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, October 18, 2022

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

CLOSED SESSION 6:30 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, October 18, 2022. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the public comment period ends, or until the public comment period on non-agenda items is closed.

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

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

CLOSED SESSION 6:30 PM

1. Conference with Legal Counsel—Anticipated Litigation
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 2 cases.

REGULAR MEETING 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
The Pledge of Allegiance will be led by the Dublin 4-H Club.

2. REPORT ON CLOSED SESSION

3. ORAL COMMUNICATIONS

3.1 Presentation of the Hindu American Awareness and Appreciation Month and Diwali Proclamations
The City Council will present the Hindu American Awareness and Appreciation Month and Diwali Proclamations.

STAFF RECOMMENDATION:
Present the proclamations.

Staff Report
Attachment 1 - Hindu American Awareness and Appreciation Month
Attachment 2 - Diwali Proclamation

3.2 Employee Introductions
New City of Dublin Staff members, Laurie Rith-Chan, Administrative Technician with the Human Resources Division, and Raelyn Miranda, Administrative Aide, with Dublin Police Services, will be introduced.

STAFF RECOMMENDATION:
Welcome the new City of Dublin Staff members.

Staff Report

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 September 20, 2022 Regular City Council Meeting Minutes

The City Council will consider approval of the minutes of the September 20, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 20, 2022 Regular City Council Meeting.

Staff Report

Attachment 1 - September 20, 2022 Regular City Council Meeting Minutes

4.2 Amendments to the Master Fee Schedule

The City Council will consider amending the Master Fee Schedule to eliminate the fundraising fee for Dublin-based non-profit facility rentals.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Master Fee Schedule to Eliminate the Fundraising Fee for Dublin-Based Non-Profit Facility Rentals.

Staff Report

Attachment 1 - Resolution Amending the Master Fee Schedule to Eliminate the Fundraising Fee for Dublin-Based Non-Profit Facility Rentals

Attachment 2 - Exhibit A to the Resolution - Amendments to the Master Fee Schedule (in strikethrough form)

4.3 Approval of Memorandum of Understanding with Tri-Valley Cities for Joint Tri-Valley Cities Legislative Advocacy Services

The City Council will consider approving a Memorandum of Understanding with the Cities of Livermore, Pleasanton, San Ramon, and the Town of Danville in order to retain legislative advocacy services to implement the Tri-Valley Cities Legislative Framework. Advocacy services will assist the agencies in building consensus and employing a united approach in supporting solutions that will serve the residents and businesses of the region.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Memorandum of Understanding Between the City of Pleasanton and the Town of Danville, City of Dublin, City of Livermore, and City of San Ramon for Joint Tri-Valley Cities Legislative Advocacy Services.

Staff Report

Attachment 1 - Resolution Approving the Memorandum of Understanding Between the City of Pleasanton and the Town of Danville, City of Dublin, City of Livermore, and City of San Ramon for Joint Tri-Valley Cities Legislative Advocacy Services

Attachment 2 - Exhibit A to the Resolution - Memorandum of Understanding Between the City of Pleasanton and the Town of Danville, City of Dublin, City of Livermore, and City of San Ramon for Joint Tri-Valley Cities Legislative Advocacy Services

Attachment 3 - Professional Services Agreement with Townsend Public Affairs, Inc. in the amount not to exceed $750,000 for a five-year term

Attachment 4 - Tri-Valley Cities Legislative Framework.

4.4 Acceptance of Office of Traffic Safety Grant for the Selective Traffic Enforcement Program

The City Council will consider accepting a traffic safety grant for Dublin Police Services in relation to the City's participation in the Selective Traffic Enforcement Program. This grant program supports best practices and strategies to address crashes involving alcohol and other primary collision factors.

STAFF RECOMMENDATION:
Adopt the **Resolution** Confirming City of Dublin Participation in the State of California Office of Traffic Safety Selective Traffic Enforcement Grant Agreement.
Staff Report
Attachment 1 - Resolution Confirming City of Dublin Participation in the State of California Office of Traffic Safety Selective Traffic Enforcement Grant Agreement
Attachment 2 - Exhibit A to the Resolution - OTS STEP Grant Agreement

4.5 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 2021, the City returned to in-person meetings and the Brown Act was amended to allow for teleconferencing during a state of emergency. Under the new law, AB 361, the City can continue to conduct virtual meetings where the Governor has proclaimed a State of Emergency, or state or local health officials have imposed or recommended social distancing, if the City Council makes certain required findings. From January 11 – February 10, 2022, and since May 3, 2022, the City Council has operated under a resolution pursuant to AB 361 authorizing teleconferenced meetings for at least 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

4.6 Ordinance Amending Chapter 2.24 of the Dublin Municipal Code Pertaining to the City's Conflict of Interest Code
At the June 7, 2022 meeting, the City Council directed Staff to review the City's Conflict of Interest Code and make a determination if there is a need to update the Code. Staff conducted a review of the Code and determined that several positions should be added or deleted. The City Council will consider introducing an ordinance to update the list of designated positions that must file a Statement of Economic Interests (Form 700).
STAFF RECOMMENDATION:
Waive the reading and INTRODUCE the Ordinance Amending Chapter 2.24 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code, and direct Staff to file the 2022 Local Agency Biennial Notice.
Staff Report
Attachment 1 - Ordinance Amending Chapter 2.24 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code

Attachment 2 - 2022 Local Agency Biennial Notice

4.7 Consulting Services Agreement with Reach Enterprises for Loyalty Rewards Business Recovery Project

The City Council will consider approving a Consulting Services Agreement between the City of Dublin and Reach Enterprises, Inc for a Loyalty Rewards Business Recovery Project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Consulting Services Agreement Between the City of Dublin and Reach Enterprises, Inc. for a Loyalty Rewards Business Recovery Project.

Staff Report

Attachment 1 - Resolution Approving a Consulting Services Agreement Between the City of Dublin and Reach Enterprises, Inc. for a Loyalty Rewards Business Recovery Project

Attachment 2 - Exhibit A to the Resolution - Consulting Services Agreement Between the City of Dublin and Reach Enterprises, Inc for a Loyalty Rewards Business Recovery Project

4.8 Payment Issuance Report and Electronic Funds Transfers

The City Council will receive a listing of payments issued from September 1, 2022 - September 30, 2022 totaling $6,182,554.45.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Payment Issuance Report for September 2022

4.9 Updates to the Human Services Grants Program

The City Council will consider modifications to the Human Services Grants Program guidelines and allocation process, as recommended by the Human Services Commission.

STAFF RECOMMENDATION:

Receive the report and approve the program modifications.

Staff Report

Attachment 1 - Human Services Grants Program Guiding Principles

Attachment 2 - Revised Human Services Grants Rating Sheet

4.10 Agreement with Storm Water Inspection & Maintenance Services Inc. for Trash Capture Device Maintenance

The City Council will consider approval of an agreement with Storm Water Inspection & Maintenance Services Inc. (SWIMS) to provide trash capture device maintenance services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with Storm Water Inspection & Maintenance Services Inc. for Trash Capture Device Maintenance Services.

Staff Report

Attachment 1 - Resolution Approving an Agreement with Storm Water Inspection & Maintenance Services Inc. for Trash Capture Device Maintenance Services

Attachment 2 - Exhibit A to the Resolution - Contractor Services Agreement with Storm Water Inspection & Maintenance Services Inc. for Trash Capture Device Maintenance Services

Attachment 3 - August 12, 2022 Request for Proposals for Trash Capture Device Maintenance Services

4.11 City Proclamations for the Months of November and December

The City Council will consider the following proclamations for the months of November and December in the City of Dublin: Native American Heritage Month, Family Caregivers Month, Diabetes Awareness Month, Entrepreneurship Month, Critical Infrastructure Security and Resilience Month, College Application Month, Alzheimer's Disease Awareness Month, Adoption Month, Veterans and Families Month, United Against Hate Week, American History and Founders Month, Small Business Saturday, and Impaired Driving Month.

STAFF RECOMMENDATION:

Approve the proclamations.

Staff Report - City Proclamations for the Months of November and December
Attachment 1 - Native American Heritage Month Proclamation
Attachment 2 - Family Caregivers Month Proclamation
Attachment 3 - Diabetes Awareness Month Proclamation
Attachment 4 - Entrepreneurship Month Proclamation
Attachment 5 - Critical Infrastructure Security and Resilience Month Proclamation
Attachment 6 - College Application Month Proclamation
Attachment 7 - Alzheimer's Disease Awareness Month Proclamation
Attachment 8 - Adoption Month Proclamation
Attachment 9 - Veterans and Military Families Month Proclamation
Attachment 10 - United Against Hate Week Proclamation
Attachment 11 - United Against Hate Week Poster
Attachment 12 - American History and Founders Month Proclamation
Attachment 13 - Small Business Saturday Proclamation
Attachment 14 - Impaired Driving Month Proclamation

4.12 Fiscal Year 2021-22 4th Quarter Financial Review and Additional Special Designation of General Fund Reserves

The City Council will receive a financial report on the fourth quarter of Fiscal Year 2021-22 and consider amendments to General Fund reserve designations.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing Additional Special Designations of General Fund Reserves for Fiscal Year 2021-22 and confirm additional General Fund reserve designations as of June 30, 2022.

Staff Report
Attachment 1 - Resolution Authorizing Additional Special Designations of General Fund Reserves for Fiscal Year 2021-22
Attachment 2 - General Fund Summary Q4 FY 2021-22
Attachment 3 - General Fund Reserves Summary Q4 FY 2021-22

4.13 Amendment to Legal Services Agreement with Meyers Nave

Meyers Nave has requested that the City Council consider amending its legal services agreement with the City to increase the hourly rate for general legal services, labor and employment advice services, and reimbursable third-party services.

STAFF RECOMMENDATION:
Approve and authorize the Mayor to execute the Third Amendment to the Amended and Restated Agreement for Legal Services.
Staff Report
Attachment 1 - Amended and Restated Agreement for Legal Services
Attachment 2 - First Amendment to Agreement for Legal Services
Attachment 3 - Second Amendment to Agreement for Legal Services
Attachment 4 - Proposed Third Amendment to Agreement for Legal Services

5. WRITTEN COMMUNICATION – None.

6. PUBLIC HEARING

6.1 Nissan Commercial Car Wash (PLPA-2022-00003)

The Applicant, Dosanjh Real Estate, LLC, is requesting approval of a commercial self-service car wash consisting of a 3,574-square-foot building housing a drive-thru automatic car wash tunnel, a vacuum area with 15 parking spaces and related site improvements. The application includes an amendment to Planned Development Zoning Ordinance No. 03-19 for the Kaiser Commercial Project, a Conditional Use Permit and a Site Development Review Permit. The City Council will consider the proposed Nissan Commercial Car Wash project and a determination that the project impacts are covered by the Kaiser Dublin Medical Center Environmental Impact Report and no further environmental review is required.

STAFF RECOMMENDATION:
Conduct the public hearing, deliberate and: 1) waive the reading and INTRODUCE the Ordinance Approving an Amendment to Planned Development Zoning Ordinance No. 03-19 for Kaiser Commercial; and 2) adopt the **Resolution** Approving a Conditional Use Permit and Site Development Review Permit Related to the Nissan Commercial Car Wash Project.
Staff Report
Attachment 1 - Ordinance Approving an Amendment to Planned Development Zoning Ordinance No. 03-19 for Kaiser Commercial
Attachment 2 - Resolution Approving a Conditional Use Permit and Site Development Review Permit Related to the Nissan Commercial Car Wash Project
Attachment 3 - Exhibit A to the Resolution - Project Plans
Attachment 4 - Noise Assessment Study
Attachment 5 - Traffic Analysis
Attachment 6 - Photo Simulations
Attachment 7 - Planning Commission Resolution No 22-12
Item 6.1 - PowerPoint Presentation

7. UNFINISHED BUSINESS

7.1 Downtown Dublin Update

The City Council will receive a presentation on updates to the Downtown Dublin Preferred Vision.

STAFF RECOMMENDATION:
Receive the presentation.
Staff Report

8. NEW BUSINESS – None.

9. OTHER BUSINESS

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

10. ADJOURNMENT

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

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

Mission

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

Agenda Item 3.1

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Presentation of the Hindu American Awareness and Appreciation Month and Diwali Proclamations
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will present the Hindu American Awareness and Appreciation Month and Diwali proclamations.

STAFF RECOMMENDATION:

Present the proclamations.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Hindu American Awareness and Appreciation Month
Hindu American Awareness and Appreciation Month is celebrated annually in the month of October, the month of Mahatma Gandhi's birth and a time when major Hindu holidays such as Navaratri and Diwali are celebrated. This month marks a global movement highlighting Hinduism as a tradition and recognizing the contributions Hinduism has made to society.

Diwali
October 24, 2022 will mark the celebration of Diwali or Deepvali. Diwali, recognized in autumn each year by Hindus, Sikhs, Jains, Buddhist, and others around the world, is celebrated by lighting the Diya, or oil lamp, which symbolizes dispelling darkness and bringing light into life with traditional offerings, rituals, and festivals. Diwali is a festival of lights that includes many traditions such as gathering with friends and family for community prayer, exchanging gifts, setting off fireworks, and decorating houses with colorful rangolis. Diwali is also the Hindu New

Year, and it is celebrated on the last day of the last month in the lunar calendar.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Hindu American Awareness and Appreciation Month Proclamation
2) Diwali Proclamation

A PROCLAMATION OF THE
CITY OF DUBLIN, CALIFORNIA

"Hindu American Awareness and Appreciation Month"

WHEREAS, the City of Dublin and the nation have been influenced by the extraordinary cultural and ethnic linguistic and religious diversity of its residents; and

WHEREAS, there is an estimated one billion Hindus worldwide, and approximately 3.4 million Hindu Americans live across the nation; and

WHEREAS, Hindu Americans in the City of Dublin represent diverse ethnic backgrounds, including individuals of Indian, Pakistani, Bangladeshi, Malaysian, Indonesian, Afghan, Nepali, Bhutanese, Sri Lankan, Fijian, Caribbean, and European descent; and

WHEREAS, the City of Dublin and our nation have greatly benefited from Hindu Americans, especially through the Vendanta philosophy, Ayurvedic medicine, classical Indian art, dance, music, meditation, yoga, literature, and community service; and

WHEREAS, the year 2022 marks the 129th anniversary of when Hinduism was officially introduced to the United States by Swami Vivekanda at the 1893 World's Parliament of Religions in Chicago, IL, and the 122nd anniversary of when he founded the Vendanta Society in San Francisco, California in 1900; and

WHEREAS, Hindu Americans promote the ideals of tolerance, pluralism, and religious freedom, which are inherent to their beliefs and respect the diversity of all faiths, and the Vedas, the 5,000-year-old texts of Hindu Americans, provide the basis for these core principles: "Truth is one, the wise call it by many names (Ekam sat viprah bahudha vadanti); and

WHEREAS, our diversity is one of our greatest strengths, and the City of Dublin joins with all those around the world celebrating Hindu Americans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby proclaim October 2022 as "Hindu American Awareness and Appreciation Month" in the City of Dublin.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY OF DUBLIN, CALIFORNIA

"Diwali – October 24, 2022"

WHEREAS, the City of Dublin, along with the nation, has been influenced by the extraordinary cultural, ethnic, linguistic, and religious diversity of its residents; and

WHEREAS, Diwali or Deepavali, is celebrated in autumn of each year by Hindus, Sikhs, Jains, Buddhist, and others throughout the Bay Area and the World; and

WHEREAS, Diwali is celebrated by lighting the Diya or oil lamp, which symbolizes dispelling darkness and bringing light into life with traditional offerings, rituals, and festivals; and

WHEREAS, Diwali is also the Hindu New Year, and it is celebrated on the last day of the last month in the lunar calendar; and

WHEREAS, for Hindus, Diwali is a celebration of good triumphing over evil, and light prevailing over darkness; and

WHEREAS, Hindu Americans in the City of Dublin represent diverse ethnic backgrounds, including individuals of Indian, Pakistani, Bangladeshi, Malaysian, Indonesian, Afghan, Nepali, Bhutanese, Sri Lankan, Fijian, Caribbean, and European descent; and

WHEREAS, our diversity is one of our greatest strengths, and Dublin joins with all those around the world celebrating Diwali.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby proclaim October 24, 2022 as "Diwali" in the City of Dublin and encourages citizens to recognize the contributions of all Hindu, Sikhs, Jains, and Buddhists in all aspects of our vibrant economy and civic society.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

Agenda Item 3.2

STAFF REPORT
CITY COUNCIL

DATE: October 18, 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, Laurie Rith-Chan, Administrative Technician with the Human Resources Division, and Raelyn Miranda, Administrative Aide with Dublin Police Services, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin Staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin Staff members, Laurie Rith-Chan, Administrative Technician with the Human Resources Division, and Raelyn Miranda, Administrative Aide with Dublin Police Services, 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: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of the September 20, 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 September 20, 2022 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the September 20, 2022 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approval of the minutes of the September 20, 2022 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) September 20, 2022 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: September 20, 2022

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

CLOSED SESSION 6:30 PM

I. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Mayor Hernandez and Councilmember Hu
Unrepresented Employee: City Attorney

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, September 20, 2022**, in the City Council Chamber. The meeting was called to order at 7:08 PM, by Mayor Hernandez.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2) REPORT ON CLOSED SESSION

Mayor Hernandez reported there was no reportable action out of Closed Session.

3) ORAL COMMUNICATIONS

3.1) Introduction of Dublin Police Services Behavioral Health Unit Supervisor John Beard and Associate Therapist Anne Ologbosele

Behavioral Health Unit Supervisor John Beard and Associate Therapist Anne Ologbosele, who began working with Dublin Police Services on July 5, 2022, were introduced to the City Council.

3.2) Employee Introductions

New City of Dublin Staff members, Felicia Escover with the Economic Development Department, Tony Lam and Liz Rivera with the Parks and Community Services Department, and Linda Ajello with the Community Development Department, were introduced.

3.3) Public Comment

Marti Sutton provided public comment.

Jennifer Lininger provided public comment.

4) CONSENT CALENDAR

4.1) Approved the September 6, 2022 Regular City Council Meeting Minutes.

4.2) Adopted Resolution No. 109-22 titled, "Amending the Benefit Plan," Resolution No. 110-22 titled, "Amending the Classification Plan," Resolution No. 111-22 titled, "Amending the Salary Plan for Full- Time Personnel," Resolution No. 112-22 titled, "Amending the City of Dublin Position Allocation Plan for Fiscal Year 2022-23," and approved the budget change.

4.3) Adopted Resolution No. 113-22 titled, "Approving an Amendment to the Agreement with Goodwin Consulting Group, Inc."

4.4) Approved the following proclamations for the month of October in the City of Dublin: Walk and Roll to School, Fire Prevention Week, Red Ribbon Week, Bullying Prevention Month & Unity Day, Energy Action Month, Breast Cancer Awareness Month, Domestic Violence Awareness Month, Youth Justice Action Month, Disability Employment Awareness Month, Cybersecurity Awareness Month, Arts and Humanities Month, Global Diversity Awareness Month, Children's Environmental Health Month, Manufacturing Day, and Substance Abuse Prevention Month.

4.5) Adopted Resolution No. 114-22 titled, "Authorizing the City Manager to Approve Contract Change Orders with Suarez and Munoz Construction, Inc. for the Fallon Sports Park - Phase 3 Project, CIP No. PK0119."

This item was pulled from the Consent Calendar by Vice Mayor Josey to ask clarifying questions.

4.6) Received a report of payments issued from July 1, 2022 - August 31, 2022 totaling $25,865,698.89.

On a motion by Vice Mayor Josey, seconded by Councilmember Kumagai, and by unanimous vote, the City Council adopted the Consent Calendar items, except item 4.5.

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

On a motion by Mayor Hernandez, seconded by Vice Mayor Josey, and by unanimous vote, the City Council adopted Consent Calendar item 4.5.

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

5) WRITTEN COMMUNICATION – None.

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS

7.1) Approval of Plans and Specifications, Award of Contract to Strawn Construction, Inc., and Approval of a Budget Change for the Cultural Arts Center Project, CIP No. GI0120

The City Council received a presentation on the 13,000-square-foot Cultural Arts Center on the first floor of the Civic Center and renovation of the second-floor office space for the Parks and Community Services Department.

On a motion by Councilmember McCorriston, seconded by Vice Mayor Josey, and by unanimous vote, the City Council adopted Resolution No. 115-22 titled, "Approving the Plans and Specifications and Awarding a Contract to Strawn Construction, Inc. for the Cultural Arts Center Project, CIP No. GI0120," and approved the budget change.

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

8) NEW BUSINESS

8.1) Consideration of a Resolution Authorizing the Issuance of Special Tax Bonds for and on behalf of the City of Dublin Community Facilities District No. 2015-1 (Dublin Crossing), Improvement Area No. 4 and Approving Form of and Execution of Related Documents

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

On a motion by Councilmember Kumagai, seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted Resolution No. 116-22 titled, "Authorizing The Issuance Of Special Tax Bonds For And On Behalf Of The City Of Dublin Community Facilities District No. 2015-1 (Dublin Crossing), Improvement Area No. 4; Approving The Form And Authorizing The Execution Of A Fiscal Agent Agreement, A Purchase Contract And A Continuing Disclosure Certificate And Authorizing The Sale And Delivery Of Special Tax Bonds Pursuant To Said Purchase Contract; Approving The Form And Delivery Of A Preliminary Official Statement And The Preparation And Distribution Of A Final Official Statement To Be Derived From The Preliminary Official Statement; And Approving Execution And Delivery Of Other Documents And Taking Of Actions As Necessary To Implement The Issuance, Sale And Delivery Of The Bonds."

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

8.2) Review of City Proclamations and Process

The City Council received a report regarding the Official List of Proclamations and the proclamation process.

The City Council directed Staff to proceed with the updated process for handling proclamations and include an annual adoption of the Official List of Proclamations.

On a motion by Councilmember Hu, seconded by Councilmember Kumagai, and by unanimous vote, the City Council adopted the updated Official List of Proclamations as amended to include the Lunar New Year.

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

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).

10) ADJOURNMENT

Mayor Hernandez adjourned the meeting at 8:47 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to the Master Fee Schedule
Prepared by: Jackie Dwyer, Director of Parks and Community Services

EXECUTIVE SUMMARY:

The City Council will consider amending the Master Fee Schedule to eliminate the fundraising fee for Dublin-based non-profit facility rentals.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Master Fee Schedule to Eliminate the Fundraising Fee for Dublin-Based Non-Profit Facility Rentals.

FINANCIAL IMPACT:

The financial impact will be nominal. Historical data indicates elimination of the fundraising fee will result in annual lost revenue of approximately $5,000.

DESCRIPTION:

On June 7, 2022, the City Council requested that Staff provide a report regarding the impact of charging non-profit fees versus fundraising fees for Dublin-based non-profit organizations that rent City facilities to conduct fundraising activities.

The report was provided at the September 6, 2022 City Council Meeting. After the report and discussion, the City Council instructed Staff to eliminate the fundraising fee for Dublin-based non-profits and update the Master Fee Schedule. This means that non-profit rentals will simply be assessed the existing non-profit rental rate, regardless of the type of use.

The proposed amendment to the Master Fee Schedule will eliminate the following fees (stricken through below):

#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
Civic Center Rental				
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~~
Heritage Park & Museums Facility Rental				
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~~
Heritage Park & Museums Facility Rental – St. Raymond Church Outdoor Patio				
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~~	~~N/A~~	~~$45~~
Heritage Park & Museums Facility Rental – Kolb Sunday School Barn				
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~~
Heritage Park & Museums Facility Rental – Lawn Area				
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~~
Library Community Room				
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~~	~~$71~~
Senior Center Facility Rental				

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~~
Senior Center Facility Rental – Classroom A				
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~~
Senior Center Facility Rental – Classroom B				
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~~
Senior Center Facility Rental – Classroom C/D				
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~~	~~$24~~
Senior Center Facility Rental – Meeting Room				
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~~
Shannon Center Facility Rental				
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~~
Shannon Center Facility Rental – Outdoor Patio				
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~~	~~N/A~~	~~$92~~

Shannon Center Facility Rental – Multipurpose Room				
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~~
Shannon Center Facility Rental – Classroom				
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~~
Park Picnic Area Rentals				
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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$226/4 hours~~ ~~$57 each add'l hour~~	$100/4 hours $25 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$226/4 hours~~ ~~$57 each add'l 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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$108/4 hours~~ ~~$27 each add'l hour~~	$48/4 hours $12 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$108/4 hours~~ ~~$27 each add'l 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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$85/4 hours~~ ~~$21 each add'l hour~~	$44/4 hours $11 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$85/4 hours~~ ~~$21 each add'l 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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$73/4 hours~~ ~~$18 each add'l hour~~	$32/4 hours $8 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$73/4 hours~~ ~~$18 each add'l 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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$64/4 hours~~ ~~$16 each add'l hour~~	$28/4 hours $7 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$64/4 hours~~ ~~$16 each add'l 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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$54/ 4 hours~~ ~~$14 each add'l hour~~	$24/4 hours $6 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$54/ 4 hours~~ ~~$14 each add'l hour~~
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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$41/4 hours~~ ~~$10 each add'l hour~~	$18/4 hours $5 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$41/4 hours~~ ~~$10 each add'l 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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$28/4 hours~~ ~~$7 each add'l hour~~	$12/4 hours $3 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$28/4 hours~~ ~~$7 each add'l hour~~
PR9	Public Agencies, Dublin Chamber of Commerce, Dublin-based Charitable and Social Welfare Organizations, Homeowners Associations, and Sports Leagues	Picnic Area (seats 18)	N/A	$12/4 hours $3 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$24/4 hours~~ ~~$6 each add'l hour~~
Emerald Glen Amphitheater				
AM2	~~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~~	~~$470~~	~~$490~~

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Amending the Master Fee Schedule to Eliminate the Fundraising Fee for Dublin-Based Non-Profit Facility Rentals
2) Exhibit A to the Resolution – Amendments to the Master Fee Schedule (in strikethrough form)

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE MASTER FEE SCHEDULE TO ELIMINATE THE FUNDRAISING FEE FOR DUBLIN-BASED NON-PROFIT FACILITY RENTALS

WHEREAS, on June 7, 2022, the Dublin City Council adopted Resolution No. 83-22, adopting an annual update to the Master Fee Schedule for services provided to the City, effective July 1, 2022; and

WHEREAS, included in the Master Fee Schedule is a Fundraising Fee for Dublin-based non-profit organizations when renting City facilities; and

WHEREAS, on September 6, 2022, the City Council received a report on facility usage and fees associated with Dublin-based non-profit organizations and instructed Staff to eliminate the Fundraising Fee for such groups when renting City facilities for fundraising purposes; those groups will instead be charged the non-profit rental rate.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby amend the Master Fee Schedule as shown in **Exhibit A** to eliminate the Fundraising Fee for Dublin-based non-profit organizations to rent City facilities.

PASSED, APPROVED AND ADOPTED this 18th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Master Fee Schedule Amendments – October 18, 2022

(Strikethroughs are eliminated)

#	Item / Service	Description / Unit	Fees through 6/30/22	Fee Effective 7/1/22
Civic Center Rental				
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~~
Heritage Park & Museums Facility Rental				
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~~
Heritage Park & Museums Facility Rental – St. Raymond Church Outdoor Patio				
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~~	~~N/A~~	~~$45~~
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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~~	~~$71~~
Senior Center Facility Rental				

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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~~
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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~~	~~N/A~~	~~$92~~
Shannon Center Facility Rental – Multipurpose Room				

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~~
Shannon Center Facility Rental – Classroom				
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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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$54/ 4 hours~~ ~~$14 each add'l hour~~	$24/4 hours $6 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$54/ 4 hours~~ ~~$14 each add'l hour~~
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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 add'l hour ~~Use for the Purpose of Fundraising~~ ~~$28/4 hours~~ ~~$7 each add'l hour~~	$12/4 hours $3 each add'l hour ~~Use for the Purpose of Fundraising~~ ~~$28/4 hours~~ ~~$7 each add'l hour~~
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Emerald Glen Amphitheater				
AM2	~~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~~	~~$470~~	~~$490~~

Agenda Item 4.3

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Approval of Memorandum of Understanding with Tri-Valley Cities for Joint Tri-Valley Cities Legislative Advocacy Services
Prepared by: John Stefanski, Assistant to the City Manager

EXECUTIVE SUMMARY:

The City Council will consider approving a Memorandum of Understanding with the Cities of Livermore, Pleasanton, San Ramon, and the Town of Danville in order to retain legislative advocacy services to implement the Tri-Valley Cities Legislative Framework. Advocacy services will assist the agencies in building consensus and employing a united approach in supporting solutions that will serve the residents and businesses of the region.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Memorandum of Understanding Between the City of Pleasanton and the Town of Danville, City of Dublin, City of Livermore, and City of San Ramon for Joint Tri-Valley Cities Legislative Advocacy Services.

FINANCIAL IMPACT:

The Professional Services Agreement with Townsend Public Affairs, Inc. is for a five-year term beginning in September 2022 and shall not exceed $750,000. The City of Dublin's share of this cost will not exceed $30,000 annually, or $150,000 over the life of the agreement. The City of Pleasanton has agreed to be the fiduciary agent and initiate the Professional Services Agreement for legislative advocacy services firm and subsequently bill each City and Town their portion of the expense as outlined in the Memorandum of Understanding. Sufficient funds are included for this purpose in the Fiscal Year 2022-23 General Fund Budget.

DESCRIPTION:

Since 2007, the Tri-Valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville have joined together to work on federal legislative issues and for this purpose initially retained the legislative advocacy services firm Jordan & Associates. The expenses for the services were equally shared.

In 2017, the Tri-Valley Cities (TVC) adopted a Legislative Framework with a strategic focus at four levels: federal, state, regional and local. This was a shift in strategic focus and the TVC determined that a Request for Proposals and Qualifications (RFP/Q) would be prepared to solicit legislative advocacy services. Through that process Townsend Public Affairs was selected to provide advocacy services for the TVC.

An RFP for legislative advocacy services for the TVC was conducted in August 2022 through which Townsend was again selected for a professional service agreement with a five-year term (Attachment 3) to implement the TVC Legislative Framework (Attachment 4).

Staff is seeking City Council approval of the Memorandum of Understanding that outlines the responsibilities of all parties and affirms the agreement to retain Townsend for legislative advocacy services (Attachment 2).

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving the Memorandum of Understanding Between the City of Pleasanton and the Town of Danville, City of Dublin, City of Livermore, and City of San Ramon for Joint Tri-Valley Cities Legislative Advocacy Services
2) Exhibit A to the Resolution – Memorandum of Understanding Between the City of Pleasanton and the Town of Danville, City of Dublin, City of Livermore, and City of San Ramon for Joint Tri-Valley Cities Legislative Advocacy Services
3) Professional Services Agreement with Townsend Public Affairs, Inc. in the amount not to exceed $750,000 for a five-year term
4) Tri-Valley Cities Legislative Framework

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLEASANTON AND THE TOWN OF DANVILLE, CITY OF DUBLIN, CITY OF LIVERMORE, AND CITY OF SAN RAMON FOR JOINT TRI-VALLEY CITIES LEGISLATIVE ADVOCACY SERVICES

WHEREAS, The Tri-Valley Cities of Danville, Dublin, Livermore, Pleasanton, and San Ramon (Tri-Valley Cities) have joined together since 2007 to advocate regarding federal issues and legislation on behalf of the Tri-Valley region and have jointly contracted with a legislative advocacy firm, equally sharing costs to assist in these efforts; and

WHEREAS, The Tri-Valley Cities desire to continue their collaborative efforts under a their Legislative Framework that will focus on advocacy efforts regarding issues and legislation on federal, state, regional, and local levels and to equally share costs of an advocacy firm to assist in these efforts; and

WHEREAS, The Tri-Valley Cities, through a formal Request for Proposals, selected Townsend Public Affairs to serve as their advocacy firm and propose to enter into a five-year agreement, as described in the accompanying Staff Report to this Resolution; and

WHEREAS, The Tri-Valley Cities desire to enter into a Memorandum of Understanding (MOU), attached to this Resolution as **Exhibit A,** to clarify the responsibilities of all parties in regards to Legislative Advocacy Services; and

WHEREAS, the MOU outlines responsibilities of all parties and affirms the agreement to retain Townsend Public Affairs, Inc., to provide legislative advocacy services. The MOU further outlines financial responsibility of each City/Town and specifies a rotating schedule of responsibilities for the Tri-Valley Cities and Town; and

WHEREAS, the City's share of this cost shall not exceed $150,000 over the five-year term of the MOU.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approve the Memorandum of Understanding Between the City of Pleasanton and the Town of Danville, City of Dublin, City of Livermore, and City of San Ramon for Joint Tri-Valley Cities Legislative Advocacy Services.

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

PASSED, APPROVED AND ADOPTED this 18th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE CITY OF PLEASANTON
AND
THE TOWN OF DANVILLE, CITY OF DUBLIN, CITY OF LIVERMORE,
AND CITY OF SAN RAMON
FOR JOINT TRI-VALLEY CITIES LEGISLATIVE ADVOCACY SERVICES

This Memorandum of Understanding (MOU) is entered into as of October 1, 2022, between the City of Pleasanton, and the Town of Danville, City of Dublin, City of Livermore, and City of San Ramon (collectively referred to as the Tri-Valley Cities).

RECITALS

a. The Tri-Valley Cities of Danville, Dublin, Livermore, Pleasanton and San Ramon have joined together since 2007 to advocate regarding federal issues and legislation on behalf of the Tri-Valley region and have jointly contracted with a legislative advocacy firm, equally sharing costs to assist in these efforts.

b. The Tri-Valley Cities of Danville, Dublin, Livermore, Pleasanton and San Ramon desire to continue their collaborative efforts under a new Legislative Framework that will focus on advocacy efforts regarding issues and legislation on Federal, State, Regional, and Local levels and continue to equally share costs of an advocacy firm to assist in these efforts.

c. The Tri-Valley Cities of Danville, Dublin, Livermore, Pleasanton and San Ramon desire to enter into this MOU to clarify the responsibilities of all parties in regards to Legislative Advocacy Services.

d. The term on this agreement is from October 1, 2022 through September 30, 2027.

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

1. The Tri-Valley Cities agree to retain Townsend Public Affairs (Consultant) as the firm to provide Legislative Advocacy Services.

2. The City of Pleasanton is the fiduciary agent and entered an agreement with the Consultant for a term of five (5) years (October 1, 2022 to September 30, 2027). The Agreement amount will not exceed $150,000 annually.

3. Any amendments to the contract term, amount, or scope of work will be discussed and agreed upon by all Tri-Valley Cities. No party will authorize the Consultant to exceed the contracted costs without the consent of all Tri-Valley Cities.

4. The Tri-Valley Cities agree to equally share the costs of Legislative Advocacy Services $30,000 each annually.

5. The City of Pleasanton will bill each of the Tri-Valley Cities for the expenses related to the Service Agreement as follows:

   October 2022 $30,000 (12 months of Service Agreement)
   October 2023 $30,000 (12 months of Service Agreement)
   October 2024 $30,000 (12 months of Service Agreement)
   October 2025 $30,000 (12 months of Service Agreement)
   October 2026 $30,000 (12 months of Service Agreement)

   The Tri-Valley Cities agree to pay the City of Pleasanton within 30 days of receiving an invoice from the City.

6. In the event that the contract is terminated, or the City of Pleasanton no longer wishes to serve as the fiduciary agent, all unspent funds will be returned, in equal portions to each of the Tri-Valley Cities.

7. Should any of the Cities or Town engage the Consultant to initiate a specific task unique to their organization, the financial obligation and project management for that specific task will be the sole responsibility of that agency and will not be covered under this MOU or the Service Agreement with Consultant.

8. Project management for the Tri-Valley Cities Legislative Advocacy work will be rotated annually. The scheduled rotation is as follows:

   July 2022 to June 2023 – Town of Danville
   July 2023 to June 2024 – City of Dublin
   July 2024 to June 2025 – City of Livermore
   July 2025 to June 2026 – City of Pleasanton
   July 2026 to June 2027 – City of San Ramon

THIS AGREEMENT executed the date and year first above written.

TOWN OF DANVILLE

_____
Joseph A. Calabrigo, Town Manager

CITY OF DUBLIN

_____
Linda Smith, City Manager

CITY OF LIVERMORE

_____
Marianna Marysheva, City Manager

CITY OF PLEASANTON

_____
Gerry Beaudin, City Manager

CITY OF SAN RAMON

_____
Joseph Gorton, City Manager

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

ATTEST:

_____
Jocelyn Kwong, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 1 day of October 2019, between the CITY OF PLEASANTON, a municipal corporation ("City"), and Townsend Public Affairs, a corporation whose address is 1401 Dove Street, Suite 330, Newport Beach, California 92660 and telephone number is 510.835.9050, ("Consultant").

RECITALS

A. Consultant is qualified to and experienced in providing, Legislative Advocacy Services 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 contract shall commence on the date written above and shall expire on September 30, 2027.

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 $750,000.

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 reports, drawings, designs, plan review comments and work product shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All reports, drawings, designs, plan review comments, 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 the following minimum insurance coverage, or such greater or broader coverage if available in Consultant's policies, with insures with an A.M. Best's rating of no less than A:VII:

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least $1,000,000 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 $1,000,000 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 $1,000,000.

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: Christopher Townsend
Townsend Public Affairs
1401 Dove Street, Suite 330
Newport Beach , CA 92660

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. **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

_____
Gerry Beaudin, City Manager

CONSULTANT

By: _____

Its: _____

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A

COSTS AND SCOPE OF SERVICES
LEGISLATIVE ADVOCACY SERVICES
FOR TRI-VALLEY CITIES
October 1, 2022 to September 30, 2027

Contract Cost:
Annual Cost of agreement will be $150,000. Cost will be $12,500 monthly to be equally split between the four Cities and one Town in the amount of $2,500 each.

The five year agreement will not exceed $750,000.

Scope:
Throughout the length of the Professional Services Agreement (Agreement), the Consultant will work directly with the TVC to establish scheduled meetings in person, by phone, and/or video conferences.

Task 1 – Develop Legislative Strategy

Each year Consultant will coordinate with the TVC to develop and draft an official legislative platform and strategy that represents the coalition's priorities in Sacramento and Washington, DC. This framework will be shared with key stakeholders in Federal and State Legislatures and California Governor's Administration.

Task 2 – Implementation of Legislative Strategy

Consultant will advocate for the TVC coalition's legislative agenda utilizing the following methods:

- **Build and Strengthen Relevant Relationships**.
- **Leverage Relationships for Strategic Advocacy Action Plan:** Consultant will engage various techniques to leverage their network of key relationships on behalf of the TVC coalition:

    - Schedule meetings for the TVC to discuss relevant legislation
    - Prepare all briefing materials and talking points for the TVC
    - Brief legislative offices and stakeholders on the TVC coalition's legislative agenda
    - Follow-up on meetings to ensure commitments and deliverables are being met

- **Track Legislation:** Consultant will identify, analyze, and monitor all bill introductions and amendments relevant to the TVC Coalition's legislative framework and assess their potential impact on the coalition.
- **Craft Testimony and Position Letters:** Consultant will prepare and submit written and verbal testimony regarding legislation relevant to the TVC coalition. Consultant will also draft and deliver position letters to legislators and key officials on specific bill language.
- **Draft Bill Language:** Consultant will draft language and amendments for relevant legislation, as required to protect and promote the TVC Coalition's agenda.
- **Apprise of State and Federal Funding Opportunities:** The Consultant will provide information on a variety of funding opportunities such as grants and State and Federal Earmarks.
- **Applications/Request for Directed Funding:** The Consultant will prepare letters and conduct advocacy efforts on behalf of the TVC for state budget district funding opportunities. The Consultant will prepare, submit and conduct advocacy efforts on behalf of the TVC for federal community project opportunities (earmarks).
- **Attendance at Meetings:** The Consultant will be available to the TVC for conference calls, in-person briefings, and meetings to further the TVC's advocacy efforts.
- **Prepare and File Lobbying Disclosure Reports:** The Consultant will prepare and file, on behalf of each City/Town within the TVC Coalition, all applicable state and federal lobbying disclosure reports.

Task 3 – Meeting attendance, presentations/meeting facilitation for TVC, City/Town Councils

- Weekly meeting with TVC Staff Liaisons.
- Present TVC coalition efforts to each City/Town Councils once annually.
- Quarterly meetings with Mayors, City Managers, and Liaisons.
- Quarterly dinner meeting and presentation with Tri-Valley City Councils.
- Consultant will be present and accompany Mayors at scheduled advocacy meetings.

Task 4 – Reports

- **Provide Progress Reports:** Consultant will confer regularly with the TVC coalition on Consultant's activities.
  - Consultant will provide a weekly email providing updates on the status of legislative activity, such as bill language, amendments, and committee analyses and other matters of interest to the coalition.

- Consultant will provide an annual report summarizing the accomplishments of the legislative session.





TRI-VALLEY CITIES
Legislative Framework







TRI-VALLEY CITIES VALUES STATEMENT

The Tri-Valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville value regional leadership, innovation, collaboration, and problem solving to maintain and improve the quality of life for Tri-Valley residents and provide a vibrant climate for businesses, and enable continued opportunities for public and private investment within the region.

Each City and Town provides a unique perspective on how to meet the needs of their residents and businesses. The Cities and Town agree to respect the individuality of each community and are committed to open and honest communication with a goal of building consensus and a united approach to advocacy for solutions that will serve the residents and businesses of the Tri-Valley.

TRI-VALLEY CITIES LEGISLATIVE FRAMEWORK

The Tri-Valley Cities Legislative Framework seeks to inform all levels of governmental interaction (e.g., federal, state, regional, local) regarding legislation, policies, and programs that have a direct impact on the region. The TVC has defined Legislative Focus Areas which have an overarching objective to retain and promote local control and decision-making as it relates to the implementation of laws and regulations and to have the ability to integrate them in a manner that meets the unique needs of each community. The TVC will advocate together to achieve outcomes benefiting the region in each of these Focus Areas.

Transportation

Residents of the Tri-Valley region are subject to some of the heaviest commutes in the Bay Area and are impacted by the heavy flow of traffic along the region's freeways, which often spills over onto the local surface streets as commuters pursue alternatives to their commute through the Tri-Valley. A key objective of the region is to reduce congestion on the regions freeways and to increase mobility of goods and people through the Tri-Valley with continued financial investment in transportation infrastructure: developing alternative modes of transportation, modernization of transportation corridors, and creation, modernization, and expansion of rail systems.

Climate and the Environment

The TVC seeks to work collaboratively with federal, state and regional partners to address the new landscape of year-round wildfires, public safety power shut offs, water quality (including PFAS/PFOS contaminants) and supply issues as well as waste and recycling mandates. The TVC will advocate for increasing financial and technical support in these areas as well as an investment in key infrastructure at all levels of government.

Economic Development

The Tri-Valley region is an innovation hub that spurs job growth, sustains a healthy economy and provides a great quality of life for our residents and business. Key objectives are developing a healthy workforce, supporting innovation, capacity building, economic stimulus and growth in the region.

Affordable Housing

The TVC supports balanced solutions which consider housing, jobs, and transportation together and seeks to support, promote and protect affordability in the region's housing stock. Key objectives are to work with federal, state, and regional partners to provide funding for affordable housing through a variety of programs and options and to work to address barriers to building affordable housing.

Mental Health

The TVC recognizes that social services are vital to supporting residents and providing crucial safety net services in our region. While the TVC cities do not provide direct delivery of social services we seek to work together to support our local non-profits and organizations that do provide these services and advocate together for these vital resources and services from all levels of government. Mental health is an emerging need in our region and the TVC seeks to advocate for the needed resources to meet the needs of all of our residents.

Fiscal Sustainability

Fiscal Sustainability is an important role for all levels of government. The TVC seeks to advocate against the imposition of unfunded mandates and the removal of funding streams from local governments.

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Acceptance of Office of Traffic Safety Grant for the Selective Traffic Enforcement Program
Prepared by: Nate Schmidt, Captain Dublin Police Services

EXECUTIVE SUMMARY:

The City Council will consider accepting a traffic safety grant for Dublin Police Services in relation to the City's participation in the Selective Traffic Enforcement Program. This grant program supports best practices and strategies to address crashes involving alcohol and other primary collision factors.

STAFF RECOMMENDATION:

Adopt the **Resolution** Confirming City of Dublin Participation in the State of California Office of Traffic Safety Selective Traffic Enforcement Grant Agreement.

FINANCIAL IMPACT:

New grant funds awarded after the adoption of the Fiscal Year 2022-23 Budget are detailed in the Table below. The eligible expenses are limited to reimbursement of Police Services' overtime costs which are associated with grant program activities; the City absorbs all Sheriff's Department indirect charges and other administrative costs. There is no matching fund requirement and no financial impact to the General Fund.

Fiscal Year	Expenditure Period	Grant Revenue
2022-23	(10/01/2022 -06/30/2023)	$45,000
2023-24	(07/01/2023 -09/30/2023)	$20,000
TOTAL GRANT AWARD		**$65,000**

DESCRIPTION:

The California Office of Traffic Safety (OTS) is awarding grant funds for its Selective Traffic Enforcement Program (STEP), using best practice strategies shown to reduce traffic collisions. Office of Traffic Safety funding is based on the federal fiscal year beginning October 1 of each year, and Dublin Police Services has been awarded and has administered similar grants in the past.

The California OTS recently awarded Dublin Police Services a STEP grant in the amount of $65,000 to cover overtime costs, supplies, and training for special traffic enforcement such as DUI saturation patrols and other related strategies. The funding will cover activities at two DUI checkpoints, 16 DUI saturation patrols, and 12 Traffic Enforcement operations including distracted driving enforcement that targets drivers using handheld cell phones and traffic safety educational presentations.

This program will also develop a "Hot Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat Driving Under the Influence (DUI) offenders with suspended or revoked licenses. There will also be DUI checkpoint operations, patrols focused on distracted driving enforcement, traffic safety education operations, and collaborative enforcement efforts with Livermore and Pleasanton Police Departments. Each of these traffic operations will be conducted to make the streets of Dublin safer for all pedestrians and motorists. The STEP grant will seek voluntary compliance of traffic laws by generating publicity throughout the grant period.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Confirming City of Dublin Participation in the State of California Office of Traffic Safety Selective Traffic Enforcement Grant Agreement
2) Exhibit A to the Resolution - OTS STEP Grant Agreement

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

CONFIRMING CITY OF DUBLIN PARTICIPATION IN THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT GRANT AGREEMENT

WHEREAS, injuries and fatalities resulting from traffic collisions are frequently caused by preventable factors such as driver impairment; and

WHEREAS, On June 22, 2022, a Grant Agreement with the State of California Office of Traffic Safety was awarded to conduct a multi-year Selective Traffic Enforcement Program (STEP); and

WHEREAS, the City was advised after the adoption of the Fiscal Year 2022-23 Budget of the award of $65,000 to be made under the STEP Grant; and

WHEREAS, the total award for the STEP Grant will span Fiscal Years 2022-23 and 2023-24 as described in the Staff Report presented to the City Council on October 18, 2022; and

WHEREAS, the enforcement grant is dedicated to reducing the number of fatal and injury traffic collisions by funding supplemental saturation patrols as well as providing for additional public safety awareness activities; and

WHEREAS, the City Council of the City of Dublin has agreed DUI enforcement, distracted driving enforcement, seat belt enforcement, and awareness are important elements in improving overall public safety.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin confirms the Grant Agreement with the State of California Office of Traffic Safety attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Council accepts the grant award of $65,000.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 18th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Dublin

3. Grant Period
From: 10/01/2022
To: 09/30/2023

4. AGENCY UNIT TO ADMINISTER GRANT
Dublin Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $65,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Kevin Monaghan
TITLE: Sergeant
EMAIL: kmonaghan@acgov.org
PHONE: (925) 556-4562
ADDRESS: 100 Civic Plaza
Dublin, CA 94568

_____ _____
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Garrett Holmes
TITLE: Chief of Police
EMAIL: gholmes@acgov.org
PHONE: (925) 833-6685
ADDRESS: 100 Civic Plaza
Dublin, CA 94568

_____ _____
(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Lisa Hisatomi
TITLE: Administrative Services Director
EMAIL: lisa.hisatomi@dublin.ca.gov
PHONE: (925) 556-4566
ADDRESS: 100 Civic Plaza
Dublin, CA 94568

_____ _____
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

_____ _____
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: H7R6FXBY88V5 REGISTERED ADDRESS: 100 Civic Plaza CITY: Dublin ZIP+4: 94568-7735

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-23	20.608	0521-0890-101	2022	43/22	BA/22	$40,000.00
402PT-23	20.600	0521-0890-101	2022	43/22	BA/22	$25,000.00
				AGREEMENT TOTAL		**$65,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$65,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$65,000.00**

1. PROBLEM STATEMENT

The City of Dublin is a city with a residential population of 72,589 as of 04/01/20. The U.S Census Bureau ranked the City of Dublin as the **third fastest** growing city with a population over 30,000 by percentage in California over the past ten years! In addition, Dublin is the number one fastest growing city by percentage in the entire 9-county San Francisco Bay Area. Through a growing light industry, existing retail business, and planned future residential, retail, and commercial development, the day-time population of Dublin can **increase by over 85**%.

The City of Dublin currently has 126 miles of roadway, with more being planned. The vehicular traffic in Dublin can increase to 115,000 vehicles coming in-and-out of the city on an average day. There are four major roadways thru Dublin which allow for a high volume of vehicular traffic during all hours from the neighboring cities of San Ramon, Pleasanton, and Livermore. All three of these cities are growing as fast, if not faster, than Dublin with retail, commercial, and residential development. Dublin is bordered on the south by Interstate 580 and on the west with Interstate 680 running north and south thru Dublin. Due to the increasing volume of traffic crashes are on the rise while staffing levels remain stagnant.

The Dublin Police Services (DPS) Traffic Unit is staffed with four Traffic Officers and one Sergeant. The DPS Traffic Units will aggressively address driving problems during the hours which they most occur. The Traffic Unit will also address other major primary crash factors. The normal day-to-day Traffic Unit objectives will continue without interruption. As faced with most cities in California, and with the onset and return to normalcy as it related to traffic flows and patterns, Dublin has seen a significant increase in injury crashes.

In 2021 Dublin Police saw an increase of 39.5 percent in injury related traffic collisions. This increase includes 44.9 percent people being injured in those collisions. This is partly due to the mere fact there are more vehicles traveling on Dublin roadways at higher rates of speed than ever before coupled with drivers making unsafe decision behind the wheel. Dublin Police also saw a dramatic increase in DUI related collisions from having only 11 in 2020 to 25 DUI related collision in 2021. This is nearly a 77 percent increase. This significate rise can be attributed to more bars and lounges being open to in-person serving since the ending stages of the pandemic.

The DPS Traffic Unit will effectively and systemically address some of the concerns associated with the rise in injury and DUI related crashes in the City of Dublin. Targeted enforcement for speed violators, distracted driving violators, and the apprehension of impaired drivers will be high priorities under grant funded operations.

The Dublin Police to conduct DUI Checkpoints with the City, which will bring community awareness and education about DUI related crimes. These targeted enforcement engagements should have a significate impart on the City of Dublin's overall collision statistics.

The DPS Traffic Unit will conduct collaborative efforts with surrounding Alameda County agencies, specifically within the Tri-Valley Cities of Livermore, Pleasanton, and Dublin to address staffing shortages to conduct enforcement operations.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.

7. Reduce the number of persons killed in alcohol-involved crashes. 8. Reduce the number of persons injured in alcohol-involved crashes. 9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	6
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to SFST Instructor training.	1
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
11. Conduct DUI Saturation Patrol operation(s).	16
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	12
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
14. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4
15. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted	2

driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	
16. Participate in highly visible collaborative DUI Enforcement operations.	5
17. Participate in highly visible collaborative Traffic Enforcement operations.	3
18. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

- Media RequirementsIssue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is

happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$40,000.00
402PT-23	20.600	State and Community Highway Safety	$25,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-23	$10,225.00	2	$20,450.00
DUI Saturation Patrols	164AL-23	$852.07	16	$13,633.00
Collaborative DUI Enforcement	164AL-23	$852.07	5	$4,260.00
Traffic Enforcement	402PT-23	$852.07	12	$10,225.00
Distracted Driving	402PT-23	$852.07	5	$4,260.00
Pedestrian and Bicycle Enforcement	402PT-23	$852.07	4	$3,408.00
Traffic Safety Education	402PT-23	$852.07	2	$1,704.00
Collaborative Traffic Enforcement	402PT-23	$852.07	3	$2,556.00
Category Sub-Total				$60,496.00
B. TRAVEL EXPENSES				
In State Travel	402PT-23	$2,847.00	1	$2,847.00
				$0.00
Category Sub-Total				$2,847.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-23	$1,656.53	1	$1,657.00
Category Sub-Total				$1,657.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$65,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
INDIRECT COSTS
-
STATEMENTS/DISCLAIMERS
Program Income default statement: There will be no program income generated from this grant. Enforcement Grant Quota Disclaimer: Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(**applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
    - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

        a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
        b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;
        c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
        d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
        e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)
The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to all subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to all subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Agenda Item 4.5

STAFF REPORT
CITY COUNCIL

DATE: October 18, 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 2021, the City returned to in-person meetings and the Brown Act was amended to allow for teleconferencing during a state of emergency. Under the new law, AB 361, the City can continue to conduct virtual meetings where the Governor has proclaimed a State of Emergency, or state or local health officials have imposed or recommended social distancing, if the City Council makes certain required findings. From January 11 – February 10, 2022, and since May 3, 2022, the City Council has operated under a resolution pursuant to AB 361 authorizing teleconferenced meetings for at least 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, June 7, June 21, July 19, August 16, and September 6, 2022, meetings, the City Council adopted Resolution Nos. 39-22, 48-22, 65-22, 84-22, 92-22, 101-22, and 104-22 respectively, 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 continues to be 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, continue to occur in Alameda County and require quarantine periods for exposure; 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 ongoing existence 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 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, 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 18th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Mayor

ATTEST:

_____

City Clerk

Agenda Item 4.6

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Ordinance Amending Chapter 2.24 of the Dublin Municipal Code Pertaining to the City's Conflict of Interest Code
Prepared by: Jordyn Bishop, Assistant City Attorney

EXECUTIVE SUMMARY:

At the June 7, 2022 meeting, the City Council directed Staff to review the City's Conflict of Interest Code and make a determination if there is a need to update the Code. Staff conducted a review of the Code and determined that several positions should be added or deleted. The City Council will consider introducing an ordinance to update the list of designated positions that must file a Statement of Economic Interests (Form 700).

STAFF RECOMMENDATION:

Waive the reading and INTRODUCE the Ordinance Amending Chapter 2.24 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code, and direct Staff to file the 2022 Local Agency Biennial Notice.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The Political Reform Act (Act) prohibits a public official from using their official position to influence a governmental decision in which they have a financial interest. The City must maintain a Conflict of Interest Code that identifies all officials and employees who make governmental decisions based on the positions they hold. The individuals identified in the Conflict of Interest Code must publicly disclose their designated financial interests by filing a Statement of Economic Interests (Form 700).

The City's Conflict of Interest Code is located in Chapter 2.24 of the Dublin Municipal Code. The

City's Code identifies all positions within the City that participate in the making of governmental decisions. These designated positions are required to disclose certain financial interests under state law. A local agency's conflict of interest code is not applicable to mayors, city councilmembers, planning commission members, city managers, or city attorneys, as Government Code Section 87200 requires full Form 700 disclosure for individuals holding these positions.

The Act requires the City to biennially review and determine whether amendments to the Code are required. (Gov. Code § 87306.5.) The last biennial revision to the City's Code was approved on October 6, 2020, and an additional revision was approved on May 18, 2021.

The City Council is the code reviewing body for City agencies. Pursuant to Government Code Section 87306.5, City departments must determine whether amendments to the Code are necessary and notify the City Council whether or not such amendments are required. (Gov. Code §§ 82011(c), 87306.5.)

Based on previous direction from the City Council and the requirements of the Political Reform Act, Staff completed a thorough review of the Conflict of Interest Code, the job specifications for all City employment positions, as well as the FPPC regulations governing the update process and recommends the following changes to Chapter 2.24.

1. Amend Section 2.24.020 of the Conflict of Interest Code entitled, "Designated Positions," to add three (3) City positions determined by Staff to "make or participate in the making of governmental decisions." These positions (and accompanying disclosure categories) are:

    a. Environmental Sustainability Manager (disclosure category 1)
    b. Planning Manager (disclosure category 1)
    c. Management Analyst II (disclosure category 3)

2. Amend Section 2.24.020 of the Conflict of Interest Code entitled, "Designated Positions," to delete two (2) City positions that have been eliminated.

    a. Economic Development Director/Public Information Officer (deleted via Resolution No. 111-21)
    b. Public Works Maintenance Superintendent (deleted via Resolution No. 110-22)

3. Amend Section 2.24.020 of the Conflict of Interest Code titled "Designated Positions" to revise the title of three (3) City positions already designated in the Code. Those positions, and accompanying disclosure category and revisions, are:

    a. Administrative Services Director/Director of Finance (disclosure category 3). Revised to Administrative Services Director (disclosure category 3).
    b. Assistant Director of Administrative Services/Budget (disclosure category 3). Revised to Assistant Director of Administrative Services (disclosure category 3).
    c. City Engineer (disclosure category 1). Revised to Assistant Public Works Director/City Engineer (disclosure category 1).

The City's amended Code will not be effective until it has been adopted by the City Council. (Gov. Code § 87303.) Staff recommends that the City Council waive the reading and introduce the ordinance amending the Conflict of Interest Code consistent with the changes described above, and direct staff to file the 2022 Local Agency Biennial Notice.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Chapter 2.24 of the Dublin Municipal Code Relating to the City's Conflict of Interest Code
2) 2022 Local Agency Biennial Notice

ORDINANCE NO. XX – 22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 2.24 OF THE DUBLIN MUNICIPAL CODE RELATING TO THE CITY'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act codified at Government Code Section 81000 *et seq*., requires every local government agency to review its Conflict of Interest Code biennially to determine whether amendments to the Code are required; and

WHEREAS, following review of the Code, it was determined that the amendments contained in this Ordinance were appropriate.

NOW, THEREFORE, The City Council of the City of Dublin does ordain as follows:

Section 1. Chapter 2.24.020 is amended to read as follows (additions shown in *italics* and deletions shown in ~~strikethrough~~):

For local officials specified in Government Code Section 87200 (including the Mayor, City Councilmembers, Planning Commissioners, City Manager, and City Attorney), no disclosure is required by this conflict of interest code as full disclosure is required by Government Code Section 87200 et seq.

The positions listed in this section are designated positions, and this section is hereby deemed the Appendix referenced in the provisions incorporated by Section 2.24.015. Officers and employees holding those positions are designated public officials, and are deemed to make, or participate in the making of, decisions which may foreseeably have a material financial effect on a financial interest of the designated public official. Each designated public official shall file an annual statement disclosing that public official's interests as required by the disclosure category applicable to that public official.

Designated Position	Disclosure Category
Administrative Services Director~~/Director of Finance~~	3
Assistant City Attorney	1
Assistant City Manager	1
Assistant to the City Manager	1
Assistant Director of Administrative Services~~/Budget~~	3
Assistant Director of Community Development	1
Assistant Director of Parks and Community Services	2, 3
Assistant Public Works Director/City Engineer	*1*
Associate Civil Engineer	1

Capital Improvement Program (CIP) Manager	1
Chief Building Official	1
Chief Information Security Officer	1
City Clerk	3
City Clerk/Records Manager	3
~~City Engineer~~	~~1~~
Code Enforcement Officer	1
Communications Manager	1
Community Development Director	1
"Consultant"* as defined in FPPC Reg. sect. 18700.3	1
Deputy City Clerk	3
Economic Development Director	1
~~Economic Development Director/Public Information Officer~~	~~1~~
Environmental Coordinator	1
Environmental Sustainability Manager	*1*
Finance Analyst	1
Heritage and Cultural Arts Manager	1
Housing Specialist	1
Human Resources Director	3
Human Resources Manager	3
Information Services Manager	3
Management Analyst II	*3*
Parks and Community Services Director	1
Plan Check Engineer	1
Planning Manager	*1*
Principal Planner	1
Public Works Director/Assistant City Engineer	1
Public Works Manager	1
~~Public Works Maintenance Superintendent~~	~~1~~
Public Works Transportation and Operations Manager	1
Recreation Manager	3
Recreation Supervisor	2, 3
Senior Civil Engineer	1
Senior Code Enforcement Officer	1
Senior Management Analyst	3
Senior Planner	1

Special Projects Manager	1
Senior Public Works Inspector	1
Designated Boards and Commissions	**Disclosure Category**
Human Services Commission	1
Heritage and Cultural Arts Commission	1
Parks and Community Services Commission	1

* Consultants/new positions shall be included in the list of designated employees and shall disclose pursuant to the terms of the Disclosure Category 1, subject to the following limitation:

The City Manager may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this chapter. Such a written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Section 81008.)

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

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

PASSED, APPROVED AND ADOPTED this __th day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

2022 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

❑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other *(describe)* _____

❑ **The code is currently under review by the code reviewing body.**

❑ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Agenda Item 4.7

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Consulting Services Agreement with Reach Enterprises for Loyalty Rewards Business Recovery Project
Prepared by: Hazel L. Wetherford, Economic Development Director

EXECUTIVE SUMMARY:

The City Council will consider approving a Consulting Services Agreement between the City of Dublin and Reach Enterprises, Inc for a Loyalty Rewards Business Recovery Project.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Consulting Services Agreement Between the City of Dublin and Reach Enterprises, Inc for a Loyalty Rewards Business Recovery Project.

FINANCIAL IMPACT:

The proposed agreement is for a two-year term and has a not-to-exceed amount of $200,000 which includes $100,000 to create the Project's rewards fund. Sufficient funds were included in the Fiscal Year 2022-23 Budget for this expenditure as part of the American Rescue Plan Act funding.

DESCRIPTION:

On May 3, 2022, the City Council received a report on the City's Business Recovery Playbook, a post-pandemic strategic action plan to support Dublin businesses. The Playbook focuses on three main phases: Assessment, Build, and Implementation. There are several objectives outlined in the Playbook that will continue to provide much-needed resources and programs to Dublin businesses.

Since the report to the City Council, Staff has completed the Assessment phase and moved into the Build and Implementation phases of the Playbook. Developing and launching the Loyalty Rewards Business Recovery Project is part of the Build phase and includes creating a robust loyalty

rewards program and the associated application, onboarding of local businesses, executing a comprehensive marketing campaign, and performing strategic data analysis to better understand and improve the economic climate of Dublin.

The Loyalty Rewards Business Recovery Project will include the creation of a mobile app that will help drive incremental revenues to and provide a competitive advantage for Dublin businesses. One of the goals is to engage consumers and drive more traffic to local businesses on a repetitive trend. As consumers are attracted to Dublin businesses, they will receive rewards each time they shop at a participating business. The consumer will then accumulate Dublin rewards that they can then use at any participating business. By electing to use their rewards, the consumer will have a financial savings off their total cost of goods.

The savings to the consumer that the business provides is covered by the Project's rewards fund that is setup by the City with the consultant. Therefore, the business is not having to cover the discount themselves, impacting their revenues, but rather the City through its use of the American Rescue Plan Act funding is covering the cost. The program will include a $50,000 reward fund each year for a total of $100,000 which can be adjusted as needed depending on the success of the program. The goal is to have the program up and running for this year's holiday season.

Staff considered other loyalty reward program platforms and determined that only one vendor offered a digital solution that provides the range of specialized services needed to implement a comprehensive Loyalty Rewards Business Recovery Project in the City. As such, Reach Enterprises is considered a sole-source vendor and its services are therefore exempt from the City's competitive bidding requirement.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this Staff Report was sent to the consultant.

ATTACHMENTS:

1) Resolution Approving a Consulting Services Agreement Between the City of Dublin and Reach Enterprises Inc for Loyalty Rewards Business Recovery project
2) Exhibit A to the Resolution – Consulting Services Agreement Between the City of Dublin and Reach Enterprises Inc for Loyalty Rewards Business Recovery project

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 REACH ENTERPRISES, INC FOR A LOYALTY REWARDS BUSINESS RECOVERY PROJECT

WHEREAS, on May 3, 2022, the City Council of the City of Dublin received a report on the Business Recovery Playbook, a post-pandemic strategic action plan to support Dublin businesses; and

WHEREAS, the Business Recovery Playbook outlines several objectives to provide much-needed resources and programs, including the creation of a Loyalty Rewards Business Recovery Project; and

WHEREAS, the City desires to enter into an agreement with Reach Enterprises, Inc for a not-to-exceed amount of $200,000 over a two-year term for a Loyalty Rewards Business Recovery Project; and

WHEREAS, due to its specialized platform and expertise, Reach Enterprises has been deemed a sole-source vendor by Staff and is therefore exempt from the City's competitive bidding requirements, per Dublin Municipal Code Sections 2.36.100 (B)(4).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Consulting Services Agreement between the City of Dublin and Reach Enterprises, Inc for a Loyalty Rewards Business Recovery Project, attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement, in substantially the form attached, and to make any minor modifications to the Agreement as necessary to carry out the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 18th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DUBLIN AND
REACH ENTERPRISES, INC
FOR LOYALTY REWARDS BUSINESS RECOVERY PROJECT**

THIS AGREEMENT for consulting services is made by and between the City of Dublin ("City") and Reach Enterprises, Inc ("Consultant") (together sometimes referred to as the "Parties") as of October 4, 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 July 31, 2024, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8. Notwithstanding the foregoing this Agreement may be extended on a month to month basis for up to 6 months upon the written consent of the Consultant and the City Manager, provided that: a) sufficient funds have been appropriated for such purchase, b) the price charged by the Consultant for the provision of the serves described in Exhibit A does not increase. None of the foregoing shall affect the City's right to terminate the Agreement as provided for in Section 8.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $200,000 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 in Exhibit A. 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 according to Exhibit A.

2.2 **Reserved.**

2.3 **Reserved.**

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 **Reserved.**

2.6 **Reserved.**

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:

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

Additional Insured Endorsement as required by the section;

Waiver of Subrogation Endorsement as required by the section; and

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.

9.2 **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:

Reach Enterprises, Inc
Attn: George Northup
1250 Borregas Avenue
Sunnyvale, CA 94089-1309
George@joinreach.com

Any written notice to City shall be sent to:

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

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

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

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

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

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

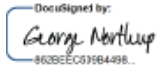
Attest:

Marsha Moore, City Clerk

Approved as to Form:

John D. Bakker, City Attorney

REACH ENTERPRISES, INC



George Northup, President

5182911.1

EXHIBIT A

SCOPE OF SERVICES

The City of Dublin to receive a fully functioning and customized version of the Reach Marketplace. The services include a recommended approach, terms, and timing, what is required from The City of Dublin, the support Reach will provide, and the deliverables The City of Dublin can expect over a two-year term project.

Current Status

Reach will create The City of Dublin version of its platform and mobile app and expects to deploy initially by December 1, 2022, with continued enhancements which can be added thereafter. The City of Dublin version will offer participating small businesses and consumers a compelling experience.

The City of Dublin will work with REACH to identify the small businesses that will be included in the Marketplace at launch.



Recommended Approach

Reach will focus on the data consumers can share and the corresponding analyses it can perform. Reach will facilitate the sharing of timely data critical to understanding purchasing behavior and dynamics, providing The City of Dublin and its small businesses with unique and actionable insights.

Reach recommends the following approach comprised of a proven framework and supporting elements that will help ensure value is optimized:

- **Goals & Objectives –** The goal is to help The City of Dublin better understand the current and prospective capabilities of the Reach Marketplace, how it is different from other platforms and options available, and how it can be leveraged to drive sustainable incremental revenues and create a competitive advantage for its city. And, most importantly, how it can create an engaging mobile app for its consumers that will drive business to local small businesses.

  Specific objectives will be based on the small businesses The City of Dublin designates although it will focus on general consumer purchasing habits and practices, general and small business-specific switching behavior and consumer share-of-wallet, factors keeping consumers from giving the The City of Dublin small businesses all of their business, and campaigns intended to maximize share-of-wallet and to drive more traffic to the small businesses in Dublin.

- **Small Business Participants** to be provided by The City of Dublin

- **Behavior Analyzed –** Based on the scope of data available in The City of Dublin Marketplace, the program will seek to better understand individual consumer purchasing behavior. This includes the small businesses they prefer and the small businesses they buy (stated preference versus the actual small businesses they purchase most frequently and consistently, or what Reach refers to as their Small business Constellation); when, where, and how often those small businesses are purchased; any switching behavior identified and the subset of small businesses from which the consumer chooses; and each consumer's true small business loyalty (overall and by category) as determined by their share-of-wallet for small businesses purchased within a category.

  Once these core behaviors are analyzed, the variance between each consumer's stated preferences and their actual purchases will be highlighted, with the goal of better understanding the differences. Overall small business switching behavior will also be analyzed with a goal of identifying the top causal factors The City of Dublin can work to address via marketing activity Reach can help test and optimize.

  Lastly, a comprehensive initial assessment of consumer habits, practices, and purchases focused on the small businesses, including switching behavior, response to promotions/deals, and current share-of-wallet, will be completed, with preliminary insight into what would be required to maximize each consumer's share-of-wallet. Maximizing share-of-wallet based on the causal factors identified, subsequent testing and validation of those factors, and the iterative testing and optimization of marketing initiatives intended to address them.

  The proposed approach is comprised of the following detailed activity:

	KEY STEP	APPROACH	EXPLANATION
1.	**The City of Dublin invites sufficient consumers to ensure results are projectable**	The City of Dublin to ensure at least 2,500 consumers (residents) enroll. The City of Dublin and Reach to work together on incentive to maximize response.	To ensure the results are projectable on a statistically significant basis, The City of Dublin needs to invite a sufficient number of consumers (e.g., 10K invitations to residents) to yield a minimum of 2,500 active consumers (those that download the mobile app and complete the enrollment process).

	KEY STEP	APPROACH	EXPLANATION
2.	**Assess stated preferences and purchasing behavior**	Reach to send all consumers a survey.	Consumers will be asked to complete a survey (e.g., eight questions) to determine their purchasing behavior, if they consider themselves to be loyal to any small businesses, why (or why not) and some additional information about their purchasing behavior.
3.	**Analyze actual aggregated and individual purchase data**	All spending data based on accounts the consumer links to their profile will be automatically harvested and analyzed. Once completed, the data will be analyzed with a focus on overall and small business-specific switching behavior.	Reach will harvest all aggregate spending **data shared by consumers on an intentional and proactive basis (fully permissioned)**. Aggregate spending is harvested automatically from credit/debit cards and other accounts linked to consumers' profile. Given that aggregate spending data goes back 24 months, The City of Dublin might want to explore behavior pre- and post-COVID to understand how consumer spending and shopping habits changed and if those changes are reverting to their pre-COVID state. Combined spending will be analyzed to determine each consumer's: (i) purchase behavior (details to be discussed with The City of Dublin); (ii) switching behavior, and if they do switch between small businesses, the categories in which it is most prevalent; and (iii) share-of-wallet and any variability in that share over the last 12 months. Consumers with a current share-of-wallet under 90% will be categorized as exhibiting switching behavior and asked to participate in a follow-up survey that will seek to determine causality. Those with a share-of-wallet over 90% will receive a different survey seeking to

			understand the key factors driving their small business loyalty.
4.	**Identify causal factors affecting switching behavior and small business share-of-wallet**	Reach to send consumers sharing spending data a follow-on survey (e,g, 10 questions) tailored to their behavior. Those exhibiting switching behavior will receive a different survey than those appearing to be more loyal.	Insights from the prior analysis will be used to develop a survey intended to provide direct feedback from those that exhibit switching behavior, particularly those that switch between The City of Dublin's small businesses and other small businesses in the category and/or local area. The survey will focus on what is driving the switching behavior, what The City of Dublin can do to mitigate switching and increase its share-of-wallet, and the likelihood of changing individual consumer behavior if The City of Dublin were to make the requisite changes. Consumers that appear to be more "loyal" based on spending will be sent a different survey intended to identify the factors that affect their behavior. These consumers will also be asked what would get them to try or purchase a different small business to better understand how truly committed they are and what could put them at risk.
5.	**Upside opportunity quantified**	Reach to perform analysis of research and spending data to assess potential upside of increasing share-of-wallet.	Analysis of prior switching behavior together with research to determine causality and potential remedies will be used to quantify a realistic upside for each consumer exhibiting switching behavior. Downside risk associated with potentially affecting loyal consumers will be assessed as well.
6.	**Test campaign targeting those showing switching behavior developed and fielded**	Reach will work with The City of Dublin to create campaigns based on research and analysis, with up to 3 campaign variants, each focused on the most relevant remedy for each consumer. (Incentives/promotions)	Implement campaigns that leverage all learning to increase the small business share-of-wallet. The campaigns will be developed jointly by Reach and The City of Dublin, utilizing all available spending data and research, focused on what is most likely to change the behavior of each consumer. Hence, up to 3 campaign variants will be created to ensure the remedy offered to each consumer is personalized.

Terms & Timing

As previously discussed, Reach will charge a total of $200,000 for a two-year program ($100,000 for the app development and management fees ($75,000 year 1 and $25,000 year 2) and $100,000 for consumer rewards ($50,000 year 1 and $50,000 year 2) to be administered by Reach). **This is an 87% discount off**

commercial list price. Given the extremely favorable terms provided, Reach will request payment of the fees and the rewards ($200,000) funding upon signing date due to the fact that Reach will be underwriting the majority of costs for the program from its own funds.

With regard to timing, the Year One program will be defined as follows:

ACTIVITY	TARGET DATE
Proposal Signed & Project Kick-Off	October 5, 2022
The City of Dublin to deliver the list of suggested small businesses	October 10, 2022
The City of Dublin to approve consumer and small business marketing communications/plan	October 12, 2022
Status Update Meetings Once a Month (Last Monday of each Month at 3:00pm PT)	October 24, 2022 (commence)
Reach to confirm and on-board small businesses for launch	October 16 – October 31, 2022
The City of Dublin to Invite Consumers to Download the Mobile App with Goal of Having a Minimum of 2,500 Becoming Members via Incentives	December 1, 2022
Begin Test & Learn	December 1, 2022
Initiate Campaigns and Reward Consumers	December 1, 2022-September 1, 2023
End of Year One Review	September 5, 2023
Confirm Year-Two Program Details	September 5, 2023
Roll-Out Campaigns for Year Two	October 1, 2023 - September 1, 2024

The City of Dublin Responsibilities

The City of Dublin's responsibilities will be: (i) designating the small businesses participating; (ii) approving the proposed approach and making modifications as required; and (iii) inviting a sufficient number of consumers to ensure results are projectable at a statistically significant level.

Based on the need for segmentation based on gender, age/generational segment, geography, and potentially behavior, a minimum of 2,500 consumers sourced by The City of Dublin will be desired. These consumers must download the mobile app from the Apple App Store, enroll and complete their member profile, link all relevant forms-of-payment (in order to be assigned a rewards card), and add small businesses (with which the member wishes to engage). All these steps are required for participation.

Reach Support & Responsibilities

Reach's goal is to provide The City of Dublin with maximum insight and immediate value while making the process as frictionless and flexible as possible. As such, The City of Dublin will have limited responsibility given the turn-key nature of this program and as such Reach will assign one of its full-time staff to oversee and administer this program on behalf of The City of Dublin (at no additional cost) (but does still require The City of Dublin to invite small businesses and consumers). Regardless of the level of participation, Reach

will do all the "heavy-lifting," making the process as frictionless for the consumers as it will for the small businesses.

Deliverables

Reach will provide The City of Dublin with the following key deliverables:

- **Research detailing current consumer stated preferences and behavior** – This research will offer insights into basic purchasing habits and practices (specifics to be determined in collaboration with The City of Dublin), stated small business switching behavior (current and historical), and small business corresponding stated share-of-wallet.
- **Analysis of current and historical aggregated and spending data –** This analysis will determine actual consumer preferences and behavior, as Reach will address the same purchasing habits and practices, switching behavior, and each consumer's share-of-wallet for the small businesses. The data will also be analyzed to determine if there are any obvious clues influencing consumer behavior based on geography, where consumers typically purchase the small businesses and other criteria.
- **Research to understand the differences between stated and actual behavior, determine what is driving switching behavior, and identify opportunities to increase share-of-wallet -** Prior research and analysis of spending data should provide sufficient insight to optimize the design of this research, which will determine what drives switching (or loyal) behavior, and correspondingly, what The City of Dublin can do to mitigate switching and increase small business share-of-wallet. The research will identify the top 2 – 3 actionable issues that are keeping consumers from giving The City of Dublin more of their business. It will also estimate the economic value (based on sensitivity analysis with high and low estimates) of increasing individual consumer share-of-wallet.
- **Campaigns designed to address one of those issues that will be deployed among The City of Dublin consumer base** - development of campaigns using proven best practices intended to increase small business share-of-wallet on a sustainable basis. The campaigns will combine true personalization with a combination of incentives designed to drive an immediate and sustainable increase in small business share-of-wallet.

To ensure The City of Dublin can build on the momentum, test alternative approaches to increasing share-of-wallet and identify the campaign(s) most likely to maximize value, the following section outlines how The City of Dublin and Reach can move forward beyond Year One.

Moving Forward Beyond Year One

The goal of Year Two is to build on initial learning and the results of the campaigns to identify the optimal approach to increasing and sustaining increased share-of-wallet across the consumer base. This will likely include iterative testing of alternative remedies, incentives, and campaigns, as well as what The City of Dublin can do to ensure continuity so that increases in share-of-wallet are sustained or grow over time.

In addition to optimizing performance for consumers sourced from the The City of Dublin, Reach can work with The City of Dublin to expand its reach into other target segments. Given the scope of the personal information consumers are willing to share on what Reach calls a Zero-Party Plus basis, understanding the behavior of any target segment and the overall approach most likely to resonate with them is far easier.

The same goes for new consumer acquisition, as Reach can use Zero-Party Plus data to create highly granular and accurate profiles of The City of Dublin's best consumers for use in "like-me" modeling to improve the efficiency and effectiveness of current efforts to identify new consumers for The City of Dublin Marketplace.

The proposed next steps are:

- **The City of Dublin to review proposal and provide signature by October 5, 2022**
- **The City of Dublin to provide small businesses that will participate** – Target small business to be selected by October 31, 2022.
- **The City of Dublin to work with Reach on planned consumer solicitation effort –** The City of Dublin and Reach will collaborate on the solicitation effort and corresponding incentive offered to ensure maximum participation/enrollment commencing by December 1, 2022.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

As previously discussed, Reach will charge a total of $200,000 for a two-year program ($100,000 for the app development and management fees ($75,000 year 1 and $25,000 year 2) and $100,000 for consumer rewards ($50,000 year 1 and $50,000 year 2) to be administered by Reach). This is an 87% discount off commercial list price. Given the extremely favorable terms provided, Reach will request payment of the fees and the rewards ($200,000) funding upon signing date due to the fact that Reach will be underwriting the majority of costs for the program from its own funds.

No other expenses to be incurred on this project.

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.

Agenda Item 4.8

STAFF REPORT
CITY COUNCIL

DATE: October 18, 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 September 1, 2022 – September 30, 2022 totaling $6,182,554.45.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

SUMMARY OF PAYMENTS ISSUED
September 1, 2022 – September 30, 2022

Total Number of Payments: 247
Total Amount of Payments: $6,182,554.45

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning September 1, 2022 through September 30, 2022. This report is provided in accordance with the policy adopted November 15, 2011, in Resolution No.189-11. The listing of payments has been reviewed in accordance with the policies for processing payments and expenditures.

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

audited comprehensive annual financial report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Payment Issuance Report for September 2022

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description	Amount
9/1/2022	CAL PERS	PERS RETIREMENT PLAN: PE 8/26/22	82,952.19
9/1/2022	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 8/26/22	67,905.03
		Payments Issued 9/1/2022 Total:	**150,857.22**
9/2/2022	CALPERS	FEES FOR GASB-68 REPORTS & SCHEDULES	700.00
9/2/2022	DSRSD	SERVICE TO 7/31/2022	557.53
	DSRSD	SERVICE TO 7/31/2022	329.66
	DSRSD	SERVICE TO 7/31/2022	568.66
	DSRSD	SERVICE TO 7/31/2022	844.45
	DSRSD	SERVICE TO 7/31/2022	338.98
	DSRSD	SERVICE TO 7/31/2022	25,692.96
	DSRSD	SERVICE TO 7/31/2022	353.37
	DSRSD	SERVICE TO 7/31/2022	798.76
	DSRSD	SERVICE TO 7/31/2022	456.34
	DSRSD	SERVICE TO 7/31/2022	8,245.05
	DSRSD	SERVICE TO 7/31/2022	732.97
	DSRSD	SERVICE TO 7/31/2022	432.91
	DSRSD	SERVICE TO 7/31/2022	4,481.18
	DSRSD	SERVICE TO 7/31/2022	694.56
	DSRSD	SERVICE TO 7/31/2022	578.44
	DSRSD	SERVICE TO 7/31/2022	1,459.96
	DSRSD	SERVICE TO 7/31/2022	3,021.58
	DSRSD	SERVICE TO 7/31/2022	339.76
	DSRSD	SERVICE TO 7/31/2022	7,292.75
	DSRSD	SERVICE TO 7/31/2022	329.29
	DSRSD	SERVICE TO 7/31/2022	1,252.27
	DSRSD	SERVICE TO 7/31/2022	700.47
	DSRSD	SERVICE TO 7/31/2022	1,379.86
	DSRSD	SERVICE TO 7/31/2022	535.60
	DSRSD	SERVICE TO 7/31/2022	511.60
	DSRSD	SERVICE TO 7/31/2022	414.21
	DSRSD	SERVICE TO 7/31/2022	640.39
	DSRSD	SERVICE TO 7/31/2022	2,498.27
	DSRSD	SERVICE TO 7/31/2022	829.52
	DSRSD	SERVICE TO 7/31/2022	762.04
	DSRSD	SERVICE TO 7/31/2022	1,451.06
	DSRSD	SERVICE TO 7/31/2022	327.52
	DSRSD	SERVICE TO 7/31/2022	1,474.77
	DSRSD	SERVICE TO 7/31/2022	2,364.77
	DSRSD	SERVICE TO 7/31/2022	8,450.58
	DSRSD	SERVICE TO 7/31/2022	386.35
	DSRSD	SERVICE TO 7/31/2022	601.11

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description	Amount
	DSRSD	SERVICE TO 7/31/2022	908.16
	DSRSD	SERVICE TO 7/31/2022	1,158.82
	DSRSD	SERVICE TO 7/31/2022	3,619.67
	DSRSD	SERVICE TO 7/31/2022	343.01
	DSRSD	SERVICE TO 7/31/2022	1,341.27
	DSRSD	SERVICE TO 7/31/2022	833.97
	DSRSD	SERVICE TO 7/31/2022	1,246.03
	DSRSD	SERVICE TO 7/31/2022	1,179.28
	DSRSD	SERVICE TO 7/31/2022	8,496.33
	DSRSD	SERVICE TO 7/31/2022	2,529.42
	DSRSD	SERVICE TO 7/31/2022	1,408.02
	DSRSD	SERVICE TO 7/31/2022	820.62
	DSRSD	SERVICE TO 7/31/2022	7,490.61
	DSRSD	SERVICE TO 7/31/2022	655.97
	DSRSD	SERVICE TO 7/31/2022	371.17
	DSRSD	SERVICE TO 7/31/2022	11,109.02
	DSRSD	SERVICE TO 7/31/2022	1,252.27
	DSRSD	SERVICE TO 7/31/2022	317.21
	DSRSD	SERVICE TO 7/31/2022	1,247.82
	DSRSD	SERVICE TO 7/31/2022	774.66
	DSRSD	SERVICE TO 7/31/2022	3,241.42
	DSRSD	SERVICE TO 7/31/2022	1,157.36
	DSRSD	SERVICE TO 7/31/2022	27,294.40
	DSRSD	SERVICE TO 7/31/2022	9,744.33
	DSRSD	SERVICE TO 7/31/2022	1,611.66
	DSRSD	SERVICE TO 7/31/2022	1,230.02
	DSRSD	SERVICE TO 7/31/2022	776.46
	DSRSD	SERVICE TO 7/31/2022	3,726.47
	DSRSD	SERVICE TO 7/31/2022	8,208.33
	DSRSD	SERVICE TO 7/31/2022	338.56
	DSRSD	SERVICE TO 7/31/2022	12,587.20
	DSRSD	SERVICE TO 7/31/2022	13,705.60
	DSRSD	SERVICE TO 7/31/2022	887.37
	DSRSD	SERVICE TO 7/31/2022	2,302.47
	DSRSD	SERVICE TO 7/31/2022	2,306.92
	DSRSD	SERVICE TO 7/31/2022	1,817.42
	DSRSD	SERVICE TO 7/31/2022	1,456.97
	DSRSD	SERVICE TO 7/31/2022	7,296.33
	DSRSD	SERVICE TO 7/31/2022	1,385.77
	DSRSD	SERVICE TO 7/31/2022	454.86
	DSRSD	SERVICE TO 7/31/2022	8,577.93
	DSRSD	SERVICE TO 7/31/2022	1,163.27
	DSRSD	SERVICE TO 7/31/2022	4,915.53
	DSRSD	SERVICE TO 7/31/2022	1,167.

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
	DSRSD	SERVICE TO 7/31/2022		387.51
	DSRSD	SERVICE TO 7/31/2022		721.26
	DSRSD	SERVICE TO 7/31/2022		2,711.87
	DSRSD	SERVICE TO 7/31/2022		672.31
	DSRSD	SERVICE TO 7/31/2022		663.41
	DSRSD	SERVICE TO 7/31/2022		31,741.88
	DSRSD	SERVICE TO 7/31/2022		28,741.75
	DSRSD	SERVICE TO 7/31/2022		1,117.31
	DSRSD	SERVICE TO 7/31/2022		647.07
	DSRSD	SERVICE TO 7/31/2022		495.77
	DSRSD	SERVICE TO 7/31/2022		3,446.12
	DSRSD	SERVICE TO 7/31/2022		2,146.72
	DSRSD	SERVICE TO 7/31/2022		805.81
	DSRSD	SERVICE TO 7/31/2022		749.42
	DSRSD	SERVICE TO 7/31/2022		860.67
	DSRSD	SERVICE TO 7/31/2022		6,133.06
	DSRSD	SERVICE TO 7/31/2022		9,596.02
			Check Total:	338,225.21
9/2/2022	DSRSD	SERVICE TO 7/31/2022		85.26
	DSRSD	SERVICE TO 7/31/2022		158.35
	DSRSD	SERVICE TO 7/31/2022		108.08
	DSRSD	SERVICE TO 7/31/2022		210.48
	DSRSD	SERVICE TO 7/31/2022		149.28
	DSRSD	SERVICE TO 7/31/2022		156.16
	DSRSD	SERVICE TO 7/31/2022		57.86
	DSRSD	SERVICE TO 7/31/2022		313.15
	DSRSD	SERVICE TO 7/31/2022		113.15
	DSRSD	SERVICE TO 7/31/2022		104.27
	DSRSD	SERVICE TO 7/31/2022		211.24
	DSRSD	SERVICE TO 7/31/2022		262.91
	DSRSD	SERVICE TO 7/31/2022		267.36
	DSRSD	SERVICE TO 7/31/2022		180.95
	DSRSD	SERVICE TO 7/31/2022		302.09
	DSRSD	SERVICE TO 7/31/2022		132.52
	DSRSD	SERVICE TO 7/31/2022		51.36
	DSRSD	SERVICE TO 7/31/2022		94.20
	DSRSD	SERVICE TO 7/31/2022		119.44
	DSRSD	SERVICE TO 7/31/2022		94.96
	DSRSD	SERVICE TO 7/31/2022		98.62
	DSRSD	SERVICE TO 7/31/2022		120.97
	DSRSD	SERVICE TO 7/31/2022		169.93
	DSRSD	SERVICE TO 7/31/2022		290.80
	DSRSD	SERVICE TO 7/31/2022		302.26
	DSRSD	SERVICE TO 7/31/2022		142.76

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
	DSRSD	SERVICE TO 7/31/2022		153.12
	DSRSD	SERVICE TO 7/31/2022		308.87
	DSRSD	SERVICE TO 7/31/2022		187.42
	DSRSD	SERVICE TO 7/31/2022		94.96
	DSRSD	SERVICE TO 7/31/2022		95.89
	DSRSD	SERVICE TO 7/31/2022		57.86
	DSRSD	SERVICE TO 7/31/2022		57.86
	DSRSD	SERVICE TO 7/31/2022		57.86
	DSRSD	SERVICE TO 7/31/2022		57.86
	DSRSD	SERVICE TO 7/31/2022		57.86
	DSRSD	SERVICE TO 7/31/2022		57.86
	DSRSD	SERVICE TO 7/31/2022		215.42
	DSRSD	SERVICE TO 7/31/2022		206.52
	DSRSD	SERVICE TO 7/31/2022		234.06
	DSRSD	SERVICE TO 7/31/2022		245.11
	DSRSD	SERVICE TO 7/31/2022		218.41
	DSRSD	SERVICE TO 7/31/2022		80.46
	DSRSD	SERVICE TO 7/31/2022		254.01
	DSRSD	SERVICE TO 7/31/2022		229.89
			Check Total:	7,169.71
9/2/2022	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 8/26/22		21,344.31
9/2/2022	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 8/26/22		3,269.14
9/2/2022	I C M A 401 PLAN	DEFERRED COMP 401A: PE 8/26/22		1,714.91
9/2/2022	I C M A 457 PLAN	DEFERRED COMP 457: PE 8/26/22		23,394.10
9/2/2022	US BANK - PARS	PARS: PE 8/26/22		4,103.49
			Payments Issued 9/2/2022 Total:	**399,920.87**
9/7/2022	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT JUL 2022		39,150.60
			Payments Issued 9/7/2022 Total:	**39,150.60**
9/8/2022	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS SERVICES		5,382.00
9/8/2022	AT&T	SERVICE TO PSC 08/14/2022		50.24
9/8/2022	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION		85.00
	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION		890.72
			Check Total:	975.72
9/8/2022	BOUND TREE MEDICAL, LLC.	POLICE EVIDENCE SUPPLIES		208.13
9/8/2022	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		535.50
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		357.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		140.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		420.00
			Check Total:	1,452.50
9/8/2022	CIVICWELL	ICLEI MEMBER DUES		1,200.00
9/8/2022	EAST BAY POOL SERVICE, INC.	THE WAVE POOL & SLIDE MAINTENANCE		10,560.00
9/8/2022	HIREAUVPRO.COM	SPLATTER FESTIVAL DRONE SHOW		40,000.00

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
9/8/2022	MEYERS NAVE	FALLON VILLAGE GHAD PROF SVCS JUL 2022		2,614.50
	MEYERS NAVE	SCHAEFER RANCH GHAD PROF SVCS JUL 2022		3,001.00
			Check Total:	5,615.50
9/8/2022	MINUTEMAN PRESS	DUBLIN BLVD PAVEMENT NOTICE PRINTING		853.81
9/8/2022	NATIONAL AQUATIC SAFETY CO LLC	LIFEGUARD AUDIT AND TRAINING		2,131.40
9/8/2022	PLEASANTON VIP SENIOR CLUB	SENIOR TRAVEL PROGRAM - AUG 23, 2022 TRIP		250.00
9/8/2022	QUADIENT FINANCE USA, INC.	POSTAGE FOR POLICE DEPT - JUL 2022		299.70
9/8/2022	R. YOUNAN LLC	YOUTH SPORTS INSTRUCTION		936.00
9/8/2022	SKATESATIONAL	SKATING INSTRUCTIONAL SVCS		480.00
9/8/2022	THE FORD STORE SAN LEANDRO	2022 FORD EXPLORER POLICE VEHICLE (D17)		40,842.08
9/8/2022	UNIVAR SOLUTIONS	THE WAVE POOL CHEMICALS		2,544.39
9/8/2022	VALERIE DEAM	IRISH DANCE INSTRUCTION		352.80
	VALERIE DEAM	IRISH DANCE INSTRUCTION		201.60
	VALERIE DEAM	IRISH DANCE INSTRUCTION		201.60
	VALERIE DEAM	IRISH DANCE INSTRUCTION		352.80
	VALERIE DEAM	IRISH DANCE INSTRUCTION		352.80
			Check Total:	1,461.60
9/8/2022	WARREN PAYLADO	ART CLASS INSTRUCTION		2,149.20
			Payments Issued 9/8/2022 Total:	**117,392.27**
9/13/2022	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS SERVICES		5,740.80
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS SERVICES		717.60
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS SERVICES		1,076.40
			Check Total:	7,534.80
9/13/2022	AMP PRINTING, INC.	BUSINESS CARDS-PD STAFF		105.94
	AMP PRINTING, INC.	BUSINESS CARDS-PCS STAFF		153.08
			Check Total:	259.02
9/13/2022	AMY'S ENGRAVED SIGNS & AWARDS	EMPLOYEE NAMEPLATE		27.56
9/13/2022	AT&T	SERVICE TO FS2-3 08/26/2022		330.71
	AT&T	SERVICE TO PW FAX 08/27/2022		26.38
	AT&T	SERVICE TO SHANNON FAX 08/27/2022		26.38
			Check Total:	383.47
9/13/2022	BARG COFFIN LEWIS & TRAPP, LLP	LEGAL SERVICES - ATTORNEY FEES		2,200.00
9/13/2022	BAY AREA NEWS GROUP	ADVERTISING FOR SPLATTER		1,772.00
9/13/2022	BLUETOAD, INC.	2022 FALL/WINTER E-GUIDE		855.00
9/13/2022	BRINKS, INC.	ARMORED CAR SERVICE AUG 2022		260.12
9/13/2022	BUBBLEMANIA AND COMPANY LLC	SPLATTER FESTIVAL ENTERTAINMENT		735.00
9/13/2022	BUSTA-GROOVE, INC.	PERFORMANCE AT 40TH ANNIVERSARY GALA		3,500.00
9/13/2022	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		1,666.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		595.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		595.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		560.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		560.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		560.00

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
			Check Total:	4,536.00
9/13/2022	CAMELLIA PLACE	COVID-19 RENT ASSISTANCE PROGRAM		6,000.00
	CAMELLIA PLACE	COVID-19 RENT ASSISTANCE PROGRAM		6,000.00
			Check Total:	12,000.00
9/13/2022	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		865.20
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		1,236.00
			Check Total:	2,101.20
9/13/2022	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		115.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		62.40
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		105.60
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		91.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		86.40
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		52.80
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		100.80
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		81.60
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		115.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		91.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR		91.20
			Check Total:	993.60
9/13/2022	CITY OF FOSTER CITY	CALOPPS ANNUAL FEE FY 22-23		3,786.00
9/13/2022	CODE FOR FUN	CODING INSTRUCTION		203.00
	CODE FOR FUN	CODING INSTRUCTION		406.00
	CODE FOR FUN	CODING INSTRUCTION		609.00
			Check Total:	1,218.00
9/13/2022	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		343.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		857.50
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		343.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		201.60
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		336.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		840.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		504.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		672.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		672.00
			Check Total:	4,769.10
9/13/2022	CONTRACT SWEEPING SERVICES	STREET SWEEPING SERVICES - MAR 2022		463.50
9/13/2022	COOKING ROUND THE WORLD	COOKING CLASSES INSTRUCTION		2,850.00
	COOKING ROUND THE WORLD	COOKING CLASSES INSTRUCTION		2,850.00
	COOKING ROUND THE WORLD	COOKING CLASSES INSTRUCTION		481.40
			Check Total:	6,181.40
9/13/2022	DARING ARTS MOVEMENT	SPLATTER FESTIVAL ENTERTAINMENT		1,200.00
9/13/2022	DEPARTMENT OF JUSTICE	FINGERPRINTING SERVICES JULY 2022		160.00
9/13/2022	DRYCO CONSTRUCTION, INC.	BOND/DEPOSIT REFUND		2,050.00
9/13/2022	DUBLIN FAMILY LP	COVID-19 RENT ASSISTANCE PROGRAM		754.00
9/13/2022	DUBLIN STATION BY WINDSOR	COVID-19 RENT ASSISTANCE PROGRAM		6,000.00

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
9/13/2022	EVERYTHING GROWS INTERIOR	INTERIOR PLANT CARE & MAINT AUG 2022		204.51
9/13/2022	FAIRWAY FAMILY	COVID-19 RENT ASSISTANCE PROGRAM		6,000.00
	FAIRWAY FAMILY	COVID-19 RENT ASSISTANCE PROGRAM		2,395.00
	FAIRWAY FAMILY	COVID-19 RENT ASSISTANCE PROGRAM		3,000.00
			Check Total:	11,395.00
9/13/2022	FUN WITH ACADEMICS, LLC	AFTER SCHOOL SUMMER CAMPS		139.30
	FUN WITH ACADEMICS, LLC	AFTER SCHOOL SUMMER CAMPS		417.90
			Check Total:	557.20
9/13/2022	GHILOTTI BROS, INC.	DUBLIN BLVD PAVEMENT REHAB PROJECT		23,731.80
9/13/2022	GOODFELLOW SEQUOIA AJV	IRON HORSE TRAIL BRIDGE AT DUBLIN BLVD		679,375.00
9/13/2022	GURUS EDUCATION EAST BAY	PUBLIC SPEAKING & EFFECTIVE WRITING		5,850.00
	GURUS EDUCATION EAST BAY	PUBLIC SPEAKING & EFFECTIVE WRITING		356.40
	GURUS EDUCATION EAST BAY	PUBLIC SPEAKING & EFFECTIVE WRITING		409.50
			Check Total:	6,615.90
9/13/2022	INTERNATIONAL CODE COUNCIL INC	ICC CODE BOOKS - '21 ISPSC SWIMMING POOL		181.91
	INTERNATIONAL CODE COUNCIL INC	J MANUAL: RES LOAD CALC - 8TH - ICC BOOK		165.38
			Check Total:	347.29
9/13/2022	LANA STARR	FLOWERS/CENTERPIECES RUBY AFFAIR		2,745.00
9/13/2022	LOGOBOSS	BUSINESS ANNIVERSARY PLAQUES		3,174.49
9/13/2022	MAKE ME A PRO SPORTS	EDUCATIONAL SPORTS CAMPS		3,348.00
9/13/2022	MINUTEMAN PRESS	TASTE THE WORLD IN DUBLIN CAMPAIGN		121.39
9/13/2022	NATIONAL LEAGUE OF CITIES	NATIONAL LEAGUE OF CITIES DUES FY 22-23		4,106.00
9/13/2022	ON THE VINE CATERING	CATERING FOR THE RUBY AFFAIR GALA		22,665.79
9/13/2022	PG&E	SERVICE TO EGP 08/11/2022		2,224.61
	PG&E	SERVICE TO BRAY CMMN 08/11/2022		67.54
	PG&E	SERVICE TO PIAZZA SORRENTO 08/11/2022		16.21
	PG&E	SERCVICE TO DEVANY 08/11/2022		17.88
	PG&E	SERVICE TO 3142 CENTRAL PKWY 08/11/2022		13.09
	PG&E	SERVICE TO FALLON IRRIG 08/11/2022		9.86
	PG&E	SERVICE TO VARIOUS IRRIG 08/11/2022		36.26
	PG&E	SERVICE TO VARIOUS IRRIG 08/11/2022		68.70
	PG&E	SERVICE TO TASSAJARA TC 08/10/2022		103.09
	PG&E	SERVICE TO FALLON TC 08/12/2022		109.93
	PG&E	SERVICE TO DB TC 08/12/2022		103.87
			Check Total:	2,771.04
9/13/2022	PLAY-WELL TEKNOLOGIES	STEM INSTRUCTION		2,013.00
	PLAY-WELL TEKNOLOGIES	STEM INSTRUCTION		951.60
			Check Total:	2,964.60
9/13/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON AUG 2022		68.50
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD AUG 2022		45.80
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON AUG 2022		80.90
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CTR AUG 2022		86.12
			Check Total:	281.32
9/13/2022	RAY L DUEY	SPLATTER FESTIVAL ENTERTAINMENT		1,500.00

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description	Amount
9/13/2022	ROBERT FERGUSON	SKATING INSTRUCTION	2,884.20
9/13/2022	S & J ADVERTISING INC	SPLATTER FESTIVAL ADVERTISEMENTS	420.00
9/13/2022	SELECT IMAGING	CMO MAILING LABELS	1,150.83
9/13/2022	SHUK I EROS LO	LIVESCAN PAYMENT REIMBURSEMENT	45.43
9/13/2022	SIMPLER SYSTEMS, INC	IMPLEMENT SIMPLER 2.0	123.95
	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT AUG	1,500.00
	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT SEP	1,500.00
	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT JUL	1,500.00
		Check Total:	4,623.95
9/13/2022	SPECIAL EVENTS	THURSDAY NIGHT CONCERT EQUIPMENT	1,431.55
9/13/2022	SQUAD ESTATES	YOUTH SPORTS SERVICES	2,382.60
	SQUAD ESTATES	YOUTH SPORTS SERVICES	1,881.00
	SQUAD ESTATES	YOUTH SPORTS SERVICES	2,131.80
	SQUAD ESTATES	YOUTH SPORTS SERVICES	2,006.40
	SQUAD ESTATES	YOUTH SPORTS SERVICES	752.40
	SQUAD ESTATES	YOUTH SPORTS SERVICES	1,254.00
	SQUAD ESTATES	YOUTH SPORTS SERVICES	2,508.00
	SQUAD ESTATES	YOUTH SPORTS SERVICES	2,131.80
		Check Total:	15,048.00
9/13/2022	STANFORD HEALTH -VALLEYCARE	EMPLOYEE MEDICAL SERVICES	70.00
9/13/2022	STEMLAB, LLC	STEM LEARNING INSTRUCTION	1,950.00
9/13/2022	SUZANNE YOUNG	COVID-19 RENT ASSISTANCE PROGRAM	3,390.00
9/13/2022	THE THEATER FACTORY	THEATER AND FILM INSTRUCTION	4,959.00
9/13/2022	THOMAS T. WEI	COVID-19 RENT ASSISTANCE PROGRAM	6,000.00
9/13/2022	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLNG COMM	539.54
9/13/2022	VALERIE DEAM	IRISH DANCE INSTRUCTION	453.60
	VALERIE DEAM	IRISH DANCE INSTRUCTION	504.00
		Check Total:	957.60
9/13/2022	VILLAGE MUSIC SCHOOL	MUSIC INSTRUCTION	2,484.00
9/13/2022	WARREN PAYLADO	ART CLASS INSTRUCTION	1,440.00
	WARREN PAYLADO	ART CLASS INSTRUCTION	840.00
		Check Total:	2,280.00
9/13/2022	WATERFORD PLACE APARTMENTS	COVID-19 RENT ASSISTANCE PROGRAM	4,300.00
9/13/2022	WEE HOOP, INC.	BASKETBALL INSTRUCTION	864.00
	WEE HOOP, INC.	BASKETBALL INSTRUCTION	561.60
		Check Total:	1,425.60
9/13/2022	WESCO GRAPHICS INC	ACTIVITY GUIDE & CITY REPORTS PRINTING	10,700.34
9/13/2022	WFG NATIONAL TITLE INSURANCE	TITLE GUARANTEE 7190 INCLINED PL CODE ENF	425.00
9/13/2022	WILLDAN HOMELAND SOLUTIONS	ENERGY EFFICIENCY/INFRASTRUCTURE IMPROV	492,668.00
		Payments Issued 9/13/2022 Total:	**1,387,397.14**
9/16/2022	ALEXANDER GONSALVES	MILEAGE REIMBURSEMENT AUG 2022	179.01
9/16/2022	DYLAN OLINGHOUSE-CHIANG	MILEAGE REIMBURSEMENT AUG 2022	111.15
9/16/2022	ELIZABETH ELLIOTT	MILEAGE REIMBURSEMENT AUG 2022	28

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description	Amount
9/16/2022	JEAN JOSEY	NLC SUMMER BOARD CONF REIMB 2022	122.57
9/16/2022	KATIE RAASCH	MILEAGE REIMBURSEMENT AUG 2022	3.51
9/16/2022	MICHAEL CASS	EMPLOYEE APPRECIATION PICNIC SUPPLIES	120.00
9/16/2022	NICOLE WANZENRIED	MILEAGE REIMBURSEMENT AUG 2022	55.58
9/16/2022	ZARIAN PETITHOMME	MILEAGE REIMBURSEMENT AUG 2022	379.96
		Payments Issued 9/16/2022 Total:	**1,000.21**
9/17/2022	CAL PERS	PERS RETIREMENT PLAN: PE 9/9/22	85,037.71
9/17/2022	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 9/9/22	22,065.76
9/17/2022	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 9/9/22	4,769.14
9/17/2022	I C M A 401 PLAN	DEFERRED COMP 401A: PE 9/9/22	1,714.91
9/17/2022	I C M A 457 PLAN	DEFERRED COMP 457: PE 9/9/22	23,684.18
9/17/2022	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 9/9/22	69,784.29
9/17/2022	US BANK - PARS	PARS: PE 9/9/22	4,358.03
		Payments Issued 9/17/2022 Total:	**211,414.02**
9/20/2022	ADAMSON POLICE PRODUCTS	POLICE SUPPLIES	52.81
9/20/2022	ALAMEDA CO SHERIFF'S OFFICE	BEHAVIORAL HEALTH UNIT CARDS	4.84
9/20/2022	ALAMEDA COUNTY FIRE	FIRE SERVICES AUG 2022	1,299,913.08
9/20/2022	ALAMEDA COUNTY INFO TECH DEPT	PICTOMETRY AERIAL IMAGING LICENSE	2,400.00
9/20/2022	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	1,818.72
	ALL CITY MANAGEMENT SVCS INC	SCHOOL CROSSING GUARD SVCS	12,747.51
		Check Total:	14,566.23
9/20/2022	ANGEL HOUZE CLAY ART	CLAY ARTS INSTRUCTION	450.00
9/20/2022	AT&T	SERVICE TO FS16 08/27/2022	51.08
	AT&T	SERVICE TO CIVIC 08/27/2022	26.38
	AT&T	CLARK AVE 08/27/2022	26.38
	AT&T	CLARK AVE 08/27/2022	26.38
	AT&T	PSC 600M INTERNET DATA SERVICES	1,755.15
		Check Total:	1,885.37
9/20/2022	AT&T - CALNET 3	ASE CIRCUITS-SERVICE TO 8/31/22 9391081339	2,724.51
	AT&T - CALNET 3	SHANNON CENTER ALARM 9391063350	23.82
	AT&T - CALNET 3	SHANNON CENTER T1 9391033796	167.08
	AT&T - CALNET 3	SENIOR CTR T1 9391033794	167.08
		Check Total:	3,082.49
9/20/2022	AVALON BAY COMMUNITIES, INC.	COVID-19 RENT ASSISTANT PROGRAM	6,000.00
9/20/2022	BAY AREA NEWS GROUP	PUBLIC NOTICE AUGUST 2022 - DISTRICT	124.12
9/20/2022	BEST LOCKERS, LLC	THE WAVE LOCKER SERVICE	6,780.06
9/20/2022	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	80.26
	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	197.05
	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	644.50
	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION	155.46
		Check Total:	1,077.27
9/20/2022	CA SURVEYING & DRAFTING SUPPLY	LARGE FORMAT COLOR PLOTTER SUPPLIES	921.[illegible]

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description	Amount
9/20/2022	CARAHSOFT	DOCUSIGN ENVELOPES & PREMIER SUPPORT	31,274.63
9/20/2022	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINT	683.00
	CARBONIC SERVICE	THE WAVE POOL CHEMICALS & MAINT	567.44
		Check Total:	1,250.44
9/20/2022	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	67.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	100.80
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	72.00
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	91.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	81.60
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	115.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	57.60
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	115.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	105.60
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	115.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	96.00
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	110.40
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	115.20
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	144.00
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	144.00
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	144.00
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	110.40
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	110.40
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	144.00
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	100.80
	CHRISTINE PETIT	AQUA AEROBICS FITNESS INSTRUCTOR	144.00
		Check Total:	2,284.80
9/20/2022	CLUB V.I.P. VOLLEYBALL	VOLLEYBALL INSTRUCTION	1,407.00
9/20/2022	CMC NEPTUNE	THE WAVE RADIO ADS	1,200.00
9/20/2022	COGENT COMMUNICATIONS, INC	CIVIC CENTER INTERNET SERVICE	6,657.00
9/20/2022	COMCAST	COMCAST CIVIC CENTER CABLE SEPT 2022	118.78
9/20/2022	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - AUGUST 2022	12,591.66
9/20/2022	DIABLO PUBLICATIONS	DIABLO MAGAZINE ADVERTISEMENT	4,035.00
9/20/2022	DIPIETRO & ASSOC. INC	ANNUAL AED PROGRAM MANAGEMENT	3,174.94
9/20/2022	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES - JUL 2022	516.00
	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE SERVICES - AUG 2022	516.00
		Check Total:	1,032.00
9/20/2022	DU-ALL SAFETY, LLC	APRIL 2022 PROFESSIONAL SAFETY	307.66
9/20/2022	EAST BAY POOL SERVICE, INC.	THE WAVE POOL & SLIDE MAINTENANCE	10,560.00
	EAST BAY POOL SERVICE, INC.	OPERATIONAL CHEMICALS FOR THE WAVE	1,703.75
		Check Total:	12,263.75
9/20/2022	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	694.77
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	400.00
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	951.87
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	330.[illegible]

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description	Amount
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	169.47
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	211.38
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	228.99
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	644.43
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	200.00
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	1,903.79
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	399.33
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	625.18
	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE	657.27
		Check Total:	7,417.37
9/20/2022	FAIRWAY FAMILY	COVID-19 RESIDENTIAL RENT ASSISTANCE	6,000.00
9/20/2022	FIRST STREET TOW	POLICE EVIDENCE TOW	315.00
9/20/2022	HEALTHEQUITY, INC.	FLEXIBLE SPENDING ACCOUNT FEES	417.50
9/20/2022	IRON MOUNTAIN	POLICE RECORDS STORAGE JUL 2022	365.42
	IRON MOUNTAIN	POLICE RECORDS STORAGE AUG 2022	373.67
	IRON MOUNTAIN	POLICE RECORDS STORAGE SEP 2022	372.67
		Check Total:	1,111.76
9/20/2022	KEYSER MARSTON ASSOCIATES, INC	REAL ESTATE CONSULTING SERVICES	12,790.00
9/20/2022	KIMLEY-HORN AND ASSOC. INC.	SCS DUBLIN ENVIRONMENTAL IMPACT REPORT	39,954.59
	KIMLEY-HORN AND ASSOC. INC.	SCS DUBLIN ENVIRONMENTAL IMPACT REPORT	26,819.44
		Check Total:	66,774.03
9/20/2022	LANGUAGE LINE SERVICES	LANGUAGE LINE SERVICES AUG 2022	56.55
9/20/2022	LANLOGIC INC.	INFORMATION SYSTEMS CONSULTING SVCS	6,596.00
9/20/2022	LEHR AUTO	POLICE VEHICLE MAINT & REPAIRS	322.05
9/20/2022	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	94.06
	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	481.75
	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	109.99
	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	1,567.44
	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINT & REPAIRS	1,664.09
		Check Total:	3,917.33
9/20/2022	LSA ASSOCIATES INC.	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2	10,031.25
	LSA ASSOCIATES INC.	CEQA DOC PREP-RIGHETTI PROPERTY STAGE 2	12,140.00
	LSA ASSOCIATES INC.	CEQA DOC PREP-BRANAUGH PROP STAGE 2	12,009.97
	LSA ASSOCIATES INC.	CEQA DOC PREP-BRANAUGH PROP STAGE 2	10,050.13
		Check Total:	44,231.35
9/20/2022	LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES	9,525.00
9/20/2022	MCE CORPORATION	MAINTENANCE SERVICES - JUL 2022	519,223.94
9/20/2022	PARKWAY BODY SHOP	POLICE VEHICLE REPAIRS	428.55
9/20/2022	PG&E	SERVICE TO SCH RNCH PARK 08/29/2022	297.66
	PG&E	IRRIGATION 08/08/2022	2,838.69
	PG&E	SERVICE TO SEAN DIAMOND 08/28/2022	158.58
	PG&E	SERVICE TO DB PED IRRIG 08/29/2022	14.16
	PG&E	SERVICE TO VARIOUS IRRIG 08/09/2022	309.74
	PG&E	SERVICE TO VARIOUS IRRIG 08/11/2022	27.[illegible]

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description	Amount
	PG&E	SERVICE TO PSC 08/15/2022	1,056.73
	PG&E	SERVICE TO 6795 DOUGHERTY 09/01/2022	11.28
	PG&E	SERVICE TO AVB TC 08/29/2022	66.70
	PG&E	SERVICE TO VARIOUS 1997-1 08/11/2022	57.86
	PG&E	SERVICE TO SL 08/16/2022	69.33
	PG&E	SERVICE TO CENTRAL SL 08/16/2022	9.89
	PG&E	SERVICE TO SR CTR 08/11/2022	852.79
	PG&E	SERVICE TO AVELLINA SL 08/12/2022	282.86
	PG&E	SERVICE TO PSC 08/15/2022	3,510.02
	PG&E	SERVICE TO FS18 08/11/2022	598.64
	PG&E	SERVICE TO HPM 08/29/2022	951.26
		Check Total:	11,113.77
9/20/2022	PRO CYCLES	POLICE MOTORCYCLE MAINTENANCE	275.59
9/20/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC AUG 2022	90.43
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD AUG 2022	47.17
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CORP YARD SEP 2022	47.17
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC AUG 2022	47.79
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - PSC SEP 2022	47.79
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - CIVIC SEP 2022	90.43
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CTR AUG 2022	88.75
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SENIOR CTR SEP 2022	88.75
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON AUG 2022	83.33
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON AUG 2022	68.50
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - WAVE AUG 2022	55.83
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - WAVE SEP 2022	55.83
	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON SEP 2022	83.33
		Check Total:	895.10
9/20/2022	QUADIENT FINANCE USA, INC.	POSTAGE FOR POLICE-JUN 2022	299.70
	QUADIENT FINANCE USA, INC.	POSTAGE FOR POLICE-JUL 2022	258.21
		Check Total:	557.91
9/20/2022	QUADIENT, INC.	EQUIPMENT RENTAL	99.06
9/20/2022	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - F/S16 SEP 2022	225.40
	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - F/S17 SEP 2022	247.00
	RAYNE OF SAN JOSE	WATER SOFTENER SERVICES - F/S18 SEP 2022	194.35
		Check Total:	666.75
9/20/2022	REGENCY CENTERS	SALES TAX REIMB PROGRAM - YEAR 6	75,000.00
9/20/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT	1,760.00
9/20/2022	SELECT IMAGING	EMPLOYEE NAME BADGES	50.05
9/20/2022	STANFORD HEALTH -VALLEYCARE	EMPLOYEE MEDICAL SERVICES	70.00
9/20/2022	STONERIDGE CHRYSLER JEEP	POLICE VEHICLE MAINTENANCE & REPAIR	537.36
9/20/2022	STUDIO 8 DANCE & PERFORMING	DANCE INSTRUCTION	1,915.44
9/20/2022	T-MOBILE USA, INC.	PIO CELL PHONE SERVICES THRU 8/20/22	99.41
9/20/2022	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES - EXTRA SERVICES AUG	6,772.50
9/20/2022	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER AUG	820.[illegible]

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description	Amount
	UNITED SITE SERVICES OF CA INC	SEPTIC TANK SVCS-BLDG INSP TRAILER JUL	632.63
		Check Total:	1,452.76
9/20/2022	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - CIVIC JUL 2022	566.00
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - CIVIC JUL 2022	34.47
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - LIBRARY JUL 2022	240.00
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - LIBRARY JUL 2022	14.62
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - SENIOR CENTER JUL	660.00
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - SENIOR CENTER JUL	40.19
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - SHANNON JUL 2022	1,142.00
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - SHANNON JUL 2022	69.55
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - WAVE JUL 2022	33.98
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - WAVE JUL 2022	558.00
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - CIVIC AUG 2022	1,353.71
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - SHANNON AUG 2022	1,377.05
	UNIVERSAL BUILDING SERVICES	CARPET CLEANING SVCS - WAVE AUG 2022	878.43
		Check Total:	6,968.00
9/20/2022	VERIZON WIRELESS	CELL SERVICE FOR PD CAMERAS	3,496.92
	VERIZON WIRELESS	CELL SERVICE FOR PD CAMERAS	1,359.36
	VERIZON WIRELESS	CELL SERVICE FOR PD CAMERAS	3,496.92
		Check Total:	8,353.20
9/20/2022	WC3-WEST COAST CODE	BLDG. PLAN REVIEW SERVICES - AUG 2022	6,320.00
9/20/2022	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS	549.60
	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS	592.20
	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS	3,022.80
	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS	1,974.00
	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS	1,374.00
	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS	1,381.80
		Check Total:	8,894.40
		Payments Issued 9/20/2022 Total:	**2,225,782.81**
9/22/2022	WESCO GRAPHICS INC	ACTIVITY GUIDE & CITY REPORTS PRINTING	7,824.80
		Payments Issued 9/22/2022 Total:	**7,824.80**
9/26/2022	ADVANCED INTEGRATED PEST	PEST CONTROL SERVICES - JUN 2022	5,060.00
	ADVANCED INTEGRATED PEST	PEST CONTROL SERVICES - JUL 2022	5,060.00
	ADVANCED INTEGRATED PEST	PEST CONTROL SERVICES - AUG 2022	5,060.00
		Check Total:	15,180.00
9/26/2022	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION	2,511.60
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION	748.80
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION	561.60
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION	312.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION	312.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION	312.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION	35

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		424.80
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		424.80
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		273.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		218.40
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		277.20
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		277.20
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		369.60
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		554.40
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		259.20
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		324.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		462.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		554.40
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		462.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		712.80
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		518.40
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		462.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		554.40
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		369.60
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		554.40
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		277.20
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		291.60
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		291.60
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		486.00
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		518.40
	ARORA TENNIS & FITNESS ACADEMY	TENNIS AND FITNESS INSTRUCTION		388.80
			Check Total:	15,418.20
9/26/2022	ALAMEDA COUNTY ENVIRONMENTAL	SHANNON PARK WATER PLAY AREA		953.00
	ALAMEDA COUNTY ENVIRONMENTAL	CIVIC CENTER		3,662.00
			Check Total:	4,615.00
9/26/2022	ALPHA MEDIA LLC	SPLATTER FESTIVAL ADVERTISING		1,100.00
	ALPHA MEDIA LLC	SPLATTER FESTIVAL ADVERTISING		1,900.00
			Check Total:	3,000.00
9/26/2022	AMY'S ENGRAVED SIGNS & AWARDS	EMPLOYEE NAMEPLATE- DWYER		27.56
9/26/2022	ANGELA QIAN	UTILITY BOX ART 2022		1,000.00
9/26/2022	BARG COFFIN LEWIS & TRAPP, LLP	LEGAL SERVICES - ATTORNEY FEES		165.00
9/26/2022	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION		426.02
	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION		197.05
	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION		1,237.32
	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION		90.78
	BIG O'TIRES #7	POLICE VEHICLE MAINT & TIRE INSTALLATION		1,910.34
			Check Total:	3,861.51
9/26/2022	BRINKS, INC.	ARMORED CAR SERVICE SEP 2022		257.44
9/26/2022	BSK ASSOCIATES INC.	CONSTR TESTING DUBLIN BL PAVEMENT REHAB		593.00
	BSK ASSOCIATES INC.	VETERANS ART SPECIAL INSPECTIONS		675.00

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
			Check Total:	1,268.50
9/26/2022	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		297.50
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		178.50
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		262.50
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		70.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		350.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		140.00
	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR		140.00
			Check Total:	1,438.50
9/26/2022	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		3,213.60
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		512.40
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		739.20
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		366.00
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		345.60
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		633.60
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		172.80
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		460.80
	CASTRO VALLEY PERFORMING ARTS	DANCE LESSONS INSTRUCTION		439.20
			Check Total:	6,883.20
9/26/2022	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SVCS JUL 2022		11,851.32
	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SVCS AUG 2022		11,836.34
			Check Total:	23,687.66
9/26/2022	CHLOE RONG	UTILITY BOX ART 2022		1,000.00
9/26/2022	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		343.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		531.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		177.00
	COMMUNICATION ACADEMY	AFTER SCHOOL ENRICHMENT		878.40
			Check Total:	1,929.40
9/26/2022	CONTRACT SWEEPING SERVICES	STREET SWEEPING SERVICES - AUG 2022		22,181.67
9/26/2022	COSTAR REALTY INFORMATION INC.	COMMERCIAL REAL ESTATE SOFTWARE		7,784.04
9/26/2022	D HARRIS TOURS, INC	SHUTTLE FOR SPLATTER FESTIVAL		1,900.00
9/26/2022	DENALECT ALARM COMPANY	QUARTERLY ALARM CHARGE F/S 18 SEP 2022		363.00
9/26/2022	DJS MEDIA CONSULTING	PROSTPROD SVCS FOR 40TH ANNIVERSARY		687.50
9/26/2022	DUTCHOVER & ASSOCIATES	ENGINEERING PLAN REVIEW SVCS - JUL 2022		230.00
	DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS		1,393.75
			Check Total:	1,623.75
9/26/2022	ELLE GRINTSAIG	PICTURE THIS TEMP ART		300.00
9/26/2022	ENGEO INC	SCHAEFER RANCH GHAD PROF SVCS AUG 2022		13,643.28
	ENGEO INC	SCHAEFER RANCH GHAD PROF SVCS JUL 2022		6,830.03
	ENGEO INC	FALLON VILLAGE GHAD PROF SVCS AUG 2022		5,104.00
	ENGEO INC	FALLON VILLAGE GHAD PROF SVCS JUL 2022		3,299.76
	ENGEO INC	FALLON CROSSING GHAD PROF SVCS AUG 2022		1,427.50
	ENGEO INC	FALLON CROSSING GHAD PROF SVCS JUL 2022		1,215.80
			Check Total:	31,520.37

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
9/26/2022	GHILOTTI BROS, INC.	DUBLIN BLVD PAVEMENT REHAB PROJECT		454,052.40
9/26/2022	GLADWELL GOVERNMENTAL SVCS	RECORDS MANAGEMENT ASSISTANCE		960.00
9/26/2022	GROUP 4 ARCHITECTURE,	WORKSPACE PLANNING STUDY		5,080.00
9/26/2022	GUIDA SURVEYING INC.	ENGINEERING PLAN REVIEW SVCS - JUL 2022		309.75
9/26/2022	INTEGRA PLANNING & LANDSCAPE	ENGINEERING PLAN REVIEW SVCS - JUL 2022		506.25
9/26/2022	IRIS SHEN	UTILITY BOX ART 2022		1,000.00
9/26/2022	JOY MARIE HALLARE	UTILITY BOX ART 2022		1,000.00
9/26/2022	KIDZ LOVE SOCCER	YOUTH ACTIVITIES		520.04
9/26/2022	MAKE ME A PRO SPORTS	EDUCATIONAL SPORTS CAMPS		2,565.00
	MAKE ME A PRO SPORTS	EDUCATIONAL SPORTS CAMPS		907.20
	MAKE ME A PRO SPORTS	EDUCATIONAL SPORTS CAMPS		1,296.00
	MAKE ME A PRO SPORTS	EDUCATIONAL SPORTS CAMPS		1,425.60
			Check Total:	6,193.80
9/26/2022	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN JUN 2022		17,656.87
	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL CROSSING DESIGN JUL 2022		15,003.97
			Check Total:	32,660.84
9/26/2022	MCE CORPORATION	MAINTENANCE SERVICES - AUG 2022		638,784.35
9/26/2022	MEYERS NAVE	LEGAL SERVICES JUL 2022		36,959.78
9/26/2022	M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5		7,075.00
	M-GROUP	PLANNING SVCS-BOULEVARD PH 1-5		5,192.50
			Check Total:	12,267.50
9/26/2022	MNS ENGINEERS, INC.	FALLON SPORTS PARK PH3 PW INSP		2,634.23
9/26/2022	NICHOLS CONSULTING ENGINEERS	DESIGN SVCS-IRON HORSE NATURE PARK		16,552.50
9/26/2022	NORTHERN LIGHTS	SPLATTER STAGE AND LIGHT RENTALS		7,000.00
9/26/2022	PAGE & TURNBULL INC	CAMP PARK SIGNS RELOCATION SERVICES		21,601.18
9/26/2022	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-FALLON SPORT PARK		14,744.25
	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT-FALLON SPORT PARK		16,779.50
			Check Total:	31,523.75
9/26/2022	PLAY-WELL TEKNOLOGIES	STEM INSTRUCTION		1,464.00
	PLAY-WELL TEKNOLOGIES	STEM INSTRUCTION		3,097.80
			Check Total:	4,561.80
9/26/2022	PRUDENTIAL OVERALL SUPPLY	MAT SERVICES - SHANNON SEP 2022		68.50
9/26/2022	QUADIENT LEASING USA, INC.	NEOPOST MAIL MACHINE LEASE JUL-SEP 2022		1,073.36
9/26/2022	QUETEL CORPORATION	EVIDENCE MANAGEMENT SYSTEM		1,650.00
9/26/2022	RANJINI VENKATACHARI	PICTURE THIS TEMP ART		300.00
9/26/2022	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES		507.00
	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES		391.00
	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES		688.00
	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES		897.00
			Check Total:	2,483.00
9/26/2022	REKHA JOSHI	PICTURE THIS TEMP ART		300.00
9/26/2022	ROTARY CLUB OF DUBLIN, CA	BEVERAGE SERVICE AT 40TH ANNIVERSARY		2,695.00
9/26/2022	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT		36.00
	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT		2,803.00

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT		1,900.00
	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT		3,164.00
	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT		2,336.00
	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT		2,937.00
	ROTH STAFFING COMPANIES, L.P.	TEMPORARY OFFICE SUPPORT		1,716.00
			Check Total:	14,892.00
9/26/2022	RROOAR	CODING & ROBOTICS INSTRUCTION		2,394.00
	RROOAR	CODING & ROBOTICS INSTRUCTION		3,186.00
			Check Total:	5,580.00
9/26/2022	RYAN ZHANG	UTILITY BOX ART 2022		1,000.00
9/26/2022	SAN JOSE ICE COMPANY	ICE TRAILER RENTAL FOR SPLATTER		1,169.50
9/26/2022	SAWSAN WOLSKI	PICTURE THIS TEMP ART		300.00
9/26/2022	SELECT IMAGING	PRINTING & MAILING OF BUSINESS LICENSE		1,568.70
	SELECT IMAGING	PRINTING & MAILING OF BUSINESS LICENSE		3,314.02
			Check Total:	4,882.72
9/26/2022	SHIR MARTIAL ARTS	MARTIAL ARTS INSTRUCTION		333.20
9/26/2022	SKATESATIONAL	SKATING INSTRUCTIONAL SVCS		937.50
9/26/2022	SOPHIA LEE	PICTURE THIS TEMP ART		300.00
9/26/2022	SPECIAL EVENTS	SUMMER CONCERT SERIES EQUIP RENTAL		1,431.55
	SPECIAL EVENTS	SUMMER CONCERT SERIES EQUIP RENTAL		1,431.55
	SPECIAL EVENTS	SUMMER CONCERT SERIES EQUIP RENTAL		1,431.55
	SPECIAL EVENTS	SUMMER CONCERT SERIES EQUIP RENTAL		1,431.55
			Check Total:	5,726.20
9/26/2022	SQUAD ESTATES	YOUTH SPORTS SERVICES		2,006.40
	SQUAD ESTATES	YOUTH SPORTS SERVICES		2,257.20
	SQUAD ESTATES	YOUTH SPORTS SERVICES		752.40
	SQUAD ESTATES	YOUTH SPORTS SERVICES		1,429.80
	SQUAD ESTATES	YOUTH SPORTS SERVICES		1,186.39
	SQUAD ESTATES	YOUTH SPORTS SERVICES		854.88
	SQUAD ESTATES	YOUTH SPORTS SERVICES		2,006.40
	SQUAD ESTATES	YOUTH SPORTS SERVICES		877.80
			Check Total:	11,371.27
9/26/2022	SWAN ENTERTAINMENT CLIENT	TAINTED LOVES PERFORMANCE AT SPLATTER		8,000.00
	SWAN ENTERTAINMENT CLIENT	NEON VELVETS PERFORMANCE AT SPLATTER		6,000.00
			Check Total:	14,000.00
9/26/2022	SWATI RASTOGI	PICTURE THIS TEMP ART		300.00
9/26/2022	TLOVE PARTNERS INC.	SUMMER CONCERT SERIES		5,000.00
9/26/2022	T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 7/20/22		708.92
9/26/2022	TRB AND ASSOCIATES, INC.	BLDG PLAN REVIEW /INSP SVCS - AUG 2022		51,340.00
9/26/2022	TRI-SIGNAL INTEGRATION INC	FIRE ALARM TESTING LIBRARY AUG-OCT 2022		323.75
9/26/2022	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES		5,966.83
9/26/2022	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE		700.00
	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE		6,305.25
	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE		3,500.00

City of Dublin
Payment Issuance Report
Payments Dated 9/1/2022 through 9/30/2022

Date Issued	Payee	Description		Amount
	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE		7,700.00
	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE		1,400.00
	TYLER TECHNOLOGIES, INC.	TYLER MUNIS ERP SOFTWARE		7,831.22
			Check Total:	27,436.47
9/26/2022	US CHINESE DANCE ASSOCIATION	PERFORMANCE AT SPLATTER FES		400.00
9/26/2022	VALFORMS/A4 PROMOTIONS	BUSINESS CARDS-YUEN		57.32
	VALFORMS/A4 PROMOTIONS	BUSINESS CARDS-EARL		62.32
	VALFORMS/A4 PROMOTIONS	BUSINESS CARDS-ESCOVER		63.68
	VALFORMS/A4 PROMOTIONS	BUSINESS CARDS-AJELLO		63.87
				247.19
9/26/2022	VANESSA STAFFORD	PICTURE THIS TEMP ART		300.00
9/26/2022	VANESSA THOMAS	PICTURE THIS TEMP ART		300.00
9/26/2022	VERIZON WIRELESS	CELL SERVICE FOR CAMERAS		1,359.08
9/26/2022	VILLAGE MUSIC SCHOOL	MUSIC INSTRUCTION		2,484.00
9/26/2022	W. BRADLEY ELECTRIC	RETENTION RELEASE-SAN RAMON		824.80
9/26/2022	WARREN PAYLADO	ART CLASS INSTRUCTION		1,195.20
9/26/2022	WORKFORCE INTEGRITY	COMMUNITY WORKFORCE ADMIN		2,904.23
	WORKFORCE INTEGRITY	COMMUNITY WORKFORCE ADMIN		1,236.00
				4,140.23
9/26/2022	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS		1,236.60
	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS		1,381.80
	WORLD CUP SOCCER CAMPS	SOCCER CAMPS & CLINICS		197.40
				2,815.80
		Payments Issued		**1,594,464.99**
9/30/2022	U.S. BANK CORP PMT SYS	PURCHASE CARD STATEMENT AUG 2022		47,349.52
		Payments Issued 9/30/202		**47,349.52**

Grand Total for Payments Dated 9/1/2022 through 9/30/2022: **6,182,554.45**

Total Number of Payments Issued: 247

Agenda Item 4.9

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Updates to the Human Services Grants Program
Prepared by: Judy A. Miller, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider modifications to the Human Services Grants Program guidelines and allocation process, as recommended by the Human Services Commission.

STAFF RECOMMENDATION:

Receive the report and approve the program modifications.

FINANCIAL IMPACT:

The Human Services Grants Program is supported by several funding sources, including the Community Development Block Grant (CDBG) fund, General Fund, Affordable Housing Fund, and additional sources as available, such as the American Rescue Plan Act (ARPA). Each year the grant funds vary based on what is available from each source. The total amount is included in the City's budget for that fiscal year.

DESCRIPTION:

Background

At its April 19, 2022, meeting, the City Council requested the Human Services Commission review the Grants Program and recommend revisions to guide it going forward. Specifically, the Commission was asked to address the following:

- Handling multiple funding requests from one organization, considering factors such as limited funding availability, prioritization, and the individual tracking of services.
- Reviewing applications from organizations for any overlap of services.
- Determining if a reasonable cost per person should be on a per capita basis or a program basis, and how to evaluate when intensive services require more money per capita.
- Revising the rating process to ensure the program remains competitive.

Human Services Commission Review and Recommendations

At its July 28, 2022 Special Meeting, the Commission reviewed the Grants Program, specifically the items listed previously, and recommended program modifications. These include revised rating criteria, a standardized scoring system to rate each application, and guiding principles to ensure the program is fair and equitable in allocating funds. The recommendations fall into four general categories, as discussed below.

1. Do not limit organizations on the number of applications that can be submitted, as there are organizations that offer services for several critical Human Service needs. However each application must serve a separate need and should be evaluated on its own merits.
    - There are many critical Human Service needs in the community, and organizations are responding to the needs of the populations they serve. Households may have more than one need and require multiple services from the same or different organizations. Non-profit organizations are working in the community daily and are evolving and responsive to current needs. The Commission was concerned that if prescriptive limits are in place, it could prohibit organizations from continuing to meet the changing needs of the community.
    - Applications will be rated on their own merits and reviewed for any overlap of services. Each application must be in response to the population being served, address critical priorities, and serve different needs.

2. Track clients as unduplicated in each program from which they benefit.
    - Clients may receive assistance in more than one area; however, this should be clearly defined in data collection, tracking, reporting, and monitoring.

3. Update the rating sheet to demonstrate how well the applicant meets each funding criterion.
    - To ensure each application is fairly and competitively evaluated, the rating sheet has been revised to provide a clear structure and point system to score the applications. It was requested the rating sheet have two sections: one for Staff to review and confirm the organization complies with requirements, and another for Commissioners to rate the applications based on how well they meet the established criteria.

4. Do not base funding considerations on per capita or cost per client as different needs require different levels of support and expertise (i.e., single meal delivery vs. legal casework).
    - To ensure appropriate funding, applications with high per capita costs should identify the critical human service need and demonstrate an overwhelming likelihood of addressing that need. The application must be clear on the actual costs needed to provide these services. The measurable outcomes should be clearly articulated, and the impact on residents of Dublin demonstrated.

The recommended guiding principles of the Human Service Grants Program (Attachment 1) establish a framework in the allocation of funds and prioritize the applications addressing critical

needs in the community. The revised rating sheet (Attachment 2) provides a clear structure and point system to rate how well the application meets the scoring criteria.

Lastly, efforts will be made to raise awareness of the Grants Program to reach more non-profit organizations in the community. Current efforts include joint outreach, a grant workshop with Pleasanton and Livermore, legal notices, and notification to existing grant recipients (going back five years). To increase awareness, Staff will develop a master list of known providers in the area and be diligent in ensuring they are aware of the Program. Staff will be available to answer questions from new organizations that may assist them in the grant application process and survey organizations that receive the information but do not apply.

The Human Services Commission recommends these changes be approved and implemented starting with the Fiscal Year 2023-24 grant cycle.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Human Services Grants Program Guiding Principles
2) Revised Human Services Grants Rating Sheet

DUBLIN
CALIFORNIA

Human Services Grants Program Guiding Principles

The City of Dublin Human Services Grants Program provides financial support to local non-profit organizations serving Dublin residents. The grant program is typically funded through three sources:

- The City General Fund
- Affordable Housing Fund
- Federal Community Development Block Grant Program (CDBG)

Other funding sources are also used as they become available. The principles listed below will provide guidance for each funding source.

1. All applications submitted must:
    a. Address at least one of the City Council's Funding Priorities
    b. Address at least one of HUD's Strategic Goals and Policy Priorities
    c. Address at least one of the 14 Areas of Concern in the Eastern Alameda County Needs Assessment Report (https://bit.ly/14areasofconcern)
2. All funded programs must benefit low-income or high-risk individuals or households in Dublin.
3. All agencies receiving funds cannot discriminate in selecting clients or proselytizing when providing services.
4. Organizations may apply for more than one grant. Each funding request must address a separate program or project and fulfill a different need. Each application will be evaluated on its own merits.
5. Households/individuals may be experiencing more than one critical need. A household/individual will be counted as an unduplicated client in each program that fulfills a different need.
6. The rating sheet will evaluate each application against a specific set of criteria and receive a score on the extent to which those criteria are met.
7. Grantees must submit demographic data on clients, board members, and staff to inform and support City Diversity, Equity, and Inclusion (DEI) initiatives.

City Council's Funding Priorities to fund programs that specifically address critical human service needs:

- Food and Nutrition
- Healthcare
- Homelessness
- Childcare

US Department of Housing and Urban Development (HUD) Strategic Goals

- Increase homeownership
- Promote decent affordable housing
- Strengthen communities
- Ensure equal opportunities in housing
- Promote participation of grass-roots faith-based and other community-based organizations

US Department of Housing and Urban Development (HUD) Policy Priorities

- Provide increased homeownership and rental opportunities for low and moderate-income persons, persons with disabilities, the elderly, minorities, and families with limited English proficiency.
- Improving the quality of life in our Nation's communities.
- Encouraging accessible design features.
- Participation of minority-serving institutions in HUD programs.
- End chronic homelessness within ten years.
- Removal of barriers to affordable housing.

Tri-Valley Needs Assessment Findings by Area of Concern:

- Behavioral Health (mental health and substance abuse)
- Affordable Housing
- Healthcare
- Workforce Development
- Homelessness
- Transportation Services and Access
- Domestic Violence and Child Abuse
- Disabilities
- Food and Nutrition
- Senior Services
- Youth Services
- Childcare, Early Childhood Development, and Education
- Changing Demographics and Growing Diversity
- Financial Assistance

CITY OF DUBLIN
HUMAN SERVICES GRANTS RATING SHEET

Organization: _____

Program: _____

City Staff Section

Organization/Management (1 point each, maximum of 5)

The organization previously received funding from Dublin and has fully complied with the City's management procedures, including invoice and report deadlines.	
The organization, as presented in the application, is able to achieve the stated goals and outcomes.	
The organization and its staff are qualified and have the capacity to provide for the program. (non-profit status, resumes for staff, Board of Directors, information on clients served)	
The organization has completed all required aspects of the application process.	
The proposed program has a successful proven track record (not a new program).	
Total Points:	
The estimated total number of unduplicated Dublin Residents to be served:	

Qualifies for:	☐ CDBG	☐ General Fund	☐ ARPA	☐ Other _____

Commission Member Section

Need – Rate the need for this program/service.

Rating	Description	Score
Low 0-2	The applicant does not articulate a clear need for the project in their application and is unlikely to address that need.	
Mid 3-5	The applicant identifies a clear need, but it is not a critical human service need, and/or the applicant does not demonstrate a high likelihood of addressing that need.	
High 6-10	The applicant identifies a critical human service need in Dublin that other organizations do not and demonstrates a high likelihood of addressing that need.	
Comments:		

Benefit – Rate the benefit to low-income or high-risk individuals/households in Dublin.

Rating	Description	Score
Low 0-2	Applicant demonstrates a low number of low-income or high-risk Dublin individuals/households who will benefit from the project, and the application fails to identify any outcomes or ways it will measure project success.	

Mid 3-5	Applicant demonstrates a moderate number of low-income or high-risk Dublin individuals/households who will benefit from the project. The application identifies outcomes but is unclear or unlikely to demonstrate a project impact.	
High 6-10	Applicant demonstrates a high number of low-income or high-risk Dublin individuals/households who will benefit from the project. The application identifies clear and measurable outcomes to demonstrate project impact.	
Comments:		

Funding – Rate the applicant's funding request.

Rating	Description	Score
Low 0-2	The funding request is unreasonably high given the project's proposed impact, and the number of people served; the project budget is unrealistic.	
Mid 3-5	The funding request is reasonable but does not demonstrate a high impact or cost effectiveness given the proposed number of people served and/or the project budget has significant questions or flaws.	
High 6-10	The funding request is a reasonable amount demonstrating high impact and cost effectiveness given the proposed number of people served; the project budget is feasible and sound.	
Comments:		

Funding Sustainability – Rate the diversification of the project's funding sources.

Rating	Description	Score
Low 0-2	The Grant request is the only source of funds for the applicant's proposed project.	
Mid 3-5	The applicant has identified more than one funding source to support the proposed activity/service, but this grant request would be the main source of funds, and the long-term sustainability of the project is questionable.	
High 6-10	The applicant has identified multiple funding sources to support the proposed activity/service and ensure sustainability. The organization produces other income that may be used to support this program (fundraising).	
Comments:		

City Funding – Rate the necessity of City funding for this project.

Rating	Description	Score
Low 0-2	The project is not appropriate for City funds and will not reduce demands on other City resources.	
Mid 3-5	The project is an appropriate use for City funds but will not reduce demands on other City resources and/or other types of funding sources would be a better fit for this project.	
High 6-10	City funds are critical to the project, and funding request is appropriate for City sources and reduces demands for other City resources.	

Comments:	

Consistency with Policies – Rate the proposal's consistency with the HUD Strategic Goals and HUD Policy Priorities. (To determine CDBG eligibility)

Rating	Description	Score
Low 0-2	The proposal does not address any of the HUD Strategic Goals or HUD Policy Priorities.	
Mid 3-5	The proposal addresses one of the HUD Strategic Goals or HUD Policy Priorities.	
High 6-10	The proposal helps address multiple HUD Strategic Goals or HUD Policy Priorities.	
Comments:		

City Council Priorities – Rate the extent the proposal addresses one or more of the City Council's priorities.

Rating	Description	Score
Low 0-2	The proposal does not address any of the Council's priorities.	
Mid 3-5	The proposal addresses one or two of the Council's priorities but does not have a high likelihood of doing so effectively.	
High 6-10	The proposal demonstrates a high likelihood of addressing multiple Council priorities.	
Comments:		

Alameda County 14 Areas of Concerns – Rate the extent the proposal addresses one or more of the 14 areas of concern as identified by the Alameda County Needs Assessment Report.

Rating	Description	Score
Low 0-2	The proposal does not address any of the 14 areas of concern.	
Mid 3-5	The proposal addresses one or two of the 14 areas of concern but does not have a high likelihood of doing so effectively.	
High 6-10	The proposal is highly likely to address multiple areas of the 14 areas of concern.	
Comments:		

Innovation – If funds were allocated last year for the same project/activity, rate the extent to which the applicant adequately responds to changing community conditions. If the proposal is for a new project, rate the extent to which the project uses a new and innovative approach to solve an identified problem.

Rating	Description	Score

Low 0-2	The applicant does not demonstrate an ability to adapt the project to changing needs or is not using an innovative approach.	
Mid 3-5	It is unclear how the project will respond to changing community conditions identified in the application or use an effective but not particularly innovative approach.	
High 6-10	The applicant demonstrates a high likelihood of responding to changing conditions and/or using an innovative approach.	
Comments:		

Access – Rate the extent to which the project will ensure non-English speakers, people with disabilities, people experiencing homelessness, seniors, low-income families, and/or youth can access the proposed program or activities.

Rating	Description	Score
Low 0-2	The proposal does not mention accessibility concerns and does not describe how it will remove barriers or help community members access its services.	
Mid 3-5	The proposal addresses accessibility concerns but does not identify concrete or impactful ways the project will remove barriers for priority populations.	
High 6-10	The proposal describes concrete and impactful ways the applicant will improve language, technology, and/or transportation access for priority populations.	
Comments:		

Proposal Total Score:			
Recommend Funding:		☐ Yes	☐ No
Total Requested:		Total Recommended:	

Commissioner Name Date

Suggested determination of allocation amount:

Points	**Percent Qualifies For**
80+ Points	80-100% of request
60-79 Points	50-80% of request
59 and below	0-50% of request

Agenda Item 4.10

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Agreement with Storm Water Inspection & Maintenance Services Inc. for Trash Capture Device Maintenance
Prepared by: Shannan Young, Environmental & Sustainability Manager

EXECUTIVE SUMMARY:

The City Council will consider approval of an agreement with Storm Water Inspection & Maintenance Services Inc. (SWIMS) to provide trash capture device maintenance services.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement with Storm Water Inspection & Maintenance Services Inc. for Trash Capture Device Maintenance Services.

FINANCIAL IMPACT:

The total cost of services to be performed by Storm Water Inspection & Maintenance Services Inc. will not exceed $327,540 for the three-year agreement term. Annual inspection and maintenance costs total $99,230 for current trash capture devices. The agreement includes a 10% contingency for maintenance of additional trash capture devices installed during the agreement term. There are sufficient funds in the Fiscal Year 2022-23 operating budget for year one of this agreement. Future costs will be incorporated in respective fiscal year budget requests.

DESCRIPTION:

The California Regional Water Quality Control Board San Francisco Bay Region Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP) requires Dublin, as a permittee, to reduce trash discharges to local waterways via installation and maintenance of full trash capture devices, or equivalent methods. Full trash capture devices must remove trash particles five millimeters or greater in stormwater from storm from stormwater. The City owns several full trash capture devices, in the form of 130 inlet filters and 18 hydrodynamic separators, throughout the City. Inlet filters are installed in standard storm drain inlets and capture trash from a relatively small drainage area (typically less than an acre). Hydrodynamic separators are

larger devices that capture trash from large drainage areas (multiple acres). The full trash capture devices require annual inspection and maintenance, which must be reported in accordance with the MRP.

Request for Proposals for Inspection and Maintenance Services

On April 1, 2022, the City issued a Requests for Proposals (RFP) for trash capture device maintenance. Staff received only one proposal, from Storm Water Inspection & Maintenance Services Inc. (SWIMS), in response to the RFP. Since the response to the RFP was minimal, Staff consulted with other agencies, including Dublin San Ramon Service District, to identify ways to increase interest from qualified maintenance contractors. A second RFP was issued on August 12, 2022. Three proposals were received in response to the RFP, as shown in the table below.

Proposals Received for the August 12, 2022 RFP

Firm	Services Provided	Annual Contract Cost
Storm Water Inspection & Maintenance Services Inc.	Inspection & maintenance of storm drain inlet filters and hydrodynamic separators	$99,230
Old Castle Infrastructure	Inspection & maintenance of storm drain inlet filters and hydrodynamic separators	$253,298
Revel Environmental Manufacturing Inc.	Inspection & maintenance of storm drain inlet filters only	$39,312

The RFP specified that contractor selection would be based upon on responsiveness to the RFP, experience of the firm, experience and qualifications of assigned individuals, satisfaction of previous clients, and cost of providing services. After evaluating the proposals, Staff identified SWIMS as the most qualified to provide the desired services.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Approving an Agreement with Storm Water Inspection & Maintenance Services Inc. for Trash Capture Device Maintenance Services
2) Exhibit A to the Resolution –Agreement with Stormwater Inspection & Maintenance Services Inc. for Trash Capture Device Maintenance Services
3) August 12, 2022 Request for Proposals for Trash Capture Device Maintenance Services

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT WITH STORM WATER INSPECTION & MAINTENANCE SERVICES INC. FOR TRASH CAPTURE DEVICE MAINTENANCE SERVICES

WHEREAS, the City is a co-permittee of the Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit, also known as the MRP; and

WHEREAS, the City must inspect and maintain full trash capture devices throughout the City to meet the trash load reduction requirements in the MRP; and

WHEREAS, on August 12, 2022, the City issued a Request for Proposals for Trash Capture Device Maintenance Services; and

WHEREAS, Staff reviewed and evaluated the proposals in accordance with the RFP rating criteria and determined that Storm Water Inspection & Maintenance Services Inc. (SWIMS) best met the City desired scope of services based on quality, completeness of the submission, and the firm's experience with engagements of similar scope and complexity; and

WHEREAS, the City desires to enter into a contractor services agreement with SWIMS for a not-to-exceed amount of $327,540 over a three-year term for trash capture device maintenance services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the agreement with SWIMS 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 18th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF DUBLIN AND STORM WATER INSPECTION & MAINTENANCE SERVICES INC.

THIS AGREEMENT for trash capture device maintenance services is made by and between the City of Dublin ("City") and Storm Water Inspection & Maintenance Services Inc. ("Contractor") (together sometimes referred to as the "Parties") as of October 19, 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,

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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 $327,540 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 B, 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;

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- A copy of the applicable time entries or time sheets shall be submitted showing the following:
    - Daily logs of total hours worked by each individual performing work under this Agreement
    - Hours must be logged in increments of tenths of an hour or quarter hour
    - If this Agreement covers multiple projects, all hours must also be logged by project assignment
    - A brief description of the work, and each reimbursable expense

- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;

- The Contractor's signature;

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

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

2.3 **Intentionally Deleted.**

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

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

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

2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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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.

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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.

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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.

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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.

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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

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- 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 active 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,

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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.

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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:

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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.

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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:

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Storm Water Inspection & Maintenance Services Inc.
PO Box 1627
Discovery Bay, CA 94505
Attn: Kim Morris
Email: kim@swimsclean.com

Any written notice to City shall be sent to:

City of Dublin
Attn: Shannan Young, Public Works Department
100 Civic Plaza
Dublin, CA 94568

10.10 **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 Contractor 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	California Labor Code Section 1720 Information

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

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

CITY OF DUBLIN	Storm Water Inspection & Maintenance Services Inc.
	DocuSigned by: Todd Hudson 2D5B5900B3C94FD...
Linda Smith, City Manager	Todd Hudson, Vice President
Attest:	19542 Contractor's DIR Registration Number
Marsha Moore, City Clerk	
Approved as to Form:	
City Attorney	

3070365.1

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EXHIBIT A

SCOPE OF SERVICES

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Scope of Work
For
Trash Capture Device Maintenance Services

Contractor to perform operations and maintenance services for storm drain inlet-based devices (e.g. REM Triton Bioflex Trash Guard (BFTG) Filters and similar others) and for hydrodynamic separators as required by the Municipal Regional Stormwater NPDES Permit. The trash capture devices are located throughout the City, as shown on the maps included in this scope of work.

Hydrodynamic Separators
Currently, there are eighteen (18) hydrodynamic separators (H/S unit) located throughout the City. There may be additional H/S units installed within the contract term. Operations and maintenance (O&M) service for the H/S units shall be performed a minimum of two times per year. O&M Service shall include but is not limited to the following:

- Visually inspect the H/S unit to determine if the system components are in working order and to verify that there are no blockages or obstructions in the inlet or separation screen.
- Note the remaining capacity of the device. If the device is at or approaching 50% full, complete maintenance activities to remove sediment, trash and debris.
- Note any special problems such as flooding, screen blinding, or plugging from leaves, plastic bags, or other debris.
- Note evidence of overflow, any damage reducing function, or other negative conditions.
- At least one complete maintenance service, including vacuuming and power-washing shall be completed annually. The mandatory annual maintenance shall be completed prior to the rainy season (October 1). Power-washing liquid shall be disposed of properly (i.e. not allowed to enter the storm drain system). Typical quantities of sediment removal are between 70-140 gallons per unit.
- Remove and replace sorbent material, as applicable. Spent sorbent material shall be manifested and recycled at a Cal EPA approved processing facility. Contractor is responsible for procurement of sorbent materials.
- Remove and dispose of all captured debris and material in accordance with all applicable laws and regulations. The contractor shall maintain and provide to the City disposal records and/or chain of custody documents, as appropriate.
- Provide photographic evidence, time and date stamped, of the device cleaning.

REM Triton Bioflex Trash Guard (BFTG) Filters and Other Storm Drain Inlet Filters
Currently, there are approximately 130 storm drain inlet filters (inlet filters) installed in City right-of-way or property, many/most of which are BFTG filters. O&M service for inlet filters shall be performed a minimum of three times per year. O&M service shall include but is not limited to the following:

- Vacuum and power-wash filters at each service visit. Power-washing liquid shall be disposed of properly (i.e collected and not allowed to enter the storm drain system).
- Inspect each inlet filter for system operation.
- Replace and recharge filter media as necessary. Contractor is responsible for procurement of filter media.
- Attach a bright yellow dated service lock-out tag to each storm drain inlet after the maintenance is completed.

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- Remove and dispose of all captured debris and material in accordance with all applicable laws and regulations.
- Spent media (if applicable) shall be manifested and recycled at a Cal EPA approved processing facility.
- Provide photographic evidence, time and date stamped, of the device cleaning.

Noticing
Notice shall be provided to the City electronically a minimum of seven working days prior to any scheduled maintenance activities. The City reserves the right to request that maintenance activities be rescheduled due to conflicts.

Reporting
Reporting shall be provided electronically after each service event. Reports shall be uploaded to the Clean Water Program ArcGIS on-line full trash capture reporting and maintenance tool, or other database as directed by the City. The maintenance report shall include but is not limited to the following information:

- Service date.
- Reference City of Dublin storm drain inlet or manhole ID#.
- Detail of services performed.
- Specify storage capacity condition of the device by indicating percent full (capacity).
- Provide an estimated amount of debris removed from each unit in gallons or cubic feet.
- Include trash characterization for trash removed (i.e. % trash and dominant types of trash).
- Report any special problems such as flooding, screen blinding or plugging from leaves, plastic bags, or other debris causing overflow, damage reducing function, or other negative conditions.
- Date-stamped photo documentation of maintenance activity completed on all inlet filters and H/S units.

If special problems are observed that could potentially cause or contribute to localized flooding, the City shall be contacted on the same day, if rain is imminent.

Traffic Control
Inspection and maintenance crews shall follow current City of Dublin, CalTrans and California Manual of Uniform Traffic Control Devices standards. No public road under the jurisdiction of the City of Dublin shall be closed to travel by the general public without special permission of the City Engineer in writing. No lane closures will be allowed between 6:00 am and 9:00 am or between 3:30 pm and 6:30 pm. At other times, lane closures will be at the discretion of the City Engineer. At least one lane of traffic shall be kept open to the general public. Appropriate traffic control shall be provided for bicycles and pedestrians, as well as for motorized vehicles. Note the following:

- Traffic control shall be provided by the Contractor, as necessary. The traffic control shall be provided by a C31 certified company.
- A site-specific traffic control plan will be required for any traffic lane closures and shall be approved by the City's Traffic Engineer.
- Note: a C31 certified company does not need to be employed if a lane closure is not required. However, all traffic control provided shall follow the California Manual on Unifor Traffic Control Device rules, regardless of who is implementing the traffic control.

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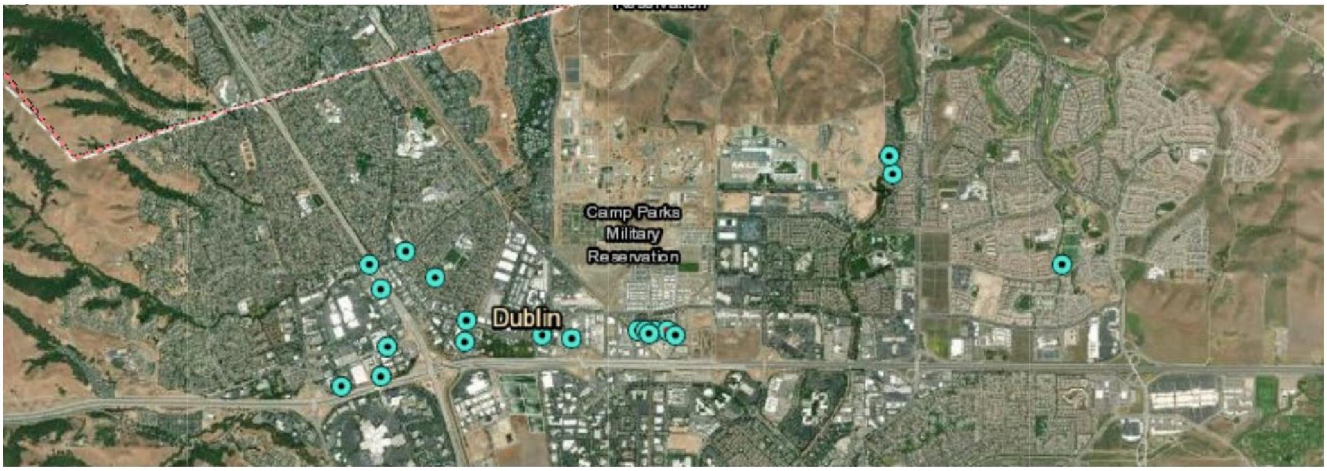
Hours of Operation
Inspection and maintenance of H/S and inlet filters shall occur Monday through Friday may not commence prior to 8:00 am in residential areas. Upon award of the contract, a proposed maintenance schedule shall be provided to the City for review and approval.

Prevailing Wage
All work shall be based on prevailing wage scale.

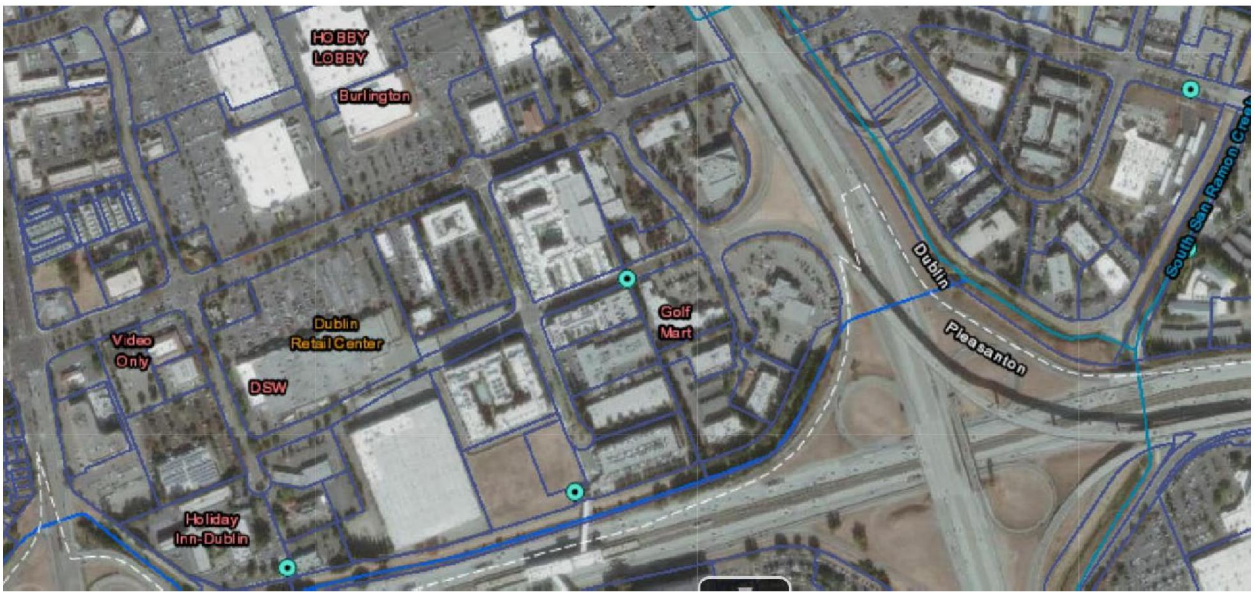
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Trash Capture Devices Location Maps Overview

Map of Hydrodynamic Separator Locations



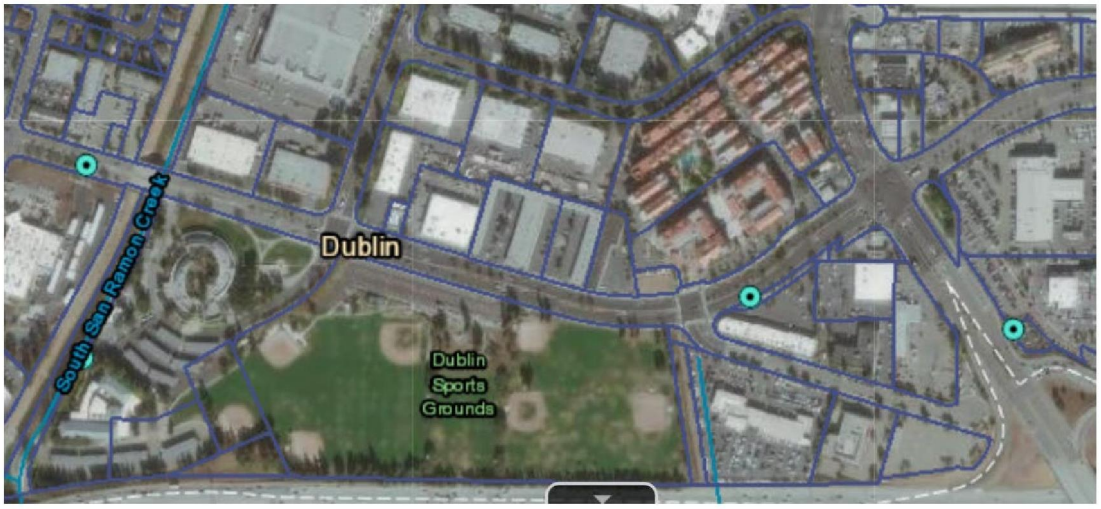
Hydrodynamic Separator locations – closer views





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Hydrodynamic separators – closer view continued

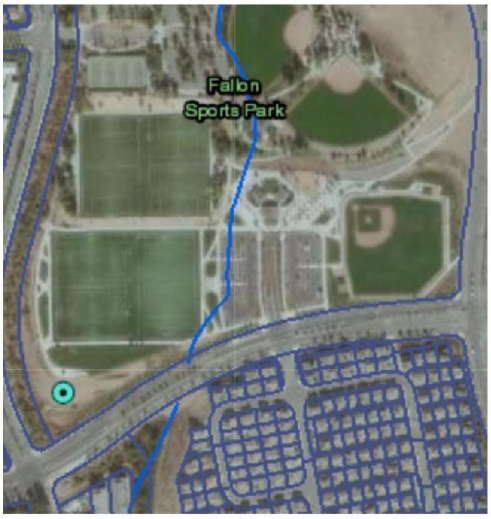




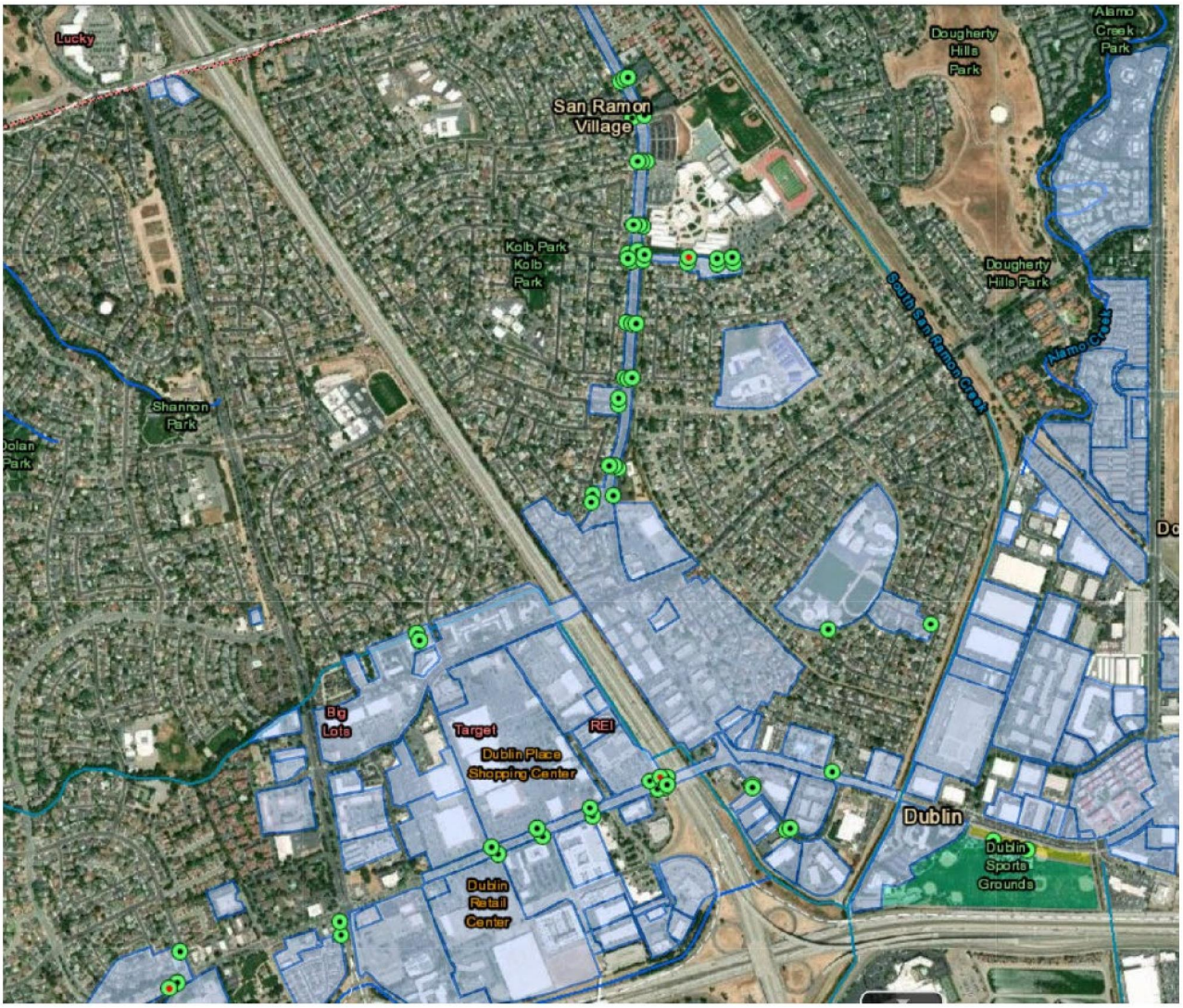


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Hydrodynamic separators – closer view continued



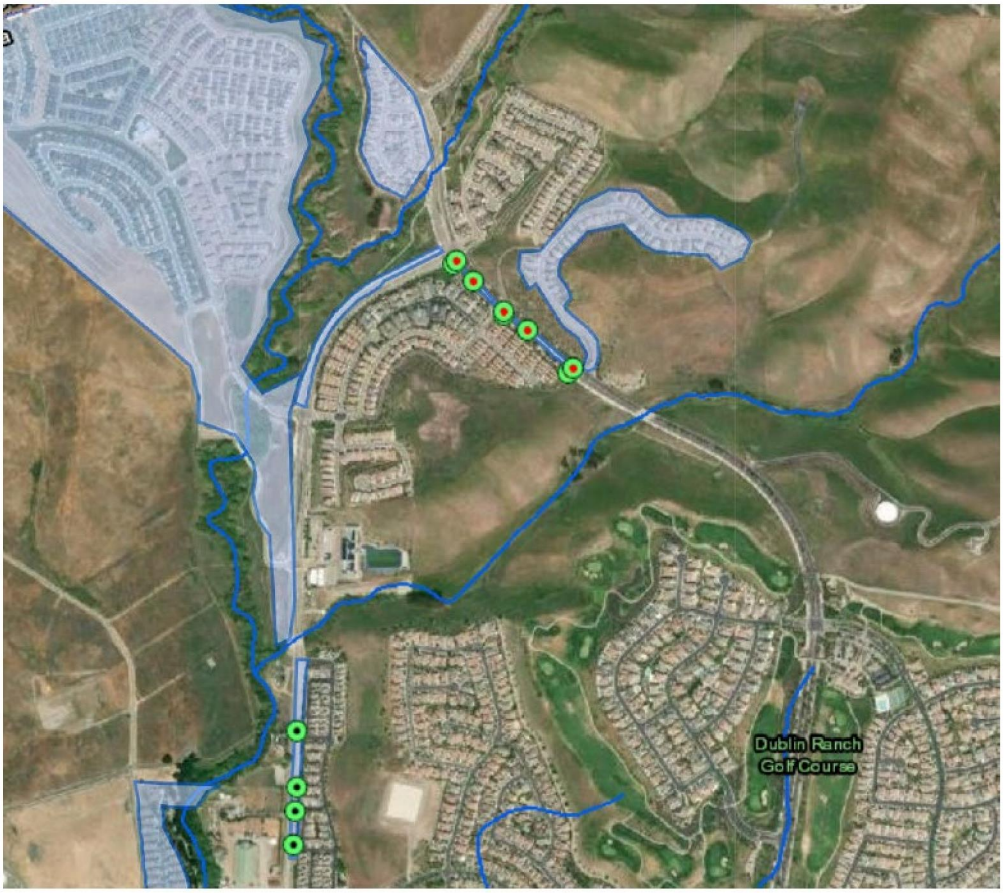
Inlet Filter Locations



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Inlet filter locations continued





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Inlet filter locations continued



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EXHIBIT B

COMPENSATION SCHEDULE

Annual total compensation is based upon the assumed work noted in the table below. As approved by the City, adjustments may be necessary depending on actual work required. Adjustments must be within the total approved contract budget.

Products & Services	Description	Annual Quantity	Unit Price	Total
Storm Drain Inlet Filters Maintenance	Inspect, Service, and Maintain. Power vacuum all sediment and surface debris. Inspect and replace media as needed. Dispose of sediment/debris per EPA Standards. Dated drain tags to be installed after each service. Detailed digital report with before/after pictures included.	390	$100	$39,100
Hydrodynamic Separator Unit Inspection	Performance Evaluation Two (2) Times Per Year. Removal of all floatables, sediment and water levels monitored, inspection of in-flow and out-flow pipes, inspection for all functioning parts. Detailed digital report with pictures included.	36	$365	$13,140
Hydrodynamic Separator Unit Pump Out	Remove all floatables, decant stormwater, pump out all sediment and debris. Pressure wash/power vacuum sump floor and separation screen. Dispose of sediment and debris at approved landfill. All crew confined space equipped and certified. Service to be performed as needed when device is nearing 50% full - based on inspection reporting. Price includes up to 320 gallons of sediment, $2.95 per gallon once 320 is reached.	18	$2,100	$37,800
Traffic Control – Per Day	Traffic control to be performed by a C31 certified company where lane closures are needed. Pricing includes all labor, materials and 2-man crew to assist SWIM'S in safely servicing these units. $1,995 per 8-hour day @ prevailing wage rates. Total necessary days will be determined once full site walk has been conducted and traffic control plan has been determined. Estimated 3 lane closures per year from digital aerial review of locations.	3	$1,995	$5,985
Traffic Control Plan – Per sheet	Site-specific traffic control plan will be developed and submitted to the City's Traffic Engineer for approval of any area requiring lane closures. The price per page is $305.00 and will be determined once full site walk has been conducted to determine total lane closures. $610.00 per page for a PE stamped traffic control plan.	9	$305	$2,745

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Media Pillow Replacement	Furnish and replace media pillows once spent. Disposed of per EPA standards. $70.00 per media pillow replacement.	8	$70	$560
Subtotal				**$99,230**
10% Contingency				**$9,950**
Annual Total				**$109,180**

The Agreement term is for three years. The table below represents the total compensation limit for the Agreement.

Year 1	$109,180
Year 2	$109,180
Year 3	$109,180
Total Compensation	$327,540

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EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Contractor and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services or work.

B. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes penalties per day for each worker engaged in the performance of the services described in Exhibit A that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of

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prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and sent directly to the Labor Commissioner, and available for inspection by the Owner and its

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authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

REQUEST FOR PROPOSALS

Trash Capture Device Maintenance Services

City of Dublin

Proposals must be received by: August 29, 2022 by 5 pm

Shannan Young, Environmental & Sustainability Manager
Public Works Department
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
Trash Capture Device Maintenance Services

Overview

The City of Dublin (City) is requesting proposals from qualified trash capture device maintenance (contractor) businesses. The City intends to select a contractor(s) to conduct the required maintenance of full trash capture devices as mandated in the Municipal Regional Stormwater NPDES Permit. Full trash capture devices to be serviced include large hydrodynamic separators and storm drain inlet filters. The maps provided in **Attachment C** show the locations of the devices. This is a prevailing wage contract.

Please provide separate bids for maintenance of the large hydrodynamic separators and for the storm drain inlet filters. The City reserves the right to engage different contractors for maintenance of these devices.

Project Description:

Scope of Work

Contractor to perform operations and maintenance services for storm drain inlet-based devices (e.g. REM Triton Bioflex Trash Guard (BFTG) Filters and similar others) and for hydrodynamic separators located throughout the City.

Hydrodynamic Separators

Currently, there are eighteen (18) hydrodynamic separators (H/S unit) located throughout the City. There may be additional H/S units installed within the contract term. Operations and maintenance (O&M) service for the H/S units shall be performed a minimum of two times per year. O&M Service shall include but is not limited to the following:

- Visually inspect the H/S unit to determine if the system components are in working order and to verify that there are no blockages or obstructions in the inlet or separation screen.
- Note the remaining capacity of the device. If the device is at or approaching 50% full, complete maintenance activities to remove sediment, trash and debris.
- Note any special problems such as flooding, screen blinding, or plugging from leaves, plastic bags, or other debris.
- Note evidence of overflow, any damage reducing function, or other negative conditions.
- At least one complete maintenance service, including vacuuming and power-washing shall be completed annually. The mandatory annual maintenance shall be completed prior to the rainy season (October 1). Power-washing liquid shall be disposed of properly (i.e. not allowed to enter the storm drain system). Typical quantities of sediment removal are between 70-140 gallons per unit.
- Remove and replace sorbent material, as applicable. Spent sorbent material shall be manifested and recycled at a Cal EPA approved processing facility. Contractor is responsible for procurement of sorbent materials.
- Remove and dispose of all captured debris and material in accordance with all applicable laws and regulations. The contractor shall maintain and provide to the City disposal records and/or chain of custody documents, as appropriate.
- Provide photographic evidence, time and date stamped, of the device cleaning.

REM Triton Bioflex Trash Guard (BFTG) Filters and Other Storm Drain Inlet Filters

Currently, there are approximately 130 storm drain inlet filters (inlet filters) installed in City right-of-way or property, many/most of which are BFTG filters. O&M service for inlet filters shall be performed a minimum of three times per year. O&M service shall include but is not limited to the following:

- Vacuum and power-wash filters at each service visit. Power-washing liquid shall be disposed of properly (i.e collected and not allowed to enter the storm drain system).
- Inspect each inlet filter for system operation.
- Replace and recharge filter media as necessary. Contractor is responsible for procurement of filter media.
- Attach a bright yellow dated service lock-out tag to each storm drain inlet after the maintenance is completed.
- Remove and dispose of all captured debris and material in accordance with all applicable laws and regulations.
- Spent media (if applicable) shall be manifested and recycled at a Cal EPA approved processing facility.
- Provide photographic evidence, time and date stamped, of the device cleaning.

Noticing
Notice shall be provided to the City electronically a minimum of seven working days prior to any scheduled maintenance activities. The City reserves the right to request that maintenance activities be rescheduled due to conflicts.

Reporting
Reporting shall be provided electronically after each service event. Reports shall be uploaded to the Clean Water Program ArcGIS on-line full trash capture reporting and maintenance tool, or other database as directed by the City. The maintenance report shall include but is not limited to the following information:

- Service date.
- Reference City of Dublin storm drain inlet or manhole ID#.
- Detail of services performed.
- Specify storage capacity condition of the device by indicating percent full (capacity).
- Provide an estimated amount of debris removed from each unit in gallons or cubic feet.
- Include trash characterization for trash removed (i.e. % trash and dominant types of trash).
- Report any special problems such as flooding, screen blinding or plugging from leaves, plastic bags, or other debris causing overflow, damage reducing function, or other negative conditions.
- Date-stamped photo documentation of maintenance activity completed on all inlet filters and H/S units.

If special problems are observed that could potentially cause or contribute to localized flooding, the City shall be contacted on the same day, if rain is imminent.

Traffic Control
Inspection and maintenance crews shall follow current City of Dublin, CalTrans and California Manual of Uniform Traffic Control Devices standards. No public road under the jurisdiction of the City of Dublin shall be closed to travel by the general public without special permission of the City Engineer in writing. No lane closures will be allowed between 6:00 am and 9:00 am or between 3:30 pm and 6:30 pm. At other times, lane closures will be at the discretion of the City Engineer. At least one lane of traffic shall be kept open to the general public. Appropriate traffic control shall be provided for bicycles and pedestrians, as well as for motorized vehicles. Note the following:

- Traffic control shall be provided by the Contractor, as necessary. The traffic control shall be provided by a C31 certified company.
- A site-specific traffic control plan will be required for any traffic lane closures and shall be approved by the City's Traffic Engineer.

Note: a C31 certified company does not need to be employed if a lane closure is not required. However, all traffic control provided shall follow the California Manual on Unifor Traffic Control Device rules, regardless of who is implementing the traffic control.

Hours of Operation

Inspection and maintenance of H/S and inlet filters shall occur Monday through Friday may not commence prior to 8:00 am in residential areas. Upon award of the contract, a proposed maintenance schedule shall be provided to the City for review and approval.

Prevailing Wage
All work shall be based on prevailing wage scale.

Process and General Conditions

1. Proposers shall submit one electronic PDF copy of the proposal to:

   Shannan Young,
   Environmental & Sustainability Manager
   Shannan.Young@dublin.ca.gov

2. Deadline for submitting the proposal is **August 29, 2022**, by 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 15 pages using minimum 12-point font size.

Schedule for RFP Process

August 12, 2022	Request for Proposals posted to City website.
August 19, 2022	Deadline to submit questions to City of Dublin. Submit questions to Shannan.Young@dublin.ca.gov.
August 24, 2022	Addendum posted, if required
August 29, 2022	Proposals are due no later than 5:00 PM via email to Shannan.Young@dublin.ca.gov. Late submittals will not be accepted.
Week of August 29, 2022	Interview firms (optional)
October 4, 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. Please that the RFP submittal is limited to **15 pages maximum,** single sided (excluding resumes).

Please submit one electronic copy of their Proposal as follows:

1. Enclose a cover letter not to exceed one page, describing the firm's interest and commitment to perform work necessary to provide contract 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. State the qualifications and experience of the firm/individual(s). 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 RFP. Please include a brief description of the work performed and the role your firm performed.

4. List key staff members, including identification of the Principal-in-Charge and Project Manager/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 in time and budget.

5. Provide an approach to completing this project, showing the flow of various tasks of the work and demonstrating the clear understanding of the requested work.

6. Provide a project schedule.

7. Present proposed project budget, to include a compensation rate schedule for services.

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

9. Provide Department of Industrial Relations (DIR) Registration Number.

Standard Consulting Agreement:

It is anticipated that the services covered by the Agreement resulting from this solicitation will be performed on a per event basis (e.g. per inspection or per maintenance event). The term of the agreement will begin **October 5, 2022**.

A sample of the City's Standard Contactor Services 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 proposal. 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 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 grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Proposer non-compliance, the City of Dublin may cancel, terminate or suspend the Contract in whole or in part. Proposer may also be declared ineligible for further contracts with the City of Dublin.

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

Governing Law

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

Insurance Requirements

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

General Liability Insurance	$1,000,000
Automobile Liability Insurance	$1,000,000
Professional Liability Insurance	$1,000,000
Workers' Compensation Insurance	$1,000,000
Pollution Liability 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, E-Mail, and Term of the Contract.

Review and Selection Process

The City reserves the right to make the selection based on its sole discretion. A subcommittee selected by City Staff will evaluate proposals provided in response to this RFP. The subcommittee will use a forced ranking process (please see **Attachment B**,

Forced Ranking Rating Sheet, for further detail). Informal interviews may be conducted by City staff and may include more than one firm that has submitted a Proposal.

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

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

Selection of Contractor

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 Contractor Services Agreement

Intentionaly Removed Standard Template for Brevity

Attachment B

Forced Ranking Sheet

City of Dublin
Forced Ranking Rating Sheet

Instructions: After each review, write the name of the candidates in the boxes in ranked order of 1 through 5, with the number 1 candidate in the left column being the most qualified candidate. For example, candidate Smith's name would be in the Rank 1 box after the first review, since that firm would be the only candidate so far. After candidate Jones is reviewed in the second review, then decide which of the two candidates – Smith or Jones – should be ranked #1 and #2. As reviews continue, re-rank the applicants as appropriate.

	Rank 1																	
Firm 1		Rank 2																
Firm 2			Rank 3															
Firm 3				Rank 4														
Firm 4					Rank 5													
Firm 5						Rank 6												
Firm 6							Rank 7											
Firm 7								Rank 8										
Firm 8									Rank 9									
Firm 9										Rank 10								
Firm 10											Rank 11							
Firm 11												Rank 12						
Firm 12													Rank 13					
Firm 13														Rank 14				
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Firm 17																		Rank 18
Firm 18																		
Firm 19																		

Rater Name: _____

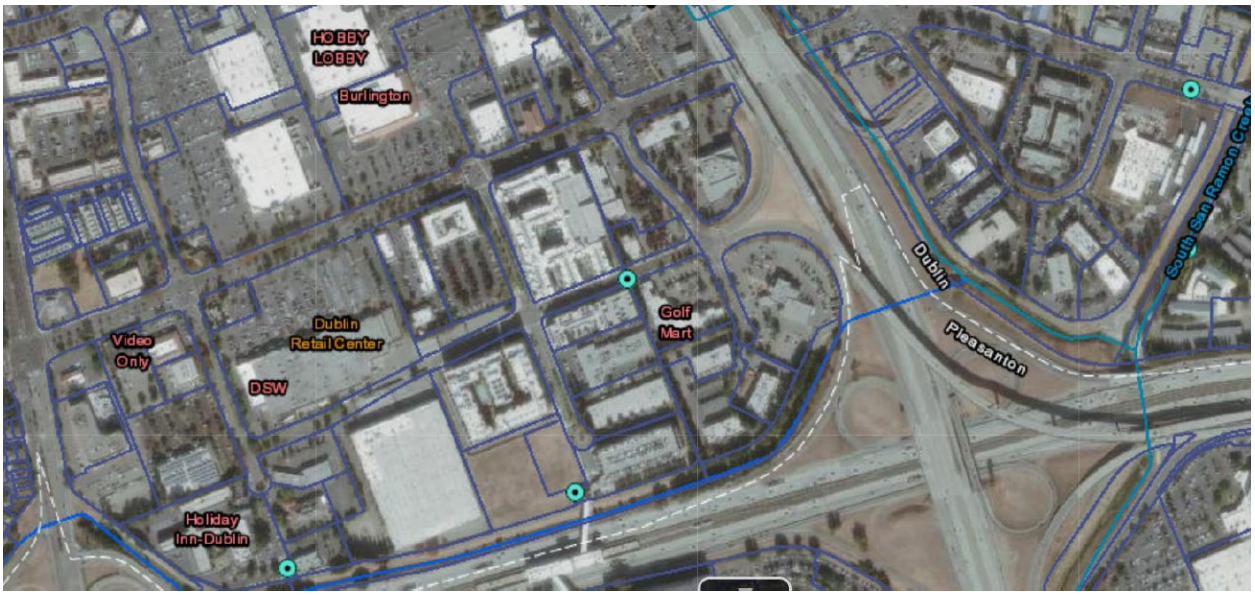
Attachment C

Trash Capture Devices Location Maps

Overview of Hydrodynamic Separator Locations

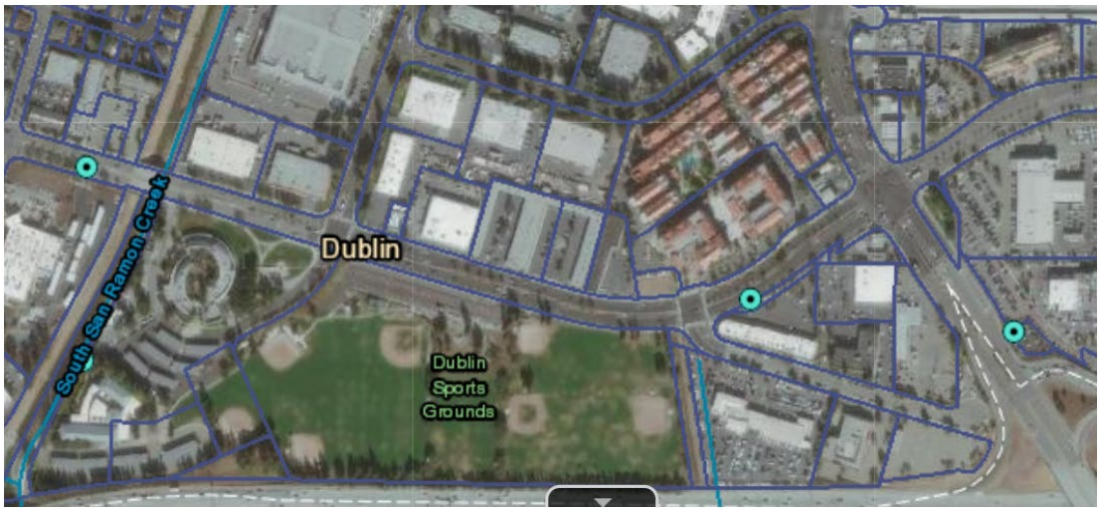


Hydrodynamic Separator locations – closer views





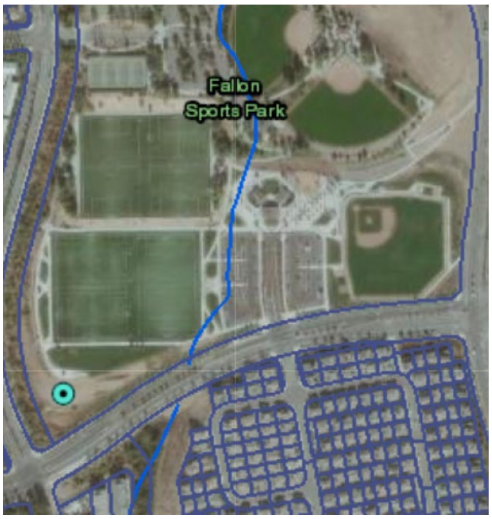
Hydrodynamic separators – closer view continued



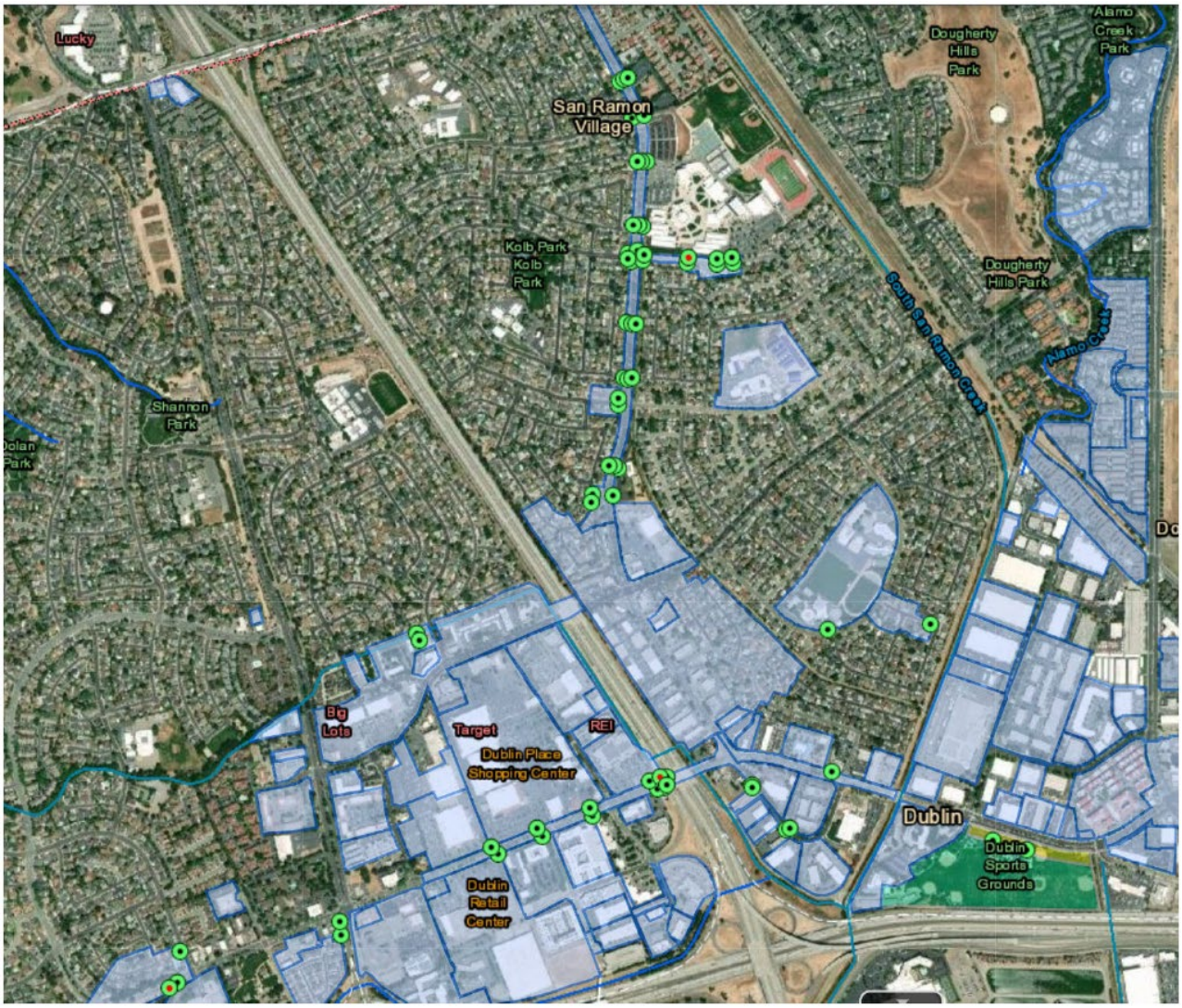




Hydrodynamic separators – closer view continued



Inlet Filter Locations



Inlet filter locations continued





Inlet filter locations continued



Agenda Item 4.11

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: City Proclamations for the Months of November and December
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will consider the following proclamations for the months of November and December in the City of Dublin: Native American Heritage Month, Family Caregivers Month, Diabetes Awareness Month, Entrepreneurship Month, Critical Infrastructure Security and Resilience Month, College Application Month, Alzheimer's Disease Awareness Month, Adoption Month, Veterans and Families Month, United Against Hate Week, American History and Founders Month, Small Business Saturday, and Impaired Driving Month.

STAFF RECOMMENDATION:

Approve the proclamations.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider the following proclamations for the month of November:

1. Native American Heritage Month
2. Family Caregivers Month
3. Diabetes Awareness Month
4. Entrepreneurship Month
5. Critical Infrastructure, Security and Resilience Month
6. College Application Month
7. Alzheimer's Disease Awareness Month
8. Adoption Month

9. Veterans and Military Families Month
10. United Against Hate Week
11. American History and Founders Month
12. Small Business Saturday
13. Impaired Driving Month

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Native American Heritage Month Proclamation
2) Family Caregivers Month Proclamation
3) Diabetes Month Proclamation
4) Entrepreneurship Month Proclamation
5) Critical Infrastructure Security and Resilience Month Proclamation
6) College Application Month Proclamation
7) Alzheimer's Disease Awareness Month Proclamation
8) Adoption Month Proclamation
9) Veterans and Military Families Month Proclamation
10) United Against Hate Week Proclamation
11) United Against Hate Week Poster
12) American History and Founders Month Proclamation
13) Small Business Saturday Proclamation
14) Impaired Driving Month Proclamation

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Native American Heritage Month"

WHEREAS, during Native American Heritage Month we celebrate the rich tapestry of Indigenous peoples and honor their sacrifices, which we recognize as inextricably woven into the history of this country; and

WHEREAS, Native Americans are descendants of the original Indigenous inhabitants of what is now the United States; and

WHEREAS, Native Americans have moving stories of tragedy, triumph, and perseverance that need to be shared with future generations; and

WHEREAS, Native Americans have enriched our heritage and continue to add to all aspects of our society through their generosity of culture and the continued practice of teaching economic, environmental, and cultural sustainability; and

WHEREAS, the City of Dublin is committed to honoring our native peoples and recognizing their continued contributions to our society.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "Native American Heritage Month" in the City of Dublin and encourages all citizens to join in celebrating the Indigenous peoples of this country and our community.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL CITY OF DUBLIN, CALIFORNIA

"Family Caregivers Month"

WHEREAS, in the United States, approximately 78 million family members are providing unpaid care to adults or children; and

WHEREAS, Family Caregivers Month is held nationally in November and was created to share appreciation for family caregivers; and

WHEREAS, according to the American Association of Retired Persons, about 34.2 million Americans have provided unpaid care to an adult age 50 or older in the last 12 months; and

WHEREAS, more than 75% of all family caregivers are women, according to a 2016 report by the National Institute on Aging; and

WHEREAS, caregivers help their family members live fulfilling lives by providing vital assistance in domestic, financial, and medical affairs; and

WHEREAS, we honor the innumerable sacrifices made in homes across the country, and we affirm our resolve to ensure all caregivers are given the resources and respect they deserve; and

WHEREAS, this support requires a commitment from our community stakeholders to equip caregivers with training and tools to use to safeguard their family's health and security.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "Family Caregivers Month" in the City of Dublin and encourages all citizens to reach out to those who provide care for their family members, friends, and neighbors in need, to honor and thank them.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL CITY OF DUBLIN, CALIFORNIA

"Diabetes Awareness Month"

WHEREAS, November is National Diabetes Awareness Month and World Diabetes Day is celebrated globally on November 14th to raise awareness about Type 1 and Type 2 diabetes; and

WHEREAS, the theme for 2022 World Diabetes Day is "Access to Diabetes Care." The campaign aims to raise awareness around the millions of people with diabetes around the world who do not have access to diabetes care; and

WHEREAS, education is a key part in spreading awareness about what Type 1 diabetes is and is not; and

WHEREAS, diabetes often goes undiagnosed because many of its symptoms seem harmless; and

WHEREAS, as the number of people with diabetes continues to increase across the world, the role of nurses and other health professional support staff becomes increasingly important in managing the impact of the condition; and

WHEREAS, healthcare providers and governments must recognize the importance of investing in education and training.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "Diabetes Awareness Month" in the City of Dublin and encourages all citizens to increase awareness by taking the time to learn about the signs and symptoms related to diabetes.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Entrepreneurship Month"

WHEREAS, November is National Entrepreneurship month, a time to recognize and celebrate the successes and contributions of our nation's entrepreneurs; and

WHEREAS, Global Entrepreneurship is celebrated in over 170 countries and is the world's largest celebration of the innovators and job creators who launch startups that bring ideas to life, drive economic growth, and expand human welfare; and

WHEREAS, new venture creation and new businesses are an integral part of the growth and sustainability to the future of the City of Dublin; and

WHEREAS, the City of Dublin has many small businesses and entrepreneurs who continue to be pillars of our community by shifting their operations as we recover from the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "Entrepreneurship Month" in the City of Dublin and encourages all citizens to continue to support our small businesses and local entrepreneurs by shopping local.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Critical Infrastructure Security and Resilience Month"

WHEREAS, the infrastructure of the American way of life is constantly evolving and growing in complexity and connectivity; and

WHEREAS, these systems support the millions of activities that people conduct each day to transact business, communicate with friends and family, maintain health and safety, and more; and

WHEREAS, Infrastructure Security Month is a time to shine a light on the vital role that critical infrastructure systems and places play in keeping the nation and our communities safe, secure, and prosperous; and

WHEREAS, it is also a time to think about how each of us can contribute to the security and resilience of the nation's most essential services and functions, especially in a dynamic environment caused by COVID-19; and

WHEREAS, everyone has a role, whether it is investing in resilience, making preparedness plans and exercising those plans, or simply saying something when you see something that looks suspicious.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "Critical Infrastructure Security and Resilience Month" in the City of Dublin and encourages all citizens to recognize the importance of protecting our infrastructure and to observe this month with appropriate measures to enhance our resilience.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"College Application Month"

WHEREAS, overwhelming evidence reveals that higher levels of education lead to greater prosperity and competitiveness in the "knowledge economy"; and

WHEREAS, College Application Month is intended to expand statewide access and awareness to the college application process for high school seniors, and planning for college cannot begin too early; and

WHEREAS, California colleges and universities garner the most college applications in the nation, and the popularity of UC campuses has surged, making it more important to prepare during College Application Month; and

WHEREAS, once a student identifies which college they plan to attend, there are important deadlines related to the registration process, including deadlines for paying fees, taking assessment tests, and registering for courses.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "College Application Month" in the City of Dublin and applauds the role of the Dublin Unified School District teachers and support staff in helping prepare high school seniors and parents for future success.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Alzheimer's Disease Awareness Month"

WHEREAS, the health and safety of all citizens is important to the happiness, prosperity, and well-being of our families, communities, and economy; and

WHEREAS, Alzheimer's disease is a progressive brain disease that slowly deteriorates brain cells, affecting one's reasoning skills and abilities to perform simple tasks, ultimately leading to memory loss; and

WHEREAS, Alzheimer's disease, which currently has no cure, is the sixth leading cause of death in adults age eighteen or older in the United States; and

WHEREAS, further research of Alzheimer's Disease is critical, as it is the only cause of death among the top ten causes in the United States that currently cannot be prevented, cured or even slowed; and

WHEREAS, changing the trajectory of Alzheimer's disease requires public health tools and techniques including encouraging healthy behaviors to reduce the risk of co-occurring conditions, decreasing the number of people with undiagnosed dementia, improving medical management of dementia, and assisting family caregivers with getting support to help them sustain their vital roles; and

WHEREAS, it is imperative that Alzheimer's patients receive early diagnoses and have access to quality, affordable care, and that further research of this disease continues. City of Dublin residents have access to numerous memory care facilities in the City and throughout the Tri-Valley.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "Alzheimer's Disease Awareness Month" in the City of Dublin and encourages all citizens to learn more about Alzheimer's disease and support those living with the disease.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Adoption Month"

WHEREAS, children are key to the success, prosperity, and quality of life of our communities; and

WHEREAS the City of Dublin recognizes the importance of giving children in foster care permanent, safe, and loving families through adoption; and

WHEREAS, adoption creates supportive, loving families for children and teens; and

WHEREAS, supportive families can help a child or teen overcome past traumatic experiences and reach their full potential; and

WHEREAS, there is always a need for parents who are willing to adopt siblings, older youth, and young people with complex medical and behavioral needs; and

WHEREAS, there are numerous individuals, nonprofit organizations, and public servants dedicated to finding families for children and teens in foster care who are waiting to be adopted.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "Adoption Month" in the City of Dublin and encourages all citizens to consider answering the call to find a permanent and caring family for every child in need and supporting the families who care for them.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL CITY OF DUBLIN, CALIFORNIA

"Veterans and Military Families Month"

WHEREAS, every November, the President signs a proclamation declaring November as National Veterans and Military Families Month; and

WHEREAS, with hundreds of thousands of service members deployed overseas, recognizing the daily sacrifices made by active duty, Guard, and Reserve military families has never been more important; and

WHEREAS, during National Veterans and Military Families Month, we honor and express our deep appreciation for these brave men and women and their families; and

WHEREAS, the City of Dublin is home to U.S. Army Parks Reserve Training Area (PRFTA), also known as Camp Parks, a premier academic institution, military intelligence facility, and battlefield simulation center that supports military readiness for both the Army Reserve and the entire Joint Force; and

WHEREAS, the City of Dublin is also home to Valor Crossing, a veteran family apartment development that allows residents to live in a safe and positive environment and be part of a healthy, growing community.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "National Veterans and Military Families Month" in the City of Dublin and encourages all citizens to learn more about the history of Camp Parks and honor Veterans and Military Families through the tremendous contributions they have made and continue to make in our country and community.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE
CITY OF DUBLIN, CALIFORNIA

"United Against Hate Week – November 13-19, 2022"

WHEREAS, the United States is a nation of immigrants, whose strength comes from its diversity; and

WHEREAS, the Constitution of the United States confers equality on all individuals, regardless of race, gender, orientation, religion, or political beliefs; and

WHEREAS, deep divisions within our country are the result of extreme ideology, further strengthening a cycle of mistrust and suspicion fueled by fear, anxiety, and insecurity; and

WHEREAS, the number of hate crimes across the United States has increased dramatically in the recent past; and

WHEREAS, the City of Dublin stands strongly in support of our diverse community, honoring and protecting every individual regardless of race, creed, color, gender, religion, ethnicity, nationality, orientation, or identity; and

WHEREAS, education, compassion, and cooperation are key to unlocking understanding and embracing differences between people; and

WHEREAS, the City of Dublin seeks to join other communities around the state in recognizing United Against Hate Week as an important step in bridging divisions as well as strengthening our communities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby proclaim the week of November 13-19, 2022 as "United Against Hate Week" in the City of Dublin and recognizes that it is an important step in bridging divisions and healing communities.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston


DUBLIN
STANDS
UNITED
AGAINST
HATE

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"American History and Founders Month"

WHEREAS, during American History and Founders Month, we celebrate the vibrant American spirit that drives our communities to remarkable heights; and

WHEREAS, the purpose of American History and Founders Month is to create a tradition of educating and celebrating the founding history of our country for all Americans; and

WHEREAS American History and Founders Month takes place every November; and

WHEREAS, preserving and understanding American Heritage are intrinsic values that will serve us throughout our lives, bind us together, and allow us to better understand the foundation of our country; and

WHEREAS, the Month of November includes important holidays, such as Election Day, Veterans' Day, and Thanksgiving, that focus on American civics and history.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 2022 as "American History and Founders Month" in the City of Dublin and encourages all citizens to celebrate the rich history of America.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Small Business Saturday"
November 26, 2022

WHEREAS, the City of Dublin believes that small businesses are the backbone of our economy and the glue that holds communities together. According to the United States Small Business Administration, there are over 30 million small businesses in the United States; and

WHEREAS, small businesses create nearly two out of three jobs in our national economy; and

WHEREAS, the City of Dublin supports our local businesses that create jobs, spur economic growth, boost our local economy, and preserve our neighborhoods; and

WHEREAS, advocacy groups and public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

WHEREAS, we know that small businesses remain in need of our support as they continue to navigate through and recover from the effects of the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim November 26, 2022, as "Small Business Saturday" in the City of Dublin, a day to celebrate and support small businesses and all they do for their communities and urge the residents of this community to support small businesses and merchants on this day and throughout the year.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

A PROCLAMATION OF THE CITY COUNCIL
CITY OF DUBLIN, CALIFORNIA

"Impaired Driving Prevention Month"

WHEREAS, Impaired Driving Prevention Month marks a time to raise awareness about the consequences of driving under the influence of alcohol and drugs; and

WHEREAS, the season between Thanksgiving and New Year's Day is a period that Mothers Against Drunk Driving® (MADD) describes as "one of the deadliest and most dangerous times on America's roadways due to an increase in impaired driving"; and

WHEREAS, MADD is teaming up with law enforcement agencies across the country throughout the month of December 2022, which is being recognized as Impaired Driving Month for the 41st consecutive year; and

WHEREAS, during December, drunk driving increases as more people travel and attend events where alcohol is served; and

WHEREAS, MADD is asking everyone to take personal responsibility this holiday season by making a plan for a safe ride home before the celebrations begin by designating a non-drinking, unimpaired driver, using a rideshare program, or providing non-alcoholic beverages.

NOW, THEREFORE, BE IT RESOLVED that the Dublin City Council does hereby proclaim December 2022 as "Impaired Driving Month" in the City of Dublin and encourages all citizens to consider staying sober during holiday events or use a ride share or designated driver.

DATED: October 18, 2022

Mayor Melissa Hernandez

Vice Mayor Jean Josey

Councilmember Sherry Hu

Councilmember Shawn Kumagai

Councilmember Michael McCorriston

Agenda Item 4.12

STAFF REPORT
CITY COUNCIL

DATE: **October 18, 2022**

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Fiscal Year 2021-22 4th Quarter Financial Review and Additional Special Designation of General Fund Reserves
Prepared by: Lisa Hisatomi, Director of Administrative Services

EXECUTIVE SUMMARY:

The City Council will receive a financial report on the fourth quarter of Fiscal Year 2021-22 and consider amendments to General Fund reserve designations.

STAFF RECOMMENDATION:

Adopt the **Resolution** Authorizing Additional Special Designations of General Fund Reserves for Fiscal Year 2021-22 and confirm additional General Fund reserve designations as of June 30, 2022.

FINANCIAL IMPACT:

City Council confirmation of General Fund reserve designations will not alter amounts received or spent but will allow Staff to close the Fiscal Year 2021-22 financial books.

Total General Fund reserves are projected at $223.5 million as of June 30, 2022, with $64.6 million in the unassigned cash flow reserve, representing 8.1 months of the Fiscal Year 2022-23 Adopted General Fund Budget. All other funds comply with policies governing fund balance.

DESCRIPTION:

This report transmits the preliminary financial results of the Fiscal Year 2021-22 year-end, focusing on the General Fund. At this time, the numbers are essentially final, and though adjustments may happen as the audit is finalized, Staff does not expect substantial changes from the numbers in this report. The Annual Comprehensive Financial Report, which will be

presented to the City Council at the second meeting in December, will contain the final audited results.

General Fund Overview (Attachment 2)
General Fund operating revenues totaled $114.2 million in Fiscal Year 2021-22, an increase of $11.0 million over the prior year. Total revenues, including an accounting adjustment of unrealized gains and transfers in, were $99.0 million, a decrease of $0.5 million from the prior year. General Fund operating expenditures totaled $80.9 million, an increase of $6.8 million from the prior year. Total expenditures, including contributions to other funds and transfers out, were $85.2 million, an increase of $4.8 million from the prior year. Contributions to capital projects and other funds totaled $4.3 million, a decrease of $2.0 from the prior year. The resulting impact on total General Fund Reserves was an increase of $14.0 million, as shown in Table 1.

Table 1: General Fund Summary

	FY 2020-21	FY 2021-22
Total Reserves, Beginning of Year	**$190,649,224**	**$209,764,495**
Revenues	103,200,620	114,199,928
Expenditures	(74,121,779)	(80,931,058)
Net Operating Budget Impact	**29,078,842**	**33,268,870**
Transfers In	273,623	312,874
Unrealized Gain/Loss	(3,936,480)	(15,525,055)[(1)]
Transfers Out/Contribution to Other	(6,300,714)	(4,336,114)
Total Reserves, End of Year	**$209,764,495**	**$223,485,070**
Change from Prior Year		**$13,720,575**

(1) Unrealized Loss includes the accounting adjustments of reversing a $4,516,760 unrealized gain in FY 20-21 and booking an $11,008,295 unrealized loss in FY 21-22.

Specific revenue and expenditure changes (+/-$250,000 compared to Fiscal Year 2020-21 actuals and to the Fiscal Year 2021-22 budget) are discussed below. The General Fund Summary (Attachment 2) presents this data by major category.

Revenues

Property Tax (+$2,179,303 vs. prior year / +$1,423,388 vs. budget)
Property Tax revenue in Fiscal Year 2021-22 increased along with a gain in net assessed valuation by $736 million (3.8%) over the prior year. This change is attributed to a 1.036% CPI adjustment as well as growth in home sales in the City. Transfers of ownership accounted for over 50% of the increase in assessed value for the year.

Sales Tax (+$1,596,435 vs. prior year / +$628,903 vs. budget)
Sales Tax revenue came in close to $1.6 million (6.4%) higher than in Fiscal Year 2020-21, primarily attributed to activity in the Fuel and Service Stations sector with high gas prices, strong recovery in the Restaurants and Hotels sector, and the overall high level of consumer spending.

Development Revenue (+$2,411,518 vs. prior year / +$986,561 vs. budget)
This category includes revenues associated with permits for new development (primarily building permits) as well as tenant improvements on current structures. It also includes fees for City services, most typically zoning and plan checking services. The increase was due to a higher level of activity based on development project timelines.

Transient Occupancy Tax (TOT) (+$511,612 vs. prior year / +$255,575 vs. budget)
The City has started to see the recovery of TOT revenue from the COVID-19 pandemic, with an increase of approximately 69% compared to the prior year. It should be noted that TOT revenue is only at 60% of the annual average prior to the pandemic.

Other Taxes (+$584,211 vs. prior year / +$1,292,861 vs. budget)
The net increase in Other Taxes over the prior year and current year budget was related to increases in Property Transfer Tax, which fluctuates with the real estate market, and Garbage Franchise Tax, due to the incorporation of updated garbage collection rates.

Interest (-$540,382 vs. prior year / +$1,069,289 vs. budget)
Interest earnings came in lower than the prior year, reflective the state of the economic markets. The Fiscal Year 2021-22 budget for interest was relatively conservative as Staff anticipated a low interest rate environment during budget preparation.

Rental & Leases (+$825,041 vs. prior year / +$191,049 vs. budget)
Fiscal Year 2021-22 rental revenue reached a new high in facility, field, and sports court rentals, an increase of over 40% compared to pre-pandemic levels.

Charges for Services (+$3,277,161 vs. prior year / +$2,246,647 vs. budget)
The increase in Fiscal Year 2021-22 compared to the prior fiscal year is attributed primarily to a significant increase in Parks and Recreation program revenues, as a result of the resumption of, and robust participation in, the City's recreation programs.

Other Revenue (+$292,648 vs. prior year / +$727,292 vs. budget)
Many revenues in this category are non-recurring in nature, such as Community Benefit Payments or one-time adjustments. The net increase in Fiscal Year 2021-22 is due to the reimbursement of our annual fire services retiree health payment, as the plan is super funded.

Expenditures

Salaries and Wages (+$1,003,784 vs. prior year / -$1,102,009 vs. budget)
While staffing costs came in lower than budgeted because a number of vacant positions remained unfilled during the year, seasonal salaries increased from the prior fiscal year due to the resumption of recreation programs impacted by COVID-19.

Benefits (-$25,916 vs. prior year / -$643,704 vs. budget)
Benefit costs came in lower than the budget because of vacant positions, but also due to lower retirement costs for employees new to the California Public Employees' Retirement System.

Services and Supplies (+$1,112,251 vs. prior year / -$706,644 vs. budget)
Expenditures for supplies and services in Fiscal Year 2021-22 were higher than the prior fiscal year due to the re-opening of all City facilities and resumption of recreation programs, as well as an increase in insurance premiums. The expenditure category came under budget due to lower than anticipated expenditures in operating supplies, printing, and advertising, and lower equipment and vehicle maintenance costs.

Utilities (+$112,078 vs. prior year / -$540,101 vs. budget)
Utilities were higher than the prior fiscal year due to the re-opening of all City facilities, but lower than budget due to a conservative estimate of the annual water rate increase. In addition, the City utilized less recycled water than anticipated due to drought restrictions.

Contracted Services (+$3,880,744 vs. prior year / -$4,050,018 vs. budget)
Compared to the prior year, contract expenditures came in higher than the prior year mainly due to planned increases in police services, fire services, and maintenance contract costs. In addition, development-related contract services costs were higher than the prior fiscal year based on the timing of development projects, and other contracted services increased due to the resumption of recreation programs. Both development-related and instructor contract services costs are offset by revenues.

Compared to the budget, the largest variances were in development services contracts ($1.4 million under budget) due to the timing of development projects, and all other general City contracts ($2.3 million under budget). General City contracts includes a variety of services across departments such as: City Clerk (scanning services), City Attorney services, Administrative Services (sales tax consulting), Public Works (traffic signal consulting and maintenance, street maintenance, and waste management) and Parks and Community Services (Alameda County Library contract). Of the amount remaining for general contracts, approximately $1.1 million will be carried over to Fiscal Year 2022-23 to continue projects underway.

Capital Outlay (-$299,234 vs. prior year / -$189,662 vs. budget)
Capital Outlay expenditures are typically one-time in nature, and they vary from year to year. These purchases were under budget by $189,662 in Fiscal Year 2021-22; of that amount, $70,000 will be carried over to complete the Public Works Department workspace reconfiguration.

Debt Service Payment (+$945,285 vs. prior year / -$30,435 vs. budget)
The variance in debt service is attributed to the first-year payment for the Energy Lease Revenue Bond.

Transfers Out for Capital Improvement Program (CIP) Projects
The General Fund transferred out $3.3 million in Fiscal Year 2021-22 for capital project expenditures; of that amount, $2.8 Million was covered by Committed/Assigned Reserves. $12.5 million of the unspent capital project budget will be carried over to Fiscal Year 2022-23. Table 2 summarizes the CIP projects funded by the General Fund.

Table 2: General Fund CIPs

Project	Amount
Committed/Assigned	
Civic Center HVAC and Roof Replacement	$22,602
Civic Center Rehabilitation	35,998
Don Biddle Community Park	1,424,807
Dublin Heritage Park Cemetery Improvements	1,159,801
Electric Vehicle (EV) Charging Stations	5,128
Green Stormwater Infrastructure	301
IT Infrastructure Improvement	89,323
Maintenance Yard Facility Improvements	354
Public Safety Complex - Police Services Building	65,163
Subtotal - Committed/Assigned	**$2,803,478**
Alamo Creek Park & Assessment Dist. Fence Replacement	$3,233
Annual Street Resurfacing	67,957
Audio Visual System Upgrade	859
Citywide Bicycle and Pedestrian Improvements	2,650
Citywide Energy Improvements	60,861
Downtown Dublin Street Grid Network	10,646
Financial System Replacement	303,032
Restrooms Replacement	280
San Ramon Road Trail Lighting	83,117
Subtotal - Undesignated	**$532,636**
Total - General Fund Transfers Out to CIPs	**$3,336,114**

Reserves (Attachment 3)
In June 2022, based on estimated revenues and expenditures at that time, the City Council approved allocations to specific Committed Reserves and Assigned Reserves, shown in Table

3 below. With the close of the financial books, Staff is recommending additional allocations as described below. This Staff Report also transmits a Resolution (Attachment 1) which confirms designations only of additional Committed Reserves for Fiscal Year 2021-22. City Council approval of Assigned Reserves is not necessary by resolution.

Committed Reserves

a. Cultural Arts Center – Transfer $2,600,000 from the Fallon Sports Park III Contingency Reserve.
   On September 20, 2022, the City Council approved the transfer of $2.6 million from the Fallon reserve to the Cultural Arts Center project in conjunction with the award of the construction contract. With the addition, the total Committed Reserve for the Cultural Arts Center project is $7,139,197.

Assigned Reserves

a. Pension and OPEB - Increase $1,000,000.
   Staff recommends the addition of the budgeted $1.0 million to this reserve to cover potential future increases in the City's unfunded pension liability, for a total of $17.0 million.

b. Dublin Boulevard Extension – Create a new reserve and set aside $20,000,000.
   On August 16, 2022, Staff provided to the City Council an update on the Dublin Boulevard Extension Project. The preliminary engineering level cost estimate for the project is currently $151.5 million allocated between the City of Dublin and the City of Livermore, and it is expected that Dublin's share will be approximately $124.0 million. Of that amount, $63.0 million and $13.5 million will be funded by the Eastern Dublin Transportation Impact Fee (EDTIF) and Tri-Valley Transportation Development (TVTD) Fee respectively, with $47.5 million remaining in unidentified funding.

   The project cost included in the updated EDTIF is based on the share of future traffic volume using the Dublin Boulevard extension that is associated with the EDTIF area land use. The $63.0 million in EDTIF funding is not expected to be available by the time the construction phase starts but will be collected over the full buildout of development in Eastern Dublin. Staff is exploring ways of advancing this funding until it is collected, by using General Fund surpluses as possible. Staff will present a comprehensive discussion on the funding plan at an upcoming City Council meeting.

The additional allocation, as well as reserve allocations for budget carryovers and per accounting rules and/or City policy, have been incorporated into the General Fund Reserve Balances (Attachment 2).

Table 3. Committed/Specific Assigned Reserve Recommendations

Reserve Category	June 2022 Approval	Q4 Adjustment	FY 21-22 Total Adjustment	Adjustment Type
Committed				
Downtown Public Improvement	$2,200,000		$2,200,000	Add
Lease Revenue Bond Payoff	2,000,000		2,000,000	Add
One-Time Initiative - Capital	1,500,000		1,500,000	Add
Cultural Arts Center		$2,600,000	$2,600,000	Transfer
Fallon Sports Park III Contingency		(2,600,000)	(2,600,000)	Transfer
Assigned				
ARPA Revenue Replacement	$665,878		$665,878	Add
Non-Streets CIP Commitments	1,000,000		1,000,000	Add
Pavement Management	2,000,000		2,000,000	Add
Pension & OPEB		1,000,000	1,000,000	Add
Dublin Boulevard Ext. - Placeholder		20,000,000	20,000,000	Add

With approval of the recommendations above, the Unassigned Cash Flow Reserve is estimated at $64.6 million (or 8.1 months of the Fiscal Year 2022-23 Adopted General Fund Operating Budget), which is above the reserve target as provided for in the Fund Balance and Reserves Policy.

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 Additional Special Designations of General Fund Reserves For Fiscal Year 2021-22
2) General Fund Summary Q4 FY 2021-22
3) General Fund Reserves Summary Q4 FY 2021-22

RESOLUTION NO. XX – 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AUTHORIZING ADDITIONAL SPECIAL DESIGNATIONS 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 2021-22 Budget; and

WHEREAS, the City Council approved allocations to specific Committed Reserves and Assigned Reserves on June 21, 2022, based on estimated revenues and expenditures at that time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby make additional special allocation of the Fiscal Year 2021-22 year-end balance to the Committed fund balance as follows:

- Transfer $2,600,000 from reserve for Fallon Sports Park III Contingency to Cultural Arts Center

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 18th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

	Actual 2020-21	Adopted 2021-22	Amended 2021-22	Actual 2021-22
Revenues				
Property Tax	$53,007,086	$52,763,000	$53,763,000	$55,186,388
Sales Tax	24,860,469	22,528,000	25,828,000	26,456,903
Sales Tax Reimbursements	(219,445)	(610,000)	(610,000)	(346,696)
Development Revenue	7,391,926	7,721,318	8,816,883	9,803,444
Transient Occupancy Tax	743,962	750,000	1,000,000	1,255,575
Other Taxes	6,441,357	5,732,706	5,732,706	7,025,567
Licenses & Permits	334,852	313,434	313,434	354,643
Fines & Penalties	75,394	107,432	107,432	70,714
Interest Earnings	2,809,671	1,200,000	1,200,000	2,269,289
Rentals and Leases	822,841	1,020,768	1,456,833	1,647,882
Intergovernmental	300,618	285,000	285,000	324,519
Charges for Services	4,794,938	5,268,891	5,775,452	8,022,099
Other Revenue	1,836,951	1,317,231	1,402,307	2,129,599
Subtotal Revenues - Operating	**$103,200,620**	**$98,397,780**	**$105,071,047**	**$114,199,928**
Transfers In	$273,623	$56,600	$191,116	$312,874
Unrealized Gains/Losses	(3,936,480)			(15,525,055)
Total Revenues	**$99,537,763**	**$98,454,380**	**$105,262,163**	**$98,987,747**
Expenditures				
Salaries & Wages	$10,666,813	$12,772,606	$12,772,606	$11,670,597
Benefits	4,754,632	5,372,420	5,372,420	4,728,716
Services & Supplies	2,782,316	4,110,511	4,601,210	3,894,567
Internal Service Fund Charges	3,685,246	3,907,323	3,907,323	3,907,323
Utilities	2,399,088	3,045,467	3,051,267	2,511,166
Contracted Services	49,039,885	54,367,888	56,970,647	52,920,629
Capital Outlay	639,176	118,677	529,605	339,943
Debt Service Payment	-	-	975,720	945,285
Contingency & Miscellaneous	154,622	222,985	133,328	12,832
Subtotal Expenditures - Operating	**$74,121,779**	**$83,917,877**	**$88,314,127**	**$80,931,058**
Operating Impact (REV-EXP)	**$29,078,842**	**$14,479,903**	**$16,756,920**	**$33,268,870**
Transfer Outs & Contributions to Other Funds				
Transfers Out (CIPs) - Com./Assig. Reserv	4,352,208	1,633,905	11,224,744	2,803,478
Transfers Out (CIPs) - Undesignated	$948,506	2,404,645	4,621,480	532,636
Contribution to OPEB/PERS		1,000,000	1,000,000	-
Contribution to ISF	1,000,000	1,000,000	1,000,000	1,000,000
Subtotal - Transfers Out & Contributions	**6,300,714**	**6,038,550**	**17,846,223**	**4,336,114**
Total Expenditures	**$80,422,492**	**$89,956,427**	**$106,160,350**	**$85,267,172**
GF Impact (Include CIP & Transfers)	**$19,115,271**	**$8,497,953**	**($898,187)**	**$13,720,575**

TOTAL GENERAL FUND BALANCE	**$209,764,495**	**$218,262,448**	**$208,866,308**	**$223,485,069**

Contracted Services Detail	Actual 2020-21	Adopted 2021-22	Amended 2021-22	Actual 2021-22
Police Services [1]	$20,731,301	$22,294,777	$21,788,548	$21,437,403
Fire Services [1]	13,846,016	14,609,570	14,699,227	14,699,226
Maintenance Services (MCE)	5,344,843	5,933,838	5,933,838	5,875,493
Development	3,059,578	4,107,935	5,259,552	3,876,551
Other Contracted Services	6,058,148	7,421,768	9,289,483	7,031,956
Total Contracted Services	**$49,039,885**	**$54,367,888**	**$56,970,647**	**$52,920,629**

[1] Police and Fire liability insurance amounts are not included above, they are included in Services & Supplies.

GENERAL FUND RESERVES SUMMARY- Q4 FY 2021-22

Attachment 3

RESERVE DESCRIPTION	Actual 2020-21	Increase 2021-22	Decrease 2021-22	Net Change	Projected 2021-22
Non-Spendable	**$13,266**		**($2,725)**	**($2,725)**	**$10,541**
Prepaid Expenses	**13,266**		(2,725)	(2,725)	**10,541**
Restricted	**$4,493,314**		**($231,674)**	**($231,674)**	**$4,261,640**
Cemetery Endowment	**60,000**				**60,000**
Developer Contribution - Downtown	**1,490,000**				**1,490,000**
Developer Contr - Heritage Park	**19,000**				**19,000**
Developer Contr - Nature Park	**60,000**				**60,000**
Section 115 Trust - Pension	**2,114,314**		(231,674)	(231,674)	**1,882,640**
Heritage Park Maintenance	**750,000**				**750,000**
Committed	**$70,694,542**	**$8,300,000**	**($5,648,175)**	**$2,651,825**	**$73,346,367**
Advance to Public Facility Fee	**9,857,639**		(334,543)	(334,543)	**9,523,096**
Downtown Public Improvement	**13,000,000**	2,200,000	(23,770)	2,176,230	**15,176,230**
Economic Development	**53,319**		(53,319)	(53,319)	**0**
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 Opportunity	**1,031,719**		(5,128)	(5,128)	**1,026,591**
One-Time Initiative - Capital	**4,966,110**	1,500,000	(46,453)	1,453,547	**6,419,657**
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**		(1,159,801)	(1,159,801)	**13,748**
Contribution to Public Facility Fee	**6,000,000**				**6,000,000**
Cultural Arts Center (CIP)	**4,539,197**	*2,600,000*		2,600,000	**7,139,197**
Don Biddle Park (CIP)	**2,100,000**		(1,424,807)	(1,424,807)	**675,193**
Fallon Sports Park III Contingency	**3,110,500**		*(2,600,000)*	(2,600,000)	**510,500**
Lease Revenue Bond Payoff	**4,000,000**	2,000,000		2,000,000	**6,000,000**
Maintenance Facility (CIP)	**55,443**		(354)	(354)	**55,089**
Utility Undergrounding (CIP)	**3,500,000**				**3,500,000**
Assigned	**$66,743,520**	**$26,031,141**	**($508,339)**	**$25,522,802**	**$92,266,322**
Accrued Leave	**1,296,514**	11,530		11,530	**1,308,044**
Catastrophic Loss	**17,710,320**				**17,710,320**
CIP Carryovers	**2,735,111**	1,353,733		1,353,733	**4,088,843**
Fiscally Responsible Adjustment	**325,000**				**325,000**
Municipal Regional Permit	**2,212,931**		(3,153)	(3,153)	**2,209,778**
Non-Streets CIP Commitments	**2,366,100**	1,000,000	(89,323)	910,677	**3,276,777**
Operating Carryovers	**1,882,745**		(282,199)	(282,199)	**1,600,546**
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**
Dublin Blvd Extension - Placeholder (New)		*20,000,000*		20,000,000	**20,000,000**
Specific Assigned Reserves					
ARPA Revenue Replacement		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**		(9,901)	(9,901)	**364,256**
HVAC Replace. & Civic Ctr Improv. (CIP)	**3,337,009**		(58,600)	(58,600)	**3,278,409**
Pavement Management		2,000,000		2,000,000	2,000,000
Public Safety Complex (CIP)	**152,363**		(65,163)	(65,163)	**87,200**
Village Pkwy Pavement Reconstruction	**10,000,000**				**10,000,000**
Unassigned	**$67,819,852**	**$6,390,913**	**($20,610,566)**	**($14,219,653)**	**$53,600,199**
Unassigned-Unrealized Gains	**4,516,760**		(15,525,055)	(15,525,055)	**(11,008,294)**
Unassigned (Available)	**63,303,092**				**64,608,493**
TOTAL RESERVES	**$209,764,495**	**$40,722,054**	**($27,001,479)**	**$13,720,575**	**$223,485,069**

Agenda Item 4.13

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Amendment to Legal Services Agreement with Meyers Nave
Prepared by: John Bakker, City Attorney

EXECUTIVE SUMMARY:

Meyers Nave has requested that the City Council consider amending its legal services agreement with the City to increase the hourly rate for general legal services, labor and employment advice services, and reimbursable third-party services.

STAFF RECOMMENDATION:

Approve and authorize the Mayor to execute the Third Amendment to the Amended and Restated Agreement for Legal Services.

FINANCIAL IMPACT:

The proposed amendment to the agreement for legal services would increase the hourly rates as follows:

General Legal Services	$295 per hour to $315 per hour
Labor and Employment Advice and Reimbursable Legal Services	Range $305-$445 per hour to Range: $325-$475 per hour

DESCRIPTION:

Amendment to Legal Services Agreement

The City of Dublin has contracted with Meyers Nave and its predecessors for legal services since the City's incorporation in 1982. In 2018, the City Council amended and restated the agreement (Attachment 1), and it was subsequently amended in 2019 and 2021. (Attachments 2 and 3.)

Meyers Nave requested that the City Council consider the following changes to the

Legal Services Agreement:

General Legal Services	$295 per hour to $315 per hour
Labor and Employment Advice and	Range $305-$445 per hour to
Reimbursable Legal Services	Range: $325-$475 per hour

The proposed increase is approximately 6.5%, which is less than the annual rate of inflation of more than 8%.

In addition, Meyers Nave proposes the addition of billing categories for "Senior Of Counsel" to be billed at the same rate as "Principals" and a "Paralegal" rate.

Attachment 4 is the proposed Second Amendment to the Agreement for Legal Services.

The proposed amendment would take effect as of July 1, 2021.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Amended and Restated Agreement for Legal Services
2) First Amendment to Agreement for Legal Services
3) Second Amendment to Agreement for Legal Services
4) Proposed Third Amendment to Agreement for Legal Services

AMENDED AND RESTATED
AGREEMENT FOR LEGAL SERVICES

This Agreement, made and entered into as of September 1, 2018, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY" and MEYERS, NAVE, RIBACK, SILVER & WILSON, a professional law corporation, hereinafter referred to as "MNRSW."

WITNESSETH

WHEREAS, JOHN D. BAKKER is a principal of the law firm of MNRSW;

WHEREAS, CITY and MNRSW are parties to an agreement dated November 1, 2017, entitled "Agreement for Legal Services;" and

WHEREAS, said "Agreement for Legal Services" restated various provisions of the Agreement for Legal Services, dated January 15, 2008, which had been amended several times since 2008; and

WHEREAS, the parties desire to amend the compensation section of the "Agreement for Legal Services," to reflect inflation; and

WHEREAS, the purpose of this Agreement is to restate the "Agreement for Legal Services" as amended and make the change to the compensation section; and

WHEREAS, it is the desire of the parties hereto to enter this Agreement and establish the terms and conditions for rendition of legal services to the CITY OF DUBLIN and the compensation therefore.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Appointment of City Attorney.

CITY hereby retains JOHN D. BAKKER, hereinafter referred to as "ATTORNEY," as City Attorney for the CITY OF DUBLIN and ATTORNEY agrees to faithfully represent the legal interests of CITY during the term of this Agreement. ATTORNEY shall propose another attorney of MNRSW to serve as the Assistant City Attorney, subject to his or her appointment by the City Council.

2. ATTORNEY'S Services.

ATTORNEY shall provide, through his own services and those of such other attorneys of MNRSW, as he shall determine, all legal services usually and normally provided by city attorneys, and specifically those duties and services described in Government Code Sections 41801, 41802, 41803 and 41803.5. Such services shall include, but not be limited to:

a. Attendance at City Council and Planning Commission meetings;

b. A scheduled presence of the City Attorney or Assistant at City Offices ("Office Hours") as may be requested by the City Manager, not to exceed 14 hours per week;

c. Preparation of ordinances, resolutions, leases, contracts or other legal documents;

d. Preparation of all findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the City Council, boards, commissions or officers;

e. Rendering legal advice (both oral and written) to members of the City Council, commissions, boards, and to the City Manager, department heads and employees with respect to City matters;

f. Negotiating and/or rendering advice with respect to negotiations pertaining to City's contracts, leases and memoranda of understanding;

g. Representing City in litigation and/or arbitration or other judicial, administrative or quasi-judicial proceedings;

h. Furnishing legal services for assessment district or bond proceedings; and

i. Furnishing legal services for the redevelopment agency, parking authority or other agencies or entities which are not operated as an integral part of City, but which are or may be created by City as independent agencies.

3. Independent Contractor.

ATTORNEY shall provide legal services to CITY as an independent contractor, with control over his offices, hours, support staff and other matters except as provided herein.

4. Compensation.

City shall compensate ATTORNEY, through MNRSW, in the amount of $265 per hour for all services rendered, whether by ATTORNEY or by other attorneys associated with MNRSW, with the following exceptions: (a) litigation, for which ATTORNEY, through MNRSW, shall be compensated in the amount of $315 per hour for all litigation services rendered whether by ATTORNEY or by other attorneys associated with MNRSW; and (b) work for which the City is reimbursed by third parties, for which ATTORNEY, through MNRSW, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with MNRSW:

Senior Principal	$410
Principal	$360
Senior Associate and Of Counsel	$315
Associate	$290

MNRSW will also be reimbursed for customary costs and disbursements, including deposition and witness fees, court costs, telephone, photocopying, facsimile charges, computer research on-line fees and messenger services. ATTORNEY, through MNRSW, shall bill CITY at least on a monthly basis and CITY agrees to pay ATTORNEY within 30 days of such bill or statement.

Notwithstanding anything to the contrary in this agreement, the City shall have the right to retain the counsel other than MNRSW in particular matters.

5. No Assignment.

This Agreement is entered into by CITY and MNRSW and, except as set forth herein, the rights and obligations of ATTORNEY may not be assigned or delegated to any other attorney of MNRSW without express written consent of the City Council. This Agreement is not assignable.

6. Insurance

ATTORNEY agrees, through MNRSW, to carry malpractice insurance in full force and effect during the term of this Agreement in an amount not less than $1,000,000 (one million dollars) per person and $2,000,000 (two million dollars) per occurrence.

7. Annual Review

Annually, and at such other intervals as the City Council deems appropriate, ATTORNEY and Council shall meet to review the performance of ATTORNEY and members or associates of his firm in furnishing the services provided hereunder, and to review the compensation provisions hereof. The parties may agree to changes or amendments hereto, including, but not limited to changes in compensation provisions, which changes or amendments shall be evidenced by written amendment hereto.

8. Term

This Agreement shall be terminable by CITY at will and by ATTORNEY upon 30 days' written notice.

9. Effective Date.

This Agreement shall be effective September 1, 2018.

10. Supersession of Prior Agreements.

This Agreement shall supersede the Agreement for Legal Services, dated November 1, 2017, as amended.

IN WITNESS WHEREOF, the parties have executed this Agreement for Legal Services the day and year set forth below.

CITY OF DUBLIN
a Municipal Corporation

Dated: 11/20/18

By _____
David Haubert, Mayor

Attest:

_____
City Clerk

MEYERS NAVE RIBACK SILVER & WILSON

Dated: 11/20/18

By _____
John D. Bakker, Principal

2877922.1

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This First Amendment to Amended and Restated Agreement for Legal Services is made and entered into as of July 1, 2019, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY," and MEYERS, NAVE, RIBACK, SILVER & WILSON, hereinafter referred to as "MNRSW."

WITNESSETH

WHEREAS, CITY and MNRSW are parties to an Amended and Restated Agreement for Legal Services, dated and entered into as of September 1, 2018; and

WHEREAS, it is the desire of the parties hereto to amend the agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the Agreement for Legal Services is amended as follows:

1. Existing paragraph 4 is deleted and new paragraph 4 is added, to read as follows:

"4. Compensation.

City shall compensate ATTORNEY, through MNRSW, in the amount of $280 per hour for all services rendered, whether by ATTORNEY or by other attorneys associated with MNRSW, with the following exceptions: (a) litigation, for which ATTORNEY, through MNRSW, shall be compensated in the amount of $335 per hour for all litigation services rendered whether by ATTORNEY or by other attorneys associated with MNRSW; and (b) work for which the City is reimbursed by third parties, for which ATTORNEY, through MNRSW, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with MNRSW:

Senior Principal	$425
Principal	$360
Senior Associate and Of Counsel	$315
Associate	$290

MNRSW will also be reimbursed for customary costs and disbursements, including deposition and witness fees, court costs, telephone, photocopying, facsimile charges, computer research on-line fees and messenger services. ATTORNEY, through MNRSW, shall bill CITY at least on a monthly basis and CITY agrees to pay ATTORNEY within 30 days of such bill or statement.

Notwithstanding anything to the contrary in this Amendment, the City shall have the right to retain the counsel other than MNRSW in particular matters."

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Agreement for Legal Services the day and year set forth below.

CITY OF DUBLIN
a Municipal Corporation

Dated: 9/11/2019

By _____
David Haubert, Mayor

Attest:

_____
City Clerk

MEYERS NAVE RIBACK SILVER & WILSON

Dated: 9/11/2019

By _____
John D. Bakker, Principal

3076860.1

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This Second Amendment to Amended and Restated Agreement for Legal Services is made and entered into as of July 20, 2021, and effective July 1, 2021, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY," and MEYERS NAVE, a California professional corporation, hereinafter referred to as "MN."

WITNESSETH

WHEREAS, CITY and MN are parties to an Amended and Restated Agreement for Legal Services, dated and entered into as of September 1, 2018, as amended as of July 1, 2019; and

WHEREAS, it is the desire of the parties hereto to amend the agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the Agreement for Legal Services is amended as follows:

1. Name Change. Effective January 8, 2021, MN changed its name from Meyers, Nave, Riback, Silver & Wilson, a professional corporation, to Meyers Nave, a professional corporation. Effective January 8, 2021, all references to "Meyers, Nave, Riback, Silver & Wilson" and "MNRSW" are hereby amended to read, respectively, "Meyers Nave" and "MN."

2. Amendment of Paragraph 4. Existing paragraph 4 is deleted and new paragraph 4 is added, to read as follows:

"4. Compensation.

City shall compensate ATTORNEY, through MN, in the amount of $295 per hour for all services rendered, whether by ATTORNEY or by other attorneys associated with MN, with the following exceptions: (a) litigation, for which ATTORNEY, through MN, shall be compensated at MN's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with MN; and (b)(i) labor and employment advice and (ii) work for which the City is reimbursed by third parties, for which ATTORNEY, through MN, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with MN:

Senior Principal	$445
Principal	$380
Senior Associate and Of Counsel	$330
Associate	$305

MN will also be reimbursed for customary costs and disbursements, including deposition and witness fees, court costs, telephone, photocopying, facsimile charges, computer research on-line fees and messenger services. ATTORNEY, through MN, shall bill CITY at least on a monthly basis and CITY agrees to pay ATTORNEY within 30 days of such bill or statement.

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to retain counsel other than MN in particular matters."

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Amended and Restated Agreement for Legal Services the day and year set forth below.

CITY OF DUBLIN,
a Municipal Corporation

Dated: July 20, 2021

By: DocuSigned by: M. Hernandez 97C94F7A40A8481...
Melissa Hernandez, Mayor

Attest:

DocuSigned by: Marsha Moore 9BB70815D22E40A...
Marsha Moore, City Clerk

MEYERS NAVE,
a professional corporation

Dated: July 20, 2021

By: DocuSigned by: 4D33BDE7E6D8453...
John D. Bakker, Principal

3811605.2

THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This Second Amendment to Amended and Restated Agreement for Legal Services is made and entered into as of October 18, 2022, and effective July 1, 2022, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY," and MEYERS NAVE, a California professional corporation, hereinafter referred to as "MN."

WITNESSETH

WHEREAS, CITY and MN are parties to an Amended and Restated Agreement for Legal Services, dated and entered into as of September 1, 2018, as amended as of July 1, 2019 and as of July 1, 2021; and

WHEREAS, it is the desire of the parties hereto to amend the agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the Agreement for Legal Services is amended as follows:

1. Amendment of Paragraph 4. Existing paragraph 4 is deleted and new paragraph 4 is added, to read as follows:

"4. Compensation.

City shall compensate ATTORNEY, through MN, in the amount of $315 per hour for all services rendered, whether by ATTORNEY or by other attorneys associated with MN, with the following exceptions: (a) litigation, for which ATTORNEY, through MN, shall be compensated at MN's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with MN; and (b)(i) labor and employment advice and (ii) work for which the City is reimbursed by third parties, for which ATTORNEY, through MN, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with MN:

Senior Principal	$475
Principal and Senior Of Counsel	$405
Senior Associate and Of Counsel	$350
Associate	$325
Paralegal	$165

MN will also be reimbursed for customary costs and disbursements, including deposition and witness fees, court costs, telephone, photocopying, facsimile charges, computer research on-line fees and messenger services. ATTORNEY, through MN, shall bill CITY at least on a monthly basis and CITY agrees to pay ATTORNEY within 30 days of such bill or statement.

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to retain counsel other than MN in particular matters."

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Amended and Restated Agreement for Legal Services the day and year set forth below.

CITY OF DUBLIN,
a Municipal Corporation

Dated: _____ By: _____
Melissa Hernandez, Mayor

Attest:

_____
Marsha Moore, City Clerk

MEYERS NAVE,
a professional corporation

Dated: _____ By: _____
John D. Bakker, Principal

5204823.1

Agenda Item 6.1

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Nissan Commercial Car Wash (PLPA-2022-00003)
Prepared by: Amy Million, Principal Planner

EXECUTIVE SUMMARY:

The Applicant, Dosanjh Real Estate, LLC, is requesting approval of a commercial self-service car wash consisting of a 3,574-square-foot building housing a drive-thru automatic car wash tunnel, a vacuum area with 15 parking spaces and related site improvements. The application includes an amendment to Planned Development Zoning Ordinance No. 03-19 for the Kaiser Commercial Project, a Conditional Use Permit and a Site Development Review Permit. The City Council will consider the proposed Nissan Commercial Car Wash project and a determination that the project impacts are covered by the Kaiser Dublin Medical Center Environmental Impact Report and no further environmental review is required.

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate and: 1) waive the reading and INTRODUCE the Ordinance Approving an Amendment to Planned Development Zoning Ordinance No. 03-19 for Kaiser Commercial; and 2) adopt the **Resolution** Approving a Conditional Use Permit and Site Development Review Permit Related to the Nissan Commercial Car Wash Project.

FINANCIAL IMPACT:

All costs associated with processing the Planning Applications are borne by the Applicant.

DESCRIPTION:

Background
The project site is located at the southwest corner of Dublin Boulevard and Kaiser Road as shown in Figure 1 below. Residential and commercial uses surround the site as shown in Table 1 below.

Figure 1. Project Location

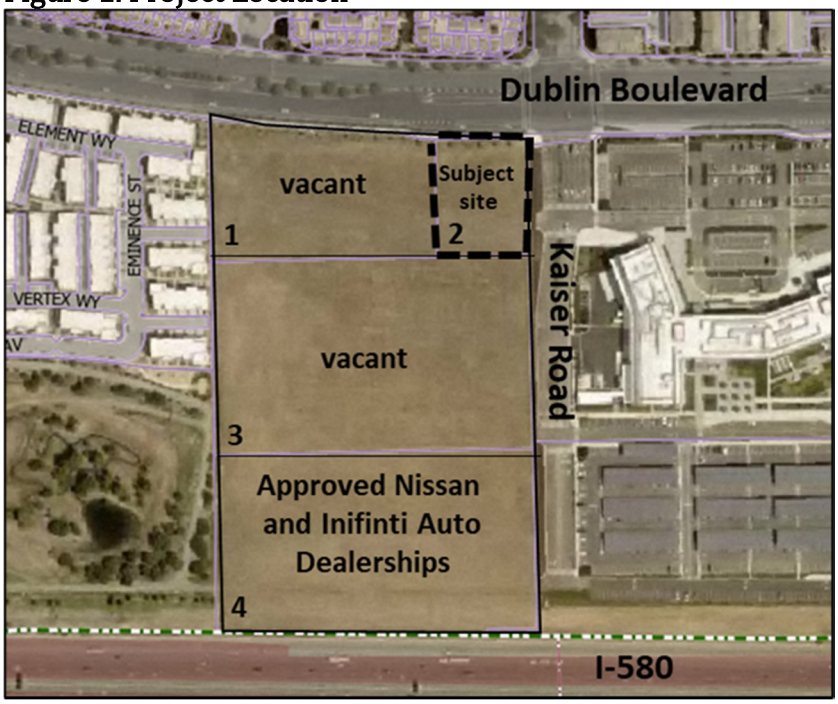


Table 1: Surrounding Land Uses

Location	Zoning	General Plan Land Use	Current Use of the Property
North	PD (Planned Development) Ordinance No. 06-00	High Density Residential	Multi-Family Residential (The Terraces)
South	PD Ordinance No. 03-19	Medical Campus / Commercial	Vacant / Nissan and Infiniti Auto Dealerships (planned)
East	PD Ordinance No. 07-16	Medical Campus	Kaiser Medical Center
West	PD Ordinance No. 03-19	Medical Campus / Commercial	Vacant

The City Council approved the Kaiser Medical Center project in 2016. The approvals included a General Plan and Eastern Dublin Specific Plan Amendment (Resolution No. 151-16), Planned Development (PD) Rezone with a Stage 1 Development Plan for the entire project site, a Stage 2 Development Plan for the first phase (Phase 1A) of the Kaiser facilities (Ordinance No. 07-16), and a Development Agreement (Ordinance No. 08-16).

The General Plan and Eastern Dublin Specific Plan Amendment established two land use designations, Medical Campus on approximately 36 acres for up to 950,000 square feet of medical campus uses and Medical Campus/Commercial on approximately 22 acres for up to 250,000 square feet of commercial uses (referred to as Phase 1B). The Medical Campus land use designation is intended to provide an attractive, campus-like setting for medical offices, hospitals, and other non-retail commercial uses. The Medical Campus/Commercial land use designation accommodates a range of commercial uses including regional- and community-serving retail uses, professional and administrative offices, hotel, entertainment, automotive sales, and eating and

drinking establishments. Development of a self-service car wash facility on the Medical Campus/Commercial site is the proposed project.

The PD zoning for the commercial site focuses on uses that will generate revenue to the City. The focus on revenue-generating uses is unique to this PD and stemmed from the loss of tax revenue as a result of the uses allowed by the General Plan land use change to Medical Campus to accommodate the Kaiser Medical Center.

Kaiser subsequently sold Phase 1B. In February 2019, the new property owner subdivided the Phase 1B site into four parcels as shown in Figure 1. In addition, in April 2019, the City Council approved a PD Rezone with a Stage 2 Development Plan for all four parcels of the commercial site (Ordinance No. 03-19). Parcels 1-3 are currently vacant and the subject project, Nissan Commercial Car Wash, is proposed on Parcel 2. Nissan and Infiniti automobile dealerships have been approved on Parcel 4; the building permit for the Nissan dealership has been issued and the building is currently under construction. A building permit application for the Infiniti dealership has been submitted.

On May 17, 2022, City Council held a Study Session on the proposed project and provided direction to Staff to proceed with reviewing this application and an amendment to the PD zoning to allow a commercial car wash. In addition, the City Council directed Staff to evaluate the proposed color scheme, potential noise mitigation, additional mature landscaping and provide notice of the Community Meeting to the Apex community located just west of the project site.

Proposed Project

The property owner proposes to construct a commercial self-service car wash on the project site consisting of a 3,574-square-foot building housing a drive-thru automatic car wash tunnel, a vacuum area with 15 parking stalls, and related site improvements. The car wash would be open to the public and also used by the planned Nissan and Infiniti automobile dealerships. The proposed car wash is not an allowed use under the PD zoning and, therefore, requires an amendment to the existing PD zoning (Ordinance No. 03-19). In addition, the project requires approval of a Conditional Use Permit and a Site Development Review Permit.

Analysis

Planned Development Zoning Amendment

An amendment to the existing PD zoning is proposed to add "Car Wash/Detailing," as defined by the Zoning Ordinance, as a conditional use on Parcel 2. As previously stated, the uses currently allowed in the PD focus on revenue generating uses, which is unique to this PD. In evaluating revenue from other car washes in the City, the revenue generated from car washes is minimal. However, the proposed car wash is also unique in that it supports the Nissan and Infiniti automobile dealerships, which are planned City-revenue generating uses within the PD. The proposed amendment to the PD continues to support the focus on revenue generating uses and would provide a local-serving commercial use that benefits planned businesses within the development as well as the community.

The requirement for a Conditional Use Permit (CUP) provides a tool to help ensure that the operation and use of the car wash is compatible with surrounding commercial and residential

uses. No other changes to the PD are proposed.

The draft Ordinance is included as Attachment 1.

Conditional Use Permit
As noted above, the proposed use would require approval of a CUP. The CUP process allows the City to review the operation of the proposed use to ensure that it is consistent with the intent of the Zoning Ordinance and to limit the likelihood of impacts on existing and future businesses within the Kaiser Commercial development as well as adjacent residential and commercial uses.

Operation: The proposed car wash will operate from 8:00 a.m. to 6:00 p.m. daily. The peak periods of operation are anticipated to be Friday afternoons, and Saturday and Sunday mornings. The Applicant, which also operates the Nissan and Infiniti automobile dealerships, anticipates that the Nissan and Infiniti dealerships would use the car wash Monday through Saturday for approximately 10-20 vehicles per day depending on their needs.

A car wash cycle through the tunnel takes approximately 2.5 minutes to complete; however, due to the tunnel's conveyance system, multiple vehicles can be in the tunnel at one time. Therefore, it is estimated that the car wash tunnel can accommodate a maximum of 29 vehicles per hour, which is the equivalent to one vehicle loaded every two minutes on the conveyor. Upon completion of the car wash, a customer can park at one of the 15 vacuum parking spaces where 17 individual vacuum stations are located. The additional vacuum stations provide access to both sides of the vehicle at every parking stall.

During the hours of non-operation, access to the site will not be restricted; however, the pay station, car wash tunnel and vacuum stations will be powered off. For security purposes, site lighting will remain on.

Noise: The Applicant submitted a Noise Assessment Study (NAS) as part of their application materials, which analyzed the noise impacts of the proposed car wash including the vacuum area. The NAS evaluated noise exposure from the property line to the closest residential buildings located across Dublin Boulevard. The NAS is included as Attachment 4.

The NAS was required for the project to address to the Noise Element of the Dublin General Plan. The Noise Element uses the Community Noise Equivalent Level (CNEL), which is a time-weighted 24-hour average noise descriptor commonly used to describe community noise environments. Noise levels averaged over 24 hours are often termed "noise exposure." The normally acceptable noise exposure for residential land uses is 60 decibels (dB) CNEL. As the City does not have noise standards for car wash noise impacts on residential land uses, 60 dB CNEL was used in the study as the limit for project-generated noise at the nearest and most impacted residences across Dublin Boulevard from the site.

The NAS concluded that car wash operational noise would not exceed 60dB CNEL nor add to the existing noise environment at the residences across Dublin Boulevard.

The City engaged the services of First Carbon Solutions (FCS), an acoustical engineer, to peer

review the NAS. According to FCS, the NAS clearly identified the proposed project's stationary operational noise levels and their potential to result in a substantial permanent increase in ambient noise levels in the project vicinity within the standards established in the General Plan. The operational noise level calculations are verifiable and accurately calculated as measured at the nearest sensitive receptor land use.

In order to ensure that the operation of the car wash is within the anticipated limits of the NAS, a condition of approval is included to require an assessment of the actual noise levels at the car wash tunnel to be conducted prior to the facility beginning operation. The assessment would be required, for review and approval of the Community Development Director, prior to operation of the proposed car wash.

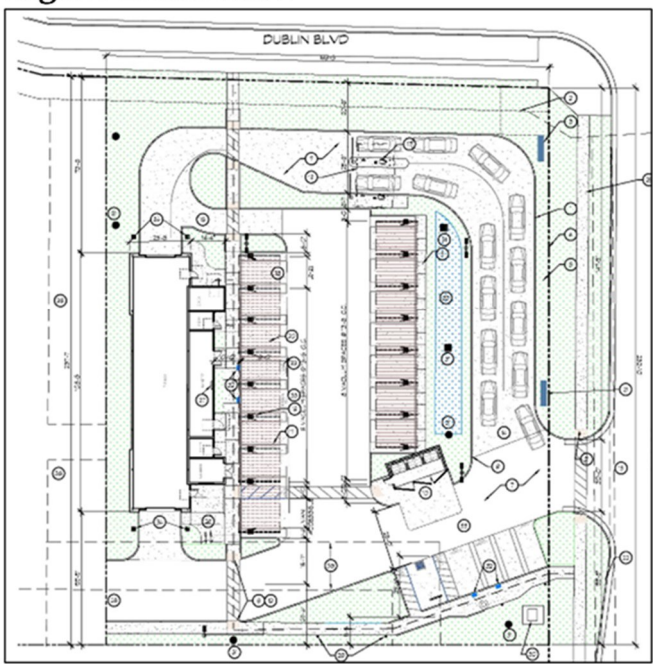
The Resolution, including findings specified in Dublin Municipal Code Section 8.100.060, approving the CUP and conditions of approval is included as Attachment 2.

Site Development Review Permit
A Site Development Review Permit is required for all new principal structures. The following is a summary of the key components of the project associated with the Site Development Review Permit.

Site Plan, Access, and Circulation: The project site is accessed on the east side of the property from an existing driveway off Kaiser Road as shown in Figure 2. No direct access from Dublin Boulevard is proposed. The intersection of Kaiser Road and Dublin Boulevard is a shared intersection for access to the Kaiser Dublin Medical Center, the Nissan and Infiniti car dealerships, and the vacant commercial sites.

The proposed car wash tunnel is proposed on the west side of the property, perpendicular to Dublin Boulevard. The vacuum stations, with 15 parking spaces, are proposed in the middle of the site in two rows. The car wash tunnel and outdoor vacuum stations would be visible from Dublin Boulevard. This placement also results in some units at The Terraces across Dublin Boulevard having direct visual access into the car wash tunnel and vacuum stations.

Figure 2. Site Plan



Once on site, two vehicle lanes are provided for queuing to the pay station and entry from the north end into the car wash tunnel. The two pay station lanes provide queuing storage for approximately 14 vehicles. As vehicles continue past the pay stations, the lanes merge into one lane for access to the car wash tunnel. This area beyond the pay station accommodates approximately five vehicles. Upon exiting the tunnel on the south end, a vehicle can proceed to either exit the site or park at one of the 15 vacuum parking spaces. Prior to entering the car wash tunnel an escape lane leading directly to the vacuum stations is also available.

The City engaged the services of Kimley Horn Associates (KHA) to evaluate traffic impacts and on-site circulation to confirm that queuing for the pay stations and car wash tunnel would be adequate and would not extend onto Kaiser Road and/or Dublin Boulevard. More specifically, KHA prepared a traffic analysis that addressed the following:

1. Trip generation comparison between the proposed project and the allowed trips for the Kaiser Commercial area in the Kaiser Dublin Medical Center Project Environmental Impact Report (Kaiser EIR), including pass-by trips;
2. Operational analysis for pedestrians, bicyclists, and motorists that includes internal site circulation and traffic circulation at access points along Kaiser Road and future adjacent parcels; and
3. Pay station queuing.

In summary, the traffic analysis determined the following:

1. Trip Generation Comparison. The Kaiser EIR assumed that Phase 1B would consist of 250,000 square feet of commercial use, which results in estimated 8,620 daily trips, 447 AM peak hour trips and 775 PM peak hour trips. The proposed car wash is anticipated to result in 34 AM peak hour trips and 78 PM peak hour trips. The planned Nissan and Infiniti auto dealerships estimate 79 AM peak hour trips and 102 PM peak hour trips. Therefore, the proposed project's cumulative intersection impacts would be within the impacts identified in the Kaiser EIR
2. Operational Analysis. The analysis concluded that the intersections of Dublin Boulevard/Keegan Street/Kaiser Road and Kaiser Road/Car Wash Access are expected to continue to operate at an acceptable level of service. Therefore, no vehicle operational issues are anticipated due to the car wash project. The lack of vehicle queuing issues also eliminates potential conflicts with the pedestrian and bicycle facilities near the project.
3. Pay Station Queuing. The analysis concluded that the layout of the proposed car wash can

accommodate the queues from the pay station. The two queuing lanes to the pay station allow for storage of approximately seven vehicles in each lane, or 14 vehicles total. Five additional vehicles can queue after the pay station prior to entering the tunnel for a total queuing of 19 vehicles on-site. The analysis concluded that the queues were estimated to be a maximum of 24 vehicles in the peak hour. In order to ensure that vehicle queues do not result in any impacts beyond the subject property (i.e., Kaiser Road), Condition of Approval No. 153 requires the Applicant to monitor the queues and enter into an improvement agreement for a supplemental transportation study within the first 12 months of operation or if an obvious queuing issue develops, whichever is sooner.

The traffic analysis is included as Attachment 5.

Parking: The parking requirement for the proposed car wash is regulated by the City of Dublin Zoning Ordinance (Section 8.76.080.D). The parking requirement for a self-service car wash is four spaces, plus additional parking for drying/vacuum areas, plus 20 feet in front of each bay for stacking.

As shown in Table 2 below, the Applicant proposes to provide 15 vacuum parking spaces. An additional five parking spaces are provided on the south side of the property adjacent to the proposed trash enclosure. Over 100 feet between the entrance of the car wash tunnel and pay station is provided for stacking.

Table 2. Parking Requirements

	Self-Service Car Wash	Drying/Vacuum Area	20' in Front of Each Bay for Stacking
No. of Spaces Required	4	15	20 feet
No. of Spaces Provided	5	15	100+ feet

Architecture: The proposed building is long and narrow reflective of its intended use as a car wash tunnel. It is approximately 40 feet wide, 109 feet long, and 30 feet tall. The architecture is contemporary with a lower middle section and taller elements at both ends. The building's roof is a combination of a flat roof in the middle section and decorative shed roofs at both ends highlighting the taller portions of the building. The building is clad with smooth/flat metal siding painted blue and gray tones. Windows are provided on the upper half of the taller portions of the building and for a small office on the ground floor. The architectural style and materials are compatible with the contemporary architectural style, colors, and materials being utilized on other commercial projects within Dublin. The building's elevations as well as color and materials are shown in the Project Plans on Sheet A301 in Attachment 3.

The vacuum area is designed with a carport-type canopy providing shade for each vacuum parking stall. The vacuum stations are integrated into the carport-type structure with solar panels and use a muted color palette to reduce their prominence as shown on Sheets A302 and A303 of the project plans (Attachment 3). Two stream waste cans for garbage and recycling are also provided at each station.

The Applicant provided photo simulations of the proposed project as seen from Dublin Boulevard

and Keegan Street included as Attachment 6.

Landscape: The entirety of the Kaiser Commercial site, including the subject property, was rough graded in 2021 as part of the development of the Nissan dealership and is currently devoid of vegetation. The preliminary landscape plan includes landscaping around the perimeter of property and between the car wash tunnel queue lanes and the vacuum stations. The conceptual plant pallet includes with a variety of trees, including 24-inch box trees along the perimeter of the site to help screen the internal circulation, parking and vacuum area from Dublin Boulevard and Kaiser Road. The interior of the site is accented with a mix of one-gallon and five-gallon shrubs. New landscape areas are proposed with a variety of drought tolerant plants suitable for low maintenance and water conserving efforts. The landscape concept including the planting plan and palette is provided on Sheet L1 of the Project Plans (Attachment 3).

Public Art Compliance: The Applicant intends to satisfy the City's public art requirement through the payment of in-lieu fees. Condition of Approval No.18 confirms this intention.

The Resolution approving the Site Development Review Permit and conditions of approval is included as Attachment 2.

General Plan/Eastern Dublin Specific Plan Compatibility
The subject property is located within the Medical Campus/Commercial land use designation. This designation accommodates a range of commercial uses including regional- and community-serving retail uses, professional and administrative offices, hotel, entertainment, limited automotive sales and eating and drinking establishments. A car wash is a community-serving retail use.

The subject property is also located within the Tassajara Gateway subarea of the Eastern Dublin Specific Plan. The emphasis of this area is to create a "gateway" into eastern Dublin that establishes a positive impression to the travelers that pass through this area. The Specific Plan seeks to achieve this through siting and design of high-profile commercial uses (hotel, conference center, campus office, restaurant) recommended for this area to contribute to the creation of a distinctive "gateway" image. The proposed project meets the intent of the Dublin General Plan, which discourages projects that do not relate well to the surrounding developments and is compatible with the surrounding neighborhood that includes residential and commercial uses.

REVIEW BY APPLICABLE DEPARTMENT AND AGENCIES:

The Building 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 attached City Council Resolution (Attachment 2).

ENVIRONMENTAL DETERMINATION:

On September 20, 2016, the City Council certified the Kaiser EIR and adopted a Mitigation

Monitoring and Reporting Program and Statement of Overriding Considerations (Resolution No. 153-16). Pursuant to the requirements of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15162, the proposed project was examined to determine if further environmental review is required.

Based on a review of the project, the environmental analysis in the Kaiser EIR and all of the information in the project record as a whole, the City has determined that there is no substantial evidence that any of the supplemental review standards are met. The proposed project is within the scope of the project analyzed in the Kaiser EIR because the proposed car wash is within the maximum intensity of commercial development anticipated. The circumstances under which the project is to be undertaken have not substantially changed since the Kaiser EIR was prepared and will not substantially change with approval of the project. As supported by the project description and Site Development Review Permit plans, the Kaiser EIR adequately describes the impacts of the project for the purposes of CEQA, and no mitigation measures or new alternatives are required by the project other than those previously disclosed and analyzed in the Kaiser EIR. Approval of the project would not create any site-specific operations giving rise to environmental effects different from those examined by the Kaiser EIR or requiring the preparation of an Initial Study. The proposed project would be subject to the Kaiser Dublin Medical Center Mitigation Monitoring and Reporting Program. Consequently, pursuant to CEQA Guidelines Sections 15162 and 15168(c), the project impacts are covered by the Kaiser EIR and no further environmental review is required for this project.

PLANNING COMMISSION REVIEW:

The Planning Commission considered this project at their regular meeting on September 27, 2022 and voted 3-2 to recommend denial of the project. There were no public comments. The Commission expressed concern with the compatibility of the project with other land uses in the vicinity, on-site circulation and queuing, and the prominent location of the proposed waste enclosure near the entry driveway. It was also noted that the size of the parcel created limitations to development. The Planning Commission found that the proposed use and related structures are not compatible with other land uses in the vicinity and were not envisioned when the City Council approved Planned Development Zoning Ordinance No. 03-19; the approved Planned Development Zoning for the site focuses on uses that will generate revenue to the City and the proposed use will not meet this important goal, which was included to offset some of the tax revenue loss because of the Kaiser Medical Center; there is no evidence that the lack of a nearby commercial car wash will impact adjacent auto sales; and a low tax revenue generating business should not be encouraged in consideration of the two large undeveloped parcels adjacent to this site.

The Planning Commission Resolution recommending denial of the project is included as Attachment 7.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

Two City-led Community Meetings were held on August 24 and 25, 2022, to provide Dublin residents with information about the proposed project. As directed by City Council, notices of the Community Meetings were provided to the Apex community in addition to the "Notify Me" subscription notification created for these meetings. No members of the community attended either meeting.

In accordance with State law, a public notice was mailed to all property owners and occupants within 300 feet of the project site. 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. A copy of this Staff Report has been provided to the Applicant and the City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Approving an Amendment to Planned Development Zoning Ordinance No. 03-19 for Kaiser Commercial
2) Resolution Approving a Conditional Use Permit and Site Development Review Permit Related to the Nissan Commercial Car Wash Project
3) Exhibit A to the Resolution - Project Plans
4) Noise Assessment Study
5) Traffic Analysis
6) Photo Simulations
7) Planning Commission Resolution No. 22-12

ORDINANCE NO. xx – 22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AMENDMENT TO PLANNED DEVELOPMENT ZONING ORDINANCE NO. 03-19 FOR THE KAISER COMMERCIAL PROJECT PLPA 2022-00003 (APN 985-0027-026-00)

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

A. The Property Owner and Applicant, Dosanjh Real Estate, LLC, submitted an application to construct a commercial self-service car wash consisting of a 3,574-square-foot building housing a drive-thru automatic car wash tunnel, a parking area with 15 vacuum stalls and related site improvements. The applications include an amendment to Planned Development Zoning (Ordinance No. 03-19) for Kaiser Commercial, a Conditional Use Permit and a Site Development Review Permit. The proposed development and applications are collectively known as the "Project."

B. The Project site is approximately one-acre located on the southwest corner of Dublin Boulevard and Kaiser Road (Assessor Parcel Number 985-0027-026-00).

C. On October 4, 2016, the City Council approved a Planned Development Rezone with a Stage 1 Development Plan for the Kaiser Dublin Medical Center Project which included the subject site as part of Phase IB (also known as Kaiser Commercial) (Ordinance No. 07-16).

D. On May 7, 2019, the City Council approved a Planned Development Rezone with a Stage 1 and Stage 2 Development Plan for the Kaiser Commercial site as part of the Nissan Automobile Dealership project (Ordinance No. 03-19).

E. An amendment to Planned Development Zoning (Ordinance No. 03-19) is necessary to allow the proposed use.

F. In accordance with the California Environmental Quality Act (CEQA) certain projects require review for environmental impacts and, when applicable, environmental documents to be prepared.

G. On September 20, 2016, the City Council certified the Kaiser Dublin Medical Center Project Environmental Impact Report (EIR), which included the subject site identified as Phase 1B, and adopted a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations (Resolution No. 153-16, incorporated herein by reference).

H. Pursuant to the requirements of CEQA, the Project was examined to determine if further environmental review is required. The analysis concluded that the environmental impacts of the Project were analyzed in the Kaiser Dublin Medical Center EIR. There is no substantial evidence in the record that any new effects would occur, that any new mitigation measures

would be required, or that any of the conditions triggering supplemental environmental review under CEQA Guidelines Sections 15162 and 15168(c) exist.

I. Following a properly noticed public hearing on September 27, 2022, the Planning Commission adopted Resolution No. 22-12, recommending denial of an amendment to Planned Development Ordinance No. 03-19 for the Kaiser Commercial Project, a Conditional Use Permit and a Site Development Review Permit, which Resolution is incorporated herein by reference and available for review at City Hall during normal business hours.

J. On October 18, 2022, the City Council held a properly noticed public hearing on the Project, including the proposed amendment to Planned Development Zoning (Ordinance No. 03-19), at which time all interested parties had the opportunity to be heard.

K. Staff Report dated October 18, 2022, and incorporated herein by reference, described and analyzed the Project, including the proposed amendment to Planned Development Ordinance No. 03-19, for the City Council.

SECTION 2: AMENDMENT TO EXISTING STAGE 1 AND STAGE 2 DEVELOPMENT PLAN

Amendment to the PD Stage 1 and Stage 2 Development Plan is limited to adding *Car Wash/Detailing* as a Conditionally Permitted Use with the following notation:

Notes:
5. Use allowed on Parcel 2 and only when supporting a City-revenue generating use within the Kaiser Commercial Project Area.

SECTION 3. SEVERABILITY

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

SECTION 4. POSTING OF ORDINANCE

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect 30 days following its adoption.

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this _____ day of _____, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. xx-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING A CONDITIONAL USE PERMIT AND A SITE DEVELOPMENT REVIEW PERMIT RELATED TO THE NISSAN COMMERCIAL CAR WASH PROJECT PLPA 2022-00003 (APN 985-0027-026-00)

WHEREAS, the Property Owner and Applicant, Dosanjh Real Estate, LLC, submitted an application to construct a commercial self-service car wash consisting of a 3,574-square-foot building housing a drive-thru automatic car wash tunnel, a parking area with 15 vacuum stalls and related site improvements. The applications include amendments to Planned Development Ordinance No. 03-19 for Kaiser Commercial, a Conditional Use Permit and a Site Development Review Permit. The proposed development and applications are collectively known as the "Project;" and

WHEREAS, the Project site is approximately one-acre located south on the southwest corner of Dublin Boulevard and Kaiser Road (Assessor Parcel Number 985-0027-026-00); and

WHEREAS, on October 4, 2016, the City Council approved a Planned Development Rezone with a Stage 1 Development Plan for the Kaiser Dublin Medical Center Project, which included the subject site as part of Phase IB (also known as Kaiser Commercial) (Ordinance No. 07-16); and

WHEREAS, on May 7, 2019, the City Council approved a Planned Development Rezone with a Stage 1 and Stage 2 Development Plan for the Kaiser Commercial site as part of the Nissan Automobile Dealership project (Ordinance No. 03-19); and

WHEREAS, an amendment to Planned Development Ordinance No. 03-19 is necessary to allow the proposed use; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) certain projects require review for environmental impacts and, when applicable, environmental documents to be prepared; and

WHEREAS, on September 20, 2016, the City Council certified the Kaiser Dublin Medical Center Project Environmental Impact Report (EIR), which included the subject site identified as Phase 1B, and adopted a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations (Resolution No. 153-16, incorporated herein by reference); and

WHEREAS, pursuant to the requirements of CEQA, the Project was examined to determine if further environmental review is required. The analysis concluded that the environmental impacts of the Project were analyzed in the Kaiser Dublin Medical Center EIR. There is no substantial evidence in the record that any new effects would occur, that any new mitigation measures would be required, or that any of the conditions triggering supplemental environmental review under CEQA Guidelines Sections 15162 and 15168(c) exist; and

WHEREAS, following a properly noticed public hearing on September 27, 2022, the Planning Commission adopted Resolution No. 22-12, recommending denial of an amendment to

Planned Development Zoning (Ordinance No. 03-19) for the Kaiser Commercial Project, a Conditional Use Permit and a Site Development Review Permit, which Resolution is incorporated herein by reference and available for review at City Hall during normal business hours; and

WHEREAS, on October 18, 2022, the City Council held a properly noticed public hearing on the project, including the proposed amendment to Planned Development Zoning (Ordinance No. 03-19) for the Kaiser Commercial Project, a Conditional Use Permit and a Site Development Review Permit, at which time all interested parties had the opportunity to be heard; and

WHEREAS, Staff Report dated October 18, 2022, and incorporated herein by reference, described and analyzed the Project, for the City Council.

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

BE IT FURTHER RESOLVED that the City Council of the City of Dublin hereby makes the following findings and determinations regarding the Conditional Use Permit for the establishment and operation of a car wash/detailing use:

A. *The proposed use and related structures are compatible with other land uses, transportation and service facilities in the vicinity in that:* 1) the proposed Project is located on the Kaiser Commercial project site, which was envisioned for a variety of local-serving and regional-serving commercial uses; 2) the proposed Project will provide a local-serving commercial use that benefits the future and planned businesses within the development as well as the community; 3) the proposed use supports the Nissan and Infiniti Automobile Dealerships, which are permitted, City-revenue generating uses within the Planned Development and the proposed use is allowed through a Conditional Use Permit as stated in the amended Stage 1 and Stage 2 Development Plan; and 4) the Project site is accessible from Kaiser Road providing vehicular access with a sufficient amount of queue length for stacking and parking spaces to meet the requirements of the use.

B. *It 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:* 1) the Project will conform to all applicable regulations contained in the Dublin Zoning Ordinance; and 2) the City Council adopted conditions of approval to ensure on-ongoing compatibility with the site's surroundings.

C. *It will not be injurious to property or improvements in the neighborhood in that*: 1) the Project is located on a parcel envisioned for a variety of local-serving and regional-serving commercial uses; and 2) the proposed use has limited hours of operation from 8:00 a.m. to 6:00 p.m. daily limiting operational impacts to adjacent uses; 3) a Noise Assessment Study analyzing the Project's potential impacts to the adjacent residential uses found the proposed Project would be in compliance with the City's General Plan; and 4) a condition of approval requiring an evaluation of the actual noise levels once the Project is operational will ensure on-going compatibility with adjacent properties and the neighborhood.

D. *There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use and related structures would not be detrimental to the public health, safety, and welfare in that:* 1) pedestrian and vehicle access is provided to the site from existing sidewalk on Dublin Boulevard and a proposed sidewalk on Kaiser

Road; and 2) the Project is within an area envisioned for a variety of commercial uses that will be served by existing public utilities, services, and infrastructure.

E. *The subject site is physically suitable for the type, density, and intensity of the use and related structures being proposed in that:* 1) the Project site is located on a parcel that is envisioned to be developed with commercial uses; 2) the Project will conform to the density, design, and allowable uses as stated in the Planned Development Ordinance No. 03-19 (as amended) and consistent with the Medical Campus/Commercial land use designation as it pertains to the Kaiser Commercial site in its entirety; and 3) a car wash is a conditionally permitted use in Planned Development Ordinance No. 03-19, as amended.

F. *It will not be contrary to the specific intent clauses, development regulations, or performance standards established for the zoning district in which it is located in that:* 1) a car wash is a conditionally permitted use in Planned Development Ordinance No. 03-19, as amended; 2) the proposed use supports the Nissan and Infiniti Automobile Dealerships which are permitted, City-revenue generating uses within the Planned Development; and 3) all activities with the car wash will be limited to 8:00 a.m. to 6:00 pm.

G. *It is consistent with the Dublin General Plan and with any applicable Specific Plans in that:* 1) the General Plan land use designation is Medical Campus/Commercial, which allows a range of commercial uses consistent with Planned Development Ordinance No. 03-19, as amended; and 2) the Project will conform to the density, design, and allowable uses as stated in the Planned Development Ordinance No. 03-19, as amended, and will be consistent with the Medical Campus/Commercial land use designation as it pertains to the Kaiser Commercial site in its entirety.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby make the following Site Development Review Permit findings and determinations regarding the Nissan Commercial Car Wash Project:

A. *The proposal is consistent with the purposes of Chapter 8.104 (Site Development Review) of the Zoning Ordinance, with the General Plan, and any applicable Specific Plans and design guidelines because*: 1) the Project provides an orderly, attractive and harmonious development compatible with surrounding properties and neighborhoods; 2) the Project is utilizing traditional building forms with contemporary, high-quality materials and finishes in compliance with the design guidelines of the Eastern Dublin Specific Plan and Planned Development Ordinance No. 03-19; 3) the Project will conform to the density, design, and allowable uses as stated in the Planned Development Ordinance No. 03-19, as amended, and will be consistent with the Medical Campus/Commercial land use designation as it pertains to the Kaiser Commercial site in its entirety; 4) the Project includes streetscape enhancements to complement those already in place, which completes the street infrastructure network for the area as well as bicycle and pedestrian infrastructure; and 5) the Project is consistent with the General Plan and Eastern Dublin Specific Plan.

B. *The proposal is consistent with the provisions of Title 8, Zoning Ordinance because:* 1) the architecture and landscape design for the Project provides a commercial use within a commercial area; 2) the overall design of the Project is consistent with the design requirements of Planned Development Ordinance No. 03-19 and the proposed layout of buildings, landscaping and parking are well-suited to the uses; 3) the proposed use supports the Nissan and Infiniti Automobile Dealerships, which are permitted, City-revenue generating uses within the Planned Development; 4) the proposed use is allowed through

a Conditional Use Permit as stated in the amended Planned Development; and 5) the proposed Project meets the intent of the Dublin General Plan, which discourages projects that do not relate well to the surrounding developments, as the Project is compatible with the surrounding neighborhood that includes residential and commercial uses.

C. *The design of the Project is appropriate to the City, the vicinity, surrounding properties, and the lot(s) in which the Project is proposed because:* 1) the architecture and landscape design for the Project provides an appropriate pedestrian scale and the landscaping and parking areas are well-suited to the uses; 2) the overall design of the Project is consistent with the design requirements of Planned Development Ordinance No. 03-19; 3) the proposed use supports the Nissan and Infiniti Automobile Dealerships, which are permitted, City-revenue generating uses within the Planned Development; 4) the proposed use is allowed through a Conditional Use Permit as stated in the amended Planned Development; and 5) the proposed Project meets the intent of the Dublin General Plan, which discourages projects that do not relate well to the surrounding developments, as the Project is compatible with the surrounding neighborhood that includes residential and commercial uses.

D. *The subject site is suitable for the type and intensity of the approved development because:* 1) the Project site is located on the south side of Dublin Boulevard where a variety of local-serving and regional-serving commercial uses are allowed; 2) the proposed Project will provide a local-serving commercial use that benefits future and planned businesses within the development as well as the community; 3) the Project will conform to the density, design, and allowable uses as stated in the Planned Development Ordinance No. 03-19, as amended, and will be consistent with the Medical Campus/Commercial land use designation as it pertains to the Kaiser Commercial site in its entirety; and 4) the Project provides for its own infrastructure and required services and is designed to include sufficient vehicular and pedestrian access, with parking to support the uses.

E. *Impacts to existing slopes and topographic features are addressed because*: 1) the Project site is flat and previously mass graded as part of the site preparation of the Nissan and Infiniti Automobile Dealerships; 2) the roadway and utility infrastructure to serve the site already exists and the Project will complete the frontage improvements on both street frontages; and 3) future approval of grading and improvement plans will enable the site to be modified to suit the Project, which will be developed in accordance with City policies and regulations.

F. *Architectural considerations including the character, scale and quality of the design, site layout, the architectural relationship with the site and other buildings, screening of unsightly uses, lighting, building materials and colors and similar elements result in a Project that is harmonious with its surroundings and compatible with other developments in the vicinity because:* 1) the architectural style and materials will be consistent and compatible with the contemporary architectural style, colors, and materials being utilized on other commercial projects in the City; 2) the Project is utilizing traditional building forms with contemporary, high-quality materials and finishes in compliance with the design guidelines of the Eastern Dublin Specific Plan; 3) mechanical features of the Project such as car wash tunnel is screened with landscape materials and the vacuum stalls use a muted color palette to reduce their prominence; and 4) the vacuum stalls are integrated in a solar carport-type structure, which are typical in commercial developments.

G. *Landscape considerations, including the location, type, size, color, texture and coverage of plant materials, and similar elements have been incorporated into the Project to ensure visual relief, adequate screening and an attractive environment for the public because:* 1) the Preliminary Landscape Plan for the Project site emphasizes the screening the less desirable features of the Project including the entrance to the car wash tunnel, vacuum stations, parking areas and waste enclosure; 2) landscaping will be provided throughout the site; and 3) the Project perimeter and interior landscaping is consistent with residential and commercial development in the vicinity and conforms to the requirements of the City's Water Efficient Landscape Ordinance.

H. *The site has been adequately designed to ensure the proper circulation for bicyclist, pedestrians, and automobiles because:* 1) all infrastructure including driveways, pathways, sidewalks, and lighting have been reviewed for conformance with City policies, regulations, and best practices; and 2) development of this Project will conform to the major public improvements already installed allowing patrons the safe and efficient use of these facilities.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin hereby approves a Conditional Use Permit and a Site Development Review Permit for the Nissan Commercial Car Wash Project, subject to the following conditions:

CONDITIONS OF APPROVAL

Unless stated otherwise, all Conditions of Approval shall be complied with prior to the issuance of building permits, or establishment of use, and shall be subject to review and approval by the City or designee. The following codes represent those departments/agencies responsible for monitoring compliance of the conditions of approval. [PL.] Planning, [B] Building, [PO] Police, [PW] Public Works [P&CS] Parks & Community Services, [ADM] Administration/City Attorney, [FIN] Finance, [F] Alameda County Fire Department, [DSR] Dublin San Ramon Services District, [CO] Alameda County Department of Environmental Health, [Z7] Zone 7.

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
PLANNING CONDITIONS			
1.	**Approval.** This approval is for a: 1) Conditional Use Permit (CUP) for Car Wash/Detailing; and 2) Site Development Review Permit (SDR) for the Nissan Commercial Car Wash Project. This approval shall be as depicted and indicated on the plans dated August 11, 2022, prepared by K-12 Architects, New Leaf Landscape Architects and MacKay & Somps stamped approved and on file in the Community Development Department, except as modified by the following conditions of approval.	PL	Ongoing
2.	**Effective Date.** This CUP and SDR approval becomes effective once the companion Planned Development Zoning District amendment has been approved by City Council and is effective.	PL	Ongoing

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
3.	**Permit Expiration.** Construction or use shall commence within one (1) year of Permit approval or the Permit shall lapse and become null and void.	PL	One Year After Effective Date
4.	**Time Extension.** The Director of Community Development may, upon the Applicant's written request for an extension of approval prior to expiration, and upon the determination that any conditions of approval remain adequate to assure that applicable findings of approval will continue to be met, grant a time extension of approval for a period not to exceed 12 months. The Director of Community Development may grant a maximum of two extensions of approval, and additional extensions may be granted by the original decision maker.	PL	Prior to Expiration Date
5.	**Minor Amendments.** Modifications or changes to this CUP and SDR approval may be considered and approved by the Community Development Director if the modifications or changes proposed comply with Chapter 8.100.080 (Amendments) of the Dublin Zoning Ordinance.	PL	On-going
6.	**Compliance.** Applicant/Property Owner shall operate this use in compliance with the conditions of approval of this CUP and SDR, the approved plans and the regulations established in the Zoning Ordinance. Any violation of the terms or conditions specified may be subject to enforcement action.	PL	On-going
7.	**Revocation of Permit.** The CUP and SDR approval shall be revocable for cause in accordance with Dublin Municipal Code (DMC) Section 8.96.020.I. Any violation of the terms or conditions of this permit shall be subject to citation.	PL	On-going
8.	**Requirements and Standard Conditions.** Applicant/ Developer shall comply with applicable City of Dublin Fire Prevention Bureau, Dublin Public Works Department, Dublin Building Department, Dublin Police Services, Alameda County Flood Control District Zone 7, Livermore Amador Valley Transit Authority, Alameda County Public and Environmental Health, Dublin San Ramon Services District and the California Department of Health Services requirements and standard conditions. Prior to issuance of building permits or the installation of any improvements related to this project, the Developer shall supply written statements from each such agency or department to the Planning Department, indicating that all	Various	Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	applicable conditions required have been or will be met.		
9.	**Required Permits.** Applicant/Developer shall obtain all permits required by other agencies, if applicable, including, but not limited to Alameda County Flood Control and Water Conservation District Zone 7, California Department of Fish and Wildlife, Army Corps of Engineers, Regional Water Quality Control Board, Caltrans and provide copies of the permits to the Public Works Department.	PW	Building Permit Issuance
10.	**Fees.** Applicant/Developer shall pay all applicable fees in effect at the time of building permit issuance, including, but not limited to, Planning fees, Building fees, Traffic Impact Fees, TVTC fees, Dublin San Ramon Services District fees, Public Facilities fees, Dublin Unified School District School Impact fees, Fire Facilities Impact fees, Alameda County Flood and Water Conservation District (Zone 7) Drainage and Water Connection fees; or any other fee that may be adopted and applicable. Approved Development Agreement supersedes where applicable.	Various	Building Permit Issuance
11.	**Indemnification.** Applicant/Developer shall defend, indemnify, and hold harmless the City of Dublin and its agents, officers, and employees from any claim, action, or proceeding against the City of Dublin or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City of Dublin or its advisory agency, appeal board, Planning Commission, City Council, Community Development Director, Zoning Administrator, or any other department, committee, or agency of the City to the extent such actions are brought within the time period required by Government Code Section 66499.37 or other applicable law; provided, however, that the Developer's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the Developer of any said claim, action, or proceeding and the City's full cooperation in the defense of such actions or proceedings.	ADM	On-going
12.	**Clarifications and/or Changes to these Conditions of Approval.** In the event that there needs to be clarification to the conditions of approval, the Community Development Director and/or City Engineer has the authority to clarify the intent of these conditions of approval to the Applicant without going to a public hearing. The	PL, PW	On-going

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	Community Development Director and/or City Engineer also has the authority to make minor modifications to these conditions of approval without going to a public hearing in order for the Applicant to fulfill needed improvements or mitigations resulting from impacts to this project.		
13.	**Equipment Screening.** All electrical equipment, fire risers, and/or mechanical equipment shall be screened from public view by landscaping and/or architectural features. Any roof-mounted equipment shall be completely screened from adjacent street view by materials architecturally compatible with the building and to the satisfaction of the Community Development Director. The building permit plans shall show the location of all equipment and screening for review and approval by the Director of Community Development.	PL	Building Permit Issuance and Through Completion/ On-going
14.	**Hours of Operation.** The hours of operation are limited to 8:00 a.m. to 6:00 p.m. daily.	PL	On-going
15.	**Noise Assessment.** An assessment of the actual noise levels of the car wash tunnel shall be conducted and provided to the Community Development Director for review and acceptance. If actual noise levels are above those anticipated in the Noise Assessment Study prepared by Edward L. Pack Associates, Inc. dated September 12, 2022, recommended measures shall be developed and incorporated to reduce the operation noise levels to an acceptable level.	PL	Planning Approval of Building Permit Final
16.	**Project Signage.** All project signage shall be incorporated into the existing Master Sign Program for Kaiser Commercial (PLPA-2021-00031). The Applicant shall obtain approval to amend the Master Sign Program.	PL	Installation of Any Project-Related Signage
17.	**Accessory/Temporary Structures and Uses.** A Temporary Use Permit is required for all construction trailers, security trailers and storage containers used during construction.	PL	Establishment of Temporary Use
18.	**Public Art.** The Project is required to comply with DMC Sections 8.58.05A and 8.58.05D of Chapter 8.58 (Public Art Program). The Project will make a monetary contribution in-lieu of acquiring and installing a public art project on the property, as provided by DMC Section 8.58.050D. The in-lieu contribution shall be as provided in DMC Chapter 8.58.	PL	Issuance of Building Permit
19.	**Mitigation Monitoring Program.** Applicant/ Developer shall comply with the Kaiser Dublin	PL	On-going

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	Medical Center Final Environmental Impact Report (EIR) certified by City Council Resolution No. 16-16, including all mitigation measures, action programs, and implementation measures contained therein as applicable to Phase 1B. The EIR is on file with the Community Development Department.		
20.	**Noise/Nuisance.** Applicant/Developer shall control all business activity so as not to create a public or private nuisance to the existing and surrounding businesses and residents. No amplified sounds, loudspeakers or music shall be permitted outside the building.	PL	On-going
PLANNING – LANDSCAPE CONDITIONS			
21.	**Final Landscape and Irrigation System Plans.** A Final Landscape and Irrigation Plan prepared and stamped by a State licensed landscape architect or registered engineer shall be submitted for review and approval by the Community Development Director and shall comply with DMC Section 8.72.030.	PL	Approval of Final Landscape Plans
22.	**Water Efficient Landscaping Regulations.** The Applicant shall meet all requirements of the City of Dublin's Water-Efficient Landscaping Regulations, DMC Section 8.88.	PL	Approval of Final Landscape Plans
23.	**Landscaping at Street/Drive Aisle Intersections.** Landscaping shall not obstruct the sight distance of motorists, pedestrians or bicyclists. Except for trees, landscaping (and/or landscape structures such as walls) at drive aisle intersections shall not be taller than 30 inches above the curb. Landscaping shall be kept at a minimum height and fullness giving patrol officers and the general public surveillance capabilities of the area.	PL	Approval of Final Landscape Plans and Ongoing
24.	**Sustainable Landscape Practices.** The landscape design shall demonstrate compliance with sustainable landscape practices as detailed in the Bay-Friendly Landscape Guidelines by earning 60 points or more and meeting the nine required practices in the Bay-Friendly Landscape Scorecard.	PL	Approval of Final Landscape Plans
25.	**C.3 Stormwater Technical Guidance.** The landscape design in the bio-retention C.3 SWQ treatment areas shall not conflict with the recommendations in the Alameda Stormwater Technical Guidance Handbook, October 3, 2017, Appendix B Plant List and Planting Guidance for Landscape-Based Stormwater Measures or the City of Dublin pre-approved list.	PL	Approval of Final Landscape Plans

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
26.	**Plant Clearances.** All trees planted shall meet the following clearances: a) Six feet from the face of building walls or roof eaves b) Seven feet from fire hydrants, storm drains, sanitary sewers and/or gas lines c) Five feet from top of wing of driveways, mailboxes, water, telephone and/or electrical mains. d) Fifteen feet from stop signs, street or curb sign returns e) Fifteen feet from either side of a streetlight f) Plant clearances may be modified with approval from the Community Development Director on a case-by case-basis.	PL	Approval of Final Landscape Plans
27.	**Tree Sizes.** Size of all new trees shall be a minimum of 24-inch box. Height of tree shall be proportional to the box size and tree trunk caliber shall be 1.5 feet minimum diameter at breast height (DBH).	PL	Approval of Final Landscape Plans
28.	**Plan Coordination.** Civil Improvement Plans, Joint Trench Plans, Street Lighting Plans and Landscape Improvement Plans shall be submitted on the same size sheet and plotted at the same drawing scale for consistency, improved legibility and interdisciplinary coordination.	PL	Approval of Final Landscape Plans
29.	**Maintenance of Landscape.** All landscape areas on the site shall be enhanced and properly maintained at all times. Any proposed or modified landscaping to the site, including the removal or replacement of trees, shall require prior review and written approval from the Community Development Director.	PL	On-going
BUILDING CONDITIONS			
30.	**Building Codes and Ordinances.** All project construction shall conform to all building codes and ordinances in effect at the time of building permit.	B	Through Completion
31.	**Construction Drawings.** Construction plans shall be fully dimensioned (including building elevations) accurately drawn (depicting all existing and proposed conditions on site), and prepared and signed by a California licensed Architect or Engineer. All structural calculations shall be prepared and signed by a California licensed Architect or Engineer. The site plan, landscape plan and details shall be consistent with each other.	B	Issuance of Building Permits
32.	**Building Permits.** To apply for building permits, Applicant/Developer shall submit electronic drawings for plan check. An annotated copy of the	B	Issuance of Building Permits

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	Conditions of Approval shall be included with the submittal. The notations shall clearly indicate how all conditions of approval will or have been complied with. Construction plans will not be accepted without the annotated resolutions attached to each set of plans. Applicant/Developer will be responsible for obtaining the approvals of all participation non-City agencies prior to the issuance of building permits.		
33.	**As-Built Drawings.** All revisions made to the building plans during the project shall be incorporated into an "As Built" electronic file and submitted prior to the issuance of the final occupancy.	B	Occupancy
34.	**Addressing.** a) Provide a site plan with the City of Dublin's address grid overlaid on the plans (1 to 30 scale). Highlight all exterior door openings on plans (front, rear, garage, etc.). Application and required plans shall be submitted electronically. b) Address signage shall be provided as per the Dublin Commercial Security Code. c) Address will be required on all doors leading to the exterior of the building. Addresses shall be illuminated and be able to be seen from the street, four inches in height minimum.	B	Prior to Release of Addresses Prior to Permitting Prior to Occupancy
35.	**Engineer Observation.** The Engineer of Record shall be retained to provide observation services for all components of the lateral and vertical design of the building, including nailing, hold-downs, straps, shear, roof diaphragm and structural frame of building. A written report shall be submitted to the City Inspector prior to scheduling the final frame inspection.	B	Prior to Scheduling the Final Frame Inspection
36.	**Foundation.** Geotechnical Engineer for the soils report shall review and approve the foundation design. A letter shall be submitted to the Building Division on the approval.	B	Prior to Permit Issuance
37.	**Air Conditioning Units**. Air conditioning units and ventilation ducts shall be screened from public view with materials compatible to the main building. Units shall be permanently installed on concrete pads or other non-movable materials approved by the Chief Building Official and Director of Community Development.	B	Occupancy of Building

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
38.	**Plumbing Fixture Count.** The plumbing fixture count (e.g., water closets, lavatories, urinals, drinking fountains) shall meet the minimum requirements for the use as regulated by the CA Plumbing Code.	B	Prior to Permitting
39.	**Solar Zone – CA Energy Code.** Show the location of the Solar Zone on the site plan. Detail the orientation of the Solar Zone. This condition of approval will be waived if the project meets the exceptions provided in the CA Energy Code.	B	Through Completion
40.	**Accessible Parking.** The required number of parking stalls, the design and location of the accessible parking stalls shall be as required by the CA Building Code, Chapter 11-B.	B	Through Completion
41.	**Green Parking.** The design and number of clean air/EV ready stalls shall be as required by the CA Green Building Standards Code.	B	Through Completion
42.	**Retaining Walls**. All retaining walls over 30 inches in height and adjacent to a walkway shall be provided with guardrails. Retaining walls with a surcharge and retaining walls over 36 inches in height shall obtain permits and inspections from the Building and Safety Division.	B	Through Completion
43.	**Accessory Structures.** Building permits are required for all trash enclosures and associated amenities/structures and are required to meet the accessibility and building codes.	B	Through Completion
44.	**Temporary Fencing.** Temporary construction fencing shall be installed along perimeter of all work under construction	B	Through Completion
45.	**Copies of Approved Plans.** Applicant shall provide City with one reduced (1/2 size) copy of the City of Dublin stamped approved plan.	B	30 Days After Permit and Each Revision Issuance
FIRE PREVENTION			
46.	No fire service lines shall pass beneath buildings.	F	Approval of Improvement Plans
47.	All fire apparatus access road shall be with an approved all-weathered surface and capable of supporting imposed load of 75,000 lbs.	F	Approval of Improvement Plans
48.	**New Fire Sprinkler System and Monitoring Requirements.** In accordance with the Dublin Fire Code, fire sprinklers shall be installed in the building. The system shall be in accordance with the NFPA 13, the CA Fire Code and CA Building Code. Plans and specifications showing detailed mechanical design, cut sheets, listing sheets and	F	Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	hydraulic calculations shall be submitted to the Fire Department for approval and permit prior to installation. This may be a deferred submittal. a) **Sprinkler Plans. (Deferred Submittal Item).** Submit detailed mechanical drawings of all sprinkler modifications, including cut sheets, listing sheets and calculations to the Fire Department for approval and permit prior to installation. b) All sprinkler system components shall remain in compliance with the applicable N.F.P.A. 13 Standard, the CA Fire Code and the CA Building Code. c) **Underground Plans. (Deferred Submittal Item).** Submit detailed shop drawings for the fire water supply system, including cut sheets, listing sheets and calculations to the Fire Department for approval and permit prior to installation. All underground and fire water supply system components shall be in compliance with the applicable N.F.P.A. 13, 24, 20, 22 Standards, the CA Fire Code and the CA Building Code**.** The system shall be hydrostatically tested and inspected prior to being covered. Prior to the system being connected to any fire protection system, a system flush shall be witnessed by the Fire Department. d) **Central Station Monitoring.** Automatic fire extinguishing systems installed within buildings shall have all control valves and flow devices electrically supervised and maintained by an approved central alarm station. Zoning and annunciation of central station alarm signals shall be submitted to the Fire Department for approval. e) Fire Protection Equipment shall be identified with approved signs constructed of durable materials, permanently installed and readily visible.		
49.	**Fire Access During Construction.** a) **Fire Access.** Access roads, turnaround, pullouts, and fire operation areas are fire lanes and shall be maintained clear and free of obstructions, including the parking of vehicles. b) **Entrances.** Entrances to job sites shall not be blocked, including after hours, other than by approved gates/barriers that provide for emergency access.	F	During Construction

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	c) **Site Utilities.** Site utilities that would require the access road to be dug up or made impassible shall be installed prior to construction commencing. d) Entrance flare, angle of departure, width, turning radii, grades, turnaround, vertical clearances, road surface, bridges/crossings, gates/key-switch, within a 150-foot distance to Fire Lane shall be maintained. e) **Personnel Access.** Route width, slope, surface and obstructions must be considered for the approved route to furthermost portion of the exterior wall. f) **All-weather access**. Fire access is required to be all-weather access. Show on the plans the location of the all-weather access and a description of the construction. Access roads must be designed to support the imposed loads of fire apparatus.		
50.	**Fire Extinguishers**. Extinguishers shall be visible and unobstructed. Signage shall be provided to indicate fire extinguisher locations. The number and location of extinguishers shall be shown on the building plans. Additional fire extinguishers maybe required by the fire inspector. a) Fire extinguisher shall meet a minimum classification of 2A 10BC. Extinguishers weighing 40 pounds or less shall be mounted no higher than five feet above the floor measured to the top of the extinguisher. Extinguishers shall be inspected monthly and serviced by a licensed concern annually.	F	Occupancy
51.	**FD Building Key Box.** A Fire Department Key Box shall be installed at the main entrance to the building. Note these locations on the plans. The key box should be installed approximately 5 1/2 feet above grade. The box shall be sized to hold the master key to the facility as well as keys for rooms not accessible by the master key. Specialty keys, such as the fire alarm control box key and elevator control keys shall also be installed in the box. The key box door and necessary keys are to be provided to the fire inspector upon the final inspection. The inspector will then lock the keys into the box.	F	Occupancy

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
52.	**Means of Egress.** Exit signs shall be visible and illuminated with emergency lighting when building is occupied.	F	Occupancy
53.	**General Inspection.** Upon inspection of the work for which this submittal was provided, a general inspection of the business and site will be conducted.	F	Occupancy
54.	**Addressing**. Addressing shall be illuminated or in an illuminated area. The address characters shall be contrasting to their background. If address is placed on glass, the numbers shall be on the exterior of the glass and a contrasting background placed behind the numbers. The building shall be provided with all addresses or the assigned address range so as to be clearly visible from either direction of travel on the street the address references. The address characters shall not be less than five inches in height by one-inch stroke. Larger sizes may be necessary depending on the setbacks and visibility.	F	Occupancy
55.	**Hazardous Materials.** Provide an inventory statement (HMIS) for any/all hazardous materials for approval of process/storage/handling requirements. Project shall meet the requirements of the Alameda County Department of Environmental Health as Certified Unified Program Agency (CUPA). Provide to CUPA the Material Safety Data Sheets, Hazardous Materials Business Plan and all required documentation for permitting process. Contact Alameda County Health services at (510) 567-6780. **Hazardous Materials Management Plan.** Provide facility site plan showing storage and use areas, maximum amount of material stored or used in each area, container sizes, storage arrangement including the location and dimensions of aisles. **Hazardous Materials Inventory Statement.** Provide permit application with chemical name, trade names, hazardous ingredients, hazard classification, MSDS, U.N. and C.A.S. number, maximum quantity on-site at one time, storage conditions related to the storage type, temperature and pressure.	F	Building Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	The storage, use and handling of hazardous materials in quantities not exceeding the maximum allowable quantity per control shall be in accordance with CFC.		
56.	**Fire Safety During Construction and Demolition.** a) Clearance to combustibles from temporary heating devices shall be maintained. Devices shall be fixed in place and protected from damage, dislodgement or overturning in accordance with the manufacturer's instructions. b) Smoking shall be prohibited except in approved areas. Signs shall be posted "NO SMOKING" in a conspicuous location in each structure or location in which smoking is prohibited. c) Combustible debris, rubbish and waste material shall be removed from buildings at the end of each shift of work. d) Flammable and combustible liquid storage areas shall be maintained clear of combustible vegetation and waste materials.	F	Ongoing during construction and demolition
DUBLIN SAN RAMON SERVICES DISTRICT			
57.	Complete improvement plans shall be submitted to DSRSD that conform to the requirements of the Dublin San Ramon Services District Code, the DSRSD "Standard Procedures, Specifications and Drawings for Design and Installation of Water and Wastewater Facilities", all applicable DSRSD Master Plans and all DSRSD policies.	DSRSD	Issuance of Any Building Permit
58.	Planning and review fees, inspection fees, and fees associated with a wastewater discharge permit shall be paid to DSRSD in accordance with the rates and schedules and at time of payment as established in the DSRSD Code. Planning and review fees are due after the 1st submittal of plans. Construction Permit and Inspection Fees are due prior to the issuance of a Construction Permit. Capacity Reserve Fees are due before the water meter can be set or the connection to the sewer system.	DSRSD	Issuance of Any Grading Permit or Site Permit
59.	All improvement plans for DSRSD facilities shall be signed by the District Engineer. Each drawing of improvement plans for DSRSD facilities shall contain a signature block for the District Engineer indicating approval of the sanitary sewer and/or water facilities shown. Prior to approval by the District Engineer, the applicant shall pay all required DSRSD fees, and provide an engineer's estimate of construction costs for the sewer and water systems,	DSRSD	Issuance of Any Grading Permit or Site Permit

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	a faithful performance bond, and a comprehensive general liability insurance policy in the amounts and forms that are acceptable to DSRSD. The applicant shall allow at least 15 working days for final improvement drawing review by DSRSD before signature by the District Engineer.		
60.	All easement dedications for DSRSD facilities shall be by separate instrument irrevocably offered to DSRSD or by offer of dedication on the Final Map. Prior to approval by the City for Recordation, the Final Map shall be submitted to and approved by DSRSD for easement locations, widths, and restrictions.	DSRSD	Issuance of Any Grading Permit or Site Permit
61.	The locations and widths of all proposed easement dedications for water and sewer lines shall be submitted to and approved by DSRSD.	DSRSD	Issuance of Any Grading Permit or Site Permit
62.	Water and sewer mains shall be located in public streets rather than in off-street locations to the fullest extent possible. If unavoidable, then sewer or water easements must be established over the alignment of each sewer or water main in an off-street or private street location to provide access for future maintenance and/or replacement.	DSRSD	Issuance of Any Building Permit
63.	Domestic and fire protection waterline systems for Tracts or Commercial Developments shall be designed to be looped or interconnected to avoid dead end sections in accordance with requirements of the DSRSD Standard Specifications and sound engineering practice.	DSRSD	Issuance of Any Grading Permit or Site Permit
64.	Sewers shall be designed to operate by gravity flow to DSRSD's existing sanitary sewer system. Pumping of sewage is discouraged and may only be allowed under extreme circumstances following a case-by-case review with DSRSD staff. Any pumping station will require specific review and approval by DSRSD of preliminary design reports, design criteria, and final plans and specifications. The DSRSD reserves the right to require payment of present worth 30-year operations and maintenance costs as well as other conditions within a separate agreement with the applicant for any project that requires a pumping station.	DSRSD	Issuance of Any Grading Permit or Site Permit
65.	This project will be analyzed by DSRSD to determine if it represents additional water and/or sewer capacity demands on the District. Applicant will be required to pay all incremental capacity reserve fees for water and sewer services as	DSRSD	Issuance of Any Grading Permit or Site Permit

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	required by the project demands. All capacity reserve fees must be paid prior to installation of a water meter for water. If a water meter is not		
66.	No sewer line or waterline construction shall be permitted unless the proper utility construction permit has been issued by DSRSD. A construction permit will only be issued after all of the items in Condition No. 58 has been satisfied.	DSRSD	Issuance of Any Grading Permit or Site Permit
67.	Above ground backflow prevention devices/double detector check valves shall be installed on fire protection systems connected to the DSRSD water main. The applicant shall collaborate with the Fire Department and with DSRSD to size and configure its fire system.	DSRSD	Issuance of Any Grading Permit or Site Permit
68.	Any proposed irrigation for this project shall be designed for and connected to potable water. Unless explicitly stated otherwise by DSRSD, recycled water irrigation is unavailable for use for this project per DERWA recycled water moratorium Resolution No. 19-3 dated 3/24/2019.	DSRSD	Issuance of Any Grading Permit or Site Permit
69.	If trash enclosures are required to drain to the sanitary sewer system, grease interceptors shall be installed near the trash enclosure area. The trash enclosure shall be roofed and graded to minimize rain water or stormwater from entering the trash enclosure.	DSRSD	Issuance of Any Grading Permit or Site Permit
PUBLIC WORKS GENERAL CONDITIONS			
70.	**Conditions of Approval.** Applicant/Developer shall comply with the City of Dublin Public Works Standard Conditions of Approval contained below ("Standard Condition") unless specifically modified by Project Specific Conditions of Approval below.	PW	On-going
71.	**Compliance.** Applicant/Developer shall comply with the City of Dublin Zoning Ordinances, City of Dublin Title 7 Public Works Ordinance, which includes the Grading Ordinance, the City of Dublin Public Works Standards and Policies, the most current requirements of the State Code Title 24 and the Americans with Disabilities Act with regard to accessibility, and all building and fire codes and ordinances in effect at the time of building permit.	PW	On-going
72.	**Clarifications and Changes to the Conditions.** In the event that there needs to be clarification to these conditions of approval, the City Engineer has the authority to clarify the intent of these conditions of approval to the Developer without going to a public hearing. The City Engineer also has the authority to make minor modifications to these conditions	PW	On-going

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	without going to a public hearing in order for the Developer to fulfill needed improvements or mitigations resulting from impacts of this project.		
73.	**Hold Harmless/Indemnification.** Applicant/ Developer shall defend, indemnify, and hold harmless the City of Dublin and its agents, officers, and employees from any claim, action, or proceeding against the City of Dublin or its advisory agency, appeal board, Planning Commission, City Council, Community Development Director, Zone Administrator, or any other department , committee, or agency of the City to the extent such actions are brought within the time period required by Government Code Section 66499.37 or other applicable law: provided, however, that the Applicant/Developer's duty to so defend, indemnify, and hold harmless shall be submitted to the City's promptly notifying or proceeding and the City's full cooperation in the defense of such actions or proceedings.	PW	On-going
74.	**Fees.** Applicant/Developer shall pay all applicable fees in effect at the time of building permit issuance, including, but not limited to: Planning fees; Building fees; Dublin San Ramon Services District fees; Public Facilities fees; City of Dublin Fire fees; Noise Mitigation fees; Inclusionary House In-Lieu fees; Alameda County Flood and Water Conservation fees; Traffic Impact Fees or other development impact fees required by the City of Dublin.	Various Departments	Grading Permit or Building Permit Issuance
75.	**Zone 7 Impervious Surface Fees.** Applicant/Developer shall complete a "Zone 7 Impervious Surface Fee Application" and submit an accompanying exhibit for review by the Public Works Department. Fees generated by this application will be due at issuance of building permit.	PW	Grading Permit or Building Permit Issuance
PUBLIC WORKS – AGREEMENTS			
76.	**Stormwater Management Maintenance Agreement.** Applicant/Developer or Property Owner shall enter into an Agreement with the City of Dublin that guarantees the property owner's perpetual maintenance obligation for all stormwater management measures installed as part of the project, including those on-site and within the public Rights of Way. In addition to stormwater management measures and trash capture devices, drainage v-ditches, mitigation areas, and existing wetlands shall be included for reference, as	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	applicable. Said Agreement is required pursuant to Provision C.3 of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074. Said permit requires the City to provide verification and assurance that all treatment devices will be properly operated and maintained.		
PUBLIC WORKS – PERMITS AND BONDS			
77.	**Grading/Sitework Permit.** Applicant/Developer shall obtain a Grading Permit or Sitework Permit from the Public Works Department for all grading and site improvements.	PW	Start of Work
78.	**Encroachment Permit.** Applicant/Developer shall obtain an Encroachment Permit from the Public Works Department for all construction activity within the public right-of-way. At the discretion of the City Engineer an encroachment permit for work specifically included in an Improvement Agreement may not be required.	PW	Permit Issuance
79.	**Security.** Applicant/Developer shall provide faithful performance security to guarantee the improvements, as well as payment security, as determined by the City Engineer (Note: The performance security shall remain in effect until one year after final inspection).	PW	Permit Issuance
80.	**Permits from Other Agencies.** Applicant/Developer shall obtain all permits and/or approvals required by other agencies including, but not limited to: • Alameda County Fire Department • Dublin San Ramon Services District (DSRSD)	PW	Permit Issuance
PUBLIC WORKS - SUBMITTALS			
81.	**Improvement Plan Submittal Requirements.** All submittals of plans shall comply with the requirements of the "City of Dublin Public Works Department Improvement Plan Submittal Requirements," the "City of Dublin Improvement Plan Review Check List," and current Public Works and industry standards. A complete submittal of improvement plans shall include all civil improvements, joint trench plans, street lighting and on-site safety lighting, landscape plans, and all associated documents as required. The Applicant/Developer shall not piecemeal the submittal by submitting various components separately.	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
82.	**Improvement Plan Requirements from Other Agencies.** Applicant/Developer will be responsible for submittals and reviews to obtain the approvals of all participating non-City agencies. The Alameda County Fire Department and the Dublin San Ramon Services District shall approve and sign the Improvement Plans.	PW	Grading/ Sitework Permit Issuance
83.	**Composite Exhibit.** Construction plan set shall include a Composite Exhibit showing all site improvements, utilities, landscaping improvements and trees, etc. to be constructed to ensure that there are no conflicts among the proposed and existing improvements.	PW	Grading/ Sitework Permit Issuance
84.	**Geotechnical Report.** Applicant/Developer shall submit a Design Level Geotechnical Report, which includes but are not limited to grading recommendations.	PW	Grading/ Sitework Permit Issuance
85.	**Building Pads, Slopes and Walls.** Applicant/Developer shall provide the Public Works Department with a letter from a registered civil engineer or surveyor stating that the building pads have been graded to within 0.1 feet of the grades shown on the approved Grading Plans, and that the top & toe of banks and retaining walls are at the locations shown on the approved Grading Plans.	PW	Acceptance of Improvements
86.	**Hydrology and Hydraulic Calculations.** Hydrology and Hydraulic calculations for the entire parcel including undeveloped areas shall be submitted for approval to the City Engineer. Alameda County published an updated version of the Alameda County Hydrology and Hydraulics (H&H) Manual. The H&H Manual includes updates to calculating runoff and should be used as the basis for your hydrology and hydraulics design of flood control facilities in Alameda County. The manual is available for download at: Alameda County Hydrology & Hydraulics Manual	PW	Grading/ Sitework Permit Issuance
87.	**Stormwater Management Plan.** The Stormwater Management Plan submitted with the Site Development Review (SDR) has been reviewed in concept. A final Stormwater Management Plan shall be submitted for review and approval by the City Engineer. Approval is subject to the Applicant/Developer providing the necessary plans, details, and calculations that demonstrate the plan complies with the standards issued by the San Francisco Bay Regional Water Quality Control Board and Alameda Countywide Clean Water	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	Program. Landscape Based Stormwater Management Measures shall be irrigated and meet WELO requirements.		
88.	**Signing and Striping Plan.** A Traffic Signing and Striping Plan showing all existing and proposed signing and striping within public streets, on-site private streets, parking lots and drive aisles shall be submitted for review and approval by the City Engineer. The striping plans should show the complete intersection at the intersection of Kaiser Road and the car wash driveway. Striping plans shall distinguish between existing striping to be removed and new striping to be installed. All striping shall be thermoplastic.	PW	Grading/ Sitework Permit Issuance
89.	**Approved Plan Files.** Applicant/Developer shall provide the Public Works Department a PDF format file of approved site plans, including grading, improvement, landscaping and irrigation, joint trench and lighting.	PW	Grading/ Sitework Permit Issuance
90.	**Master Files.** Applicant/Developer shall provide the Public Works Department a digital vectorized file of the "master" files for the project, in a format acceptable to the City Engineer. Digital raster copies are not acceptable. The digital vectorized files shall be in AutoCAD 14 or higher drawing format. All objects and entities in layers shall be colored by layer and named in English. All submitted drawings shall use the Global Coordinate System of USA, California, NAD 83 California State Plane, Zone III, and U.S. foot.	PW	Acceptance of Improvements
91.	**Environmental Services Files**. Applicant/Developer shall provide to the Public Works Department GIS shape files, provided in a format acceptable to the City, all MRP Provision C.3 stormwater features, trash capture devices, mitigation measures, wetlands, v-ditches and public waste containers.	PW	Acceptance of Improvements
92.	**SB 1383 Compliance Reporting.** To comply with SB 1383, applicant shall provide to the Public Works Department records indicating where SB 1383 compliant mulch or compost was applied in the project, the source and type of product, quantity of each product, and invoices demonstrating procurement.	PW	Acceptance of Improvements
93.	**Parking Lot Lighting.** Applicant/Developer shall prepare a photometric plan for the site lighting to demonstrate that the minimum 1.0 foot candle lighting level is provided in accordance with the City	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	of Dublin's requirements, or as otherwise approved by the City Engineer. The photometric plan shall show lighting levels which take into consideration poles, low walls and other obstructions. Exterior lighting shall be provided within the surface parking lots and on buildings and shall be of a design and placement so as not to cause glare onto adjoining properties, businesses or to vehicular traffic. Lighting used after daylight hours shall be adequate to provide for security needs. The parking lot lights shall be designed to eliminate any pockets of high and low illuminated areas.		
PUBLIC WORKS - EASEMENTS AND ACCESS RIGHTS			
94.	**Public Utility Easements.** Public Utility Easements (PUE), Sanitary Sewer Easements (SSE), Water Line Easements (WLE), and Recycled Water Line Easements (RWLE) shall be established on the property and offsite as required by the agencies and utility companies owning the facilities.	PW	Building Permit Issuance
95.	**Abandonment of Easements.** Applicant/ Developer shall obtain abandonment from all applicable public agencies of existing easements and rights-of-way within the project site that will no longer be used. Prior to completion of abandonment, the improvement plans may be approved if the Applicant/Developer can demonstrate to the satisfaction of the City Engineer that the abandonment process has been initiated.	PW	Building Permit Issuance
96.	**Acquisition of Easements.** Applicant/Developer shall be responsible for obtaining all onsite and offsite easements, and/or obtain rights-of-entry from the adjacent property owners for any improvements not located on their property. The Developer shall prepare all required documentation for dedication of all easements on-site and off-site. The easements and/or rights-of-entry shall be in writing and copies furnished to the Public Works Department.	PW	Building Permit Issuance
97.	**Grant of Easement and Right-of-Entry.** Applicant/Developer shall grant an easement and/or a right-of-entry to the adjacent property owners for the construction, maintenance, and access to common and shared improvements, as may be applicable.	PW	Building Permit Issuance
98.	**Encroachment of Structures within Proposed and Existing Easements.** Project entry monument signs, lighting standards, walls, C.3 treatment facilities, or any other encroachments within a proposed or existing easement shall not be	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	permitted unless otherwise approved by the City Engineer or easement holder. Any encroachment allowed to be located in an easement is subject to removal and replacement at the expense of the property owner when the easement rights are exercised by the easement holder.		
PUBLIC WORKS - GRADING			
99.	**Grading Plan.** The Grading Plan shall be in conformance with the recommendation of the Geotechnical Report, the approved Site Development Review, and the City design standards and ordinances. In case of conflict between the soil engineer's recommendation and the City ordinances, the City Engineer shall determine which shall apply.	PW	Grading/ Sitework Permit Issuance
100.	**Geotechnical Engineer Review and Approval**. The Project Geotechnical Engineer shall be retained to review all final grading plans and specifications. The Project Geotechnical Engineer shall approve and sign all grading plans prior to City approval.	PW	Grading/ Sitework Permit Issuance
101.	**Site Grading Adjacent to Buildings.** The ground immediately adjacent to the foundation shall be sloped away from the building at a slope required by the California Building Code.	PW	Grading/ Sitework Permit Issuance
102.	**Grading Off-Haul.** The disposal site and haul truck route for any off-haul dirt materials shall be subject to the review and approval by the City Engineer prior to the issuance of a Grading Permit. If the Applicant/Developer does not own the parcel which the proposed disposal site is located, the Applicant/Developer shall provide the City with a Letter of Consent signed by the current owner, approving the placement off-haul material on their parcel. A Grading Plan may be required for the placement of the off-haul material.	PW	Start of Construction; Implementation, and On-going as needed
103.	**Erosion Control Plan.** A detailed Erosion and Sediment Control Plan shall be included with the Grading Plan submittal. The plan shall include detailed design, location, and maintenance criteria of all erosion and sedimentation control measures. The plan shall also address site housekeeping best management practices.	PW	Grading/ Sitework Permit Issuance
104.	**NOI and SWPPP.** Prior to any clearing or grading, Applicant/Developer shall provide the City evidence that a Notice of Intent (NOI) has been sent to the California State Water Resources Control Board per the requirements of the NPDES. A copy of the	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	Storm Water Pollution Prevention Plan (SWPPP) shall be provided to the Public Works Department and be kept at the construction site.		
PUBLIC WORKS - STORM DRAINAGE AND OTHER UTILITIES			
105.	**On-site Storm Drain System.** Storm drainage for the 10-year storm event shall be collected on-site and conveyed through storm drains to the public storm drain system. Show the size and location of existing and proposed storm drains and catch basins on the site plan. Show the size and location of public storm drain lines and the points of connection for the on-site storm drain system.	PW	Grading/ Sitework Permit Issuance
106.	**Overland Release.** Grading and drainage shall be designed so that surplus drainage (above and beyond that of the 10-year storm event) are not collected in site catch basins, is directed overland so as not to cause flooding of existing or proposed buildings.	PW	Grading/ Sitework Permit Issuance
107.	**Storm Drain Easements.** Private storm drain easements and maintenance roads shall be provided for all private storm drains or ditches that are located on private property. Applicant/Developer shall be responsible for the acquisition of all storm drain easements from offsite property owners which are required for the connection and maintenance of all offsite storm drainage improvements.	PW	Grading/ Sitework Permit Issuance
108.	**Storm Drain Inlet Markers.** All public and private storm drain inlets must be marked with storm drain markers that read: "No dumping, drains to creek," include the City Standard detail (CD-704) and a note to indicate that all private inlets shall be marked on the improvement plans. The markers may be purchased from the Public Work Department.	PW	Acceptance of Improvements
109.	**Water and Sewer Facilities.** Applicant/Developer shall construct all potable and recycled water and sanitary sewer facilities required to serve the project in accordance with DSRSD master plans, standards, specifications and requirements.	PW	Certificate of Occupancy or Acceptance of Improvements
110.	**Fire Hydrants.** Fire hydrant locations shall be approved by the Alameda County Fire Department. A raised reflector blue traffic marker shall be shown on the signing and striping plan.	PW	Acceptance of Improvements
111.	**Dry Utilities.** Applicant/Developer shall construct gas, electric, telephone, cable TV, and communication improvements within the fronting streets and as necessary to serve the project and the future adjacent parcels as approved by the City	PW	Certificate of Occupancy or Acceptance of Improvements

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	Engineer and the various Public Utility agencies.		
112.	**Dry Utility Locations.** All electric, telephone, cable TV, and communications utilities, shall be placed underground in accordance with the City policies and ordinances. All utilities shall be located and provided within public utility easements or public services easements and sized to meet utility company standards.	PW	Certificate of Occupancy or Acceptance of Improvements
113.	**Utility Vaults and Boxes.** All utility vaults, boxes, and structures, unless specifically approved otherwise by the City Engineer, shall be underground and placed in landscaped areas and screened from public view. Landscape drawings shall be submitted to the City showing the location of all utility vaults, boxes, and structures and adjacent landscape features and plantings.	PW	Certificate of Occupancy or Acceptance of Improvements
PUBLIC WORKS – ON-SITE IMPROVEMENTS			
114.	**Surface Slopes.** Pavement surface slopes in parking lots and drive aisles shall be a minimum of 0.5 percent and a maximum of five percent (unless otherwise required at parking spaces for the disabled and at ramps at the parking structure and loading dock). Exceptions may be considered by the City Engineer to account for unusual design conditions.	PW	Grading/ Sitework Permit Issuance
115.	**Public Litter Cans.** Public litter cans are required on site and on the trail to meet DMC Section 7.98.120. Cigarette butt receptacles and appropriate signage are required to be placed on-site in an appropriate location for public and employee use.	PW	Grading/ Sitework Permit Issuance
116.	**Project Signs.** All proposed project signs or monument signs shall be placed on private property and located outside of any easement areas unless specifically approved by the City Engineer. Any signage located in an easement is subject to removal and replacement at the expense of the property owner if required by the easement holder.	PW	Grading/ Sitework Permit Issuance
117.	**Drive Aisle Width.** The parking lot aisles shall be as required in DMC Section 8.76.070.A.7 for the proposed parking stall configuration to allow for adequate onsite vehicle circulation for cars, trucks, and emergency vehicles.	PW	Grading/ Sitework Permit Issuance
118.	**Vehicle Parking.** All on-site vehicle parking spaces shall conform to the following: a) All parking spaces shall be double striped using four-inch white lines set two feet apart in accordance with City Standards and DMC	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	8.76.070.A.17. b) Twelve-inch-wide concrete step-out curbs shall be constructed at each parking space where one or both sides abut a landscaped area or planter. c) Where wheel stops are shown, individual six feet long wheel stops shall be provided within each parking space in accordance with City Standards. d) A minimum 20-foot radius shall be provided at curb returns and curb intersections where applicable. e) Parking stalls next to walls, fences and obstructions to vehicle door opening (including those in the parking structure) shall be an additional four feet in width per DMC Section 8.76.070.A.16. f) Sidewalks that are designated as an accessible path of travel shall have a minimum width of six foot when adjacent to parked vehicles that overhang the curb. Install wheel stops per City Standard if the sidewalk is less than six feet wide. g) Landscaped strips adjacent to parking stalls shall be unobstructed in order to allow for a minimum two-foot vehicular overhang at front of vehicles.		
119.	**Visibility Triangle.** All improvements within the sight visibility triangle at all intersections and driveways, including but not limited to walls and landscaping, shall be a maximum height of 30 inches from the roadway surface elevation at the nearest lane.	PW	Issuance of Building Permit
120.	**Photometrics.** Applicant/Developer shall provide a complete photometrics plan for both onsite and frontage roadways. Include the complete data on photometrics, including the High, Average and Minimum values for illuminance and uniformity ratio.	PW	Grading/ Sitework Permit Issuance
121.	**Bicycle Parking.** Applicant/Developer shall install short term (bicycle racks) in accordance with California Green Building Standards Code requirements. Locations of the bicycle parking shall be subject to the review and approval of the City Engineer.	PW	Issuance of Building Permit
122.	**Structures in Stormwater Facilities.** Structures such as light poles, if absolutely necessary to be placed inside bio-retention areas, shall have the foundations deepened and consequently reducing	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	the effective bio-retention treatment area size by the area of the foundation footprint.		
123.	**Project Signs.** All proposed project monument signs shall be placed on private property. Signs should be located outside of any easement areas unless specifically approved by the City Engineer. Any signage allowed to be located in an easement is subject to removal and replacement at the expense of the Developer/property owner if required by the easement holder.	PW	Grading Permit Issuance
PUBLIC WORKS - NPDES			
124.	**Stormwater Treatment.** Consistent with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP) Order No. R2-2015-0049, the Developer shall submit documentation including construction drawings demonstrating all stormwater treatment measures and hydromodification requirements as applicable are met.	PW	Grading/ Sitework Permit Issuance
125.	**Stormwater Requirements Checklist.** Applicant/Developer shall submit a "Stormwater Requirements Checklist for Development Projects" and accompanying required documentation. The form can be downloaded from the following webpage, under Stormwater Design Submittal Forms; the applicable checklist should be filled out according to the project scope: http://dublin.ca.gov/1656/Development-Permits---Stormwater-Require	PW	Grading/ Sitework Permit Issuance
126.	**Stormwater Source Control.** All applicable structural and operational stormwater source controls shall be implemented. Source control measures for fire sprinkler test water and condensate discharge shall be to a sanitary sewer line.	PW	Certificate of Occupancy or Acceptance of Improvements
127.	**SWPPP.** The Storm Water Pollution Prevention Plan (SWPPP) shall identify the Best Management Practices (BMPs) appropriate to the project construction activities. The SWPPP shall include the erosion and sediment control measures in accordance with the regulations outlined in the most current version of the Association of Bay Area Governments (ABAG) Erosion and Sediment Control Handbook or State Construction Best Management Practices Handbook. The Developer is responsible for ensuring that all contractors implement all storm water pollution prevention measures in the SWPPP.	PW	SWPPP to be Prepared Prior to Approval of Improvement Plans; Implementation Prior to Start of Construction and On-going as needed

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
128.	**Maintenance Access.** Applicant/Developer shall design and construct maintenance access to all stormwater management measures. Maintenance access for equipment and personnel to overflow risers, cleanouts and other structures is required. The final number, location, width, and surfacing of maintenance access points from public or private streets is subject to the approval of the City Engineer and GHAD Engineer, as applicable.	PW	Grading/ Sitework Permit Issuance
129.	**Clean Bay Blueprint.** The Applicant shall add the "Clean Bay Blueprint" to the building plans which can be found on the City website at the link below under Construction Stormwater Best Management Practices (BMPs): http://dublin.ca.gov/1656/Development-Permits---Stormwater-Require	PW	Grading/ Sitework Permit Issuance
130.	**Trash Capture.** The project must include appropriate full trash capture devices for both private and public improvements. Specific details on the trash capture devices selected are required on the construction plan set demonstrating how MRP Provision C.10 (trash capture) requirements are met. A list of approved full trash capture devices may be found at the City's website at the following link: insert here. Please note that lead time for trash capture device delivery can be substantial. The applicant/contractor shall plan accordingly.	PW	Grading/ Sitework Permit Issuance
131.	**Solid Waste Requirements.** The Project must comply with all requirements in DMC Chapter 7.98, including the following requirements: • All public litter containers shall include a portion for recycling. • A solid waste enclosure checklist is required to accompany the submission of enclosure drawings.	PW	Grading/ Sitework Permit Issuance
132.	**Waste Enclosure**. The waste enclosure shall meet all of the requirements set forth within the DMC Section 7.98, including but not limited to providing sewer and water hook-ups as applicable. The improvement plans and/or building permit plans shall show additional information demonstrating these requirements are met. A standard plan for the waste enclosure can be downloaded at https://dublin.ca.gov/341/Standard-Plans in the "Stormwater Measures" section. A pedestrian accessible path of travel shall be provided for employees from the building to the waste enclosure	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	in conformance with current accessibility requirements.		
133.	**Garbage Truck Access**. Applicant/Developer shall provide plans and details on anticipated garbage truck access and routes, in addition to example set-out diagrams for waste carts/bins placement on garbage day demonstrating adequate space available for carts/bins. Carts and bins shall not block street or driveway access.	PW	Grading/ Sitework Permit Issuance
134.	**SB 1383 Compliance.** To comply with SB 1383 procurement requirements, all mulch and compost used in stormwater management measures and general landscape areas shall meet SB 1383 procurement requirements. Specifically, compost must be produced at a permitted composting facility; digestate, biosolids, manure and mulch do not qualify as compost. Eligible mulch must be derived from organic materials and be produced at a permitted transfer station, landfill, or composting facility. Examples of allowed compost include arbor mulch and composted mulch.	PW	Grading/ Sitework Permit Issuance
135.	**Plants in Bio-retention Areas.** Landscaping in bio-retention areas shall be selected from the Alameda County C.3 Technical Guidance or the City of Dublin pre-approved list.	PW	Grading/ Sitework Permit Issuance
PUBLIC WORKS - CONSTRUCTION			
136.	**Erosion Control Implementation.** The Erosion and Sediment Control Plan shall be implemented between October 1st and April 30th unless otherwise allowed in writing by the City Engineer. The Developer will be responsible for maintaining erosion and sediment control measures for one year following the City's acceptance of the improvements.	PW	Start of Construction and On-going
137.	**Archaeological Finds.** If archaeological materials are encountered during construction, construction within 100 feet of these materials shall be halted until a professional Archaeologist who is certified by the Society of California Archaeology (SCA) or the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and suggest appropriate mitigation measures.	PW	Start of Construction and On-going
138.	**Construction Activities.** Construction activities, including the idling, maintenance, and warming up of equipment, shall be limited to Monday through Friday, and non-City holidays, between the hours of 7:30 a.m. and 5:30 p.m. except as otherwise	PW	Start of Construction and On-going

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	approved by the City Engineer. Extended hours or Saturday work will be considered by the City Engineer on a case-by-case basis. Note that the construction hours of operation within the public right of way are more restrictive.		
139.	**Temporary Fencing.** Temporary Construction fencing shall be installed along the perimeter of all work under construction to separate the construction operation from the public. All construction activities shall be confined within the fenced area. Construction materials and/or equipment shall not be operated or stored outside of the fenced area or within the public right-of-way unless approved in advance by the City Engineer.	PW	Start of Construction and On-going
140.	**Construction Noise Management Plan.** Applicant/Developer shall prepare a construction noise management plan that identifies measures to be taken to minimize construction noise on surrounding developed properties. The plan shall include hours of construction operation, use of mufflers on construction equipment, speed limit for construction traffic, haul routes and identify a noise monitor. Specific noise management measures shall be provided prior to project construction.	PW	Start of Construction Implementation, and On-going needed
141.	**Traffic Control Plan.** Closing of any existing pedestrian pathway and/or sidewalk during construction shall be implemented through a City approved Traffic Control Plan and shall be done with the goal of minimizing the impact on pedestrian circulation.	PW	Start of Construction and On-going
142.	**Construction Traffic Interface Plan.** Applicant/Developer shall prepare a plan for construction traffic interface with public traffic on any existing public street. Construction traffic and parking may be subject to specific requirements by the City Engineer.	PW	Start of Construction and On-going
143.	**Pest Control.** Applicant/Developer shall be responsible for controlling any rodent, mosquito, or other pest problem due to construction activities.	PW	On-going
144.	**Lighting Inspection.** Prior to occupancy, Applicant/Developer shall request an inspection of the lighting levels throughout the site to determine if lighting is sufficient. If additional lights are required to be installed to meet the 1.0 foot-candle requirement, or for other safety or operational reasons, the Applicant/Developer shall do so prior to Occupancy.	PW	Occupancy

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
145.	**Construction Traffic and Parking.** All construction related parking shall be off the public street.	PW	Start of Construction and On-going
146.	**Dust Control Measures.** Applicant/Developer shall be responsible for watering or other dust-palliative measures to control dust as conditions warrant or as directed by the City Engineer.	PW	Start of Construction; Implementation On-going as needed
147.	**Dust Control/Street Sweeping.** Applicant/ Developer shall provide adequate dust control measures at all times during the grading and hauling operations. All trucks hauling export and import materials shall be provided with tarp cover at all times. Spillage of haul materials and mud-tracking on the haul routes shall be prevented at all times. The Developer shall be responsible for sweeping of streets within, surrounding and adjacent to the project if it is determined that the tracking or accumulation of material on the streets is due to its construction activities.	PW	Start of Construction Implementation, and On-going needed
PUBLIC WORKS – SPECIAL CONDITIONS			
148.	**Street Restoration.** A pavement treatment, such as slurry seal or grind and overlay, will be required within the public streets fronting the site as determined by the Public Works Department. The type and limits of the pavement treatment shall be determined by the City Engineer based upon the number and proximity of trench cuts, extent of frontage and median improvements, extent of pavement striping and restriping, excessive wear and tear/damage due to construction traffic, etc.	PW	Grading/ Sitework Permit Issuance
149.	**Property Frontage Repairs.** Applicant/Developer shall be responsible for repairing the curb, gutter, and sidewalks along the property frontage that have become a tripping hazard, damaged, and are non-compliant with the current ADA standards whether existing or caused by the construction work or other factors.	PW	Grading/ Sitework Permit Issuance
150.	**Curb Ramps.** Applicant/Developer shall construct ADA compliant dual curb ramps consistent with the latest edition of the Caltrans Standard Plans, along the property frontage at Kaiser Road to provide continuity to the pedestrian crosswalks at the driveway entrances.	PW	Grading/ Sitework Permit Issuance
151.	**Pedestrian Access and Sidewalk Easement.** Applicant/Developer shall provide an accessible pedestrian path with a minimum width of five feet along the property frontage on Kaiser Road and	PW	Grading/ Sitework Permit Issuance

#	CONDITION TEXT	RESPON. AGENCY	WHEN REQ'D Prior to:
	ensure pedestrian access is provided to and from Dublin Boulevard in accordance with current Public Works and Building Code requirements.		
152.	**Stop Sign Installation.** Install a MUTCD standard stop sign at the project driveway at the intersection with Kaiser Road.	PW	Grading/ Sitework Permit Issuance
153.	**Project Queuing.** Applicant/Developer shall monitor the queues and make sure that they do not extend into Kaiser Road or Dublin Boulevard by employing staff to manage the queues. Applicant/Developer shall enter into an Improvement Agreement with the City for a supplemental transportation study to be performed by an on-call consultant with the City to review the queuing patterns at the intersection of the car wash driveway and Kaiser Road and at Dublin Boulevard and Kaiser Road specific to the proposed use. The review shall be conducted during peak hours within the first 12 months of operation or if an obvious queuing issue develops, whichever is sooner. If a queuing issue is identified by the study, off-site and on-site circulation shall be reviewed to make recommendations for improvements. Applicant/Developer shall implement the recommendations or improvements based on the traffic study. Applicant/Developer shall provide faithful performance security to guarantee the supplemental transportation study and recommended improvements, as determined by the City Engineer.	PW	Grading/ Sitework Permit Issuance

PASSED, APPROVED, AND ADOPTED this 18th day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

NISSAN COMMERCIAL CAR WASH

Site Development Review

September 12, 2022

TABLE OF CONTENTS

C.1 SITE PLAN
C.2 FIRE ACCESS PLAN
C.3 TRASH PICK UP PLAN
C.4 PRELIMINARY UTILITY PLAN
C.5 PRELIMINARY GRADING PLAN
C.6 PRELIMINARY CROSS SECTIONS
C.7 PRELIMINARY STORMWATER MANAGEMENT PLAN
C.8 VEHICLE CIRCULATION PLAN
L.1 CONCEPTUAL LANDSCAPE PLAN
A101 ARCHITECTURE SITE PLAN
A102 TRASH ENCLOSURE DETAILS
A201 FLOOR PLAN
A301 ELEVATIONS
A302 VACUUM CANOPY ELEVATIONS
A303 VACUUM CANOPY ELEVATIONS
A304 PAY CANOPY ELEVATIONS
PHOTOMETRIC PLAN
SP 2 LIGHTING CUT-SHEETS

Prepared By:
K-12 Architects
New Leaf Landscape Architects
MacKay & Somps

Prepared For:
Dosanjh Real Estate LLC

DUBLIN BLVD

NON-ACCESS EASEMENT

PROJECT BOUNDARY

SIGN EASEMENT

ROW

PSE

PAE

SDE

PAY STATIONS

EXISTING MEDIAN

PROPOSED SIDEWALK AND CURB RAMPS PARALLEL TO KAISER ROAD (PRIVATE) TO BE COORDINATED WITH ADJACENT KAISER MEDICAL DEVELOPMENT

EXISTING ENTRY TO BE IMPROVED AND USED FOR ACCESS

PROPOSED SIDEWALK AND CURB RAMPS PARALLEL TO KAISER ROAD (PRIVATE) TO BE COORDINATED WITH ADJACENT KAISER MEDICAL DEVELOPMENT

EXISTING MEDIAN

TRANSFORMER

FUTURE ACCESS ONTO ADJACENT PARCEL

CAR WASH BUILDING

VACUUM ZONE

25' UTILITY ESMT

10' PSE

11'

8'

3'

10.5'

R20.5'

R10'

11'

25.5'

R25'

R7'

34.8'

3'

4'

6'

14'

17'

24'

26'

11'

5'

9'

R12'

10'

108'

10'

10.5'

6'

119'

19'

15'

5'

12.5'

9.5'

99'

R15'

R14'

R17'

34'

30'

R8'

25'

20'

12'

61'

8'

14'

17'

5'

4'

SDE

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-025-00

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-027-00

KAISER ROAD

SITE SUMMARY

BUILDING AREA: 3574± SF
TOTAL CAR WASH SITE AREA: 43563± SF
FLOOR AREA RATIO (FAR): 0.08±

NOTE:
1. ALL DIMENSIONS ARE SHOWN AS AN INDICATION ONLY AND ARE TO BE ADJUSTED DURING FINAL DESIGN
2. ALL EXISTING EASEMENTS ARE TO REMAIN

LEGEND:

- CURB RAMPS
- LIGHTS
- PEDESTRIAN ACCESS ROUTE

0 30 60
SCALE: 1"=30'

ISSUE DATE: AUGUST 25, 2022
DRAWN BY: NT
PROJECT NO. 19945.00

DIMENSIONED SITE PLAN

SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH

KAISER ROAD, DUBLIN, CA

MACKAY & SOMPS
ENGINEERS PLEASANTON, CA
PLANNERS
SURVEYORS (925)225-0690

SHEET NO. C.1
OF: 8 SHEETS

DUBLIN BLVD

FH

PROJECT BOUNDARY

250' RADIUS CENTERED AT FH

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-025-00

KAISER ROAD

R14'

R17'

EXISTING ENTRY TO BE
IMPROVED AND USED FOR ACCESS

150'

25'

FUTURE ACCESS TO
ADJACENT PARCEL

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-027-00

LEGEND

FIRE DEPARTMENT ON-SITE ACCESS ROUTE

FH EXISTING FIRE HYDRANT

0 30 60
SCALE: 1"=30'

ISSUE DATE: AUGUST 25, 2022
DRAWN BY: NT
PROJECT NO. 19945.00

FIRE ACCESS PLAN

SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH

KAISER ROAD, DUBLIN, CA

MACKAY & SOMPS
CIVIL ENGINEERS PLANNERS SURVEYORS
PLEASANTON, CA (925)225-0690

SHEET NO. C.2
OF: 8 SHEETS

DUBLIN BLVD

PROJECT BOUNDARY

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-027-00

KAISER ROAD

Rear-Load Cargo Truck

TRASH ENCLOSURE

EXISTING ENTRY TO BE IMPROVED AND USED FOR ACCESS

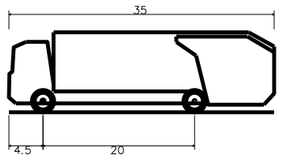
FUTURE ACCESS ONTO ADJACENT PARCEL

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-027-00

LEGEND

GARBAGE PICK UP ROUTE

NOTE:
TRASH PICKUP ROUTE SUBJECT TO APPROVAL BY AVI. ACCESSIBLE ROUTE TO TRASH ENCLOSURE LOCATION WILL BE PROVIDED WITH FINAL DESIGN.



Rear-Load Garbage Truck

Overall Length	35.000ft
Overall Width	8.375ft
Overall Body Height	10.546ft
Min Body Ground Clearance	1.000ft
Track Width	8.375ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	29.300ft

0 30 60
SCALE: 1"=30'

ISSUE DATE: AUGUST 25, 2022
DRAWN BY: NT
PROJECT NO. 19945.00

TRASH PICKUP PLAN

SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH

KAISER ROAD, DUBLIN, CA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
PLEASANTON, CA (925)225-0690

SHEET NO. C.3
OF: 8 SHEETS

DUBLIN BLVD

PROJECT BOUNDARY

10' PSE

6" SANITARY SEWER LATERAL

EX SS

ROW

PSE

SDE

SD

SD PIPE

2" DOMESTIC WATER SERVICE LATERAL

25' DSRSD EASEMENT

EX W

EX SS

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-025-00

KAISER ROAD

PAE

SD

SD

TRANSFORMER

SDE

25' DSRSD EASEMENT

SD

CONNECT TO EX. SDMH LOCATED IN PARCEL 3

EX SS

EX W

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-027-00

LEGEND

- EXISTING SANITARY SEWER (8" MIN MAIN LINE)
- PROPOSED STORM DRAIN (12" MIN MAIN LINE)
- EXISTING WATER (8" MIN MAIN LINE)
- EXISTING SANITARY SEWER MANHOLE
- AREA DRAIN
- STORM DRAIN INLET
- PROPOSED STORM DRAIN MANHOLE
- BIORETENTION OUTLET
- BIORETENTION

NOTES:

1. PROPOSED UTILITIES SHOWN WILL BE ADJUSTED WITH FINAL DESIGN.
2. ELECTROLIERS WILL BE SPOTTED WITH FINAL DESIGN. NO LIGHTS TO BE INSTALLED WITHIN THE EXISTING DSRSD EASEMENT.
3. EXISTING SANITARY SEWER AND WATER INSTALLED WITH NISSAN DEVELOPMENT ON PARCEL 4.
4. ALL EXISTING UTILITY EASEMENTS TO REMAIN.

0 30 60

SCALE: 1"=30'

ISSUE DATE: AUGUST 25, 2022
DRAWN BY: NT
PROJECT NO. 19945.00

PRELIMINARY UTILITY PLAN

SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH

KAISER ROAD, DUBLIN, CA

MACKAY & SOMPS
CIVIL ENGINEERS PLANNERS SURVEYORS
(925)225-0690
PLEASANTON, CA

SHEET NO. C.4
OF: 8 SHEETS

DUBLIN BLVD

PROJECT BOUNDARY

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-025-00

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-027-00

KAISER ROAD

FF
352.64±

SWALE

VALLEY GUTTERS

FUTURE ACCESS ONTO
ADJACENT PARCEL

FUTURE SIDEWALK AND CURB RAMPS
PARALLEL TO KAISER ROAD (PRIVATE) TO
BE COORDINATED WITH ADJACENT KAISER
MEDICAL DEVELOPMENT

EXISTING ENTRY TO BE
IMPROVED AND USED FOR ACCESS

FUTURE SIDEWALK AND CURB RAMPS
PARALLEL TO KAISER ROAD (PRIVATE) TO
BE COORDINATED WITH ADJACENT KAISER
MEDICAL DEVELOPMENT

LEGEND

348.04	EXISTING SPOT ELEVATION
350.04	PROPOSED FINISHED GROUND ELEVATION
	FLOW LINE
	OVERLAND RELEASE

ABBREVIATION

FF FINISHED FLOOR

NOTES:
1. MINIMUM PAVEMENT SLOPE: 1.0%
2. MAXIMUM PAVEMENT SLOPE: 5.0%
3. GRADES TO BE ADJUSTED DURING FINAL DESIGN
4. MAXIMUM GRADES FOR ACCESSIBLE PARKING OR PATH OF TRAVEL: 2.0%

0 30 60
SCALE: 1"=30'

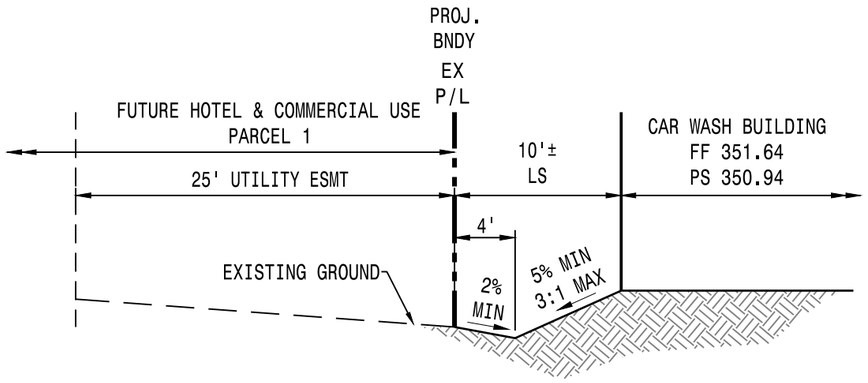
ISSUE DATE: AUGUST 25, 2022
DRAWN BY: NT
PROJECT NO. 19945.00

PRELIMINARY GRADING PLAN
SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH
KAISER ROAD, DUBLIN, CA

MacKAY & SOMPS
SURVEYORS
PLANNERS
ENGINEERS
PLEASANTON, CA
(925)225-0690

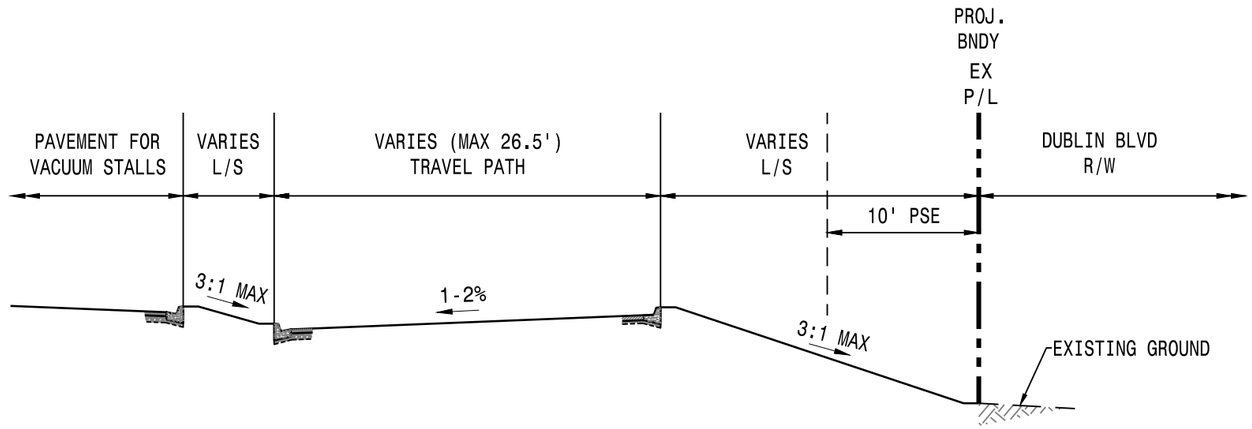
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OF: 8 SHEETS



SECTION A

NTS

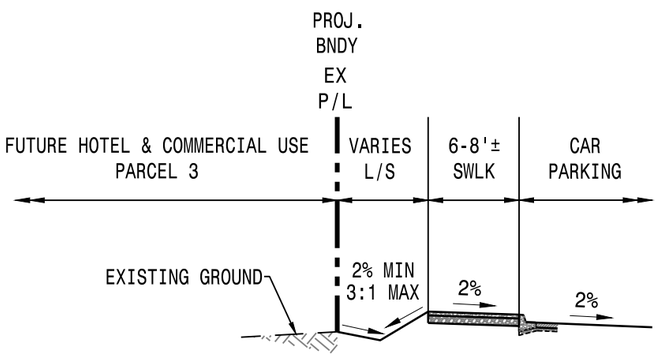
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SECTION C

NTS

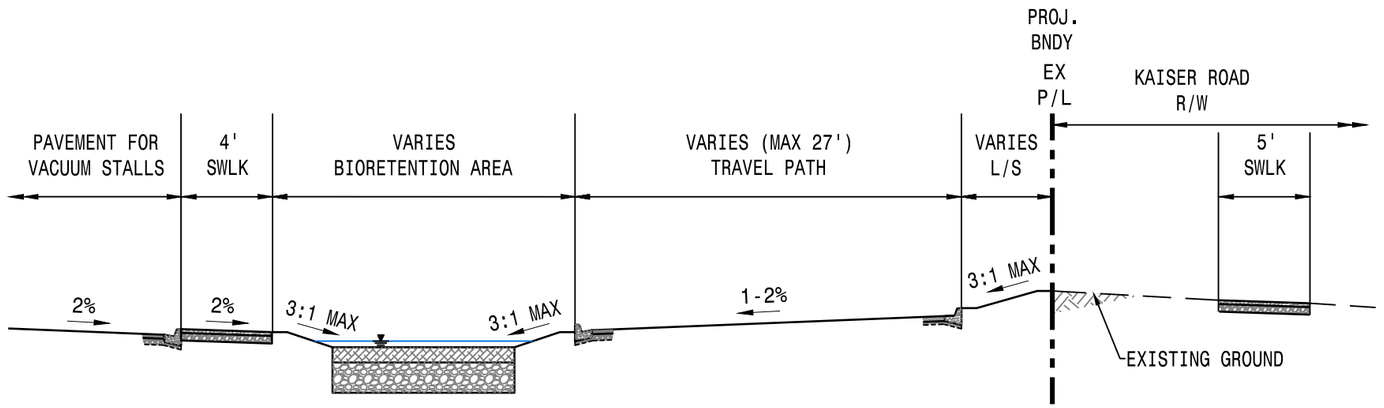
C



SECTION B

NTS

B



SECTION D

NTS

D

0 30 60

SCALE: 1"=30'

ISSUE DATE: AUGUST 25, 2022
DRAWN BY: NT
PROJECT NO. 19945.00

PRELIMINARY CROSS SECTIONS

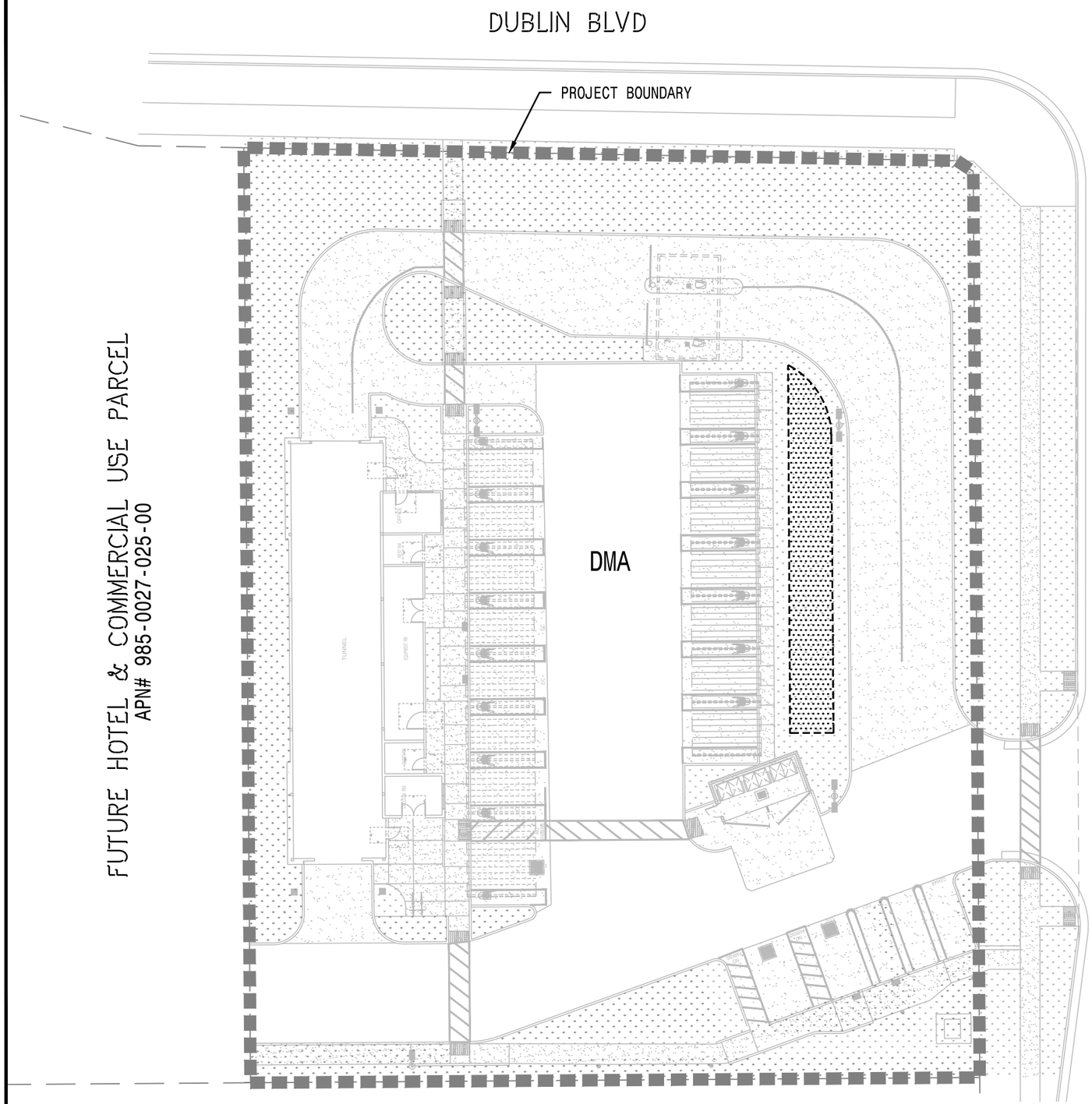
SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH

KAISER ROAD, DUBLIN, CA

MACKAY & SOMPS
CIVIL ENGINEERS
PLANNERS
SURVEYORS
(925)225-0690
PLEASANTON, CA

SHEET NO.
C.6
OF: 8 SHEETS



LEGEND

DMA — DRAINAGE MANAGEMENT AREA

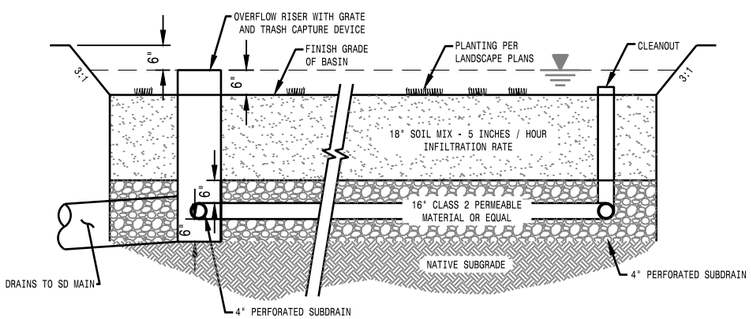
BIORETENTION C.3 SWQ TREATMENT FACILITY

LIMITS OF DRAINAGE MANAGEMENT AREA

NOTES:

1. THE CALCULATIONS SHOWN IN TABLE HEREON ARE BASED ON ALAMEDA COUNTY CLEAN WATER PROGRAM, C.3 STORMWATER TECHNICAL GUIDANCE OCTOBER 31, 2017.
2. THE COMBINATION FLOW AND VOLUME DESIGN METHOD WAS ADOPTED TO DETERMINE THE REQUIRED SURFACE AREA OF TREATMENT. REFER TO SEPARATE WORKSHEET.
3. SITE MEAN ANNUAL PRECIPITATION IS 18.5 INCHES.
4. RAINFALL INTENSITY IS 0.2 INCHES/HOUR.
5. BIORETENTION TREATMENT AREA TO BE ADJUSTED FOR PROPOSED IMPERVIOUS AND PERVIOUS AREAS DURING FINAL DESIGN.

TYPE OF SURFACE	AREA OF SURFACE TYPE WITHIN DMA (SF)	SIZING FACTOR	EFFECTIVE IMPERVIOUS AREA (SF)
IMPERVIOUS AREA (SF)	30918	1.0	30918
PERVIOUS AREA (SF)	12646	0.1	1265
TOTAL AREA (SF)	43564		32183
REQUIRED CAPTURE VOLUME (CF)			1812
HOURS OF RAIN EVENT DURATION			3.38
SURFACE AREA OF TREATMENT (SF)			966
DEPTH OF STORED RUNOFF IN SURFACE PONDING AREA (IN)			5.62



TYPICAL BIORETENTION BASIN DETAIL

NTS

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-027-00

NOTE:

1. THE PRELIMINARY STORMWATER MANAGEMENT PLAN HAS BEEN REVIEWED IN CONCEPT ONLY. A MORE DETAILED REVIEW OF THE DESIGN AND CALCULATIONS WILL BE DONE AT THE SUBMITTAL OF THE CONSTRUCTION PLANS.

0 30 60

SCALE: 1"=30'

ISSUE DATE: AUGUST 25, 2022
DRAWN BY: NT
PROJECT NO. 19945.00

PRELIMINARY STORMWATER MANAGEMENT PLAN

SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH

KAISER ROAD, DUBLIN, CA

MACKAY & SOMPS
ENGINEERS PLEASANTON, CA
PLANNERS
SURVEYORS (925)225-0690

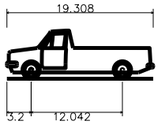
SHEET NO. C.7
OF: 8 SHEETS

DUBLIN BLVD

PROJECT BOUNDARY

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-025-00

KAISER ROAD



F-150 Regular Cab 4x2 STYLESIDE 8' Box

Overall Length	19.308ft
Overall Width	6.575ft
Overall Body Height	6.350ft
Min Body Ground Clearance	0.825ft
Track Width	6.575ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	23.500ft

FUTURE HOTEL & COMMERCIAL USE PARCEL
APN# 985-0027-027-00

0 30 60
SCALE: 1"=30'

ISSUE DATE: AUGUST 25, 2022
DRAWN BY: NT
PROJECT NO. 19945.00

VEHICLE CIRCULATION PLAN

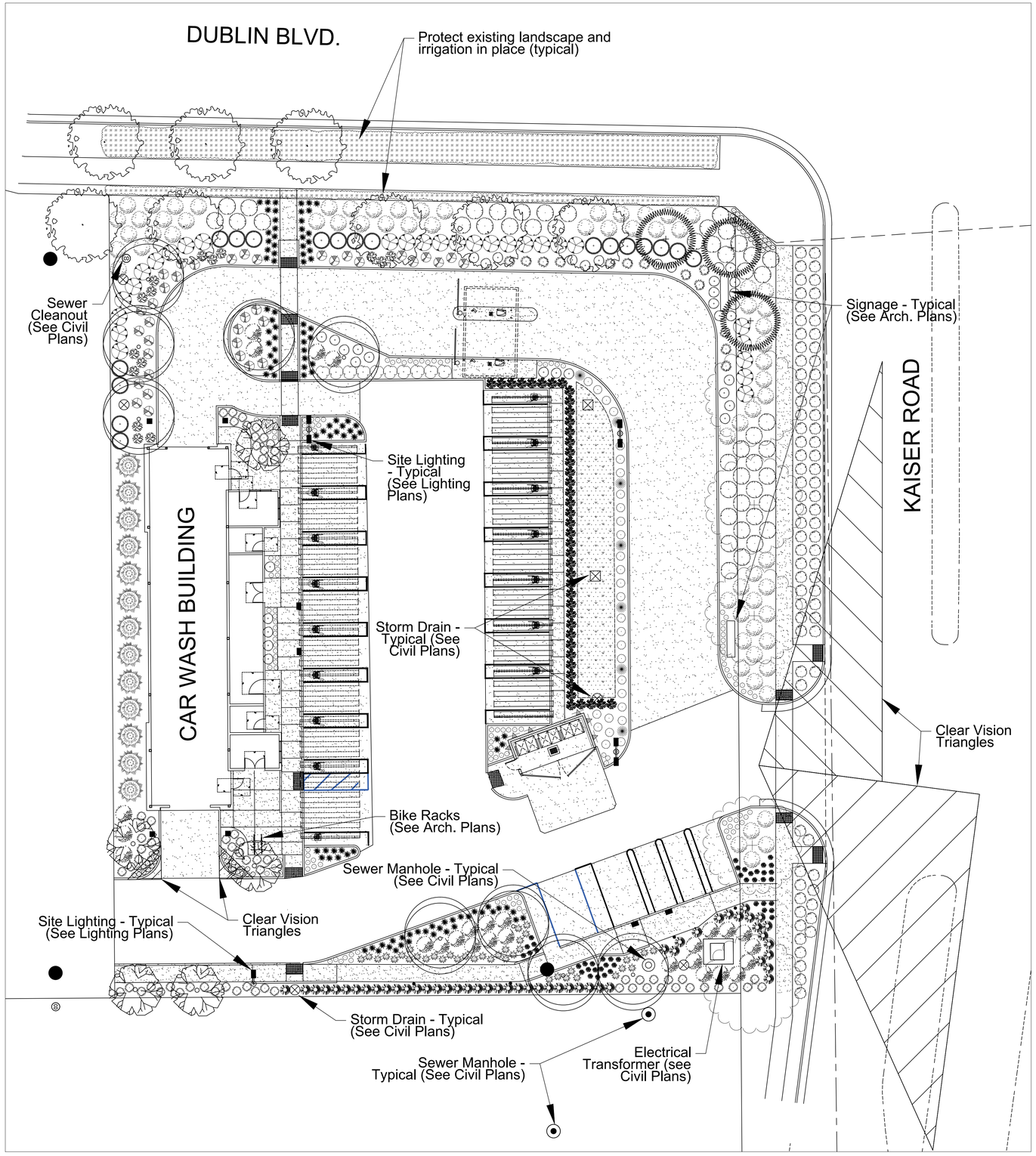
SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH

KAISER ROAD, DUBLIN, CA

MACKAY & SOMPS
SURVEYORS (925)225-0690
PLANNERS
ENGINEERS
PLEASANTON, CA

SHEET NO. C.8
OF: 8 SHEETS



CONCEPTUAL LANDSCAPE PLAN

CONCEPTUAL PLANT PALLETTE

SYMBOL	BOTANICAL NAME / COMMON NAME	PLANT QTY.	PLANT SIZE	WATER REQ.'S	SPACING ON-CENTER
TREES					
	ACER R. 'SCARLET SENTINEL' / COLUMNAR RED MAPLE	5	24" BOX	MODERATE	+/- 30'
	CERCIS OCCIDENTALIS / WESTERN REDBUD	5	24" BOX	LOW	+/- 17'
	LAGERSTROEMIA I. 'WATERMELON RED' / CRAPE MYRTLE	3	24" BOX	LOW	+/- 19'
	LAURUS N. 'SARATOGA' / SWEETBAY	9	24" BOX	LOW	+/- 22'
	EXISTING TREE TO REMAIN	8	EXISTING	LOW	N/A

SYMBOL	BOTANICAL NAME / COMMON NAME	PLANT QTY.	PLANT SIZE	WATER REQ.'S	SPACING ON-CENTER
SHRUBS/VINES					
	ACHILLEA MILLEFOLIUM / COMMON YARROW	124	1 GAL	LOW	18"
	ARCTOSTAPHYLOS D. 'HOWARD MCMINN' / MANZANITA	27	5 GAL	LOW	60"
	ARTEMISIA C. 'MONTARA' / CALIFORNIA SAGEBRUSH	29	1 GAL	LOW	48"
	CEANOTHUS G. 'ANCHOR BAY' / POINT REYES CEANOTHUS	69	5 GAL	LOW	72"
	CISTUS X 'PURPUREUS' / ORCHID ROCKROSE	10	5 GAL	LOW	48"
	CISTUS X 'SUNSET' / ROCKROSE	46	5 GAL	LOW	72"
	COPROSMA KIRKII / MIRRORPLANT	78	1 GAL	LOW	48"
	DODONAEA V. 'PURPUREA' / PURPLE HOPSEED BUSH	13	5 GAL	LOW	96"
	GREVILLEA 'NOELII' / NOEL GREVILLEA	27	5 GAL	LOW	60"
	KNIPHOFIA UVARIA / RED-HOT POKER	43	1 GAL	LOW	24"
	LAVANDULA S. 'OTTO QUAST' /SPANISH LAVENDER	46	1 GAL	LOW	36"
	MYOPORUM PARVIFOLIUM / MYOPORUM	13	1 GAL	LOW	60"
	MYRTUS C. 'COMPACTA' / DWARF MYRTLE	44	5 GAL	LOW	36"
	NANDINA D. 'GULF STREAM' / HEAVENLY BAMBOO	15	1 GAL	LOW	36"
	PARTHENOCISSUS TRICUSPIDATA / BOSTON IVY - VINE	6	5 GAL	LOW	60"
	PHORMIUM 'BRONZE BABY' / NEW ZEALAND FLAX	7	5 GAL	LOW	N/A
	PHORMIUM 'TOM THUMB' / DWARF NEW ZEALAND FLAX	39	1 GAL	LOW	36"
	RHAMNUS C. 'EVE CASE' / COFFEEBERRY	18	5 GAL	LOW	60"
	RHAPHIOLEPIS I. 'BALLERINA' / INDIAN HAWTHORNE	36	1 GAL	LOW	48"
	ROSMARINUS O. 'HUNTINGTON CARPET' / DWARF ROSEMARY	37	1 GAL	LOW	48"
	SALVIA GREGGII / AUTUMN SAGE	65	1 GAL	LOW	42"
	TEUCRIUM CHAMAEDRYS / GERMANDER	111	1 GAL	LOW	24"
	TULBAGHIA VIOLACEA / SOCIETY GARLIC	57	1 GAL	LOW	18"
GROUND COVERS					
	BIO-RETENTION PLANTING TO BE A MIX OF DESCHAMPSIA CESPITOSA (TUFTED HAIRGRASS), KNIPHOFIA UVARIA (RED HOT POKER), JUNCUS PATENS (CALIFORNIA GRAY RUSH) AND CHONDROPETALUM TECTORUM (SMALL CAPE RUSH).	966 SF	1 GAL	LOW	24"
	EXISTING LANDSCAPE TO BE PROTECTED IN PLACE AND REMAIN	1,650 SF	EXISTING	N/A	N/A

NOTES

1. PLANT PALETTE IS INTENDED AS A REPRESENTATIVE GUIDE OF THE PLANT MATERIAL TO BE USED, ACTUAL PLANT MATERIAL USED IN THE CONSTRUCTION DOCUMENTS MAY VARY.
2. WATER USE REQUIREMENTS FOR PLANTS (PLANT FACTORS) ARE BASED ON RECOMMENDATIONS FROM THE WATER USE CLASSIFICATION OF LANDSCAPE SPECIES (WUCOLS IV 2014) PUBLISHED BY THE UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION, JANUARY 2014.
3. CONSTRUCTION DOCUMENTS WILL BE PREPARED IN COMPLIANCE WITH THE CITY OF DUBLIN LANDSCAPE REQUIREMENTS AND THE STATE OF CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO) REQUIREMENTS.
4. BACKFLOW PREVENTER AND ELECTRICAL FOR IRRIGATION CONTROLLER WILL BE DETERMINED WHEN CONSTRUCTION DOCUMENTS ARE COMPLETED FOR THE PROJECT.
5. BIO-RETENTION AREA WILL BE IRRIGATED BY EITHER HIGH EFFICIENCY OVERHEAD IRRIGATION OR SUBSURFACE DRIP IRRIGATION AS APPROPRIATE.
6. ALL TREES, SHRUBS AND GROUNDCOVER WILL BE IRRIGATED BY EITHER BUBBLERS OR DRIP IRRIGATION AS APPROPRIATE.
7. SB 1383 COMPLIANCE - COMPOST MUST BE DERIVED FROM ORGANIC MATERIALS AND BE PRODUCED AT A PERMITTED TRANSFER STATION, LANDFILL OR COMPOSTING FACILITY. THE CONTRACTOR SHALL PROVIDE TO THE PUBLIC WORKS DEPARTMENT RECORDS INDICATING WHERE SB 1383 COMPLIANT MULCH OR COMPOST WAS APPLIED IN THE PROJECT, THE SOURCE AND TYPE OF PRODUCT, QUANTITY OF EACH PRODUCT, AND INVOICES DEMONSTRATING PROCUREMENT.
8. LANDSCAPING IN BIO-RETENTION AREAS SHALL BE FROM THE ALAMEDA COUNTY C.3 TECHNICAL GUIDANCE PRE-APPROVED LIST.

0 8 16 32
SCALE: 1/16"=1'-0"

ISSUE DATE: September 7, 2022
DRAWN BY: NGH
PROJECT NO. 19945.00

CONCEPTUAL LANDSCAPE PLAN
SITE DEVELOPMENT REVIEW

NISSAN COMMERCIAL CAR WASH
KAISER ROAD, DUBLIN, CA

NEWLEAF
Landscape Architecture
814 W. 5th Street, Ripon, CA 95366
209-640-3710

SHEET NO. L1
OF: 1 SHEETS

PROJECT DATA

ASSESSOR'S PARCEL NUMBER(S): 985-27-26

ZONING: PD- PLANNED DEVELOPMENT

PROJECT SITE AREA (GROSS): (1 ACRE) 43,564 S.F.

BUILDING DATA:

STRUCTURE	CBC OCCUP.	TYPE OF CONST.	AREA
CAR WASH	B	V B	3,574 S.F.

FLOOR TO AREA RATIO:

TOTAL AREA OF SITE: 43,564 S.F.
TOTAL AREA OF BLDGS: (8.2%) 3,574 S.F.

BUILDING TO HAVE FIRE SPRINKLERS.

PARKING DATA:

		REQ'D.
CAR WASH	4 SPACES + ADDITIONAL SPACES FOR DRYING/VACUUMS, + 20 FEET IN FRONT OF EACH BAY	19
	TOTAL REQ'D PARKING = INCLUDES 4 EVC SPACES	= 19
BICYCLE	SHORT TERM (5% OF REQ. PARKING)	= 1
	LONG TERM (5% OF REQ. PARKING)	= 1

PARKING PROVIDED

REGULAR PARKING	= 1
VAN ACCESSIBLE SPACES	= 1
CLEAN AIR VEHICLE SPACE	= 1
EV CHARGING- VAN ACCESSIBLE	= 1
EV CHARGING- ACCESSIBLE SPACE	= 1
EV CHARGING- STANDARD (IN VACUUM STALL) =	2
VACUUM STALLS REGULAR	= 14
VACUUM STALL- VAN ACCESSIBLE	= 1
TOTAL =	20

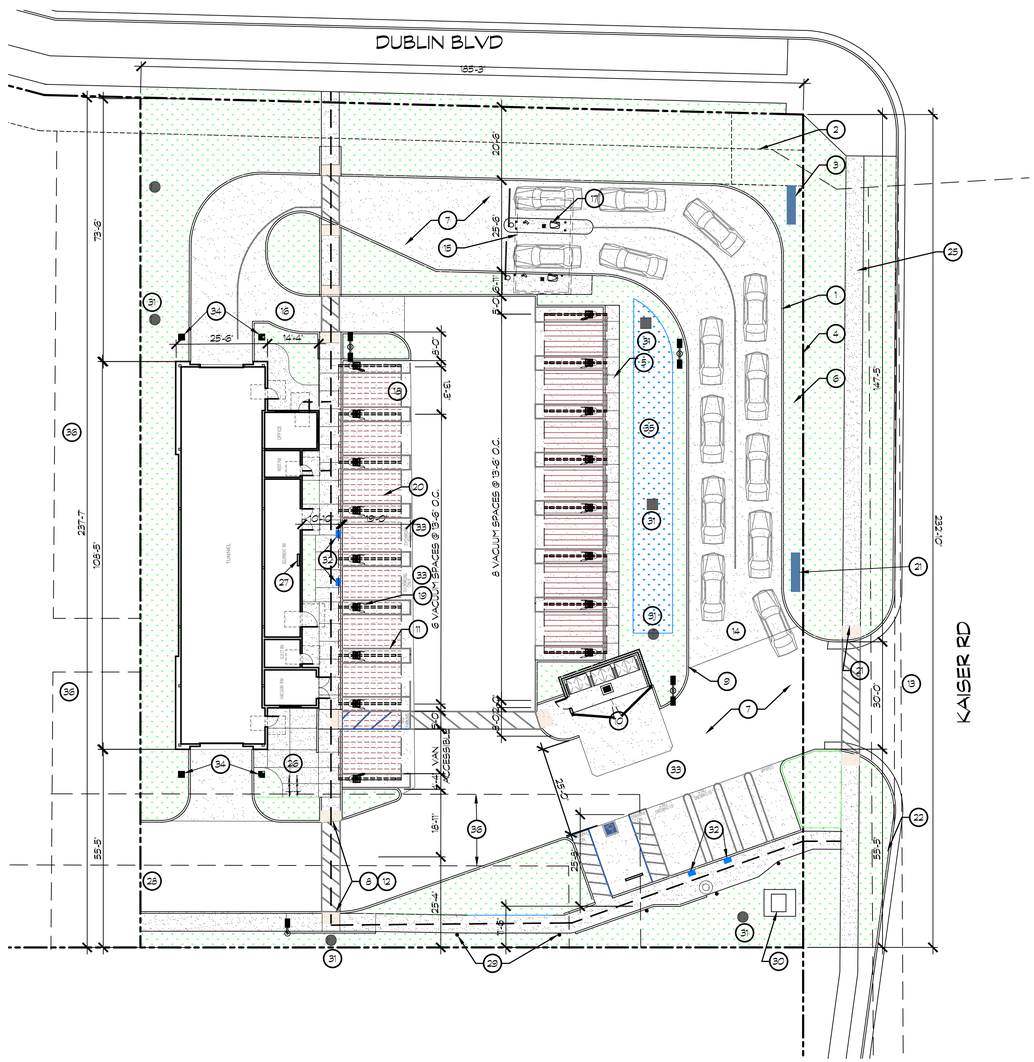
BICYCLE	SHORT TERM=	2
	LONG TERM- IN EQUIPMENT ROOM=	1

SCOPE OF WORK

THE PROJECT IS TO DEVELOPE AN EXPRESS CAR WASH CONSISTING OF A 105'-0' CAR WASH TUNNEL. THERE WILL BE 15 SELF SERVE VACUUMS, A TWO LANE PAY STATION WITH A CANOPY, WITH STACKING FOR 20 CARS. WE WILL BE RECYCLING ABOUT 70% OF THE WATER. THERE WILL BE 3-4 EMPLOYEES.

SITE PLAN KEYNOTES

1. PROPERTY LINE
2. SETBACK
3. MONUMENT SIGN. BY OWNER
4. 6" HIGH CONCRETE CURB.
5. 4" THICK CONCRETE WALK. SEE LEGEND THIS SHEET
6. LANDSCAPING. SEE LEGEND THIS SHEET
7. A/C PAVING.
8. ACCESSIBLE CURB RAMP
9. SITE YARD LIGHT. WITH CONCRETE BASE SHALL HAVE A DRY SACK FINISH. TYPICAL
10. TRASH ENCLOSURE AND CONC. APPROACH APRON, SEE DETAIL 6/A102
11. 4" WIDE PAINT STRIPING, WHITE, UNLESS NOTED OTHERWISE
12. DETECTABLE WARNING SURFACE
13. NEW DRIVEWAY - SEE CIVIL DWGS
14. ± 144'-0" LF OF VEHICLE STACKING x 2 LANES = 14 CARS STACKED BEFORE PAYSTATION, WITH + 5 CARS AFTER TO TUNNEL. 19 CARS TOTAL STACKING
15. PAY STATION OVERHEAD
16. ESCAPE LANE/ TURN AROUND
17. CASHIER PAY STATION, SEE A304
18. CAR WASH VACUUM STATION SEE A302, A303
19. VACUUM STANCHION WITH METAL ROOF
20. CAR WASH VACUUM ROOF OVERHEAD
21. CAR WASH ENTRY SIGN
22. ACCESSIBLE POLE MOUNTED SITE SIGN
23. ACCESSIBLE VAN PARKING STALL
24. ACCESSIBLE VACUUM PARKING STALL
25. PUBLIC RIGHT AWAY SIDEWALK
26. CLASS I RACK FOR 2 BICYCLES. INSTALL PER MFR. SPECIFICATIONS
27. LONG TERM BICYCLE RACK IN THE EQUIPMENT ROOM
28. REQUIRED ACCESS TO NEIGHBORS PROPERTY
29. SIDEWALK LIGHT BOLLARD
30. ELECT. TRANSFORMER
31. AREA DRAIN SEE CIVIL
32. FUTURE EV CHARGER LOCATION, TYPICAL OF 4
33. EV CHARGING ONLY - TO BE ADDED WHEN EV CHARGERS ARE INSTALLED. INFRASTRUCTURE WILL BE INSTALLED NOW.
34. BUILDING COLUMN
35. STORM DRAIN DETENTION SEE CIVIL
36. EASEMENT LINE, SEE CIVIL DRAWINGS



SITE LEGEND

- AC PAVING/EXISTING PUBLIC RIGHTAWAY SIDEWALK
- LANDSCAPING
- CONCRETE WALKWAY

ALL WALKWAYS AND SIDEWALKS ALONG ACCESSIBLE ROUTES OF TRAVEL (1) ARE CONTINUOUSLY ACCESSIBLE, (2) HAVE A MAXIMUM 1/2" CHANGE IN ELEVATION, (3) ARE MINIMUM 48" IN WIDTH, (4) HAVE A MAXIMUM 2% CROSS SLOPE, AND (5) WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (I.E., 1:20) SHALL HAVE RAMPS COMPLYING WITH 2013 CBC, SECTION 11B-405 OR 11B406 AS APPROPRIATE. WHERE A WALK CROSSES OR ADJOINS A VEHICULAR WAY, AND THE WALKING SURFACES ARE NOT SEPARATED BY CURBS, RAILINGS OR OTHER ELEMENTS BETWEEN THE PEDESTRIAN AREAS AND VEHICULAR AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE, COMPLYING 2013 CBC, SECTION 11B-705.1.2.5.

— — — PATH OF TRAVEL

20 **SITE PLAN**

SCALE: 1"= 20'-0"

K12 Architects, Inc
3090 Fite Circle, #104
Sacramento, CA 95827
PH:(916) 455-6500 FAX:(916) 455-8100

CONSULTANTS:

CONTRACTOR:

PROJECT:

NISSAN COMMERCIAL CAR WASH

KASIER DRIVE
DUBLIN, CA 94568

DEVELOPER:

Inder Dosanjh
4200 John Monego Ct
Dublin, CA 94568

REVISIONS:

PROFESSIONAL SEALS:

LICENSED ARCHITECT KURT WAGENKNECHT C-14729 NOV. 2021 RENEWAL DATE STATE OF CALIFORNIA

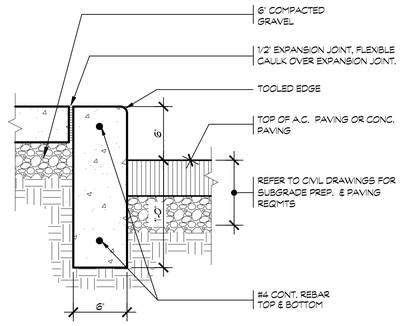
PROJECT NUMBER: 21-023
PROJECT DATE: 2-16-22

SHEET CONTENTS:

SITE PLAN

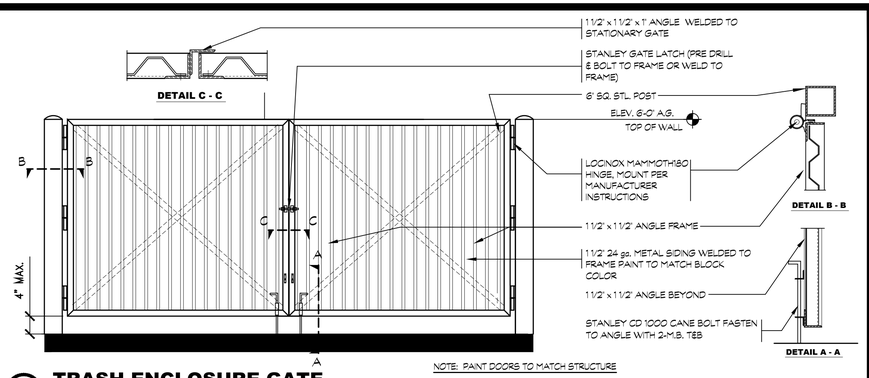
SHEET NUMBER:

A101



17 CONC. WALK CURB

SCALE: 1 1/2"=1'-0"



NOTE: PAINT DOORS TO MATCH STRUCTURE

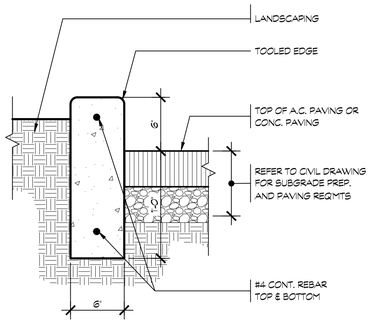
13 TRASH ENCLOSURE GATE

SCALE: 1/2" = 1'-0"



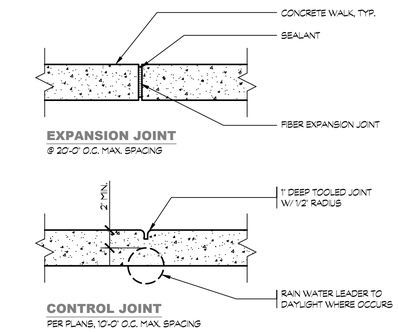
18 BIKE RACK

SCALE: NTS



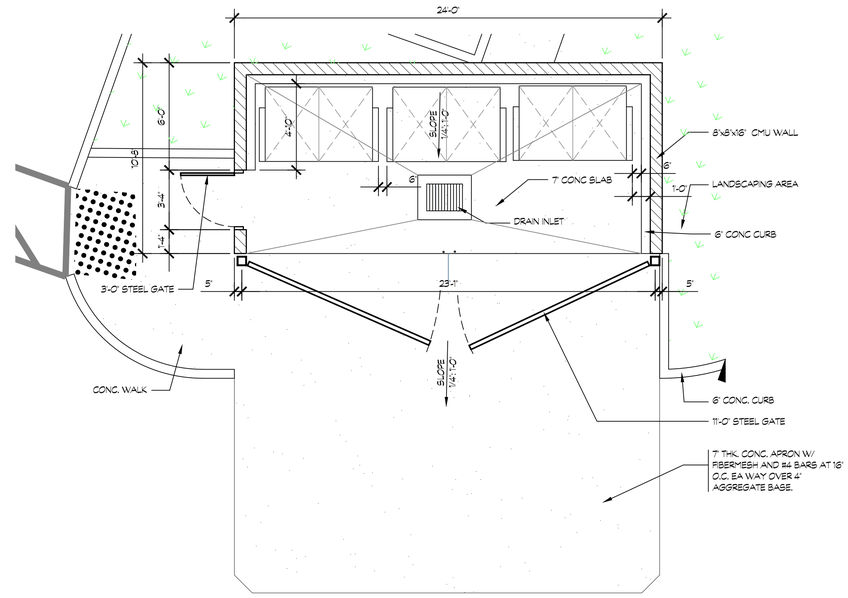
14 CONC. CURB @ LANDSCAPING

SCALE: 1 1/2"=1'-0"



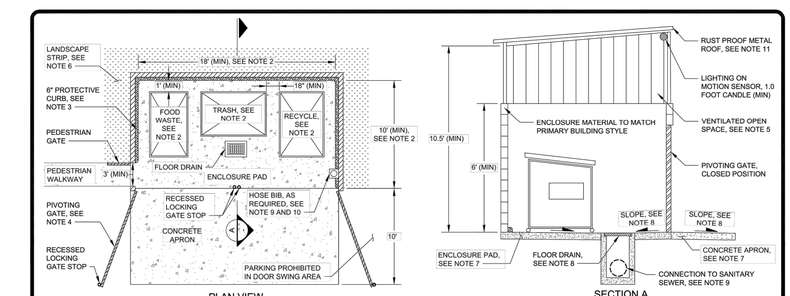
10 CONC. WALK EXPANSION & CONTROL JOINTS

SCALE: 1 1/2"=1'-0"



6 TRASH ENCLOSURE PLAN

SCALE: 1/4"= 1'-0"



NOTES:

1. REFER TO *CITY OF DUBLIN'S WASTE HANDLING STANDARDS* AND *WASTE ENCLOSURE REQUIREMENTS CHECKLIST* FOR DESIGN AND SITING REQUIREMENTS.
2. WASTE BINS TO BE SIZED TO ACCOMMODATE PROPERTY WASTE, RECYCLING, AND COMPOST DISCARDS. FACILITIES MUST PROVIDE SEPARATE ORGANIC BINS. FOOD RELATED FACILITIES MUST PROVIDE A GREASE COLLECTION RECEPTACLE. WASTE BINS SHALL BE CONFIGURED TO ALLOW FULL ACCESS TO THE FRONT OF THE BIN. USABLE INTERIOR FLOOR DIMENSIONS SHALL BE A MINIMUM OF 18' WIDE BY 10' DEEP.
3. CURBS, 6" MIN WIDTH AND 8" MIN HEIGHT, ARE REQUIRED AROUND ALL INTERIOR WALLS TO PREVENT STRUCTURE DAMAGE FROM BIN LOADING.
4. DOUBLE FREE HANGING METAL GATES REQUIRED FOR ALL ENCLOSURES. SINGLE SET REQUIRED FOR GATE OPENINGS LESS THAN OR EQUAL TO 24'. MAXIMUM GATE LENGTH IS 12'.GATE HEIGHT SHALL ACCOMMODATE SIZE OF LARGEST BIN.
5. SCREEN/BARRIER REQUIRED TO PREVENT ILLEGAL DUMPING IF OPEN SPACE BETWEEN WALL AND ROOF IS GREATER THAN 2'.
6. IRRIGATED LANDSCAPE STRIP, 5' MIN WIDTH, WITH PLANTED VEGETATION TO SHIELD ENCLOSURE WALLS REQUIRED IF ENCLOSURE IS VISIBLE FROM ROADWAY.
7. ENCLOSURE PAD AND CONCRETE APRON SHALL BE DESIGNED TO WITHSTAND 20,000 POUNDS OF DIRECT FORCE FROM A SINGLE TRUCK AXLE. REFER TO *CITY OF DUBLIN'S WASTE HANDLING STANDARDS* FOR VEHICLE APPROACH AND TURNING RADIUS REQUIREMENTS.
8. GRADING AROUND THE ENCLOSURE SHALL BE DESIGNED TO DRAIN STORMWATER AWAY FROM THE ENCLOSURE AT A 1% TO 2% SLOPE. UNLESS A CONNECTION TO THE SANITARY SEWER IS PROVIDED, THE INTERIOR ENCLOSURE PAD SHALL BE GRADED SUCH THAT NO RUNOFF OCCURS FROM INSIDE THE PAD.
9. ENCLOSURES SERVICING FOOD SERVICE FACILITIES ARE REQUIRED TO HAVE A HOSE BIB, PER ALAMEDA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT REQUIREMENTS. ENCLOSURE PAD SURFACE OF ENCLOSURES WITH A HOSE BIB SHALL SLOPE AT A 1% TO 2% SLOPE (1% - 1.5% RECOMMENDED) TO AN INTERIOR FLOOR DRAIN CONNECTED TO THE SANITARY SEWER. SANITARY SEWER CONNECTIONS AND INCLUSION OF OIL & GREASE SEPARATORS SHALL BE IN ACCORDANCE WITH DUBLIN SAN RAMON SERVICES DISTRICT (DSRSD) STANDARD SPECIFICATIONS.
10. IF A HOSE BIB IS USED PROVIDE CAGE, BUMPER, OR OTHER PROTECTION.
11. DIRECT ROOF DRAINAGE TO STORMWATER CONTROL MEASURE OR LANDSCAPED AREA.

CITY OF DUBLIN 1982 CALIFORNIA

WASTE ENCLOSURE

SOURCE CONTROL TYPICAL DETAILS

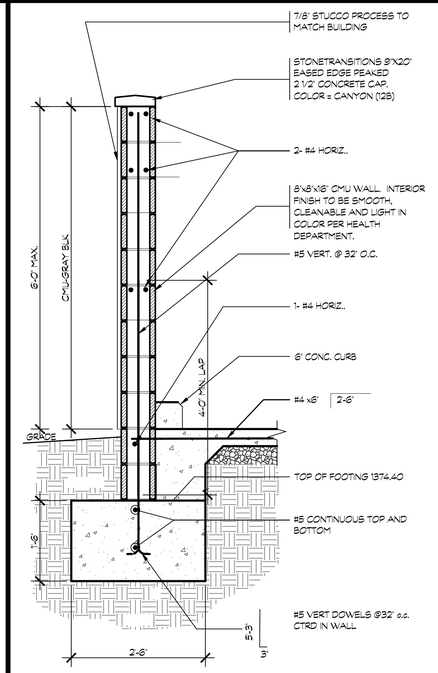
CITY OF DUBLIN PUBLIC WORKS

SCALE: NOT TO SCALE
DATE: MAY 11, 2018
DRAWN BY: K. K.
CHECKED BY: A. R.

APPROVED:

PUBLIC WORKS DIRECTOR

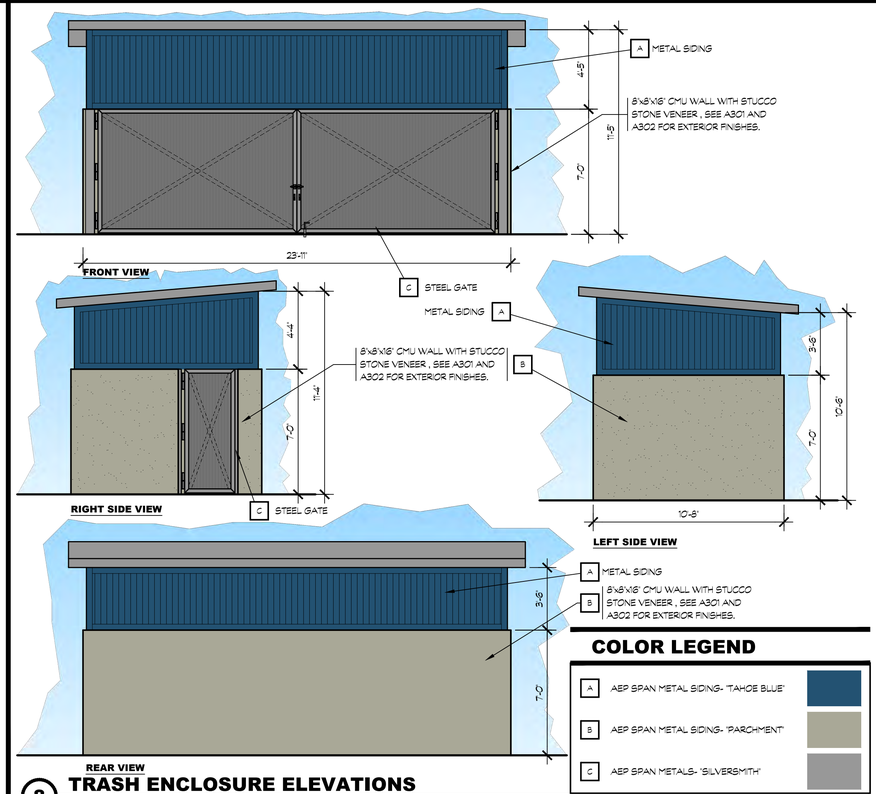
SC-2



MATERIAL SPAECIFICATIONS:
MASONRY UNITS: ASTM C90 (1,900 PSI)
MORTAR: ASTM C270 TYPE S (1,800 PSI)
GROUT: ASTM C476 (2,000 PSI)
CONCRETE: 2500 PSI
REINFORCING STEEL: SEE SHEET S1.0

12 TRASH ENCLOSURE WALL SEC.

SCALE: 3/4" = 1'-0"



8 TRASH ENCLOSURE ELEVATIONS

SCALE: 1/4"= 1'-0"

COLOR LEGEND

A	AEP SPAN METAL SIDING- 'TAHOE BLUE'
B	AEP SPAN METAL SIDING- 'PARCHMENT'
C	AEP SPAN METALS- 'SILVERSMITH'

K12 Architects

K12 Architects, Inc
3090 Fite Circle, #104
Sacramento, CA 95827
PH:(916) 455-6500 FAX:(916) 455-8100

CONSULTANTS:

CONTRACTOR:

PROJECT:

NISSAN COMMERCIAL CAR WASH

KASIER DRIVE
DUBLIN, CA 94568

DEVELOPER:

Inder Dosanjh
4200 John Monego Ct
Dublin, CA 94568

REVISIONS:

PROFESSIONAL SEALS:

LICENSED ARCHITECT KURT WAGENKNECHT C-14729 NOV. 2021 RENEWAL DATE STATE OF CALIFORNIA

PROJECT NUMBER: **21-023**

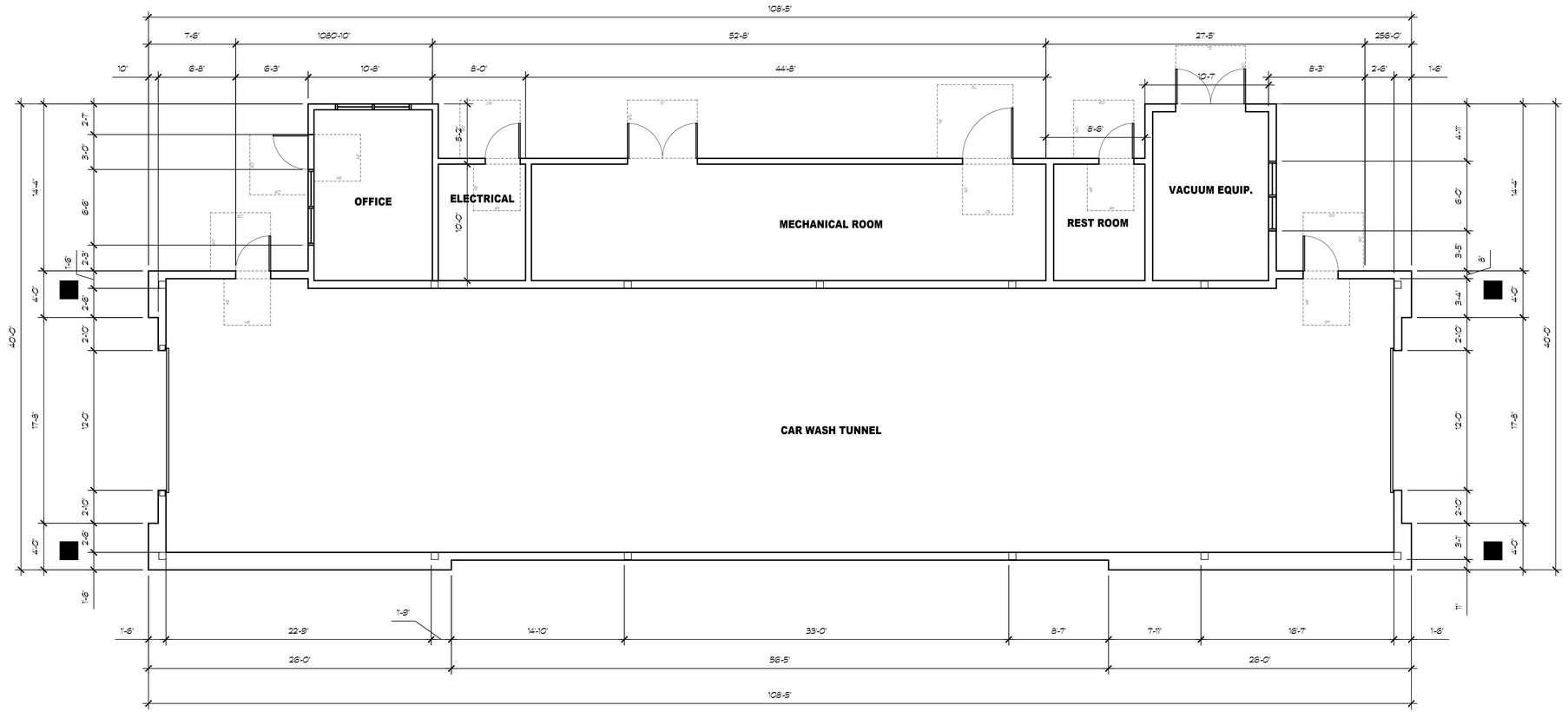
PROJECT DATE: **2-16-22**

SHEET CONTENTS:

TRASH ENCLOSURE DETAILS

SHEET NUMBER:

A102



20 CAR WASH FLOOR PLAN

SCALE: 1/8"= 1'-0"

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KASIER DRIVE
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Dublin, CA 94568

REVISIONS:

PROFESSIONAL SEALS:

LICENSED ARCHITECT
KURT WAGENKNECHT
C-14729
NOV 30 2021
RENEWAL DATE
STATE OF CALIFORNIA

PROJECT NUMBER: 21-023
PROJECT DATE: 2-16-22

SHEET CONTENTS:

FLOOR PLAN

SHEET NUMBER:

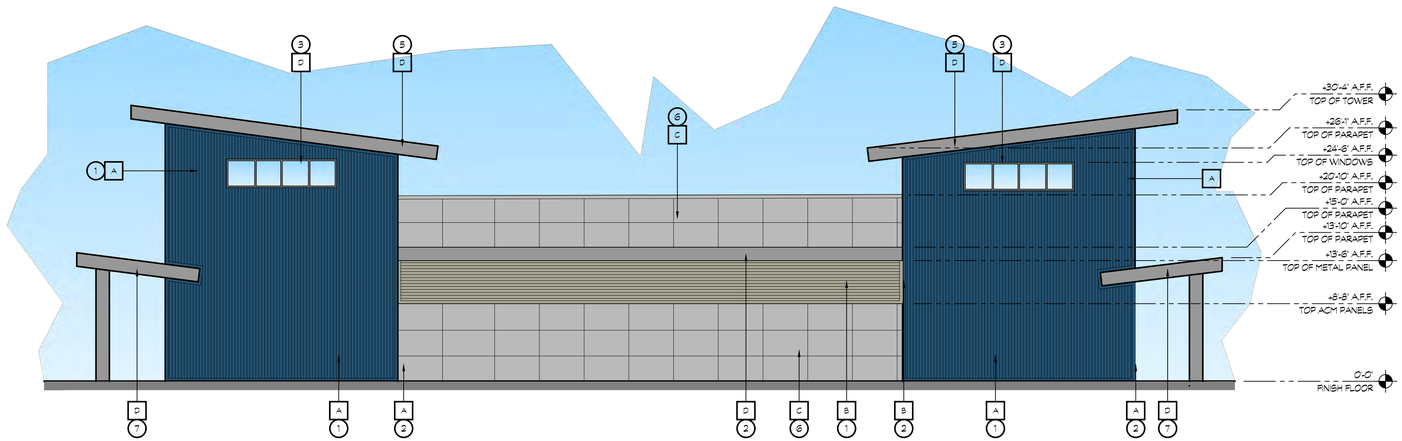
A201



EAST ELEVATION



NORTH ELEVATION (SOUTH ELEVATION SIMILAR)



WEST ELEVATION

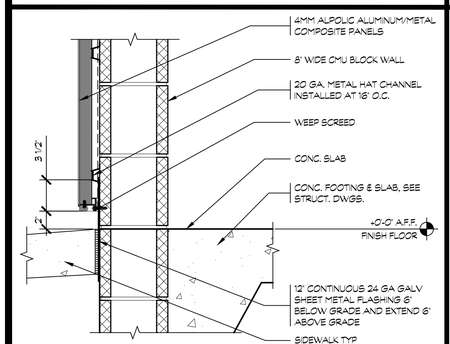
SCALE: 1/8" = 1'-0"

KEY NOTES

1. METAL WALL PANEL- PAINTED
2. METAL TRIM
3. STOREFRONT WINDOW SYSTEM; DARK BRONZE ANODIZED, 2'x4.5' CENTER GLAZING SYSTEM; WITH 1" CLEAR DUAL GLAZING
4. HOLLOW CORE METAL DOOR
5. STANDING SEAM METAL ROOFING
6. ALPOLIC ACM PANEL
7. METAL CANOPY
8. ROOF LINE AND WALL BEYOND
9. STREET ADDRESS, 12" HIGH LETTERS, 1 1/2" STROKE, BLACK, BACKGROUND COLOR TO MATCH TRIM COLOR, WALL WASH ILLUMINATION
10. METAL FLASHING - PAINT TO MATCH DAL TILE OR CEMENT PLASTER
11. METAL WALL PANEL- PAINTED
12. STANDING SEAM METAL ROOFING
13. METAL TRIM- PAINTED
14. LOUVERED VENT

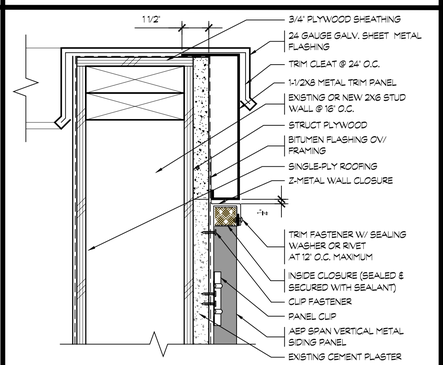
COLOR LEGEND

- A — AEP SPAN METAL SIDING- "TAHOE BLUE"
- B — AEP SPAN METAL SIDING- "PARCHMENT"
- C — ALPOLIC ACM PANELS- SILVER
- D — AEP SPAN METALS- "SILVERSMITH"



20 CMU WALL @ MUD SILL

SCALE: 1 1/2" = 1'-0"



16 FLASHING AT PARAPET

SCALE: 3" =1'-0"

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NISSAN COMMERCIAL CAR WASH

KASIER DRIVE
DUBLIN, CA 94568

DEVELOPER:

Inder Dosanjh
4200 John Monego Ct
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REVISIONS:

PROFESSIONAL SEALS:

LICENSED ARCHITECT
KURT WAGENKNECHT
C-14729
11/30/2021
RENEWAL DATE
STATE OF CALIFORNIA

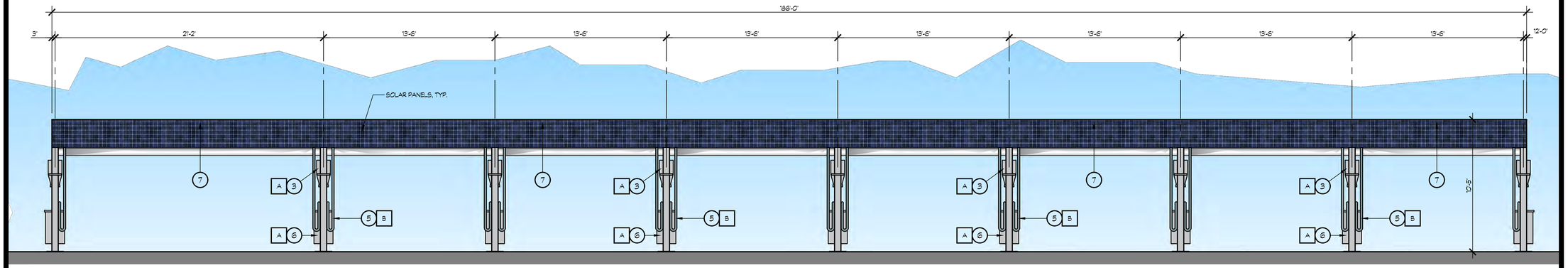
PROJECT NUMBER: 21-023
PROJECT DATE: 2-16-22

SHEET CONTENTS:

FLOOR PLAN

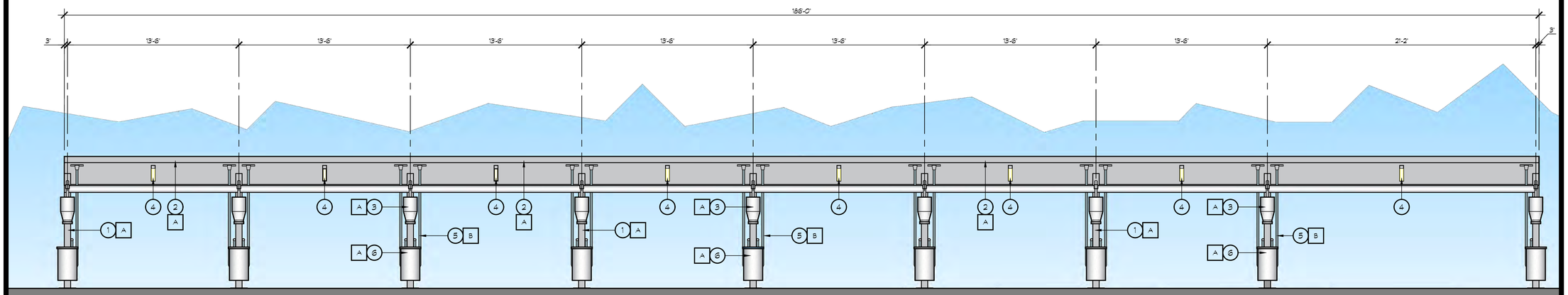
SHEET NUMBER:

A301



18 VACUUM STATION NORTH ELEVATION (FROM DRIVEWAY)

SCALE: 1/4"= 1'-0"



19 VACUUM STATION SOUTH ELEVATION (FROM BUILDING SIDE)

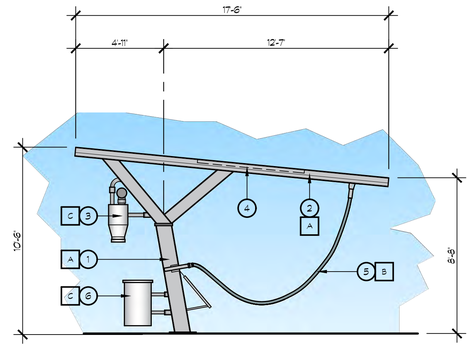
SCALE: 1/4"= 1'-0"

KEY NOTES

1. STEEL COLUMN
2. STEEL BEAM
3. VACUUM PIPES ETC
4. LED LIGHT FIXTURE, LOW PROFILE W/ SENSOR- SEE DETAIL 14/A107 FOR STYLE & DETAIL
5. VACUUM HOSE
6. FIXED METAL TRASH CAN - WILL HAVE 2 COMPARTMENTS 1- FOR LANDFILL, 1-FOR RECYCLE
7. UNDERSIDE OF SOLAR PANELS

COLOR LEGEND

- A — DUNN EDWARDS PAINT - DET617 - 'WINTER MORN'
- B — VACUTECH HOSE COLOR: GRAY



4 VACUUM STATION EAST ELEVATION

WEST ELEVATION SIMILAR

SCALE: 1/4"= 1'-0"

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DEVELOPER:

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REVISIONS:

PROFESSIONAL SEALS:

LICENSED ARCHITECT KURT WAGENKNECHT C-14729 NOV. 2021 RENEWAL DATE STATE OF CALIFORNIA

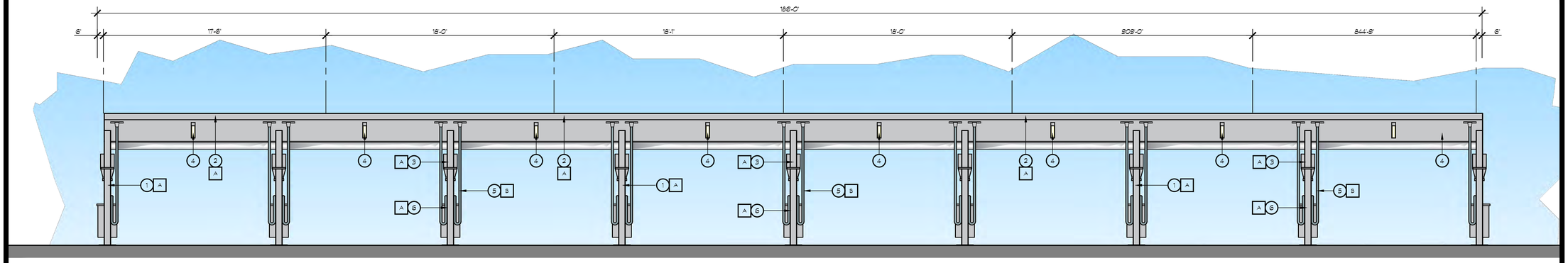
PROJECT NUMBER: **21-023**
PROJECT DATE: **2-16-22**

SHEET CONTENTS:

VACUUM CANOPY ELEVATIONS

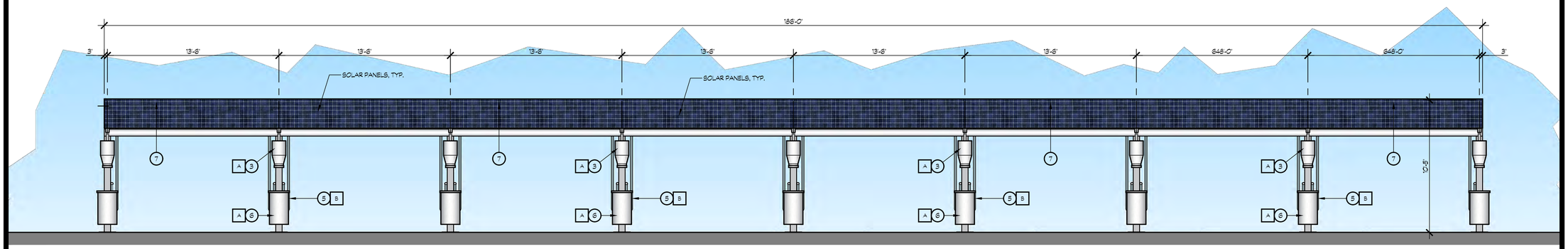
SHEET NUMBER:

A302



9 EVC CANOPY WEST ELEVATION

SCALE: 1/4"= 1'-0"



11 EVC CANOPY EAST ELEVATION

SCALE: 1/4"= 1'-0"

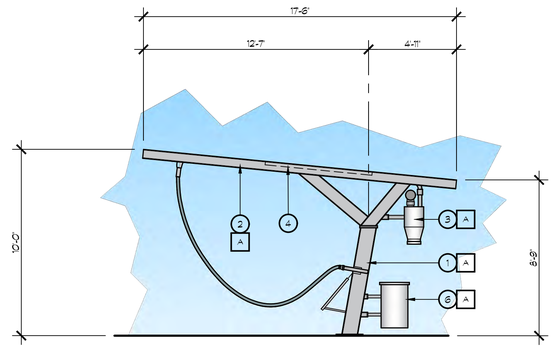
KEY NOTES

1. STEEL COLUMN
2. STEEL BEAM
3. VACUUM PIPES ETC
4. LED LIGHT FIXTURE, LOW PROFILE W/ SENSOR- SEE DETAIL 14/A107 FOR STYLE & DETAIL
5. VACUUM HOSE
6. FIXED METAL TRASH CAN- WILL HAVE TWO COMPARTMENTS 1- FOR LANDFILL, 1- FOR RECYCLE
7. UNDERSIDE OF SOLAR PANELS- PAINT TO MATCH CANOPY
8. PAY STATION EQUIPMENT

COLOR LEGEND

A DUNN EDWARDS PAINT - DET611 - 'WINTER MORN'

B VACUTECH HOSE COLOR: GRAY



8 EVC CANOPY SOUTH ELEVATION

NORTH ELEVATION SIMILAR

SCALE: 1/4"= 1'-0"

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CONSULTANTS:

CONTRACTOR:

PROJECT:

NISSAN COMMERCIAL CAR WASH

KASIER DRIVE
DUBLIN, CA 94568

DEVELOPER:

Inder Dosanjh
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Dublin, CA 94568

REVISIONS:

PROFESSIONAL SEALS:

LICENSED ARCHITECT KURT WAGENKNECHT C-14729 RENEWAL 08/31/2021 STATE OF CALIFORNIA

PROJECT NUMBER: 21-023

PROJECT DATE: 2-16-22

SHEET CONTENTS:

VACUUM CANOPY02 ELEVATIONS

SHEET NUMBER:

A303

17

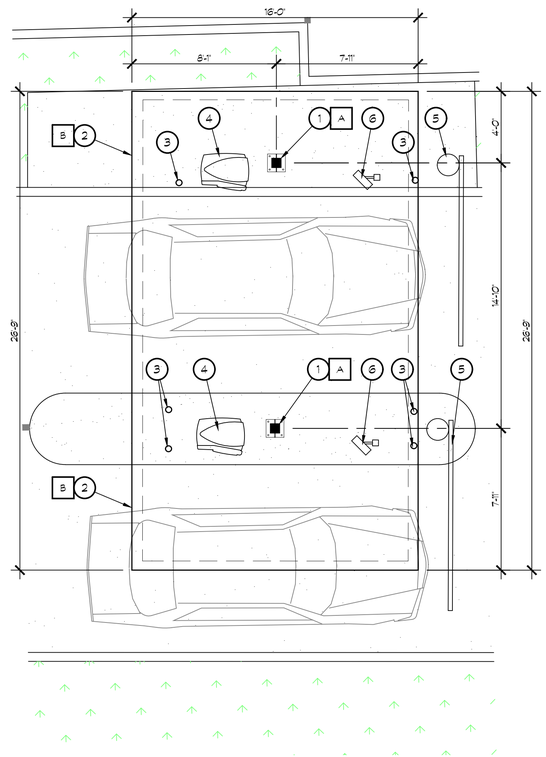
13

9

18

14

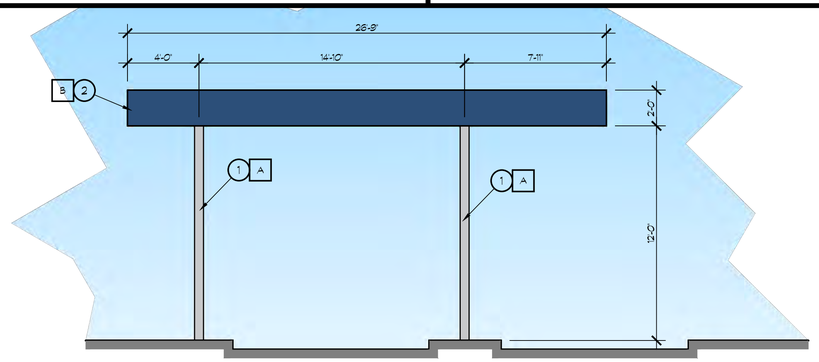
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6 **PAY CANOPY PLAN**

SCALE: 1/4"= 1'-0"

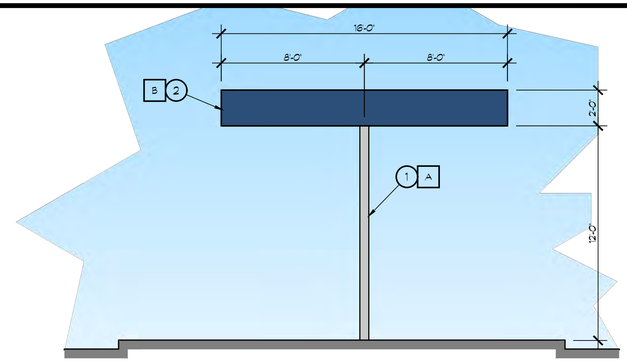
19



15 **PAY CANOPY SOUTH ELEVATION**

NORTH ELEVATION SIMILAR

SCALE: 1/4"= 1'-0"



7 **PAY CANOPY SOUTH ELEVATION**

NORTH ELEVATION SIMILAR

SCALE: 1/4"= 1'-0"

20

16

12

12

KEY NOTES

1. STEEL COLUMN
2. FACE OF CANOPY
3. STEEL BOLLARD, TYP.
4. PAY TERMINAL
5. SECURITY ARM
6. CAR WASH MENU SIGNAGE

COLOR LEGEND

A DUNN EDWARDS PAINT - DET611 - "WINTER MORN"

B DUNN EDWARDS PAINT DE5880: SLUMBER

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NOV. 2021
RENEWAL DATE
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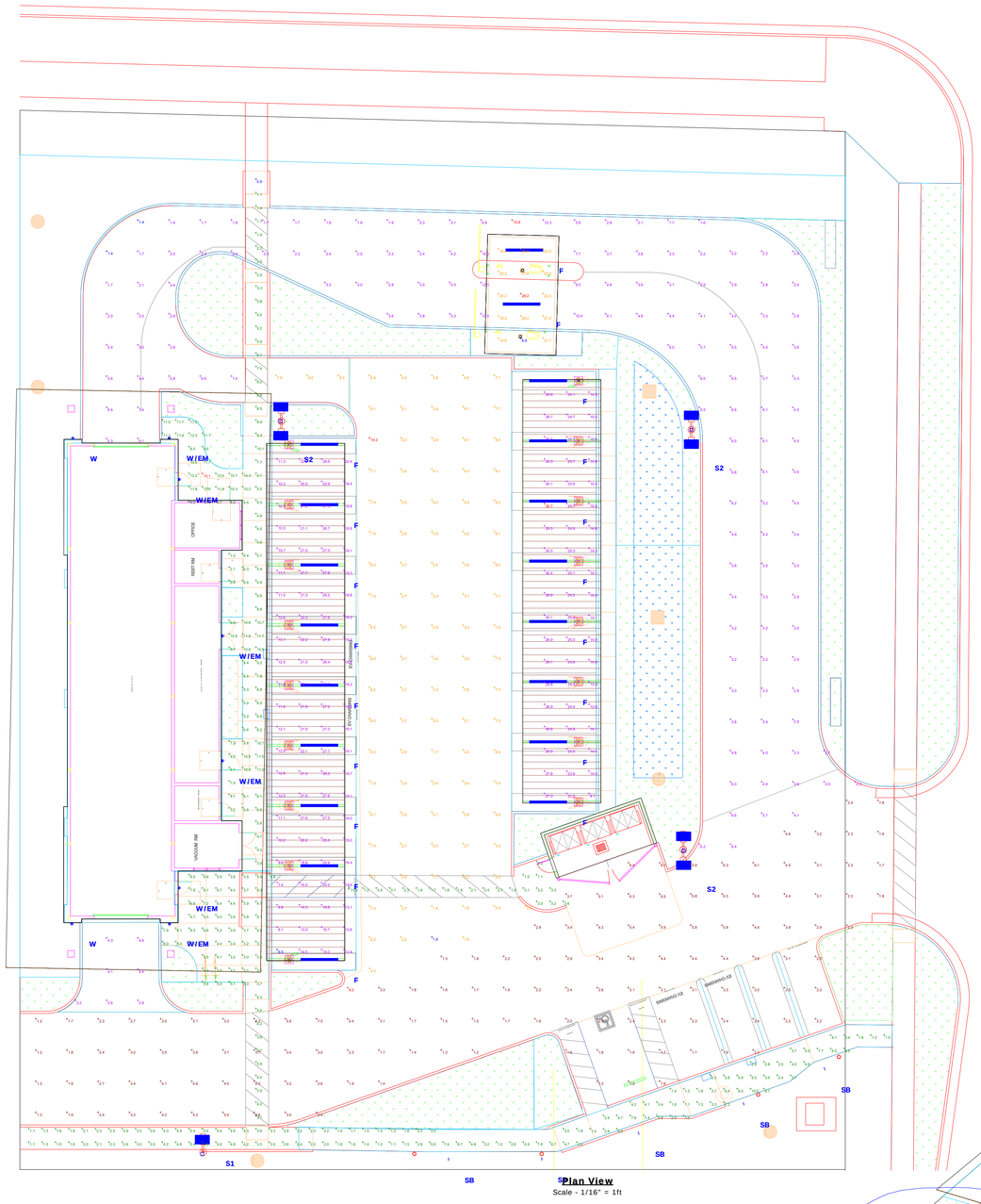
PROJECT DATE: 2-16-22

SHEET CONTENTS:

PAY CANOPY ELEVATIONS

SHEET NUMBER:

A304



Plan View
Scale - 1/16" = 1ft

Schedule

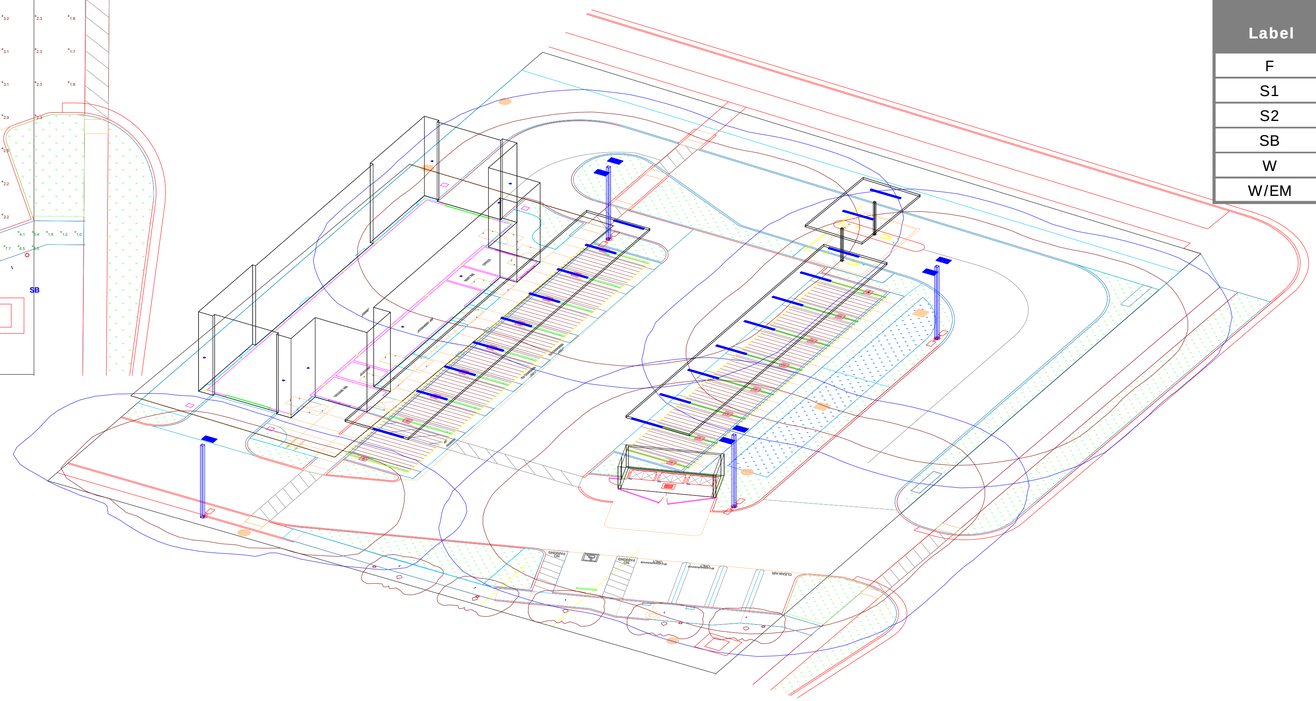
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	F		19	Lithonia Lighting	FEM L96 9000LM LPPCL WD 80CRI 40K	FEM LED 96", 9,000 lumens, polycarbonate, low profile clear lens, wide distribution, 80 CRI, 4000 K	1	7817	0.9	53.43
	S1		1	Lithonia Lighting	DSX0 LED P7 40K T4M MVOLT HS	DSX0 LED P7 40K T4M MVOLT with houseside shield	1	13945	0.9	166
	S2		3	Lithonia Lighting	DSX0 LED P7 40K T5M MVOLT	DSX0 LED P7 40K T5M MVOLT	1	19058	0.9	332
	SB		5	Lithonia Lighting	DSXB LED 12C 350 40K ASY	D-SERIES BOLLARD WITH 12 4000K LEDS OPERATED AT 350mA AND ASYMMETRIC DISTRIBUTION	1	1283	0.9	16
	W		2	Lithonia Lighting	WDGE1 LED P2 40K 80CRI VW	WDGE1 LED WITH P2 - PERFORMANCE PACKAGE, 4000K, 80CRI, VISUAL COMFORT WIDE OPTIC	1	1982	0.9	15.0178
	W / EM		6	Lithonia Lighting	WDGE1 LED P2 40K 80CRI VW	WDGE1 LED WITH P2 - PERFORMANCE PACKAGE, 4000K, 80CRI, VISUAL COMFORT WIDE OPTIC	1	1982	0.9	15.0178

Statistics

Description	Symbol	Avg	Max	Min	Max / Min	Avg / Min
DRIVE / PARKING	+	3.2 fc	9.2 fc	1.2 fc	7.7:1	2.7:1
DRIVE-THRU	+	4.1 fc	13.6 fc	1.4 fc	9.7:1	2.9:1
SIDEWALKS	+	5.1 fc	13.1 fc	0.9 fc	14.6:1	5.7:1
VACUUM DRIVE / PARKING	+	4.8 fc	10.2 fc	1.6 fc	6.4:1	3.0:1
UNDER RIVE-THRU CVANOPY	+	20.5 fc	28.2 fc	8.9 fc	3.2:1	2.3:1
UNDER VACUUM CANOPIES	+	20.2 fc	30.7 fc	6.5 fc	4.7:1	3.1:1

Luminaire Locations

Label	MH
F	9'
S1	20'
S2	20'
SB	3'
W	10'
W/EM	10'



South East View

Disclaimer
Photometric analyses performed by CJS Lighting are intended or informational and/or estimation purposes only. Using industry-recognized software, calculations correspond to the information provided to CJS Lighting, and are subject to the limitations of the software. Assumptions may be made for information that is not provided or available. It is the responsibility of the client to verify that the input data is consistent with actual field conditions.
Due to the above considerations, CJS Lighting does not guarantee that actual light levels measured in the field will match initial calculations, and recommend that drawings be submitted to a certified electrical engineer for verification.

CJS Lighting

DUBLIN CAR WASH
SITE rev1

Designer
DEW
Date
09/09/2022 rev1
Scale
Not to Scale
Drawing No.

Summary



D-Series
LED Bollard

Buy American

d-series

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

Diameter: 8" Round (20.3 cm)

Height: 42" (106.7 cm)

Weight (max): 27 lbs (12.25 kg)



Introduction

The D-Series LED Bollard is a stylish, energy-saving, long-life solution designed to perform the way a bollard should—with zero uplight. An optical leap forward, this full cut-off luminaire will meet the most stringent of lighting codes. The D-Series LED Bollard's rugged construction, durable finish and long-lasting LEDs will provide years of maintenance-free service.

Ordering Information

EXAMPLE: DSXB LED 16C 700 40K SYM MVOLT DDBXD

DSXB LED

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Control options	Other options	Finish (required)
DSXB LED	**Asymmetric** 12C 12 LEDs[1] **Symmetric** 16C 16 LEDs[1]	350 350 mA 450 450 mA [2,4] 530 530 mA 700 700 mA	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted AMBLW Amber limited wavelength [3,4]	ASY Asymmetric [1] SYM Symmetric [1]	MVOLT [5] 120 [5] 208 [5] 240 [5] 277 [5] 347 [6]	**Shipped installed** PE Photoelectric cell, button type DMG 0–10v dimming wires pulled outside fixture (for use with an external control, ordered separately) ELCW Emergency battery backup [7]	**Shipped installed** SF Single fuse (120, 277, 347V) [4,7] DF Double fuse (208, 240V) [4,7] H24 24" overall height H30 30" overall height H36 36" overall height FG Ground-fault festoon outlet L/AB Without anchor bolts L/AB4 4-bolt retrofit base without anchor bolts [8]	DWHXD White DNAXD Natural aluminum DDBXD Dark bronze DBLXD Black DBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

Accessories

Ordered and shipped separately.

MRAB U Anchor bolts for DSXB [8]

NOTES

1. Only available in the 12C, ASY version.
2. Only available in the 16C, SYM version.
3. Only available with 450 AMBLW version.
4. Not available with ELCW.
5. MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options), or photocontrol (PE option).
6. Not available with 347V. Not available with fusing. Not available with 450 AMBLW.
7. Single fuse (SF) requires 120, 277, or 347 voltage option. Double fuse (DF) requires 208 or 240 voltage option.
8. MRAB U not available with L/AB4 option.

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LITHONIA LIGHTING®

Catalog Number

Notes

Type

Low-Profile Enclosed and Gasketed Industrial

FEM LED

SURFACE/ SUSPENDED/WALL MOUNT



FEATURES & SPECIFICATIONS

INTENDED USE — A general purpose and energy-efficient surface-mounted or suspended LED fixture, suitable for wet, damp and/or cold locations. For vapor-tight demanding environments where moisture or dust is a concern and where relatively low fixture mounting heights and wide fixture spacing are common. Not for use or installation in direct outdoor sunlight. Must be installed under canopy or covered ceiling. For direct sunlight installations, please refer to the FEX product family. Typical applications include industrial facilities, parking garages, retail malls, multi-purpose rooms, garden centers, and food processing. **Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate. Click here for Acrylic-Polycarbonate Compatibility table for suitable use.**

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.

CONSTRUCTION — One-piece SVA fiberglass housing with integral perimeter channel utilizing continuous poured-in-place NEMA 4X gasket. Approved as a wireway and for through wiring. Captive polymeric latches are standard. Stainless steel latches (#316) available as an option for food processing or more demanding applications.

Power connection is easily accomplished through pre-drilled holes. Fixture easily mounts to ceilings and other solid structures, or can be suspended with chain, cable or rod using stainless steel mounting brackets (included).

OPTICS — Injection molded, acrylic lens (.080" thick) provides high impact-resistance comparable to 100% DR. A UV-stabilized polycarbonate diffuser is available (.080" thick) in clear or frosted for additional impact strength where vandal protection is desired.

Expected service life of 60,000 hours at 80% lumen maintenance (L80); predicted life of more than 100,000 hours.

ELECTRICAL — Utilizes high-efficiency LEDs mounted to core circuit boards. High-efficiency drivers operate 120-277 (MVOLT) and 347-480 (HVOLT) offered with 0-10 volt dimming. Standard Luminaire Surge Protection Level: 6kV/3kA Surge Rated per ANSI C82.77-5-2015.

INSTALLATION — Fixture can be surface, suspended or wall mounted. Pre-punched stainless steel mounting brackets are included (two per luminaire) for easy field-attachment of bolts, screws and other mounting hardware.

LISTINGS — CSA Certified to UL and C-UL Standards. Suitable for wet location. IP65, IP66, IP67 rated and certified to meet NSF Splash Zone 2. NEMA 4X rated. Sensors maintain IP65 and IP66 only. See chart on page 5 for Ambient Temperatures.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

BUY AMERICAN — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

NOTE: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Buy American

Stock configurations are offered for shorter lead times:

Standard Part Number	Stock Part Number
FEM L48 4000LM LPAFL MD MVOLT GZ10 40K 80CRI	**FEM L48 4L MVOLT**
FEM L48 4000LM LPAFL MD MVOLT GZ10 50K 80CRI	**FEM L48 4L MVOLT SR**

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® control networks marked by a shaded background*

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details



WDGE1 LED
Architectural Wall Sconce

Buy American

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

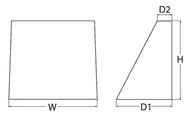
Depth (D1): 5.5"

Depth (D2): 1.5"

Height: 8"

Width: 9"

Weight: (without options) 9 lbs



Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing true site-wide solution.

WDGE1 delivers up to 2,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of WDGE1, with its integrated emergency battery backup option, makes it an ideal over-the-door wall-mounted lighting solution.

WDGE LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Sensor	Lumens (4000K)					
				P1	P2	P3	P4	P5	P6
WDGE1 LED	4W	--	--	1,200	2,000	--	--	--	--
WDGE2 LED	10W	18W	Standalone / nLight	1,200	2,000	3,000	4,500	6,000	--
WDGE3 LED	15W	18W	Standalone / nLight	7,500	8,500	10,000	12,000	--	--
WDGE4 LED	--	--	Standalone / nLight	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	CRI	Distribution	Voltage	Mounting
WDGE1 LED	P1 P2	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K[1] 5000K	80CRI 90CRI	VF Visual comfort forward throw VW Visual comfort wide	MVOLT 347[2]	**Shipped included** SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only)[3] **Shipped separately** AWS 3/8inch Architectural wall spacer PBBW Surface-mounted back box (top, left, right conduit entry) Use when there is no junction box available.

Options		Finish			
E4WH[1]	Emergency battery backup, Certified in CA Title 20 MAEDBS (4W, 0°C min)	DDBXD	Dark bronze	DDBTXD	Textured dark bronze
PE[4]	Photocell, Button Type	DBLXD	Black	DBLBXD	Textured black
DS	Dual switching (comes with 2 drivers and 2 light engines; see page 3 for details)	DNAXD	Natural aluminum	DNATXD	Textured natural aluminum
DMG	0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)	DWHXD	White	DWHGXD	Textured white
BCE	Bottom conduit entry for back box (PBBW). Total of 4 entry points.	DSSTXD	Textured sandstone		

Accessories

Ordered and shipped separately.

WDGEAWS DDBXD WDGE 3/8inch Architectural Wall Spacer (specify finish)

WDGEPBBW DDBXD U WDGE1 surface-mounted back box (specify finish)

NOTES

1. 50K not available in 90CRI.
2. 347V not available with E4WH, DS or PE.
3. E4WH not available with PE or DS.
4. PE not available with DS.
5. Not qualified for DLC. Not available with E4WH.

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D-Series Size 0
LED Area Luminaire

Catalog Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA: 0.95 ft² (.09 m²)

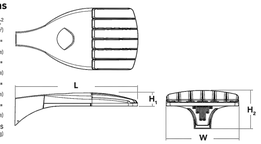
Length: 26" (66.0 cm)

Width: 13" (33.0 cm)

Height, : 3" (7.62 cm)

Height, : 7" (17.8 cm)

Weight (max): 16 lbs (7.26 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED

Series	LEDs	Color temperature	Distribution		Voltage	Mounting
DSX0 LED	**Forward optics** P1 P4[1] P7[1] P2 P5 P3 P6 **Rotated optics** P10[1] P12[1] P11[2] P13[1,2]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short [3]	T5S Type V short [3] T5M Type V medium [3] T5W Type V wide [3] BLC Backlight control [4] LCCO Left corner cutoff [4] RCCO Right corner cutoff [4]	MVOLT [5,6] 120 [6] 208 [6] 240 [6] 277 [6] 347 [6] 480 [6]	**Shipped included** SPA Square pole mounting RPA Round pole mounting [7] WBA Wall bracket [7] SPUMBA Square pole universal mounting adaptor [8] RPUMBA Round pole universal mounting adaptor [8] **Shipped separately** KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) [9]

Control options		Other options		Finish (required)	
Shipped installed NLTAIR2 nLight AIR generation 2 enabled [10,11] PIRHN Network, high/low motion/ambient sensor [12] PER NEMA twist-lock receptacle only (control ordered separate) [13] PER5 Five-pin receptacle only (control ordered separate) [13,14] PER7 Seven-pin receptacle only (leads exit fixture) (control ordered separate) [13,14] DMG 0-10V dimming extend out back of housing for external control (control ordered separate) [15]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc [10,11] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc [10,11] PIR1FC3V High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [10,11] PIRH1FC3V High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [10,11] FAO Field adjustable output [16]	**Shipped installed** HS House-side shield [16] SF Single fuse (120, 277, 347V) [6] DF Double fuse (208, 240, 480V) [6] L90 Left rotated optics [7] R90 Right rotated optics [7] DDL Diffused drop lens [16] HA 50°C ambient operations [1] **Shipped separately** BS Bird spikes [16] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white	

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CONTRACTOR:

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KASIER DRIVE
DUBLIN, CA 94568

DEVELOPER:

Inder Dosanjh
4200 John Monego Ct
Dublin, CA 94568

REVISIONS:

PROFESSIONAL SEALS:

LICENSED ARCHITECT KURT WAGENKNECHT C-14729 NOV. 2021 RENEWAL DATE STATE OF CALIFORNIA

PROJECT NUMBER: **21-023**

PROJECT DATE: **2-16-22**

SHEET CONTENTS:

LIGHTING CUT-SHEETS

SHEET NUMBER:

SP 2

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www.packassociates.com

September 12, 2022
Project No. 53-044-2

Mr. Inder Dosanjh
Dublin Real Estate, LLC
4200 John Monego Court
Dublin, CA 94568

Subject: Second Revised Noise Assessment Study for the Planned Car Wash, Dublin Boulevard, Dublin

Dear Mr. Dosanjh:

This report presents the results of a second revised noise assessment study for the planned car wash along Dublin Boulevard at Keegan Street in Dublin, as shown on the Site Plan, Ref. (a). The purpose of this revision is to modify the volume of washes per hour based on new information regarding the duration of the wash/dry cycles. The project-generated noise levels at the nearby noise sensitive residential receiver locations were evaluated against the standards of the City of Dublin General Plan Noise Element, Ref. (b). The analysis of the project-generated noise levels reveals that the car wash operations will be within the normally acceptable standard of the Noise Element. Increases in the ambient noise levels will be less than significant. Noise mitigation measures will not be required.

Section I of this report contains a summary of our findings. Subsequent sections contain site and project descriptions, analyses and evaluations. Appendices A, B and C, attached, contain the list of references, descriptions of the noise standards, terminology, instrumentation used for the field survey and the noise measurement data and calculation tables.

I. Summary of Findings

A. Noise Standards

The noise assessment results presented in the findings are shown in reference to the City of Dublin Noise Element of the General Plan. The Noise Element uses the Community Noise Equivalent Level (CNEL), which is a time-weighted 24-hour average noise descriptor commonly used to describe community noise environments. Noise levels averaged over 24 hours are often termed "noise exposure". The normally acceptable noise exposure limit for residential land uses in 60 decibels (dB) CNEL. As the City of Dublin does not have noise standards for car wash noise impacts to residential areas, a limit of 60 dB CNEL is used in the this study as the limit for project-generated noise at the nearest and most impacted residences across Dublin Boulevard from the site.

In addition, a limit of 60 dB CNEL on the project will result in an increase of no more than 2 decibels in the existing ambient or background noise environment. A 2 dB increase is very slight and is within the noise exposure fluctuations between weekday and weekend noise exposures.

B. Existing Ambient Noise Exposures

Table I, below, provides the existing ambient noise exposures for Saturday, Sunday and weekdays (typically consistent day to day) at the setback of the residential building across Dublin Boulevard from the planned project site.

TABLE I

Existing Ambient Noise Exposures, dB CNEL

Location	Saturday	Sunday	Weekday
Dublin Blvd. Residences 92 ft. from Dublin Blvd. C_L and 250 ft. from car wash tunnel entrance	65	64	66

Note that it is very common for the noise exposures on Saturday to be 1 dB lower than weekdays and for Sunday to be 2 dB lower than weekdays. Thus, there is nothing out of the ordinary about the noise environment at the residences along Dublin Boulevard.

C. Project-Generated Noise Exposures

Table II, below, provides the project-generated noise exposures and the combined (ambient + project) noise exposures at the most impacted residences across Dublin Boulevard from the project site. The project-generated noise exposures assume 29 complete car washes per hour from 8:00 AM to 6:00 PM with all vacuum stations in operation during the entire operational day. Note that with the new dryer blower system, the vacuums will be the primary noise source and the wash and dry operations will add 1 decibel to the noise levels created by the vacuums.

TABLE II

Project-Generated & Combined Noise Exposures, dB CNEL

Location	Saturday	Sunday	Weekday
Dublin Blvd. Residences 92 ft. from Dublin Blvd. C_L and 250 ft. from car wash tunnel entrance	54	54	54
Combined Noise Exposure (Ambient + Project) at the Residences	65	64	66
Increase	+0 dB	+0dB	+0 dB

As shown above, the car wash operational noise exposures will be within the normally acceptable 60 dB CNEL limit of the City of Dublin Noise Element standards. The car wash operations will not add to the existing noise environment at the apartments across Dublin Boulevard. Therefore, noise mitigation measures will not be required.

II. Site and Project Descriptions

The planned project site is a vacant field at the southwest quadrant of the intersection of Dublin Boulevard and Keegan Street in Dublin. The site is at-grade with the surrounding land uses and roadways. Surrounding land uses include a Kaiser Permanente Hospital across Keegan Street to the east, vacant land adjacent to the south, vacant land adjacent to the west and multi-family residential across Dublin Boulevard to the north.

The planned project includes the construction of a 100 ft. long automated (conveyor) car wash tunnel, a 15-bay vacuum area and parking. The car wash will be open from 8:00 AM to 6:00 PM daily, Ref. (c).

The car wash tunnel will be a 100 ft. long Type VB structure with the entrance on the north end facing the residences and the exit on the south end. The car wash equipment will be provided by Mark VII. The new equipment will contain an International Drying Corporation Stealth Predator 80 hp dryer system. The entire wash and dry system is contained within the tunnel. The vehicles will be driven to the tunnel entrance where the conveyer mechanism will connect to the vehicle for transport through the car wash. Precise wash and dry duration information was obtained from the Surf Thru Car Wash at 3598 Stanley Boulevard in Pleasanton. The Surf Thru Car Wash uses the same system as the subject project. The car washing and drying operation consisted of 1 minute, 52 seconds of washing, 8 second of off time between the wash and dry cycles (as the car is moved forward), then 49 seconds of drying. However, after the 8 second off time, a second car can be brought in to commence washing during the previous vehicle's drying. Thus, for a worst-case scenario, 29 complete washes can be performed in a one hour period.

The total operation in one hour would be 1:52 minutes (112 seconds) of washing, 8 seconds silence, 49 seconds of drying, then 63 seconds of washing (after the washing and drying overlap), 8 seconds silence, 49 seconds of drying, etc., until the end of the hour. The 30th vehicle could start a wash, however, the hour would end before the last drying cycle. During the washing and drying overlap time of 63 seconds, the drying cycle supersedes (drowns out) the washing noise level.

The Site Plan is shown on Figure 2 on page 6.

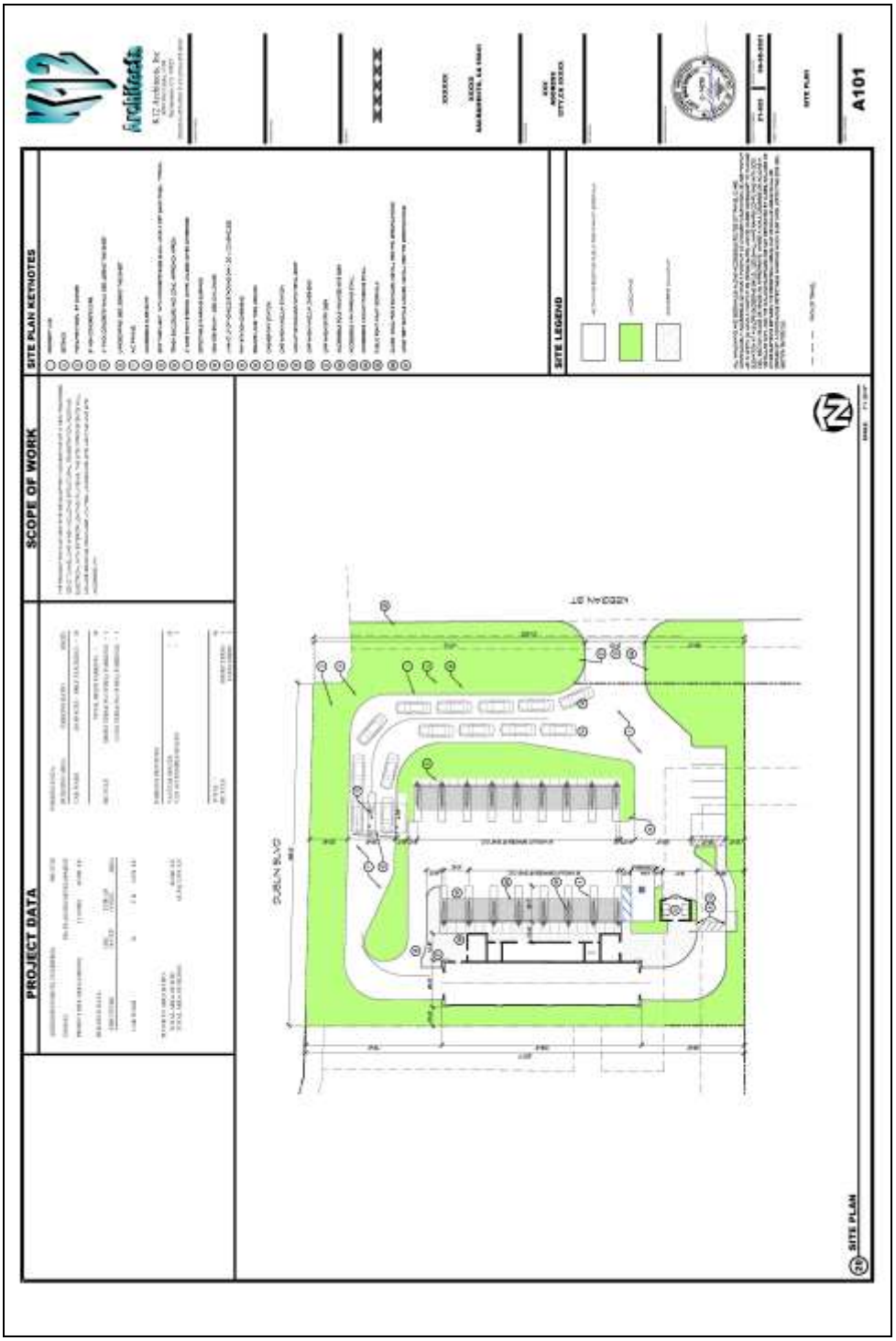


FIGURE 2 – Site Plan

III. Analysis of the Noise Levels

A. Existing Ambient Noise Environment

To determine the existing ambient noise environments at the residences across Dublin Boulevard from the planned project site, continuous recordings of the existing sound levels were made at a location 61 ft. from the centerline of Dublin Boulevard (1 ft. behind the curb) in front of the residential building directly across Dublin Boulevard from the site, as shown in Figure 3 on page 8. The sound level meter was placed in a tree for security purposes and was 13 ft. above the ground. The measurements were made on September 17-20, 2021 (Friday-Monday) using a Larson-Davis LDL 812 Precision Integrating Sound Level Meter. The meters yield, by direct readout, a series of the sound levels versus time, which include the L_1, L_{10}, L_{50} and L_{90}, i.e., those levels of noise exceeded 1%, 10%, 50% and 90% of the time. Also measured were the minimum and maximum levels, and the continuous equivalent-energy levels (L_{eq}), which are used to calculate the CNEL. The measured L_{eq}'s are shown in the data tables in Appendix C. Weekday background sound levels are usually consistent day-to-day, with Saturday usually being 1 decibel lower (24 hour average) and Sunday being 2 decibels lower. Exceptions to this are in heavy retail areas where traffic increases on weekends.

As shown in the data tables, the existing L_{eq}'s on Saturday at the measurement location, 61 ft. from the centerline of Dublin Boulevard, ranged from 62.0 to 68.3 dBA during the daytime, 62.8 to 66.0 dBA during the evening and 51.9 to 60.9 dBA at night.

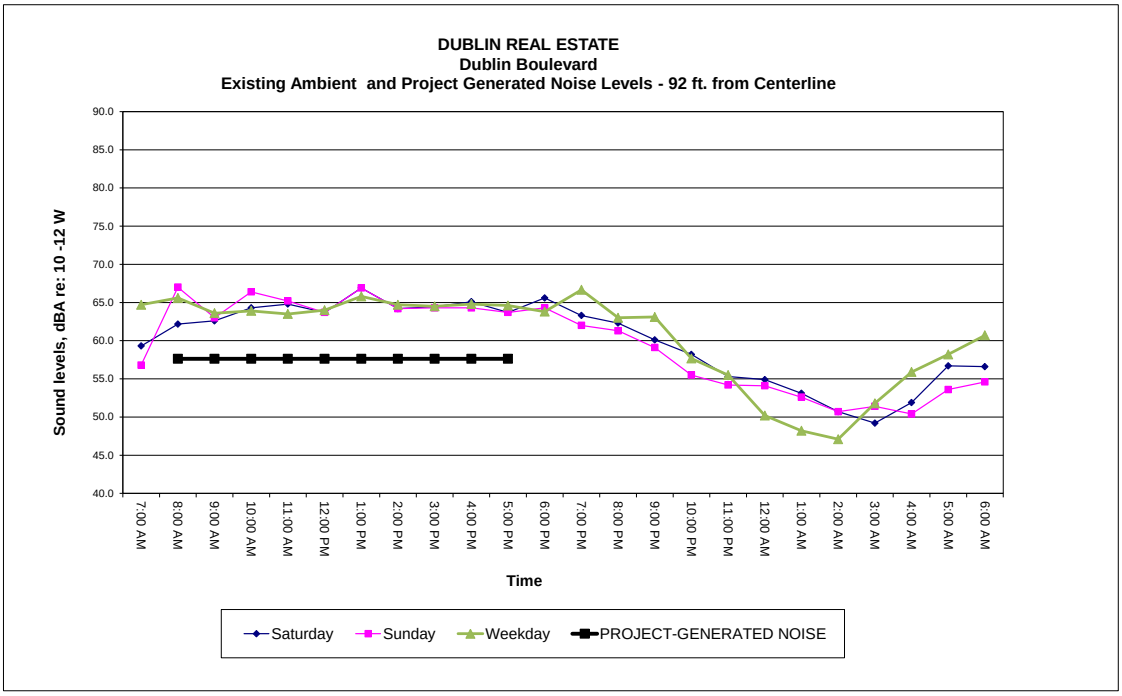
On Sunday, the L_{eq}'s ranged from 59.5 to 69.6 dBA during the daytime, 61.8 to 64.7 dBA during the evening and 53.1 to 58.2 at night.

On weekdays (combined Friday and Monday data), the L_{eq}'s ranged from 66.2 to 68.5 dBA during the daytime, 65.7 to 69.4 dBA during the evening and 49.8 to 63.4 at night.

At the setback of the residential building of 92 ft. from the centerline, the noise levels reduce by 3 dB. The hourly average noise levels (L_{eq}) at the residential building setback for each day are provided in the graph on page 8.



FIGURE 3 – Noise Level Measurement Location



The CNEL for the survey location was calculated by decibel averaging of the L_{eq}'s as they apply to the daily time periods of the CNEL index. The CNEL is a 24-hour noise descriptor that uses the measured L_{eq} values to calculate a 24-hour time-weighted average noise exposure that adds a 5 dB "penalty" to noise generated during the evening hours and a 10 dB "penalty" to noise generated during nighttime hours. The CNEL is described in greater detail, including the mathematical formula, in Appendix B. The CNEL calculation tables are provided in Appendix C. Adjustments were made to the measured noise levels to account for the difference in distance between the measurement location and the residential building setback using methods established by the Highway Research Board, Ref. (d).

The results of the calculations reveal that the noise exposures at the measurement Location, 61 ft. from the centerline of Dublin Boulevard are 69 dB CNEL on weekdays, 68 dB CNEL on Saturdays and 67 dB CNEL on Sundays.

At the setback of the residential building closest to the planned project site, 92 ft. from the centerline of Dublin Boulevard and 250 ft. from the entrance to the car wash tunnel, the existing ambient noise exposures are 66 dB CNEL on weekdays, 65 dB CNEL on Saturdays and 64 dB CNEL on Sundays.

B. Project-Generated Noise Levels

The project-generated noise levels were determined from dryer blower noise data provided by the equipment manufacturer, Ref. (e), and noise level measurements of car washing operations, Ref. (f), and vacuum stations (specifically for this project).

The Mark VII Company provided noise level measurement data of the dryer blowers. The 80 hp blower system is sound rated at 69.4 dBA at 30 ft. from the car wash tunnel exit.

The noise level data sheet is provided in Appendix C.

The distance from the car wash tunnel entrance to the residential building across Dublin Boulevard is 250 ft.

Car wash equipment noise levels attenuate at the rate of 6 dB for every doubling of the distance from the measurement location outside of the tunnel to the noise receiver. The formula used to calculate the amount of noise reduction is:

$\Delta dB = 20\log_{10}(r_1/r_2)$ where, r_x = distance.

$20\log_{10}(30/250) = -18$ dB.

The sound level at the residences across Dublin Boulevard due to the dryer blowers will be 51 dBA (69 dB – 18 dB = 51 dB).

The dryer blowers are reported to operate for 49 seconds per wash. The maximum number of washes per hour is 29. Thus, 23.7 minutes of drying will occur per hour. The hourly average noise of drying operation at the residential building was calculated to be 46 dBA $L_{eq(h)}$.

$L_{eq(h)} = 10\log_{10}[((10^{(51/10)} \times 23.7)/60] = 47$ dBA.

The car wash washing equipment noise levels are slightly lower in level than the dryer blowers. A typical washing operation (sprayers, brushes, applicators) generates a total sound level of 67 dBA at 15 ft. from the tunnel entrance. At 250 ft. from the car wash tunnel entrance to the residences across Dublin Boulevard, the washing portion of the operation will be 43 dBA. The washing cycle is estimated to be 1:52 minutes in duration. Thus, 29 operations could occur per hour resulting in fairly continuous operation. Thus, the hourly average for the wash operation would also be 43 dBA L_{eq}.

To determine the sound levels of the vacuum stations, sound level measurements of car wash vacuuming equipment were made at the Rainbow Car Wash in Santa Clara, CA on October 8, 2021 using a Larson-Davis 831 Precision Integrating Sound Level Meter. At a distance of 20 ft. from the vacuum tank and with the vacuum nozzle exposed, the sound level was measured to be 72 dBA. The actual sound levels of vehicle vacuuming operations will vary depending upon the type of vehicle, the location of the nozzle inside the vehicle and how long the vacuuming occurs. For the purpose of this study, we are using the worst-case of the vacuum nozzle exposed during the entire vacuuming operation.

Table III, below, provides the sound levels at the residential building for each vacuum bay. The total sound level assumes that the vacuuming operation would occur for 30 minutes per hour at each bay. The hourly L_{eq} is 3 dB lower than the total operational noise level of 60 dBA which equates to 57 dBA $L_{eq(h)}$ at the residential building.

TABLE III
Vacuum Operational Noise Levels, dBA

Unit	Dist. to Rec., ft.	SL @ Rec.
1	255	50
2	268	49
3	282	49
4	295	49
5	309	48
6	322	48
7	335	48
8	349	47
9	362	47
10	268	49
11	282	49
12	296	49
13	309	48
14	323	48
15	337	47
	TOTAL	**60**

The combined hourly average noise level of the three primary operations; wash, dry and vacuum are provided in Table IV.

TABLE IV	
Combined Hourly Average Noise Levels, dBA $L_{eq(h)}$	
Operation	
Wash	43
Dry	47
Vacuum	57
Combined	**58**

IV. Evaluation of the Project-Generated Noise Exposures

To determine the project-generated noise exposures for an evaluation against the 60 dB CNEL standard of the City of Dublin Noise Element, the project-generated hourly average noise levels were applied to the CNEL formula. For the purposes of this study, we are assuming that the car wash will operate continuously from 8:00 AM to 6:00 PM with twelve washes (including drying) per hour and that all vacuum stations will be in use for 30 minutes out of each hour.

The wash cycle noise level at the residential building setback was calculated to be 43 dBA $L_{eq(h)}$. The drying cycle was calculated to be 47 dBA $L_{eq(h)}$. The vacuuming operations were calculated to be 57 dBA $L_{eq(h)}$. The total hourly average noise level was calculated to be 58 dBA $L_{eq(h)}$.

Combined Sound Level = $10\log_{10}(10^{(43/10)} + 10^{(47/10)}+10^{(57/10)}) = 58$ dB

For an operational day of 8:00 AM to 6:00 PM, the CNEL was calculated to be 54 dB. Thus, the project-generated noise exposure will be within the 60 dB CNEL normally acceptable standard of the City of Dublin Noise Element standards. As the ambient noise environment on the least noisy day of the week (Sunday) is more than 10 decibels higher than the project-generated noise exposure, the project will not add to the existing ambient noise environment. The increase in the noise environment due to the project will be less than significant. The CNEL calculation table for planned operational conditions is provided in Appendix C.

As the project-generated noise exposure will be within the limits of the standards, noise reduction measures will not be required.

This report presents a revised noise assessment study for the planned car wash along Dublin Boulevard at Keegan Street in Dublin. The study findings for project conditions are based on field measurements and other data and are correct to the best of our knowledge. However, significant deviations in the future operational scenario, changes in car wash equipment technology, noise regulations, or other future changes beyond our control may produce long-range noise results different from our estimates. If you have any questions or would like an elaboration on this report, please call me.

Sincerely,

EDWARD L. PACK ASSOC., INC.



Jeffrey K. Pack
President

Attachments: Appendices A, B, and C

APPENDIX A

References:

(a) Site Plan, Dublin Car Wash, by K12 Architects, June 8, 2021

(b) City of Dublin General Plan, Chapter 9.0, Environmental Resources Management Section: Noise Element, Amended October 6, 2015

(c) Information on the Car Wash Operations Provided by Mr. Guy Houston, by email to Edward L. Pack Associates, Inc., July 26, 2021

(d) Highway Research Board, "Highway Noise – A Design Guide for Highway Engineers", Report, 117, 1971

(e) International Drying Corporation Stealth Predator Ultra-Quiet Drying System Specifications Provided by Mr. Guy Houston, by email to Edward L. Pack Associates, Inc., May 18, 2022

(f) "Noise Assessment Study for the Planned Car Wash, 1380 Springbrook Avenue, Medford", by Edward L. Pack Associates, Inc., Project No. 52-034, August 25, 2020

APPENDIX B

Noise Standards, Terminology and Instrumentation

1. Noise Standards

A. City of Dublin Noise Element Standards

The City of General Plan, Amended October 6, 2015, Chapter 9, *Environmental Resources Management: Noise Element*, contains a Land Use Compatibility table for Community Noise Environments. The table lists the following noise level limits for single-family and multi-family residential, schools, churches, nursing homes and neighborhood parks:

60 dB CNEL:	"Normally Acceptable"
61-70 dB CNEL:	"Conditional Acceptable" (noise insulation features required)
71-75 dB CNEL (residential):	"Normally Unacceptable"
71-80 dB CNEL (all others)	“Normally Unacceptable”
Over 75 dB CNEL (residential):	"Clearly Unacceptable"
Over 80 dB CNEL (all others):	"Clearly Unacceptable"

The Noise Element also contains the following policies:

1. Encourage homeowners west of San Ramon Road who are affected by 1-580 noise to construct noise barriers on their properties where these would be effective and require such barriers for new development. This policy also applies to sites adjoining the west side of San Ramon Road at higher elevations. Where the noise source is below the receptors, only barriers near the receptor will be effective. About 5 dB noise reduction could be achieved.

2. Support unified action by residential owners on the east side of San Ramon Road and along Village Parkway to install, repair, or extend noise barriers. Much of this frontage was developed before effective noise barriers were required as a condition of subdivision approval. Because construction for a single lot is costly, relatively ineffective, and potentially unattractive, the City should assist in the formation of assessment districts or otherwise promote group action where there is consensus that a problem exists.

3. Design Dougherty Road improvements and adjoining residential development for compliance with noise standards. This corridor offers the opportunity to do it right the first time without continuous walls. Berms, open space, garages near the road, and noise-conscious site planning can be used.

4. Noise impacts related to all new development shall be analyzed by a certified acoustic consultant.

5. Request demonstration of ability to mitigate noise prior to approval of light rail or bus service in the Southern Pacific Right-of-Way Transportation Corridor. A depressed rail line or noise walls close to the tracks could make light rail a good neighbor.

6. Review all multi-family development proposals within the projected 60 CNEL contour for compliance with noise standards (45 CNEL in any habitable room) as required by State law. Because the General Plan designates almost all residential sites subject to 60 or greater CNEL for multifamily development, this standard will be effective in Dublin. Project designers may use one or more of four available categories of mitigation measures: site planning, architectural layout (bedrooms away from noise source, for example), noise barriers, or construction modifications.

7. Review all non-residential development proposals within the projected CNEL 65 dBA contour for compliance with exterior noise transmission standards as required by the California Green Building Standards Code.

2. Terminology

A. Statistical Noise Levels

Due to the fluctuating character of urban traffic noise, statistical procedures are needed to provide an adequate description of the environment. A series of statistical descriptors have been developed which represent the noise levels exceeded a given percentage of the time. These descriptors are obtained by direct readout of the Sound Level Meters. Some of the statistical levels used to describe community noise are defined as follows:

L_1 - A noise level exceeded for 1% of the time.

L_{10} - A noise level exceeded for 10% of the time, considered to be an "intrusive" level.

L_{50} - The noise level exceeded 50% of the time representing the "mean" sound level.

L_{90} - The noise level exceeded 90 % of the time, designated as a "background" noise level.

L_{eq} - The continuous equivalent-energy level is that level of a steady-state noise having the same sound energy as a given time-varying noise. The L_{eq} represents the decibel level of the time-averaged value of sound energy or sound pressure squared and is used to calculate the DNL and CNEL.

B. A-Weighted Sound Level

The decibel measure of the sound level utilizing the "A" weighted network of a sound level meter is referred to as "dBA". The "A" weighting is the accepted standard weighting system used when noise is measured and recorded for the purpose of determining total noise levels and conducting statistical analyses of the environment so that the output correlates well with the response of the human ear.

3. Instrumentation

The on-site field measurement data were acquired by the use of one or more of the sound analyzer listed below. The instrumentation provides a direct readout of the L exceedance statistical levels including the equivalent-energy level (L_{eq}). Input to the meters was provided by microphones extended to a height of 5 ft. above the ground. The "A" weighting network and the "Fast" response setting of the meters were used in conformance with the applicable standards. The Larson-Davis meters were factory modified to conform to the Type 1 performance standards of ANSI S1.4. All instrumentation was acoustically calibrated before and after field tests to assure accuracy.

Bruel & Kjaer 2231 Precision Integrating Sound Level Meter
Larson Davis LDL 812 Precision Integrating Sound Level Meter
Larson Davis 2900 Real Time Analyzer
Larson Davis 831 Precision Integrating Sound Level Meter

APPENDIX C

Noise Measurement Data and Calculation Tables

CNEL CALCULATIONS

CLIENT: DUBLIN REAL ESTATE
FILE: 53-044
PROJECT: DUBLIN CAR WASH
DATE: 9/17-20-2021
SOURCE: EXISING AMBIENT

LOCATION 1	Dublin Blvd. Residential Unit 120			
Dist. To Source	61 ft. @ curb			
	Saturday			
TIME	Leq	10^Leq/10		
7:00 AM	62.0	1584893.2		
8:00 AM	64.9	3069022.0		
9:00 AM	65.3	3388441.6		
10:00 AM	67.0	5011872.3		
11:00 AM	67.5	5623413.3		
12:00 PM	66.4	4365158.3		
1:00 PM	69.6	9120108.4		
2:00 PM	66.9	4897788.2		
3:00 PM	67.1	5176068.3		
4:00 PM	67.8	6025595.9		
5:00 PM	66.4	4365158.3		
6:00 PM	68.3	6760829.8	SUM=	59388349.5
7:00 PM	66.0	3981071.7	Ld=	77.7
8:00 PM	65.0	3162277.7		
9:00 PM	62.8	1905460.7	SUM=	9048810.1
10:00 PM	60.9	1230268.8	Le=	69.6
11:00 PM	58.0	630957.3		
12:00 AM	57.6	575439.9		
1:00 AM	55.8	380189.4		
2:00 AM	53.4	218776.2		
3:00 AM	51.9	154881.7		
4:00 AM	54.6	288403.2		
5:00 AM	59.4	870963.6		
6:00 AM	59.3	851138.0	SUM=	5201018.1
			Ln=	67.2
	Daytime Level=	77.7		
	Evening Level=	74.6		
	Nighttime Level=	77.2		
	CNEL=	**68**		
	24-Hour Leq=	64.9		

LOCATION 1	Dublin Blvd. Residential Unit 120			
Dist. To Source	61 ft. @ curb			
	Sunday			
TIME		10^Leq/10		
7:00 AM	59.5	891250.9		
8:00 AM	69.7	9332543.0		
9:00 AM	65.7	3715352.3		
10:00 AM	69.1	8128305.2		
11:00 AM	67.9	6165950.0		
12:00 PM	66.4	4365158.3		
1:00 PM	69.6	9120108.4		
2:00 PM	66.9	4897788.2		
3:00 PM	67.0	5011872.3		
4:00 PM	67.0	5011872.3		
5:00 PM	66.4	4365158.3		
6:00 PM	67.0	5011872.3	SUM=	66017231.7
7:00 PM	64.7	2951209.2	Ld=	78.2
8:00 PM	64.0	2511886.4		
9:00 PM	61.8	1513561.2	SUM=	6976656.9
10:00 PM	58.2	660693.4	Le=	68.4
11:00 PM	56.9	489778.8		
12:00 AM	56.8	478630.1		
1:00 AM	55.3	338844.2		
2:00 AM	53.4	218776.2		
3:00 AM	54.1	257039.6		
4:00 AM	53.1	204173.8		
5:00 AM	56.3	426579.5		
6:00 AM	57.3	537031.8	SUM=	3611547.4
			Ln=	65.6
	Daytime Level=	78.2		
	Evening Level=	73.4		
	Nighttime Level=	75.6		
	CNEL=	**67**		
	24-Hour Leq=	65.0		

CNEL CALCULATIONS

CLIENT: DUBLIN REAL ESTATE
FILE: 53-044
PROJECT: DUBLIN CAR WASH
DATE: 9/17-20-2021
SOURCE: EXISING AMBIENT

LOCATION 1	Dublin Blvd. Residential Unit 120			
Dist. To Source	61 ft. @ curb			
	Weekday			
TIME	Leq	10^Leq/10		
7:00 AM	67.4	5495408.7		
8:00 AM	68.3	6760829.8		
9:00 AM	66.3	4265795.2		
10:00 AM	66.6	4570881.9		
11:00 AM	66.2	4168693.8		
12:00 PM	66.7	4677351.4		
1:00 PM	68.5	7079457.8		
2:00 PM	67.4	5495408.7		
3:00 PM	67.2	5248074.6		
4:00 PM	67.5	5623413.3		
5:00 PM	67.3	5370318.0		
6:00 PM	66.5	4466835.9	SUM=	63222469.1
7:00 PM	69.4	8629785.5	Ld=	78.0
8:00 PM	65.7	3715352.3		
9:00 PM	65.8	3801894.0	SUM=	16147031.7
10:00 PM	60.4	1086425.6	Le=	72.1
11:00 PM	58.2	660693.4		
12:00 AM	52.9	194984.5		
1:00 AM	50.9	123026.9		
2:00 AM	49.8	95499.3		
3:00 AM	54.5	281838.3		
4:00 AM	58.6	724436.0		
5:00 AM	60.9	1230268.8		
6:00 AM	63.4	2187761.6	SUM=	6584934.3
			Ln=	68.2
	Daytime Level=	78.0		
	Evening Level=	77.1		
	Nighttime Level=	78.2		
	CNEL=	**69**		
	24-Hour Leq=	65.5		

CNEL CALCULATIONS

CLIENT: DUBLIN REAL ESTATE
FILE: 53-044-2
PROJECT: DUBLIN CAR WASH
SOURCE: PROJECT-GENERATED NOISE

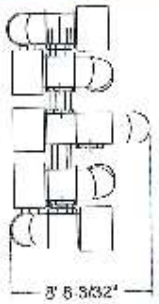
LOCATION 1	Residential Setback			
Dist. To Source	250 ft.			
	Project with Stealth Predator Blowers			
TIME	Leq	10^Leq/10		
7:00 AM		1.0		
8:00 AM	57.7	584479.3		
9:00 AM	57.7	584479.3		
10:00 AM	57.7	584479.3		
11:00 AM	57.7	584479.3		
12:00 PM	57.7	584479.3		
1:00 PM	57.7	584479.3		
2:00 PM	57.7	584479.3		
3:00 PM	57.7	584479.3		
4:00 PM	57.7	584479.3		
5:00 PM	57.7	584479.3		
6:00 PM		1.0	SUM=	5844794.9
7:00 PM		1.0	Ld=	67.7
8:00 PM		1.0		
9:00 PM		1.0	SUM=	3.0
10:00 PM		1.0	Le=	4.8
11:00 PM		1.0		
12:00 AM		1.0		
1:00 AM		1.0		
2:00 AM		1.0		
3:00 AM		1.0		
4:00 AM		1.0		
5:00 AM		1.0		
6:00 AM		1.0	SUM=	9.0
			Ln=	9.5
	Daytime Level=	67.7		
	Evening Level=	9.8		
	Nighttime Level=	19.5		
	CNEL=	**54**		
	24-Hour Leq=	53.9		

Stealth Predator Ultra-Quiet Drying System Specifications

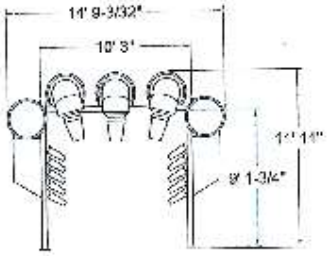
30HP System - Total Sound 60Hz	80HP System - Total Sound 60Hz
Q = sound source	
65 dBA at Q=1, 30 feet	69.4 dBA at Q=1, 30 feet
61.8 dBA at Q=1, 45 feet	66.5 dBA at Q=1, 45 feet
60.2 dBA at Q=1, 55 feet	64.9 dBA at Q=1, 55 feet

Meets OSHA Sound Exposure Requirements

✓ **The Stealth Predator features patent pending "Reverse flow air technology" which creates the first "Ultra-Quiet Dryer" and is the most powerful Ultra Quiet Dryer ever designed.**







INTERNATIONAL DRYING CORPORATION

SPECIFICATIONS

15' 2" Bay Width
12' 0" Ceiling Height
96" Standard Clearance

Closed cell foam nozzles available in red, blue, black

Ducts-Stainless Steel
Molded Aluminum Impellors
Stainless Steel Motor Housings

Slotted flanges for adjustability of air outlet and air intake direction

Kimley»Horn

September 15, 2022

Sai Midididdi, T.E.
Associate Civil Engineer (Traffic)
City of Dublin
100 Civic Plaza
Dublin, CA 94568
(transmitted via email)

RE: ***Nissan Commercial Car Wash Traffic Analysis***

Dear Ms. Midididdi:

The City of Dublin has received an application of a PD Amendment, Site Development Review Permit, and Conditional Use Permit (Planning Application #: PLPA-2022-00003) and a set of plans dated February 17, 2022 for the proposed Nissan Commercial Car Wash at the southeast corner of the intersection of Dublin Boulevard and Kaiser Road in Dublin, CA. The City has requested that Kimley-Horn assist in analyzing the following traffic comments:

1. Trip generation comparison between the proposed project and the allowed trips for the Kaiser Commercial area in the Kaiser EIR, including pass-by trips
2. Operational analysis for pedestrians, bicyclists, and motorists that includes internal site circulation and traffic circulation at access points along Kaiser Road and future adjacent parcels
3. On-site car wash queuing analysis

The following traffic analysis will address each of the City's traffic comments.

Background

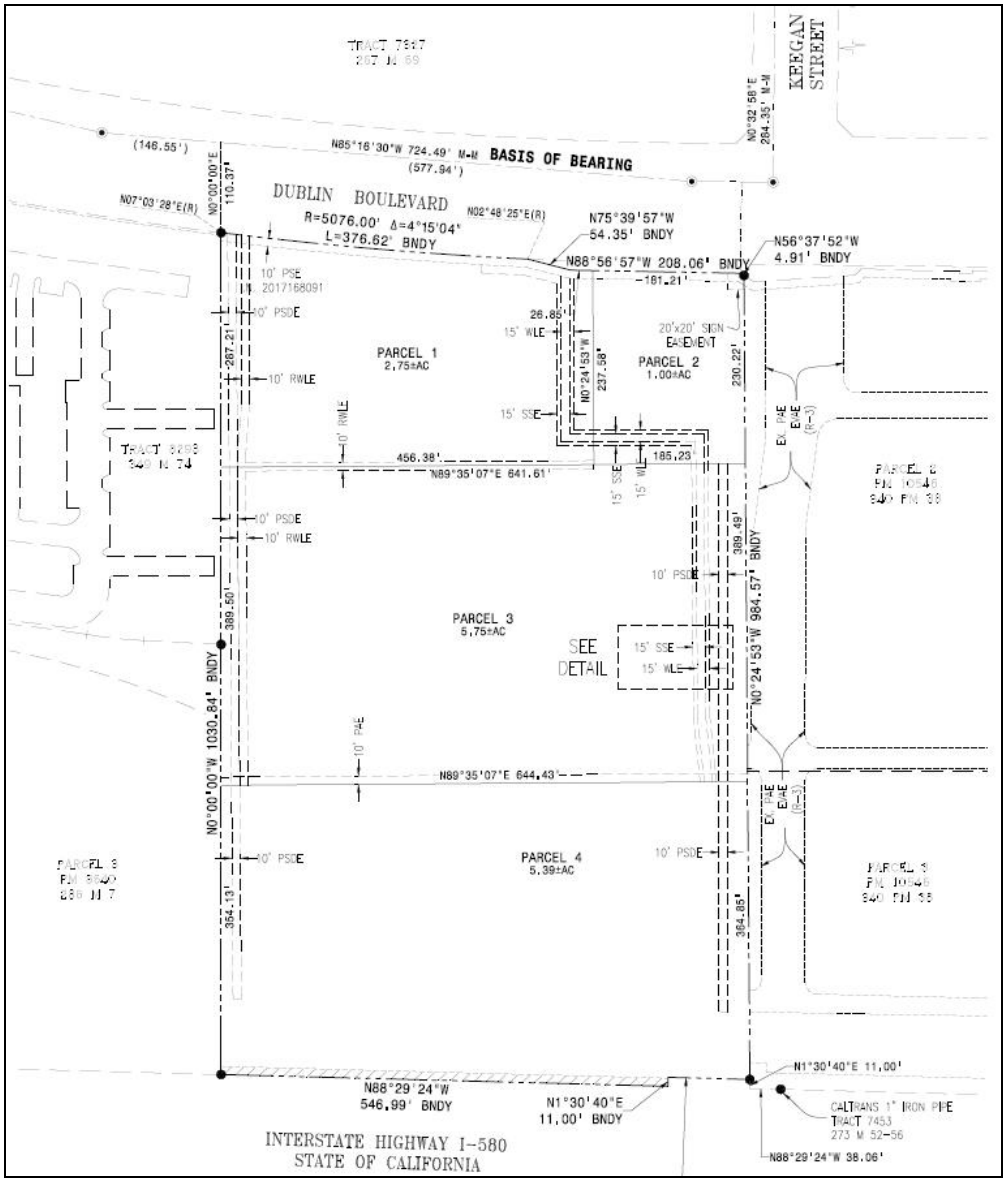
A car wash (Project) is currently being proposed in Phase 1B of the Dublin Kaiser Medical Center Project, located at the southeast corner of the intersection of Dublin Boulevard and Keegan Street/Kaiser Road. The Kaiser Medical Center Project was previously analyzed in the *Kaiser Dublin Medical Center Project Draft Environmental Impact Report (Kaiser EIR)*[1]. Phase 1A, which is the medical office building, has already been constructed. Phase 1A is the first of three phases of the Dublin Kaiser Medical Center Project, with each phase summarized as follows:

- Phase 1A – 220,000 square feet of medical office
- Phase 1B – 250,000 square feet of commercial use
- Phase 2 – 400,000 square feet of medical office
- Phase 3 – 280,000 square feet of medical office

[1] *Kaiser Dublin Medical Center Project Draft EIR*, First Carbon Solutions, February 3, 2016.

This current car wash project would be developed under Phase 1B, the commercial phase of the Dublin Kaiser Medical Center Project. Project Phase 1B is located to the west of Keegan Street/Kaiser Road between Dublin Boulevard and Interstate 580 and is divided into four parcels. Phase 1B is assumed to consist of a total of 250,000 square feet of commercial uses and separated into four parcels, as shown in **Figure 1**. Parcels 1 and 2 are located closest to Dublin Boulevard while Parcel 4 is located furthest from Dublin Boulevard, just to the north of I-580. Parcel 3 is located between Parcels 1-2 and Parcel 4.

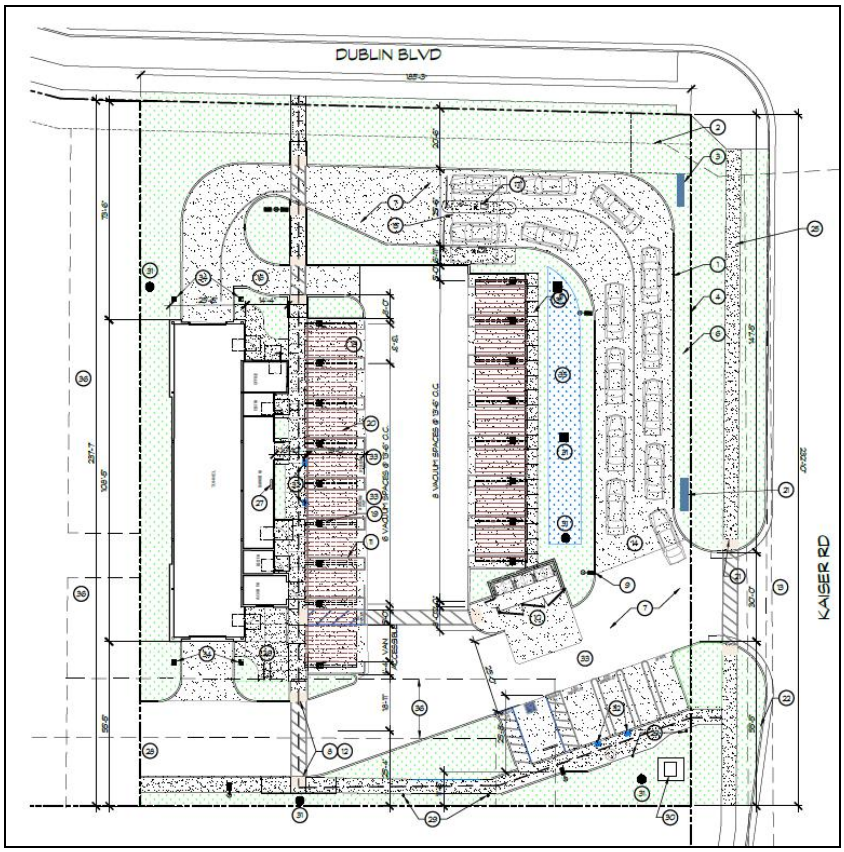
Figure 1: Kaiser Commercial Phase 1B Parcel Map



Source: MacKay & Somps

The Planning Application for the car wash, located in Parcel 2, was submitted in February 2022. **Figure 2** shows the latest site plan for the project. The proposed car wash would include a building area of 3,574 square feet, which includes one (1) car wash tunnel. In addition, 17 vacuum stalls serving 15 parking stalls are proposed outside of the car wash building. The proposed hours of operation are 8:00 AM to 6:00 PM daily. The applicant mentioned that he observed 17 washes from 8:00 AM to 9:00 AM on a weekday at a comparable location on Stanley Boulevard in Pleasanton, CA. On-site circulation is generally in the counterclockwise direction with patrons entering the site from Kaiser Road to the east. There are two pay station lanes available for patrons. As vehicles continue past each pay station, the two lanes merge to a single lane and leads into the single car wash tunnel. Prior to the car wash tunnel entry, vehicles have the option to enter into the vacuum stall area to bypass the car wash tunnel. As vehicles exit the car wash tunnel, they are directed to make a left turn and either enter the vacuum area or exit the site onto Kaiser Road. The total queuing storage from the car wash building to the internal drive aisle is approximately 475 feet, or 19 vehicles assuming 25 feet per vehicle. It should be noted that there is a future access to the west of the project for when the adjacent parcel is developed to allow for east-west circulation between the future parcel and Kaiser Road.

Figure 2: Car Wash Site Plan



Source: MacKay & Somps

Trip Generation Comparison

The project trips for the proposed car wash were compared to the project trips assumed for Phase 1B in the Kaiser EIR.

CAR WASH PROJECT TRIP GENERATION

The current version of the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* was used to develop the trips for the car wash project in this analysis. The project was assumed to be an Automated Car Wash land use (ITE land use code 948). For this land use, there are two separate independent variables:

1. Number of Car Wash Tunnels
2. 1,000 Square Feet of Gross Floor Area

The following shows the trip generation for the car wash using each of the two independent variables. It should be noted that the ITE *Trip Generation Manual* does not provide any daily trip generation rates or an AM peak hour trip generation rate for this land use. Therefore, only the weekday PM peak hour is shown. In addition, due to the limited data for this land use, the average rate was used and no fitted curve equation was provided. No pass-by/diverted link trip reduction data was available and therefore none were assumed. **Table 1** shows the trip generation for the car wash project. As shown, the project is expected to generate 78 PM peak hour trips using the car wash tunnel as the independent variable or 51 PM peak hour trips using the 1,000 square feet of gross floor area as the independent variable. For this traffic analysis, to be conservative, it is assumed that the project will generate 78 PM peak hour trips.

Table 1: Car Wash Trip Generation

ITE Land Use Code	Land Use	Size	Units	PM Peak Hour[2]		
				Total	In	Out
840	Automated Car Wash[1]	1	Car Wash Tunnel	78	39	39
		3.574	1,000 Sq Ft	51	25	26

Note: Trip generation developed based on the ITE *Trip Generation Manual, 11th Edition*.
[1] Average rate used to develop trip generation; no fitted curve equation available.
[2] For this land use, there is no daily or AM peak hour trip generation available. In addition, the car wash is proposed to open at 9:00 AM, which is after the typical AM peak period from 7:00 AM to 9:00 AM.

Since AM peak hour data is not provided by ITE, the applicant observed the number of transactions at a comparable car wash facility on Stanley Boulevard in Pleasanton, CA between 8:00 AM and 9:00 AM on a typical weekday. A total of 17 transactions were observed. This would result in 17 inbound AM peak hour trips and 17 outbound AM peak hour trips, for a total of 34 AM peak hour trips.

KAISER DUBLIN COMMERCIAL CENTER TRIP GENERATION

In the Kaiser EIR, it was assumed that Phase 1B would consist of 250,000 square feet of commercial use. Table 3.11-9 of the Kaiser EIR shows that Phase 1B was estimated to generate 8,620 daily trips, 447 AM peak hour trips, and 775 PM peak hour trips.

TRIP GENERATION COMPARISON

Since the project is proposing to generate only 78 PM peak hour trips, this is well below the 775 PM peak hour trips assumed for the entire Phase 1B Commercial Area. Alternatively, the project's trip generation was compared to the proportion of the Phase 1B area to determine if the Kaiser EIR peak hour trips would be exceeded. **Table 2** shows the trip generation for each parcel in Phase 1B. For Parcels 1 and 3, since these sites are still to be determined, the peak hour trips were estimated by applying the proportion of the parcel size to the entire Phase 1B area to the number of AM and PM peak hour trips identified for Phase 1B in the Kaiser EIR. The peak hour trips for Parcel 2, the car wash, is from **Table 1** above. The peak hour trips for Parcel 4, the Nissan dealership and the Infiniti dealership, are the trip generation estimates based on the ITE *Trip Generation Manual, 11th Edition*. The total number of AM peak hour trips and PM peak hour trips is estimated to be 369 AM peak hour trips and 622 PM peak hour trips. This is below the number of trips identified in the Kaiser EIR and therefore the inclusion of this project to Phase 1B should not result in an increase in peak hour trips or a worsening of the project's impact.

Table 2: Phase 1B Trip Generation Comparison

Parcel #	Parcel Size (acres)	% of Total	Land Use	Land Use Size	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
1	2.75	18.5%	TBD[1]	TBD[1]	83	63	20	143	69	74
2	1.00	6.7%	Car Wash[2]	1 Car Wash Tunnel	34	17	17	78	39	39
3	5.75	38.6%	TBD[3]	TBD[3]	173	132	41	299	144	155
4	5.39	36.2%	Nissan Dealership Infiniti Dealership[4]	31.84 KSF 10.46 KSF	79	57	22	102	41	61
Total	**14.89**	**100%**			**369**	**269**	**100**	**622**	**293**	**329**
Kaiser EIR[5]	**14.89**				**447**	**343**	**104**	**775**	**372**	**403**
Difference (Total - Kaiser EIR)					**-78**	**-74**	**-4**	**-153**	**-79**	**-74**

Note:

[1] The land use for Parcel 1 is still to be determined. Therefore, the AM and PM peak hour trips shown are estimated to be the proportion of the Kaiser EIR AM and PM peak hour trips based on parcel size.

[2] A car wash is proposed for Parcel 2 as part of this project. The AM peak hour trips are based on observations provided by the applicant at a comparable site. The PM peak hour trips are based on ITE *Trip Generation Manual, 11th Edition* trip rates.

[3] The land use for Parcel 3 is still to be determined. Therefore, the AM and PM peak hour trips shown are estimated to be the proportion of the Kaiser EIR AM and PM peak hour trips based on parcel size.

[4] A Nissan dealership and an Infiniti dealership are proposed for Parcel 4. The peak hour trips shown are based on ITE *Trip Generation Manual, 11th Edition* trip rates.

[5] AM and PM peak hour trips as identified in the Kaiser EIR for Phase 1B.

Operational Analysis

The vehicle operations near the project driveway were evaluated to determine if the project would result in any intersection level of service (LOS) or queuing issues. The intersection of Dublin Boulevard and Keegan Street/Kaiser Road and the intersection of Kaiser Road/Car Wash Access were evaluated in the Near-term plus Phase 1A plus Nissan plus Infiniti without Car Wash scenario, which would represent the opening day volumes for this car wash project without the car wash project. These operations were then compared to the with car wash project volumes added. Only the weekday PM peak hour was analyzed because the project has minimal AM peak hour trip generation as shown in **Table 1**.

LOS AND QUEUING METHODOLOGY

Levels of service for this study were determined using methods defined in the Highway Capacity Manual, 6th Edition (HCM) and Synchro analysis software. This analysis was prepared based on the standards and methodologies set forth by the City of Dublin. Based on the *City of Dublin Transportation Impact Analysis Guidelines*[2], the LOS standard for the study intersection is LOS D.

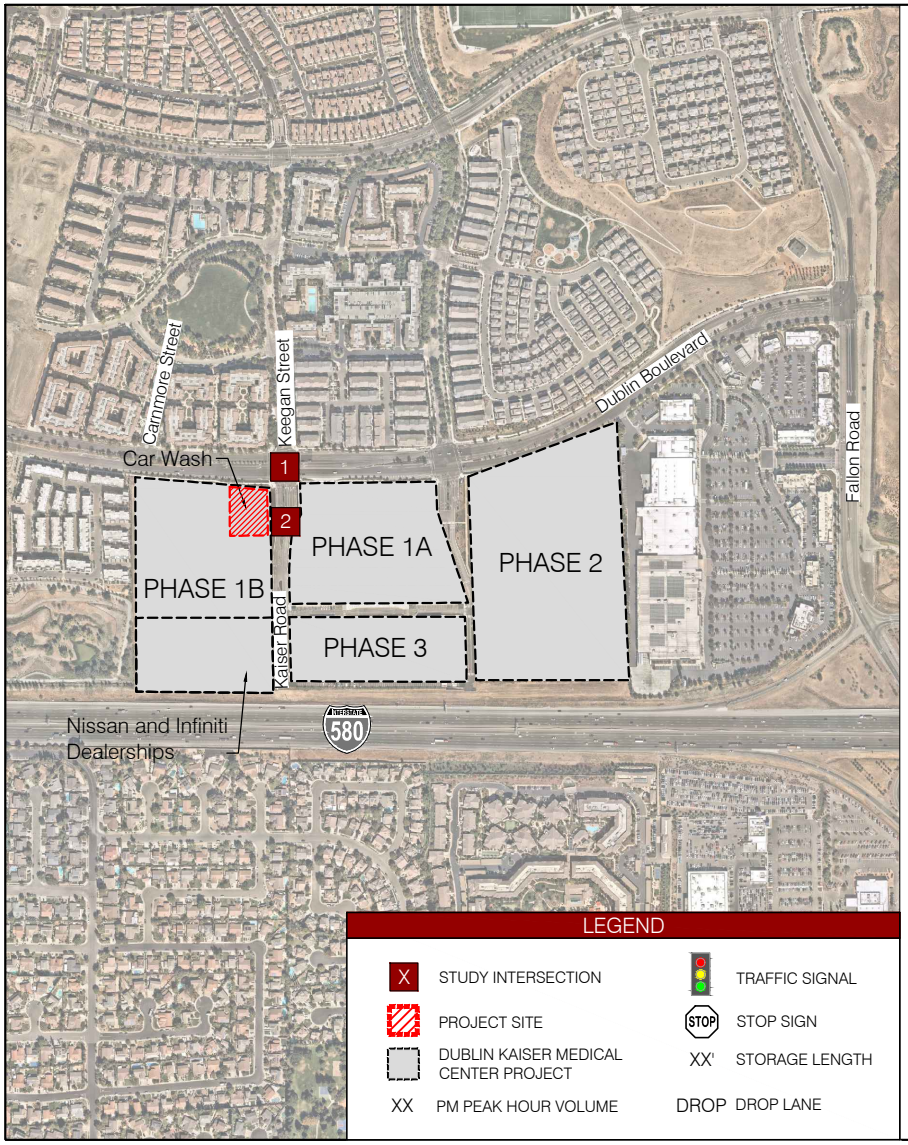
The City of Dublin does not have standards for queuing and for the purposes of this analysis, queuing deficiencies would occur where project traffic causes the 95th percentile queue to extend beyond the turn pocket by 25 feet or more (i.e. the length of one vehicle on a roadway).

TRAFFIC VOLUMES

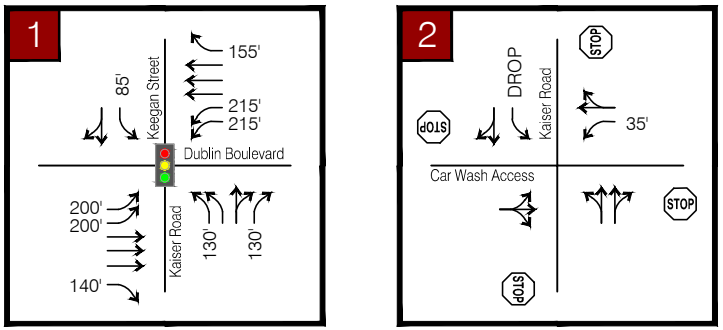
Near-Term baseline and Phase 1A traffic volumes were derived from the Kaiser EIR. It should be noted that the size of Phase 1A analyzed previously in the Kaiser EIR may not necessarily reflect the same size of what is currently built. The Nissan + Infiniti project and the car wash project volumes were added manually on top of the Near-term plus Phase 1A volumes. The Nissan project volumes were derived from the *Dublin Kaiser Commercial – 2021 Driveway Access Evaluation Draft Letter* prepared by Kimley-Horn and dated February 15, 2022. The Infiniti project volumes followed the same methodology as for the Nissan project. The car wash project volumes were derived from the trip generation in **Table 1** and distributed and assigned to the roadway network consistent with the Nissan project.

Near-term plus Phase 1A plus Nissan plus Infiniti volumes and Near-term plus Phase 1A plus Nissan plus Infiniti plus Car Wash project traffic volumes are shown in **Figure 3**, as well as lane geometry and traffic control.

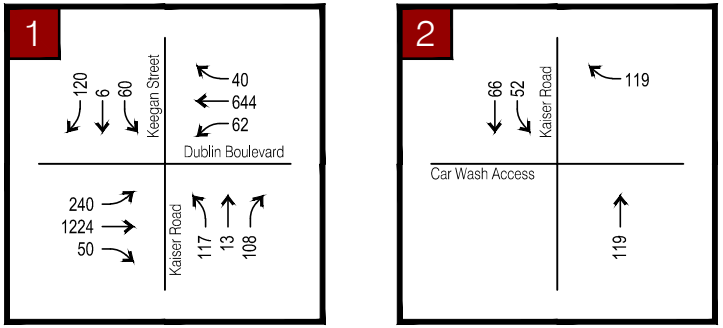
[2] Transportation Impact Analysis Guidelines, City of Dublin, July 15, 2021.



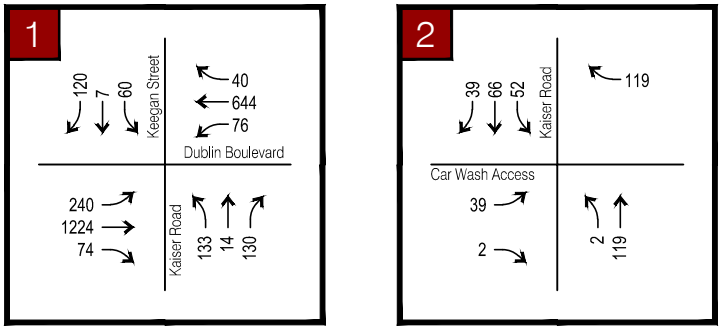
NEAR-TERM LANE GEOMETRY AND TRAFFIC CONTROL



NEAR-TERM WITHOUT CAR WASH PEAK HOUR TURNING MOVEMENT VOLUMES



NEAR-TERM WITH CAR WASH PEAK HOUR TURNING MOVEMENT VOLUMES



Kimley»Horn

N

NOT TO SCALE

FIGURE 3

NEAR-TERM PLUS PHASE 1A PLUS NISSAN PLUS INFINITI WITH AND WITHOUT CAR WASH PEAK HOUR TURNING MOVEMENT VOLUMES AND LANE GEOMETRY/TRAFFIC CONTROL

INTERSECTION LEVEL OF SERVICE

Traffic operations were evaluated at the study intersections and results of the analysis are presented in **Table 3** for the without and with car wash project. The intersection of Dublin Boulevard and Keegan Street/Kaiser Road operates at an acceptable LOS C, with 26.5 seconds of delay in the Near-Term plus Phase 1A plus Nissan plus Infiniti scenario in the PM peak hour. The intersection of Kaiser Road/Car Wash Access operates at an acceptable LOS A, with 7.9 seconds of delay in the Near-Term plus Phase 1A plus Nissan plus Infiniti scenario in the PM peak hour.

With the car wash project volumes added, the intersection LOS for each study intersection remains the same and the delay slightly increases. The intersection of Dublin Boulevard and Keegan Street/Kaiser Road operates at an acceptable LOS C (27.4 seconds of delay) with the car wash project added, with the delay increasing by 0.9 seconds. The intersection of Kaiser Road/Car Wash Access operates at an acceptable LOS A (8.5 seconds of delay) with the car wash project added, with the delay increasing by 0.6 seconds. Therefore, the intersection LOS for each study intersection still operates acceptably with the car wash project traffic added. Analysis sheets are provided in **Attachment A**.

Table 3: Intersection Level of Service Summary

#	Intersection	LOS Criteria	Jurisdiction	Control	Weekday PM Peak Hour				
					Near-term + Phase 1A + Nissan + Infiniti		Near-term + Phase 1A + Nissan + Infiniti + Car Wash		
					LOS	Delay (sec)	LOS	Delay (sec)	Δ Delay (sec)
1	Dublin Blvd/Keegan St/Kaiser Rd	D	Dublin	Signal	C	26.5	C	27.4	0.9
2	Kaiser Rd/Car Wash Access	D	Dublin	AWSC	A	7.9	A	8.5	0.6

AWSC = all-way stop-control

QUEUING ANALYSIS

The 95th percentile queues were evaluated along Kaiser Road between Dublin Boulevard and the Car Wash Access to determine if any queuing issues were anticipated due to the project. Results of the analysis are presented in **Table 4**. Analysis sheets are provided in **Attachment A**.

As shown in **Table 4**, the 95th percentile queue lengths for all movements are less than the storage length provided. Therefore, the project should not result in any operational or queuing issues along Kaiser Road in the Near-term plus Phase 1A plus Nissan plus Infiniti plus Car Wash scenario in the PM peak hour. As mentioned previously, the AM peak hour was not evaluated because the project generates minimal AM peak hour trips.

Table 4: Intersection Queuing Analysis

#	Intersection	Movement	Storage Length (ft)	PM Peak Hour - 95th Percentile Queue (ft)
1	Dublin Blvd/Keegan St/Kaiser Rd	Northbound Left Turn	130	98
		Northbound Through	130	49
		Northbound Right Turn	130	30
		Eastbound Right Turn	140	32
		Westbound Left Turn	210	63
		Southbound Through	420	52
2	Kaiser Road/Car Wash Access	Southbound Left Turn	130	<25
		Southbound Shared Through/Right Turn	130	<25
		Eastbound Shared Left/Through/Right Turn	25	<25
		Northbound Shared Left/Through	365	<25
		Northbound Shared Through/Right Turn	365	<25
		Westbound Shared Through/Right Turn	165	<25

Notes:
1. Storage lengths for turn lanes are the turn pocket lengths and storage lengths for the through lanes are the distances to the adjacent intersection.
2. No 95th percentile queue lengths exceed the available storage lengths.
3. 95th percentile queue lengths shown as <25 indicate that the 95th percentile queue length is less than one vehicle length.

EFFECT ON PEDESTRIANS AND BICYCLISTS

Since the project should not result in any vehicular queuing issues off-site, or along Kaiser Road and Dublin Boulevard, it is not anticipated that the project would negatively affect pedestrians and bicyclists. More specifically, for bicyclists, they will use the Class II bicycle lanes along Dublin Boulevard, which would separate them from vehicles. It should be noted that there are existing Class II bicycle lanes on Kaiser Road, but the City has requested that they be removed because they are not compliant with the Manual on Uniform Traffic Control Devices (MUTCD) since the Class II bicycle lanes are to the right of the northbound right turn lane. Since there are no vehicle queuing issues, it is not anticipated that vehicles will be blocking any of the Class II bicycle lanes and conflicting with bicyclists. For pedestrians, a sidewalk is proposed along the project frontage along Kaiser Road. Pedestrians will also have access to the existing sidewalks along Dublin Boulevard and the crosswalks on each leg at the intersection of Dublin Boulevard and Keegan Street/Kaiser Road and the intersection of Kaiser Road and the Car Wash Access. Since there are no vehicle queuing issues, it is not anticipated that vehicles will be blocking any of the crosswalks and conflicting with pedestrians.

On-Site Car Wash Queuing

An on-site queuing analysis for the car wash was evaluated to determine if any queues from the car wash would extend into the intersection of Kaiser Road/Car Wash Access. The project proposes an

available queuing distance of approximately 475 feet, or 19 vehicles, from the car wash building to the internal drive aisle. The 19 vehicles of storage assumes each vehicle would use approximately 25 feet of the storage. The following describes the methodology and results.

CAR WASH OPERATIONS

The project applicant provided a description of the car wash operations for use in this queuing analysis. Since the car wash is an express tunnel, the peak periods are estimated to be the Friday afternoon, Saturday, and Sunday morning. For the Saturday operations, the peak hours are expected to be from 11:00 AM to 4:00 PM. It is expected that 29 cars can be washed per hour, or one vehicle can be loaded every 124 seconds on the conveyor, as mentioned by the project applicant. Therefore, to be conservative, the service time assumed was every 124 seconds. The service times are defined as the time between one vehicle arriving at the car wash building to the next vehicle arriving.

The project applicant also anticipates using the car wash for the vehicles from the Nissan and Infiniti dealerships. It is estimated that 10 to 20 vehicles will be sent to the car wash on a daily basis from 8:00 AM to 5:00 PM Monday through Saturday. This will result in an average of one to two cars per hour. These trips will be added to the demand a typical car wash, as noted below.

Lastly, the project applicant mentioned that approximately 2/3 of the customers will use the vacuum stations. It should be noted that this will not impact the car wash queue because the vacuum stations are for use after the car wash.

CAR WASH DEMAND

To determine the peak hour demand for the car wash, the ITE *Trip Generation Manual, 11th Edition* was used. Consistent with **Table 1**, the project is expected to have a weekday PM peak hour demand of 39 vehicles. It should be noted that the weekday AM peak hour and Saturday peak hour of generator were also considered, but only 17 vehicles and 19 vehicles were estimated, respectively. Therefore, to be conservative, the weekday PM peak hour demand of 39 vehicles was used for the queuing evaluation. In addition, two vehicles in the peak hour were added to account for the Nissan and Infiniti dealership operations. This results in a total peak hour demand of 41 vehicles used for the queuing evaluation.

QUEUING ANALYSIS

A micro-simulation model within an Excel spreadsheet was used to determine the car wash queuing for the project. Based on the service times and the drive-through demands, a queuing analysis was run for 1,000 iterations for the weekday PM peak hour, assuming an average vehicle length of 25 feet in an on-site queue. Of the 1,000 iterations completed for the project, 95 percent of the iterations have a maximum queue of 24 vehicles or less. The results are shown in **Attachment B**. The car wash queuing lanes can accommodate a total of 19 vehicles; therefore, the proposed 95th percentile queue of 24 vehicles is expected to extend into the internal drive aisle and onto Kaiser Road. The project would anticipate on-site queues from the car wash building extending into the intersection of Kaiser Road/Car Wash Access. This could potentially disrupt any pedestrians or bicyclists trying to access the site or any of the surrounding areas. It is recommended that the on-site queues be

monitored by the owner to manage the queues. The owner will work with the City to determine a solution if the queues consistently extend onto Kaiser Road and disrupt the traffic operations on Kaiser Road for all modes of transportation.

Conclusions

A traffic analysis was completed for the Nissan Commercial Car Wash at the southeast corner of Dublin Boulevard and Kaiser Road. The City asked for a trip generation comparison of the project compared to what was assumed in the Kaiser EIR for Phase 1B, an operational analysis that considers intersection level of service and queuing along Kaiser Road at Dublin Boulevard and at the car wash driveway, and an on-site queuing evaluation of the car wash queues. The following is a summary of the results of each evaluation:

- Trip Generation Comparison:
    - The project is estimated to generate 78 weekday PM peak hour trips using the ITE *Trip Generation Manual, 11th Edition* rates for land use code 840 (Automated Car Wash). The independent variable used was a car wash tunnel and not the building area because the car wash tunnel method resulted in a higher number of trips. It should also be noted that no weekday daily trips or AM peak hour trips were provided in ITE and therefore none were estimated. The project applicant observed 17 transactions between 8:00 AM and 9:00 AM at a comparable site. Therefore, the AM peak hour trip generation can be estimated to equal 34 AM peak hour trips.
    - The project's trip generation was also compared against the vehicle trips estimated in the Kaiser EIR for Phase 1B, which is the commercial component of the project. When considering the other four parcels that make up Phase 1B, the addition of the car wash project in Parcel 2 would still result in fewer AM and PM peak hour trips for Phase 1B (i.e. 369 AM peak hour trips and 622 PM peak hour trips) compared to the peak hour trips estimated in the Kaiser EIR for Phase 1B (i.e. 447 AM peak hour trips and 775 PM peak hour trips).
- Operational Analysis:
    - The addition of the car wash project trips to the Near-term plus Phase 1A volumes and the Nissan and Infiniti project trips that are expected to be generated prior to the opening of this car wash project, would result in an acceptable LOS for the intersection of Dublin Boulevard/Keegan Street/Kaiser Road and the intersection of Kaiser Road/Car Wash Access. In the PM peak hour, the intersection of Dublin Boulevard/Keegan Street/Kaiser Road is expected to operate at an acceptable LOS C and the intersection of Kaiser Road/Car Wash Access is expected to operate at an acceptable LOS A.
    - A queuing analysis was also performed for each movement at the intersection of Dublin Boulevard/Keegan Street/Kaiser Road and at the intersection of Kaiser

Road/Car Wash Access. For each movement, the 95th percentile queue in the PM peak hour for the Near-term plus Phase 1A plus Nissan plus Infiniti plus Car Wash scenario was less than the available storage. Therefore, no vehicle operational issues are anticipated due to the car wash project. The lack of vehicle queuing deficiencies should also result in no potential conflicts with the pedestrian and bicycle facilities near the project.

- It should be noted that this car wash project does not trigger the need for the right-in/right-out driveway on Dublin Boulevard opposite of Carnmore Place. The northbound queues at the intersection of Dublin Boulevard and Keegan Street/Kaiser Road do not extend into the all-way stop control intersection at Kaiser Road and Car Wash Access.

- On-Site Queuing:
  - The queuing from the car wash operations was evaluated to determine if the queues generated would extend beyond the available 19-vehicle storage (i.e. 475 feet). The queuing Excel model was run for 1,000 iterations and showed that 95 percent of the time, the queues were 24 vehicles or less. Therefore, the 95th percentile queuing during the weekday PM peak hour from the car wash is expected to exceed the 19-vehicle storage provided. It is recommended that the on-site queues be monitored by the owner to manage the queues. The owner will work with the City to determine a solution if the queues consistently extend onto Kaiser Road and disrupt the traffic operations on Kaiser Road for all modes of transportation.

Sincerely,



Ben Huie, P.E.
California Professional Engineer #C76682

Attachments:

Attachment A – Synchro LOS and Queuing Outputs

Attachment B – On-site Car Wash Queuing Results

Attachment A

Queues

NT + Phase 1A + Nissan + Infiniti

1: Kaiser Road/Keegan Street & Dublin Boulevard

Timing Plan: PM Peak



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	261	1330	54	67	700	43	127	67	64	65	137
v/c Ratio	0.71	0.43	0.06	0.26	0.25	0.05	0.53	0.26	0.22	0.52	0.44
Control Delay	68.4	17.6	2.0	61.9	18.9	0.2	68.5	17.7	4.3	74.8	12.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	68.4	17.6	2.0	61.9	18.9	0.2	68.5	17.7	4.3	74.8	12.3
Queue Length 50th (ft)	115	193	0	28	96	0	56	12	0	56	6
Queue Length 95th (ft)	157	424	11	54	225	3	89	45	17	103	50
Internal Link Dist (ft)		567			678			172			635
Turn Bay Length (ft)	200		140	215		155				85	
Base Capacity (vph)	521	3111	979	521	2829	897	521	505	512	268	571
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.50	0.43	0.06	0.13	0.25	0.05	0.24	0.13	0.13	0.24	0.24

Intersection Summary

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	240	1224	50	62	644	40	117	13	108	60	6	120
Future Volume (veh/h)	240	1224	50	62	644	40	117	13	108	60	6	120
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	1.00		0.97	1.00		0.97
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	261	1330	54	67	700	43	127	0	126	65	7	130
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	315	3150	962	235	3032	926	181	0	396	83	10	184
Arrive On Green	0.09	0.62	0.62	0.07	0.59	0.59	0.05	0.00	0.13	0.05	0.12	0.12
Sat Flow, veh/h	3456	5106	1559	3456	5106	1559	3563	0	3069	1781	79	1469
Grp Volume(v), veh/h	261	1330	54	67	700	43	127	0	126	65	0	137
Grp Sat Flow(s),veh/h/ln	1728	1702	1559	1728	1702	1559	1781	0	1535	1781	0	1548
Q Serve(g_s), s	10.0	18.2	1.9	2.5	8.7	1.6	4.7	0.0	5.0	4.9	0.0	11.5
Cycle Q Clear(g_c), s	10.0	18.2	1.9	2.5	8.7	1.6	4.7	0.0	5.0	4.9	0.0	11.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.95
Lane Grp Cap(c), veh/h	315	3150	962	235	3032	926	181	0	396	83	0	193
V/C Ratio(X)	0.83	0.42	0.06	0.28	0.23	0.05	0.70	0.00	0.32	0.78	0.00	0.71
Avail Cap(c_a), veh/h	525	3150	962	525	3032	926	541	0	921	270	0	464
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.96	0.96	0.96	0.98	0.98	0.98	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	60.3	13.4	10.3	59.8	12.9	11.5	63.1	0.0	53.4	63.7	0.0	56.7
Incr Delay (d2), s/veh	2.1	0.4	0.1	0.2	0.2	0.1	1.9	0.0	0.7	5.8	0.0	6.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.4	6.6	0.7	1.1	3.2	0.6	2.2	0.0	2.0	2.3	0.0	4.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	62.3	13.8	10.4	60.0	13.1	11.5	64.9	0.0	54.1	69.5	0.0	63.3
LnGrp LOS	E	B	B	E	B	B	E	A	D	E	A	E
Approach Vol, veh/h		1645			810			253			202	
Approach Delay, s/veh		21.4			16.9			59.5			65.3	
Approach LOS		C			B			E			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	13.7	88.6	11.3	21.4	16.8	85.5	10.8	21.9
Change Period (Y+Rc), s	4.5	5.3	4.5	4.5	4.5	5.3	4.5	4.5
Max Green Setting (Gmax), s	20.5	34.7	20.5	40.5	20.5	34.7	20.5	40.5
Max Q Clear Time (g_c+I1), s	4.5	20.2	6.7	13.5	12.0	10.7	6.9	7.0
Green Ext Time (p_c), s	0.1	9.4	0.2	1.1	0.3	6.6	0.0	0.8

Intersection Summary	
HCM 6th Ctrl Delay	26.5
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

Intersection	
Intersection Delay, s/veh	7.9
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	0	0	0	119	0	119	0	52	66	0
Future Vol, veh/h	0	0	0	0	0	119	0	119	0	52	66	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	129	0	129	0	57	72	0
Number of Lanes	0	1	0	1	1	0	0	2	0	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	0	8	7.2	8.4
HCM LOS	-	A	A	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	0%	0%	0%	0%	0%	100%	0%
Vol Thru, %	100%	100%	100%	100%	0%	0%	100%
Vol Right, %	0%	0%	0%	0%	100%	0%	0%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	60	60	0	0	119	52	66
LT Vol	0	0	0	0	0	52	0
Through Vol	60	60	0	0	0	0	66
RT Vol	0	0	0	0	119	0	0
Lane Flow Rate	65	65	0	0	129	57	72
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.089	0.058	0	0	0.159	0.086	0.099
Departure Headway (Hd)	4.958	3.216	5.268	5.12	4.418	5.451	4.948
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	725	1115	0	0	814	661	729
Service Time	2.674	0.932	3.29	2.836	2.134	3.151	2.648
HCM Lane V/C Ratio	0.09	0.058	0	0	0.158	0.086	0.099
HCM Control Delay	8.2	6.1	8.3	7.8	8	8.7	8.2
HCM Lane LOS	A	A	N	N	A	A	A
HCM 95th-tile Q	0.3	0.2	0	0	0.6	0.3	0.3

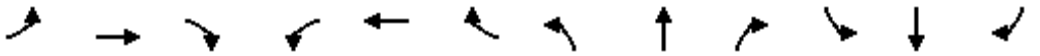
1: Kaiser Road/Keegan Street & Dublin Boulevard

Timing Plan: PM Peak



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Group Flow (vph)	261	1330	80	83	700	43	145	78	78	65	138
v/c Ratio	0.71	0.45	0.08	0.33	0.25	0.05	0.57	0.28	0.27	0.52	0.45
Control Delay	68.4	18.8	4.5	63.1	19.1	0.2	68.7	16.7	7.5	74.8	12.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	68.4	18.8	4.5	63.1	19.1	0.2	68.7	16.7	7.5	74.8	12.8
Queue Length 50th (ft)	115	196	0	36	98	0	64	12	0	56	7
Queue Length 95th (ft)	157	424	32	63	225	3	98	49	30	103	52
Internal Link Dist (ft)		567			678			172			635
Turn Bay Length (ft)	200		140	215		155				85	
Base Capacity (vph)	521	2984	942	521	2812	893	521	511	512	268	570
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.50	0.45	0.08	0.16	0.25	0.05	0.28	0.15	0.15	0.24	0.24

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	240	1224	74	76	644	40	133	14	130	60	7	120
Future Volume (veh/h)	240	1224	74	76	644	40	133	14	130	60	7	120
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.98	1.00		0.98	1.00		0.97	1.00		0.97
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	261	1330	80	83	700	43	145	0	151	65	8	130
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	315	3106	949	245	3002	917	200	0	414	83	11	183
Arrive On Green	0.09	0.61	0.61	0.07	0.59	0.59	0.06	0.00	0.13	0.05	0.13	0.13
Sat Flow, veh/h	3456	5106	1559	3456	5106	1559	3563	0	3072	1781	90	1460
Grp Volume(v), veh/h	261	1330	80	83	700	43	145	0	151	65	0	138
Grp Sat Flow(s),veh/h/ln	1728	1702	1559	1728	1702	1559	1781	0	1536	1781	0	1550
Q Serve(g_s), s	10.0	18.6	2.9	3.1	8.8	1.6	5.4	0.0	6.0	4.9	0.0	11.5
Cycle Q Clear(g_c), s	10.0	18.6	2.9	3.1	8.8	1.6	5.4	0.0	6.0	4.9	0.0	11.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.94
Lane Grp Cap(c), veh/h	315	3106	949	245	3002	917	200	0	414	83	0	195
V/C Ratio(X)	0.83	0.43	0.08	0.34	0.23	0.05	0.73	0.00	0.36	0.78	0.00	0.71
Avail Cap(c_a), veh/h	525	3106	949	525	3002	917	541	0	922	270	0	465
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.96	0.96	0.96	0.98	0.98	0.98	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	60.3	14.0	10.9	59.7	13.3	11.8	62.7	0.0	53.1	63.7	0.0	56.7
Incr Delay (d2), s/veh	2.1	0.4	0.2	0.3	0.2	0.1	1.9	0.0	0.8	5.8	0.0	6.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.4	6.8	1.1	1.3	3.3	0.6	2.5	0.0	2.4	2.3	0.0	4.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	62.3	14.4	11.1	60.0	13.5	11.9	64.6	0.0	53.9	69.5	0.0	63.3
LnGrp LOS	E	B	B	E	B	B	E	A	D	E	A	E
Approach Vol, veh/h		1671			826			296			203	
Approach Delay, s/veh		21.7			18.1			59.1			65.3	
Approach LOS		C			B			E			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.1	87.4	12.1	21.4	16.8	84.7	10.8	22.7
Change Period (Y+Rc), s	4.5	5.3	4.5	4.5	4.5	5.3	4.5	4.5
Max Green Setting (Gmax), s	20.5	34.7	20.5	40.5	20.5	34.7	20.5	40.5
Max Q Clear Time (g_c+I1), s	5.1	20.6	7.4	13.5	12.0	10.8	6.9	8.0
Green Ext Time (p_c), s	0.1	9.3	0.2	1.1	0.3	6.6	0.0	0.9

Intersection Summary	
HCM 6th Ctrl Delay	27.4
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

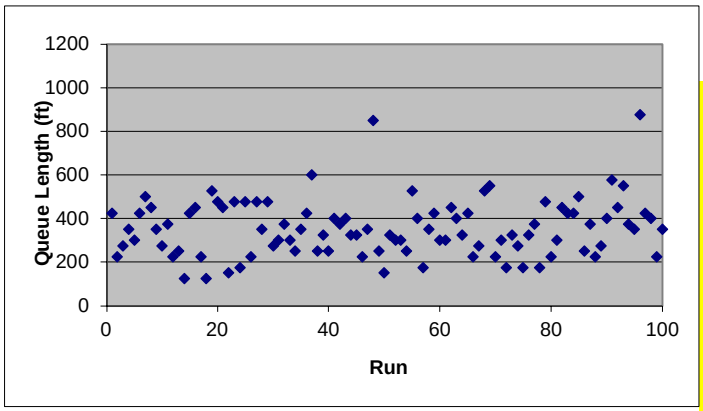
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	39	0	2	0	0	119	2	119	0	52	66	39
Future Vol, veh/h	39	0	2	0	0	119	2	119	0	52	66	39
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	42	0	2	0	0	129	2	129	0	57	72	42
Number of Lanes	0	1	0	1	1	0	0	2	0	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	9	8.3	8.5	8.6
HCM LOS	A	A	A	A

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	5%	0%	95%	0%	0%	100%	0%
Vol Thru, %	95%	100%	0%	100%	0%	0%	63%
Vol Right, %	0%	0%	5%	0%	100%	0%	37%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	42	79	41	0	119	52	105
LT Vol	2	0	39	0	0	52	0
Through Vol	40	79	0	0	0	0	66
RT Vol	0	0	2	0	119	0	39
Lane Flow Rate	45	86	45	0	129	57	114
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.065	0.123	0.069	0	0.166	0.088	0.153
Departure Headway (Hd)	5.157	5.133	5.592	5.332	4.629	5.597	4.833
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	694	698	640	0	775	640	742
Service Time	2.89	2.866	3.63	3.062	2.359	3.33	2.565
HCM Lane V/C Ratio	0.065	0.123	0.07	0	0.166	0.089	0.154
HCM Control Delay	8.3	8.6	9	8.1	8.3	8.9	8.4
HCM Lane LOS	A	A	A	N	A	A	A
HCM 95th-tile Q	0.2	0.4	0.2	0	0.6	0.3	0.5

Attachment B

Nissan Commercial Car Wash - On-Site Queuing Evaluation



	Max Q	975	
	Veh Length	25	
	Veh Queue		%
25	1	0	0.0%
50	2	0	0.0%
75	3	3	0.3%
100	4	2	0.2%
125	5	22	2.2%
150	6	25	2.5%
175	7	33	3.3%
200	8	33	3.3%
225	9	52	5.2%
250	10	50	5.0%
275	11	64	6.4%
300	12	82	8.2%
325	13	76	7.6%
350	14	81	8.1%
375	15	63	6.3%
400	16	74	7.4%
425	17	60	6.0%
450	18	59	5.9%
475	19	49	4.9%
500	20	28	2.8%
525	21	33	3.3%
550	22	33	3.3%
575	23	15	1.5%
600	24	19	1.9%
625	25	12	1.2%
650	26	10	1.0%
675	27	3	0.3%
700	28	5	0.5%
725	29	4	0.4%
750	30	3	0.3%
775	31	1	0.1%
800	32	1	0.1%
825	33	1	0.1%
850	34	1	0.1%
875	35	2	0.2%
900	36	0	0.0%
925	37	0	0.0%
950	38	0	0.0%
975	39	1	0.1%
1000	40	0	0.0%
1025	41	0	0.0%
1050	42	0	0.0%
1075	43	0	0.0%
	Total	1000	

**95 percent of the Cumulative values shown in yellow.







EXISTING CONDITIONS







PROPOSED CONDITIONS



All images are a combination of photography and artist renderings, and are provided for illustrative purposes only. Actual may vary. Photos are taken with a “normal” lens which has approximately 40 degrees field of view (50mm digital equivalent). These photos are considered a close approximation of the typical human eye. In some cases, photos on the left and right are taken to create a panorama for a better representation of context. These side photos do not have the full 40 degrees due to some overlap. A virtual camera is created with a linear (3 point) perspective that matches the field of view within 0.1 degrees field of view. Due to inaccuracies in the linear perspective method, some distortion will occur increasing away from center. Digital models of the existing site are created from site data and then used to place the virtual cameras at the accurate height and position via gps data. Camera direction was then adjusted using reference points from both Civil CAD and Google Earth satellite data. Accuracy is dependent on the amount and quality of references points available and will decrease when there are a limited number. Proposed buildings and landscaping are created and overlaid with the existing model to align with their real world location. Some photo-editing is necessary to omit trees, landscaping, and other site elements that will be removed with the current design. Some balancing in light exposure is also necessary to create a more clear image or maintain consistency between photos when used in a panorama. These images are provided without any warranty of any kind, either expressed or implied.

View 1 Photo Simulation

DUBLIN CAR WASH

INDER DOSANJH

DAHLIN

DATE	05-04-2022
JOB NO.	1623.002

5865 Owens Drive
Pleasanton, CA 94588
925-251-7200







EXISTING CONDITIONS









PROPOSED CONDITIONS

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View 2 Photo Simulation

DUBLIN CAR WASH

INDER DOSANJH

DAHLIN

DATE	05-04-2022
JOB NO.	1623.002

5865 Owens Drive
Pleasanton, CA 94588
925-251-7200

RESOLUTION NO. 22-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUBLIN

RECOMMENDING THAT THE CITY COUNCIL DENY AN AMENDMENT TO PLANNED DEVELOPMENT ORDINANCE NO. 03-19 FOR THE KAISER COMMERCIAL PROJECT, A CONDITIONAL USE PERMIT AND A SITE DEVELOPMENT REVIEW PERMIT RELATED TO THE NISSAN COMMERCIAL CAR WASH PROJECT
PLPA 2022-00003
(APN 985-0027-026-00)

WHEREAS, the Property Owner and Applicant, Dosanjh Real Estate, LLC, submitted an application to construct a commercial self-service car wash consisting of a 3,574-square-foot building housing a drive-thru automatic car wash tunnel, a parking area with 15 vacuum parking stalls and related site improvements. The applications include amendments to Planned Development Ordinance No. 03-19 for Kaiser Commercial, a Conditional Use Permit and a Site Development Review Permit. The proposed development and applications are collectively known as the "Project;" and

WHEREAS, the Project site is approximately one-acre located south on the southwest corner of Dublin Boulevard and Kaiser Road (Assessor Parcel Number 985-0027-026-00); and

WHEREAS, on October 4, 2016, the City Council approved a Planned Development Rezone with a Stage 1 Development Plan for the Kaiser Dublin Medical Center Project, which included the subject site as part of Phase IB (also known as Kaiser Commercial) (Ordinance No. 07-16); and

WHEREAS, on May 7, 2019, the City Council approved a Planned Development Rezone with a Stage 1 and Stage 2 Development Plan for the Kaiser Commercial site as part of the Nissan Automobile Dealership project (Ordinance No. 03-19); and

WHEREAS, an amendment to Planned Development Ordinance No. 03-19 is necessary to allow the proposed use; and

WHEREAS, pursuant to the California Environmental Quality Act Section 15061 (b)(4), projects that are denied are exempt from environmental review; and

WHEREAS, the Staff Report dated September 27, 2022, and incorporated herein by reference, described and analyzed the Project, including the amendment to Planned Development Ordinance No. 03-19; and

WHEREAS, the Planning Commission held a properly noticed public hearing on the Project, on September 27, 2022, at which time all interested parties had the opportunity to be heard.

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

BE IT FURTHER RESOLVED that the Planning Commission recommends that that the City Council deny amendments to Planned Development Ordinance No. 03-19 for the Kaiser Commercial Project, the Conditional Use Permit and the Site Development Review Permit for the project, as the proposed use and related structures are not compatible with other land uses in the vicinity and were not envisioned when the City Council approved Planned Development Ordinance No. 03-19; the approved Planned Development for the site focuses on uses that will generate revenue to the City and the proposed use will not meet this important goal, which was included to offset some of the tax revenue loss because of the Kaiser Medical Center; there is no evidence that the lack of a nearby commercial car wash will impact adjacent auto sales; and a low tax revenue generating business should not be encouraged in consideration of the two large undeveloped parcels adjacent to this site.

PASSED, APPROVED, AND ADOPTED this 27th day of September 2022 by the following vote:

AYES: Thalblum, Tyler, Wright

NOES: Grier, Qaadri

ABSENT:

ABSTAIN:

DocuSigned by:
Cathryn Grier
3EAC72E0ACE74BD...
Planning Commission Chair

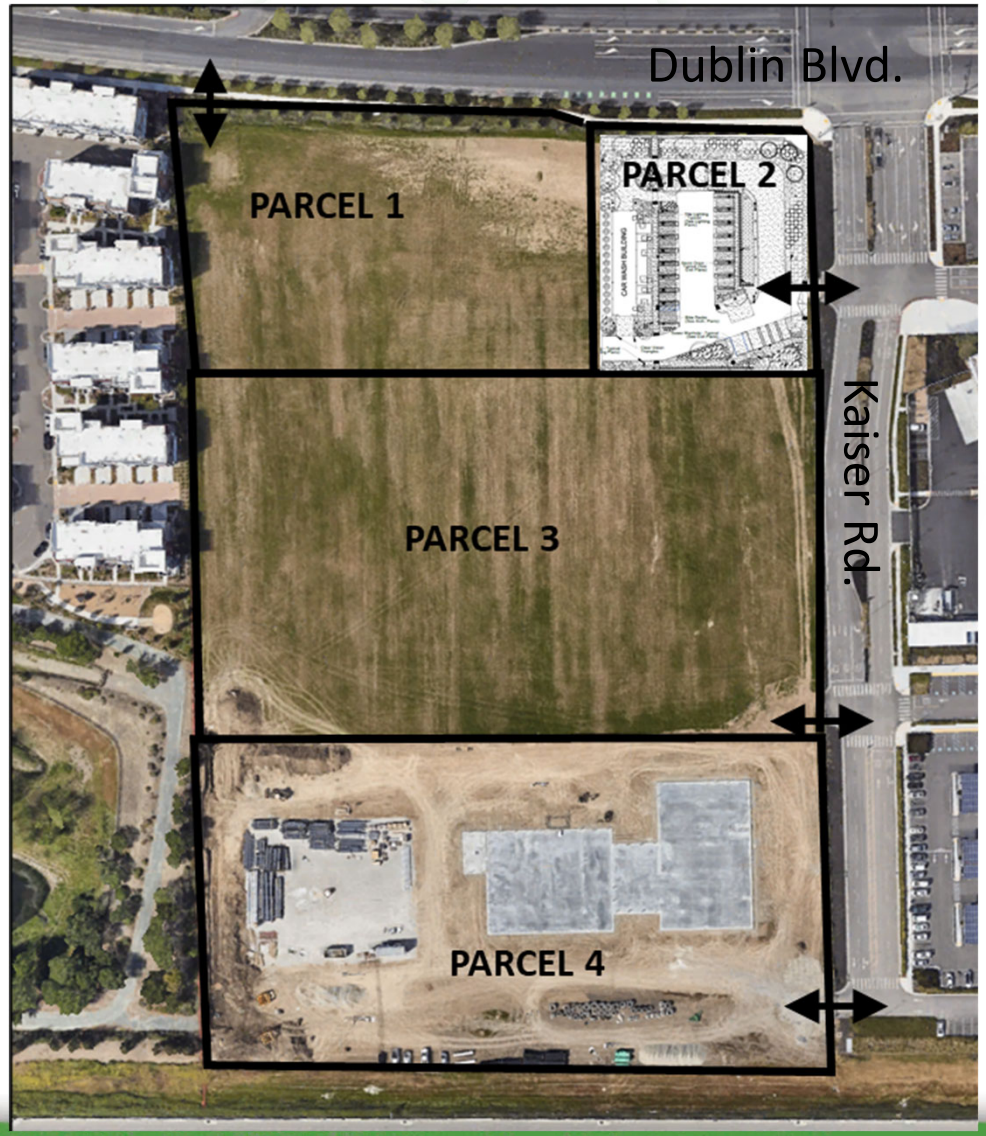
ATTEST:
DocuSigned by:
Kristie Wheeler
9EDB9DB87254493...
Assistant Community Development Director

DUBLIN
CALIFORNIA

Nissan Commercial Car Wash
PLPA-2022-00003

City Council
October 18, 2022

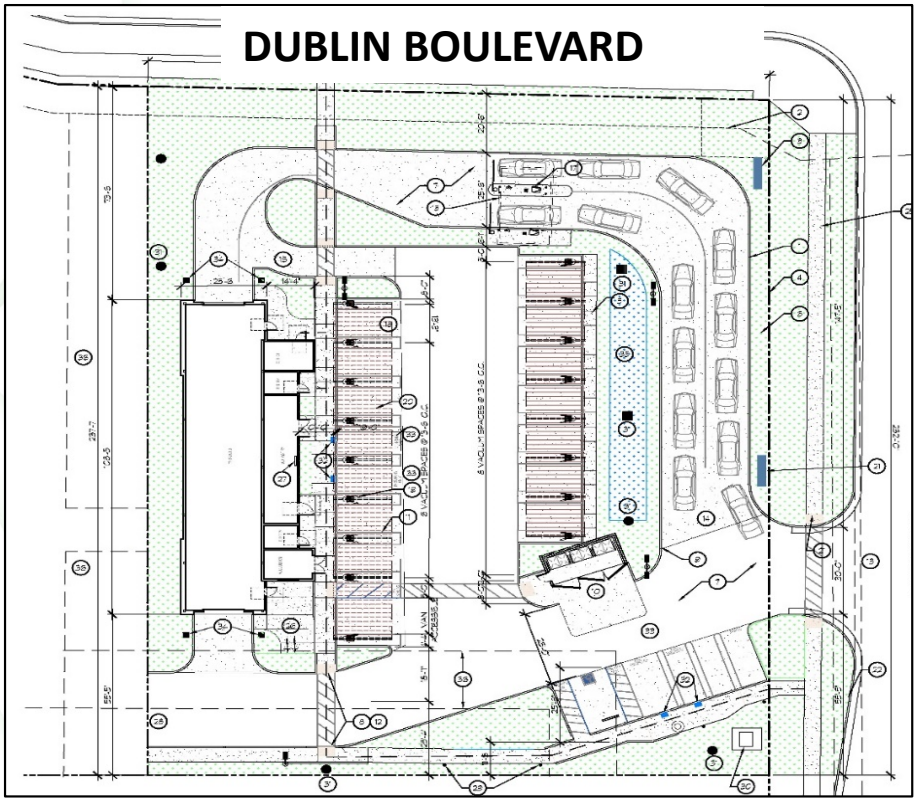
Project Location



DUBLIN

Project Summary

- 3,574 sf car wash tunnel
- Parking/Vacuum area
  - 15 Parking Stalls
  - 17 Vacuum Stations
  - Carport Structure

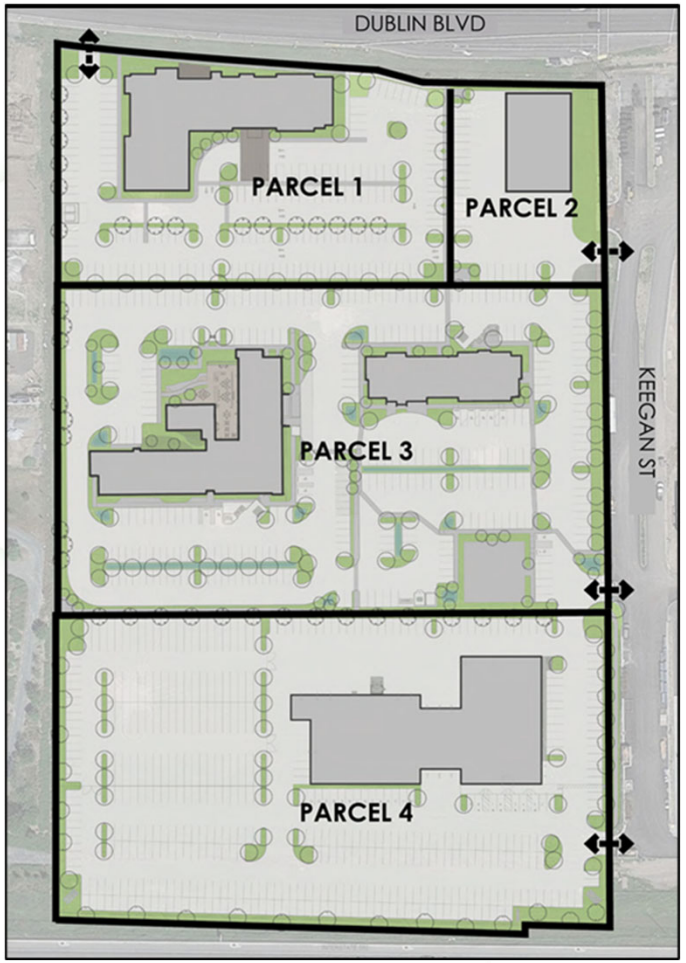


Requested Approvals

- **Amend Planned Development Ord. No. 03-19** to allow Car Wash/Detailing as a conditionally permitted use
- **Conditional Use Permit** for Car Wash/Detailing
- **Site Development Review** for the construction of self-service car wash

Amend PD Ordinance No. 03-19

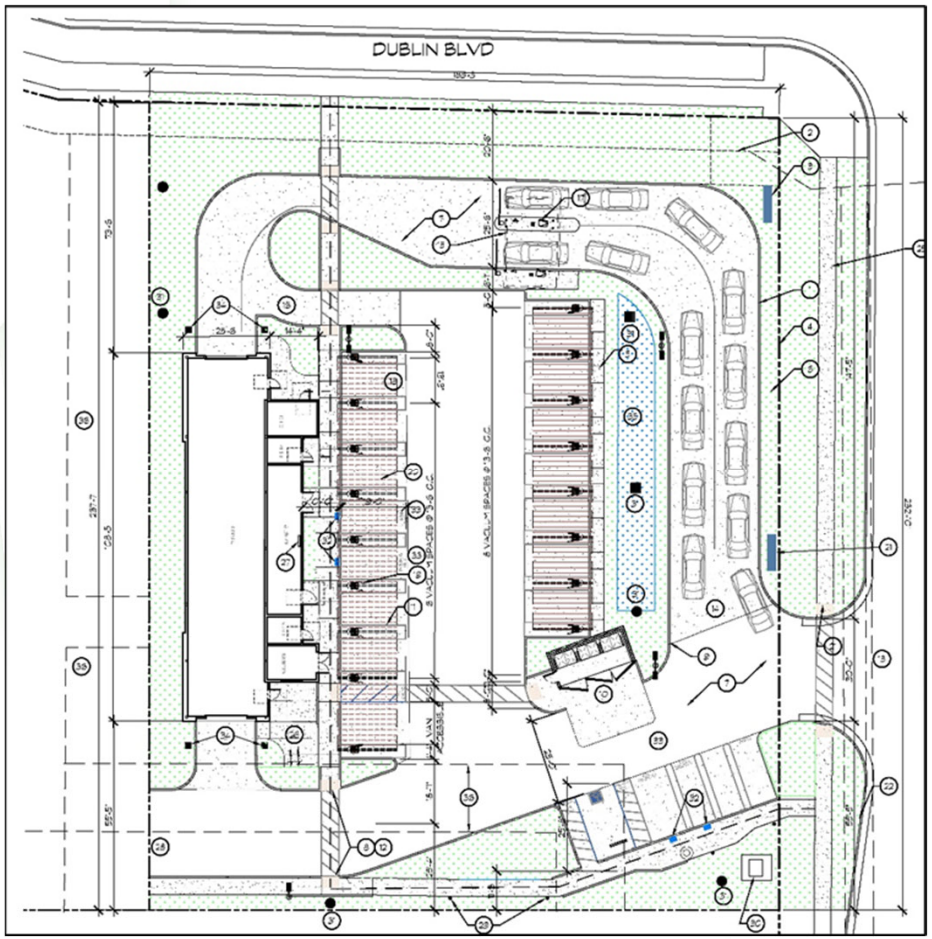
- Approved in 2019 – Nissan Project
- Allow Car Wash/Detailing as a conditionally permitted use
- NOTE: Use allowed on Parcel 2 and only when supporting a City-revenue generating use with the Kaiser Commercial Project Area



Stage 1 /2 Development Plan

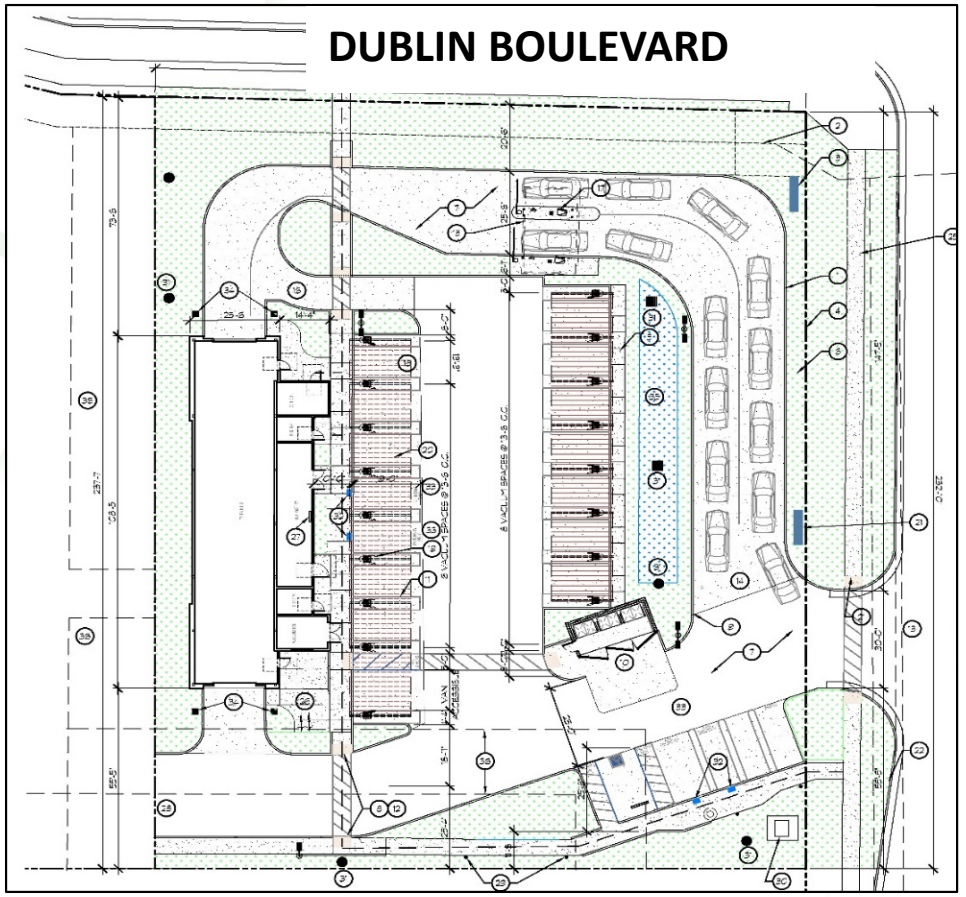
Conditional Use Permit

- Hours of Operation
- Users – Nissan, Infiniti, General Public
- Noise Analysis
- Traffic Analysis

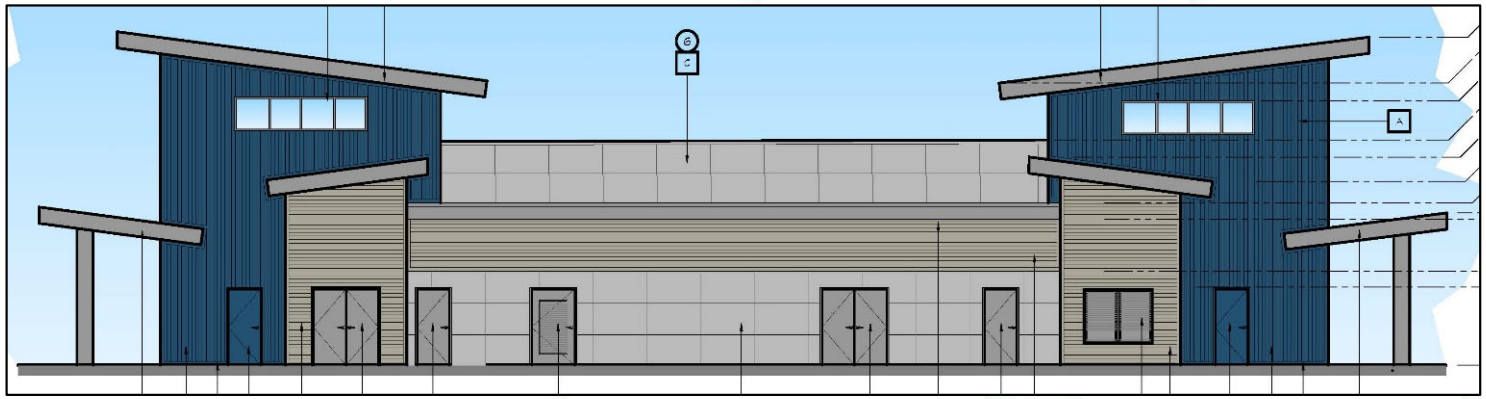


Site Development Review Permit

- Site Layout
- Car wash tunnel
- Vacuum Stations
- Landscaping



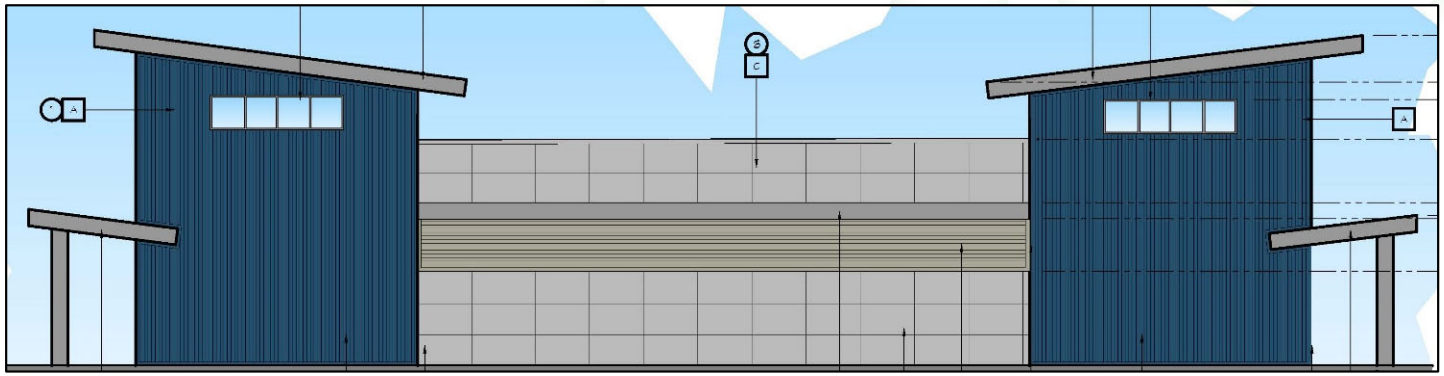
Car Wash Tunnel



East Elevation (interior view)

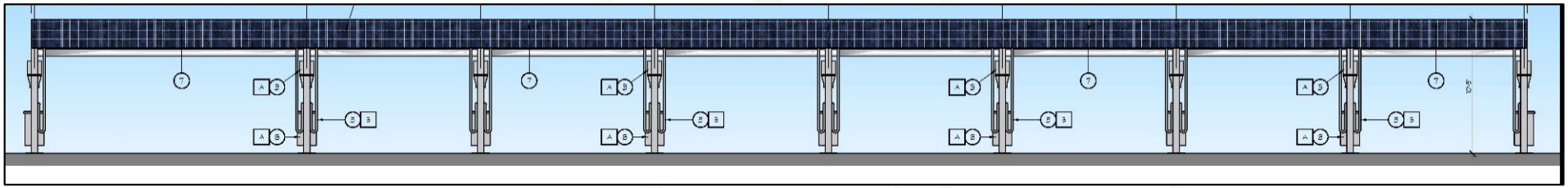


North Elevation

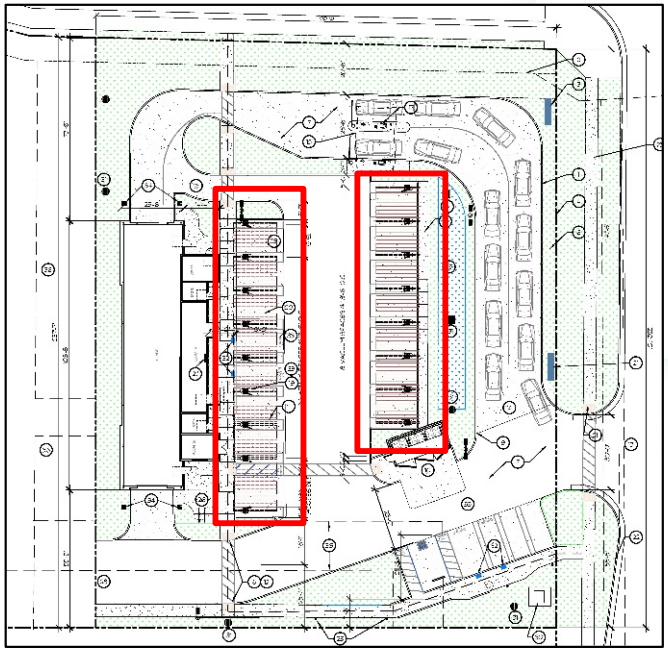


West Elevation

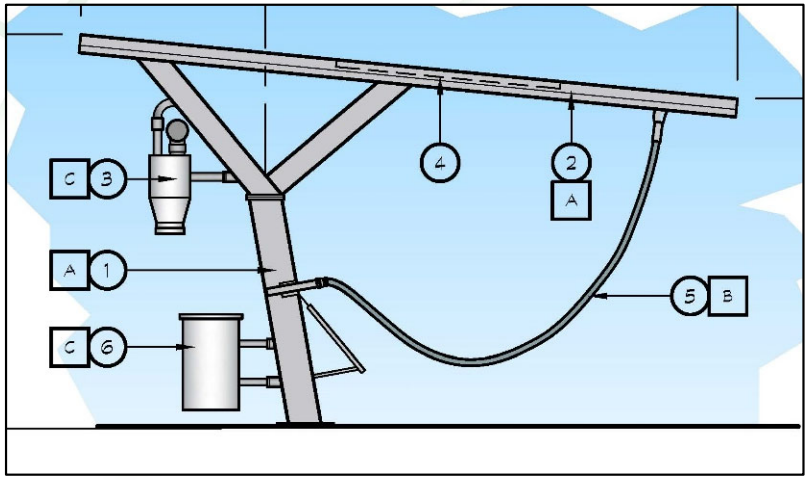
Vacuum Stations



Vacuum Station Canopy

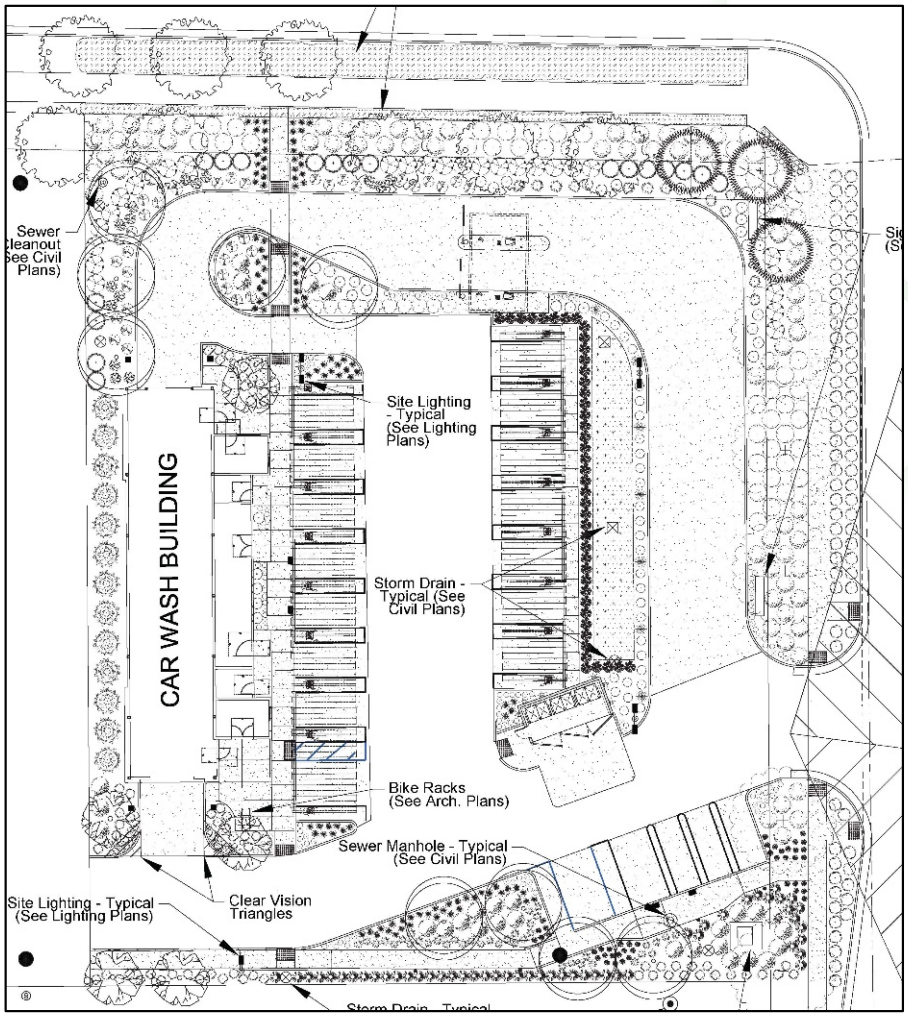


Vacuum Station Locations



Side View

Landscaping















DUBLIN

Environmental Review

- Kaiser Dublin Medical Center EIR
  - Certified September 20, 2016
- Commercial Parcel – Phase 1B
  - 250,000 square feet of commercial uses
- No new impacts
- Mitigation Monitoring and Reporting Program

Planning Commission Review

- September 27, 2022
- Resolution No. 22-12
  - Recommendation of Denial (vote 3-5)
- Planning Commission Concerns/Findings
  - Compatibility
  - On-site circulation and queuing
  - Prominent location
  - Lack of tax revenue

Conditions of Approval

- COA# 115 to remove reference to litter cans on the trail
  - Public Litter Cans. Public litter cans are required on site ~~and on the trail~~ to meet DMC Section 7.98.120. Cigarette butt receptacles and appropriate signage are required to be placed on-site in an appropriate location for public and employee use.
- COA# 131 to add three-stream containers
  - Solid Waste Requirements. The Project must comply with all requirements in DMC Chapter 7.98, including the following requirements:
    - All public litter containers shall include a portion for recycling.
    - A solid waste enclosure checklist is required to accompany the submission of enclosure drawings.
    - Install a minimum of four three-stream containers with clear signage describing organics, recycling, and garage (two for each vacuum area).

Recommendation

Conduct the public hearing, deliberate and:

1) waive the reading and INTRODUCE the **Ordinance** Amending Planned Development Zoning Ordinance No. 03-19 for Kaiser Commercial; and

2) adopt the **Resolution** Approving a Conditional Use Permit and Site Development Review Permit for the Nissan Commercial Car Wash Project.

Agenda Item 7.1

STAFF REPORT
CITY COUNCIL

DATE: October 18, 2022

TO: Honorable Mayor and City Councilmembers

FROM: Linda Smith, City Manager

SUBJECT: Downtown Dublin Update
Prepared by: Hazel L. Wetherford, Economic Development Director

EXECUTIVE SUMMARY:

The City Council will receive a presentation on updates to the Downtown Dublin Preferred Vision.

STAFF RECOMMENDATION:

Receive the presentation.

FINANCIAL IMPACT:

There are no financial impacts associated with receiving the presentation.

DESCRIPTION:

On October 15, 2019, the City Council adopted Resolution No. 107-19 which approved a Memorandum of Understanding (MOU) between the City and American Realty Advisors (ARA), the primary property owner of the Dublin Place shopping center.

On November 5, 2019, the City Council approved the Downtown Dublin Preferred Vision (DPV) and its three main principles (siting of the town square, a new street grid network, and the downtown character).

On December 3, 2019, the City Council adopted Resolution No. 126-19 which amended the General Plan and Downtown Dublin Specific Plan to allow an increase in the allowable commercial floor area ratio in the Transit Oriented and Retail Districts, combined new residential dwelling unit allocation into one pool for all three districts, and amended the parking standards for the Village Parkway and Transit Oriented Districts.

On July 21, 2020, the City Council adopted Resolution No. 79-20 which amended the Downtown

Dublin Specific Plan to create a new street grid in the Retail District, site a town square, combine the remaining allocation of new non-residential square footage from the Transit Oriented and Retail Districts into one pool, allow lodging in the Retail District, and update the design guidelines for the Core Area of the Retail District.

On November 17, 2020, the City Council adopted Resolution No. 121-20 which adopted the Downtown Dublin Streetscape Plan and amended the citywide Streetscape Plan.

On April 6, 2021, the City Council adopted Resolution No. 26-21 which approved a First Amendment to the MOU with ARA, providing a 12-month term extension.

On February 5, 2022, the City Council received an update on Downtown Dublin as part of the Strategic Planning retreat.

On April 5, 2022, the City Council adopted Resolution 30-22 which approved a Second Amendment to the MOU with ARA, providing a 14-month term extension.

Throughout the City Council actions over the last three years, ARA has refocused its priorities and made significant strides in support of the DPV. ARA hired Hines, one of the largest privately held real estate investors and managers, and shortly thereafter submitted a new offer to Burlington to acquire the remaining two parcels needed for Phase I of the DPV which includes the creation of the town square and a mixed-use development project bordering the town square.

Burlington responded with interest and has been in discussions with ARA and Hines on the best options for them to move forward which includes an onsite relocation. In addition, ARA has hired Gensler, a global design and architecture firm, to assist with the master planning of the site. ARA, Hines, and Gensler embarked on a benchmarking assessment across the country, touring the best-in-class mixed-use development sites as part of their research in developing a master plan in line with the DPV.

ARA's team returned to the City with a master site plan that showed modifications to the town square and street grid network while still capturing the intent of the DPV. Staff is currently evaluating ARA's proposal, and then will continue to work with the City's consultant team on evaluating the right-of-way acquisition for the street grid network, the street cross section designs, the parking analysis, and the finalization of the various related studies.

Lastly, as it relates to the Downtown Dublin Specific Plan, minor modifications may be required to building height to match the Transit Oriented District, percentage of street frontage, minimum storefront height, and allowance for life sciences with research and development as a land use to ensure the full concept of the DPV is achievable.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Downtown Dublin and Economic Development
Objective A: Continue support of the downtown preferred vision and downtown specific plan improving visual and environmental quality and evaluating specific business uses.

Objective B: Pursue mixed-use projects to create economic vitality.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.