculation. Moreover, each single family unit is calculated at the Basic Rate regardless of whether they may have

multiple recycling or green waste bins. For the purpose of calculating growth, commercial recycling bins are considered to have the same rate as commercial garbage bins with the increase in bins from year to year factored within this formula.

For the FY 2022-2023 adjustment, the Agreement provides for the calculation to be done based on the actual collection census data as of January 2021 and as of December 2021. The rates used for this comparison are the rates in effect on July 1, 2021.

The FY 2022-2023 calculation showed that the "Beginning Calculated Revenue", or the revenue collected by AVI for all services provided for that month, was $2,611,278 and the "Ending Calculated Revenue" was $2,720,471. This results in a FY 2022-2023 Annual Growth Factor of 4.18%. [$2,720,471 - $2,611,278 = $109,193; $109,193/$2,611,278 = 0.0418]. Per Section 5.05.1.2 of the Agreement, if the percentage change is negative, that year's Annual Growth Factor is set at 0%.

Application of RRI and AG to Collection Compensation Element
The FY 2022-2023 Collection Compensation Element as calculated was $14,650,936. In accordance with the Amended and Restated Agreement, the total Collection Compensation Element is broken into two amounts. 1) The amount that is to be included as part of the annual rate adjustment $12,654,450 (Adjusted Amount) 2) The amount that will not be adjusted annually and will be set at $840,000 for the term of the Amendment. (Set Amount). The Adjusted Amount is first adjusted by the AG Factor [$12,654,450 * (1+.0418) =$13,183,406] and then that total is escalated by the RRI factor. [$13,183,406* (1 + .0476) = $13,810,936]. The Adjusted Amount is then added to the Set Amount ($13,810,936 +$840,000 = $14,650,936). This amount then flows into the projected total compensation shown in Section 9 of this report.

2. Methodology for Adjusting Commercial Recycling Compensation

The City has agreed to provide a compensation amount to AVI for the City's Commercial Recycling Program. This amount is escalated each year by the RRI factor, which is calculated as described above, and the growth in commercial recycling tonnage. As part of the negotiation for the Amended and Restated Agreement, the City and AVI, agreed that this element would be reset, in a which a $607,266 credit is applied to the annual compensation amount as described below. The FY 2021-2022 Commercial Recycling Compensation Element final calculation was the following ($644,125 - $607,266 = $36,859).

The commercial recycling growth is calculated based on the total tonnage at the end of each calendar year over the total tonnage for the previous. In years where the total tonnage has decreased, the growth factor is set at 0%. For Calendar Year 2021, the total recycling tons collected was 3,454.19. In 2020, AVI collected 2,712.98. This results in an increase of

27.32% (3,454.19 - 2,712.98= 741.21; 741.21 / 2,712.98 = 27.32%). Thus, the Commercial Recycling Growth Factor is 27.32%, as discussed above, which is added to the RRI factor with the combination of the factors used to inflate the previous year's Commercial Recycling Program compensation amount (0.2732 + 0.0476 = 0.3208; $644,125 * 0.3208 = $206,635; $644,125 + $206,635 =$850,760). ($850,760 - $607,266 = $243,494) This amount then flows into the projected total compensation shown in Section 9 of this report.

3. Methodology for Adjusting Rates to Reflect Changes in Landfill / Disposal Costs

Landfill disposal costs are established under a separate agreement between the City of Dublin and Waste Management, Inc. AVI is required to use the disposal facility designated by the City. AVI makes the payments for disposal costs and pays the price negotiated by the City under the separate agreement with Waste Management. Since these are expenses incurred by AVI, these costs must also be considered in setting the rates. The landfill component has the following two factors that impact the rates: 1) Tip Fee Factor, and 2) Annual Tonnage Factor.

Approved Tip Fee(ATF) Factor

In FY 2021-2022, the cost per ton for landfill fees will increase by $1.15 per ton as provided in the disposal agreement with Waste Management, the increase for disposal is $1.04 and $0.11 is due to increases in governmental fees. Therefore, the total disposal cost for FY 2022-2023 will be $44.57 per ton. Of this amount, $19.89 (44.5% of the per ton fee) is related to regulatory fees and $24.68 reflects the portion paid to Waste Management for landfill services.

The portion paid to Waste Management can increase only as provided in a Disposal Agreement between the City and Waste Management. The regulatory fees are levied by other agencies such as StopWaste.Org; County Local Enforcement Authority; California Department of Resources Recycling and Recovery; Household Hazardous Waste Fees; County Business License; etc. This results in an ATF Factor of 2.65%. [2022 Rate = $44.57/ton and 2021 Rate = $43.42/ton → 44.57 - 43.42= 1.15; 1.15/43.42 = 0.0265].

Annual Tonnage (AT) Factor

The tonnage increase for the FY 2021-2022 adjustment is based on disposal reports for the period January 1, 2021 – December 31, 2021- and is the summation of the monthly tonnages over this period. This amount is then compared against the previous year's disposal tonnage. The total disposal in 2021 was 30,187 tons, and in 2020, it was 30,260 tons. This results in an AT Factor of -0.24%. [30,187 - 30,260= -73.16; -73.16/ 30,260 = -0.0024].

Application of ATF and AT Factors to Disposal Compensation Element

The Landfill Compensation Element was $1,313,936 in 2021. In accordance with the Agreement, this amount is first adjusted by the Annual AT Factor [($1,313,936 * -0.0024 = -$3,153) + $1,313,936 = $1,310,783] and then that total is escalated by the ATF factor. [($1,310,783 * 0.0265 = $34,736) + $1,311,045 = $1,345,518]. This amount then flows into the projected total compensation shown in Section 9 of this report.

4. Methodology Addressing Container Compensation Element

This element represents the amortized cost of carts and bins over the life of the agreement. The allowed amount is modified by the AG factor. As noted above, this factor was calculated at 4.18% for the FY 2022-2023 adjustment. For the FY 2021-2022 adjustment, the amount designated for the Container Element was $312,244. Adjusting this amount by the AG Factor, there will be a $13,052 increase in the calculated amount resulting in $325,296 to be recovered from the rates in FY 2022-2023. [$312,244 * (1 + 0.0418) = $325,296].

5. Methodology Addressing the Recyclable Material Diversion Compensation Element

Section 5.05.08 of the Amended and Restated Agreement prescribes the process for calculating the annual adjustment for the Recyclable Materials Diversion Compensation Element. The City shall calculate the actual tonnage of delivered recyclable material for processing in the prior calendar year by the anticipated per-ton tip fee to be charged during the subsequent Agreement Year

Calendar 2021 Recycling Tonnage = 8,669.90
Anticipated Per-Ton Tip Fee =$146.58
Recyclable Materials Diversion Compensation Element = $1,270,834

This amount then flows into the projected total compensation shown in Section 9 of this report.

6. Methodology Addressing Organic Waste Diversion Compensation Element

Section 5.05.09 of the Amended and Restated Agreement prescribes the process for calculating the annual adjustment for the Organic Waste Diversion Compensation Element. The City shall calculate the actual tonnage of actual organic waste delivered for processing to a Organic Waste Processing Facility in the prior calendar year by the anticipated per-ton tip fee to be charged during the subsequent Agreement Year

Calendar 2019 Recycling Tonnage = 8,930.18
Anticipated Per-Ton Tip Fee =$36.33
Organic Waste Diversion Compensation Element = $324,433

This amount then flows into the projected total compensation shown in Section 9 of this report.

7. Methodology Addressing Vehicle and Administration Element

Section 5.18 of the Amended and Restated Agreement states that beginning July 1, 2020 the baseline Vehicle and Administration Asset Element shall be set at $1,595,575. The baseline amount shall not be subject to the annual rate adjustment. The Vehicle and Administration Element can be adjusted, but only under the terms as prescribed under sections 5.18 and 5.18.1 of the Amendment.

Vehicle and Administration Baseline Compensation = $1,595,575
Sections 5.18/5.18.1 Adjustments = $0
Vehicle and Administration Element $1,595,575

This amount then flows into the projected total compensation shown in Section 9 of this report.

8. Methodology Addressing Fee Compensation Element

As part of the Agreement with the City of Dublin, AVI is required to remit franchise taxes and certain fees to the City of Dublin based on a percentage of its revenue. Therefore, as the company rates go up, the Fee Element must also be adjusted in order to recognize the fees to be paid on the new revenue.

The Fee Compensation Element shall equal:

1. (Collection + Commercial Recycling Element + Disposal + Container Elements+ Recyclable Materials + Organic Waste + Vehicle and Administration) = “base compensation”
2. “base compensation” is divided by (one (1) minus the “Current Fee Percentage”) [Where the “Current Fee Percentage” = 23.35%]
3. subtract “base compensation” from the obtained value

For FY 2022-2023, the Fee Compensation Element Calculation is as follows:

($14,650,936+$243,494+$1,345,518+$325,296+1,270,834+$324,433+$1,595,576) = $19,756,087(base compensation)

$19,756,087/ (1- 23.35%) =$19,756,087/ (76.65%)

$19,756,087/ 76.65% = $25,774,412

METHODOLOGY USED FOR FISCAL YEAR 2022-2023 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND AMADOR VALLEY INDUSTRIES

Report Submitted To: City Council June 21, 2022
Prepared By: Jay Baksa, Assistant Administrative Services Director

For FY 2022-2023, the calculated fees payable to the City are:
$25,774,412– $19,756,087= $6,018,325

The adjusted total compensation for the Fee Element is shown in Section 6 below.

9. City Process of Developing Rates Projected to Meet Total Compensation

Prior to establishing the compensation that will be generated from the rates, an adjustment is made for grant revenues or other agreed upon amounts reducing operating costs. The amount of revenue required from the rates is partially offset by one item: a $48,875 agreed upon amount to reduce the cost of collection services for the Dublin Unified School District; therefore, $48,875 is credited against required revenue in FY 2022-2023. An additional adjustment of ($114) was included in the rate compensation model to offset less than anticipated costs in the timing of landfill fee increases, which have been paid by AVI and were not included in the FY 2021-2022 rate model.

The final step in developing the rates is to test the total annual expected revenue to the Company, when the rates are increased by different amounts. It is necessary for the adjustment to be at a level so that the total annual projected compensation to the Company will equal $25,774,412. The calculation for Fiscal Year 2022-2023 is performed using the customer subscription figures as of December 2021.

Updated Cost Elements	FY 2021-22	FY 2022-23 (Proposed Costs)	Absolute Change	Percentage Change
Collection Element	$13,494,450	$14,650,936	$1,156,486	8.57%
Commercial Recycling Compensation Element	$36,859	$243,494	$206,635	32.08%
Disposal Compensation Element	$1,313,936	$1,345,518	$31,582	2.40%
Container Compensation Element	$312,244	$325,296	$13,052	4.18%
Recycling Disposal Element	$1,287,588	$1,270,834	($16,754)	(1.30%)

METHODOLOGY USED FOR FISCAL YEAR 2022-2023 ANNUAL GARBAGE RATE ADJUSTMENT IN ACCORDANCE WITH AGREEMENT BETWEEN CITY OF DUBLIN AND AMADOR VALLEY INDUSTRIES

Report Submitted To: City Council June 21, 2022
Prepared By: Jay Baksa, Assistant Administrative Services Director

Organics Disposal Element	$308,741	$324,433	$15,692	5.08%
Vehicle and Admin Asset Replacement Element	$1,595,575	$1,595,575	$0	0.00%
Fee Compensation Element	$5,589,802	$6,018,325	$428,523	7.67%
TOTAL	**$23,939,196**	**$25,774,412**	**$1,835,216**	**7.67%**

Proposed vs. Current Rates
(Selected Service Levels Representing Most Common Subscriptions)

COMPARISON OF SELECTED RATES
Current (2021/22) vs Proposed (2022/23)

	Current	Proposed	Proposed Increase over 2021/2022	
Residential -Monthly Rates	**Rate**	**2022/2023**	**$**	**%**
Minimum Residential (32) Gallon	$38.39	$40.56	$2.17	5.65%
64 Gallon Residential	$70.52	$74.51	$3.99	5.66%
96 Gallon Residential	$102.65	$108.46	$5.81	5.66%
Sample rate categories represent 100% of residential customers				
Commercial -Monthly Rates				
32 Gallon Cart	$43.54	$46.00	$2.46	5.65%
64 Gallon Cart	$79.95	$84.48	$4.53	5.66%
96 Gallon Cart	$116.29	$122.87	$6.58	5.66%
1 Yard - 1 time / wk	$186.27	$196.81	$10.54	5.66%
2 Yard - 1 time / wk	$372.54	$393.62	$21.08	5.66%
3 Yard - 1 time / wk	$558.81	$590.43	$31.62	5.66%
3 Yard - 2 times / wk	$1,163.97	$1,229.83	$65.86	5.66%
4 Yard - 1 Time / wk	$745.08	$787.24	$42.16	5.66%
4 Yards - 2 times / wk	$1,536.51	$1,623.45	$86.94	5.66%
Represents 75% of 2021 commercial customers				
Drop Box - Rates Per Service				
20 Yard Loose	$1,048.20	$1,107.60	$59.40	5.66%
30 Yard Loose	$1,572.30	$1,661.40	$89.10	5.66%
40 Yard Loose	$2,096.40	$2,215.20	$118.80	5.66%
Represents 86% of 2021 non-compacted Drop Box Subscriptions				
30 Yard Compacted	$3,144.60	$3,322.80	$178.20	5.66%
Represents 15% of the 2020 compacted Drop Box Subscriptions				
Handy Hauler Available To Residents	$243.72	$257.51	$13.79	5.66%

LOCAL AREA RATE COMPARISON
2023 Garbage Rate Comparison Survey (Prepared: June 6, 2022)
Comparison With Proposed Rates

Residential	Livermore	Castro Valley	San Ramon	3 City Average	Proposed Dublin Basic Rate	% Proposed From Avg	Current Rate	% Increase over Prior FY
1 Can Residential (32-35 Gallon)	$ 40.63	$ 50.26	$ 42.05	$ 44.31	$ 40.56	-8.47%	$ 38.39	5.65%
1 Can Residential (64-70 Gallon)	$ 60.36	$ 87.29	$ 72.54	$ 73.40	$ 74.51	1.52%	$ 70.52	5.66%
1 Can Residential (90-96 Gallon)	$ 94.26	$ 124.30	$ 115.53	$ 111.36	$ 108.46	-2.61%	$ 102.65	5.66%

Residential Notes:

Dublin: Basic rate includes 32-gallon garbage can (weekly pick-up);Weekly 64-gallon organics can; Weekly 64-gallon curbside recycling can; lager size and/or additional organic and recycling carts available free upon request; compost give-back and 3 on-call bulky waste clean-ups per year including items such as electronic waste, household batteries, tires, white and brown goods.

Livermore: As of January 1, 2022; Basic rate includes 32-gallon garbage can (weekly pick-up); Weekly 96-gallon organics can; Weekly 96-gallon curbside recycling can.

San Ramon: As of January 1, 2022, Basic rate includes 32-gallon garbage can (weekly pick-up); Two weekly 64-gallon green waste can supplied by Company. ; at no extra cost; Two weekly 64-gallon curbside recycling can or 96-gallon can available at no extra cost, and 3 special clean-ups per year.

Castro Valley: (As of July 1, 2021) - 32 Gallon Service includes 32 gallon trash cart, 32 gallon green/food scrap cart and 32 gallon recycling cart. 96 Gallon service inlcudes a 96 gallon trash cart, 96 gallon green/food scrap cart and a 96 gallon recycling cart. Residents can request an additional recycling cart at no additional cost

Commercial	Livermore	Castro Valley	San Ramon	3 City Average	Proposed Dublin	% Proposed From Avg	Current Rate	% Increase over Prior FY
1 Yard - 1 time / wk	$ 119.07	$213.68	$ 216.34	$ 183.03	$ 196.81	7.53%	$ 186.27	5.66%
2 Yard - 1 time / wk	$ 238.12	$374.50	$ 401.82	$ 338.15	$ 393.62	16.41%	$ 372.54	5.66%
3 Yard - 1 time / wk	$ 357.20	$519.67	$ 556.31	$ 477.73	$ 590.43	23.59%	$ 558.81	5.66%
3 Yard - 2 times / wk	$ 744.19	$945.64	$ 1,112.65	$ 934.16	$ 1,229.83	31.65%	$ 1,163.97	5.66%
4 Yard - 1 Time / wk	$ 476.26	$797.76	$ 679.90	$ 651.31	$ 787.24	20.87%	$ 745.08	5.66%
4 Yards - 2 times / wk	$ 992.14	$1,522.17	$ 1,359.82	$ 1,291.38	$ 1,623.45	25.71%	$ 1,536.51	5.66%

Castro Valley charges 71% of the commercial rate for recycling and 145% for organics
Dublin's charges 50% of the regular commercial rate for Organics and 25% for commercial recycling
San Ramon's charges 50% of the regular commercial rate for commercial recycling
Livermore charges for recycling and organics at 80% of the regular commerical rate.

Drop Box								
20 Yard Loose	$ 719.33	$940.19	$ 1,412.24	$ 1,023.92	$ 1,107.60	8.17%	$ 1,048.20	5.67%
30 Yard Loose	$ 1,046.09	$1,511.80	$ 1,696.18	$ 1,418.02	$ 1,661.40	17.16%	$ 1,572.30	5.67%
40 Yard Loose	$ 1,369.99	$2,015.56	$ 1,931.75	$ 1,772.43	$ 2,215.20	24.98%	$ 2,096.40	5.67%
30 Yard Compacted	$ 2,769.63	$2,805.47	$ 2,636.67	$ 2,737.26	$ 3,322.80	21.39%	$ 3,144.60	5.67%

Livermore rates do not include the cost of disposal/processing, which is assesed after collection. Staff has included an estimate cost with the above for comparison.
San Ramon charges a one ton minimum; Staff has included a probable disposal cost for comparison purposes.
Every effort has been made to assure the accuracy of the information and comparison of similar levels of service according to our understanding of other agency rates.

ITEM 6.3

DUBLIN
CALIFORNIA

Adoption of Rates for Garbage Collection, Disposal, and Recycling

City Council
June 21, 2022

Background

- Agreement with AVI provides for an annual rate adjustment.
- Adjustments are based on CPI, number of billed units serviced, tonnage collected, and disposal fees. Results in a 3.30% increase
- FY 2022-23 Rate Adjustment includes costs associated with implementation of Senate Bill 1383. Results in a 2.36% increase
- Annual increase of 5.66%.

Tri-Valley Comparison

- City of Dublin Basic Residential Service - $40.56
- Basic Residential Services is included on Property Tax.

Current Year Rates	Proposed Rates	Monthly Difference	Annual Difference
$38.39	$40.56	$2.17	$26.04

City	Rates	Compare to Dublin	%
San Ramon	$42.05	$1.49	3.67%
Livermore	$40.63	$0.07	0.01%
Pleasanton	$27.58	($12.98)	(32.00%)
Castro Valley	$50.26	$9.70	23.92%

Tri-Valley Comparison

- Commercial – 1 Yard x 1 Pick-up x all services

City	Garbage 1 Yard x 1 Wk	Organics	Recycling	Actual Cost
Dublin	**$196.81**	**50%**	**25%**	**$344.42**
San Ramon	$216.34	50%	50%	**$432.68**
Livermore	$119.07	80%	80%	**$309.58**
Pleasanton	$123.49	80%	80%	**$321.07**
Castro Valley	$213.68	145%	71%	**$675.23**

Tri-Valley Comparison

Commercial 1x/week –Garbage 2yrds, Organics 1yrd, Recycling 2 yrds

City	Garbage 2yrd	Organics 1yrd	Recycling 2yrd	Actual Cost
Dublin	**$393.62**	**$98.40**	**$98.40**	**$590.42**
San Ramon	$401.82	$108.17	$200.91	$710.90
Livermore	$238.12	$95.26	$190.50	$523.86
Pleasanton	$246.96	$98.79	$197.57	$543.32
Castro Valley	$374.50	$309.84	$265.90	$950.24

Annual Rate Adjustments

- Refuse Rate Index Adjustment (RRI)
  - Based on changes to four Consumer Price Index (CPI), weighted based on AVI's annual costs.
- Annual Growth (AG)
  - Compares revenue at two points in time (Prior Year -January & December) to capture increase in number of units served. **Note: If change is negative, set at 0%.**
- Approved Tip Fee (ATF)
  - Increase in per ton charges for landfill fees for waste.
- Annual Tonnage (AT)
  - Change in amount of year-over-year total refuse disposed (Garbage, Organics, Recycling).

Overview of Cost Elements

1. **Collections Element**

- Cost associated with the collection of garbage, organics and recycling including:
  - Salaries & Benefits
  - Equipment Operation & Maintenance
  - Material Processing
  - General Administration Costs
  - Operating Ratio
- Annual Adjustment Calculated
  - RRI Increase (RRI) & Annual Growth (AG)

Overview of Cost Elements

2. **Commercial Recycling**
   - To incentivize AVI to increase commercial recycling
   - Annual Adjustment calculated
     - RRI Increase (RRI) and Annual Tonnage (AT)
3. **Container Compensation**
   - Represents the cost of replacing carts and bins
   - Annual Adjustment calculated
     - Annual Growth Factor (AG)

Overview of Cost Elements

4. **Waste Disposal**
   - City has a long term contract with Waste Management
   - Annual Adjustment Calculated
     - Annual Tonnage (AT) and Annual Tip Fee (ATF)
5. **Recycling Disposal**
   - Recyclable Material processed at ACI – San Leandro
     - City does not have an agreement (Pay Market Rate)
   - Annual Adjustment Calculated
     - Annual Tonnage (AT) and Annual Tip Fee (ATF)

Overview of Cost Elements

6. **Organics Disposal**
   - Non-Commercial Organics processed at Waste Management Power Harvest
   - Commercial Organics processed at Recology's Blossom Valley Facility
     - City does not have an agreement (Pay Market Rate)
   - Annual Adjustment Calculated
     - Annual Tonnage (AT) and Annual Tip Fee (ATF)
7. **Vehicle and Administration Element**
   - To capture all costs associated with replacing 2/3rds of fleet and all other capital assets
   - Costs will be reconciled once vehicles are purchased
   - Not updated by annual adjustments

Overview of Cost Elements

8) **Fee Element**

- Amount paid to City for franchise and administrative fee
- Adjusted annually based on a percentage of AVI's revenue

Annual Rate Adjustment

Elements	FY 2021-22	FY 2022-23 Proposed	Difference
Collection Element	$13,494,450	$14,650,936	**$1,156,486**
Commercial Recycling Compensation Element	$36,859	$243,494	**$206,635**
Disposal Compensation Element	$1,313,936	$1,345,518	**$31,582**
Container Compensation Element	$312,244	$325,296	**$13,052**
Recycling Disposal Element	$1,287,588	$1,270,834	**($16,754)**
Organics Disposal Element	$308,741	$324,433	**$15,692**
Vehicle and Administration Element	$1,595,575	$1,595,575	**$0**
Fee Compensation Element	$5,589,802	$6,018,325	**$428,523**
Total	**$23,939,196**	**$25,774,412**	**$1,835,216**

SB 1383 Adjustment

- Carts (Organics)-**$96,882-** For the 3,840 customers that will now be required to subscribe to this service. Also included are food waste buckets and battery boxes.
- Recycling/Reporting Coordinators **$419,165** – Perform outreach and track and prepare additional reporting requirements.
- Organics Disposal **$71,961**– Alternate Organics disposal facility.

Cost Type	Amount*
Carts (Organics)	$96,882
Recycling/Reporting Coordinators	$419,165
Organics Disposal	$71,961
Total	**$588,008**

FY 2022-2023 Adjustment

	Current Year Rates	FY 22-23 Annual Rate Adjustment	SB 1383 + Annual
Monthly Rates	**$38.39**	**$39.66**	**$40.56**
(+/-) $		**$1.27**	**$2.17**
(+/-) %		**3.30%**	**5.66%**

SB 1383 (Only)

- $0.90 – Monthly Increase
- 2.36% – Increase on rates

Recommendation

- Conduct the Public Hearing, deliberate and Adopt the **Resolution** Amending the Schedule of Service Rates for Integrated Solid Waste Services; and
- Adopt the **Resolution** Approving and Establishing the Collection of Minimum Residential Garbage and Recycling Service Fees for Fiscal Year 2022-2023.

Agenda Item 6.4

STAFF REPORT
CITY COUNCIL

DATE: June 21, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Dublin Districts—Public Hearing 3: Draft District Map Review and Community Feedback Opportunity
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will hold a public hearing to give the community an opportunity to provide feedback regarding the boundaries and composition of the draft maps. At the February 15, 2022, meeting, the City Council adopted a Resolution Declaring its Intention to Transition From an At-Large Election System to a District-Based Election System. The City has held two Public Hearings, in accordance with Elections Code section 10010, for the community to provide input on the composition of the districts prior to any maps being drawn. The City must now hold two additional public hearings over a period of no more than 45 days for the public to provide input regarding draft maps, sequence of elections, communities of interest, and potential district boundaries, and to provide direction on draft maps options and refinements. Maps considered at this meeting must have been published at least seven days before the public hearing. Representatives from National Demographics Corporation will provide a brief presentation prior to the public hearing to review the draft maps and legal criteria for district maps.

STAFF RECOMMENDATION:

Receive the presentation, open the public hearing, receive public comment, provide direction to staff regarding preferred configurations and changes to draft maps, close the public hearing.

FINANCIAL IMPACT:

There is no financial impact associated with the presentation of this information. Costs borne by the City for consultants working on this project were provided in previous staff reports to the City Council.

DESCRIPTION:

Background

On February 15, 2022, the City Council adopted Resolution 17-22 Declaring its Intention to Transition from an At-Large Election System to a District-Based Election System in conformance with the California Voting Rights Act of 2001 (CVRA). The Resolution declares the City's intent to consider adoption of an ordinance establishing district-based elections beginning with the November 2024 regular municipal election.

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 by the city's demographer, and two additional public hearings will be held for the public to provide input regarding draft maps, sequence of elections, communities of interest, and potential district boundaries, and to provide direction on draft maps options and refinements. 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.

District Drawing Factors

The public is requested to provide input regarding Communities of Interest and other local factors that should be considered while drafting district maps. A Community of Interest is a neighborhood or group that would benefit from being in the same district because of shared interests, views, or characteristics. Examples of these include, but are not limited to:

- Natural dividing lines such as major roads, hills, or highways.
- Areas around parks and other neighborhood landmarks/amenities.
- School attendance areas.
- Common issues, neighborhood activities, or legislative/election concerns; and
- Shared demographic characteristics, such as:
    - Similar levels of income, education, or linguistic insolation.
    - Languages spoken at home.
    - Single-family and multi-family housing unit areas.

The district boundary maps must meet certain criteria. In particular, the districts must be roughly equal in population, excluding persons incarcerated in federal prisons. However, persons incarcerated at Santa Rita Jail are included in the population count for the districts (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).)

Community Outreach

In April, the City of Dublin launched an extensive and robust outreach process to ensure that the Dublin community is engaged and empowered to participate in the districting process. Staff began by creating dedicated districting web pages on the City website and expanded to a multi-media outreach approach. To date, outreach has included weekly districting social media posts on Facebook, Instagram, Twitter, and Nextdoor, several press releases, emails to website districting subscribers, calls and emails to civic and community business organizations, and process flyers posted to the website and distributed at the Dublin Farmer's Market.

In addition to print and digital outreach, the City hosted two Community Workshops for the public and sent out a Citywide Community Workshop postcard to all Dublin postal customers. The workshops provided an informal setting for community members to learn about the districting process and mapping tools, share their thoughts on their neighborhoods and communities of interest, and ask questions. The first Community Workshop took place on April 28 on Zoom, and the second Community Workshop was held in person at The Wave Community Room on May 4. Meeting resources from the Community Workshops were posted to the Dublin districting web pages. The virtual workshop held on April 28, 2022 had a total attendance of 43 unique viewers, including staff and consultants. The in-person workshop held on May 4, 2022 at The Wave Community Room had a total attendance of 10.

Draft Map Review Process

Attachment 1 includes draft maps for the City Council's consideration. These maps include both those drafted by members of the community as well as National Demographics Corporation. Maps 101 through 109 are the maps submitted by the Public while Green Map, Orange Map, and Purple Maps are those drafted by National Demographics Corporation.

Staff is seeking additional feedback from the community and the City Council regarding draft maps, sequence of elections, communities of interest, and potential district boundaries, and to provide direction on draft maps options and refinements. This feedback will be used to further refine the maps for the next public hearing, where the goal will be for the City Council to select the final map and sequence of elections. If needed, the City Council may use the fifth Public Hearing to select or make minor/technical adjustments to a final map.

While members of the public may share their draft maps during this Public Hearing, the City Council may not consider them until the next Public Hearing. As mentioned before, the City Council may only consider draft maps which were published seven days in advance of this Public Hearing.

Next Steps

Interested community members are strongly encouraged to visit the Dublin Districts webpage at www.dublin.ca.gov/dublindistricts. There individuals can subscribe for program updates and find all materials relating to the transition to district-based elections, including information on how to submit a draft map. Anyone with questions or comments on this process can email the City at dublindistricts@dublin.ca.gov or call the District Formation Call Line at 925-574-4875.

The tentative schedule for future hearing dates and workshops regarding the City's potential transition from at-large to district-based elections is as follows:

Table 1: Tentative Schedule

Date	Meeting	Topics
Thursday April 28, 2022 6:00 p.m.	Virtual Workshop 1	Overview of Process, Parameters, Mapping Tools; Community Feedback. (Done)
Wednesday May 4, 2022 6:00 p.m.	In-Person Workshop 2	Overview of Process, Parameters, Mapping Tools; Community Feedback. (Done)
Tuesday May 17, 2022 7:00 p.m.	Public Hearing 2	Map Drawing Criteria, Communities of Interest; Mapping Tools; Community Feedback. (Done)
Tuesday June 21, 2022 7:00 p.m.	**Public Hearing 3**	**NDC and Community Draft Maps; Community Feedback.**
Wednesday July 6, 2022	***Deadline to Submit Community Draft Maps for Public Hearing 4***	
Tuesday July 19, 2022 7:00 p.m.	Public Hearing 4	NDC and Community Revised Maps; City Council Selects Finalist(s); Sequencing of District Elections.
Tuesday August 16, 2022 7:00 p.m.	Public Hearing 5	City Council Final Map Selection; Introduction of Ordinance.
Tuesday September 6, 2022 7:00 p.m.	City Council Consent Calendar	Second Reading of Ordinance.

The City may adjust this schedule to include additional public outreach or special City Council meetings. All interested parties are encouraged to subscribe to program updates at www.dublin.ca.gov/dublindistricts to stay up to date.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City published a Public Hearing Notice in the *East Bay Times* and posted on www.dublin.ca.gov/dublindistricts on June 15, 2022. Individuals subscribed to the Dublin Districts notification list were emailed regarding this meeting. The City Council Agenda was posted.

ATTACHMENTS:

1) Draft Maps

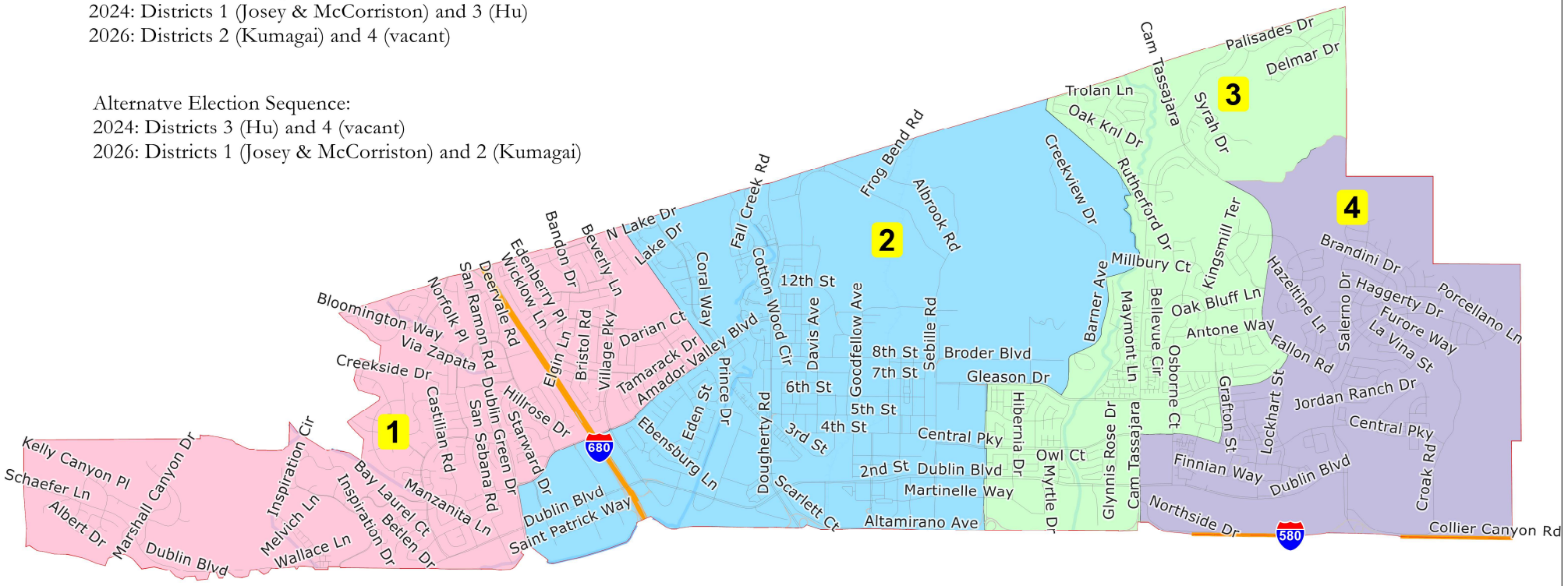
Dublin 2022 Districting

Map layers
- Green Map
- River
- Streets
- City / Place

Green Map

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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NDC Green Map						
District		1	2	3	4	Total
	Total Pop	17,434	18,490	17,766	17,778	71,468
	Deviation from ideal	-433	623	-101	-89	1,056
	% Deviation	-2.42%	3.49%	-0.57%	-0.50%	5.91%
Total Pop	% Hisp	15.1%	17%	6%	5%	11%
	% NH White	40%	31%	17%	12%	25%
	% NH Black	3%	7%	3%	3%	4%
	% Asian-American	39%	40%	73%	77%	57%
Citizen Voting Age Pop	Total	13,241	14,890	12,250	12,002	52,383
	% Hisp	14%	17%	5%	5%	11%
	% NH White	43%	33%	19%	14%	28%
	% NH Black	3%	7%	3%	4%	4%
	% Asian/Pac.Isl.	36%	38%	70%	75%	54%
Voter Registration (Nov 2020)	Total	10,887	7,601	8,274	7,445	34,207
	% Latino est.	13%	13%	8%	8%	11%
	% Spanish-Surnamed	12%	12%	8%	8%	10%
	% Asian-Surnamed	15%	17%	37%	39%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	44%	41%	54%
	% NH Black	2%	8%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,276	6,332	7,168	6,352	29,128
	% Latino est.	13%	12%	8%	8%	10%
	% Spanish-Surnamed	12%	11%	8%	7%	10%
	% Asian-Surnamed	15%	17%	38%	39%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	44%	41%	54%
	% NH Black	2%	8%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,874	3,660	4,017	3,684	18,235
	% Latino est.	12%	11%	8%	8%	10%
	% Spanish-Surnamed	11%	11%	8%	7%	10%
	% Asian-Surnamed	12%	12%	33%	36%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	72%	63%	49%	43%	59%
	% NH Black est.	2%	7%	5%	8%	5%
ACS Pop. Est.	Total	16,990	13,253	15,143	14,948	60,333
Age	age0-19	26%	24%	31%	31%	28%
	age20-60	55%	62%	58%	56%	58%
	age60plus	19%	13%	11%	13%	14%
Immigration	immigrants	26%	40%	40%	52%	39%
	naturalized	61%	43%	54%	48%	51%
Language spoken at home	english	68%	57%	43%	39%	52%
	spanish	6%	6%	4%	4%	5%
	asian-lang	18%	20%	31%	39%	27%
	other lang	8%	17%	22%	18%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	17%	18%	15%
Education (among those age 25+)	hs-grad	30%	25%	15%	15%	22%
	bachelor	36%	39%	39%	38%	38%
	graduatedegree	20%	26%	37%	38%	30%
Child in Household	child-under18	40%	40%	58%	53%	47%
Pct of Pop. Age 16+	employed	69%	73%	74%	73%	72%
Household Income	income 0-25k	4%	7%	5%	5%	5%
	income 25-50k	9%	9%	3%	7%	7%
	income 50-75k	8%	8%	4%	6%	7%
	income 75-200k	50%	55%	43%	39%	47%
	income 200k-plus	28%	22%	45%	43%	34%
Housing Stats	single family	89%	49%	74%	65%	70%
	multi-family	11%	51%	26%	35%	30%
	rented	21%	56%	31%	33%	35%
	owned	79%	44%	69%	67%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

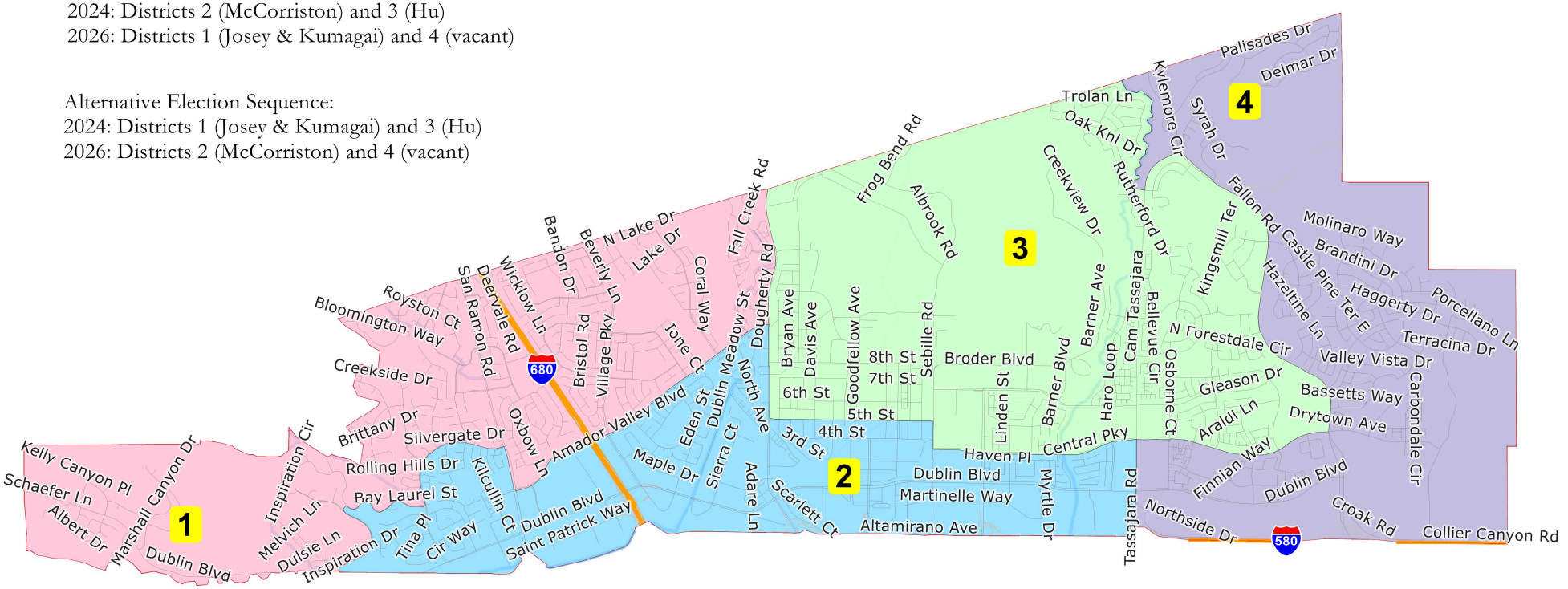
Dublin 2022 Districting

Map layers
- Orange Map
- River
- Streets
- City / Place

Orange Map

Proposed Election Sequence:
2024: Districts 2 (McCorriston) and 3 (Hu)
2026: Districts 1 (Josey & Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 1 (Josey & Kumagai) and 3 (Hu)
2026: Districts 2 (McCorriston) and 4 (vacant)



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NDC Orange Map						
District		1	2	3	4	Total
	Total Pop	18,441	18,018	17,955	17,054	71,468
	Deviation from ideal	574	151	88	-813	1,387
	% Deviation	3.21%	0.85%	0.49%	-4.55%	7.76%
Total Pop	% Hisp	15.6%	11%	11%	5%	11%
	% NH White	39%	30%	18%	12%	25%
	% NH Black	4%	6%	4%	3%	4%
	% Asian-American	38%	50%	65%	77%	57%
Citizen Voting Age Pop	Total	14,116	13,926	12,766	11,575	52,383
	% Hisp	14%	11%	13%	6%	11%
	% NH White	43%	33%	20%	14%	28%
	% NH Black	4%	6%	4%	4%	4%
	% Asian/Pac.Isl.	36%	48%	60%	75%	54%
Voter Registration (Nov 2020)	Total	11,021	8,423	7,519	7,244	34,207
	% Latino est.	14%	12%	7%	8%	11%
	% Spanish-Surnamed	13%	11%	7%	8%	10%
	% Asian-Surnamed	15%	19%	39%	39%	26%
	% Filipino-Surnamed	3%	2%	3%	3%	3%
	% NH White est.	66%	60%	43%	39%	54%
	% NH Black	3%	7%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,332	7,062	6,546	6,188	29,128
	% Latino est.	13%	12%	7%	8%	10%
	% Spanish-Surnamed	12%	11%	7%	7%	10%
	% Asian-Surnamed	15%	19%	39%	40%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	60%	43%	39%	54%
	% NH Black	3%	6%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,699	4,440	3,696	3,400	18,235
	% Latino est.	12%	12%	7%	8%	10%
	% Spanish-Surnamed	12%	11%	7%	7%	10%
	% Asian-Surnamed	11%	14%	34%	37%	21%
	% Filipino-Surnamed	2%	2%	3%	3%	3%
	% NH White est.	71%	66%	46%	42%	59%
	% NH Black est.	3%	6%	5%	8%	5%
ACS Pop. Est.	Total	17,389	15,143	15,667	12,134	60,333
Age	age0-19	25%	26%	31%	30%	28%
	age20-60	56%	62%	56%	57%	58%
	age60plus	18%	13%	12%	13%	14%
Immigration	immigrants	29%	34%	40%	59%	39%
	naturalized	54%	48%	54%	49%	51%
Language spoken at home	english	65%	60%	38%	41%	52%
	spanish	7%	5%	4%	5%	5%
	asian-lang	19%	18%	37%	36%	27%
	other lang	10%	16%	21%	18%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	19%	17%	15%
Education (among those age 25+)	hs-grad	30%	24%	14%	16%	22%
	bachelor	36%	40%	39%	38%	38%
	graduatedegree	22%	26%	37%	37%	30%
Child in Household	child-under18	41%	39%	64%	50%	47%
Pct of Pop. Age 16+	employed	70%	75%	70%	74%	72%
Household Income	income 0-25k	4%	7%	4%	5%	5%
	income 25-50k	8%	9%	2%	7%	7%
	income 50-75k	8%	8%	3%	7%	7%
	income 75-200k	55%	50%	38%	41%	47%
	income 200k-plus	25%	25%	53%	40%	34%
Housing Stats	single family	78%	54%	89%	58%	70%
	multi-family	22%	46%	11%	42%	30%
	rented	32%	50%	15%	39%	35%
	owned	68%	50%	85%	61%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

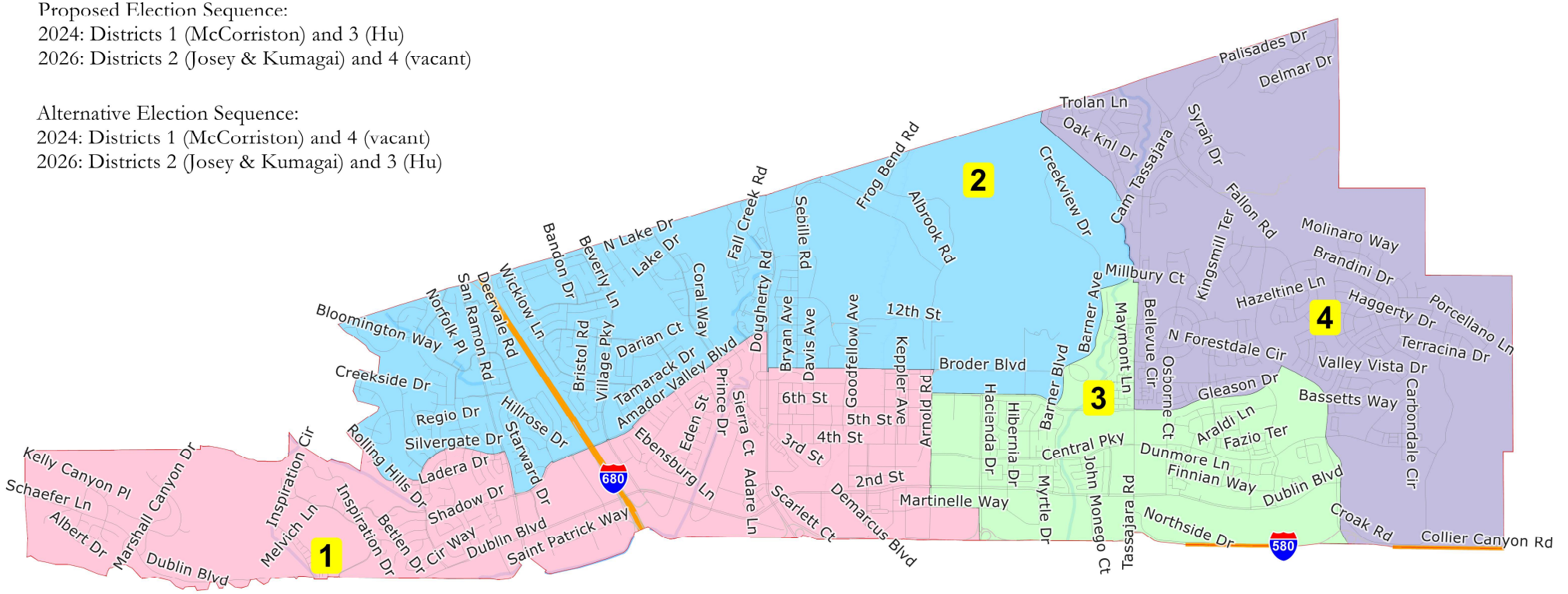
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

Purple Map

Proposed Election Sequence:
2024: Districts 1 (McCorriston) and 3 (Hu)
2026: Districts 2 (Josey & Kumagai) and 4 (vacant)

Alternative Election Sequence:
2024: Districts 1 (McCorriston) and 4 (vacant)
2026: Districts 2 (Josey & Kumagai) and 3 (Hu)



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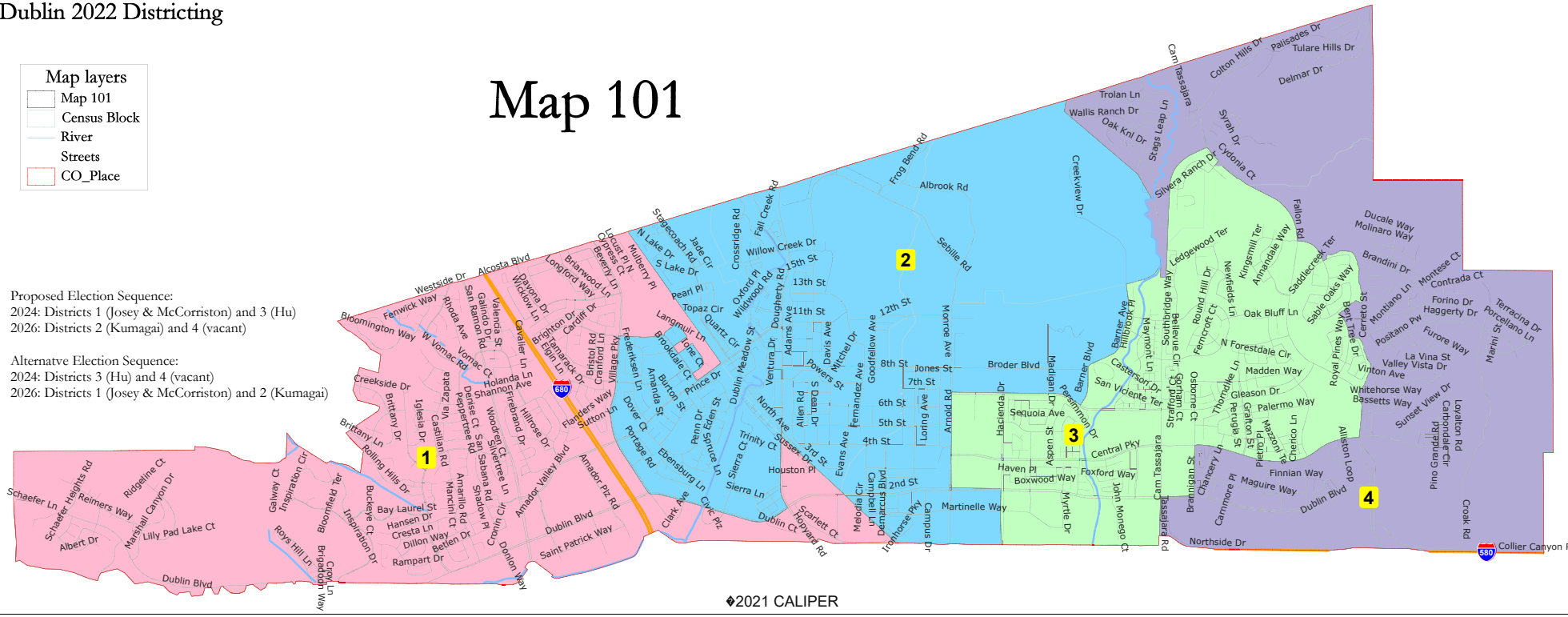
NDC Purple Map						
District		1	2	3	4	Total
	Total Pop	18,092	17,832	17,213	18,331	71,468
	Deviation from ideal	225	-35	-654	464	1,118
	% Deviation	1.26%	-0.20%	-3.66%	2.60%	6.26%
Total Pop	% Hisp	11.2%	21%	7%	4%	11%
	% NH White	31%	40%	19%	11%	25%
	% NH Black	6%	4%	4%	2%	4%
	% Asian-American	49%	30%	68%	81%	57%
Citizen Voting Age Pop	Total	13,964	14,167	12,182	12,070	52,383
	% Hisp	10%	21%	7%	4%	11%
	% NH White	34%	42%	21%	12%	28%
	% NH Black	6%	4%	4%	2%	4%
	% Asian/Pac.Isl.	47%	28%	65%	80%	54%
Voter Registration (Nov 2020)	Total	8,660	9,828	7,175	8,544	34,207
	% Latino est.	11%	15%	10%	6%	11%
	% Spanish-Surnamed	10%	14%	10%	6%	10%
	% Asian-Surnamed	20%	12%	30%	45%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	60%	66%	49%	37%	54%
	% NH Black	6%	3%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	7,306	8,302	6,044	7,476	29,128
	% Latino est.	11%	14%	10%	6%	10%
	% Spanish-Surnamed	10%	13%	9%	6%	10%
	% Asian-Surnamed	20%	12%	31%	45%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	60%	67%	49%	37%	54%
	% NH Black	6%	3%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	4,619	5,811	3,772	4,033	18,235
	% Latino est.	10%	13%	10%	6%	10%
	% Spanish-Surnamed	9%	13%	9%	6%	10%
	% Asian-Surnamed	16%	8%	25%	42%	21%
	% Filipino-Surnamed	2%	2%	3%	3%	3%
	% NH White est.	66%	72%	51%	40%	59%
	% NH Black est.	5%	3%	7%	6%	5%
ACS Pop. Est.	Total	14,451	15,791	17,272	12,819	60,333
Age	age0-19	25%	25%	30%	32%	28%
	age20-60	60%	57%	58%	56%	58%
	age60plus	16%	18%	12%	12%	14%
Immigration	immigrants	34%	31%	37%	58%	39%
	naturalized	53%	50%	44%	57%	51%
Language spoken at home	english	60%	66%	42%	39%	52%
	spanish	5%	7%	5%	3%	5%
	asian-lang	20%	18%	35%	35%	27%
	other lang	14%	10%	18%	22%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	15%	11%	18%	17%	15%
Education (among those age 25+)	hs-grad	24%	32%	16%	13%	22%
	bachelor	40%	35%	39%	37%	38%
	graduatedegree	25%	20%	36%	39%	30%
Child in Household	child-under18	39%	41%	51%	63%	47%
Pct of Pop. Age 16+	employed	72%	69%	74%	74%	72%
Household Income	income 0-25k	7%	4%	5%	5%	5%
	income 25-50k	9%	9%	7%	1%	7%
	income 50-75k	7%	9%	7%	2%	7%
	income 75-200k	48%	57%	46%	33%	47%
	income 200k-plus	28%	21%	36%	59%	34%
Housing Stats	single family	65%	75%	56%	94%	70%
	multi-family	35%	25%	44%	6%	30%
	rented	40%	35%	43%	11%	35%
	owned	60%	65%	57%	89%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting



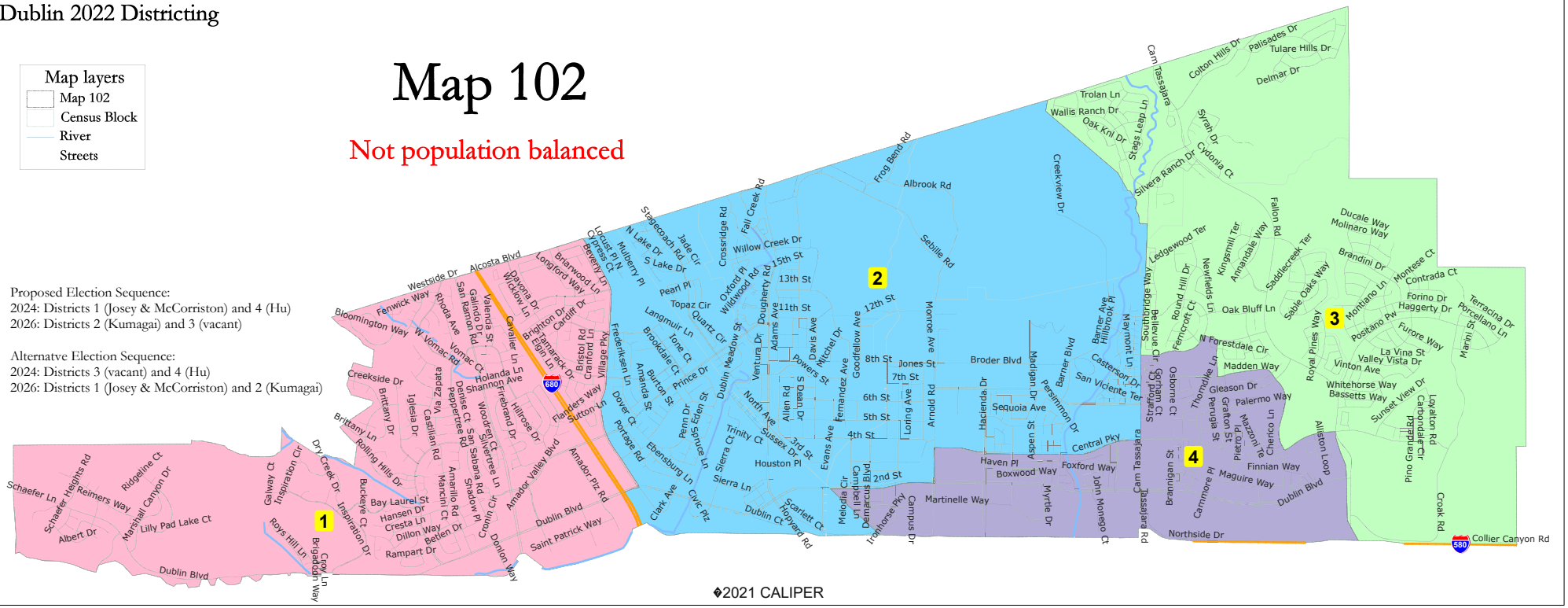
Map 101						
District		1	2	3	4	Total
	Total Pop	18,056	17,868	17,455	18,089	71,468
	Deviation from ideal	189	1	-412	222	634
	% Deviation	1.06%	0.01%	-2.31%	1.24%	3.55%
Total Pop	% Hisp	14.6%	18%	6%	5%	11%
	% NH White	38%	33%	17%	12%	25%
	% NH Black	3%	7%	3%	3%	4%
	% Asian-American	41%	38%	72%	77%	57%
Citizen Voting Age Pop	Total	11,998	9,528	7,581	6,662	35,769
	% Hisp	13%	18%	6%	9%	12%
	% NH White	56%	48%	24%	21%	41%
	% NH Black	3%	7%	5%	4%	5%
	% Asian/Pac.Isl.	27%	25%	62%	64%	41%
Voter Registration (Nov 2020)	Total	10,860	7,628	8,575	7,144	34,207
	% Latino est.	13%	13%	8%	8%	11%
	% Spanish-Surnamed	12%	12%	8%	8%	10%
	% Asian-Surnamed	16%	16%	38%	38%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	45%	40%	54%
	% NH Black	3%	6%	5%	9%	6%
Voter Turnout (Nov 2020)	Total	9,230	6,378	7,396	6,124	29,128
	% Latino est.	13%	13%	8%	8%	10%
	% Spanish-Surnamed	12%	12%	8%	8%	10%
	% Asian-Surnamed	16%	16%	38%	39%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	62%	44%	39%	54%
	% NH Black	3%	6%	5%	9%	5%
Voter Turnout (Nov 2018)	Total	6,664	3,766	4,658	3,147	18,235
	% Latino est.	12%	11%	8%	8%	10%
	% Spanish-Surnamed	11%	11%	8%	8%	10%
	% Asian-Surnamed	12%	11%	33%	35%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	70%	68%	47%	44%	59%
	% NH Black est.	3%	5%	5%	8%	5%
ACS Pop. Est.	Total	16,883	13,359	19,206	10,885	60,333
Age	age0-19	25%	25%	31%	30%	28%
	age20-60	56%	61%	57%	57%	58%
	age60plus	19%	14%	11%	13%	14%
Immigration	immigrants	27%	38%	33%	69%	39%
	naturalized	60%	43%	52%	50%	51%
Language spoken at home	english	68%	57%	41%	41%	52%
	spanish	7%	6%	3%	5%	5%
	asian-lang	17%	21%	34%	38%	27%
	other lang	8%	16%	22%	17%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	18%	18%	15%
Education (among those age 25+)	hs-grad	29%	26%	14%	16%	22%
	bachelor	37%	38%	39%	38%	38%
	graduatedegree	20%	25%	38%	37%	30%
Child in Household	child-under18	39%	41%	59%	49%	47%
Pct of Pop. Age 16+	employed	70%	72%	74%	74%	72%
Household Income	income 0-25k	5%	7%	5%	5%	5%
	income 25-50k	9%	9%	3%	8%	7%
	income 50-75k	8%	8%	4%	7%	7%
	income 75-200k	50%	55%	41%	41%	47%
	income 200k-plus	28%	21%	48%	38%	34%
Housing Stats	single family	87%	51%	78%	56%	70%
	multi-family	13%	49%	22%	44%	30%
	rented	24%	54%	26%	40%	35%
	owned	76%	46%	74%	60%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting



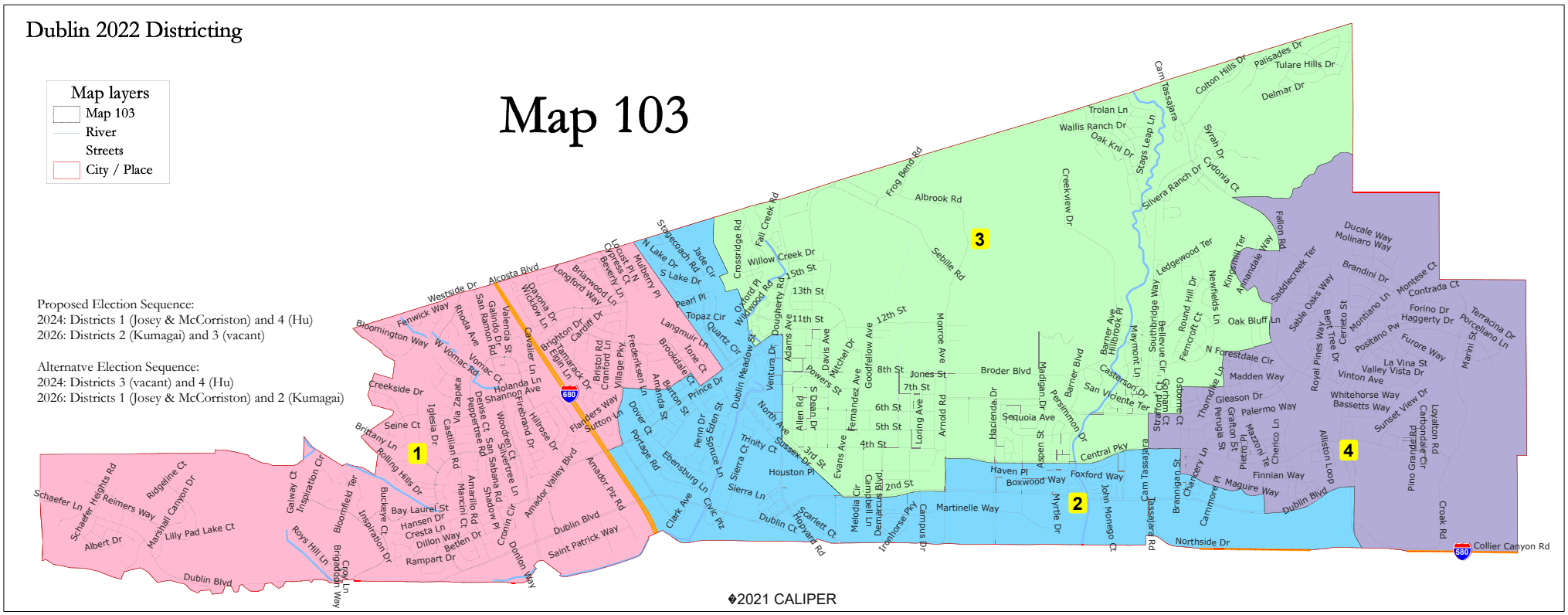
Map 102						
District		1	2	3	4	Total
	Total Pop	16,715	19,538	17,077	18,138	71,468
	Deviation from ideal	-1,152	1,671	-790	271	2,823
	% Deviation	-6.45%	9.35%	-4.42%	1.52%	15.80%
Total Pop	% Hisp	14.6%	16%	4%	8%	11%
	% NH White	38%	32%	11%	19%	25%
	% NH Black	3%	6%	2%	5%	4%
	% Asian-American	41%	42%	81%	66%	57%
Citizen Voting Age Pop	Total	11,131	10,133	6,921	7,583	35,769
	% Hisp	13%	16%	8%	9%	12%
	% NH White	56%	46%	17%	31%	41%
	% NH Black	2%	7%	2%	7%	5%
	% Asian/Pac.Isl.	27%	27%	72%	51%	41%
Voter Registration (Nov 2020)	Total	10,155	8,940	7,929	7,183	34,207
	% Latino est.	13%	13%	6%	11%	11%
	% Spanish-Surnamed	12%	12%	6%	10%	10%
	% Asian-Surnamed	16%	19%	45%	29%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	60%	36%	48%	54%
	% NH Black	3%	5%	7%	9%	6%
Voter Turnout (Nov 2020)	Total	8,631	7,553	6,926	6,018	29,128
	% Latino est.	12%	12%	6%	11%	10%
	% Spanish-Surnamed	12%	11%	6%	10%	10%
	% Asian-Surnamed	16%	19%	45%	30%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	37%	48%	54%
	% NH Black	3%	5%	7%	8%	5%
Voter Turnout (Nov 2018)	Total	6,267	4,656	3,690	3,622	18,235
	% Latino est.	12%	11%	6%	11%	10%
	% Spanish-Surnamed	11%	10%	6%	10%	10%
	% Asian-Surnamed	12%	14%	42%	26%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	70%	66%	40%	52%	59%
	% NH Black est.	3%	4%	6%	8%	5%
ACS Pop. Est.	Total	15,902	14,892	10,774	18,765	60,333
Age	age0-19	25%	25%	32%	30%	28%
	age20-60	56%	60%	56%	58%	58%
	age60plus	19%	15%	12%	11%	14%
Immigration	immigrants	27%	35%	63%	38%	39%
	naturalized	60%	44%	57%	45%	51%
Language spoken at home	english	68%	56%	41%	42%	52%
	spanish	7%	6%	3%	4%	5%
	asian-lang	17%	23%	33%	35%	27%
	other lang	8%	16%	23%	19%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	17%	18%	15%
Education (among those age 25+)	hs-grad	29%	26%	13%	16%	22%
	bachelor	38%	38%	37%	39%	38%
	graduatedegree	21%	23%	39%	37%	30%
Child in Household	child-under18	39%	44%	63%	50%	47%
Pct of Pop. Age 16+	employed	70%	70%	75%	75%	72%
Household Income	income 0-25k	5%	6%	5%	5%	5%
	income 25-50k	9%	9%	1%	6%	7%
	income 50-75k	7%	7%	2%	7%	7%
	income 75-200k	50%	56%	33%	44%	47%
	income 200k-plus	29%	22%	59%	37%	34%
Housing Stats	single family	87%	59%	93%	54%	70%
	multi-family	13%	41%	7%	46%	30%
	rented	23%	47%	12%	44%	35%
	owned	77%	53%	88%	56%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting



Map 103						
District		1	2	3	4	Total
	Total Pop	18,331	17,054	17,817	18,266	71,468
	Deviation from ideal	464	-813	-50	399	1,277
	% Deviation	2.60%	-4.55%	-0.28%	2.23%	7.15%
Total Pop	% Hisp	14.8%	11%	13%	5%	11%
	% NH White	38%	28%	21%	13%	25%
	% NH Black	3%	6%	5%	3%	4%
	% Asian-American	40%	51%	59%	78%	57%
Citizen Voting Age Pop	Total	12,241	8,216	8,054	7,258	35,769
	% Hisp	13%	12%	16%	7%	12%
	% NH White	58%	42%	30%	21%	41%
	% NH Black	2%	6%	7%	5%	5%
	% Asian/Pac.Isl.	26%	39%	43%	65%	41%
Voter Registration (Nov 2020)	Total	11,109	7,914	7,174	8,010	34,207
	% Latino est.	13%	13%	8%	7%	11%
	% Spanish-Surnamed	12%	12%	8%	7%	10%
	% Asian-Surnamed	16%	20%	34%	41%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	57%	47%	40%	54%
	% NH Black	3%	7%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,443	6,607	6,209	6,869	29,128
	% Latino est.	13%	13%	8%	7%	10%
	% Spanish-Surnamed	12%	12%	8%	7%	10%
	% Asian-Surnamed	16%	20%	34%	41%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	57%	46%	40%	54%
	% NH Black	3%	7%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,874	4,075	3,284	4,002	18,235
	% Latino est.	12%	12%	8%	7%	10%
	% Spanish-Surnamed	12%	11%	8%	7%	10%
	% Asian-Surnamed	12%	15%	29%	38%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	63%	51%	43%	59%
	% NH Black est.	3%	7%	5%	7%	5%
ACS Pop. Est.	Total	17,354	14,667	11,633	16,679	60,333
Age	age0-19	25%	26%	28%	32%	28%
	age20-60	56%	62%	58%	56%	58%
	age60plus	19%	12%	13%	13%	14%
Immigration	immigrants	27%	36%	45%	49%	39%
	naturalized	61%	43%	52%	50%	51%
Language spoken at home	english	67%	56%	45%	37%	52%
	spanish	7%	5%	5%	3%	5%
	asian-lang	18%	20%	29%	41%	27%
	other lang	8%	18%	21%	19%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	16%	19%	15%
Education (among those age 25+)	hs-grad	30%	23%	18%	13%	22%
	bachelor	36%	39%	39%	38%	38%
	graduatedegree	20%	29%	31%	39%	30%
Child in Household	child-under18	40%	40%	55%	59%	47%
Pct of Pop. Age 16+	employed	69%	77%	69%	73%	72%
Household Income	income 0-25k	5%	7%	4%	4%	5%
	income 25-50k	9%	10%	3%	4%	7%
	income 50-75k	8%	8%	4%	5%	7%
	income 75-200k	50%	51%	51%	36%	47%
	income 200k-plus	28%	24%	38%	50%	34%
Housing Stats	single family	87%	43%	72%	79%	70%
	multi-family	13%	57%	28%	21%	30%
	rented	23%	60%	34%	21%	35%
	owned	77%	40%	66%	79%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

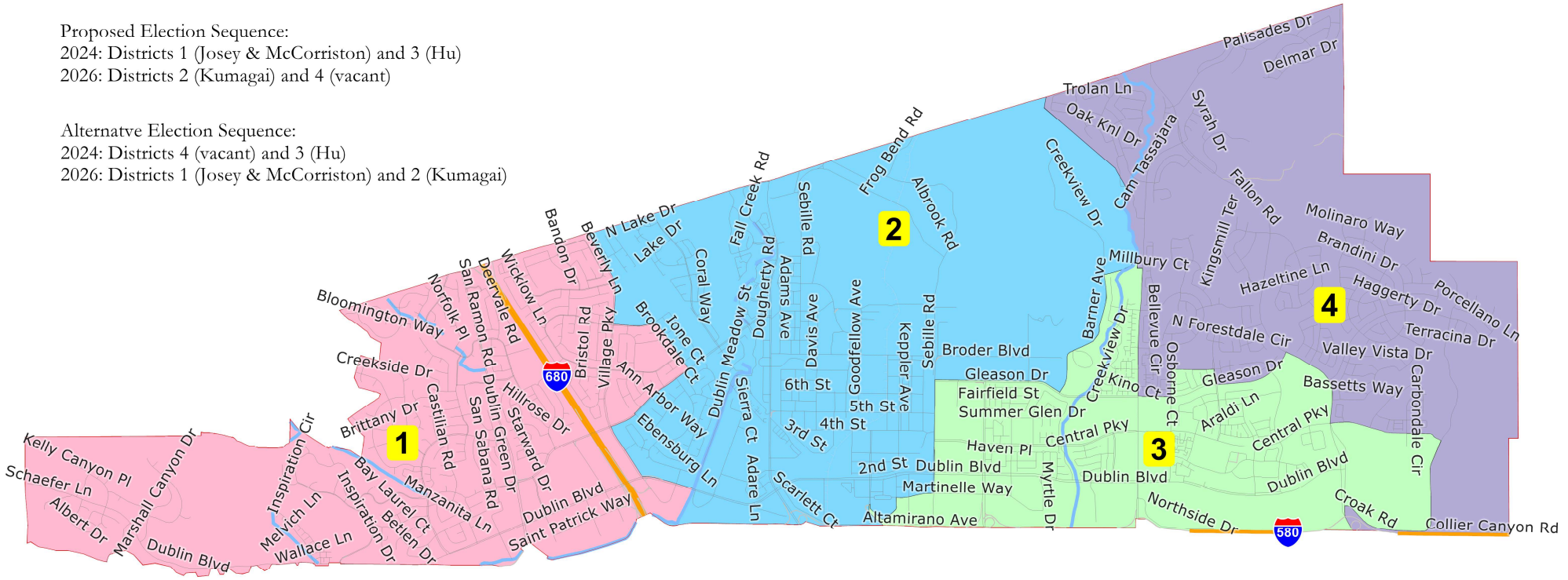
Dublin 2022 Districting

Map layers
- Map 104
- River
- City / Place
- Streets

Map 104

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 4 (vacant) and 3 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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Map 104						
District		1	2	3	4	Total
	Total Pop	17,887	17,576	18,413	17,592	71,468
	Deviation from ideal	20	-291	546	-275	837
	% Deviation	0.11%	-1.63%	3.06%	-1.54%	4.68%
Total Pop	% Hisp	15.0%	18%	7%	4%	11%
	% NH White	39%	32%	19%	11%	25%
	% NH Black	3%	7%	4%	2%	4%
	% Asian-American	40%	39%	68%	81%	57%
Citizen Voting Age Pop	Total	13,728	14,024	13,031	11,600	52,383
	% Hisp	14%	18%	7%	4%	11%
	% NH White	42%	34%	21%	12%	28%
	% NH Black	3%	7%	4%	2%	4%
	% Asian/Pac.Isl.	37%	37%	65%	80%	54%
Voter Registration (Nov 2020)	Total	10,908	7,433	7,607	8,259	34,207
	% Latino est.	13%	13%	10%	6%	11%
	% Spanish-Surnamed	12%	12%	9%	6%	10%
	% Asian-Surnamed	16%	17%	31%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	60%	49%	37%	54%
	% NH Black	3%	7%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	9,271	6,213	6,424	7,220	29,128
	% Latino est.	13%	12%	10%	6%	10%
	% Spanish-Surnamed	12%	11%	9%	6%	10%
	% Asian-Surnamed	16%	17%	31%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	61%	48%	37%	54%
	% NH Black	3%	6%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	6,726	3,655	3,982	3,872	18,235
	% Latino est.	12%	11%	10%	6%	10%
	% Spanish-Surnamed	12%	11%	9%	6%	10%
	% Asian-Surnamed	12%	11%	26%	42%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	68%	51%	40%	59%
	% NH Black est.	3%	6%	7%	6%	5%
ACS Pop. Est.	Total	16,951	13,003	18,414	11,966	60,333
Age	age0-19	25%	25%	30%	32%	28%
	age20-60	56%	61%	58%	56%	58%
	age60plus	19%	14%	12%	12%	14%
Immigration	immigrants	27%	38%	37%	59%	39%
	naturalized	60%	43%	45%	57%	51%
Language spoken at home	english	67%	57%	42%	40%	52%
	spanish	7%	6%	4%	3%	5%
	asian-lang	18%	20%	35%	34%	27%
	other lang	8%	17%	18%	23%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	14%	18%	17%	15%
Education (among those age 25+)	hs-grad	30%	26%	16%	13%	22%
	bachelor	37%	39%	39%	37%	38%
	graduatedegree	20%	25%	36%	39%	30%
Child in Household	child-under18	40%	40%	51%	63%	47%
Pct of Pop. Age 16+	employed	69%	72%	74%	74%	72%
Household Income	income 0-25k	5%	7%	5%	5%	5%
	income 25-50k	9%	9%	6%	1%	7%
	income 50-75k	8%	8%	7%	2%	7%
	income 75-200k	50%	55%	45%	33%	47%
	income 200k-plus	28%	21%	37%	59%	34%
Housing Stats	single family	87%	50%	57%	94%	70%
	multi-family	13%	50%	43%	6%	30%
	rented	23%	55%	42%	11%	35%
	owned	77%	45%	58%	89%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

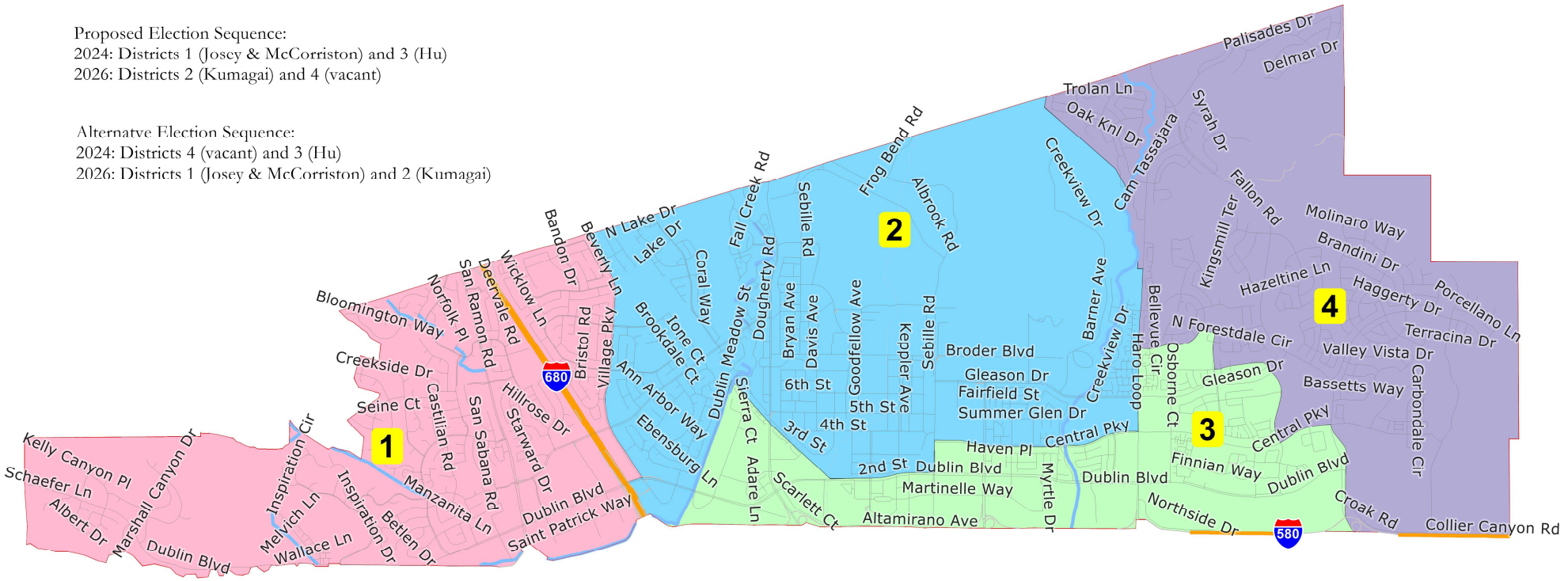
Map layers
- Map 105
- River
- City / Place
- Streets

Map 105

Not population balanced

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 4 (vacant) and 3 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)



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Map 105						
District		1	2	3	4	Total
	Total Pop	16,715	18,103	19,583	17,067	71,468
	Deviation from ideal	-1,152	236	1,716	-800	2,868
	% Deviation	-6.45%	1.32%	9.60%	-4.48%	16.05%
Total Pop	% Hisp	14.6%	16%	9%	4%	11%
	% NH White	38%	32%	20%	11%	25%
	% NH Black	3%	6%	5%	2%	4%
	% Asian-American	41%	42%	64%	81%	57%
Citizen Voting Age Pop	Total	12,844	14,007	14,248	11,284	52,383
	% Hisp	14%	17%	8%	4%	11%
	% NH White	42%	34%	23%	12%	28%
	% NH Black	3%	6%	5%	2%	4%
	% Asian/Pac.Isl.	38%	39%	61%	80%	54%
Voter Registration (Nov 2020)	Total	10,155	8,383	7,729	7,940	34,207
	% Latino est.	13%	12%	11%	6%	11%
	% Spanish-Surnamed	12%	12%	10%	6%	10%
	% Asian-Surnamed	16%	19%	29%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	48%	37%	54%
	% NH Black	3%	4%	9%	7%	6%
Voter Turnout (Nov 2020)	Total	8,631	7,081	6,482	6,934	29,128
	% Latino est.	12%	12%	11%	6%	10%
	% Spanish-Surnamed	12%	11%	10%	6%	10%
	% Asian-Surnamed	16%	19%	29%	45%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	48%	37%	54%
	% NH Black	3%	4%	9%	7%	5%
Voter Turnout (Nov 2018)	Total	6,267	4,397	3,880	3,691	18,235
	% Latino est.	12%	10%	11%	6%	10%
	% Spanish-Surnamed	11%	10%	10%	6%	10%
	% Asian-Surnamed	12%	14%	25%	42%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	70%	66%	52%	40%	59%
	% NH Black est.	3%	4%	9%	6%	5%
ACS Pop. Est.	Total	15,902	14,168	19,504	10,759	60,333
Age	age0-19	25%	25%	30%	32%	28%
	age20-60	56%	60%	59%	56%	58%
	age60plus	19%	15%	11%	12%	14%
Immigration	immigrants	27%	35%	38%	63%	39%
	naturalized	60%	43%	45%	57%	51%
Language spoken at home	english	68%	55%	43%	41%	52%
	spanish	7%	6%	4%	3%	5%
	asian-lang	17%	23%	35%	33%	27%
	other lang	8%	16%	19%	23%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	16%	18%	17%	15%
Education (among those age 25+)	hs-grad	29%	26%	16%	13%	22%
	bachelor	38%	38%	39%	37%	38%
	graduatedegree	21%	24%	37%	39%	30%
Child in Household	child-under18	39%	45%	49%	63%	47%
Pct of Pop. Age 16+	employed	70%	69%	75%	75%	72%
Household Income	income 0-25k	5%	6%	5%	5%	5%
	income 25-50k	9%	9%	7%	1%	7%
	income 50-75k	7%	7%	7%	2%	7%
	income 75-200k	50%	56%	44%	33%	47%
	income 200k-plus	29%	22%	36%	59%	34%
Housing Stats	single family	87%	59%	55%	93%	70%
	multi-family	13%	41%	45%	7%	30%
	rented	23%	47%	45%	12%	35%
	owned	77%	53%	55%	88%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

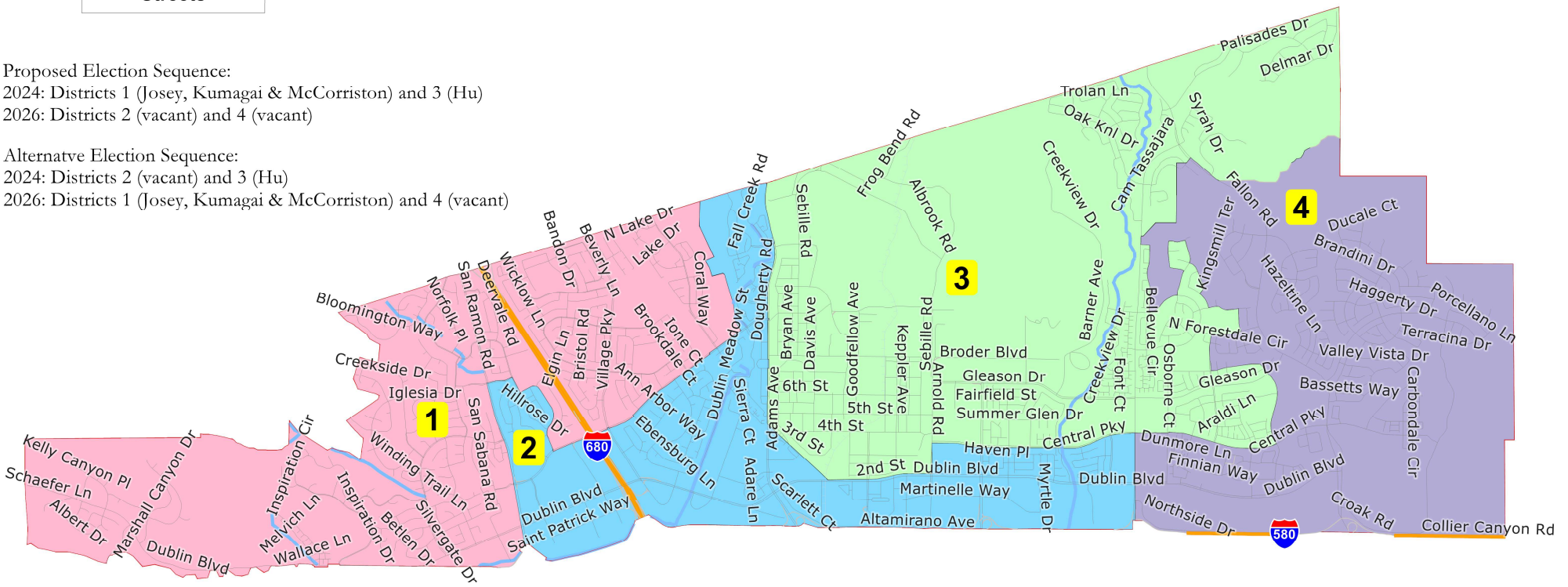
Dublin 2022 Districting

Map layers
- Map 106
- River
- City / Place
- Streets

Map 106

Proposed Election Sequence:
2024: Districts 1 (Josey, Kumagai & McCorriston) and 3 (Hu)
2026: Districts 2 (vacant) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 2 (vacant) and 3 (Hu)
2026: Districts 1 (Josey, Kumagai & McCorriston) and 4 (vacant)



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Map 106						
District		1	2	3	4	Total
	Total Pop	17,994	17,555	18,387	17,532	71,468
	Deviation from ideal	127	-312	520	-335	855
	% Deviation	0.71%	-1.75%	2.91%	-1.87%	4.79%
Total Pop	% Hisp	14.7%	13%	11%	5%	11%
	% NH White	40%	29%	17%	13%	25%
	% NH Black	3%	7%	4%	3%	4%
	% Asian-American	39%	48%	66%	76%	57%
Citizen Voting Age Pop	Total	13,706	13,650	13,023	12,004	52,383
	% Hisp	14%	12%	13%	5%	11%
	% NH White	44%	33%	19%	15%	28%
	% NH Black	3%	6%	4%	4%	4%
	% Asian/Pac.Isl.	36%	46%	61%	74%	54%
Voter Registration (Nov 2020)	Total	11,102	8,227	7,162	7,716	34,207
	% Latino est.	13%	13%	7%	8%	11%
	% Spanish-Surnamed	12%	12%	7%	8%	10%
	% Asian-Surnamed	15%	18%	38%	40%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	42%	40%	54%
	% NH Black	2%	7%	6%	8%	6%
Voter Turnout (Nov 2020)	Total	9,460	6,837	6,265	6,566	29,128
	% Latino est.	13%	13%	7%	8%	10%
	% Spanish-Surnamed	12%	12%	7%	8%	10%
	% Asian-Surnamed	15%	18%	38%	40%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	67%	59%	42%	40%	54%
	% NH Black	2%	7%	6%	8%	5%
Voter Turnout (Nov 2018)	Total	6,979	4,144	3,300	3,812	18,235
	% Latino est.	12%	13%	7%	8%	10%
	% Spanish-Surnamed	11%	12%	7%	7%	10%
	% Asian-Surnamed	11%	14%	33%	37%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	72%	63%	46%	43%	59%
	% NH Black est.	2%	7%	5%	8%	5%
ACS Pop. Est.	Total	17,653	14,456	14,707	13,518	60,333
Age	age0-19	26%	25%	31%	30%	28%
	age20-60	55%	63%	56%	57%	58%
	age60plus	19%	12%	12%	13%	14%
Immigration	immigrants	26%	36%	42%	55%	39%
	naturalized	59%	44%	54%	49%	51%
Language spoken at home	english	67%	58%	38%	41%	52%
	spanish	6%	5%	4%	5%	5%
	asian-lang	18%	20%	37%	36%	27%
	other lang	9%	17%	21%	18%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	19%	17%	15%
Education (among those age 25+)	hs-grad	29%	24%	14%	16%	22%
	bachelor	36%	40%	39%	38%	38%
	graduatedegree	22%	26%	36%	37%	30%
Child in Household	child-under18	41%	38%	64%	51%	47%
Pct of Pop. Age 16+	employed	70%	76%	70%	74%	72%
Household Income	income 0-25k	4%	8%	4%	5%	5%
	income 25-50k	9%	9%	3%	7%	7%
	income 50-75k	8%	8%	2%	6%	7%
	income 75-200k	52%	53%	40%	40%	47%
	income 200k-plus	27%	22%	51%	41%	34%
Housing Stats	single family	86%	45%	88%	61%	70%
	multi-family	14%	55%	12%	39%	30%
	rented	25%	58%	17%	37%	35%
	owned	75%	42%	83%	63%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

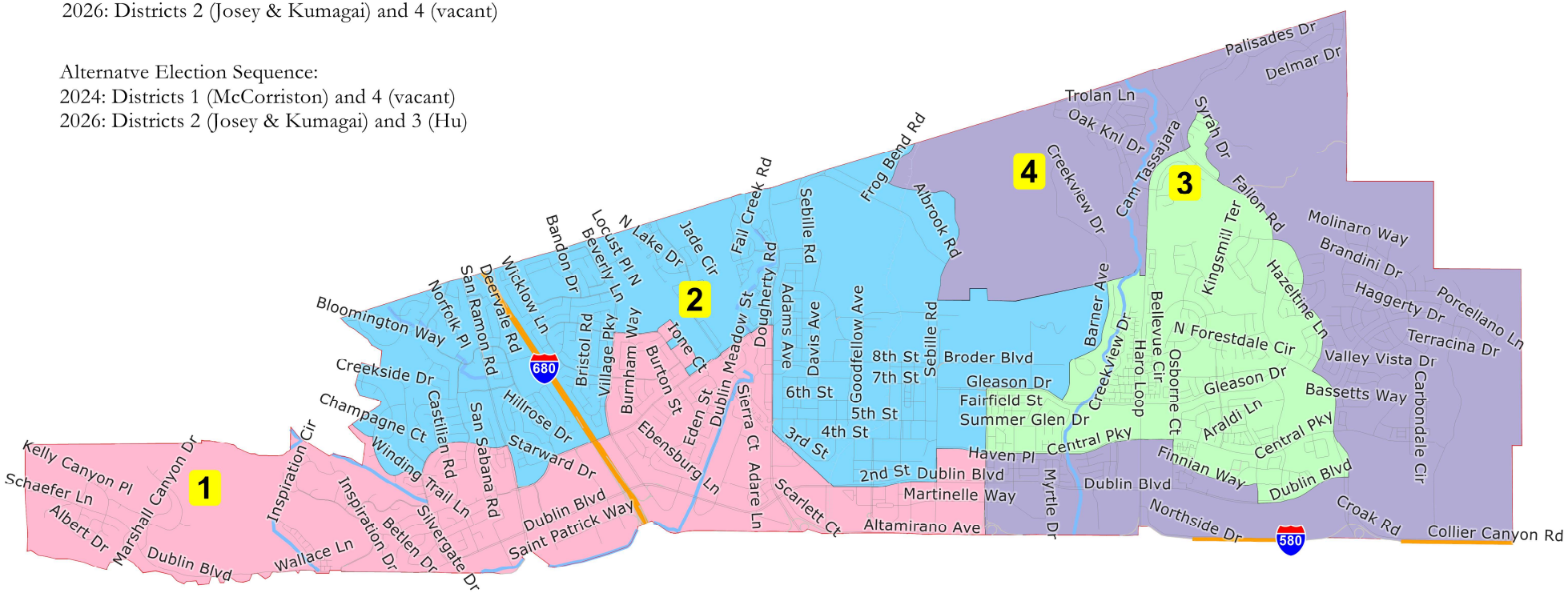
Dublin 2022 Districting

Map layers
- Map 107
- River
- City / Place
- Streets

Map 107

Proposed Election Sequence:
2024: Districts 1 (McCorriston) and 3 (Hu)
2026: Districts 2 (Josey & Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 1 (McCorriston) and 4 (vacant)
2026: Districts 2 (Josey & Kumagai) and 3 (Hu)



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Map 107						
District		1	2	3	4	Total
	Total Pop	17,806	18,095	17,883	17,684	71,468
	Deviation from ideal	-61	228	16	-183	411
	% Deviation	-0.34%	1.28%	0.09%	-1.02%	2.30%
Total Pop	% Hisp	11.8%	21%	6%	5%	11%
	% NH White	33%	38%	17%	13%	25%
	% NH Black	6%	4%	3%	3%	4%
	% Asian-American	47%	32%	72%	77%	57%
Citizen Voting Age Pop	Total	13,808	14,308	12,226	12,041	52,383
	% Hisp	11%	20%	6%	5%	11%
	% NH White	36%	40%	19%	15%	28%
	% NH Black	6%	5%	4%	3%	4%
	% Asian/Pac.Isl.	45%	30%	69%	76%	54%
Voter Registration (Nov 2020)	Total	9,306	9,050	8,286	7,565	34,207
	% Latino est.	12%	14%	9%	7%	11%
	% Spanish-Surnamed	11%	13%	8%	7%	10%
	% Asian-Surnamed	19%	13%	37%	40%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	62%	65%	44%	41%	54%
	% NH Black	5%	4%	7%	7%	6%
Voter Turnout (Nov 2020)	Total	7,874	7,623	7,135	6,496	29,128
	% Latino est.	12%	14%	8%	7%	10%
	% Spanish-Surnamed	11%	13%	8%	7%	10%
	% Asian-Surnamed	19%	13%	37%	40%	26%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	62%	66%	44%	40%	54%
	% NH Black	5%	4%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	5,136	5,375	4,323	3,401	18,235
	% Latino est.	10%	13%	8%	8%	10%
	% Spanish-Surnamed	10%	12%	8%	8%	10%
	% Asian-Surnamed	15%	9%	33%	36%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	68%	70%	47%	45%	59%
	% NH Black est.	4%	4%	7%	6%	5%
ACS Pop. Est.	Total	14,923	15,309	18,027	12,075	60,333
Age	age0-19	25%	25%	31%	30%	28%
	age20-60	59%	58%	56%	59%	58%
	age60plus	16%	17%	13%	11%	14%
Immigration	immigrants	32%	32%	37%	59%	39%
	naturalized	54%	49%	51%	51%	51%
Language spoken at home	english	61%	65%	39%	44%	52%
	spanish	5%	7%	4%	4%	5%
	asian-lang	20%	18%	38%	31%	27%
	other lang	13%	10%	20%	21%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	11%	18%	17%	15%
Education (among those age 25+)	hs-grad	25%	31%	14%	15%	22%
	bachelor	38%	37%	38%	38%	38%
	graduatedegree	24%	21%	37%	37%	30%
Child in Household	child-under18	38%	42%	58%	51%	47%
Pct of Pop. Age 16+	employed	72%	69%	72%	76%	72%
Household Income	income 0-25k	7%	4%	4%	5%	5%
	income 25-50k	10%	8%	4%	5%	7%
	income 50-75k	8%	8%	4%	6%	7%
	income 75-200k	49%	57%	40%	43%	47%
	income 200k-plus	27%	22%	47%	40%	34%
Housing Stats	single family	67%	74%	76%	59%	70%
	multi-family	33%	26%	24%	41%	30%
	rented	38%	37%	25%	42%	35%
	owned	62%	63%	75%	58%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

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Dublin 2022 Districting

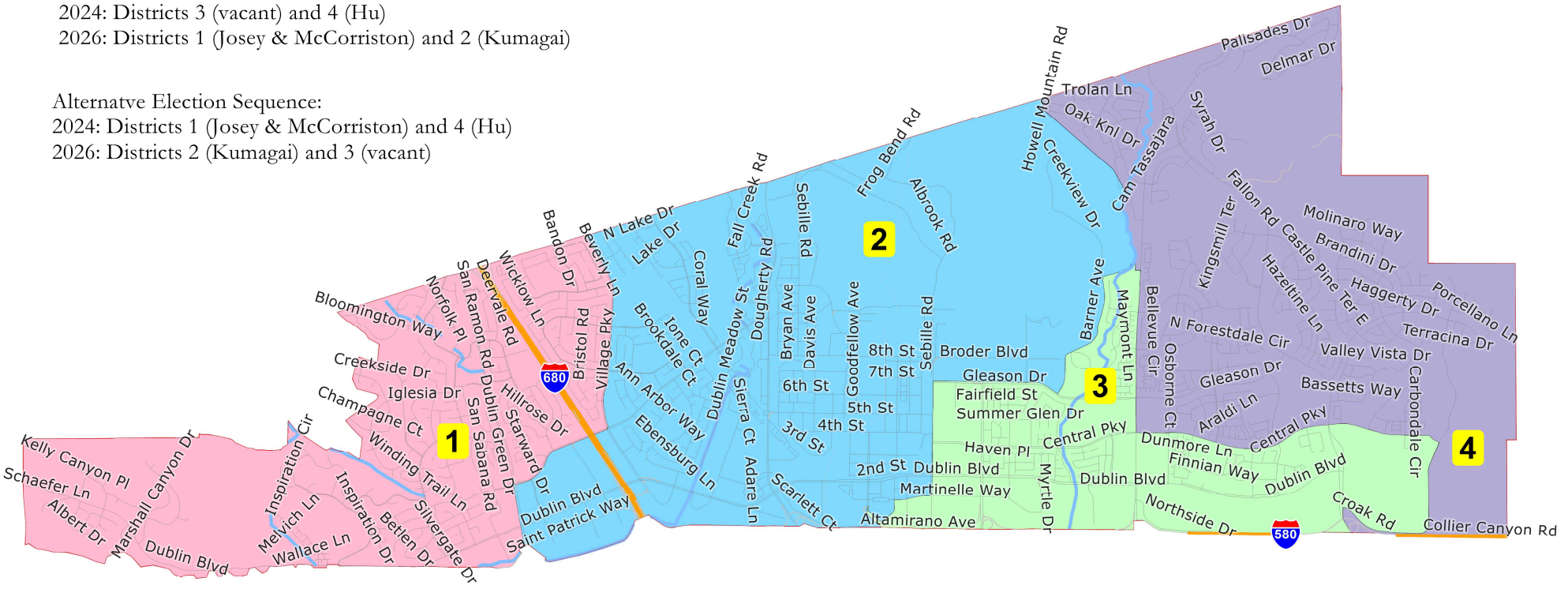
Map layers
- Map 108
- River
- City / Place
- Streets

Map 108

Not population balanced

Proposed Election Sequence:
2024: Districts 3 (vacant) and 4 (Hu)
2026: Districts 1 (Josey & McCorriston) and 2 (Kumagai)

Alternatve Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 4 (Hu)
2026: Districts 2 (Kumagai) and 3 (vacant)



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Map 108						
District		1	2	3	4	Total
	Total Pop	15,243	20,220	14,697	21,308	71,468
	Deviation from ideal	-2,624	2,353	-3,170	3,441	6,611
	% Deviation	-14.69%	13.17%	-17.74%	19.26%	37.00%
Total Pop	% Hisp	14.9%	17%	8%	4%	11%
	% NH White	39%	32%	19%	12%	25%
	% NH Black	2%	7%	5%	2%	4%
	% Asian-American	40%	39%	66%	80%	57%
Citizen Voting Age Pop	Total	11,600	16,152	10,612	14,019	52,383
	% Hisp	14%	18%	8%	4%	11%
	% NH White	43%	34%	22%	13%	28%
	% NH Black	2%	7%	5%	2%	4%
	% Asian/Pac.Isl.	37%	37%	63%	79%	54%
Voter Registration (Nov 2020)	Total	9,558	8,783	5,943	9,923	34,207
	% Latino est.	13%	13%	11%	6%	11%
	% Spanish-Surnamed	12%	12%	11%	6%	10%
	% Asian-Surnamed	16%	16%	28%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	60%	50%	38%	54%
	% NH Black	3%	7%	8%	7%	6%
Voter Turnout (Nov 2020)	Total	8,142	7,342	4,971	8,673	29,128
	% Latino est.	13%	13%	11%	6%	10%
	% Spanish-Surnamed	12%	12%	10%	6%	10%
	% Asian-Surnamed	16%	16%	29%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	61%	49%	38%	54%
	% NH Black	2%	6%	7%	7%	5%
Voter Turnout (Nov 2018)	Total	6,036	4,345	3,085	4,769	18,235
	% Latino est.	12%	12%	11%	6%	10%
	% Spanish-Surnamed	11%	11%	10%	6%	10%
	% Asian-Surnamed	12%	11%	24%	40%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	68%	51%	42%	59%
	% NH Black est.	3%	6%	7%	6%	5%
ACS Pop. Est.	Total	15,030	14,924	12,356	18,023	60,333
Age	age0-19	25%	25%	28%	32%	28%
	age20-60	56%	61%	60%	56%	58%
	age60plus	19%	14%	12%	12%	14%
Immigration	immigrants	26%	38%	41%	49%	39%
	naturalized	61%	45%	42%	56%	51%
Language spoken at home	english	68%	58%	47%	37%	52%
	spanish	7%	6%	6%	2%	5%
	asian-lang	17%	21%	29%	39%	27%
	other lang	8%	15%	18%	22%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	17%	18%	15%
Education (among those age 25+)	hs-grad	29%	27%	19%	12%	22%
	bachelor	38%	37%	40%	38%	38%
	graduatedegree	21%	24%	34%	40%	30%
Child in Household	child-under18	39%	41%	45%	65%	47%
Pct of Pop. Age 16+	employed	69%	72%	74%	73%	72%
Household Income	income 0-25k	5%	7%	6%	4%	5%
	income 25-50k	9%	9%	8%	1%	7%
	income 50-75k	7%	8%	8%	3%	7%
	income 75-200k	49%	55%	51%	32%	47%
	income 200k-plus	30%	21%	27%	59%	34%
Housing Stats	single family	89%	54%	41%	95%	70%
	multi-family	11%	46%	59%	5%	30%
	rented	22%	51%	57%	9%	35%
	owned	78%	49%	43%	91%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Dublin 2022 Districting

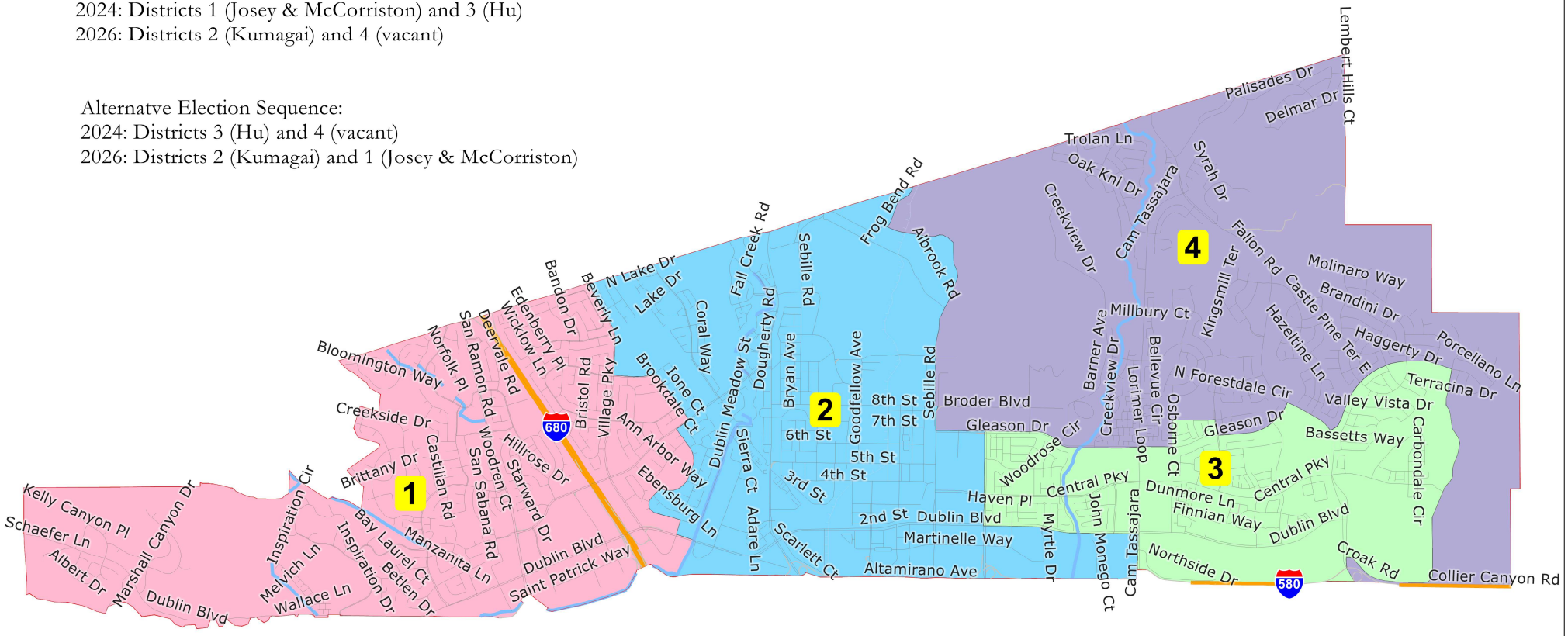
Map layers
- Map 109
- River
- City / Place
- Streets

Map 109

Not population balanced

Proposed Election Sequence:
2024: Districts 1 (Josey & McCorriston) and 3 (Hu)
2026: Districts 2 (Kumagai) and 4 (vacant)

Alternatve Election Sequence:
2024: Districts 3 (Hu) and 4 (vacant)
2026: Districts 2 (Kumagai) and 1 (Josey & McCorriston)



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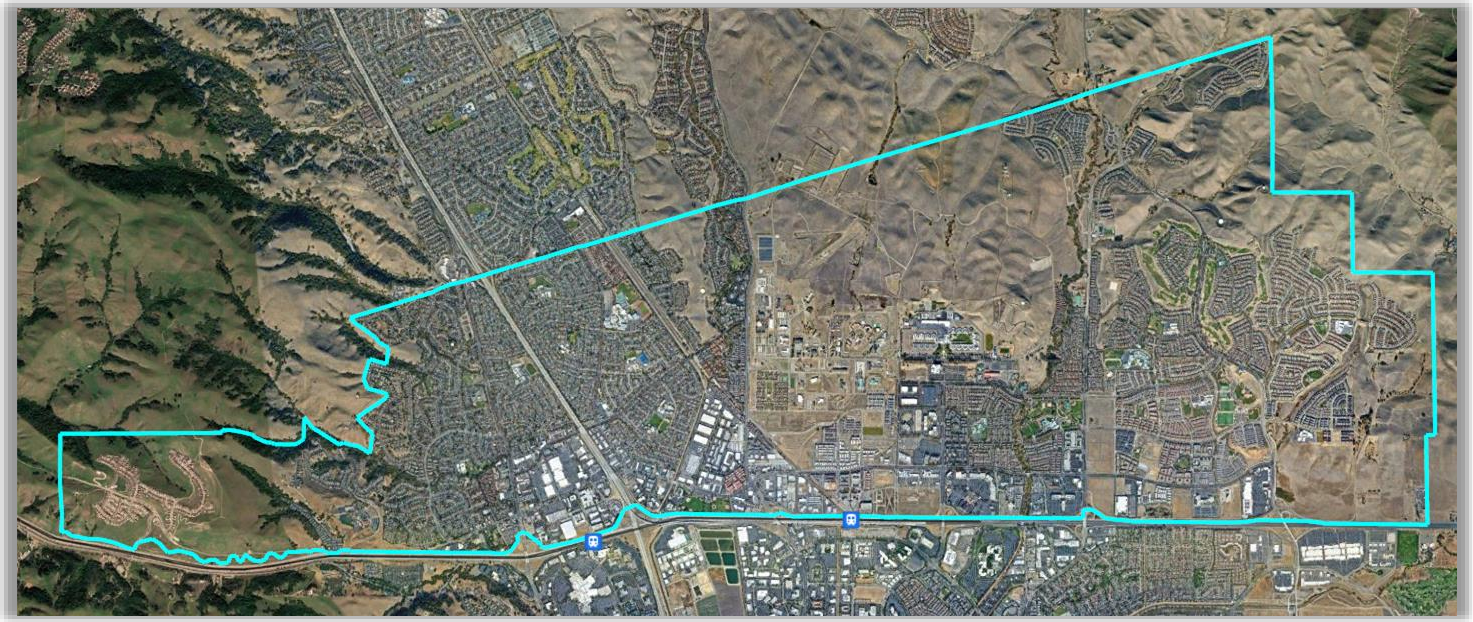
Map 109						
District		1	2	3	4	Total
	Total Pop	18,631	15,273	19,691	17,873	71,468
	Deviation from ideal	764	-2,594	1,824	6	4,418
	% Deviation	4.28%	-14.52%	10.21%	0.03%	24.73%
Total Pop	% Hisp	15.0%	13%	6%	10%	11%
	% NH White	39%	32%	17%	13%	25%
	% NH Black	3%	7%	4%	3%	4%
	% Asian-American	39%	44%	71%	71%	57%
Citizen Voting Age Pop	Total	14,292	11,826	13,671	12,594	52,383
	% Hisp	14%	12%	6%	12%	11%
	% NH White	42%	35%	19%	15%	28%
	% NH Black	3%	7%	4%	3%	4%
	% Asian/Pac.Isl.	37%	43%	68%	67%	54%
Voter Registration (Nov 2020)	Total	11,407	6,768	7,845	8,187	34,207
	% Latino est.	13%	13%	9%	7%	11%
	% Spanish-Surnamed	12%	12%	9%	7%	10%
	% Asian-Surnamed	15%	16%	32%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	65%	61%	47%	37%	54%
	% NH Black	3%	7%	8%	6%	6%
Voter Turnout (Nov 2020)	Total	9,693	5,642	6,645	7,148	29,128
	% Latino est.	13%	12%	9%	7%	10%
	% Spanish-Surnamed	12%	11%	9%	7%	10%
	% Asian-Surnamed	15%	16%	33%	44%	26%
	% Filipino-Surnamed	3%	3%	3%	3%	3%
	% NH White est.	66%	61%	47%	38%	54%
	% NH Black	3%	6%	8%	6%	5%
Voter Turnout (Nov 2018)	Total	7,021	3,480	3,894	3,840	18,235
	% Latino est.	12%	11%	10%	7%	10%
	% Spanish-Surnamed	12%	11%	9%	6%	10%
	% Asian-Surnamed	12%	11%	28%	41%	21%
	% Filipino-Surnamed	2%	3%	3%	3%	3%
	% NH White est.	71%	65%	51%	41%	59%
	% NH Black est.	3%	6%	8%	5%	5%
ACS Pop. Est.	Total	17,924	11,395	17,995	13,019	60,333
Age	age0-19	25%	25%	30%	31%	28%
	age20-60	56%	61%	58%	56%	58%
	age60plus	19%	14%	12%	12%	14%
Immigration	immigrants	26%	39%	44%	48%	39%
	naturalized	61%	42%	46%	57%	51%
Language spoken at home	english	68%	57%	40%	42%	52%
	spanish	7%	5%	4%	4%	5%
	asian-lang	17%	21%	37%	32%	27%
	other lang	9%	17%	18%	23%	16%
Language Fluency	Speaks Eng. "Less than Very Well"	11%	15%	18%	17%	15%
Education (among those age 25+)	hs-grad	29%	26%	16%	14%	22%
	bachelor	37%	38%	38%	38%	38%
	graduatedegree	20%	26%	37%	36%	30%
Child in Household	child-under18	39%	41%	52%	62%	47%
Pct of Pop. Age 16+	employed	70%	73%	74%	72%	72%
Household Income	income 0-25k	5%	7%	5%	5%	5%
	income 25-50k	9%	9%	6%	1%	7%
	income 50-75k	8%	8%	7%	2%	7%
	income 75-200k	50%	55%	43%	37%	47%
	income 200k-plus	28%	21%	39%	55%	34%
Housing Stats	single family	86%	49%	59%	90%	70%
	multi-family	14%	51%	41%	10%	30%
	rented	24%	56%	40%	16%	35%
	owned	76%	44%	60%	84%	65%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

NDC
National Demographics Corporation



City of Dublin
Public Hearing 3

June 21, 2022

Districting Timeline

Step	Description
Public Hearing 1 April 19, 2022	Overview of Process, Outreach Preview, Mapping Tools, Communities of Interest; Community Feedback.
Workshops (1) April 28, 2022 (2) May 4, 2022 6:00 p.m.	Overview of Process, Parameters, Mapping Tools; Community Feedback.
Public Hearing 2 May 17, 2022 7:00 p.m.	Map Drawing Criteria, Communities of Interest; Mapping Tools; Community Feedback.
June 5, 2022 5:00 p.m.	Deadline to submit draft maps for Council consideration at the June 21st Public Hearing.
Public Hearing 3 June 21, 2022 7:00 p.m.	NDC and Community Draft Maps; Community Feedback.
July 6, 2022 5:00 p.m.	Deadline to submit draft maps for Council consideration at the July 19th Public Hearing.

Districting Timeline (cont.)

Step	Description
Public Hearing 4 July 19, 2022 7:00 pm	NDC and Community Revised Maps; City Council Selects Finalist(s); Sequencing of District Elections.
Public Hearing 5 August 16, 2022 7:00 pm	City Council Final Map Selection; Introduction of Ordinance.
City Council Consent Calendar September 6, 2022 7:00 pm	Second Reading of Ordinance.

Districting Rules and Goals

1. Federal Laws

Equal Population

Federal Voting Rights Act

No Racial Gerrymandering



2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and "communities of interest"**
   (Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
   (Do not bypass one group of people to get to a more distant group of people)

Prohibited:

"Shall not favor or discriminate against a political party."

3. Other Traditional Districting Principles

Respect voters' choices / continuity in office

Future population growth

Demographic Summary

Estimates using official 2020 demographic data and NDC's estimated total population figures.

Each of the 4 districts must contain about 17,867 people.

Category	Field	Total
2020 Census	Total Population	71,468
Total Pop.	Hispanic/Latino	11%
	NH White	25%
	NH Black	4%
	NH Asian/PacIsl.	58%
	NH Native Amer.	1%
Citizen Voting Age Pop	Total	35,769
	Hisp	12%
	NH White	41%
	NH Black	5%
	Asian/PacIsl.	41%
	Native Amer.	1%
Voter Registration (Nov 2020)	Total	34,207
	Latino est.	11%
	Spanish-Surnamed	10%
	Asian-Surnamed	26%
	Filipino-Surnamed	3%
	NH White est.	54%
	NH Black	5%
Voter Turnout (Nov 2020)	Total	29,128
	Latino est.	10%
	Spanish-Surnamed	10%
	Asian-Surnamed	26%
	Filipino-Surnamed	3%
	NH White est.	54%
	NH Black	5%
Voter Turnout (Nov 2018)	Total	18,235
	Latino est.	10%
	Spanish-Surnamed	10%
	Asian-Surnamed	21%
	Filipino-Surnamed	3%
	NH White est.	59%
	NH Black est.	5%

Category	Field	Total
Age	age0-19	28%
	age20-60	58%
	age60plus	14%
Immigration	immigrants	39%
	naturalized	51%
Language spoken at home	English	52%
	Spanish	5%
	Asian-lang	27%
	Other lang	16%
Language Fluency	Speaks Eng. "Less than Very Well"	15%
Education (among those age 25+)	hs-grad	22%
	bachelor	38%
	graduatedegree	30%
Child in Household	child-under18	47%
Pct of Pop. Age 16+	employed	72%
Household Income	income 0-25k	5%
	income 25-50k	7%
	income 50-75k	7%
	income 75-200k	47%
	income 200k-plus	34%
Housing Stats	single family	70%
	multi-family	30%
	rented	35%
	owned	65%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population data from 2016-2020 Special Tabulation data. Age, Immigration, and other demographics from the 2015-2019 American Community Survey 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

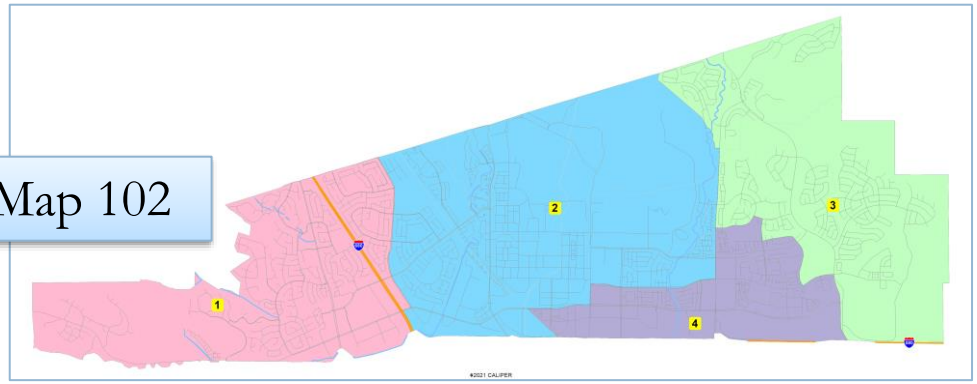
NDC

Draft Maps (12)

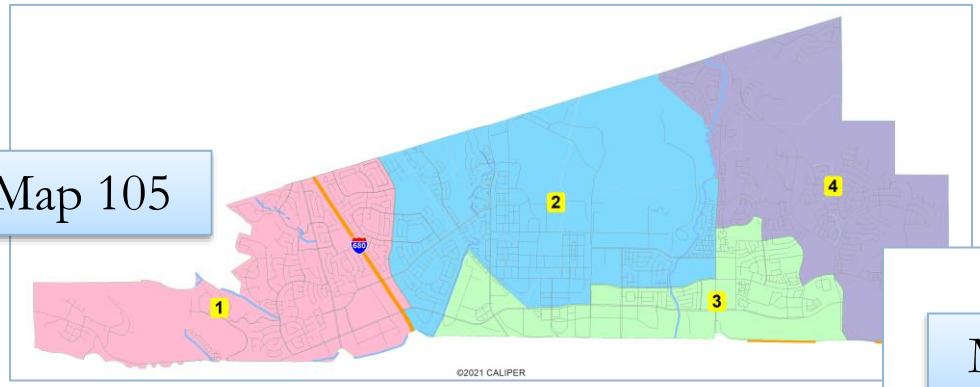
Public Submissions (9)	Demographer Maps (3)
Map 101	Green Map
Map 102 (Not Population Balanced)	Orange Map
Map 103	Purple Map
Map 104	
Map 105 (Not Population Balanced)	
Map 106	
Map 107	
Map 108 (Not Population Balanced)	
Map 109 (Not Population Balanced)	

Not Population Balanced

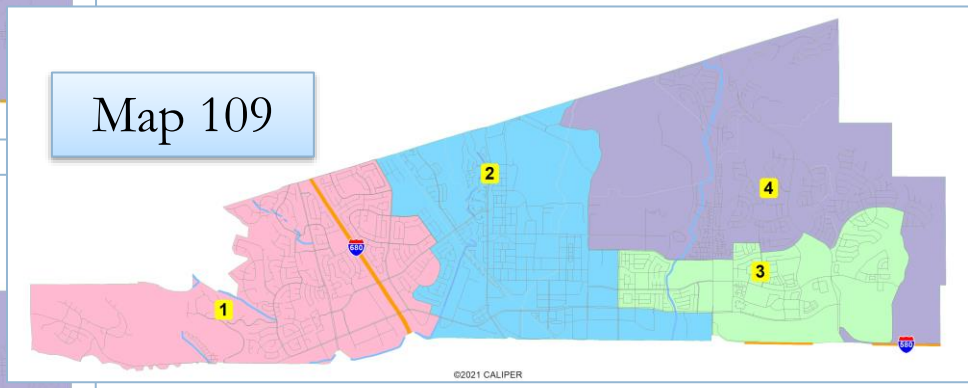
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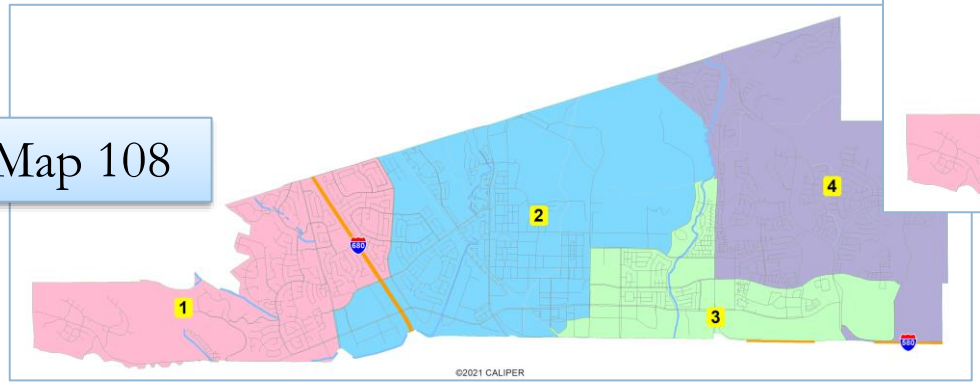
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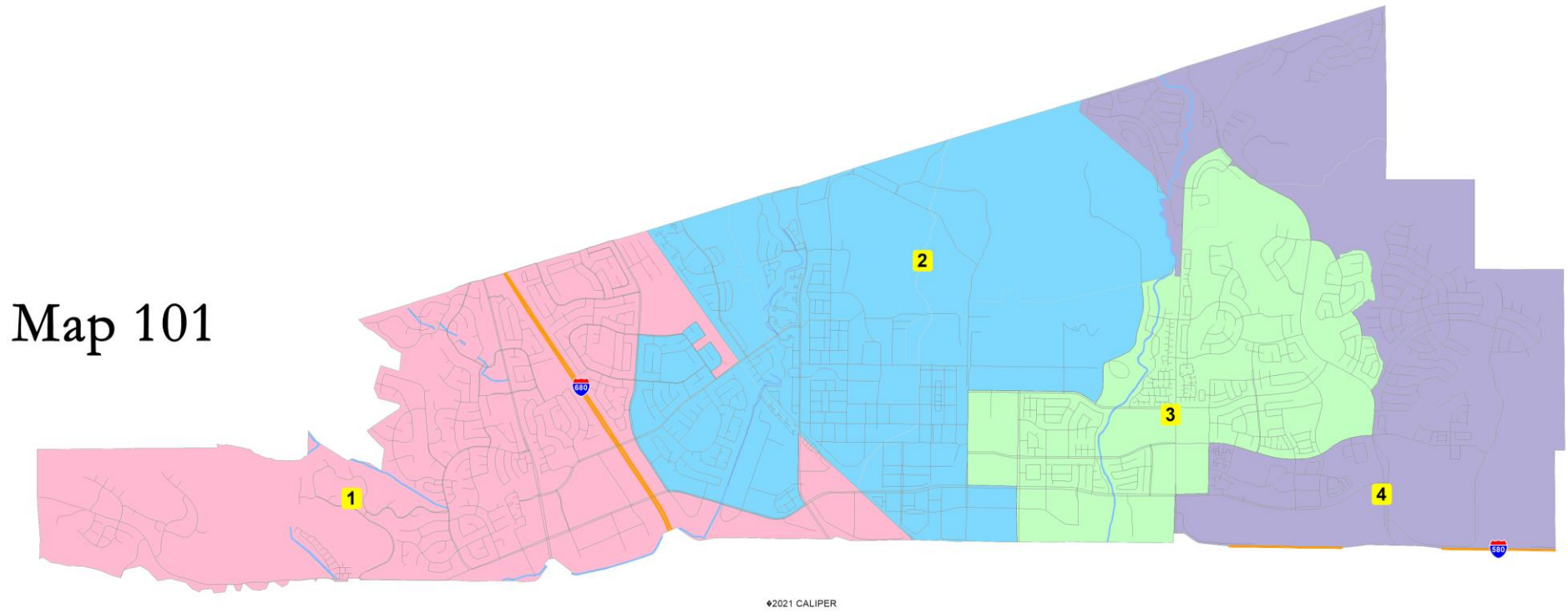
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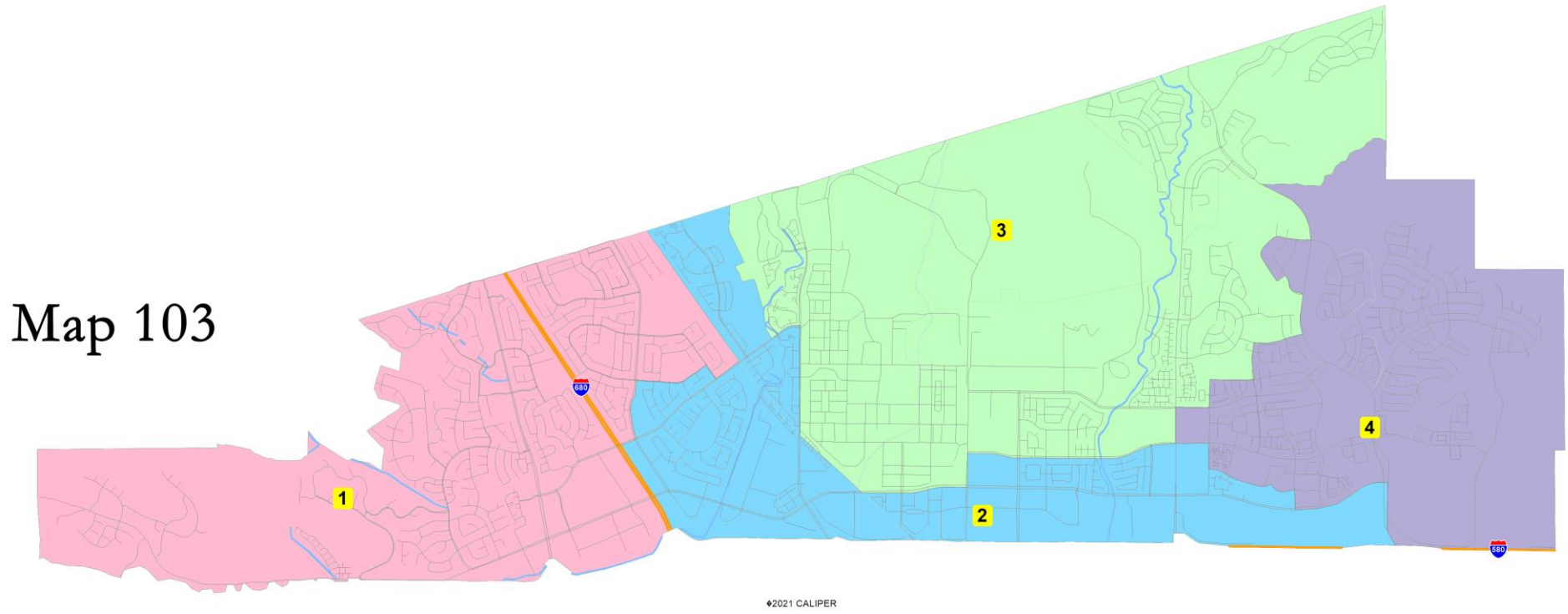
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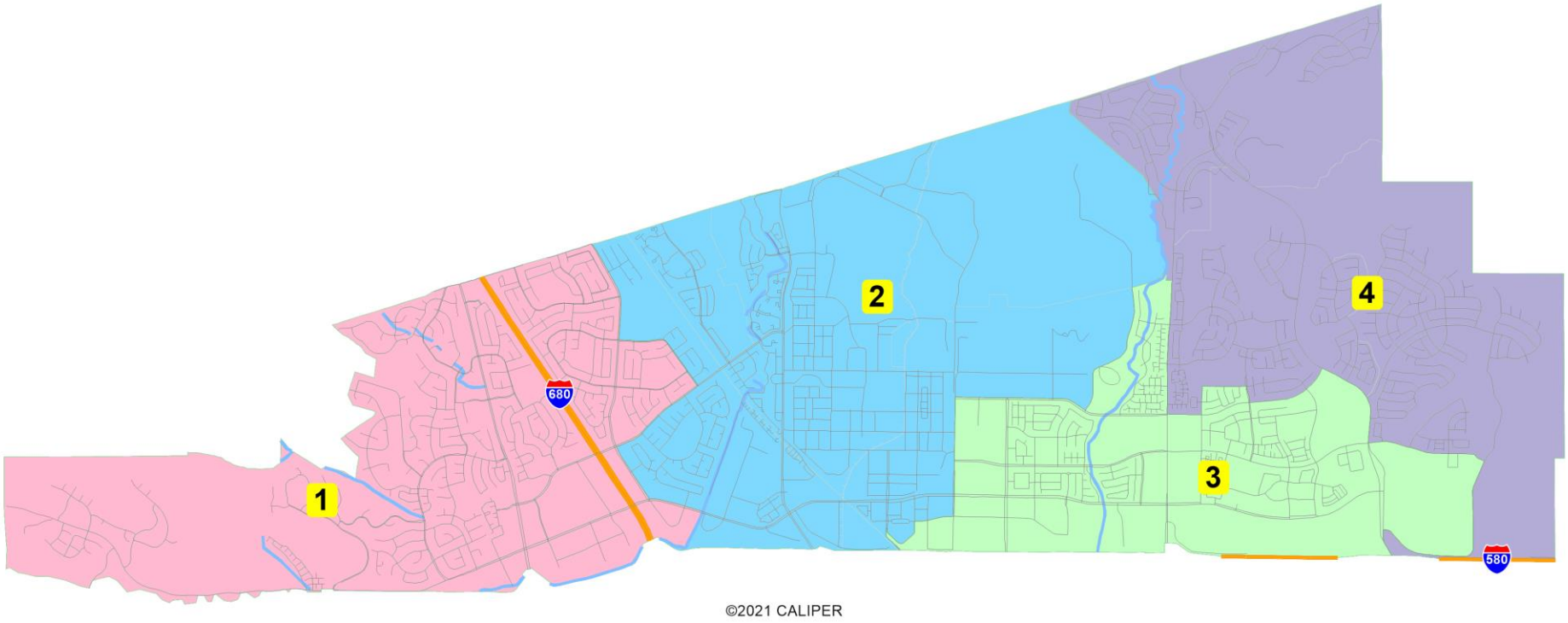
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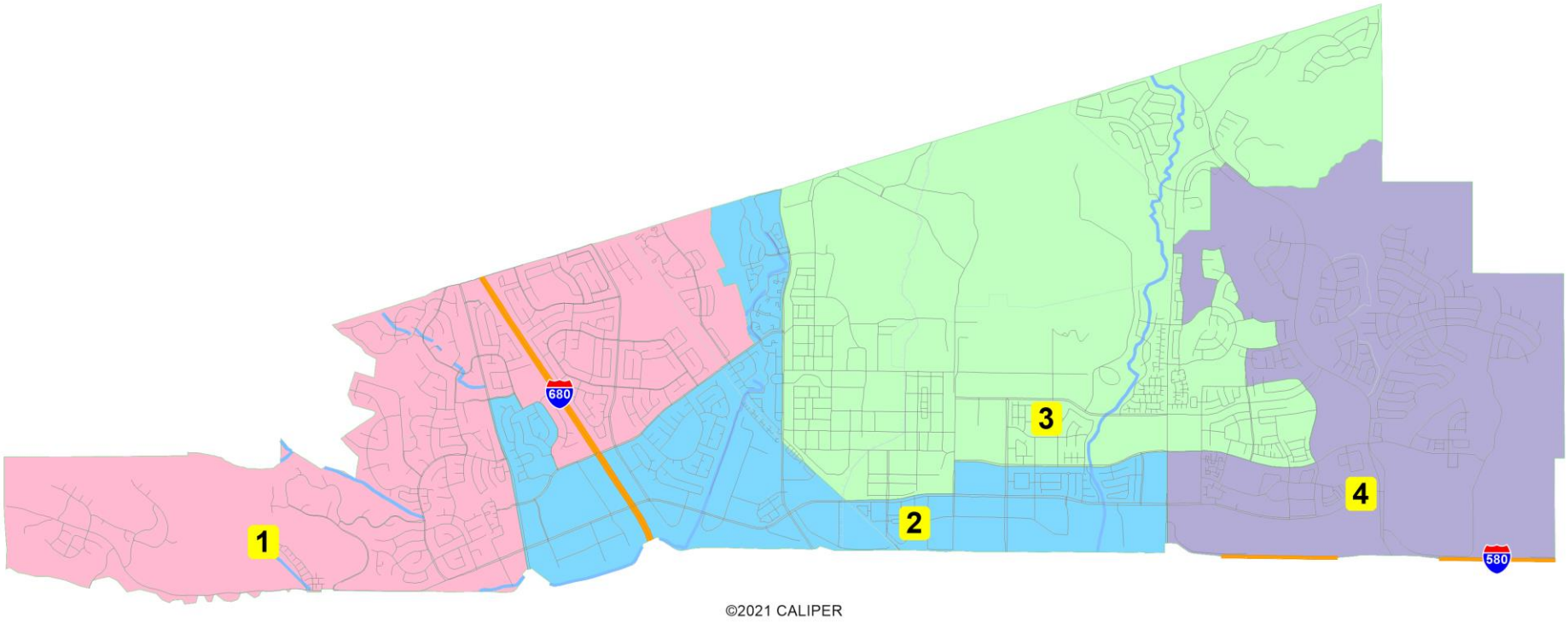
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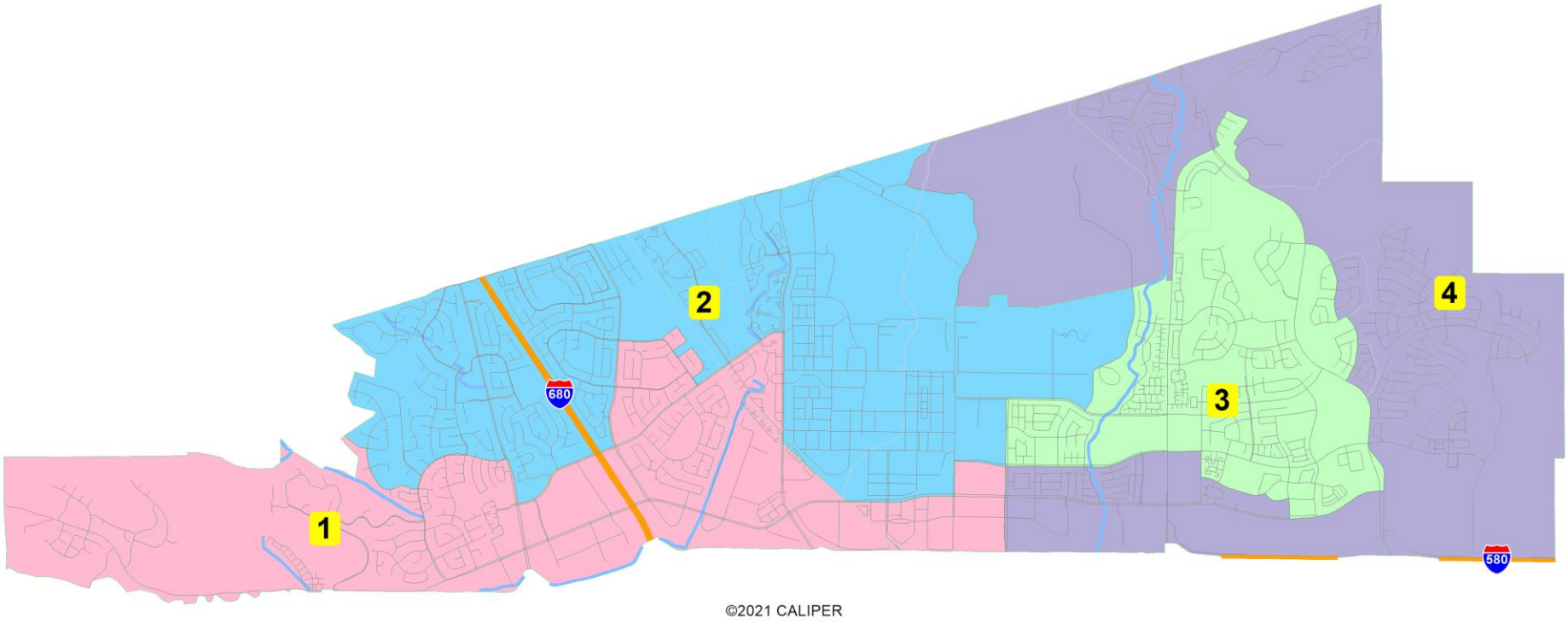
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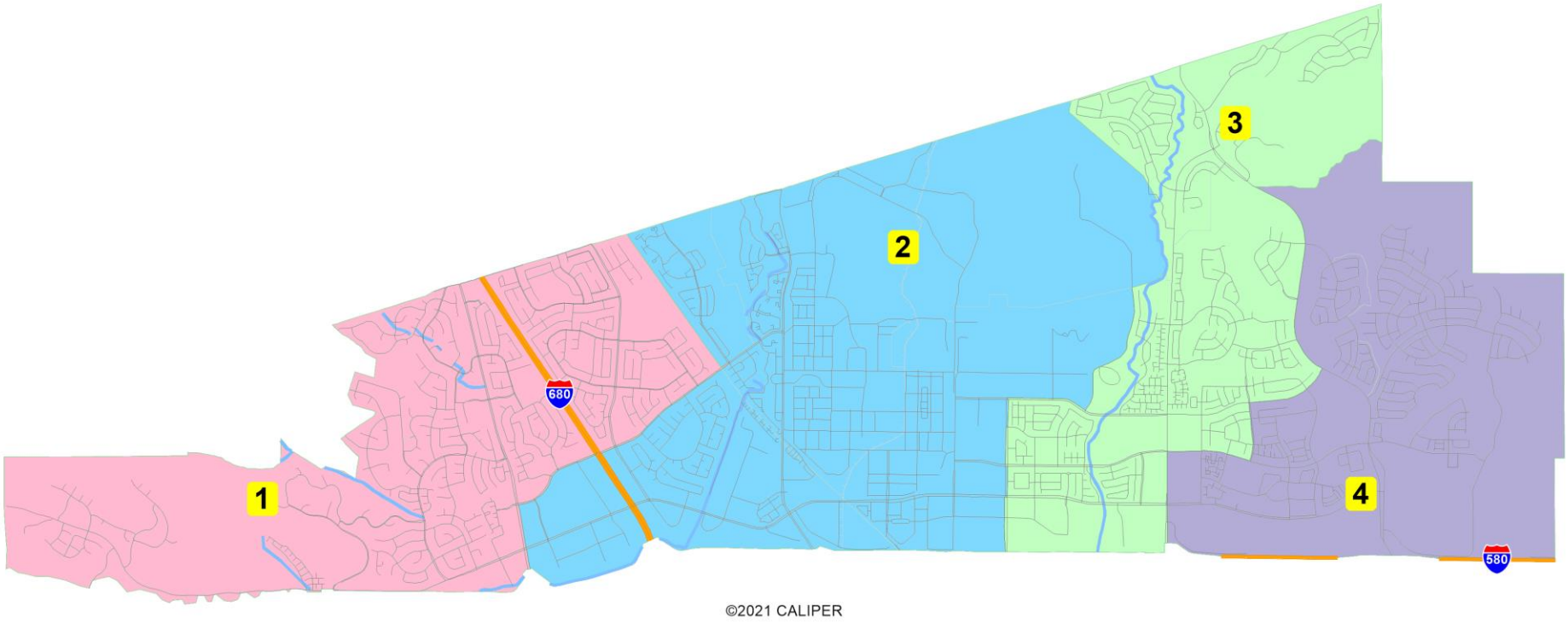
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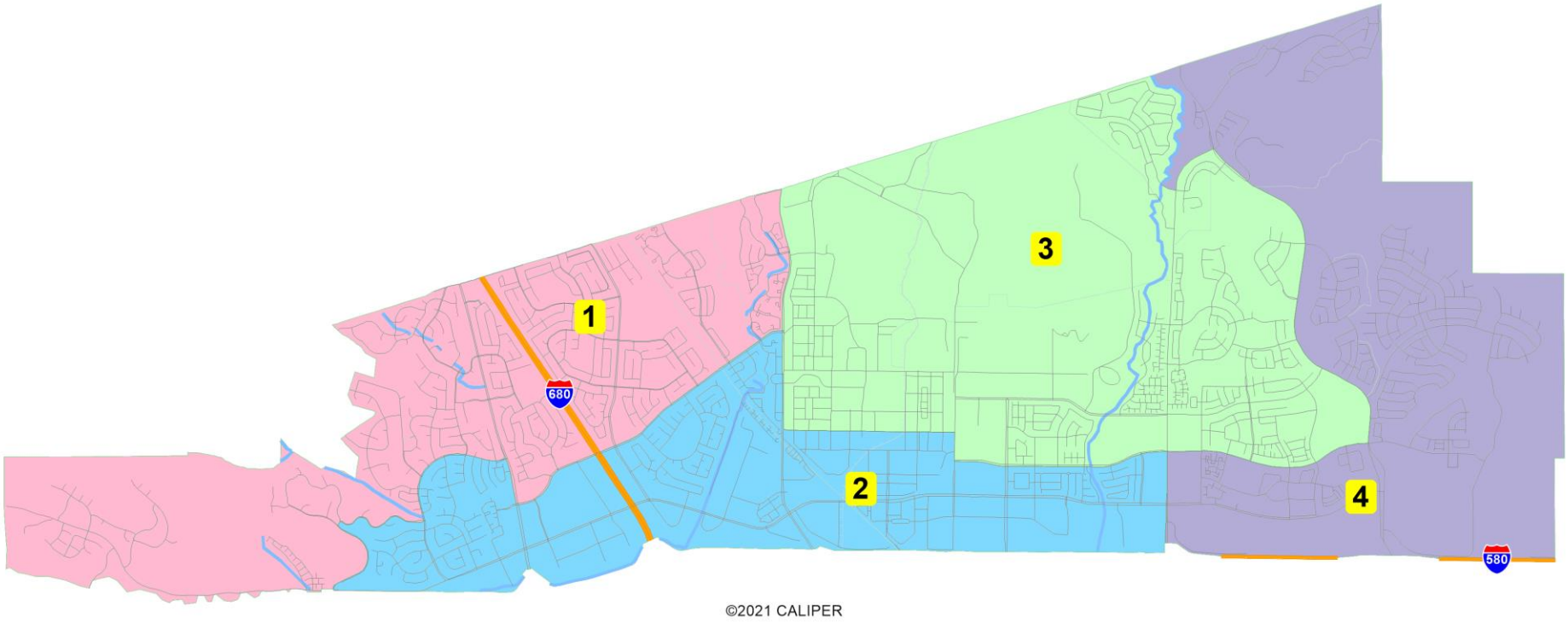
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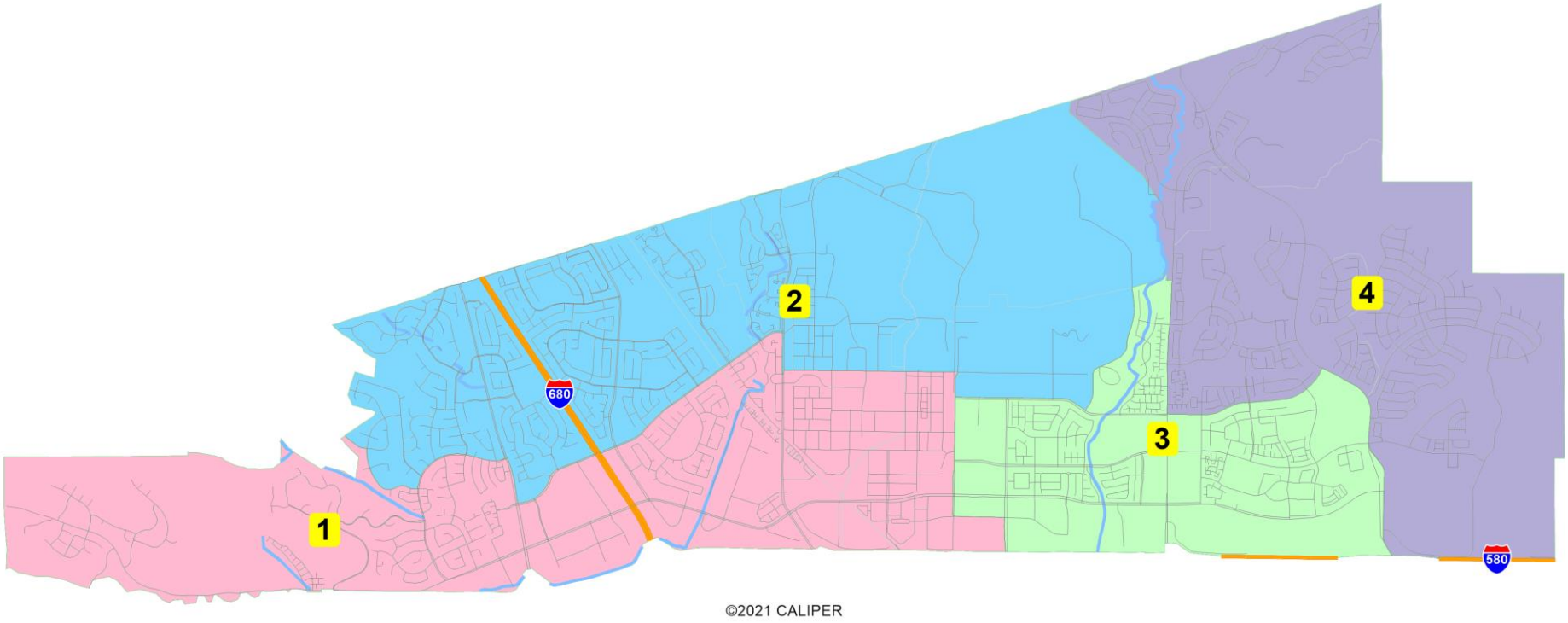
Green Map



Orange Map



Purple Map



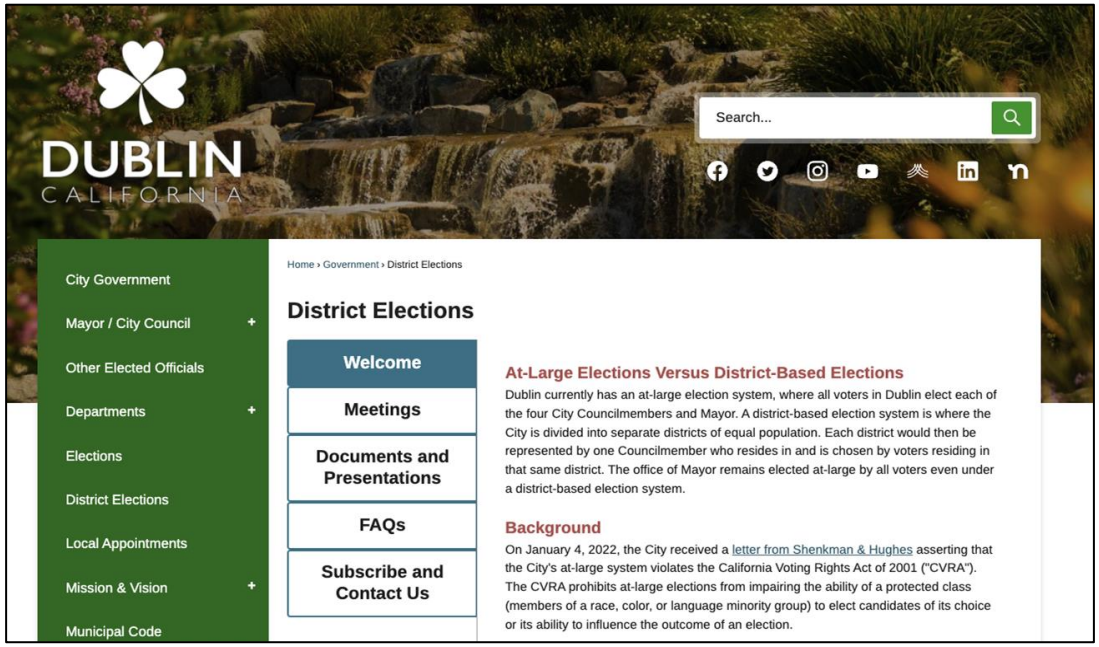
Discussion of Draft Maps

- Any questions about the maps or mapping tools?
- Which neighborhoods & communities of interest should be kept together and not divided? Any feedback on any other map features?
- Are there additional maps or revisions you'd like to see?

Staff Recommendation

- Receive the presentation
- Open the public hearing
- Receive public comment
- Provide direction to staff regarding preferred configurations and changes to draft maps
- Close the public hearing

For More Information…



Click "Subscribe" on Dublin.ca.gov/DublinDistricts to sign up for updates

Email: dublindistricts@dublin.ca.gov

June 21, 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 June 21, 2022, Regular City Council meeting agenda packet.

Item 6.4

From: Andrew Stershic
To: Marsha Moore
Subject: Re: June 21, 2022 Public Hearing - District Elections
Date: Monday, June 20, 2022 9:56:41 PM
Attachments: image001.png

Hello Marsha,

Thank you for reaching out! I will not be able to attend the city council meeting tomorrow to speak to my map submission. In lieu, I have prepared the following statement:

The guiding principles that went into this map (105) were (1) geographic compactness, (2) similar neighborhoods, and (3) balanced populations. As far as I could tell, I wasn't able to further subdivide regions in order to better balance population, but I strove to keep communities of interest -- likely grouped by development year and housing style -- together. Compactness dictated that all west of I-680 be kept together; District 3 contains primarily townhouses and apartments; District 4 is the newest single-family homes region.

To better balance the population, I would recommend shifting the neighborhood nearest Dublin HS to District 1, splitting District 3 north of Central Pkwy to District 4. I just wasn't able to fine tune using the tool.

Thanks for your consideration and the opportunity to contribute to this process!

Best,
Andrew Stershic, PhD PE

On Mon, Jun 20, 2022 at 11:59 AM Marsha Moore <Marsha.Moore@dublin.ca.gov> wrote:

> Good morning,
>
> You are receiving this email because you submitted a map to be considered at the June 21, 2022 Public Hearing on District Elections. The agenda and staff report for the Public Hearing can be found here: https://dublin.granicus.com/AgendaViewer.php?view_id=1&event_id=206
>
> While no new maps can be submitted for consideration at this meeting, the City encourages you to participate in the Public Hearing to provide a narrative behind the map you submitted. You can do that by attending the Public Hearing in person to make public comment, or submitting a Speaker Slip to make public comment via Zoom. The Speaker Slip will be available here https://dublin.ca.gov/ccmeetings at 10:00 a.m., June 21, 2022.
>
> If you are not able to attend the Public Hearing and would like to share comments about your map, please email dublindistricts@dublin.ca.gov to provide your comments. If you are emailing comments, please submit them by 2:00 p.m. tomorrow, June 21, 2022.

Please let me know if you have any questions.

Thank you.

Marsha Moore, MMC

City Clerk

City of Dublin

100 Civic Plaza, Dublin, CA 94568

(925) 833-6644 | (925) 833-6651 FAX

marsha.moore@dublin.ca.gov | www.dublin.ca.gov

Mission Statement: *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.*

--

Andrew Stershic, PhD PE

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.

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: **June 21, 2022**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Informational Report on Efforts to Facilitate Accessory Dwelling Unit Production
Prepared by: Michael P. Cass, Principal Planner

EXECUTIVE SUMMARY:

The City Council will receive an informational report on City efforts to facilitate the production of Accessory Dwelling Units, including preparation of permit-ready prototype plans and an Accessory Dwelling Unit Manual.

STAFF RECOMMENDATION:

Receive report.

FINANCIAL IMPACT:

The costs associated with preparation of the permit-ready prototype plans and Accessory Dwelling Unit Manual were funded by a Senate Bill 2 grant.

DESCRIPTION:

The City has taken a number of steps to facilitate and incentivize the production of Accessory Dwelling Units (ADUs). This includes the creation of a ADU webpage, permit-ready prototype plans, ADU Manual, and fee waivers, which are summarized below.

ADU Webpage
The City launched an ADU webpage as a one-stop-shop for information and resources to assist residents with building an ADU on their property. Two key features of the webpage include permit-ready prototype plans and an ADU Manual. This webpage also includes a summary of the City's efforts to incentivize ADUs, information on impact fee and permit fee waivers, and other resources.

Permit-Ready Prototype Plans

Staff worked with RRM Design Group, an architectural consulting firm, to prepare permit-ready prototype plans to help facilitate the construction of ADUs. Use of these prototype plans eliminates the cost and time for homeowners to prepare their own plans. These plans are estimated to save homeowners approximately $15,000 in architectural/design services, structural engineering services, and energy document preparation, as well as time.

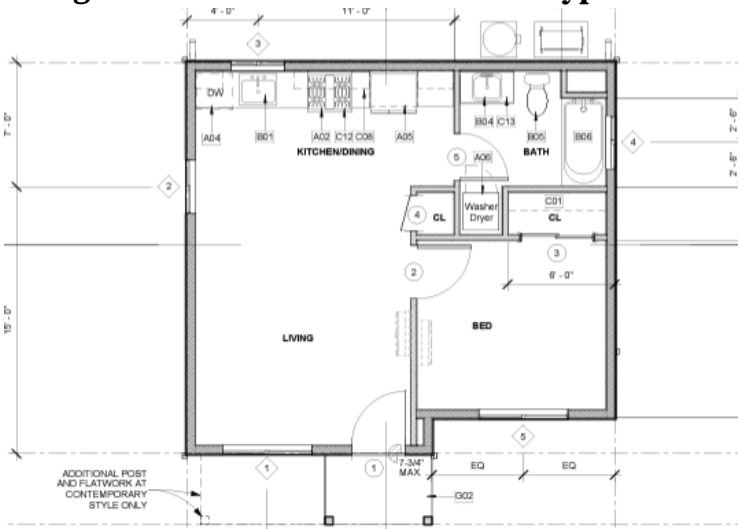
There are eight different plans, including five ADUs designed to be either attached to the primary residence or detached, and three plans for converting a garage to an ADU. The prototype plans include studio, one-bedroom, and two-bedroom ADUs that range in size from 224 to 909 square feet. The attached/detached ADUs are each available in three different architectural styles: Spanish, Traditional, and Modern. This gives homeowners options for choosing the style, color, and materials most compatible with the primary structure. To limit the construction costs of ADUs, the prototype plans are designed with a simple design. Figure 1 provides example renderings of an ADU in the three architectural styles.

Figure 1: Renderings of ADU Prototype No. 2



The permit-ready prototype plans include floor plans, elevations, electrical and plumbing plans, structural calculations, and preliminary energy calculations that have been reviewed for compliance with all required construction codes and will be provided by the City to homeowners at no charge. The homeowner is responsible for preparing site-specific plans, such as a site plan and geotechnical report. The prototype plans are also designed with some customizable features, such as selecting a window or door in a particular location. Figure 2 provides an example floor plan.

Figure 2: Floor Plan for ADU Prototype No. 4



To view the ADU prototype floor plans, elevations, and renderings, please click the links in Table 1 below:

Table 1: ADU Prototype Plans

Plan No.	Description and Link
1	Studio, 384 square feet, Attached or Detached
2	One Bedroom, 518 square feet, Attached or Detached
3	One Bedroom, 763 square feet, Attached or Detached
4	One Bedroom, 508 square feet, Attached or Detached
5	Two Bedrooms, 909 square feet, Attached or Detached
6	Studio, 224 square feet, One-Car Garage Conversion
7	One Bedroom, 428 square feet, Two-Car Garage Conversion
8	Two Bedroom, 649 square feet, Three-Car Garage Conversion

Accessory Dwelling Unit Manual

To help facilitate the construction of ADUs, Staff prepared an ADU Manual (Attachment 1), which is a how-to guide for ADUs. The ADU Manual is designed for homeowners who are not familiar with the development process or are looking for information about ADUs. Contents of the ADU Manual include: an explanation about ADUs, process timelines, design concepts, summary of building codes and zoning standards, cost considerations, the permitting process, definitions, and resources.

Fee Waivers to Facilitate ADUs

Per State law, effective January 1, 2020, through January 1, 2025, ADUs less than 750 square feet are not subject to impact fees and ADUs 750 square feet or larger are subject to impact fees proportional to the primary residence.

To further incentivize ADUs, the City waived permitting fees for building permits for ADUs applied for between January 1, 2022, and December 31, 2026. This fee waiver excludes State surcharges for SMIP and Green Building Fees, and Zone 7 fees, and does not apply to ADUs built to satisfy obligations under the Inclusionary Zoning Regulations. Permit fees are waived for ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed restricted as lower-income units for a period of 55 years. This results in a savings of approximately $2,500 to $6,000 depending on the valuation of the ADU.

Public Outreach

Staff is in the process of implementing a public awareness campaign to promote these tools and incentives outlined in this Staff Report to encourage the construction of ADUs. The public awareness campaign is being promoted using social media, the City's website, newsletters, push notifications, and e-mail.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Create more affordable housing opportunities.
Objective C: Facilitate the production of accessory dwelling units throughout the community.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

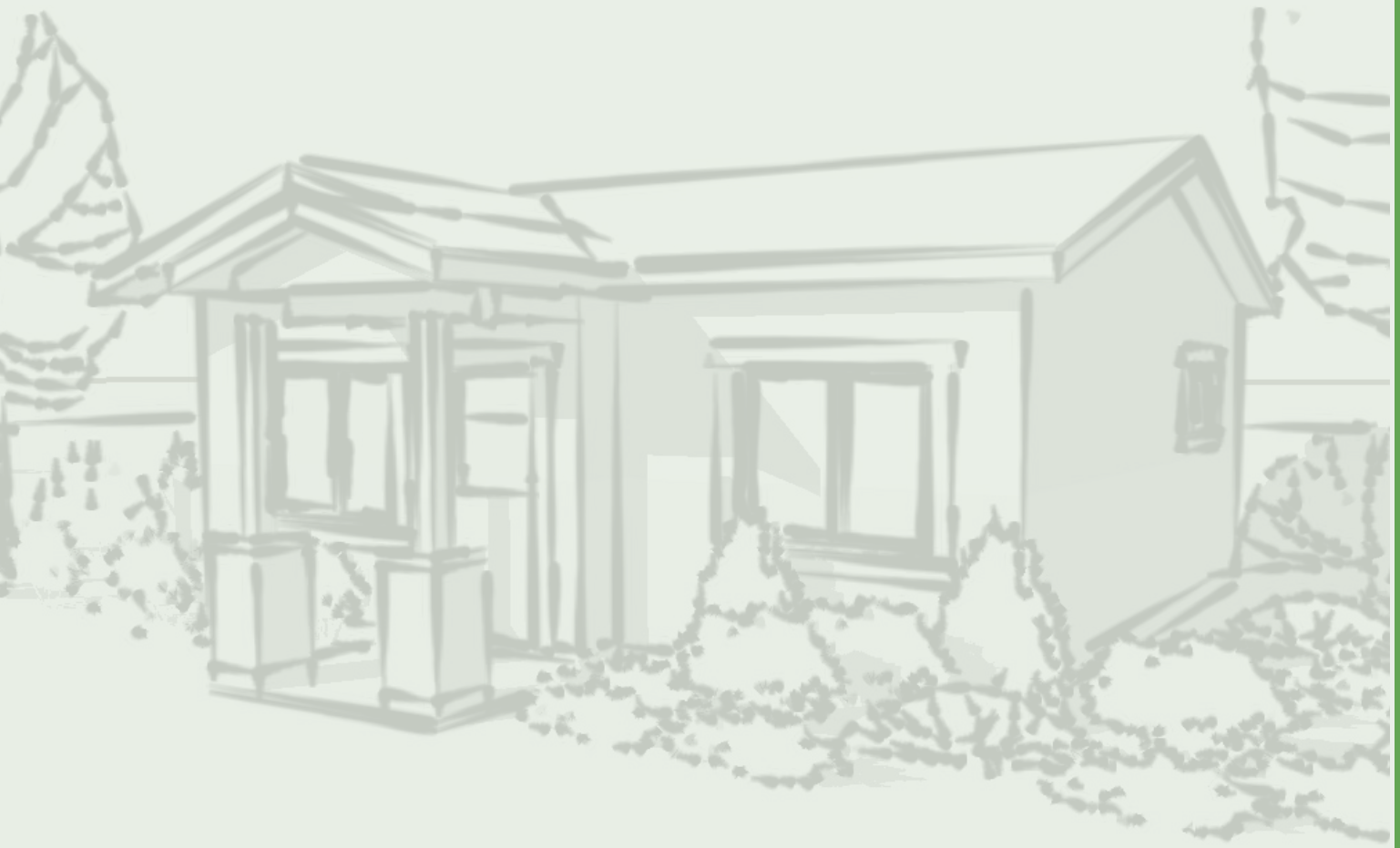
ATTACHMENTS:

1) ADU Manual

Attachment 1

ACCESSORY DWELLING UNIT MANUAL

DUBLIN
CALIFORNIA



STEP-BY-STEP GUIDE TO CONSTRUCTING ACCESSORY DWELLING UNITS

APRIL 29, 2022

742

DUBLIN
CALIFORNIA

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ACKNOWLEDGMENTS

CITY COUNCIL

Melissa Hernandez - Mayor
Jean Josey - Vice Mayor
Shawn Kumagai
Sherry Hu
Michael McCorriston

PLANNING COMMISSION

Dawn Benson
Catheryn Grier
Kashef Qaadri
Janine Thalblum
Renata Tyler
Stephen Wright

CITY STAFF

Jeff Baker - Community Development Director
Kristie Wheeler - Assistant Community Development Director
Michael P. Cass – Principal Planner

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rrm design group

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CHAPTER 1:
WHERE TO START

DUBLIN
CALIFORNIA

1 CHAPTER 1: WHERE TO START

INTRODUCTION AND PURPOSE

The City of Dublin is dedicated to promoting the development of Accessory Dwelling Units (ADUs) to increase the availability of affordable housing choices within the community. This Manual has been developed to assist homeowners with the process of developing an ADU. This includes information about ADU design, construction, and permitting, as well as resources to assist with creating an ADU in one easy to use location.

The City has developed a range of permit ready ADU prototype plans to save the property owner money, expedite the permit process, and result in well-designed ADUs. To view the prototype plans, please refer to the link in Chapter 4 or contact the Planning Division. A property owner may also chose to construct a pre-fabricated ADU or design a custom unit.

There are many possible options for ADU design, and this Manual is intended to help property owners explore the possibility of adding an ADU or JADU to their lot and guide property owners through the process.

If you have any questions regarding ADU requirements, contact the Planning Division at (925) 833-6610 or visit the ADU webpage at https://dublin.ca.gov/2428/

HOW TO USE THIS MANUAL

This Manual is organized in the following chapters: Where to Start, Design Considerations, ADU Concepts and Types, Implementation, and Glossary and Resources.

Begin by reviewing this Manual and determine the following:

- Can I add an ADU or JADU to my lot?
- Where can I construct an ADU or JADU?
- What can my ADU look like?
- What is the process to build an ADU?

WHAT IS AN ADU?

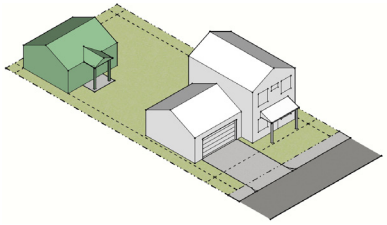
An Accessory Dwelling Unit, or ADU, is a residential unit that provides independent living facilities for one or more persons and includes separate kitchen, sleeping, and bathroom facilities. An ADU may be a part of, attached to, or detached from a single-family, two-family, or multi-family residence and is subordinate to the principal residence. Historically, ADUs have been called "Granny units," "Second Units," or "Guest Homes."

WHAT IS A JADU?

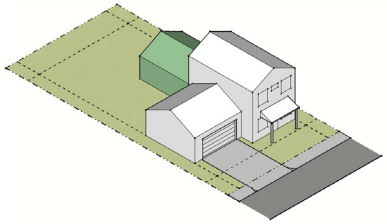
A Junior Accessory Dwelling Unit, or JADU, is a residential unit that is contained entirely within a principal residence, such as a bedroom or garage. A JADU includes a small efficiency kitchen with a sink, and a separate entrance from the main entry of the principal residence. JADUs may share an existing bathroom and central systems, and do not require fire separation.

EXAMPLES OF ADU CONFIGURATIONS

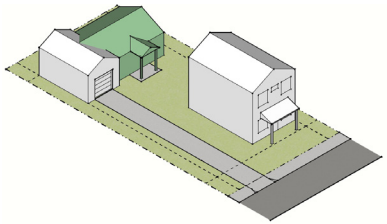
A. Add a detached ADU to your lot



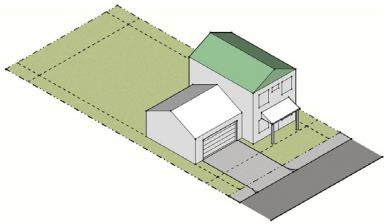
B. Add an attached ADU to your principal residence



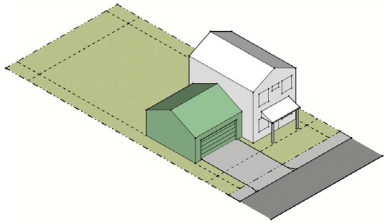
C. Add an attached ADU to your detached garage



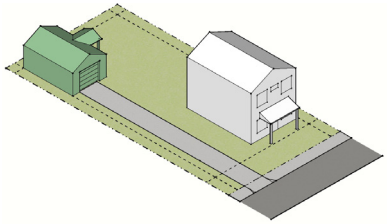
D. Convert part of your existing principal residence to an ADU or JADU



E. Convert your existing attached garage to an ADU or JADU



F. Convert your existing detached garage to an ADU





"green" building represents potential ADU and JADU locations

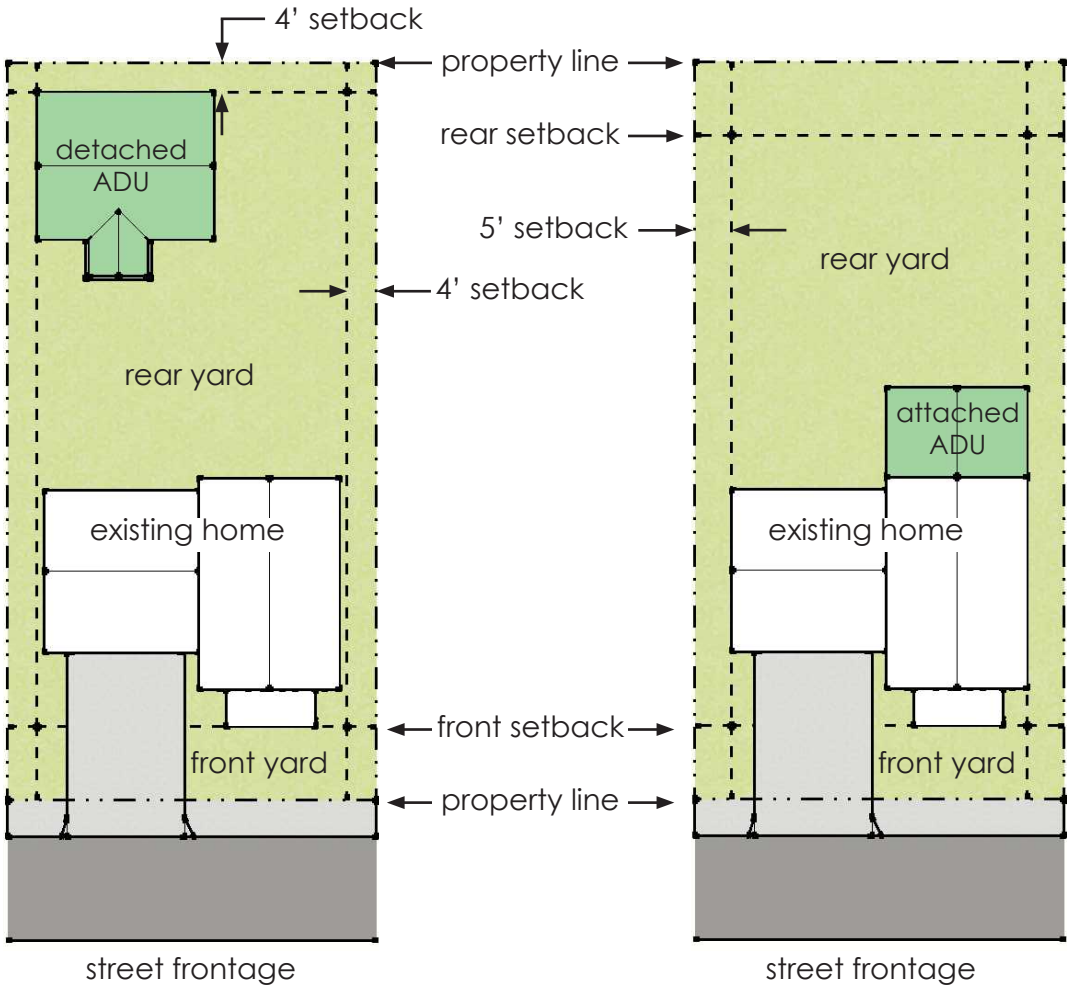


"white" building represents existing principal residence

ADU CONSIDERATIONS FOR TYPICAL RESIDENTIAL PROPERTIES

ADUs are permitted on lots with a single-family or multi-family dwelling unit. Below are examples of typical residential lots with either a detached or an attached ADU.

Important considerations when locating an ADU include required setbacks, street frontage, yard space, and lot coverage. Additionally, attempt to maintain existing healthy and established trees if possible.



RECOMMENDATIONS FOR ADU DESIGN

- Research existing easements and utilities on your lot.
- Consider placing your ADU where there is easy access to utilities to avoid digging long trenches.
- Engage a civil engineer to assist with utility connections.
- Obtain a geotechnical report to understand the soil conditions on your lot.

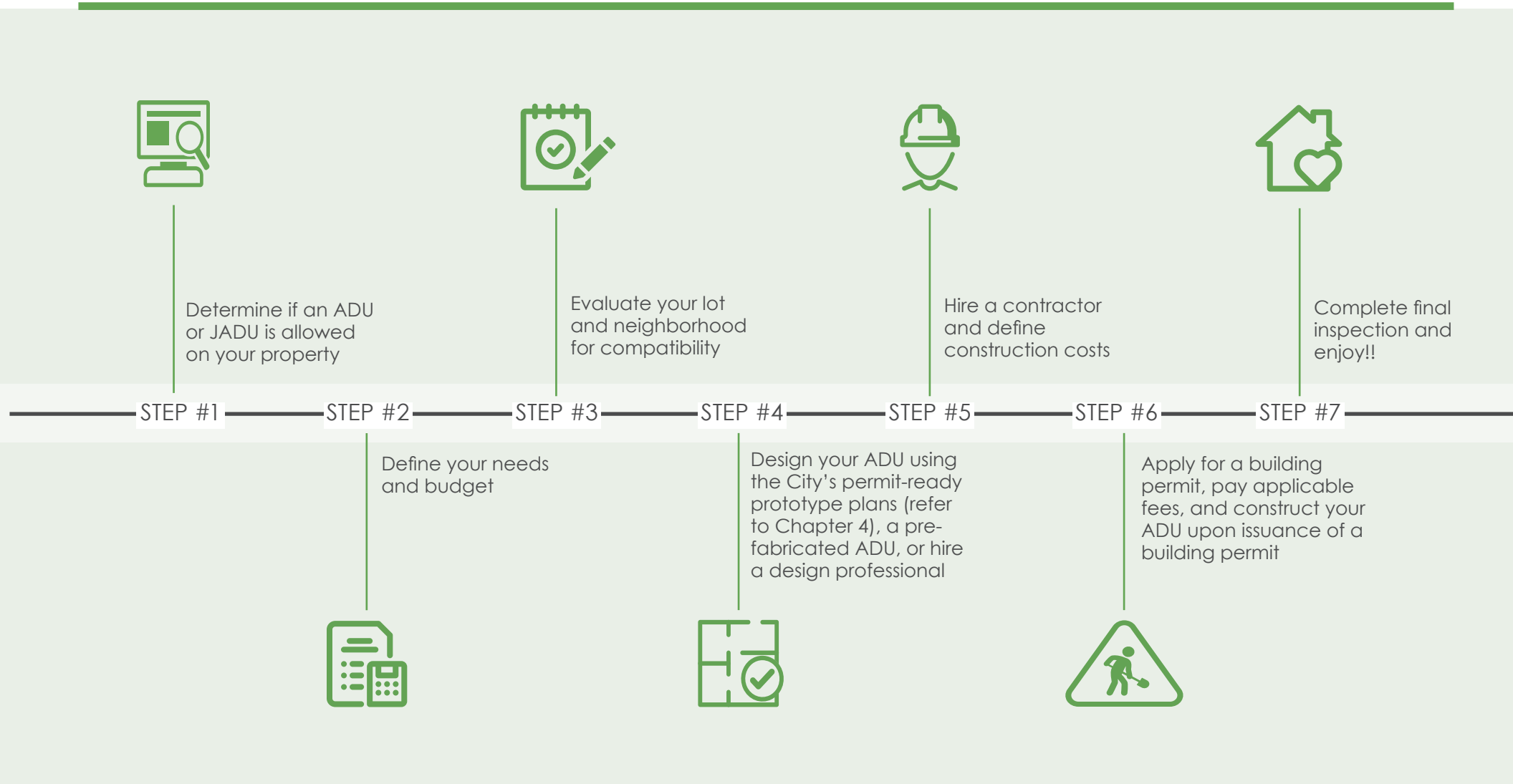
TIPS FOR SELECTING A DESIGN PROFESSIONAL OR CONTRTACTOR

When selecting an architect/ designer or contractor, consider the following:

- Verify the professional is licensed, bonded, and insured
- Ask for references with similar ADU and JADU projects

When selecting a contractor, consider obtaining three or more bids.

ADU PROCESS



Consult with the Planning Division if you have questions about completing these steps. Refer to Chapter 5 for a list of City contacts.

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CALIFORNIA

CHAPTER 2:
DESIGN CONSIDERATIONS

COMPATIBILITY AND NEIGHBORHOOD CHARACTER

ADUs provide a number of benefits, such as including additional housing choices and affordable rental housing.

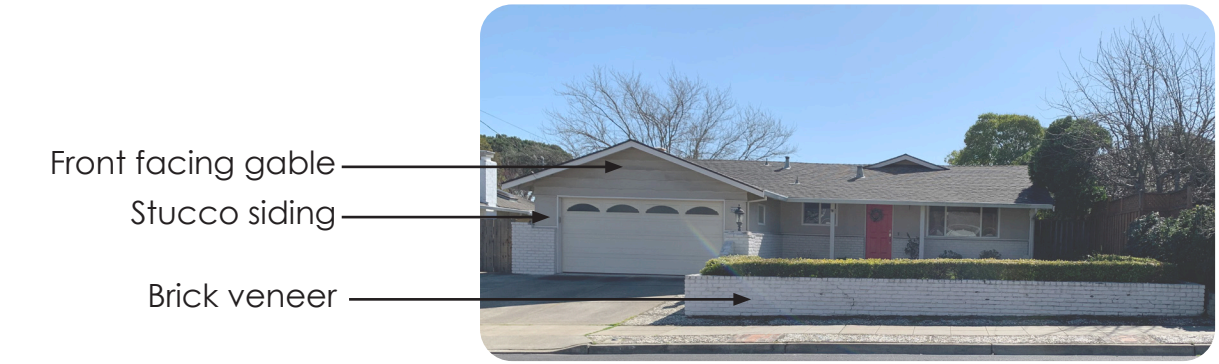
One key consideration when designing an ADU is to incorporate design elements and architectural features from the principal residence into the ADU.

It is important to maintain neighborhood character and be compatible with surrounding development. See examples of design elements to the right and on the following page, and look for opportunities to integrate these elements into your ADU design.

Communities with HOAs
If your property is within a Home Owners Association (HOA), make sure to work with the HOA and review the HOA guidelines for design standards that may affect your specific community.

Examples of Design Elements







ARCHITECTURAL CONSISTENCY

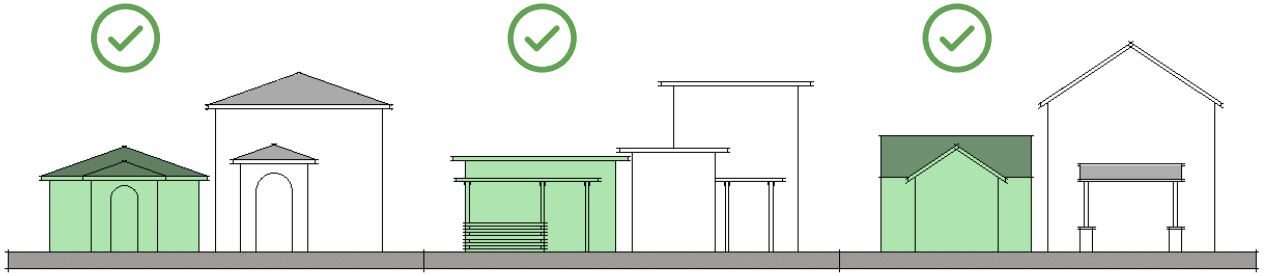
What are elements that help define compatibility?

- Architectural style and details
- Roof style, pitch, and material
- Number of stories
- Building massing
- Distance between adjacent residences
- Setback and yard areas
- Building colors and materials
- Light fixtures
- Entry feature design and location
- Window placement and detailing

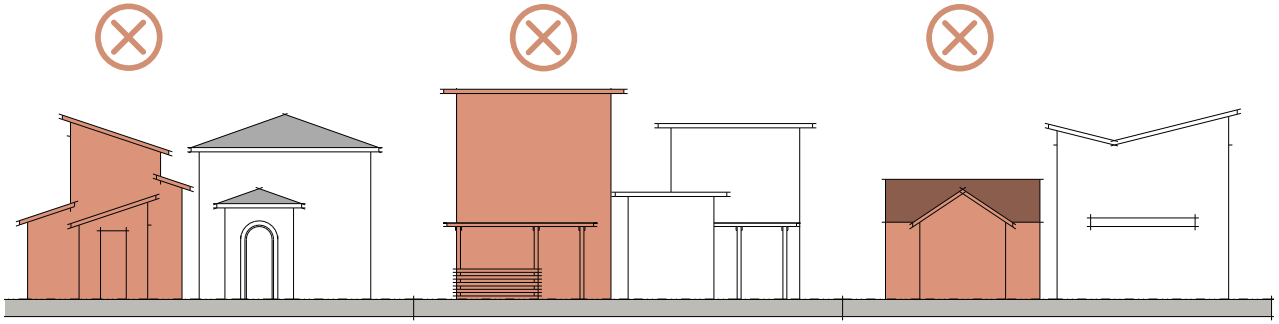
How can you maintain privacy for yourself and your neighbors?

Be a good neighbor by discussing your project with adjacent property owners to understand their concerns and design your ADU to reduce visual and privacy impacts. For example:

- Locate windows to not overlook adjacent yards or into adjacent residences
- Orient frequently used portions of the ADU away from adjacent property
- Provide landscape screening
- Shield parking and above ground utilities from view



GOOD: consistent roof slope, massing, entry feature, and architectural style.



BAD: different roof slope, massing, entry feature, and architectural style.

DESIGN CONCEPTS

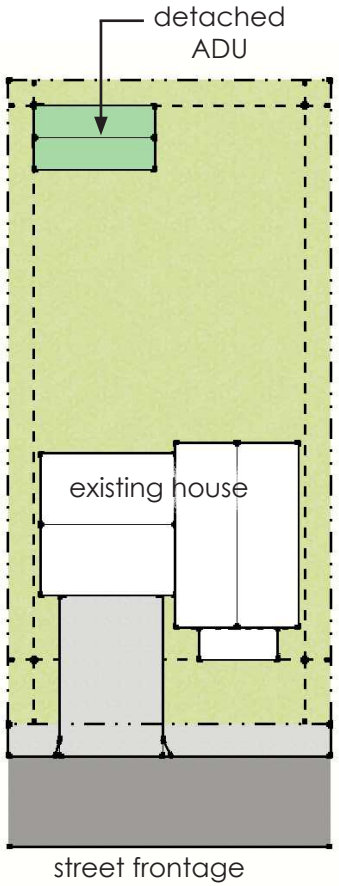
ADUs come in a variety of shapes and sizes and can be:

- Detached
- Attached
- Conversion of an existing space
- Minimum 150 SF
- Maximum 1,200 SF (ADU)/ 500 SF (JADU)

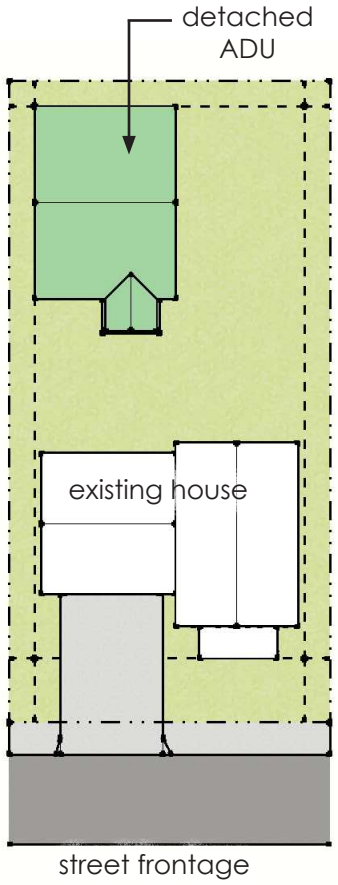
One of the first considerations with your ADU design will be to think about **who will live there**, and **how it will be used**.

- Different users have different needs when it comes to living space, accessibility, privacy, connectivity, and storage
- Note that short term rentals (30 days or less) are not allowed

To streamline the process and help reduce costs for the property owner, the City has created permit-ready prototype plans. See Cost Saving Opportunities in Chapter 4 for more additional information.



150 Square Foot ADU Design - Studio



1,200 Square Foot ADU Design - 2 Bedroom

ZONING ORDINANCE REQUIREMENTS

ADUs and JADUs are subject to ministerial approval if they comply with the requirements contained in Dublin Municipal Code (DMC) summarized below and on the following page. Links to the DMC sections referenced in this table are provided within Chapter 5 of this Manual. Please refer to **DMC Chapter 8.80** for the complete list of ADU regulations.

ISSUE/QUESTION	STANDARD
Which Zones Allow ADUs?	ADUs and JADUs are permitted in all Residential zoning districts and Planned Development zoning districts that permit residential development, including: A, R-1, R-2, R-M, and PD. ADUs are also permitted in the C-1 zoning district.
Is Design Review Required?	Discretionary design review is not required. ADUs are subject to ministerial building permit review process.
Ownership	ADUs: Owner-occupancy of the principal residence and/ or ADU is not required. JADUs: Owner-occupancy of the principal residence is required. ADUs and JADUs may not be sold or otherwise conveyed separately from the lot or principal residence.
Short-Term Rentals	ADUs and JADUs may not be rented for terms of 30 days or less.
Setbacks	ADUs are not permitted within the front setback. Newly constructed attached and detached ADUs must be a minimum of four feet from any side and rear property lines. Conversions of existing spaces and garages do not have setback requirements, as long as the original space is legally permitted.
Building Separation	If the ADU is detached from the principal residence, the distance between the structures must comply with **DMC Chapter 7.34.**
Number of Units/ Density: Single-Family Residence	A maximum of one ADU and one JADU are allowed per property, except no ADU or JADU is permitted on a lot created by an Urban Lot Split created in accordance with **DMC Chapters 8.81 and 9.54** involving a previously vacant parcel. The JADU may be in addition to a detached ADU.
Number of Units/ Density: Multi-Family Residence	1) A maximum of two detached new ADUs per property, or 2) The maximum number of ADUs within multi-family zoning districts may not exceed 25% of the number of legally established dwelling units within the structure.

ZONING ORDINANCE REQUIREMENTS

ISSUE/QUESTION	STANDARD
Lot Size/ Coverage	Single-family and multi-family residential parcels are not subject to a minimum lot size for ADU projects. The principal residence and ADU combined shall not cover more tan 60% of the lot. For lot coverage requirements, refer to Chapter 4 of this Manual.
Size per Unit: **ADU and JADU Size**	ADUs: 150 SF to 1,200 SF* JADUs: 150 SF to 500 SF** * Attached ADUs may not exceed 50% of the existing principal residence ** Excluding any shared sanitation facility within the principal residence
Building Height	The maximum height of a detached ADU may not exceed 16 feet. The maximum height for an attached ADU must conform to the height requirements of the zoning district where the lot is located.
Balconies and Decks	ADUs may not have balconies on an elevation directly facing the side lot line. Allowed balconies must be located a minimum of 10 feet from side and rear property lines. ADUs may not contain any rooftop terraces or roof top decks.
Design Compatibility	ADUs must incorporate the same or similar design features, building materials, colors, and landscaping as the principal residence.
Allowed Number of Bedrooms	There is no maximum number of bedrooms allowed in an ADU, as long as the ADU complies with maximum ADU size requirements and minimum bedroom sizes per the California Building Code (CBC).
Windows, Doors and Egress	Emergency egress must be provided from all habitable spaces as defined per the CBC. Egress windows and doors must be operable and meet the size requirements per the CBC.
Fire Sprinklers	Fire sprinklers are not required in an ADU or JADU unless they are required for the principal residence.

PARKING REQUIREMENTS

An ADU must be provided with one off-street parking space per unit or per bedroom, whichever is less, with exceptions provided in the box to the right. Studio ADUs do not require parking. Parking can be either covered or uncovered, and may be in a tandem configuration and otherwise comply with the requirements of DMC Chapter 8.76. No parking is required for JADUs. However, if parking is provided, the parking space must comply with the requirements of DMC Chapter 8.76, except that the space may be compact or uncovered, and may be in tandem with the required parking of the principal residence.

Conversion of an Existing Structure

Properties which convert an existing structure or garage into an ADU or JADU are not required to replace parking.

Bicycle Parking

Bicycle parking is not required to be provided for the construction of an ADU or JADU.

Displaced Parking (if Applicable)

Any existing required parking that is displaced in order to accommodate a new ADU must be replaced on the project site, except as described on this page.

EXCEPTIONS TO ADU PARKING REQUIREMENTS

No off-street parking is required for an ADU when one or more of the following is met:

1. The ADU is located within one-half mile walking distance of a public transit stop.

2. The ADU is located within an architecturally and historically significant historic structure.

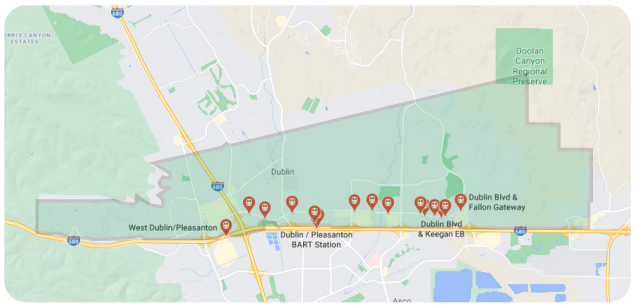
3. The ADU is within the proposed or existing residence or accessory structure.

4. When on-street parking permits are required, but not offered to the occupant of the ADU.

5. When there is a car share vehicle located within one block of the ADU.



Uncovered ADU parking may share an existing driveway, **9 foot by 18 foot** minimum size. ADU parking may share an enclosed garage, **10 foot by 20 foot** minimum size.



Research transit stops and determine distance to your property. **BART** (https://www.bart.gov/stations/dubl), and **Livermore Amador Valley Transit Authority** (https://www.wheelsbus.com/routes-and-schedules/)

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CHAPTER 3:
ADU CONCEPTS AND TYPES

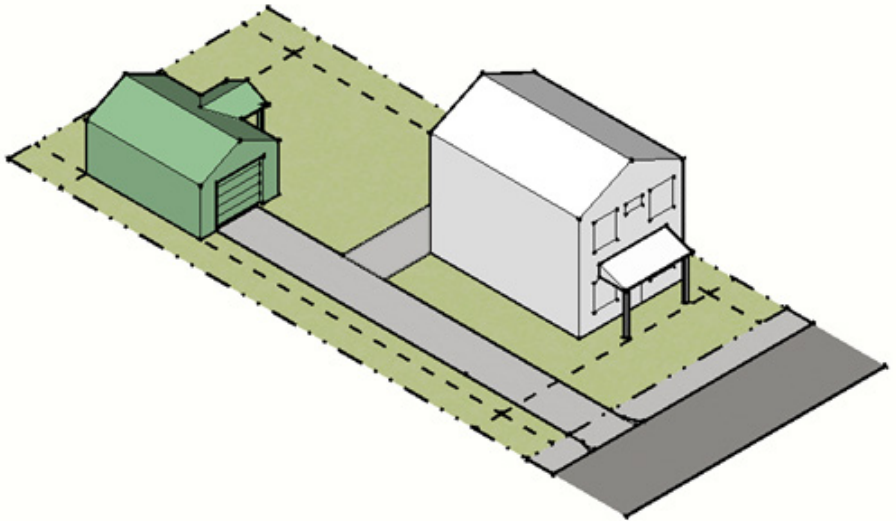
3 CHAPTER 3: ADU CONCEPTS AND TYPES

This chapter includes examples of the varying types of ADUs and notable development requirements.

GARAGE CONVERSIONS: FREESTANDING

Requirements for this alternative include:

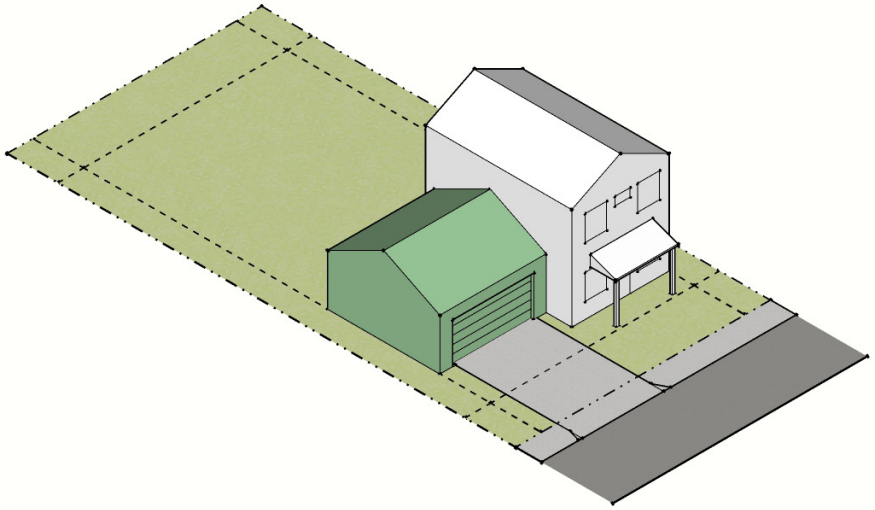
- Must keep the existing garage door.
- Can keep all existing siding, roof, and structure unless required to update for conformance with the California Building Code.
- Setback requirements are grandfathered when the ADU is contained within an existing structure. Setback requirements do apply if expanding a structure.



GARAGE CONVERSIONS: ATTACHED

Requirements for this alternative include:

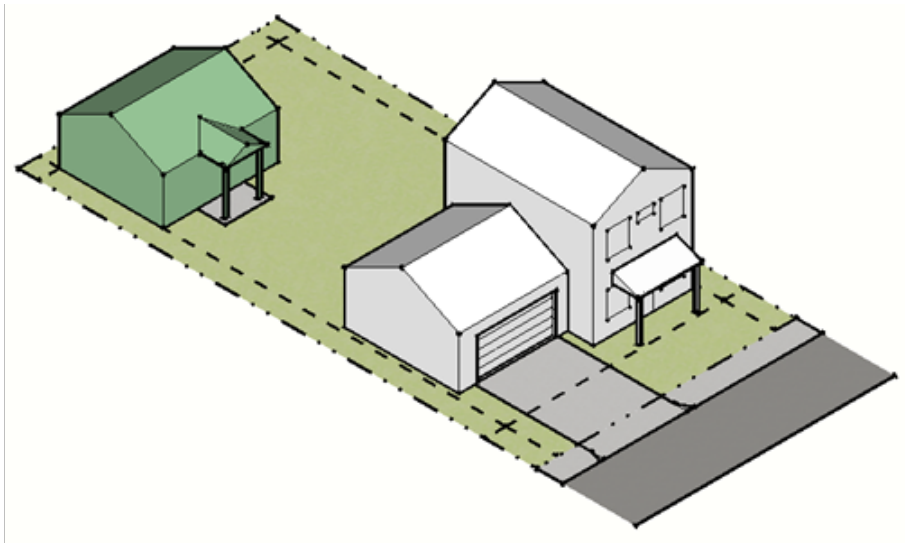
- Must keep the existing garage door.
- Must provide fire separation between principal residence and ADU.
- Can keep all existing siding, roof, and structure unless required to update for conformance with the California Building Code.
- Setback requirements are grandfathered when the ADU is contained within an existing structure. Setback requirements do apply if expanding a structure.



DETACHED ADU

Requirements for this alternative include:

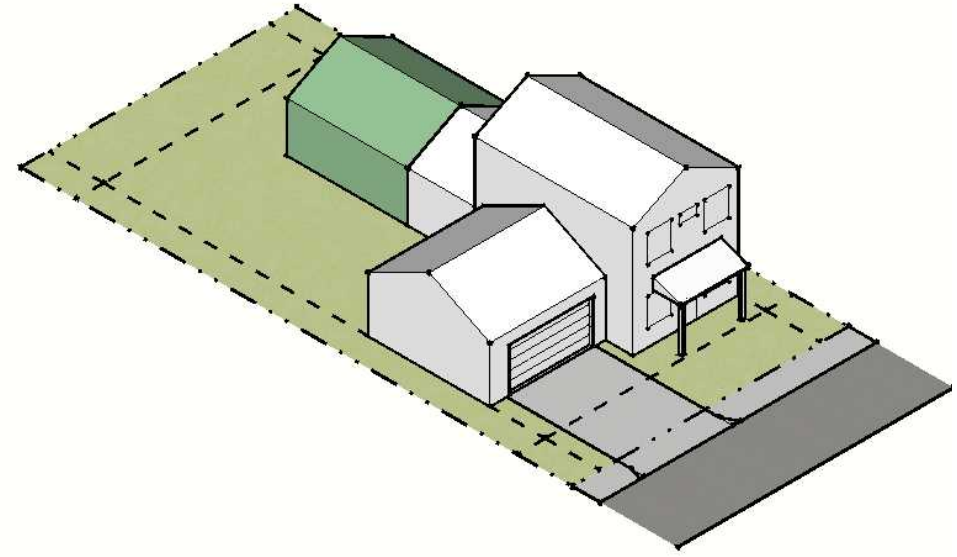
- New construction must comply with four-foot side and rear yard setback requirements and 16-foot height limitations.
- Entry porches cannot face side yards.
- Separation between the principal residence and ADU are determined by DMC Chapter 7.34.



ATTACHED ADU

Requirements for this alternative include:

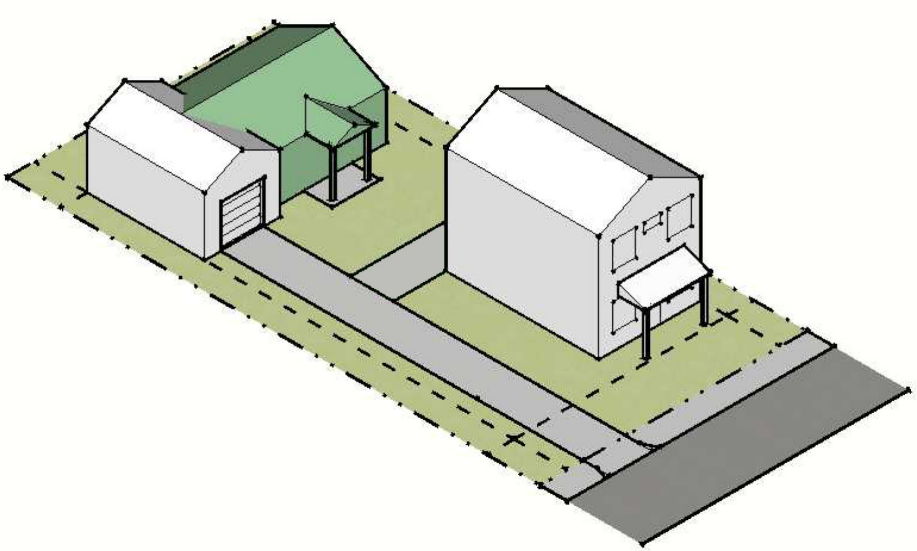
- New construction must comply with four-foot side and yard setback requirements and height limits of zoning district where the lot is located.
- Fire separation requirements may be required between principal residence and ADU.



ADU ADDITION TO GARAGE

Requirements for this alternative include:

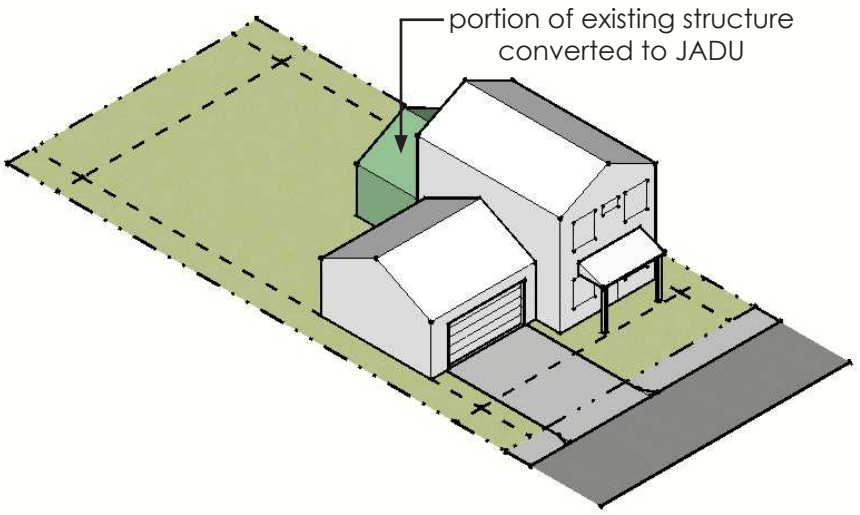
- New construction must comply with four-foot side and rear yard setback requirements and height limits of zoning district where the lot is located.
- Fire separation between garage and ADU is required.



JADU

Requirements for this alternative include:

- Must be built within the walls of an existing structure.
- Must have a separate entrance from the principal residence.
- May share an existing bathroom with the principal residence.
- May include a small efficiency kitchen with a sink.
- Setback requirements are grandfathered in when the JADU is contained within an existing structure.



CHAPTER 4:
IMPLEMENTATION

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CALIFORNIA

4 CHAPTER 4: IMPLEMENTATION

FINANCING - WHERE TO START

An ADU can require a large upfront investment, and financing will be an important consideration. Local financial institutions offer a range of ways to finance an ADU. If you have owned your property for several years or more, you may be able to leverage your own property's value to finance an ADU.

Talk to a finance professional to see if one of these options may work for you:

- Loan (Renovation, Construction, or Non-Secured)
- Cash-Out Refinance
- Cash savings or other Liquid Assets
- Home Equity Line of Credit (HELOC)

Refer to Chapter 5 of this Manual for a list of financing resources.

COST CONSIDERATIONS

A complete understanding of the project cost is an important part of your project's success. There are two main types of construction costs: soft costs and hard costs.

Soft Costs may include:

- Financing and interest
- Architectural/design services
- Structural engineering services
- Soils engineering services and reports
- Energy documents
- Permitting and impact fees
- Utility connection

Hard Costs may include:

- Demolition
- Site preparation
- Materials
- Construction/ labor
- Landscaping

Potential cost savings of constructing an ADU or JADU within an **existing structure** include:

- Use of the existing roof, structure, windows, and siding
- Reduced or eliminated impact fees
- No soils report required
- Utilities may be easier to connect to the existing structure

Potential cost implications of constructing an ADU within a new **detached structure** include:

- The entire structure has to be built, including foundation, structure, siding, roof, and windows
- Added square footage may increase property value and earning potential
- Impact fees are required for ADUs that are 750 SF or greater in size
- Permitting fees are required for ADUs 750 SF or greater in size, except if they are deed restricted as lower-income units for a period of 55 years
- Utility connections may require trenching and upgrades
- Soils engineering services are required
- Civil engineering and landscaping may be required

COST SAVING OPPORTUNITIES

Prototype Plans

The City has prepared permit-ready ADU prototype plans. These include ADUs designed to be either attached or detached, and plans for converting a garage to an ADU.

The prototype plans include studios, one-bedroom, and two-bedroom ADUs that range in size from 224 to 909 square feet.

The ADU prototypes are available in three different architectural styles: Spanish, Traditional, and Modern; however, the exterior colors, materials, and architectural style of ADUs will be required to match the principal residence. The ADU prototype plans are designed with some ability for customization, such as selecting a window or door in a particular location.

The prototype plans are available on the City's Planning Division webpage at: https://dublin.ca.gov/116/Planning.

By using one of the prototype ADU plans, you can save on the following soft costs:

- **Architectural design services**
- **Structural engineering services**
- **Energy documents**
- **Plan submittal preparation time**

The City will provide homeowners, free of charge, with floor plans, elevations, electrical and plumbing plans, structural calculations, and preliminary energy calculations. These plans have been reviewed for compliance with all required building codes.

The homeowner is responsible for preparing a site plan and hiring a geotechnical engineer to prepare a geotechnical report. The property owner may prepare the site plan using the aerial imagery of their lot from sources like the City's GIS Portal (https://dublin.ca.gov/93/Maps-Property-Reports) or hire a design professional to help them.

Permit Fee Waiver

Effective January 1, 2022, through December 31, 2026, ADUs less than 750 square feet and ADUs 750 square feet or larger that are deed restricted as lower-income units for a period of 55 years are not subject to certain City permit fees. Refer to the City's Master Fee Schedule and Chapter 5 of this Manual for additional information.

Impact Fee Waiver and Reduction

Effective January 1, 2020, through January 1, 2025, ADUs less than 750 square feet are not subject to impact fees. ADUs 750 square feet or larger are subject to impact fees that are proportional in relation to square footage of the principal residence, or based on the impact fee per ADU, whichever is less.

Water Meters

Dublin San Ramon Service District (DSRSD) does not require a separate water meter for ADUs, saving both time, money, and permit fees. Refer to dsrsd.com for additional water meter and utility information.

PERMITTING

Permitting Procedures

A building permit application for an ADU or JADU must be submitted to the Building and Safety Division of the Community Development Department.

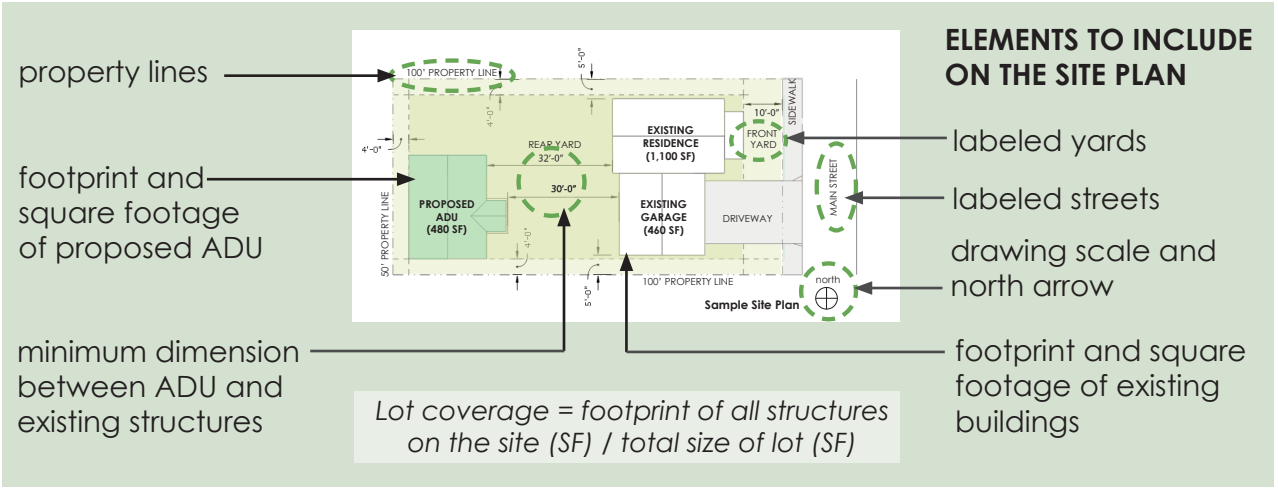
If there is an existing principal residence on the lot, an application for an ADU or JADU will be subject to ministerial building permit review.

Can I receive a building permit for an ADU and principal residence at the same time?

If an application for an ADU or JADU is submitted with a building permit application to create a new principal residence on a lot, the application for the ADU or JADU may not be acted upon until the building permit for the new residence is approved.

How to get a building permit?

Begin by talking to the Planning Division about your project and bring in a rough site plan to discuss submittal requirements. During the building permit process, the City will formally review your application and comment on the plans to ensure all items are complete.



Lot coverage = footprint of all structures on the site (SF) / total size of lot (SF)

Building Permit Submittal Items

In addition to the standard submittal requirements for a building permit, the ADU or JADU application shall include the following items:

- A site plan drawn to scale, showing the dimensions of the perimeter of the parcel on which the ADU or JADU will be located. The site plan must indicate the location and dimensioned setbacks of all existing and proposed structures on the site.
- Lot coverage calculations indicating the square footage of the structures and the lot, including calculations on the plan for the percentage of lot area covered by the foundation of the new and existing dwelling units.

If you have any questions regarding building permit requirements, contact the Building and Safety Division at (925) 833-6620. For information on applying for a building permit, visit https://www.dublin.ca.gov/586/Building-Permits

- Elevations for ADUs that include modifications to the exterior of the principal residence or new construction, showing all openings, exterior finishes, original and finish grades, stepped footing outline, roof pitch, materials and color board for the existing residence and the proposed ADU.
- Existing and proposed utility and service information, such as utility easements, services and connections. Refer to Chapter 5 for a list of local providers and start with the following:

1) Contact a surveyor or civil engineer
2) Review your preliminary title report
3) Visit the Alameda County Public Works Agency's survey documents website at: http://acgov.org/surveyor/
4) Contact the Public Works Department at (925) 833-6630

DUBLIN
CALIFORNIA

CHAPTER 5:
GLOSSARY AND RESOURCES

5 CHAPTER 5: GLOSSARY AND RESOURCES

TERMS	DEFINITIONS
ACCESSORY DWELLING UNIT (ADU):	A residential unit that provides independent living facilities for one or more persons and includes separate kitchen, sleeping, and bathroom facilities. An accessory dwelling unit may be a part of, attached to, or detached from, a single-family, two-family or multi-family residence and is subordinate to the principal residence. Also included: efficiency unit as defined in Section 17958.1 of the Health and Safety Code, and a manufactured home as defined in Section 18007 of the Health and Safety Code.
ATTACHED ADU:	An ADU that is attached by at least one wall to the principal residence.
DETACHED ADU:	A free standing ADU that is separate from the principal residence.
EFFICIENCY KITCHEN:	Limited kitchen facilities that contains a sink and small electric appliances that do not require electrical service greater than 120 volts, and a limited food preparation counter and storage cabinets. Full-sized electric, gas, or propane cooking appliances are not allowed.
JUNIOR ACCESSORY DWELLING UNIT (JADU):	A residential unit that is no more than 500 square feet in size that is contained entirely within the walls of a single-family residence, including attached garages and has a separate entrance. At a minimum, a JADU must include an efficiency kitchen with a food preparation counter, cooking facility with appliances and storage cabinets, and may include separate sanitation facilities or may share sanitation facilities within the existing single-family residence.

TERMS	DEFINITIONS
LOT COVERAGE:	The maximum lot area which may be covered with buildings and structures. Buildings and structures include all land covered by principal buildings, garages and carports, accessory structures, covered decks and gazebos, and other enclosed and covered areas; but not standard roof overhangs, cornices, eaves, uncovered decks, swimming pools, paved areas such as walkways, driveways, patios, uncovered parking areas or roads. All areas of coverage are computed in terms of net lot area at ground level.
PRINCIPAL RESIDENCE:	A building or structure being occupied by the principal use on the site. In any residential zoning district, any existing dwelling unit must be considered a principal residence on the site.
SETBACK:	The required distance that a building or structure must be located from a property line.

RESOURCES

CITY OF DUBLIN

PLANNING DIVISION
email: planningpermits@dublin.ca.gov
phone: (925) 833-6610

BUILDING AND SAFETY DIVISION
email: planchecks@dublin.ca.gov
phone: (925) 833-6620

PUBLIC WORKS AND ENGINEERING
email: public.works@dublin.ca.gov
phone: (925) 833-6630

FIRE DEPARTMENT
Alameda County Fire Department:
https://dublin.ca.gov/22/Fire-Services-Prevention
email: dublinfp@acgov.org
phone: (925) 833-6606

MASTER FEE SCHEDULE:
https://dublin.ca.gov/1330/Fee-Schedule

DUBLIN ADU WEBSITE:
https://dublin.ca.gov/2428/Accessory-Dwelling-Units

ADU PROTOTYPE PLANS:
https://dublin.ca.gov/116/Planning

DUBLIN MUNICIPAL CODE
Chapter 7.34, Residential Code:
https://www.codepublishing.com/CA/Dublin/#!/Dublin07/Dublin0734.html#7.34

Chapter 8.76, Off-Street Parking and Loading Regulations:
https://www.codepublishing.com/CA/Dublin/#!/Dublin08/Dublin0876.html#8.76

Chapter 8.80, Accessory Dwelling Unit Regulations:
https://www.codepublishing.com/CA/Dublin/#!/Dublin08/Dublin0880.html#8.80

PERMIT/ PLAN CHECK FEE WAIVER FORM
ADUs with a floor area less than 750 square feet, or a floor area equal to or greater than 750 square feet that is deed-restricted as a lower-income unit for a period of 55 years, are eligible for the City of Dublin's Fee Waiver Program:
https://www.dublin.ca.gov/DocumentCenter/View/29300/ADU-Supplemental-Application-form-fee-waiver-

PUBLIC UTILITIES

ELECTRICITY
Pacific Gas & Electric (PG&E):
https://www.pge.com/

East Bay Community Energy (EBCE):
https://ebce.org

WASTE
Amador Valley Industries (AVI):
https://www.amadorvalleyindustries.com/

WATER/SEWER
Dublin San Ramon Service District (DSRSD):
https://www.dsrsd.com/

RESOURCES

RENTAL RESOURCES

Alameda County Housing and Community Development Department Rental Housing: https://www.acgov.org/cda/hcd/rhd/index.htm

Alameda County Housing Portal: https://housing.acgov.org/

Housing Choices for Alameda County: https://achousingchoices.org/

City of Dublin Rental Housing Webpage: https://dublin.ca.gov/669/Rental-Housing

ADDITIONAL ADU RESOURCES

California Department of Housing and Community Development: https://www.hcd.ca.gov/policy-research/accessorydwellingunits.shtml

American Association of Retired People: https://www.aarp.org/livable-communities/housing/info-2019/accessory-dwelling-units-adus.html?CMP=RDRCT-CSN-OTHER-LIVABLE-012819

FINANCING RESOURCES

CALHFA ADU GRANT PROGRAM
Provides a grant for qualifying low and moderate income homeowners: https://www.calhfa.ca.gov/adu/

THE CASITA COALITION
Provides an ADU Finance Guide for Homeowners: https://www.casitacoalition.org/guidebooks-for-homeowners

REGIONAL ORGANIZATIONS AND ADU NONPROFITS
The following websites provide technical and/or financial support and may be able to assist low-income homeowners in ADU financing:

https://www.hcd.ca.gov/policy-research/docs/adu_december_2020_handbook.pdf

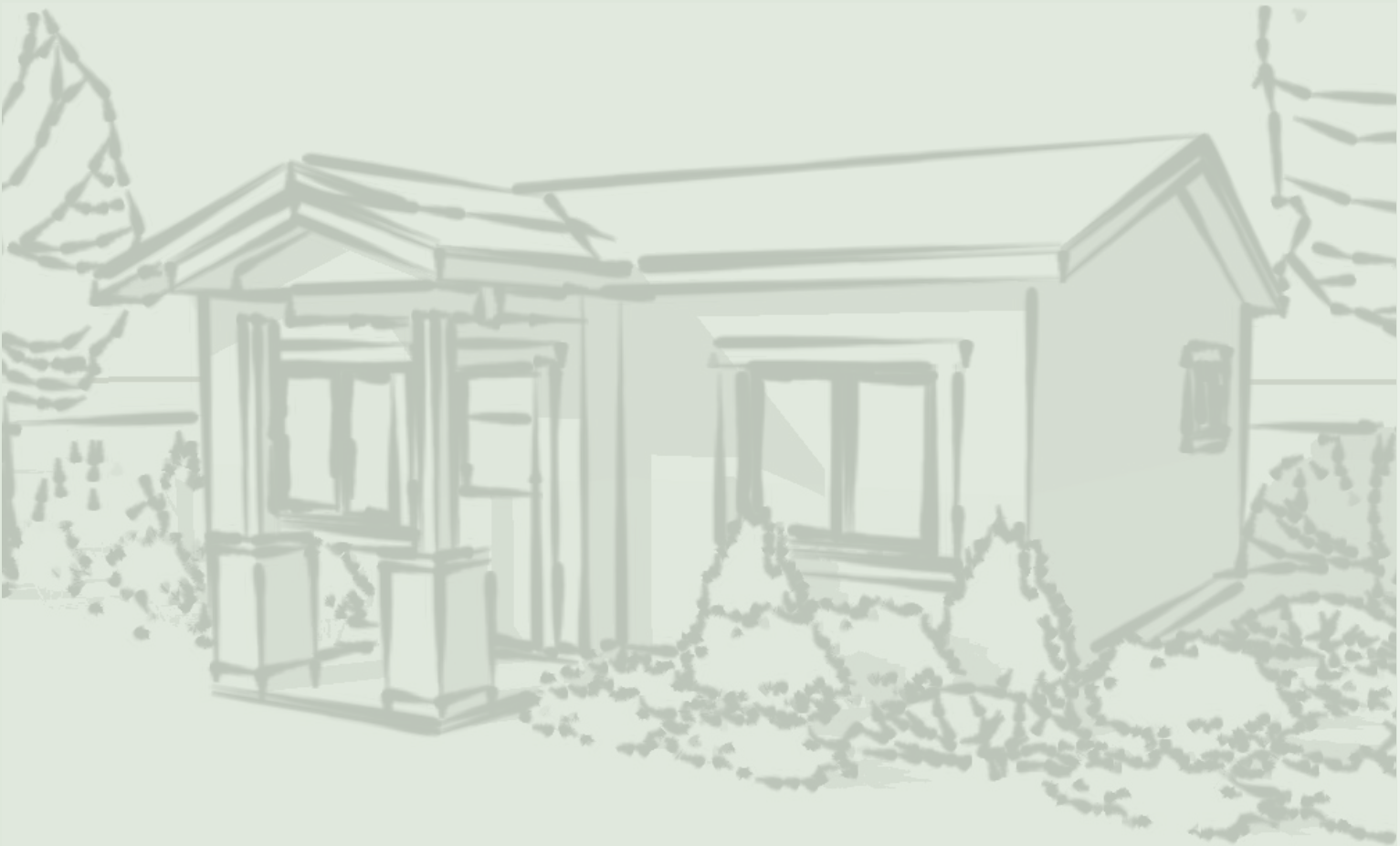
https://www.soup.is/adu-details

https://housingtrustsv.org/programs/homeowner-programs/accessory-dwelling-unit-program/

https://www.smcu.org/Loans/Home-Loans/ADU-Loan

https://keystoequity.org/

DUBLIN
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DUBLIN
CALIFORNIA

Informational Report on Efforts to Facilitate Accessory Dwelling Unit Production

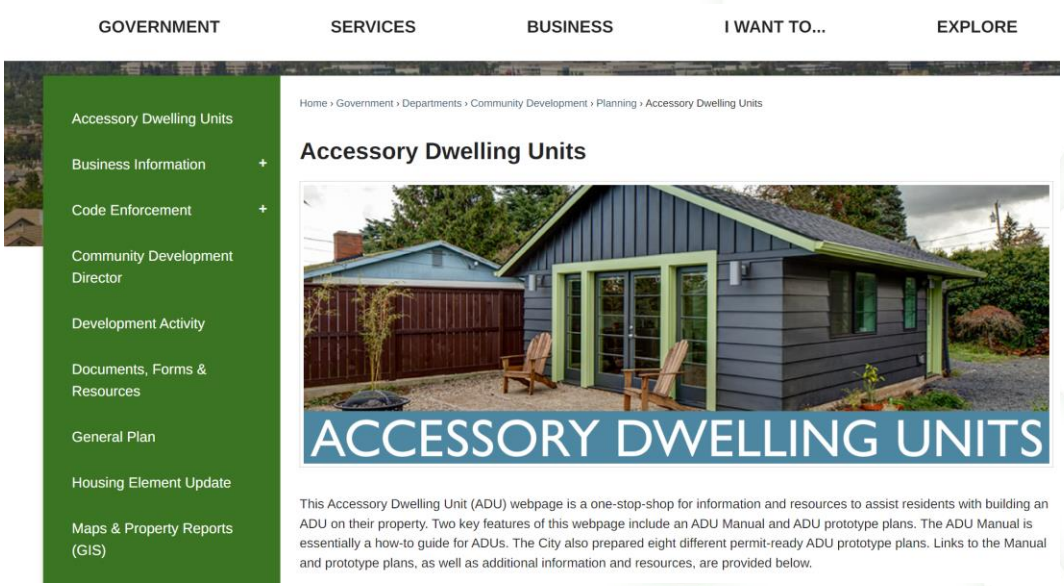
City Council
June 21, 2022

ADU Facilitation Efforts

- ADU Webpage
- Prototype Plans
- ADU Manual
- Fee Waivers



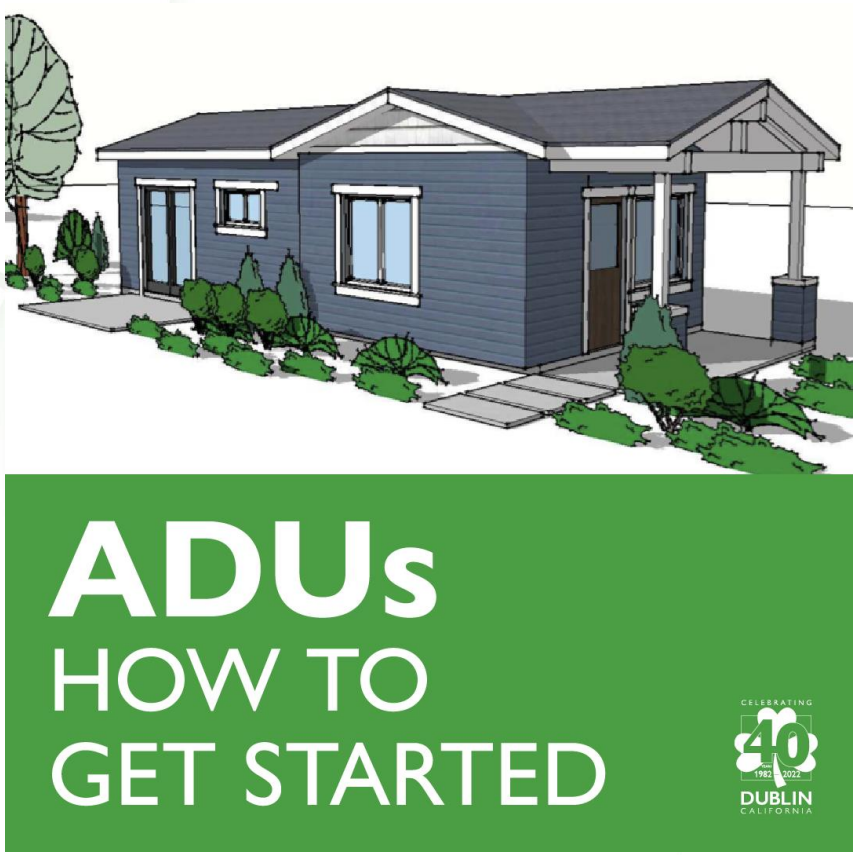
ADU Webpage



- Informational resource:
  - City Efforts to Incentivize ADUs
  - Impact Fee and Permit Fee Waivers
  - Prototype Plans
  - ADU Manual
  - Other Resources

ADU Prototype Plans

- Eight plans, including:
  - Five attached or detached
  - Three plans converting garage to ADU
- Studios, one-bedroom, and two-bedroom units
- 224 – 909 square feet



ADU Prototype Plans

- Three Architectural Styles:
  - Contemporary
  - Spanish
  - Traditional

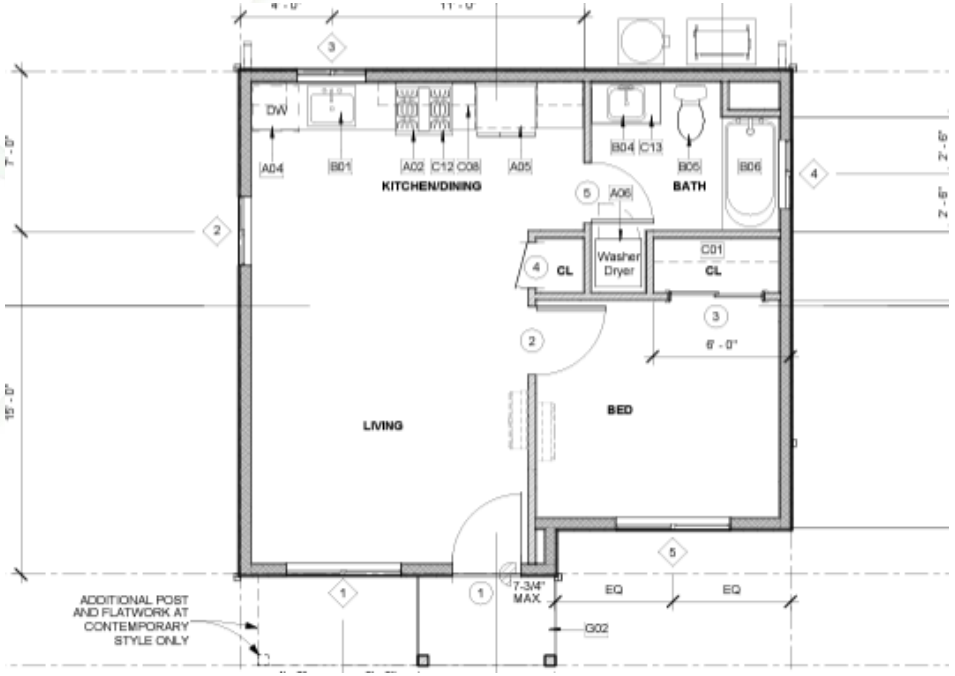




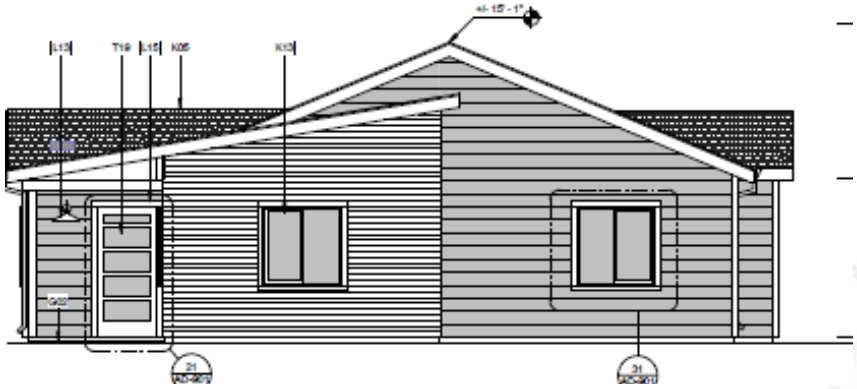


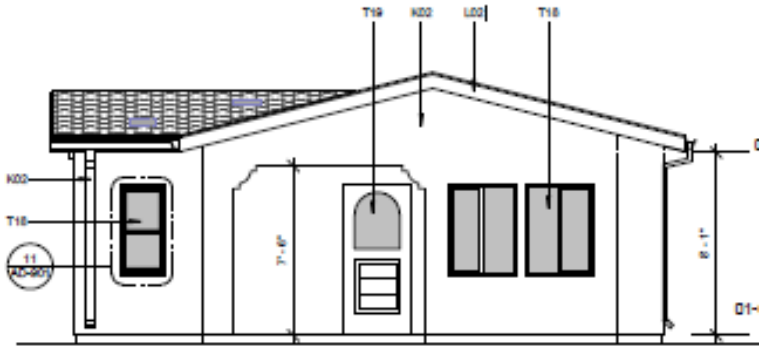
ADU Prototype Plans

- "Permit Ready" Plans include:
  - Floor Plans
  - Elevations
  - Electrical and Plumbing Plans
  - Structural Calculations
  - Preliminary Energy Calculations

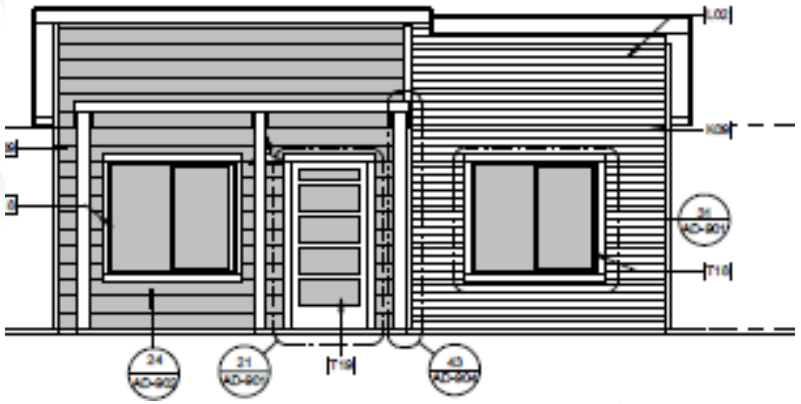


ADU Prototype Plans

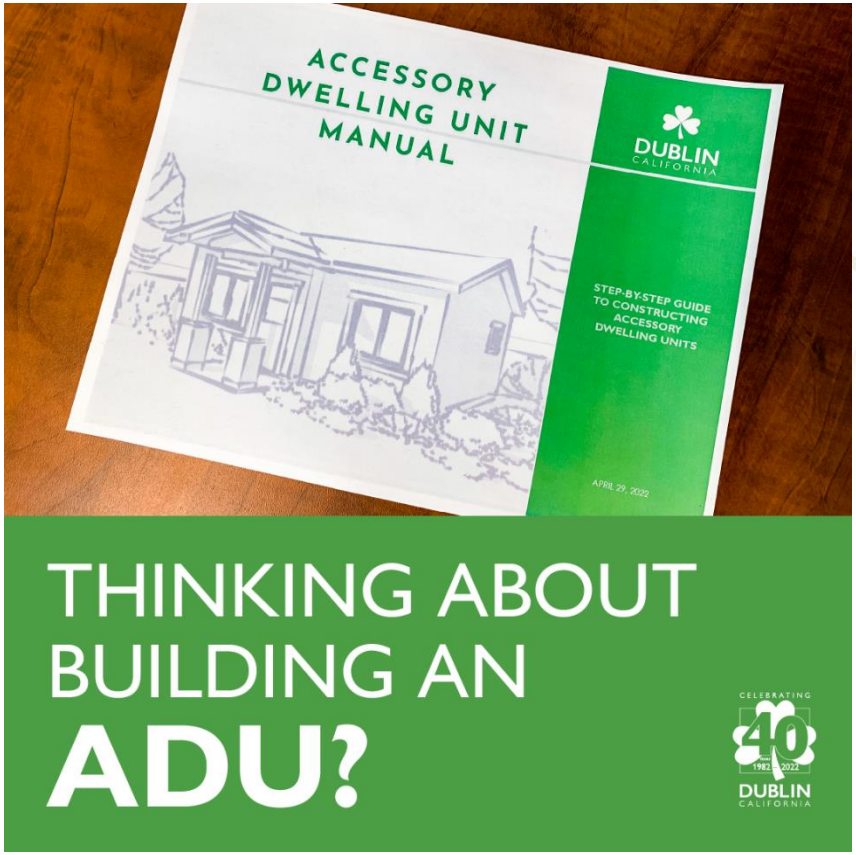








ADU Manual



- "How-To" Guide for ADUs
- Manual includes:
  - Explanation about ADUs
  - Process timelines
  - Design concepts
  - Summary of building codes and zoning standards
  - Cost considerations
  - Permitting process
  - Definitions and resources

Fee Waivers

- **Impact Fee Waiver** (through 1/1/25):
  - ADUs less than 750 square feet
- **Permit Fee Waiver** (through 12/31/26):
  - ADUs less than 750 square feet
  - ADUs 750 square feet or larger that are deed restricted as lower-income units