

COUNCILMEMBERS
Dr. Sherry Hu, Mayor
Kashef Qaadri, Vice Mayor
Jean Josey, Councilmember
Michael McCorriston, Councilmember
John Morada, Councilmember



Peter W. Snyder Council Chamber
Dublin Civic Center
100 Civic Plaza
Dublin, CA 94568
www.dublin.ca.gov

Regular Meeting of the DUBLIN CITY COUNCIL

Tuesday, July 15, 2025

**Location: Peter W. Snyder
Council Chamber
100 Civic Plaza
Dublin, CA 94568**

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

Additional Meeting Procedures

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

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

- Fill out an online speaker slip available at www.dublin.ca.gov. The speaker slip will be made available at 10:00 a.m. on Tuesday, July 15, 2025. Upon submission, you will receive Zoom link information from the City Clerk. Speakers slips will be accepted until the staff presentation ends, or until the public comment period on non-agenda items is closed.
- Once connected to the Zoom platform using the Zoom link information from the City Clerk, the public speaker will be added to the Zoom webinar as an attendee and muted. The speaker will be able to observe the meeting from the Zoom platform.
- When the agenda item upon which the individual would like to comment is addressed, the City Clerk will announce the speaker in the meeting when it is their time to give public comment. The speaker will then be unmuted to give public comment via Zoom.
- Technical difficulties may occur that make the option unavailable, and, in such event, the meeting will continue despite the inability to provide the option.

CLOSED SESSION

I. Public Employee Performance Evaluation

Title: City Manager

REGULAR MEETING

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Recognition of the Dublin Rotary for their Donation to the City of Dublin for Planting Trees

The City Council will recognize the Dublin Rotary for their recent donation of \$2,000. The donation will be used to plant trees in the City of Dublin.

STAFF RECOMMENDATION:

Formally accept the donation and present a Certificate of Recognition to the donor.

[Staff Report](#)

[Attachment 1 - Certificate of Recognition to Dublin Rotary](#)

3.2 Employee Introductions

New City of Dublin staff members, Natalie Guerrero, Office Assistant II with Dublin Police Services, and Brittany Miranda, Office Assistant II with Community Development, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin staff members.

[Staff Report](#)

4. PUBLIC COMMENT

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

5. CONSENT CALENDAR

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

5.1 Approval of June 17, 2025 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the June 17, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 17, 2025 Regular City Council Meeting.

[Staff Report](#)

[Attachment 1 -June 17, 2025 Regular City Council Meeting Minutes](#)

5.2 Second Reading of an Ordinance Amending Chapter 4.04 (Business Registration) of the Dublin Municipal Code

The City Council will consider adopting an Ordinance amending Dublin Municipal Code Chapter 4.04, which governs the City's business registration program. These updates are intended to improve clarity, enhance operational efficiency, and support a better customer experience for businesses. The City Council waived the first reading and introduced the Ordinance on June 17, 2025, and is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration.

[Staff Report](#)

[Attachment 1 - Ordinance Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration](#)

[Attachment 2 - Exhibit A to the Ordinance - Amendments to Section 4.04 of the Dublin Municipal Code, Related to Business Registration](#)

5.3 Legislation/Housing Element Implementation – Zoning Ordinance Amendments (PLPA-004154-2025)

On June 17, 2025, the City Council considered City-initiated amendments to the Zoning Ordinance to implement recent changes in state law and certain programs of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). In addition, the proposed amendments include a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). On June 17, 2025, the City Council waived the first reading and introduced the Ordinance amending the Zoning Ordinance. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers).

[Staff Report](#)

[Attachment 1 - Ordinance Approving Amendments to Dublin Municipal Code](#)

[Attachment 2 - City Council Staff Report dated June 17, 2025 \(without attachments\)](#)

5.4 Citywide Trash Capture Devices, CIP No. ST0121 – Approval of Plans and Specifications and Award of Contract to American Enviro Services, Inc.

The City Council will consider approving the plans and specifications and awarding a construction contract to American Enviro Services, Inc. for the Citywide Trash Capture Devices Project, CIP No. ST0121. The project will install new and replace existing small trash capture devices in 86 storm drain inlets throughout the City.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to American Enviro Services, Inc. for the Citywide Trash Capture Devices Project, CIP No. ST0121.

[Staff Report](#)

[Attachment 1 - Resolution Approving the Plans and Specifications and Awarding a Contract to American Enviro Services, Inc. for the Citywide Trash Capture Devices Project, CIP No. ST0121](#)

[Attachment 2 - Exhibit A to Resolution - Agreement with American Enviro Services, Inc. for the Citywide Trash Capture Devices Project, CIP No. ST0121](#)

[Attachment 3 - Exhibit B to Resolution - Citywide Trash Capture Devices Project Plans and Specifications](#)

[Attachment 4 - Bid Results](#)

[Attachment 5 - CIP No. ST0121](#)

5.5 Citywide Bicycle and Pedestrian Improvements – Regional Street Crossing Project, CIP No. ST0517, and Downtown Dublin – Village Parkway Conduit Project, CIP No. PA0123 – Approval of Plans and Specifications and Award of Contract to Golden Bay Construction, Inc.

The City Council will consider approving the plans and specifications and awarding a construction contract to Golden Bay Construction Inc. for work that combines portions of the Citywide Bicycle and Pedestrian Improvements Project (CIP No. ST0517) and the Downtown Dublin Project (CIP No. PA0123). The contract provides for the installation of a new crosswalk with Rectangular Rapid Flashing Beacons, curb ramps, bulb outs, drainage improvements, and streetlight improvements on Regional Street, between Dublin Boulevard and Amador Valley Boulevard. The contract will also install a conduit on the northside of the intersection of Dublin Boulevard and Village Parkway for future electrical service for public art in the Village Parkway District of Downtown Dublin.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Golden Bay Construction, Inc. for the Citywide Bicycle and Pedestrian Improvements – Regional Street Crossing Project, CIP No. ST0517, and the Downtown Dublin – Village Parkway Conduit Project, CIP No. PA0123.

[Staff Report](#)

[Attachment 1 - Resolution Approving the Plans and Specifications and Awarding a Contract to Golden Bay Construction, Inc.](#)

[Attachment 2 - Exhibit A to the Resolution - Agreement with Golden Bay Construction, Inc. for CIP No. ST0517 and CIP No. PA0123](#)

[Attachment 3 - Exhibit B to the Resolution - Regional Street Crossing and Village Parkway Conduit Project Plans and Specifications](#)
[Attachment 4 - Bid Results](#)
[Attachment 5 - CIP No. ST0517](#)
[Attachment 6 - CIP No. PA0123](#)

5.6 Amendment to the Letter of Agreement with the Dublin San Ramon Services District for Continued Administration of the Sewer Capacity Assistance Program

The City Council will consider approving an amendment to the Letter of Agreement with the Dublin San Ramon Services District for the continued administration of the Sewer Capacity Assistance Program. The amendment consolidates previous agreements and incorporates updated program terms and a 10-year extension of the program through June 30, 2035.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Amended Letter of Agreement with Dublin San Ramon Services District for the Continued Administration of the Sewer Capacity Assistance Program.

[Staff Report](#)

[Attachment 1 - Resolution Approving the Amended Letter of Agreement with Dublin San Ramon Services District for the Continued Administration of the Sewer Capacity Assistance Program](#)

[Attachment 2 - Exhibit A to the Resolution - Amended Letter of Agreement for the Administration of Unused City of Dublin Wastewater Capacity](#)

5.7 Annual Street Resurfacing - 2024 Overlay Project, CIP No. ST0117 and Persimmon Drive Pedestrian Path Rehabilitation Project, PK0123 – Acceptance of Work

The City Council will consider accepting the Annual Street Resurfacing - 2024 Overlay Project and the Persimmon Drive Pedestrian Path Rehabilitation Project. The projects, which used the same contractor, removed and replaced existing concrete curb ramps, resurfaced a segment of Dublin Boulevard and John Monego Court, and rehabilitated the existing Persimmon Drive pedestrian path.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Annual Street Resurfacing - 2024 Overlay Project, CIP No. ST0117 and the Persimmon Drive Pedestrian Path Rehabilitation Project, CIP No. PK0123.

[Staff Report](#)

[Attachment 1 - Resolution Accepting the Annual Street Resurfacing - 2024 Overlay Project, CIP No. ST0117 and the Persimmon Drive Pedestrian Path Rehabilitation Project, CIP No. PK0123](#)

[Attachment 2 - CIP No. ST0117](#)

[Attachment 3 - CIP No. PK0123](#)

5.8 Commercial Façade Improvement Grant Program Agreement for Vets for Pets Inc

The City Council will consider approving a Commercial Façade Improvement Grant Program Agreement for Vets for Pets Inc, a new veterinary hospital located at 7667 Amador Valley Boulevard. This grant of \$70,000 will be allocated for exterior improvements, including new horizontal siding, metal awnings at both entrances, updated paint for the siding and parapet, window upgrades, an entry door compliant with the Americans with Disabilities Act (ADA), refreshed landscaping with gravel, and new signs.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Vets for Pets Inc.

[Staff Report](#)

[Attachment 1 - Resolution Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Vets for Pets Inc](#)

[Attachment 2 - Exhibit A to the Resolution - Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Vets for Pets Inc](#)

5.9 Small Business Assistance Grant Program Agreements for The Sand Trapp and AVA Jiu Jitsu

The City Council will consider approving two separate Small Business Assistance Grant Program Agreements for The Sand Trapp and AVA Jiu Jitsu. The Sand Trapp, an indoor golf facility located at 7802 Dublin Boulevard, is requesting \$28,000 for improvements related to the Americans with Disabilities Act (ADA) including an accessible restroom and exterior ramp. AVA Jiu Jitsu, a new martial arts studio at 7236 San Ramon Road, is requesting \$23,930 for ADA upgrades, sewer connection fees, and design-related costs. The Program supports business openings and the activation of long-vacant spaces through reimbursement-based grants.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Small Business Assistance Grant Program Agreement Between the City of Dublin and The Sand Trapp, and a Small Business Assistance Grant Program Agreement Between the City of Dublin and AVA Jiu Jitsu.

[Staff Report](#)

[Attachment 1 - Resolution Approving a Small Business Assistance Program Agreement Between the City of Dublin and The Sand Trapp, and a Small Business Assistance Program Agreement Between the City of Dublin and AVA Jiu Jitsu](#)

[Attachment 2 - Exhibit A to the Resolution - Small Business Assistance Grant Program Agreement Between the City of Dublin and The Sand Trapp](#)

[Attachment 3 - Exhibit B to the Resolution - Small Business Assistance Grant Program Agreement Between the City of Dublin and AVA Jiu Jitsu](#)

5.10 Mayor's Appointment to Heritage and Cultural Arts Commission and Senior Center Advisory Committee Unscheduled Vacancies

The City Council will consider the Mayor's appointments to fill an unscheduled vacancy on the Heritage and Cultural Arts Commission and an unscheduled vacancy on the Senior Center Advisory Committee.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment of Jackson Berg to the Heritage and Cultural Arts Commission unscheduled vacancy for the remainder of a term ending December 2028 and Michael Goldstein to the Senior Center Advisory Committee unscheduled vacancy for the remainder of a term ending December 2026.

[Staff Report](#)

[Attachment 1 - Heritage and Cultural Arts Commission Applications](#)

[Attachment 2 - Senior Center Advisory Committee Applications](#)

5.11 Payment Issuance Report and Electronic Funds Transfer

The City Council will receive a listing of payments issued from June 1, 2025 – June 30, 2025, totaling \$8,726,432.28.

STAFF RECOMMENDATION:

Receive the report.

[Staff Report](#)

5.12 Appointments to the City Council 2025 Ad-Hoc Audit Review Committee

The City's independent auditor, Badawi and Associates, has commenced the field work necessary to complete the Annual Comprehensive Financial Report for year ending June 30, 2025. The City Council will consider the establishment of an Ad-Hoc Committee consisting of two members of the City Council who will review the audit process and final report with the auditors.

STAFF RECOMMENDATION:

Confirm the Mayor's recommendation, which includes her own appointment along with Councilmember Morada, to the 2025 Ad-Hoc Audit Review Committee.

[Staff Report](#)

6. PUBLIC HEARING

6.1 Assembly Bill 562 (2013) Final Outcome Report on Economic Development Subsidy Provided to Regency Village at Dublin, LLC (Regency Centers)

The City Council will hold a required public hearing to receive comments on the conclusion and final reporting period of the economic development business incentive, Sewer Capacity Assistance Program, with Regency Village at Dublin, LLC (Regency Centers).

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and accept the report.

[Staff Report](#)

[Attachment 1 - 2025 Report on Economic Development Subsidy Provided to Regency Village at Dublin, LLC \(Regency Centers\)](#)

[6.1 - PowerPoint Presentation](#)

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS – None.

9. CITY MANAGER AND CITY COUNCIL REPORTS

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

10. ADJOURNMENT

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

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

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

Mission

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



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Recognition of the Dublin Rotary for their Donation to the City of Dublin for Planting Trees
Prepared by: Cierra Fabrigas, Executive Aide

EXECUTIVE SUMMARY:

The City Council will recognize the Dublin Rotary for their recent donation of \$2,000. The donation will be used to plant trees in the City of Dublin.

STAFF RECOMMENDATION:

Formally accept the donation and present a Certificate of Recognition to the donor.

FINANCIAL IMPACT:

Upon acceptance of the donation, Staff will reflect the \$2,000 in the Fiscal Year 2024-25 revenue and expenditure budgets in the Public Works Department and will carry that amount into Fiscal Year 2025-26 for use in planting trees.

DESCRIPTION:

In June of 2025, the Dublin Rotary donated \$2,000 to the City of Dublin to plant new trees. The City Council will accept the donation and present a Certificate of Recognition to the Dublin Rotary.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Dublin Rotary Certificate of Recognition

CERTIFICATE OF RECOGNITION

Presented to the

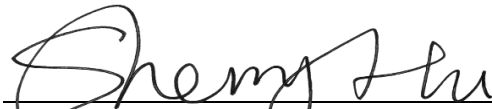
DUBLIN ROTARY

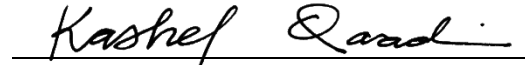
In Special Recognition and Appreciation for Your Generous Donation of
\$2,000 Supporting Tree Planting.

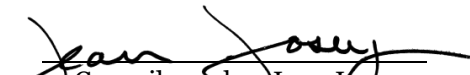
Presented by the

City Council of the City of Dublin

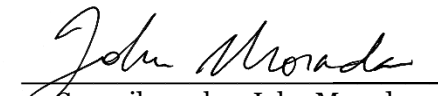
July 15, 2025


Mayor Sherry Hu


Vice Mayor Kashef Qadri


Councilmember Jean Josey


Councilmember Michael McCorriston


Councilmember John Morada



STAFF REPORT CITY COUNCIL

Agenda Item 3.2

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

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

EXECUTIVE SUMMARY:

New City of Dublin staff members, Natalie Guerrero, Office Assistant II with Dublin Police Services, and Brittany Miranda, Office Assistant II, with Community Development, will be introduced.

STAFF RECOMMENDATION:

Welcome the new City of Dublin staff members.

FINANCIAL IMPACT:

None.

DESCRIPTION:

New City of Dublin staff members, Natalie Guerrero, Office Assistant II with Dublin Police Services, and Brittany Miranda, Office Assistant II, with Community Development, will be introduced.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of June 17, 2025 Regular City Council Meeting Minutes
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the minutes of the June 17, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the June 17, 2025 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approving the minutes of the June 17, 2025 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) June 17, 2025 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: June 17, 2025

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 LEGAL COUNSEL—EXISTING LITIGATION

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

Name of case: *City of Dublin v. Brad Benson Motorsports Corporation, et al.*,
Alameda County Superior Court Case No. 23CV045872

REGULAR MEETING 7:00 PM

Mayor Hu stated she was participating remotely via teleconference. Pursuant to Government Code §54953(b), the meeting location was posted on the agenda and the agenda was posted at the teleconference location 72 hours before the meeting. All votes during the teleconference session will be conducted by roll call vote.

Mayor Hu handed the gavel to Vice Mayor Qaadri to chair the meeting from inside the City Council Chamber.

A Regular Meeting of the Dublin City Council was held on **Tuesday, June 17, 2025**, in the Peter W. Snyder Council Chamber. The meeting was called to order at 7:06 PM, Vice Mayor Qaadri.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Attendee Name	Status
Dr. Sherry Hu, Mayor	Present (Via Zoom)
Kashef Qaadri, Vice Mayor	Present
Jean Josey, Councilmember	Present
Michael McCorriston, Councilmember	Present
John Morada, Councilmember	Present

2) REPORT ON CLOSED SESSION

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

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Update from Three Valleys Community Foundation

The City Council received an update from Kelly Bowers, Ed.D., CEO and President of Three Valleys Community Foundation.

3.2) Employee Introduction

New City of Dublin Staff member, Clement Lui, Summer Intern with Information Systems, was introduced.

4) PUBLIC COMMENT

Tom Evans provided public comment.

Mike Grant provided public comment.

Shubha Kandukoori provided public comment.

Jeanine Gillengerten provided public comment.

Guy Houston provided public comment.

5) CONSENT CALENDAR

5.1) Approved June 3, 2025 Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 46-25 titled, "Approving an Access License Agreement with the San Francisco Bay Area Rapid Transit District (BART) for City Access Through BART-Owned Property, Assessor's Parcel Number 941-0550-023-03."

5.4) Waived the reading and introduced an Ordinance Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration.

5.6) Adopted Resolution No. 50-25 titled, "Approving Agreements with Callander Associates Landscape Architecture, Inc., GATES + Associates, and SWA Group for On-Call Landscape Architect Services."

5.7) Adopted Resolution No. 51-25 titled, "Approving an Agreement with SCA of CA, LLC for Street Sweeping Services."

5.9) Adopted Resolution No. 53-25 titled, "Approving an Amendment to the Agreement with Storm Water Inspection & Maintenance Services LLC for Trash Capture Device Maintenance Services."

- 5.10) Adopted Resolution No. 54-25 titled, “Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dougherty Hills Open Space Slide and Trail Repair Project, CIP No. GI0221, FEMA Project No. 716372”; Resolution No. 55-25 titled, “Approving the Plans and Specifications and Awarding a Contract to Granite Construction Company for the Dublin Boulevard Slide Repair-Between Inspiration Drive and Silvergate Drive Project, CIP No. GI0221, FEMA Project No. 733034”; and approved the budget change.
- 5.11) Adopted Resolution No. 56-25 titled, “Approving the First Amendment to Contractor Services Agreement Between the City of Dublin and All City Management Services, Inc.”
- 5.13) Confirmed the Mayor’s Appointment of Councilmember Josey as the City of Dublin delegate for the 2025 Association of Bay Area Governments General Assembly.
- 5.14) Adopted Resolution No. 58-25 titled, “Adopting an Appropriations Limit for Fiscal Year 2025-2026.”
- 5.15) Received the report of payments issued from May 1, 2025 – May 31, 2025, totaling \$22,110,296.26.
- 5.16) Adopted Resolution No. 45-25 titled, “Amending the Schedule of Service Rates for Integrated Solid Waste Services.”
- 5.18) Adopted Resolution No. 60-25 titled, “Approving the Second Amendment to the Consulting Services Agreement with Townsend Public Affairs, Inc. for Grant Strategy and Writing Services.”

On a motion by Councilmember Josey, seconded by Councilmember McCorriston, and by unanimous roll call vote, the City Council adopted the Consent Calendar, except for items 5.3, 5.5, 5.8, 5.12, and 5.17.

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

- 5.3) *Adopted Resolution No.47-25 titled, “Approving a Fourth Amendment to the Consulting Services Agreement Between the City of Dublin and 4Leaf, Inc.”; Resolution No. 48-25 titled, “Approving a Third Amendment to the Agreement Between Civica Law Group, APC and the City of Dublin for Special Counsel Legal Services”; and approved the budget change.*

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

- 5.5) *Adopted Resolution No. 49-25 titled, “Approving the Improvement Agreement for a Neighborhood Park Site Within the Dublin Centre Development.”*

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

- 5.8) *Adopted Resolution No. 52-25 titled, “Approving Agreement with Universal Building Services and Supply Co. for Carpet and Window Cleaning Services.”*

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

- 5.12) *Adopted Resolution No. 57-25 titled, “Approving the Agreement with Casey Printing for Printing and Bulk Mail Preparation Services.”*

This item was pulled from the consent calendar by Vice Mayor Qaadri for clarifying questions.

By consensus, the City Council directed Staff to look at including key performance metrics in future agreements with vendors.

On a motion by Councilmember Josey, seconded by Councilmember McCorriston, and by unanimous roll call vote, the City Council adopted the Consent Calendar items 5.3, 5.5, 5.8, and 5.12.

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

- 5.17) *Adopted Resolution No. 59-25 titled, “Authorizing a Special Designation of General Fund Committed Reserves for Fiscal Year 2024-25 and confirm changes to General Fund Assigned Reserves.”*

This item was pulled from the Consent Calendar for discussion.

On a motion by Councilmember Josey, seconded by Councilmember McCorriston, and by a four-to-one roll call vote, the City Council adopted the Consent Calendar item 5.17.

RESULT:	ADOPTED [4-1]
MOVED BY:	Jean Josey, Councilmember
SECOND:	Michael McCorriston, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri
NOES:	Morada

6) **PUBLIC HEARING**

6.1) **Legislation/Housing Element Implementation – Zoning Ordinance Amendments (PLPA-004154-2025)**

The City Council received a presentation regarding City-initiated amendments to the Zoning Ordinance to implement recent changes in state law and certain programs of the General Plan Housing Element.

Vice Mayor Qaadri opened the Public Hearing. Upon receiving no public comment Vice Mayor Qaadri closed the Public Hearing.

On a motion by Councilmember McCorriston, seconded by Councilmember Josey, and by unanimous roll call vote, the City Council waived the reading and introduced an Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers), with corrections as presented by Staff.

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

7) **UNFINISHED BUSINESS**

7.1) **Proposed Fiscal Year 2025-26 Budget**

The City Council received a presentation regarding the Proposed Budget for Fiscal Year 2025-26 and related salary plans.

Vice Mayor Qaadri opened the public comment period. Upon receiving no public

comment, Vice Mayor Qaadri closed the public comment period.

On a motion by Councilmember McCorriston, seconded by Councilmember Josey, and by unanimous roll call vote, the City Council adopt Resolution No. 61-25 titled, “Adopting a Budget for the City of Dublin for Fiscal Year 2025-26”; Resolution No. 62-25 titled, “Establishing a Salary Plan for Full-Time Personnel in Accordance with the Personnel Rules”; Resolution No. 63-25 titled, “Establishing a Salary Plan for Management Positions Exempt from Competitive Services”; and Resolution No. 64-25 titled, “Amending the Classification Plan.”

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

7.2) Five-Year Capital Improvement Program 2024-2029 Update

The City Council received a presentation regarding proposed updates to the Five-Year Capital Improvement Program 2024-2029, which includes capital project funding from Fiscal Year 2024-25 through Fiscal Year 2028-29.

Vice Mayor Qaadri opened the public comment period.

Guy Houston provided public comment.

Vice Mayor Qaadri closed the public comment period.

On a motion by Councilmember Josey, seconded by Councilmember Morada, and by unanimous roll call vote, the City Council adopted Resolution No. 65-25 titled, “Adopting the Five-Year Capital Improvement Program 2024-2029 Update.”

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

Vice Mayor Qaadri called for a break at 9:24 PM.

Vice Mayor Qaadri reconvened the meeting at 9:30 PM.

8) NEW BUSINESS

8.1) 2025 Dublin Community Survey

The City Council received a presentation on the results from the 2025 Dublin Community Survey.

9) CITY MANAGER AND CITY COUNCIL REPORTS

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

By consensus, the City Council directed Staff to bring a report back to a future meeting regarding the cost to the City for services related to safe and sane fireworks.

10) ADJOURNMENT

Vice Mayor Qaadri adjourned the meeting at 10:46 PM.

Mayor

ATTEST:

City Clerk



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Second Reading of an Ordinance Amending Chapter 4.04 (Business Registration) of the Dublin Municipal Code
Prepared by: Felicia Escover, Economic Development Manager

EXECUTIVE SUMMARY:

The City Council will consider adopting an Ordinance amending Dublin Municipal Code Chapter 4.04, which governs the City's business registration program. These updates are intended to improve clarity, enhance operational efficiency, and support a better customer experience for businesses. The City Council waived the first reading and introduced the Ordinance on June 17, 2025, and is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background

On June 17, 2025, the City Council waived the reading and introduced an ordinance (Attachment 1) to amend Chapter 4.04 of the Dublin Municipal Code. The proposed ordinance updates to Chapter 4.04 of the Dublin Municipal Code are part of a broader effort to modernize and streamline the City's Business Registration Program. These changes align with the City Council's adopted Economic Development Strategy and follow the transition to a new business license software platform administered by HdL Companies.

Following a comparative review of other jurisdictions and input from HdL, the ordinance amendments aim to:

- Transition to an anniversary-based renewal cycle.
- Maintain full annual fees regardless of registration date.
- Implement a simplified, flat penalty structure.
- Clarify and limit exemption categories to those required by law.

Additional revisions proposed by Staff include updated definitions, expanded enforcement provisions, and clearer processes for revocation and amendments. Together, these updates are intended to improve clarity, consistency, and ease of administration, while supporting a more business-friendly environment. If adopted, Staff will implement the changes in coordination with HdL, update related procedures and materials, and notify impacted businesses to ensure a smooth transition.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin.
Objective A: Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Ordinance Amending Section 4.04 of the Dublin Municipal Code, Related to Business Registration
- 2) Exhibit A to the Ordinance – Amendments to Section 4.04 of the Dublin Municipal Code, Related to Business Registration

ORDINANCE NO. XX – 25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING SECTION 4.04 OF THE DUBLIN MUNICIPAL CODE, RELATED TO BUSINESS REGISTRATION

WHEREAS, the City of Dublin requires all businesses operating within its jurisdiction to register in accordance with Chapter 4.04 of the Dublin Municipal Code; and

WHEREAS, the City administers its Business Registration Program through the Office of Economic Development, including registrations for commercial businesses, home occupations, massage establishments, and out-of-city businesses operating within Dublin; and

WHEREAS, on February 18, 2025, the City Council approved a Contractor Services Agreement with Hinderliter de Llamas & Associates (HdL) for business license software and administration services to replace the Energov Permitting and Licensing (EP&L) system, which had presented administrative and user experience challenges; and

WHEREAS, City staff and HdL conducted a comprehensive review of Dublin Municipal Code Chapter 4.04 to identify policy updates and process improvements that align with the City's new software system, modernize operations, and enhance service delivery; and

WHEREAS, the recommended amendments improve clarity, increase operational efficiency, and align the business registration program with best practices used in other jurisdictions; and

WHEREAS, the proposed amendments are consistent with Goal 6 of the City Council-adopted Economic Development Strategy to strengthen startup and growth opportunities for small businesses by pursuing improvements to City processes.

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

Section 1. Chapter 4.04 of the Dublin Municipal Code is hereby amended to revise the City's Business Registration requirements as shown in **Exhibit A**.

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

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

[Signatures on the following page]

PASSED, APPROVED AND ADOPTED this 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

Chapter 4.04

BUSINESS REGISTRATION

Sections:

- 4.04.010 Purpose—Authority.
- 4.04.020 Definitions.
- 4.04.030 Registration fees—Limitations on effect of license.
- 4.04.040 Provisions not exclusive.
- 4.04.050 Business registration fee required—Exceptions.
- 4.04.060 Exemptions—Generally.
- 4.04.190 Evidence of doing business.
- 4.04.200 Branch establishments—Separate licenses.
- 4.04.205 Master license—Festival organizers.
- 4.04.210 License—Contents—Issuance conditions.
- 4.04.220 Application—First license.
- 4.04.225 Application—Amendments.
- 4.04.230 Application—Renewal license.
- 4.04.240 Payment—Time and method.
- 4.04.250 Business registration fee.
- 4.04.270 Denial and Revocation of license—Grounds.
- 4.04.280 Transferability—Change of ownership or location.
- 4.04.300 Posting and display of licenses.
- 4.04.310 Collector’s powers—Filing deadline.
- 4.04.320 Business registration fee—Penalty.
- 4.04.330 Doing business without license does not waive requirements.
- 4.04.340 Enforcement authority—Inspection of premises.
- 4.04.350 Appeal procedure.
- 4.04.360 Violations—Infraction.
- 4.04.370 Violation—Remedies cumulative.
- 4.04.380 First license required by October 1, 1990.

4.04.010 Purpose—Authority.

This chapter is enacted to register businesses, trades, occupations and professions in the city of Dublin solely for the purpose of regulation and is enacted pursuant to Business and Professions Code Sections 460 and 16000 and California Constitution Article XI, Section 7. (Ord. 10-90 § 1)

4.04.020 Definitions.

For the purposes of this chapter, the following definitions shall apply:

“Business” means and includes professions, trades and occupations, and all and every kind of calling, whether or not carried on for profit.

“City” means the city of Dublin, a municipal corporation of the state of California.

“Collector” means the Finance Director or any other person the City Manager may designate to administer the business registration program.

“Engaging in business” means commencing, conducting or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

“Person” and “persons” means and includes all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, trusts, societies and individuals acting and carrying on any business in the city, other than as an employee. “Person” and “persons” shall also include the operator of a festival, fair, farmers’ market or similar event for which one person (the “organizer”) obtains required permits and licenses

and which includes other persons who sell or offer to sell goods and/or food at the event (“purveyors”) through contract with the organizer or otherwise. (Ord. 11-20 § 2; Ord. 10-98 § 1; Ord. 10-90 § 2)

4.04.030 Registration fees—Limitations on effect of license.

The terms “license” and “registration,” as used herein, shall not be construed to mean a permit. The fees prescribed by Section 4.04.210 of this chapter do not constitute a tax for revenue purposes, but are regulatory fees. The payment of a business registration fee required by this chapter and its acceptance by the city, and the issuance of such license to any person, shall not entitle the holder thereof to carry on any business unless he or she has complied with all of the requirements of this chapter and all other applicable laws, nor to carry on any business in any building or any premises designated in such license in the event that such building or premises are situated in a zone or locality in which the conduct of such business is in violation of any law. (Ord. 10-90 § 3)

4.04.040 Provisions not exclusive.

Persons required to pay a business registration fee for transacting and carrying on any business under this chapter shall not be relieved from the payment of any license fee or permit for the privilege of doing such business required under any other ordinance of the city, and shall remain subject to the regulatory provisions of other ordinances. (Ord. 10-90 § 4)

4.04.050 Business registration fee required—Exceptions.

A. There are imposed upon the businesses, trades, professions, calling and occupations specified in this chapter business registration fees in the amounts set forth in Section 4.04.250. It is unlawful for any person to transact, carry on and/or engage in any business, trade, profession, calling or occupation in the city without first having procured a license from the city to do so and paying the prescribed business registration fee, and without complying with any and all applicable provisions of this chapter.

B. This section shall not be construed to require any person to obtain a license prior to doing business within the city if such requirement conflicts with applicable statutes of the United States or of the state of California. Persons not so required to obtain a license prior to doing business within the city nevertheless are encouraged to comply with the reporting requirements of this chapter as set forth in Section 4.04.220. (Ord. 10-90 § 5)

4.04.060 Exemptions—Generally.

A. Any person claiming an exemption shall submit to the Collector, upon a form provided by the Collector, a request for such exemption and statement of the facts upon which exemption is claimed, and in the absence of such request and statement substantiating the claim, such person shall be liable for the payment of the fees imposed by this chapter. (Ord. 11-20 § 3; Ord. 10-90 § 6)

B. Any business that is exempt from business license fees or local regulatory licensing under federal or state law shall be exempt from local business registration fees that would otherwise apply under this program.

4.04.190 Evidence of doing business.

When any person makes use of signs, circulars, cards, telephone books or newspapers, websites, social media platforms, and advertises, holds out or represents that he or she is in business in the city, or when any person holds an active license or permit issued by a governmental agency indicating that he or she is in business in the city, and such person fails to deny by an affidavit sworn to before a person authorized to take oaths or a declaration or certificate under penalty of perjury given to the Collector that he or she is conducting a business in the city, after being requested to do so by the Collector, then these facts shall be considered prima facie evidence that he or she is conducting a business in the city. (Ord. 11-20 § 4; Ord. 10-90 § 19)

4.04.200 Branch establishments—Separate licenses.

A separate license must be obtained for each branch establishment or location of the business transacted and carried on, and for each separate type of business at the same location, and each license shall authorize the licensee to transact and carry on only the business licensed thereby at the location or in the manner designated in such license; provided, that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments, and provided further that only one (1) license is required for the rental or lease of real property within the city regardless of the number of locations or units of real property being rented or leased. (Ord. 12-91 § 2)

4.04.205 Master license—Festival organizers.

The organizer of a festival, fair, farmers' market or similar event shall obtain a master license for himself and all purveyors of goods and/or food who will participate in the event. No individual purveyors shall be required to obtain a separate license. (Ord. 10-98 § 2)

4.04.210 License—Contents—Issuance conditions.

Every person required to have a license under the provisions of this chapter shall make application as hereinafter prescribed for the same to the Collector, and upon the payment of the prescribed business registration fee, the Collector shall issue to such person a license, which shall contain the following information:

- A. The name of the person to whom the license is issued;
- B. The name of the business licensed;
- C. The place where such business is to be transacted and carried on;
- D. The date of the expiration of such license; and
- E. Such other information as may be necessary for the enforcement of the provisions of this chapter. (Ord. 10-90 § 21)

4.04.220 Application—First license.

A. Upon a person making application for the first license to be issued under this chapter, or for a newly established business, such person shall furnish to the Collector, upon a form provided by the Collector, the following information:

- 1. The exact nature or kind of business for which a license is requested;
 - 2. The place where such business is to be carried on, along with all required documentation confirming approval to operate at that site, and if the business is not to be conducted at a permanent place of business, the residential addresses of the business owners shall also be provided;
 - 3. In the event that application is made for issuance of a license to a person doing business under a fictitious name, the application shall set forth the names and places of business of those owning the business;
 - 4. In the event that the application is made for the issuance of a license to a corporation or a partnership, the application shall set forth the names and places of business of the officers or partners thereof;
 - 5. For established and operating businesses: the daily average number of employees employed in furtherance of the business being licensed during the ninety (90) day period preceding the date of application. For new businesses: the daily average number of employees anticipated to be employed to conduct the business during the ninety (90) day period following the date of the application;
 - 6. In the event the application is made for issuance of a master license to a festival organizer, the application shall set forth the names and addresses of all purveyors, and the goods and/or food to be purveyed;
 - 7. Any further information which the Collector may require to enable him or her to issue the license.
- B. The Collector shall not issue to any such person another license for the same or any other business until such person has furnished to him or her the information required by subsection A of this section and paid the business registration fee as herein required. (Ord. 11-20 § 5; Ord. 10-98 § 3; Ord. 10-90 § 22)

4.04.225 Application—Amendments.

A. If any information provided in the application filed with the city changes, or if the business ceases operations, the applicant shall report these changes to the city within seven days of such changes or cessation..

B. Amendments shall not be used to change the business location or ownership. Any such changes must follow the procedures outlined in Section 4.04.280.

4.04.230 Application—Renewal license.

A. The applicant for the renewal of a license shall submit to the Collector, on or before the expiration date of the license, the applicable renewal fee and, on a form provided by the Collector, the information described in Section 4.04.220. (Ord. 11-20 § 6; Ord. 10-90 § 23)

B. All licenses shall be valid through the last day of the month preceding the one-year anniversary of the date of issuance, unless revoked, suspended, or otherwise subject to a different expiration period under the terms of the individual license.

4.04.240 Payment—Time and method.

Unless otherwise specifically provided, all annual business registration fees under the provisions of this chapter shall be due and payable in advance on the first day of October of each year. (Ord. 10-90 § 24)

4.04.250 Business registration fee.

The business registration fees, which are found to be commensurate with the cost of issuance of the license, shall be as fixed by the City Council by resolution. (Ord. 2-18 § 1(A); Ord. 10-98 § 4; Ord. 10-90 § 25)

4.04.270 Denial and Revocation of license—Grounds.

A business license may be denied or revoked by the Collector for any of the following causes:

- A. The application is incomplete, not submitted on the required form, or contains materially false information;
- B. The applicant or licensee has failed to comply with the requirements of this chapter or other applicable provisions of the Dublin Municipal Code, including but not limited to zoning, land use, or building regulations;
- C. The business premises or associated vehicle is unsafe, inadequate, or noncompliant with applicable laws or codes;
- D. The applicant or licensee has outstanding administrative citations or unresolved code violations;
- E. The business would interfere with or unreasonably obstruct the free flow of vehicular traffic, or with other means of travel on any public street, or with pedestrian traffic on the sidewalks;
- F. Required permits from the City or other agencies have not been obtained; or
- G. The proposed or ongoing business activity violates local, state, or federal law or will interfere with the preservation of the public peace, health, safety or welfare of the public. (Ord. 10-90 § 27)

4.04.280 Transferability—Change of ownership or location.

No license issued pursuant to this chapter shall be transferable; provided, that where a license is issued authorizing a person to transact and carry on a business at a particular place, such licensee may, upon application therefor, have the license amended to authorize the transacting and carrying on of such business under the license at some other location to which the business is or is to be moved. Provided further, that transfer, whether by sale or otherwise, to another person under such circumstances that the real or ultimate ownership after the transfer is substantially similar to the ownership existing before the transfer shall not be prohibited by this section, provided application is made for transfer of the license and a fee to the Collector in an amount as fixed by the City Council by resolution. (Ord. 2-18 § 1(C); Ord. 12-91 § 3; Ord. 10-90 § 28)

4.04.300 Posting and display of licenses.

A. Any licensee transacting and carrying on business at a fixed place of business in the city shall keep the license posted in a conspicuous place upon the premises where such business is carried on.

B. Any licensee transacting and carrying on business but not operating at a fixed place of business in the city shall keep the license upon his or her person or in the vehicle used for the business at all times while transacting and carrying on the business for which it is issued. (Ord. 10-90 § 30)

4.04.310 Collector's powers—Filing deadline.

A. In addition to all other power conferred upon him, the Collector shall have the power, for good cause shown, to extend the time for filing any required application for a period not exceeding thirty (30) days, and in such case to waive any penalty that would otherwise have accrued.

B. For the purposes of regulation under this chapter, the Collector shall also have the power to determine whether or not a person is engaged in business in the city when such question arises as a result of an occasional or a single isolated transaction during the course of one (1) or more calendar years. (Ord. 11-20 § 7; Ord. 10-90 § 31)

4.04.320 Business registration fee—Penalty.

A. A penalty of twenty-five percent (25%) of the unpaid business registration fee shall be added for each month or portion thereof that the fee remains unpaid, beginning thirty (30) days after the license's expiration date. Penalties shall continue to accrue monthly at this rate, up to a maximum total penalty equal to one hundred percent (100%) of the original registration fee.

B. In addition, on the first day of each month that the registration fee remains unpaid, interest in the amount of 1.5% of the delinquent amount excluding penalties and previously accrued interest shall be added to the amount due.

C. The amount of any business registration fee and penalty imposed by the provisions of this chapter shall be deemed a debt to the city but may be reduced or waived, in the discretion of the Collector or on appeal, where appropriate. An action may be commenced in the name of the city in any court of competent jurisdiction for collection of such amounts. (Ord. 12-91 § 6)

4.04.330 Doing business without license does not waive requirements.

The conviction and punishment of any person for transacting any business without a license shall not excuse or exempt such person from the payment of any fee due or unpaid at the time of such conviction, and nothing herein shall prevent a criminal prosecution of any violation of the provisions of this chapter. (Ord. 10-90 § 33)

4.04.340 Enforcement authority—Inspection of premises.

A. It shall be the duty of the Collector, and they are hereby directed, to enforce each and all of the provisions of this chapter, and Collector or designees shall render such assistance in the enforcement hereof as may from time to time be required by the Collector.

B. The Collector, in the exercise of the duties imposed upon him or her hereunder, and acting through his or her deputies or duly authorized assistants, shall examine or cause to be examined all places of business in the city to ascertain whether the provisions of this chapter have been complied with. Absent consent to enter the premises, the Collector shall request the City Attorney to obtain the necessary judicial authority for entry and inspection.

C. The Collector, and each and all of their designees and peace officers shall have the power and authority (upon obtaining an inspection warrant therefor) to enter, free of charge, and at any reasonable time, any place of business required to be licensed herein, and demand an exhibition of its license. Any person having such license theretofore issued, in his or her possession or under control, who willfully fails to exhibit the same on demand, is guilty of an infraction, and subject to the penalties provided for by the provisions of this chapter. (Ord. 12-91 § 5; Ord. 10-90 § 34)

4.04.350 Appeal procedure.

Any person aggrieved by any decision of the Collector with respect to the issuance, refusal, or revocation of such license may appeal to the City Manager pursuant to the provisions of Section 1.04.050 of this code. (Ord. 10-90 § 35)

4.04.360 Violations—Infraction.

Violation of the provisions of this chapter shall be an infraction. Upon determination by the Collector or any other city enforcement officer that a violation of this chapter has taken place, the officer is authorized to issue an

administrative citation that may result in administrative fines in accordance with Chapter 1.06 of the Dublin Municipal Code. (Ord. 10-90 § 36)

4.04.370 Violation—Remedies cumulative.

All remedies prescribed hereunder shall be cumulative and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof. (Ord. 10-90 § 37)

4.04.380 First license required by October 1, 1990.

Notwithstanding the provisions of Sections 4.04.240 and 4.04.260, no license shall be required under this chapter and no business registration fee shall be due until October 1, 1990. (Ord. 10-90 § 39)



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Legislation/Housing Element Implementation – Zoning Ordinance Amendments (PLPA-004154-2025)
Prepared by: Kristie Wheeler, Special Projects Manager

EXECUTIVE SUMMARY:

On June 17, 2025, the City Council considered City-initiated amendments to the Zoning Ordinance to implement recent changes in state law and certain programs of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). In addition, the proposed amendments include a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). On June 17, 2025, the City Council waived the first reading and introduced the Ordinance amending the Zoning Ordinance. The City Council is now requested to waive the second reading and adopt the proposed Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers).

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City has initiated amendments to the Zoning Ordinance to ensure that it complies with state law and provides timely and effective implementation of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). The proposed amendments also include the addition of a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers).

On June 17, 2025, the City Council waived the first reading and introduced the Ordinance approving the proposed Zoning Ordinance Amendments as provided in Attachment 1. The June 17, 2025 City Council staff report is included as Attachment 2. The City Council will now consider adopting the Ordinance.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment and are not subject to CEQA review.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability.

Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

- 1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers)
- 2) City Council Staff Report dated June 17, 2025 (without attachments)

ORDINANCE NO. XX - 25**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF DUBLIN**

**APPROVING AMENDMENTS TO DUBLIN MUNICIPAL CODE CHAPTER 8.08 (DEFINITIONS), CHAPTER 8.12 (ZONING DISTRICTS AND PERMITTED USES OF LAND), CHAPTER 8.36 (DEVELOPMENT REGULATIONS), CHAPTER 8.38 (REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES), CHAPTER 8.64 (HOME OCCUPATIONS REGULATIONS), CHAPTER 8.68 (INCLUSIONARY ZONING REGULATIONS), CHAPTER 8.76 (OFF-STREET PARKING AND LOADING REGULATIONS), CHAPTER 8.81 (SB 9 UNIT DEVELOPMENTS), CHAPTER 8.104 (SITE DEVELOPMENT REVIEW), CHAPTER 8.116 (ZONING CLEARANCE) AND CHAPTER 8.132 (NOTICE AND HEARINGS), AND THE ADDITION OF CHAPTER 8.49 (LOW-BARRIER NAVIGATION CENTERS)
(PLPA-004154-2025)**

The Dublin City Council does ordain as follows:

SECTION 1. RECITALS

- A. The City occasionally initiates amendments to the Dublin Municipal Code to clarify, add, or amend certain provisions to ensure that it remains current with federal and state law, internally consistent, simple to understand and implement, and relevant to changes occurring in the community.
- B. Staff has initiated amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). In addition, the proposed amendments include a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). The proposed amendments (the "Project") would implement recent changes in state law and certain programs contained in the General Plan Housing Element.
- C. The Project would implement Assembly Bill (AB) 626, Senate Bill (SB) 450, AB 2085 and AB 2904. In addition, the Project would implement General Plan Housing Element Programs B.4: Inclusionary Zoning Regulations, E.3: Reasonable Accommodations, E.4: Low-Barrier Navigation Centers, and E.6: Farmworker and Employee Housing.
- D. The Planning Commission held a duly noticed public hearing on May 27, 2025, during which all interested persons were heard, and adopted Resolution No. 25-02 recommending that the City Council approve the Project.
- E. A Staff Report was submitted to the Dublin City Council recommending approval of the Project.
- F. The City Council held a public hearing on June 17, 2025, at which time all interested persons had an opportunity to be heard.

- G. Proper notice of said hearing was given in all respects as required by law.
- H. The City Council did hear and consider all said reports, recommendations, and testimony set forth above and used its independent judgement to evaluate the Project.

SECTION 2: FINDINGS

- A. Pursuant to Dublin Municipal Code Section 8.120.050.B., the City Council hereby finds that the Project is consistent with the General Plan in that the proposed Zoning Ordinance Amendments are necessary to comply with state law and implement programs identified in the Housing Element. Specifically, the proposed Zoning Ordinance Amendments would implement AB 626, SB 450, AB 2085 and AB2904 and Housing Element Programs B.4: Inclusionary Zoning Regulations, E.3: Reasonable Accommodations, E.4: Low-Barrier Navigation Centers and E.6: Farmworker and Employee Housing.
- B. The California Environmental Quality Act ("CEQA"), together with the State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The City Council finds that the Project is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) as the Project would not result in any physical changes and it can be seen with certainty that there is no possibility that the Project would have a significant effect on the environment and is not subject to CEQA review.

SECTION 3: AMENDMENT TO CHAPTER 8.08

Dublin Municipal Code Section 8.08.020 is amended to delete the definition of Farm Mobile Home (use type).

Dublin Municipal Code Section 8.08.020 is amended to add the following definitions:

Agricultural Employee. The term Agricultural Employee shall mean an individual, operator, or owner who is primarily engaged in agricultural operations and derives a substantial portion of their income from such operations.

Agricultural Operation. The term Agricultural Operation shall mean farming and ranching in all its forms.

Low-Barrier Navigation Center (use type). The term Low-Barrier Navigation Center shall mean a housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. A Low-Barrier Navigation Center may be non-congregate and relocatable. "Low barrier" means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

- a. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
- b. Pets.
- c. The storage of possessions.

- d. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

Microenterprise Home Kitchen Operations (use type). The term Microenterprise Home Kitchen Operations (MEHKO) shall mean a retail food facility that is operated by a resident in a private home where food is stored, handled, and prepared for service or delivery to customers, and that meets all the requirements of Health and Safety Code Section 113825, as may be amended.

Reproductive Health Services (use type). The term Reproductive Health Services shall mean services provided in a hospital, clinic, physician's office, or other facility and include medical, surgical, counseling, or referral services relating to the human reproductive system, including services relating to pregnancy or the termination of a pregnancy.

Dublin Municipal Code Section 8.08.020 is amended to amend the following definitions:

Agricultural Employee Housing (use type). The term Agricultural Employee Housing shall mean housing accommodation that is available to agricultural employees who are employed on a full-time or seasonal/temporary basis, and their families. Agricultural Employee Housing may consist of individual or group living quarters, and may include dwellings, mobile homes, manufactured homes, or other housing accommodations. Agricultural Employee Housing provides individual or shared living, sleeping, eating, cooking, and sanitation facilities, including a full kitchen and bathroom and is maintained in connection with any work or place where work is being performed whether or not rent is involved. Agricultural Employee Housing shall not be in addition to a Caretaker Residence.

Caretaker Residence (use type). The term Caretaker Residence shall mean permanent or temporary housing that is secondary or accessory to the primary use of the property. Such dwellings are used for housing a caretaker employed full-time on the site of a non-residential use where a caretaker is needed for security purposes or to provide 24-hour care or monitoring of facilities, equipment, or other conditions on the site. A Caretaker Residence shall not be in addition to Agricultural Employee Housing.

SECTION 4. AMENDMENT TO CHAPTER 8.12

Dublin Municipal Code Section 8.12.050 is amended to delete Farm Mobile Home (use type) from the land use matrix and amend portions of the land use matrix as follows:

8.12.050 Permitted and Conditionally Permitted Land Uses.

COMMERCIAL USE TYPE	A	R-1	R-2	R-M	C-O	C-N	C-1	C-2	M-P	M-1	M-2
Agricultural Employee Housing	P ⁵ C/ZA ₅	P ⁶									
Low-Barrier Navigation Center ⁷	-	-	-	-	-	-	-	-	-	-	-
Microenterprise Home Kitchen Operation	P	P	P	P	-	-	-	-	-	-	-
Reproductive Health Services	-	-	-	-	P	P	P	P	P	P	P

⁵Housing consisting of up to 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household is permitted as an agricultural land use. A conditional use permit by the Zoning Administrator is required for housing consisting of more than 36 beds in a group quarters or more than 12 units or spaces designed for use by a single family or household.

⁶Permitted for six or fewer agricultural employees in a single-family residence.

⁷Permitted in the Downtown Dublin Zoning Districts, and in the Planned Development (PD) Zoning District, if the approved PD allows mixed-use or is a commercial PD permitting multifamily uses.

SECTION 5. AMENDMENT TO CHAPTER 8.36

Dublin Municipal Code Section 8.36.020 is amended to add the following:

8.36.020 Agricultural and Residential Development Regulations.

C. All new single-family residential development shall comply with the objective design standards below. Additions to single-family residences shall also comply with the objective design standards for the portion of the residence that is the proposed addition. If there is a question about the applicability of an objective design standard to a proposed addition, the Community Development Director shall make a determination. Any deviation from these standards may be reviewed through the discretionary Site Development Review process if it can be shown that the intent of the standard is met through other means.

1. Balconies/Decks. Balconies and decks shall not be located on an elevation directly facing a side lot line. Rooftop terraces/rooftop decks are not permitted.

2. Building Facades and Materials.

a. Front elevations shall provide volumetric elements with a minimum projection of two feet beyond the plane of the facade with use of window bays, building recesses, or porches with columns. A minimum of one projection shall be provided per story.

b. A minimum of four feet of landscaping shall be provided adjacent to the foundation of the street facing facade or porch, unless the property is in a special fire area with more restrictive standards.

c. A minimum of three exterior building colors shall be used on the front facade.

- d. Material and color changes shall occur at inside corners of walls or at architectural features that break up the wall plane
- e. Facades that use stucco as the primary material shall be combined with a secondary wall material.
- f. T-111 and similar plywood siding, corrugated and standing seam metal, and vinyl and plastic siding shall be prohibited, except for an addition to an existing single-family residence that has these as existing materials.
- g. Fire-resistant alternatives, such as fiber cement siding, are permitted as a substitution for traditional materials such as wood shake, horizontal siding, or board and batten paneling.

3. Building Separation. A minimum separation of 15 feet shall be provided between a proposed upper story and an existing single-story or multi-story structure on an adjacent property.

4. Fenestration. Windows and glazing areas shall comply with the following:

- a. Tinted windows and colored glazing are prohibited.
- b. Plastic glazing shall be prohibited for windows and skylights.
- c. Functional and decorative shutters shall maintain the same dimensions as the associated glazing. Functional and decorative shutters shall be half the width of the associated window glazing (for paired shutters), or matching width for a single shutter.
- d. Window materials, color, and style shall be consistent on all elevations.
- e. Window trim, sills, and shutters shall be differentiated with accent materials or colors that vary from the adjacent building wall surfaces.
- f. Window reveals and design for additions shall match the existing windows. For new construction, windows shall be recessed at least two inches from surrounding exterior wall to the window glass surface or windows shall provide built-up sills and trim, at a minimum one-half inch thick, to create surface relief and texture.

5. Garages.

- a. Front- or side-entry attached garages are permitted and shall meet the dimensional requirements specified in Chapter 8.76.
- b. An attached, front-entry garage shall be set back at least four feet behind the front plane of the structure to which it is attached.
- c. Garage doors located in stucco walls shall be recessed a minimum of three inches from the surrounding building wall.
- d. Garage doors located in masonry, wood clad, or similar siding shall provide surrounding trim with a minimum width of three inches.

6. Impervious Area. Front and street side yard setbacks shall be limited to a total of 40 percent impervious coverage.

7. Lighting. Lighting shall comply with the following:

- a. Light fixtures shall be mounted below the second story of two-story homes, unless otherwise required by the Building Code.

- b. Light fixtures shall be designed to direct light downward and shielded from off-site view.

8. Mechanical Equipment. Mechanical and utility equipment shall be concealed from view from the public right-of-way. With the objective of fully screening the equipment, ground-mounted equipment shall be screened by a combination of walls or fencing and landscaped plant material up to a maximum height of four feet.

9. Refuse Containers. Refuse containers or areas shall not be located within private driveways.

10. Roof.

- a. Roofs that result from alteration or addition to an existing main structure shall match the existing form and materials of the main structure.
- b. Roof material and color shall be consistent throughout the entirety of the roof within each new or modified building. Nondimensional three-tab asphalt shingles, wood shake, corrugated metal, metal roll, and plastic roofing materials shall be prohibited, except for an addition to an existing single-family residence that has an existing roof with one of these roof materials.
- c. Fire-resistant alternatives, such as cement S-tile roofing, are permitted as a substitution for traditional materials such as clay tile.
- d. New structures that have a sloped roof shall provide a roof that has a minimum slope of 3:12. A sloped roof shall be defined as a gable, hip, cross gable roof, or any combination thereof. Mansard roofs shall be prohibited. Flat roofs that reflect modern architecture are allowed.
- e. A minimum of 25 percent of the roof area shall be articulated with any combination of hip, gable, or shed dormers, except for a flat roof that is proposed with modern architecture.
- f. Where there is a roof overhang, it shall be a minimum of 12 inches.
- g. The roof styles and materials of detached garages and carports shall match the materials and detailing of main and accessory structures.

11. Stairs. Notwithstanding provisions in Chapter 8.36, stairs leading to an upper story shall not be allowed on a front or side building facade.

SECTION 6. AMENDMENT TO CHAPTER 8.38

Dublin Municipal Code Section 8.38.050 is amended to read as follows:

8.38.050 Development Standards and Regulations.

C. Design Compatibility. Any exterior modification to the dwelling shall use the same colors materials and textures as the existing dwelling.

D. Uncovered Access Ramp. An uncovered access ramp may be located within a front, side or rear yard setback so long as the height of the ramp does not exceed the grade level finish floor of the dwelling.

Dublin Municipal Code Section 8.38.060 is amended to read as follows:

8.38.060 Other Discretionary Permits.

No other discretionary permit shall be required for requests for reasonable accommodations. If the project for which the reasonable accommodations is being requested also requires a discretionary approval (such as a Conditional Use Permit, General Plan Amendment, Rezoning, or subdivision map), the applicant shall submit the request for reasonable accommodations application first for a determination by the Community Development Director, before proceeding with the other applications.

Dublin Municipal Code Section 8.38.070 is amended to read as follows:

8.38.070 Zoning Clearance.

In deciding whether to approve a Zoning Clearance for a request for reasonable accommodations, the Community Development Director shall base the decision on the following criteria:

SECTION 7. ADDITION OF CHAPTER 8.49

Dublin Municipal Code Chapter 8.49 is added to read as follows:

Chapter 8.49 LOW-BARRIER NAVIGATION CENTERS

8.49.010 Purpose and Intent.

The purpose of this Chapter is to establish development standards for Low-Barrier Navigation Centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law.

8.49.020 Permitting Procedure.

A Low-Barrier Navigation Center that meets the Development Standards and Regulations contained within this Chapter shall be approved ministerially with a Zoning Clearance and without discretionary review or a public hearing.

8.49.030 Development Standards and Regulations.

A Low-Barrier Navigation Center development is permitted in the Downtown Dublin Zoning Districts, and in the Planned Development (PD) Zoning District, if the approved PD allows mixed-use or is a commercial PD permitting multifamily uses. Any PD regulations that might be interpreted to require a Conditional Use Permit for a Low-Barrier Navigation Center shall be superseded by this Chapter. Low-Barrier Navigation Centers must meet the following requirements:

A. Connected Services. The Low-Barrier Navigation Center offers services to connect people to permanent housing through a services plan that identifies services staffing.

B. Coordinated Entry System. The Low-Barrier Navigation Center is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

C. Code Compliant. The Low-Barrier Navigation Center complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

D. Homeless Management Information System. The Low-Barrier Navigation Center has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

8.49.040 Zoning Clearance.

A Zoning Clearance shall document compliance of the Low-Barrier Navigation Center with the above requirements and shall be kept on file in the Community Development Department for the duration of the operation of the Low-Barrier Navigation Center.

SECTION 8. AMENDMENT TO CHAPTER 8.64

Dublin Municipal Code Section 8.64.050 is amended to add the following:

8.64.050 Exclusions.

B. Microenterprise Home Kitchen Operations. Microenterprise Home Kitchen Operations (MEHKO) are subject to the requirements of Health and Safety Code Section 113825, as may be amended, and must obtain a permit from the Alameda County Department of Environmental Health prior to operating.

SECTION 9. AMENDMENT TO CHAPTER 8.68

Dublin Municipal Code Section 8.68.050.D. is amended to read as follows:

8.68.050 General Procedures for Implementing Inclusionary Zoning Requirements.

D. Selection Criteria. No household shall be permitted to occupy a unit that is required under this Chapter to be affordable unless the City or its designee has approved the household's eligibility. Eligible potential occupants of affordable units will be qualified on the basis of household income as defined by this Chapter. The selection criteria for a qualified household may not distinguish between adults and children. Selection of qualified person should be based on priorities established using the point system described below:

- Employed within the boundaries of the City of Dublin (3 points per household)
- Public Service employee working in the City of Dublin (1 point, one per household)
- Dublin resident (3 points per household)
- Seniors (1 point, one per household)
- Permanently disabled (1 point, one per household)
- Immediate family member of Dublin resident (1 point, one per household)
- Required to relocate from current Dublin residence due to demolition of dwelling or conversion of dwelling from rental to for-sale unit (1 point, one per household)
- Veterans (1 point, one per household)

To qualify as a "Public Service Employee," the person shall be employed by a Public Agency.

To qualify as “Employed within the boundaries of the City of Dublin,” the person shall have been employed within the City of Dublin for at least six months.

To qualify as a “Dublin resident,” the person shall have been a resident of the City of Dublin for at least a one-year period prior to the eligibility determination.

To qualify as a “Senior,” the person shall be 62 years of age or older.

SECTION 10. AMENDMENT TO CHAPTER 8.76

Dublin Municipal Code Section 8.76.080.B is amended to delete Farm Mobile Home and further amended as follows:

RESIDENTIAL USE TYPES	NUMBER OF PARKING SPACES REQUIRED
Agricultural Employee Housing	2 per dwelling

SECTION 11. AMENDMENT TO CHAPTER 8.81

Dublin Municipal Code Section 8.81.030 is amended to delete subsection E.

Dublin Municipal Code Section 8.81.060 is amended to delete subsections G.7, H. and U. and further amended to read as follows:

8.81.060 Standards.

B. Balconies/Decks. Balconies and decks shall not be located on an elevation directly facing a side lot line. Rooftop terraces/rooftop decks are not permitted.

C. Building Facades and Materials.

1. Street-Facing Elevations.

a. Shall provide volumetric elements with a minimum projection of two feet beyond the plane of the facade with use of window bays, building recesses, or porches with columns. A minimum of one projection shall be provided per story.

b. Shall be designed with a minimum four-foot landscaping zone adjacent to their foundation or porch, unless the property is in a special fire area with more restrictive standards.

4. Material and color changes shall occur at inside corners of walls or at architectural features that break up the wall plane.

6. T-111 and similar plywood siding, corrugated and standing seam metal, and vinyl and plastic siding shall be prohibited, except for an addition to an existing single-family residence that has these as existing materials.

E. Building Separation. A minimum separation of 15 feet shall be provided between a proposed upper story and an existing single-story or multi-story structure on an adjacent property.

H. Garages.

1. Front- or side-entry attached garages are permitted and shall meet the dimensional requirements specified in Chapter 8.76.
2. An attached, front-entry garage shall be set back at least four feet behind the front plane of the structure to which it is attached.
3. Garage doors located in stucco walls shall be recessed a minimum of three inches from the surrounding building wall.
4. Garage doors located in masonry, wood clad, or similar siding shall provide surrounding trim with a minimum width of three inches.

I. Impervious Area. Front and side yard setbacks shall be limited to a total of 40 percent impervious coverage.

J. Lighting. Lighting shall comply with the following:

1. Light fixtures shall be mounted below the second story of two-story homes, unless otherwise required by the Building Code.
2. Light fixtures shall be designed to direct light downward and shielded from off-site view.

K. Lot Coverage. The Lot Coverage for any combination of SB 9 Units and Primary Dwelling Unit shall be cumulatively limited to the maximum lot coverage allowed by the residential zoning district where the lot is located, except as required to meet the By Right Provisions of this Chapter.

L. Mechanical Equipment. Mechanical and utility equipment shall be concealed from view from the public right-of-way. With the objective of fully screening the equipment, ground-mounted equipment shall be screened by a combination of walls or fencing and landscaped plant material up to a maximum height of four feet.

M. Parking. Parking shall conform to the Off-Street Parking and Loading Regulations (Chapter 8.76) except as modified by this Chapter.

1. A minimum of one off-street parking space shall be provided per unit, except if the parcel is located within:
 - a. One-half mile walking distance of either a high-quality transit corridor, as defined in Public Resources Code Section 21155 or a major transit stop, as defined in the Public Resources Code Section 21064.3. The transit frequency shall be based on the schedule posted by the transit agency when the City issues the first “completeness” letter for the respective application for an SB 9 Unit Development; or
 - b. One block of a car share vehicle.
2. Parking spaces shall not be located within the minimum side and rear yard setbacks. Parking spaces within an enclosed structure are encouraged.

N. Refuse Containers. Refuse containers or areas shall not be located within private driveways.

O. Rental Restrictions. Rental of any SB 9 Units or Primary Dwelling Unit shall not be less than for 30 consecutive days. Prior to the construction of an SB 9 Unit, a deed restriction, in a form approved

by the City Attorney, shall be recorded setting forth this limitation, and that the deed restriction may be enforced against future purchasers.

P. Roof.

1. Roofs that result from alteration or addition to an existing main structure shall match the existing form and materials of the main structure.
2. Roof material and color shall be consistent throughout the entirety of the roof within each new or modified building. Nondimensional three-tab asphalt shingles, wood shake, and corrugated metal, metal roll, and plastic roofing materials shall be prohibited, except for an addition to an existing main structure that has an existing roof with one of these roof types.
3. Fire-resistant alternatives, such as cement S-tile roofing, are permitted as a substitution for traditional materials such as clay tile.
4. New structures that have a sloped roof shall provide a roof that has a minimum slope of 3:12. A sloped roof shall be defined as a gable, hip, cross gable roof, or any combination thereof. Mansard roofs shall be prohibited. Flat roofs that reflect modern architecture are allowed.
5. A minimum of 25 percent of the roof area shall be articulated with any combination of hip, gable, or shed dormers, except for a flat roof that is proposed with modern architecture.
6. Where there is a roof overhang, it shall be a minimum of 12 inches.
7. The roof styles and materials of detached garages and carports shall match the materials and detailing of main and accessory structures.

Q. Separate Connections.

1. All attached or detached SB 9 Units shall have separate utility connections and meters.
2. Any attached or detached Accessory Dwelling Unit that becomes reclassified to a Primary Dwelling Unit as a result of an SB 9 Unit Development shall have separate utility connections and meters.

R. Separate Conveyance. SB 9 Units shall be designed for separate conveyance, as defined in this Chapter, in accordance with applicable building and fire code requirements.

S. Stairs. Notwithstanding provisions in Chapter 8.36, stairs leading to an upper story shall not be allowed on a front or side building facade.

SECTION 12. AMENDMENT TO CHAPTER 8.104

Dublin Municipal Code Section 8.104.020 is amended to add the following:

8.104.020 Exemptions from Site Development Review.

L. Reproductive Health Services. Development of a community clinic providing reproductive health services provided that the development complies with all applicable objective design standards, would not require demolition of a historic structure, would not be located on a site described in Government Code Section 65913.4(a)(6), would not likely result in adverse impacts to tribal cultural resources, and would not require demolition of housing.

SECTION 13. AMENDMENT TO CHAPTER 8.116

Dublin Municipal Code Section 8.116.020 is amended to add the following:

8.116.020 Applications Requiring a Zoning Clearance.

M. Low-Barrier Navigation Centers. Requests to establish and operate a Low-Barrier Navigation Center that meet the standards specified in Chapter 8.49 (Low-Barrier Navigation Center).

SECTION 14. AMENDMENT TO CHAPTER 8.132

Dublin Municipal Code Section 8.132.030 is amended to read as follows:

8.132.030 Notice of Public Hearing.

A. Timing. Notice shall be given not less than 10 days before the date of a scheduled public hearing, except notice of a Zoning Ordinance Amendment affecting the permitted uses of real property or a Rezoning shall be given not less than 20 days before the date of a scheduled Planning Commission public hearing.

SECTION 15. 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 16. EFFECTIVE DATE

This Ordinance shall take effect 30 days following its adoption.

{Signatures on the following page}

PASSED AND ADOPTED BY the City Council of the City of Dublin, on this 15th day of July 2025,
by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



STAFF REPORT

CITY COUNCIL

DATE: June 17, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Legislation/Housing Element Implementation – Zoning Ordinance Amendments (PLPA-004154-2025)
Prepared by: Kristie Wheeler, Special Projects Manager

EXECUTIVE SUMMARY:

The City Council will consider City-initiated amendments to the Zoning Ordinance to implement recent changes in state law and certain programs of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). In addition, the proposed amendments include a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). The City Council will also consider an exemption from the requirements of the California Environmental Quality Act.

STAFF RECOMMENDATION:

Conduct a public hearing, deliberate, and adopt the **Ordinance** Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers).

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background

Periodically, the City initiates amendments to the Zoning Ordinance to ensure that it complies with changes in state law, implements the General Plan and remains internally consistent. Recent legislation requires amendments to the Zoning Ordinance to address microenterprise home kitchen operations (MEHKO), SB 9 unit development¹, community clinics that provide reproductive health care, and Planning Commission public notices.

In addition, the City Council approved the General Plan Housing Element in November 2022, and, subsequently, the State Department of Housing and Community Development (HCD) certified the Housing Element in January 2024. The Housing Element includes a number of programs that the City must implement, which require amendments to the Zoning Ordinance. This includes amendments to the City's reasonable accommodation regulations, the addition of procedures and regulations to process low-barrier navigation centers, and amendments to allow agricultural employee housing by-right.

Proposed Project

The City has initiated amendments to the Zoning Ordinance to ensure that it complies with state law and provides timely and effective implementation of the General Plan Housing Element. Amendments are proposed to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings). The proposed amendments also include the addition of a new chapter, Chapter 8.49 (Low-Barrier Navigation Centers). The proposed amendments would implement the following legislative bills:

- **Assembly Bill (AB) 626: Microenterprise Home Kitchen Operations.** AB 626 established "microenterprise home kitchen operations," also referred to as MEHKO, as a new type of retail food facility operated by the resident of a private home kitchen.
- **Senate Bill (SB) 450: Amendments to California HOME Act (SB 9).** SB 450 stipulates that local agencies cannot impose objective zoning, subdivision and design standards on SB 9 unit developments that do not apply uniformly to other development within the same zoning district, unless the SB 9 standards are more permissive. In

¹ An SB 9 unit development is a housing development with no more two primary residences on a lot in a single-family residential zoning district, the subdivision of a lot in a single-family residential zoning district into two lots, or both. SB 9 unit development allows the creation of up to four housing units within the lot area typically used for one single-family residence.

addition, SB 450 permits an SB 9 unit development even if it would demolish more than 25 percent of the exterior walls of an existing single-family residence.

- **AB 2085: Community Clinics.** AB 2085 requires local agencies to allow community clinics providing reproductive health services as a permitted use and provide ministerial review of development applications that meet specified objective planning standards, including, among other things, that they are on a parcel that is within a zone where office, retail, health care, or parking are principally permitted uses.
- **AB 2904: Zoning Ordinance Notices.** AB 2904 requires a planning commission public hearing notice for a proposed zoning ordinance amendment that affects the permitted uses of real property to be published, posted, mailed, and delivered, or advertised, as applicable, at least 20 days before the hearing. Previously, the requirement was 10 days.

In addition to implementing the above legislation, the proposed amendments to the Zoning Ordinance would implement the following Housing Element programs:

- **B.4: Inclusionary Zoning Regulations.** Review the Inclusionary Zoning Regulations.
- **E.3: Reasonable Accommodations.** Amend the Zoning Ordinance to remove potential constraints for reasonable accommodation requests.
- **E.4: Low-Barrier Navigation Centers.** Adopt and implement procedures and regulations to process low-barrier navigation centers, including a ministerial approval process.
- **E.6: Farm Worker and Employee Housing.** Amend the Zoning Ordinance to allow agricultural employee housing by-right in the Agricultural (A) and Single-Family Residential (R-1) zoning districts in compliance with the Health and Safety Code.

Analysis

The following provides an overview of the proposed amendments to the Zoning Ordinance:

Chapter 8.08 (Definitions)

Amendments to Chapter 8.08 are proposed to add definitions for “Agricultural Employee” and “Agricultural Operation,” and change the definitions of “Agricultural Housing” and “Caretaker Residence.” In addition, “Farm Mobile Home” would be deleted and definitions for “Low-Barrier Navigation Center,” “Microenterprise Home Kitchen Operations” and “Reproductive Health Services” would be added.

Chapter 8.12 (Zoning Districts and Permitted Uses of Land)

Amendments are proposed to the permitted and conditionally permitted land uses matrix to permit “Agricultural Employee Housing” in the A and R-1 zoning districts. In the A zoning district, housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household would be permitted. A Conditional Use Permit approved by the Zoning Administrator would be required if it exceeds that amount. In the R-1 zoning district, housing accommodation for six or fewer employees would be permitted. “Farm Mobile Home” would be deleted from the land use matrix as a mobile home is a type of

agricultural employee housing that is permitted in the A zoning district. “Low-Barrier Navigation Centers” would be permitted in the Downtown Dublin zoning districts, and in the Planned Development (PD) zoning district, if the approved PD allows mixed-use or is a commercial PD permitting multifamily uses. “Microenterprise Home Kitchen Enterprises” would be permitted in the A, R-1, R-2 and R-M zoning districts. “Reproductive Health Services” would be permitted in all commercial and industrial zoning districts.

Chapter 8.36 (Development Regulations)

Amendments are proposed to Chapter 8.36 to add objective design standards for new single-family residential development and additions to existing single-family residences. The proposed objective design standards would be consistent with the objective design standards for SB 9 unit development as required by SB 450.

Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities)

Amendments are proposed to remove subjective design compatibility requirements in Chapter 8.38 to eliminate constraints to requests for reasonable accommodations. In addition, the amendments would clarify that if the project for which reasonable accommodations are being requested also requires a discretionary approval (such as a Conditional Use Permit, General Plan Amendment, Rezoning or subdivision map), the request for reasonable accommodations must be submitted first before proceeding with the other applications.

Chapter 8.49 (Low-Barrier Navigation Centers)

Amendments are proposed to add Chapter 8.49 to establish development standards for low-barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law. A low-barrier navigation center is a temporary, service-oriented shelter that helps homeless individuals and families quickly find permanent housing.

Chapter 8.64 (Home Occupations Regulations)

An amendment is proposed to exclude Microenterprise Home Kitchen Operations (MEHKO) from the regulations in Chapter 8.64. The Alameda County Environmental Health Department is the local enforcement agency for MEHKO and issues permits to ensure they comply with state law. Therefore, no other permit is required from the City beyond a Business License.

Chapter 8.68 (Inclusionary Zoning Regulations)

Amendments are proposed to the selection criteria for affordable housing units. Eligible occupants are qualified on the basis of household income and selection is based on a point system set forth in Chapter 8.68. Amendments are proposed to the points awarded for individuals employed within the boundaries of Dublin and/or Dublin residents from three points maximum, one per household member, to three points per household to ensure fairness between smaller households and multi-member households. In addition, the amendments would add veterans to the point system with one point per household as provided in the City’s Guidelines to the Inclusionary Zoning Regulations Ordinance.

Chapter 8.76 (Off-Street Parking and Loading Regulations)

Amendments are proposed to Chapter 8.76 to remove Farm Mobile Home from the parking

table and update Agricultural Employee Housing consistent with the new land use type name.

Chapter 8.81 (SB 9 Unit Developments)

Amendments are proposed to Chapter 8.81 to allow an SB 9 unit development that involves the demolition of more than 25 percent of the exterior walls of an existing single-family residence. In addition, amendments are proposed to the objective design standards for SB 9 unit development to provide consistency with the objective design standards proposed in Chapter 8.36 for new single-family development and additions to existing single-family residences as required by SB 450.

Chapter 8.104 (Site Development Review)

An amendment is proposed to Chapter 8.104 to add development of a community clinic providing reproductive health services as a type of project that is exempt from Site Development Review.

Chapter 8.116 (Zoning Clearance)

An amendment is proposed to Chapter 8.76 to add low-barrier navigation centers as a type of use requiring ministerial review and approval of a Zoning Clearance.

Chapter 8.132 (Notice and Hearings)

An amendment is proposed to Chapter 8.132 to require a 20-day public notice of a Planning Commission hearing for a Zoning Ordinance Amendment or Rezoning affecting the permitted uses of real property as required by AB 2904.

Attachment 1 is the draft Ordinance approving the proposed Zoning Ordinance Amendments. A redlined version of the proposed Zoning Ordinance Amendments is included as Attachment 2, where underlined text is proposed to be added and text with a ~~strike through~~ is proposed to be deleted.

Consistency with the General Plan, Specific Plans, and Zoning Ordinance

The proposed Zoning Ordinance Amendments are consistent with the Dublin General Plan in that the amendments are necessary to comply with state law and implement programs identified in the Housing Element. Specifically, the proposed Zoning Ordinance Amendments would implement AB 626, SB 450, AB 2085 and AB2904 and Housing Element Programs B.4: Inclusionary Zoning Regulations, E.3: Reasonable Accommodations, E.4: Low-Barrier Navigation Centers and E.6: Farmworker and Employee Housing.

ENVIRONMENTAL DETERMINATION:

The California Environmental Quality Act (CEQA), together with State Guidelines and City of Dublin CEQA Guidelines and Procedures require that certain projects be reviewed for environmental impacts and that environmental documents be prepared. The proposed Zoning Ordinance Amendments are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the amendments will have a significant effect on the environment and are not subject to CEQA review.

PLANNING COMMISSION REVIEW:

The Planning Commission held a public hearing on May 27, 2025, to consider the proposed Zoning Ordinance Amendments and unanimously recommended approval to the City Council. Planning Commission Resolution No. 25-02 is included as Attachment 3.

STRATEGIC PLAN INITIATIVE:

Strategy 3: Housing Inclusivity and Affordability

Objective A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

- 1) Ordinance Approving Amendments to Dublin Municipal Code Chapter 8.08 (Definitions), Chapter 8.12 (Zoning Districts and Permitted Uses of Land), Chapter 8.36 (Development Regulations), Chapter 8.38 (Reasonable Accommodations for Persons with Disabilities), Chapter 8.64 (Home Occupations Regulations), Chapter 8.68 (Inclusionary Zoning Regulations), Chapter 8.76 (Off-Street Parking and Loading Regulations), Chapter 8.81 (SB 9 Unit Developments), Chapter 8.104 (Site Development Review), Chapter 8.116 (Zoning Clearance) and Chapter 8.132 (Notice and Hearings), and the Addition of Chapter 8.49 (Low-Barrier Navigation Centers)
- 2) Redlined Zoning Ordinance Amendments
- 3) Planning Commission Resolution No. 25-02 Recommending City Council Approval of Amendments to the Zoning Ordinance



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Citywide Trash Capture Devices, CIP No. ST0121 – Approval of Plans and Specifications and Award of Contract to American Enviro Services, Inc.
Prepared by: Laurie Succgang, City Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications and awarding a construction contract to American Enviro Services, Inc. for the Citywide Trash Capture Devices Project, CIP No. ST0121. The project will install new and replace existing small trash capture devices in 86 storm drain inlets throughout the City.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to American Enviro Services, Inc. for the Citywide Trash Capture Devices Project, CIP No. ST0121.

FINANCIAL IMPACT:

The bid submitted by American Enviro Services, Inc. for the Citywide Trash Capture Devices Project is \$224,254. Sufficient funds are available in the approved budget for CIP No. ST0121.

DESCRIPTION:

The 2024-2029 Capital Improvement Program (CIP) includes the Green Stormwater Infrastructure Project, CIP No. ST0121. The Green Stormwater Infrastructure Project provides for planning, design, and construction of various citywide projects that will improve water quality and provide other environmental benefits in accordance with the Green Stormwater Infrastructure Plan, which was approved by the City Council on June 18, 2019.

One of the projects included in this CIP is the Citywide Trash Capture Devices Project. This Project will install small trash capture devices in existing storm drain inlets throughout the City. The small trash capture devices filter trash and other pollutants from surface water runoff before the water enters the underground storm drainpipes, which connect to channels, creeks,

and eventually the San Francisco Bay. The Project is necessary to meet 100% trash load reduction requirements as mandated by Provision C.10 of the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit No. CAS612008, Order No. R2-2022-0018 (known as the “MRP”), issued by the San Francisco Regional Water Quality Control Board.

Bid Process and Results

The City issued the bid package for the Citywide Trash Capture Devices Project on May 21, 2025. The bid package consisted of eight bid items. Two sealed bids were received, and all bids were publicly opened on June 18, 2025. The two bids were \$224,254 and \$331,600, with the lowest bid submitted by American Enviro Services, Inc. A summary of the bids is provided as Attachment 4.

Staff reviewed the bid results, checked references and necessary licenses, and recommends that the City Council award a construction contract to American Enviro Services, Inc. as the lowest responsive and responsible bidder.

If the construction contract is awarded to American Enviro Services, Inc., Staff anticipates work to begin in August and be completed in the fall before the rainy season.

California Environmental Quality Act (CEQA)

The project is exempt under Section 15301 Existing Facilities of the CEQA Guidelines.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this report was provided to American Enviro Services, Inc.

ATTACHMENTS:

- 1) Resolution Approving the Plans and Specifications and Awarding a Contract to American Enviro Services, Inc. for the Citywide Trash Capture Devices Project, CIP No. ST0121
- 2) Exhibit A to Resolution – Agreement with American Enviro Services, Inc. for the Citywide Trash Capture Devices Project, CIP No. ST0121
- 3) Exhibit B to Resolution – Citywide Trash Capture Devices Project Plans :
<https://www.dublinplanroom.com/projects/1930/plans/citywide-trash-capture-devices/?preview=22795>; and Specifications:
<https://www.dublinplanroom.com/projects/1930/specs/citywide-trash-capture-devices/?preview=22796>
- 4) Bid Results
- 5) CIP No. ST0121

RESOLUTION NO. XX – 25

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

**APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO
AMERICAN ENVIRO SERVICES, INC. FOR THE CITYWIDE TRASH CAPTURE DEVICES
PROJECT, CIP NO. ST0121**

WHEREAS, the design team has completed the plans and specifications for the Citywide Trash Capture Devices Project, CIP No. ST0121, which consists of the installation, replacement, or removal of small trash capture devices in 86 storm drain inlets throughout the City; and

WHEREAS, the City of Dublin did, on June 18, 2025, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, said bids were submitted to Staff, and American Enviro Services, Inc. was determined to be the lowest responsive and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project, attached hereto as **Exhibit B**.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest responsive and responsible bidder, American Enviro Services, Inc. at a bid of two-hundred twenty-four thousand two-hundred fifty-four dollars and zero cents (\$224,254.00), the particulars of which bids are on file at the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby approve the agreement with American Enviro Services, Inc. attached hereto as **Exhibit A** to this Resolution.

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

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

CITY OF DUBLIN
City Hall, 100 Civic Plaza
Dublin, California 94568

CONSTRUCTION AGREEMENT

The City of Dublin, ("City") enters into this agreement, dated for reference purposes only, with American Enviro Services Inc. ("Contractor").

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., June 18, 2025 for the Citywide Trash Capture Devices Project by published notice and/or posting pursuant to California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On June 18, 2025, City representatives opened the bids for the Citywide Trash Capture Devices Project and read the bids aloud.
- C. PROJECT AWARD. On July 15, 2025, the City Council awarded the Citywide Trash Capture Devices Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within fifteen (15) calendar days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within fifteen (15) calendar days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the Citywide Trash Capture Devices ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following location:
Various locations citywide in Dublin, California.
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within seventy (70) working days from the date specified in the City's Notice to Proceed ("Time for Completion").
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this

agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$ 1,000 per day** pursuant to California Government Code Section 53069.85 and section SC-03 of the Special Conditions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. **CONTRACT PRICE AND PAYMENT.** As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of \$224,254.00 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated June 18, 2025, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. **PREVAILING WAGES.** Pursuant to California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Pursuant to California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. Pursuant to California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. Pursuant to California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. The Contractor is subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations. The contractor or subcontractor(s) shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, 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 California Labor Code Section 1725.5 at the time the contract is awarded.

7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents") The Contract documents consist of the Plans as signed by the City Engineer and issued for the project, and the entire set of Specifications incorporating Sections P, IB, GC, SC, TP, including the appendices, all addendums and change orders issued.), all of which are incorporated into and made a part of this agreement as if set forth in full. See section GC-14 general for document precedence in the event there is a conflict that arises from section GC-14 "*Document Precedence*", shall be per the following provisions. Written numbers and notes on a drawing govern over graphics, a detail drawing governs over a general drawing, a detail specification governs over a general specification, and a specification in a section governs over a specification referenced by that section. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
- 7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The Technical Provisions and change orders and other amendments to the Special Conditions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Special Provisions, addenda to the General Conditions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
 - 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
 - 7.5 The General Provisions
 - 7.6 The Project Specifications.
 - 7.7 The Revised Standard Specifications.
 - 7.8 The Standard Specifications.
 - 7.9 The City's standard plans.
 - 7.10 Revised Caltrans standard plans.
 - 7.11 Caltrans standard plans.
 - 7.12 Notice Inviting Bids.
 - 7.13 Instructions to Bidders.
 - 7.14 The successful bidder's completed Proposal Form and Bidder's Sheet.
 - 7.15 The successful bidder's completed Contractor License Information.
 - 7.16 The successful bidder's completed List of Proposed Subcontractors.
 - 7.17 The successful bidder's Insurance Certifications.
 - 7.18 The successful bidder's completed Non-collusion Affidavit.
 - 7.19 The successful bidder's Debarment Certification.
 - 7.20 The successful bidder's completed Certificates of Insurance and Endorsements.
 - 7.21 The successful bidder's executed Performance Bond.
 - 7.22 The successful bidder's executed Payment Bond.
 - 7.23 Executed Escrow for Deposit Agreement, if applicable.
 - 7.24 Change Order Form.
 - 7.25 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
 - 7.26 The successful bidder's Qualification Statement, if any.
 - 7.27 The successful bidder's signed Signature Form.

8. AMENDMENTS. This Agreement may be amended from time to time as necessary by formal and written amendment executed by the City Manager or his designee and principal acting on behalf of the Contractor.
9. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.
10. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.
11. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
12. CERTIFICATION OF CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type "A or C" license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
13. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

14. **INSURANCE.** Contractor Agrees to have and maintain the insurance coverages and policies set forth in Exhibit A to this Agreement, "Insurance Requirements", which is incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this agreement shall constitute a material breach of this Agreement. The cost of such insurance shall be included in the Contractor's bid.
- a. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.
 - b. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractors further agree to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.
 - c. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
 - d. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.
 - e. At all times during the term of this Agreement, Contractor shall maintain on file with the City a certificate or certificates of the required insurance as set forth in the Exhibit A Insurance Requirements showing that the required insurance policies are in effect in the required amounts.
 - f. It is requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage for coverage and limits shall be (1) the minimum coverage and limits of coverage and the limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.
15. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor agrees to defend (with legal counsel selected by the City), including the cost to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, attorneys, agents, employees, consultants, and volunteers, and each of them from and against any and all claims, damages, losses and expenses, including attorney's fees, and from any and all suits, actions or claims filed or brought by and all person or persons arising out of the

performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

- a. General. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.
- b. Survival. Contractor and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- c. No Limitation by Insurance Obligations. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement
- d. Scope. This section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, and volunteers, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, and, volunteers from such liability. The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees and volunteers for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.

16. BONDING REQUIREMENT. The Contractor agrees to post a Faithful Performance Bond and payment bond for Labor and Materials, or other guarantees, in the required amounts

upon bond forms provided by the City, guarantying the performance of the terms of this Agreement.

17. MAINTENANCE AND GUARANTY. The Contractor shall promptly repair, replace, restore, or rebuild, as the CITY may determine, any finished product in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during a one (1) year period after the date of the City Council's acceptance of the project. This Article does not in any way limit the guaranty on any items for which a longer guaranty is specified or on any items which a manufacturer give a guaranty for a longer period, nor does it limit the other remedies of the City in respect to a latent defect, fraud or implied warranties. Contractor shall furnish the City all appropriate guaranties or warranty certificates upon completion of the project.
18. MAINTENANCE BOND. The Contractor further agrees to post a maintenance bond in the amount equal to at least 10 percent (10%) of the total value of the entire work prior to CITY's acceptance of the project. The maintenance bond shall remain in effect for a period of one (1) year after the City Council's acceptance of the work to guarantee the repair and/or replacement of the defective materials provided and/or workmanship performed under this contract.
19. NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City Shall provide the Contractor with notice of Claims relating to this Contract filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.
20. SHORING FOR TRENCHES. The Contractor shall provide adequate sheeting, shoring, and bracing for all trenching and excavations in accordance to applicable Safety Regulations, and the California Labor Code.
Attention is directed to Sections 6423, 6424, 6705, and 6707 of the Labor Code of the State of California, OSHA 29 CFR Part 1926 Federal Regulations, Standards-Excavation, and elsewhere within these Contract Documents.
The Contractor shall not commence with any excavation with a depth of five feet or deeper without first complying with all applicable Labor Code and Safety Regulations. The Contractor shall designate a competent person who is responsible for trench and structure excavation, shall obtain a Cal/OSHA Safety Permit for excavation, and shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.
21. CHANGES OR EXTRA WORK. The Contractor acknowledges that in conformance with the Contract Documents, any changes or extra work must be authorized in writing by the City prior to the Contractor performing said work. Contractor further acknowledges that it is solely responsible for obtaining written authorization from the City and that it shall not be compensated for any additional work performed without said written authorization. Oral authorization shall not be sufficient to bind the City absent specific written authorization.

22. MEDIATION. All claims for \$375,000 and less shall be subject to the provisions of Public Contract Code Section 20104 et seq.

Executed on _____, _____, by

CONTRACTOR

CITY OF DUBLIN

By: _____

By: _____

Title: _____

Title: _____

[Attach Notary Page]

Attest:

By: _____

EXHIBIT A -- INSURANCE REQUIREMENTS

1. **Insurance Requirements.** Before commencing any Work under the Contract Documents, Contractor shall furnish to the City satisfactory proof that Contractor has in force continuously for the entire period covered by this Contract the following classes of insurance in the form and with limits specified below.

1.1 **Commercial General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability policy (Occurrence Form, number CG 00 01). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations, contractual liability, personal and advertising injury. Contractor shall keep the commercial general liability insurance in place for 10 years following completion of the work. The commercial general liability insurance limits shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than:

1.1.1 \$1 million each Occurrence;

1.1.2 \$1 million each Occurrence for personal injury and advertising injury;

1.1.3 \$2 million aggregate for products and completed operations;

1.1.4 \$2 million general aggregate limit, which shall apply separately and be reinstated annually.

Except for any exclusions relating to EIFS, lead and asbestos risks, the policy shall not contain any exclusions directed toward any types of projects, materials, or processes involved in the Work. Coverage shall include but not be limited to the following and shall not include any endorsements restricting these coverages:

1.1.5 Contractual liability to cover liability assumed under the Contract Documents;

1.1.6 Products/Completed Operations Liability Insurance;

1.1.7 Broad Form Property Damage;

1.1.8 Explosion, collapse and underground hazards, if such exposure exists;

1.1.9 Independent subcontractors;

1.1.10 Severability of interests;

1.1.11 Cross liability;

1.1.12 Limited Professional Liability - contractor means and methods - CG 2279.

Any self-insured retention shall be selected by the City pursuant to these requirements.

- 1.2 **Business Auto Insurance** covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits not less than \$2 million each accident, and \$2 million each occurrence for claims subject to the Motor Carrier Act of 1980. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broaden coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required “No-Fault” benefits and uninsured/underinsured motorists coverage should be included.
- 1.3 **Worker’s Compensation and Employers Liability Insurance** for all persons whom the Contractor may employ carrying out Work contemplated under the Contract Documents, in accordance with the Act of Legislature of State of California, known as “Worker’s Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Coverages and limits shall include:
- 1.3.1 Worker’s Compensation – statutory limit;
- 1.3.2 Employer’s liability;
- (a) \$1 million bodily injury for each accident;
- (b) \$1 million bodily injury by disease for each employee;
- (c) \$1 million bodily injury disease aggregate;
- 1.3.3 Voluntary Compensation;
- 1.3.4 If there is an exposure or injury to Contractor’s employees under the US Longshoremen’s and Harbor Worker’s Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for all such injuries or claims.
- 1.4 **Umbrella/Excess Liability Insurance** on an Occurrence basis in excess of the underlying insurance identified in paragraphs 1.1, 1.2, and 1.3.2 above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policy shall be written on a “drop-down-following form” basis, with only such exceptions as the City shall expressly approved in writing. The amounts of insurance required in paragraphs 1.1, 1.2, and 1.3.2 and this Section may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this section. The umbrella/excess liability insurance limits shall be dedicated solely to the specific Project described in this Contract Documents, and shall have limits of not less than the following amounts:

1.4.1 \$5 million any one occurrence and annually reinstating General Aggregate; and

1.4.2 \$5 million any one occurrence and Aggregate Products/Completed Operations.

The umbrella/excess liability insurance shall be kept in place for 10 years following completion of the work. Any self-insured retention shall be selected by the City pursuant to these requirements.

- 1.5 **Contractor's equipment.** Contractor will maintain All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use at the Project site by the Contractor, whether owned, leased, rented, borrowed or used at the Project site. Contractor agrees to waive and does hereby waive its rights of recovery against the City and each of its officers, employees, consultants and agents including, but not limited to the City's council members and each City representative, as to any damage or loss which may occur to its equipment to the extent covered by insurance. Contractor will have the insurance company specifically agree to this waiver. If uninsured, Contractor will hold harmless the City and each of its officers, employees, consultants and agents including, but not limited to the City's Board of Trustees and each City representative, for loss or damage to its tools and equipment.
- 1.6 **Contractors Pollution Legal Liability Insurance** covering claims for bodily injury, property damage, including mold and loss of use of damage property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any pollution conditions arising from Contractor's operations or completed operations, performed by or on behalf of Contractor. Completed operations coverage will remain in effect for no less than 5 years after substantial completion of the work. Such coverage shall be written on an occurrence basis and shall apply to sudden and non-sudden pollution conditions and shall be placed with an insurer and in a form acceptable to the City. If any pollution liability coverages cannot be obtained on an occurrence form, after using best efforts to do so, such coverages may be provided on a claims-made basis. The pollution legal liability policy shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than \$5 million per occurrence and in the aggregate. Any self-insured retention shall be selected by the City pursuant to these requirements.
- 1.7 **Builder's Risk.** The Contractor must, at the Contractor's own expense, maintain a builder's risk policy covering "all risks", including special form including extended coverage and vandalism, and malicious mischief endorsements. The policy must name the City and the Contractor as insureds. Such insurance must be carried in the amount of 100% of the Contract Price. In the event of a partial or total destruction of any or all of the Work at any time prior to the completion and acceptance thereof, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's own cost and expense and at no cost to the City.

- 1.8 If any aircraft are to be used in the performance of the work, Contractor shall provide **Aircraft Liability Insurance** (including owned and non-owned) with the following minimum limits: Bodily Injury – \$10 million each occurrence, \$2 million each person; Property Damage – \$10 million each occurrence.
- 1.9 All policies of insurance shall be placed with insurers acceptable to the City. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Worker's Compensation) must have a rating of A XV or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to the City. Required minimum amounts of insurance may be increased should conditions of Work, in the sole opinion of the City, warrant such increase. Contractor shall increase required insurance amounts upon direction by the City.

2. Certificates of Insurance.

- 2.1 Contractor shall furnish the City with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section 1 of these requirements. Such certificates shall be delivered to the City before any Work hereunder is commenced by Contractor and annually thereafter on or before the policy effective dates of Contractor's general liability insurance policy, and shall provide that no coverage under the policy shall be terminated, canceled or materially modified unless and until at least thirty (30) days prior written notice has been given to the City. Contractor shall inform the City in writing thirty (30) days prior to terminating or materially modifying coverage required in these requirements.
 - 2.2 Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.
 - 2.3 The City's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policy shown in the certificates of insurance are in compliance with the requirements.
 - 2.4 The City has the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until the City receives all certificates or other evidence that insurance has been placed in complete compliance with these requirements.
 - 2.5 If any of the coverages are required to remain in force after Substantial Completion, Contractor shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Contractor's insurance.
3. **Required Endorsements.** Except as provided below, the policies required under Section 1 of these requirements shall be endorsed, in a form and manner acceptable to the City, providing as follows:

- 3.1 Except with regard to the Worker's Compensation and Employer's Liability Insurance, the City, its parent, subsidiary and affiliated organizations, and its City council, employees, representatives, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Such additional insured endorsement for Commercial General Liability and excess/umbrella coverages shall be equivalent to ISO form GC 20 10 07 04, together with ISO form GC 20 37 07 04. The additional insured requirement for Commercial General Liability and excess/umbrella coverages is for the duration of this Agreement and an additional ten (10) years following Substantial Completion of the Work.
 - 3.2 Except with regard to the Worker's Compensation and Employer's Liability insurance, each policy, including additional insured coverages, shall be primary and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by insurance for the named insured.
 - 3.3 The insurance carriers waive their rights of subrogation against the City and all additional insureds, as well as other insurance carriers for the Work.
 - 3.4 Declarations pages required. Contractor or its insurance broker shall submit a copy of the declarations page for each policy. The page shall include the name of the carrier, policy number, the types of coverages and limits, the effective dates of the policy, and the broker's name and license number.
4. Certificates of Insurance and Endorsements shall have clearly typed thereon the City's name and title of the Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the City Manager at 100 Civic Plaza, Dublin, CA, 94568, 30 days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of this Agreement, and such additional periods as required in these requirements. At the time of making an application for extension of the Time for Completion, and during all periods exceeding the Time for Completion resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon the City's request, Contractor shall submit to the City, within 10 days, copies of the actual insurance policies or renewals or replacements.
5. **Insurance Primary.** All limits and coverage is required of the Contractor in these requirements shall be primary over any insurance or self-insurance program carried by the City and the additional insureds.
6. **Joint ventures.** If the Contractor is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverage is specified in these requirements or the joint venture will be named insured under each policy specified.
7. **Waiver of Right to Recovery Including Subrogation.** Contractor hereby waives all its rights of recovery and shall require all insurance policies in any way related to the Work secured and maintained by the Contractor to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against the City and all tiers of contractors or consultants engaged directly by the City. Contractor will require all tiers

of subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph.

8. **Cooperation.** Contractor shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
9. If injury occurs to any employee of Contractor, subcontractor, or sub-subcontractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the City under provisions of the Worker's Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from the City, the City may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If the City is compelled to pay compensation, the City may, in its discretion, either deduct and retain from the Contract Price the amount so paid, or require Contractor to reimburse the City.
10. Nothing in these requirements shall be construed as limiting in any way the extent to which Contractor or any subcontractor may be held responsible for payment damages resulting from their operations. Contractor's obligations to procure insurance are separate and independent of, and shall not limit Contractor's contractual indemnity and defense obligations. The City does not represent that coverages and limits required in this contract will necessarily be adequate to protect the Contractor.
11. Except for Worker's Compensation coverages, Contractor shall by appropriate written agreements flow-down the additional insured coverage, certificate, endorsement, waiver of subrogation, and all other requirements of these requirements to all tiers of subcontractors for all insurance required of such subcontractors by Contractor for the work.
12. Contractor shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, the City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under the Contract Documents. If the aggregate limits on any Contractor's insurance policy are no longer available, Contractor must notify the City and immediately, at Contractor's expense, purchase replacement coverage to meet the insurance requirements as specified in these requirements. Alternatively, the Contractor's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

END OF INSURANCE REQUIREMENTS

Exhibit B
Citywide Trash Capture Devices

Plans: <https://www.dublinplanroom.com/projects/1930/plans/citywide-trash-capture-devices/?preview=22795>

Specifications: <https://www.dublinplanroom.com/projects/1930/specs/citywide-trash-capture-devices/?preview=22796>



CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Citywide Trash Capture Devices

Project No. : ST0121

Bid Date: June 18, 2025

BASE BID				American Enviro Services Inc.		CF Contracting, Inc.	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization (10%)	1	LS	\$22,652.00	\$22,652.00	\$20,000.00	\$20,000.00
2	Traffic Control	1	LS	\$22,652.00	\$22,652.00	\$30,000.00	\$30,000.00
3	Water Pollution Control Plan (WPCP)	1	LS	\$4,530.00	\$4,530.00	\$5,000.00	\$5,000.00
4	Catch Basin Inserts (CBI)	49	EA	\$1,387.00	\$67,963.00	\$1,800.00	\$88,200.00
5	Connector Pipe Screens (CPS)	24	EA	\$2,454.00	\$58,896.00	\$1,800.00	\$43,200.00
6	Connector Pipe Screens (CPS) Retrofits	4	EA	\$3,397.25	\$13,589.00	\$1,800.00	\$7,200.00
7	Connector Pipe Screens (CPS) Removal	9	EA	\$1,510.00	\$13,590.00	\$1,000.00	\$9,000.00
8	Storm Drain Diversion (revocable bid item)	86	EA	\$237.00	\$20,382.00	\$1,500.00	\$129,000.00
	BASE BID TOTAL:				\$224,254.00		\$331,600.00

DETERMINATION OF LOW BID		American Enviro Services Inc.	CF Contracting, Inc.
		\$224,254.00	\$331,600.00
		APPARENT LOW BIDDER	

List of Sub-Contractors

Description	American Enviro Services Inc.	CF Contracting, Inc.
	None	None

Green Stormwater Infrastructure

Overview

Project Number ST0121

Description

This project provides for the planning, design, and construction of various citywide projects that will improve water quality and provide other environmental benefits in accordance with the Green Stormwater Infrastructure (GSI) Plan. The GSI Plan and associated projects and trash load reduction requirements are mandated by the Municipal Regional Stormwater Permit (MRP). Projects include stormwater full trash capture device installation throughout the City, and construction of GSI along the Iron Horse Regional Trail corridor, south of Amador Valley Boulevard. The City and Alameda CTC entered into Cooperative Agreements on February 7, 2023 and April 16, 2024 to partner on the design, environmental permitting, and construction phases for a bio-retention and hydromodification management facility along the Iron Horse Regional Trail corridor, south of Amador Valley Boulevard, that satisfies a portion of the City's GSI requirement and Alameda CTC's project, SR84 Expressway Widening and SR84/I-680 Interchange Improvements. Construction is anticipated to be complete in summer 2025.

Alameda CTC's share of the costs is 75% of the total, which will be reimbursed to the City after expenditure. Both agencies will enter into a subsequent agreement for the maintenance phase. The "Other County Reimbursement" funding is from Alameda CTC.

The design of the Citywide Trash Capture Devices phase of the project is completed and is anticipated to begin construction in summer 2025.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$3.29M	\$420K	\$870K	\$4.16M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	\$2,333,670	\$275,000	\$0	\$300,000	\$0	\$0	\$0	\$2,908,670
9200 - Contract Services	\$847,053	\$115,000	\$0	\$120,000	\$0	\$0	\$0	\$1,082,053
9100 - Salaries & Benefits	\$96,340	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$156,340
9500 - Miscellaneous	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000
Total	\$3,289,063	\$420,000	\$0	\$450,000	\$0	\$0	\$0	\$4,159,063

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$3.29M	\$420K	\$870K	\$4.16M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9901 - Other County Reimbursement	\$2,335,687	\$0	\$0	\$0	\$0	\$0	\$0	\$2,335,687
1101 - General Fund Designated Reserve	\$953,376	\$420,000	\$0	\$450,000	\$0	\$0	\$0	\$1,823,376
Total	\$3,289,063	\$420,000	\$0	\$450,000	\$0	\$0	\$0	\$4,159,063

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$0	\$7.5K	\$7.5K

Project Timeline

- **06/18/2019**
Green Stormwater Infrastructure Plan approved.
- **07/1/2021**
Planning phase began.
- **02/7/2023**
Cooperative Agreement with Alameda CTC approved for the design and environmental permitting phase.
- **04/16/2024**
Cooperative Agreement with Alameda CTC approved for the construction phase.
- **07/1/2025**
Planning for trash capture device installation began in Fiscal Year 2021-22. Staff have identified approximately 80 locations for potential device installation anticipated in summer 2025. Construction of GSI along the Iron Horse Regional Trail corridor began in summer 2024 and is anticipated to be completed in summer 2025.



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Citywide Bicycle and Pedestrian Improvements – Regional Street Crossing Project, CIP No. ST0517, and Downtown Dublin – Village Parkway Conduit Project, CIP No. PA0123 – Approval of Plans and Specifications and Award of Contract to Golden Bay Construction, Inc.
Prepared by: Oliver Castillo, Assistant Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider approving the plans and specifications and awarding a construction contract to Golden Bay Construction Inc. for work that combines portions of the Citywide Bicycle and Pedestrian Improvements Project (CIP No. ST0517) and the Downtown Dublin Project (CIP No. PA0123). The contract provides for the installation of a new crosswalk with Rectangular Rapid Flashing Beacons, curb ramps, bulb outs, drainage improvements, and streetlight improvements on Regional Street, between Dublin Boulevard and Amador Valley Boulevard. The contract will also install a conduit on the northside of the intersection of Dublin Boulevard and Village Parkway for future electrical service for public art in the Village Parkway District of Downtown Dublin.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Plans and Specifications and Awarding a Contract to Golden Bay Construction, Inc. for the Citywide Bicycle and Pedestrian Improvements – Regional Street Crossing Project, CIP No. ST0517, and the Downtown Dublin – Village Parkway Conduit Project, CIP No. PA0123.

FINANCIAL IMPACT:

The bid submitted by Golden Bay Construction, Inc. for the work is \$572,397. Staff recommends a construction contingency of \$60,000 (approximately 10%) to facilitate change orders for unforeseen construction issues, bringing the total potential construction cost to \$632,397. Sufficient funds are available in the Capital Improvement Program, Project Nos. ST0517 and PA0123.

DESCRIPTION:

The 2024-2029 Capital Improvement Program (CIP) includes the Citywide Bicycle and Pedestrian Improvements Project, CIP No. ST0517, which provides for the planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, including pedestrian/bicycle bridges, annual sidewalk repair, and the Regional Street Crossing between Dublin Boulevard and Amador Valley Boulevard.

The Regional Street Crossing portion of the project will include the installation of Rectangular Rapid Flashing Beacons and a new crosswalk between Dublin Boulevard and Amador Valley Boulevard, adjacent to the Wells Fargo building. The project will also install and upgrade existing pedestrian curb ramps in accordance with Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements, bulb outs, drainage improvements, and streetlighting improvements.

The 2024-2029 CIP also includes the Downtown Dublin Project, CIP No. PA0123, which provides for public art projects in the Downtown area, including Village Parkway. In anticipation of future public artwork at the intersection of Dublin Boulevard and Village Parkway, Staff worked with the design team to identify site constraints and needs, such as utilities and other infrastructure to support future public art at the site, and to develop plans for installing conduit for future electrical service to the site. The plans and specifications were then added to the Regional Street Crossing project construction documents, which creates economies of scale and reduces costs as compared to completing the work as a standalone project.

Bid Process and Results

The City issued a bid package for the combined project on May 16, 2025, consisting of 45 base bid items. Five sealed bids were received on June 19, 2025, with the base bids ranging from \$572,397 to \$896,100. The lowest base bid of \$572,397 was submitted by Golden Bay Construction, Inc. A summary of the bids is provided as Attachment 4.

Staff reviewed the bid results, checked references and necessary licenses, and recommends that the City Council award a construction contract to Golden Bay Construction, Inc. as the lowest responsive and responsible bidder.

To facilitate the approval of contract change orders and avoid construction delays, it is requested that the City Manager be authorized to approve change orders up to the contingency amount of \$60,000. The resolution will authorize this change as it relates to the projects. If the construction contract is awarded to Golden Bay Construction, Inc., Staff anticipates work to begin in August and be completed in late 2025.

California Environmental Quality Act (CEQA)

The project is exempt under Section 15301, Class 1 Repair or Minor Alteration of Existing Public Facilities; Section 15302, Class 2 Replacement or Reconstruction of Existing Facilities, and Section 15304, Class 4 Minor Alterations of the CEQA Guidelines.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and a copy of this report was provided to Golden Bay Construction, Inc. and to the Independent Watchdog Committee of the Alameda County Transportation Commission.

ATTACHMENTS:

- 1) Resolution Approving the Plans and Specifications and Awarding a Contract to Golden Bay Construction, Inc. for the Citywide Bicycle and Pedestrian Improvements – Regional Street Crossing Project, CIP No. ST0517, and the Downtown Dublin – Village Parkway Conduit Project, CIP No. PA0123
- 2) Exhibit A to the Resolution – Agreement with Golden Bay Construction, Inc. for the Citywide Bicycle and Pedestrian Improvements Project, CIP No. ST0517 and the Downtown Dublin Project, CIP No. PA0123
- 3) Exhibit B to the Resolution – Regional Street Crossing and Village Parkway Conduit Project Plans: <https://www.dublinplanroom.com/projects/1925/plans/citywide-bicycle-and-pedestrian-regional-street-crossing/?preview=22769>; and Specifications: <https://www.dublinplanroom.com/projects/1925/specs/citywide-bicycle-and-pedestrian-regional-street-crossing/?preview=22770>
- 4) Bid Results
- 5) CIP No. ST0517
- 6) CIP No. PA0123

RESOLUTION NO. XX – 25**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO
GOLDEN BAY CONSTRUCTION, INC. FOR THE CITYWIDE BICYCLE AND PEDESTRIAN
IMPROVEMENTS – REGIONAL STREET CROSSING PROJECT, CIP NO. ST0517, AND THE
DOWNTOWN DUBLIN – VILLAGE PARKWAY CONDUIT PROJECT, CIP NO. PA0123**

WHEREAS, the design team has completed the plans and specifications for a Project that combines portions of the Citywide Bicycle and Pedestrian Improvements – Regional Street Crossing Project, CIP No. ST0517, and the Downtown Dublin – Village Parkway Conduit Project, CIP No. PA0123. The Project will install a crosswalk and Rectangular Rapid Flashing Beacons, new curb ramp upgrades, and other appurtenant improvements, on Regional Street, between Dublin Boulevard and Amador Valley Boulevard, as well as conduit on the northside of the intersection of Dublin Boulevard and Village Parkway for future electrical service; and

WHEREAS, the City of Dublin did, on June 19, 2025, publicly open, examine, and declare all sealed bids for doing the work described in the approved plans and specifications for the Project, which plans and specifications are hereby expressly referred to for a description of said work and for all particulars relative to the proceedings under the request for bids; and

WHEREAS, said bids were submitted to Staff, and Golden Bay Construction, Inc. was determined to be the lowest responsive and responsible bidder for doing said work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Plans and Specifications for the Project, attached hereto as **Exhibit B**.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby award the Contract for the Project to the lowest, responsive, and responsible bidder, Golden Bay Construction, Inc., at a bid of five-hundred seventy-two thousand three-hundred ninety-seven dollars and zero cents (\$572,397.00), the particulars of which bids are on file at the Office of the Public Works Director.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to approve project contract change orders based on the appropriated funds designated for the Project up to the contingency amount of sixty-thousand dollars and zero cents (\$60,000.00).

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby approve the agreement with Golden Bay Construction, Inc., attached hereto as **Exhibit A** to this Resolution.

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

PASSED, APPROVED AND ADOPTED this 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

CITY OF DUBLIN
City Hall, 100 Civic Plaza
Dublin, California 94568

CONSTRUCTION AGREEMENT

The City of Dublin, ("City") enters into this agreement, dated for reference purposes only, with Golden Bay Construction, Inc. ("Contractor").

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., June 19, 2025 for the Regional Street Crossing and Village Parkway Conduit Project by published notice and/or posting pursuant to California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On June 19, 2025, City representatives opened the bids for the Regional Street Crossing and Village Parkway Conduit Project and read the bids aloud.
- C. PROJECT AWARD. On July 15, 2025, the City Council awarded the Regional Street Crossing and Village Parkway Conduit Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within fifteen (15) calendar days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within fifteen (15) calendar days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the Regional Street Crossing and Village Parkway Conduit ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following location: Regional Street between Dublin Boulevard and Amador Valley Boulevard and the intersection of Dublin Boulevard at Village Parkway in Dublin, California.
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within fifty-five (55) working days from the date specified in the City's Notice to Proceed ("Time for Completion").
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this

agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$1,000 per day** pursuant to California Government Code Section 53069.85 and section SC-03 of the Special Conditions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. **CONTRACT PRICE AND PAYMENT.** As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of **\$572,397** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated **June 19, 2025** and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. **PREVAILING WAGES.** Pursuant to California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. Pursuant to California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. Pursuant to California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. Pursuant to California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work. The Contractor is subject to prevailing wage rate compliance monitoring and enforcement by the California Department of Industrial Relations.
The contractor or subcontractor(s) shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, 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 California Labor Code Section 1725.5 at the time the contract is awarded.

7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents" The Contract documents consist of the Plans as signed by the City Engineer and issued for the project, and the entire set of Specifications incorporating Sections P, IB, GC, SC, TP, including the appendices, all addendums and change orders issued.), all of which are incorporated into and made a part of this agreement as if set forth in full. See section GC-16 general for document precedence in the event there is a conflict that arises from section GC-16 "*Document Precedence*", shall be per the following provisions. Written numbers and notes on a drawing govern over graphics, a detail drawing governs over a general drawing, a detail specification governs over a general specification, and a specification in a section governs over a specification referenced by that section. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
- 7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The Technical Provisions and change orders and other amendments to the Special Conditions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Special Provisions, addenda to the General Conditions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.
 - 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
 - 7.5 The General Provisions
 - 7.6 The Project Specifications.
 - 7.7 The Revised Standard Specifications.
 - 7.8 The Standard Specifications.
 - 7.9 The City's standard plans.
 - 7.10 Revised Caltrans standard plans.
 - 7.11 Caltrans standard plans.
 - 7.12 Notice Inviting Bids.
 - 7.13 Instructions to Bidders.
 - 7.14 The successful bidder's completed Proposal Form and Bidder's Sheet.
 - 7.15 The successful bidder's completed Contractor License Information.
 - 7.16 The successful bidder's completed List of Proposed Subcontractors.
 - 7.17 The successful bidder's Insurance Certifications.
 - 7.18 The successful bidder's completed Non-collusion Affidavit.
 - 7.19 The successful bidder's Debarment Certification.
 - 7.20 The successful bidder's completed Certificates of Insurance and Endorsements.
 - 7.21 The successful bidder's executed Performance Bond.
 - 7.22 The successful bidder's executed Payment Bond.
 - 7.23 Executed Escrow for Deposit Agreement, if applicable.
 - 7.24 Change Order Form.

- 7.25 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
- 7.26 The successful bidder's Qualification Statement, if any.
- 7.27 The successful bidder's signed Signature Form.
8. AMENDMENTS. This Agreement may be amended from time to time as necessary by formal and written amendment executed by the City Manager or his designee and principal acting on behalf of the Contractor.
9. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the State Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the State Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.
10. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.
11. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
12. CERTIFICATION OF CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type "A" license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
13. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then

the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

14. **INSURANCE.** Contractor Agrees to have and maintain the insurance coverages and policies set forth in Exhibit A to this Agreement, "Insurance Requirements", which is incorporated by this reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this agreement shall constitute a material breach of this Agreement. The cost of such insurance shall be included in the Contractor's bid.
 - a. Contractor agrees to maintain in force at all times during the performance of the Scope of Work under this Agreement, workers' compensation insurance as required by law.
 - b. Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other applicable contract documents. Subcontractors further agree to include these same provisions with any sub-subcontractor. A copy of the Indemnity and Insurance provisions in this Agreement will be furnished to the subcontractor upon request. The General Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and will provide proof of compliance to the City.
 - c. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
 - d. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may terminate this Agreement.
 - e. At all times during the term of this Agreement, Contractor shall maintain on file with the City a certificate or certificates of the required insurance as set forth in the Exhibit A Insurance Requirements showing that the required insurance policies are in effect in the required amounts.
 - f. It is requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage for coverage and limits shall be (1) the minimum coverage and limits of coverage and the limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of an insurance policy or proceeds available to the named Insured; whichever is greater.
15. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor agrees to defend (with legal counsel selected by the City), including the cost to defend, indemnify and hold

harmless the City, its elected and appointed officials, officers, attorneys, agents, employees, consultants, and volunteers, and each of them from and against any and all claims, damages, losses and expenses, including attorney's fees, and from any and all suits, actions or claims filed or brought by and all person or persons arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

- a. General. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this section is a material element of consideration. The parties agree that if any part of this Indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be legally binding upon Contractor.
 - b. Survival. Contractor and any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - c. No Limitation by Insurance Obligations. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement
 - d. Scope. This section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the City, its officials, officers, employees, agents, and volunteers, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the City and its officials, officers, employees, and, volunteers from such liability. The Contractor will indemnify, defend and hold harmless the City, the City's officials, officers, employees and volunteers for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the City that any such charges have been paid.
16. BONDING REQUIREMENT. The Contractor agrees to post a Faithful Performance Bond and payment bond for Labor and Materials, or other guarantees, in the required amounts

upon bond forms provided by the City, guarantying the performance of the terms of this Agreement.

17. MAINTENANCE AND GUARANTY. The Contractor shall promptly repair, replace, restore, or rebuild, as the CITY may determine, any finished product in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during a one (1) year period after the date of the City Council's acceptance of the project.
This Article does not in any way limit the guaranty on any items for which a longer guaranty is specified or on any items which a manufacturer give a guaranty for a longer period, nor does it limit the other remedies of the City in respect to a latent defect, fraud or implied warranties. Contractor shall furnish the City all appropriate guaranties or warranty certificates upon completion of the project.
18. MAINTENANCE BOND. The Contractor further agrees to post a maintenance bond in the amount equal to at least 10 percent (10%) of the total value of the entire work prior to CITY's acceptance of the project. The maintenance bond shall remain in effect for a period of one (1) year after the City Council's acceptance of the work to guarantee the repair and/or replacement of the defective materials provided and/or workmanship performed under this contract.
19. NOTICE OF THIRD PARTY CLAIMS. Pursuant to Public Contracts Code section 9201, the City Shall provide the Contractor with notice of Claims relating to this Contract filed by third parties no later than ten (10) business days from the date of receipt of the claim. The Contractor shall be responsible for reimbursing the City for its reasonable costs in providing the notification.
20. SHORING FOR TRENCHES. The Contractor shall provide adequate sheeting, shoring, and bracing for all trenching and excavations in accordance to applicable Safety Regulations, and the California Labor Code.
Attention is directed to Sections 6423, 6424, 6705, and 6707 of the Labor Code of the State of California, OSHA 29 CFR Part 1926 Federal Regulations, Standards-Excavation, and elsewhere within these Contract Documents.
The Contractor shall not commence with any excavation with a depth of five feet or deeper without first complying with all applicable Labor Code and Safety Regulations. The Contractor shall designate a competent person who is responsible for trench and structure excavation, shall obtain a Cal/OSHA Safety Permit for excavation, and shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.
21. CHANGES OR EXTRA WORK. The Contractor acknowledges that in conformance with the Contract Documents, any changes or extra work must be authorized in writing by the City prior to the Contractor performing said work. Contractor further acknowledges that it is solely responsible for obtaining written authorization from the City and that it shall not be compensated for any additional work performed without said written authorization. Oral authorization shall not be sufficient to bind the City absent specific written authorization.

22. MEDIATION. All claims for \$375,000 and less shall be subject to the provisions of Public Contract Code Section 20104 et seq.

Executed on _____, _____, by

CONTRACTOR

CITY OF DUBLIN

By: _____

By: _____

Title: _____

Title: _____

Attest:

[Attach Notary Page]

By: _____

EXHIBIT A -- INSURANCE REQUIREMENTS

1. **Insurance Requirements.** Before commencing any Work under the Contract Documents, Contractor shall furnish to the City satisfactory proof that Contractor has in force continuously for the entire period covered by this Contract the following classes of insurance in the form and with limits specified below.

1.1 **Commercial General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability policy (Occurrence Form, number CG 00 01). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations, contractual liability, personal and advertising injury. Contractor shall keep the commercial general liability insurance in place for 10 years following completion of the work. The commercial general liability insurance limits shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than:

1.1.1 \$1 million each Occurrence;

1.1.2 \$1 million each Occurrence for personal injury and advertising injury;

1.1.3 \$2 million aggregate for products and completed operations;

1.1.4 \$2 million general aggregate limit, which shall apply separately and be reinstated annually.

Except for any exclusions relating to EIFS, lead and asbestos risks, the policy shall not contain any exclusions directed toward any types of projects, materials, or processes involved in the Work. Coverage shall include but not be limited to the following and shall not include any endorsements restricting these coverages:

1.1.5 Contractual liability to cover liability assumed under the Contract Documents;

1.1.6 Products/Completed Operations Liability Insurance;

1.1.7 Broad Form Property Damage;

1.1.8 Explosion, collapse and underground hazards, if such exposure exists;

1.1.9 Independent subcontractors;

1.1.10 Severability of interests;

1.1.11 Cross liability;

1.1.12 Limited Professional Liability - contractor means and methods - CG 2279.

Any self-insured retention shall be selected by the City pursuant to these requirements.

- 1.2 **Business Auto Insurance** covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 00 20), with limits not less than \$2 million each accident, and \$2 million each occurrence for claims subject to the Motor Carrier Act of 1980. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broaden coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. Any statutorily required “No-Fault” benefits and uninsured/underinsured motorists coverage should be included.
- 1.3 **Worker’s Compensation and Employers Liability Insurance** for all persons whom the Contractor may employ carrying out Work contemplated under the Contract Documents, in accordance with the Act of Legislature of State of California, known as “Worker’s Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Coverages and limits shall include:
- 1.3.1 Worker’s Compensation – statutory limit;
- 1.3.2 Employer’s liability;
- (a) \$1 million bodily injury for each accident;
- (b) \$1 million bodily injury by disease for each employee;
- (c) \$1 million bodily injury disease aggregate;
- 1.3.3 Voluntary Compensation;
- 1.3.4 If there is an exposure or injury to Contractor’s employees under the US Longshoremen’s and Harbor Worker’s Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for all such injuries or claims.
- 1.4 **Umbrella/Excess Liability Insurance** on an Occurrence basis in excess of the underlying insurance identified in paragraphs 1.1, 1.2, and 1.3.2 above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policy shall be written on a “drop-down-following form” basis, with only such exceptions as the City shall expressly approved in writing. The amounts of insurance required in paragraphs 1.1, 1.2, and 1.3.2 and this Section may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this section. The umbrella/excess liability insurance limits shall be dedicated solely to the specific Project described in this Contract Documents, and shall have limits of not less than the following amounts:

1.4.1 \$5 million any one occurrence and annually reinstating General Aggregate; and

1.4.2 \$5 million any one occurrence and Aggregate Products/Completed Operations.

The umbrella/excess liability insurance shall be kept in place for 10 years following completion of the work. Any self-insured retention shall be selected by the City pursuant to these requirements.

1.5 **Contractor's equipment.** Contractor will maintain All Risk Equipment Insurance covering all risk of physical damage to equipment provided for use at the Project site by the Contractor, whether owned, leased, rented, borrowed or used at the Project site. Contractor agrees to waive and does hereby waive its rights of recovery against the City and each of its officers, employees, consultants and agents including, but not limited to the City's council members and each City representative, as to any damage or loss which may occur to its equipment to the extent covered by insurance. Contractor will have the insurance company specifically agree to this waiver. If uninsured, Contractor will hold harmless the City and each of its officers, employees, consultants and agents including, but not limited to the City's Board of Trustees and each City representative, for loss or damage to its tools and equipment.

1.6 **Contractors Pollution Legal Liability Insurance** covering claims for bodily injury, property damage, including mold and loss of use of damage property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any pollution conditions arising from Contractor's operations or completed operations, performed by or on behalf of Contractor. Completed operations coverage will remain in effect for no less than 5 years after substantial completion of the work. Such coverage shall be written on an occurrence basis and shall apply to sudden and non-sudden pollution conditions and shall be placed with an insurer and in a form acceptable to the City. If any pollution liability coverages cannot be obtained on an occurrence form, after using best efforts to do so, such coverages may be provided on a claims-made basis. The pollution legal liability policy shall be dedicated solely to the specific Project described in the Contract Documents, and shall have limits not less than \$5 million per occurrence and in the aggregate. Any self-insured retention shall be selected by the City pursuant to these requirements.

1.7 **Builder's Risk.** The Contractor must, at the Contractor's own expense, maintain a builder's risk policy covering "all risks", including special form including extended coverage and vandalism, and malicious mischief endorsements. The policy must name the City and the Contractor as insureds. Such insurance must be carried in the amount of 100% of the Contract Price. In the event of a partial or total destruction of any or all of the Work at any time prior to the completion and acceptance thereof, the Contractor shall promptly reconstruct all Work so destroyed or injured at the Contractor's own cost and expense and at no cost to the City.

- 1.8 If any aircraft are to be used in the performance of the work, Contractor shall provide **Aircraft Liability Insurance** (including owned and non-owned) with the following minimum limits: Bodily Injury – \$10 million each occurrence, \$2 million each person; Property Damage – \$10 million each occurrence.
- 1.9 All policies of insurance shall be placed with insurers acceptable to the City. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Worker's Compensation) must have a rating of A XV or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to the City. Required minimum amounts of insurance may be increased should conditions of Work, in the sole opinion of the City, warrant such increase. Contractor shall increase required insurance amounts upon direction by the City.

2. Certificates of Insurance.

- 2.1 Contractor shall furnish the City with certificates of insurance completed by a duly authorized representative evidencing coverage required under Section 1 of these requirements. Such certificates shall be delivered to the City before any Work hereunder is commenced by Contractor and annually thereafter on or before the policy effective dates of Contractor's general liability insurance policy, and shall provide that no coverage under the policy shall be terminated, canceled or materially modified unless and until at least thirty (30) days prior written notice has been given to the City. Contractor shall inform the City in writing thirty (30) days prior to terminating or materially modifying coverage required in these requirements.
 - 2.2 Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.
 - 2.3 The City's acceptance of delivery of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policy shown in the certificates of insurance are in compliance with the requirements.
 - 2.4 The City has the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until the City receives all certificates or other evidence that insurance has been placed in complete compliance with these requirements.
 - 2.5 If any of the coverages are required to remain in force after Substantial Completion, Contractor shall submit an additional certificate evidencing continuation of such coverage with its final billing and at each subsequent renewal of Contractor's insurance.
3. **Required Endorsements.** Except as provided below, the policies required under Section 1 of these requirements shall be endorsed, in a form and manner acceptable to the City, providing as follows:

- 3.1 Except with regard to the Worker's Compensation and Employer's Liability Insurance, the City, its parent, subsidiary and affiliated organizations, and its City council, employees, representatives, consultants, and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured. Such additional insured endorsement for Commercial General Liability and excess/umbrella coverages shall be equivalent to ISO form GC 20 10 07 04, together with ISO form GC 20 37 07 04. The additional insured requirement for Commercial General Liability and excess/umbrella coverages is for the duration of this Agreement and an additional ten (10) years following Substantial Completion of the Work.
 - 3.2 Except with regard to the Worker's Compensation and Employer's Liability insurance, each policy, including additional insured coverages, shall be primary and no other insurance or self-insured retention carried or held by the City shall be called upon to contribute to a loss covered by insurance for the named insured.
 - 3.3 The insurance carriers waive their rights of subrogation against the City and all additional insureds, as well as other insurance carriers for the Work.
 - 3.4 Declarations pages required. Contractor or its insurance broker shall submit a copy of the declarations page for each policy. The page shall include the name of the carrier, policy number, the types of coverages and limits, the effective dates of the policy, and the broker's name and license number.
4. Certificates of Insurance and Endorsements shall have clearly typed thereon the City's name and title of the Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to the City Manager at 100 Civic Plaza, Dublin, CA, 94568, 30 days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of this Agreement, and such additional periods as required in these requirements. At the time of making an application for extension of the Time for Completion, and during all periods exceeding the Time for Completion resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time. Upon the City's request, Contractor shall submit to the City, within 10 days, copies of the actual insurance policies or renewals or replacements.
5. **Insurance Primary.** All limits and coverage is required of the Contractor in these requirements shall be primary over any insurance or self-insurance program carried by the City and the additional insureds.
6. **Joint ventures.** If the Contractor is a joint venture involving two or more entities, each independent entity will satisfy the limits and coverage is specified in these requirements or the joint venture will be named insured under each policy specified.
7. **Waiver of Right to Recovery Including Subrogation.** Contractor hereby waives all its rights of recovery and shall require all insurance policies in any way related to the Work secured and maintained by the Contractor to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against the City and all tiers of contractors or consultants engaged directly by the City. Contractor will require all tiers

of subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph.

8. **Cooperation.** Contractor shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the required policies, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
9. If injury occurs to any employee of Contractor, subcontractor, or sub-subcontractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the City under provisions of the Worker's Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from the City, the City may retain out of sums due Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If the City is compelled to pay compensation, the City may, in its discretion, either deduct and retain from the Contract Price the amount so paid, or require Contractor to reimburse the City.
10. Nothing in these requirements shall be construed as limiting in any way the extent to which Contractor or any subcontractor may be held responsible for payment damages resulting from their operations. Contractor's obligations to procure insurance are separate and independent of, and shall not limit Contractor's contractual indemnity and defense obligations. The City does not represent that coverages and limits required in this contract will necessarily be adequate to protect the Contractor.
11. Except for Worker's Compensation coverages, Contractor shall by appropriate written agreements flow-down the additional insured coverage, certificate, endorsement, waiver of subrogation, and all other requirements of these requirements to all tiers of subcontractors for all insurance required of such subcontractors by Contractor for the work.
12. Contractor shall pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, the City may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under the Contract Documents. If the aggregate limits on any Contractor's insurance policy are no longer available, Contractor must notify the City and immediately, at Contractor's expense, purchase replacement coverage to meet the insurance requirements as specified in these requirements. Alternatively, the Contractor's failure to maintain the required insurance shall be grounds for a termination for default in accordance with the Contract Documents.

END OF INSURANCE REQUIREMENTS

Exhibit B

Regional Street Crossing and Village Parkway Conduit Project Plans and Specifications

Plans: <https://www.dublinplanroom.com/projects/1925/plans/citywide-bicycle-and-pedestrian-regional-street-crossing/?preview=22769>

Specifications: <https://www.dublinplanroom.com/projects/1925/specs/citywide-bicycle-and-pedestrian-regional-street-crossing/?preview=22770>



CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BID SUMMARY

Project Name: Citywide Bicycle and Pedestrian Improvements - Regional Street Crossing & Downtown Dublin - Village Parkway Conduit

Project No. : ST0517 & PA0123

Bid Date: June 19, 2025

BASE BID				Golden Bay Construction Inc.		Sposeto Engineering Inc.		FBD Vangaurd Construction Inc.		Zara Construction		Ray's Electric	
ITEM	DESCRIPTION	Qty.	UNIT	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	Mobilization (Regional Street)	1	LS	\$42,055.00	\$42,055.00	\$15,000.00	\$15,000.00	\$71,440.00	\$71,440.00	\$34,000.00	\$34,000.00	\$43,750.00	\$43,750.00
2	Mobilization (Village Parkway)	1	LS	\$6,500.00	\$6,500.00	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$10,000.00	\$10,000.00	\$33,250.00	\$33,250.00
3	Traffic Control and Public Convenience (Regional Street)	1	LS	\$25,000.00	\$25,000.00	\$166,000.00	\$166,000.00	\$48,000.00	\$48,000.00	\$30,000.00	\$30,000.00	\$37,500.00	\$37,500.00
4	Traffic Control and Public Convenience (Village Parkway)	1	LS	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00
5	Water Pollution Control Work (Regional Street)	1	LS	\$800.00	\$800.00	\$18,400.00	\$18,400.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00
6	Water Pollution Control Work (Village Parkway)	1	LS	\$2,400.00	\$2,400.00	\$2,600.00	\$2,600.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
7	Clear and Grub	1	LS	\$500.00	\$500.00	\$9,500.00	\$9,500.00	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
8	Sheeting, Shoring, and Bracing	1	LS	\$2,000.00	\$2,000.00	\$25,200.00	\$25,200.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$8,250.00	\$8,250.00
9	Roadway Excavation	100	CY	\$260.00	\$26,000.00	\$270.00	\$27,000.00	\$425.00	\$42,500.00	\$200.00	\$20,000.00	\$250.00	\$25,000.00
10	0.17" Cold Plane Asphalt Concrete	60	SY	\$54.00	\$3,240.00	\$64.00	\$3,840.00	\$91.00	\$5,460.00	\$250.00	\$15,000.00	\$150.00	\$9,000.00
11	Remove Concrete (Sidewalk)	1,700	SF	\$8.00	\$13,600.00	\$5.00	\$8,500.00	\$12.00	\$20,400.00	\$12.00	\$20,400.00	\$15.00	\$25,500.00
12	Remove Concrete (Driveway)	220	SF	\$11.00	\$2,420.00	\$5.00	\$1,100.00	\$14.00	\$3,080.00	\$15.00	\$3,300.00	\$20.00	\$4,400.00
13	Remove Concrete (Valley Gutter)	290	SF	\$12.00	\$3,480.00	\$12.00	\$3,480.00	\$14.00	\$4,060.00	\$18.00	\$5,220.00	\$25.00	\$7,250.00
14	Remove Concrete (Curb)	60	LF	\$18.00	\$1,080.00	\$21.00	\$1,260.00	\$10.00	\$600.00	\$50.00	\$3,000.00	\$40.00	\$2,400.00
15	Remove Concrete (Curb and Gutter)	270	LF	\$25.00	\$6,750.00	\$21.00	\$5,670.00	\$20.00	\$5,400.00	\$40.00	\$10,800.00	\$30.00	\$8,100.00
16	Hot Mix Asphalt (Type A)	190	TON	\$370.00	\$70,300.00	\$312.50	\$59,375.00	\$576.00	\$109,440.00	\$300.00	\$57,000.00	\$480.00	\$91,200.00
17	Sidewalk	2500	SF	\$18.00	\$45,000.00	\$18.50	\$46,250.00	\$20.00	\$50,000.00	\$30.00	\$75,000.00	\$35.00	\$87,500.00
18	Curb and Gutter	340	LF	\$80.00	\$27,200.00	\$85.00	\$28,900.00	\$60.00	\$20,400.00	\$100.00	\$34,000.00	\$180.00	\$61,200.00
19	Concrete Curb (Type A1-6)	20	LF	\$78.00	\$1,560.00	\$52.00	\$1,040.00	\$45.00	\$900.00	\$120.00	\$2,400.00	\$175.00	\$3,500.00
20	6" Retaining Curb	35	LF	\$45.00	\$1,575.00	\$30.00	\$1,050.00	\$50.00	\$1,750.00	\$120.00	\$4,200.00	\$145.00	\$5,075.00
21	Driveway	200	SF	\$25.00	\$5,000.00	\$28.00	\$5,600.00	\$25.00	\$5,000.00	\$70.00	\$14,000.00	\$55.00	\$11,000.00
22	Valley Gutter	360	SF	\$35.00	\$12,600.00	\$31.00	\$11,160.00	\$30.00	\$10,800.00	\$50.00	\$18,000.00	\$50.00	\$18,000.00
23	Textured Asphalt Pattern	360	SF	\$31.00	\$11,160.00	\$35.00	\$12,600.00	\$32.00	\$11,520.00	\$45.00	\$16,200.00	\$30.00	\$10,800.00
24	Detectable Warning Surface	100	SF	\$50.00	\$5,000.00	\$62.00	\$6,200.00	\$26.00	\$2,600.00	\$80.00	\$8,000.00	\$75.00	\$7,500.00
25	Wood Bark Mulch	180	SF	\$20.00	\$3,600.00	\$12.50	\$2,250.00	\$39.00	\$7,020.00	\$60.00	\$10,800.00	\$10.00	\$1,800.00
26	Adjust Utility to Grade	1	EA	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$2,900.00	\$2,900.00	\$3,500.00	\$3,500.00	\$2,250.00	\$2,250.00
27	Install Storm Drain Inlet	1	EA	\$11,000.00	\$11,000.00	\$8,900.00	\$8,900.00	\$21,200.00	\$21,200.00	\$35,000.00	\$35,000.00	\$14,750.00	\$14,750.00
28	Install Storm Drain Manhole	1	EA	\$46,000.00	\$46,000.00	\$36,550.00	\$36,550.00	\$37,000.00	\$37,000.00	\$65,150.00	\$65,150.00	\$32,750.00	\$32,750.00
29	Install Modified Type A Inlet	1	EA	\$19,000.00	\$19,000.00	\$17,300.00	\$17,300.00	\$18,000.00	\$18,000.00	\$35,000.00	\$35,000.00	\$15,250.00	\$15,250.00
30	Reconstruct Existing Storm Drain Manhole Top	2	EA	\$6,500.00	\$13,000.00	\$5,200.00	\$10,400.00	\$17,000.00	\$34,000.00	\$15,000.00	\$30,000.00	\$17,250.00	\$34,500.00
31	15" RCP Class IV	17	LF	\$275.00	\$4,675.00	\$450.00	\$7,650.00	\$600.00	\$10,200.00	\$1,500.00	\$25,500.00	\$515.00	\$8,755.00
32	Install New Tree Well Gate	2	EA	\$6,100.00	\$12,200.00	\$8,500.00	\$17,000.00	\$8,400.00	\$16,800.00	\$6,000.00	\$12,000.00	\$3,200.00	\$6,400.00
33	Remove Roadside Sign	1	EA	\$190.00	\$190.00	\$220.00	\$220.00	\$115.00	\$115.00	\$500.00	\$500.00	\$100.00	\$100.00
34	Remove Post and Foundation for Roadside Sign	1	EA	\$330.00	\$330.00	\$375.00	\$375.00	\$115.00	\$115.00	\$600.00	\$600.00	\$350.00	\$350.00
35	Install Roadside Sign	3	EA	\$440.00	\$1,320.00	\$500.00	\$1,500.00	\$170.00	\$510.00	\$900.00	\$2,700.00	\$200.00	\$600.00
36	Install Post and Foundation for Roadside Sign	3	EA	\$715.00	\$2,145.00	\$820.00	\$2,460.00	\$490.00	\$1,470.00	\$2,000.00	\$6,000.00	\$650.00	\$1,950.00
37	Remove Conflicting Striping and Pavement Markings	1	LS	\$9,350.00	\$9,350.00	\$10,700.00	\$10,700.00	\$9,800.00	\$9,800.00	\$9,200.00	\$9,200.00	\$2,500.00	\$2,500.00
38	Thermoplastic Traffic Stripe (24") (White)	90	LF	\$16.50	\$1,485.00	\$19.00	\$1,710.00	\$17.00	\$1,530.00	\$25.00	\$2,250.00	\$25.00	\$2,250.00
39	Thermoplastic Traffic Stripe (Detail 39)	450	LF	\$3.00	\$1,350.00	\$4.00	\$1,800.00	\$3.50	\$1,575.00	\$9.00	\$4,050.00	\$8.00	\$3,600.00
40	Thermoplastic Traffic Stripe (Detail 39A)	170	LF	\$3.00	\$510.00	\$4.00	\$680.00	\$3.50	\$595.00	\$9.00	\$1,530.00	\$4.00	\$680.00
41	Thermoplastic Pavement Marking (Arrows, Words, Symbols)	78	SF	\$16.50	\$1,287.00	\$19.00	\$1,482.00	\$17.00	\$1,326.00	\$16.00	\$1,248.00	\$15.00	\$1,170.00
42	Red Curb Paint	210	LF	\$3.50	\$735.00	\$4.00	\$840.00	\$3.50	\$735.00	\$7.00	\$1,470.00	\$7.00	\$1,470.00
43	Thermoplastic Green Bike Lane Striping	100	LF	\$40.00	\$4,000.00	\$45.00	\$4,500.00	\$41.00	\$4,100.00	\$36.00	\$3,600.00	\$65.00	\$6,500.00
44	RRFB Installation and Street Light Modification	1	LS	\$85,000.00	\$85,000.00	\$108,400.00	\$108,400.00	\$110,000.00	\$110,000.00	\$105,250.00	\$105,250.00	\$127,000.00	\$127,000.00
45	Conduit Installation at Village Pkwy & Dublin Blvd	1	LS	\$32,500.00	\$32,500.00	\$24,500.00	\$24,500.00	\$64,000.00	\$64,000.00	\$29,500.00	\$29,500.00	\$77,000.00	\$77,000.00
TOTAL					\$572,397.00	*	\$724,692.00		\$781,441.00		\$809,368.00		\$896,100.00
				APPARENT LOW BIDDER									

* Mathematical error "summation of bid items"

List of Sub-Contractors

Description	Golden Bay Construction Inc.	Sposeto Engineering Inc.	FBD Vangaurd Construction Inc.	Zara Construction	Ray's Electric
Electrical	Gremelli Industries	Gremelli Industries	W. Bradley Electric	Gremelli Industries	
Textured Asphalt Pattern	Asphalt Impressions	Asphalt Impressions	Asphalt Impressions	Asphalt Impressions	Asphalt Impressions
Striping and Signage	Sierra Traffic Markings	Sierra Traffic Markings			Bayside Stripe
Striping			Sierra Traffic Markings	Tri-Valley Striping	
Survey		Mike O'dell Surveys			
Utility Storm Drain				John Boylan Engineering, Inc.	
Traffic Control					MZB Engineering
Water Pollution Control Plan					Tully Consulting Group
Underground			T.D.W Construction		T.D.W Construction

Citywide Bicycle and Pedestrian Improvements

Overview

Project Number ST0517

Description

This project includes planning, design, and construction of improvements to various pedestrian and bicycle facilities throughout the City, including pedestrian/bicycle bridges and annual sidewalk repair. This project includes design and construction of improvements recommended in the updated Bicycle and Pedestrian Plan, which was adopted by the City Council on January 10, 2023, as well as the Safe Routes to School improvements. The project also includes an update to the Americans with Disabilities Act (ADA) Transition Plan and implementation of Public Right-of-way Accessibility Guidelines (PROWAG). The plan update will include a review of City buildings, parks, and rights-of-way.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$4.66M	\$2.47M	\$7.33M	\$12M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	\$3,173,298	\$1,861,445	\$2,381,000	\$525,000	\$525,000	\$525,000	\$0	\$8,990,743
9200 - Contract Services	\$1,314,668	\$555,000	\$200,000	\$200,000	\$200,000	\$200,000	\$0	\$2,669,668
9100 - Salaries & Benefits	\$127,372	\$50,728	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$258,100
9500 - Miscellaneous	\$40,034	\$7,500	\$5,000	\$5,000	\$5,000	\$5,000	\$0	\$67,534
Total	\$4,655,372	\$2,474,673	\$2,606,000	\$750,000	\$750,000	\$750,000	\$0	\$11,986,045



Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$4.66M	\$2.47M	\$7.33M	\$12M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	\$1,471,600	\$630,000	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$3,101,600
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$601,872	\$698,228	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$2,300,100
2220 - Road Maint. & Rehab Account (RMRA)	\$0	\$355,000	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$1,355,000
2217 - Measure BB Grants	\$135,000	\$0	\$1,053,000	\$0	\$0	\$0	\$0	\$1,188,000
1001 - General Fund	\$858,000	\$105,000	\$0	\$0	\$0	\$0	\$0	\$963,000
2924 - VRF (ACTC) Grants	\$0	\$0	\$803,000	\$0	\$0	\$0	\$0	\$803,000
2212 - Vehicle Registration Fee (Alameda CTC)	\$726,000	\$0	\$0	\$0	\$0	\$0	\$0	\$726,000
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	\$510,000	\$0	\$0	\$0	\$0	\$0	\$0	\$510,000
2203 - Transportation Development Act	\$210,000	\$286,445	\$0	\$0	\$0	\$0	\$0	\$496,445
2923 - Alameda County Grant	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$142,900	\$0	\$0	\$0	\$0	\$0	\$0	\$142,900
Total	\$4,655,372	\$2,474,673	\$2,606,000	\$750,000	\$750,000	\$750,000	\$0	\$11,986,045

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$12K	\$12K	\$12K

Project Timeline

- **01/10/2023**
Adopted updated Bicycle and Pedestrian Plan.
- **07/1/2024**
In July 2024, the City was awarded \$400,000 in funding from Alameda County Health Services Department through the Enhancing Vision 2026 (EV2026) Fund and will be used for the Regional Street Mid-block Crossing project.
- **09/25/2024**



On September 25, 2024, Staff was notified that the City was awarded \$286,445 in Transportation Development Act (TDA) funding after approval by the Metropolitan Transportation Commission (MTC) in March 2025, which will be used for pedestrian and trail improvements along Amador Valley Boulevard and at the Iron Horse Regional Trail crossing.

- **05/22/2025**

On May 22, 2025 Alameda CTC awarded grant funding in the amount of \$1,053,000 in Measure BB funds and \$803,000 in VRF funds for San Ramon Road and Amador Valley Boulevard intersection improvements, which will be allocated in Fiscal Year 2025-26.

- **07/1/2025**

The Safe Routes to School improvements at the intersections of Central Parkway at Aspen Street and Hibernia Drive, Grafton Street at Antone Way, and Amador Valley Boulevard at Burton Street are anticipated to be completed late 2025. The Downtown Dublin pedestrian crossing improvements on Regional Street is anticipated to begin construction in summer 2025. The ADA Transition Plan update, funded by the General Fund, is anticipated to be completed in 2026.

Downtown Dublin

Overview

Project Number PA0123

Description

This project provides for public art commissions in Downtown Dublin. The project includes a comprehensive review of existing Downtown Dublin planning documents and the Public Art Master Plan, as well as the development of a guide for public art in the Downtown.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$650K	\$300K	\$850K	\$1.5M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Repairs/Improvements	\$300,000	\$300,000	\$300,000	\$250,000	\$0	\$0	\$0	\$1,150,000
9500 - Miscellaneous	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
9200 - Contract Services - Engineering/Architecture	\$75,040	\$0	\$0	\$0	\$0	\$0	\$0	\$75,040
9100 - Salaries & Benefits - Planning	\$24,960	\$0	\$0	\$0	\$0	\$0	\$0	\$24,960
Total	\$650,000	\$300,000	\$300,000	\$250,000	\$0	\$0	\$0	\$1,500,000

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$650K	\$300K	\$850K	\$1.5M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2801 - Public Art Fund	\$650,000	\$300,000	\$300,000	\$250,000	\$0	\$0	\$0	\$1,500,000
Total	\$650,000	\$300,000	\$300,000	\$250,000	\$0	\$0	\$0	\$1,500,000



Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$0	\$5K	\$5K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
General Maintenance	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$5,000
Total	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$5,000

Project Timeline

- 07/1/2025
The planning phase began in 2025.



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Amendment to the Letter of Agreement with the Dublin San Ramon Services District for Continued Administration of the Sewer Capacity Assistance Program
Prepared by: Felicia Escover, Economic Development Manager

EXECUTIVE SUMMARY:

The City Council will consider approving an amendment to the Letter of Agreement with the Dublin San Ramon Services District for the continued administration of the Sewer Capacity Assistance Program. The amendment consolidates previous agreements and incorporates updated program terms and a 10-year extension of the program through June 30, 2035.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving the Amended Letter of Agreement with Dublin San Ramon Services District for the Continued Administration of the Sewer Capacity Assistance Program.

FINANCIAL IMPACT:

There is no direct cost associated with executing the amended Letter of Agreement. Extending the Sewer Capacity Assistance Program facilitates the attraction of commercial properties to Dublin, providing a general economic benefit to the City.

DESCRIPTION:

Background

On May 4, 2010, the City Council adopted Resolution No. 53-10 approving the creation of a Sewer Capacity Assistance Program in partnership with Dublin San Ramon Services District (DSRSD). The Program, which has been amended and extended multiple times since its inception, allows the City to transfer unused sewer capacity from City-owned properties to private properties, supporting the recruitment, renovation, and re-use of commercial properties in Dublin.

Through the Program, the City initially transferred 66.2 Dwelling Unit Equivalents (DUEs) of

sewer capacity. An additional 63.24 DUEs were allocated in January 2015. The Program has successfully attracted restaurants and other businesses to Dublin by helping reduce upfront wastewater-related costs. To date, 17 businesses and/or property owners have participated, leaving a remaining balance of 21.93 DUEs.

On May 20, 2025, the City Council adopted Resolution No. 31-25, extending the Program through June 30, 2030. Following this action, DSRSD staff proposed additional updates to streamline Program administration and recommended extending the Program further to June 30, 2035. Key proposed updates include:

- DUEs allocated to a parcel will remain with that parcel and may not be reallocated back to the City;
- The City will provide a schedule and plan for the use of the remaining DUEs;
- The City and DSRSD will meet annually to review and update the Program; and
- The City and District will establish mutually agreed-upon procedures to simplify Program administration.

City Staff support these changes, which will enhance long-term economic development efforts by continuing to offset wastewater-related costs for new, expanding, and relocating businesses. The amended Letter of Agreement incorporates these updates and extends the Program accordingly.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin.
Objective D: Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and the Staff Report was shared with Dublin San Ramon Services District in advance of the meeting.

ATTACHMENTS:

- 1) Resolution Approving the Amended Letter of Agreement with Dublin San Ramon Services District for the Continued Administration of the Sewer Capacity Assistance Program
- 2) Exhibit A to the Resolution - Amended Letter of Agreement for the Administration of Unused City of Dublin Wastewater Capacity

RESOLUTION NO. XX – 25**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING THE AMENDED LETTER OF AGREEMENT WITH DUBLIN SAN RAMON
SERVICES DISTRICT FOR THE CONTINUED ADMINISTRATION OF THE SEWER
CAPACITY ASSISTANCE PROGRAM**

WHEREAS, the City of Dublin and the Dublin San Ramon Services District (DSRSD) established the Sewer Capacity Assistance Program in 2010 to allow the City to transfer unused sewer capacity from City-owned properties to private properties in order to support economic development and encourage the reuse and renovation of properties in the City; and

WHEREAS, the Program has successfully supported 17 businesses and/or property owners and has served as an effective tool for business attraction; and

WHEREAS, the Program has been amended and extended multiple times since its inception, including through Resolutions No. 53-10, 67-13, 161-14, 34-19, and most recently through 31-25, which extended the Program through June 30, 2030; and

WHEREAS, on June 3, 2025, DSRSD adopted Resolution No. 20-25 formalizing a further 10-year extension of the Program through June 30, 2035, and requested that the City execute a new Amended Letter of Agreement consolidating and replacing all prior agreements; and

WHEREAS, the Amended Letter of Agreement includes updated program terms, such as a revised capacity limit of 21.93 Dwelling Unit Equivalents (DUEs), a requirement to submit a written utilization plan, and clarified procedures for allocation and project-specific agreements, as further described in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin hereby approves the Amended Letter of Agreement with the Dublin San Ramon Services District for the continued administration of the Sewer Capacity Assistance Program.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to make changes to the Program's procedures to streamline the Program's administration.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

June 24, 2025

Colleen Tribby, City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568

**SUBJECT: Amended Letter of Agreement for the Administration of Unused City of Dublin
Wastewater Capacity**

Dear Ms. Tribby:

At the request of the City of Dublin (City), on June 17, 2025, the Board of Directors of Dublin San Ramon Services District (District) adopted Resolution No. 20-25(Attachment A) extending certain unused wastewater capacity allocated to City properties. The City wishes to use this wastewater capacity as a credit against wastewater capacity needed for projects on City-owned properties, as credit against wastewater capacity that would otherwise be purchased by new, expanding, or relocating businesses, or as credit against wastewater capacity needed for new development projects (the "Program"). Resolution No. 20-25 acknowledges the prior letter agreements dated May 11, 2010 and February 4, 2016, respectively, and requires a new revised Letter of Agreement between the City and District to consolidate the two existing letter agreements, and to reflect the additional conditions required by the District Board of Directors. Upon the City's approval and acceptance, evidenced by your signature below, this letter will serve as the Amended Letter of Agreement.

The conditions and procedures for administering the Program shall be as follows:

- City shall provide to District Engineer a letter providing the name and contact information for the applicant for the new or expanding business, residential development project, or City Project (hereinafter collectively referenced as the "Project") the City is supporting, the name and contact information for the owner(s) of the property on which the Project is located (if different than the applicant for the Project) and the number of dwelling unit equivalents ("DUEs") the City desires to allocate to the Project.
- The District Engineer shall have the discretion to determine whether the number of DUEs the City desires to allocate to the Project are consistent with the wastewater flow

characteristics, including volume and strength in terms of BOD and SS, for the proposed use. Such determination will be based, at the sole discretion of the District Engineer, on information concerning the wastewater flow characteristics provided by the Applicant, and/or on a schedule of wastewater flow characteristics for the category or categories of use classifications determined by the District Engineer to be most applicable to the proposed use.

- The Applicant shall be responsible for complying with the District Code of Regulations with respect to commencing wastewater service, including but not limited to the acquisition of all additional DUEs determined to be necessary, the application for a District Facilities Construction Permit and compliance with all conditions thereto, and for paying all fees and changes attributable to the Project.
- Prior to and as a condition of District authorizing a Project to proceed, City shall sign an agreement with the District, the applicant, and the landowner (if different from the applicant) regarding management of the DUEs allocated for the Project, which agreement shall be substantially in the form attached hereto as Attachment B, which form of agreement shall be revised to conform to this Amended Letter Agreement, and changes made from time to time to pertinent portions of the District Code of Regulations.
- The Program will be effective for a ten (10) year term, through June 30, 2035, after which date the Program and Amended Letter of Agreement shall terminate and any unused DUE credits made available for reallocation pursuant to the Program will expire.
- DUEs allocated by the City to any parcel of land for commercial, residential or City projects under the Program shall not be eligible for reallocation back to the City for use on a different parcel should a Program Project fail to proceed.
- Within one hundred and eighty (180) days after the effective date of this Amended Letter Agreement, the City shall submit to the District a written plan to utilize the remaining DUE credits within the ten (10) years provided.
- The aggregate total of DUEs allocated under the Program shall not exceed twenty-one and ninety-three hundredths (21.93) DUEs at any time.
- As of the effective date (which shall be July 1, 2025), this Amended Letter of Agreement shall supersede the letter agreements as required by Resolution No. 9-10 and No. 5-15

RESOLUTION NO. 20-25

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT AMENDING THE CITY OF DUBLIN UNUSED SEWER CAPACITY PROGRAM, AUTHORIZED BY RESOLUTION NOS. 9-10, 14-10, AND 5-15, BY EXTENDING THE PROGRAM TERMINATION DATE AND ADDING FURTHER CONDITIONS, AND RESCINDING RESOLUTION NO. 14-20 IN PART

WHEREAS, on March 2, 2010, the Board approved, by Resolution No. 9-10, the City of Dublin Unused Sewer Capacity Program ("Program") as an economic stimulus measure for commercial development; and

WHEREAS, on April 20, 2010, the Board approved, by Resolution No. 14-10, expanding the Program to include residential properties; and

WHEREAS, on November 15, 2011, the Board approved, by Resolution No. 66-11, extending the expiration of the Program to December 31, 2013; and

WHEREAS, on December 17, 2013, the Board approved, by Resolution No. 57-13, extending the expiration of the Program to December 31, 2016; and

WHEREAS, on January 20, 2015, the Board approved, by Resolution No. 5-15, expanding the Program to include additional dwelling unit equivalents (DUEs); and

WHEREAS, on October 18, 2016, the Board approved, by Resolution No. 67-16, extending the expiration of the Program to December 31, 2020; and

WHEREAS, on March 3, 2020, the Board approved, by Resolution No. 14-20, extending the expiration of the Program to June 30, 2025; and

WHEREAS, the City of Dublin has seen successes in attracting new businesses to Dublin; and

WHEREAS, the Board recognizes the Program continues to contribute towards the economic development within its service area; and

WHEREAS, the Program expires on June 30, 2025, unless extended by a Resolution of the Board of Directors; and

WHEREAS, the City of Dublin has requested the Program be extended to June 30, 2030; and

WHEREAS, the District desires to accommodate the City of Dublin's request and to further extend the Program to June 30, 2035, with conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. The City of Dublin Unused Sewer Capacity Program first authorized by Resolution No. 9-10, and as amended and extended by subsequent resolutions, is hereby further extended to June 30, 2035, with the following additional conditions:

- a. The Program will be effective through June 30, 2035, after which date the Program and letter agreement shall terminate and any unused DUE credits made available for reallocation pursuant to the Program will expire; and
- b. DUEs allocated by the City to any parcel of land for commercial or residential projects under the Program shall not be eligible for reallocation back to the City for use on a different parcel should a Program applicant project fail to proceed; and
- c. The City shall submit to the District a written plan to utilize the remaining DUE credits within the ten (10) years provided pursuant to this resolution; and
- d. The existing letter agreement between the District and the City shall be revised to reflect the conditions described herein; and
- e. The General Manager and General Counsel are hereby authorized to revise the letter agreement as provided for herein and to make other non-substantive revisions without further approval of the Board.

2. The remaining 21.93 DUE credits, existing as of June 17, 2025, and allocated for use under the Program pursuant to Resolution Nos. 9-10 and 5-15, are hereby re-affirmed and ratified. Except to the extent required to implement the preceding sentence and to further the intent of this action, Resolution No. 14-20, attached hereto as Exhibit "A," is hereby rescinded upon the effective date of this resolution.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 17th day of June, 2025, and passed by the following vote:

AYES: 5 – Directors Georgean M. Vonheeder-Leopold, Dinesh Govindarao, Ann Marie Johnson, Richard M. Halket, Arun Goel

NOES: 0

ABSENT: 0

ATTEST:


Nicole Genzale, District Secretary


Arun Goel, President

RESOLUTION NO. 14-20

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING EXTENSION OF THE CITY OF DUBLIN UNUSED SEWER CAPACITY PROGRAM BY EXTENDING THE PROGRAM TERMINATION DATE IN RESOLUTION NO. 9-10 AND RESCINDING RESOLUTION NO. 67-16

WHEREAS, on March 2, 2010 the Board approved, by Resolution No. 9-10, the City of Dublin Unused Sewer Capacity Program ("Program") as an economic stimulus measure for commercial development; and

WHEREAS, on April 20, 2010 the Board approved, by Resolution No. 14-10, expanding the Program to include residential properties; and

WHEREAS, on November 15, 2011 the Board approved, by Resolution No. 66-11, extending the expiration of the Program to December 31, 2013; and

WHEREAS, on December 17, 2013 the Board approved, by Resolution No. 57-13, extending the expiration of the Program to December 31, 2016; and

WHEREAS, on October 18, 2016 the Board approved, by Resolution No. 67-16, extending the expiration of the Program to December 31, 2020; and

WHEREAS, the City of Dublin has seen recent successes in attracting new businesses to Dublin; and

WHEREAS, the Board recognizes that the Program continues to contribute towards the economic development within its service area; and

WHEREAS, the Program expires on December 31, 2020 unless extended by a Resolution of the Board of Directors; and

WHEREAS, the City of Dublin has requested the Program be extended to June 30, 2025; and

WHEREAS, the District desires to accommodate the City of Dublin's request to extend the Program to June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California, as follows:

1. In Section 1.e of Resolution No. 9-10, the date December 31, 2020 is hereby changed to June 30, 2025.

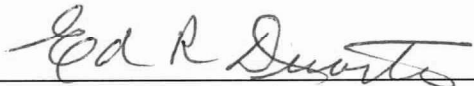
2. All dwelling unit equivalent (DUE) credits allocated by the City of Dublin under the Program pursuant to Resolution Nos. 66-11, 57-13, and 67-16, are hereby re-affirmed and ratified. Except to the extent required to implement the preceding sentence, Resolution No. 67-16, attached as Exhibit "A", is hereby rescinded effective upon the effective date of this resolution.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 3rd day of March, 2020, and passed by the following vote:

AYES: 3 - Directors Ann Marie Johnson, Georgean M. Vonheeder-Leopold,
Edward R. Duarte

NOES: 0

ABSENT: 2 - Directors Richard M. Halket, Madelyne A. Misheloff



Edward R. Duarte, President

ATTEST: 

Nicole Genzale, District Secretary

RESOLUTION NO. 67-16

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING EXTENSION OF THE CITY OF DUBLIN UNUSED SEWER CAPACITY PROGRAM BY EXTENDING THE PROGRAM TERMINATION DATE IN RESOLUTION NO. 9-10 AND RESCINDING RESOLUTION NO. 57-13

WHEREAS, on March 2, 2010 the Board approved, by Resolution No. 9-10, the City of Dublin Unused Sewer Capacity Program ("Program") as an economic stimulus measure for commercial development; and

WHEREAS, on April 20, 2010 the Board approved, by Resolution No. 14-10, expanding the Program to include residential properties; and

WHEREAS, on November 15, 2011 the Board approved, by Resolution No. 66-11, extending the expiration of the Program to December 31, 2013; and

WHEREAS, on December 17, 2013 the Board approved, by Resolution No. 57-13, extending the expiration of the Program to December 31, 2016; and

WHEREAS, the City of Dublin has seen recent successes in attracting new businesses to Dublin; and

WHEREAS, the Board recognizes that the Program continues to contribute towards the economic recovery within its service area; and

WHEREAS, the Program expires on December 31, 2016 unless extended by a Resolution of the Board of Directors; and

WHEREAS, the City of Dublin has requested the Program be extended to December 31, 2020; and

WHEREAS, the District desires to accommodate the City of Dublin's request to extend the Program to December 31, 2020.

Res. No. 67-16

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. In Section 1.e of Resolution No. 9-10, the date December 31, 2013 is hereby changed to December 31, 2020.
2. All DUE credits allocated by the City of Dublin under the Program pursuant to Resolution No. 66-11 and 57-13 are hereby re-affirmed and ratified. Except to the extent required to implement the preceding sentence, Resolution No. 57-13 is hereby rescinded effective upon the effective date of this resolution, and attached as Exhibit A.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 18th day of October 2016, and passed by the following vote:

AYES: 5 - Directors Richard M. Halket, Georgean M. Vonheeder-Leopold, Madelyne A. Misheloff, Edward R. Duarte, D.L. (Pat) Howard

NOES: 0

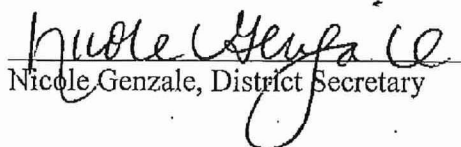
ABSENT: 0



D.L. (Pat) Howard, President

ATTEST:

By:



Nicole Genzale, District Secretary

**AGREEMENT PERMITTING REALLOCATION OF
REGIONAL AND LOCAL SEWER CAPACITY RIGHTS**

This Agreement, made and entered into this _____ day of _____, 20__, by and between the DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California (“District”), CITY OF DUBLIN, a general law city in the County of Alameda (“City”), **PROPERTY OWNER’S NAME IN ALL CAPS** (“Owner”) and **APPLICANT’S NAME IN ALL CAPS** (“Applicant”);

WITNESSETH:

WHEREAS, Applicant has requested and applied for a Certificate of Capacity Rights from the District to receive service from the District’s wastewater facilities; and

WHEREAS, City has agreed to allocate City wastewater capacity rights for Applicant’s new, expanding, or relocating business (hereinafter, “project” or “Applicant’s Project”); and

WHEREAS, Owner acknowledges the benefits of using such an allocation to support Applicant’s Project, and believes that those benefits outweigh the risk that such an allocation could subsequently be removed from the Owner’s Property if Applicant’s Project is unsuccessful; and

WHEREAS, Owner is therefore willing to agree that if Applicant’s Project fails, City may recover the full amount of City’s wastewater capacity rights that City has allocated to Applicant’s project; and

WHEREAS, under the circumstances specified in, and pursuant to the provisions of, Resolution No. _____, a portion of City’s wastewater capacity rights may be allocated to Applicant’s Project pursuant to written agreement in a form approved by the District’s Board of Directors; and

WHEREAS, City, Owner and Applicant desire to enter into such agreement in the form hereof as heretofore approved by the District’s Board of Directors;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Definitions.** The following words and terms as used herein shall have the meanings respectively ascribed thereto except to the extent that any one or more of said definition(s) may from time to time be amended or revised by the District’s Board of Directors through amendment of the District Code affecting (and/or renumbering) the provisions referenced below:
 - A. **Applicant** – hereinabove described.
 - B. **Applicant’s Project** – (**DESCRIPTION OF PROJECT**)

- C. **BOD** – defined in the District Code, Section 1.20.080, as follows:

“BOD (biochemical oxygen demand)” means the quantity of dissolved oxygen utilized in the biochemical oxidation of organic matter measured using the standard laboratory method therefor, usually expressed in milligrams per liter (mg/L).

- D. **Capacity Rights** – defined in the District Code, Section 1.20.080, with respects to wastewater connection, as follows:

“Capacity rights” means the flow, BOD and suspended solids (SS) capacity purchased by a user upon obtaining a certificate of capacity rights, or, if such data is not available, the average month loadings of a user during some prior calendar year when it can be shown to the satisfaction of the District Engineer that such prior year’s average month loadings are more representative of a user’s use of the wastewater system.

- E. **Certificate of Capacity Rights** – defined in the District Code, Section 1.20.080, as follows:

“Certificate of capacity rights” (formerly known as “connection permit” or “sewer permit”) means a certificate granted by the District to an applicant reserving capacity sufficient to provide potable and/or recycled water service through a specified number of equivalent 5/8-inch water meters to be provided on the parcel which will be served by the District, or to provide the wastewater capacity in terms of flow and strength allocated to the parcel to be served by the District, or both.

- F. **District** – hereinabove defined.

- G. **District Code** – the District Code of the Dublin San Ramon Services District, as adopted, and as amended from time to time by the District’s Board of Directors.

- H. **Local Wastewater Capacity Fee** – defined in the District Code, Section 3.70.010.C.2, as follows:

Local wastewater capacity reserve fees for service from and use of the District’s wastewater collection system, based on average daily flow proposed to be discharged to the wastewater system, within the area served by the District or a specified portion thereof, as estimated by the District Engineer.

- I. **Non-transferability of certificate of capacity rights** – defined in the District Code, Section 3.60.040, as follows:

Capacity rights, when a certificate therefor is issued, shall attach to and run with the lot or parcel of land for which the certificate was issued; capacity rights for multiple parcels, including landscaped parcels along roadways, under common ownership and served by a single irrigation water meter shall attach to and run with the parcels of land for which the certificate was issued. The certificate of capacity rights is not transferable except with the land to which it is attached.

J. Owner - hereinabove defined.

K. Owner's Property – Assessor's Parcel No. _____.

L. Regional Wastewater Capacity Reserve Fee – defined in the District Code, Section 3.70.010.C.1, as follows:

Regional wastewater capacity reserve fees for service from and use of the District's regional wastewater treatment plant, as determined by the District Engineer, based on the average daily flow, BOD and SS proposed to be discharged to the wastewater system within the area served by the District or a specified portion thereof as estimated by the District Engineer.

M. Residential Discharge Equivalency – as defined herein, as follows:

Residential discharge equivalency means a unit of wastewater discharge equal in volume and strength to the discharge of a typical single-family residential user. This shall be 220 gallons per day of flow, 0.42 lb. per day of BOD, and 0.45 lb. per day of SS.

N. SS – defined in the District Code, Section 1.20.080, as follows:

“SS (suspended solids)” means solids, as measured using the standard laboratory method therefor, that are in suspension in wastewater and which are largely removable by laboratory filtration procedures.

Notwithstanding any implication to the contrary, this Agreement shall remain in effect despite the revision or repeal of any of the sections of the District Code, including without limitation those referenced above.

2. **Allocated Wastewater Capacity Rights.** In response to the Applicant's request City shall, subject to the right to terminate set forth in Paragraph 4, allocate Wastewater Capacity Rights to Owner's Property in the amount of xxxxx gpd (gallons per day) flow, xxxxx pounds per day BOD and xxxxx pounds per day SS [or, xx.xx Residential Discharge Equivalencies, as applicable]. Said allocation shall be provided to Applicant as an equivalent portion of credit toward both Regional Wastewater Capacity Reserve Fee and Local Wastewater Capacity

Reserve Fee due for Applicant's Project. Said allocation shall become effective upon Applicant's payment of the remainder of fees due and District issuance to Applicant a Certificate of Capacity Rights for Applicant's Project. In recognition of the benefits flowing from the allocation of additional Capacity Rights to Owner's Property as specified in this Agreement, Owner expressly waives the protections that would otherwise be afforded to Owner by the District Code, including without limitation those sections referenced above, to the extent they are determined by the District to be inconsistent with the provisions of this Agreement.

3. **Term of Agreement; Effect of Termination.** This Agreement shall become effective upon the date first hereinabove written and, unless earlier terminated pursuant to Paragraphs 4 or 6 hereof, shall expire ten (10) years from the date of issuance of a Certificate of Occupancy pertaining to the Applicant's Project located on Owner's Property.

In the event of termination by District pursuant to Paragraph 4 or Paragraph 6 of this Agreement, all rights and privileges of Owner and Applicant hereunder shall cease and terminate, and all Wastewater Capacity Rights allocated pursuant to this Agreement shall forthwith revert to City, and become the property of City, and the Certificate of Capacity Rights issued hereunder shall be amended to reflect the re-allocation to City of all Wastewater Capacity Rights allocated pursuant to this Agreement and the commensurate reduction in Wastewater Capacity Rights allocated to Owner's Property. District or City may, but shall not be required to, record a Notice of Termination against the Owner's Property upon which the Applicant's Project is or was located.

Notwithstanding the foregoing, the Wastewater Capacity Rights allocated to Owner's Property by virtue of the Wastewater Capacity Reserve Fees paid by Applicant shall remain allocated to Owner's Property and shall run with such land, subject to the provisions of to the District Code relating to the reduction, expiration, or termination of Sewer Permits and Capacity Rights.

4. **Allocation Expressly Conditional on Continuing Operations:** During the term of this Agreement, should the City determine that Applicant's Project has ceased operations, all rights and privileges of Owner and Applicant under this Agreement, shall cease and, upon the written request of City, the District may terminate this Agreement upon five (5) days' written notice, whereupon all Wastewater Capacity Rights allocated pursuant to the Certificate of Capacity Rights issued hereunder shall, as specified in Paragraph 3 (Term of Agreement; Effect of Termination), revert to City, and become the property of City. District's right of termination under this Paragraph 4 is in addition to, and separate from, District's right of termination pursuant to Paragraph 6 (Hold Harmless).
5. **Non-Assignability.** Neither this Agreement, nor any interest herein, may be assigned, conveyed, or in any manner transferred by Owner or Applicant to anyone, including any successor to the Owner (of the Owner's Property) or any

successor to the owner of Applicant's Project, or to or by one or more tenants thereof, without the prior written consent thereto signed by the City Manager and the District's General Manager, which consent may be conditioned upon the signature of the successor(s) upon a recordable instrument by which the successor(s) assume(s) all of the rights and obligations of its predecessor under this Agreement, which shall, at the election of either the City or the District, be recorded against the Owner's Property upon which the Applicant's Project is or was located. District and City shall not unreasonably withhold its consent to an assignment to the successive owner(s) of Owner's Property or to the successive owner(s) of Applicant's Project.

Notwithstanding the foregoing, no assignment of the Certificate of Capacity Rights issued hereunder, or the Capacity Rights pertaining thereto, shall be made with respect to any other property than Owner's Property hereinabove defined except as specified in Paragraphs 2 or 4 above.

6. **Hold Harmless.** Applicant shall hold harmless, defend, and indemnify District, its Board of Directors, officers, employees, consultants, and agents from and against any and all claims, suits, causes of action, or other proceedings for damages, injuries, losses, costs (including attorneys' fees and costs of suit or other dispute resolution processes), or any other liability arising out of, or in connection with, the performance, or failure to perform, any of the duties and obligations of Applicant hereunder. The duty to defend shall include provision for all costs and fees, including attorneys' fees, associated with such defense, and the selection of defense counsel for District, its Board, officers, employees, consultants, and agents shall be by District.

The duty of Applicant to indemnify District shall include the duty to defend as set forth in California Civil Code Section 2778; provided that nothing herein contained shall require Applicant to defend against claims for a liability excluded under the provisions of California Civil Code Section 2782.

7. **Successors.** If, and to the extent, approved by the City Manager and the District's General Manager pursuant to Paragraph 5 hereof, entitled **Non-Assignability**, the duties, responsibilities, and rights pertaining and accruing to the parties hereto, shall run with the land, and be binding upon and inure to the benefit of the successors, administrators, assigns, and transferees of the respective parties hereto, subject to the provisions of to the District Code relating to the reduction, expiration, or termination of Certificate of Capacity Rights and Capacity Rights.
8. **Notices.** All notices, necessary or convenient to the performance of the parties hereunder, shall be in writing, and may be given to the parties by personal delivery, or by mail, first class (or equivalent) postage prepaid, addressed in the case of District as follows:

Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568-3018

Attention: General Manager

in the case of City, as follows:

City of Dublin
100 Civic Plaza
Dublin, CA 94568

Attention: City Manager

in the case of Owner, as follows:

Applicant Company Name
Applicant Street Address
Applicant City, State, and Zip

Attention: Applicant Contact Person and Title

and in the case of Applicant, as follows:

Applicant Company Name
Applicant Street Address
Applicant City, State, and Zip

Attention: Applicant Contact Person and Title

9. **Recordation.** This Agreement shall be submitted by the City to the County Recorder's Office for the county in which the Owner's Property is located, for recordation in the Official Records thereof, to give notice of the Agreement in the public records. Upon recordation, the terms, conditions and obligations of the Agreement shall run with such land, subject to the provisions of to the District Code relating to the reduction, expiration, or termination of Certificate of Capacity Rights and Capacity Rights.
10. **Paragraph Headings.** Paragraph headings as used herein are for convenience and shall not be deemed to alter or amend the paragraphs headed thereby.
11. **Integration.** This Agreement comprises the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces any and all prior understandings, oral or written, between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first hereinabove written.

**DUBLIN SAN RAMON SERVICES
DISTRICT,**
a public agency of the State of California

By: _____
Jan R. Lee, General Manager

ATTEST:

Nicole Genzale, District Secretary

City of Dublin,

By: _____
Colleen Tribby, City Manager

ATTEST:

Name & Title

[TYPE Owners's Name & Title Here]

[TYPE Applicant's Name & Title Here]

Date

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____



S.S.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, _____
Month

20____, by _____ and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public

For other required information (Notary Name, Commission No. etc.)

Seal

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first hereinabove written.

APPLICANT COMPANY NAME

By: _____
Applicant Contact Person, Title

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**DUBLIN
SAN RAMON
SERVICES
DISTRICT**



7051 Dublin Boulevard
Dublin, California 94568
Phone: 925 828 0515
FAX: 925 829 1180
www.dsrsd.com

April 21, 2010

Ms. Joni Pattillo
City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568

**Subject: Letter of Agreement for the Administration of
Unused City of Dublin Sewer Capacity**

Dear Joni:

As you are aware, at the request of the City of Dublin (City), on March 2, 2010, the Board of Directors of Dublin San Ramon Services District (District) adopted Resolution No. 9-10 (Attachment A) authorizing the City to transfer unused sewer capacity allocated to City properties to commercial properties where the City would like to stimulate economic growth. The resolution requires a Letter of Agreement between the City and District to define the administrative procedures for the administration of the program. In addition, on April 20, 2010, the District Board of Directors adopted Resolution No. 14-10 (Attachment B) authorizing the City to also transfer unused sewer capacity to residential development. Upon the City's approval and acceptance, evidenced by your signature below, this letter will serve as the required Letter of Agreement.

The procedures for administering the unused capacity transfer program shall be as follows:

- City shall provide to District Engineer, David A. Requa, a letter providing the name of (and contact information for) the applicant for the new, expanding, or relocating business (hereinafter, "commercial project") or residential development project (hereinafter, "residential project" or collectively "project") the City is supporting, the name of (and contact information for) the owner(s) of the property on which the project is located (if different than the applicant for the project) and the number of dwelling unit equivalents ("DUEs") the City desires to allocate to the project.
- The District Engineer shall have the discretion to determine whether the number of DUEs the City desires to allocate to the project are consistent with the wastewater flow characteristics, including volume and strength in terms of BOD and SS, for the proposed use. Such determination will be based, in the sole discretion of the District Engineer, on

- information concerning the wastewater flow characteristics provided by the Applicant, and/or on a schedule of wastewater flow characteristics for the category or categories of use classifications determined by the District Engineer to be most applicable to the proposed use.
- The Applicant shall be responsible for complying with the District Code¹ with respect to commencing wastewater service, including the acquisition of all additional DUEs determined to be necessary, the application for a Sewer Permit and compliance with all conditions thereto, and for paying all fees and charges attributable to the project.
- Prior to and as a condition of District issuance of a Sewer Permit authorizing a commercial project to proceed, City shall sign an agreement with the District, the applicant, and the landowner (if a person different from the applicant) regarding management of the DUEs allocated for the project, which agreement shall be in the form attached hereto as Attachment C, which form of agreement shall be revised to conform to changes made from time to time to pertinent portions of the District Code.
- City shall provide District written notification should the applicant's commercial project fail and the City desires to transfer the allocated DUEs back to the City from the owner of the property.
- The aggregate total of DUEs allocated under this program shall not exceed sixty-six and two-thirds (66 2/3) DUEs at any time.
- No letter request dated after December 31, 2011 by the City to allocate DUEs will be honored by District unless approved by the District Board of Directors.

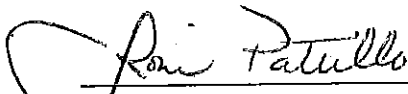
If this Letter of Agreement is satisfactory to the City, please sign and return one copy to the District. The District is pleased to have this opportunity to assist the City in these challenging economic times.

Sincerely,



BERT L. MICHALCZYK
General Manager

ACCEPTED for CITY OF DUBLIN


JONI PATILLO
City Manager

5/11/10
Date

1. This is the District Code of the Dublin San Ramon Services District, which contains the pertinent rules and regulations as adopted by the District's Board of Directors from time to time.

Ms. Joni Patillo
Page 3
April 21, 2010

Attachments:

- (A) DSRSD Board Resolution No. 9-10
- (B) DSRSD Board Resolution No. 14-10
- (C) Dublin Sewer Capacity Transfer Agreement

cc: D. Requa

February 4, 2016

Chris Foss, City Manager
City of Dublin
100 Civic Plaza
Dublin, CA 94568

SUBJECT: Letter of Agreement for the Administration of Unused City of Dublin Sewer Capacity

Dear Mr. Foss:

As you are aware, at the request of the City of Dublin (City), on January 20, 2015, the Board of Directors of Dublin San Ramon Services District (District) adopted Resolution No. 5-15 (Attachment A) authorizing the City to transfer unused sewer capacity allocated to City properties to be used as a credit against wastewater capacity needed for projects on City-owned properties, as credit against wastewater capacity rights that would otherwise be purchased by new, expanding, or relocating businesses, or as credit against wastewater capacity needed for new development projects. The resolution requires a Letter of Agreement between the City and District to define the administrative procedures for the administration of the program. Upon the City's approval and acceptance, evidenced by your signature below, this letter will serve as the required Letter of Agreement.

The procedures for administering the unused capacity transfer program shall be as follows:

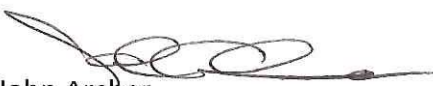
- City shall provide to District Engineer, Rhodora Biagtan, a letter providing the name of (and contact information for) the applicant for the new, expanding, or relocating business (hereinafter, "commercial project"), residential development project (hereinafter, "residential project"), or City Project (collectively "project") the City is supporting, the name of (and contact information for) the owner(s) of the property on which the project is located (if different than the applicant for the project) and the number of dwelling unit equivalents ("DUEs") the City desires to allocate to the project.
- The District Engineer shall have the discretion to determine whether the number of DUEs the City desires to allocate to the project are consistent with the wastewater flow characteristics, including volume and strength in terms of BOD and SS, for the proposed use. Such determination will be based, at the sole discretion of the District Engineer, on

information concerning the wastewater flow characteristics provided by the Applicant, and/or on a schedule of wastewater flow characteristics for the category or categories of use classifications determined by the District Engineer to be most applicable to the proposed use.

- The Applicant shall be responsible for complying with the District Code with respect to commencing wastewater service, including but not limited to the acquisition of all additional DUEs determined to be necessary, the application for a District Facilities Construction Permit and compliance with all conditions thereto, and for paying all fees and changes attributable to the project.
- Prior to and as a condition of District authorizing a commercial project to proceed, City shall sign an agreement with the District, the applicant, and the landowner (if different from the applicant) regarding management of the DUEs allocated for the project, which agreement shall be in the form attached hereto as Attachment B, which form of agreement shall be revised to conform to changes made from time to time to pertinent portions of the District Code.
- City shall provide District written notification should the applicant's commercial project fail and the City desires to transfer the allocated DUEs back to the City from the owner of the property. DUEs allocated to residential projects are not eligible to be severed from the specific parcel for use on a different parcel of land, and cannot be transferred back to the City.
- The aggregate total of DUEs allocated under this program shall not exceed sixty-three and twenty-four hundredths (63.24) DUEs at any time.
- No letter request dated after December 31, 2020 by the City to allocate DUEs will be honored by District unless approved by the District Board of Directors.

If this Letter of Agreement is satisfactory to the City, please sign and return one copy to the District.

Sincerely,



John Archer
General Manager

ACCEPTED for City of Dublin



Chris Foss
City Manager

2/7/15
Date

Attachments:

- (A) DSRSD Board Resolution No. 5-15
- (B) Dublin Sewer Capacity Transfer Agreement template per DSRSD Resolution No. 5-15
- (C) City of Dublin Wastewater Capacity Use and Reallocation Spreadsheet
- (D) City of Dublin DUE Credit Tracking Spreadsheet
- (E) Adjusted Certificates of Capacity Rights per DSRSD Resolution No. 5-15

RP/RB/ST/JA

cc: Dan McIntyre
Rhodora Biagtan



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Annual Street Resurfacing - 2024 Overlay Project, CIP No. ST0117 and Persimmon Drive Pedestrian Path Rehabilitation Project, PK0123 – Acceptance of Work
Prepared by: Michael Boitnott, Capital Improvement Program Manager

EXECUTIVE SUMMARY:

The City Council will consider accepting the Annual Street Resurfacing - 2024 Overlay Project and the Persimmon Drive Pedestrian Path Rehabilitation Project. The projects, which used the same contractor, removed and replaced existing concrete curb ramps, resurfaced a segment of Dublin Boulevard and John Monego Court, and rehabilitated the existing Persimmon Drive pedestrian path.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Annual Street Resurfacing - 2024 Overlay Project, CIP No. ST0117 and the Persimmon Drive Pedestrian Path Rehabilitation Project, CIP No. PK0123.

FINANCIAL IMPACT:

The work was completed within the approved project budgets. The remaining budget within the Annual Street Resurfacing Project will be utilized for the 2024 Slurry Seal currently underway. The remaining budget within the Persimmon Drive Pedestrian Path Rehabilitation Project will be retained in the project and utilized for future improvements.

The funding sources, expenditures, and project balances are as follows:

Annual Street Resurfacing Project:

Funding Sources

General Fund	\$1,250,000
State Gas Tax Fund	\$700,000

Measure BB Sales Tax Local Streets Fund	\$200,000
Road Maintenance & Rehab Account (RMRA)	\$2,350,000
CalRecycle Grant	\$103,324
Total Funding	\$4,603,324

Expenditures	
2024 Overlay Project:	\$2,184,575
Construction Contract - \$1,881,244	
Change Orders - \$32,331	
Contract Services, Design, Salary, and Testing - \$271,000	
2024 Cape Seal Project (completed previously)	\$1,019,000
Total Expenditures	\$3,203,575
Project Balance	\$1,399,749

Persimmon Drive Pedestrian Path Rehabilitation Project:

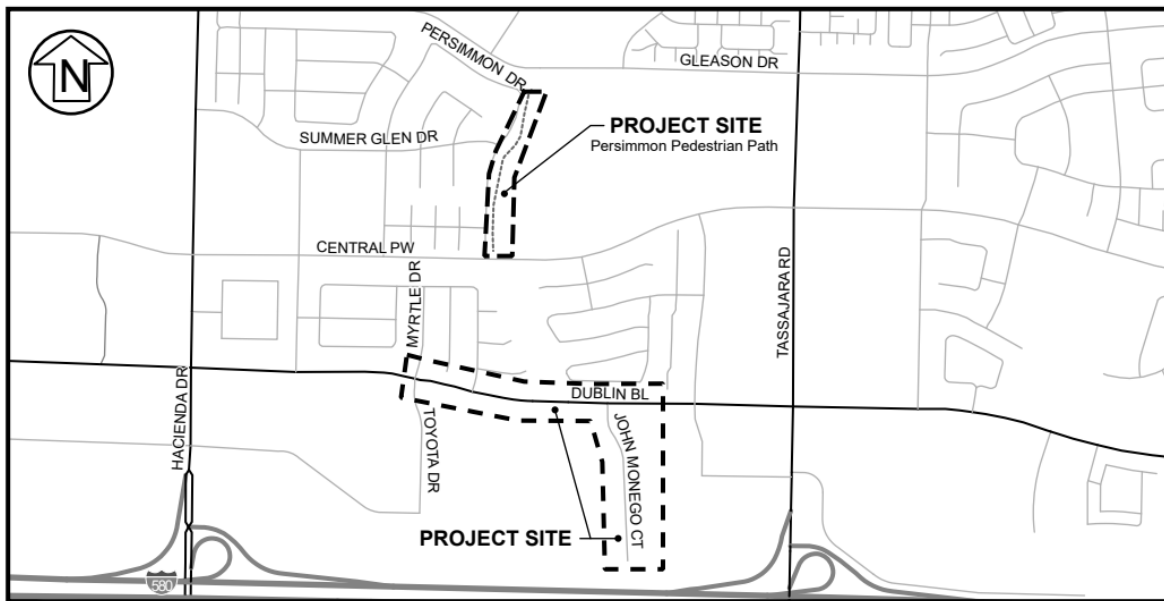
Funding Sources	
Landscape and Lighting District Santa Rita 1997-1	\$195,000
Expenditures	
Construction Contract	\$63,170
Change Orders	\$6,725
Contract Services, Design, Salary, and Testing	\$26,906
Total Expenditures	\$96,801
Project Balance	\$98,199

DESCRIPTION:

On June 25, 2024, the City Council awarded a construction contract in the amount of \$1,944,413.50 to O'Grady Paving, Inc. for the Annual Street Resurfacing - 2024 Overlay Project and the Persimmon Drive Pedestrian Path Rehabilitation Project, CIP Nos. ST0117 and PK0123.

The project included crack sealing, base repairs, asphalt concrete overlay, and pavement delineation along a portion of Dublin Boulevard, from Myrtle Drive to just east of John Monego Court, and along John Monego Court. It also included rehabilitation of the Persimmon Drive pedestrian pathway along Tassajara Creek, such as overlaying a portion of the existing pathway with asphalt concrete and removing and replacing other portions of the existing pathway with new pavement, as well as upgrades to existing curb ramps at street intersections (see Figure 1 for a Location Map). This work was in compliance with current Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements.

Figure 1. Location Map



Staff has determined that the projects are complete and recommends that the City Council accept the projects and begin the warranty period.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. A copy of this Staff Report was provided to O'Grady Paving, Inc. and to the Independent Watchdog Committee of the Alameda County Transportation Commission.

ATTACHMENTS:

- 1) Resolution Accepting the Annual Street Resurfacing - 2024 Overlay Project, CIP No. ST0117 and the Persimmon Drive Pedestrian Path Rehabilitation Project, CIP No. PK0123
- 2) CIP No. ST0117
- 3) CIP No. PK0123

RESOLUTION NO. XX - 25

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

ACCEPTING THE ANNUAL STREET RESURFACING - 2024 OVERLAY PROJECT, CIP NO. ST0117 AND THE PERSIMMON DRIVE PEDESTRIAN PATH REHABILITATION PROJECT, CIP NO. PK0123

WHEREAS, on June 24, 2024, the City entered into a Construction Contract with O'Grady Paving, Inc. for the Annual Street Resurfacing - 2024 Overlay Project and Persimmon Drive Pedestrian Path Rehabilitation Project, CIP Nos. ST0117 and PK0123, to remove and replace existing concrete curb ramps, resurface a segment of Dublin Boulevard and John Monego Court, and rehabilitate the existing Persimmon Drive pedestrian path; and

WHEREAS, said improvements have been completed in accordance with plans and specifications, and any approved modifications thereof, to the satisfaction of the City Engineer of the City of Dublin; and

WHEREAS, as a condition of the contract, O'Grady Paving, Inc. is required to warranty the improvements for a period of one year following the completion of the work and maintain a maintenance bond in the amount of 10% of the final contract value.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby accept the Annual Street Resurfacing - 2024 Overlay Project, CIP No. ST0117, and the Persimmon Drive Pedestrian Path Rehabilitation Project, CIP No. PK0123, and authorize Staff to file a Notice of Completion with Alameda County.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the retention, if after 35 days of filing the Notice of Completion there are no subcontractor claims.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby authorize the City Manager, or designee, to release the maintenance bond at the end of the one-year warranty period.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

Annual Street Resurfacing

Overview

Project Number ST0117

Description

This project provides for the design and construction of a variety of pavement resurfacing treatments, from slurry seal to major rehabilitation and reconstruction of streets and resurfacing of bridge decks. The project also includes installation of new or upgrades of existing ADA curb ramps on roads that are reconstructed or receive an asphalt concrete overlay. Streets are selected for improvements based on the City’s Pavement Management System to optimize the pavement condition in relation to the available budget. The City owns and maintains approximately 148 centerline miles of streets.

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

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$15.5M	\$4.6M	\$22.6M	\$38.1M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	\$12,737,648	\$3,653,324	\$3,550,000	\$3,550,000	\$3,550,000	\$3,550,000	\$0	\$30,590,972
9200 - Contract Services	\$2,509,344	\$775,000	\$775,000	\$775,000	\$775,000	\$775,000	\$0	\$6,384,344
9100 - Salaries & Benefits	\$227,235	\$167,500	\$167,500	\$167,500	\$167,500	\$167,500	\$0	\$1,064,735
9500 - Miscellaneous	\$56,311	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$0	\$93,811
Total	\$15,530,538	\$4,603,324	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$0	\$38,133,862

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$15.5M	\$4.6M	\$22.6M	\$38.1M

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2220 - Road Maint. & Rehab Account (RMRA)	\$4,263,599	\$2,350,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$0	\$14,613,599
1001 - General Fund	\$467,999	\$1,250,000	\$2,086,900	\$1,750,000	\$1,850,000	\$1,850,000	\$0	\$9,254,899
2201 - State Gas Tax	\$5,289,941	\$700,000	\$413,100	\$750,000	\$650,000	\$650,000	\$0	\$8,453,041
2214 - Measure BB Sales Tax - Local Streets Fund (Alameda CTC)	\$2,831,020	\$200,000	\$0	\$0	\$0	\$0	\$0	\$3,031,020
2204 - Measure B Sales Tax - Local Streets Fund (Alameda CTC)	\$1,784,999	\$0	\$0	\$0	\$0	\$0	\$0	\$1,784,999
2215 - Measure BB Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$304,500	\$0	\$0	\$0	\$0	\$0	\$0	\$304,500
2205 - Measure B Sales Tax - Bike & Ped. Fund (Alameda CTC)	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
2304 - Local Recycling Programs	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000
9997 - Other	\$0	\$103,324	\$0	\$0	\$0	\$0	\$0	\$103,324
2216 - Measure B Grants	\$82,500	\$0	\$0	\$0	\$0	\$0	\$0	\$82,500
4309 - Mitigation Contributions	\$45,980	\$0	\$0	\$0	\$0	\$0	\$0	\$45,980
Total	\$15,530,538	\$4,603,324	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$0	\$38,133,862

Operational Costs

FY2025 Budget	Total Budget (all years)	Project Total
\$0	\$0	\$0

Project Timeline

● 04/1/2025

The City was awarded grant funding from the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program in the amount of \$103,324 and will be used for a rubberized cape seal treatment that will be constructed in 2026.

● 07/1/2025

Construction of the 2024 Overlay, and 2024 Cape Seal projects are complete. Construction began in May 2025 for the 2025 Slurry Seal project. Design is currently underway for the 2026 Street Resurfacing



project and the preliminary engineering began for the 2027 Street Resurfacing project. Improvements are typically constructed each year between spring and fall.

Persimmon Drive Pedestrian Path Rehabilitation

Overview

Project Number PK0123

Description

This project will provide for the removal and replacement of approximately 1,250 linear feet of asphalt pathway along Persimmon Drive between Gleason Drive and Central Parkway. The asphalt concrete surface has experienced distress due to soil expansion, the encroachment of tree roots, and some slope creep along the adjacent Tassajara Creek bank.

Capital Cost

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$195K	\$0	\$0	\$195K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
9400 - Improvements	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
9200 - Contract Services	\$29,920	\$0	\$0	\$0	\$0	\$0	\$0	\$29,920
9100 - Salaries & Benefits	\$15,080	\$0	\$0	\$0	\$0	\$0	\$0	\$15,080
Total	\$195,000	\$0	\$0	\$0	\$0	\$0	\$0	\$195,000

Funding Sources

Historical	FY2025 Budget	Total Budget (all years)	Project Total (to date)
\$195K	\$0	\$0	\$195K

Detailed Breakdown

Category	Historical	FY2025	FY2026	FY2027	FY2028	FY2029	Future	Total
2704 - Landscape District Santa Rita 1997-1	\$195,000	\$0	\$0	\$0	\$0	\$0	\$0	\$195,000
Total	\$195,000	\$0	\$0	\$0	\$0	\$0	\$0	\$195,000

Operational Costs

FY2025 Budget

\$0

Total Budget (all years)

\$0

Project Total

\$0

Project Timeline

- **07/1/2024**

Design began in spring 2023 in conjunction with the Annual Street Resurfacing Project. The project is currently in design and construction is anticipated to begin in 2024.

- **07/1/2025**

Construction of the asphalt pathway resurfacing along Persimmon Drive was completed in 2024. The project is currently in the closeout phase and is anticipated to be completed in 2025.



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Commercial Façade Improvement Grant Program Agreement for Vets for Pets Inc
Prepared by: Felicia Escover, Economic Development Manager

EXECUTIVE SUMMARY:

The City Council will consider approving a Commercial Façade Improvement Grant Program Agreement for Vets for Pets Inc, a new veterinary hospital located at 7667 Amador Valley Boulevard. This grant of \$70,000 will be allocated for exterior improvements, including new horizontal siding, metal awnings at both entrances, updated paint for the siding and parapet, window upgrades, an entry door compliant with the Americans with Disabilities Act (ADA), refreshed landscaping with gravel, and new signs.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Vets for Pets Inc.

FINANCIAL IMPACT:

There is sufficient funding available in the adopted Fiscal Year 2025-26 operating budget for this expenditure.

DESCRIPTION:

Background

The Commercial Façade Improvement Grant Program (Program) is an endeavor of the City to improve the physical appearance of the Downtown Dublin Specific Plan area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road (Program Area), encourage the retention of existing businesses, and increase property values, and tenant stability. The Program leverages public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the Program Area.

Under the Program, commercial property owners or tenants with long-term leases (five years

or more) within the Program Area can apply for one of two façade improvement grants:

- Mini-Grant – provides reimbursement of up to \$5,000 for commercial building façade improvements with no match requirement.
- Matching Grant – provides a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of \$70,000. The total cost of the improvement work must be greater than \$5,000. Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs.

Eligible improvements may include, but are not limited to, the removal of outdated signs, awnings, and exterior clutter; exterior painting; and the repair or replacement of exterior siding, including the addition of new façade elements and architectural details. Other eligible upgrades include the installation of new entry doors that meet ADA accessibility standards, display windows, canvas awnings over windows and entryways, new signs, and exterior lighting. Permanent landscaping enhancements and non-affixed structures such as monument signs may also qualify, along with mandatory Title 24 exterior upgrades and the construction of outdoor dining or community gathering areas.

Applicant Information

Vets for Pets is a new veterinary clinic under development at 7667 Amador Valley Boulevard in Dublin. The project is led by Dr. Rajbir Grewal and Dr. Daleep Arora, who bring extensive experience in both clinical care and veterinary practice ownership. Together, they previously owned and operated Yosemite Veterinary Hospital in Modesto, a successful, community-focused clinic they built and managed from 2016 until its sale in 2024. They also currently co-own Hardin Veterinary Hospital in Stockton, a general practice offering comprehensive veterinary services. With the new Dublin facility, Dr. Grewal and Dr. Arora plan to shift their full professional focus to this location, which is envisioned as a combined general and emergency care hospital. Their goal is to expand access to high-quality veterinary services and improve continuity of care for pet owners across the region, with long-term plans to develop the clinic into a full-service, 24-hour emergency animal hospital.

The applicant is requesting a Matching Grant of \$70,000 through the City's Commercial Façade Improvement Grant Program to support the cost of substantial exterior renovations to the building. The total project cost is estimated at \$144,384, with the applicant contributing more than the required one-third match. The site has been vacant since March 2020, following the closure of an urgent care facility. Transforming this long-unused space into a vibrant, community-oriented veterinary clinic directly supports the City's goals of revitalizing key corridors, enhancing economic vitality, and fostering job creation.

Proposed improvements include horizontal siding, ADA-compliant entry doors, a refreshed paint scheme, new monument and building signage, exterior lighting, and permanent landscaping. To date, the applicant has invested more than \$900,000 in personal funds into interior construction, infrastructure upgrades, and the purchase of advanced medical equipment, and diagnostic tools. The scope of the project demonstrates a strong commitment to providing exceptional care and a long-term presence in Dublin. However, due to higher-

than-anticipated construction costs, additional funding is now needed to complete the exterior portion of the project.

The clinic anticipates creating eight to 10 full-time jobs upon opening, including veterinarians, veterinary technicians, receptionists, and support staff. Over time, as the clinic expands into a 24-hour emergency facility, staffing is expected to grow to 25 to 30 employees. The model of care is specifically designed to bridge the gap between standard veterinary hours and the high cost of emergency services, offering evening and weekend urgent care for common but time-sensitive issues such as allergic reactions, minor injuries, and infections.

The proposed façade improvements are an essential step in restoring this long-vacant building back into productive use and ensuring the clinic presents a welcoming, professional appearance upon opening. By transforming an underutilized property into a vibrant, community-serving veterinary facility, the project directly supports the objectives of the Commercial Façade Improvement Grant Program. It represents a significant small business investment that enhances the visual character of the area, stimulates economic activity, and delivers essential veterinary care and job opportunities to Dublin residents.

Economic Development Committee Consideration

On June 24, 2025, the Economic Development Committee reviewed an application from the business owner of Vets for Pets Inc. The Committee reviewed the application and, by consensus, recommended City Council approval of the \$70,000 grant. This recommendation aligns with the Committee's role in providing policy guidance and direction on economic development initiatives.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin.
Objective D: Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving a Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Vets for Pets Inc
- 2) Exhibit A to the Resolution – Commercial Façade Improvement Grant Program Agreement Between the City of Dublin and Vets for Pets Inc

RESOLUTION NO. XX – 25**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING A COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT
BETWEEN THE CITY OF DUBLIN AND VETS FOR PETS INC**

WHEREAS, for decades, state and local governments have used economic development tools to attract or retain jobs and/or improve the local tax base; and

WHEREAS, the City Council of the City of Dublin adopted Resolution No. 216-11 on December 20, 2011, which established a Commercial Façade Improvement Grant Program ("Program") intended to improve the physical appearance of the Downtown Dublin Specific Plan area and the segment of Dublin Boulevard between Village Parkway and Dougherty Road, encouraging the retention of existing businesses, as well as increasing property values and tenant stability; and

WHEREAS, under the Program, commercial property owners, or tenants with long-term leases (five or more years remaining on the lease at the time a Program application is submitted), can apply for either 1) a mini-grant for reimbursement of up to \$5,000; or 2) a matching grant that provides a reimbursable matching grant of two-thirds (66%) of eligible project costs, up to a maximum of \$70,000; and

WHEREAS, Vets for Pets Inc (the "Applicant"), a new veterinary hospital located at 7667 Amador Valley Boulevard, has submitted a Commercial Façade Improvement Grant application requesting funding for exterior improvements, including new horizontal siding, metal awnings at both entrances, updated paint for siding and parapet, window upgrades, ADA-compliant entry door, refreshed landscaping with gravel, and new signage with installation; and

WHEREAS, on June 24, 2025, the Economic Development Committee reviewed the application and recommended City Council approval of a grant totaling \$70,000, which would cover at minimum two-thirds of the eligible project costs; and

WHEREAS, the City Council finds that the Agreement serves a public purpose in that it will help improve the physical appearance of the Program area, encourage the retention and attraction of businesses, and increase property values and tenant stability, thus benefitting the City and its residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve a Commercial Façade Improvement Grant Program Agreement between the City of Dublin and Vets for Pets Inc, attached hereto as **Exhibit A**.

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

PASSED, APPROVED AND ADOPTED this 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

<i>City Grant Amount:</i>	<i>\$70,000</i>
<i><u>Matching Funds:</u></i>	<i>\$74,384</i>
<i>Estimated Project Total:</i>	<i>\$144,384</i>

**COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM
AGREEMENT BETWEEN THE CITY OF DUBLIN AND VETS FOR PETS INC**

THIS COMMERCIAL FAÇADE IMPROVEMENT GRANT PROGRAM AGREEMENT ("Agreement") dated July 15, 2025 the date of execution by the City (the "Effective Date") is entered into by and between the City of Dublin, a public body corporate and politic ("City"), 7667 Amador Valley Blvd LLC ("Owner"), and Vets For Pets Inc, a California S-Corp ("Tenant" and "Applicant").

R E C I T A L S

A. The City has adopted a Commercial Façade Improvement Grant Program ("Program") in order to provide grants to certain owners or tenants of eligible buildings who design and construct improvements to the facades of their buildings.

B. Applicant leases certain real property located at 7667 Amador Valley Boulevard, Ste A&B (A.P.N. 941-0173-003), in Dublin, California (the "Site"), and within the boundaries outlined by the Commercial Façade Improvement Grant Program Guidelines ("Program Guidelines").

C. Applicant has submitted an application to the City pursuant to the Program Guidelines for a grant for certain improvements to the Site, and City has determined that Applicant and the Site meet the eligibility criteria for the Program.

D. City desires to enter into this Agreement because improvement of the Site will enhance the physical appearance and economic vitality of commercial businesses, encourage full occupancy of storefronts, generate additional tax revenue and assist in providing an environment for the social, psychological and economic growth and well-being in the boundaries outlined by the Program Guidelines and the citizens of the City.

E. Applicant desires to enter into this Agreement with City to receive assistance in making certain improvements to the Site, and City is willing to do so on the terms and conditions set forth in this Agreement.

A G R E E M E N T

NOW, THEREFORE, City and Applicant hereby agree as follows:

Section 1. GENERAL.

1.1 Term. This Agreement shall begin on the Effective Date and expire five (5) years following the Applicant's approval of contractor's notice of completion ("Term").

Section 2. IMPROVEMENT OF THE SITE.

2.1 Scope of Work. Applicant shall complete the proposed project in accordance with the Scope of Work attached hereto as Exhibit A (the "Project").

2.2 Commercial Façade Improvement Grant Funds. The City agrees to reimburse to the Applicant a sum not to exceed seventy thousand dollars (\$70,000) (the "Grant Amount"), for certain eligible improvements (the "Eligible Improvements") as set forth below:

- a. The Grant Amount may be used only to fund those Eligible Improvements identified in Exhibit B attached hereto.
- b. All services to be performed by a third-party contractor shall be the subject of agreement between Applicant and the third-party contractors. The City shall not assume any liability for such agreements. The Applicant shall submit to the City all invoices from the contractor or contractors for work performed on the Eligible Improvements in order to receive reimbursement.
- c. A representative of the City shall inspect the completed Project after a notice of completion has been submitted to the City.
- d. The City will only issue the Grant Amount after the Project has been completed. Upon determination by the City's representative that Project has been completed in conformance with the Scope of Work (Exhibit A) and the City approvals, the City shall issue a check made payable to the Applicant in an amount equal to the lesser of the Grant Amount or the actual amount of the invoices submitted to the City by the Applicant. The City Manager in his or her sole discretion may issue the Grant Amount at an earlier time than set forth in this Section 2.2(d), if the Applicant can demonstrate good cause.
- e. Any and all costs of the Project including, but not limited to the Eligible Improvements, which are in excess of the Grant Amount, shall be the sole responsibility of, and be borne by, the Applicant.

2.3 Permits and Approvals. Before commencement of the Project, Applicant shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency affected by such construction or work.

2.4 Commencement of the Project. Within 60 days after the Effective Date, Applicant shall have selected and authorized one or more contractors to complete the Project, and shall have provided notice to the City of such selection and authorization. In the event the Applicant fails to select and authorize a contractor or contractors to complete the Project within such 60-day period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement.

All contractors performing work on the Project must be licensed in the State of California.

2.5 **Building Permit.** A Building Permit must be obtained within six months of the Effective Date. In the event the Applicant fails to obtain a Building Permit within such six-month period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. An additional six-month extension may be approved with the City's prior written consent. Notwithstanding the foregoing, no work shall be performed prior to both 1) issuance of the Building Permit and 2) approval of this Agreement by the Dublin City Council. Any work performed prior to both building permit issuance and City Council approval will not be eligible for reimbursement.

2.6 **Completion of the Project.** Applicant shall complete the Project and satisfy all other obligations and conditions of this Agreement within 120 days of building permit issuance. This completion date is subject to revision from time to time as mutually agreed upon in writing between Applicant and the City Manager, or their designee. Upon completion, Applicant shall require contractors' completion notice signed by the contractor. When the Project is completed as set forth in this Agreement, a notice of completion shall be delivered to and approved by the Applicant. Notice of completion shall then be delivered to the City as set forth in this Section 2.6.

Section 3. INSURANCE REQUIREMENTS.

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

3.1 Workers' Compensation.

3.1.1 General Requirements. Before beginning any work under this Agreement, Applicant and its contractor(s) shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability

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

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

3.1.2 Submittal Requirements. To comply with Subsection 3.1, Applicant shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section for all contractor(s) performing work related to the Project; and
- b. Waiver of Subrogation Endorsement as required by the section for all contractor(s) performing work related to the Project.

3.2 Commercial General and Automobile Liability Insurance Requirements. Before beginning any work under this Agreement, Applicant and its contractor(s) shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Applicant or its contractor and its agents, representatives, employees, and subcontractors. Applicant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Applicant shall maintain the insurance policies required by this section throughout the term of this Agreement. Applicant shall not allow any contractor or subcontractor to commence work on until Applicant has obtained all insurance required herein for the contractor or subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Applicant's policy shall be "primary and non-contributory" and will not seek contribution from City's

insurance or self-insurance and shall be at least as broad as CG 20 10. In the event Applicant fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Applicant. Failure to exercise this right shall not constitute a waiver of right to exercise later.

3.2.1 Commercial General and Automobile Liability Insurance.

3.2.1.1 General requirements. Applicant and all contractors and subcontractors, at their own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.1.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

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

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

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

of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.

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

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

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

3.2.1.4.2 For Applicant's contractors and subcontractors, an endorsement for completed operations for the construction project, such as the CG 20 37 "Additional Insured—Owners, Lessees or Contractors—Completed Operations" endorsement form, shall be submitted by Applicant to the City no later than 30 days after completion of the Project.

3.2.1.5 Submittal Requirements and Verification of coverage.
Applicant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- a. Prior to execution of this Agreement, Applicant shall submit:

- i. Certificate(s) of Commercial General Insurance and Automobile Liability Insurance; and
- ii. Additional Insured Endorsement such as CG 20 10 "Designated Person Or Organization Endorsement".

b. Prior to commencement of the Project as described in Section 2.4., Applicant shall furnish City with contractor's certificates of insurance and with original endorsements effecting coverage required herein.

3.2.1.6 Contractors and Subcontractors. Applicant agrees to include with all contractors or subcontracts the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Contractors or subcontractors hired by Applicant agree to be bound to Applicant and the City in the same manner and to the same extent as Applicant is bound to the City under the Contract Documents.

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

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

3.2.1.9 Wasting Policies. No policy required by this Section 3 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

3.2.1.10 Endorsement Requirements. Each insurance policy required by this Section 3 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

3.2.1.11 Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect City as a named insured.

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

3.2.2 Term of Coverage. Applicant, at its own cost and expense, shall maintain all insurance policies required by this Agreement for the duration of the Agreement's Term. Applicant shall require that all contractors and subcontractors, at their own cost and expense, maintain the insurance policies required by this Agreement until the Project is complete and the Applicant accepts contractor's completion notice.

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

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

Section 4. PREVAILING WAGES.

Applicant shall require any contractors performing work under this Agreement to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771, et seq. For the purpose of this Agreement, prevailing wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial

Relations of the State of California. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

The Contractors and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractors or subcontractors in connection with the Project. The payroll records shall be kept in accordance with the provisions of Section 1776 of the California Labor Code, and Contractor and each subcontractor shall otherwise comply with requirements of such Section 1776.

Section 5. MAINTENANCE COVENANTS.

The Applicant covenants and agrees, for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that the Applicant will maintain, at Applicant's own cost and expense, the improvements on the Site in a clean and orderly condition, free of graffiti, and in good condition and repair, and will keep the Site free from any accumulation of debris and waste materials. Any damage to the building visible from the street is to be repaired immediately. The Applicant shall promptly touch up painted areas and perform any other repairs needed to maintain an attractive building appearance, including cleaning all awnings, if any, at least once a year.

The foregoing covenants shall remain in effect for a period of 60 months from the completion of the Project. During this 60-month period, Applicant agrees, for itself, its successors, its assigns and every successor in interest, that it will not materially alter the improvements made with City funds, without the prior written consent of City which consent may be conditioned by City to preserve those features to the extent necessary to achieve the objectives of City for entering into this Agreement. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

5.1 Improvements Cannot Be Removed by Applicant Without City's Consent. All Eligible Improvements will become permanent fixtures of the property and cannot be removed by Owner upon expiry or termination of the lease of current tenant at the Site or sale of the property. Exceptions can be made with the prior written consent of the City. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

Section 6. LEGAL REQUIREMENTS.

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

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

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

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

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

Section 7. GENERAL PROVISIONS.

7.1 Rights of Access. Representatives of the City shall have the reasonable right to access the Site, without charges or fees, for the purpose of inspecting the Project, including the Eligible Improvements. City (or its representatives) shall, except in emergency situations, give Applicant reasonable advance notice prior to exercising its rights herein. Nothing herein shall be deemed to limit the ability of the City to conduct code enforcement and other administrative inspections of the Site in accordance with applicable law.

7.2 Compliance with Laws. Applicant shall carry out the Project in conformity with all applicable federal, state and local laws, including Labor Code requirements; City zoning and development standards; building, plumbing, mechanical and electrical

codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

7.3 Assignment. Applicant shall have the right to assign all of its rights and obligations under this Agreement, provided however that any such assignment shall be effective only upon receipt by City of written notice of the assignment.

7.4 Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City:
City of Dublin
100 Civic Plaza
Dublin, CA 94568
Attention: City Manager
Phone: (925) 833-6650
Email:
city.manager@dublin.ca.gov

7667 Amador Valley Boulevard LLC
1777 Manor Drive
Hillsborough, CA 94010
Phone: 415-272-0666

To Applicant:
Vets For Pets Inc
7667 Amador Valley Boulevard, Ste

A&B

Dublin, CA 94568
Attention: Daleep Arora, President
Phone: 209-992-9904
Email:
daleep.vetcare@googlemail.com

To Property Owner:

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

7.5 Relationship between City and Applicant. It is hereby acknowledged that the relationship between City and Applicant is not that of a partnership or joint venture and that City and Applicant shall not be deemed or construed for any purpose to be the

agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements. Applicant agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Applicant with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements.

7.6 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

7.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

7.8 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

7.9 Applicant's Indemnity; Waiver. Applicant shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, agents and representatives, harmless from, any and all Claims of any kind or nature arising out of the Project or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or accidental death (including reasonable attorneys' fees and costs), which may be caused by the work performed under this Agreement or any activities associated with the Project, whether such activities or work is performed by Applicant or by anyone directly or indirectly employed or contracted with by Applicant. Applicant's indemnity obligations under this section shall survive termination of this Agreement. Applicant's indemnity obligations under this section shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the active negligence or willful misconduct of the City, or its officers, employees, agents or representatives.

Applicant hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the work, or Applicant's obligation to comply with all laws with respect to the work.

7.10 Non-liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or its successors, or on any obligations under the terms of this Agreement.

7.11 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

7.12 No Third Party Rights. This Agreement is made and entered into solely for the benefit of the City and Applicant and no other third party shall have any right of action under this Agreement.

7.13 Disclosure of Documents. Applicant acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

7.14 Liability. Owner is wholly liable for any Claims arising out of this Agreement.

7.15 Termination. In addition to City's right to terminate under Section 2.4 and 2.5, City or Applicant may terminate this Agreement upon written Notice to the other in the event that the other party fails to comply with its obligations under this Agreement.

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

CITY:

CITY OF DUBLIN, a municipal corporation

By:

Colleen Tribby, City Manager

Attest:

Marsha Moore, City Clerk

Approved as to form

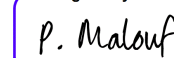
City Attorney

PROPERTY OWNER:

7667 Amador Valley Blvd LLC

By:

Signed by:

P. Malouf

7667 Amador Valley Blvd LLC

TENANT/BUSINESS OWNER:

Vets for Pets Inc, a California S-Corp

By:

Signed by:

Rajbir Grewal

Rajbir Grewal on behalf of Daleep Arora,
President

EXHIBIT A

SCOPE OF WORK

Proposed improvements include horizontal siding, ADA-compliant entry doors, a refreshed paint scheme, new monument and building signage, exterior lighting, and permanent landscaping. However, Staff recommends prioritizing the funding for all eligible exterior improvements except landscaping, as those plans have not yet been approved through the City's review process.

- Exterior to be wrapped with new horizontal siding
- Two new metal awnings added to both entrances
- New siding and parapet to be painted new color
- All exterior window updates
- Entry door to be ADA compliant
- Landscaping update to include gravel
- New signage and installation

EXHIBIT B

ELIGIBLE IMPROVEMENTS

Applicant is the business owner of Vets For Pets Inc (A.P.N. 941-0173-003 in Dublin, California and shall construct and install the façade improvements including, but not limited to the following (not including landscaping):

- Exterior to be wrapped with new horizontal siding
- Two new metal awnings added to both entrances
- New siding and parapet to be painted new color
- All exterior window updates
- Entry door to be ADA compliant
- New signage and installation



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Small Business Assistance Grant Program Agreements for The Sand Trapp and AVA Jiu Jitsu
Prepared by: Felicia Escover, Economic Development Manager

EXECUTIVE SUMMARY:

The City Council will consider approving two separate Small Business Assistance Grant Program Agreements for The Sand Trapp and AVA Jiu Jitsu. The Sand Trapp, an indoor golf facility located at 7802 Dublin Boulevard, is requesting \$28,000 for improvements related to the Americans with Disabilities Act (ADA) including an accessible restroom and exterior ramp. AVA Jiu Jitsu, a new martial arts studio at 7236 San Ramon Road, is requesting \$23,930 for ADA upgrades, sewer connection fees, and design-related costs. The Program supports business openings and the activation of long-vacant spaces through reimbursement-based grants.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving a Small Business Assistance Grant Program Agreement Between the City of Dublin and The Sand Trapp, and a Small Business Assistance Grant Program Agreement Between the City of Dublin and AVA Jiu Jitsu.

FINANCIAL IMPACT:

There is sufficient funding available in the adopted Fiscal Year 2025-26 operating budget for this expenditure.

DESCRIPTION:

The Small Business Assistance Grant Program is an economic development tool designed to assist businesses meet regulatory requirements that are often necessary to open or expand in Dublin that are often cost-prohibitive for new businesses. The Program is funded through an annual \$100,000 economic benefit payment made by Amador Valley Industries (AVI) for the exclusive right to collect construction and demolition debris as outlined in their service agreement with the City. The Program's eligible expenses include ADA upgrades, sewer

connections, Title 24 energy compliance, and other infrastructure improvements. The Program helps reduce financial burdens, promotes timely openings, and encourages activation of underutilized commercial spaces. Awards are made on a reimbursement basis.

The Sand Trapp (7802 Dublin Boulevard)

Small Business Assistance Grant Program Request: \$28,000.

The Sand Trapp is an indoor training facility offering year-round golf instruction, simulation technology, and wellness services for residents of all ages. The business will feature hitting bays, a putting green, golf-specific fitness areas, and programming that includes youth summer camps, after-school programs, and adult wellness classes. The applicant has committed approximately \$750,000 in private funding to transform the previously occupied dry-cleaning site—which had been vacant for approximately three years—into a recreational venue. The Sand Trapp signed a five-year lease beginning March 2025.

To meet regulatory requirements for accessibility and occupancy, the business must construct an ADA-compliant restroom and an exterior ramp—totaling \$28,000 in estimated costs. These upgrades include demolition, plumbing, tile installation, accessibility hardware, and installation of a yellow ADA pad and metal support bars. The grant will help offset these necessary expenses and ensures the business is fully accessible to patrons with disabilities.

The Sand Trapp expects to create four full-time and four part-time jobs and serve more than 400 clients annually. The facility will generate revenue through simulator rentals, retail sales, and food and beverage offerings, all of which are subject to sales tax. While these are new business owners, they are committed to making this business successful. Approval of this grant helps ensure equitable access and supports a business model that promotes wellness, youth development, and brings new jobs to Dublin.

AVA Jiu Jitsu (7236 San Ramon Road)

Small Business Assistance Grant Program Request: \$23,930.

AVA Jiu Jitsu is a family-oriented martial arts studio offering youth jiu jitsu classes, women's self-defense training, and general fitness programming for all ages. The business is activating a retail suite in the Lamps Plaza shopping center that had been vacant for five years. AVA Jiu Jitsu signed a five-year lease with a five-year extension option.

The grant request covers \$9,330 in unforeseen sewer connection fees, \$5,800 in architectural and mechanical, equipment, and plumbing design costs related to damaged drop ceiling insulation, and \$8,800 in ADA restroom upgrades. The owner, who previously ran a successful gym in Walnut Creek, relocated to Dublin to start this independent venture with investor support. Once operational, AVA Jiu Jitsu will create three jobs (including one full-time role) and generate regular foot traffic, benefiting neighboring businesses and contributing to the center's revitalization.

Economic Development Committee Consideration

On June 24, 2025, the Economic Development Committee reviewed separate applications

from The Sand Trapp and AVA Jiu Jitsu. By consensus, the Committee recommended City Council approval of both grant requests. This recommendation aligns with the Committee's role in providing policy guidance and direction on economic development initiatives.

STRATEGIC PLAN INITIATIVE:

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin.

Objective D: Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

- 1) Resolution Approving a Small Business Assistance Grant Program Agreement Between the City of Dublin and The Sand Trapp, and a Small Business Assistance Grant Program Agreement Between the City of Dublin and AVA Jiu Jitsu
- 2) Exhibit A to the Resolution – Small Business Assistance Grant Program Agreement Between the City of Dublin and The Sand Trapp
- 3) Exhibit B to the Resolution – Small Business Assistance Grant Program Agreement Between the City of Dublin and AVA Jiu Jitsu

RESOLUTION NO. XX – 25**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF DUBLIN****APPROVING A SMALL BUSINESS ASSISTANCE GRANT PROGRAM AGREEMENT
BETWEEN THE CITY OF DUBLIN AND THE SAND TRAPP, AND A SMALL BUSINESS
ASSISTANCE GRANT PROGRAM AGREEMENT BETWEEN THE CITY OF DUBLIN AND
AVA JIU JITSU**

WHEREAS, the City of Dublin has established a Small Business Assistance Grant Program (“Program”) to assist Dublin-based commercial, industrial, and retail businesses with the cost of complying with federal, state, and local regulations, including disability access requirements, sewer connections, and other infrastructure improvements necessary for business operation; and

WHEREAS, the Program is funded through an annual \$100,000 economic benefit payment made by Amador Valley Industries (AVI) for the exclusive right to collect construction and demolition debris as outlined in their service agreement; and

WHEREAS, the Program Guidelines provide for reimbursement-based grants to be used for eligible improvements within one year of grant approval, and require review by the Economic Development Committee and final approval by the City Council; and

WHEREAS, The Sand Trapp, a new indoor golf facility located at 7802 Dublin Boulevard, has applied for and been recommended to receive a grant of \$28,000 to support ADA-compliant improvements, including the installation of an accessible restroom and exterior ramp, as necessary for occupancy and business operation; and

WHEREAS, AVA Jiu Jitsu, a new martial arts studio located at 7236 San Ramon Road, has applied for and been recommended to receive a grant of \$23,930 for improvements including sewer connection fees, architectural and design costs, and ADA restroom upgrades, in order to satisfy regulatory requirements for opening and operation; and

WHEREAS, both grant requests were reviewed by the Economic Development Committee on June 24, 2025, and were unanimously recommended for approval to the City Council; and

WHEREAS, the City Council finds that these Agreements serve a public purpose in supporting small business development, activating long-vacant commercial spaces, promoting job creation, and fostering economic vitality consistent with the City’s adopted Economic Development Strategy.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the execution of two separate Small Business Assistance Grant Program Agreements: one between the City of Dublin and The Sand Trapp, and one between the City of Dublin and AVA Jiu Jitsu, in substantially the form attached hereto as **Exhibit A** and **Exhibit B**, respectively.

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

PASSED, APPROVED AND ADOPTED this 15th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

City Reimbursement Grant Amount \$28,000

SMALL BUSINESS ASSISTANCE GRANT PROGRAM AGREEMENT

THIS SMALL BUSINESS ASSISTANCE PROGRAM AGREEMENT ("Agreement") dated as of this **15th** day of **July 2025** the date of execution by the City (the "Effective Date") is entered into by and between the CITY OF DUBLIN, a public body corporate and politic ("City"), KBDub, LLC ("Owner"), and The Sand Trapp ("Tenant" and "Applicant").

RECITALS

A. The City has adopted a Small Business Assistance Program ("Program") in order to provide grants to certain owners or tenants of eligible buildings to assist with the cost of complying with federal, state and local laws relating to disability access requirements, trash enclosures, sewer connections and other such obligations imposed on small businesses.

B. Applicant leases space from Owner at certain real property located at 7802 Dublin Boulevard, Dublin, CA (the "Site"), and within the boundaries outlined by the Small Business Assistance Program Guidelines ("Program Guidelines").

C. Applicant has submitted an application to the City pursuant to the Program Guidelines for a compliance grant for certain improvements to the Site, and City has determined that Applicant and the Site meet the eligibility criteria for the Program.

D. City desires to enter into this Agreement because the improvement will better the physical access of the Site, and thereby enhance the economic vitality of commercial businesses, generate additional tax revenue and economic growth in the City.

E. Applicant desires to enter into this Agreement with City to receive assistance in making certain improvements to the Site, and City is willing to do so on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, City and Applicant hereby agree as follows:

Section 1. GENERAL.

1.1 Term. This Agreement shall begin on the Effective Date and expire five (5) years following the Applicant's approval of contractor's notice of completion ("Term").

Section 2. IMPROVEMENT OF THE SITE.

2.1 Scope of Work. Applicant shall complete the proposed project in accordance with the Scope of Work attached hereto as Exhibit 1 (the "Project").

2.2 Small Business Assistance Grant Funds. The City agrees to reimburse to the Applicant a sum not to exceed twenty-eight thousand dollars, [\$28,000] (the “Grant Amount”), for certain eligible improvements (the “Eligible Improvements”) as set forth below:

- a. The Grant Amount may be used only to fund those Eligible Improvements identified in Exhibit 2 attached hereto.
- b. All services to be performed by a third-party contractor shall be the subject of agreement between Applicant and the third-party contractors. The City shall not assume any liability for such agreements. The Applicant shall submit to the City all invoices from the contractor or contractors for work performed on the Eligible Improvements in order to receive reimbursement.
- c. A representative of the City shall inspect the completed Project after a completion notice has been submitted to the City.
- d. The City will only issue the Grant Amount after the Project has been completed. Upon determination by the City's representative that the Project has been completed in conformance with the Scope of Work (Exhibit 1) and the City approvals, the City shall issue a check made payable to the Applicant in an amount equal to the lesser of the Grant Amount or the actual amount of the invoices submitted to the City by the Applicant. The City Manager in his or her sole discretion may issue the Grant Amount at an earlier time than set forth in this Section 2.2(d), if the Applicant can demonstrate good cause.
- e. Any and all costs of the Project including, but not limited to the Eligible Improvements, which are in excess of the Grant Amount, shall be the sole responsibility of, and be borne by, the Applicant.

2.3 Permits and Approvals. Before commencement of the Project, Applicant shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency affected by such construction or work.

2.4 Commencement of the Project. Within 60 days after the Effective Date, Applicant shall have selected and authorized one or more contractors to complete the Project, and shall have provided notice to the City of such selection and authorization. In the event the Applicant fails to select and authorize a contractor or contractors to complete the Project within such 60-day period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. All contractors performing work on the Project must be licensed in the State of California.

2.5 Building Permit. A Building Permit must be obtained within six months of the Effective Date. In the event the Applicant fails to obtain a Building Permit within such six-month period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. An additional six-month extension may be approved with the City's prior written consent.

2.6 Completion of the Project. Applicant shall complete the Project and satisfy all other obligations and conditions of this Agreement within 120 days of building permit issuance. This completion date is subject to revision from time to time as mutually agreed upon in writing between Applicant and the City Manager, or their designee. Upon completion, Applicant shall require contractors' completion notice signed by the contractor. When the Project is completed as set forth in this Agreement, a notice of completion shall be delivered to and approved by the Applicant. Notice of completion shall then be delivered to the City as set forth in Section 2.2.

Section 3. INSURANCE REQUIREMENTS.

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

3.1 Workers' Compensation.

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

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

3.1.2 Submittal Requirements. To comply with Subsection 3.1, Applicant shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section for all contractor(s) performing work related to the Project; and

- b. Waiver of Subrogation Endorsement as required by the section for all contractor(s) performing work related to the Project.

3.2 Commercial General and Automobile Liability Insurance Requirements.

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

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Applicant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Applicant fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Applicant. Failure to exercise this right shall not constitute a waiver of right to exercise later. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.2.1 Commercial General and Automobile Liability Insurance.

3.2.1.1 General requirements. Applicant and all contractors and subcontractors, at their own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.1.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 (“any auto”).

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Applicant, including the insured's general supervision of Applicant; products and completed operations of Applicant; premises owned, occupied, or used by Applicant; and automobiles owned, leased, or used by the Applicant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Applicant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Applicant shall notify City within 14 days of notification from Applicant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. For Applicant's contractors and subcontractors, an endorsement for completed operations for the construction project, such as the CG 20 37 “Additional Insured—Owners, Lessees or Contractors—Completed Operations” endorsement form, shall be submitted by Applicant to the City no later than 30 days after completion of the Project.

3.2.1.4 Submittal Requirements and Verification of coverage. Applicant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements

for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

a. Prior to execution of this Agreement, Applicant shall submit:

- Certificate(s) of Commercial General Insurance and Automobile Liability Insurance; and
- Waiver of Subrogation Endorsement.

b. Prior to commencement of the Project as described in Section 2.4., Applicant shall furnish City with contractor's certificates of insurance and with original endorsements effecting coverage required herein.

3.2.1.5 Contractors and Subcontractors. Applicant agrees to include with all contractors or subcontracts the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Contractors or subcontractors hired by Applicant agree to be bound to Applicant and the City in the same manner and to the same extent as Applicant is bound to the City under the Contract Documents.

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

3.2.1.7 Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention provision and/or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or the City.

3.2.1.8 Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect City as a named insured.

3.2.1.9 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Applicant shall provide written notice to City at Applicant's

earliest possible opportunity and in no case later than five days after Applicant is notified of the change in coverage.

3.2.2 Term of Coverage. Applicant, at its own cost and expense, shall maintain all insurance policies required by this Agreement for the duration of the Agreement's Term. Applicant shall require that all contractors and subcontractors, at their own cost and expense, maintain the insurance policies required by this Agreement until the Project is complete and the Applicant accepts contractor's completion notice.

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

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

Section 4. PREVAILING WAGES.

Applicant shall require any contractors performing work under this Agreement to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771, et seq. For the purpose of this Agreement, prevailing wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

The Contractors and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractors or subcontractors in connection with the Project. The payroll records shall be kept in accordance with the provisions of Section 1776 of the California Labor Code, and Contractor and each subcontractor shall otherwise comply with requirements of such Section 1776.

Section 5. NONDISCRIMINATION AND EQUAL OPPORTUNITY.

Applicant shall not discriminate, on the basis of a person's race, sex, gender, religion (including religious dress and grooming practices), national origin, ancestry, physical or mental

disability, medical condition (including cancer and genetic characteristics), marital status, age, sexual orientation, color, creed, pregnancy, genetic information, gender identity or expression, political affiliation or belief, military/veteran status, or any other classification protected by applicable local, state, or federal laws (each a "Protected Characteristic"), against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Applicant under this Agreement.

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

Section 6. MAINTENANCE COVENANTS.

The Applicant covenants and agrees, for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that the Applicant will maintain, at Applicant's own cost and expense, the improvements on the Site in a clean and orderly condition, free of graffiti, and in good condition and repair, and will keep the Site free from any accumulation of debris and waste materials. Any damage to the building visible from the street is to be repaired immediately. The Applicant shall promptly touch up painted areas and perform any other repairs needed to maintain an attractive building appearance, including cleaning all awnings, if any, at least once a year.

The foregoing covenants shall remain in effect for a period of 60 months from the completion of the Project. During this 60-month period, Applicant agrees, for itself, its successors, its assigns and every successor in interest, that it will not materially alter the improvements made with City funds, without the prior written consent of City which consent may be conditioned by City to preserve those features to the extent necessary to achieve the objectives of City for entering into this Agreement. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

6.1 Improvements Cannot Be Removed by Applicant or Owner Without City's Consent. All Eligible Improvements will become permanent fixtures of the property and cannot be removed by Applicant or Owner upon expiry or termination of the lease or sale of the property. Exceptions can be made with the prior written consent of the City. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

Section 7. GENERAL PROVISIONS.

7.1 Rights of Access. Representatives of the City shall have the reasonable right to access the Site, without charges or fees, for the purpose of inspecting the Project, including the Eligible Improvements. City (or its representatives) shall, except in emergency situations, give Applicant reasonable advance notice prior to exercising its rights herein. Nothing herein shall be deemed to limit the ability of the City to conduct code enforcement and other administrative inspections of the Site in accordance with applicable law.

7.2 Compliance with Laws. Applicant shall carry out the Project in conformity with all applicable federal, state and local laws, including Labor Code requirements; City zoning and

development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

7.3 Assignment. Applicant shall have the right to assign all of its rights and obligations under this Agreement, provided however that any such assignment shall be effective only upon receipt by City of written notice of the assignment.

7.4 Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650

Attention: City Manager

To Applicant: Owner

KBDub, LLC
c/o Lavery Chacon, Inc.
PO Box 1003
Citrus Heights, CA 95611-1003
Phone: 916-722-0333
Email: NA

Attention: Ron Krantzman, Property Owner

And

Tenant
The Sand Trapp
7802 Dublin Boulevard
Phone: 415-515-7068
Email: info@thesandtrapp.com

Attention: Elliot Bunyaviroch, Tenant

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

7.5 Relationship between City and Applicant. It is hereby acknowledged that the relationship between City and Applicant is not that of a partnership or joint venture and that City and Applicant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements. Applicant agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Applicant with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements.

7.6 Integration. This Agreement contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

7.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

7.8 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

7.9 Applicant's Indemnity; Waiver. Applicant shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, agents and representatives, harmless from, any and all Claims of any kind or nature arising out of the Project or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or accidental death (including reasonable attorneys' fees and costs), which may be caused by the work performed under this Agreement or any activities associated with the Project, whether such activities or work is performed by Applicant or by anyone directly or indirectly employed or contracted with by Applicant. Applicant's indemnity obligations under this section shall survive termination of this Agreement. Applicant's indemnity obligations under this section shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the active negligence or willful misconduct of the City, or its officers, employees, agents or representatives.

Applicant hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the work, or Applicant's obligation to comply with all laws with respect to the work.

7.10 Non-liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or its successors, or on any obligations under the terms of this Agreement.

7.11 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

7.12 No Third Party Rights. This Agreement is made and entered into solely for the benefit of the City and Applicant and no other third party shall have any right of action under this Agreement.

7.13 Disclosure of Documents. Applicant acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

7.14 Joint and Several Liability. Owner and Tenant are jointly and severally liable for any Claims arising out of this Agreement.

7.15 Termination. In addition to City's right to terminate under Section 2.4 and 2.5, City or Applicant may terminate this Agreement upon written Notice to the other in the event that the other party fails to comply with its obligations under this Agreement.

IN WITNESS WHEREOF, City, Applicant and Owner have executed this Agreement on the respective dates set forth below.

CITY:

THE CITY OF DUBLIN, a public body,
corporate and politic

By: _____
Colleen Tribby,
City Manager

OWNER:

KBDub, LLC

Signed by:
By: Ron Krantzman
Printed Name: Ron Krantzman
Title: Property Owner

ATTEST:

Marsha Moore,
City Clerk

TENANT:

The Sand Trapp

Signed by:
By: Elliot Bunyaviroch
Printed Name: Elliot Bunyaviroch
Title: Business Owner / Tenant

APPROVED AS TO FORM:

City Attorney

**EXHIBIT NO. 1
SCOPE OF WORK
PROJECT**

The Sand Trapp is a first-of-its-kind indoor golf training facility in Dublin, providing a state-of-the-art space for golfers of all ages and skill levels. Our facility will feature Foresight-powered hitting bays, a large PuttView putting green, and a golf-specific gym, offering a unique, year-round training environment that supports both youth development and adult wellness.

In order to meet ADA accessibility requirements, we must construct an additional ADA-compliant restroom before opening. We are seeking grant assistance to offset this cost, ensuring our facility is fully compliant while allowing us to focus resources on community programming, staffing, and operations.

To meet ADA standards, we must build an additional restroom and an additional exterior ramp to accommodate all patrons, including individuals with disabilities.

The estimated cost for these requirements is \$28,000, broken down as follows:

Bathroom - \$23,000:

Demolition & Hauling Debris – \$2,500

Upgrade Plumbing & Electrical – \$4,500

New Walls & Framing – \$4,000

Drywall & Waterproofing – \$4,500

Tile & Baseboard Installation – \$3,000

Toilet, Vanity, Sink, Faucet, Mirror, & Fixtures – \$2,500

Lighting Installation – \$1,000 Paint – \$1,000

Exterior Ramp - \$5,000:

Demolition & Hauling Debris – \$2,000

Installation of metal bars and yellow ADA pad – \$1,500

Preparing, planning and pouring concrete – \$500

Metal bars, concrete, yellow ADA pad – \$1,000

We will be producing 8 new jobs for the community while hoping to serve 400 new clients every year.

**EXHIBIT NO. 2
ELIGIBLE IMPROVEMENTS**

Bathroom - \$23,000:

Demolition & Hauling Debris – \$2,500

Upgrade Plumbing & Electrical – \$4,500

New Walls & Framing – \$4,000

Drywall & Waterproofing – \$4,500

Tile & Baseboard Installation – \$3,000

Toilet, Vanity, Sink, Faucet, Mirror, & Fixtures – \$2,500

Lighting Installation – \$1,000 Paint – \$1,000

Exterior Ramp - \$5,000:

Demolition & Hauling Debris – \$2,000

Installation of metal bars and yellow ADA pad – \$1,500

Preparing, planning and pouring concrete – \$500

Metal bars, concrete, yellow ADA pad – \$1,000

Attachment 3
Exhibit B to the Resolution

City Reimbursement Grant Amount \$23,930

SMALL BUSINESS ASSISTANCE GRANT PROGRAM AGREEMENT

THIS SMALL BUSINESS ASSISTANCE GRANT PROGRAM AGREEMENT ("Agreement") dated as of this **15th** day of **July 2025**, the date of execution by the City (the "Effective Date") is entered into by and between the CITY OF DUBLIN, a public body corporate and politic ("City"), Gabriel H Chiu ("Owner"), and AVA Jiu Jitsu (BR Jiu Jitsu LLC) ("Tenant" and "Applicant").

R E C I T A L S

A. The City has adopted a Small Business Assistance Program ("Program") in order to provide grants to certain owners or tenants of eligible buildings to assist with the cost of complying with federal, state and local laws relating to disability access requirements, trash enclosures, sewer connections and other such obligations imposed on small businesses.

B. Applicant leases space from Owner at certain real property located at 7236 San Ramon Road, Dublin CA (the "Site"), and within the boundaries outlined by the Small Business Assistance Program Guidelines ("Program Guidelines").

C. Applicant has submitted an application to the City pursuant to the Program Guidelines for a compliance grant for certain improvements to the Site, and City has determined that Applicant and the Site meet the eligibility criteria for the Program.

D. City desires to enter into this Agreement because the improvement will better the physical access and health and safety for the public at the Site, and thereby enhance the economic vitality of commercial businesses, generate additional tax revenue and economic growth in the City.

E. Applicant desires to enter into this Agreement with City to receive assistance in making certain improvements to the Site, and City is willing to do so on the terms and conditions set forth in this Agreement.

A G R E E M E N T

NOW, THEREFORE, City and Applicant hereby agree as follows:

Section 1. GENERAL.

1.1 Term. This Agreement shall begin on the Effective Date and expire five (5) years following the Applicant's approval of contractor's notice of completion ("Term").

Section 2. IMPROVEMENT OF THE SITE.

2.1 Scope of Work. Applicant shall complete the proposed project in accordance with the Scope of Work attached hereto as Exhibit 1 (the "Project").

2.2 Small Business Assistance Grant Funds. The City agrees to reimburse to the Applicant a sum not to exceed twenty-three thousand nine hundred and thirty dollars (\$23,930) (the "Grant Amount"), for certain eligible improvements (the "Eligible Improvements") as set forth below:

- a. The Grant Amount may be used only to fund those Eligible Improvements identified in Exhibit 2 attached hereto.
- b. All services to be performed by a third-party contractor shall be the subject of agreement between Applicant and the third-party contractors. The City shall not assume any liability for such agreements. The Applicant shall submit to the City all invoices from the contractor or contractors for work performed on the Eligible Improvements in order to receive reimbursement.
- c. A representative of the City shall inspect the completed Project after a completion notice has been submitted to the City.
- d. The City will only issue the Grant Amount after the Project has been completed. Upon determination by the City's representative that the Project has been completed in conformance with the Scope of Work (Exhibit 1) and the City approvals, the City shall issue a check made payable to the Applicant in an amount equal to the lesser of the Grant Amount or the actual amount of the invoices submitted to the City by the Applicant. The City Manager in his or her sole discretion may issue the Grant Amount at an earlier time than set forth in this Section 2.2(d), if the Applicant can demonstrate good cause.
- e. Any and all costs of the Project including, but not limited to the Eligible Improvements, which are in excess of the Grant Amount, shall be the sole responsibility of, and be borne by, the Applicant.

2.3 Permits and Approvals. Before commencement of the Project, Applicant shall secure or cause to be secured any and all permits which may be required by the City and any other governmental agency affected by such construction or work.

2.4 Commencement of the Project. Within 60 days after the Effective Date, Applicant shall have selected and authorized one or more contractors to complete the Project, and shall have provided notice to the City of such selection and authorization. In the event the Applicant fails to select and authorize a contractor or contractors to complete the Project within such 60-day period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. All contractors performing work on the Project must be licensed in the State of California.

2.5 Building Permit. A Building Permit must be obtained within six months of the Effective Date. In the event the Applicant fails to obtain a Building Permit within such six-month period, the City may, at its option, terminate this Agreement upon written notice to the Applicant. In such event, neither party shall have any further rights against or liability to the other in connection to this Agreement. An additional six-month extension may be approved with the City's prior written consent.

2.6 Completion of the Project. Applicant shall complete the Project and satisfy all other obligations and conditions of this Agreement within 120 days of building permit issuance. This completion date is subject to revision from time to time as mutually agreed upon in writing between Applicant and the City Manager, or their designee. Upon completion, Applicant shall require contractors' completion notice signed by the contractor. When the Project is completed as set forth in this Agreement, a notice of completion shall be delivered to and approved by the Applicant. Notice of completion shall then be delivered to the City as set forth in Section 2.2.

Section 3. INSURANCE REQUIREMENTS.

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

3.1 Workers' Compensation.

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

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

3.1.2 Submittal Requirements. To comply with Subsection 3.1, Applicant shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section for all contractor(s) performing work related to the Project; and
- b. Waiver of Subrogation Endorsement as required by the section for all contractor(s) performing work related to the Project.

3.2 Commercial General and Automobile Liability Insurance Requirements.

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

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under the Applicant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event Applicant fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by Applicant. Failure to exercise this right shall not constitute a waiver of right to exercise later. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.2.1 Commercial General and Automobile Liability Insurance.

3.2.1.1 General requirements. Applicant and all contractors and subcontractors, at their own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities

contemplated under this Agreement, including the use of owned and non-owned automobiles.

3.2.1.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 (“any auto”).

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Applicant, including the insured’s general supervision of Applicant; products and completed operations of Applicant; premises owned, occupied, or used by Applicant; and automobiles owned, leased, or used by the Applicant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Applicant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City. Applicant shall notify City within 14 days of notification from Applicant’s insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. For Applicant’s contractors and subcontractors, an endorsement for completed operations for the construction project, such as the CG 20 37 “Additional Insured—Owners, Lessees or Contractors—Completed Operations” endorsement form, shall be submitted by Applicant to the City no later than 30 days after completion of the Project.

3.2.1.4 Submittal Requirements and Verification of coverage. Applicant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

a. Prior to execution of this Agreement, Applicant shall submit:

- Certificate(s) of Commercial General Insurance and Automobile Liability Insurance; and
- Waiver of Subrogation Endorsement.

b. Prior to commencement of the Project as described in Section 2.4., Applicant shall furnish City with contractor's certificates of insurance and with original endorsements effecting coverage required herein.

3.2.1.5 Contractors and Subcontractors. Applicant agrees to include with all contractors or subcontracts the same requirements and provisions of this Agreement including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Contractors or subcontractors hired by Applicant agree to be bound to Applicant and the City in the same manner and to the same extent as Applicant is bound to the City under the Contract Documents.

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

3.2.1.7 Deductibles and Self-Insured Retentions. All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention provision and/or deductibles shall provide or be endorsed to provide that the SIR and/or deductibles may be satisfied by either the named insured or the City.

3.2.1.8 Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before City's own insurance or self-insurance shall be called upon to protect City as a named insured.

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

3.2.2 Term of Coverage. Applicant, at its own cost and expense, shall maintain all insurance policies required by this Agreement for the duration of the Agreement's Term. Applicant shall require that all contractors and subcontractors, at their own cost and expense, maintain the insurance policies required by this Agreement until the Project is complete and the Applicant accepts contractor's completion notice.

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

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

Section 4. PREVAILING WAGES.

Applicant shall require any contractors performing work under this Agreement to pay prevailing wages pursuant to the requirements of the California Labor Code, Section 1771, et seq. For the purpose of this Agreement, prevailing wages are the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this Agreement as ascertained by the Director of the Department of Industrial Relations of the State of California. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

The Contractors and each subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by the Contractors or subcontractors in connection with the Project. The payroll records shall be kept in accordance with the provisions of Section 1776 of the California Labor Code, and Contractor and each subcontractor shall otherwise comply with requirements of such Section 1776.

Section 5. NONDISCRIMINATION AND EQUAL OPPORTUNITY.

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

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

Section 6. MAINTENANCE COVENANTS.

The Applicant covenants and agrees, for itself, its successors, its assigns and every successor in interest to the Site or any part thereof, that the Applicant will maintain, at Applicant's own cost and expense, the improvements on the Site in a clean and orderly condition, free of graffiti, and in good condition and repair, and will keep the Site free from any accumulation of debris and waste materials. Any damage to the building visible from the street is to be repaired immediately. The Applicant shall promptly touch up painted areas and perform any other repairs needed to maintain an attractive building appearance, including cleaning all awnings, if any, at least once a year.

The foregoing covenants shall remain in effect for a period of 60 months from the completion of the Project. During this 60-month period, Applicant agrees, for itself, its successors, its assigns and every successor in interest, that it will not materially alter the improvements made with City funds, without the prior written consent of City which consent may be conditioned by City to preserve those features to the extent necessary to achieve the objectives of City for entering into this Agreement. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

6.1 Improvements Cannot Be Removed by Applicant or Owner Without City's Consent. All Eligible Improvements will become permanent fixtures of the property and cannot be removed by Applicant or Owner upon expiry or termination of the lease or sale of the property. Exceptions can be made with the prior written consent of the City. Any violation of this section not cured within 60 days shall entitle City to reimbursement of the funds granted by City from the person or entity responsible for the violation.

Section 7. GENERAL PROVISIONS.

7.1 Rights of Access. Representatives of the City shall have the reasonable right to access the Site, without charges or fees, for the purpose of inspecting the Project, including the Eligible Improvements. City (or its representatives) shall, except in emergency situations, give Applicant reasonable advance notice prior to exercising its rights herein. Nothing herein shall be deemed to limit the ability of the City to conduct code enforcement and other administrative inspections of the Site in accordance with applicable law.

7.2 Compliance with Laws. Applicant shall carry out the Project in conformity with all applicable federal, state and local laws, including Labor Code requirements; City zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

7.3 Assignment. Applicant shall have the right to assign all of its rights and obligations under this Agreement, provided however that any such assignment shall be effective only upon receipt by City of written notice of the assignment.

7.4 Notices, Demands and Communications between the Parties. Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and shall be given by certified mail, return receipt requested and postage prepaid, personal delivery, or reputable overnight courier (but not by facsimile or email), to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Dublin
100 Civic Plaza
Dublin, CA 94568
(925) 833-6650

Attention: City Manager

To Applicant: Owner

Gabriel H Chiu
1767 Germano Way
Pleasanton, CA 94566
Phone: 925-963-0898
Email: gabrielhchiu@gmail.com

Attention: Gabriel H Chiu, Property Owner

And

Tenant
AVA Jiu Jitsu (BR Jiu Jitsu LLC)
1600 Ramona Way, Unit A
Alamo CA 94507
Phone: 415-619-4405
Email: filipe.jerry@gmail.com

Attention: João Filipe Silva De Oliveira

Any Notice shall be deemed received on the date of delivery if delivered by personal service, on the date of delivery or refused delivery as shown by the return receipt if sent certified mail, and on the date of delivery or refused delivery as shown by the records of the overnight courier if sent via nationally recognized overnight courier. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

7.5 Relationship between City and Applicant. It is hereby acknowledged that the relationship between City and Applicant is not that of a partnership or joint venture and that City and Applicant shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements. Applicant agrees to indemnify, hold harmless and defend City from any claim made against City arising from a claimed relationship of partnership or joint venture between City and Applicant with respect to the development, operation, maintenance or management of the Site or the Eligible Improvements.

7.6 Integration. This Agreement contains the entire understanding between the parties relating to the transactions contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

7.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

7.8 Conflicts of Interest. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

7.9 Applicant's Indemnity; Waiver. Applicant shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City, and its officers, employees, agents and representatives, harmless from, any and all Claims of any kind or nature arising out of the Project or this Agreement or the implementation hereof, including, but not limited to, any damages to property, injuries to persons or accidental death (including reasonable attorneys' fees and costs), which may be caused by the work performed under this Agreement or any activities associated with the Project, whether such activities or work is performed by Applicant or by anyone directly or indirectly employed or contracted with by Applicant. Applicant's indemnity obligations under this section shall survive termination of this Agreement. Applicant's indemnity obligations under this section shall not extend to claims, demands, damages, defense costs or liability for property damage, bodily injury or death occasioned by the active negligence or willful misconduct of the City, or its officers, employees, agents or representatives.

Applicant hereby waives, releases and discharges forever the City, and its employees, officers, volunteers, agents and representatives, from any and all present and future Claims arising out of or in any way connected with this Agreement, the performance of the work, or Applicant's obligation to comply with all laws with respect to the work.

7.10 Non-liability of Officials and Employees of City. No member, official or employee of the City shall be personally liable to Applicant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Applicant or its successors, or on any obligations under the terms of this Agreement.

7.11 Applicable Law. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

7.12 No Third Party Rights. This Agreement is made and entered into solely for the benefit of the City and Applicant and no other third party shall have any right of action under this Agreement.

7.13 Disclosure of Documents. Applicant acknowledges that the City is subject to the provisions of the California Public Records Act and that any information submitted to the City may be disclosed to the extent required by law.

7.14 Joint and Several Liability. Owner and Tenant are jointly and severally liable for any Claims arising out of this Agreement.

7.15 Termination. In addition to City's right to terminate under Section 2.4 and 2.5, City or Applicant may terminate this Agreement upon written Notice to the other in the event that the other party fails to comply with its obligations under this Agreement.

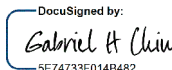
IN WITNESS WHEREOF, City, Applicant and Owner have executed this Agreement on the respective dates set forth below.

CITY:

THE CITY OF DUBLIN, a public body,
corporate and politic

By: _____
Colleen Tribby,
City Manager

OWNER:

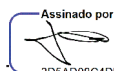
By:  _____
Printed Name: Gabriel H Chiu
Title: Property Owner

ATTEST:

Marsha Moore,
City Clerk

TENANT:

AVA Jiu Jitsu (BR Jiu Jitsu LLC)

By:  _____
3D5AD08C4DF4455...

APPROVED AS TO FORM:

City Attorney

Printed Name: João Filipe Silva De Oliveira
Title: Business Owner

**EXHIBIT NO. 1
SCOPE OF WORK
PROJECT**

The requested funds will be used to help offset unanticipated costs related to DSRSD sewer connection fees and expanded tenant improvements triggered during the permitting process. After signing the lease, we discovered that the existing space required more extensive work than originally anticipated, including replacement of the drop ceiling due to compromised insulation materials. Our original plan was limited to carpet, paint, and mat installation. The permitting timeline has also taken longer than expected due to coordination and documentation requirements. These factors have resulted in budget overruns and delays. The grant would help us complete the necessary improvements to open safely and in compliance with City requirements. The grant amount will be used for: \$9,330 DSRSD connection + \$5,800 MEP consultants + \$8,800 ADA Upgrades.

EXHIBIT NO. 2
ELIGIBLE IMPROVEMENTS

\$9,330 DSRSD connection + \$5,800 MEP consultants + \$8,800 ADA Upgrades



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Mayor’s Appointment to Heritage and Cultural Arts Commission and Senior Center Advisory Committee Unscheduled Vacancies
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider the Mayor’s appointments to fill an unscheduled vacancy on the Heritage and Cultural Arts Commission and an unscheduled vacancy on the Senior Center Advisory Committee.

STAFF RECOMMENDATION:

Confirm the Mayor’s appointment of Jackson Berg to the Heritage and Cultural Arts Commission unscheduled vacancy for the remainder of a term ending December 2028 and Michael Goldstein to the Senior Center Advisory Committee unscheduled vacancy for the remainder of a term ending December 2026.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On May 7, 2025, an unscheduled vacancy occurred on the Senior Center Advisory Committee and on May 15, 2025, an unscheduled vacancy occurred on the Heritage and Cultural Arts Commission. A notice seeking applications was posted on May 23, 2025, with a deadline of June 13, 2025.

Heritage and Cultural Arts Commission

After reviewing applications from alternate Victoria Liu, Jackson Berg, Paul Chang, Shubha Kandukoori, Sachin Khatter, Salim Razawi, and Chandra Singh, Mayor Hu selected Jackson Berg to fill the vacancy.

Senior Center Advisory Committee

After reviewing applications from alternates Michael Goldstein and Regis Harvey, Namrata Berry, Shubha Kandukoori, and Julia Nam, Mayor Hu selected Michael Goldstein to fill the vacancy.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted, and applicants were notified.

ATTACHMENTS:

- 1) Heritage and Cultural Arts Commission Applications
- 2) Senior Center Advisory Committee Applications



Heritage and Cultural Arts Commission

Application

The Heritage and Cultural Arts Commission is an advisory body to the City Council and City Staff. This Commission is made up of seven members of the community who serve four-year staggered terms and one alternate serving two-year terms. The Commission considers and makes recommendations to the City Council on historical, cultural, and artistic matters by: ensuring historical preservation of the Heritage Center; generating public input concerning the arts; and, reviewing arts contract proposals. The Commission may also review and make recommendations regarding the City's budgets for arts programs, facilities, and the Heritage and Cultural Arts Long Range Plan for the community. The Heritage and Cultural Arts Commission Bylaws and Rules of Procedure govern the meetings and activities of the Commission.

The Heritage and Cultural Arts Commission is part of the City's Conflict of Interest Code, and if appointed, you will be required to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment ([FPPC Form 700](#)) and attend Ethics Training.

[The Heritage and Cultural Arts Commission Bylaws and Rules of Procedure](#) govern the meetings and activities of the Commission.

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

6/12/2025

First Name *

Jackson

Last Name *

Berg

Address *

Street Address

[REDACTED]

Address Line 2

City

DUBLIN

State/Province/Region

CA

Postal/Zip Code

94568-2552

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

20

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions



What education, training or experience do you have in cultural arts or heritage?

My experience in the cultural arts began at Dublin High School, where I participated in the advanced video production program. Through this work, I helped create a variety of Dublin-centered videos that celebrated and highlighted the city's cultural identity and artistic expression. In college, I studied political science and remained active in campus life, contributing to arts-related initiatives and programming through student organizations.

List the artistic, cultural, and/or historic activities in which you have participated (particularly within the City of Dublin).

Having lived in Dublin for over 20 years, I've had the opportunity to participate in nearly every major city event, often multiple times. I have fond memories of marching in the St. Patrick's Day Parade as a child and attending the Splatter Festival with my family. I've explored Dublin's rich local history through visits to historic sites, museum exhibitions, and city sponsored walking tours. As a student at Dublin High School, I submitted several short films to the DHS Film Festival, and my group's project proudly won the festival in 2019. I also participated in homecoming events and other school-led initiatives that deepened my involvement in the local community and connected me to the city's vibrant cultural life. Additionally, I've volunteered at the Dublin St. Patrick's Day Festival and other community events, where I supported the city's efforts to showcase and celebrate its diverse cultural traditions.

Dublin has a rich heritage that has been preserved through parks, facilities, and programs. Dublin's recent history comprises diverse growth and demographics. How do you bridge the pioneer era with the more recent growth that has shaped what Dublin is today?

As a 24-year-old who has grown up in Dublin, I've witnessed the city's remarkable transformation over the past two decades. I've seen firsthand how Dublin has embraced diversity and growth while still preserving and honoring its rich pioneer history. The city has done an excellent job of maintaining this balance through initiatives like the preservation of Heritage Park and Museums, as well as inclusive community events such as the St. Patrick's Day Festival and Splatter. I believe there's a valuable opportunity to build even stronger connections between our historic foundation and our evolving, multicultural identity. I would be proud to serve as a voice for the younger generation—many of whom enjoy the benefits of the Heritage and Cultural Arts Commission's work without always recognizing the thoughtful planning behind it. With deep roots in the community and a passion for civic engagement, I hope to help bridge this generational and cultural gap by promoting awareness and engagement with Dublin's heritage in ways that resonate with newer residents and future leaders.

What knowledge do you have of public art and public art programs in Dublin?

I am familiar with Dublin's public art initiatives, including the Art in Public Places program and the city's distinctive utility box art, which I recall when it was first launched several years ago. I have also enjoyed attending art galleries and events throughout the Tri-Valley, celebrating local artists and their creative contributions. I believe public art plays a vital role in shaping community identity and making the arts accessible to all residents and visitors. It offers a unique avenue to showcase what life in Dublin means—whether someone is passing through or spending time here. As Dublin continues to grow, investing in public art is essential, as it enhances the city's visual appeal and attractiveness, factors that many consider when choosing where to live. A culturally vibrant, colorful city enriched by public art not only elevates the standard of living but also strengthens Dublin's position as a welcoming and dynamic community.

What is the most important contribution you feel you can make as a member of the Heritage & Cultural Arts Commission?

As the Community Outreach Manager for Congressman Eric Swalwell, I am deeply engaged with the Dublin community on a daily basis, giving me firsthand insight into residents' interests, needs, and ideas. This connection allows me to represent community voices effectively and ensure the Heritage & Cultural Arts Commission's initiatives remain relevant and inclusive. Through my role, I collaborate closely with art studios in Dublin and high school art teachers throughout the greater Tri-Valley area. It is through these relationships that I hope to expand access to art and art resources for students in the city, enriching their cultural experience and fostering greater engagement with the arts. My role also involves organizing the annual Congressional Art Competition, which supports emerging artists across Alameda County and promotes arts education. I am passionate about broadening opportunities for youth and underrepresented communities, believing that inclusive cultural programs strengthen Dublin's identity and community spirit. I am excited to bring this perspective and experience to the Commission to help cultivate a vibrant, accessible, and inclusive cultural arts environment.

Please list any current or recent membership in arts, culture or heritage organizations.

While I am not currently a member of any formal arts, culture, or heritage organizations, I am proud to be an alumnus of Dublin High School's Video Production program, where I developed skills and passion for cultural arts. Additionally, my involvement in the Dublin High

School Leadership program helped me build community engagement, organizational experience, and make local connections.

What experience do you have serving on advisory committees, task forces, boards, or commissions?

In my role as Community Outreach Manager for Congressman Eric Swalwell, I regularly collaborate with a wide range of committees and task forces. I currently serve on the Housing, Infrastructure, and Transportation Committee for Innovation Tri-Valley. Additionally, I am involved with the Government Relations and Economic Development Committees for Dublin, Livermore, Hayward, and Pleasanton. Managing the Congressman's local arts portfolio, I actively work with commissions & boards throughout Alameda County to support arts and cultural initiatives.

Why are you interested in serving on the Heritage and Cultural Arts Commission?

Having grown up in Dublin, I am deeply motivated to contribute to the preservation and enhancement of the city's heritage and cultural arts. I have witnessed Dublin's cultural evolution firsthand and am eager to apply my experience and passion to help shape its future. Serving on this Commission offers a unique opportunity to promote and enrich Dublin's identity, fostering a vibrant, inclusive community that honors both its rich history and dynamic growth.

With my ongoing involvement in the Dublin and Tri-Valley arts communities, I am excited to collaborate with fellow commissioners, local artists, and residents to develop innovative programs and initiatives that celebrate our diverse cultural heritage. If selected, I aim to amplify the voices of Dublin's younger generation and increase engagement with the Commission's work, ensuring that the arts remain accessible and inspiring for all. I am committed to helping make Dublin a cultural destination that residents are proud to call home and visitors eager to explore.



Heritage and Cultural Arts Commission

Application

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The Heritage and Cultural Arts Commission is part of the City's Conflict of Interest Code, and if appointed, you will be required to fill out a disclosure statement which identifies certain financial interest beginning with the immediate twelve-month period prior to your appointment ([FPPC Form 700](#)) and attend Ethics Training.

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Date Time *

6/11/2025

First Name *

Paul

Last Name *

Chang

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

USA

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

15

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions



What education, training or experience do you have in cultural arts or heritage?

I have a history degree from UC Berkeley. Some of my favorite learning experiences during my education were about music, art, and the rich culture of our country. Often throughout our history, it was our culture that bridged the divide amongst class, race, and religion.

List the artistic, cultural, and/or historic activities in which you have participated (particularly within the City of Dublin).

Dublin has a rich heritage that has been preserved through parks, facilities, and programs. Dublin's recent history comprises diverse growth and demographics. How do you bridge the pioneer era with the more recent growth that has shaped what Dublin is today?

Preservation of the history of Dublin is not an incongruous goal to recognizing the more recent changes in demographics and population. When I walk around various places in this city, I absorb the history through the art, architecture, city planning, and parks. Dublin is constantly growing and changing, but its history is the connective tissue for its residents. Honoring that history by preserving its greatest achievements (like its parks, facilities, and programs) will allow future residents to pass on its legacy.

What knowledge do you have of public art and public art programs in Dublin?

I have engaged with the city primarily through the many activities, camps, and classes that my kid has participated in. I have been to the Heritage Park, library, Emerald Glen Park, library, and Fallon Sports Park and understood the value of preserving each of those institutions. I have obviously seen the various public art pieces displayed around the city, and hope to have input on future efforts to enhance the beauty of our public spaces.

What is the most important contribution you feel you can make as a member of the Heritage & Cultural Arts Commission?

I have extensive experience as a lawyer in listening to various parties and stakeholders and providing my input in a clear, concise fashion. I value the culture of Dublin, and want to preserve the many institutions and programs that make it special.

Please list any current or recent membership in arts, culture or heritage organizations.

None.

What experience do you have serving on advisory committees, task forces, boards, or commissions?

None.

Why are you interested in serving on the Heritage and Cultural Arts Commission?

I am a longtime resident of Dublin. The programs, parks, and cultural opportunities of this city are worth preserving, and I want to participate in a meaningful way.





Heritage and Cultural Arts Commission

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Date Time *

5/28/2025

First Name *

Shubha

Last Name *

Kandukoori

Address *

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

7

Have you participated in Inside Dublin? *

☒ Yes

☐ No

If yes, what year?

2024

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions



What education, training or experience do you have in cultural arts or heritage?

N/A

List the artistic, cultural, and/or historic activities in which you have participated (particularly within the City of Dublin).

N/AD/A

Dublin has a rich heritage that has been preserved through parks, facilities, and programs. Dublin's recent history comprises diverse growth and demographics. How do you bridge the pioneer era with the more recent growth that has shaped what Dublin is today?

N/A

What knowledge do you have of public art and public art programs in Dublin?

N/A

What is the most important contribution you feel you can make as a member of the Heritage & Cultural Arts Commission?

N/A

Please list any current or recent membership in arts, culture or heritage organizations.

N/A

What experience do you have serving on advisory committees, task forces, boards, or commissions?

N/A

Why are you interested in serving on the Heritage and Cultural Arts Commission?

Dublin is our beautiful city



Heritage and Cultural Arts Commission

Application

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Date Time *

6/2/2025

First Name *

Sachin

Last Name *

Khatler

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)**E-mail ***

[REDACTED]

How long have you been a resident of Dublin? *

4

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?**Are you a Lobbyist? ***

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions



What education, training or experience do you have in cultural arts or heritage?

I have a deep-rooted passion for cultural arts and heritage, supported by my professional 16 yrs of education with college degree and 18 yrs of professional experience. Over the years, I have engaged in various projects that celebrate and preserve cultural identity. I prioritize inclusive representation and community engagement in all my artistic endeavors.

In addition, I have participated in multiple trainings, and workshops, which have enhanced my understanding of culturally responsive art practices. Through this experience, I've developed the ability to translate cultural narratives into visual forms that resonate with diverse audiences and enrich the public space.

List the artistic, cultural, and/or historic activities in which you have participated (particularly within the City of Dublin).

I have been actively involved in supporting and promoting cultural and artistic engagement in Dublin through both community initiatives and my professional work.

Locally, I helped organize the Spring Festival in Dublin, which welcomed approximately 300 attendees and celebrated cultural diversity through music, dance, food, and interactive community activities. The goal was to foster cultural exchange and build a stronger, more inclusive community in Dublin.

I've also collaborated with the Odisha Foundation to organize Odisha Dibas 2025, a cultural event celebrating the heritage, art, and traditions of the Indian state of Odisha, helping bring regional stories and performances to a broader audience.

Additionally, I have participated in the Dublin Farmers Market, supporting local creators and artists by showcasing culturally inspired goods and engaging with the community.

Professionally, through my work at Patreon and LTK (LikeToKnowIt), I've supported thousands of creators and artists by building products and tools that help them share their work and monetize their creative practice. This experience has deepened my understanding of the cultural arts ecosystem and equipped me with the tools to empower artists in both digital and physical spaces.

Dublin has a rich heritage that has been preserved through parks, facilities, and programs. Dublin's recent history comprises diverse growth and demographics. How do you bridge the pioneer era with the more recent growth that has shaped what Dublin is today?

Bridging Dublin's pioneer heritage with its recent growth requires honoring the past while creating space for new cultural narratives to emerge. I believe this connection can be strengthened through inclusive storytelling, community-centered events, and public art that reflects both the city's roots and its dynamic, multicultural present.

In my work—both professionally at companies like Patreon and LTK, and through local initiatives such as organizing Dublin's Spring Festival and Odisha Dibas—I've focused on amplifying diverse voices and traditions while fostering cross-cultural understanding. These events not only celebrate newer communities but also create opportunities to reflect on the shared values that connect us, such as resilience, community, and creativity—values that were just as important during the pioneer era.

By incorporating heritage themes into modern cultural events, and encouraging collaboration between long-time residents and newer community members, I aim to create experiences that respect Dublin's historical foundation while embracing its evolving identity. This approach ensures that all residents see themselves reflected in the city's cultural life and feel connected to its ongoing story.

What knowledge do you have of public art and public art programs in Dublin?

I am well-acquainted with Dublin's robust Public Art Program, which has been instrumental in integrating art into the city's landscape since the late 1980s. The program boasts over 30 publicly-owned artworks displayed across parks, civic buildings, and private developments, reflecting the city's commitment to celebrating its history and cultural diversity.

The city actively involves residents in the public art process, offering opportunities to participate in art selection, engage with artists, and contribute to community art projects. This inclusive approach ensures that the art resonates with Dublin's evolving demographics and cultural narratives.

Professionally, my roles at Patreon and LTK have centered on empowering creators and artists, providing them with tools and platforms to

monetize and share their work. This experience has deepened my appreciation for the impact of public art in fostering community engagement and cultural expression.

Locally, I've contributed to Dublin's cultural vibrancy by organizing events like the Spring Festival, which attracted around 300 attendees and celebrated the city's diverse cultures through art, music, and food. Additionally, my collaboration with the Odisha Foundation for Odisha Dibas 2025 highlighted regional art and traditions, further enriching Dublin's cultural tapestry.

I am enthusiastic about the opportunity to support and expand Dublin's public art initiatives, ensuring they continue to reflect and celebrate the city's rich heritage and dynamic community

What is the most important contribution you feel you can make as a member of the Heritage & Cultural Arts Commission?

The most important contribution I can make is serving as a bridge between tradition and innovation—honoring Dublin's heritage while expanding its cultural landscape to reflect the city's growing diversity.

With my experience organizing community-centered cultural events like the Dublin Spring Festival and Odisha Dibas 2025, I bring a proven ability to create inclusive spaces where residents can celebrate their backgrounds and learn from one another. These events not only promote cultural awareness but also help build a stronger sense of community.

Professionally, my work at Patreon and LTK has given me insight into how to empower artists and creators by building tools that help them thrive. I understand the evolving needs of creative communities, and I can bring that perspective to help Dublin expand access to opportunities in the arts—especially for emerging and underrepresented voices.

Ultimately, I aim to contribute fresh ideas, a collaborative spirit, and a deep commitment to making Dublin a place where history is honored, diversity is celebrated, and art is accessible to all.

Please list any current or recent membership in arts, culture or heritage organizations.

In addition to my involvement in cultural events and creator-focused platforms, I am also an active volunteer and community organizer through various youth and sports organizations that contribute to Dublin's cultural and social fabric:

Dublin United Soccer League – I actively support this local organization by helping organize youth soccer tournaments and community sports events that bring families together and promote cultural exchange through sport.

Dashrath Sankhe Cricket Academy – As a volunteer, I assist with tournament coordination and community engagement, encouraging youth participation in a sport deeply rooted in many cultural traditions.

Silicon Valley Asian Association – I contribute to cultural and athletic initiatives that celebrate Asian heritage, including community sports events that serve as both athletic and cultural gatherings.

These roles, while centered around sports, are deeply connected to community building, youth development, and cultural celebration—values that align strongly with the mission of the Heritage & Cultural Arts Commission.

What experience do you have serving on advisory committees, task forces, boards, or commissions?

I bring a strong background in leadership, strategic planning, and community engagement through my experience serving on both professional and nonprofit advisory bodies.

I am currently an advisory board member for multiple tech startups, where I provide guidance on product development, community strategy, and creator-focused initiatives. These roles have sharpened my ability to collaborate across disciplines, evaluate proposals, and support mission-driven innovation—skills highly transferable to commission work.

In the nonprofit space, I've served as chair of various committees, including those focused on event planning, cultural programming, and youth engagement. I've led initiatives for organizations such as the Silicon Valley Asian Association, helping organize events that blend cultural celebration with community service.

Locally, I've played a leadership role in organizing the Dublin Spring Festival and Odisha Dibas 2025, working with city stakeholders, cultural organizations, and volunteers to deliver inclusive and impactful community events.

Additionally, I volunteer with Dublin United Soccer League, Dashrath Sankhe Cricket Academy, and other youth sports organizations, contributing to tournament planning and operations—often serving in informal advisory roles.

Professionally, my work at Patreon and LTK has involved participation in internal task forces that support creative communities and cultural initiatives, further deepening my experience in collaborative, mission-aligned environments.

These experiences have prepared me to be an effective and thoughtful contributor to the Heritage & Cultural Arts Commission

Why are you interested in serving on the Heritage and Cultural Arts Commission?

I am passionate about celebrating and preserving cultural heritage while fostering inclusive, creative communities that reflect the rich diversity of Dublin. Serving on the Heritage and Cultural Arts Commission is an opportunity to actively contribute to shaping the city's cultural identity in a way that honors its history and embraces its evolving population.

Through my professional work empowering creators at Patreon and LTK, and my hands-on experience organizing community events like the Dublin Spring Festival and Odisha Dibas 2025, I've seen firsthand how art and culture can build bridges between people and strengthen community bonds. I want to bring this perspective to the Commission to help expand opportunities for artists, promote cultural education, and ensure that public art and heritage programs are accessible and relevant to all Dublin residents.

I am motivated by the chance to collaborate with fellow commissioners, community members, and city staff to enhance Dublin's cultural landscape, foster greater understanding across diverse groups, and create public spaces that inspire and unite.





Heritage and Cultural Arts Commission

Application

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Date Time *

11/15/2024

First Name *

Victoria

Last Name *

Liu

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

Postal/Zip Code

94568

State/Province/Region

CA94568

Country

Alameda

Phone (Primary) *

[REDACTED]

Phone (Secondary)**E-mail ***

[REDACTED]

How long have you been a resident of Dublin? *

Have you participated in Inside Dublin? *

If yes, what year?

- ☐ Yes
- ☒ No

Application Questions



What education, training or experience do you have in cultural arts or heritage?

- My College degree is Fine Arts
- I have Art Consultant Business
- I volunteered Teaching @ Adult school and Youth group

List the artistic, cultural, and/or historic activities in which you have participated (particularly within the City of Dublin).

Dublin has a rich heritage that has been preserved through parks, facilities, and programs. Dublin's recent history comprises diverse growth and demographics. How do you bridge the pioneer era with the more recent growth that has shaped what Dublin is today?

- Connect with the community to communicate and bridge between the cultures.
 - Reflect and improve during the process
 - Develop the good Program that earned good credit @ Dublin city community
- Thank You.

What knowledge do you have of public art and public art programs in Dublin?

- Dublin has good public art, but there is always space to get better and better. Thank You.

What is the most important contribution you feel you can make as a member of the Heritage & Cultural Arts Commission?

- I would do good research of current, study the history and Plan the future development according to the research and study, to build up practical way with community and Team together to do good contribution work. Thank You.

Please list any current or recent membership in arts, culture or heritage organizations.

What experience do you have serving on advisory committees, task forces, boards or commissions?

- APAPA board
- Dublin sister city commission

Why are you interested in serving on the Heritage and Cultural Arts Commission?

- Dublin city is a good town with Heritage and cultural Arts, I'd be glad to be part of the good Team to make excellent Art work @Dublin city.
- Thank You.



Heritage and Cultural Arts Commission

Application

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Date Time *

5/30/2025

First Name *

Salim

Last Name *

Razawi

Address *

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

USA

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

10

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions



What education, training or experience do you have in cultural arts or heritage?

I bring over a decade of multifaceted experience in arts management, cultural programming, and arts education. I currently serve as the Artistic Producer for Golden Thread Productions, the first American theatre company devoted to the Middle East. We produce passionate and provocative plays from or about the Middle East that celebrate the multiplicity of its perspectives and identities. We are a developmental catalyst and vibrant artistic home to artists at various stages of their career. We bring the Middle East to the American stage, creating treasured cultural experiences for audiences of all ages and backgrounds. Previously I served as Chair of the Artistic Planning Committee at Town Hall Theatre, where I have led strategic efforts to diversify artistic programming and foster community engagement through inclusive storytelling. My work has spanned curriculum development, production management, and cultural outreach—often in partnership with city governments like Pleasanton and regional theatre companies throughout the Bay Area. As an Afghan American, I also carry with me a lived understanding of the importance of cultural heritage, preservation, and representation. My personal and professional experiences have consistently emphasized the power of the arts in preserving history, celebrating identity, and building inclusive communities.

List the artistic, cultural, and/or historic activities in which you have participated (particularly within the City of Dublin).

While I have not yet led arts initiatives directly within Dublin, I've actively contributed to the region's cultural arts landscape through collaborative projects in Pleasanton, San Ramon, and Berkeley. These experiences include producing community theatre events, teaching culturally responsive workshops, and curating programming that amplifies underrepresented voices. As a resident and engaged regional arts leader, I understand Dublin's growing cultural momentum and am deeply motivated to bring my experience and regional insight to enrich Dublin's own artistic and heritage programming.

Dublin has a rich heritage that has been preserved through parks, facilities, and programs. Dublin's recent history comprises diverse growth and demographics. How do you bridge the pioneer era with the more recent growth that has shaped what Dublin is today?

Bridging Dublin's pioneer heritage with its increasingly diverse present requires intentional, inclusive programming that uplifts both legacy and new narratives. I believe in honoring the city's foundational stories while expanding the cultural lens to reflect the richness of its current demographics. To do this, I would advocate for dynamic initiatives, such as blending heritage events with multicultural festivals, commissioning public art from diverse artists, and hosting intergenerational storytelling workshops which would encourage participation from both long-standing and newly arrived residents. By highlighting connections across cultures and time, we can create programming that fosters a unified sense of identity while celebrating the unique contributions of all communities in Dublin.

What knowledge do you have of public art and public art programs in Dublin?

As a long-term resident, I am familiar with Dublin's commitment to integrating public art into community spaces, particularly through parks, civic buildings, and neighborhood developments. I admire the City's approach of using public art to enhance shared environments and reflect community values, and thrilled about the new up and coming performing arts center. While I am eager to deepen my specific knowledge of Dublin's current public art initiatives, my background in community-focused arts programming, commissioning artists, and planning accessible events prepares me to quickly and meaningfully contribute. As a former government employee (City of Pleasanton) I am committed to learning from City staff and fellow commissioners while bringing fresh, community-centered perspectives to the table.

What is the most important contribution you feel you can make as a member of the Heritage & Cultural Arts Commission?

I offer a unique combination of leadership experience, cultural fluency, and a deep belief in the transformative power of the arts. My most important contribution would be helping ensure that Dublin's cultural programs remain inclusive, accessible, and reflective of its full community. As a Muslim, Afghan American artist and educator, I bring an underrepresented voice to the conversation, specifically one that understands the nuances of both cultural preservation and contemporary expression. I aim to champion initiatives that invite all residents to feel seen, valued, and engaged through meaningful cultural programming.

Please list any current or recent membership in arts, culture or heritage organizations.

Currently, I work as the Artistic Producer of Golden Thread Productions, previously was Chair of the Artistic Planning Committee and a board member at Town Hall Theatre, where I help guide programming, equity efforts, and long-term strategy. I also work professionally as a casting director in Berkeley and regularly collaborate with Bay Area theatre companies as an artist and educator. In addition to the above roles I have latches my own theatre organization, TEAM Theatre based in Pleasanton and working directly in partnership with the City of San Ramon. TEAM theatre's mission is to educate and empower the next generation of collaborative storytellers.

These roles have allowed me to develop strong partnerships, oversee project execution, and engage deeply in the cultural sector—skills I would bring to the Heritage and Cultural Arts Commission with energy and purpose.

What experience do you have serving on advisory committees, task forces, boards, or commissions?

My most direct experience comes from my leadership role on the board of Town Hall Theatre, where I've chaired the Artistic Planning Committee. This work has involved building annual programming calendars, managing artistic budgets, coordinating with donors and partners, and developing community engagement strategies.

Serving in this capacity has taught me how to build consensus, listen to diverse perspectives, and align artistic vision with community needs and key competencies for a commission dedicated to public service and cultural stewardship.

Why are you interested in serving on the Heritage and Cultural Arts Commission?

I believe that cultural arts are not just programming—they are vital tools for civic connection, healing, and expression. I'm passionate about creating inclusive cultural spaces where all people, especially those from historically marginalized communities, can see their histories honored and their stories uplifted.

Serving on this Commission in the city I call home would be both a professional milestone and a personal privilege. I see this opportunity as a way to contribute my leadership in arts education, community-building, and multicultural engagement to the betterment of Dublin. As someone with deep ties to the MENA (Middle East and North Africa) diaspora and extensive experience in community-centered arts planning, I bring a perspective that reflects both heritage and innovation. I am excited to help bridge Dublin's historical past with its dynamic present, co-creating a cultural future that is rooted, resonant, and representative of all its people.



Heritage and Cultural Arts Commission

Application

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Date Time *

6/7/2025

First Name *

Chandra

Last Name *

Singh

Address *

Street Address

[REDACTED]

Address Line 2

City

dublin

State/Province/Region

ca

Postal/Zip Code

94568-1240

Country

ALAMEDA

Phone (Primary) *

[REDACTED]

Phone (Secondary)

[REDACTED]

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

four

Have you participated in Inside Dublin? *

☒ Yes

☐ No

If yes, what year?

2024

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions



What education, training or experience do you have in cultural arts or heritage?

none

List the artistic, cultural, and/or historic activities in which you have participated (particularly within the City of Dublin).

none

Dublin has a rich heritage that has been preserved through parks, facilities, and programs. Dublin's recent history comprises diverse growth and demographics. How do you bridge the pioneer era with the more recent growth that has shaped what Dublin is today?

a south asian dominated by Andhra Pradesh and Telangana south INDIA. culture. heritage. arts.
our community has percentage ?

Immigration , temporary three year work visa H1B young generation.
Communication

What knowledge do you have of public art and public art programs in Dublin?

our interests are of several countries. USA education 1970 - 1978 gave no option of learning NORTH AMERICAN.

What is the most important contribution you feel you can make as a member of the Heritage & Cultural Arts Commission?

MINORITY and their values

Please list any current or recent membership in arts, culture or heritage organizations.

none

What experience do you have serving on advisory committees, task forces, boards, or commissions?

ENTREPRENEUR , FOUNDER , PROFESSOR , RESEARCHER , DIRECTOR

Why are you interested in serving on the Heritage and Cultural Arts Commission?

INCREASING VARIETY



Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities.

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

11/15/2024

First Name *

Michael

Last Name *

Goldstein

Address *

Street Address

[REDACTED]

Address Line 2

What is the name of the first street you lived on?

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

37

Have you participated in Inside Dublin? *

☒ Yes

☐ No

If yes, what year?

2022

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

To help seniors have the best programs in the Tri Valley

In what organizations are you currently a member? Please list.

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

I think they are great, but there is lot more this for our seniors to do.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

I would like to start a senior volunteer program to help at the schools and the community.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

They to get more active in the community.



Senior Center Advisory Committee Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

5/28/2025

First Name *

Namrata

Last Name *

Berry

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

14

Have you participated in Inside Dublin? *

☒ Yes

☐ No

If yes, what year?

2024

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I'm interested in serving on the Senior Center Advisory Committee because I want to help support and improve the lives of seniors in our community. Through my volunteer work and leadership in Rotary, I've seen how important it is to create programs that keep seniors active, connected, and valued. I hope to bring a fresh perspective and contribute to making the Senior Center even more welcoming and effective.

In what organizations are you currently a member? Please list.

I am currently involved in the following organizations:

Rotary Club of Dublin (Past President)

Rotary District 5170 (Current Assistant Governor, Area 5)

Dublin High School PFSO

Police Chief Advisory Committee

Dublin Unified School District Citizens' Bond Oversight Committee (CBOC) Member

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered at the Dublin Senior Center is very positive. The Center provides a welcoming space where seniors can stay active, socialize, and engage in lifelong learning. From fitness classes to educational workshops and social events, the variety of offerings supports both physical and mental well-being. I appreciate the City's commitment to creating an inclusive environment for seniors, and I believe there's always room to grow and adapt as community needs evolve.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Yes my kids participated in dance classes there.

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

While the Dublin Senior Center already offers great programs, there are opportunities to expand in ways that further enrich seniors' lives. For example, intergenerational programs that connect seniors with youth—like storytelling sessions, tech help, or mentorship—could foster stronger community bonds. Mental health workshops, cultural celebration events, and more flexible evening or weekend activities could also help serve a wider range of seniors with different needs and schedules.

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Some of the most pressing issues facing senior adults in Dublin include social isolation, transportation challenges, and access to affordable healthcare and housing. As the senior population grows, it's important to ensure that programs support both physical and mental well-being. Many seniors may also face technology barriers, making it harder to access information or stay connected. Addressing these issues through community outreach, support services, and inclusive programming will be key to helping seniors stay active, healthy, and engaged.



Senior Center Advisory Committee Application

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To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

11/5/2024

First Name *

Regis

Last Name *

Harvey

Address *

Street Address

[REDACTED]

Address Line 2

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

USA

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

10

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I am interested in serving on the Senior Center Advisory Committee because I am deeply committed to supporting and enhancing the well-being of our senior community. My background as a Human Services Commissioner in Dublin and as a Resident Service Coordinator at SAHA

has given me firsthand experience in advocating for and meeting the needs of diverse populations, including seniors. I have a passion for creating accessible and inclusive environments where seniors feel supported, engaged, and connected.

I believe that my skills in community outreach, case management, and collaboration with local organizations make me well-suited to contribute meaningfully to the Committee's work. By serving on this Committee, I hope to ensure that our senior residents have access to vital resources, social opportunities, and programs that enhance their quality of life. Additionally, I am committed to listening to and addressing the needs of our seniors with compassion, drawing on my experience in developing and implementing community-based solutions.

In what organizations are you currently a member? Please list.

Diversity Inclusion Alliance, Diablo Black Men Group, Human Services Commission, Kappa Alpha Psi

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

My impression of the programs and services offered through the Dublin Senior Center is that they are thoughtfully designed to promote the physical, emotional, and social well-being of our senior community. The variety of activities—ranging from health and wellness classes to social events and educational workshops—demonstrates a genuine commitment to meeting the diverse needs and interests of seniors.

From what I've observed, the Senior Center does an excellent job of fostering a sense of community and inclusion, providing a welcoming space where seniors can connect, stay active, and continue learning. I'm particularly impressed by the emphasis on lifelong learning and the accessible opportunities for social engagement, which are essential in combatting isolation and enhancing overall quality of life.

Given my experience in community services and advocacy, I would love to build on these strengths and work collaboratively to identify any areas for further enhancement. My goal would be to ensure that all seniors, regardless of their background or needs, can fully benefit from the rich programs the Dublin Senior Center provides.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

Dublin Football (fighting Irish) award event and Asian Pacific Islander American Public Affairs (APAPA) ceremony event

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

- Multicultural events and activities
- Intergenerational collaboration events and activities

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

More affordable or free programs since a lot of seniors are on a fixed income.



Senior Center Advisory Committee Application

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[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

5/28/2025

First Name *

Shubha

Last Name *

Kandukoori

Address *

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

Dublin

State/Province/Region

CA

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

Phone (Secondary)

[REDACTED]

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

7

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

2024

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

N/A

In what organizations are you currently a member? Please list.

N/@

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

N/A

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

N/A

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

N/AN/A

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

N/A



Senior Center Advisory Committee

Application

The Senior Center Advisory Committee consists of five members who serve four-year staggered terms. This Committee makes recommendations related to the operation and maintenance of an effective and efficient Senior Center for the residents of Dublin.

[Senior Center Advisory Committee Bylaws and Rules of Procedure](#) govern the meetings and activities

To browse past Agendas and Minutes for the Commission, visit the [City's Online Records Portal](#).

Date Time *

5/30/2025

First Name *

Julia

Last Name *

Nam

Address *

Street Address

[REDACTED]

Address Line 2

[REDACTED]

City

Dublin

State/Province/Region

California

Postal/Zip Code

94568

Country

United States

Phone (Primary) *

[REDACTED]

Phone (Secondary)

E-mail *

[REDACTED]

How long have you been a resident of Dublin? *

0

Have you participated in Inside Dublin? *

☐ Yes

☒ No

If yes, what year?

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

☐ Yes

☒ No

Application Questions

Why are you interested in serving on the Senior Center Advisory Committee?

I am interested in serving on the Senior Center Advisory Committee in Dublin because of my long-standing commitment to community engagement and service, coupled with my experience interacting with diverse populations, including seniors.

Although I have lived in Dublin for a short time, I have been a resident of the Bay Area since 2018 and am very familiar with the community. I've been attending a church in Dublin since then, have many friends who live in the city, and have visited often over the years. These connections have given me a strong sense of belonging and understanding of the local needs and values.

My understanding of the pivotal role senior centers play in promoting well-being comes not only from volunteer experiences but also from personal life. My grandmother attends a senior center in South Korea on the weekdays, and I've seen how essential it has been to her physical and emotional health. It provides her with community, purpose, and joy, and that personal connection has given me deep respect for the impact these centers have.

In my previous volunteer roles, such as providing guidance to elderly individuals at Seoul Metro's Subway Station, I witnessed firsthand the positive impact of supportive services and community-driven programs. These experiences have deepened my appreciation for creating inclusive spaces where seniors feel welcomed and supported. Additionally, my leadership experiences, including serving as Administrative Assistant for the UC Berkeley Haas School of Business, have equipped me with strong organizational skills and the ability to collaborate effectively within committees.

Serving on the Senior Center Advisory Committee presents a meaningful opportunity to apply my background in community service and leadership to help enhance the programs, activities, and overall well-being of seniors in Dublin. I am particularly excited to contribute my perspectives to strengthen community outreach and ensure that the Senior Center continues to effectively meet the diverse needs of Dublin's senior residents.

In what organizations are you currently a member? Please list.

N/A

What is your impression of the programs and services offered for seniors through the Dublin Senior Center?

The Center's welcoming environment fosters a sense of belonging, encouraging seniors to participate in activities that promote physical health, mental stimulation, and social interaction. With its dedicated staff and volunteers, the Dublin Senior Center stands as a vital resource, ensuring that seniors have access to programs that support their independence and enrich their quality of life.

One area where additional focus could further fulfill the Center's mission is enhanced outreach to isolated or homebound seniors who may not currently participate in onsite programming. While the Dublin Senior Center offers a robust selection of in-person activities, expanding virtual programming or initiating home-visit wellness checks and telephone reassurance services could help engage a broader segment of the senior population, especially those facing mobility, transportation, or health-related barriers.

Additionally, increasing culturally inclusive programming could further enrich the center's offerings. Given the diversity of the Tri-Valley area, multilingual workshops, cultural celebrations, or language-specific wellness resources could help ensure every senior feels represented and welcomed.

In addition, I believe that a subscription would help alleviate any financial burdens off of the seniors from participating in the Trips & Tours program. Rather than paying \$75-\$219 fee each time for each trip, there should be a membership fee to cover the expenses so that the seniors can more willingly participate / not participate due to health concerns. Outdoor activity along with other people can definitely help enhance the senior's physical and mental ability, so encouraging participation in almost all the activities will be beneficial.

Finally, exploring more intergenerational opportunities, such as student-led tech help sessions or youth-led volunteer programs, could strengthen cross-generational connections and bring renewed energy into the center while offering seniors more support in navigating digital tools and platforms.

Have you or a family member participated in the programs, services, or events offered at the Dublin Senior Center?

N/A

Are there additional programs and services that should be offered through the Dublin Senior Center? Please describe.

In addition to implementing a subscription program, youth-led programs, and multicultural activities, I believe that implementing a free local shuttle for the seniors, if not all the residents of Dublin, would significantly improve accessibility for seniors who face transportation barriers. Dublin is a heavily car-dependent city with major highways nearby, and public transportation options may not always be convenient or accessible for those who are unable to drive. A dedicated shuttle would encourage greater participation in center programs and allow

seniors to explore the wider community more freely. Ultimately, such a service would help the Center truly fulfill its vision of being the "best meeting place for rewarding friendships intriguing activities and a lifestyle of possibilities "

What do you feel are some of the most pressing issues facing senior adults in the City of Dublin?

Senior adults in Dublin face several pressing challenges that impact their quality of life and ability to age with dignity and independence. By addressing the following issues, the Center will be able to enhance community engagement, policy changes, and the expansion of services tailored to seniors' needs.

1. Transportation and Mobility Barriers

As mentioned in the previous question, Dublin's car-dependent infrastructure, characterized by major highways and limited pedestrian-friendly areas, poses significant challenges for seniors, especially those who no longer drive. While services like Paratransit exist, they may not fully meet the needs of all seniors. Implementing a free local shuttle service could enhance accessibility, enabling seniors to attend programs at the Senior Center and participate more fully in community life.

2. Food Insecurity

Despite Dublin's overall affluence, food insecurity remains a concern among older adults. A recent report indicates that 25% of residents aged 60 and over received food stamps within one year. Language barriers and lack of awareness about available resources, such as CalFresh, further exacerbate the issue. Targeted outreach and education in multiple languages could help address this problem.

3. Social Isolation and Mental Health

Many seniors in the Tri-Valley area experience isolation, which can lead to depression and other mental health issues. Limited mobility, lack of transportation, and insufficient outreach contribute to this problem. Enhancing social programs and providing mental health support tailored to seniors' needs are essential steps toward mitigating isolation.

4. Access to Affordable Housing and In-Home Support

The high cost of living in Dublin makes it challenging for seniors on fixed incomes to find affordable housing. Additionally, there is a shortage of in home support services, which are vital for seniors wishing to age in place. Expanding affordable housing options and in home care services would significantly benefit the senior population.

5. Weather

Extreme heat events have increasingly impacted Dublin, posing significant challenges for senior residents. Recognizing these challenges, the City of Dublin has designated facilities like the Dublin Senior Center and Dublin Library as cooling centers, providing air-conditioned spaces for residents to seek relief during extreme heat events. However, for seniors without personal transportation, reaching these centers remains a hurdle. Implementing a free local shuttle service could significantly improve accessibility, enabling more seniors to benefit from these resources and reducing the risk of heat-related illnesses.



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Payment Issuance Report and Electronic Funds Transfer
Prepared by: Gloria Tai, Senior Finance Technician

EXECUTIVE SUMMARY:

The City Council will receive a listing of payments issued from June 1, 2025 – June 30, 2025, totaling \$8,726,432.28.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period:	June 1, 2025 – June 30, 2025
Total Number of Payments:	317
Total Amount of Payments:	\$8,726,432.28

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning June 1, 2025, through June 30, 2025. This report is provided in accordance with the City Payments Policy adopted November 15, 2011 by 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 June 2025

Print Date: 6/30/2025

Payments Dated 6/1/2025 through 6/30/2025

Page 1 of 7

Date Issued	Payee	Description	Amount
6/2/2025	4LEAF INC.	DEVELOPMENT AND PERMITS PLAN REVIEW FEB 2025	2,040.00
6/2/2025	ASHLEY REYNOLDS & BRIAN REYNOLDS	DEVELOPER DEPOSIT (DV0412) BALANCE REFUND	2,544.98
6/2/2025	AT&T	CIVIC- 1G INT/VOICE 5/7-6/6/25	2,168.72
6/2/2025	AT&T	PSC- 600M INTERNET/VOICE 5/7-6/6/25	1,680.03
6/2/2025	CINTAS CORPORATION NO.2	FIRST AID RESTOCK - MAY 2025	122.98
6/2/2025	COMCAST	COMCAST TV - AV ROOM 5/18-6/17/25	124.70
6/2/2025	CONVERGEONE, INC.	AMBROSE HALL AV UPGRADE EQUIPMENT-MAINTENANCE	477.57
6/2/2025	CONVERGEONE, INC.	AV COMPONENTS PSC - 2SP DRAWER	1,622.89
6/2/2025	CREATIVE PRINT SOLUTIONS	CRIME PREVENTION - GIVEAWAYS	924.27
6/2/2025	DC ELECTRIC GROUP INC.	FALLON SPORTS PARK ELECTRICAL REPAIRS APR 2025	4,941.16
6/2/2025	ENGEO INC	FALLON CROSSING GHAD - CONSULTING STAFF SERVICE MAR 2025	6,804.28
6/2/2025	ENGEO INC	FALLON CROSSING GHAD - CONSULTING STAFF SERVICE APR 2025	3,896.03
6/2/2025	ENGEO INC	FALLON VILLAGE GHAD - CONSULTING STAFF SERVICE MAR 2025	4,633.50
6/2/2025	ENGEO INC	FALLON VILLAGE GHAD - CONSULTING STAFF SERVICE APR 2025	7,468.80
6/2/2025	ENGEO INC	SCHAEFER RANCH GHAD - CONSULTING STAFF SERVICE MAR 2025	4,087.50
6/2/2025	ENGEO INC	SCHAEFER RANCH GHAD - CONSULTING STAFF SERVICE APR 2025	3,830.27
6/2/2025	EOA, INC.	STORMWATER PLAN REVIEW MAR 2025	646.75
6/2/2025	EOA, INC.	STORMWATER PLAN REVIEW FEB 2025	8,104.50
6/2/2025	EOA, INC.	STORMWATER PLAN REVIEW JAN 2025	10,934.75
6/2/2025	EUROPEAN MOBILEWERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	431.38
6/2/2025	FBD VANGUARD CONSTRUCTION	SAFE ROUTES TO SCHOOL CONSTRUCTION PP #3	178,254.67
6/2/2025	JAY S. SIEGAN	SUMMER CONCERTS	4,000.00
6/2/2025	JENNIFER B. HUBER	UTILITY BOX ARTIST	2,000.00
6/2/2025	KIMLEY-HORN AND ASSOC. INC.	DOWNTOWN PUBLIC ART PRE-DESIGN	1,260.00
6/2/2025	LANLOGIC INC.	CORPYARD - MATERIALS FOR BURGLAR ALARM AND ACCESS	1,473.67
6/2/2025	LIVERMORE-PLEASANTON UMPIRES ASSOCIATION	SPORTS OFFICIATING SERVICES MAY 2025	1,690.00
6/2/2025	LSA ASSOCIATES INC.	SCHAEFER RANCH GHAD-BIOLOGICA LMONITOR SVCS APR 2025	1,137.40
6/2/2025	PG&E	6196 HORIZON PKWY M DONBIDDLE 05/13/2025	1,355.81
6/2/2025	PG&E	STAGECOACH PARK 05/13/2025	64.52
6/2/2025	PG&E	DON BIDDLE COMMUNITY PARK 05/13/2025	275.80
6/2/2025	PG&E	6020 DUBLIN BLVD 1010865440 05/12/2025	102.55
6/2/2025	PG&E	STREETLIGHTS-CITYWIDE 1983-1 05/13/2025	20,900.58
6/2/2025	PG&E	FALLON SPORTS PARK 05/04/2025	6,723.79
6/2/2025	PG&E	EMERALD GLEN PARK 05/06/2025	5,448.24
6/2/2025	PG&E	BRAY COMMONS 05/08/2025	109.62
6/2/2025	PG&E	LANDSCAPING 05/05/2025	880.74
6/2/2025	PG&E	DOLAN PARK 05/08/2025	155.21
6/2/2025	PG&E	TRAFFIC SIGNALS 05/07/2025	1,140.19
6/2/2025	PG&E	LS2-A SERVICE TO ARN & MART 05/13/2025	101.37
6/2/2025	PG&E	LS2-A SERVICE TO CENTRAL 05/13/2025	4.76
6/2/2025	PG&E	SENIOR CENTER 05/08/2025	13,147.95
6/2/2025	PG&E	FIRE STATION 18 05/08/2025	287.44
6/2/2025	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS SHANNON CENTER	346.80
6/2/2025	PLEASANTON VIP SENIOR CLUB	SENIOR CENTER TRIPS & TOURS PROGRAM SAFARI WEST	870.00
6/2/2025	PMG LIVERMORE, LLC	TWO HARLEY DAVIDSON MOTORCYCLE	62,283.33
6/2/2025	PRASAD VUTUKURU	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND	500.00
6/2/2025	QUENCH USA, INC.	WATER SERVICES D073045 JUN-JUL 2025	634.15
6/2/2025	RETIREE MEDICAL	RETIREE MEDICAL JUL-SEP 2025	4,314.30
6/2/2025	SELECT IMAGING	CMO DAIS PLATE	42.70
6/2/2025	SUAREZ & MUNOZ CONSTRUCTION	FOREST PARK - CONSTRUCTION MAR 2025	73,847.06
6/2/2025	TETRA TECH, INC.	FUNCTIONAL EOC EXERCISE PROJECT	16,751.10
6/2/2025	TREASURER ALAMEDA COUNTY	FY2025 POLICE SERVICES JAN-MAR 2025	4,071,677.49
6/2/2025	TRI-SIGNAL INTEGRATION INC	LIBRARY PANEL SERVICE CALL - MAY 2025	708.86
6/2/2025	TRI-SIGNAL INTEGRATION INC	LIBRARY DUCT DETECTOR SERVICE MAY 2025	700.00
6/2/2025	TRI-SIGNAL INTEGRATION INC	ANNUAL FIRE & SPRINKLER INSPECTION - CIVIC MAY 2025	1,950.00
6/2/2025	TRI-SIGNAL INTEGRATION INC	ANNUAL FIRE & SPRINKLER INSPECTION - PSC MAY 2025	1,300.00
6/2/2025	YOUNG AMERICAN PATRIOTS FIFE AND DRUM CORPS	BAND PERFORMANCE AT ARMY CELEBRATION	800.00
Payments Issued 6/2/2025 Total:			4,544,725.16
6/4/2025	DSRSD	BILLING PERIOD: 03/16/25 - 05/15/25	23,269.28
Payments Issued 6/4/2025 Total:			23,269.28
6/5/2025	CAL PERS	PERS RETIREMENT PLAN: PE 5/30/25	100,056.90
6/5/2025	CAL PERS HEALTH PREMIUM	HEALTH INSURANCE PREMIUM - JUN 2025	189,432.09
6/5/2025	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING PE 05/30/2025	76,214.14
Payments Issued 6/5/2025 Total:			365,703.13
6/6/2025	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING PE 05/30/2025	23,131.44
6/6/2025	HEALTH EQUITY, INC.	HEALTH EQUITY: PE 05/30/2025	3,945.68
6/6/2025	I C M A 401 PLAN	DEFERRED COMP 401: PE 05/30/2025	1,530.56
6/6/2025	I C M A 457 PLAN	DEFERRED COMP 457: PE 05/30/2025	34,008.05
6/6/2025	US BANK - PARS	PARS: PE 05/30/2025	5,399.37
Payments Issued 6/6/2025 Total:			68,015.10
6/9/2025	7400 AMADOR LLC	OUTDOOR OPERATIONS GRANT PROGRAM	50,000.00
6/9/2025	ALAMEDA CO SHERIFF'S OFFICE	DPS FI CARDS & DV PAMPHLETS	425.72
6/9/2025	ALAMEDA CO SHERIFF'S OFFICE	DPS OT CARDS	137.31
6/9/2025	ALAMEDA CO SHERIFF'S OFFICE	DPS BUSINESS CARDS	32.46
6/9/2025	ALEXIS SMITH	CONFERENCE REIMBURSEMENT - SVBAO	287.98

City of Dublin
Payment Issuance Report

Print Date: 6/30/2025

Payments Dated 6/1/2025 through 6/30/2025

Page 2 of 7

6/9/2025 ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES MAY 2025	22,130.71
6/9/2025 AMY'S ENGRAVED SIGNS & AWARDS	OFFICE NAME PLATE FOR CITY CLERK'S OFFICE	30.70
6/9/2025 AVANTPAGE INC	TRANSLATING, EDITING & PROOFREADING SVCS	240.00
6/9/2025 BADAWI & ASSOCIATES	FINANCIAL AUDIT SERVICES PP#1 FY24-25	23,825.25
6/9/2025 BAY AREA NEWS GROUP EAST BAY	ADVERTISING FOR ST. PATRICKS FESTIVAL	800.25
6/9/2025 BEST VERSION MEDIA, LLC	ADVERTISING FOR ST. PATRICKS FESTIVAL	408.30
6/9/2025 BIG O TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	769.69
6/9/2025 BKF ENGINEERS	TRASH CAPTURE DEVICES DESIGN SERVICES MAR 2025	14,045.00
6/9/2025 BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES MAY 2025	1,124.83
6/9/2025 BRADYN MICHAEL EUGENE SHAW	HUMAN SERVICES COMMISSION 05/29/2025	50.00
6/9/2025 BRINKS, INC.	ARMORED CAR SERVICE JUN 2025	371.81
6/9/2025 CALLANDER ASSOCIATES INC.	MAPE MEMORIAL PARK PATHWAY RELO, MAR 2025	4,001.33
6/9/2025 CARBONIC SERVICE	POOL CHEMICAL FOR PH BALANCE	796.96
6/9/2025 CDW GOVERNMENT INC	NETWORK SWITCH - CISCO MERAKI CATALYST 9300X-48 PORTS	22,017.56
6/9/2025 CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES MAY 2025	14,794.46
6/9/2025 CONSOR NORTH AMERICA, INC.	KOOPMAN CANYON CREEK CHANNEL AND BANK REPAIR MAR 2025	5,834.75
6/9/2025 CONVERGEONE, INC.	AMBROSE HALL AV UPGRADE EQUIPMENT G10421	5,463.89
6/9/2025 CONVERGEONE, INC.	AV COMPONENTS FOR PUBLIC SAFETY COMPLEX	188.64
6/9/2025 CONVERGEONE, INC.	ANNUAL CISCO COLLABORATION TOOLS RENEWAL - 7/1/25-6/30/26	22,328.40
6/9/2025 CSW/STUBER-STROEH ENGINEERING GROUP, INC.	GREEN STORMWATER INFRASTRUCTURE ENG SVCS FEB 2025	864.00
6/9/2025 CSW/STUBER-STROEH ENGINEERING GROUP, INC.	KOOPMAN CANYON CREEK AT FENWICK CT-CIVIC ENGINEER SVCS FEB 2025	271.00
6/9/2025 CSW/STUBER-STROEH ENGINEERING GROUP, INC.	MARTIN CANYON CREEK AT SILVERGATE-DESIGN SVCS OCT 2024	11,044.50
6/9/2025 CSW/STUBER-STROEH ENGINEERING GROUP, INC.	MARTIN CANYON CREEK AT SILVERGATE-DESIGN SVCS MAR 2025	271.00
6/9/2025 CSW/STUBER-STROEH ENGINEERING GROUP, INC.	VILLAGE PKWY RECONSTRUCTION - DESIGN SVCS FEB 2025	54,145.22
6/9/2025 CSW/STUBER-STROEH ENGINEERING GROUP, INC.	STORMWATER BUSINESS INSPECTIONS NOV 2024	8,263.50
6/9/2025 DEPT OF INDUSTRIAL RELATIONS	OSHA FEES FOR INSPECTIONS	292.50
6/9/2025 EAST BAY POOL SERVICE, INC.	POOL MAINTENANCE MAY 2025	11,878.20
6/9/2025 ECOLAB, INC.	SUPPLIES FOR SENIOR CENTER	930.38
6/9/2025 ENTERPRISE RENT A CAR EAN SERVICES, LLC	RENTAL CARS FOR DPS SIU	2,454.56
6/9/2025 FASTSIGNS	THE WAVE MENU SIGNS PRINTING	696.83
6/9/2025 FELICIA ESCOVER	CONFERENCE REIMBURSEMENT - CALED	130.79
6/9/2025 GANNETT FLEMING, INC.	GREEN STORMWATER ON CALL CM AND INSPECTION SERVICE MAR 2025	30,416.98
6/9/2025 GANNETT FLEMING, INC.	IRON HORSE NATURE PARK AND OPENSOURCE PHASE 1 MAR 2025	30,416.98
6/9/2025 GUANGHUI HAN	PLANNING COMMISSION 05/27/2025	50.00
6/9/2025 HALO BRANDED SOLUTIONS	CRIME PREVENTION - GIVEAWAYS	1,199.67
6/9/2025 HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - WAVE SUMMER OPENING	600.00
6/9/2025 HINDERLITER, DE LLAMAS & ASSOC	SALES TAX SERVICES APR-JUN 2025	5,882.34
6/9/2025 JAISENA PRASATH JEYAKEERTHI RAJOO	PLANNING COMMISSION 05/27/2025	50.00
6/9/2025 JOY LIU	PHOTOGRAPHY SERVICES - WAVE SUMMER OPENING	265.00
6/9/2025 LANLOGIC INC.	THE WAVE-FIBER CAT6 CAMERA CABLING	9,213.04
6/9/2025 MACLEOD WATTS INC.	ACTUARIAL CONSULTING SERVICES FY24-25	4,050.00
6/9/2025 MATTHEW AINI	PLANNING COMMISSION 05/27/2025	50.00
6/9/2025 M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5 APR 2025	525.00
6/9/2025 MICHAEL BAKER INT'L, INC.	AFFORDABLE HOUSING PROG MONITORING ASSIST MAY 2025	8,085.00
6/9/2025 MINUTEMAN PRESS	ACLA - LEADERSHIP CARDS	47.03
6/9/2025 MINUTEMAN PRESS	ACLA - LEADERSHIP BOOKLETS	224.98
6/9/2025 NAVEENA TUKARAM RUHRAPADA	HUMAN SERVICES COMMISSION 05/29/2025	50.00
6/9/2025 PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT MAPE MEMORIAL PARK PATHWAY RELO APR 2025	1,597.50
6/9/2025 PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT MAPE MEMORIAL PARK PATHWAY RELO MAR 2025	6,465.00
6/9/2025 PIERRE GALANG	DJ SERVICES FOR SMALL BUSINESS NIGHT	1,000.00
6/9/2025 REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	759.36
6/9/2025 SCP DISTRIBUTORS LLC	WATERPARK SUPPLIES	494.67
6/9/2025 SHUTE, MIHALY & WEINBERGER LLP	LEGAL SVCS FOR RIGHT-OF-WAY & REAL PROPERTY ACQUISITION FEB 2025	99.40
6/9/2025 SIMPLER SYSTEMS, INC	SOFTWARE LICENSING SUPPORT	1,500.00
6/9/2025 SRINIVAS S BADAMI	PLANNING COMMISSION 05/27/2025	50.00
6/9/2025 SURESH PULI	PLANNING COMMISSION 05/27/2025	50.00
6/9/2025 SWRCB	2025-2026 ANNUAL PERMIT FEES IRON HORSE NATURE PARK	565.00
6/9/2025 TARALYN TORRES	MILEAGE REIMBURSEMENT MAY 2025	51.80
6/9/2025 T-MOBILE USA, INC.	PIO & PW CELL PHONE THROUGH 5/20/25	577.92
6/9/2025 T-MOBILE USA, INC.	CELL PHONE SERVICES THROUGH 05/20/25	634.64
6/9/2025 TOWNSEND PUBLIC AFFAIRS, INC	GRANT STRATEGY AND WRITING SERVICES JUN 2025	5,000.00
6/9/2025 TREASURER ALAMEDA COUNTY	FY24-25 CAL-ID REMOTE ACCESS NETWORK	35,457.00
6/9/2025 U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT MAY 2025	62,351.24
6/9/2025 UNIVAR SOLUTIONS	SODIUM HYPOCHLORITE POOL CHEMICAL	2,456.93
6/9/2025 WAHIDA I. RASHID	PLANNING COMMISSION 05/27/2025	50.00
6/9/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - IRON HORSE NATURE PARK APR 2025	939.34
6/9/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - GREEN STORMWATER INFRASTRUCTURE MAR 2025	634.49
6/9/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - GREEN STORMWATER INFRASTRUCTURE APR 2025	513.19
6/9/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - IRON HORSE NATURE PARK MAR 2025	631.47
Payments Issued 6/9/2025 Total:		494,353.45
6/16/2025 4LEAF INC.	BUILDING INSPECTION AND PLAN REVIEW - MAY 2025	75,336.00
6/16/2025 A4 PROMOTIONS & INCENTIVES	ARMY BIRTHDAY CORRUGATED SIGNS	352.00
6/16/2025 A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS FOR PCS	218.00
6/16/2025 A4 PROMOTIONS & INCENTIVES	WAVE CARDS	91.42
6/16/2025 ADAM JONATHAN LUMIA	HUMAN SERVICES COMMISSION 05/29/2025	50.00
6/16/2025 ADITYA T. BABU CLUB V.I.P. VOLLEYBALL	CONTRACT INSTRUCTOR SERVICES	2,592.00
6/16/2025 ADVANCED INTEGRATED PEST MANAGEMENT	PEST MANAGEMENT MAY 2025	6,428.80
6/16/2025 AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	35,445.40
6/16/2025 ALAMEDA COUNTY INFO TECH DEPT	AERIAL IMAGERY USE AGREEMENT	4,368.00
6/16/2025 AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS MAY 2025	32,883.76

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6/16/2025 ANCHOR ENGINEERING, INC.	INSPECTION SERVICES - DEV AND PERMITS APR 2025	500.00
6/16/2025 ANTHONY VASQUEZ	PERFORMANCE FOR ARMY 250TH BIRTHDAY	1,500.00
6/16/2025 ARROW SIGN COMPANY	MEDIAN MARKER SAN RAMON X DUBLIN TRAFFIC CTRL MAY 2025	250.00
6/16/2025 AT&T - CALNET 3	SERVICE TO FS2-3 05/26/2025	355.00
6/16/2025 AT&T - CALNET 3	SERVICE TO SHANNON FAX 05/27/2025	31.58
6/16/2025 AT&T - CALNET 3	SERVICE TO FS16 05/27/2025	61.61
6/16/2025 AT&T - CALNET 3	SERVICE TO CIVIC 05/27/2025	31.58
6/16/2025 AT&T - CALNET 3	CLARK AVE 05/27/2025	31.58
6/16/2025 AT&T - CALNET 3	ASE CIRCUITS TO 5/31/25	2,335.13
6/16/2025 BALJEET SINGH SANGHA	HUMAN SERVICES COMMISSION 05/29/2025	50.00
6/16/2025 BAY AREA JUMP	INFLATABLE'S FOR ARMY 250TH BDAY CELEBRATION	4,382.50
6/16/2025 CALEHS ATTN: JOE MOULTON	INSPECTION CIVIC CENTER GENERATOR APR-MAY 2025	600.00
6/16/2025 CARBONIC SERVICE	POOL CHEMICAL FOR PH BALANCE	735.26
6/16/2025 CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	1,950.00
6/16/2025 CDW GOVERNMENT INC	WAVE WIFI EXPANSION - CISCO MERAKI MR76 - WAP - WI-FI6	780.63
6/16/2025 CDW GOVERNMENT INC	WAVE WIFI EXPANSION - CISCO MERAKI MR76	6,101.34
6/16/2025 CDW GOVERNMENT INC	NETWORK SECURITY -SONICWALL NSA 4700 AND TS570 PROTECTION	6,954.79
6/16/2025 CIVICA LAW GROUP APC	SPECIAL COUNSEL LEGAL SERV. -CODE ENFORCEMENT MAY 2025	25,987.56
6/16/2025 CODE PUBLISHING, LLC	MUNI CODE UPDATES	47.00
6/16/2025 COMCAST	CVC 500M COMCASTX2 INTERNET 5/1-5/31/25	3,975.32
6/16/2025 CONSOR NORTH AMERICA, INC.	DEVELOPMENT MAP REVIEW APR 2025	2,132.00
6/16/2025 CONVERGEONE, INC.	PD INTERCOM PROFESSIONAL SERVICES	1,314.00
6/16/2025 DENALECT ALARM COMPANY	QUARTERLY ALARM CHARGE F/S 18 JUN 2025	363.00
6/16/2025 DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE MAY 2025	538.40
6/16/2025 DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM GAS AND ELECTRIC MAR 2025	844.48
6/16/2025 DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM GAS AND ELECTRIC APR 2025	487.11
6/16/2025 DUBLIN UNIFIED SCHOOL DISTRICT	STAGER GYM WATER APRIL - MAY 2025	899.18
6/16/2025 ENLIGHTENED EDUTAINMENT LLC	SUMMER CAMPS SWIM BRAYV ACTIVITIES AT THE WAVE	1,250.00
6/16/2025 EUROPEAN MOBILE WORKS	POLICE VEHICLE MAINTENANCE & REPAIRS	1,507.48
6/16/2025 EVERPRO KIDS	INSTRUCTOR AGREEMENT SERVICES	1,122.00
6/16/2025 EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - JUN 2025	250.36
6/16/2025 HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - FAMILY CAMPOUT JORDAN RANCH	600.00
6/16/2025 HF&H CONSULTANTS, LLC	SOLID WASTE FRANCHISE SUPPORT MAR 2025	8,577.50
6/16/2025 IRON MOUNTAIN	FINANCE RECORDS STORAGE JUN 2025	364.59
6/16/2025 JAIN ARCHANA	HERITAGE AND CULTURAL ARTS COMMISSION 6/12/25	50.00
6/16/2025 KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	4,060.80
6/16/2025 KINDERMUSIK W/ MS LINDSAY & FRIENDS, INC.	REC CLASS INSTRUCTOR	1,440.00
6/16/2025 LANDSEA HOMES	OVERPAYMENT REFUND	40,998.00
6/16/2025 LANLOGIC INC.	CISCO WEB DNS PROTECTION UMBRELLA	1,050.00
6/16/2025 LANLOGIC INC.	PSC ACCESS POINT REPLACEMENT	250.83
6/16/2025 LANLOGIC INC.	THE WAVE ACCESS CONTROL CABLING/INSTALLATION	13,648.87
6/16/2025 LANLOGIC INC.	ON DEMAND TROUBLESHOOT PD INTERCOM READER	465.00
6/16/2025 LANLOGIC INC.	THE WAVE CAMERA CABLING	4,885.05
6/16/2025 LANLOGIC INC.	THE WAVE POOL STORAGE / SNACKBAR CABLING	358.31
6/16/2025 LYNX TECHNOLOGIES, INC.	GIS CONSULTING SERVICES MAY 2025	3,300.00
6/16/2025 MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	1,488.00
6/16/2025 MATRIX CONSULTING GROUP, LTD	FIRE SERVICES STUDY JAN-MAY 2025	7,100.00
6/16/2025 M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5 MAY 2025	743.75
6/16/2025 PG&E	POLICE SERVICES 05/12/2025	2,513.64
6/16/2025 PG&E	EAST DUBLIN SLD 1999-1 05/13/2025	14,590.20
6/16/2025 PG&E	PUBLIC SAFETY COMPLEX 05/13/2025	932.26
6/16/2025 PG&E	DOUGHERTY LMD 1986-1 03/31/2025	206.44
6/16/2025 PG&E	DOUGHERTY LMD 1986-1 04/9/2025	342.92
6/16/2025 PG&E	TED FAIRFIELD PARK 05/07/2025	41.10
6/16/2025 PRISCILLA A BARTON	REC CLASS INSTRUCTOR	888.00
6/16/2025 REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES	247.36
6/16/2025 RON HSI TRI-VALLEY AIKIDO	REC CLASS INSTRUCTOR	48.00
6/16/2025 ROSE HUNT	HUMAN SERVICES COMMISSION 05/29/2025	50.00
6/16/2025 SANTINO BELLA	FIELD RENTAL SECURITY DEPOSIT REFUND	250.00
6/16/2025 SCA OF CA LLC	STREET SWEEPING SERVICES MAY 2025	23,536.43
6/16/2025 SELECT IMAGING	WARNING SIGNS FOR FIREWORKS BOOTHS	218.13
6/16/2025 SELECT IMAGING	PCS BUSINESS CARDS	77.18
6/16/2025 SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	USAGE CHARGE FOR 1/16/25 TO 2/15/2025	2,316.12
6/16/2025 SHWETA AGRAWAL	HERITAGE AND CULTURAL ARTS COMMISSION 6/12/25	50.00
6/16/2025 SIERRA DISPLAY, INC.	MILITARY BANNERS	715.57
6/16/2025 SWANK MOTION PICTURES INC	MOVIE RENTALS FOR PICNIC FLIX	4,750.00
6/16/2025 THE ECOHERO SHOW, LLC.	SCHOOL ASSEMBLIES APR 2025	1,950.00
6/16/2025 THE SOURCING GROUP, LLC	PCS APPAREL PURCHASING FY 2024-25	1,952.64
6/16/2025 TIMEA IHAROSI	HERITAGE AND CULTURAL ARTS COMMISSION 6/12/25	50.00
6/16/2025 TREASURER ALAMEDA COUNTY GENERAL SERVICES AGENCY	FUEL APR 2025	19,072.18
6/16/2025 TREASURER ALAMEDA COUNTY PW AGENCY-FISCAL DIVISION	TRAFFIC SIGNAL AND STREETLIGHT MAINT SVCS MAR 2025	40,593.96
6/16/2025 TRI-VALLEY COMMUNITY TV	RECORD/TELEVISION CITY COUNCIL & PLANNING COMM MTGS MAY 2025	1,122.25
6/16/2025 TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES JUN 2025	24,691.48
6/16/2025 UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING CIVIC MAY 2025	2,778.96
6/16/2025 UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING LIBRARY MAY 2025	2,749.42
6/16/2025 UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING SENIOR MAY 2025	741.78
6/16/2025 UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING SHANNON MAY 2025	1,281.58
6/16/2025 UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING HERITAGE MAY 2025	100.94
6/16/2025 UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW & CARPET CLEANING WAVE MAY 2025	2,554.94
6/16/2025 UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WAVE UPHOLSTERY CHAIR CLEANING MAY 2025	270.00
6/16/2025 VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	1,216.80

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6/16/2025 WATERCO OF THE CENTRAL STATES	CULLIGAN WATER SOFTENER FIRE STATION 16 JUN 2025	199.90
6/16/2025 WATERCO OF THE CENTRAL STATES	CULLIGAN WATER SOFTENER FIRE STATION 17 JUN 2025	222.60
6/16/2025 WATERCO OF THE CENTRAL STATES	CULLIGAN WATER SOFTENER FIRE STATION 18 JUN 2025	167.30
6/16/2025 WC3-WEST COAST CODE CONSULTANT	PLAN REVIEW - MAY 2025	11,663.00
6/16/2025 WEE HOOP, INC.	REC CLASS INSTRUCTOR	993.60
6/16/2025 WHITE CAP, L.P.	SPRAY CHALK MARKING MAY 2025	66.75
6/16/2025 WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	6,617.40
6/16/2025 XIAOQIN LIU	HERITAGE AND CULTURAL ARTS COMMISSION 6/12/25	50.00
Payments issued 6/16/2025 Total:		487,395.80
6/20/2025 CAL PERS	PERS RETIREMENT PLAN: PE 6/13/25 & JUNE COUNCIL	105,292.50
6/20/2025 INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 6/13/25 & JUNE COUNCIL	86,173.32
Payments issued 6/20/2025 Total:		191,465.82
6/23/2025 EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 6/13/25 & JUNE COUNCIL	25,957.81
6/23/2025 HEALTHEQUITY, INC.	HEALTHEQUITY: PE 06/13/2025	4,711.07
6/23/2025 I C M A 401 PLAN	DEFERRED COMP 401: PE 06/13/2025	1,267.18
6/23/2025 I C M A 457 PLAN	DEFERRED COMP 457: PE 6/13/25 & JUNE COUNCIL	37,496.43
6/23/2025 US BANK - PARS	PARS: PE 06/13/2025	8,164.31
Payments issued 6/23/2025 Total:		77,596.80
6/25/2025 A S DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS JAN 2025	1,128.75
6/25/2025 A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS FOR CITY CLERK	60.08
6/25/2025 ADAMSON POLICE PRODUCTS	ADMIN UNIFORM SHIRTS	428.00
6/25/2025 ADAMSON POLICE PRODUCTS	EXPLORER PROGRAM SUPPLIES	1,916.73
6/25/2025 ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES MAY 2025	14,976.36
6/25/2025 ALMETEK INDUSTRIES INC	STORM DRAIN MEDALLION ALAMEDA CREEK WATERSHED APR 2025	2,332.09
6/25/2025 AMY'S ENGRAVED SIGNS & AWARDS	NAME PLATES FOR COUNCIL CHAMBER	103.08
6/25/2025 AVI-SPL LLC	FALLON PARK AV EQUIPMENT	10,409.83
6/25/2025 AVI-SPL LLC	CPY-AV UPGRADES- EOC EQUIPMENT	44,652.94
6/25/2025 BAY ALARM COMPANY	ALARM SERVICES HERITAGE KOLB HOUSE JUN 2025	252.12
6/25/2025 BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES - MAY 2025	1,437.54
6/25/2025 BKF ENGINEERS	TASSAJARA RD GAP CLOSURE PROJECT MAR 2025	375.00
6/25/2025 BSK ASSOCIATES INC.	WALLIS RANCH GEOTECH SRVS FOR SOIL CLASSIFICATION MAY 2025	973.75
6/25/2025 BSK ASSOCIATES INC.	JORDAN RANCH SQUARE GEOTECH SRVS MAY 2025	2,327.75
6/25/2025 CALLANDER ASSOCIATES INC.	WALLIS RANCH COMM. PARK CONSTRUCTION MGMT APR 2024	1,744.09
6/25/2025 CDW GOVERNMENT INC	BRAY ROOM - MID ATLANTIC WALL RACK	1,531.78
6/25/2025 CDW GOVERNMENT INC	BRAY ROOM - REPLACEMENT SONY BRAVIA 85" TV	1,973.75
6/25/2025 CHRISTINE PETIT	REC CLASS INSTRUCTOR	270.00
6/25/2025 CINTAS CORPORATION NO.2	FIRST AID RESTOCK - JUN 2025	107.09
6/25/2025 CONSOR NORTH AMERICA, INC.	BRIDGE INSPECTION - PHASE 4 APR 2025	191.00
6/25/2025 CORODATA SHREDDING, INC.	SHRED BIN PICKUP MAY 2025	438.09
6/25/2025 CREATION NETWORKS, INC	DAC AV EQUIPMENT	78,184.85
6/25/2025 DARREN PHILLIPS	HERITAGE AND CULTURAL ARTS COMMISSION 6/12/25	50.00
6/25/2025 DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	MAY 2025 LIVESCAN FEES	576.00
6/25/2025 DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	APR 2025 LIVE SCAN FEES	224.00
6/25/2025 ENGE0 INC	FALLON VILLAGE GHAD-CONSULTING STAFF SVC MAY 2025	10,727.16
6/25/2025 ENGE0 INC	FALLON CROSSING GHAD-CONSULTING STAFF SVC MAY 2025	8,708.61
6/25/2025 ENGE0 INC	SCHAEFER RANCH GHAD- CONSULTING STAFF SVC MAY 2025	13,738.89
6/25/2025 ENTERPRISE RENT A CAR EAN SERVICES, LLC	RENTAL CARS FOR DPS SIU - TOLL PAYMENT	5.45
6/25/2025 GANNETT FLEMING, INC.	TO 4 - 2023 SLURRY SEAL MAY 2025	502.76
6/25/2025 GANNETT FLEMING, INC.	CM/PM/INSPECTION FOR STREET RESURFACING PROJECT FEB 2025	4,369.62
6/25/2025 GANNETT FLEMING, INC.	CM/PM SERVICES FOR WALLIS RANCH PARK APR 2025	12,317.62
6/25/2025 GANNETT FLEMING, INC.	GREEN STORMWATER ON CALL CM AND INSPECTION SERVICE APR 2025	7,792.78
6/25/2025 GANNETT FLEMING, INC.	IRON HORSE NATURE PARK AND OPEN SPACE PHASE1 APR 2025	22,493.62
6/25/2025 GINA MARIE GARCIA-GABRIELL	HERITAGE AND CULTURAL ARTS COMMISSION 6/12/25	50.00
6/25/2025 GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.	WORKSPACE PLANNING STUDY MAR 2025	1,770.40
6/25/2025 HEALTHEQUITY, INC.	HEALTHCARE/COMMUTER BENEFIT APR/MAY 2025	617.00
6/25/2025 HEALTHEQUITY, INC.	HEALTHCARE/COMMUTER BENEFIT MAY/JUN 2025	617.00
6/25/2025 JASON XING	DEVELOPER DEPOSIT (DV0367) BALANCE REFUND	163.38
6/25/2025 JULIA H. TOMTANIA	HERITAGE AND CULTURAL ARTS COMMISSION 6/12/25	50.00
6/25/2025 K.HOVNANIAN HOMES	DEVELOPER DEPOSIT (DV0024) BALANCE REFUND	4,576.81
6/25/2025 K.HOVNANIAN HOMES	DEVELOPER DEPOSIT (DV0051) BALANCE REFUND	2,648.67
6/25/2025 KIMLEY-HORN AND ASSOC. INC.	DESIGN SERVICES - SLIDES REPAIR MAR 2025	14,833.75
6/25/2025 MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	1,674.00
6/25/2025 NEW PIG CORPORATION	SPILL RESPONSE SUPPLIES FOR ENVIRONMENTAL SERV.	7,308.88
6/25/2025 NICHOLS CONSULTING ENGINEERS, CHTD	ADDITIONAL DESIGN CONSTRUCTION SUPPORT SVCS MAR 2025	7,920.00
6/25/2025 NICHOLS CONSULTING ENGINEERS, CHTD	ANNUAL STREET RESURFACING DESIGN SERV APR 2025	88,199.78
6/25/2025 PG&E	ENGINEERING FEE - CENTRAL PRKWY/HIBERNIA	3,500.00
6/25/2025 PLAN JPA	GENERAL LIABILITY CLAIMS - APR 2025 CLAIMS	464.50
6/25/2025 PUJAN MALAVIA	FACILITY RENTAL SECURITY DEPOSIT REFUND	750.00
6/25/2025 QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR CIVIC MAY 2025	285.05
6/25/2025 RAYNE OF SAN JOSE	REVERSE OSMOSIS WATER SOFTENER SERV FS16 JUN 2025	37.00
6/25/2025 RAYNE OF SAN JOSE	REVERSE OSMOSIS WATER SOFTENER SERV FS17 JUN 2025	37.00
6/25/2025 RAYNE OF SAN JOSE	REVERSE OSMOSIS WATER SOFTENER SERV FS18 JUN 2025	37.00
6/25/2025 RENNE PUBLIC LAW GROUP, LLP	CITY COUNCIL TEAM BUILDING	15,374.71
6/25/2025 SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	SHAMROCK MONTHLY HARDWARE LEASE 5/30-6/30/25	1,720.18
6/25/2025 STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	MAY 2025 MEDICAL TEST FEES	148.00
6/25/2025 STL COMPANY, LLC	DEVELOPER DEPOSIT (DV0048) BALANCE REFUND	1,736.28
6/25/2025 STORM WATER INSPECTION & MAINTENANCE SERVICES, INC	TRASH CAPTURE DEVICE MAINTENANCE SERVICES MAR 2025	22,055.00
6/25/2025 TETRA TECH, INC.	DISASTER PREP GAP ANALYSIS CONTRACT SERVICES	6,287.00

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6/25/2025	TIMOTHY DANA BOWEN	REC CLASS INSTRUCTOR	1,709.40
6/25/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES & SUPPLY - CAMP PARKS JUN 2025	33,416.92
6/25/2025	VALLEY CHRISTIAN CENTER	DEVLOPER DEPOSIT (DV0083) BALANCE REFUND	3,459.32
6/25/2025	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS MAY 2025	1,929.34
6/25/2025	VICSIGNIA LLC	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND	500.00
6/25/2025	ZARAH GOSIENGFAIO	ADU ACCELERATOR REBATE -SD7 APPLICATION	5,000.00
Payments issued 6/25/2025 Total:			476,197.55
6/26/2025	PG&E	APPLICATION FOR WALLIS RANCH PARK 6601 RUTHERFORD	2,631.76
Payments issued 6/26/2025 Total:			2,631.76
6/27/2025	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - JUN 2025	12,325.90
Payments issued 6/27/2025 Total:			12,325.90
6/30/2025	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS FOR EDD	60.09
6/30/2025	A4 PROMOTIONS & INCENTIVES	US ARMY 250TH BDAY SIGNS	1,392.50
6/30/2025	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS FOR PCS	98.56
6/30/2025	ADVANCED MOBILITY GROUP	ANNUAL TRAFFIC SIGNAL SYST. SUPPORT APR 2025	4,230.00
6/30/2025	AMY L. JONES	REC CLASS INSTRUCTOR	316.80
6/30/2025	ANASTASIA NELSON	EXPENSE REIMBURSEMENT - NOTARY BOND FILING	50.00
6/30/2025	ANGEL HOUZE CLAY ART C/O JULIE P. KARTONO	REC CLASS INSTRUCTOR	1,950.00
6/30/2025	ANNA LEI	REFUND FOR PCS CLASS WITHDRAWALS	659.60
6/30/2025	APEX GRADING	FALLON VILLAGE GHAD - MAINTENANCE SERVICES	43,000.00
6/30/2025	APEX GRADING	SCHAEFER RANCH GHAD - MAINTENANCE SERVICES	28,000.00
6/30/2025	AT&T	600M INTERNET CVC FIBER SERVICES 5/07-7/6/25	3,622.92
6/30/2025	AT&T	CVC AT&T IPFLEX VOIP LINE 5/7-7/6/25	1,252.80
6/30/2025	AT&T	AT&T PSC- 600M INTERNET/VOICE 6/7-7/6/25	1,680.03
6/30/2025	AT&T	AT&T CVC- 1G INT/VOICE 6/7-7/6/25	2,168.72
6/30/2025	AT&T - CALNET 3	SERVICE TO WAVE 06/12/2025	121.65
6/30/2025	AT&T - CALNET 3	SERVICE TO SHANNON 06/12/2025	271.76
6/30/2025	AT&T - CALNET 3	SERVICE TO SR ALARM 06/12/2025	215.75
6/30/2025	AT&T - CALNET 3	SERVICE TO LIBRARY 911 6/14/2025	31.58
6/30/2025	AT&T - CALNET 3	SERVICE TO CY 06/14/2025	61.61
6/30/2025	AT&T - CALNET 3	SERVICE TO CY FAX 6/14/2025	31.58
6/30/2025	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 06/14/2025	61.61
6/30/2025	AT&T - CALNET 3	SERVICE TO FSP FAX 06/14/2025	61.61
6/30/2025	AT&T - CALNET 3	SERVICE TO FS18 6/14/2025	91.63
6/30/2025	AT&T - CALNET 3	SERVICE TO CY 06/14/2025	236.58
6/30/2025	AT&T - CALNET 3	SERVICE TO ELEVATOR 06/14/2025	91.63
6/30/2025	AT&T - CALNET 3	SERVICE TO HERITAGE CTR BK UP 06/06/2025	66.67
6/30/2025	AT&T - CALNET 3	HERITAGE 9391018979 06/14/2025	31.58
6/30/2025	AT&T - CALNET 3	SHANNON CENTER ALARM 93910633 06/12/2025	31.58
6/30/2025	AVANTPAGE INC	TRANSLATING, EDITING & PROOFREADING SERVICES JUNE 2025	240.00
6/30/2025	BEST VERSION MEDIA, LLC	MARKETING - EAST DUBLIN LIVING PRINT AD AUG 2025	408.30
6/30/2025	BKF ENGINEERS	TRASH CAPTURE DEVICES DESIGN SERVICES APR 2025	30,581.25
6/30/2025	BPXPRESS	DUBLIN BLVD SLIDE REPAIR-INSPIRATION & SILVERGATE MAY 2025	84.05
6/30/2025	BPXPRESS	BID PRINTING SERVICE APPLICATION FOR FSP FLAGPOLE	286.00
6/30/2025	BSK ASSOCIATES INC.	JORDAN RANCH SQ GEOTECH SRVS APR 2025	4,930.00
6/30/2025	BSK ASSOCIATES INC.	60' FLAGPOLE INSTALLMENT MAY 2025	1,261.75
6/30/2025	CALEHS ATTN: JOE MOULTON	INSPECTION CIVIC CENTER GENERATOR JUN 2025	300.00
6/30/2025	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	1,228.50
6/30/2025	CARBONIC SERVICE	POOL CHEMICAL FOR PH BALANCE	739.24
6/30/2025	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	1,076.40
6/30/2025	CHRISTINE PETIT	REC CLASS INSTRUCTOR	2,304.00
6/30/2025	CMS COMMUNICATIONS	CISCO NETWORK SWITCH REPLACEMENT	2,869.42
6/30/2025	COMCAST	TV - AV TV30 ROOM 6/18-7/17/25	205.04
6/30/2025	CONSOLIDATED ENGINEERING	DAC SPECIAL INSPECTION & TESTING APR 2025	520.21
6/30/2025	CONSOR NORTH AMERICA, INC.	KOOPMAN CANYON CREEK CHANNEL AND BANK REPAIR APR 2025	11,144.50
6/30/2025	CONTRA COSTA CO.-PUBLIC WORKS	DESIGN/ ENVIRO SVCS-TASSAJARA RD REALIGNMENT JAN-MAR 2025	734.85
6/30/2025	COULSON & ASSOCIATES	JORDAN RANCH NEIGHBORHOOD SQUARE MAR 2025	285.00
6/30/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	GREEN STORMWATER INFRASTRUCTURE ENG SVCS MAR 2025	4,889.00
6/30/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	KOOPMAN CANYON CREEK AT FENWICK CT-CIVIC ENGINEER SVCS MAR 2025	9,445.50
6/30/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	MARTIN CANYON CREEK AT SILVERGATE-DESIGN SVCS MAR 2025	9,352.50
6/30/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	DUBLIN BLVD SLIDE REPAIR-DESIGN PEER REVIEW APR 2025	3,000.00
6/30/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	VILLAGEPARKWAY RECONSTRUCTION-DESIGN SVCS MAR 2025	41,943.78
6/30/2025	CSW/STUBER-STROEH ENGINEERING GROUP, INC.	STORMWATER BUSINESS INSPECTIONS MAR 2025	56,393.09
6/30/2025	DAVID L. GATES & ASSOCIATES, INC.	IRRIGATION UPGRADES APR 2025	10,712.50
6/30/2025	DISABILITY ACCESS DAC	DACTRAK SUBSCRIPTION JUN 2025	2,000.00
6/30/2025	EMU, INC.	US ARMY 250TH EVENT SERVICES	1,500.00
6/30/2025	EOA, INC.	STORMWATER IMPLEMENTATION ASSISTANCE MAR 2025	5,498.00
6/30/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	2,043.92
6/30/2025	FASTSIGNS	WAVE SIGNS	348.42
6/30/2025	FONROCHE LIGHTING AMERICA INC	SOLAR STREET LIGHT PILOT PROJECT 2025	31,769.00
6/30/2025	GOLDEN STATE FLEET SVCS INC	PATROL CAR TOWING SERVICE	800.00
6/30/2025	GOODFELLOW BROS. CALIFORNIA, LLC	IRON HORSE NATURE PARK AND OPEN SPACE MAR 2025	353,548.91
6/30/2025	GOODWIN CONSULTING GROUP, INC.	DUBLIN CENTRE CFD FORMATION SPECIAL TAX CONSULT NOV 2024	4,946.59
6/30/2025	GRAINGER	POOL CHEMICALS	641.50
6/30/2025	GURUS EDUCATION EAST BAY	REC CLASS INSTRUCTOR	2,268.06
6/30/2025	HARRELL HARRIS PHOTOGRAPHY	SUMMER CAMP WEEK 1 PHOTOGRAPHY SERVICE	675.00
6/30/2025	HARRELL HARRIS PHOTOGRAPHY	SUMMER CAMP WEEK 2 PHOTOGRAPHY SERVICE	1,275.00
6/30/2025	INCREDIFLIX, INC	REC CLASS INSTRUCTOR	2,422.20

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6/30/2025	ISH AMITOI KAU	REC CLASS INSTRUCTOR	1,575.00
6/30/2025	JAISENA PRASATH JEYAKEERTHI RAJOO	CONFERENCE REIMBURSEMENT - PLANNING COMMISSIONER ACADEMY	50.57
6/30/2025	JOY LIU	JUNETEENTH FARMERS MARKET PHOTOGRAPHY SERVICE	265.00
6/30/2025	KASHEF QAADRI	CONFERENCE REIMBURSEMENT - GOODNESS VILLAGE EVENT	150.00
6/30/2025	LANLOGIC INC.	WAV SLIDE TOWER FIBER CABLING- PROGRESS BILL	1,863.23
6/30/2025	LANLOGIC INC.	CPY VERKADA CONTROLLERS PROJECT- CABLING PROGRESS	904.66
6/30/2025	MAGS ASSOCIATES LLC	REC CLASS INSTRUCTOR	3,946.80
6/30/2025	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL BRIDGE OVERCROSSING PROJ MGMT MAY 2025	1,088.23
6/30/2025	MIDPOINT INTERNATIONAL	TWO STREAM AND THREE STREAM PUBLIC LITTER CANS	73,917.00
6/30/2025	NICHOLS CONSULTING ENGINEERS, CHTD	ADDTNL DESIGN CONSTRUCTION SUPPORT SVCS APR 2025	25,920.81
6/30/2025	NICHOLS CONSULTING ENGINEERS, CHTD	ADDTNL DESIGN CONSTRUCTION SUPPORT SVCS MAY 2025	19,855.02
6/30/2025	ONE WORKPLACE L. FERRARI LLC	HR, PCS, AND CDD FURNITURE PURCHASES	7,871.48
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	FSP FLAGPOLE DESIGN & CM SUPPORT APR 2025	4,370.00
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	FSP FLAGPOLE DESIGN & CM SUPPORT MAY 2025	6,210.00
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	CONSTRUCTION MGMT MAPE MEMORIAL PARK PATHWAY RELO MAY 2025	1,627.50
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	FOREST PARK - CONSTRUCTION MANAGEMENT SERV APR 2025	13,200.00
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	FOREST PARK - CONSTRUCTION MANAGEMENT SERV MAY 2025	18,695.00
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	IRON HORSE TRAIL BRIDGE CM FEB 2025	3,450.00
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	IRON HORSE TRAIL BRIDGE CM JAN 2025	8,050.00
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	IRON HORSE TRAIL BRIDGE CM MAR 2025	460.00
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	IRON HORSE TRAIL BRIDGE CM MAY 2025	2,990.00
6/30/2025	PAKPOUR CONSULTING GROUP, INC.	IRON HORSE TRAIL BRIDGE CM NOV 2024	402.00
6/30/2025	PG&E	SERVICE TO SHANNON CENTER 05/27/2025	24.64
6/30/2025	PG&E	CITY HALL 05/29/2025	4,451.43
6/30/2025	PG&E	MAINTENANCE CORP YARD 05/28/2025	24.64
6/30/2025	PG&E	SHANNON COMMUNITY CENTER 05/08/2025	110.90
6/30/2025	PG&E	SCHAEFER RANCH PARK 05/27/2025	329.37
6/30/2025	PG&E	ALAMO CREEK PARK 06/04/2025	93.51
6/30/2025	PG&E	DUBLIN SPORTS GROUND EV	47.78
6/30/2025	PG&E	HERITAGE MUSEUMS 02/05/2025	142.18
6/30/2025	PG&E	PASSATEMPO PARK 05/21/2025	88.95
6/30/2025	PG&E	SEAN DIAMOND PARK 05/26/2025	197.19
6/30/2025	PG&E	POSITANO HILLS PARK 05/28/2025	137.99
6/30/2025	PG&E	DUBLIN SPORTS GROUNDS 05/28/2025	959.21
6/30/2025	PG&E	MAPE MEMORIAL PARK 05/27/2025	45.44
6/30/2025	PG&E	FIRE STATION 17 06/03/2025	181.08
6/30/2025	PG&E	TC1 SERVICE TO 6795 DOUGHERTY	238.28
6/30/2025	PG&E	LS2-A SERVICE TO AVB 05/29/2025	1,821.40
6/30/2025	PG&E	THE WAVE 06/03/2025	30,881.77
6/30/2025	PG&E	FIRE STATION 16 05/08/2025	517.19
6/30/2025	PG&E	LIBRARY 05/28/2025	27,304.62
6/30/2025	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED - MAY 2025	260.00
6/30/2025	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS SHANNON CENTER	509.90
6/30/2025	PLEASANTON EVENT RENTALS INC	CLEANING OF RENTED LINENS SENIOR CENTER	585.45
6/30/2025	PRISCILLA A BARTON	REC CLASS INSTRUCTOR	450.00
6/30/2025	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR PD - MAY 2025	200.00
6/30/2025	QUADIENT LEASING USA, INC.	NEOPOST MAIL MACHINE LEASE APR-JUL 2025	1,282.75
6/30/2025	R. YOUNAN LLC	REC CLASS INSTRUCTOR	4,780.80
6/30/2025	RIDE ARTS LLC.	DOWNTOWN DUBLIN ART ARTIST DESIGN SERVICES	4,000.00
6/30/2025	ROSEMARY ALEX	EXPENSE REIMBURSEMENT - SET METER PAYMENT	436.91
6/30/2025	ROTARY CLUB OF DUBLIN, CA	PCS FACILITY RENTAL SECURITY DEPOSIT REFUND	500.00
6/30/2025	RROOAR	REC CLASS INSTRUCTOR	4,357.50
6/30/2025	SCP DISTRIBUTORS LLC	SPF50 LIP BALM FOR WAVE	96.22
6/30/2025	SELECT IMAGING	CDD BUSINESS CARDS	70.00
6/30/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	EQUIPMENT DELIVERY CHARGE RICOH C6000	200.00
6/30/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	EQUIPMENT DELIVERY CHARGE RICOH IM 8000	200.00
6/30/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	USAGE CHARGE FOR 5/16-6/15/25	1,584.75
6/30/2025	SIVA LLC	WAVE WRISTBANDS	3,816.00
6/30/2025	SPECIAL EVENTS	ARMY 250TH BIRTHDAY CELEBRATION	13,155.26
6/30/2025	SPECIAL EVENTS	COMMUNITY GARAGE SALE EQUIPMENT	951.25
6/30/2025	STRAWN CONSTRUCTION, INC.	CULTURAL ARTS REMODEL & CIVIC CTR IMPROV MAR 2025	564,396.28
6/30/2025	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK CONSTRUCTION AGREEMENT APR 2025	19,949.05
6/30/2025	SUAREZ & MUNOZ CONSTRUCTION	WALLIS RANCH COMMUNITY PARK CONSTRUCTION AGREEMENT MAR 2025	38,000.00
6/30/2025	SUAREZ & MUNOZ CONSTRUCTION	FOREST PARK - CONSTRUCTION APR 2025	236,188.79
6/30/2025	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN MAR 2025	5,000.00
6/30/2025	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN APR 2025	437.25
6/30/2025	SWINERTON MANAGEMENT AND CONSULTING	DAC CONSTRUCTION MANAGEMENT SERVICE MAY 2025	19,873.00
6/30/2025	SWINERTON MANAGEMENT AND CONSULTING	DAC CONSTRUCTION MANAGEMENT SERVICE APR 2025	29,598.00
6/30/2025	SWINERTON MANAGEMENT AND CONSULTING	EXTERIOR RENOVATION WORK AT CIVIC APR 2025	11,720.00
6/30/2025	THE ECOHERO SHOW, LLC.	SCHOOL ASSEMBLIES MAY 2025	1,600.00
6/30/2025	THE SHALLECK COLLABORATIVE, INC.	DESIGN AND CA SERVICES FOR THE AV PROJECT JUNE 2025	490.00
6/30/2025	TOPTALENT LEARNING LLC	PROGRAMMING TRAINING - GITHUB, MS VISIO, INTRO	4,922.50
6/30/2025	TRB AND ASSOCIATES, INC.	PLAN REVIEW AND INSPECTION SERVICES MAY 2025	15,146.00
6/30/2025	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED - MAY 2025	616.00
6/30/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICES EXTRA SERVICE MAY 2025	8,675.19
6/30/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES MAY 2025	5,464.74
6/30/2025	ULINE, INC.	SPILL RESPONSE TRAILER JUN 2025	1,039.75
6/30/2025	UNIVAR SOLUTIONS	SODIUM HYPOCHLORITE POOL CHEMICAL	2,504.64
6/30/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	PSC CHAIRS AND CARPET SPOT CLEAN JUN 2025	194.00
6/30/2025	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	1,622.40
6/30/2025	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS MAY 2025	320.08

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6/30/2025 WARREN PAYLADO	REC CLASS INSTRUCTOR	660.00
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN-DOUGHERTY HILLS OPEN SPACE SLIDE REPAIR APR 2025	618.57
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	2024 ANNUAL STREET RESURFACING APR 2025	2,114.15
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	2025 SLURRY SEAL CWA MONITORING APR 2025	290.37
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR DAC APR 2025	1,201.13
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA COMPLIANCE FOR DAC MAY 2025	2,312.83
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	WALLIS RANCH PARK APR 2025	599.68
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - GREEN STORMWATER INFRASTRUCTURE MAY 2025	1,186.26
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - IRON HORSE NATURE PARK MAY 2025	1,468.52
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - FOREST PARK (JORDAN RANCH SQUARE) MAY 2025	1,698.11
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - FOREST PARK (JORDAN RANCH SQUARE) APR 2025	1,190.52
6/30/2025 WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - FOREST PARK (JORDAN RANCH SQUARE) MAR 2025	834.04
6/30/2025 WORLD CUP SOCCER CAMPS CLINICS	REC CLASS INSTRUCTOR	2,942.40
6/30/2025 XIN SHERRY HU	EXPENSE REIMBURSEMENT - TVCC ADVOCACY VISIT	1,421.30
	Payments issued 6/30/2025 Total:	1,982,752.53

Grand Total for Payments Dated 6/1/2025 through 6/30/2025: 8,726,432.28

Total Number of Payments Issued: 317



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Appointments to the City Council 2025 Ad-Hoc Audit Review Committee
Prepared by: Wendy Lam, Accounting Manager

EXECUTIVE SUMMARY:

The City’s independent auditor, Badawi and Associates, has commenced the field work necessary to complete the Annual Comprehensive Financial Report for year ending June 30, 2025. The City Council will consider the establishment of an Ad-Hoc Committee consisting of two members of the City Council who will review the audit process and final report with the auditors.

STAFF RECOMMENDATION:

Confirm the Mayor’s recommendation, which includes her own appointment along with Councilmember John Morada, to the 2025 Ad-Hoc Audit Review Committee.

FINANCIAL IMPACT:

The cost of the audit was included in the Fiscal Year 2025-26 adopted budget.

DESCRIPTION:

The independent auditors from the firm Badawi and Associates are required to follow protocols established by the Governmental Auditing Standards Board and issue their directives in documents referenced as the Statement on Accounting Standards, which are applicable to both private and governmental entities.

These standards require that the auditors communicate directly with those charged with governance. The Ad-Hoc Audit Review Committee, consisting of two members of the City Council appointed by the Mayor, is established each year for this purpose. After the Committee has had an opportunity to review and discuss the report with the auditors, Staff will prepare an agenda item for action by the entire City Council at a future meeting.

Last year, the Committee was composed of former Mayor Michael McCorriston and former

Councilmember Janine Thalblum. Mayor Hu has recommended her own appointment along with Councilmember John Morada to the 2025 Ad-Hoc Audit Review Committee.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

None.



STAFF REPORT

CITY COUNCIL

DATE: July 15, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Assembly Bill 562 (2013) Final Outcome Report on Economic Development Subsidy Provided to Regency Village at Dublin, LLC (Regency Centers)
Prepared by: Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will hold a required public hearing to receive comments on the conclusion and final reporting period of the economic development business incentive, Sewer Capacity Assistance Program, with Regency Village at Dublin, LLC (Regency Centers).

STAFF RECOMMENDATION:

Conduct the public hearing, deliberate, and accept the report.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background

As a result of the adoption of California Assembly Bill 562 (2013), effective January 1, 2014, Government Code Section 53083 requires cities or counties granting economic development subsidies of \$100,000 or more to provide public notification and a hearing regarding the subsidy which includes: name of beneficiary, subsidy amounts, beginning and ending dates, a projection of the tax revenues generated and lost, and an estimate of the number of jobs that will be created.

In addition, a report and public hearing on the outcome including amounts expended or lost, jobs created, and net new revenues is required within the first five years of the subsidy, as well as an report and hearing at the conclusion of the subsidy if granted for 10 years or more.

The City of Dublin offers a number of economic development business incentives to encourage

economic vitality, including business attraction and retention. In support of these efforts, in 2010, the City established the Sewer Capacity Assistance Program (SCAP) in 2010 in partnership with Dublin San Ramon Services District (DSRSD). This program provides an economic development incentive in the form of credits for Dwelling Unit Equivalents (DUEs) toward DSRSD sewer connection fees for eligible businesses or property owners.

Subsidy Awarded to Regency Village at Dublin, LLC

In 2014, the City utilized SCAP to assist Regency Village at Dublin, LLC (Regency Centers) with 15.02 DUEs, valued at \$242,258, to support development of the Persimmon Place retail shopping center at 5130–5350 Dublin Boulevard and attract tenants such as Whole Foods, Nordstrom Rack, Urban Plates, and Pacific Catch. The City Council approved the subsidy through Resolution No. 44-14, authorizing an Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights, which was later amended and restated on September 12, 2016. The term of the agreement expired on June 8, 2025.

Persimmon Place is now home to more than 20 successful retail and restaurant establishments and consistently ranks among the City's top 25 sales tax generators. While sales tax revenue data must remain confidential under the Revenue and Taxation Code, the center's overall contribution to City revenues is significant.

In compliance with California Government Code Section 53083, Staff has prepared and made publicly available the "2025 Outcome Report on Economic Development Subsidy Provided to Regency Village at Dublin, LLC (Regency Centers)." This report included as Attachment 1 states the outcome of the impact of the subsidy including amounts expended or lost, jobs created, and net new revenues received.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

A Public Hearing Notice was published in the *East Bay Times* and posted at several locations throughout the City. A copy of this Staff Report was provided to the parties to the Agreement. The outcome report was made available to the public via the City's website at www.dublin.ca.gov/1552. The City Council Agenda was posted.

ATTACHMENTS:

- 1) 2025 Outcome Report on Economic Development Subsidy Provided to Regency Village at Dublin, LLC (Regency Centers)

**CITY OF DUBLIN
2025 REPORT ON ECONOMIC DEVELOPMENT SUBSIDY
PROVIDED TO REGENCY VILLAGE AT DUBLIN, LLC (REGENCY CENTERS)**

The purpose of this report is to provide the information required by California Government Code Section 53083 in regards to an economic development subsidy provided by the City pursuant to an Agreement by and between the City of Dublin and Regency Village at Dublin, LLC.

Within the first five years of the term of the economic development subsidy, the City of Dublin must provide all of the following information in written form and available to the public and through the City's [website](#) and hold a public hearing to consider any written or oral comments on the information contained in the report. This report shall remain available to the public and posted on the City's website until the end date of the economic development subsidy on June 8, 2025. At the conclusion of the economic development subsidy (in 2025), the City of Dublin is obligated to provide another report and hold another public hearing.

The public hearing to consider any comments on the information contained in this report will be held at the following time and place:

[Dublin City Council Meeting](#)

Tuesday, July 15, 2025 at 7:00 p.m.

Peter W. Synder Council Chamber, 100 Civic Plaza, Dublin CA 94568

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Statement of the public purposes for the economic development subsidy:

The public purposes for the economic development subsidy are to:

- continue to expand and enhance economic opportunities for businesses in the City
- continue to expand the City's employment base, and
- continue to generate hereinafter defined Sales Tax that the City can utilize to fund general governmental services such as police, fire, street maintenance, and parks and recreation programs.

1. The name and address of all corporations or any other business entities, except for sole proprietorships that are beneficiary of the economic development subsidy:

The City provided financial assistance in the form of an economic development subsidy to Regency Village at Dublin, LLC (Regency Centers), as outlined in the *Amended and Restated Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights* ("Agreement").

Regency Village at Dublin, LLC (Regency Centers) is the owner and developer of the Persimmon Place retail shopping center. As such, the subsidy has also indirectly benefited various current and past tenants of the shopping center. The following entities are located within Persimmon Place and may be considered indirect beneficiaries of the economic development subsidy:

Property Address:

- Persimmon Place – 5130–5350 Dublin Boulevard, Dublin, CA 94568
- Regency Centers – 1777 Botelho Drive, Suite 200, Walnut Creek, CA 94596

Current Tenants (Alphabetical Order):

- Chipotle
- Ethan Allen
- Hand & Stone
- HomeGoods
- Koja Kitchen
- LaserAway
- Monaco Hair & Nails
- Nick the Greek
- Nordstrom Rack
- Orangetheory Fitness
- Pacific Catch
- Patxi's Pizza
- Persimmon Dental Care
- Radiant Waxing
- Sephora
- Starbucks
- The Habit Burger Grill
- Urban Plates
- Verizon Wireless
- Vitality Bowls
- Whole Foods Market

2. The start and end dates (term) for the economic subsidy:

The start and end of the economic subsidy is as follows:
April 15, 2014 through June 8, 2025.

3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy:

Through the City's Sewer Capacity Assistance Program, the City assisted Regency Village at Dublin, LLC (Regency Centers) with 15.02 Dwelling Unit Equivalents (DUEs), which had an approximate value of \$242,258.

There was no cost to transfer the City's unused wastewater capacity rights to Regency Village at Dublin, LLC (Regency Centers).

4. The net tax revenue accruing to the local agency as a result of the economic

development subsidy:

As of the end of first quarter 2025 (calendar year), the shopping center has generated more than \$6 Million in net tax revenue to the City of Dublin.

5. The net number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions:

At the time the subsidy was granted, Staff estimated the project would generate several hundred permanent jobs in the City, along with the construction jobs during its development.

As of June 2025, Staff estimates the shopping center currently provides at least 700 jobs at this time.

Full-time positions:	300
Part-time positions:	400
Total:	700

Assembly Bill 562 (2013) Final Outcome Report on Economic Development Subsidy (Sewer Capacity Assistance Program) for Regency Centers

July 15, 2025



Assembly Bill 562 (2013) Background

- AB 562 (2013) requires cities and counties granting economic development subsidies of \$100,000 or more to provide public hearing reports on:
 - The initial consideration of the subsidy (4/15/2014).
 - Five-year outcome of the subsidy (5/21/2019).
 - Outcome at the conclusion of the subsidy (6/8/2025).



Subsidy Background

- In May 2012, the City received a request from Regency Centers to participate in the Sewer Capacity Assistance Program to support development of the Persimmon Place retail shopping center.
- On April 15, 2014, City Council approved an Agreement Permitting Re-Allocation of Regional and Local Sewer Capacity Rights with Regency Village at Dublin, LLC (Regency Centers).
- Persimmon Place is now home to more than 20 successful retail and restaurant establishments and ranks among the City's top 25 sales tax generators.



Subsidy Background, 2

- The Agreement assisted Regency Centers with 15.02 Dwelling Unit Equivalents (DUEs) valued at \$242,258.
- Agreement term expired June 8, 2025.
- Final Outcome Report posted on City website.
- Sales tax data must remain confidential.



Final Outcome Report

- Persimmon Place has generated more than \$6 million in net tax revenue to the City.
- An estimated 700+ full- and part-time jobs have been retained.



Recommendation

- Conduct the public hearing, deliberate, and accept the report.

