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

DUBLIN
CALIFORNIA

Regular Meeting of the
DUBLIN CITY COUNCIL

Tuesday, October 21, 2025

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

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, October 21, 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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

3.1 Presentation of the Diwali Proclamation

The City Council will present the Diwali proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

Staff Report

Attachment 1 - Diwali Proclamation

3.2 Presentation of the Hindu American Awareness and Appreciation Month Proclamation

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

STAFF RECOMMENDATION:

Present the proclamation.

Staff Report

Attachment 1 - Hindu American Awareness and Appreciation Month Proclamation

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 October 7, 2025 Regular City Council Meeting Minutes

The City Council will consider approving the minutes of the October 7, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the October 7, 2025 Regular City Council Meeting.

Staff Report

Attachment 1 - October 7, 2025 Regular City Council Meeting Minutes

5.2 Francis Ranch Development Public Art Agreement

The City Council will consider approving an agreement with Trumark Homes governing the acquisition and installation of the public artwork to be installed as part of the Francis Ranch Development.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement for the Acquisition and Installation of Public Art by Developer for the Francis Ranch Development.

Staff Report

Attachment 1 - Resolution Approving an Agreement for the Acquisition and Installation of Public Art by Developer for the Francis Ranch Development

Attachment 2 - Exhibit A to the Resolution - Agreement for the Acquisition and Installation of Public Art by Developer for the Francis Ranch Development

5.3 Annual Street Resurfacing - 2024 Slurry Seal Project, CIP No. ST0117 – Acceptance of Work

The City Council will consider accepting the Annual Street Resurfacing – 2024 Slurry Seal Project. The project resurfaced multiple street segments with a slurry seal treatment that will prolong the life of the existing pavement surface.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Annual Street Resurfacing - 2024 Slurry Seal Project, CIP No. ST0117.

Staff Report

Attachment 1 - Resolution Accepting the Annual Street Resurfacing - 2024 Slurry Seal Project, CIP No. ST0117

Attachment 2 - CIP No. ST0117

5.4 FY 2024-2026 Quarterly Strategic Plan Update

The City Council will receive a status update on the City's Two-Year Strategic Plan progress report, along with key highlights from Quarter 1 of Fiscal Year 2025-26.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - FY 2024-2026 Strategic Plan Progress Report - Year 2, Quarter 1

5.5 Update of Procedures for Accounts Payable Check Signing

The City Council will consider updating the City's check-signing procedures to raise the threshold for a required countersignature on accounts payable checks from $1,000 to $5,000. Established in 2009, the current limit no longer reflects present-day financial practices or transaction volumes. The proposed change will improve efficiency while maintaining sound internal controls.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Listing of City Officials and the Procedures for the Processing of Payments Requiring a Signature.

Staff Report - Update of Procedures for Accounts Payable Check Signing

Attachment 1 - Amending the Listing of City Officials and the Procedures for the Processing of Payments Requiring a Signature

Attachment 2 - Resolution No. 101-09 Rescinding Resolution No. 91-99 and Adopting a Listing of City Officials and Procedures for the Processing of Payments Requiring a Signature

5.6 Payment Issuance Report and Electronic Funds Transfer

The City Council will receive a listing of payments issued from September 1, 2025 – September 30, 2025, totaling $6,063,145.18.

STAFF RECOMMENDATION:

Receive the report.

Staff Report

Attachment 1 - Payment Issuance Report for September 2025

5.7 Adopting an Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) of the Dublin Municipal Code

The City Council will consider adopting an Ordinance amending the Dublin Municipal Code regarding the use of Electric Bicycles, Electric Scooters, Electric Personal Assistive Mobility Devices, and Electric Motorized Boards operating within the City and making clarifications to enhance public safety. The City Council waived the first reading and introduced the Ordinance on October 7, 2025. The City Council is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code.

Staff Report

Attachment 1 - Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code

Attachment 2 - City Council Staff Report dated October 7, 2025 (without attachments)

5.8 Dissolution of the San Mateo County Cities Insurance Group Joint Powers Authority

The City Council will consider approving a resolution consenting to the dissolution of the San Mateo County Cities Insurance Group Joint Powers Authority and authorizing execution of a Dissolution Agreement to govern the dissolution process. The Board of Directors for the JPA has determined that an orderly dissolution is the most effective means to transitioning the remaining Member Agencies to independent administration of their workers' compensation programs. Approval of the resolution will allow the dissolution process to proceed in coordination with the other member Agencies, with operations anticipated to conclude by the end of 2026.

STAFF RECOMMENDATION:

Adopt the **Resolution** Consenting to the Dissolution of San Mateo County Cities Insurance Group Joint Powers Authority Pursuant to Section 5 of the San Mateo County Cities Insurance Group Joint Powers Agreement and Approving a Dissolution Agreement to Govern the Dissolution Process.

Staff Report

Attachment 1 - Resolution Consenting to the Dissolution of San Mateo County Cities Insurance Group Joint Powers Authority Pursuant to Section 5 of the San Mateo County Cities Insurance Group Joint Powers Agreement and Approving a Dissolution Agreement to Govern the Dissolution Process

Attachment 2 - Exhibit A to the Resolution - Agreement Dissolving the San Mateo County Cities Insurance Group Pursuant to Section 5 of the San Mateo County Cities Insurance Group Joint Powers Agreement

Attachment 3 - Exhibit B to the Resolution - A Resolution of the Cities Group Board of Directors of the San Mateo County Cities Insurance Group Joint Powers Authority Recommending that the Member Agencies Approve the Dissolution of the Joint Powers Authority Pursuant to the Terms of a Dissolution Agreement
Attachment 4 - Estimated Schedule for Dissolution
Attachment 5 - Cities Group Joint Powers Agreement, Bylaws and Amendments

5.9 Adopting an Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code

The City Council will consider adopting an Ordinance amending the Dublin Municipal Code related to Purchasing Policy thresholds. The City Council waived the first reading and introduced the Ordinance on October 7, 2025, and is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt an **Ordinance** Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code.

Staff Report
Attachment 1 - Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code
Attachment 2 - City Council Staff Report dated October 7, 2025 (without attachments)

5.10 Mayor's Appointment to Heritage and Cultural Arts Commission Alternate Unscheduled Vacancy, Senior Center Advisory Committee Alternate Unscheduled Vacancy, Parks and Community Services Commission Unscheduled Vacancy, and Planning Commission Unscheduled Vacancy

The City Council will consider the Mayor's appointment to fill alternate unscheduled vacancies on the Heritage and Cultural Arts Commission and Senior Center Advisory Committee and unscheduled vacancies on the Parks and Community Services Commission and the Planning Commission.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment of Salim Razawi to the alternate unscheduled vacancy on the Heritage and Cultural Arts Commission with a term ending December 2026, Namrata Berry to the alternate unscheduled vacancy on the Senior Center Advisory Committee with a term ending December 2026, Sumit Aneja to the unscheduled vacancy on the Parks and Community Services Commission with a term ending December 2028, and Margaret Simuro to the unscheduled vacancy on the Planning Commission with a term ending December 2026.

Staff Report
Attachment 1 - Heritage and Cultural Arts Commission Applications
Attachment 2 - Senior Center Advisory Committee Applications
Attachment 3 - Parks and Community Services Commission Applications
Attachment 4 - Planning Commission Applications

5.11 Second Amendment to Legal Services Agreement with Redwood Public Law, LLP Redwood Public Law, LLP, has requested that the City Council consider amending its legal services agreement with the City to increase the hourly rate for all attorney services rendered.

STAFF RECOMMENDATION:

Approve the Second Amendment to the Agreement for Legal Services with Redwood Public Law, LLP.

Staff Report
Attachment 1 - Second Amendment to Agreement for Legal Services with Redwood Public Law, LLP
Attachment 2 - Agreement for Legal Services with Redwood Public Law, LLP and First Amendment to the Agreement for Legal Services with Redwood Public Law, LLP

6. PUBLIC HEARING – None.

7. UNFINISHED BUSINESS – None.

8. NEW BUSINESS

8.1 Updates to the City's Construction and Fire Codes in Accordance with Requirements of State Law

The City Council will consider introducing an Ordinance repealing the 2022 California Building Standards Code and adopting the 2025 California Building Standards Code, and setting a public hearing for November 4, 2025, to consider adoption of this Code. In connection with this action, the City Council will be asked to approve findings related to the City's proposed local amendments to the California Building Standards Code. The 2025 Edition of the California Building Standards Code was approved by the California Building Standards Commission earlier this year and will go into effect on January 1, 2026. The City must adopt an Ordinance incorporating the updated provisions to ensure accuracy and alignment with state law.

STAFF RECOMMENDATION:

Take the following actions: 1) Waive the first reading and introduce an Ordinance Repealing and Replacing Chapters 5.08 (Fire Code), 7.28 (Building Regulation Administration Code), 7.32 (Building Code), 7.34 (Residential Code), 7.36 (Electrical Code), 7.40 (Plumbing Code), 7.44 (Mechanical Code), 7.45 (Swimming Pool and Spa Code), 7.46 (Existing Building Code), 7.48 (Building Maintenance Code) and 7.94 (Green Building Code); and 2) Set the public hearing for November 4, 2025, to adopt said Ordinance and adopt a Resolution Approving the Findings of Necessity for Amendments to the 2025 California Building Standards Code.

Staff Report
Attachment 1 - Resolution Approving Findings Regarding the Need for Local Amendments to Provisions in the California Building Standards Code as Adopted by the State of California
Attachment 2 - Exhibit A to the Resolution - Findings for Local Amendments, as Set Forth in the 2025 California Building Standards and the International Swimming Pool and Spa Code, and the International Property Maintenance Code
Attachment 3 - Ordinance Repealing and Replacing Sections of the California Building Standards Code
Attachment 4 - Exhibit A to the Ordinance - DMC Chapter 5.08 Fire Code
Attachment 5 - Exhibit B to the Ordinance - DMC Chapter 7.28 Building Regulation Administration Code
Attachment 6 - Exhibit C to the Ordinance - DMC Chapter 7.32 Building Code
Attachment 7 - Exhibit D to the Ordinance - DMC Chapter 7.34 Residential Code
Attachment 8 - Exhibit E to the Ordinance - DMC Chapter 7.36 Electrical Code
Attachment 9 - Exhibit F to the Ordinance - DMC Chapter 7.40 Plumbing Code
Attachment 10 - Exhibit G to the Ordinance - DMC Chapter 7.44 Mechanical Code
Attachment 11 - Exhibit H to the Ordinance - DMC Chapter 7.45 Swimming Pool and Spa Code

Attachment 12 - Exhibit I to the Ordinance - DMC Chapter 7.46 Existing Building Code
Attachment 13 - Exhibit J to the Ordinance - DMC Chapter 7.48 Building Maintenance Code
Attachment 14 - Exhibit K to the Ordinance - DMC Chapter 7.94 Green Building Code
Item 8.1 PowerPoint Presentation

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.

Agenda Item 3.1

DUBLIN
CALIFORNIA

STAFF REPORT

CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation of the Diwali Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will present the Diwali proclamation.

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

October 20, 2025 will mark the annual occurrence of Diwali, a festival of lights celebrated in autumn of each year by Hindus, Sikhs, Jains, Buddhist, and others around the world. Diwali is celebrated by lighting the Diya, or oil lamp, which symbolizes dispelling darkness and bringing light into life with traditional offerings, rituals, and festivals. Diwali includes many traditions such as gathering with friends and family for community prayer, exchanging gifts, setting off fireworks, and decorating houses with colorful rangolis (decorative works of art created on the ground). Diwali is also the Hindu New Year, and it is celebrated on the last day of the last month in the lunar calendar. California officially recognizes Diwali as a state holiday, following Governor Gavin Newsom's signing of Assembly Bill 268 on October 6, 2025.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Diwali Proclamation

A PROCLAMATION OF THE CITY OF DUBLIN, CALIFORNIA

"Diwali"

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

***WHEREAS**, Diwali is celebrated in autumn each year throughout the Bay Area and the World; and*

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

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

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

***WHEREAS,** our diversity is one of our greatest strengths, and Dublin joins with others around the world celebrating Diwali; and*

***WHEREAS,** California formally recognizes Diwali as a state holiday, following Governor Gavin Newsom's signing of Assembly Bill 268 on October 6, 2025.*

***NOW, THEREFORE, BE IT RESOLVED** that the Dublin City Council hereby proclaims October 20, 2025, as "Diwali" in the City of Dublin and encourages residents to recognize the contributions of all Hindu, Sikhs, Jains, Buddhists, and others in all aspects of our vibrant economy and civic society.*

***DATED:** October 21, 2025*

Mayor Sherry Hu

Vice Mayor Kashef Qaadri

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember John Morada

Agenda Item 3.2

STAFF REPORT

CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Presentation of the Hindu American Awareness and Appreciation Month Proclamation
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

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

STAFF RECOMMENDATION:

Present the proclamation.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Hindu American Awareness and Appreciation Month is celebrated annually in the month of October. October is significant because it is the birth month of Mahatma Gandhi and is often when major Hindu holidays such as Navaratri and Diwali are celebrated. Hindu Heritage Month is a global movement highlighting Hinduism as a tradition and celebrating the contributions Hinduism has made to human society.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Hindu American Awareness and Appreciation Month Proclamation

A PROCLAMATION OF THE CITY OF DUBLIN, CALIFORNIA

"Hindu American Awareness and Appreciation Month"

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

***WHEREAS**, the City of Dublin appreciates the valuable contributions of Hindu Americans in various fields like education, science, law, medicine, and technology, and acknowledges their profound community service; and*

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

***WHEREAS**, the year 2025 marks the 132nd anniversary of Hinduism being officially introduced to the United States by Swami Vivekananda at the 1893 World's Parliament of Religions in Chicago, IL, and the 125th anniversary of when he founded the Vedanta Society in San Francisco, California in 1900; and*

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

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

***NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Dublin does hereby proclaim October 2025 as "Hindu American Awareness and Appreciation Month" in the City of Dublin, reaffirming our dedication to diversity, inclusivity, and mutual respect.*

***DATED:** October 21, 2025*

Mayor Sherry Hu

Vice Mayor Kashef Qaadri

Councilmember Jean Josey

Councilmember Michael McCorriston

Councilmember John Morada

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Approval of October 7, 2025 Regular City Council Meeting Minutes
Prepared by: Vanessa Rosales, CMC, Deputy City Clerk

EXECUTIVE SUMMARY:

The City Council will consider approving the minutes of the October 7, 2025 Regular City Council Meeting.

STAFF RECOMMENDATION:

Approve the minutes of the October 7, 2025 Regular City Council Meeting.

FINANCIAL IMPACT:

None.

DESCRIPTION:

The City Council will consider approving the minutes of the October 7, 2025 Regular City Council Meeting.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) October 7, 2025 Regular City Council Meeting Minutes

MINUTES OF THE CITY COUNCIL OF THE CITY OF DUBLIN

Regular Meeting: October 7, 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 6:00 PM

I. CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Councilmembers Josey and McCorriston
Unrepresented employee: City Attorney

II. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: Save Mount Diablo, et al. v. City of Dublin, Alameda County Superior Court Case No. 24CF0866734

REGULAR MEETING 7:00 PM

A Regular Meeting of the Dublin City Council was held on **Tuesday, October 7, 2025**, in the Peter W. Snyder Council Chamber. The meeting was called to order at 7:00 PM, by Mayor Hu.

1) CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

2) REPORT ON CLOSED SESSION

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

3) PRESENTATIONS AND PROCLAMATIONS

3.1) Presentation of the Domestic Violence Awareness and Prevention Month Proclamation

The City Council presented the Domestic Violence Awareness and Prevention Month proclamation.

3.2) Presentation of the World Polio Day Proclamation

The City Council presented the World Polio Day proclamation.

3.3) Presentation from Ryan Clausnitzer of the Alameda County Mosquito Abatement District

The City Council received a presentation from Ryan Clausnitzer, District Manager of the Alameda County Mosquito Abatement District regarding an overview of the District's activities.

4) PUBLIC COMMENT

Mike Grant provided public comment.

Shirley Lewandowski provided public comment.

5) CONSENT CALENDAR

5.1) Approved the September 16, 2025, Regular City Council Meeting Minutes.

5.2) Adopted Resolution No. 83-25 titled, "Declaring Property Located in the Dublin Centre Project to be Exempt Surplus Land for Affordable Housing Development Pursuant to the Surplus Land Act."

5.4) Received the notification of the City Engineer's receipt of the Final Map for review of Tract 8663, Dublin Fallon 580 Large Lot Map.

On a motion by Councilmember Josey, seconded by Vice Mayor Qaadri, and by unanimous vote, the City Council adopted the Consent Calendar, except for item 5.3.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVED BY:	Jean Josey, Councilmember
SECOND:	Kashef Qaadri, Vice Mayor
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

5.3) Adopted Resolution No. 84-25 titled, "Approving the Agreements for On-Call Construction Management and Inspection Services with 4LEAF Inc., Consor PMCM Inc., GFT Infrastructure Inc., MNS Engineers Inc., Pakpour Consulting Group Inc., Swinerton Management & Consulting, and Unico Engineering Inc."; and Resolution No. 85-25 titled, "Approving an Amendment to the Agreement with Pakpour Consulting Group Inc. for On-Call Development Review."

This item was pulled from the Consent Calendar by Councilmember Morada for clarifying questions.

On a motion by Vice Mayor Qaadri and seconded by Councilmember McCorriston, and by unanimous vote, the City Council adopted Consent Calendar item 5.3.

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

6) PUBLIC HEARING – None.

7) UNFINISHED BUSINESS

7.1) Introduction of an Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) of the Dublin Municipal Code

The City Council received a presentation on an ordinance amending the Dublin Municipal Code regarding the use of electric bicycles, electric scooters, electric personal assistive mobility devices, and electric motorized boards operating within the City and clarifications to enhance public safety.

Mayor Hu opened the public comment period.

Mitchell Ha provided public comment.

Aveer Hayer provided public comment.

Mayor Hu closed the public comment period.

On a motion by Councilmember Josey, seconded by Councilmember McCorriston, and by unanimous vote, the City Council waived the reading, and introduced an Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code.

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

8) NEW BUSINESS

8.1) Introduction of an Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code

The City Council received a presentation on an ordinance amending the Dublin Municipal Code relating to purchasing policy thresholds.

Mayor Hu opened the public comment period. Upon receiving no public comment, Mayor Hu closed the public comment period.

On a motion by Vice Mayor Qaadri, seconded by Councilmember Josey, and by unanimous vote, the City Council waived the reading, and introduced an Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code.

RESULT:	**INTRODUCED [UNANIMOUS]**
MOVED BY:	Kashef Qaadri, Vice Mayor
SECOND:	Jean Josey, Councilmember
AYES:	Hu, Josey, McCorriston, Qaadri, Morada

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).

10) ADJOURNMENT

Mayor Hu adjourned the meeting at 8:36 PM.

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Francis Ranch Development Public Art Agreement
Prepared by: Shaun Chilkotowsky, Parks & Community Services Manager

EXECUTIVE SUMMARY:

The City Council will consider approving an agreement with Trumark Homes governing the acquisition and installation of the public artwork to be installed as part of the Francis Ranch Development.

STAFF RECOMMENDATION:

Adopt the **Resolution** Approving an Agreement for the Acquisition and Installation of Public Art by Developer for the Francis Ranch Development.

FINANCIAL IMPACT:

There is no impact on City funds as this is developer-installed artwork. Trumark Homes' public art obligation for this project is estimated at $1,534,580.

DESCRIPTION:

Background

Chapter 8.58 of the Dublin Municipal Code (Public Art Program Contribution) establishes requirements and procedures for developer contributions to public art in the City. Generally, all new non-residential development, and new residential development in excess of 20 residential units, is subject to a public art contribution. The developer can make the contribution in the form of either:

1) a public art project acquired and installed on site, valued at 0.5 percent of the development project's building valuation, exclusive of land; or
2) a monetary contribution to the City's Public Art Fund, valued at a certain percent of the development's building valuation, exclusive of land, as follows:
    a. 0.5 percent for residential developments in excess of 20 units, or for non-residential buildings more than 50,000 square feet.
    b. 0.45 percent for non-residential buildings less than 50,000 square feet.

Francis Ranch Public Art

The Francis Ranch development is located on a 165.5-acre site and will include 573 residential units. More specifically, the project will include six neighborhoods, two neighborhood parks totaling 11 acres, and a two-acre public/semi-public site for affordable housing. The project site, owned by Arroyo CAP IV-3 (Arroyo) and TH East Ranch Dublin LLC (Trumark Homes), straddles existing Croak Road with Jordan Ranch to the west, Positano to the north, and undeveloped land to the east and south. Trumark Homes, as Developer, has elected to install public art on site.

Artwork Design and Location

The series of 18 artworks, designed by local artist Eric Powell, will be located in two public parks being constructed as part of the development project. The parks comprise 11 acres and include a mix of passive and active use amenities. The artworks include artistic arches or gateways into the parks and playgrounds, large scale steel sculptures, artistic light poles, and wood benches. The detailed proposal is included with this Staff Report as part of Attachment 2.

The City will own the land where the future artworks will be located, and upon successful installation and project acceptance, Trumark Homes will transfer ownership of the artworks to the City as well. As the owner of the artworks, the City will take on maintenance responsibilities, and Trumark Homes will provide a one-time payment of $50,000 to the City to cover future maintenance costs.

Artwork Review Process

On August 18, 2024, Trumark Homes and artist Eric Powell attended the Farmers Market at Emerald Glen Park to present the artwork proposal to the community and solicit feedback. Overall, the community was supportive of the project and highlighted the artworks' deep connection to the surrounding landscape. At its meeting on November 18, 2024, the Parks and Community Services Commission reviewed the art and expressed support for the proposal, particularly for how the artist was able to utilize art to connect the site's agricultural past with its vibrant, active future. At its December 12, 2024 meeting, the Heritage and Cultural Arts Commission reviewed the proposal and voted unanimously to recommend the artwork to the City Council for final approval. On January 14, 2025, the City Council approved the artwork proposal.

Public Art Agreement

The Dublin Municipal Code requires that, for on-site public art, developers must execute an agreement with the City which sets forth the ownership, maintenance responsibilities, and insurance coverage for the project. The proposed Agreement for the Acquisition and Installation of Public Art (Attachment 2) meets this obligation for the Francis Ranch art project.

Trumark's agreement with the artist (Exhibit A of Attachment 2), which was executed in June 2023, anticipated completion of the artwork by December 2024. Due to changes in the timeline for the overall Francis Ranch development, the initial agreement timeline between the artist and Developer is no longer relevant, and the City desires to have the Public Art timeline

coincide with the overall development and park construction. The proposed Agreement provides that, should the artwork not be done before occupancy, the Developer will be required to obtain a faithful performance bond and a labor and materials bond to ensure it is completed as proposed.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

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

ATTACHMENTS:

1) Resolution Approving an Agreement for the Acquisition and Installation of Public Art by Developer for the Francis Ranch Development
2) Exhibit A to the Resolution – Agreement for the Acquisition and Installation of Public Art by Developer for the Francis Ranch Development

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING AN AGREEMENT FOR THE ACQUISTION AND INSTALLATION OF PUBLIC ART BY DEVELOPER FOR THE FRANCIS RANCH DEVELOPMENT

WHEREAS, The Francis Ranch Development, owned by TH East Ranch Dublin LLC (Trumark Homes) ("Developer") and Arroyo CAP IV-3 (Arroyo), is located on a 165-acre site that includes the construction of 573 residential units; and

WHEREAS, Developer is required under Dublin's Public Art Ordinance, Municipal Code section 8.58.060(A), to install Council-approved public art; and

WHEREAS, on January 14, 2024, City Council approved Developer's proposed public artwork by artist Eric Powell; and

WHEREAS, Developer has entered into a contract with artist Eric Powell to complete the approved artwork; and

WHEREAS, Dublin's Public Art Ordinance, Municipal Code section 8.58.070(D) requires that Developer execute an agreement with the City which formalizes public art obligations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby approve the Public Art Agreement for the Francis Ranch Development, 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 21st day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

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AGREEMENT FOR THE ACQUISITION AND INSTALLATION OF PUBLIC ART BY DEVELOPER FOR THE FRANCIS RANCH DEVELOPMENT

This AGREEMENT FOR THE ACQUISITION AND INSTALLATION OF PUBLIC ART BY DEVELOPER ("**Agreement**") is dated as of October 21, 2025 ("**Effective Date**"), and is entered into between the CITY OF DUBLIN, a California municipal corporation ("**City**"), TH EAST RANCH DUBLIN LLC, a California limited liability company ("**Developer**"), and ARROYO CAP IV-3, LLC, a Delaware limited liability company ("**Owner**"). City, Developer, and Owner may be referred to individually as a "Party" or collectively as the "Parties." City, Developer, and Owner enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**"):

RECITALS

A. Owner is the owner of property in the City of Dublin ("**City**") commonly known as 4038 Croak Road (APNs 905-2-8 through 10, 15 through 18, 21, 23; 905-22-1 through 77, inclusive; 905-22-101 through 905-22-103, inclusive; 905-22-110; 905-23-92; 905-24-01 through 70, 905-24-75 through 94, inclusive; 905-24-99 through 905-24-122, inclusive) ("**Owner's Property**") and Developer is the owner of property in the City (APNs 905-22-23 through 43, inclusive; 905-23-8; 905-23-9; 905-23-23; 905-23-24; 905-23-68; 905-23-69; 905-24-71 through 74, inclusive; 905-24-95 through 98, inclusive) ("**Developer's Property**", and together with Owner's Property, the "**Property**").

B. Owner and Developer entered into (i) an Option Agreement dated September 28, 2023, wherein Owner granted an option to Developer to purchase and acquire the Owner's Property in successive takedown closings on a lot-by-lot basis for the construction of a residential development project, and (ii) a Construction Agreement dated September 28, 2023, with Trumark Construction Services, Inc., an affiliate of Developer, wherein Trumark Construction Services, Inc., agree to, among other things, develop and install on-site and off-site grading, backbone and infrastructure and other improvements in connection with development of the Property (the "**Project**").

C. City will become the owner of two neighborhood parks totaling 11.0 acres within the Project (the "**City Parks**") following their dedication by Developer and subsequent acceptance by the City. Developer will cause the installation of a public art project on the City Parks, which will be solely owned and maintained by the City in accordance with the provisions outlined in the Agreement.

D. On December 7, 2023, the City Council adopted Resolution No. 140-21 finding the Project exempt from CEQA and approved Vesting Tract Map No. 8563 (the "**Map**"). On March 14, 2023, the Planning Commission adopted Resolution No. 23-02 and approved the Site Development Review Permit (PLPA-2022000018). Map condition of approval number 16 (the "**Condition**") requires Developer to acquire and install a public art project in accordance with Chapter 8.58 of the City Municipal Code valued at a minimum of One Million Five Hundred Thirty Four Thousand, five hundred eighty, and 35/100 Dollars ($1,534,580.35), to comply with the Project's public art compliance report submitted by the Developer and on file with the City, and to, prior to issuance of a Certificate of Occupancy for the 286th residential unit on the Property (a) secure completion of the public art project in a manner deemed satisfactory to the City and (b) execute an

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agreement between the City and Developer that sets forth the ownership and insurance coverage for the public art project.

E. Developer entered into a Public Art Agreement with Eric Powell, a sole proprietor ("**Artist**"), on or around June 7, 2023 ("**Artist Agreement**"). Under the Artist Agreement, the Artist agreed to design, fabricate and install public art on the City Parks. The Artist Agreement contains warranties, standards and releases. A copy of the Artist Agreement is attached hereto and incorporated herein by reference as **Exhibit A**.

F. On December 12, 2024, the Heritage and Cultural Arts Commission reviewed the proposed public art project prepared by the Developer ("**Public Art**") and recommended approval of the Public Art to the City Council. The Public Art consists of 10 "Cloud Lanterns", 2 Illuminated Sculptures, 2 Bird Arches and 4 benches from Heritage Trees, as approved by the City Council and Heritage Commission. The Public Art design concepts and general installation locations are set forth in **Exhibit B**, which is attached hereto and incorporated herein by reference, as modified to conform to the improvement plans for the City Parks approved by City and to adjust for field conditions encountered when installing the Public Art.

G. The Parties desire to enter into this Agreement to memorialize the City's approval of the Public Art. Further, compliance with this Agreement is intended to fully satisfy the Condition and Developer's obligation to enter into an agreement setting forth ownership, maintenance responsibilities, and insurance coverage for the Public Art.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF CITY, OWNER AND DEVELOPER SET FORTH IN THIS AGREEMENT, CITY, OWNER AND DEVELOPER AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. PUBLIC ART INSTALLATION, OWNERSHIP, AND MAINTENANCE

1.1 License, Installation, and City Manager Determination. City hereby grants Developer an irrevocable license (the "**License**") to enter the City Parks to install the Public Art on the City Parks at the locations set forth in **Exhibit B**. The License shall terminate upon City's delivery of the Acceptance Notice (as defined below) to Developer and Artist. Developer is solely responsible for ensuring that installation of the Public Art complies with the Visual Artists Rights Act of 1990 ("**VARA**") and the California Artists Preservation Act ("**CAPA**") to the extent applicable and Developer is solely responsible for obtaining any necessary waivers, releases or permission from the Artist pursuant to the aforementioned statutes prior to installation. Developer represents and warrants to the City that Artist, and where applicable, Artist's employees, agents, and any subcontractors, have and shall keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals of whatsoever nature that are legally required to practice their respective professions, at no cost to the City. In addition to the foregoing, Developer represents and warrants to the City that Artist and, where applicable, any subcontractors shall obtain and maintain during the term of this Agreement any licenses required by the City in order to be in compliance with all applicable regulatory requirements and any building permit, encroachment permit or other permits necessary for installation, building and/or encroachments. In addition, Developer is responsible for obtaining, prior to installation,

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all necessary waivers, releases and permission from the Artist pursuant to the aforementioned statutes to permit the City to remove or relocate the Public Art in the event that the Public Art conflicts with future improvements or future plans proposed by the City. Developer shall provide City with evidence of such waivers prior to installation. Within five (5) working days of notice of the installation, the City Manager, or his designee, shall determine if the Public Art has been completed in a satisfactory manner, which determination shall not be unreasonably withheld, conditioned or delayed and shall be made if in the determination of the City Manager, the Public Art is in substantial compliance with **Exhibit A**. If the City Manager determines that the Public Art is not in compliance with the approvals in **Exhibit A**, the City Manager shall provide written notice to Developer and Owner specifying the corrective work needed for compliance within this five (5) day time period. If City Manager fails to provide written notice of the need for corrective work within such five (5) day time period, the Public Art shall be deemed to be in substantial compliance with **Exhibit A**. In the event that corrective work is required to bring the Public Art into compliance, Developer will notify the City upon completion of the corrective work, and the City Manager will again be permitted five (5) working days to inspect the work as provided in this paragraph. If the City Manager reasonably determines that additional time is needed in order to evaluate whether the Public Art is in compliance with aforementioned approvals, the City Manager will provide written notice to the Developer and Owner within the five (5) working day period advising of the need for additional time, such additional time not to exceed ten (10) additional working days, and provide the factual basis to support the need for the additional time. In the event City fails to notify Developer of the need for additional time or to approve of the Public Art, the Public Art shall be deemed to be in substantial compliance with **Exhibit A** and such deemed substantial compliance shall in no event delay home sales or the issuance of any certificates of occupancies.

1.2 Controlling Agreement. In the event of any inconsistencies between this Agreement and the Artist Agreement, this Agreement shall govern.

1.3 Ownership and Maintenance. Within five (5) business days of City's approval or deemed approval of the Public Art, as set forth in Section 1.1 above, City shall accept the Public Art from the Artist and evidence the same by written notice to the Artist and Developer (the "**Acceptance Notice**"). Thereafter, City shall own and maintain the Public Art. Within three (3) business days of City's delivery of the Acceptance Notice to Developer, Developer shall pay City Fifty Thousand and 00/100 Dollars ($50,000.00) (the "**Maintenance Fee**") for maintenance of the Public Art which shall be paid out of the total budget for the Public Art. City shall maintain the Public Art, at its sole cost and expense in the event the cost of maintenance exceeds the Maintenance Fee, in good repair and condition and in accordance with the general maintenance plan prepared by the Artist under the Artist Agreement. City will use reasonable efforts to maintain the Public Art in good repair and condition.

1.4 Security. If the installation of the Public Art will not take place prior to occupancy of the Project, Developer shall furnish City with the following security in a form satisfactory to the City Attorney for the installation of Public Art.

1.4.1 Faithful Performance. A corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California in favor of and payable to the City equivalent to one hundred percent (100%) of the estimate set forth in

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Exhibit C and sufficient to assure City that the Public Art will be satisfactorily installed. Any bond shall be subject to approval as to form by the City Attorney, which such approval shall not be unreasonably withheld, delayed, conditioned or denied.

1.4.2 Labor and Materials. A corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California in favor of and payable to the City equivalent to one-hundred percent (100%) of the estimate set forth in **Exhibit C** and sufficient to assure City that persons furnishing labor, materials, or equipment shall be paid therefore. Any bond shall be subject to approval as to form by the City Attorney, which such approval shall not be unreasonably withheld, delayed, conditioned or denied.

1.4.3 City shall be the sole indemnitee named on any security required by this Agreement.

1.4.4 Within five (5) calendar days of notice of the installation, the City Manager, or his/her designee, shall determine if the Public Art has been completed and installed in substantial compliance with this Agreement, and the applicable Artist Agreements, as applicable, which determination shall not be unreasonably withheld, conditioned or delayed. The security set forth in this Section 1.4 shall be released upon such determination. If such determination cannot be made, the City Manager shall provide written notice pursuant to Section 2.2 specifying the corrective work needed for compliance within this five (5) day time period. In the event that corrective work is required to bring the Public Art into compliance, Developer will notify the City upon completion of the corrective work, and the City Manager will again be permitted five (5) days to inspect the work as provided in this paragraph.

1.5 Modifications; Relocation. Developer intends to display the Public Art as originally created by Artist substantially in the locations set forth on **Exhibit B**. Notwithstanding the foregoing, Developer may make minor modifications to the Public Art and/or relocate the Public Art with the consent of the Director of Parks and Community Services, which shall not be unreasonably withheld, conditioned or delayed.

1.6 Visual Barriers. Developer agrees that no structures or visual barriers of any kind that impair or impede the public's ability to view the Public Art shall be constructed or maintained on or adjacent to the Public Art, nor shall Developer do anything that shall prevent, impair, or discourage the public's ability to view the Public Art.

1.7 Insurance and Indemnification.

1.7.1 Commercial General Liability and Automobile Liability Policies. Throughout the fabrication and installation of the Public Art as contemplated by this Agreement, Developer and Artist are required to secure and maintain commercial general liability and automobile liability policies covering personal injury or property damage associated with the Public Art and fabrication and installation thereof, such insurance shall include a combined single limit policy of liability insurance not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate insurance during the fabrication and installation phases of the Public Art as set forth further in the Artist Agreement.

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1.7.2 All Policy Requirements. Developer shall provide City with verification of the required insurance under the Artist Agreement. All insurance policies contemplated by this Section shall be placed with insurers with a Bests' rating of no less than A:VII and shall name the City and its officers, officials, employees and volunteers as an additional insured on all such policies. 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. Any failure of Developer to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers. Developer shall notify City within 14 days of notification from Developer's insurer if such coverage is suspended, voided or reduced in coverage or in limits. In the event that any policy contemplated in this Section includes a self-insured retention payment of which is limited to the named insured, such policy will be modified by special endorsement to allow for payment of the self-insured retention by additional insureds.

1.7.3 Indemnification. To the fullest extent permitted by law, Developer shall hold harmless, indemnify and, at the City's request, defend City (with counsel reasonably acceptable to City), its officers, employees, authorized agents, boards and commissions, whether elected or appointed, from and against all third party claims, demands, actions, causes of action, losses, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees or obligations, for or in connection with any claim that the Artist's rights under VARA or CAPA have been violated, as well as in connection with any claim related to personal injury (including, but not limited to, death) or damage to property (both real and personal) to the extent caused by the negligence or willful misconduct of Developer, its agents, contractors, subcontractors, or employees in the performance of this Agreement. The foregoing hold harmless statement of Developer shall apply regardless of whether or not City has approved the plans or specifications for the Public Art and regardless of whether or not insurance policies have been determined to be applicable to any such damages or claims for damages.

1.8 Satisfaction of the Condition. City agrees that compliance with this Agreement shall fully satisfy the Condition. Provided Developer is in substantial compliance with this Agreement, and has otherwise fulfilled any other requirements and conditions specifically outlined in the Site Development Review Permit (PLPA-2022000018), and other related agreements that are part of or related to the Condition, the City may not withhold (a) issuance of Project building permits and/or certificates of occupancy, including but not limited to the first certificate of occupancy for the Project, or (b) acceptance of a completed tract within the Property, based on the Condition. Further, this Agreement shall fully satisfy the Condition as the same is imposed on APN 905-20-1 through 905-20-91; 905-23-1 through 7, inclusive; 905-23-10 through 22, inclusive; 905-23-25 through 905-23-67, inclusive; and 905-23-70 through 905-23-91, inclusive, owned by Taylor Morrison of California, LLC, a California limited liability company ("**Taylor Morrison**"), for certain real property located in the City of Dublin, County of Alameda, State of California as more particularly described in that certain Agreement for Purchase of Real Property and Preliminary Escrow Instructions dated November 3, 2023 by and between Taylor Morrison and Developer, as amended. Taylor Morrison shall be a third party beneficiary to the previous sentence with all rights to enforce the same as though it were a party to this Agreement. Furthermore, this Agreement shall satisfy the obligations imposed on any subsequent owner of any portion of the Project to satisfy the Condition for such subsequent

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owner's development of the portion of the Project acquired by such subsequent owner, and such subsequent owner shall be a third party beneficiary to this sentence with all rights to enforce the same as though it were a party to this Agreement.

2. GENERAL PROVISIONS

2.1 Incorporation of Recitals. The Recitals set forth above are true and correct and incorporated into this Agreement by reference.

2.2 Notices, Demands and Communications Between the Parties.

2.2.1 Delivery. Any and all notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper if in writing and dispatched by messenger for immediate personal delivery, nationally recognized overnight (one business day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated in this Section. Notices may be sent in the same manner to such other addresses as the Parties may from time to time designate by notice in accordance with this Section. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, one business day after delivery to a nationally recognized overnight carrier or two (2) calendar days after it is placed in the United States mail in accordance with this Section 2.2.1. Any attorney representing a Party may give any notice on behalf of such Party.

2.2.2 Addresses. The notice addresses for the Parties, as of the Effective Date, are as follows:

To Developer:

Name:	TH East Ranch LLC
Address:	3001 Bishop Dr., Suite 100
City, State ZIP:	San Ramon, CA 94583
Attn:	Tony Bosowski
Telephone:	(925) 999-3972
Email:	tbosowski@trumarkco.com

With a copy to: (Developers' attorney)

Name:	Jackson Tidus
Address:	2030 Main Street, Suite 1500
City, State ZIP:	Irvine, CA 92614
Attn:	Sonia Lister
Telephone:	(949) 851-7408
Email:	slister@jacksontidus.law

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To Owner:

Name:	Arroyo Cap IV-3, LLC
Address:	18575 Jamboree Road, Suite 350
City, State ZIP:	Irvine, CA 92612
Attn:	Jeffrey Brouelette
Telephone:	(949) 272-1172
Email:	jbrouelette@arroyocapital.com

To City:

Name:	City of Dublin
Address:	100 Civic Plaza
City, State ZIP:	Dublin, California 94568
Attn:	City Manager
Telephone:	(925) 833-6650
Email:	city.manager@dublin.ca.gov

With a copy to:

Name:	Redwood Public Law
Address:	409 13th Street, Suite 100
City, State ZIP:	Oakland, California 94612
Attn:	John D. Bakker, Esq.
Telephone:	(510) 721-3210
Email:	john.bakker@redwoodpubliclaw.com

2.3 Relationship of Parties. The Parties each intend and agree that City and Developer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

2.4 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages.

2.5 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same default or the same rights or remedies for any other default by the other Party or Parties.

2.6 Principles of Interpretation. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles

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of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

2.7 Governing Law. The procedural and substantive laws of California shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County of Alameda, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of California in and for the County of Alameda or in the United States District Court with jurisdiction in the County.

2.8 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any Party or give any third person any right of subrogation or action over or against any Party.

2.9 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

2.10 Legal Costs. In the event that a Party brings an action to enforce this Agreement or otherwise arising out of this Agreement, the prevailing Party in such action shall be entitled to recover from the other Party its Legal Costs (which shall be defined to include all reasonable costs and expenses such Party incurs in any legal proceeding, or other matter for which such Party is entitled to be reimbursed for its Legal Costs, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses).

2.11 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Public Art.

2.12 Waivers and Amendments. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the appropriate authorities of the Parties. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

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2.13 Assignment. Developer and Owner may assign the rights, interests and obligations of Developer and/or Owner arising under this Agreement to a homeowners' association formed for the Project or to a successor in interest or assignee of Developer or Owner at which point Developer and Owner shall have no further liability hereunder. Developer shall notify the City in writing of the assignment at least thirty (30) calendar days following completion of the assignment. Owner has the right, but not the obligation, to assume Developer's obligations by delivering a notice of Owner's assumption to City (provided that such assumption by Owner shall not release Developer from its obligations hereunder pursuant to the terms of this Section 2.13).

2.14 Successors and Assigns. All references to the Developer in this Agreement shall be deemed to refer to and include TH East Ranch LLC, a California limited liability company, and all successors and assigns to TH East Ranch LLC, a California limited liability company.

2.15 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

2.16 Counterparts. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one agreement, binding on all Parties, even though all Parties are not signatory to the same counterpart. The Parties agree to accept signed copies of this Agreement transmitted by electronic facsimile copies as original documents. The Parties acknowledge that copies of this Assignment may be transmitted by a Party over the Internet and printed by the recipient and that the printed document may contain different type styles and type sizes, different pagination and different formatting that the original copy of the Assignment in the possession of the Party sending the Assignment. The Parties agree that any such copies of this Assignment shall be accepted by the Parties as true and correct originals of the Assignment so long as the actual text of the Assignment remains the same. This Agreement constitutes the entire understanding and Agreement of the Parties regarding the subject matter of this Agreement.

[Signatures on following page]

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IN WITNESS WHEREOF, the Parties have signed this Agreement by and through the signatures of their respective authorized representative(s) as follow:

CITY:

CITY OF DUBLIN, a California municipal corporation

By: _____

Name: _____

Title: City Manager

DEVELOPER:

TH EAST RANCH DUBLIN LLC, a California limited liability company

By: Signed by: Anna Sipes 06EC4FCE8E37411...

Name: Anna Sipes

Title: Senior Project Manager

ATTEST:

By: _____

Name: _____

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

[Owner signature page to follow]

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OWNER:

ARROYO CAP IV-3, LLC,
a Delaware limited liability company

By: Arroyo Cap IV-2, LLC,
a Delaware limited liability company
its sole member

By: Arroyo Capital IV, LLC,
a Delaware limited liability company
its sole member

Signed by:
By: Jeffrey Brouelette
DA993E230CEE4DB...
Name: Jeffrey Brouelette
Title: President

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EXHIBIT A

Artist Agreement

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PROFESSIONAL SERVICES AGREEMENT

Between

TH EAST RANCH DUBLIN, LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583
Telephone No: (925) 999-3950

Herein called "**Owner**", and the following Consultant:

ERIC POWELL ARTS
1304 Carleton Street
Berkeley, CA 94702
(415) 407-5060

Herein called "**Consultant**".

This Agreement dated for reference purposes **June 21, 2023,** and all of its attachments (including the General Terms and Conditions), exhibits, addenda and/or other documents (herein collectively "Agreement") is entered into between Owner and Consultant in connection with the following described tasks to be performed by Consultant. It is mutually agreed as follows:

Consultant will furnish at its expense, all labor, materials, and equipment necessary to complete the following described tasks for the tract or project hereinafter described, in accordance with the Scope of Work attached hereto as EXHIBIT A, relating to this tract or project and for the price and upon the General Terms and Conditions hereinafter set forth, which are included in this Agreement. **To the extent there is any conflict in terms, the terms of this Professional Services Agreement and attached General Terms & Conditions shall supersede Consultant's terms and conditions included in EXHIBIT A.**

A. **Description of Services: Professional Services Agreement for Public Art –**more fully described in attached EXHIBIT A. Any documents provided to the consultant will be listed in attached EXHIBIT C.

B. **Project Name**: **CROAK**

C. **Location of Project**: DUBLIN, CA

D. **Time for Performance**: Consultant has already commenced work and will diligently continue performance thereafter until completion of services.

E. **Payment Amount/Terms**: In accordance with the attached Scope of Work provided in EXHIBIT A and outlined in attached EXHIBIT B and D, payment for services will be as follows:

Professional Services Agreement, dated 6/21/2023	$ 1,152,125.00
PROFESSIONAL SERVICES AGREEMENT TOTAL	**$1,152,125.00**

All future payments will be made in accordance with the Paragraph 2 of the General Terms and Conditions of this Agreement. Any work that Consultant deems to be outside the Scope of Work attached will need to be submitted for approval, in writing, prior to commencing said work.

Initial _____ _____

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F. **Information regarding Consultant:**

Consultant's Business License No: BL-046888

Consultant's Federal Employer Identification No: 94-3361712

Consultant's Insurance Agent and address:

Kent Alexander or Carleen Butz

Brady-Harbord-Payne Insurance Brokers

3608 Grand Avenue Oakland, CA 94610 Phone: (510) 318-3051

Name and Title of Consultant's Authorized Representative to Execute this Agreement and Change Orders:

Eric Powell

Eric Powell

Form of Business Organization

___Corporation
___Limited Liability Company
__X_ Sole Proprietorship
____ Partnership

Dated: 07/07/23 | 10:43 AM PDT

TH East Ranch Dublin, LLC

By: [signature]

Garrett Hinds/Vice President of Architecture Design

By: Tony Bosowski

Tony Bosowski/Division President

THIS AGREEMENT IS MADE SUBJECT TO THE PROFESSIONAL SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS SET FORTH ON THE FOLLOWING PAGES HEREOF. PLEASE INDICATE YOUR AGREEMENT BY SIGNING, DATING AND RETURNING A COPY OF THIS AGREEMENT.

Dated: 07/03/23 | 10:14 PM PDT

Eric Powell Arts

By: Eric Powell

Name: Eric Powell

Title: Artist

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PUBLIC ART AGREEMENT BETWEEN
TH East Ranch Dublin LLC AND ERIC POWELL

THIS AGREEMENT (this "Agreement") is made by and between TH East Ranch Dublin LLC, a Delaware limited liability company ("Trumark") and ERIC POWELL, a sole proprietor ("Artist") as of June 30, 2023, for the purposes and on the terms and conditions set forth below.

RECITALS

WHEREAS, Trumark is the owner of property located in the City of Dublin ("City") generally located on Croak Road, north side of Highway 580 (known as Croak Ranch) (APN: 905-0002-001-01 and 905-0002-002) ("Property") and intends to develop up to 573 dwellings units on the Property ("Project"); and

WHEREAS, the City conditions of approval for the Project require Trumark to acquire and install a public art project in accordance with Chapter 8.58 of the City Municipal Code, to comply with a Public Art Compliance Report, and to, prior to first occupancy, (a) secure completion of the public art project in a manner deemed satisfactory to the City and (b) execute an agreement between the City and Trumark that sets forth the ownership, maintenance responsibilities and insurance coverage for the public art project. The public art project is subject to the approval of the City Council; and

WHEREAS, Trumark requires the services of Artist to perform artistic services described in this Agreement for the Project's public art project, including but not limited to design, fabrication and installation of the public art project ; and

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

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

AGREEMENT

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on **December 2024**, and Artist shall complete the Work described in Exhibit A prior to that date, as set forth further in the Performance and Payment Schedule described in Exhibit B, unless the term of the Agreement is otherwise terminated or extended, as provided for in this Agreement. The time provided to Artist to complete the Work required by this Agreement shall not affect Trumark's right to terminate the Agreement, as provided for in this Agreement.

EP

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1.2 **Standard of Performance.** Artist shall perform the Work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Artist is engaged in the geographical area in which Artist practices its profession. Artist shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Artist's profession. All Work shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Artist represents that it is experienced in providing such Work and has all permits, qualifications and approvals of whatever nature that are legally required to perform the Work and that such licenses and approvals shall be maintained throughout the term of this Agreement.

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

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

1.5 **Supervision**. Artist shall supervise its own employees, as well as its consultants and contractors of all tiers and their employees, and coordinate its Work and the Work of all consultants and contractors in order to complete the Work in accordance and compliance with all the terms and conditions of this Agreement.

1.6 **Defined Terms**. For purposes of this Agreement, the following terms shall have the meaning set forth below:

"Artist Contract" shall mean any written contract between Artist and a Consultant or Contractor pursuant to which such Consultant or Contractor is to perform a portion of the Work.

"Consultant" means a person or entity that has a direct contract with Artist to perform architectural, design, engineering, or other services for the Work.

"Contractor" means a person or entity, other than a Consultant, that has a direct contract with Artist to perform any of the Work (including providing any labor, materials, equipment, supplies and services of any nature) for the Work and any subcontractors of Contractor.

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"Costs" means all costs incurred by Artist in performing, or causing to be performed, the Work or identified as such in this Agreement. The Costs includes, but is not limited to: (a) Contractor, Consultant and supplier costs; (b) costs of material and equipment and related costs for transportation, storage, installation, maintenance, removal of materials, supplies, facilities, machinery, equipment, and small tools used during performance of the Work, rental charges, debris removal, document reproduction, and off-site stored materials and equipment; (c) temporary electricity, water and other utilities; (d) costs to correct Work; (e) premiums for insurance; (f) permit fees, taxes, building fees, assessments, licenses, inspection costs, laboratory and testing fees, royalties, and deposits; (g) legal costs associated with this Agreement; (h) travel and related costs; and (i) any other costs or expenses incurred in connection with the Work.

Section 2. **SCOPE OF WORK:** Artist shall provide the Work for the East Ranch public art project as more specifically described in Exhibits A and B of this Agreement.

2.1 Trumark shall be responsible for providing the Artist, without cost, copies of designs, drawings, civil reports, landscape reports and geotechnical file and reports, and other relevant data needed by the Artist to design and execute the Work.

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

2.3 Trumark may, at any time, request the Artist in writing to (a) revise portions of the Work that he has not previously completed; (b) delete portions of the Work that the Artist has not yet performed; (c) perform additional work beyond the Scope of Work provided in Exhibit A; and, (d) make other changes within the general scope of the Work to be performed under this Agreement.

Section 3. **COMPENSATION.** Trumark hereby agrees to pay Artist a sum not to exceed $1,150,250.00 as specified in Exhibit B, notwithstanding any contrary indications that may be contained in Artist's proposal, for Work to be performed under this Agreement. Trumark shall pay Artist for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified in Exhibit B shall be the only payments from Trumark to Artist for services rendered pursuant to this Agreement and, from such payments, Artist shall pay any and all Costs. Artist shall submit all invoices to Trumark in the manner specified herein. Except as specifically authorized by Trumark, Artist shall not bill Trumark for duplicate services performed by more than one person.

Artist and Trumark acknowledge and agree that compensation paid by Trumark to Artist under this Agreement is based upon Artist's estimated costs of providing the Work required hereunder, including salaries and benefits of employees, consultants and subcontractors of Artist, and any and all materials, equipment and related expenses. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Artist and its employees, agents, and subcontractors may be eligible. Except as otherwise provided herein, Trumark

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therefore has no responsibility for any costs, expenses or contributions beyond compensation paid to Artist under this Agreement. To the extent the payments specified in Exhibit B are not sufficient to pay the Costs, then Artist shall be solely responsible for paying the difference.

3.1 **Invoices.** Artist shall submit invoices for work associated with the completion of a phase as set forth in Exhibit B, not more often than once a month during the term of this Agreement. Artist shall advise Trumark in writing when Artist has completed all obligations, services and deliverables under this Agreement for a phase, and Trumark shall review the applicable Work for initial acceptance and payment. Invoices received and approved before the 25th will be paid by the 25th of the following month, but invoices received and approved after the 25th will be paid by the 25th of the second following month. Invoices shall contain the following information:

- Serial identifications of each billable phase; i.e., Bill No. 1 Phase I for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, the Artist's signature.
- All bills, invoices, itemized payment schedules, lien releases, vouchers, statements, payroll records, receipts and any other documents evidencing the total amount expended, incurred or due.
- Such other documents in form, scope and substance Trumark shall reasonably require.

3.2 **Total Payment.** Trumark shall pay for the Work to be rendered by Artist pursuant to the express terms of this Agreement. Trumark shall not pay any additional sum for any expense or cost whatsoever incurred by Artist in rendering services pursuant to this Agreement. Trumark shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

Trumark shall have the right to pay any Contractor or Consultant directly and to deduct the same from any compensation due and payable to Artist.

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

3.4 **Payment upon Termination.** In the event that Trumark or Artist terminates this Agreement, Trumark shall compensate the Artist for all outstanding costs and reimbursable expenses incurred for Work satisfactorily completed for any particular Phase as of the date of written notice of termination, not to exceed the amounts set forth on Exhibit B. Artist shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

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3.5 **Authorization to Perform Services.** The Artist is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from Trumark.

Section 4. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Artist shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Work required by this Agreement.

Section 5. **RESPONSIBILITY OF THE ARTIST**

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

5.2 The Artist shall be responsible for providing services described in Exhibit A, including but not limited to, the quality and timely completion of the services. As part of the Work, Artist shall be responsible for designing the artwork, as described in Exhibit A, so that it can be constructed without exceeding the approved overall budget for the artwork of $1,151,250.00, The Artist shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his/her Work.

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

5.4 The risk of loss or damage to the Work shall be borne by the Artist until final acceptance by Trumark. The Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance by Trumark, including but not limited to storing the Work pending installation. Furthermore, upon scheduled delivery of the Work, should Artist find an adverse site condition that prevents installation of the Work as scheduled, Artist shall notify Trumark and Trumark shall be responsible for the safe storage of the Work pending installation.

Section 6. **TIMELY PROVISION OF SERVICES; DAMAGES FOR DELAYED PERFORMANCE:** The parties agree that in the performance of the terms and requirements of this Agreement by the Artist that time is of the essence. Artist shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Artist's obligations pursuant to this Agreement. The Work shall be completed according to the schedule set forth in Exhibit B and all Work shall be complete, and ready for Trumark's final acceptance, by December 2024.

6.1 **Damages for Delayed Performance.** Subject to reasonable proof and documentation confirming the same submitted by Trumark, Artist shall be liable for any actual damages resulting, directly or indirectly, from delays in performance caused by Artist's acts or omissions, including but not limited to Project construction or occupancy delays. Damages may include, but are not limited to the cost to retrofit the Work installation area should Artist not meet installation schedule as specified in Exhibit B. The Artist shall not be liable

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to Trumark for damages resulting from delays caused by force majeure or by acts or omissions of Trumark, Trumark's architect or Trumark's general contractor; other Trumark or general contractor, subcontractors or third party vandalism, except to the extent Artist failed reasonably to mitigate such damages.

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

Alex FrithCaptive Spark, Berkeley
Phone: 888.382.2643
Email: info@captivespark.com

Section 7. **APPROVAL AND FINAL ACCEPTANCE OF ARTWORK.** Payment does not imply acceptance of work. The granting of any payment by Trumark, or the receipt thereof by Artist, shall in no way lessen the liability of Artist to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that does not conform to the requirements of this Agreement may be rejected by Trumark and in such case must be replaced by Artist as soon as possible.

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

7.2 **Final Acceptance.** Artist shall advise Trumark in writing when Artist has completed all obligations, services and deliverables under this Agreement and all modifications for each phase and for final completion of the Work. Trumark promptly shall send a notice of

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response identifying in writing any obligations, services or deliverables that Artist has not satisfactorily met, any defects in Artist's performance, and the requirements for Artist to cure any such default. Artist shall have 20 days from dispatch of the notice of response to cure any defects in Artist's performance identified in Trumark's notice of response. The Work shall not be officially accepted by Trumark unless the City has also issued a resolution of final acceptance. Trumark shall make a good faith effort to promptly request a determination as to final acceptance from the City.

Section 8. WARRANTIES/STANDARDS

8.1 **Unique**. Artist warrants that the design of the Works are original to Artist and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same design, dimensions and materials as the Work in all material respects. Artist may create works that utilize or incorporate various individual art elements that comprise the Work, so long as the work utilizing or incorporating such individual elements is not exactly the same design, dimensions and materials as the Work.

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

8.3 The Artist shall faithfully perform the Work required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform work of a similar nature to the Work described in this Agreement. Artist shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Trumark, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Artist shall, immediately upon receiving notice from Trumark of such desire of Trumark, cause the removal of such person or persons, unless in the Artist's sole opinion, the skill or creativity of such person or persons is essential to the creation of the Work.

8.4 **Warranty of Workmanship.** The Artist shall guarantee his/her Work to be free from faults of material and workmanship for a period of one (1) year after installation and final acceptance of all Work by Trumark. The Artist shall deliver the Work free and clear of any liens from any source whatsoever. The foregoing guarantees shall apply only to the Work that is entirely that of the Artist or persons responsible to the Artist, as installed, and shall not apply to materials or workmanship of projects in which the Work of the Artist is integrated or combined, or to materials purchased, acquired, or installed by a person or entity not responsible to the Artist.

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

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

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

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

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

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

8.8 **Liens.** Artist shall not suffer or permit any liens of any kind to stand against the Property or the adjoining properties or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Artist, its agents, representatives, contractors, subcontractors, employees, and licensees. If any such lien shall at any time be filed against the Property or the adjoining properties as a result of Artist's (or its agents, representatives, contractors, subcontractors, employees, and licensees) action or inaction, Artist shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit or bond. If Artist shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Trumark, Trumark may, but shall not be obligated to, procure the discharge of the same and recover any amount reasonably paid or deposited by Trumark for any of the aforesaid purposes, and all legal and other expenses of Trumark, including reasonable counsel fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith.

Section 9. MAINTENANCE OF ARTWORK

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

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

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

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

9.5 The anticipated life span of the Work is no less than twenty years from the date of final acceptance of all Work by Trumark. After that time, Trumark in its sole discretion may re-evaluate the Work to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Work. If Trumark determines that, through decay, vandalism or other forces, the Work has lost its integrity to the point where it should be destroyed, Trumark shall first offer the Work to Artist free of charge and in writing.

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

10.1 Trumark shall own and have the right to relocate, repair, alter, restore, modify, or remove, in whole or part, the Work in Trumark's sole and absolute discretion; however, Trumark shall make commercially reasonable efforts to contact and confer with Artist before any permanent or temporary relocation, repairs, restorations, alterations, modifications, or removal in whole or part of the Work. Should Trumark's or Trumark's successors and assigns commercially reasonable efforts to contact and confer with Artist be unsuccessful, or should Artist decline the right to confer or provide the proposed repairs and/or restorations, Trumark or Trumark's successors and assigns shall possess full and sole authority and discretion to make, or authorize third parties to make, any and all changes, permanent or temporary relocations, alterations, repairs, restoration, modifications and removal in whole or part of the Work.

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

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claims against any future owners of the site, and their agents, officers and employees, for alteration of the Work.

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

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

Section 11. INTELLECTUAL PROPERTY AND PUBLICITY RIGHTS

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

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

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

11.2.2 **Reproduction and Distribution.** Trumark may make and distribute, and authorize the making, display and distribution of, photographs and other 2-dimensional reproductions. Trumark may use such reproductions for any Trumark -related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity,

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gifts for benefactors, documentation of City's Public Art Collection, and catalogues or similar publications. Trumark shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the Trumark, and that Artist's copyright notice is included on such reproductions. The license granted hereunder includes the right to create 2-dimensional reproductions on items such as tote-bags, T-shirts, coffee mugs and similar merchandise. Nothing hereunder shall be construed to constrain Artist from creating posters, note cards, or other reproductions of the Work with appropriate credit to Trumark.

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

11.4 **Publicity.** Trumark shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Work including all advertising and promotional materials regarding Trumark. Artist may provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © Eric Powell 2023. Artist shall be reasonably available to attend any inauguration or presentation ceremonies relating to the public dedication of the Work.

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

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

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

Section 12. OWNERSHIP OF RESULTS AND RISK OF LOSS

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

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12.2 **Risk of Loss.** The risk of loss or damage to the Work shall be borne solely by Artist until delivery of the Work to the property. Artist shall take steps to protect the Work from loss or damage until final acceptance by Trumark. Trumark shall make a good faith effort to inspect the Work within 15 days after completion so that Trumark can approve the Work in a timely fashion.

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

Section 13. **INSURANCE REQUIREMENTS.** During the term of this Agreement until final acceptance of the Work by Trumark, Artist shall procure and maintain insurance coverage that satisfies the requirements set forth on Exhibit C (and the attachments that follow) attached hereto (the "Insurance Requirements").

13.1 **Certificates**. Before Artist commences any Work at or prepares or delivers material to the Property, Artist shall provide Trumark and Trumark Construction Services, Inc. ("Builder") with both certificates of insurance and additional insured endorsements evidencing coverage and all specifications as set forth in the Insurance Requirements.

13.2 **Failure to Obtain.** Should Artist fail to comply with the Insurance Requirements, or should Artist fail to timely renew the insurance coverage required under the Insurance Requirements, Trumark shall have the right, at Trumark's election, without obligation, (1) to obtain such coverage on Artist's behalf, at Artist's expense, from any insurance carrier selected by Trumark in Trumark's sole discretion; or (2) to terminate this Agreement. Trumark shall have the right to offset the costs of premiums for such insurance against any sums payable to Artist under this Agreement.

Section 14. **INDEMNIFICATION AND ARTIST'S RESPONSIBILITIES.** Artist shall indemnify, defend with counsel mutually selected by Trumark and Artist, and hold harmless Trumark and its officials, officers, directors, partners, contractors, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Artist or its officials, officers, directors, partners, contractors, volunteers, employees, subcontractors, or agents. The foregoing obligation of Artist shall not apply when the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of Trumark or its officials, officers, directors, partners, contractors, employees, agents, or volunteers. It is understood that the duty of Artist to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Trumark of insurance certificates and endorsements required under this Agreement does not relieve Artist from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Artist acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

Section 15. STATUS OF ARTIST AS INDEPENDENT CONTRACTOR.

15.1 **Independent Contractor.** At all times during the term of this Agreement, Artist shall be an independent contractor and shall not be an employee of Trumark. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Artist and any of its officials, officers, directors, partners, contractors, volunteers, employees, subcontractors, and agents providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Trumark and City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

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

Section 16. LEGAL REQUIREMENTS.

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

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

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

16.4 **Licenses and Permits.** Artist represents and warrants to Trumark that Artist and its officials, officers, directors, partners, contractors, volunteers, employees, subcontractors, and agents have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Artist represents and

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warrants to Trumark that Artist and its officials, officers, directors, partners, contractors, volunteers, employees, subcontractors, and agents shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Artist and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

16.5 **Nondiscrimination and Equal Opportunity.** Artist shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Artist under this Agreement. Artist shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Artist thereby.

Section 17. TERMINATION AND MODIFICATION.

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

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

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

17.2 **Extension.** Trumark may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Artist understands and agrees that, if Trumark grants such an extension, Trumark shall have no obligation to provide Artist with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by Trumark in writing, Trumark shall have no obligation to reimburse Artist for any otherwise reimbursable expenses incurred during the extension period. Notwithstanding the foregoing, should Trumark's extension of any delivery date require that one or more of the Works be stored, Trumark agrees that it shall provide secure storage of such Works until delivery and installation are approved; provided, however, that the costs of such storage shall be a Project Cost.

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

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17.4 **Assignment and Subcontracting.** Trumark and Artist recognize and agree that this Agreement contemplates personal performance by Artist and is based upon a determination of Artist's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to Trumark for entering into this Agreement was and is the professional reputation and competence of Artist. Artist may not assign this Agreement or any interest therein without the prior written approval of Trumark. Artist shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Trumark may assign this Agreement, in its sole and absolute discretion, at any time with written notice to Artist, but only if the assignee is financially viable, at which point Trumark shall have no further liability hereunder.

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

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

17.6.1 Immediately terminate the Agreement;

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

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

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

Section 18. KEEPING AND STATUS OF RECORDS.

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

18.2 **Status Reports.** Artist shall submit written reports regarding the status of the Work, including the Artwork, as may be reasonably requested by Trumark. Trumark shall determine the format for the content of such reports. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any

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copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

18.3 **Artist Availability.** Artist or Artist's authorized agent shall be available at Artist's sole expense for up to 10 visits to Dublin to ensure the proper installation and operation of the Work.

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

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

18.6 **Inspection and Audit of Records.** Any records or documents that this Agreement requires Artist to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Trumark.

Section 19. MISCELLANEOUS PROVISIONS.

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

19.2 **Mediation and Arbitration**. If a dispute arises between the parties as to a provision or performance under this Agreement, the Parties shall submit such matter to mediation in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If mediation is not successful in resolving the entire dispute, any outstanding issues shall be submitted to final and binding arbitration in accordance with the rules of that program and the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

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

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

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

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

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

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

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

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

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

1304 Carleton Street
Berkeley, CA 94710
Attn: Eric Powell

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Any written notice to Trumark shall be sent to:

c/o Trumark Homes
3001 Bishop Drive
Suite 100
San Ramon, CA 94583
Attn: Garrett Hinds

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

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

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

TRUMARK	ARTIST
TH East Ranch Dublin LLC, a Delaware limited liability company	ERIC POWELL, a sole proprietor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EXHIBIT 'A'

Francis Ranch Public Art

Scope of Work

6/20/23

1: Entry Sculptures (two total)
Two large-scale sculptures, one for each entrance to East Ranch. The sculptures act as welcoming beacons and visual anchors and identifiers for the community. They are lit from within to convey the feeling of beacons or lanterns to 'light the way' home. They will be installed either in the roundabouts or at the corners of the parks across from the roundabouts. Materials: Steel. Approximate height: 20'.

2: 'Totem' Sculptures (twelve total)
The 'Totem' Sculptures harken to the trees that are/were on the East Ranch property and celebrate the beauty and importance of trees in California and in the world. Each of the twelve sculptures also signifies and brings personal identity to each of the twelve neighborhoods within East Ranch. Approximate height: 15'. Materials: Steel and/or wood.

3: Heritage Trees and Vintage Agricultural Equipment
The four heritage trees will be transformed into horizontal sculptures that will also serve as benches and play structures. These sculptures will add beauty and a unique element to the parks. There will be two of these in each park. Approximate length: 20'.
(Note: The wood from the heritage trees will be assessed upon inspection to determine if the wood is useable for this application. If it is not, useable wood will be found that will have been harvested in the general area surrounding Dublin).

4: Possible other piece: There are two long old-growth redwood planks inside the barn that could make a beautiful bench, embellished with some of the old farm equipment pieces… And other pieces (sculptures, benches) using the vintage equipment from the barn and land.

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EAST RANCH PUBLIC ART: EXHIBIT B
COMPLETION / PAYMENT SCHEDULE (FIRST DRAFT, 8-22-22)

PHASE OF WORK	DESCRIPTION OF PHASE	% COMPLETION		COMPLETION DATE	ARTIST FEE
		By Phase	Overall		
EXECUTION	Execution of Contract	10%	10%	March 2023	$115,125.00
Phase I	Completion of design development proposal and submittal to City with Client approval	10%	20%	May 2023	$115,250.00
Phase II	Completion of design development submittal to City, including draft City/Trumark Art agreement (addressing occupancy approval) Second Submittal	10%	30%	July 2023	$115,250.00
Phase III	Completion of design, structural engineering, and agreements, and presentations to City Council and Art Committee with full art approval incl. occupancy timing allowances.	20%	50%	September 2023	$230,250.00
Phase III	Art building permit structural engineering submittal and approvals	10%	60%	November 2023	$115,250.00
Phase IV	50% offsite fabrication of the project art complete	10%	70%	February 2024	$115,250.00
Phase V	100% offsite fabrication of the project art complete	10%	80%	July 2024	$115,250.00
Phase VI	Installation of all art elements complete	10%	90%	October 2024	$115,250.00
Phase IX	Close Out	10%	100%	December 2024	$115,250.00

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	TOTAL ARTIST FEE		~~$1,151,250~~ $1,152,125

EXHIBIT C
INSURANCE REQUIREMENTS

(a) Before commencing the Work, Artist (hereinafter the "Subcontractor") shall purchase and maintain no less that the following insurance coverage, and shall provide Trumark Construction Services, Inc. ("Builder") with both Certificates of Insurance and additional insured endorsements evidencing all such coverage:

(i) Workers' Compensation and Employers Liability Insurance with statutory benefits and limits which shall fully comply with all State and Federal requirements, in an amount not less than the following:

Coverage A: Statutory Policy Form.
Coverage B: Employer's Liability.
Bodily Injury by Accident: $1,000,000 each accident.
Bodily Injury by Employee: $1,000,000 each employee
Bodily Injury by Disease: $1,000,000 policy limit

Coverage shall include a waiver of subrogation endorsement in favor of Builder, Trumark (hereinafter "Owner") and any other additional insureds set forth below. Subcontractor shall provide its current Workers' Compensation Experience Modifier as calculated by the Bureau of Workers' Compensation based on the Subcontractor's loss experience and payroll.

(ii) Commercial Auto Coverage (covering owned autos, leased or hired autos and non-owned autos) not less than as follows:

Combined Bodily Injury and Property Damage: $1,000,000 combined single limit per accident bodily injury and property damage.

(iii) Property Insurance, aka an Installation Floater, covering the value of all of Subcontractor's labor and materials installed at the Project (including, without limitation, coverage against the perils of fire, extended coverage, vandalism and malicious mischief), which shall remain in effect until Subcontractor's completion of its Work and acceptance of that Work by Builder. Said coverage shall be in an amount not less than $250,000.00. Also, Subcontractor shall possess Employment Practices Liability, which shall remain in effect until Subcontractor's work is complete and accepted by Builder. Said coverage shall be in an amount not less than $1,000,000.

(iv) Commercial General Liability for Bodily Injury (including accidental death to any person and subject to the same limit for each person) and Property Damage with combined single limits of no less than $5,000,000 per occurrence and in the aggregate written on an occurrence basis. Limit requirements may be met by any combination of primary and/or excess/umbrella coverage.

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Commercial General Liability forms must include: (a) premises and operations coverage with no X, C or U exclusions; (b) products and completed operations coverage (which shall be maintained in effect on an annual renewal basis until all statutes of limitation and repose applicable to the Work have expired, or for at least ten (10) years following completion of all Work, whichever is greater); (c) blanket contractual coverage and a separation of insureds clause; and (d) broad form property damage including completed operations or its equivalent. Self-insured retentions and/or deductibles on such insurance shall not exceed $25,000 per occurrence, and Subcontractor shall be responsible for payment of such self-insured retention and/or deductible. However, such insurance coverage forms shall provide that if Subcontractor fails to pay any such self-insured retention or deductible, then Builder shall be permitted to pay such self-insured retention and/or deductible and shall have the right to offset the costs of such payments against any sums payable to Subcontractor under this Contract.

(v) Professional Liability, if required, with a coverage limit of not less than $1,000,000 per annum.

(b) If requested by Builder, the above-described insurance shall be on a "per location" or "per project" basis.

(c) Subcontractor shall have Subcontractor's insurance company name, by endorsement, Builder, Owner, and its members, partners, shareholders, officers, directors, employees and related entities and, if requested, Project lender, including, without limitation, the insureds named below, as additional insureds. The insurance afforded to each Additional Insured shall be primary insurance. Any additional insured endorsement shall be at least as broad as ISO form CG 20 10 11 85. Subcontractor shall provide Builder such certificates of coverage and additional insured endorsements prior to commencing Work.

- Trumark Homes LLC, a Delaware limited liability company
- Trumark Companies LLC, a Delaware limited liability
- Trumark Construction Services, Inc., a California corporation

(d) Subcontractor's insurance policies shall each contain a primary endorsement stating: "Such coverage as is offered by this Policy for the benefit of the Additional Insured(s) is primary and any other coverage maintained by such Additional Insured(s) shall be non-contributing with the coverage provided under this Policy."

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(e) Subcontractor's insurance policies shall each contain an endorsement containing a waiver of subrogation (including workers' compensation) against Builder, Owner and any other additional insureds.

(f) If the Work is to be performed on an attached community there shall be no exclusion for attached or condominium projects.

(g) There shall be no exclusions for continuing or progressive losses not known by Subcontractor to exist prior to Policy inception.

(h) Coverage must be on an "occurrence" basis for all insurance. "Claims made" coverage shall not be acceptable.

(i) Any exclusion pertaining to professional design services shall apply only to such services provided by the named insured in its capacity as an architect, engineer or surveyor.

(j) All Policies of Insurance shall state, that not less than thirty (30) days written notice will be given to Builder and Owner prior to cancellation or material change in coverage, and that such policy or policies are primary, shall be issued by companies acceptable to Builder with a most recent Best's Rating Guide rating of A or higher, with a Financial Size Category rating of at least VII, and licensed to do business in the state in which the Project is located. If the coverage is canceled or reduced, Subcontractor shall procure and furnish to Builder before the effective date of such cancellation, certificates of insurance and additional insured endorsements conforming to the above requirements evidencing renewal or replacement coverage's. Certificates of insurance stating the above notice provisions and including any endorsements adding Owner and Builder as additional insured must be delivered to Builder prior to commencement of any Work under this Contract.

(k) Should Subcontractor fail to obtain the insurance coverage required or should Subcontractor fail to timely renew the insurance coverage as required, Builder shall have the right, at Builder's election, (i) to obtain such coverage on Subcontractor's behalf, at Subcontractor's expense, from any insurance carrier selected by Builder in Builder's sole discretion; or (ii) to terminate this Contract, and Builder shall retain all remedies hereunder for breach of this Contract. Builder shall have the right to offset the costs of premium for such insurance against any sums payable to Subcontractor under this Contract.

(l) Subcontractor shall sign such provide such additional coverage and take such additional actions as the Project lender may require in connection with its Project loan.

THE CERTIFICATES MUST BE SIGNED WITH A "WET SIGNATURE" (not stamped).

**Please note that failure to meet the above requirements could result in the delay of payments due Subcontractor, or a request to cease any work on a project. **
Notwithstanding the foregoing requirements set forth in subparagraph (a)(iii) above regarding Commercial General Liability insurance, if Exhibit C-1 entitled "CONSOLIDATED INSURANCE PROGRAM AND ADDITIONAL TERMS AND CONDITIONS", together with the exhibits referenced therein are attached to this Agreement, then that Exhibit shall supersede the requirements of subparagraph (a)(iv) above

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TRUMARK HOMES

EXHIBIT B - PAYMENT BILLING SCHEDULE

VENDOR INFO

VENDOR/SUB: Eric Powell Arts
ADDRESS: 1304 Carleton Street
CITY/STATE: Berkely, CA 94702
PHONE: (415) 407-5060
EMAIL: Eric Powell -eric@ericpowell.com

PROJECT INFO

PROJECT NAME: Croak - 4038 Croak Road - Dublin, CA
COMMUNITY #: 1035
CONTRACT DATE: 6/21/2023
ADDENDUM #: n/a
ADDENDUM DATE#: n/a

SITE ARTWORK

Line	Cost Code	Description	Quantity	EOM	Rate	ORIGINAL Contract Amount	Previous Change Orders	CURRENT CHANGE ORDER	CURRENT Contract Value	Billed to Date	Balance Forward	Billed this Period	Remaining Balance
1	46600	Execution of Contract - March 2023	1	LS	115125	115,125.00				-	115,125.00		115,125.00
2	46600	PH 1 - Completion of design development proposal and submittal to City with client approval - May 2023	1	LS	115250	115,250.00					115,250.00		115,250.00
3	46600	PH II - Completion of design development submittal of City, including draft City/Trumark Art agreement (addressing occupancy approval) Second submittal - July 2023	1	LS	115250	115,250.00					115,250.00		115,250.00
4	46600	PH III - Completion of design, structrual engineering, and agreements, and presetations to City Council and Art Committee with full art approval incl. occupancy timing allowances - Sept 2023	1	LS	230250	230,250.00					230,250.00		230,250.00
5	46600	PH III - Art building permit structural engineering submit and approvals - Nov 2023	1	LS	115250	115,250.00					115,250.00		115,250.00
6	46600	PH IV - 50% Offiste fabrication of the project art complete - Feb 2024	1	LS	115250	115,250.00					115,250.00		115,250.00
7	46600	PH V - 1000% Offsite fabrication of the project art complete - July 2024	1	LS	115250	115,250.00					115,250.00		115,250.00
8	46600	PH VI - Installation of all art elements complete - Oct 2024	1	LS	115250	115,250.00					115,250.00		115,250.00
9	46600	PH IX - Close Out - Dec 2024	1	LS	115250	115,250.00					115,250.00		115,250.00
						-							
		TOTAL				1,152,125.00	-	-	1,152,125.00	-	1,152,125.00	-	1,152,125.00

Payments shall be made no more often than once each calendar month within 30 days after Owner's receipt of a monthly invoice for fees and costs incurred during the preceding month; provided that (i) all Work covered by the invoice has been fully performed; (ii) Consultant furnishes Owner with copies of reasonable supporting documentation for all costs covered by the invoice; and (iii) Consultant is not otherwise in default under this Agreement. In order to properly account for and monitor work product, consultant agrees that they will keep their invoices current to within 60 days of providing the service. In the event consultant fails to invoice Owner for services that were provided more than 60 days, and less than 90 days, prior to the invoice date, a penalty of 15% of the amount of the invoice will be deducted from the amount owed. In the event consultant fails to invoice Owner for services that were provided more than 90 days, and less than 120 days, prior to the invoice date, a penalty of 25% of the amount of the invoice will be deducted from the amount owed. *NOTE: All invoices must include the appropriate cost code(s) as identified above on Exhibit B. Failure to include said cost code(s) will result in non-payment or return of said invoice.* Any services billed six months after the date the service is performed will not be paid. *All invoices received by the 25th (complete and accurate per Trumark's invoicing standards") will be processed and paid by the 25th of the following month. All invoices shall be e-mailed to invoice@trumarkco.com.*

Draw Schedule as follows:	%	Description
Bill as % Complete Once per Month	100%	Completed Work

TH EAST RANCH DUBLIN LLC

07/04/23 | 12:53 AM PDT
Date

Tony Bosowski

Tony Bosowski-Division President

07/07/23 | 10:43 AM PDT
Date

Eric Powell

ERIC POWELL ARTS

07/03/23 | 10:14 PM PDT
Date

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

EXHIBIT C

DOCUMENT CONTROL LOG

TH EAST RANCH DUBLIN, LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583
Telephone No: (925) 999-3950

ERIC POWELL ARTS
1304 Carleton Street
Berkeley, CA 94702
Telephone No: (415) 407-5060

1.) Consultant's proposal dated 06/20/23.

Initials _____ _____

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

EXHIBIT D

PAYMENT:

1. In the event that the CONSULTANT is requested to perform services outside the scope of this contract the following is required: The CONSULTANT will prepare an additional Proposal and Scope of Work to be reviewed and authorized by TRUMARK HOMES. Authorization may be in the form of a Professional Services Agreement or an Addendum to an existing Professional Services Agreement and coded per the Exhibit B. If work is done without PRIOR authorization, payment for such work will not be allowed. All Extra work must be invoiced separately.

2. PRIOR to an authorized agent of **Trumark Homes** signing this document, proof that you have met our insurance requirements must accompany this agreement or be on file with our office. No payment will be made unless all requirements are met and coverage is current and complete.

3. Invoices will not be paid after six (6) months transpires from the completion of work performed.

4. All invoices shall be submitted to **invoice@trumarkco.com**. Failure to follow this procedure will delay payment. Retention will be released thirty (30) days after completion of all work by CONSULTANT and approval by OWNER and all governing agencies having jurisdiction.

5. Notwithstanding anything to the contrary set forth in the Agreement, in order to be timely processed for payment, all applications for payment must be submitted by CONSULTANT to OWNER within one hundred fifty (150 days) following the performance of the Work covered by the invoice for payment. Any invoice for payment not submitted to OWNER within such time period will not be considered timely. In the event CONSULTANT'S submission of request for payment is not timely, CONSULTANT acknowledges OWNER will suffer damages from additional work necessitated by reopening closed Project files and researching untimely payment requests. Such damages would be extremely difficult and impractical to precisely compute. The parties therefore agree that, as liquidated damages, and not as a penalty, OWNER will deduct the sum of $250.00 from any payment request untimely made by CONSULTANT per occurrence. OWNER and CONSULTANT expressly agree that the foregoing provisions are reasonable in order to assure the orderly, timely and efficient administration of the Project.

Initials _____ _____

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

PROFESSIONAL SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

EACH PARTY'S ENTRY INTO THIS AGREEMENT IS EXPRESSLY CONDITIONED ON THE OTHER PARTY'S CONSENT TO ALL OF THE FOLLOWING GENERAL TERMS AND CONDITIONS.

1. TIME OF ESSENCE. The Work is to be commenced and completed by the dates indicated under "Time for Performance" in Section D on the first page of this Agreement. Time is of the essence of this Agreement, provided, however, that Consultant will not be responsible for delays beyond its reasonable control.

2. MONTHLY INVOICES. Payments shall be made no more often than once each calendar month within 30 days after Owner's receipt of a monthly invoice for fees and costs incurred during the preceding month; provided that (i) all Work covered by the invoice has been fully performed; (ii) Consultant furnishes Owner with copies of reasonable supporting documentation for all costs covered by the invoice; and (iii) Consultant is not otherwise in default under this Agreement. In order to properly account for and monitor work product, consultant agrees that they will keep their invoices current to within 60 days of providing the service. In the event consultant fails to invoice Owner for services that were provided more than 60 days, and less than 90 days, prior to the invoice date, a penalty of 15% of the amount of the invoice will be deducted from the amount owed. In the event consultant fails to invoice Owner for services that were provided more than 90 days, and less than 120 days, prior to the invoice date, a penalty of 25% of the amount of the invoice will be deducted from the amount owed. Any services billed six months after the date the service is performed will not be paid.

3. COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS. Except as otherwise directed by Owner in writing, Consultant shall perform its services in accordance with laws, rules, regulations and ordinances applicable to the Work and Consultant's performance thereof. Consultant shall not contact any governmental agency unless Owner's approval is secured prior to the communication.

4. PERFORMANCE STANDARD. Consultant shall perform the Work in an efficient and economical manner consistent with Owner's needs as set forth on EXHIBIT A attached hereto and in accordance with the same professional standards for the type of Work being performed under this Agreement provided by consultants providing similar services for similar projects.

5. AMENDMENTS. Owner may, without invalidating this Agreement, from time to time request changes in the scope of the Work. Consultant shall submit a description of the scope, detail and impact of any requested changes, including impact on costs and completion date, in a proposal to Owner within five (5) working days after Owner's request. Owner will review Consultant's proposal within five (5) working days after its receipt from Consultant, and will promptly respond to Consultant. No such change shall be binding upon either party hereto until both Consultant and Owner have agreed upon such change in a written amendment to the Agreement.

6. NO ASSIGNMENTS OR DELEGATION OF WORK.

(a) This Agreement may not be assigned, by operation of Law or otherwise, without the prior written consent of Owner and Consultant.

(b) Consultant shall not enter into any agreement with a subcontractor which does not expressly bind said subcontractor to assume all obligations and responsibilities which Consultant, by this Agreement, assumes toward Owner. Consultant shall promptly provide Owner with a copy of all subcontractor agreements. None of the Work may be delegated or subcontracted to an independent contractor without the prior written consent of Owner.

Initial _____ _____

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7. INDEMNITY. Consultant shall indemnify, defend and hold harmless Owner and its officers, employees, representatives, of and from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, which arise out of or result from the performance of the Work, but only to the extent caused by the breach of this Agreement or any negligent, or illegal act or omission of Consultant, any subcontractor engaged by Consultant, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this Agreement, each indemnitee shall retain the right to control its defense, and at the time of claim resolution the indemnitor will provide reimbursement for any defense costs caused by any negligence or other fault by or attributable to the indemnitor.

8. INSURANCE. Consultant shall obtain and provide Owner with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement: (a) commercial general liability insurance covering personal injury and death and damage to and loss of property arising in connection with the Work with limits of not less than $1,000,000 per person each occurrence for personal injury and death and $1,000,000 per occurrence for property damage and loss; (b) professional liability insurance, including errors and omissions, with limits of liability equal to at least $1,000,000 each claim; (c) if licensed vehicles will be used in connection with performance of the Work, automobile liability insurance, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage, which insurance provides a waiver of rights of subrogation against Owner; and (d) insurance in accordance with all applicable laws relating to workers' compensation with respect to all of Consultant's employees, regardless of whether such coverage or insurance is mandatory or merely elective under the law. Each policy of insurance shall be in a form and with insurers satisfactory to Owner, naming Owner as an additional insured (except for the workers compensation and professional liability policies) and providing thirty (30) days' advance notice to Owner of non-renewal, material change or cancellation. Upon request Consultant shall provide Owner with certificates evidencing such insurance. In jurisdictions requiring mandatory participation in a monopolistic state workers' compensation fund, the insurance certificate requirements for the coverage required for workers' compensation will be satisfied by a letter from the appropriate state agency confirming participation in accordance with statutory requirements. Limitations on the amount of insurance coverage shall in no way be construed to reduce or limit the liability of Consultant to Owner.

9. CONSULTANT'S DEFAULT. If Consultant fails to prosecute the Work promptly or properly or breaches or fails to perform any obligation under this Agreement, Owner may give Consultant seven (7) days' written notice of such matter. Unless (a) such matter has been corrected within such seven-day period or (b) such matter is of a nature that it cannot reasonably be corrected within such period and Consultant has commenced to correct such matter during such period and is thereafter diligently prosecuting such correction to its completion, then Owner may, without prejudice to any other right or remedy it may have, (x) correct any errors or omissions in the Work and charge Consultant for all costs and expenses incurred by Owner in correcting such errors or omissions or (y) finish the Work by such means as it sees fit, and if the unpaid balance of the compensation due Consultant exceeds the cost of finishing the Work and damages suffered by Owner, such excess shall be paid to Consultant following final completion of the Work, but if such exceeds the unpaid balance due Consultant, Consultant shall immediately pay the difference to Owner.

10. ATTORNEYS' FEES. If a lawsuit mises in connection with the Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable attorneys' fees, costs and expenses. The prevailing party will be the party that most nearly prevails, not necessarily the party in whose favor judgement is entered.

11. DOCUMENTS AND DATA. Subject to Section VI.A. of Exhibit A in the event the work consists of drawings or renderings, Consultant shall deliver to Owner reproducible mylars and, if any Work has been generated on computer or CADD, then Consultant shall provide Owner with a disk copying said data schematics and renderings. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without Consultant's advice after delivery of such documents to

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Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in projects other than the Work.

12. CONFIDENTIALITY. Consultant agrees that all documents and reports, and all other data and information prepared or obtained by Consultant in the performance of the Work are confidential and shall not be disclosed or made available to any individual or entity other than Owner and its designated agents or employees except with the prior approval of Owner.

13. NOTICES. All notices provided for herein may be telecopied, delivered or mailed registered or certified mail, return receipt requested, and, if mailed, shall be considered delivered three (3) days after being deposited in such mail. The addresses to be used in connection with such correspondence and notices are as set forth on the first page of this Agreement, or such other address as a party shall from time to time direct. Notices or correspondence to Owner shall be sent to such address marked for the attention of the Owner's Representative designated in Section E on the first page of this Agreement, or such other representative as Owner may hereafter designate from time to time.

14. GOVERNING LAW; JURISDICTION. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of California.

15. SUSPENSION OF WORK; TERMINATION. Owner may, upon written notice, direct Consultant to suspend all or a portion of the Work. In the event of such suspension, Consultant shall be entitled to payment of: (a) all fees properly earned up to the effective date of suspension and (b) all reimbursable expenses actually and prope1ty incurred up to such date. If the Work is suspended for a continuous period of more than sixty (60) days, and such suspension is not due to the fault of Consultant, then Consultant shall also be entitled to payment of unavoidable out-of-pocket losses, other than Joss of profit, actually suffered as a result of such suspension. Owner also reserves the right to terminate this Agreement for the convenience of Owner at any time upon ten (10) days' prior notice to Consultant. If Owner so terminates this Agreement, Consultant shall be entitled to payment of: (a) all fees properly earned up to the effective date of termination, (b) all reimbursable expenses actually and properly incurred up to such date and (c) unavoidable out-of-pocket losses, other than loss of profit, actually suffered as a result of such early termination.

16. ENTIRE AGREEMENT. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements or discussions with respect thereto. No additions, deletions or modifications hereof shall become part of this Agreement unless each party hereto specifically recognizes and consents to their inclusion by a signed instrument.

17. LIMITATION OF LIABILITY. In light of the limited ability of the Consultant to affect the risks inherent in the Project and the disparity between Consultant's fee and the potential liability for problems or alleged problems with the Project, and in consideration of Consultant's undertaking of the obligations imposed by the Agreement, Owner agrees to limit the total aggregate, potential, out of pocket liability concerning or related to the Project of Consultant and its respective principals and employees, on any and all legal or equitable theories and concerning any and all kinds of causes of loss to the fullest extent allowed by law as to Owner and all third parties, to the amount of the Consultant's fee or $50,000, whichever is greater.

l8. CORPORATE LIABILITY. Owner and Consultant both acknowledge that each is a business entity, and that neither intends that either's involved individuals should be subject to personal exposure for the risks attendant to the Project. Therefore, any and all remedies with either party and its affiliated entities and individuals have or might have concerning the Project and/or this Agreement shall be sought against only the other business entity or affiliated business entities and waived as to the affiliated individuals, and in no event shall damages or indemnification concerning this Agreement and/or the Project ever be sought against either parties affiliated individuals.

Initial _____

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FIRST AMENDMENT TO
PUBLIC ART AGREEMENT BETWEEN
TH EAST RANCH DUBLIN LLC AND ERIC POWELL

This FIRST AMENDMENT TO PUBLIC ART AGREEMENT BETWEEN TH EAST RANCH DUBLIN LLC AND ERIC POWELL (this "**First Amendment**") is made to be effective as of June 23, 2025, by and between TH EAST RANCH DUBLIN LLC, a California limited liability company ("**Trumark**") and ERIC POWELL, a sole proprietor ("**Artist**").

A. Trumark and Artist entered into that certain Public Art Agreement between TH East Ranch Dublin LLC and Eric Powell dated June 30, 2023 (the "**Artist Agreement**"), pursuant to which Artist agreed to perform certain artistic services required by Trumark as more fully described therein.

B. Trumark and Artist now desire to amend the Artist Agreement as set forth in this First Amendment. All terms not otherwise defined in this First Amendment shall have the meanings given them in the Artist Agreement.

NOW, THEREFORE, incorporating the foregoing recitals, and for other fair and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Trumark and Artist hereby agree as follows:

1. **Entity Formation**. Trumark is a California limited liability company. Any reference to Trumark as a Delaware limited liability company in the Artist Agreement shall hereby mean California limited liability company.

2. **Licenses**. Artist shall, and shall cause its employees, agents, and any subcontractors, to keep in effect at all times during the term of the Artist Agreement, any licenses, permits, and approvals of whatsoever nature that are legally required to practice their respective professions, at no cost to the City of Dublin, a California municipal corporation ("**City**"). Further, Artist shall obtain and maintain, and cause any of its subcontractors to obtain and maintain, during the term of the Artist Agreement valid business licenses from City.

3. **Release of Liability**. Artist hereby waives, releases, acquits, and forever dischargers Trumark and City, its affiliates, subsidiaries, directors, officers and employees, of and from any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, chargers, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith (including, without limitation, reasonable outside attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants), or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, accrued or not accrued, liquidated or unliquidated, fixed or contingent, which Artist ever had, now has or may have, or which may arise in the future, in each such case in this paragraph above, to the extent arising from (a) any claim that the Artist's rights under the Visual Artists Rights Act of 1990 or the California Artists Preservation Act have been violated or (b) any claims arising from the Artist Agreement except for the gross negligence or willful misconduct of Trumark. For the avoidance of doubt, Artist retains his moral rights as to any third party who would intentionally damage or destroy the Work.

4. **Scope of Work**. Exhibit A to the Artist Agreement shall be amended to include the following description of the Work:

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"The Work consists of ten (10) cloud lanterns, two (2) illuminated sculptures, two (2) bird arches, and four (4) benches from heritage trees approved by the City Council and Heritage Commission."

5. **Full Force and Effect**. Except as modified by this First Amendment, the Artist Agreement shall remain in full force and effect.

6. **Counterparts**. This First Amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The parties may also deliver executed copies of this First Amendment to each other by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. No party may raise the use of any image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of this First Amendment.

(Signatures on next page)

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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

ARTIST:

DocuSigned by:
Eric Powell
A07AD887612D4E3...

Eric Powell

TRUMARK:

TH EAST RANCH DUBLIN LLC,
a California limited liability company

By: DocuSigned by:
Tony Bosowski
A5717FAB1BFA457...
Tony Bosowski, Authorized Agent

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

EXHIBIT B

Public Art Proposal and Locations

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Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

Francis Ranch: Proposal for Public Art
Artist: Eric Powell 12-12-24

Artist Statement

Eric Powell is committed to enriching and beautifying places by creating site-responsive, integrated, resilient works of public art. These artworks enrich and enhance the places where they reside and inspire people to feel a sense of place. Every city that has integrated public art flourishes and becomes a destination, attracting a vital community and economy.

Powell's previous project with Trumark Homes at Wallis Ranch in Dublin commemorates the rich agrarian and ranching history of the property and broader community. The artwork beatifies the park and entry area, bringing a unique, timeless identity to Wallis Ranch.
Given Powell's established and successful relationship with Trumark Homes as well has his emphasis on integrating historical narratives into many of his works, he is uniquely placed to create artworks for Francis Ranch.

Description of Artworks

The Artwork at Francis Ranch will create a vibrant and uplifting visual identity and a strong sense of continuity that establishes the community as a unique, beautiful and inviting place to live. Interweaving natural forms with manmade forms the artworks will lend an exuberant energy for the parks and a new story and a new history for Francis Ranch.

Words the describe the artwork: Clouds, lanterns, rolling hills, ephemeral, timeless, currents, beacons, birds in flight, farm equipment/tools, windmills, trees, pods, leaves, seeds, barn owls, native animals, native plants, wind.

The artworks will include a series of sculptures and functional works that will be a destination within the two parks for the whole community to enjoy.

Materials, Finish, and Maintenance

The sculptures are made of steel, an extremely durable structural material. The surface is finished with a long-lasting industrial-grade primer and protective paint coating, which requires minimal maintenance.

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Location

The artworks will be located within between the two parks and will be highly visible. They will create a common theme that connects the two parks through a visual, artistic continuity.

Scale and Lighting

The artworks will be scaled so that they are accessible and relatable, and at the same time visible from afar.

During the day, the sculptures will allow light to pass through so that they are visually integral to the harmony of the land, the landscaping and the views of the Tri-Valley.

At night, the glowing Cloud Lanterns will be lit from within and will illuminate the parks with a soft, warm glow at night, creating an inviting presence at night.

Timeline

The Artworks will be completed at the same time as parks and homes.

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Scope of Work for the Artwork for Francis Ranch:

1: 'Cloud Lanterns' (Ten total)
Cloud Lanterns and Totem Sculptures are large scale sculptures that evoke the spirit of the surrounding rolling hills and quintessential California terrain and ecosystem of the Tri Valley Area. The designs integrate forms of medicinal plants, seeds, pods and leaves that are native to Northern California, and support all of life.

The ten Cloud Lanterns are inspired by the rich surrounding habitat and by the vintage farming equipment that resided on the Croak/Francis Ranch property for well over a century. These objects embody the beauty of the surrounding terrain and the ingenuity and elegance of early American industrial design. Height: 15'-17'.

3: Larger Illuminated Sculptures (Two total):
There will be two large scale sculptures, one at the entry of each park. The sculptures are inspired by historic objects that were found on the Croak Ranch land. Forms integrated into the artworks are inspired by tractor parts, plow blades, and other objects essential and ubiquitous on the ranch. The sculptures acknowledge and celebrate the history of the land, reminding residents and visitors of the lands' rich agrarian past. Height: 20'.

3: Bird Arches at the Play Areas
These two entry arches create an inviting and uplifting energy to each play area, and let kids (and anyone who wants to play) know that they are now in the right place! The birds on the arches are in flight, casting shadows that revolve on the ground as the sun moves through the day. The birds are colorful and exuberant in their movement. Height: 15'-17'.

2: Heritage Tree Benches
Four Heritage trees that were harvested from the land will be used to create two sculptural benches for each park. These engaging works will memorialize the trees and will include a plaque describing the process through which the trees were transformed into artworks. The trees will be carved and formed using chain saws, sanders and chisels.

The Heritage Tree benches will provide places for gathering and playing. These works will celebrate the majesty and importance of trees in California and will add beauty and a unique element of play to the parks. The benches can each sit several people. Length: 12' - 15' each.

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Some notes on the history of Croak Ranch (now Francis Ranch):
In 1850, Michael Murray and Jeremiah Fallon came to this area from Ireland. They purchased 1,000 acres of land from Jose Amador and built homes for their families. The area began to grow as many settled in the area. Amongst them were the Croak family, whose ranch abuts the Fallon property's eastern boundary.
When the U.S. Department of Transportation laid plans for Interstate 580 and Interstate 680, intersecting at Dublin, they followed the roads' long-established circulation patterns and existing settlements with infrastructure. The boundaries of the Croak Ranch property have not changed since at least 1906.
Although the Croak family ranch likely produced dairy products for their own consumption, like many agricultural families, the lack of a dairy barn suggests a production focused on cattle or possibly other ranching for meat and hide products.

Trumark Homes is among discerning developers integrating art and culture into their projects, creating magnetism and enhancing and enriching people's experience.

I very much appreciate the opportunity to work with Trumark Homes and the City of Dublin!

Thank you,

Eric Powell

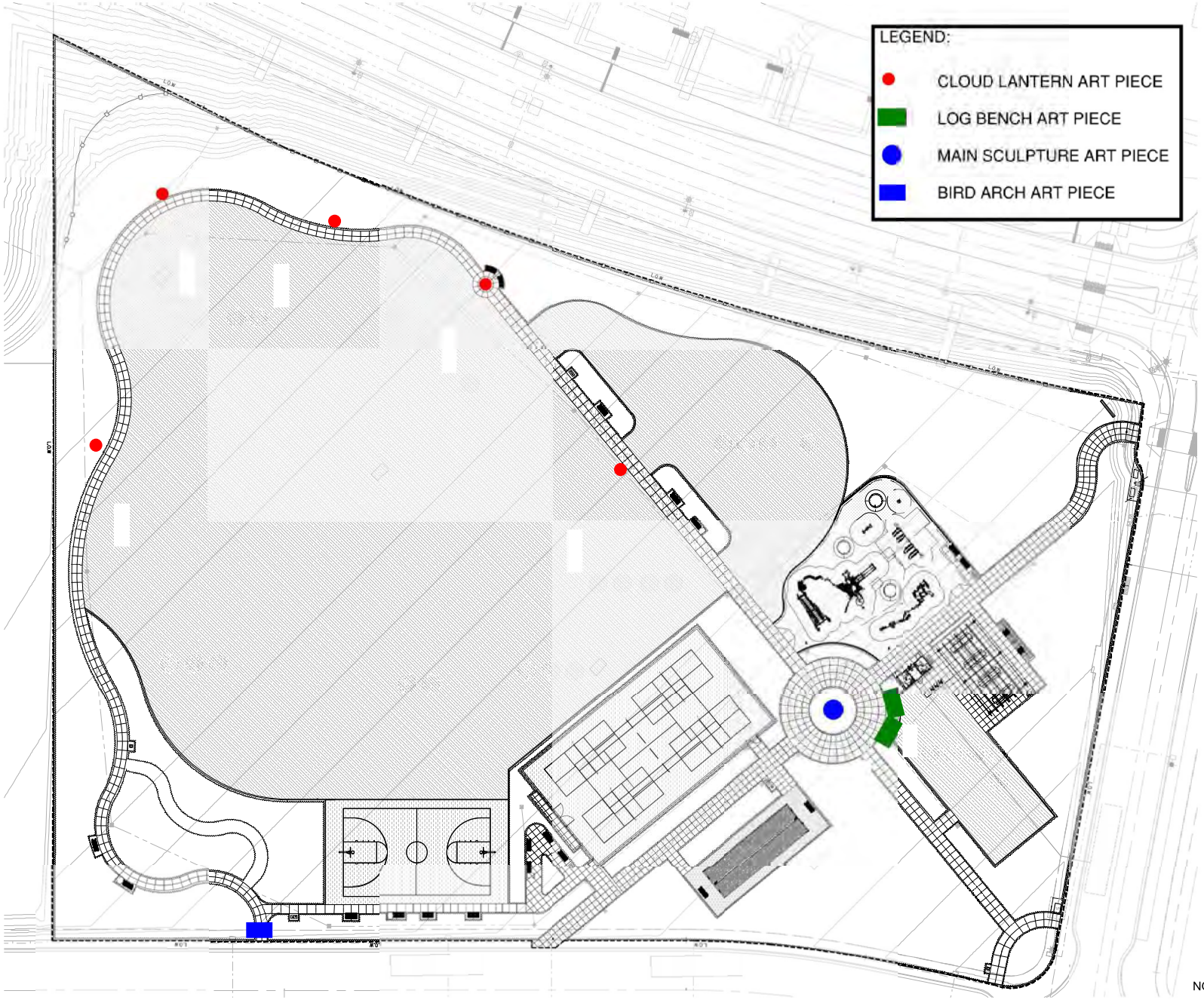
Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

Art Locations



Context Location: Francis Ranch

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76



NOT TO SCALE

GATES STUDIO
1855 N. MAIN STREET, SUITE 385
WALNUT CREEK, CA 94596
925.360.9411 | WWW.GATES-STUDIO.COM

Drawn By: MM/NG Date: 07/18/25
Checked By: MM MF Date: 07/18/25
Designed By: MM Date: 07/18/25

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
100% PLANS
SOUTH PARK @ FRANCIS RANCH
ART SCULPTURE LOCATION PLAN
RECOMMENDED FOR BIDDING BY: _____ DATE: _____

CITY OF DUBLIN
100 CIVIC PLAZA
DUBLIN, CA 94568
(925) 833-6650

Revisions

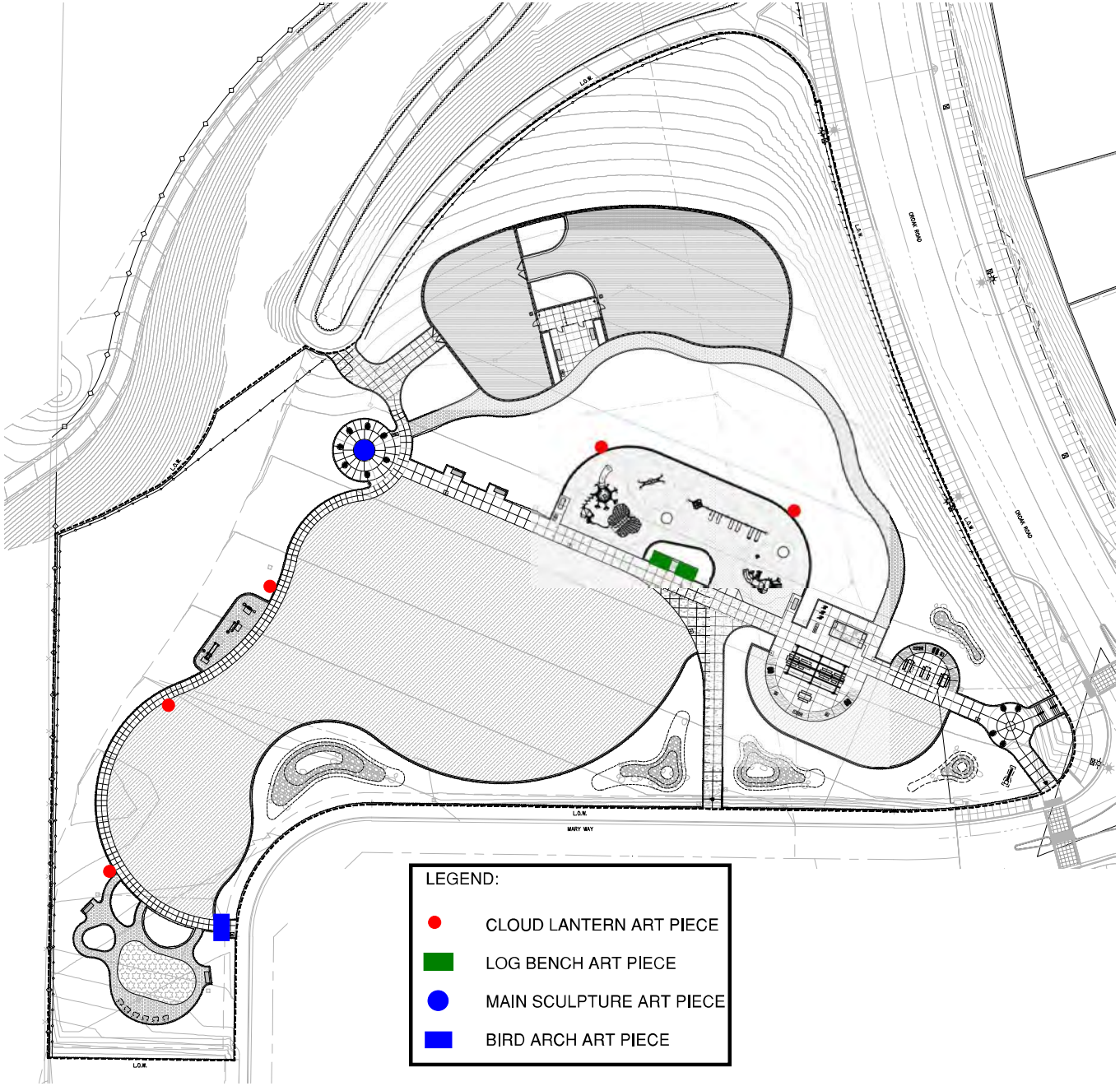
No.	Description	Dsgr./Apv.	Date
1	Revised & added plants from comments, addressed comments from Public Works, & added plants		8/7/2025

Record Drawings
Designer: _____ Dt/No. _____
Public Works Inspector: _____ Dt/No. _____
Project Engineer: _____ Dt/No. _____
Public Improvements Initially Accepted by the City Council on: _____ Res. No. _____

PROJECT NO. 5245
DRAWING NO. ART 2

PATH: P:\DUBLIN\FRANCIS RANCH PARKS (P8248)\ACAD_SOUTHERN_SHEETS_DG-ART-SOUTHERNPARK.DWG
PLOT DATE: 10/7/2025 5:19 PM

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76



NOT TO SCALE

GATES STUDIO
1655 N. MAIN STREET, SUITE 365
WALNUT CREEK, CA 94596
925.380.6411 | WWW.GATESSTUDIO.COM

Drawn By: KC Date: 07/18/25
Checked By: JE Date: 07/18/25
Designed By: MM Date: 07/18/25

CITY OF DUBLIN
PUBLIC WORKS DEPARTMENT
100% PLANS
NORTH PARK @ FRANCIS RANCH
ART SCULPTURE LOCATION PLAN
DATE:
RECOMMENDED FOR BIDDING BY:

CITY OF DUBLIN
100 CIVIC PLAZA
DUBLIN, CA 94568
(925) 833-6630

Revisions

Num.	Description	Engr. Apvl.	Date
1	Revised & added public view open spaces, along with & added public view open spaces, along		10/7/2025

Record Drawings
Designer: Date:
Public Works Inspector: Date:
Project Engineer: Date:
Public Improvements Initially Accepted by the City Council on: Res. No.

PROJECT NO. 10265
DRAWING NO. ART 1

PATH: J:\DUBLIN\FRANCIS RANCH PARKS (PK2401)\CAD_NORTHERN_SHEETS_DO-ART_NORTHERNPARK.DWG
PLOT DATE: 10/7/2025 2:57 PM

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Sculptures

The Inspiration for the two sculptures emerged from exploring the historic Croak Ranch property and experiencing the beauty of the natural surroundings, as well as from the vintage ranch equipment on the land.

There will be one sculpture in each park.

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Francis Ranch Public Art
Sources of Inspiration



Old Plow, Croak Ranch



Stone wheel carved in the 13th Century
Konark Sun Temple, Orissa, India



Sculpture inspired by wagon wheels found on the Croak Ranch property



Iron Pillar of Delhi, from the 4th Century





Iron Pillar of Delhi (right)
With concept drawing of sculpture inspired by the pillar



Historic Objects Photographed at Croak Ranch, March 2021



Vintage Agricultural Equipment, Croak Ranch



Heritage Oak Tree

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Sculpture 1

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Sculpture 2

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Inspiration for Cloud Lanterns

The ten 'Cloud Lantern' sculptures are inspired both by the beautiful clouds that grace Dublin, and by native Northern California medicinal plants, all of which grow in the Dublin Area.


Cilantro


Calendula


Mullein


California Poppy


Camomile

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Cloud Lantern 1

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Cloud Lantern 2

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76



Cloud Lantern 3

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76



Cloud Lantern 4

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76



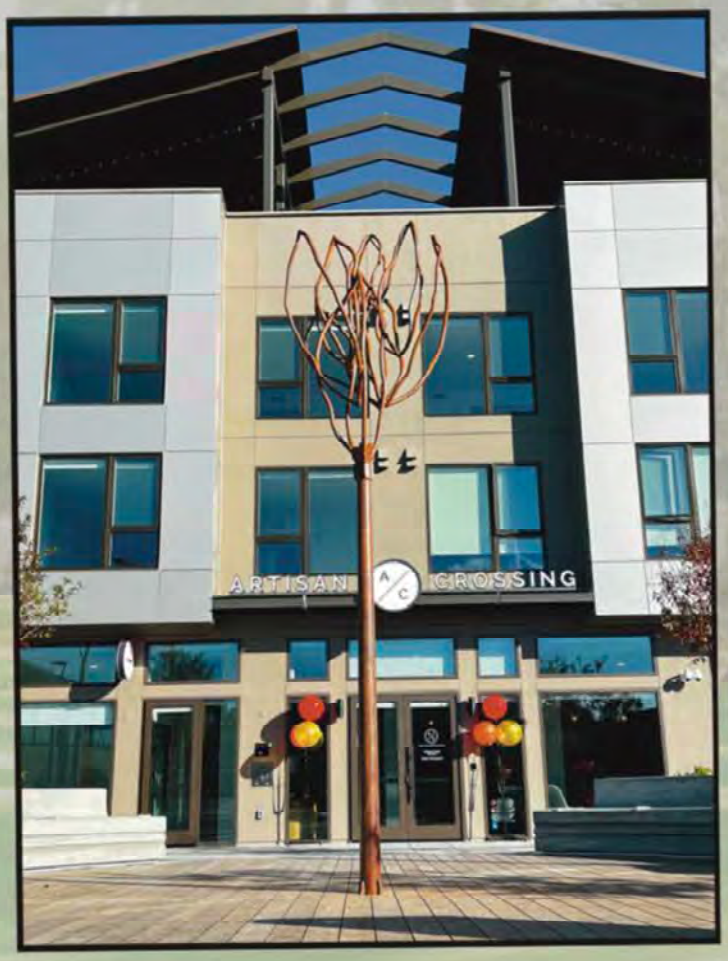
Cloud Lantern 5

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

Bloom III

Artisan Crossing, Belmont, CA.

2023. Ht: 17’









Example: Cloud Lanterns

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‘Bird Arches’ at Play Areas

The Bird Arches create an uplifting and welcoming entryway to the play areas.

There will be one Bird Arch in each of the two parks.





Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

Francis Ranch Heritage Log Benches

There will be three Tree Benches, two in each park.
The final bench designs will be determined upon the shapes and sizes of the trees.



Log bench examples



Heritage Trees harvested from the Croak / Francis Ranch Property



Log bench examples







Log bench examples

Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76



Docusign Envelope ID: B3832437-DD29-4140-A918-C508D32F0E76

EXHIBIT C

Bond Estimates

Labor and Materials: $1,534,580.35

Faithful Performance: $1,534,580.35

Agenda Item 5.3

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Annual Street Resurfacing - 2024 Slurry Seal Project, CIP No. ST0117 – Acceptance of Work
Prepared by: Robert Magno, Assistant Civil Engineer

EXECUTIVE SUMMARY:

The City Council will consider accepting the Annual Street Resurfacing – 2024 Slurry Seal Project. The project resurfaced multiple street segments with a slurry seal treatment that will prolong the life of the existing pavement surface.

STAFF RECOMMENDATION:

Adopt the **Resolution** Accepting the Annual Street Resurfacing - 2024 Slurry Seal Project, CIP No. ST0117.

FINANCIAL IMPACT:

The cost of the Annual Street Resurfacing (2024 Slurry Seal) Project were 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 Slurry Seal Project:	$1,075,294
Construction Contract - $809,029	
Change Orders - $142,765	
Contract Services, Design, Salary, and Testing - $123,500	
2024 Overlay Project (completed previously)	$2,184,575
2024 Cape Seal Project (completed previously)	$1,019,000
Total Expenditures	**$4,278,869**
Estimated Project Balance	**$324,455**

Upon the City Council's acceptance of the project, the remaining budget will be retained within the Annual Street Resurfacing Project for use on other 2025 resurfacing projects.

DESCRIPTION:

On April 16, 2024, the City Council awarded a construction contract in the amount of $809,029 to American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing -2024 Slurry Seal Project, CIP No. ST0117. On October 15, 2024, the City Council approved Resolution No. 117-24 that authorized an increase of the contingency amount to $185,000 from the initial contingency amount of $100,000. The increased contingency amount was for change order work to complete crack sealing and localized pavement repairs on Hacienda Drive, between Dublin Boulevard and the I-580 freeway ramps.

In addition to the change order work on Hacienda Drive, the 2024 Slurry Seal rehabilitated approximately 51 street segments in the Positano and Dublin Ranch neighborhoods, covering over 1.5 million square feet of roadway with a slurry seal preventative maintenance technique used to prolong the life of asphalt concrete surfacing. As streets begin to show wear and stress cracks, it is important to seal the cracks to keep water from getting under the roadway pavement. Slurry consists of a sand/oil mixture which seals cracks and provides a new, uniform wearing surface. Figure 1 below shows the project slurry seal streets in Positano and Dublin Ranch.

Figure 1. Location Map



Staff has inspected the work and determined that the project is complete and recommends that the City Council accept the project 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 American Asphalt Repair & Resurfacing Co., Inc. and to the Independent Watchdog Committee of the Alameda County Transportation Commission.

ATTACHMENTS:

1) Resolution Accepting the Annual Street Resurfacing -2024 Slurry Seal Project, CIP No. ST0117
2) CIP No. ST0117

RESOLUTION NO. XX - 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

ACCEPTING THE ANNUAL STREET RESURFACING - 2024 SLURRY SEAL PROJECT, CIP NO. ST0117

WHEREAS, on April 16, 2024, the City entered into a Construction Contract with American Asphalt Repair & Resurfacing Co., Inc. for the Annual Street Resurfacing –2024 Slurry Seal Project, CIP No. ST0117; and

WHEREAS, on October 15, 2024, the City approved Resolution No. 117-24 that increased the project contingency amount to $185,000 and authorized the City Manager to approve contract change orders up to said $185,000 contingency amount; and

WHEREAS, the project resurfaced multiple street segments with a slurry seal treatment that will prolong the life of the existing pavement surface; 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, American Asphalt Repair & Resurfacing Co., 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 Slurry Seal Project, CIP No. ST0117, 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 21st day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
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.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: FY 2024-2026 Quarterly Strategic Plan Update
Prepared by: Jordan Foss, Senior Management Analyst

EXECUTIVE SUMMARY:

The City Council will receive a status update on the City's Two-Year Strategic Plan progress report, along with key highlights from Quarter 1 of Fiscal Year 2025-26.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Every two years, the City Council adopts a Strategic Plan comprising the City's Mission, Vision, and Values, as well as strategies and objectives which guide the City's work for the current two-year period. To accomplish the objectives outlined in the Strategic Plan, the City Manager identifies work plan items that align with its goals and objectives. The City Council adopted the latest Two-Year Strategic Plan on April 2, 2024, covering Fiscal Years 2024-25 and 2025-26.

In 2025, the City transitioned to the newly redesigned Strategic Plan Progress Report format. The Strategic Plan Progress report details the City Council's five strategies and 25 objectives along with Staff's work plan for achieving each objective. Each work plan item includes a description, anticipated fiscal years of activity, assigned department(s), and status. As progress is tracked throughout the two-year period, items are updated to reflect whether they are completed, completed/ongoing, in progress, off target, or not started.

Additionally, the City Manager may also assign new work plan tasks as needed. To ensure transparency, existing items are not removed from the progress report; instead, they remain to

reflect the efforts made toward each objective. Any changes to objectives or work plan items are recorded in the document's revision history. Below are key highlights from Quarter 1 of Fiscal Year 2025-26.

Key Highlights: July 1, 2025 – September 30, 2025

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin

- Staff collaborated with the consultant to conduct extensive outreach to inform the Marketing and Branding Strategy. This included individual interviews with City Councilmembers, focus groups with industry stakeholders and regional partners, and a community survey. The findings from this outreach will be summarized and presented in Q2.
- The Economic Development Committee conducted a business visitation with the Vice President of the Ulferts Center and the Vice President of Leasing for the Hacienda Crossings Shopping Center.
- Staff engaged key stakeholders, including brokers, developers, and property owners, to discuss active projects and share information on City programs and initiatives.
- Staff distributed a flyer promoting the Small Business Navigator Program, which included links to Hindi, Traditional Chinese, Simplified Chinese, and Spanish versions to ensure accessibility for a diverse business community.
- The Business Concierge Program remained active, with the Economic Development Department responding to more than 160 requests for assistance, up 33% from the previous period.
- Staff recently completed a comprehensive update to the "How to Start a Business" guide and is currently developing a user-friendly handout to explain the business entitlement process.
- Staff continues to work with the developer of the Dublin Centre project regarding the Tassajara Road street improvements and associated modifications to the Eastern Dublin Transportation Impact Fee program, as was anticipated by the Dublin Center project conditions of approval.

Strategy 2: Public Safety

- Dublin Police Services worked with the School District to ban e-scooters for K-8 students, updated our website with safety information for bike/e-bike safety.
- On August 19, 2025, the City Council approved a Side Letter to the agreement with Alameda County Fire Department (ACFD) regarding the fire station alerting system project. On September 9, 2025, the Alameda County Board of Directors approved the Side Letter, which allows ACFD to proceed to the construction phase of the project. City Staff are awaiting the ACFD submittal of building permits for the alerting system at each of the City's three fire stations.
- Staff issued a request for qualifications (RFQ) for a functional and physical condition assessment of the City of Dublin's three fire stations. Statements of qualifications were submitted by 10 consulting firms. Staff is reviewing the qualifications.

Strategy 3: Housing Inclusivity and Affordability

- Staff continues to work with the Related Companies on grant opportunities for the 300-

unit Amador Station Affordable Housing Project. The Developer has also submitted a building permit application for Phase A-2 of the project. Staff extended the term of their residential unit allocation from the Downtown Dublin Development Pool in accordance with the terms of the Community Benefit Agreement for the project.

- Staff continues to work with The Dublin Centre master developer, LandSea Homes and Sunflower Hill on the dedication of land for the Grace Pointe Affordable Housing Project. Additionally, Staff is working with Sunflower Hill as they prepare their application for a Site Development Review Permit.

Strategy 4: Inclusive and Effective Government

- Staff created 21 emergency press release drafts for a variety of potential incidents. They were translated into Spanish, Hindi, and Simplified Chinese.
- Bids were received for the construction of the two Francis Ranch parks. Staff anticipates that the parks will be named upon confirmation by the City Council by the end of this calendar year.
- The Finance Department began implementation of a new transparency tool from OpenGov, a local software engineering company specializing in data accessibility. The new Budget Transparency Portal will allow members of the public to access high-level summary data, view information in customizable graphical formats designed for ease of understanding, and explore detailed data by clicking on the interactive tables and charts.

Strategy 5: Long-Term Infrastructure and Sustainability Investments

- The Metropolitan Transportation Commission (MTC) led a kick-off meeting with City staff regarding MTC's Public Fleet Electrification Planning Assistance Program.
- Construction of the 2025 Slurry Seal project on residential streets was substantially completed in July. Crack sealing and localized pavement repairs of Hacienda drive, between Dublin Boulevard and the I-580 ramps, were completed in September. Final inspection, punch list corrections, and project closeout activities remain.
- Staff began the Pavement Management Program update with the City's pavement consultant. Pavement maintenance strategies and cost data review is complete. Assessment of future pavement rehabilitation needs and potential funding scenarios is underway.

Attachment 1 is the updated Strategic Plan Progress Report.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) FY 2024-2026 Strategic Plan Progress Report – Year 2, Quarter 1



City of Dublin
CALIFORNIA

STRATEGIC PLAN
YEAR 2, Q1 UPDATE
Fiscal Years 2024-2026

STRATEGIC PLAN

On April 2, 2024, the Dublin City Council adopted the FY 2024-2026 Strategic Plan, outlining the City Council's shared vision and values for Dublin's future. The plan includes five key strategies and 25 objectives. Additionally, the City Manager identifies work plan items that align with the Strategic Plan's goals and objectives.

PROGRESS REPORT

This report provides a quarterly update, highlighting progress made toward the Strategic Plan's goals and objectives.

DEPARTMENT KEY

CD	Community Development
CC	City Clerk
CMO	City Manager's Office
ED	Economic Development
FIN	Finance
FIRE	Fire
HR	Human Resources
IT	Information Technology
PCS	Parks and Community Services
POLICE	Police
PW	Public Works

STATUS KEY

The following key indicates each project's status: Completed, In Progress, Ongoing, Off Target, or Not Started.

✓ **Completed:** The task has been fully completed.

✓/○ **Completed/Ongoing:** The task has been completed, and incorporated into City operations.

➡ **In Progress:** Staff is actively working on the task, and it is on track to be completed on time.

■ **Off Target:** Staff is working on the task, but it is behind schedule and may not be completed on time.

X **Not Started:** Work on this item has not yet begun.

CONTENTS

Strategy 1: Economic Development, Small Business Support, and Downtown Dublin 1
Strategy 2: Public Safety 2
Strategy 3: Housing Inclusivity and Affordability 3
Strategy 4: Inclusive and Effective Government. 4
Strategy 5: Long-Term Infrastructure and Sustainability Investments 5
Revision History 6

STRATEGY 1: ECONOMIC DEVELOPMENT, SMALL BUSINESS SUPPORT, AND DOWNTOWN DUBLIN

OBJECTIVE 1.A: Support the implementation of the 2024 Economic Development Strategy, including pursuing growth industries.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Implement an economic development-tailored marketing and branding strategy.	●	●	ED	➡
ii Focus existing business visitation program towards high-priority industries.	●	●	ED	✓/O
iii Collect information regarding specific regulatory barriers to changes of use in retail spaces.	●	●	ED, CD	➡
iv Convene meetings with brokers, developers, and major property owners to provide updates regarding City efforts and resources.	●	●	ED	✓/O

OBJECTIVE 1.B: Work with ARA and Hines on the development of the Dublin Commons project, including associated public improvements, relocation of tenants, development agreement and appropriate incentives to effectuate physical changes to the area, as well as support for small businesses.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Update the Western Dublin Transportation Impact Fee program.	●	●	PW, CMO, FIN	■
ii Draft Deal Terms for the Dublin Commons development agreement.	●	●	ED	➡
iii Draft the Dublin Commons development agreement.	●	●	ED	➡

OBJECTIVE 1.C: Continue supporting the Fallon-East Economic Development Zone and associated agreements that effectuate the construction of the Dublin Boulevard extension.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Work with Fallon East Property Owners on development agreements.	●	●	ED, CD, PW	✓/O
ii Update the Eastern Dublin Transportation Impact Fee program.	●	●	PW, CMO, FIN	■
iii Work with RES on the mitigation of the Dublin Boulevard extension.	●	●	PW, CMO	✓/O
iv Work with Alameda County Transportation Commission on the Dublin Boulevard extension – Design phase.	●	●	PW, CMO	✓/O
v Oversee work on the Dublin Boulevard extension – Funding Plan Development with Alameda County Transportation Commission and Livermore.	●	●	PW, CMO	✓/O

OBJECTIVE 1.D: Continue to evaluate and implement small business programs that provide financial assistance, business development, permit processing, and support services to the community.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Expand the Small Business Navigator program, and other technical support programs.	●	●	ED	➡
ii Provide Business Concierge Services to support with the retention and growth of businesses.	●	●	ED	✓/O
iii Prepare a Business Entitlement Process Handout to help provide clarity on the City's process.	●	●	ED	➡

STRATEGY 2: PUBLIC SAFETY

OBJECTIVE 2.A: Work with County officials on Santa Rita Jail release procedures and services to improve the safety of adjacent neighborhoods.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Work with Alameda County Sheriff's Office Administration to discuss current practices and transportation options.	●	●	POLICE	✓/○
ii Explore funding options from Alameda County to help mitigate concerns with inmate release procedures.	●	●	POLICE	✓/○
iii Install Flock Situational Awareness Cameras at Arnold Road/Horizon Parkway.	●		POLICE, IT	✓

OBJECTIVE 2.B: Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Install pedestrian signage to guide Santa Rita Jail releasees to Dublin/Pleasanton BART station.	●		POLICE	✓
ii Develop and implement a bicycle and scooter safety and education program, including e-bikes and e-scooters, in collaboration with the Dublin Unified School District and residents.	●	●	POLICE	✓/○
iii Install Flock Situational Awareness Cameras at designated intersections (rolling installations).	●	●	POLICE	✓/○

OBJECTIVE 2.C: Establish a Business Watch program to collaboratively address commercial theft.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Partner with the Dublin Chamber of Commerce on the development of a Business Watch Program.	●	●	POLICE	✓/○
ii Develop and host a Small Business and Public Safety Fair to support local businesses.	●		POLICE, ED	✓

OBJECTIVE 2.D: Work with Alameda County Fire on upgrades to fire stations to improve safety and efficiency of operations.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Install new fire station alerting systems.	●	●	FIRE, PW	➡
ii Complete facility condition assessments of Dublin fire stations.	●	●	PW	➡

OBJECTIVE 2.E: Develop a more comprehensive security infrastructure for City facilities, including video surveillance, building access and improvements, and alarm systems.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Install citywide situational cameras at all City building facilities.	●	●	IT	➡
ii Convert citywide electronic badging access to a single vendor.	●	●	IT	➡
iii Implement a unified security vendor for all building alarms.	●	●	IT, PW	➡

STRATEGY 3: HOUSING INCLUSIVITY AND AFFORDABILITY

OBJECTIVE 3.A: Implement the goals, policies, and programs in the 2023-2031 Housing Element.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Prepare Zoning Ordinance Amendments that implement Housing Element programs.	●	●	CD	➡
ii Prepare Rezoning Ordinance of properties with Planned Development Residential Zoning.	●		CD	✓
iii Create or amend existing housing programs to implement Housing Element programs.	●	●	CD	✓/O

OBJECTIVE 3.B: Support efforts to produce housing affordable at all levels of income.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Implement the Dublin Centre project which includes 494 market rate units, 6 moderate income units, 105 low- and moderate-income accessory dwelling units, dedication of a 1.88-acre site for affordable housing, and contribution of $1 M to the First Time Homebuyer Loan Program.*	●	●	CD	✓/O
ii Implement the Francis Ranch project which includes 555 market rate units, 18 moderate-income units, 50 low-income accessory dwelling units, dedication of a two-acre site for affordable housing, and payment of in-lieu fees.*	●	●	CD	✓/O
iii Implement the Regional Street Senior Affordable Housing Development which includes 113 units that are affordable to very low- and low-income households.*	●	●	CD	✓/O
iv Implement the Amador Station project which includes 300 units that will be affordable to extremely low-, low- and moderate-income households and built in four phases.	●	●	CD	➡
v Work with Alameda County to secure Transit Center Site D-1 at no cost for a future affordable housing development with approximately 99-units.	●	●	CD	➡

OBJECTIVE 3.C: Support programs that facilitate homeownership such as the First-Time Home Buyer Loan Program.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Complete Amendments to the First-Time Home Buyer Loan program to increase use of program and ensure compatibility with other loan programs.	●		CD	✓

OBJECTIVE 3.D: Support development of housing types to support essential workers, younger buyers, and seniors.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Implement the Dublin Centre entry level townhomes project.*	●	●	CD	✓/O
ii Implement and assist Eden Housing with the Regional Street Senior Affordable Housing project permits, grants, and financing.*	●	●	CD	✓/O
iii Implement and assist the Related Companies with their Amador Station Affordable Housing project permit, grants, and financing.	●	●	CD	➡
iv Work with Grace Point at Dublin Centre on entitlements and financing.	●	●	CD	➡
v Work with Francis Ranch to implement their Affordable Housing Agreement.	●	●	CD	✓
vi Work with Alameda County to secure the Transit Center site D-1 for affordable housing.	●	●	CD	➡

OBJECTIVE 3.E: Support efforts to address housing for special needs communities.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Work with Grace Point at Dublin Centre on entitlements and financing.	●	●	CD	➡
ii Work with Francis Ranch to implement their Affordable Housing Agreement.	●	●	CD	➡

** Under construction*

STRATEGY 4: INCLUSIVE AND EFFECTIVE GOVERNMENT

OBJECTIVE 4.A: Set reserves aside for major infrastructure investments which are key to the City's economic future.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Continue to build the Dublin Boulevard extension Advance Reserve.	●	●	FIN	✓/O
ii Continue funding the Downtown Reserve.	●	●	FIN	✓/O
iii Continue to build the Village Parkway Pavement Reconstruction Reserve.	●	●	FIN	✓/O

OBJECTIVE 4.B: Develop policies and procedures to address transition to District-based elected officials.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Transition to District-based election for the November 2024 election.	●	●	CC	✓
ii Include the topic "city governance with district representation" at the City Council Team-building Workshop to receive feedback for the drafting of policies and procedures.	●	●	CMO	✓

OBJECTIVE 4.C: Implement DEI Action Plan and continue to use a diversity, equity, and inclusion lens in organizational development and programming.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Implement adaptive swimming lessons and recreation swimming opportunities at The Wave.	●	●	PCS	✓
ii Install communication boards at The Wave and other facilities to provide access and raise public awareness about special education.	●	●	PCS	✓
iii Provide Human Services Grants to community benefit organizations in the Tri-Valley.	●	●	PCS	✓/O
iv Continue efforts in hiring practices and training that promotes inclusion, connection, belonging, and safety for staff and prospective employees.	●	●	HR	✓/O

OBJECTIVE 4.D: Conduct ongoing outreach and garner feedback on services and programs to meet the community's needs.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Manage the Francis Ranch Development Neighborhood Parks projects.	●	●	PCS	➡
ii Undertake the Eastern Dublin Wireless Telecommunication Facility project.	●	●	CMO	✓/O
iii Evaluate the feasibility of a program to recognize cultural celebrations in the community.	●	●	CMO, PCS	✓/O

OBJECTIVE 4.E: Evaluate ways to increase transparency in finance, policing, and development and infrastructure projects.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Develop and host a Small Business and Public Safety Fair.	●	●	POLICE, ED	✓
ii Implement online transparency tool for capital projects.	●	●	PW, FIN	✓/O
iii Implement a new weekly community newsletter.	●	●	CMO	✓/O

OBJECTIVE 4.F: Continue proactive evaluation of policies and procedures and ensure cybersecurity infrastructure and practices are sufficient to protect the City's assets.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Develop IT training curriculum for new, ongoing, and executive staff.	●	●	IT	➡
ii Review existing technology policies and procedures as they relate to digital acceptable use, remote access, and city-owned vs. personal device usage of City networks and systems.	●	●	IT	➡
iii Continue to execute quarterly penetration testing with the City's cyber insurance contractor.	●	●	IT	✓/O

STRATEGY 5: LONG-TERM INFRASTRUCTURE AND SUSTAINABILITY INVESTMENTS

OBJECTIVE 5.A: Continue to explore funding mechanisms for capital and ongoing maintenance needs.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Identify and pursue grant funding opportunities for capital and maintenance projects.	●	●	CMO, PW	✓/○
ii Execute contributions from the General Fund to the Internal Services Funds for facility replacements in both FY 2024-25 & FY 2025-26 budgets.	●	●	FIN	✓
iii Manage ongoing Pavement Management Reserve funding designations.	●	●	FIN	✓/○

OBJECTIVE 5.B: Focus on major street improvements to assist in improving safety and traffic movement, including Village Parkway, Tassajara Road, and the Dublin Boulevard extension.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Carry out Citywide Signal Communications upgrade.	●	●	PW	➡
ii Work with Alameda County Transportation Commission on the Dublin Boulevard extension – Design phase.	●	●	PW, CMO	✓/○
iii Oversee work on the Dublin Boulevard extension – Funding Plan Development with Alameda County Transportation Commission and Livermore.	●	●	PW, CMO	✓/○
iv Manage Tassajara Road Improvements – North Dublin Ranch Drive to Quarry Lane School.	●	●	PW	➡
v Execute design phase for Tassajara Road Realignment and Widening – Fallon Road to North City Limit – Design.	●	●	PW	➡
vi Continue work on Village Parkway Reconstruction – Design phase.	●	●	PW	➡

OBJECTIVE 5.C: Continue to make progress on the Climate Action Plan and sustainable operations.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Launch Dublin Climate Challenge Online Community Engagement platform.	●	●	PW	✓/○
ii Adopt the Low Carbon Concrete Building Code.	●		CD, PW	✓
iii Develop Building Electrification Plan.	●	●	PW	➡
iv Develop Electric Vehicle Infrastructure Plan.	●	●	PW	➡
v Oversee and continue Citywide Energy Efficiency and Infrastructure projects.	●	●	PW	✓/○
vi Manage the maintenance of the Green Stormwater Infrastructure – Iron Horse Trail, South of Amador Valley Boulevard.	●	●	PW	➡
vii Manage the implementation of Green Stormwater Infrastructure – Citywide Trash Capture Devices.	●	●	PW	➡
viii Develop a Fleet Electrification Plan through the Metropolitan Transportation Commission's Public Fleet Electrification Planning Assistance Program.	●	●	PW	➡

OBJECTIVE 5.D: Evaluate options for a sustainable pavement management program.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Complete First Cape Seal Street Resurfacing.	●	●	PW	✓
ii Undertake the 2024 Annual Street Resurfacing project.	●	●	PW	✓
iii Undertake the 2025 Annual Street Resurfacing project.	●	●	PW	➡
iv Update the Pavement Management program.	●	●	PW	➡

OBJECTIVE 5.E: Evaluate use of General Fund reserves to address asset replacement needs.

Work Plan	Fiscal Years 24/25	Fiscal Years 25/26	Department(s)	Status
i Continue to evaluate Pavement Management Reserve funding designations.	●	●	FIN	✓/○

REVISION HISTORY

March 2025

- Added *Department Key*
- Added *Off Target* category to Status Key
- Added *Revision History* page

June 2025

- Updated document title to "Year 1 Update"
- Added item 5. C viii

August 2025

- Added *Completed/Ongoing* category to the status key

October 2025

- Change Objective 1.B: i to *Off Target*
- Change Objective 1.C: ii to *Off Target*
- Change Objective 2.B: ii to *Completed/Ongoing*
- Change Objective 2.D: ii to *In Progress*
- Change Objective 5.B: iv to *In Progress*
- Change Objective 5.B: vi to *In Progress*
- Change Objective 5.C: vi to *In Progress*
- Change Objective 5.D: iv to *In Progress*

DUBLIN
CALIFORNIA

Agenda Item 5.5

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Update of Procedures for Accounts Payable Check Signing
Prepared by: Chris Rhoades, Financial Analyst

EXECUTIVE SUMMARY:

The City Council will consider updating the City's check-signing procedures to raise the threshold for a required countersignature on accounts payable checks from $1,000 to $5,000. Established in 2009, the current limit no longer reflects present-day financial practices or transaction volumes. The proposed change will improve efficiency while maintaining sound internal controls.

STAFF RECOMMENDATION:

Adopt the **Resolution** Amending the Listing of City Officials and the Procedures for the Processing of Payments Requiring a Signature.

FINANCIAL IMPACT:

There is no direct financial impact. The proposed change will reduce Staff time required to administer accounts payable processing.

DESCRIPTION:

Background
Within the California Government Code, there are two primary sections that govern how the City may issue payments.

1. *California Government Code Sections 5500–5506 (Uniform Facsimile Signatures of Public Officials Act)*
   Established under Title 1 (General), Division 6 (Public Bonds and Obligations), Chapter 6, this Act authorizes City officials to use electronic or facsimile signatures on instruments of payment. This provision enables the secure electronic application of authorized signatures on checks and other negotiable instruments, streamlining payment processing while maintaining legal validity.

2. *California Government Code Section 37203*
   This section directs cities to establish, by resolution, the method by which warrants and checks are drawn. The statute does not prescribe any specific restrictions on the method used, nor does it establish any dollar thresholds for requiring multiple signatures. Instead, it grants each City Council the authority to determine its own procedures for payment authorization consistent with sound fiscal practices.

On March 15, 1982 through Resolution No. 14-82, the City Council adopted its first check-signing procedures. Since then, Resolution Nos. 4-88, 136-86, 14-82, 91-99, and 101-09 refined these procedures to reflect evolving administrative practices, accounting systems, and financial management standards.

The City Council is now being asked to revise the City's check-signing procedures to raise the threshold requiring a second manual signature (countersignature) on accounts payable checks from $1,000 to $5,000. The $1,000 threshold was established through Resolution No. 101-09 (Attachment 2).

Current Procedures
In 2009, the City authorized electronic application of the Mayor's signature for accounts payable checks and required manual countersignatures only for checks exceeding $1,000. Prior to that, all checks required a manual Mayor's signature plus countersignatures from the City Treasurer, Deputy Treasurer, or City Clerk. At that time, approximately 62% of checks were under $1,000 and required only one signature.

In Fiscal Year 2024-25, Staff processed 3,215 checks, of which 38% (1,222) were for $1,000 or less, with the rest (62%) requiring a countersignature. This represents a reversal of the 2009 proportions. To restore the intended balance between efficiency and internal control, Staff recommends raising the countersignature threshold to $5,000. This adjustment would reduce the proportion of checks requiring a second signature to approximately 33%, aligning the procedure with its original purpose and current financial activity.

Internal Controls
Neither the Government Finance Officers Association (GFOA) nor the California Society of Municipal Finance Officers (CSMFO) specifies a dollar threshold for multiple signatures. Both organizations emphasize strong internal controls and segregation of duties.

The City's current authorization procedures include multiple layers of review:

- **Invoice Entry:** Administrative staff from each Department input information into the financial system.
- **Departmental Approvals:** Department Heads and/or Assistant Department Heads provide the first level of approval.
- **Finance Approvals:** A Finance Technician provides the second level of approval, and the Accounting Manager or Financial Analyst provides the third level of approval.
- **Check Signing:** The Finance Director reviews all checks and manually signs checks

over $1,000 with a countersignature.

Additional safeguards include:

- Uploading a Positive Pay file for each check run to the City's bank.
- Storing check images in the City's financial system.
- Maintaining a monthly Warrant Register, presented to the City Council.

These controls ensure transparency, accountability, and compliance with sound financial practices.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Amending the Listing of City Officials and the Procedures for the Processing of Payments Requiring a Signature
2) Resolution No. 101-09 Rescinding Resolution No. 91-99 and Adopting a Listing of City Officials and Procedures for the Processing of Payments Requiring a Signature

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING THE LISTING OF CITY OFFCIALS AND THE PROCEDURES FOR THE PROCESSING OF PAYMENTS REQUIRING A SIGNATURE

WHEREAS, on May 18, 1999, the City Council adopted Resolution No. 91-99 which identified the signature process to be used for City payments, allowing a facsimile of the Mayor's signature to be stamped on Accounts Payable checks and counter signed with a manual signature by the City Treasurer; and

WHEREAS, on July 7, 2009, the City Council adopted Resolution No. 101-09 which updated the signature process to be used for City payments allowing the Mayor's signature to be printed directly onto checks, providing that all payments in the amount of $1,000 or more, have one manual countersignature from the City Treasurer, Deputy City Treasurer, or City Clerk; and

WHEREAS, the quantity of accounts payable checks issued by the City and the average amount of those checks have increased since the last time the procedures for processing payments was amended; and

WHEREAS, the City seeks to make optimal use of Staff time and resources spent on processing payments, while still maintaining adequate internal controls.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin amends the listing of City Officials and the procedures for the processing of payments requiring a signature.

BE IT FURTHER RESOLVED, that the City Council does hereby adopt the following procedures for authorizing signatures on instruments of payment which require such signatures:

Section 1. Facsimile Signatures on Instruments of Payment

Except as provided for in Section 2 below, all instruments of payment as defined in Government Code Section 5500 (b) issued by the City of Dublin and requiring a signature, may be signed by the electronic facsimile signature of the Mayor. Provided that on any such payments in the amount of $5,000 or more there shall also be appended one manual signature from the: City Treasurer, Deputy City Treasurer, or City Clerk.

Section 2. Signature on Payroll Checks

All payroll checks drawn upon a City of Dublin account shall be signed by electronic facsimile signature of the City Manager or one manual signature from the City Treasurer, Deputy Treasurer, or City Clerk.

Section 3. State Certification Facsimile Signature

In accordance with the requirements of Section 5501 of the Government Code a manual signature of the official signature shall be filed with the Secretary of State.

Section 4. Implementation Of Procedures Necessary For Internal Control
The facsimile signature shall be used for those instruments of payment identified in this resolution. The City Treasurer shall prepare and implement written procedures which provide internal control and to the extent possible a segregation of duties. Records shall be maintained identifying checks issued with the facsimile signature, including the date of issuance, amount of payment, payee, and the check number.

PASSED, APPROVED AND ADOPTED this 21st day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. 101–09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

* * * * * * * *

RESCINDING RESOLUTION NO. 91-99 AND ADOPTING A LISTING OF CITY OFFICIALS AND PROCEDURES FOR THE PROCESSING OF PAYMENTS REQUIRING A SIGNATURE

WHEREAS, on May 18, 1999 the City Council adopted Resolution No. 91-99 which identified the signature process to be used for City payments; and

WHEREAS, the California Government Code in: Title 1 (General) - Division 6 (Public Bonds and Obligations) – Chapter 6 (Uniform Facsimile Signatures of Public Officials Act), establishes the process for using other than an original signature for City issued instruments of payment; and

WHEREAS, with the implementation of a new computer financial system it is appropriate to consider amendments to the procedures currently used; and

WHEREAS, the new finance computer system contains features that utilize the finance system security to apply signatures on payments; and

WHEREAS, the changes in the process can be accommodated while still maintaining adequate internal controls.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby rescind Resolution No. 91-99 in its entirety.

BE IT FURTHER RESOLVED that the City Council does hereby adopt the following procedures for authorization signatures on instruments of payment which require such signatures:

Section 1. Facsimile Signatures on Instruments of Payment

Except as provided for in Section 2 below, all instruments of payment as defined in Government Code Section 5500 (b) issued by the City of Dublin and requiring a signature, may be signed by the electronic facsimile signature of the Mayor. Provided that on any such payments in the amount of $1,000 or more there shall also be appended one manual signature from the: City Treasurer, Deputy City Treasurer, or City Clerk.

Section 2. Signature on Payroll Checks

All payroll checks drawn upon a City of Dublin account shall be signed by electronic facsimile signature of the City Manager or one manual signature from the City Treasurer, Deputy Treasurer, or City Clerk.

Section 3. State Certification Facsimile Signature

In accordance with the requirements of Section 5501 of the Government Code a manual signature of the official signature shall be filed with the Secretary of State.

Section 4. Implementation Of Procedures Necessary For Internal Control

The facsimile signature shall be used for those instruments of payment identified in this resolution. The City Treasurer shall prepare and implement written procedures which provide internal control and to the extent possible a segregation of duties. Records shall be maintained identifying checks issued with the facsimile signature, including the date of issuance, amount of payment, payee, and the check number.

PASSED, APPROVED AND ADOPTED this 7th day of July, 2009, by the following vote:

AYES: Councilmembers, Biddle, Hart, Scholz, and Mayor Pro Tem Hildenbrand

NOES: None

ABSENT: Mayor Sbranti

ABSTAIN: None

Kasia Hildenbrand
Mayor Pro Tem Hildenbrand

ATTEST:

Carol L. Scott
City Clerk

Agenda Item 5.6

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 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 September 1, 2025 – September 30, 2025, totaling $6,063,145.18.

STAFF RECOMMENDATION:

Receive the report.

FINANCIAL IMPACT:

Summary of Payments Issued

Report Period:	September 1, 2025 – September 30, 2025
Total Number of Payments:	296
Total Amount of Payments:	$6,063,145.18

DESCRIPTION:

The Payment Issuance Report (Attachment 1) provides a listing of all payments for the period beginning September 1, 2025 through September 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 September 2025

City of Dublin
Payment Issuance Report

Print Date: 10/6/2025

Payments Dated 9/1/2025 through 9/30/2025

Date Issued	Payee	Description	Amount
9/2/2025	ACCOPSA -ALAMEDA COUNTY CHIEFS OF POLICE	MEMBERSHIP DUES FY2025-2026	750.00
9/2/2025	ACTIVE NETWORKS, LLC	ACTIVENET TECHNICAL SERVICES	1,400.00
9/2/2025	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	918.40
9/2/2025	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES - AUG 2025	9,261.00
9/2/2025	AMOBIUS GROUP INC.	DPS - ONLINE SCHEDULING SOFTWARE AUG 2025-2026	900.00
9/2/2025	AT&T - CALNET 3	SERVICE TO PSC 08/01/2025	121.65
9/2/2025	AT&T - CALNET 3	SERVICE TO FS2-3 07/26/2025	354.92
9/2/2025	AT&T - CALNET 3	SERVICE TO SHANNON FAX 07/27/2025	31.58
9/2/2025	AT&T - CALNET 3	SERVICE TO FS16 07/27/2025	61.61
9/2/2025	AT&T - CALNET 3	SERVICE TO CIVIC 07/27/2025	31.58
9/2/2025	AT&T - CALNET 3	CLARK AVE 07/27/2025	31.58
9/2/2025	AT&T - CALNET 3	SERVICE TO HERITAGE CTR BK UP 08/06/2025	66.09
9/2/2025	BAY ALARM COMPANY	ALARM SERVICES HERITAGE SERVICE CALL - AUG 2025	252.12
9/2/2025	BAY AREA AIR QUALITY MGMT DIST	PSC GENERATOR ANNUAL PERMIT RENEW 2025-2026	630.00
9/2/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	208.47
9/2/2025	CARBONIC SERVICE	POOL CHEMICAL FOR PH BALANCE	2,645.80
9/2/2025	CDW GOVERNMENT INC	PWK - CDW CORP YARD ADDITIONAL AV EQUIPMENT	8,300.41
9/2/2025	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES - JUL 2025	14,874.52
9/2/2025	CINTAS CORPORATION NO.2	NEW FIRST AID KIT FOR DPS EVIDENCE AREA	174.11
9/2/2025	COMCAST	COMCAST TV - AV TV30 ROOM AUG-SEP 2025	124.73
9/2/2025	CONVERGEONE, INC.	AUDIO AND CONTROL PROCESSORS - ALL FACILITIES	24,830.83
9/2/2025	CONVERGEONE, INC.	PW AND CAUCUS CONFERENCE AV EQUIPMENT	33,922.81
9/2/2025	COSTAR REALTY INFORMATION INC.	ED - COSTAR REALTY SOFTWARE	9,848.16
9/2/2025	DC ELECTRIC GROUP INC.	CIVIC TO WAVE FIBER OPTIC TEST	654.00
9/2/2025	ELD EXPERTS LLC	VERKADA-NFC LICENSES FOR MOBILE DOOR ACCESS	2,000.00
9/2/2025	FBD VANGUARD CONSTRUCTION	SAFE ROUTES TO SCHOOL CONSTRUCTION APR 2025	186,458.36
9/2/2025	FRANCHISE TAX BOARD	EMPLOYEE INCOME TAX EARNINGS WITHHOLDING	965.11
9/2/2025	GLOBAL MUSIC RIGHTS, LLC	PCS MUSIC LICENSE JUL 2025-JUN 2026	892.50
9/2/2025	IAN CHIN	PHOTOGRAPHY SERVICES - WALLIS RANCH PARK OPENING	700.00
9/2/2025	JAY THOMPSON	DEVELOPER DEPOSIT (DV0308) BALANCE REFUND	933.15
9/2/2025	JUDICIAL COUNCIL OF CALIFORNIA	PARKING FOR SPLATTER FESTIVAL	200.00
9/2/2025	KIDZ LOVE SOCCER	REC CLASS INSTRUCTOR	4,226.40
9/2/2025	LANLOGIC INC.	PD ACCESS POINT REPLACEMENT-INSTALLATION LABOR	7,945.00
9/2/2025	LANLOGIC INC.	CISCO DNS WEB PROTECTION JUL 2025	1,050.00
9/2/2025	LANLOGIC INC.	CISCO DNS WEB PROTECTION AUG 2025	1,050.00
9/2/2025	LANLOGIC INC.	NETWORK ENGINEERING SERVICES JUL 2025	201.00
9/2/2025	LOUISE VAN VEENENDAAL	SPLATTER PERFORMER	8,000.00
9/2/2025	MINUTEMAN PRESS	POSTCARDS FOR PW MAINTENANCE DIV - 589 GOT WILD LIFE?	790.85
9/2/2025	MINUTEMAN PRESS	ED - 500 BUSINESS LICENSE POSTCARDS	487.56
9/2/2025	O'GRADY PAVING INC.	2024 OVERLAY & PERSIMMON DR. PATH CONSTR RETENTION RELEASE	99,173.50
9/2/2025	ON THE VINE CATERING	20TH ANNIVERSARY OF THE DUBLIN SENIOR CENTER CATERING	3,496.69
9/2/2025	PG&E	SERVICE TO SHANNON CENTER 07/28/2025	26.28
9/2/2025	PG&E	CITY HALL 07/30/2025	3,036.95
9/2/2025	PG&E	MAINTENANCE CORP YARD 07/29/2025	24.64
9/2/2025	PG&E	SHANNON COMMUNITY CENTER 07/29/2025	98.66
9/2/2025	PG&E	SCHAEFER RANCH PARK 07/28/2025	493.84
9/2/2025	PG&E	PASSATEMPO PARK 07/23/2025	86.70
9/2/2025	PG&E	SEAN DIAMOND PARK 07/27/2025	200.13
9/2/2025	PG&E	POSITANO HILLS PARK 07/29/2025	186.01
9/2/2025	PG&E	HERITAGE MUSEUMS 07/28/2025	3,949.11
9/2/2025	PG&E	DUBLIN SPORTS GROUNDS 07/29/2025	882.97
9/2/2025	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 07/31/2025	223.13
9/2/2025	PG&E	FIRE STATION 16 07/10/2025	565.82
9/2/2025	PG&E	LIBRARY 07/29/2025	128.11
9/2/2025	PG&E	DOUGHERTY LMD 1986-1	280.84
9/2/2025	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED - JUL 2025	225.00
9/2/2025	PLANT CONSTRUCTION COMPANY, L.P.	EXTERIOR IMPROVEMENT PDB DESIGN AGREEMENT JUL 2025	230,994.98
9/2/2025	PLANT CONSTRUCTION COMPANY, L.P.	EXTERIOR IMPROVEMENT PDB DESIGN AGREEMENT MAY-JUN 2025	140,806.71
9/2/2025	PRIME TIME ENTERTAINMENT	SUMMER CONCERT SERIES SOUND RENTAL	6,600.00
9/2/2025	PRISCILLA A BARTON	REC CLASS INSTRUCTOR	180.00
9/2/2025	RETIREE MEDICAL	RETIREE MEDICAL	4,314.30
9/2/2025	SAFECHECKS	CHECK STOCK 72000-73999	748.40
9/2/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	PLOTTER PRINTER SERVICE CALL ON 8/7/25	415.23
9/2/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	FREIGHT ON TONER	15.00
9/2/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	SHAMROCK MONTHLY HARDWARE LEASE 07/30-8/30/25	1,876.18
9/2/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	USAGE CHARGE FOR 7/16-8/15/2025	1,747.48
9/2/2025	SHIR MARTIAL ARTS, LLC	REC CLASS INSTRUCTOR	557.20
9/2/2025	SMART WAVE TECHNOLOGIES, LLC	SMARTWAVE SUPPORT ANNUAL RENEWAL DOWNTOWN WI-FI	14,651.00
9/2/2025	SWINERTON MANAGEMENT AND CONSULTING	CAMP PARK SIGN CM JUL 2025	6,612.00
9/2/2025	THE SOURCING GROUP, LLC	YOUTH ADVISORY COMMITTEE 2025-2026 SHIRTS	709.01
9/2/2025	THE SOURCING GROUP, LLC	CHAMPIONSHIP SHIRTS FOR MEN'S BASKETBALL- SUMMER	551.41
9/2/2025	THE SOURCING GROUP, LLC	CHAMPIONSHIP SHIRTS FOR ADULT SOFTBALL- SUMMER	1,241.12
9/2/2025	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES - JUL 2025	25,144.00
9/2/2025	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED - JUL 2025	680.00

9/2/2025	TRUMARK HOMES	DEVELOPER DEPOSIT (DV0284) IMPACT FEE REFUND	186.00
9/2/2025	UNIVAR SOLUTIONS	SODIUM HYPOCHLORITE POOL CHEMICAL	4,921.56
9/2/2025	VALERIE DEAM MC GRATH IRISH DANCERS	REC CLASS INSTRUCTOR	748.80
9/2/2025	VICTOR FOX	EXPENSE REIMBURSEMENT	286.66
9/2/2025	VSS INTERNATIONAL, INC.	RESURFACING 2024 CAPE SEAL RETENTION RELEASE	41,249.44
9/2/2025	WEE HOOP, INC.	REC CLASS INSTRUCTOR	2,160.00
		Payments Issued 9/2/2025 Total:	**926,769.16**
9/4/2025	COLLEEN TRIBBY	CONFERENCE REIMBURSEMENT	40.62
9/4/2025	DEBBIE BELL	CONFERENCE REIMBURSEMENT	391.11
9/4/2025	LAURIE SUCGANG	TRAVEL REIMBURSEMENT	1,969.75
		Payments Issued 9/4/2025 Total:	**2,401.48**
9/8/2025	4IMPRINT INC	COMMUNITY PROMOTION SUPPLIES	254.07
9/8/2025	ADVANCED INTEGRATED PEST MANAGEMENT	PEST MANAGEMENT JUL 2025	6,428.80
9/8/2025	ADVANCED INTEGRATED PEST MANAGEMENT	PEST MANAGEMENT AUG 2025	6,428.80
9/8/2025	AKSHAY ARORA ARORA TENNIS & FITNESS ACADEMY	REC CLASS INSTRUCTOR	210.00
9/8/2025	ALAMEDA CO SHERIFF'S OFFICE	DPS BUSINESS CARDS	115.92
9/8/2025	ALAMEDA CO SHERIFF'S OFFICE	E-SCOOTER/E-BIKE BROCHEURE	145.60
9/8/2025	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	ALCO HMBP PERMIT - FIRE STATION #18	852.00
9/8/2025	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	ALCO HMBP PERMIT - CIVIC CENTER	3,018.00
9/8/2025	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	ALCO HMBP PERMIT - FIRE STATION #17	852.00
9/8/2025	AMADOR VALLEY INDUSTRIES LLC	TRASH SERVICES - CAMP PARKS AUG 2025	38,089.46
9/8/2025	AMY L. JONES	REC CLASS INSTRUCTOR	309.60
9/8/2025	AMY'S ENGRAVED SIGNS & AWARDS	CDD NAME PLATES	31.86
9/8/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	2,516.63
9/8/2025	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES JUL 2025	401.34
9/8/2025	BLAISDELL'S BUSINESS PRODUCTS	OFFICE SUPPLIES AUG 2025	1,337.34
9/8/2025	BLUETOAD, INC.	2025 PCS FALL/WINTER ACTIVITY GUIDE	556.59
9/8/2025	BRINKS, INC.	ARMORED CAR SERVICE SEP 2025	373.69
9/8/2025	BROOKFIELD BAY AREA HOLDINGS	DEVELOPER DEPOSIT (DV0244) BALANCE REFUND	570.98
9/8/2025	CAL PERS HEALTH PREMIUM	HEALTH INSURANCE PREMIUM - SEP 2025	202,591.33
9/8/2025	CALEHS ATTN: JOE MOULTON	INSPECTION CIVIC CENTER GENERATOR AUG 2025	600.00
9/8/2025	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	6,426.00
9/8/2025	CASTRO VALLEY PERFORMING ARTS	REC CLASS INSTRUCTOR	1,255.80
9/8/2025	CHANDLER ASSET MANAGEMENT	INVESTMENT CONSULTING SERVICES - AUG 2025	14,938.02
9/8/2025	CHRISTINE PETIT	REC CLASS INSTRUCTOR	804.00
9/8/2025	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE AUG 2025	564.00
9/8/2025	ENTERPRISE RENT A CAR EAN SERVICES, LLC	RENTAL CARS FOR DPS SIU - JUL 2025	2,598.47
9/8/2025	ERIC W LENTZ	DEVELOPER DEPOSIT (DV0436) BALANCE REFUND	5,370.50
9/8/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	3,829.60
9/8/2025	EVERYTHING GROWS INTERIOR LANDSCAPING	INTERIOR PLANT CARE & MAINT. - SEP 2025	250.36
9/8/2025	INTEGRA PLANNING & LANDSCAPE ARCHITECTURE	LANDSCAPE PLAN CHECK & INSPECTIONS JUL 2025	2,632.50
9/8/2025	INTERACTIVE DATA, LLC	DPS - SOCIAL MEDIA SEARCH AUG 2025	290.00
9/8/2025	JOHN GARDENIER, JR.	SPLATTER ENTERTAINMENT	1,000.00
9/8/2025	LANLOGIC INC.	CISCO DNS WEB PROTECTION SEPT 2025	1,050.00
9/8/2025	LEHR AUTO	EMERGENCY EQUIPMENT FOR DPS VEHICLE D12	25,877.75
9/8/2025	LEHR AUTO	EMERGENCY EQUIPMENT FOR DPS VEHICLE D04	25,877.75
9/8/2025	LIVERMORE AUTO GROUP	POLICE VEHICLE MAINTENANCE & REPAIRS	5,538.56
9/8/2025	LIVERMORE-PLEASANTON UMPIRES ASSOCIATION	ADULT SOFTBALL OFFICIATING SERVICES AUG 2025	1,750.00
9/8/2025	MARILYN JOY MARCUM	PCS RENTAL SECURITY DEPOSIT REFUND	750.00
9/8/2025	MCE CORPORATION	MAINTENANCE SERVICES JUL 2025	845,675.27
9/8/2025	MICHAEL BAKER INT'L, INC.	AFFORDABLE HOUSING PROGRAM MONITORING ASSIST JUL 2025	582.50
9/8/2025	NANOGAN SCIENCE & SERVICES, LLC	REC CLASS INSTRUCTOR	16,170.00
9/8/2025	PG&E	FALLON SPORTS PARK 08/04/2025	7,614.06
9/8/2025	PG&E	MAPE MEMORIAL PARK 07/28/2025	55.02
9/8/2025	PG&E	SANTA RITA LMD 1997-1 08/10/2025	95.37
9/8/2025	PG&E	FIRE STATION 17 08/04/2025	3,214.75
9/8/2025	PG&E	TRAFFIC SIGNALS 08/07/2025	1,196.96
9/8/2025	PG&E	THE WAVE 08/04/2025	33,744.12
9/8/2025	PROJECT DEVELOPMENT & FINANCE SOLUTIONS, LLC	SPECIAL DEVELOPMENT AND REDEVELOPMENT CONSULTING SERVICES JUL-AUG 2025	2,707.50
9/8/2025	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES - AUG 2025	274.00
9/8/2025	RURAL PIG MANAGEMENT, INC.	FERAL PIG TRAPPING 2025	10,000.00
9/8/2025	SELECT IMAGING	INSIDE DUBLIN - COMMUNITY PROMOTION SUPPLIES	1,305.48
9/8/2025	SELECT IMAGING	COMMUNITY PROMOTION SUPPLIES - INSIDE DUBLIN	335.35
9/8/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	TONER FOR PRINTER SHA70703 FREIGHT FEE	15.00
9/8/2025	SIMPLER SYSTEMS, INC	SIMPLER SOFTWARE LICENSING SUPPORT SEP 2025	1,650.00
9/8/2025	SPECIAL EVENTS	TENTING FOR SUMMER CONCERT SERIES	8,579.00
9/8/2025	T-MOBILE USA, INC.	PIO & PW CELL PHONE THROUGH 8/20/25	604.59
9/8/2025	T-MOBILE USA, INC.	CELL PHONE SERVICE THROUGH 8/20/25	634.64
9/8/2025	TOWNSEND PUBLIC AFFAIRS, INC	GRANT STRATEGY AND WRITING SERVICES SEP 2025	5,000.00
9/8/2025	TREASURER ALAMEDA COUNTY	RETURN ASSET SEIZURE FUND-CASE: D22-00034	294.00
9/8/2025	TREASURER ALAMEDA COUNTY GENERAL SERVICES AGENCY	FUEL JUL 2025	24,136.02
9/8/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES JUL 2025	6,459.36
9/8/2025	U.S. BANK	ANNUAL CFD SPECIAL TAX ADMINISTRATION - DUBLIN CROSSING	4,100.00

9/8/2025	U.S. BANK CORPORATE PMT SYSTEM	PURCHASE CARD STATEMENT AUG 2025	60,481.28
9/8/2025	UNIVAR SOLUTIONS	SODIUM HYPOCHLORITE POOL CHEMICAL	5,997.95
9/8/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CIVIC CARPET INK SPILL CLEANUP AUG 2025	295.00
9/8/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	CIVIC CHAIRS UPHOLSTERY CLEANING - AUG 2025	210.00
9/8/2025	WEE HOOP, INC.	REC CLASS INSTRUCTOR	1,944.00
9/8/2025	WFG NATIONAL TITLE INSURANCE COMPANY	LITIGATION GUARANTEE TITLE REPORT	830.00
		Payments Issued 9/8/2025 Total:	**1,410,688.54**
9/10/2025	DSRSD	DEPOSIT FOR TEMP CONSTRUCTION METER AT FOREST PARK	2,000.00
		Payments Issued 9/10/2025 Total:	**2,000.00**
9/11/2025	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 9/5/25	79,941.45
		Payments Issued 9/11/2025 Total:	**79,941.45**
9/12/2025	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 9/5/25	24,594.53
9/12/2025	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 09/05/2025	5,080.68
9/12/2025	I C M A 401 PLAN	DEFERRED COMP 401: PE 09/05/2025	1,480.09
9/12/2025	I C M A 457 PLAN	DEFERRED COMP 457: PE 9/5/25	33,401.52
9/12/2025	UNUM LIFE INS CO OF AMERICA	LIFE AND AD&D PREMIUM - AUGUST 2025	13,309.14
9/12/2025	US BANK - PARS	PARS: PE 09/05/2025	5,009.87
		Payments Issued 9/12/2025 Total:	**82,875.83**
9/16/2025	4IMPRINT INC	COMMUNITY PROMOTION/EVENTS SUPPLIES	406.24
9/16/2025	4LEAF INC.	BUILDING INSPECTION AND PLAN REVIEW - AUG 2025	94,308.00
9/16/2025	A4 PROMOTIONS & INCENTIVES	WALLIS RANCH GRAND OPENING BANNERS AND POSTERS	642.20
9/16/2025	A4 PROMOTIONS & INCENTIVES	SPLATTER SIGNAGE AND POSTERS	2,185.87
9/16/2025	ADVANCED MOBILITY GROUP	TRAFFIC SIGNAL SYSTEM SUPPORT MAY 2025	4,455.00
9/16/2025	ADVANTAGE MAILING LLC	PRINTING SVCS FOR CITY & RECREATION THRU JUN 2026	25,028.71
9/16/2025	ALAMEDA CO SHERIFF'S OFFICE	LATENT FINGERPRINT SERVICES - JUN 2024	999.84
9/16/2025	ALAMEDA CO SHERIFF'S OFFICE	LATENT FINGERPRINT SERVICES - AUG 2025	115.37
9/16/2025	ALL CITY MANAGEMENT SVCS INC	CROSSING GUARD SERVICES - AUG 2025	23,050.63
9/16/2025	ANTHONY A GOMEZ	DON BIDDLE SCHOLARSHIP RECIPIENT	1,000.00
9/16/2025	ARCO/MURRAY	CASH BOND RELEASE - BLDG-006098-2025	13,582.40
9/16/2025	AT&T - CALNET 3	SERVICE TO WAVE 08/12/2025	120.29
9/16/2025	AT&T - CALNET 3	SERVICE TO 800 08/12/2025	0.01
9/16/2025	AT&T - CALNET 3	SERVICE TO SHANNON 08/12/2025	268.70
9/16/2025	AT&T - CALNET 3	SERVICE TO SR ALARM 8/12/2025	213.37
9/16/2025	AT&T - CALNET 3	SERVICE TO CIVIC 08/12/2025	65.24
9/16/2025	AT&T - CALNET 3	SERVICE TO LIBRARY 911 08/14/2025	31.24
9/16/2025	AT&T - CALNET 3	SERVICE TO CY 08/14/2025	60.93
9/16/2025	AT&T - CALNET 3	SERVICE TO CY FAX 08/14/2025	31.24
9/16/2025	AT&T - CALNET 3	SERVICE TO PSC FIRE ALARM 08/14/2025	60.93
9/16/2025	AT&T - CALNET 3	SERVICE TO FSP FAX 08/14/2025	60.93
9/16/2025	AT&T - CALNET 3	SERVICE TO FS18 08/14/2025	90.61
9/16/2025	AT&T - CALNET 3	SERVICE TO CY 08/14/2025	236.24
9/16/2025	AT&T - CALNET 3	SERVICE TO ELEVATOR 08/14/2025	90.61
9/16/2025	AT&T - CALNET 3	HERITAGE 9391018979 08/14/2025	31.24
9/16/2025	AT&T - CALNET 3	SHANNON CENTER ALARM 93910633 08/12/2025	31.24
9/16/2025	BAY ALARM COMPANY	ALARM SERVICES CIVIC OCT 2025	264.00
9/16/2025	BAY ALARM COMPANY	ALARM SERVICES CORP YARD OCT 2025	778.02
9/16/2025	BAY ALARM COMPANY	ALARM SERVICES FS16 OCT 2025	138.00
9/16/2025	BAY ALARM COMPANY	ALARM SERVICES HERITAGE AUG 2025	426.16
9/16/2025	BAY ALARM COMPANY	ALARM SERVICES HERITAGE OCT 2025	1,031.49
9/16/2025	BAY ALARM COMPANY	ALARM SERVICES SENIOR OCT 2025	576.30
9/16/2025	BAY ALARM COMPANY	ALARM SERVICES SHANNON OCT 2025	916.92
9/16/2025	BIG O'TIRES #7	POLICE VEHICLE MAINTENANCE & REPAIRS	85.92
9/16/2025	BKF ENGINEERS	TRASH CAPTURE DEVICES DESIGN SERVICES JUL 2025	1,422.44
9/16/2025	BKF ENGINEERS	TASSAJARA RD IMP. DESIGN & CA SERVICE JUL 2025	3,714.75
9/16/2025	BOY SCOUT TROOP 905	SPLATTER - WASTE MANAGEMENT, CLEANING AND RECYCLING SERVICES	1,500.00
9/16/2025	BRIGHTLY SOFTWARE, INC.	ANNUAL SOFTWARE SUBSCRIPT & IMPLEMENTATION FY2026	49,408.62
9/16/2025	BSK ASSOCIATES INC.	MAT. TEST & SPECIAL INSP. FOR SAFE RTES JUL 2025	871.13
9/16/2025	BSK ASSOCIATES INC.	MAPE MEMORIAL PARK-MATERIALS TESTING JUL 2025	1,788.75
9/16/2025	BSK ASSOCIATES INC.	DUBLIN BLVD DSG TRENCH PAVING TESTING JUL 2025	3,332.75
9/16/2025	BSK ASSOCIATES INC.	WALLIS RANCH GEOTECH SRVS FOR SOIL CLASSIFICATION JUL 2025	996.00
9/16/2025	BSK ASSOCIATES INC.	JORDAN RANCH SQUARE GEOTECH SRVS DURING DESIGN JUL 2025	2,963.50
9/16/2025	CAL PERS	PERS RETIREMENT PLAN: PE 9/5/25	103,799.88
9/16/2025	CALLANDER ASSOCIATES INC.	MAPE PARK PATHWAY RELOCATION CM SERVICES JUL 2025	1,696.94
9/16/2025	CALLANDER ASSOCIATES INC.	WALLIS RANCH COMM. PARK CM SERVICES JUL 2025	2,367.29
9/16/2025	CARBONIC SERVICE	POOL CHEMICAL FOR PH BALANCE	2,937.32
9/16/2025	CDW GOVERNMENT INC	DUBLIN ARTS CENTER AV EQUIPMENT	3,466.82
9/16/2025	CDW GOVERNMENT INC	PWK - CDW CORP YARD ADDITIONAL AV EQUIPMENT	4,250.58
9/16/2025	CHRISTINE PETIT	REC CLASS INSTRUCTOR	630.00
9/16/2025	CINTAS CORPORATION NO.2	FIRST AID KIT REPLENISHMENT	110.51
9/16/2025	CIVICA LAW GROUP APC	LEGAL SERVICES AUG 2025	46,377.02
9/16/2025	COMCAST	CVC 500M COMCASTX2 INTERNET AUG 2025	3,026.66

9/16/2025	CONVERGEONE, INC.	AUDIO AND CONTROL PROCESSORS - ALL FACILITIES	12,866.96
9/16/2025	CORODATA SHREDDING, INC.	SHRED BIN PICKUP FOR AUG 2025	50.16
9/16/2025	CURV GROUP LLC	SPLATTER BOUNCE HOUSE	3,311.76
9/16/2025	DC ELECTRIC GROUP INC.	TRAFFIC SIGNAL FIBER BREAK TROUBLESHOOTING JULY 2025	2,811.56
9/16/2025	DEPARTMENT OF JUSTICE ACCTNG OFFICE-CASHIERING UNI	LIVESCAN FEES - JUL 2025	414.00
9/16/2025	DIABLO PUBLICATIONS	DIABLO MAGAZINE FULL PAGE ADVERTISEMENT	4,035.00
9/16/2025	DUBLIN CHEVROLET	POLICE VEHICLE MAINTENANCE & REPAIRS	2,564.16
9/16/2025	EAST BAY POOL SERVICE, INC.	WAVE POOL MAINTENANCE	10,500.00
9/16/2025	EMC CORPORATION	DELL IDPA BACKUP SYSTEM SUPPORT	15,493.60
9/16/2025	FEHR & PEERS	HACIENDA RESTRIPING MAR-APR 2025	4,082.50
9/16/2025	FEHR & PEERS	HACIENDA RESTRIPING JUN 2025	670.00
9/16/2025	GFT INFRASTRUCTURE, INC.	CM SVCS-DOUGHERTY HILLS OPEN SPACE SLIDE REPAIR JUN 2025	8,446.68
9/16/2025	GOODFELLOW BROS. CALIFORNIA, LLC	IRON HORSE NATURE PARK AND OPEN SPACE AUG 2025	149,802.65
9/16/2025	GUIDA	ALAMO CREEK FENCE REPLACEMENT AUG 2025	3,698.00
9/16/2025	HYDROAPPS LLC	WAVE SOFTWARE ANNUAL PROCESSING FEE	2,898.50
9/16/2025	IRON MOUNTAIN	FINANCE RECORDS STORAGE AUG-SEP 2025	375.27
9/16/2025	KAM SOFTWARE TECHNOLOGIES	CROSSROADS TRAFFIC COLLISION DATA SOFTWARE	24,800.00
9/16/2025	KIMLEY-HORN AND ASSOC. INC.	SAFE ROUTES TO SCHOOL	3,321.00
9/16/2025	KIMLEY-HORN AND ASSOC. INC.	DESIGN SERVICES - SLIDES REPAIR JUN 2025	3,281.30
9/16/2025	KIMLEY-HORN AND ASSOC. INC.	DESIGN SERVICES - SLIDES REPAIR JUL 2025	8,802.50
9/16/2025	LANLOGIC INC.	ON-CALL NETWORK ENGINEERING SERVICES JUL 2025	804.00
9/16/2025	LANLOGIC INC.	CORPYARD VERKADA CONTROLLERS PROJECT	5,280.00
9/16/2025	LANLOGIC INC.	ON DEMAND, ON-SITE & REMOTE IT ENGINEERING SUPPORT JULY 2025	1,041.00
9/16/2025	LANLOGIC INC.	ON DEMAND, ON-SITE & REMOTE IT ENGINEERING SUPPORT AUG 2025	4,474.50
9/16/2025	LEHR AUTO	INVESTIGATIVE DATA PLATFORM SUBSCRIPTION 2025-2026	13,796.00
9/16/2025	MAKE ME A PRO SPORTS	REC CLASS INSTRUCTOR	2,217.60
9/16/2025	MCCI, LLC	RV COMPLIANT CLOUD RENEWALS 10/1/25 - 9/30/26	10,100.00
9/16/2025	MCCI, LLC	PERMENANT FILE BACK-UP ASSUREON 9/7/25- 9/6/26	6,467.60
9/16/2025	NADINE LEVIN	CITY MANAGER EVALUATION	350.00
9/16/2025	NATIONAL CIVIC LEAGUE	2025-2026 NATIONAL CIVIC LEAGUE MEMBERSHIP	2,500.00
9/16/2025	NICHOLS CONSULTING ENGINEERS, CHTD	ANNUAL STREET RESURFACING DESIGN SERV JUL 2025	273,034.60
9/16/2025	NICHOLS CONSULTING ENGINEERS, CHTD	2027-2029 WORK PLAN DEVELOPMENT - ST0117	1,108.75
9/16/2025	ORIGIN BAY LLC.	WAVE BIRTHDAY PARTY MEALS AUG 2025	9,352.51
9/16/2025	PAVEMENT COATINGS CO.	SLURRY SEAL 2025 JUL 2025	1,153,115.32
9/16/2025	PAWAN JEET KAUR SOHI	PCS COMMISSION 8/18/25	50.00
9/16/2025	PESI. INC.	DPS BHU CLINICAL TRAINING	7,198.00
9/16/2025	PG&E	ALAMO CREEK PARK 08/05/2025	88.94
9/16/2025	PG&E	BUTTERFLY KNOLL PARK 08/04/2025	16.59
9/16/2025	PRO CYCLES LLC	DPS MOTOR UNIT HELMET PAINT	2,000.00
9/16/2025	PRO CYCLES LLC	POLICE VEHICLE MAINTENANCE & REPAIRS	76.44
9/16/2025	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR CIVIC AUG 2025	4,404.63
9/16/2025	RACHEAL MATHENY	PCS COMMISSION 8/18/25	50.00
9/16/2025	REDWOOD TOXICOLOGY LAB. INC.	TOXICOLOGY SERVICES - SEP 2025	234.00
9/16/2025	RONALD L ESSEX	PHOTOGRAPHY SERVICES - FIREFIGHTER EXHIBIT	450.00
9/16/2025	SANJANA GIDWANI	PCS COMMISSION 7/21/25	50.00
9/16/2025	SANJANA GIDWANI	PCS COMMISSION 8/18/25	50.00
9/16/2025	SCP DISTRIBUTORS LLC	WAVE MAINTENANCE SUPPLIES	418.39
9/16/2025	SELECT IMAGING	DAIS & NAME PLATES FOR CITY CLERK	209.19
9/16/2025	SELECT IMAGING	FINANCE OFFICE SUPPLIES - #10 ENVELOPES - NO WINDOW	1,620.68
9/16/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	TONER FREIGHT FOR PRINTER SHA70707	15.00
9/16/2025	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	MEDICAL TEST FEES - AUG 2025	232.00
9/16/2025	STANFORD HEALTH -VALLEYCARE OCCUPATIONAL	FIRST AID SERVICES	174.24
9/16/2025	SUAREZ & MUNOZ CONSTRUCTION	FOREST PARK - CONSTRUCTION JUL 2025	276,993.95
9/16/2025	SWA GROUP	JORDAN RANCH NEIGHBORHOOD SQ DESIGN JUL 2025	8,172.60
9/16/2025	THE CITIES GROUP A JOINT POWERS AUTHORITY	WC AND SAFETY/COMPLIANCE ASSESSMENTS AUG 2025	1,959.27
9/16/2025	THE CONSTRUCTION ZONE, LLC	RETIREE SIGN	72.71
9/16/2025	UNICO ENGINEERING, INC.	TRASH CAPTURE DEVICES - CONSTRUCTION MGMT JUL 2025	6,433.70
9/16/2025	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS - AUG 2025	1,929.82
9/16/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS17 SEP 2025	222.60
9/16/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS18 SEP 2025	167.30
9/16/2025	WC3-WEST COAST CODE CONSULTANT	PLAN REVIEW - AUG 2025	14,740.50
9/16/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN- SAFE ROUTES TO SCHOOL JUL 2025	101.44
9/16/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - DOUGHERTY HILLS SLIDE REPAIR JUL 2025	537.67
9/16/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - GREEN STORMWATER INFRAST JUL 2025	245.29
9/16/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - IRON HORSE NATURE PARK JUL 2025	791.96
9/16/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - WALLIS RANCH PARK JUL 2025	496.67
9/16/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - FOREST PARK (JORDAN RANCH SQUARE) JUL 2025	475.52
9/16/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - 2025 SLURRY SEAL JUL 2025	269.51
		Payments Issued 9/16/2025 Total:	**2,482,860.94**
9/19/2025	DELTA DENTAL OF CALIFORNIA	DELTA DENTAL PREMIUM - AUG 2025	13,695.49
9/19/2025	DSRSD	BILLING PERIOD: 07/01/25-08/31/25	23,316.52
9/19/2025	VISION SERVICE PLAN - (CA)	VISION INSURANCE PREMIUM - AUG 2025	2,137.58
		Payments Issued 9/19/2025 Total:	**39,149.59**

9/23/2025	A S DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS JUL 2025	2,317.50
9/23/2025	A4 PROMOTIONS & INCENTIVES	BUSINESS CARDS FOR PCS	101.56
9/23/2025	ALAMEDA HEALTH SYSTEM	POLICE INVESTIGATIVE MEDICAL EXAM	3,205.65
9/23/2025	AMY'S ENGRAVED SIGNS & AWARDS	PWK & CMO NAME PLATES	743.08
9/23/2025	ANDREASEN SECURITY SAFE - SECURITY SAFE	WAVE DOOR LOCK REPAIRS	1,260.00
9/23/2025	ARROW SIGN COMPANY	CLOVER PANEL FOR DECORATIVE MEDIAN FENCE SEP 2025	6,170.00
9/23/2025	AT&T - CALNET 3	SERVICE TO FS2-3 8/26/2025	352.42
9/23/2025	AT&T - CALNET 3	SERVICE TO SHANNON FAX 08/27/2025	31.16
9/23/2025	AT&T - CALNET 3	SERVICE TO FS16 08/27/2025	60.77
9/23/2025	AT&T - CALNET 3	SERVICE TO CIVIC 08/27/2025	31.16
9/23/2025	AT&T - CALNET 3	CLARK AVE 08/27/2025	31.16
9/23/2025	AT&T - CALNET 3	ASE CIRCUITS TO 8/31/25	2,335.13
9/23/2025	BAY ALARM COMPANY	ALARM SERVICES FS17 OCT 2025	237.75
9/23/2025	BAY ALARM COMPANY	ALARM SERVICES HERITAGE OCT 2025	1,246.08
9/23/2025	BAY ALARM COMPANY	ALARM SERVICES WAVE OCT 2025	2,763.18
9/23/2025	BAY AREA NEWS GROUP EAST BAY	LEGAL NOTICES AUG 2025	366.18
9/23/2025	BONNIE L. TURNER	DESIGN PROPOSAL CIVIC/LIBRARY MURAL PROJECT	1,000.00
9/23/2025	CALIFORNIA SPIRIT ELITE, INC.	REC CLASS INSTRUCTOR	2,425.50
9/23/2025	CDW GOVERNMENT INC	CISCO 9200CX SWITCH AND SOFTWARE -FALLON SPORTS PARK	375.05
9/23/2025	CINTAS CORPORATION NO.2	FIRST AID KIT RESTOCK - SEP 2025	108.47
9/23/2025	COMCAST	INTERNET/CABLE SVC WAV, SNC, PSC 9/11-10/10/25	650.43
9/23/2025	COUNTY OF MARIN/CAL-SLA	CAL CITY-COUNTY STREET LIGHT ASSOC. ANNUAL MEMBERSHIP	1,260.00
9/23/2025	DARREN PHILLIPS	HERITAGE AND CULTURAL ARTS COMMISSION 9/11/25	50.00
9/23/2025	DC ELECTRIC GROUP INC.	FALLON RD WIRE REPAIRS JUL 2025	59,990.00
9/23/2025	DSRSD	BILLING PERIOD: 07/15/2025 - 09/14/2025	42,161.95
9/23/2025	EUROPEAN MOBILE WERKS	POLICE VEHICLE MAINTENANCE & REPAIRS	2,074.74
9/23/2025	GASPARE ANNIBALE	MILEAGE REIMBURSEMENT - SITE INSPECTIONS	48.44
9/23/2025	GHD, INC.	SPEED SURVEY UPDATES AUG 2025	11,443.38
9/23/2025	GINA MARIE GARCIA-GABRIELL	HERITAGE AND CULTURAL ARTS COMMISSION 9/11/25	50.00
9/23/2025	GRANITE CONSTRUCTION CO INC.	DOUGHERTY HILLS OPEN SPACE SLIDE REPAIR JUL 2025	160,835.00
9/23/2025	GUANGHUI HAN	PLANNING COMMISSION 9/9/2025	50.00
9/23/2025	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - SPLATTER	1,350.00
9/23/2025	JAIN ARCHANA	HERITAGE AND CULTURAL ARTS COMMISSION 9/11/25	50.00
9/23/2025	JAISENA PRASATH JEYAKEERTHI RAJOO	PLANNING COMMISSION 9/9/2025	50.00
9/23/2025	JONH WU	PLANNING COMMISSION 9/9/2025	50.00
9/23/2025	JOSEPH THOMAS WASHINGTON II	PCS COMMISSION 8/18/25	50.00
9/23/2025	JULIA H. TOMTANIA	HERITAGE AND CULTURAL ARTS COMMISSION 9/11/25	50.00
9/23/2025	KIMLEY-HORN AND ASSOC. INC.	TRAFFIC SIGNAL FIBER INTERCONNECT DESIGN JUL 2025	6,906.23
9/23/2025	M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5 JUL 2025	370.00
9/23/2025	MOLLY AIGNER	DESIGN PROPOSAL CIVIC/LIBRARY MURAL PROJECT	1,000.00
9/23/2025	MORGAN BRICCA	DESIGN PROPOSAL CIVIC/LIBRARY MURAL PROJECT	1,000.00
9/23/2025	OLIVER CASTILLO	EXPENSE REIMBURSEMENT	53.79
9/23/2025	PG&E	6196 HORIZON PKWY M DONBIDDLE 08/13/2025	1,146.30
9/23/2025	PG&E	STAGECOACH PARK 08/13/2025	68.45
9/23/2025	PG&E	DON BIDDLE COMMUNITY PARK 08/13/2025	291.49
9/23/2025	PG&E	6020 DUBLIN BLVD 1010865440 08/12/2025	97.66
9/23/2025	PG&E	STREETLIGHTS–CITYWIDE 1983-1 05/13/2025	26,067.19
9/23/2025	PG&E	EMERALD GLEN PARK 08/06/2025	7,547.54
9/23/2025	PG&E	DUBLIN SPORTS GROUND EV 08/12/2025	286.68
9/23/2025	PG&E	BRAY COMMONS 08/10/2025	112.03
9/23/2025	PG&E	DEVANY SQUARE 08/10/2025	21.62
9/23/2025	PG&E	TED FAIRFIELD PARK 08/07/2025	105.85
9/23/2025	PG&E	LANDSCAPING 08/05/2025	2,316.22
9/23/2025	PG&E	DOLAN PARK 08/10/2025	142.96
9/23/2025	PG&E	POLICE SERVICES 08/12/2025	9,442.34
9/23/2025	PG&E	TRAFFIC SIGNALS 07/11/2025	10,954.24
9/23/2025	PG&E	STAGECOACH LMD 1983-2 08/13/2025	116.96
9/23/2025	PG&E	STREETLIGHTS EASTDUBLIN1999-1 08/13/2025	12,200.58
9/23/2025	PG&E	SENIOR CENTER 08/10/2025	546.74
9/23/2025	PG&E	PUBLIC SAFETY COMPLEX 08/13/2025	1,843.09
9/23/2025	PG&E	FIRE STATION 18 08/10/2025	902.78
9/23/2025	PG&E	PIAZZA SORRENTO PARK 08/10/2025	1.23
9/23/2025	PHOENIX GROUP INFO SYS.	PARKING CITATIONS COLLECTED - AUG 2025	225.00
9/23/2025	QUADIENT FINANCE USA, INC.	POSTAGE FEES FOR DPS - AUG 2025	236.00
9/23/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS16 SEP 2025	37.00
9/23/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS17 SEP 2025	37.00
9/23/2025	RAYNE OF SAN JOSE	REVERSE OSMOSIS DRINKING WATER FS18 SEP 2025	37.00
9/23/2025	REDWOOD PUBLIC LAW, LLP	PROFESSIONAL SERVICES RENDERED THROUGH JUL 2025	81,405.00
9/23/2025	RICHARD THORNBURY	PCS COMMISSION 8/18/25	50.00
9/23/2025	RONALD L ESSEX	PHOTOGRAPHY SERVICES - SPLATTER 2025	750.00
9/23/2025	ROUGH EDGE COLLECTIVE INC.	DESIGN PROPOSAL CIVIC/LIBRARY MURAL PROJECT	1,000.00
9/23/2025	RUBEN BASULTO	PCS RENTAL SECURITY DEPOSIT REFUND	192.00
9/23/2025	SHWETA AGRAWAL	HERITAGE AND CULTURAL ARTS COMMISSION 9/11/25	50.00
9/23/2025	SRINIVAS S BADAMI	PLANNING COMMISSION 9/9/2025	50.00
9/23/2025	SUMIT ANEJA	PCS COMMISSION 8/18/25	50.00

9/23/2025	SURESH PULI	PLANNING COMMISSION 9/9/2025	50.00
9/23/2025	SYED SAMEER SHABIR HAKIM	PCS COMMISSION 8/18/25	50.00
9/23/2025	TIMEA IHAROSI	HERITAGE AND CULTURAL ARTS COMMISSION 9/11/25	50.00
9/23/2025	TRB AND ASSOCIATES, INC.	PLAN REVIEW & INSPECTION SERVICES - AUG 2025	36,240.00
9/23/2025	TREASURER ALAMEDA COUNTY	PARKING CITATIONS COLLECTED - AUG 2025	591.00
9/23/2025	TREASURER ALAMEDA COUNTY	CASAMIRA VALLEY REORG PA-03-060 EBMUD ANNEXATION CLOSE OUT	79.47
9/23/2025	TREASURER ALAMEDA COUNTY	DUBLIN RANCH NORTH PA 08-045 ANNEXATION CLOSE OUT	900.52
9/23/2025	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLN COMM MTGS JUL 2025	542.18
9/23/2025	TRI-VALLEY COMMUNITY TV	RECORD/TELEVISE CITY COUNCIL & PLN COMM MTGS AUG 2025	334.22
9/23/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE EXTRA SERVICE AUG 2025	9,639.10
9/23/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE SEP 2025	25,432.21
9/23/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE & SUPPLIES - CAMP PARKS SEP 2025	34,419.43
9/23/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SERVICE WAVE PORTER AUG 2025	3,910.00
9/23/2025	TRI-VALLEY JANITORIAL INC.	JANITORIAL SUPPLIES AUG 2025	6,566.29
9/23/2025	UNIVERSAL BUILDING SERVICES & SUPPLY CO.	WINDOW AND CARPET CLEANING AUG 2025	3,787.70
9/23/2025	VERIZON WIRELESS	DATA PLAN FOR LICENSE PLATE READERS - AUG 2025	320.08
9/23/2025	WAHIDA I. RASHID	PLANNING COMMISSION 9/9/2025	50.00
9/23/2025	XIAOQIN LIU	HERITAGE AND CULTURAL ARTS COMMISSION 9/11/25	50.00
9/23/2025	XINYING ZHAO	PCS CLASS WITHDRAWAL REFUND	108.00
9/23/2025	YETTI FRENKEL	DESIGN PROPOSAL CIVIC/LIBRARY MURAL PROJECT	1,000.00
		Payments Issued 9/23/2025 Total:	**597,156.91**
9/25/2025	JOSEPH R. FLORES III	SPLATTER PERFORMER	2,500.00
		Payments Issued 9/25/2025 Total:	**2,500.00**
9/26/2025	CAL PERS	PERS RETIREMENT PLAN: PE 9/19/25	105,800.62
9/26/2025	CALPERS	FEE FOR GASB-68 REPORTS & SCHEDULES	350.00
9/26/2025	EMPLOYMENT DEVELOPMENT DEPT	CA STATE WITHHOLDING: PE 9/19/25	27,496.37
9/26/2025	INTERNAL REVENUE SERVICE	FEDERAL WITHHOLDING: PE 9/19/25	92,970.29
		Payments Issued 9/26/2025 Total:	**226,617.28**
9/29/2025	A S DUTCHOVER & ASSOCIATES	LANDSCAPE PLAN CHECK & INSPECTIONS AUG 2025	1,061.25
9/29/2025	AMY'S ENGRAVED SIGNS & AWARDS	PLANNING CHAIR NAME PLATE	54.57
9/29/2025	BSK ASSOCIATES INC.	MAT. TESTING AND SPECIAL INSP. FOR SAFE RTES AUG 2025	4,326.00
9/29/2025	BURKETT'S POOL PLASTERING	PERMIT REFUND BLDG-008497-2025	3,239.10
9/29/2025	CAPIO	PUBLIC SAFETY WEBINAR REGISTRATION	30.00
9/29/2025	CDW GOVERNMENT INC	DAC - SONY BRAVIA 85IN SMART TV	1,973.75
9/29/2025	CDW GOVERNMENT INC	KEEPER SOFTWARE BUNDLE FOR 7 USERS	527.66
9/29/2025	CDW GOVERNMENT INC	APPLE MOUSE AND KEYBOARD	270.56
9/29/2025	CDW GOVERNMENT INC	HP INK FOR NEW PLOTTER Z6DR	1,136.64
9/29/2025	COMCAST	COMCAST TV - AV TV30 ROOM SEP-OCT 2025	119.98
9/29/2025	COMMUNE COMMUNICATION CORP	ED MARKETING AND BRANDING STRATEGY CONSULTING AUG 2025	5,662.50
9/29/2025	CONVERGEONE, INC.	CISCO SMARTNET RENEWAL 2025-2026	24,539.23
9/29/2025	DLT SOLUTIONS LLC	AUTOCAD RENEWAL - 2 ADDITIONAL USERS	7,388.98
9/29/2025	FRANCHISE TAX BOARD	EMPLOYEE INCOME TAX EARNINGS WITHHOLDING	965.11
9/29/2025	HARRELL HARRIS PHOTOGRAPHY	PHOTOGRAPHY SERVICES - BAT BUSTERS	375.00
9/29/2025	HEALTHEQUITY, INC.	HEALTHEQUITY: PE 09/19/2025	6,080.68
9/29/2025	I C M A 401 PLAN	DEFERRED COMP 401: PE 09/19/2025	1,492.83
9/29/2025	I C M A 457 PLAN	DEFERRED COMP 457: PE 09/19/2025	37,684.10
9/29/2025	JIGNESHKUMAR THAKKAR	PCS RENTAL SECURITY DEPOSIT REFUND	500.00
9/29/2025	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES LIBRARY SEP 2025	1,842.26
9/29/2025	JOHNSON CONTROLS SECURITY SOLUTIONS, LLC.	ALARM SERVICES CIVIC SEP 2025	636.70
9/29/2025	KIMLEY-HORN AND ASSOC. INC.	TRAFFIC SIGNAL FIBER INTERCONNECT DESIGN AUG 2025	9,735.65
9/29/2025	MARK THOMAS & COMPANY, INC.	IRON HORSE TRAIL OVERCROSSING CM JUL 2025	4,064.79
9/29/2025	M-GROUP	PLANNING SERVICES - BOULEVARD PH 1-5 AUG 2025	46.25
9/29/2025	MORGAN SASSER	PRESCHOOL PUMPKIN PATCH FIELD TRIP	575.00
9/29/2025	ON THE VINE CATERING	AI SUMMIT EVENT	3,803.84
9/29/2025	OPEIU 29	PCS SECURITY DEPOSIT REFUND	217.50
9/29/2025	ORIGINAL WATERMEN, INC.	WAVE STAFF UNIFORMS	2,007.25
9/29/2025	PG&E	SERVICE TO SHANNON CENTER 08/26/2025	23.82
9/29/2025	PG&E	CITY HALL 07/29/2025	4,230.69
9/29/2025	PG&E	MAINTENANCE CORP YARD 8/27/2025	23.82
9/29/2025	PG&E	SCHAEFER RANCH PARK 08/26/2025	448.16
9/29/2025	PG&E	PASSATEMPO PARK 08/21/2025	84.07
9/29/2025	PG&E	SEAN DIAMOND PARK 8/25/2025	187.78
9/29/2025	PG&E	POSITANO HILLS PARK 08/27/2025	499.53
9/29/2025	PG&E	MAPE MEMORIAL PARK 08/26/2025	57.18
9/29/2025	PG&E	TC1 SERVICE TO 6795 DOUGHERTY 08/29/2025	219.22
9/29/2025	PG&E	HERITAGE MUSEUMS 08/26/2025	3,891.52
9/29/2025	PG&E	FIRE STATION 16 08/26/2025	888.31
9/29/2025	PG&E	DOUGHERTY LMD 1986-1 08/28/2025	279.52
9/29/2025	PLEASANTON VIP SENIOR CLUB	SF BRUNCH CRUISE FOR SENIOR CENTER EVENT	380.00
9/29/2025	PRO CYCLES LLC	POLICE VEHICLE MAINTENANCE & REPAIRS	1,334.71
9/29/2025	S & J ADVERTISING INC	CITY OF DUBLIN HOLIDAY GIFT GUIDE	6,775.00
9/29/2025	SELECT IMAGING	SMALL BUSINESS ASSISTANCE PROGRAM FLYER PROGRAM	557.10

9/29/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	USAGE CHARGE FOR 8/16/2025-9/15/2025	1,875.67
9/29/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	FREIGHT ON TONER	15.00
9/29/2025	SHAMROCK OFFICE SOLUTIONS, LLC FILE 2399	SHAMROCK MONTHLY HARDWARE LEASE 08/30-9/30/25	1,876.18
9/29/2025	SWINERTON MANAGEMENT AND CONSULTING	EXTERIOR RENOVATION WORK AT CIVIC AUG 2025	22,111.00
9/29/2025	SWINERTON MANAGEMENT AND CONSULTING	EXTERIOR RENOVATION WORK AT CIVIC JUL 2025	24,177.00
9/29/2025	US BANK - PARS	PARS: PE 09/19/2025 & NARYAH EVANS	4,249.18
9/29/2025	WATERCO OF THE CENTRAL STATES	REVERSE OSMOSIS WATER SOFTENER FS16 SEP 2025	199.90
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - DOUGHERTY HILLS OPEN SPACE SLIDE REPAIR APR 2025	618.57
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - 2025 ANNUAL STREET RESURFACING APR 2025	2,404.52
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - DAC APR 2025	1,201.13
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - DAC MAY 2025	2,312.83
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - WALLIS RANCH PARK APR 2025	599.68
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - GREEN STORMWATER INFRAST MAY 2025	1,186.26
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - IRON HORSE NATURE PARK MAY 2025	1,468.52
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - FOREST PARK (JORDAN RANCH SQUARE) MAY 2025	1,698.11
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - FOREST PARK (JORDAN RANCH SQUARE) APR 2025	1,190.52
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - FOREST PARK (JORDAN RANCH SQUARE) MAR 2025	834.04
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - DAC JUN 2025	666.31
9/29/2025	WORKFORCE INTEGRITY & TRAINING SOLUTIONS, LLC	CWA ADMIN - SAFE ROUTES TO SCHOOL AUG 2025	296.86
		Payments Issued 9/29/2025 Total:	**209,218.89**
9/30/2025	FRANCHISE TAX BOARD	EMPLOYEE INCOME TAX EARNINGS WITHHOLDING	965.11
		Payments Issued 9/30/2025 Total:	**965.11**

Grand Total for Payments Dated 9/1/2025 through 9/30/2025: **6,063,145.18**

Total Number of Payments Issued: 296

Agenda Item 5.7

STAFF REPORT

CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Adopting an Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) of the Dublin Municipal Code
Prepared by: Jordan Foss, Senior Management Analyst and Chief Victor Fox, Dublin Police Services

EXECUTIVE SUMMARY:

The City Council will consider adopting an Ordinance amending the Dublin Municipal Code regarding the use of Electric Bicycles, Electric Scooters, Electric Personal Assistive Mobility Devices, and Electric Motorized Boards operating within the City and making clarifications to enhance public safety. The City Council waived the first reading and introduced the Ordinance on October 7, 2025. The City Council is now being asked to waive the second reading and adopt the Ordinance.

STAFF RECOMMENDATION:

Waive the second reading and adopt the **Ordinance** Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On October 7, 2025, the City Council waived the reading and introduced an ordinance (Attachment 1) to amend Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and add Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code (DMC). The proposed ordinance is related to e-bikes, e-scooters, electric personal assistive mobility devices, and electric motorized boards (e-skateboards).

The proposed amendments include updated definitions for “Bicycles” and “Micro-mobility device” (Section 5.100.020) and adding “micro-mobility device” to the prohibited acts in parks (Section 5.100.140). The proposed addition of Chapter 6.73 consolidates applicable provisions of the California Vehicle Code for use of micro-mobility devices with locally tailored regulations to ensure safe use within the City of Dublin and on City sidewalks.

The amendments to Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) along with the addition of Chapter 6.73 (Micro-Mobility Devices) are intended to improve public safety, provide consistency with state regulations, and proactively address the growing use of personal electric vehicles in the community. Please refer to Attachment 2 for a complete discussion of the proposed Ordinance.

If adopted, Dublin Police Services (DPS) will incorporate the requirements into their operating procedures, implement administrative citations for infractions to this Ordinance, and will conduct outreach to educate residents of the changes. Updated information will also be published on Dublin Police Services’ e-bike and e-scooter webpage.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Public Safety
Objective B: Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code
2) City Council Staff Report dated October 7, 2025 (without attachments)

ORDINANCE NO. XX–25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING SECTIONS 5.100.020 AND 5.100.140 (PARKS AND RECREATION AREAS AND FACILITIES) OF AND ADDING CHAPTER 6.73 (MICRO-MOBILITY DEVICES) TO THE DUBLIN MUNICIPAL CODE

WHEREAS, the California Vehicle Code (CVC), as a general matter and as a means of establishing statewide uniformity, prevents the City from regulating the matters that the CVC covers, such as the operation of vehicles on public streets, unless otherwise expressly provided in the CVC; and

WHEREAS, the CVC also prevents the City from enforcing ordinances that impose fines, penalties, assessments, and fees for violations of "matters covered by the" CVC; and

WHEREAS, the CVC authorizes local regulations relating to the operation of micro-mobility devices, including e-bikes and e-scooters, in certain areas such as parks and sidewalks, and further authorizes local jurisdictions to establish reasonable rules and regulations governing the operation of such devices within City boundaries.

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

Section 1. **Section 5.100.020 of the Dublin Municipal Code is amended to read as follows:**

5.100.020 Definitions.

For the purpose of this chapter the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein:

"Bicycle" has the meaning ascribed to it in California Vehicle Code section 231, which, it is noted for completeness, includes an "electric bicycle" as that term is defined in California Vehicle Code section 312.5.

"City" means the city of Dublin.

"Director" means the City Manager or the City Manager's authorized representative.

"Micro-mobility device" has the meaning ascribed to it in section 6.73.010 of this code.

"Park" means and includes all grounds, buildings, improvements and areas dedicated for use by the public for park, recreation or open space

purposes, and any part, portion or area thereof, whether developed or undeveloped or over which the city has acquired right of use for such purposes.

"Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.

"Vehicle" means any wheeled conveyance, whether motor powered, animal-drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages, strollers, wheelchairs and vehicles in the service of the city of Dublin.

Section 2. **Section 5.100.140 of the Dublin Municipal Code is amended to read as follows:**

5.100.140 Operation of bicycles, vehicles, skates, skateboards, nonmotorized scooters and autos—Prohibited acts.

No person while in any park shall:

A. Ride a bicycle, micro-mobility device (as defined in section 6.73.010), or other vehicle except on officially designated routes. Bicycles, micro-mobility devices, and other vehicles shall not be permitted on unpaved trails or roads, or upon any other unpaved surfaces unless specifically permitted by posted sign. Notwithstanding the above, a bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area, bridge, building deck or paved area reserved for pedestrian use;

B. Ride or operate a bicycle, micro-mobility device, or vehicle at any time or at any place within city parks or recreational areas in a negligent, unsafe or reckless manner or in a way that endangers the life, limb or property of any person or in violation of the provisions of California Vehicle Code Section 21201, or at excessive speeds, especially when passing other trail users, or in areas with poor or limited visibility;

C. If under eighteen (18) years of age, operate a bicycle, a nonmotorized scooter, a skateboard, roller or in-line skates, or ride on a bicycle, a nonmotorized scooter, or a skateboard as a passenger, upon any park property unless wearing a properly fitted and fastened bicycle helmet. This requirement also applies to a person who rides upon a bicycle while in a restraining seat that is attached to the bicycle or in a trailer towed by the bicycle;

D. Leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available;

E. Ride, drive or park any automobile, truck, motorcycle, motor scooter or any other motor-powered, whether gas, electric, or other energy

source, vehicle, other than a micro-mobility device, except upon the roads, driveways and parking lots provided and designated for such use;

F. Skate over any grassy area, bridge, building deck or paved area reserved for pedestrian use;

G. Ride or propel skates, a skateboard or any other vehicle while holding or using any kite (also known as kiteskating);

H. Ride or propel a skateboard except on areas designated by the Council by ordinance or resolution and properly noticed, and performed in a manner as to provide for reasonable protection to both individuals and property; or

I. Park any vehicle in a park or city recreational area or facility unless actually visiting or engaged in a recreational activity at the park, recreational area or facility in question unless authorized by the Director.

Section 3. **Chapter 6.73 is hereby added to the Dublin Municipal Code to read as follows:**

Chapter 6.73
MICRO-MOBILITY DEVICES.

6.73.010 Definitions

For purposes of this Chapter, the following words and phrases shall have the meanings specified in this section:

"E-bike" or "Electric bicycle" has the meaning ascribed to it in CVC section 312.5.

"E-Scooter" or "Motorized scooter" has the meaning ascribed to a motorized scooter in CVC section 407.5.

"Electric personal assistive mobility device" (or "EPAMD") has the meaning ascribed to it in CVC section 313.

"Electrically motorized board" has the meaning ascribed to it in CVC section 313.5.

"Micro-mobility device" means electric bicycles, motorized scooters, electric personal assistive mobility devices, and electrically motorized boards.

6.73.020 Use of Micro-Mobility Devices Prohibited on Sidewalks.

Except as may be necessary to enter or leave adjacent property, no person shall ride, drive, or operate a micro-mobility device on a pedestrian sidewalk, unless the sidewalk is designated as a shared use path pursuant to CVC section 21235. (Reference: CVC §§ 213 and 21100 [e-bikes], 21282 [EPAMDs], 21967 [electrically motorized boards].) Notwithstanding the foregoing, a person may ride, drive, or operate an EPAMD on a pedestrian sidewalk, if, by reason of physical disability, s/he is otherwise unable to move about on foot. Although not regulated by this Code, it is noted for completeness that CVC section 21235(g) prohibits the operators of e-scooters and motorized scooters from operating them on sidewalks, except as necessary to enter or leave adjacent property.

Section 4. **Effective Date**. This Ordinance shall take effect and be enforced 30 days following its final adoption.

Section 5. **Posting**. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 21st day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Introduction of an Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) of the Dublin Municipal Code
Prepared by: Jordan Foss, Senior Management Analyst and Chief Victor Fox, Dublin Police Services

EXECUTIVE SUMMARY:

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code regarding the use of Electric Bicycles, Electric Scooters, Electric Personal Assistive Mobility Devices, and Electric Motorized Boards operating within the City and making clarifications to enhance public safety.

STAFF RECOMMENDATION:

Waive the reading and introduce an **Ordinance** Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

Background
At the September 3, 2024 meeting, the City Council requested that Staff explore an electric bicycle (e-bike) and electric scooter (e-scooter) education program. In response, Staff provided a report and presentation at the May 6, 2025 City Council Meeting (Attachment 3). The presentation covered current state laws and efforts by Dublin Police Services to conduct education and enforcement in the community related to the use of e-bikes and e-scooters. The City Council directed Staff to create an ordinance to better regulate the use of e-bikes, e-scooters, and other personal electric vehicles within the City.

Analysis
Due to the increasing popularity and usage of Personal Electric Vehicles (PEVs) in the Dublin community, there is a need to codify definitions and regulations on their use. This will provide clear guidance for the community on how and where to operate these micro-mobility devices safely.

Staff is proposing to amend Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) and to add chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code (DMC) related to e-bikes, e-scooters, electric personal assistive mobility devices, and electric motorized boards (e-skateboards). The proposed amendments include updated definitions for "Bicycles" and "Micro-mobility device" (Section 5.100.020) and adding "micro-mobility device" to the prohibited acts in parks (Section 5.100.140).

The proposed addition of Chapter 6.73 consolidates applicable provisions of the California Vehicle Code for use of micro-mobility devices with locally tailored regulations to ensure safe use within the City of Dublin and on City sidewalks.

Key components of the proposed Ordinance include:

- **Definitions and Classifications**
    - The designations provided in the ordinance align with state law definitions for e-bikes, e-scooters, e-skateboards, electric personal assistive mobility devices, and micro-mobility devices. The Ordinance also distinguishes between which vehicles are street-legal, and which are non-street-legal for use, according to the California Vehicle Code.
- **Use in Public Spaces**
    - Provisions in the Ordinance establish rules prohibiting operation of certain vehicles on sidewalks and prohibiting e-bike, e-scooter, e-skateboard, electric personal assistive mobility device, and micro-mobility device usage in City parks unless used in a safe manner on designated pathways.
- **Enforcement and Penalties**
    - The Ordinance provides law enforcement with the authority to issue citations, warnings, or impound PEVs where public safety is at risk. Violations are treated as infractions pursuant to Government Code Section 36900(b) or as administrative infractions pursuant to the Dublin Municipal Code Section 1.04.030.
- **Liability and Parental Responsibility**
    - The Ordinance clarifies that the City is not liable for injuries or damages arising from PEV use and establishes parental/guardian responsibility for minors.

The amendments to Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) along with the addition of Chapter 6.73 (Micro-Mobility Devices) are intended to improve public safety, provide consistency with state regulations, and proactively address the growing use of personal electric vehicles in the community. Attachment 1 is the draft Ordinance amending the Parks and Recreation Areas and Facilities and adding Micro-Mobility Devices regulations. A redline version of the proposed changes to Section 5.100.020 and

5.100.140 is included as Attachment 2 where underlined text is proposed to be added and text with a ~~strikethrough~~ is proposed to be deleted.

Next Steps
If the proposed Ordinance is introduced and subsequently adopted, Dublin Police Services will incorporate the requirements into their operating procedures, implement administrative citations for infractions to this Ordinance, and will conduct outreach to educate residents of the changes. Updated information will also be published on Dublin Police Services e-bike and e-scooter webpage.

STRATEGIC PLAN INITIATIVE:

Strategy 2: Public Safety
Objective B: Continue to invest in public safety technology and programs that advance proactive, community policing and protect citizens and law enforcement.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Sections 5.100.020 and 5.100.140 (Parks and Recreation Areas and Facilities) of and Adding Chapter 6.73 (Micro-Mobility Devices) to the Dublin Municipal Code
2) Redline Amendments to Sections 5.100.020 and 5.100.140
3) City Council Staff Report dated May 6, 2025

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Dissolution of the San Mateo County Cities Insurance Group Joint Powers Authority
Prepared by: Sarah Monnastes, Human Resources Director

EXECUTIVE SUMMARY:

The City Council will consider approving a resolution consenting to the dissolution of the San Mateo County Cities Insurance Group Joint Powers Authority and authorizing execution of a Dissolution Agreement to govern the dissolution process. The Board of Directors for the JPA has determined that an orderly dissolution is the most effective means to transitioning the remaining Member Agencies to independent administration of their workers' compensation programs. Approval of the resolution will allow the dissolution process to proceed in coordination with the other member Agencies, with operations anticipated to conclude by the end of 2026.

STAFF RECOMMENDATION:

Adopt the **Resolution** Consenting to the Dissolution of San Mateo County Cities Insurance Group Joint Powers Authority Pursuant to Section 5 of the San Mateo County Cities Insurance Group Joint Powers Agreement and Approving a Dissolution Agreement to Govern the Dissolution Process.

FINANCIAL IMPACT:

The City's current annual payment for workers' compensation coverage is approximately $3,000. With the dissolution of the San Mateo County Cities Insurance Group Joint Powers Authority (Cities Group), the City of Dublin will need to enroll in a new workers' compensation program, which Staff anticipates will cost significantly more ($200,000 - $500,000 annually).

Additionally, the City currently has about $187,000 in funds held by the Cities Group. As part of the dissolution process, member agencies, including the City, will be required to share in the costs associated with administrative closeout and legal obligations of the Joint Powers Authority. Following the completion of this process, the City expects to receive a portion of its contributed funds back, which may help offset some of the transition costs in the first year.

DESCRIPTION:

Background

The San Mateo County Cities Insurance Group Joint Powers Authority (Cities Group) was formed on October 5, 1978, for the purpose of allowing its member agencies to pool resources to fund and administer their respective workers' compensation programs. The Cities Group now also administers other benefits, such as life insurance, long-term disability, and dental programs, on behalf of some of the member agencies. However, the Cities Group's primary purpose remains the administration of workers' compensation programs.

The founding members of the Cities Group were the Cities of Half Moon Bay, Foster City, and Brisbane, and the Towns of Atherton and Hillsborough. The City of San Carlos was added to the membership in 1989, and the City of Dublin was added to the membership in 2004. Although the City of Brisbane withdrew from membership in the early 2000s, the Cities Group has enjoyed stable membership during its 47-year history.

However, in November 2024, the City of Foster City submitted a withdrawal notice to the Cities Group, indicating that it planned to withdraw from membership as of July 1, 2025. Pursuant to Section 4 of the Joint Powers Agreement (JPA), as amended in 1997, any member agency that has completed at least three years of membership may unilaterally withdraw from the Cites Group on July 1 of any calendar year, after providing notice of its intent to withdraw on or before January 1 of that same year. Ultimately, Foster City's membership was terminated August 1, 2025 pursuant to an agreed termination under Section VIII(B) of the Cities Group Bylaws, as amended in 2000. Under the Termination Agreement with Foster City, Foster City assumed all liability for the past, current, and future claims it generated. The Cities Group, therefore, is no longer responsible for any claims generated by the City of Foster City.

After receiving the withdrawal notice from the City of Foster City in November 2024, four of the five other member agencies also submitted withdrawal notices prior to the January 1, 2025 deadline. Unlike Foster City, however, those members indicated that they issued their notices in order to reserve their right to withdraw from the Cities Group but had not yet determined whether they intended to withdraw as of July 1, 2025. Ultimately none of the other members withdrew from the Cities Group, and the membership remains as follows: the City of San Carlos, the City of Half Moon Bay, the City of Dublin, the Town of Atherton, and the Town of Hillsborough.

Although the Cities Group has continued to operate successfully after the departure of the City of Foster City, the future viability of the Cities Group is in question. Because Foster City represented a disproportionately large share of the total claims handled by the Cities Group, the Group will become financially less stable and will be less attractive on the reinsurance market. With this in mind, and at the Board's direction, Cities Group staff worked with the Board President to conduct initial research into the possibility of merging the Cities Group with another Joint Powers Agency or other public agency administering workers' compensation programs. However, each of the identified agencies indicated that Cities Group members wishing to move their workers' compensation programs would have to do so individually, rather

than moving all five Cities Group members as a unit.

The Cities Group Board President and staff presented this finding to the Board of Directors in February 2025 and recommended that each member agency conduct its own due diligence to determine where it might take its claims should the Cities Group dissolve. The Board held several discussions in the following months about the future of the Cities Group and the prospect of dissolution.

On June 10, 2025 the Cities Group Board of Directors approved a resolution which found that an orderly dissolution of the Cities Group was the preferable method of transitioning the member agencies out of the Cities Group, rather than having each member agency individually withdraw. That resolution directed Cities Group staff to create and present to the Board a dissolution plan under which the Cities Group would cease providing claims administration and all other benefit services on behalf of the members on or before December 31, 2025.

In accordance with the Board's direction, the Cities Group staff drafted a Dissolution Agreement that would govern the dissolution process and establish the ongoing rights and obligations of the members. The draft of that Dissolution Agreement was provided to the attorneys representing each of the member agencies, and Cities Group staff worked with representatives from each agency to address questions, concerns, and objections to the terms of the Dissolution Agreement. After completing that review process with representatives of each of the five member agencies, the Dissolution Agreement was presented to the Board at its meeting on September 9, 2025.

Discussion

At the September 9, 2025 meeting, the Board of Directors approved the resolution (Attachment 3), which formally recommends to the councils of the member agencies that they each consent to the dissolution of the Cities Group and approve the Dissolution Agreement. Pursuant to Section 5 of the JPA, the Cities Group cannot dissolve unless all Member Agencies consent to the dissolution. Therefore, each of the five councils must adopt resolutions providing that consent.

A draft resolution consenting to the dissolution of the Cities Group and authorizing the City of Dublin to execute the Dissolution Agreement is included as Attachment 1, with the Dissolution Agreement included as Attachment 2, to this Staff Report. If approved by all five councils of the member agencies, the Dissolution Agreement will govern the dissolution process and set forth the rights and responsibilities of each agency during that process. Most notably, the Dissolution Agreement would require the following:

- Each member agency must remain a member of the Cities Group for the duration of the dissolution process (Section 2);

- Cities Group will cease all claims operations and the provision of other benefits as of the "Transfer Date" on January 1, 2026 (Section 4);

- Each member agency must take responsibility for all of its past, current, and future

claims as of the Transfer Date and assume all liability associated with those claims (Section 5);

- As of the Transfer Date, the costs of operating the Cities Group will be split equally among the five member agencies as “Shared Expenses”, rather than apportioned based on claim volume (Section 6);

- At the direction of the Board of Directors, the Cities Group will conduct audits and/or other studies to determine the correct ending fund balances for each of the member agencies as of the Transfer Date, and those with negative balances will be required to bring those balances to $0 on or before August 1, 2026 (Section 7);

- Member agencies with positive fund balances as of the Transfer Date that are not depleted through the assessment of Shared Expenses shall be refunded the balance of those funds prior to the final dissolution of the Cities Group (Section 7);

- The Board shall select one or more member agencies to retain the records of the Cities Group for the periods required by statute (Section 12);

- The member agencies agree to waive all potential claims related to the Cities Group that they may have against one another or against the Cities Group (Section 14); and

- The dissolution will occur at the time that the Board finds by adoption of an “Ending Resolution” that all of the Cities Group’s outstanding obligations have been resolved.

Several member agencies requested that Cities Group staff provide an estimated schedule for the dissolution process. A preliminary estimated schedule, which anticipates the completion of the dissolution process by the end of calendar year 2026, is included as Attachment 4 of this Staff Report. However, pursuant to Section 5 of the JPA, the Cities Group must resolve all of its outstanding obligations before it can complete the dissolution process. The actual timeline for the dissolution, therefore, will be dictated by the pace at which the outstanding obligations of the Cities Group can be resolved.

Consent of the member agencies to the recommended dissolution will provide clarity to the agencies and the Cities Group staff and enable them to plan for the date on which claims will no longer be handled by the Cities Group. It is also important to allow enough time for Cities Group staff to work with the member agencies to transfer claims to new claims administrators. For those reasons, each agency must obtain council consent to the dissolution and approval of the Dissolution Agreement by October 31, 2025.

For reference, the Cities Group Joint Powers Agreement and Bylaws, and the amendments to each, are attached here as Attachment 5.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Resolution Consenting to the Dissolution of San Mateo County Cities Insurance Group Joint Powers Authority Pursuant to Section 5 of the San Mateo County Cities Insurance Group Joint Powers Agreement and Approving a Dissolution Agreement to Govern the Dissolution Process
2) Exhibit A to the Resolution – Agreement Dissolving the San Mateo County Cities Insurance Group Pursuant to Section 5 of the San Mateo County Cities Insurance Group Joint Powers Agreement
3) Exhibit B to the Resolution – A Resolution of the Cities Group Board of Directors of the San Mateo County Cities Insurance Group Joint Powers Authority Recommending that the Member Agencies Approve the Dissolution of the Joint Powers Authority Pursuant to the Terms of a Dissolution Agreement
4) Estimated Schedule for Dissolution
5) Cities Group Joint Powers Agreement, Bylaws and Amendments

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

CONSENTING TO THE DISSOLUTION OF SAN MATEO COUNTY CITIES INSURANCE GROUP JOINT POWERS AUTHORITY PURSUANT TO SECTION 5 OF THE SAN MATEO COUNTY CITIES INSURANCE GROUP JOINT POWERS AGREEMENT AND APPROVING A DISSOLUTION AGREEMENT TO GOVERN THE DISSOLUTION PROCESS

WHEREAS, the San Mateo County Cities Insurance Group Joint Powers Authority, known as the "Cities Group", is a Joint Powers Authority formed on October 5, 1978 for the purpose of allowing its membership agencies to pool resources to fund and administer their respective workers' compensation programs; and

WHEREAS, the governance of the Cities Group and the rights and obligations of the member agencies of the Cities Group are as described in the San Mateo County Cities Insurance Group Joint Powers Agreement ("JPA"), originally adopted on October 5, 1978 and as amended, and the Bylaws of Cities Group ("Bylaws"), as amended from time to time; and

WHEREAS, prior to January 1, 2025, five of the six members of the Cities Group issued withdrawal notices pursuant to Section 4 of the JPA, as amended in 1997, indicating either intents or interests in withdrawing from the Cities Group; and

WHEREAS, on August 1, 2025, the City of Foster City withdrew from membership in the Cities Group pursuant to an Agreed Termination under Section VIII(B) of the Cities Group Bylaws; and

WHEREAS, the five remaining members of the Cities Group are the City of San Carlos, the City of Half Moon Bay, the City of Dublin, the Town of Atherton, and the Town of Hillsborough (collectively, the "Member Agencies"); and

WHEREAS, in anticipation of Foster City's withdrawal and in light of the withdrawal notices issued by the majority of the Cities Group's membership, on June 10, 2025, the Board of Directors adopted a resolution stating its intent to recommend the dissolution of the Cities Group to the Member Agencies; and

WHEREAS, that June 10, 2025, resolution included the Board's finding that an orderly dissolution of the Cities Group was the preferable method of transitioning the Member Agencies out of the Cities Group, rather than allowing each Member Agency to individually withdraw; and

WHEREAS, Cities Group staff worked with representatives of each of the Member Agencies to draft the Dissolution Agreement attached hereto as **Exhibit A** ("Dissolution Agreement"); and

WHEREAS, the Cities Group Board of Directors reviewed the Dissolution Agreement at its meeting of September 9, 2025, and, by a 4-0-1 vote (one member absent), adopted a resolution that formally recommended that the Council for each Member Agency consent to the dissolution of the Cities Group and approve the Dissolution Agreement attached hereto as **Exhibit B**; and

WHEREAS, Section 5 of the JPA requires that the Member Agencies remain members of the Cities Group and that the assets of the Group not be divided and returned to the Members Agencies until all outstanding obligations of the Cities Group have been resolved and/or each member agency executes a contract with the Cities Group to either pay off its outstanding liabilities or accept responsibility for its outstanding claims; and

WHEREAS, Cities Group shall continue to administer and adjust all pending claims until the time that they are transferred and accepted by the Member Agencies or their identified claims administrators on or before January 1, 2026; and

WHEREAS, pursuant to Section 5 of the JPA, the Cities Group may not dissolve and the Dissolution Agreement shall not be operable unless and until each of the Member Agencies consents to the dissolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin consents to the dissolution of the Cities Group pursuant to Section 5 of the JPA and approves the Dissolution Agreement attached hereto as **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Dissolution 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 21st day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT DISSOLVING THE SAN MATEO COUNTY CITIES INSURANCE GROUP PURSUANT TO SECTION 5 OF THE SAN MATEO COUNTY CITIES INSURANCE GROUP JOINT POWERS AGREEMENT ("JPA")

This DISSOLUTION AGREEMENT (the "Dissolution Agreement") is hereby made and entered into by and among the members of the San Mateo County Cities Insurance Group, a California Joint Powers Authority ("Cities Group" or "Group"). Those "members" are the City of San Carlos, City of Dublin, City of Half Moon Bay, Town of Atherton, and Town of Hillsborough (collectively, the "Member Agencies" or "Parties").

RECITALS

A. The Cities Group is a Joint Powers Authority formed on October 5, 1978 for the purpose of allowing its Membership Agencies to pool resources to fund and administer their respective workers' compensation programs.

B. The governance of the Cities Group and the rights and obligations of the Member Agencies are as described in the San Mateo County Cities Insurance Group Joint Powers Agreement ("JPA"), originally adopted on October 5, 1978 and as amended, and the Bylaws of Cities Group ("Bylaws"), as amended from time to time.

C. The Cities Group Board of Directors has recommended, by resolution adopted September 9, 2025 that the Cities Group be dissolved.

D. Section 5 of the JPA provides that the Cities Group may be dissolved upon the consent of all Member Agencies.

E. Section 5 of the JPA requires that, upon the consent to dissolve the Cities Group, the assets of the Cities Group not be divided and returned to the Member Agencies until all outstanding obligations of the Group have been resolved and that the final disposition of assets will be made in proportion to the contributions of the then-participating Member Agencies.

F. In July 2025, the Cities Group Board of Directors approved a Termination Agreement with the City of Foster City to remove Foster City as a Member Agency (the "FC Termination Agreement"). The FC Termination Agreement requires the Cities Group to return the balance of funds contributed by Foster City to the Group, less expenses. Pursuant to the FC Termination Agreement, those funds paid by Foster City to the Cities Group are available to pay continuing costs of the Group, but the Group must reimburse an amount equal to the ending balance(s) of those funds, less expenses, to Foster City within ten years of the termination of its membership or prior to dissolution of the Cities Group.

NOW THEREFORE, in consideration of the Recitals above and the mutual covenants contained herein, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as terms of this Dissolution Agreement.

2. Dissolution. The Member Agencies hereby agree to dissolve the Cities Group pursuant to Section 5 of the JPA. The Cities Group shall not dissolve and shall continue to operate until such time that the Board of Directors finds by adopted resolution that all obligations of the Group have been resolved (the "Ending Resolution"). Such Ending Resolution shall include a final accounting of the assets of the Group and indicate how those assets shall be divided and returned to the Member Agencies, in accordance with the JPA and this Dissolution Agreement. The Member Agencies each agree not to withdraw from nor terminate their membership in the Cities Group, until such time that the Board approves the Ending Resolution.

3. Operations During Dissolution Process. The operations and governance of the Cities Group shall continue to be governed by the provisions of the JPA and the Bylaws, except that the Cities Group's powers shall be limited to winding up the affairs of the Group as of the Transfer Date defined in Section 4, below. The terms of this Dissolution Agreement shall also govern the operations and governance of the Cities Group and, when in conflict with the JPA and/or Bylaws, the provisions of this Dissolution Agreement shall control.

4. Transfer of Claims Operations to New Administrators or Agencies. The Cities Group shall cease all claims operations and the provision of all other benefits or services on behalf of the Member Agencies on or before January 1, 2026 ("Transfer Date"). Beginning on the Transfer Date, the Cities Group is expressly prohibited from administering claims or providing other benefits or services to the Members Agencies or others. Each Member Agency shall be responsible for, before the Transfer Date, taking all actions necessary to replace those services so that there is no interruption in claims operations or the provision of other benefits and services. Those actions will likely include but may not be limited to: retaining a new claims administrator; obtaining authorization from the Office of Self-Insurance Plans (OSIP) to accept responsibility for all existing, past, and future claims; and coordinating with Cities Group to transfer all closed and pending claims to the Member Agency or its identified claims administrator.

   The Member Agencies understand and agree that the Cities Group will not retain claims administration staff beyond December 31, 2025. Any Member Agency that is unable for any reason to administer its own pending and future claims as of the Transfer Date shall be responsible for any liability or assessed penalties arising out of that inability, and that Member Agency shall indemnify and defend

the Group, and the other Member Agencies, to the fullest extent allowed by law against any such liability or penalties.

5. Full Assumption of Claims Liability. On or before the Transfer Date, each Member Agency shall assume all liability for all claims generated by it, including without limitation all past, closed, pending, and future claims. Upon the transfer of claims data to the Member Agency or its designated administrator, but in no case later than the Transfer Date, each Member Agency agrees to indemnify, release from liability, defend, and hold harmless Cities Group, its Directors, officers, contractors and agents or their employees, and the other Member Agencies and their officers, contractors, agents, and employees, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by Cities Group, its Directors, officers, contractors, agents or their employees, or the other Member Agencies and their officers, contractors, agents, and employees, caused by, or alleged to have been caused by, any acts prior to the Transfer Date.

6. Shared Expenses. All claims costs and expenses shall continue to be paid out of each Member Agency's existing reserve balances. In accordance with the JPA, the operational costs of the Cities Group shall, until the Transfer Date, continue to be apportioned to each Member Agency based on the proportional share of assessments for the provision of benefits. Upon the Transfer Date, all operational expenses incurred by the Cities Group shall be shared equally among the Member Agencies ("Shared Expenses"), except for those expenses attributable directly to a Member Agency or subset of the Member Agencies.

7. Final Accounting and Equity Balancing. After the Transfer Date, the Board of Directors shall commission studies necessary to substantiate an accurate final accounting of each Member Agency's respective equity in or deficit to the Cities Group as of the Transfer Date. The costs associated with such studies shall be a Shared Expense of the Group. At the discretion of the Board of Directors, these studies will likely include an audit that examines: historical claims data; deposits and withdrawals; assessments paid by the Member Agencies; correspondence to the Member Agencies related to deposits and withdrawals; and compliance with standard budget and accounting practices, the JPA, the Bylaws, and actions of the Board of Directors.

   Upon the conclusion of those studies, a final accounting shall be conducted to identify the fund balances of each respective Member Agency as of the Transfer Date Should it be determined that the sum of a Member Agency's fund balance(s) is less than zero, that Member Agency shall, within 30 days of the final accounting, pay the Group the amount necessary to bring its equity in the Group to zero. The Member Agency may, however, elect to pay only $50,000

within 30 days if it is determined that the Member Agency must pay in excess of that amount to bring its equity in the Group to zero. If a Member Agency makes this election, it shall pay an additional $20,000 each subsequent month until its equity in the Group is zero. If the amount required to bring the Member Agency's equity to zero has not been fully paid by August 1, 2026, the Member Agency shall pay the balance of that amount on that date. Any such Member Agency shall also be regularly assessed to cover its portion of the Shared Expenses through the dissolution of the Group.

If it is determined that a Member Agency's fund balance(s) cause that Member Agency to have positive equity in the Group, the Member Agency shall be reimbursed an amount calculated to bring its equity to zero, less any Shared Expenses paid from the remaining fund balance(s), which shall be identified in the Ending Resolution and paid immediately thereafter. Should the Shared Expenses attributed to a Member Agency ever exceed the Member Agency's equity in the Group, that Member Agency shall be regularly assessed to cover its portion of the Shared Expenses through the dissolution of the Group.

8. Executive Management. The Cities Group has no employees. Management of the Cities Group is currently provided on a contractual basis by Chrisman and Associates, with its principal, Paul Chrisman ("Chrisman"), serving as the Executive Director of the Cities Group. Chrisman shall continue to serve as the Executive Director beyond the Transfer Date unless and until the Board determines that such service is no longer necessary. As a means of reducing the cost of winding down the affairs of the Cities Group, the Board is authorized and expected to negotiate an amendment to the agreement with Chrisman and Associates to allow Chrisman to continue performing limited administrative functions on an hourly basis.

At such time that the Board of Directors determines that the remaining obligations of the Cities Group are de minimis – meaning that the day-to-day operations of the Group have ceased – the Board may authorize the Board President or other Board member to act as the Executive Director of the Cities Group in lieu of retaining Chrisman or other contracted Executive Director. In such case, the Board of Directors shall also appoint the finance director, administrative services director, or similar employee of one of the Member Agencies to manage the finances of the Cities Group and support the Executive Director in performing administrative functions. The Board President or any Board member serving as Executive Director shall not be compensated or reimbursed for time dedicated to serving as Executive Director. However, any costs incurred by the Member Agency whose employee is appointed to manage the finances of and support the administrative functions of the Cities Group,

including the cost of the employee's time, shall be reimbursed to that Member Agency and paid as a Shared Expense.

Nothing in this section shall preclude the Board, in its discretion, from retaining outside contractors or consultants to perform the executive and administrative functions of the Group in the event that such need arises and none of the Member Agencies and/or Board members agree to perform those functions. Any cost associated with retaining those contractors or consultants shall be Shared Expenses.

9. Board and Board President. Each Member Agency shall appoint one Board member, who shall serve until that person is no longer a representative of the Member Agency and/or the Member Agency has appointed a new Board member. Each year in January, the Board will nominate and vote to select a Board President that shall serve in that role until a new President is selected the following January. If the President vacates their position, the Board shall meet within two weeks of the vacancy and appoint a new Board member as President for the remainder of the current term.

10. Regular Board Meetings. After the Transfer Date, the Board shall meet no less than four times a year to review the status of the outstanding obligations of the Cities Group and take other actions necessary to resolve those obligations.

11. Resolving Obligations and Liabilities. The Board of Directors shall take all actions necessary, in its discretion, to resolve all obligations and liabilities of the Group. Those acts may include, but are not necessarily limited to, executing and/or canceling contracts; authorizing the submission of claims and/or the initiation of litigation; and accepting, denying, defending against, and/or settling claims brought against the Group, including litigated claims.

12. Records Retention. Upon the transfer of all claim files to the respective Member Agencies or their identified claims administrators, the Cities Group shall have no further obligation to retain those records. The Cities Group shall retain all of its other records for statutorily required periods. At such time that the executive and administrative functions of the Group are no longer performed by Chrisman and Associates, the Board shall select at least one Member Agency to receive and retain the business and public records of the Cities Group for the statutorily required periods, even if those periods extend beyond the dissolution of the Cities Group. The Board shall review and approve an itemization of the records that are to be purged by Chrisman and Associates rather than transferred to one or more of the Member Agencies.

13. Ending Resolution. Upon finding that all obligations of the Cities Group have been resolved, the Board of Directors shall approve the Ending Resolution by

unanimous vote. Upon the approval of the Ending Resolution, the Cities Group shall be considered dissolved.

14. Mutual Waiver. As of the date that the Ending Resolution is adopted, each Member Agency waives all claims against the Cities Group and against one another with respect to the operation or governance of the Cities Group.

The Councils of each of the Member Agencies have authorized, by adopted resolutions, the dissolution of the Cities Group pursuant to the terms of this Dissolution Agreement. The signatories below have each been authorized to bind their respective Member Agencies by executing this Dissolution Agreement on their behalf.

_____Dated:_____

Town of Atherton

_____Dated:_____

City of Dublin

_____Dated:_____

Town of Hillsborough

_____Dated:_____

City of Half Moon Bay

_____Dated:_____

City of San Carlos

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO COUNTY CITIES INSURANCE GROUP JOINT POWERS AUTHORITY RECOMMENDING THAT THE MEMBER AGRENCIES APPROVE THE DISSOLUTION OF THE JOINT POWERS AUTHORITY PURSUANT TO THE TERMS OF A DISSOLUTION AGREEMENT

WHEREAS, the San Mateo County Cities Insurance Group Joint Powers Authority, known as the "Cities Group," is a Joint Powers Authority formed on October 5, 1978 for the purpose of allowing its membership agencies to pool resources to fund and administer their respective workers' compensation programs;

WHEREAS, the governance of the Cities Group and the rights and obligations of the member agencies of the Cities Group are as described in the San Mateo County Cities Insurance Group Joint Powers Agreement ("JPA"), originally adopted on October 5, 1978 and as amended, and the Bylaws of Cities Group ("Bylaws"), as amended from time to time;

WHEREAS, prior to January 1, 2025, five of the six members of the Cities Group issued withdrawal notices pursuant to Section 4 of the JPA, as amended in 1997, indicating either intents or interests in withdrawing from the Cities Group;

WHEREAS, on August 1, 2025, the City of Foster City withdrew from membership in the Cities Group pursuant to an Agreed Termination under Section VIII(B) of the Cities Group Bylaws;

WHEREAS, the five remaining members of the Cities Group are the City of San Carlos, the City of Half Moon Bay, the City of Dublin, the Town of Atherton, and the Town of Hillsborough (collectively, the "Member Agencies");

WHEREAS, in anticipation of Foster City's withdrawal and in light of the withdrawal notices issued by the majority of the Cities Group's membership, on June 10, 2025, the Board of Directors adopted a resolution stating its intent to recommend the dissolution of the Cities Group to the Member Agencies;

WHEREAS, that June 10, 2025 resolution included the Board's finding that an orderly dissolution of the Cities Group was the preferable method of transitioning the Member Agencies out of the Cities Group, rather than allowing each Member Agency to individually withdraw;

WHEREAS, the June 10, 2025 resolution directed staff to create and present to the Board a dissolution plan that would direct the Cities Group to cease administering active and future claims on behalf of the Member Agencies on or before December 31, 2025;

WHEREAS, Section 5 of the JPA requires that the Member Agencies remain members of the Cities Group and that the assets of the Group not be divided and returned to the Members Agencies until all outstanding obligations of the Cities Group have been resolved and/or each member agency executes a contract with the Cities Group to either pay off its outstanding liabilities or accept responsibility for its outstanding claims;

WHEREAS, CG Uhlenberg, an independent CPA, reviewed and balanced the Cities Groups accounts as of March 31, 2025, and that data was provided to Chavon and Associates, an independent auditor, which created balance sheets as of March 31, 2025;

WHEREAS, Cities Group staff used the information derived from the balance sheets provided by Chavon and Associates to calculate the value of each Member Agency's fund balances as of March 31, 2025 and presented that information to the Board on June 10, 2025 so that the Member Agencies would have the ability to estimate the value of their fund balances at the time the Cities Group ceases administering claims on December 31, 2025;

WHEREAS, Cities Group shall continue to administer and adjust all pending claims until the time that they are transferred and accepted by the Member Agencies or their identified claims administrators on or before January 1, 2026;

WHEREAS, Cities Group staff has worked with the Member Agencies to draft the attached Dissolution Agreement that, if approved by the Member Agencies, would formally authorize the dissolution of the Cities Group and govern the operation of the Cities Group until its dissolution;

WEHREAS, pursuant to Section 5 of the JPA, the Dissolution Agreement shall not be operable unless and until each of the Member Agencies consents to the dissolution of the Cities Group; and

WHEREAS, a model resolution shall be provided to each of the Member Agencies for their use in obtaining the consent to dissolve the Cities Group and approve the Dissolution Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Cities Group Board of Directors that the Board recommends that the Member Agencies consent to the dissolution of the Cities Group pursuant to Section 5 of the JPA and approve the Dissolution Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT FURTHER RESOLVED that upon the approval of the attached Dissolution Agreement by all of the Member Agencies, it shall govern the operation of the Cities Group until such time that the Cities Group may formally dissolve, as defined in the Dissolution Agreement. This resolution in no way limits the authority of the Member Agencies to agree among themselves to a form of the Dissolution Agreement that varies from the version attached hereto.

PASSED AND ADOPTED by the Board of Directors of the Cities Group on this 9th day of September, 2025 by the following vote:

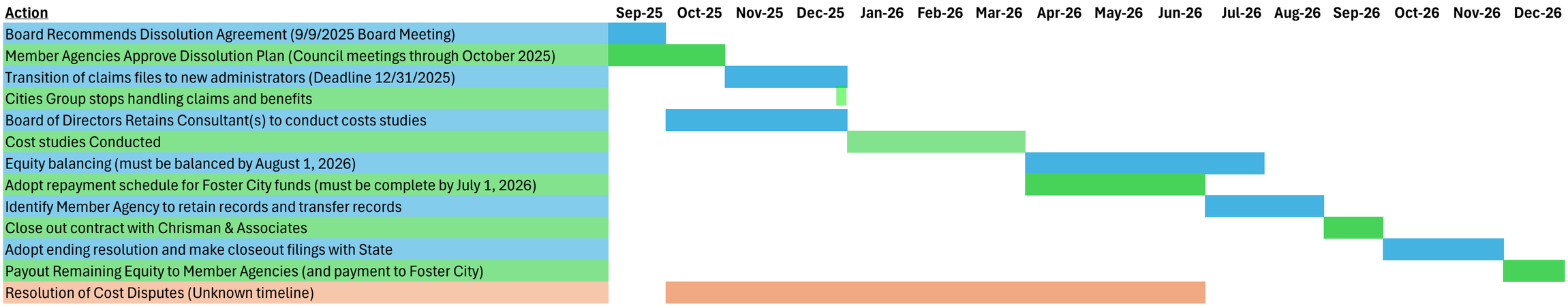
Agency	Yes	No	Abstain	Absent
Atherton				X
Dublin	X			
Half Moon Bay	X			
Hillsborough	X			
San Carlos	X			

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted at a regular meeting of the Cities Group Board of Directors on September 9, 2025.

ATTEST:



Paul Chrisman, Executive Director


Action
Sep-25
Oct-25
Nov-25
Dec-25
Jan-26
Feb-26
Mar-26
Apr-26
May-26
Jun-26
Jul-26
Aug-26
Sep-26
Oct-26
Nov-26
Dec-26
Board Recommends Dissolution Agreement (9/9/2025 Board Meeting)
Member Agencies Approve Dissolution Plan (Council meetings through October 2025)
Transition of claims files to new administrators (Deadline 12/31/2025)
Cities Group stops handling claims and benefits
Board of Directors Retains Consultant(s) to conduct costs studies
Cost studies Conducted
Equity balancing (must be balanced by August 1, 2026)
Adopt repayment schedule for Foster City funds (must be complete by July 1, 2026)
Identify Member Agency to retain records and transfer records
Close out contract with Chrisman & Associates
Adopt ending resolution and make closeout filings with State
Payout Remaining Equity to Member Agencies (and payment to Foster City)
Resolution of Cost Disputes (Unknown timeline)

A JOINT POWERS AGREEMENT

AMONG

Those public agencies signatory to this agreement for the purpose of establishing, operating and maintaining a Self-Insurance Program for Workers' Compensation.

WHEREAS, this agreement is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500, et seq.) of the California Government Code, relating to joint exercise of powers between the public agencies signatory hereto (and also those which may hereafter become signatory hereto) for the purpose of operating a program to be known and designated as THE SAN MATEO COUNTY CITIES INSURANCE GROUP hereinafter designated as the Group; and

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the development, organization and implementation of such a program is of such magnitude that it is desirable for aforesaid parties to join together in this Joint Powers Agreement in order to accomplish the purposes hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is a need by public agencies for a self-insurance system for Workers' Compensation; and

WHEREAS, a feasibility study has been conducted which does recommend that the public agencies agree to self-insure under a Joint Powers Agreement that provides that the cost will be apportioned by losses and administrative expense as determined by the Governing Board; and

WHEREAS, Title 1, Division 7, Chapter 5, of the Government Code of the State of California authorizes the joint exercise by two or more public agencies of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for a Self-Insurance System for Workers' Compensation for their mutual advantage and concern;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES AS DEFINED, EACH OF THE PARTIES HERETO DOES HEREBY AGREE AS FOLLOWS:

1. CREATION OF THE SAN MATEO COUNTY CITIES INSURANCE GROUP - Pursuant to Section 6500 of Title 1, Division 7, Chapter 5, of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the San Mateo County Cities Insurance Group, hereinafter designated as the Group. The debts, liabilities, or obligations of the Group do not constitute debts, liabilities or obligations of any party to this agreement.

The Group shall have the powers common to public agencies set forth in Section 1 of this agreement, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following: to make and enter into contracts; to incur debts, liabilities or obligations which shall not constitute debts, liabilities or obligations to any party to this agreement; to acquire, hold or dispose of property; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; and to sue and be sued in its own name. Said powers shall be exercised in the manner provided in the law, and except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon public agencies in the exercise of similar powers.

2. PURPOSE - The purpose of the Group shall be to provide to the members the capabilities of self-insurance, pooling, and joint purchases of insurance; establishment and maintenance of a fund to pay self-insured losses; establishment and maintenance of a fund to pay for desired insurance coverages; claims adjustment and administration, safety engineering, and other risk management services; and to provide a self-insurance plan and system for Workers' Compensation claims against members and as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, safety engineering, and other development as necessary for the payment and handling of all Workers' Compensation claims against members as required by State law, and be required to purchase and maintain a policy of excess insurance, said Fund being used to pay the deductible portion thereof. Said payment and handling for any member shall be for all Workers' Compensation claims filed under the laws of the State of California arising out of facts occurring during the period of membership in the Group. The Group shall not pay or handle for a member any Workers' Compensation claims which arise out of facts occurring before membership commences or after membership terminates.

3. MEMBERSHIP - Each party to this agreement must be eligible for membership as defined in the Bylaws, and becomes a member on the effective date of this agreement, and is entitled to the rights and privileges, and is subject to the obligations of membership, all as are provided in this agreement. Public agencies desiring membership after initial operation has begun shall apply under the provisions of the Bylaws.

4. WITHDRAWAL - Any member, having completed three (3) years as a party to this agreement, may withdraw as a party at the end of any fiscal year provided however that such withdrawing party has provided prior written notice of its intention to withdraw to the Board of Directors of the Group no later than March 1 prior to the fiscal year of withdrawal. The fiscal year of the parties

to this agreement commences on the first day of July and terminates on the 30th day of June. Refunds of the unencumbered portion of the reserve fund contributed by a withdrawing member may be made on an incremental schedule as determined by the Board. Said schedule shall commence no sooner than five years following the date of withdrawal and be completed no later than ten years from the withdrawal date. The Group shall remain responsible only for those claims of withdrawing members which were incurred while a member of the Group.

5. DISSOLUTION OF THE GROUP - At any time the activities of the Group may be suspended or discontinued upon the consent of all the parties hereto. However, the Group shall continue to be responsible for all existing assets and liabilities. No assets may be divided or returned until all outstanding obligations of the Group have been resolved or a paid-up contract has been enacted which will remove any further obligation from the Group. Said contract may provide for the members to accept responsibility for any outstanding claims. Disposition of assets will be made in proportion to the contributions of the then participating public agencies.

6. BYLAWS - The Group shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as "Exhibit A", and by this reference made a part of this agreement as if fully set forth herein. Wherever in this agreement the Bylaws are referred to, said Bylaws shall be those set forth in Exhibit A. Each party to this agreement agrees to comply with and be bound by the provisions of said Bylaws, and further agrees that the Group shall be operated pursuant to this agreement and said Bylaws.

A two-thirds vote of those entitled to vote shall be sufficient to amend the Bylaws, provided that a quorum is present.

7. GOVERNING BOARD - The Group shall be governed by a board composed of one person appointed by each member agency. Each such agency shall also appoint one alternate. The alternate appointed by an agency shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular member for whom he is an alternate is absent from said meeting. Each member or

alternate of the Board shall serve at the pleasure of the agency by which he has been appointed. The successor in office of any member of the Board or alternate shall be appointed by the agency which appointed the predecessor of such member of the Board or alternate.

Each member agency shall have one vote. A vote of the majority of those entitled to vote shall be sufficient to constitute action, provided that a quorum is present except as otherwise provided herein.

8. AFFIRMATIVE ACTION POLICY STATEMENT - It is the permanent and voluntary policy of this Board to practice fair and impartial employment, recognizing applicants and employees on the basis of personal and professional merit, thereby reaffirming the dignity of individuals without regard to race, color, creed, national origin, ancestry, age, sex, or physical handicap in every aspect of personnel policies, practices, and treatment of personnel.

9. POWERS OF THE BOARD OF DIRECTORS - The Board shall be responsible for the ongoing operations of the Group and is hereby empowered to implement and enforce these Bylaws and such other rules, regulations and procedures as the Board shall adopt. The Board shall study and determine the best method of processing Workers' Compensation claims, and whether claim administration should be contracted for or provided for by staff. The Board shall be empowered to determine contribution rates annually as provided in the Bylaws and the method by which contributions will be paid to the Self-Insurance Fund. The Board shall also be empowered to provide for additional assessments during the year, if necessary, to allow for increased cost due to changes in the law or excessive claim costs. The Board shall insure that a complete and accurate system of accounting of the fund shall be maintained at all times consistent with established accounting procedures.

The Board shall determine the manner in which Workers' Compensation claims shall be processed. Such processing shall conform to all provisions of law now in effect or later enacted.

10. ADDITIONAL PARTIES - Additional parties to this agreement may be added as provided in the Bylaws.

UPON EXECUTION BY ALL OF THE OFFICIALS DESIGNATED IN THE FOLLOWING, THIS AGREEMENT SHALL BECOME EFFECTIVE ON OCTOBER 5, 1978 AND SHALL CONTINUE UNTIL TERMINATED AS HEREIN PROVIDED. INSURANCE PROTECTION UNDER THIS AGREEMENT SHALL COMMENCE EFFECTIVE 12:01 A.M. JANUARY 1, 1979.

Dr. E. Reynolds Smith, Mayor
Town of Atherton

Mr. Melvin A. Mello, Mayor
City of Half Moon Bay

Mr. Richard B. Kerwin, City Manager
City of Brisbane

Mr. Robert Davidson, City Manager
Town of Hillsborough

Mr. Peter S. Gilbert, Mayor
City of Foster City

AGREEMENT AMENDING THE JOINT POWERS AGREEMENT CREATING A SELF-INSURANCE PROGRAM FOR WORKERS' COMPENSATION CALLED THE SAN MATEO COUNTY CITIES INSURANCE GROUP.

It is hereby agreed by the undersigned cities that the Joint Powers Agreement creating The San Mateo County Cities Insurance Group as executed on October 5, 1978, be amended as follows:

> Page six, lines five and six of said Joint Powers Agreement which read: "INSURANCE PROTECTION UNDER THIS AGREEMENT SHALL COMMENCE EFFECTIVE 12:01 A.M. JANUARY 1, 1979" shall be amended to read as follows: "INSURANCE PROTECTION UNDER THIS AGREEMENT SHALL COMMENCE EFFECTIVE 12:01 A.M. DECEMBER 30, 1978".

E. Reynolds Smith — Date 20 November, 1978

Dr. E. Reynolds Smith, Mayor
Town of Atherton

Richard B. Kerwin — Date November 17, 1978

Mr. Richard B. Kerwin, City Manager
City of Brisbane

Peter S. Gilbert — Date November 13, 1978

Mr. Peter S. Gilbert, Mayor
City of Foster City

Melvin A. Mello — Date November 20 - 1978

Mr. Melvin A. Mello, Mayor
City of Half Moon Bay

Robert M. Davidson — Date November 14, 1978

Mr. Robert Davidson, City Manager
Town of Hillsborough

AGREEMENT ADDING ADDITIONAL PARTY TO SAN MATEO COUNTY CITIES JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into pursuant to San Mateo County Cities Insurance Group By-Laws Section VI.

By execution of this Agreement the City of San Carlos shall, and hereby does, become a party to that certain Joint Powers Agreement and By-Laws dated October 5, 1978 and Amended on November 20, 1978, and agrees to, and shall on and after May 1, 1989, be bound by all of the terms and conditions thereof.

DATED: 10/24/89

TOWN OF ATHERTON

By Richard F. Morse

DATED: 7-12-89

CITY OF BRISBANE

By Roger A. Said

DATED: 7-12-89

CITY OF FOSTER CITY

By James C Hardy

DATED: 7-12-89

CITY OF HALF MOON BAY

By Mark Wan

DATED: 10/31/89

TOWN OF HILLSBOROUGH

By Robert M. Dias

DATED: 2/27/89

CITY OF SAN CARLOS

By Michael P. Garvey

AGREEMENT AMENDING THE JOINT POWERS AGREEMENT CREATING THE SAN MATEO COUNTY CITIES INSURANCE GROUP

It is hereby agreed by the undersigned that the Joint Powers Agreement creating the San Mateo County Cities Insurance Group as executed on October 5, 1978, and as amended from time to time thereafter, shall be further amended and shall provide as follows:

1. The Joint Powers Authority shall henceforth be known as the "Cities Group". All references in the Joint Powers Agreement and amendments thereto to "San Mateo County Cities Insurance Group" shall henceforth refer to and be construed to mean the "Cities Group".

2. Page one, lines eighteen and nineteen shall be amended and henceforth provide: "WHEREAS, the signatories hereto have determined that there is a need by public entities for self-insurance procedures and the purchase of insurance for the benefit of the parties hereto pertaining to employee benefit and liability programs of every kind and nature; and"

3. Page two, lines four, five, and six shall be amended and henceforth provide: "WHEREAS, it is the desire of the signatories hereto to jointly provide for self-insurance and insurance for employee benefit and liability programs of every kind and nature for their mutual benefit and advantage;"

4. Page three, lines one through seventeen shall be amended and henceforth provide: "PURPOSE - The purpose of the Cities Group shall be to provide to its members the capabilities of self-insurance, pooling, and joint purchases of insurance including but not limited to employee benefit programs of every kind and nature, as for example Workers' Compensation, long term disability, life, health, dental, vision, accidental death and dismemberment and retirement benefits. The Cities Group shall also have authority to provide general liability, property, auto liability, fidelity, crime and other insurance programs on a joint purchase or pooled self insurance basis. The Cities Group shall arrange establishment and maintenance of a fund to pay self-insured losses; establishment and maintenance of a fund to pay for desired insurance coverages; claims adjustment and administration, safety engineering, and other risk management services; and to provide a self-insurance plan and system for Workers' Compensation and other benefit program claims against members and as such, to perform, or contract for the performance of, the financial administration, policy formulation, claim service, legal representation, safety engineering, and other development as necessary for the payment and handling of all employee benefit program claims against members, and be required to purchase and maintain a policy of excess insurance, said Fund being used to pay the deductible portion thereof. Said payment and

handling for any member shall be for all employee benefit or liability programs established by the Cities Group's Board of Directors arising out of facts occurring during the period of membership in the Cities Group. The Cities Group shall not pay or handle for a member's employee benefit or liability program claim which arises out of facts occurring before membership commences or after membership terminates.

DATED: August 19, 1992

TOWN OF ATHERTON

By: Christopher E. Colby

DATED: July 30, 1992

CITY OF BRISBANE

By: Richard [illegible]

DATED: 2/4/93

CITY OF FOSTER CITY

By: [illegible]

DATED: June 15. 1993

CITY OF HALF MOON BAY

By: Mak Wein

DATED: Dec. 15, 1992

TOWN OF HILLSBOROUGH

By: [illegible]

DATED: JULY 13, 1992

CITY OF SAN CARLOS

By: [illegible]
MAYOR

Agreement Amending The Joint Powers Agreement Creating the Cities Group

It is hereby agreed by the undersigned that the Joint Powers Agreement creating the Cities Group as executed on October 5, 1978, and as amended from time to time thereafter, shall be further amended and shall provide as follows:

1. Page 3, Section 4. WITHDRAWAL - Any member, having completed three (3) years as a party to this agreement, may withdraw as a party at the end of any fiscal year provided however that such withdrawing party has a total fund balance in the Group exceeding its liabilities valued on the last day of its membership in the same ratio as the remaining members in total, but in no case less than 1.5:1. Such withdrawing party must provide ~~has provided~~ prior written notice of its intention to withdraw to the Board of Directors of the Group no later than ~~March 1~~ the January 1 prior to the fiscal year of withdrawal. The fiscal year of the parties to this agreement commences on the first day of July and terminates on the 30th day of June. Refunds of the unencumbered portion of the reserve fund contributed by a withdrawing member may be made on an incremental schedule as determined by the Board. Said schedule shall commence no sooner than five years following the date of withdrawal and be completed no later than ten years from the withdrawal date. The Group shall remain responsible only for those claims of withdrawing members which were incurred while a member of the Group.

DATED: July 23, 1997

TOWN OF ATHERTON

By: Donald T Gudusky

DATED: 6/23/97

CITY OF BRISBANE

BY: [signature]

DATED: 7/24/97

CITY OF FOSTER CITY

By: [signature] Attest: [signature]

DATED: 8/5/97

CITY OF HALF MOON BAY

By: [signature]

DATED: 7-15-97

TOWN OF HILLSBOROUGH

By: [signature]

DATED: 8/20/97

CITY OF SAN CARLOS

By: [signature]

B Y L A W S

OF THE

SAN MATEO COUNTY CITIES INSURANCE GROUP

I OFFICERS OF THE BOARD OF DIRECTORS

The Board shall elect a president, vice-president and secretary/treasurer at its first meeting; and thereafter at the first meeting held in each succeeding calendar year, the Board shall elect or re-elect its president, vice-president and secretary/treasurer. In the event that the president, vice-president or secretary/treasurer so elected ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the president to act, the vice-president shall act as president. The president, or in his absence the vice-president, shall preside at and conduct all meetings of the Board and of the Governing Board.

II MEETINGS OF THE BOARD

A. Regular Meetings

The Board shall provide for its regular, adjourned regular, and special meetings as needed provided, however, that it shall hold at least one regular meeting in each calendar quarter. The dates upon which and the hour and place at which any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each member agency. The place of the regular meetings shall be such public building or other place as may be designated by the Board.

B. Ralph M. Brown Act

The Board shall adopt rules for conducting its meetings and other business. All meetings of the Board including without limitation regular, adjourned regular, and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

C. Minutes

The secretary of the Board shall cause minutes of all meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each member agency.

D. Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

III MEMBERSHIP

Any City or Special District located within the political jurisdiction of San Mateo County is eligible to apply for membership; said membership shall be subject to the limitations contained in the Bylaws, including Section VI.

IV ACCOUNTS AND RECORDS

The Group shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of law or

any resolution of the Group. Books and records of the Group in the hands of the treasurer shall be open to inspection at all reasonable times by representatives of the parties. The Board, as soon as practical after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to each of the parties. The signature of two of the three officers shall be required to expend funds. The Group shall either make or contract with a Certified Public Accountant, or Public Accountant, to make an annual audit of the accounts and records of the Group. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records if made by a Certified Public Accountant, or Public Accountant, a report thereof shall be filed as public record with each of the parties hereto, and also with the County Auditor of San Mateo. Such report shall be filed within twelve (12) months of the end of the fiscal year under examination.

Any costs of the audit including contracts with or employment of Certified Public Accountants, or Public Accountants, in making an audit pursuant to this section, shall be borne by the Group and shall be a charge against any unencumbered funds of the Group available for this purpose.

Additionally, the treasurer of the Group shall assume the duties described in California Govenment Code Section 6505.5 to wit:

1. Receive and receipt for all monies of the Group and place them in the separate bank account as designated

by the Board to the credit of the Group.

2. Be responsible upon his bond for the safe-keeping and disbursement of all Group money so held by him.

3. Pay, when due, out of money of the Group so held by him all sums payable by the Group.

4. Verify and report in writing on the first day of July, October, January, and April of each year to the Board and to the parties to this agreement the amount of money he holds for the Group, the amount of receipts since his last report, and the amount paid out since his last report.

V LOSS RECORDS

The Board shall maintain or cause to be maintained accurate loss records for all risks insured against, and all claims paid. Loss reports shall be forwarded to member agencies on, at least, a quarterly basis.

VI ADDITIONAL PARTIES

Any other public agency within the political jurisdiction of San Mateo County may become a party to this agreement upon execution of an agreement between such public agency and the Group, the terms of which agreement shall be identical to the terms of this agreement.

Any public agency desiring to join the Group shall submit a properly executed copy of the Joint Powers Agreement to the Board prior to March 1. A two-thirds vote of the Joint Powers Board shall be required for acceptance of such additional member. Such participation shall begin the following July 1, unless the Board shall authorize another date.

Such additional public agencies shall forthwith pay to the Group its current contribution as determined by the Board. Thereafter, such additional party shall be considered a party to the agreement to the same extent as all of the original parties and for all purposes.

VII AMENDMENTS

Amendments to these Bylaws may be proposed by the designated representative of any member agency. The proposed amendment shall be referred to the Board for its consideration. A copy of the proposed amendment, with the Board's recommendations and reasons therefore shall be forwarded to each member agency. The Bylaws may then be amended by written agreement signed by all the parties to the Joint Powers Agreement. If two-thirds of the parties to this agreement agree to an amendment, the other parties must also agree to said amendment, or they may be involuntarily terminated as parties to this agreement by using the procedure set forth in Section VIII of the Bylaws.

VIII INVOLUNTARY TERMINATION

Upon good cause being established, two-thirds of the Board shall vote for involuntary termination of a member agency.

Such involuntary termination shall be effective at the end of that fiscal year, unless the Board specifies otherwise.

IX ENFORCEMENT

The Board is hereby given authority to enforce this agreement. If suit is necessary therefore, a defaulting member shall pay reasonable attorney fees to the Group as adjudicated by the Court.

X INVALIDITY

Should any portion, term, condition, or provision of this agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

XI FINANCE

A. Each member agency shall pay to the Group each fiscal year the annual contribution calculated pursuant to Paragraphs B and C. For the first six months of operation beginning January 1, 1979, the sums appearing in the schedule below will be paid on January 1, 1979. In subsequent years, partial payments shall be made in advance based on an estimated annual cost calculated by the Board. Said partial payments shall be made in the first year or partial fiscal year as follows: Fifty percent (50%) in July or the first month of operation; Twenty-five percent (25%) in December or the middle month of operation; Twenty-five percent (25%) in March or three-quarters through the partial fiscal year, as determined by the Board. Partial payments for subsequent years shall be made in July, December and March at a percentage to be determined by the Board.

B. The member contribution schedule for the period of January 1, 1979 to June 30, 1979 shall be approximately*:

City	Amount
Atherton	$ 20,250
Brisbane	22,500
Foster City	60,000
Half Moon Bay	11,250
Hillsborough	30,000

The Joint Powers Authority shall have no responsibility to pay the State Fund premiums or other liabilities incurred by the member agencies before the effective date of the insurance under this agreement.

C. The yearly premium paid to the Joint Powers Authority by the member agency for the two years following the initial one-half year shall be based upon a percentage of the manual premium according to the applicable WCIRB rate as determined by the Board of the Joint Powers Authority. Thereafter each member agency's premium may be modified by decision of the Board according to the loss experience of each member defined by the WCIRB rating plan. This loss experience mechanism shall operate to ensure that each member returns over a period of time to the Joint Powers Authority the funds paid out on its behalf as paid losses.

D. The Group shall operate on a fiscal year from July 1 to June 30.

*To be adjusted according to actual payroll figures.

E. Handling Funds

The Group shall have the power, authority and duty to handle all aspects of Workers' Compensation claims against members arising out of facts occurring during membership in the Group.

F. Contributions

Without in any way limiting the powers otherwise provided for in this agreement or by statute, the Group shall have the power and authority to receive, accept, and utilize property, real or personal, from any member or its agents or representatives; to receive, hold, dispose of, to construct, operate and maintain buildings and other improvements; and to receive, accept, expend and disburse funds by contract or otherwise, for purposes consistent with the provisions of the Group, which funds may be provided by any member or their agents or representatives.

G. Additional Income

The Group shall accept and deposit monies from any of the following sources earned after the date of this agreement:

1. Interest Income
2. Refund of the Group's Excess Workers' Compensation Insurance Premiums
3. Workers' Compensation Subrogation Recoveries
4. Payments by the State of California under State Mandated Reimbursement for Workers' Compensation Legislation
5. Grants from any Agency or Private Company (provided that no conflict of interest is created)

H. Debts

Should the projected expenses for a given year exceed the given assets of the pool for that year, each member shall be assessed by the Board an additional amount based upon the percentage of yearly premiums paid by each member relative to the total yearly premiums paid by all members.

I. Disposition of Property and Funds

In the event of the dissolution, complete rescission or other final termination of this agreement by all agencies then a party hereto, any property interest remaining in the Group following a discharge of all obligations, shall be returned to the current members.

J. Operating Fund

This fund shall be established and maintained out of the member contributions, and shall be for the purpose of paying for the following:

1. Insurance Premiums
2. Claims Management Expenses
3. Salaries of Administrators, if any
4. Safety Engineering
5. Data Processing Costs
6. Investigative Costs
7. Legal Costs
8. Miscellaneous

K. Claim Fund

This fund shall be established and maintained out of the member contributions, and shall be solely for the purpose of paying Workers' Compensation claims, except that the Board may authorize a transfer from this fund to the operating fund to cover unexpected expenses.

The Claim Fund shall be the repository of the "reserves" to be used for future Workers' Compensation payments, averaging up to eleven (11) years.

L. The Group shall have authority to seek and recover subrogation monies wherever possible. Such monies shall be deposited in the Claim Fund.

XII LIABILITIY

Except as otherwise provided by individual contract, pursuant to the provisions of Section 895, et seq., of the Government Code of the State of California, each member of the Group shall be liable for its pro rata share of all debts and liabilities of the Group, and its pro rata share of all debts and liabilities for Workers' Compensation claims against members arising out of facts occurring while a member of the Group. To achieve such purpose, each member indemnifies and holds harmless the other members for any loss, cost or expense that may be imposed upon such member in excess of such pro rata liability. (The rules therefor, as set forth in Civil Code Section 2788 are hereby made a part of these Bylaws.)

XIII EFFECTIVE DATE

These Bylaws shall go into effect immediately upon the effective date of the Joint Powers Agreement.

XIV INVESTING OF RESERVES (Claim Fund)

The Board shall invest or cause to be invested such reserves as are not necessary for immediate operation of the Claim Fund in such securities as are prudent and legal for public agencies.

The level of cash to be retained in the Operating and Claim Funds shall be determined by the Governing Board.

XV GLOSSARY

Unless the context otherwise requires, the terms used herein shall have the following meanings:

BOARD -- shall mean the governing board of the Group.

BROKER -- shall mean the broker engaged by the Board for the purpose of acquiring an insurance policy.

W.C.I.R.B. -- shall mean Workers' Compensation Insurance Rating Bureau.

CLAIM FUND -- shall mean the fund established for the purpose of paying the cost of the deductible portion of Workers' Compensation claims.

CLAIMS ADJUSTER -- shall mean the claims adjuster engaged by the Board for the purpose of determining losses and payments with respect to the Claim Fund.

CONTRIBUTION -- shall mean money paid by a member agency to the Group in return for the handling of Workers' Compensation claims.

EXPERIENCE MODIFICATION FACTOR -- shall mean a factor used in determining individual member contributions, derived from the claim activity of the member over the previous three years.

GROUP -- shall mean the San Mateo County Cities Insurance Group created by this agreement.

LOSS REPORTS -- shall mean a Report showing a member's Workers' Compensation claims in detail including current status.

MEMBER -- shall mean an individual member agency which belongs to the San Mateo County Cities Insurance Group.

OPERATING FUND -- shall mean the fund established by the Group for the purpose of paying insurance premiums and administrative and other costs.

RESERVES -- shall mean that part of the member's contribution held by the Group to make future Workers' Compensation payments.

SELF-INSURANCE (Permissively Uninsured) -- shall mean setting aside funds to pay for losses not covered by insurance.

Amendment to the Cities Group By-Laws as enacted by unanimous Vote of the Board of Directors at its duly noticed meeting On June 28, 2000

VIII A. Involuntary Termination

Upon the unanimous vote of all of the Board of Directors except the Director representing the member agency being terminated, a member agency may be involuntarily terminated. Upon the effective date of termination, the terminated member shall be subject to the following:

1. The terminated member shall assume full financial and administrative responsibilities for all pending and future claims against the Group or its programs which are in any way associated with the terminated member's past membership in the Group.

2. The terminated member's equity in the Group shall be reduced by all claim payments and other expenses as of the day termination becomes effective. If following the terminated member's assumption of all claim liabilities valued as of the effective day of termination the member's remaining equity is less than zero, the terminated member shall pay to the Group an amount sufficient to bring its total equity to zero. If the member's final equity is greater than zero, it shall be returned to the member in accordance with section 4. of the Joint Powers Agreement.

VIII B. Agreed Termination

Upon unanimous vote of the full Board of Directors, a member agency may be terminated by agreement. Such termination shall be conditioned upon the terminated member's duly authorized agreement to comply with the provisions of Sections VIII A. 1. and 2. hereof. In addition, the terminated member shall agree to indemnify, release from liability and hold harmless the Cities Group, its Directors, member agencies, officers, agents and their employees from liability for acts prior to the effective date of termination.

In the case of either involuntary or agreed termination, the effective date will be July 1 of each year unless the Board specifies otherwise.

Amendment to the Cities Group Bylaws enacted by Unanimous vote of the Board of Directors at its duly noticed meeting on Nov. 8, 2004.

1. Section III is amended, and shall henceforth provide:

> Any City, Special District, or other public agency located within the State of California is eligible to apply for membership; said membership shall be subject to the limitations contained in the Bylaws, including Section VI.

2. The first paragraph of Section VI is amended, and shall henceforth provide:

> Any other City, Special District, or public agency within the State of California may become a party to this agreement upon execution of an agreement between such public agency and the Group, the terms of which agreement shall be identical to the terms of this agreement.

Town of Atherton

by: Linda Kelly Date: 11-8-04

City of Foster City

by: [signature] Date: 11/8/2004

City of Half Moon Bay

by: [signature] Date: 11/8/04

Town of Hillsborough

by: [signature] Date: 11/8/04

City of San Carlos

by: [signature] Date: 11/8/04

AGREEMENT ADDING ADDITIONAL PARTY TO CITIES GROUP JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into pursuant to the Cities Group By-Laws Section VI.

By execution of this Agreement the City of Dublin shall, and hereby does, become a Party to that certain Joint Powers Agreement and By-Laws dated October 5, 1978 and Amended November 20, 1978, May 1, 1989, July 1, 1993 and June 30, 1997, and agrees to, and shall on and after January 1, 2005, be bound by all of the terms and conditions thereof.

Town of Atherton

By _____ Date 11-8-04

City of Foster City

By _____ Date 11/8/2004

City of Half Moon Bay

By _____ Date 11/8/04

Town of Hillsborough

By _____ Date 11/8/2004

City of San Carlos

By _____ Date 11/8/04

City of Dublin

By _____ Date 10/18/04

Agenda Item 5.9

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Adopting an Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code
Prepared by: Darlynn Haas, Management Analyst II, Julius Pickney, Management Analyst II, and Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider adopting an Ordinance amending the Dublin Municipal Code related to Purchasing Policy thresholds. The City Council waived the first reading and introduced the Ordinance on October 7, 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 Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On October 7, 2025, the City Council waived the reading and introduced an ordinance (Attachment 1) to amend Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code. The proposed ordinance pertains to the Purchasing Policy thresholds.

The proposed amendments increase the formal bidding and City Manager purchasing authority limits to align with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) limits and establish that future increases to these limits will correspond to the formal bidding thresholds set forth in: 1) the California State Contracting Manual (Scope of Purchasing Authority, Section 100.2) for goods and services; and 2) the CUPCCAA for public works contracts.

If adopted, City staff will incorporate the changes into the City's standard operating procedures.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code
2) City Council Staff Report dated October 7, 2025 (without attachments)

ORDINANCE NO. XX – 25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

AMENDING CHAPTER 2.36 (CONTRACTS AND PURCHASING) OF THE DUBLIN MUNICIPAL CODE

WHEREAS, the City Council of the City of Dublin has established Chapter 2.36 of the Dublin Municipal Code to establish efficient procedures for the procurement of services, supplies, equipment, and public projects; and

WHEREAS, the current thresholds for the City Manager (designated as Purchasing Agent) authority and bidding requirements have not been updated since the adoption of Ordinance 12-12, and do not reflect current State guidance, best practices, or regional benchmarks; and

WHEREAS, Staff conducted a data analysis of neighboring cities, and collected information from the California Uniform Public Construction Cost Accounting Act (CUPCCAA), the California Department of General Services Procurement Division, and the California Association of Public Procurement Officials, and found that increasing purchasing authority thresholds and bidding requirements would align the City with State guidance and local best practices; and

WHEREAS, California Public Contract Code Section 22032 permits public projects of two hundred twenty thousand dollars ($220,000) or less to be contracted through informal bidding procedures, and the State's Scope of Purchasing Authority 100.2 provides that goods and services procurement of up to one hundred thousand ($100,000) may be treated at an informal level; and

WHEREAS, the City Council finds that increasing the purchasing authority and bidding levels will enhance efficiency, reduce administrative costs, improve timely acquisition of goods and services, and maintain appropriate financial oversight consistent with State guidance.

NOW, THEREFORE, the City Council of the City of Dublin does ordain the following:

Section 1. Amendment to Section 2.36.020. Section 2.36.020 is amended to read as follows:

For the purposes of this chapter, the words set out in this section shall have the following meanings:

A. "Consultant or professional services" means the services rendered by architects, attorneys, engineers, doctors, financial consultants, planning or environmental consultants, investment advisors, bank or trustee officers, and other professional or specialized consultants.

B. "Contract" means any agreement to do or not do a certain thing. For the purposes of this chapter, "contract" and "agreement" are synonymous. The term "contract" includes, but is not limited to, a purchase order; a contract for services; an addendum or change order, which means a change or addendum to an executed contract; a letter of agreement; and a memorandum of understanding.

C. “Force account” is a term used by the Uniform Construction Cost Accounting Procedures meaning an account which is used to account for work performed on public projects using internal resources, including but not limited to labor, equipment, materials, supplies, and subcontracts of the public agency.

D. “Emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

E. “General services” means and includes any work performed or services rendered by an independent contractor, with or without the furnishing of materials, including, but not limited to, the following:

1. Maintenance or nonstructural repair of city buildings, structures or improvements which does not require engineering plans, specifications or design, including, but not limited to, unscheduled replacement of broken window panes, fire extinguisher maintenance, minor roof repairs, plumbing, elevator maintenance, custodial services and pest control, etc.;

2. Repair, modification and maintenance of city equipment and software;

3. Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of city supplies and equipment;

4. Replanting, care or maintenance of public grounds, including, but not limited to, maintenance of trees, shrubbery, flowers, and lawns;

5. Providing temporary personnel services;

6. Providing other miscellaneous services to facilitate city operations;

7. Performing repair, demolition or other work required to abate nuisances under this code;

8. Licensing software services;

9. Leasing or rental of equipment (personal property) for use by the city;

10. Maintenance of equipment owned or leased by the city.

“General services” does not include consultant or professional services, or work associated with a public project.

F. “Goods of a technical nature” means hardware, software, or communications equipment, or any item that is substantially similar to the foregoing as determined by the Purchasing Agent.

G. “Large contract” means a contract for the purchase of general services or supplies and equipment with a total cost of more than $100,000. Notwithstanding the foregoing, the $100,000 threshold set forth in the previous sentence shall automatically increase if the amount set forth for the “formal level” of contracting in Section 100.2 of the State Contracting Manual or its successor is increased.

H. “Large public project” means a “public project,” as defined in subdivision (c) of Public Contract Code section 22002, with a total cost of $220,000 or more. Notwithstanding the foregoing, the $220,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (b) of Public Contract Code section 22032.

I. “Public project” shall have the meaning given that term by California Public Contract Code Section 22022.

J. “Small public project” means a “public project,” as defined in subdivision (c) of Public Contract Code section 22002, with a total cost of less than $220,000. Notwithstanding the foregoing, the $220,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (b) of Public Contract Code section 22032.

K. “Small contract” means a contract for the purchase of general services or supplies and equipment with a total cost of between $10,000 and $100,000, inclusive. Notwithstanding the foregoing, the $100,000 threshold set forth in the previous sentence shall automatically increase if the amount set forth for the “formal level” of contracting in Section 100.2 of the State Contracting Manual or its successor is increased.

L. “Supplies and equipment” means and includes tangible goods, supplies, equipment, vehicles, printing, materials, and furniture and furnishings purchased on behalf of the city.

M. “Very small contract” means a contract for the purchase of general services or supplies and equipment with a total cost of less than $10,000.

N. “Very small public project” means a “public project,” as defined in subdivision (a) of Public Contract Code section 22002, with a total cost of $75,000 or less. Notwithstanding the foregoing, the $75,000 threshold set forth in the previous sentence shall automatically increase to reflect the amount set forth in subdivision (a) of Public Contract Code section 22032.

Section 2. Amendment to Section 2.36.050. Section 2.36.050 is amended to read as follows:

Purchasing Agent authority for contracts and purchases—Small contracts.

A. The Purchasing Agent is authorized to enter into a small contract on behalf of the city and approve a purchase by the city without the prior approval of the City Council, so long as the contract or purchase satisfies the following conditions:

1. The monies have been appropriated; and

2. The contract or purchase is for consultant or professional services, general services, or supplies and equipment.

B. In an emergency the Purchasing Agent may authorize the expenditure of any unencumbered monies in the emergency reserve fund, notwithstanding the fact that such

monies may not have been appropriated for such purpose, to the extent that said emergency funds have not been appropriated or are otherwise unavailable therefor.

Section 3. **Amendment to Section 2.36.070.** Section 2.36.070 is amended to read as follows:

Contracts and purchases of general services, supplies and equipment—Very small contracts**.**

For very small contracts, informal quotations should be obtained, but are not required. Comparative pricing is expected to secure the lowest price. Negotiated pricing is allowed and departments are strongly encouraged to solicit quotations from city-based businesses.

Section 4. **Amendment to Section 2.36.080.** Section 2.36.080 is amended to read as follows:

Contracts and purchases of general services, supplies, and equipment—Small contracts**.**

A. The award of any small contract shall, whenever possible, be based on at least three (3) quotations. For small contracts of less than fifty thousand dollars ($50,000), the quotations may be verbal or written. For small contracts greater than fifty thousand dollars ($50,000), the quotations shall be in writing, which writings may include facsimile and electronic mail transmissions. Quotations with the required documentation shall be submitted to the Finance Department for approval by the Purchasing Agent. Negotiated pricing is allowed and departments are strongly encouraged to solicit quotations from city-based businesses. The award of any small contract shall be consistent with the factors stated in Section 2.36.060 and shall be made from the vendor that submits the lowest total cost.

B. At the discretion of the Purchasing Agent, the competitive bidding procedure set forth in Section 2.36.090 may be used for any acquisition of general services, supplies and equipment, regardless of the value.

Section 5. **Amendment to Section 2.36.090.** Section 2.36.090 is amended to read as follows:

City Council authority for contracts and purchases—Large contracts—Competitive bidding.

City Council approval shall be required to authorize large contracts.

Awards of large contracts shall comply with the competitive bidding procedure set forth in this section, except as provided in Section 2.36.100. Bids should be obtained from one (1) or more vendors located within the city whenever possible.

A. Notices inviting bids shall include a general description of the services and/or articles to be purchased or sold, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether a bid deposit or bond and a faithful performance bond will be required.

B. Notices inviting bids shall be posted in at least three (3) public places in the city that have been designated by ordinance as the place for posting public notices, at least fourteen (14) calendar days before the date of opening the bids.

C. The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list and may advertise the notice inviting bids in applicable publications and websites readily accessible to the public.

D. When deemed necessary by the Purchasing Agent or City Council, any bidder may be required to submit a bid deposit or bond in an amount determined by the Purchasing Agent or City Council. A successful bidder (and his surety, if a bond is furnished) shall be liable for any damages upon the bidder's failure to enter into a contract with the city or upon the bidder's failure to perform in accordance with the tenor of his or her bid.

E. When deemed necessary by the Purchasing Agent or City Council, any person or entity entering into a contract with the city may be required to furnish a faithful performance deposit or bond in an amount determined by the Purchasing Agent or City Council.

F. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

G. At its discretion, the City Council may reject all bids presented and re-advertise for bids.

H. Contracts shall be awarded by the City Council to the lowest responsive, responsible bidder, except as otherwise provided herein.

I. If two (2) or more bids received from responsible bidders are for the same total amount or unit price, quality and service being equal, preference shall be given to the local vendor, or the City Council may accept the lowest bid made by negotiation with the tie bidders and the Purchasing Agent at the time of the bid opening.

Section 6. Amendment to Subdivision A.1. of Section 2.36.100. Subdivision A.1. of Section 2.36.100 is amended to read as follows:

1. Large contracts involving the acquisition of consultant or professional services will require City Council approval.

Section 7. Amendment to Section 2.36.120. Section 2.36.120 is amended to read as follows:

Purchase orders.

Purchases for small contracts shall be documented by purchase orders prepared by the Purchasing Agent in accordance with adopted administrative policies.

Section 8. Amendment to Section 2.36.160. Section 2.36.160 is amended to read as follows:

Public projects.

Public projects shall follow the purchasing procedures as set forth in Sections 22030–22045 of the Public Contract Code.

A. Contracts for very small public projects may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order (Reference: Public Contract Code Section 22032).

B. Contracts for small public projects may be let to contract by the informal procedures set forth in Sections 22030–22045 of the Public Contract Code.

1. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

2. Where a public project is to be performed, a notice inviting informal bids shall be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with this section, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified; provided, however:

a. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.

b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

3. All mailing of notices to contractors and construction journals pursuant to this section shall be completed not less than fifteen (15) calendar days before bids are due.

4. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and shall state the time and place for the submission of bids.

5. The Purchasing Agent is authorized to award informal contracts pursuant to this section.

C. Contracts for large public projects shall be authorized by City Council and shall comply with the competitive bidding procedures set forth in Section 2.36.090. Contracts for very small and small public projects may be approved by the Purchasing Agent. (Reference: Public Contract Code section 22034.)

Section 9. Effective Date. This Ordinance shall take effect and be enforced thirty (30) days following its final adoption.

Section 10. Posting. The City Clerk of the City of Dublin shall cause this Ordinance to be posted in at least three public places in the City of Dublin in accordance with Section 36933 of the Government Code of the State of California.

PASSED, APPROVED AND ADOPTED this 21st day of October 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Agenda Item 8.1

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 7, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Introduction of an Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code
Prepared by: Darlynn Haas, Management Analyst II, Julius Pickney, Management Analyst II, and Rhonda Franklin, Management Analyst II

EXECUTIVE SUMMARY:

The City Council will consider introducing an Ordinance amending the Dublin Municipal Code related to Purchasing Policy thresholds. The proposed updates are intended to create efficiencies in the City's purchasing activities, incorporate recent updates to the California Uniform Public Construction Cost Accounting Act, and align the City's practices with the industry best practices.

STAFF RECOMMENDATION:

Waive the reading and introduce the **Ordinance** Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code.

FINANCIAL IMPACT:

There is no direct financial impact associated with this item; however, efficiencies gained in the purchasing process are expected to result in indirect cost savings through improved staff productivity.

DESCRIPTION:

In April 2025, Staff conducted a review of the City's Purchasing Policy to evaluate how well it aligns with best practices in governmental purchasing, including accounting for inflationary impacts, legislative changes, and evolving operational needs. As part of this effort, Staff analyzed guidance from state purchasing regulators, collected data from neighboring cities, and evaluated internal operations. This report presents the results of the research and includes proposed amendments to the Purchasing Policy to create efficiencies and provide the flexibility Staff requires to respond nimbly to the community's needs.

Background

Cities purchase goods and services through procurement policies and procedures designed to ensure fairness, transparency, and accountability with taxpayer money. Such policies, which are generally included in agency municipal codes, establish things like definitions of the various types of purchases, competitive bidding requirements and exceptions thereof, and levels of authority to make purchases.

While purchasing authority and acquisition methods (i.e., bidding procedures) are two different things, they are almost always aligned. Some acquisition methods are complex and considered high risk, such as those used to award large construction contracts. Thus, it is reasonable that those contract awards would be made at the governing board level. Others are less complex and involve less risk, such as those used to select a mass printing vendor, and therefore those purchases could reasonably be approved at the Purchasing Agent (e.g., City Manager) level. Said simply, the maximum authority of a City Manager is typically limited to purchases that do not involve a formal bidding process.

There are two primary categories into which purchases fall: general services (supplies, equipment, consulting and professional agreements, etc.) and public works contracts, defined as "any agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" by the California Public Contract Code (PCC). The PCC is the body of state law governing how public entities in California award contracts for public projects and services. Cities must comply with the PCC, but they can be more restrictive with their own policies.

Other agencies' practices provide guidance on purchasing practices at the local level. These include the California Department of General Services Procurement Division, which publishes the State Contracting Manual. They also include the California Association of Public Procurement Officials (CAPPO), which provides procurement survey data, including public agency information on purchasing policies, procedures, and regulations to help agencies evaluate their own practices. These agencies all generally align with each other in their guidance on acquisition methods.

Dublin's Purchasing Policy

The City of Dublin's Purchasing Ordinance – also called the Purchasing Policy - was adopted in December 1983 (Ord. No. 16-83), shortly after the City's incorporation. At that time, the City Manager, as Purchasing Agent, was authorized to make purchases of less than $5,000 (for general services as well as public works contracts), with anything above that requiring City Council approval. Purchases over $5,000 also necessitated a formal bidding process, which – at least today - is a lengthy and heavily regulated process.

The Ordinance was amended for the first time in February 2000 (Ord. No. 4-00) to update competitive bidding requirements and increase the City Manager's purchasing authority to $20,000 for all purchases.

The most recent update to the Purchasing Policy was made in August 2012 (Ord. No. 12-12) to increase the City Manager's authority and formal bidding threshold to $45,000 for general

services. The City also “opted in” to the California Uniform Public Construction Cost Accounting Act (CUPCCAA), a voluntary program enacted in 1983 as part of the PCC to help promote “uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state” (Section 22001). If a City opts in, its competitive bidding threshold for public works projects can increase above the $5,000 default in Public Contract Code Section 20162. In aligning with the CUPCCAA guidelines at the time, the City Council approved an increase to the competitive bidding trigger and City Manager authority for public works contracts to $100,000.

The CUPCCAA itself was most recently updated by Assembly Bill (AB) 2192 during the 2023-24 legislative session and became effective January 1, 2025. To create efficiencies and flexibility in how governments operate, AB 2192 implemented a new formal bidding threshold of $220,000 for public works contracts.

Despite this change in CUPCCAA guidelines, Dublin has maintained the same purchasing authority and formal bidding thresholds ($45,000 for goods and services and $100,000 for public works contracts) since 2012.

Other Local Agencies

To further inform the evaluation of Dublin’s Purchasing Policy, Staff analyzed survey data from CAPPO and reached out to neighboring cities. Data from 18 Bay Area public agencies, listed below, were reviewed.

> **Cities/Counties:** Berkeley, Contra Costa County, Livermore, Mission Viejo, Mountain View, Oakland, Pleasanton, San Leandro, San Ramon, Santa Rosa
>
> **Other Agencies:** Alameda County Water District, Alameda Municipal Power, Central Contra Costa Sanitary District, Eastern Contra Costa Transit Authority, Golden Gate Bridge Highway and Transportation District, San Mateo County Community College District, Santa Clara Valley Water, Sonoma-Marin Area Rail Transit District

The survey data reflect that other agencies have generally kept pace with industry best practices, with the average City Manager purchasing authorities at $100,000 and $200,000 for the two purchase types, as shown in Table 1. These limits typically align with bidding thresholds as well.

Table 1: Average City Manager Purchasing Authority

Goods and Services		Public Works Projects	
Amounts	**Percentage**	**Amounts**	**Percentage**
$50,000	25%	$50,000	28%
$75,000	16%	$75,000	11%
$100,000	36%	$100,000	11%
$200,000+	23%	$200,000+	50%

Data from the cities of Livermore, Pleasanton, and San Ramon are listed in Table 2, including the period the purchasing limit was last updated.

Table 2: City Manager Purchasing Limit from Livermore, Pleasanton, San Ramon

City	Goods & Services / Professional Services	Public Projects
Livermore (July 2025)	$200,000	$200,000
Pleasanton (June 2025)	$100,000	$200,000
San Ramon (July 2018)	$100,000	$100,000

Operational Considerations in Dublin

It takes an estimated 12 hours of staff time to bring a contract to the City Council if formal bidding is involved. This includes time spent completing and preparing bidding procedures and reviewing responses, drafting and reviewing contract documents, routing the contract for internal approval, preparing City Council agenda materials, and presenting the item. Using an average, fully loaded hourly rate of $137.90 for the Analyst level and up, this equates to a cost of approximately $1,700 per contract or purchase.

Over the past three fiscal years, 178 contracts were presented to the Dublin City Council, with 153 for goods and services and 25 for public projects. Thirty-nine of the contracts (22%) were for amounts between $45,000 and $100,000, with an estimated total of 468 staffing hours spent on these contracts, or about $65,000 over the three-year period.

Moreover, the rising cost of construction materials and labor has far outpaced the City Manager's purchasing limit and competitive bidding threshold of $100,000 for public works contracts. A simple but needed repair or alteration to one of Dublin's parks, for example, could require Staff to complete formal bidding, prepare and review the agenda item, and obtain City Council approval before the work can begin.

It should also be noted that there are now significant lead times associated with the purchase of specialized equipment, and some items – such as public safety vehicles, which now cost well over $50,000 each – only offer favorable pricing for a specific window of time. With an increase in the purchase authority and formal bidding thresholds, Staff would be able to react and respond more quickly to operational needs and priorities in servicing the community.

Conclusion and Recommendation

The City's purchasing authority thresholds have not had a comprehensive update since 2012. Staff's analysis, pulling from state guidelines and survey data from the other local agencies, shows that the City's current thresholds are significantly below industry standards. In addition, a review of internal operations reveals that the current Purchasing Policy creates an administrative burden on Staff and hinders the City's ability to do business efficiently.

Therefore, Staff recommends amending the Dublin Municipal Code Chapter 2.36 to increase the formal bidding and City Manager purchasing authority limits to current CUPCCAA limits, and tie future increases of such to the formal bidding thresholds provided in: 1) the California

State Contracting Manual (Scope of Purchasing Authority, Section 100.2) for goods and services; and 2) the CUPCCAA for public works contracts. The proposed changes are summarized as follows:

Table 3. Proposed Changes

	Cost (Current)	Cost (Proposed)	CM Can Approve	Bidding Requirement
Goods and Services	< $5,000	< $10,000	yes	Informal quotes
	$5,000 - $45,000	$10,000 - $100,000	yes	3 quotes: verbal/written
	> $45,000	> $100,000	no	Formal bids
Public Works Contracts	< $45,000	< $75,000	yes	Informal quotes
	$45,000 - $100,000	$75,000 - $220,000	yes	Informal procedures
	> $100,000	> $220,000	no	Formal bids

These proposed changes are reflected in the attached Ordinance (Attachment 1). The redlined version is provided as Attachment 2.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Ordinance Amending Chapter 2.36 (Contracts and Purchasing) of the Dublin Municipal Code
2) Redline Amendments to Chapter 2.36

Agenda Item 5.10

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Mayor's Appointment to Heritage and Cultural Arts Commission Alternate Unscheduled Vacancy, Senior Center Advisory Committee Alternate Unscheduled Vacancy, Parks and Community Services Commission Unscheduled Vacancy, and Planning Commission Unscheduled Vacancy
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

The City Council will consider the Mayor's appointment to fill alternate unscheduled vacancies on the Heritage and Cultural Arts Commission and Senior Center Advisory Committee and unscheduled vacancies on the Parks and Community Services Commission and the Planning Commission.

STAFF RECOMMENDATION:

Confirm the Mayor's appointment of Salim Razawi to the alternate unscheduled vacancy on the Heritage and Cultural Arts Commission with a term ending December 2026, Namrata Berry to the alternate unscheduled vacancy on the Senior Center Advisory Committee with a term ending December 2026, Sumit Aneja to the unscheduled vacancy on the Parks and Community Services Commission with a term ending December 2028, and Margaret Simuro to the unscheduled vacancy on the Planning Commission with a term ending December 2026.

FINANCIAL IMPACT:

None.

DESCRIPTION:

On July 15, 2025 alternates on the Heritage and Cultural Arts Commission and Senior Center Advisory Committee were appointed to unscheduled vacancies on each body, leaving unscheduled vacancies in the alternate positions. Applicants from the previous recruitment posted on May 23, 2025 were offered the opportunity to be considered for the alternate positions.

An unscheduled vacancy occurred on the Parks and Community Services Commission on August 19, 2025 and a notice seeking applications was posted on August 21, 2025, with a deadline of September 12, 2025. An unscheduled vacancy occurred on the Planning Commission on September 3, 2025 and a notice seeking applications was posted on September 8, 2025 with a deadline of September 26, 2025.

Heritage and Cultural Arts Commission
After reviewing applications from Jackson Berg, Paul Chang, Shubha Kandukoori, Sachin Khatter, and Salim Razawi, Mayor Hu selected Salim Razawi to fill the alternate unscheduled vacancy.

Senior Center Advisory Committee
After reviewing applications from Namrata Berry, Shubha Kandukoori, and Julia Nam, Mayor Hu selected Namrata Berry to fill the alternate unscheduled vacancy.

Parks and Community Services Commission
After reviewing applications from alternates Sumit Aneja and Pawan Sohi, and applications from Daniel Colley, Daniel Hor, Shubha Kandukoori, Sachin Khatter, Amarissa Koelling, Joshua Sevier, Horatio Ulescu, Debbie Wagner, and Wilfredo Yee, Mayor Hu selected Sumit Aneja to fill the unscheduled vacancy.

Planning Commission
After reviewing applications from alternates Suresh Puli and John Wu, and applications from Vijay Durga Reddy Annapureddy, Seema Badar, Jackson Berg, Courtney Chatman, Jeffrey Joh, Shubha Kandukoori, Sachin Khatter, Taylor Kim, Sridhar Komandur, Rui Ma, Vinod Metha, Julia Nam, Pejman Naraghi-Arani, Margaret Simuro, Antonio Ticsay, Chuck Wong, and Mina Yu, Mayor Hu selected Margaret Simuro to fill the unscheduled 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
3) Parks and Community Services Commission Applications
4) Planning Commission 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 *
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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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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To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

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 Application

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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) *
[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

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.

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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 *
6/2/2025

First Name *
Sachin

Last Name *
Khatter

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.

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 *
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City
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State/Province/Region
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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

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 *
Shubha

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Kandukoori

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Dublin

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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

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

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Julia

Last Name *
Nam

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Dublin

State/Province/Region
California

Postal/Zip Code
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Country
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Phone (Primary) *
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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.

DUBLIN
CALIFORNIA

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services 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 Parks and Community Services 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 *
9/7/2025

First Name *
Sumit

Last Name *
Aneja

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City
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USA

Phone (Primary) *
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Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
13

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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

I am a long time Dublin resident (since 2012) and had the opportunity to use several of the amenities provided by the City of Dublin (including the ones offered by Parks and Community Services Department)
Over the past eight months as an Alternate Commissioner in the Parks and Community Services Commission, I have gained a deeper understanding of the breadth of programs offered through the Parks and Community Services Department, as well as the significant role they play in fostering community engagement and wellness.

Several years ago, my son participated in the Youth Sports Jr. Warriors basketball program, where I had the opportunity to volunteer and observe closely. We as a family attended Splatter and the St. Patrick's Day Parade multiple times over the last few years. In addition, we have been to the Wave Water Park and Emerald Glen Park for many events - Farmers Market, Splatter etc

I have volunteered at multiple events such as regularly attending and supporting Splatter, assisting at the Dublin Parade, staffing the St. Patrick's Day Parade information booth, and serving at the community-wide gathering at Shannon Community Center for Spring Festival, in collaboration with a local non-profit. These experiences have provided me with practical insight into how these programs foster neighborhood connections and community cohesion.

These experiences, combined with my work on the Commission have given me firsthand knowledge of the Department's impact on residents of all ages and backgrounds. I now have a stronger appreciation of how these programs not only build community but also advance inclusivity, accessibility, and cultural celebration within Dublin.

How do you feel about user fees for recreation programs and park/facility reservations?

My experience as an Alternate Commissioner has reinforced my belief that user fees play a critical role in maintaining service quality and fiscal responsibility. For instance, the nominal fee structure at the newly opened Gym at Dublin Senior Center where drop-in cost around $3 or discounted fees with a multi visit Pass allows seniors affordable access to vital programs while contributing to the facility's operational sustainability.
I advocate for preserving nominal fees like these while ensuring support mechanisms such as sliding-scale pricing to guarantee equitable access for low-income families. This approach ensures that quality services remain accessible to all residents, regardless of income.
However, it is essential to strike a balance, ensuring the long-term sustainability of programs and the upkeep of facilities and parks, while keeping fees fair and affordable for residents.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

Serving as an Alternate Commissioner has reinforced my understanding that decision making must prioritize the overall good of the community, even if it means facing disagreement. In practice, this often requires careful listening, transparency, and communicating the rationale behind decisions.
Dublin's diversity means that no single decision will please everyone. However, by applying principles of fairness, equity, and inclusivity, the Commission can ensure that outcomes reflect the best interests of the community as a whole.
My observations as alternate commissioner has shown me that while unpopular decisions are difficult, they can strengthen community trust when handled with openness and respect.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

My most important contribution is to act as a bridge between residents and the City, ensuring that decisions reflect the diverse voices and needs of our community. In the past eight months as an Alternate Commissioner, I have learned how to contribute constructively to Commission discussions and decisions, bringing a perspective rooted in both lived experience and active volunteer service. From supporting events like the St. Patrick's Day Parade to helping with the Dublin Information Booth, I have been directly engaged with residents and gained valuable insight into what makes our community thrive. As a Commissioner, I would expand on this role, advocating for programs and facilities that strengthen community bonds, uphold equity, and sustain fiscal responsibility.

Why are you interested in serving on the Parks and Community Services Commission?

Having served as an Alternate Commissioner, I am eager to expand my role and continue contributing more directly to shaping Dublin's parks, programs, and community services. My volunteer work and Commission service have deepened my passion for civic engagement and

my commitment to ensuring that our City's services reflect the values of inclusivity, accessibility, and cultural representation. I want to build on my experience to help guide initiatives that enrich quality of life for all residents, while balancing fiscal stewardship and long-term sustainability. Serving as a full Commissioner will allow me to bring my experience, perspective, and dedication to a broader decision-making role for the benefit of the Dublin community.

In what organizations are you currently a member? Please list.

I remain a board member of a local chess club, where I help organize tournaments and promote youth engagement. I am also passively involved in teaching financial literacy and personal finance to middle and high school students. In addition, I am a member of a local non-profit organization dedicated to fostering community connection by organizing events that bring residents together.

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

Through my service on the Commission and personal involvement in community events, I have become more familiar with City-owned facilities and their role in supporting recreation, culture, and community connection. I have attended events at the Dublin Senior Center, Shannon Community Center and assisted a friend with the rental process. As an Alternate Commissioner, I have also learned how these facilities operate within the larger Parks and Community Services ecosystem, providing residents with vital spaces for enrichment and engagement.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

Equity and inclusion require a holistic approach. The City of Dublin is already doing many of this and can continue to improve by:
Accessibility: Ensuring facilities, trails, and parks are physically accessible to all residents, including those with disabilities, while maintaining equitable geographic distribution across neighborhoods.

Affordability: Expanding sliding-scale fees, scholarships, and subsidy programs to reduce financial barriers.

Representation: Developing programs, workshops, and events that highlight Dublin's cultural diversity, ensuring ethnic and cultural groups feel represented.

Community Engagement: Actively seeking feedback from underrepresented groups through town halls, surveys, and partnerships with community based organizations.

My time on the Commission has shown me that equity is an ongoing commitment requiring consistent outreach, policy attention, and collaboration with residents to keep improving access for all.

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services 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 Parks and Community Services 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 *
9/11/2025

First Name *
Daniel

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Colley

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Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
11

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2019

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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

As a Dublin resident of over 11 years and a Parks and Community Services Commissioner from 2021 to 2024, I have learned so much about the programs and park infrastructure that Dublin has to offer. Over the years my family has participated in many programs including youth sports like the junior warriors. My family and I especially enjoyed marching in this year's St. Patrick Day parade. As my children have aged, our participation has changed but continued. We are currently looking forward to Splatter and a creek cleanup event sponsored by Living Arroyos. I have also been excited to see one of my sons continue his participation with Junior Warriors, not as a player but as a volunteer score keeper. Also, this summer he was appointed to the Youth Advisory Committee. I am excited that this year the YAC will have even more money to distribute for the youth mini-grants. He is gaining valuable experience while having a great time meeting other civic minded youth and staff. In addition to our personal experiences with all of the great programs here in Dublin, I am lucky enough to have been continually updated and educated by the staff during our commission meetings. The quarterly reports and frequent updates from the Wave have kept me current on the programs that we offer and how they are being accepted by the community. Additionally, In 2023 and 2024 I attended the Senior Center Advisory committee meetings as a liaison for the Parks Commission. The Senior Center is another great source of programming and services that I do not have a lot of personal experience with and attending these meetings has been a great way to increase my knowledge of programs for seniors and their caregivers.

How do you feel about user fees for recreation programs and park/facility reservations?

Program and rental fees are always a source of discussion and sometimes frustration with the community. I've been through the review process for the master fee schedule and understand the philosophy and requirements that the staff uses to develop the fees. It's important for the commission to discuss the fees and how they balance the city costs and the public need. In general I think we have done a great job creating programs where the fee is not a major barrier for participation while at the same time maintaining the long term sustainability of the department. It is also critical for the city to continue to use external benchmarking and community feedback to monitor user fees.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

It is almost unavoidable within a community as large and diverse as Dublin that decisions will have to be made that are unpopular with some of the members of the community. That's why it is important for the Parks and Community services department to continue to maintain the master plan. If we are diligent about updating the master plan and continually seeking input from the community we will make decisions that will be to the overall benefit to the community. Often, once people realize that our decisions are typically made with a lot of feedback in mind and are part of a larger plan, they are more willing to accept them. I was recently talking to a community member that was unhappy with a new feature at one of the city parks. I was disappointed that we hadn't met this person's expectation but it did make me consider some possible improvements for the city and commission to consider.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

For the four years I was previously on the commission, I have done my best to listen and learn as much as I can about our parks and services. I have learned so much from both the staff and the community about what's important and how we plan to provide for the community. Going forward, I would like to translate this knowledge and understanding into actionable feedback for the staff to help them improve and make the best possible choices for our community. Our city staff does such an amazing job and I am looking forward to being a partner in their success.

Why are you interested in serving on the Parks and Community Services Commission?

Dublin is the best city I have ever lived in. That doesn't happen by accident. It's the result of a lot of people giving their time and energy every day to improve our community. Being a part of a city commission is just one way that I can help continue to make Dublin a great place to live. Additionally, I have been involved with several projects while on the commission that I want to follow through on to make them as great as possible. These projects include the Dublin Arts Center, Forest Park and Francis Ranch Parks. I am also interested in helping with some of the upcoming new projects including the collaboration of the city and school district for the upgrades to Emerald Glen.

In what organizations are you currently a member? Please list.

Dublin High School Academy Mentor
DUSD Guest Teacher

Dublin High School Volunteer (music program, football and track and field)
Alameda County Public Art - Artist Selection Committee for the new Fire Training Center in Dublin

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I've been fortunate enough to learn a lot of details about our facilities in Dublin over the last 4 years on the commission. Additionally, attending the Senior Center Advisory meetings have provided even more details about everything that is available and going on there as well. I am excited to see the Arts Center open and have our plans become available to the public. Over the years I have been to the wave for the water park, swim classes and fitness swimming. My family has never rented a facility in Dublin.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

Cost can be a barrier to equity and inclusion. The city should work to keep our costs low for programs so that the fees can remain in reach for all of our community. Additionally, I think we should consider adding programs that have a lower cost to start with. I have encouraged the staff to consider adding things like flag football or ultimate frisbee, which should have a lower cost structure. I think we have done a great job in and need to continue to listen to the community to make sure that we are adding things that everyone can use. Walking trails and pickle ball are examples of things that we've added as a result of feedback to increase usage of our parks. I also would continue to encourage the city to support programs that allow members of the community to participate at their own pace, such as the Dublin Trail Challenge and the People of the Parks program.

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services 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 Parks and Community Services 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 *
9/11/2025

First Name *
Daniel

Last Name *
Hor

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City
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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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

The department offers a wide range of recreational, educational, and community-oriented programs and services. These include things like coordinating the offerings within in the seasonal activity guides; planning various festivals and events (e.g. St Patrick's Day, Splatter, the new night market); managing our various parks, trails, and facilities (e.g. The Wave); and art & community programs (e.g. public art murals & displays, People of the Parks).
Yes, my family and I have enjoyed many of these programs and facilities since moving to Dublin 4+ years ago. For instance, we march in the St Patrick's Day parade every year as part of our daughter's school contingent (fun fact: I've been the school mascot for 2 years), and we greatly enjoy the food and vendor market after the parade. We also participated in the Shamrock 5K Fun Run this year and hope to make it an annual tradition.
I've also signed up my daughter for many of the youth sports and arts classes through the activity guide; and we've also participated as a family in many holiday events listed there, like the Ghosts of Dublin graveyard tour, and Breakfast with Santa. We've also been to The Wave many times – almost every summer!

How do you feel about user fees for recreation programs and park/facility reservations?

In an ideal world, I'd prefer for our core facilities and programs to be offered free, or at minimal charge, especially for Dublin residents. While I understand that we need money to pay for upkeep and other needs, I'd point out that we do pay for them through our taxes. There is also a philosophical consideration where we can decide as a community what things we value enough to offer as public goods at low to no cost for the benefit of all, especially to those who are less able to afford them. Not everything should be seen through just cost perspectives.
That said, I also understand the need for some balance in offering free services and charging for things, especially value-added options. For example, while I would lean more towards having free-to-low charges for entry to The Wave, I'd be more open to charging for facility rentals, like reserving cabanas at The Wave or picnic areas at our various parks.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

Making "unpopular decisions", if justifiable and is truly in the best interests of the community, isn't something I'd shy away from.
Leaders should strive to make the best decisions for all, especially if they have additional information and insight that outsiders do not. Leadership shouldn't be seen as a popularity contest where the aim is to please people without regard to the actual impact of the decisions that are made. On the other hand, leading is also not about making decisions without regard for other people's views. Leaders should be transparent and seek to understand different perspectives, especially for contentious issues.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

I am a user experience researcher by profession. In my job, I use data and user research to inform decision-making for systems and services. In a nutshell, I know how to make things easier and better for people.
But leading and making decisions on issues that impact people isn't just about reading numbers and facts in a cold, calculated way. My background, including a previous career in communications, has given me great people-centric perspectives, empathy, and soft skills to work collaboratively with others, as well as understanding the value of hearing from the people whom we serve.

Why are you interested in serving on the Parks and Community Services Commission?

My family and I have enjoyed living here, in part due to the many facilities, services, and events that the Parks and Community Services Department manages. Dublin is our home and I want to do my part to help serve our community and give back to our city.
And what better way to do that than to step up to answer a call to fill an unexpected vacancy on commission and work to further improve the same facilities, services, and events that my family and I have grown to love?

In what organizations are you currently a member? Please list.

I am an active participant in the Parent-Faculty Club of Murray Elementary (where our daughter attends), and have volunteered in many of the PFC's and the school's community and fundraising activities.
I am also a member of the Dublin USD's Citizens Bond Oversight Committee, an independent citizen body that oversees the spending of bond funds for major school projects in our city.
Additionally, I was recently on the Parks and Community Services Department's Art Selection Committee for the new mural art by our library – an engagement that I enjoyed contributing towards.

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I am familiar with all 3 of those facilities, having attended events at all of them and, with The Wave, enjoyed family outings there during the summer.

We have not had the opportunity to rent facilities with the city, but only because we didn't need to. However, I'm certainly familiar with the concept and have attended events where others have rented facilities, whether a hall at the Senior Center to host a school event, or picnic facilities for a birthday party at a local park, or something else.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

As I had implied in my earlier response, public goods and facilities would be more inclusive and open for all if they were free (like our public parks) or more affordable (especially to residents). Cost is always a major consideration and barrier.

Other ways we can prioritize equity and inclusion can be things like ensuring facilities are more easily accessible and welcoming to people of different cultures and national origins, as Dublin has a significant and diverse immigrant population.

This might mean ensuring that language isn't a major barrier, or that we provide a welcoming and safe environment for people who might have different beliefs or backgrounds.

Similarly, we should also consider aspects like accessibility, age, and sexual orientation, to ensure that no one in our community feels left out.

That said, I am happy to see as an ordinary resident that the city already implements many of these considerations in what it does.

Parks and Community Services Commission Application

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The Parks and Community Services 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 Parks and Community Services 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 *
9/3/2025

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Shubha

Last Name *
Kandukoori

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E-mail *
[redacted]

How long have you been a resident of Dublin? *
8

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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

Yes, I and my family participated many times in splatter farmers market at Emarald Glen park, st.patrick's festival, Picnic flix at Emarald Glen Park, The Wave water park summer splash and Spring Eggstravaganza.

How do you feel about user fees for recreation programs and park/facility reservations?

I think it's fair to have reasonable fees, especially for programs that require extra staffing or facility upkeep. At the same time, I feel the fees should remain affordable so that families of all income levels can participate. Offering resident discounts, scholarships, or fee waivers for low-income households would ensure that everyone has access.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

I believe it's important to make decisions that benefit the overall community, even if they are not always popular. At the same time, it's important to communicate openly with residents, listen to concerns, and explain why the decision is in the long term best interest of Dublin.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

The most important contribution I can make is to represent the diverse voices of Dublin residents and ensure decisions reflect the needs of the whole community, not just a few groups.

My most important contribution would be helping the Commission balance fiscal responsibility with community access, making sure programs remain high quality and affordable.

I can contribute by bringing thoughtful ideas, asking the right questions, and helping find practical solutions that improve the parks and recreation experience for current and future residents.

Why are you interested in serving on the Parks and Community Services Commission?

I'm interested in serving because I want to give back to the community and help ensure Dublin continues to offer high quality parks, recreation programs, and facilities that benefit residents of all ages.

Parks and recreation programs have played an important role in my life and my family's life. Serving on the Commission would allow me to help shape those same opportunities for others in our community.

I want to be part of planning Dublin's future by supporting recreation programs and parks that promote health, inclusion, and community connection for years to come.

In what organizations are you currently a member? Please list.

N/A

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I'm familiar with several of the community facilities, including the Dublin Senior Center, Shannon Community Center, and The Wave. My family has participated in programs and events there, and we've also rented facilities for community gatherings. These experiences have shown me how valuable these spaces are for bringing people together.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

The City can improve equity by ensuring parks, trails, and programs are affordable, physically accessible for people with disabilities, and located in all neighborhoods so everyone has nearby access.

Equity and inclusion can be strengthened by offering culturally diverse programs, multilingual outreach, and events that celebrate Dublin's

diversity so all residents feel represented.

The City can expand outreach to underserved communities, provide scholarships or fee waivers, and make sure information about programs is easy to find and shared widely.

Parks and Community Services Commission Application

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Date Time *
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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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

I am very familiar with the wide range of programs and services offered by the City of Dublin's Parks and Community Services Department. These include youth and adult sports leagues, aquatics programs at The Wave, senior services and wellness activities at the Dublin Senior Center, cultural arts programs, summer camps, afterschool enrichment, and large-scale community events such as Splatter, the St. Patrick's Day Festival, and the Holiday Tree Lighting. I also appreciate the Department's role in maintaining public parks, open spaces, and recreational facilities that support health, wellness, and community connection.

I have been directly involved in many of these programs as both a participant and a volunteer. I have volunteered at the City's signature events such as the St. Patrick's Day Festival and Splatter, and I currently serve as a board member of a local nonprofit that supports the Dublin community. In addition, I am an active volunteer with a nonprofit sports academy and have supported the Dublin United Soccer League, where my children also play and participate in various leagues. These experiences have given me firsthand insight into how the Department's programs enrich residents' lives, strengthen cultural connections, and foster inclusivity.

Through both my professional and volunteer involvement, I have developed a strong appreciation for the impact of the Department's programs and services. I am eager to contribute as a Commissioner to help guide and expand these efforts for the benefit of all Dublin residents.

How do you feel about user fees for recreation programs and park/facility reservations?

I believe user fees for recreation programs and park/facility reservations are appropriate when they are structured in a fair and transparent way. These fees help ensure the City can maintain high-quality programs, facilities, and open spaces without placing the entire financial burden on the general fund. At the same time, it is important that fees remain affordable and not become a barrier to participation, especially for youth, seniors, and families with financial constraints.

I support a balanced approach where user fees contribute to the sustainability of programs, while the City also provides subsidies, scholarships, or tiered pricing to ensure access for all residents regardless of income level. Parks and recreation facilities are essential for building community health, engagement, and inclusion, so maintaining accessibility while ensuring financial responsibility is key.

As a Commissioner, I would encourage ongoing evaluation of fees to make sure they are equitable, competitive with surrounding cities, and reflective of both community needs and fiscal realities.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

I believe one of the most important responsibilities of a Commissioner is to make decisions that serve the long term interests of the entire community, even when those decisions may not be popular with certain neighbors, residents, or organizations. While it is important to listen carefully, respect concerns, and ensure all voices are heard, decisions should ultimately be guided by what best promotes equity, safety, sustainability, and the well-being of Dublin as a whole.

In my volunteer and nonprofit leadership roles, I have sometimes been in situations where the immediate preference of a small group differed from what was best for the broader community. In those cases, I found that clear communication, transparency about the reasoning behind the decision, and a willingness to engage in dialogue helped people better understand and accept the outcome.

For me, leadership means balancing empathy with responsibility. Even if a decision is difficult or initially unpopular, if it strengthens the community and aligns with the City's long term vision, I would support it while continuing to build trust through communication and collaboration.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

The most important contribution I can make as a member of the Parks and Community Services Commission is bringing a well-rounded perspective that combines community involvement, volunteer leadership, and firsthand experience as an active resident and parent. Through my work as a board member of a local nonprofit, a volunteer for events like the St. Patrick's Day Festival and Splatter, and my ongoing support of youth sports through the Dublin United Soccer League and a nonprofit sports academy, I have developed strong connections with diverse groups in our community.

I can serve as a bridge between residents, organizations, and the City by listening to community needs, advocating for inclusive and accessible programs, and helping shape policies that balance fiscal responsibility with broad participation. My passion for community service and commitment to fostering cultural diversity, youth development, and healthy lifestyles will guide me in contributing to decisions that strengthen Dublin's identity as a vibrant, inclusive, and connected city.

Why are you interested in serving on the Parks and Community Services Commission?

I am interested in serving on the Parks and Community Services Commission because I care deeply about strengthening our community and ensuring that Dublin continues to offer high-quality, inclusive programs and facilities for all residents. Over the years, I have volunteered at City events such as the St. Patrick's Day Festival and Splatter, served as a board member of a local nonprofit, and supported youth sports through the Dublin United Soccer League and a nonprofit sports academy. My children also actively participate in local leagues, which gives me a firsthand appreciation for the positive impact these programs have on families.

Serving on the Commission would allow me to give back in a greater capacity by helping guide the future of Dublin's parks, recreation, and cultural services. I want to ensure these opportunities remain accessible, welcoming, and reflective of the diverse and growing community we are proud to call home.

In what organizations are you currently a member? Please list.

I am currently an active member and volunteer with the following organizations:

Silicon Valley Asian Association Board Member (supporting cultural diversity and professional growth of community via multiple initiatives in Dublin)

Dashrath Sankhe Cricket Academy – Active volunteer supporting youth development programs

Dublin United Soccer League – Volunteer and parent participant

Bloomy - Advisor board member of startup pioneered in organising Wellness Events in your Community.

These roles allow me to stay closely connected to the community, support youth and cultural programming, and contribute to Dublin's growth and inclusiveness.

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I am familiar with several of Dublin's City-owned community facilities and the important role they play in bringing residents together. The Dublin Senior Center provides valuable programs and social opportunities that support older adults. The Shannon Community Center serves as a hub for community gatherings, cultural celebrations, and private events. The Wave is a unique and highly valued asset, offering aquatics, fitness, and family recreation that make Dublin a destination for residents and visitors alike.

My family and I have both participated in programs at these facilities and also rented City facilities for private use. For example, we have rented the Shannon Community Center for family and community events. These experiences have given me a strong appreciation for the quality, accessibility, and versatility of Dublin's facilities, as well as the City's commitment to providing spaces that strengthen community connection.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

The City can provide better equity and inclusion by ensuring that parks, trails, facilities, and programs are accessible, welcoming, and affordable for all residents, regardless of age, ability, cultural background, or income. This can include offering scholarships or tiered pricing for recreation programs, providing multilingual information and outreach, and designing programs that reflect the diversity of Dublin's community.

It's also important to actively engage underrepresented groups in planning and decision-making, so their needs and perspectives are incorporated into programming and facility design. As someone who has volunteered with community events, nonprofit sports programs, and youth leagues, I've seen firsthand how inclusive outreach and thoughtful program design can increase participation, build connections, and foster a sense of belonging. By combining accessibility, representation, and proactive engagement, the City can ensure that all residents feel valued and able to fully enjoy Dublin's parks, trails, and facilities.

Parks and Community Services Commission Application

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The Parks and Community Services 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 *
9/3/2025

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How long have you been a resident of Dublin? *
11

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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

I'm very familiar with the programs offered through the Parks and Community Services Department. Both of my children have participated in a variety of classes over the years, including recreational and swim classes. One of my children also attended the city's preschool program, which was a wonderful experience. I've also taken a few classes myself and appreciated the opportunity to stay active and connected with the community. In addition to classes, my family regularly visits the city parks. We enjoy exploring the different playgrounds and open spaces.

How do you feel about user fees for recreation programs and park/facility reservations?

I believe user fees are both reasonable and necessary. These fees help cover the costs of maintaining high-quality programs, facilities, and staff, and they contribute to the long-term sustainability of the services offered. In my experience, the fees are generally quite reasonable and offer good value for what's provided. Of course, it's also important that the fee structure considers affordability and accessibility for all members of the community.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

I understand that leadership sometimes requires making difficult decisions. In my previous role as a manager of Quality Control at a Pharmaceutical company, I often had to weigh competing priorities and make choices that were fair, responsible, and aligned with broader goals. I also had to deal with employees' disappointment as it arose.

It's important to recognize that not everyone has access to the full context or information behind a decision, which can lead to misunderstandings or frustration. That's why I believe in clear communication and transparency whenever possible. I also encourage community involvement; when people participate in the process, they're more likely to understand and support the outcome, even if they don't fully agree with it.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

As a new member of the Parks and Community Services Commission, I believe one of the most important contributions I can make is bringing a fresh perspective and a strong commitment to representing the needs and interests of the community. This would be my first time serving in an official city role, which means I'm coming in with open eyes, a willingness to ask thoughtful questions and the ability to share my ideas.

Why are you interested in serving on the Parks and Community Services Commission?

I'm interested in serving because I care deeply about the role parks and recreational programs play in creating a healthy, connected, and vibrant community. My family and I regularly use the city's parks and participate in a variety of programs, so I've seen firsthand how valuable these resources are to residents of all ages.

I also have a strong interest in gardening and sustainability, which leads me to wonder about how we can make our parks even more beneficial for both people and the environment. In particular, I am interested in the opportunity to increase the use of native plants and fruit trees in our parks. Native plants require less water and maintenance, support local biodiversity, and are better adapted to our climate. Fruit trees can provide beauty, shade, and even food, helping to create more engaging and educational spaces for the community.

In what organizations are you currently a member? Please list.

I am currently on the board of the Parent Faculty Club for Murray Elementary School (Co Secretary).
I am a member of the United States Bowling Congress and a regular bowler at Earl Anthony's Dublin Bowl.
I am working part time at Dublin High School as the STEM Mentor Program Coordinator.

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I took a Zumba class at the Dublin Senior Center a few years ago. One of my children attended preschool at the Shannon Community Center, and both of my children have taken swim classes at The Wave, and had a blast at the water park this summer. Personally, I think I have only reserved park space, but I have looked at the other venues before when I was part of the Fun Squad at my last job. We were looking for a

location for a summer picnic, but we ended up in Pleasanton instead of Dublin. I learned that Dublin has a variety of spaces and venues available to rent/reserve with different amenities and capacities.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

I think the city has made great progress in recent years, especially by installing more inclusive and accessible playgrounds that allow children of all abilities to play and interact together. To continue building on that, I believe equity and inclusion can be strengthened by looking at economic accessibility as well. I'm not sure what types of financial assistance or sliding scale options are available for recreation programs, but ensuring that all families regardless of income can access classes, camps, and facility rentals would make a meaningful difference.

In addition, ongoing community outreach, multilingual communication, and opportunities for public input can help ensure the city is meeting the needs of all residents. I'm eager to learn more about what's already being done and contribute to ideas that expand access and inclusion even further.

Parks and Community Services Commission Application

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To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
9/8/2025

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Joshua

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Sevier

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How long have you been a resident of Dublin? *
7

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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

I am very familiar with the wide range of programs offered through Dublin's Parks and Community Services Department, and I have seen firsthand how they enrich the lives of families, seniors, and youth. The Family Services Division provides preschool and after-school programs, youth and adult fitness classes, and summer camps that give children safe and structured opportunities to grow. The Sports Division oversees both youth and adult leagues, including the very popular Jr. Warriors Basketball Program, and manages athletic fields and courts that serve as vital community gathering spaces.

The Wave at Emerald Glen Park is one of the city's flagship facilities, offering year round swim lessons, fitness swimming, and recreational aquatics. It is also home to the Green Gators swim team and features a seasonal waterpark with slides and play structures that my own children enjoyed growing up in Dublin. The Heritage and Cultural Arts Division preserves the city's history through the Dublin Heritage Park & Museums and Camp Parks Military History Center, while also supporting a robust public art program.
The department also brings residents together through citywide special events like the St. Patrick's Day Festival, Splatter, Dublin Pride Week, Spring Eggstravaganza, Harvest Fair, tree lighting, and Breakfast with Santa. These programs and events not only encourage healthy lifestyles and recreation but also strengthen Dublin's image as a connected and welcoming city.

Yes, my family and I have attended many of Dublin's events. Our favorite events are the farmer's market. We eat a ton of fruit, maybe some treats, listen to music and usually see people we know.

How do you feel about user fees for recreation programs and park/facility reservations?

I believe user fees are a reasonable and necessary tool for sustaining Dublin's recreational programs and facilities. These fees help cover the costs of maintenance, staffing, and program delivery while ensuring that our parks, trails, and community centers remain high quality. More importantly, user fees represent an investment into the future they allow us to reinvest in facility improvements, expand programming, and ensure that future generations inherit parks and recreational spaces that are just as vibrant as they are today.

From my experience in the Army and in business, I know that when resources are managed wisely and reinvested with purpose, organizations grow stronger over time. That same principle applies here: thoughtful user fees protect Dublin's ability to provide exceptional recreational opportunities for decades to come.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

I believe that true leadership requires making decisions that may not always be popular with certain groups, but that ultimately serve the long-term good of the community. During my Army career, I often had to make tough calls where individual preferences conflicted with mission success or team readiness. Those experiences taught me that integrity means standing by the decision that best supports the larger goal, even in the face of pushback.

At the same time, I've also learned that people value transparency and respect. Whether leading soldiers, guiding families through difficult senior care choices, or studying community resource management in my MBA program, I have seen how important it is to explain the "why" behind a decision, listen to concerns, and ensure everyone feels heard. Even if residents or organizations do not agree, they are more likely to trust the process when the decision is made openly and with fairness.

As a commissioner, my responsibility would be to place the overall wellbeing of Dublin above short-term pressures while maintaining honest communication with the community. That balance of integrity, empathy, and long-term vision is how I would approach difficult but necessary decisions.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

The most important contribution I can make as a member of the Parks and Community Services Commission is bringing a combination of strategic leadership, community engagement, and empathy driven decision making to the table.

I have led diverse teams and managed complex projects, often balancing competing priorities to achieve long term success. That experience taught me how to make fair, principled decisions while keeping people motivated and included.

Beyond my professional background, I have a personal stake in Dublin's future. My children grew up here and enjoyed everything the city and community offered from parks and recreational programs to family-friendly events that helped shape their experiences. I want to ensure future families have those same opportunities for connection, growth, and belonging. I am also very aware of how quickly technology is changing, and I look forward to finding ways to use it to enhance the community experience, making our programs more accessible, engaging, and innovative.

Together, these experiences position me to contribute not just as an advisor, but as a connector helping Dublin balance today's needs with tomorrow's opportunities, ensuring that our parks and community services continue to build wellness, pride, and community for generations to come.

Why are you interested in serving on the Parks and Community Services Commission?

Although I was not raised in Dublin, I was fortunate to grow up with access to public parks that created a safe place for me and my four brothers to play freely and participate in organized sports. Those experiences showed me firsthand how parks and recreation programs build community, especially as neighbors rally around youth sports. That foundation is a big reason I value the role parks and recreation play in shaping families and strengthening cities.

I also have a deep personal love for nature, which I experience through trail hiking and participating in trash pick-up events in various cities. These activities remind me how important it is to preserve our open spaces and teach stewardship by example. I know that when we are young, it's easy to take nature for granted but as we grow older, we begin to truly value it. My goal is to ensure that our youth will have abundant and healthy natural spaces to enjoy with their own families in the future, just as I have been fortunate to do.

Serving on this commission would allow me to combine my personal commitment to community, my respect for nature, and my dedication to preserving opportunities for future generations helping Dublin remain a model city that balances growth with wellness, pride, and sustainability.

In what organizations are you currently a member? Please list.

None

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I am familiar with several key city owned community facilities in Dublin and the role they play in enriching residents' lives. The Dublin Senior Center provides important services for older adults, from social activities like weekly bingo to wellness classes such as chair Pilates, line dancing, and walking groups. The Shannon Community Center serves as a flexible hub for youth programs, family celebrations, and cultural events, while The Wave at Emerald Glen Park offers aquatics, swim lessons, and fitness opportunities for all ages.

I also value Heritage Park & Museums, which preserve Dublin's history and connect residents through cultural programming, and the Dublin Library, which provides educational resources, children's reading programs, and lifelong learning opportunities. Having raised my children in Dublin, I've seen firsthand how these facilities create safe, welcoming, and vibrant spaces for residents. I view them not just as buildings, but as vital investments in health, pride, and community for generations to come.

Neither my self or any family members have rented any Dublin facilities. We have celebrated many birthday parties at the Wave and I have attended senior events at the Senior Center.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

Equity and inclusion begin with recognizing that Dublin is a diverse and growing community, where residents come from many cultural backgrounds and celebrate in different ways. The City can build on this strength by ensuring that parks, trails, and facilities offer spaces that are adaptable and welcoming for a wide range of traditions, from cultural festivals to family gatherings and recreational activities.

One way to strengthen inclusion is by using social media and digital tools to promote city facilities and programs more broadly. Many residents, especially younger families, discover opportunities through online platforms, so highlighting events at places like The Wave, Shannon Community Center, and Heritage Park & Museums on social media would help ensure that no one misses out.

Promoting these facilities more prominently at citywide events — such as the St. Patrick's Day Festival or Splatter — would also raise awareness among new residents and communities that may not yet feel connected. In addition, offering multilingual outreach and culturally representative imagery in promotions would help ensure that all residents feel seen and invited to participate.

Parks and Community Services Commission Application

The Parks and Community Services Commission is an advisory body to the City Council and City Staff. This Commission is made up of five members of the community who serve four-year staggered terms and one student representative who serves a one-year term. This Commission acts in an advisory capacity to the City Council regarding the City facilities, parks, and recreational activities and programs.

The Parks and Community Services 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 Parks and Community Services 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 *
11/15/2024

First Name *
Pawan

Last Name *
Sohi

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? *
10

Have you participated in Inside Dublin? *

If yes, what year?

○ Yes

◉ No

Application Questions

What knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

Yes, I do have knowledge about the program and utlize the services.

How do you feel about user fees for recreation programs and park/facility reservations?

It depends, this should not be applicable for all facilities and programs but does need to be there for few others. City has to be selective about the same

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

If its right for the community and benefit in the log run, this can be made.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

Volunteer and run volunteer programs to help support parks in the east bay

Why are you interested in serving on the Parks and Community Services Commission?

I'm passionate about the outdoors and belivee there is so much to learn from them. Besides engaging with the community is very beneficial for the health and well being of the city.

In what organizations are you currently a member? Please list.

none

while I'm full time employed

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

yes I'm aware of these and have rented some of the parks and other facilities

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

There are many ideas and programs that can be run in colloboration with volunteer organisation as well as schools, senior centres

Parks and Community Services Commission Application

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The Parks and Community Services 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 *
9/6/2025

First Name *
HORATIO

Last Name *
ULESCU

Address *
Street Address
[redacted]

Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
US

Phone (Primary) *
[redacted]

Phone (Secondary)
[redacted]

E-mail *
[redacted]

How long have you been a resident of Dublin? *
13

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2025, starting in October

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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

Dublin's Parks and Community Services Department offers an impressive breadth of programs to our community. They are developed by the several divisions of the Department: the Family Services division handles preschool and after-school programs, youth and adult fitness classes, and summer day camps; the Sports Division manages youth and adult sports leagues, sports fields and courts, and the popular Jr. Warriors Basketball Program; The Wave at Emerald Glen Park offers year-round swim lessons, fitness swimming, seasonal waterpark with six waterslides, and is home to the Green Gators Swim Team champions; the Heritage and Cultural Arts Division oversees Dublin Heritage Park & Museums, the Dublin Camp Parks Military History Center, and a robust public art program; and the Seniors and Special Events division (including the St. Patrick's Day Celebration and Splatter multi-cultural arts event).

My family and I are active participants in many of these programs and events. We attend Splatter regularly and are repeat attendees of Dublin's St. Patrick's Day celebration. During the summer months, the Dublin Farmers' Market has become a weekly tradition for us. We appreciate the atmosphere, how the event creates a vibrant community gathering space while supporting local farmers and businesses and encouraging artists by hosting them as part of summer concerts.

In addition to participating at these events, as a Rotarian, I've also actively organized the Club's participation at the Farmer's Market Summer Concert Series and the St. Patrick's Day event, in the spirit of the continued successful partnership between the City and the Dublin Rotary Club. This experience made me aware of the Department's commendable contribution and incredible potential to serve Dubliners to develop an ever-stronger community, continuing a tradition of bringing people together around interests they share and aspirations they nurture.

Most recently, I attended the grand opening of the Wallis Ranch Community Park, which highlighted Dublin's commitment to expand recreational opportunities as our community grows.

These experiences have given me firsthand insight into the quality programming, community partnerships, and thoughtful expansion that characterize Dublin's Parks and Community Services approach.

How do you feel about user fees for recreation programs and park/facility reservations?

I believe user fees serve an important role in maintaining high-quality recreation programs and facilities while ensuring fiscal responsibility. Fees help offset operational costs, allow for program improvements, and create a sustainable funding model that doesn't overly burden general taxpayers.

However, I strongly believe fees should be structured to ensure equitable access for all Dublin residents. This means implementing sliding scale fee structures and scholarship programs for low-income families, so that financial constraints don't become barriers to participation. My experience with Rotary's community partnerships has shown me how effective targeted assistance can be in making programs accessible to everyone.

I support the principle that basic park access should remain free - our parks are community assets that everyone should be able to enjoy. As for specialized programs, facility rentals, and premium services like The Wave's waterpark features, reasonable user fees are appropriate and help maintain these amenities at a high standard.

From my involvement in organizing the Dublin Rotary Club's participation at events like Splatter, St. Patrick's Day and the Summer Concert Series, I understand that even seemingly 'free' community events require significant resources. User fees for programs and rentals help ensure we can continue offering diverse, quality programming while being good stewards of taxpayer dollars.

I would also consider involving the community more in volunteer work to maintain parks and recreation areas. This approach not only educates people to be more respectful of the parks but may also help lower maintenance costs while building stronger community ownership.

In my opinion the key is finding the right balance - fees should be reasonable, transparent, and structured to maximize community participation rather than create exclusivity. I would support regular review of our fee structure to ensure it aligns with our community values of accessibility and fiscal responsibility.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

Before making a decision, I feel it is crucial to understand the factors that shape public response, whether positive or negative, with particular care given to the causes of unpopularity, since unaddressed concerns can create significant obstacles to carrying out otherwise beneficial initiatives.

My approach would begin with thorough research, stakeholder input, and thoughtful consideration of perspectives. I would work to uncover the root causes of opposition, often unpopularity arises from insufficient communication or rushed implementation rather than the decision itself. From my professional experience in high-tech management and volunteer service with an HOA Board and Rotary, I have learned that the most vocal voices do not always represent the majority opinion or reflect the community's long-term interests. At the same time, unpopularity can signal that engagement has been lacking or that valid concerns remain unresolved. The key is distinguishing between

measures that are inherently challenging but necessary (such as budget prioritization) and those that are unpopular because they have not been adequately vetted or explained.
In such situations, transparency and engagement are particularly critical. I would share the reasoning and data behind a proposed decision, highlight the long-term benefits for Dublin, and acknowledge the trade-offs involved. People may not always agree, but they deserve to understand the rationale and to know their concerns were heard.
For example, decisions about park improvements, facility upgrades, or program changes might displease some residents in the short term but ultimately strengthen the community's recreational resources. Likewise, budget constraints may require prioritizing certain programs over others, inevitably disappointing some groups.
I recognize that criticism comes with community service. My commitment would be to make decisions grounded in what best serves Dublin as a whole, while treating dissenting voices with respect and ensuring residents know their perspectives were considered. My goal is to build trust through consistency, fairness, and transparency, even when choices are difficult.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

My most important contribution would be to bring proven experience in building effective partnerships between community organizations and city government, combined with strategic leadership skills from my high tech management roles. Through my work with Rotary, I've successfully collaborated with Dublin's Parks and Community Services Department on multiple events, giving me unique insight into both sides of these partnerships - the community organization perspective and the city operational requirements.
My professional background in high tech management brings valuable strategic planning, resource allocation, and analytical skills to the commission. I'm experienced in evaluating complex systems, managing budgets, leading diverse teams, and thinking about long-term scalability - skills that translate well to assessing park master plans, facility utilization data, and program effectiveness metrics. As technology continues to evolve, I can help the commission explore innovative solutions for registration systems, facility management, and community engagement.
Additionally, having pioneered the automation of Oracle's customer services with early introduction of AI technologies, I'm exceptionally positioned in this age of AI to collaborate with contractors the City might hire for automation purposes, bringing cutting-edge technological insight to modernize our recreational services.
As an Ambassador for the Dublin Chamber of Commerce, I understand the important connection between quality recreation amenities and economic development. Businesses choose Dublin partly because of our excellent parks, facilities, and community programming. I can help the commission think strategically about how our recreational infrastructure supports Dublin's continued growth and attracts both residents and businesses to our community.
Additionally, my HOA Board experience has taught me how to navigate complex community dynamics and make data-driven decisions about shared resources. These skills directly translate to commission work when evaluating park improvements or program expansions that affect different neighborhoods and user groups.
Perhaps most importantly, my diverse community involvement - from Rotary to the Chamber to neighborhood leadership - gives me connections across Dublin's business community, families, and various demographic groups. This helps ensure that commission decisions reflect the needs and interests of our entire community, not just the most vocal stakeholders.

Why are you interested in serving on the Parks and Community Services Commission?

My interest in serving on the Parks and Community Services Commission stems from a deep appreciation for how Dublin's exceptional recreational amenities shape our community's character and quality of life. Having lived in Dublin for more than 13 years, I've experienced firsthand how our parks, programs, and facilities bring neighbors together and create the connections that make Dublin special. Parks provide that much needed space for relaxation of mind and body they are our way of giving back to nature for how much nature gives to us.
Through my involvement with Rotary, the Chamber of Commerce, and community events, I've seen the vital role that parks and recreation play in Dublin's identity. From families enjoying Splatter or the St. Patrick's Festival to youth developing skills in sports programs and the intergenerational connections fostered at the Summer Concert Series, these amenities weave the fabric of our community.
Dublin is at an exciting inflection point—growing rapidly while striving to preserve its tightly knit community character. I want to help ensure that our parks and recreation infrastructure not only keeps pace with this growth but continues to strengthen what makes Dublin a desirable place to live and work, applying the strategic planning and growth management skills I developed in high-tech management to support that balance.
As someone who has partnered with the department through Rotary, the Chamber of Commerce, and witnessed the dedication of city staff, I am eager to contribute to policy discussions that reflect the diverse needs of our community young families, seniors, long time residents, and newcomers alike from diverse professional and cultural backgrounds. Serving on this commission is an opportunity to preserve and enhance what makes Dublin special while preparing for its continued success.

In what organizations are you currently a member? Please list.

Dublin Rotary Club - Active member
Dublin Chamber of Commerce Ambassador
Silvera Ranch HOA Board Member
Cal State East Bay (CSUEB) - Alumni Association Member
Association for the Advancement of Artificial Intelligence - Member

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I have extensive knowledge of Dublin's city-owned community facilities through both personal use and community involvement. I'm familiar with the Shannon Community Center, which serves as the primary hub for program registration and administrative functions, and I've visited it multiple times for Rotary event planning and other community activities.

I also have significant experience with The Wave at Emerald Glen Park, where I've used the facility for swimming and fitness. In addition, I have served for many years as an election volunteer, including captain roles at The Wave during State and Federal elections, which gave me unique insight into how Dublin facilities serve multiple functions beyond recreation. This multiple-use approach demonstrates the City's efficient and thoughtful utilization of public assets.

I have visited the Dublin Senior Center and seen its vital role in serving our aging population with specialized programs and services. Beyond these core facilities, I've attended events at Dublin Heritage Park & Museums, including Weekend Wonders, and was present for the opening of Wallis Ranch Community Park.

My family and I have been regular users of these spaces for programs, events, and civic activities, and our experiences have been consistently positive—the facilities are well-maintained, staffed effectively, and welcoming to all. At the same time, I recognize that Dublin is a dynamic community with changing demographics and needs. As our population diversifies and ages, we must ensure our facilities retain the flexibility to adapt. This firsthand knowledge of how our facilities operate would allow me to contribute meaningfully to commission discussions on facility improvements, programming adaptations, and long-term development planning.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

Creating equitable and inclusive parks and recreation services means addressing barriers that prevent full participation. Cost should never be one of them, which is why expanding scholarship programs and sliding-scale fees is so important. From my Rotary experience, I have seen how targeted assistance can open opportunities for families who might otherwise be left out.

Physical inclusion also requires more than ADA compliance. We need adaptive programming for people with disabilities, modifications for different learning styles, and staff training to support diverse needs. Facilities should also be designed with conversion potential so they can evolve alongside Dublin's changing demographics.

Cultural representation is equally vital. Our programming should reflect Dublin's diversity through multilingual communication, culturally relevant activities, and celebrations of varied traditions. The challenge, and the opportunity, is to bring these groups together in shared experiences rather than serving them in isolation.

Reaching underserved residents means being proactive. We should partner with schools, community organizations, and faith groups, and ensure registration systems are accessible online, by phone, and in person so technology is never a barrier. Geographic equity and transportation are equally important considerations. Programs must be distributed fairly across neighborhoods, with bike-friendly connections, safe storage, and trail linkages that encourage active access to parks.

At the same time, we should complement Dublin's larger community parks with smaller neighborhood-scale spaces that foster quiet reflection, casual encounters, and intergenerational connections amenities especially important for our aging yet active population. Regional collaboration with nearby cities can further expand options and make resources go farther.

Finally, my high-tech management background has taught me the value of data-driven decision-making. Building on the City's survey and Parks Master Plan, regular demographic analysis can help identify gaps and measure progress toward true inclusivity. The ultimate goal is that every Dublin resident feels welcome, represented, and able to participate in the recreational opportunities that make our city "The New American Backyard.".

Parks and Community Services Commission Application

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To browse past Agendas and Minutes for the Commission, visit the City's Online Records Portal.

Date Time *
9/11/2025

First Name *
Debbie

Last Name *
Wagner

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)
[redacted]

E-mail *
[redacted]

How long have you been a resident of Dublin? *
15 years

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
I would have to pull out the certificate, but I believe it was between 2011 and 2015

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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

I am very familiar with several of the ongoing and yearly events and programs offered in "The guide". I have attended the St. Patrick's festivals, Splatter, farmers market (and concerts), water aerobics at the Wave and a few activities at the senior center. I have enjoyed the emails from the City showcasing the public art around Dublin and the painted utility boxes, several which I have seen in person and enjoyed.

I love all the parks in Dublin, and I am so proud that Dublin has invested so much in our parks. During Covid, my goal was to go to each part listed in The Guide and walk 1 mile in the park, enjoying the unique features of each. Once things started opening up, I slacked on that goal so I do have a few more parks to visit.

How do you feel about user fees for recreation programs and park/facility reservations?

I believe in both a fee and a reservation (for certain features like community rooms, BBQ areas, courts, etc). With so many people, a fee helps weed out the people who if free would make a reservation and not show up. But we do pay for the facilities/parks through our taxes so I feel the fee should be reasonable so everyone who wants to use the facility has the opportunity.

I feel allowing residence to make a reservation is very important. Families need to be assured they have use of the facility when making arrangement for their event.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

As a retired, senior project manager (retired young after taking a retirement buyout), being in a leadership role means you listen to the team/community feedback and then make what you feel is the best decision based on the information at hand. You are never going to please everyone, so you just have to make what you feel is the best decision and move forward.

In my personal experience, (example building a new high density housing project), people might complain and protest at first (yup,, I've done this) and then once the project is completed, you realize it didn't make the impact you thought it would and life goes on. People don't like change, but it's part of life and you need to make decisions and move forward.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

I love parks, as an adult I still want to play on the playground equipment! Playground equipment today is so much more exciting than when I was a kid. I would hope to use my skills to be able to be part of creating/updating and maintaining our parks and trails. I would like to ensure that Dublin has nice variety of facilities so that no matter who you are or what your disabilities are, you can go outside and enjoy what Dublin has offer.

Why are you interested in serving on the Parks and Community Services Commission?

I love living in Dublin. I was raised in Pleasanton, moved to San Ramon when I was a sophomore in high school and my parents are still in that same house. I moved out of area for several years before moving back to the tri valley and purchasing my home in Dublin.

I just love Dublin, it has everything I need from stores, restaurants, medical facilities, public transportation, car dealerships for service and repairs and proximity to airports and professional sports teams. I'm at a point in life where I have more time and I would like to help my community. Everyone today is glued to their phone. I'm sure we have all heard time and time again how important it is for our mental health to go outside and be in nature. Unplug. I love parks and would like to be a part of the process to help create the best parks, facilities and events for Dublin.

In what organizations are you currently a member? Please list.

I recently joined the Friends of the Dublin library (FoDL) as one of the treasurers. I was a member of the FoDL pre-Covid and helped with the used book sales. I have recently rejoined when the treasurer position became available.

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

I have attended several events at the Shanon Community Center, Dublin Senior Center, the Wave, and Emerald Glen Park.

I volunteered at Kolb Park as a docent and helped at the fall festival.

I have attended a few events at the senior center

I took water aerobics at the Wave during Covid. I was so thankful to have an outdoor pool available to me during these times.

My mom was a member of the Mount Diablo Rose Society. The rose society had an agreement with the City that if the r they maintained the rose garden at Emerald Glen park they could use the community library room for their monthly meetings at no charge. My mom was one of the weekly volunteers who deadheaded the roses and did the fall pruning. I was never an official member of the rose society because I did not go to the monthly meetings, but I started joining my mom and the other women who went every Tuesday to Emerald Glen Park and helped prune the roses. I did this for close to two years along with the annual fall pruning. After I became a regular participant the lead person in charge of the trimming started recording my volunteer hours under my maiden name Debbie Barclay.

I was also a member of the landscape committee in my community for several years

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

One way Dublin can accomplish better equity and inclusion is to select committee members who have a diverse background so we can learn from each other. Dublin has a very diverse population with different interests. People who have friends/neighbors from different ethnic groups, or who have traveled and been exposed to different cultures, tend to have a better understanding and acceptance of cultural differences. It's important that we understand these differences and create a city that has something for everyone. Example examples would be cricket fields, not just baseball fields. Pickleball (a popular, senior activity), not just tennis courts.

Anyone that has been around people with disabilities or seniors with mobility issues realize the importance of creating parks and facilities that also meet the needs of people that might need a little extra help. I'm very proud to say that Dublin was the first Tri Valley city to create in all abilities park.

Parks and Community Services Commission Application

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The Parks and Community Services 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 *
9/5/2025

First Name *
Wilfredo

Last Name *
Yee

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)
[redacted]

E-mail *
[redacted]

How long have you been a resident of Dublin? *
21 years

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 knowledge do you have of the programs offered through the Parks and Community Services Department? Have you or a family member participated in a program sponsored by the Department?

I am a retired Law Enforcement Officer and a veteran of the United States Air Force. I have never participated in any programs by the Parks and Community Services Department.

How do you feel about user fees for recreation programs and park/facility reservations?

User fees are necessary for maintenance of programs and services.

How do you feel about making a decision for the overall good of the community but unpopular with neighbors, residents, or organizations?

Decision making requires common sense and rationale of purpose. If it's for the overall good of the whole community, then I go with that decision.

What is the most important contribution you can make as a member of the Parks and Community Services Commission?

My valuable time and voluntary services, with my knowledge and work experiences.

Why are you interested in serving on the Parks and Community Services Commission?

I am retired and is looking to keep myself active and busy. To get involved in the Dublin community.

In what organizations are you currently a member? Please list.

AARP, American Legion, Veterans of Foreign Wars, Federal Law Enforcement Organization Association, Knights of Columbus at St. Raymond's Parish.

What knowledge do you have of the City-owned community facilities in Dublin, such as the Dublin Senior Center, Shannon Community Center, or The Wave? Have you or a family member rented facilities with the City of Dublin?

My daughter was a Dublin High School alumnus and I used to bring her at the Dublin Senior Center to play the piano for them. As a Knight, I get involved in the various charitable programs for the Dublin community. The KOC may have rented facilities with the City of Dublin.

How can the City provide better equity and inclusion to all persons that use our parks, trails, and facilities, and access our programs?

By making accessibility more user friendly to the public. Technology and language barriers are the key components that hinders participation by the general public.

DUBLIN
CALIFORNIA

Planning Commission Application

The Planning Commission is an advisory body to the City Council The Planning Commission is made up of seven community members, including five Planning Commissioners who serve four-year terms, and two Alternate Planning Commissioners who serve two-year terms. The duties and powers of the Planning Commission are spelled out in Chapter 2.12 of the Dublin Municipal Code and include the power to perform duties in reference to Planning, Zoning, and land use, and to make recommendations, for City Council approval, of the following: A comprehensive, long term General Plan for the physical development of the City and land within the City's sphere of influence; Development plans which are consistent with the General Plan; and Regulations, programs, and ordinances as required for the systematic implementation of the General Plan. Rules for conducting Planning Commission Meetings have been established to provide a framework for running Planning Commission meetings, maintaining decorum, and ensuring opportunities for members of the public to address the Planning Commission. These rules have been adopted in accordance with the Dublin Municipal Code (Chapter 2.12.040.C).

The Planning Commission is required under state law 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.

Learn more about the Planning Commission

Date Time *
9/10/2025

First Name *
Margaret

Last Name *
Simuro

Address *
Street Address
[redacted]
Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94583

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
17

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
11 yrs ago

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 Planning Commission?

As both a business owner and resident of Dublin, I am deeply invested in the growth and well-being of our community. I believe I can bring meaningful value to the Planning Commission by drawing on my experience supporting our community and my commitment to fostering opportunities that benefit everyone.

I am dedicated to ensuring that Dublin continues to grow as a vibrant, inclusive, and sustainable place to live and work. Serving on the Planning Commission would allow me to actively contribute to shaping the city's future, while giving back to a community that has given so much to me. I want to contribute my time, experience, and perspective to help guide thoughtful development that supports our city's long-term success

What is your knowledge of and experience in Planning and Zoning?

My knowledge of Planning and Zoning comes primarily from my experience as a business owner working with local commissions to obtain approval for building changes and improvements that support both residents and businesses. I have navigated the process in San Ramon and Pleasanton, which has given me firsthand insight into how zoning and planning decisions directly affect business operations, community access, and long-term development goals.

On a more personal side, I have also engaged with the building permit process for construction changes to my own residence in Echo Park. This experience gave me a homeowner's perspective on how zoning and planning regulations shape not only commercial projects but also the way neighborhoods evolve, and how important it is for these processes to be accessible and transparent to residents.

In addition, I actively follow the planning goals and recommendations set forth by these cities to understand how future growth may impact existing businesses and the surrounding community. This combined professional and personal experience has helped me appreciate the balance that Planning and Zoning Commissions must maintain between supporting economic development, protecting community interests, and planning for sustainable growth.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

While I do not have formal training in urban design, architecture, or landscaping, I have a strong personal interest in these areas and have been exposed to them through both professional and personal experiences. In my role as Hospital & HR Director/President at Bishop Ranch Veterinary Center & Urgent Care and Amador Valley Veterinary Center, I have been involved in planning and overseeing projects that touch on building design, facility maintenance, and property improvements. This has given me practical exposure to how design and layout decisions affect functionality, accessibility, and the overall experience for clients, staff, and the community.

On a personal level, I have also managed property maintenance projects and developed an urban garden at my own residence. These experiences have deepened my appreciation for thoughtful design, green space, and landscaping as essential elements in creating vibrant, livable environments.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have had the opportunity to serve on and participate in a variety of boards, commissions, and task forces throughout my career. At Bishop Ranch Veterinary Center & Urgent Care, where I oversee a staff of 90 team members, I helped lead task forces during the COVID-19 pandemic to manage business operations and adapt to rapidly changing regulations. I have also participated in initiatives focused on Diversity, Equity, and Inclusion, as well as task forces addressing organizational growth and community support goals.

At Amador Valley Veterinary Center, LLC, I serve as Board President, where I manage and execute quarterly board meetings and oversee the development and implementation of board objectives.

Beyond my organizational leadership, I have also participated in workshops, local meetings, and community based initiatives within the veterinary and HR management fields. Additionally, I have worked with rescue groups and shelter initiatives, further strengthening my experience in collaborative, mission-driven environments.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I feel well prepared to make decisions that serve the greater good of the community, even when those decisions may not be popular with everyone. Throughout my 24 year career at Bishop Ranch Veterinary Center & Urgent Care, I have had to make difficult but necessary choices to support the continued growth of the business and ensure the best care for both patients and team members. These experiences taught me how to balance competing priorities, communicate openly, and stay focused on long-term goals rather than short-term approval.

One of the things I value most about living in Dublin is the diversity of families, perspectives, and goals within our community. I welcome the challenge of listening to different viewpoints, striving to understand concerns, and finding solutions that reflect fairness and inclusivity. While it is not always possible to satisfy every individual, I believe in making thoughtful, well-informed decisions that benefit the broader community and its future.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

I believe the City can better ensure that the viewpoints and perspectives of our diverse population are represented by creating multiple, accessible avenues for community feedback. It is important to collect input openly and in a variety of ways—public meetings, surveys, online platforms, neighborhood outreach, and small-group discussions—so that as many voices as possible are captured.

Decisions should be guided not only by the volume of feedback but also by the variety of perspectives represented, ensuring that different cultural, generational, and economic backgrounds are considered. In today's era of technology and increasingly diverse communities, the City has an opportunity to use both traditional and modern tools to engage residents and make participation easier and more inclusive. By doing so, we can strengthen trust and ensure that planning decisions reflect the needs of the entire community.

What is the most important contribution you can make as a member of the Planning Commission?

The most important contribution I can make as a member of the Planning Commission is to actively participate in and support the Commission's goals and processes while bringing a strong sense of resilience, care, and commitment to our community. I value the importance of examining issues from multiple perspectives and ensuring that diverse viewpoints are considered. My focus would always be on the bigger picture and the long term well being of the city, balancing growth with sustainability, and making thoughtful decisions that benefit the community as a whole.

Planning Commission Application

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Learn more about the Planning Commission

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9/18/2025

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How long have you been a resident of Dublin? *
2

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2025

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 Planning Commission?

I am passionate about contributing to Dublin's growth in a way that balances community values, sustainable development, and long-term livability. As a resident, I want to be actively involved in shaping the future of our city, ensuring that planning decisions reflect both the character of our neighborhoods and the evolving needs of our diverse population. Serving on the Planning Commission would allow me to combine my technical problem-solving skills with my desire to give back to the community.

What is your knowledge of and experience in Planning and Zoning?

While I do not have formal professional experience in city planning, I have closely followed local planning and zoning matters as part of my interest in Dublin's growth. I have researched zoning codes, setbacks, and design guidelines when considering home improvements and engaging with community projects. My professional background as a software engineer has also taught me how to analyze complex systems, weigh trade-offs, and make data-driven decisions — skills that transfer directly to reviewing planning and zoning issues.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I have personal experience in residential design and landscaping while planning and customizing my own home. This involved learning about site layouts, setbacks, materials, drainage, and outdoor design that enhances both aesthetics and functionality. I also study modern design principles and landscaping best practices to better understand how small-scale design decisions contribute to neighborhood character and citywide livability. While not a professional background, my experience gives me a practical appreciation for the considerations that homeowners and developers face.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have extensive experience working on cross-functional teams in my professional career. I regularly collaborate with diverse groups, balance competing priorities, and ensure that decisions are transparent, well-documented, and in the best interest of all stakeholders. I am also engaged with community discussions and local initiatives, and I am eager to translate my collaborative and consensus-building experience into public service.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe that decisions must be guided by the overall long-term benefit to the community, even if they are unpopular with a subset of neighbors. It is important to listen carefully to concerns, communicate transparently, and ensure that all voices are considered. However, planning requires balancing individual preferences with the city's broader goals for safety, sustainability, and equitable growth. I am comfortable making thoughtful, evidence-based decisions that prioritize the collective good while still respecting and acknowledging differing perspectives.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can expand outreach through multiple channels — community workshops, online surveys, translated materials, and neighborhood meetings at different times of day to accommodate various schedules. Partnering with cultural organizations, schools, and local community groups can help bring in voices that are often underrepresented. I believe it's also important to use plain, accessible language when presenting planning topics so that all residents, regardless of background, can meaningfully participate in the conversation.

What is the most important contribution you can make as a member of the Planning Commission?

My most important contribution would be bringing a balanced, analytical, and community-focused perspective to planning discussions. I approach problems by carefully weighing data, long-term impacts, and the lived experiences of residents. I would contribute my skills in evaluating complex information, communicating clearly, and collaborating across diverse viewpoints to help Dublin grow thoughtfully, sustainably, and inclusively.

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Learn more about the Planning Commission

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9/8/2025

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Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
5

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2023

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 Planning Commission?

Through my work with local education and community organizations, I've developed skills in collaboration, policy review, and long-term planning, which I believe would translate well to the Planning Commission's work.

What is your knowledge of and experience in Planning and Zoning?

While I don't have professional experience in planning and zoning, I've made an effort to familiarize myself with the basics. For example, I completed a Coursera course on solar energy codes, permitting, and zoning, which gave me insight into how zoning regulations directly affect sustainability and development. I understand that zoning is about how land can be used—residential, commercial, or mixed-use—and planning is about shaping long-term growth in a way that balances community needs, economic development, and environmental responsibility. Most importantly, I am eager to learn more and I bring strong skills in reviewing policies, listening to stakeholders, and making thoughtful decisions, which I believe are just as critical for this role.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I don't have direct experience in urban design, architecture, or landscaping, but I do have experience working on community-focused boards and committees where we evaluated projects and their impact on families and residents. That has given me an appreciation for how design choices affect quality of life, accessibility, and community character. I also make a point to learn on my own. For example, I completed a Coursera course on solar energy codes, permitting, and zoning, which exposed me to how planning decisions connect with sustainability. I believe my perspective as a community member, combined with my ability to review policies carefully and listen to diverse stakeholders, would allow me to contribute meaningfully while I continue to learn more about the technical aspects from staff and experts.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

Yes, I have extensive experience serving on boards, commissions, and task forces. Currently, I serve on the Dublin Education Alliance Board, the Averroes High School Board, and the MCC Board. I am also President of the Muslim Democrats and Friends and Vice Chair of the Alameda County Progressive Democrats. In addition, I was the chair the Citizens' Bond Oversight Committee and previously served on the Dublin Education Alliance Task Force and the Dublin Police Chief's Advisory Panel. I have also held leadership positions in parent faculty clubs at local schools, serving as both President and Vice President.

Through these roles, I have developed experience in governance, policy review, stakeholder engagement, and collaborative decision-making, all of which I believe would allow me to contribute effectively to the Planning Commission.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe it's important to listen carefully to neighbors' concerns and take them into account, because those voices matter and often highlight issues that need attention. At the same time, I recognize that decisions on the Planning Commission must ultimately serve the broader community and the city's long-term goals. If I were faced with a situation where the best decision for Dublin might not be the most popular one with nearby residents, I would make the decision transparently, explain the reasoning behind it, and ensure that community members feel heard, even if the outcome is not exactly what they hoped for. My focus would always be on fairness, balance, and the long-term well-being of the city as a whole.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The city can ensure diverse viewpoints are represented in planning by creating multiple, accessible opportunities for community input. Surveys are a powerful tool because they allow residents to share feedback at their own pace, and when distributed both online and in print, they can reach a broader population—including those who might not attend meetings in person. Town halls are equally important because they provide a space for dialogue, where residents can voice concerns, ask questions, and feel heard directly by decision-makers. To be most effective, both surveys and town halls should be publicized widely, offered at different times and in multiple languages, and designed to actively encourage participation from underrepresented groups. Combining these approaches helps ensure planning decisions reflect the perspectives of the entire community, not just a few voices.

What is the most important contribution you can make as a member of the Planning Commission?

I believe the most important contribution I can make on the Planning Commission is bringing a strong network and a resourceful approach to problem solving. Through my service on local boards and community organizations, I have built relationships across Dublin's schools, nonprofits, faith communities, and civic groups. This gives me insight into diverse community perspectives and allows me to serve as a bridge between residents and city government. I am also very resourceful in seeking out information, asking the right questions, and connecting stakeholders with solutions. By combining these strengths with a commitment to thoughtful decision-making, I can help ensure the Commission's work reflects both the city's long-term goals and the needs of the people who live here.

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Learn more about the Planning Commission

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9/16/2025

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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? *

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- ○ Yes
- ◉ No

Application Questions

Why are you interested in serving on the Planning Commission?

To me, city planning is about thoughtfully guiding Dublin's growth through housing, economic development, and infrastructure improvements while ensuring that residents enjoy a high quality of life. Having lived in Dublin for over 20 years, I have witnessed the city's transformation into a thriving, diverse community, which has inspired me to contribute to shaping its future. I want to help ensure that this growth happens in a balanced and professional way, with decisions grounded in the input of all stakeholders. My goal is to see Dublin continue to thrive economically and socially while preserving the character and spirit that residents have grown to appreciate.

What is your knowledge of and experience in Planning and Zoning?

Through my role as Community Outreach Manager for Congressman Eric Swalwell, I have gained meaningful exposure to planning and zoning by engaging with community leaders, city staff, developers, businesses, and residents on projects in Dublin. I have participated in conversations at different stages of the process, from early discussions about potential development to navigating permitting challenges and addressing concerns once projects move forward. In addition, I work closely with the Congressman on initiatives related to economic growth and development within Dublin, which has allowed me to collaborate with a wide range of community members and understand the factors that contribute to a thriving local economy. I believe these experiences provide me with valuable insight into stakeholder perspectives and city priorities, which I can bring to the Planning Commission to support thoughtful decision-making and enhance its initiatives.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

While I do not have direct experience in urban design, architecture, or landscaping, living in Dublin for over two decades has given me extensive exposure to community perspectives on development projects. I have observed many proposals, some of which generated strong reactions from residents or were modified based on feedback, and I have listened to the wide range of opinions and concerns that emerge. This experience has allowed me to understand how planning decisions affect neighborhoods, businesses, and the city as a whole, and has prepared me to thoughtfully consider both the impacts of proposed projects and the viewpoints of the community when evaluating development proposals.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I currently serve on the Innovation Tri Valley Housing, Infrastructure, and Transportation Committee, where I collaborate with regional leaders to address challenges and opportunities in housing, transportation, and related infrastructure projects. I also serve on the Dublin Chamber of Commerce Economic Development Committee, working with local businesses and city staff to support sustainable growth and economic vitality within the city. These experiences have provided me with hands-on exposure to decision-making processes, committee collaboration, and community-focused initiatives, and have prepared me to contribute thoughtfully and effectively as a member of the Planning Commission.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

When making decisions that benefit the community but may be unpopular with some residents, I believe it is important to listen carefully to all perspectives and take those concerns into account. Even when a project benefits the city as a whole, the opinions of neighbors who are affected are equally valuable and deserve to be heard and considered. I would approach these situations by evaluating concerns, exploring alternatives if necessary, and ensuring that decisions are made in a transparent, fair, and balanced way. Once a decision is reached, I would also make an effort to explain the process and reasoning to residents so they understand how the Commission arrived at its conclusion.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

One way the City can better ensure diverse perspectives are represented in planning decisions is by engaging more with younger stakeholders. Having grown up in Dublin and interacted with many young residents, I have often heard that their voices and perspectives are not always considered in local decision-making. This demographic represents a significant portion of the population and will shape the future of the city, from workforce development to economic growth. By actively including youth input through outreach programs, public forums, and surveys, the City can make more informed decisions that reflect the needs and aspirations of all residents, ensuring that planning initiatives are inclusive and forward-looking.

What is the most important contribution you can make as a member of the Planning Commission?

As a lifelong resident of Dublin and through my work with Congressman Swalwell, who represents the city at the federal level, I bring a unique perspective to the Planning Commission. I understand both the processes involved in planning, zoning, and approvals, as well as the viewpoints of younger residents who will shape the future of the city. Having witnessed Dublin's transition from its earlier days to its current growth, including the evolution of businesses and neighborhoods, I am well-positioned to bridge the perspectives of long-time residents with those of newer and younger community members. I believe my insight and experience can help the Commission make thoughtful decisions that improve the quality of life and support sustainable, balanced growth for the city.

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Learn more about the Planning Commission

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9/16/2025

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Phone (Secondary)
[redacted]

E-mail *
[redacted]

How long have you been a resident of Dublin? *
5 years

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2020

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 Planning Commission?

I love Dublin, and my family and friends deeply share that sentiment. Dublin's vision to be a great community to live, work, and raise a family has been true to heart for us, and we cherish being part of Dublin's story. My interest in serving on the Planning Commission stems from a profound desire to be helpful, and to serve alongside other residents, members, and city staff in advising the city on the long-term General Plan for Dublin, ensuring it continues to be a special place for families.

My extensive professional background as a business strategy and transformation leader has equipped me with a strong foundation in strategic planning, vision formulation, and the implementation of complex initiatives, that includes capital planning, physical space development, and long term infrastructure decisions. I believe my background and experience are directly transferable and can be helpful to the planning commissions work and contribute to a comprehensive, long-term General Plan for the physical development of our City.

What is your knowledge of and experience in Planning and Zoning?

My knowledge and experience in Planning and Zoning, while primarily cultivated through extensive leadership in corporate operations, are directly applicable and helpful to the work of the commission. I have a proven track record of developing long term visions, implementing complex policies, developing infrastructure and capital plans, and managing physical resources, which are core functions of planning and zoning.

Specifically:
Direct Facilities and Real Estate Experience: I have practical experience in the physical planning domain through setting up new corporate offices around the world, which involved commercial real estate negotiation, facilities planning, and operations. This gave me first hand exposure to decisions regarding land use, spatial organization, and the operational requirements of physical infrastructure within a defined area. Part of this experience is doing analysis on the sites we choose, to ensure they have appropriate land use, municipal services, and are great places for us to build long term workforce for our teams to live and work.

Strategic Planning and Long-Term Visioning: My career has consistently involved capital strategy formulation, business planning, and leading the development and implementation of initiatives that improve the strategic direction of large, global organizations. This directly parallels the Planning Commission's responsibility to develop a comprehensive, long-term General Plan for the physical development of the City and the land within its sphere of influence. My experience in defining vision, strategy, operating models, and policy across 70+ countries demonstrates my ability to craft and execute long-term strategic frameworks.

Complex Program Management and Policy Implementation: As a Project Management Professional (PMP) Certified leader with a proven track record leading global, complex, multi-dimensional transformation programs, I have extensive experience in the systematic implementation of plans. This includes defining policies and managing their application across multiple jurisdictions and complex scenarios. My work in leading global HR process ownership strategy aimed at significant improvement to operational efficiency, effectiveness and risk reduction by deploying standardization directly relates to developing clear, effective, and standardized zoning regulations and land use policies.

Operational Excellence and Efficiency: I have driven initiatives to improve operational efficiency, reduce costs, and increase effectiveness through process improvement and standardization. This expertise is crucial for ensuring that planning decisions lead to efficient development outcomes and that regulations are practical and minimize unnecessary burdens.

Financial Acumen and Resource Management: My experience managing a global cybersecurity operating and capital budget in the billions of dollars for a global brand, including billion dollar capital investment programs provides a strong foundation in fiscal responsibility. This understanding of financial implications and resource allocation is vital when evaluating development plans and making recommendations that impact the city's budget and infrastructure.

While my background is rooted in the corporate sector, the underlying principles of strategic foresight, policy development, project execution, and resource optimization are universally applicable. I am confident in my ability to leverage these skills to contribute effectively to the Dublin Planning Commission's duties related to Planning, Zoning, and land use.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

While I do not have direct professional experience in the specialized fields of urban design, architecture, or landscaping, my career has provided me with highly relevant experience in facilities planning, commercial real estate, and the strategic development of physical spaces that closely align with the underlying principles of these disciplines.
Specifically, my experience includes:

Corporate Office Setup and Facilities Planning: Early in my career, I was responsible for setting up a new corporate office, which involved crucial decisions in commercial real estate negotiation, facilities planning, and operations. This directly engaged me in understanding how physical spaces are designed and organized to meet functional and aesthetic needs within a built environment. It required considering spatial layouts, infrastructure requirements, and how the physical space would support the organization's goals, which are foundational aspects of architecture and urban design at a micro-level.

Some examples of work I've led or been involved:

Led the launch of Google's Safety Engineering Centers in
Hyderabad, India
https://www.thehindu.com/news/cities/Hyderabad/google-safety-engineering-centre-india-inaugurated-in-hyderabad/article69708279.ece

Sao, Paulo, Brazil
https://blog.google/around-the-globe/google-latin-america/renewing-our-commitment-to-brazil/

Pearson Education - Helped Pearson open (and close) global offices, including in Hoboken, a startup in Champaign, IL, and many more.
Led the project to shift Pearson NY/NJ offices to Hoboken, NJ
https://www.nj.com/hudson/2015/01/pearson_gearing_up_to_move_into_hoboken_office.html

Led the opening of a new scoring center in Illinois
https://www.news-gazette.com/news/two-test-scoring-companies-hiring/article_dc894b02-4012-5ad1-a9bc-0942f0655ce1.html

Beyond this direct experience, my broader professional background demonstrates transferable skills essential for evaluating projects that involve urban design, architecture, and landscaping:
• Strategic Vision and Development: My roles have consistently involved infrastructure and capital strategy formulation, business planning, and leading the development and implementation of initiatives that improve strategic direction, which parallels the strategic thinking required for comprehensive urban planning and design.
• Complex Project Management and Implementation: As a Project Management Professional (PMP) Certified leader with a track record of leading global, complex, multi-dimensional transformation programs, I have extensive experience in bringing large-scale plans to fruition. This involves understanding scope, budget, timelines, and stakeholder needs for major projects, including those with significant physical components.
• Operational Excellence and Standardization: I have led initiatives to achieve significant improvement to operational efficiency, effectiveness and risk reduction by deploying standardization. This involves designing processes and solutions that are functional and sustainable, a critical consideration in ensuring that architectural and urban design elements are practical and serve the community effectively.
While my focus has been on organizational and operational transformations, the principles of planning, spatial organization, resource allocation, and aesthetic consideration I've applied are highly pertinent to understanding and contributing to discussions involving urban design, architecture, and landscaping within the Planning Commission.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I've served on a number of service and community based boards and committees, and have held employment in places that have the same goals.
From my early high school years, I served as an honorary student member of the Chicago Board of Education (resolution), which helped me learn early on about the key role city boards play.
In Chicago, I led the Mayor's taskforce on Service Learning, and implemented a city wide high school service learning program.
In Bergen County, NJ, I served on the HOA for my condo association for several years.
In Champaign, IL I worked for the Champaign Public Schools, and led the city's School Aged Child Care programs across the city.
In Urbana, I worked for the Boys and Girls Club of America, and led programming across three facilities across Champaign, IL, Urbana, IL, and Rantoul, IL.
In Minnesota, I served as an Executive member of the Boy Scouts of America, and led planning and services for community programs.

Also, here are some highlights for my time as a city employee in Chicago.
- Program Coordinator- Office of the Board/High School Development/Mayor where I designed, developed, implemented city-wide Service Learning Program for Chicago Public High Schools, developed Student Internship Program and provided over 1,700 real service learning hours, and developed partnerships with government agencies, Mayor's Office, and corporations.
- Project Manager- Department of Law where I designed, developed, and implemented a multi-department case records tracking database

system.
- Project Manager- Office of the Board where I designed, developed, and implemented a system-wide purchasing database and information system

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

My roles in business leadership, especially human resources, and driving transformational change, has given me a tremendous amount of experience in making and implementing decisions that are good for the organization, but unpopular for some. Ultimately, doing this requires a commitment to the long-term vision and comprehensive well-being of Dublin. As a member of the Planning Commission, my approach would be firmly rooted in the principles of strategic planning, data-driven decision-making, and objective policy implementation, drawing upon my extensive professional experience.

My background has instilled in me the necessity of prioritizing an overarching, strategic vision over short-term or localized pressures. Decisions, especially in planning, must always aim to fulfill this broader, long-term vision for the entire community, especially, long term, expensive capital and infrastructure decisions.

In my professional roles, I rely on the critical importance of objective data, established criteria, and thorough analysis when making complex decisions. While acknowledging and respecting neighborhood concerns, decisions must ultimately be based on what the facts and the General Plan indicate is best for the collective good, rather than on subjective sentiment alone.

I also have a proven track record leading global, complex, multi-dimensional, and cross functional transformation programs that involve building community and stakeholder support around strategic initiatives. These experiences have prepared me to understand that not all decisions will have universal support, and effective leadership often involves making tough choices that may be unpopular with certain groups but are necessary for the greater benefit and adherence to established frameworks.

While I would always listen attentively to all neighbors' concerns and strive to understand their perspectives, my commitment as a Planning Commissioner would be to make recommendations that uphold the Dublin General Plan and serve the overall, long term health and prosperity of the entire community, even when such decisions might face opposition from a vocal minority.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Listening and talking. I strongly believe that for the City to effectively make decisions about city planning, it is imperative to proactively hold space for conversations, thoroughly explain proposals, and genuinely take all segments of our diverse population along in the decision-making process. This commitment ensures that diverse viewpoints and perspectives are not just heard, but truly represented and integrated into the fabric of Dublin's future.

To achieve this, the City can continue to build on its strategies for broad stakeholder engagement and strategic communication (that have been central to my professional experience). Some ideas, which may already be in the works in Dublin, as I do participate in some, and Dublin already has some great engagement, and use of social media. But for some ideas...

Proactive and Targeted Outreach: Instead of relying solely on traditional public meetings, the City should actively seek out diverse groups where they are, through partnerships with community organizations, cultural centers, places of worship, and local businesses. This means conducting forums and workshops in various neighborhoods and at times convenient for working families, and ensuring multi-lingual support where needed. My experience leading efforts around the world required understanding and engaging incredibly diverse stakeholder groups, adapting approaches to different cultural and operational contexts.

Accessible and Transparent Communication: It is crucial to translate complex planning jargon into clear, digestible information. This involves utilizing diverse communication channels – not just website postings, but also social media, community newsletters, and visual aids – to explain and take people along. Dublin does a great job today participating in social media.

Empowering Diverse Voices and Feedback Loops: Creating structured opportunities for direct input, such as smaller focus groups for specific projects or online platforms where ideas can be submitted and discussed, can empower underrepresented voices and capture diverse input and integrate it into strategic outcomes.

Measuring the effectiveness of our engagement efforts. This can help identify gaps in representation and tailor future engagement strategies.

Also, continuously striving for diversity on the Planning Commission itself and other advisory bodies is fundamental. A commission that reflects the community's diversity in terms of age, ethnicity, socio-economic background, and professional experience can bring a broader range of perspectives to the planning process from the outset.

My career has been anchored in stakeholder engagement and building support around complex initiatives. This involved defining vision and strategy, and implementing complex changes, all while bringing along diverse stakeholders globally. I understand that true progress comes

from thoughtful engagement, clear communication, and a systematic approach to ensuring all voices contribute to a shared vision. Applying this commitment and experience to help our city planning will help Dublin maintain its identity as a great community to live, work, and raise a family for everyone.

What is the most important contribution you can make as a member of the Planning Commission?

My most important contribution as a member of the Planning Commission would be to leverage my background and experience to help ensure Dublin's comprehensive, long-term General Plan is robust, visionary, and meets the long term needs of our city, and our residents. I want to helpful as a partner, and be a voice for our future and help build stronger relationships across our communities so, every Dublin resident can continue to live and work in a city with a strong vision, and one that we can be proud of.

Planning Commission Application

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Learn more about the Planning Commission

Date Time *
9/26/2025

First Name *
Jeffrey

Last Name *
Joh

Address *
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[redacted]
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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? *
1

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 Planning Commission?

I'm interested in serving on the Planning Commission because I care about the future growth and development of Dublin and the Bay Area. I grew up in the East Bay and have seen it change a lot over the years. I'd like to see Dublin transition from a commuter suburb into more of a destination — a place where young people want to spend time and where longtime residents still feel at home.

I want to bring my experience in to help make sure the city grows in a way that's aligned with the long-term needs of the community. At the same time, I also want to learn more about the civic process and engage more deeply with residents, businesses, and government. My family has lived in Dublin for nearly 20 years, and this is my way of giving back to the place that has been home for so long.

What is your knowledge of and experience in Planning and Zoning?

I took an undergraduate class at UC Berkeley in Urban Planning.

I served on the City of Berkeley Transportation Commission, where I reviewed and recommended policies related to transportation planning, road safety, and neighborhood traffic management. We engaged in depth with local residents, businesses, and non profits to understand their transportation needs.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

Yes as Vice President of the Berkeley Student Cooperative, I oversaw long-term capital improvements across 21 properties serving 1,700 residents. I secured funding and contracts for earthquake retrofits, energy upgrades, and general refurbishment projects. I also advocated with city government for policies that supported student housing.

More recently, I served on the board of an early-stage startup focused on modular container hotels. We launched a pilot site with ten units, which gave me experience in project permitting and stakeholder engagement. This project is now defunct.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

City of Berkeley Transportation Commission I worked on traffic calming and infrastructure (bikes, buses, and parking). We engaged frequently with the community through regular committee meetings.

Homeowners Association - I represented my parents as homeowners in San Ramon.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

There is no one size fits all policy. I believe the community and the neighbors are inseparable. The neighbors *are* the community.

I recognize that planning decisions involve trade-offs, and it is impossible to make every stakeholder fully satisfied. I make decisions guided by data, conversations with community, and the city's goals.

For example, during my time on the Berkeley Transportation Commission, residents of a neighborhood wanted several new stop signs, while the commission was concerned that would slow down a major commuter route. We compromised by lowering the speed limit and installing a single stop sign. In several cases, we had to weigh neighborhood parking preferences against citywide goals for expanding bike lanes.

Ultimately, I seek win-win outcomes wherever possible. Commissioners do need to both serve as representatives of the community and steward the long-term public interest.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can go beyond traditional public hearings. We could include hold meetings at varied times to reach people with different schedules, use online surveys to reach residents who cannot attend in person, and partner with local groups to engage their community.

What is the most important contribution you can make as a member of the Planning Commission?

My most important contribution is bringing both a local and global perspective to planning decisions.

I grew up in San Ramon where my parents have lived for nearly 30 years. My grandparents, aunt, and several uncles have lived in Dublin for nearly 20 years, and I am now living with my grandmother in Dublin.

In between, I lived across Europe for nearly a decade, and as a digital nomad traveling full-time for several years. This gave me exposure to many different models of urban planning, housing, and community design.

I hope to use this background to help Dublin balance growth with livability, ensuring the city remains a great place for families like my grandparents who have lived here for decades as well as for younger residents like me with different needs.

Planning Commission Application

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Learn more about the Planning Commission

Date Time *
9/17/2025

First Name *
Shubha

Last Name *
Kandukoori

Address *
Street Address
[redacted]
Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
US

Phone (Primary) *
[redacted]

Phone (Secondary)
[redacted]

E-mail *
[redacted]

How long have you been a resident of Dublin? *
8 Years

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 Planning Commission?

I am interested in serving on the Planning Commission because I want to contribute to shaping Dublin's growth in a way that balances economic development, community needs, and long-term sustainability.

Dublin has been expanding rapidly, and I believe thoughtful planning is essential to ensure that housing, infrastructure, parks, and businesses develop in ways that enhance quality of life for residents.

What is your knowledge of and experience in Planning and Zoning?

I have developed a strong understanding of the principles through my professional work and community involvement. I am familiar with how planning and zoning decisions impact housing, transportation, business development, and the overall quality of life in a community.

I understand that zoning regulations are critical for balancing land use, ensuring public safety, supporting economic growth, and maintaining the character of neighborhoods. I have followed Dublin's growth over the years and observed how zoning decisions—such as residential density, mixed-use developments, and preservation of open space—have shaped our city's identity.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I have a strong appreciation for how these disciplines shape the character and livability of a community. Through my experience, I have gained experience in analyzing and evaluating data, and considering long-term impacts—skills that are highly relevant when reviewing design and development proposals.

I also bring a resident's perspective on the importance of thoughtful design: how buildings fit within neighborhoods, how landscaping contributes to safety and community appeal, and how public spaces can be designed to encourage inclusivity and accessibility. My focus would be on asking the right questions, ensuring that projects align with Dublin's General Plan and community values, and supporting development that balances growth with quality of life.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have not previously served on a formal city board, commission, or task force, but I do have experience working in collaborative group settings where decision-making, problem-solving, and balancing diverse viewpoints were essential.

In the roles I worked on, I have often been part of teams that required reviewing complex information, developing recommendations, and ensuring that the outcomes aligned with broader organizational goals.

While I may not have direct commission experience, I bring transferable skills such as careful listening, thoughtful analysis, and a commitment to fairness and transparency. I see this opportunity as a chance to apply those skills in service to the City of Dublin and gain valuable experience contributing to civic decision-making.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe one of the most important responsibilities of serving on the Planning Commission is to look at the bigger picture and make decisions that benefit the entire community, even if they may be unpopular with some individuals. While it is essential to listen carefully to the concerns of neighbors and residents, decisions should be guided by the city's General Plan, long-term goals, and the overall well-being of Dublin.

Unpopular decisions are often the most challenging, but they can also be the most necessary when it comes to issues like housing, infrastructure, and balanced growth. I would approach these situations with transparency, clear communication, and respect for differing viewpoints, while keeping in mind that my duty as a commissioner is to represent the broader interests of the city and future generations.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can better ensure that the viewpoints and perspectives of our diverse population are represented by creating more opportunities for outreach and engagement beyond traditional public hearings. This could include community workshops, surveys in multiple languages, partnerships with cultural and neighborhood organizations, and actively reaching out to groups who may not typically participate in city planning discussions.

It is also important to make the process more accessible, by offering meetings at different times, providing child care options, and using digital platforms for those who cannot attend in person. By proactively seeking out voices that are often underrepresented, the City can make more balanced and inclusive decisions that reflect the needs and aspirations of all Dublin residents.

What is the most important contribution you can make as a member of the Planning Commission?

The most important contribution I can make as a member of the Planning Commission is bringing a balanced, analytical, and community-focused perspective to every decision. I would focus on ensuring that projects align with Dublin's long-term vision while also addressing the practical needs of residents today. My strength lies in asking thoughtful questions, weighing both short-term impacts and long-term consequences, and making decisions that support responsible growth, equity, and sustainability.

In addition, I would work to make the planning process more transparent and accessible, helping residents feel that their voices are heard and considered. By combining careful analysis with a genuine commitment to community values, I can contribute to shaping a Dublin that continues to thrive for current and future generations.

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Learn more about the Planning Commission

Date Time *
9/10/2025

First Name *
Sachin

Last Name *
Khatter

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

Why are you interested in serving on the Planning Commission?

I am interested in serving on the Planning Commission because I am passionate about shaping Dublin's future in a way that balances growth, sustainability, and community well-being. Through my involvement with local non profit organizations, I have worked to promote cultural diversity, support small businesses, and build meaningful community connections. This experience has strengthened my belief that thoughtful planning can create inclusive spaces where residents, families, and businesses can thrive together.

As Dublin continues to grow, I want to contribute my perspective in ensuring that development decisions reflect both our current needs and long term vision. I am particularly interested in how planning can expand housing opportunities, improve transportation, support local businesses, and preserve open spaces. Serving on the Planning Commission would give me the opportunity to collaborate with City staff, fellow commissioners, and residents to help guide Dublin's future while maintaining the strong sense of community that makes our city special.

What is your knowledge of and experience in Planning and Zoning?

While I am not a professional planner, I have developed a strong understanding of planning and zoning through my community involvement and interest in how Dublin is growing. I understand that zoning guides how land is used—such as balancing housing, commercial development, and open space—while planning ensures that growth aligns with the City's long-term vision.

In Dublin, I have followed key initiatives such as the Downtown Dublin Specific Plan, the City's work to expand housing opportunities near transit, and the preservation of parks and open space that make our community unique. I have also seen how planning decisions affect small businesses, cultural activities, and neighborhood livability. Through my nonprofit and community work, I have engaged with residents and business owners who care deeply about these issues, and I value how inclusive planning can help address housing needs, support local businesses, and maintain quality of life.

My perspective as a community member, combined with my commitment to collaboration and learning, would allow me to contribute thoughtfully to the Planning Commission's work as Dublin continues to grow.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I do not have formal professional experience in urban design, architecture, or landscaping. However, I have been closely involved in community projects and events that rely on the thoughtful use of public spaces. Through my nonprofit and volunteer work in Dublin, I have collaborated on cultural and recreational events where the layout, accessibility, and functionality of community spaces were central to creating a welcoming environment.

Additionally, I have a strong interest in how urban design and landscaping contribute to the character of a city. I regularly follow Dublin's efforts to design people-friendly spaces such as the Downtown Dublin development, improvements to community centers, and investments in parks and trails. While I may not be a practitioner, I bring a community-focused perspective and an understanding of how design impacts usability, accessibility, and quality of life. I am eager to learn from City staff and fellow commissioners while contributing my insights as a resident and community advocate.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I currently serve as a Board Member of the Silicon Valley Asian Association, a nonprofit focused on promoting cultural diversity, supporting small businesses, and providing professional mentorship. In this role, I help guide organizational strategy, oversee community programs, and collaborate with local leaders to strengthen engagement across the Tri-Valley area.

In addition, I am an active volunteer and key member of a nonprofit sports academy, where I contribute to program planning, youth engagement, and community partnerships. I also serve on the Board of Advisors for several for profit companies, providing input on business growth, community outreach, and strategic development.

These experiences have given me a strong foundation in governance, collaboration, and decision-making, as well as an understanding of how

to balance organizational goals with community needs. I believe this background would allow me to contribute effectively as a member of the Planning Commission.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe that serving on the Planning Commission requires looking at the bigger picture and making decisions that support the long term well being of the entire community, even if those decisions are not immediately popular with some neighbors. I would approach these situations with empathy and respect by listening to concerns, ensuring transparency in the decision-making process, and clearly communicating the reasoning behind the final decision.

While it can be difficult when some disagree, I feel it is important to balance individual interests with what best serves Dublin as a whole—whether that means supporting housing opportunities, sustainable growth, or community amenities. My goal would always be to ensure that all voices are heard, but that the Commission's decisions reflect fairness, inclusivity, and the City's long-term vision.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can better ensure diverse perspectives are represented by creating more accessible opportunities for engagement and making participation welcoming to all residents. This could include hosting community workshops at different times and locations, offering translation and interpretation services, and using digital platforms and surveys to reach those who may not attend in-person meetings. Partnering with local cultural, faith-based, and nonprofit organizations can also help build trust and expand outreach to communities that may otherwise feel underrepresented.

As someone actively involved in community organizations that promote cultural diversity and small business support, I believe that inclusive outreach not only strengthens representation but also leads to better long-term planning decisions that truly reflect Dublin's identity as a vibrant, multicultural city.

What is the most important contribution you can make as a member of the Planning Commission?

The most important contribution I can make is bringing a community-focused perspective that balances growth with inclusivity and quality of life. My experience working with diverse cultural groups, supporting small businesses, and engaging residents through nonprofit and community initiatives gives me insight into how planning decisions affect people's daily lives. I would contribute by asking thoughtful questions, ensuring diverse voices are considered, and helping guide decisions that support sustainable growth while preserving what makes Dublin a vibrant and welcoming city.

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Learn more about the Planning Commission

Date Time *
9/22/2025

First Name *
Taylor

Last Name *
Kim

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Dublin

State/Province/Region
CA

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Country
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Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
12

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 Planning Commission?

I'm interested in serving on the Planning Commission because it gives me the opportunity to make a positive impact on my community by helping shape decisions about neighborhoods, housing, transportation, and public spaces. I'm passionate about urban design and development, and this role would allow me to apply my knowledge in a meaningful way, ensuring that growth happens thoughtfully and strategically. I've been a resident of Dublin since 2013 and I feel a personal investment in my City's future and want to help guide its development in a way that benefits my fellow residents. Additionally, being on the commission would give me the chance to influence local policies and decisions, making sure they align with the City's vision for sustainability, equity, and long term community well being.

What is your knowledge of and experience in Planning and Zoning?

I have an educational background and experience in architecture and planning that has established the foundation of my theoretical and technical understanding of planning and zoning. In my 16 years of architectural and consulting experience I have been involved with all phases of development and have a solid grasp of the development process which has enabled me to navigate the political and procedural side of planning to effectively execute real world projects. Additionally, I have gained experience in community engagement and the importance of involving the general public in new developments to gain greater acceptance of change.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I have been a practicing architect, planner, and parking consultant for the past 16 years. I lead and manage architectural and parking consulting projects with a focus on client relationships, technical design, and financial success. I'm deeply involved in business development—preparing proposals, negotiating fees, and maintaining strong client connections to secure repeat work. My technical expertise spans master planning, parking design, and completing projects from concept through construction. I also handle construction administration, mentor junior staff, and continuously pursue professional development to stay current and bring added value to each project.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

As a member of the Parking Consultants Council (PCC), I collaborate with industry peers to advance best practices in the planning, design, and operation of parking facilities. I contribute my expertise to developing technical guidelines and resources that support the broader parking and mobility industry. My role involves staying current on design standards, regulatory changes, and emerging technologies, while also sharing insights through publications, presentations, and peer discussions. My major task has been contributing to the upcoming edition of Dimensions of Parking, 6th edition and National Parking Association's position paper on Parking Minimums. By participating in the PCC, I help shape the future of parking consulting and support the profession's continued growth and credibility. I am currently on the slate of nominees to serve as an Officer for the upcoming leadership board.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe that making decisions for the greater good of the community is a critical part of responsible leadership, even when those decisions may not be popular with everyone. I take the concerns of all stakeholders seriously and strive to engage openly and respectfully with those who may disagree. But ultimately, I'm guided by long-term impact, equity, sustainability, and overall community benefit. If the decision aligns with those values and has been made through a transparent, inclusive process, I'm comfortable standing behind it—even if it's initially unpopular. Often, thoughtful communication and follow-through can help build trust and understanding over time.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Ensuring that the voices of our diverse population are meaningfully represented in city planning requires a proactive, inclusive approach to community engagement. This means going beyond traditional public meetings and actively reaching out to underrepresented communities—through partnerships with local organizations, multilingual materials, culturally responsive outreach strategies, and events held at accessible times and locations. It's also important to create spaces where residents feel safe, heard, and respected, particularly those who may have been historically excluded from decision-making processes. Additionally, collecting and analyzing demographic data on public participation can help identify whose voices are missing and guide more targeted engagement efforts. Ultimately, diverse perspectives lead to more equitable, thoughtful, and resilient planning decisions that better reflect the needs of our entire community.

What is the most important contribution you can make as a member of the Planning Commission?

As a Planning Commission member, the most important contribution I can make is to serve as a thoughtful, impartial steward of the community's long term vision. My role is to help ensure that development decisions balance growth with equity, sustainability, and livability. I bring a commitment to listening carefully to diverse perspectives, asking the right questions, and applying sound planning principles to guide outcomes that benefit both current residents and future generations. By fostering transparency, encouraging meaningful public participation, and staying grounded in the values of the community, I aim to help shape a city that is resilient, inclusive, and well-planned.

Planning Commission Application

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Learn more about the Planning Commission

Date Time *
9/18/2025

First Name *
Sridhar

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Komandur

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Street Address
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State/Province/Region
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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? *

If yes, what year?
2024 (part of program)

- [x] Yes
- [ ] No

Are you a Lobbyist? *

Measure JJ, the Government Accountability Act, approved by the voters in November 2024 prohibits commissioners from being lobbyists.

- [ ] Yes
- [x] No

Application Questions

Why are you interested in serving on the Planning Commission?

I moved to Dublin from Northshore, Chicago 4 years back and love the city. I am impressed with what the City is doing and want to do my small bit as a Dublin home owner and resident although I have not been in a similar role ever.

What is your knowledge of and experience in Planning and Zoning?

I do not have because I never had the opportunity to work in a city governance system. I am a retired Corporate Executive with over four decades of Senior Global Leadership positions in 2 top MNC's-Unilever & SC Johnson. I have lived and worked in Asia (India & China), Europe and U.S. Since I did several varied global roles during my career, both strategic & Execution e.g. Marketing, Driving Innovation, Sales, Mergers& Acquisitions, Integration of acquired companies globally, Global Organization restructuring etc, I believe I have high cognitive agility & that these experiences will have some application to come up with ideas to solve some city governance related issues. Above all, common sense and empathetic solutions work better when it comes to a Community.

The Leadership traits (Integrity, Authenticity, Analytical skills, Curiosity, Growth Mindset, Courageous Communication, Empathy, Strategic thinking, Communication, Building High Performance Global Teams, Cross-cultural sensitivity, Creative thinking outside the box etc.) I have imbibed during my long successful corporate career will be helpful in my view.

I am a Leadership/ Executive Coach and have global clients around the world from a wide range of sectors and industries.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

None

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

Limited. I was a Member of a HOA Executive Committee in Wilmette, IL

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe in making a decision for the overall benefit of the community by taking a holistic view rather than be guided by narrow interests. During my corporate career when I was leading global acquisitions, mergers and integrations, quite often, there were conflicts between the cultures of the acquirer & the acquired companies, different processes with each one feeling theirs was better. In all such situations, I navigated these through an objective analysis, sharing it with both sides and getting a buy in on the Vision to drive decisions for the greater good of the Organization. Persuasive skills are needed to accomplish this kind of result I listen well, am open to divergent views, am able to process it without biases given my commitment to finding a way forward that does Overall Good.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Start with a Vision for the City
Do a SWOT analysis
Get perspectives of our diverse residents. Sort these in 2 buckets: a) Benefit the overall community, b) Benefits only small sections. Explore if items in bucket b) can impact the overall community if approached through an amended idea.
Do a poll asking people to rank order their priorities on bucket a) and pick the top 3 or 4 choices coming out of the poll.
Share the results with everyone.

By allowing people to vote on priorities and publishing the results, you would have given an opportunity to everyone for voicing their views. It will be seen as a transparent way to arrive at the priorities that will benefit the community.

What is the most important contribution you can make as a member of the Planning Commission?

As I said, I am a good listener and can connect the dots well. I have no experience on zoning or city governance but am quick study if given a chance. However, I will continue to be a novice if I never get a chance to learn. After all, there has to be a first time for everything.

Planning Commission Application

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Learn more about the Planning Commission

Date Time *
9/16/2025

First Name *
Rui

Last Name *
Ma

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? *
2

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 Planning Commission?

As a newer resident of Dublin, I am always passionate to seek ways to improve our life quality and contribute to a greater vision for our residents and our next generation. Dublin as a booming city attracted me from another state, and I would like to see Dublin keeps her momentum to sustainably attract more business and residents in the meanwhile improving the welfare of her residents. I would like to contribute in various ways especially with my engineering and planning knowledge to this continuing progress.

What is your knowledge of and experience in Planning and Zoning?

I am a Senior Planner in a regional government agency, Merced County Associatio of Governments. I mainly work on the regional transportation programs but also work with Caltrans, local jurisdictions and transit agencies. I have also worked in neighbouring local agency VTA briefly, on their transportation planning and modeling. Before I moved in Dublin, I was an Assistant Professor in Civil Engineering in University of Alabama in Huntsville, and had worked with local transportation center, dispatching and other agencies on various projects and initiatives. I am strong in analytics and planning g in general.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I have a BS degree in Automation with involves engineering design. I have a PhD degree in civil engineering which involves more transprtation focused design. I have taught various designing classes including traffic engineering traffic signal design, urban transportation design, bridge design etc. I have been working with cities as a regional planner on translating their general plans and zoning to regional planning gis and modeling inputs. I am a landlord of several rental properties and have been working independently on landscaping for those properties, DIY or hiring contractors.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have not yet served as a board member, however, as a planning agency staff , I have been preparing staff reports, present to the advisory board, technical board, and government board in a monthly basis. I am also actively attending other regional boards meetings including sjjpa etc which involves ACE , high speed rail and amtrak.

I have been working with the public as well, by attending outreaching, surveying, and solve inquiries from the public including general citizens, builders, partner agencies on planning projects traffic counts traffic estimate and predictions, etc.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

Decisions like this are almost always controversial in nature. I believe there are some key considerations in the decision making process.
1. Listen to the public. Public opinion is always crucial. A decision maker needs to be well informed with public opinions, even sometimes there are conflicting views of points.
2. Build mutual trust with the staff and professionals. A decision maker cannot fully benefit from the staff support without the mutual trust, given the complexity of agendas with may involve legislative technical and financial constraints.
3. Patience. Decision making process may take longer than expected due to the interactions among many stakeholders so it is not always possible nor necessary to make a quick decision in the sake of efficiency or getting-things-done attitude.
4. Due diligence. A decision maker has to utilize resources to verify information provided by various stakeholders including staff, developers, residents, NGO, etc.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Outreaching with the help of the staff is very important to obtain viewpoints from the diverse population. There are various venues where the public can be heard. Introduction of language program and translation services are also important. With the AI technology, decision maker can leverage it to hear more diversified voices.

What is the most important contribution you can make as a member of the Planning Commission?

Diverse, professional points of view, analytical thinking and passions to make the city better for all residents now and in the future.

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Learn more about the Planning Commission

Date Time *
9/22/2025

First Name *
vinod

Last Name *
metha

Address *
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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? *
9.5

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2025 (will be this 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 Planning Commission?

I want to serve on the Planning Commission to help Dublin grow thoughtfully and because I am committed to giving back to the community. As a board member of the Construction Management Association of America (CMAA), I see how disciplined planning improves outcomes. On the Planning Commission, I want to help guide thoughtful growth and bring CMAA best practices to support the city's development.

With a background in project and construction management, I understand how planning choices shape neighborhoods, infrastructure, and quality of life. I would apply a collaborative, technical, and fact-based approach to support clear recommendations that align with the General Plan and balance economic vitality with community values.

What is your knowledge of and experience in Planning and Zoning?

Thoughtful planning and zoning are essential as part of any city's growth. With two decades of experience in project and construction management, I have an understanding of how zoning ordinances, specific plans, and development standards affect neighborhoods, infrastructure, and economic development. I have guided my clients through the permitting and CEQA process, and I understand resident perspectives. As a Planning Commissioner, I would use this perspective to evaluate proposals thoughtfully and help Dublin achieve balanced, well-planned growth.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

While my primary expertise is in project and construction management, I have collaborated closely with architects, engineers, and landscape designers on public facilities and infrastructure projects. My role often involves reviewing design concepts, assessing feasibility, and conducting constructability reviews. These cross functional collaborations have strengthened my ability to evaluate projects, site function, user experience, and maintenance needs, and to balance technical and aesthetic perspectives.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

For the last three years, I have served as a Board Member for the Construction Management Association of America, a nonprofit organization. In this role, I have organized various construction industry events, helped set agendas, planned programs, coordinated with public sector partners, and supported event delivery. As a PM/CM, I also advise many public sector owners on the risk, schedule, and delivery strategy and assist with contingency management. These experiences have strengthened my ability to weigh tradeoffs, build consensus, and work within public processes.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

Planning decisions often involve balancing competing interests. Clear and consistent communication is essential to building strong relationships and trust. In a diverse community like Dublin, most residents want to feel heard. By actively listening, we can learn a great deal about our community and work together to shape a better future. I rely on transparent processes, meaningful public input, and decisions grounded in adopted plans and evidence. It is of utmost importance to show how every decision is made with the long-term betterment of the city in mind, even if it may be unpopular with some neighbors. I listen, look for reasonable conditions or design changes to mitigate impacts, and explain findings of fact and the basis for the recommendation in plain language. I also follow the Commission's meeting rules to maintain decorum and ensure everyone is heard.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

By hosting town hall meetings, issuing quarterly or monthly project update bulletins, and keeping lines of communication open, the City can create meaningful opportunities for residents to engage. In addition, offering multilingual materials and interpretation, scheduling meetings at accessible times and locations with virtual and in-person options, and providing childcare or transit support can lower barriers to participation. Partnering with trusted community organizations, schools, and faith groups and using pop-up outreach at libraries and parks helps reach residents who do not attend formal meetings. Establishing a forum where residents can express their concerns, along with a structured system to collect and analyze that feedback, would help ensure that the viewpoints and perspectives of our diverse population are represented in city planning decisions. The City can publish plain-language summaries on a project webpage, use short surveys (online and

mobile), track who we are hearing from, and include a "you said, we did" section in staff reports so residents see how input informs recommendations.

What is the most important contribution you can make as a member of the Planning Commission?

My most important contribution would be bringing a balance of technical expertise and community focus to the decision making process. With my background in construction management and stakeholder coordination, I would evaluate proposals for consistency with the General Plan, zoning, and CEQA, while considering design quality, regulatory compliance, and public impact. My goal is to provide clear, thoughtful insights that, in plain language, tie recommendations to findings of fact and conditions of approval, and guide Dublin's growth in a way that is both strategic and sustainable.

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Learn more about the Planning Commission

Date Time *
9/8/2025

First Name *
Julia

Last Name *
Nam

Address *
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[redacted]

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City
Dublin

State/Province/Region
California

Postal/Zip Code
94608

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
1

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 Planning Commission?

As a Dublin resident, I am committed to ensuring that the city grows in a way that balances economic development, livability, and sustainability. Dublin is at an exciting point of expansion, and I want to contribute to shaping thoughtful land use and planning decisions that reflect the community's long-term needs. Professionally, I work at PwC, where I lead governance and quality assurance initiatives for complex organizations. This experience has trained me to think critically about standards, compliance, and long-term impacts, which are all skills that I believe would be valuable in supporting Dublin's General Plan and city development goals.

What is your knowledge of and experience in Planning and Zoning?

At UC Berkeley, I studied urban planning concepts under Professor Sara Hinkley, where we examined how zoning and land use policies impact communities, housing access, and local economies. That experience gave me foundational knowledge of how planning frameworks shape long-term city development. While I have not directly worked in zoning, my academic and volunteer experiences (combined with my ability to evaluate policies critically) equip me to learn quickly and contribute meaningfully.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

Yes. During my time volunteering with Habitat for Humanity in Vietnam, I worked on constructing houses for underserved communities. That experience gave me practical exposure to how design and building decisions impact not only the durability of structures but also the daily lives of families. While not formal architectural training, it reinforced for me how the built environment directly affects quality of life.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

At UC Berkeley, I served within the ASUC (Associated Students of the University of California), where I participated in committees that allocated resources and represented diverse student voices in governance. In that role, I learned how to balance competing priorities, listen to multiple perspectives, and make decisions that serve the broader community rather than individual groups. This experience parallels the responsibilities of a city commission, where consensus-building and fairness are essential.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe that difficult decisions are part of public service. My approach is to ground decisions in long-term benefits, explain the reasoning transparently, and treat all concerns with respect. Even when some neighbors disagree, they should feel heard and know that the decision reflects careful consideration of the city's broader well-being.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can strengthen representation by diversifying outreach: providing multilingual materials, holding listening sessions at schools, senior centers, and community organizations, and using both digital and in-person formats. Through volunteer teaching and nonprofit work, I've seen firsthand that communities are more engaged when they are approached where they are, rather than asked to come to city hall. Building more accessible feedback loops will ensure planning decisions reflect the whole population.

What is the most important contribution you can make as a member of the Planning Commission?

My most important contribution would be bringing both a policy-oriented and community-centered perspective. From studying urban planning at UC Berkeley to hands-on work with Habitat for Humanity, and from governance experience in ASUC to nonprofit engagement, I understand both the structural and human sides of development. I also come from a diverse background, having lived across cultures and navigated both immigrant and professional environments, which allows me to bring perspectives that reflect Dublin's diverse population. I can contribute by helping Dublin make decisions that are data-informed, inclusive, and aligned with the long-term vision of the city's General Plan.

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Learn more about the Planning Commission

Date Time *
9/8/2025

First Name *
Pejman

Last Name *
Naraghi-Arani

Address *
Street Address
[redacted]
Address Line 2

City
Dublin

State/Province/Region
CA

Postal/Zip Code
94568

Country
USA

Phone (Primary) *
[redacted]

Phone (Secondary)
[redacted]

E-mail *
[redacted]

How long have you been a resident of Dublin? *
18 years

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 Planning Commission?

To help my community to stay resilient in the face of drought and other extreme weather events and to ensure access during emergencies such as earthquakes

What is your knowledge of and experience in Planning and Zoning?

My experience is what I learned during Inside Dublin meetings and talking with my brother in law who is a general contractor.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

None. Just a lot of reading and exploring water reclamation, land use, regenerative agriculture, the advantages and disadvantages of various technologies for electricity generation, etc.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have been a member of the Institutional Biosecurity Board at Lawrence Livermore National Lab where we made decisions on the safe use of biotechnology experiments and animal use.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I think this is one of the core qualifications of a good planning commission member or anyone serving the public good.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Make city council meetings more readily accessible to Dublin residents by advertising meeting days and times in flyers, newsletters, social media, and circulars. Enable people to log in and listen in virtually for all meetings.

What is the most important contribution you can make as a member of the Planning Commission?

My knowledge and understanding of various land uses and the potential for water catchments and vegetative abatement.

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Learn more about the Planning Commission

Date Time *
11/12/2024

First Name *
Suresh

Last Name *
Puli

Address *
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[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? *
23

Have you participated in Inside Dublin? *
- (●) Yes
- ( ) No

If yes, what year?
2017

Application Questions

Why are you interested in serving on the Planning Commission?

I am interested in serving on the Planning Commission because I am deeply invested in the growth, stability, and quality of life in our city. As a resident for 23 years, I have seen the city undergo rapid growth, and while growth is positive, I recognize that quick expansion can also bring challenges. I am motivated to ensure that this growth is managed thoughtfully and with the residents' best interests at heart. Serving on this committee would allow me to contribute to decisions that prioritize the needs of our community, and I am eager to listen to and represent the voices of my fellow residents

What is your knowledge of and experience in Planning and Zoning?

My experience in planning and zoning is primarily rooted in my long-term perspective as a resident and my professional background, where I have been involved in strategic planning and managing complex, multi-stakeholder projects. Over the past 23 years, I have closely observed the city's growth and development and gained an understanding of how planning decisions impact neighborhoods, infrastructure, and community well-being. While I haven't served on a planning or zoning commission before, I am committed to learning the necessary policies and practices. My goal is to bring a thoughtful, resident-centered approach to decision-making and help ensure that planning and zoning efforts support sustainable growth and meet the needs of our community.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

No experience

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have served as a board member of my Homeowners Association (HOA), representing a community of 980 residents.
In this role, I helped implement changes to HOA bylaws to better reflect and serve residents' needs.
Engaged in decision-making processes that required balancing diverse resident interests with long-term community goals.
Collaborated with fellow board members to address resident concerns and improve community policies.
While I have not served on a city commission, my experience with the HOA has equipped me with valuable skills in governance, policy-making, and community-focused decision-making.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe that decisions made for the overall good of the community are essential, even if they may not be popular with everyone. As a board member of my HOA, I've learned that community leadership sometimes requires balancing individual preferences with long-term goals that benefit the larger group. I approach these situations by listening carefully to residents' concerns, ensuring they feel heard and respected, and communicating the reasons behind each decision transparently. My goal is always to find solutions that align with the community's best interests while addressing as many concerns as possible, even if it's not always possible to achieve unanimous support.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can better represent our diverse population by actively involving people from all backgrounds in the planning process. One way is to hold community forums and listening sessions in different neighborhoods and at accessible times, with materials available in multiple languages, so that everyone feels invited to participate. Improving communication through digital platforms, social media, and local newsletters would also help keep residents in the loop and make it easier for them to engage.

Additionally, the City could set up advisory panels that include a variety of perspectives such as from youth, seniors, and minority groups to provide input on key issues. Regular surveys, available both online and in person, could also give people an easy way to share their thoughts.

Overall, creating these opportunities for open dialogue and acting on community feedback would ensure that decisions truly reflect the values and needs of everyone in our community.

What is the most important contribution you can make as a member of the Planning Commission?

My most important contribution as a member of the Planning Commission would be to serve as a dedicated advocate for the needs of the community. I believe in making planning decisions that prioritize the well-being and long-term interests of our residents, ensuring that growth and development align with what's best for those who live here. I bring a balanced approach, combining a commitment to community feedback with a thoughtful understanding of sustainable growth. My goal would be to contribute in a way that keeps the community's voice at the center of every decision, fostering a city that reflects and supports the people it serves.

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Learn more about the Planning Commission

Date Time *
9/25/2025

First Name *
Antonio

Last Name *
Ticsay

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Street Address
[redacted]

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City
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State/Province/Region
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Postal/Zip Code
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Country
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Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
20

Have you participated in Inside Dublin? *

If yes, what year?
2008

- (●) Yes
- ( ) No

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 Planning Commission?

Firstly, being a resident of the City of Dublin for over 20 years, I witnessed how the city grew and progressed.

I love the City of Dublin. To be able to understand and appreciate the beauty of Dublin and as well to contribute for the betterment of my beloved City, I participated in some of its projects and endeavors. I participated in the City of Dublin 101 (2008) and Dublin Police Services Citizen's Academy (2010). I was also a part of the City of Dublin's Task Force Clean and Green.

Being a resident, I would like to give back by to my community and contribute to its growth and help in community's future development.

What is your knowledge of and experience in Planning and Zoning?

Having a Certificate of Achievement as Real Estate Salesperson and Broker as well as Bachelor of Laws (JD) degree, I am knowledgeable in land use and zoning law and possess research capabilities with regards to federal, state, and local regulations governing property development. I have a good understanding of zoning ordinances, environmental law, entitlement processes, and permitting. I have the capability to develop and formulate policies and that would serve as guidance for land use and development.

I am happy to serve as one of the commissioners that will develop and create a Community General Plan.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

I attended crash courses in Ecology, Gardening, and Landscaping.

In today's world, development is soaring; that sometimes environment and surroundings suffer. Ecosystems are straining, biodiversity is at risk, and the balance that sustains life is changing. But within these challenges; there is a great opportunity to protect and restore the delicate systems that make life on Earth attainable. That is what ecology coupled with gardening and landscaping is all about. By understanding the connections, we can make aesthetics and nature intertwine seamlessly in urban settings. With an increasing number of homeowners and businesses appreciating a well-designed outdoor space, the Planning Commission should be at task to make the demand of preserving the ecology in a world which is changing at an unprecedented pace.

With an increasing number of homeowners and businesses valuing well-designed outdoor spaces, the Planning Commission should be at task to make the demand of preserving the ecology in a world which is changing at an unprecedented rate.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

Prior to my migration to the U.S.A., I have served as board member of an organization, political (public service) and professional board as well. I am an Optometrist by profession and had served as National Director of the Philippine Association pf Optometrist . And as an elected public servant, I did serve as National Director, of the Barangay Councilors League of the Philippines.

I also serve as Director of the Legal Aide Committee of Fernandez Colleges - College of Law Legal Aide Department.

And while as resident of City of Dublin, I was a member of the Task Force Clean and Green.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

In deciding for the overall good of the community, but unpopular with some neighbors, I always think and prioritize the general welfare of the people. It should be beneficial for the majority though it affects some sectors or groups.

However, I am always Empathetic. I can understand and share the feelings of another. I always acknowledge others' feelings and recognize their rights. This is my way of fostering healthy relationships with them, though my decision is not favorable for them.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The benefits of diversity include innovation, better decision-making, higher productivity, and stronger collective performance and broader understanding in making a Community General Plan.

However, you can only attain a decision for the diverse population if the members of the commission were also diverse and not confined to a certain group of people alike. These were comments that residents of Dublin always raised.

What is the most important contribution you can make as a member of the Planning Commission?

The most important contribution I can make as a member of the Planning Commission is my love for my beloved city, City of Dublin.

Then, my knowledge in law, real estate transactions, Ecology, Gardening, and Landscaping. Coupled with my experiences as member of boards and task force.

But the most important thing is my willingness to work as a team member; and develop and formulate a well-prepared Community General Plan.

Planning Commission Application

The Planning Commission is an advisory body to the City Council The Planning Commission is made up of seven community members, including five Planning Commissioners who serve four-year terms, and two Alternate Planning Commissioners who serve two-year terms. The duties and powers of the Planning Commission are spelled out in Chapter 2.12 of the Dublin Municipal Code and include the power to perform duties in reference to Planning, Zoning, and land use, and to make recommendations, for City Council approval, of the following: A comprehensive, long term General Plan for the physical development of the City and land within the City's sphere of influence; Development plans which are consistent with the General Plan; and Regulations, programs, and ordinances as required for the systematic implementation of the General Plan. Rules for conducting Planning Commission Meetings have been established to provide a framework for running Planning Commission meetings, maintaining decorum, and ensuring opportunities for members of the public to address the Planning Commission. These rules have been adopted in accordance with the Dublin Municipal Code (Chapter 2.12.040.C).

The Planning Commission is required under state law 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.

Learn more about the Planning Commission

Date Time *
9/8/2025

First Name *
Chuck

Last Name *
Wong

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? *
8

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 Planning Commission?

As a long-time resident of Dublin since 2017, I've developed a deep appreciation for the city's unique blend of community, commerce, and culture. I'm passionate about helping Dublin grow in a way that is vibrant, inclusive, and balanced for both families and businesses. With my professional background in finance and real estate, and my experience serving on various boards, I believe I can contribute meaningfully to shaping the future of our city. I want to ensure that Dublin continues to thrive while preserving the qualities that make it a great place to live and raise a family.

What is your knowledge of and experience in Planning and Zoning?

I have extensive experience in both commercial and residential real estate, which has given me a strong understanding of planning and zoning processes. As a real estate investor, I've worked closely with city planning departments, navigated zoning regulations, and participated in public hearings. I'm familiar with land use policies, development review procedures, and the importance of aligning projects with community goals. My involvement in city planning has always been rooted in thoughtful growth and responsible development.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

Yes. Through my board service with University Clubs and high schools in the Bay Area, I've been involved in projects that included the renovation of historic buildings and the design of public spaces. These experiences required collaboration with architects, city officials, and community stakeholders to ensure that the projects were both functional and respectful of the surrounding environment. I've also reviewed architectural plans and landscaping proposals as part of real estate investment projects, giving me a practical understanding of urban design principles.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I've served on multiple boards, including university clubs and high school boards in the Bay Area. These roles involved strategic planning, budget oversight, and community engagement. I've worked with city officials on ordinances and public space usage, and participated in task forces focused on educational infrastructure and civic development. These experiences have strengthened my ability to collaborate, listen to diverse perspectives, and make informed decisions that benefit the broader community.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I believe that leadership requires balancing empathy with long-term vision. While it's important to listen to and respect all voices, decisions must ultimately serve the greater good of the community. I'm comfortable making tough choices when they are backed by data, community input, and a clear understanding of the city's goals. Transparency and communication are key—ensuring that even unpopular decisions are understood and thoughtfully explained.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can enhance representation by actively engaging with community groups, hosting inclusive public forums, and leveraging digital platforms to reach a broader audience. It's important to create spaces where residents from all backgrounds feel heard and valued. As a Planning Commissioner, I would advocate for outreach strategies that reflect Dublin's diversity and ensure that planning decisions are informed by a wide range of perspectives.

What is the most important contribution you can make as a member of the Planning Commission?

My most important contribution would be bringing a balanced, informed, and community-focused perspective to the Commission. With my background in finance, real estate, and board experiences, I can help evaluate projects not just for their economic viability, but for their impact on families, neighborhoods, and the city's long-term character. I'm committed to thoughtful growth, transparency, and collaboration—and I would work diligently to ensure Dublin continues to be a place where both commerce and community thrive.

Planning Commission Application

The Planning Commission is an advisory body to the City Council. The Planning Commission is made up of seven community members, including five Planning Commissioners who serve four-year terms, and two Alternate Planning Commissioners who serve two-year terms. The duties and powers of the Planning Commission are spelled out in Chapter 2.12 of the Dublin Municipal Code and include the power to perform duties in reference to Planning, Zoning, and land use, and to make recommendations, for City Council approval, of the following: A comprehensive, long term General Plan for the physical development of the City and land within the City's sphere of influence; Development plans which are consistent with the General Plan; and Regulations, programs, and ordinances as required for the systematic implementation of the General Plan. Rules for conducting Planning Commission Meetings have been established to provide a framework for running Planning Commission meetings, maintaining decorum, and ensuring opportunities for members of the public to address the Planning Commission. These rules have been adopted in accordance with the Dublin Municipal Code (Chapter 2.12.040.C).

The Planning Commission is required under state law 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.

Learn more about the Planning Commission

Date Time *
11/15/2024

First Name *
John

Last Name *
Wu

Address *
Street Address
[redacted]
Address Line 2

City
DUBLIN

State/Province/Region
California

Postal/Zip Code
94568-7524

Country
United States

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
13

Have you participated in Inside Dublin? *
- ○ Yes
- ◉ No

If yes, what year?

Application Questions

Why are you interested in serving on the Planning Commission?

I am interested in serving on the planning commission because I am passionate about contributing to the thoughtful development and growth of our community. Having lived in Dublin for over 13 years and being deeply involved in real estate in the Bay Area for over 23 years, I have a comprehensive understanding of the local real estate market, property management, and the differences between residential and commercial developments. My extensive knowledge in renovation and construction, combined with my professional experience, enables me to provide valuable insights into the planning process.

Additionally, my commitment to community service is reflected in my role as a member of the Dublin Sister City Committee, where I have actively participated in fostering relationships with other cities around the world and promoting cultural exchange. Serving on the planning commission would allow me to further utilize my skills and experience to ensure that Dublin continues to grow in a sustainable and well-planned manner, preserving the quality of life for all residents.

I am dedicated to maintaining Dublin's unique character while supporting strategic development initiatives that benefit the entire community. My goal is to contribute to informed decision-making that balances growth with the needs and interests of our residents.

What is your knowledge of and experience in Planning and Zoning?

I have over 23 years of experience in real estate, during which I have extensively dealt with planning and zoning regulations. As a real estate broker and owner of a brokerage fi rm in the Bay Area, I have navigated various zoning laws and planning requirements for real estate properties. My work involves understanding zoning codes, land use policies, and development regulations to ensure compliance and successful project execution based on my clients' needs.

Additionally, my knowledge in renovation and real estate transactions further enhances my ability to assess and contribute to planning and zoning decisions. This experience has equipped me with a comprehensive understanding of how planning and zoning impact property development and community growth.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

Yes, I have experience in urban design, architecture, and landscaping through my extensive work in real estate over the years. As a real estate broker and owner of a brokerage firm, I have been involved in numerous projects that required a deep understanding of these fields.

My experience includes overseeing property renovations and reconstruction projects, where I collaborated with architects, designers, and landscapers to ensure that the final outcome meets both the aesthetic and functional goals of my clients. I have also been involved in the planning and development of residential properties for my clients, which required a keen eye for design, an understanding of urban planning principles, and knowledge of sustainable landscaping practices. This hands-on experience has provided me with a comprehensive understanding of the various aspects of urban design, architecture, and landscaping.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I have served on the Dublin School District Budget Committee and the Dublin Sister City Committee. In these roles, I have been actively involved in decision-making processes and strategic planning. My experience on these committees has equipped me with skills in collaboration, community engagement, and policy development, all of which are valuable for serving effectively on boards, commissions, or task forces.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

As one of the community members in our city, I believe that making decisions for the overall good of the community is essential, even if sometimes they are unpopular with some neighbors. As a community leader, it's important to consider the long-term benefits and the greater good while also listening to and addressing the concerns of all residents. Balancing these factors requires transparency, effective communication, and a commitment to the community's best interests. I am prepared to make difficult decisions that support sustainable growth and improve the quality of life for everyone, even if they are not universally accepted.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

The City can better ensure diverse representation in planning decisions by actively engaging all community segments through various channels. This includes holding public forums, workshops, and town hall meetings, as well as utilizing digital platforms for broader participation. Forming advisory committees with representatives from different demographic groups and partnering with local organizations.

What is the most important contribution you can make as a member of the Planning Commission?

The most important contribution I can make as a member of the Planning Commission is leveraging my extensive real estate experience and community involvement to ensure well informed, balanced, and forward thinking decisions. With over 23 years in the real estate business, including property management, renovation, and reconstruction, I bring a deep understanding of the complexities of development and the importance of sustainable growth. My commitment to community service and my knowledge of local needs will help ensure that planning decisions enhance the quality of life for all residents while preserving the unique character of our city.

Planning Commission Application

The Planning Commission is an advisory body to the City Council The Planning Commission is made up of seven community members, including five Planning Commissioners who serve four-year terms, and two Alternate Planning Commissioners who serve two-year terms. The duties and powers of the Planning Commission are spelled out in Chapter 2.12 of the Dublin Municipal Code and include the power to perform duties in reference to Planning, Zoning, and land use, and to make recommendations, for City Council approval, of the following: A comprehensive, long term General Plan for the physical development of the City and land within the City's sphere of influence; Development plans which are consistent with the General Plan; and Regulations, programs, and ordinances as required for the systematic implementation of the General Plan. Rules for conducting Planning Commission Meetings have been established to provide a framework for running Planning Commission meetings, maintaining decorum, and ensuring opportunities for members of the public to address the Planning Commission. These rules have been adopted in accordance with the Dublin Municipal Code (Chapter 2.12.040.C).

The Planning Commission is required under state law 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.

Learn more about the Planning Commission

Date Time *
9/9/2025

First Name *
Mina

Last Name *
Yu

Address *
Street Address
[redacted]

Address Line 2
[redacted]

City
Dublin

State/Province/Region
California

Postal/Zip Code
94568

Country
USA

Phone (Primary) *
[redacted]

Phone (Secondary)

E-mail *
[redacted]

How long have you been a resident of Dublin? *
1 year

Have you participated in Inside Dublin? *

If yes, what year?

○ Yes

◉ No

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 Planning Commission?

I am interested in serving on the Planning Commission due to my professional background and skills that I can contribute to the current state and future development of my home city. I currently work as the Deputy Director of Finance and Administration for the Office of Community Investment & Infrastructure in San Francisco, which is the successor agency to the San Francisco Redevelopment Agency. We deal heavily with planning, entitlements, land use, and tax increment financing, primarily within defined project areas in San Francisco, and we have a specific focus on developing infrastructure to support new communities as we build affordable and market rate housing; and I believe that my professional background provides a very relevant lens to Dublin's Planning Commission.
My family moved to Dublin as it is one of the few regions in the Bay Area that is actively pursuing growth and development of much needed housing, and I would be excited to contribute to the shaping of the growing built environment of Dublin. I think the City is doing all the right things in promoting large scale development, walkable but also car accessible living environments, attracting new businesses, and maintaining a safe family-friendly city. The Planning Commission plays a vital role in encouraging growth while also ensuring that basic planning codes and principals are abided by and considered. It would be an honor to serve our City in this capacity.

What is your knowledge of and experience in Planning and Zoning?

I currently work as the Deputy Director of Finance and Administration for the Office of Community Investment & Infrastructure in San Francisco, which is the successor agency to the San Francisco Redevelopment Agency. My agency develops infrastructure and housing according to redevelopment plans and designs for development. We focus on redeveloping, rehabilitating, and revitalizing various project areas within San Francisco, and this requires dealing heavily with planning, entitlements, land use, and tax increment financing. While I focus on the financing of these major project areas, I regularly work with our project managers and planning teams and am briefed on planning and zoning requirements and the challenges that can arise to our development projects and financing.

Do you have any experience in urban design, architecture or landscaping? If yes, please describe your experience.

Yes, in my current professional role, I am regularly briefed on urban design, architectural plans, and landscaping plans as they relate to our major projects. We build large mixed use environments according to redevelopment plans and d4ds, and while my focus is on the financing of these projects, I understand the importance of the design elements for the usability and marketability of projects and their ultimate success.

What experience, if any, do you have serving on boards, commissions or task forces? Please explain.

I serve on the San Francisco Municipal Transportation Agency's revenue bond oversight committee. Additionally, I regularly present to my agency's Commission and Oversight Board, and occasionally to the San Francisco Board of Supervisors for various items related to our agency.

How do you feel about making a decision for the overall good of the community, but unpopular with some neighbors?

I regularly make decisions that do not make everyone happy. I always ensure that I am making decisions for the overall good of the agency or community, recalling governing codes or legislation, discussing their intent and spirit, and promulgating my best effort to honor these principles and guidelines.

How can the City better ensure that the viewpoints and perspectives of our diverse population are represented when making decisions about city planning?

Democratic process ensures that viewpoints and perspectives are represented in decisions about city planning. This means doing public outreach, holding public meetings and hearings, soliciting feedback through community meetings, and folding this feedback into the planning and review process. Accountability in public service matters, and providing the public opportunities to weigh in and buy into the city's planning is key to good public service.

What is the most important contribution you can make as a member of the Planning Commission?

The most important contribution I can make is a passionately involved perspective as a resident and a professional with an urban planning and finance background.

DUBLIN
CALIFORNIA

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Second Amendment to Legal Services Agreement with Redwood Public Law, LLP
Prepared by: Marsha Moore, MMC, City Clerk

EXECUTIVE SUMMARY:

Redwood Public Law, LLP, has requested that the City Council consider amending its legal services agreement with the City to increase the hourly rate for all attorney services rendered.

STAFF RECOMMENDATION:

Approve the Second Amendment to the Agreement for Legal Services with Redwood Public Law, LLP.

FINANCIAL IMPACT:

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

General Legal Services	$330 per hour to $340 per hour
Labor and Employment Advice and Reimbursable Legal Services	Range $340 to $495 per hour to $350 to $510 per hour

DESCRIPTION:

The City of Dublin started contracting with Redwood Public Law, LLP on March 15, 2024. The City Council approved the Agreement for Legal Services at that point and approved the first amendment to the agreement on August 20, 2024 (Attachment 2).

Redwood Public Law requested that the City Council consider the following changes to the Legal Services Agreement:

General Legal Services	$330 per hour to $340 per hour
Labor and Employment Advice and Reimbursable Legal Services	Range $340 to $495 per hour to $350 to $510 per hour

The proposed amendment (Attachment 1) will become effective as of July 1, 2025.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted.

ATTACHMENTS:

1) Second Amendment to Agreement for Legal Services with Redwood Public Law, LLP
2) Agreement for Legal Services with Redwood Public Law, LLP and First Amendment to the Agreement for Legal Services with Redwood Public Law, LLP

SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This Second Amendment to Agreement for Legal Services is made and entered into as of October 21, 2025, and effective July 1, 2025, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY," and REDWOOD PUBLIC LAW, LLP, a California limited liability partnership, hereinafter referred to as "REDWOOD."

WITNESSETH

WHEREAS, CITY and REDWOOD are parties to an Agreement for Legal Services, dated and entered into as of March 5, 2024, as amended on August 20, 2024 (the "Agreement for Legal Services"); and

WHEREAS, it is the desire of the parties hereto to amend the Agreement for Legal Services.

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

1. Amendment of Paragraph 4. Existing paragraph 4 is amended to read as follows:

"4. Compensation.

City shall compensate ATTORNEY, through REDWOOD, in the amount of $340 per hour for all attorney services rendered, whether by ATTORNEY or by other attorneys associated with REDWOOD, and $180 per hour for all paralegal services rendered, with the following exceptions: litigation, for which ATTORNEY, through REDWOOD, shall be compensated at REDWOOD's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with REDWOOD; and cost recovery and labor and employment advice, for which ATTORNEY, through REDWOOD, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with REDWOOD:

Senior Partner	$510
Partner and Senior Of Counsel	$430
Senior Associate and Of Counsel	$375
Associate	$350
Paralegal	$180"

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

CITY OF DUBLIN,
a Municipal Corporation

Dated: _____

By: _____
Sherry Hu, Mayor

Attest:

_____
Marsha Moore, City Clerk

REDWOOD PUBLIC LAW, LLP

By: _____
John D. Bakker, Partner

Dated: _____

20228171.1

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AGREEMENT FOR LEGAL SERVICES

This Agreement, made and entered into as of March 5, 2024, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY" and REDWOOD PUBLIC LAW, LLP, a California limited liability partnership, hereinafter referred to as "REDWOOD."

WITNESSETH

WHEREAS, CITY and Meyers Nave, PLC, are parties to an *Amended and Restated Agreement for Legal Services*, dated and entered into as of September 1, 2018, as amended as of July 1, 2019, July 1, 2021, October 18, 2022, and September 19, 2023 (the "2018 Legal Services Agreement"), pursuant to which John Bakker serves as the City Attorney; and

WHEREAS, as of March 15, 2024, John D. Bakker will leave his employment at Meyers Nave, PLC and become a partner in the law firm of REDWOOD; and

WHEREAS, John D. Bakker desires to continue to serve as the City Attorney and REDWOOD is willing to contract with the City under the same terms as the 2018 Legal Services Agreement; and

WHEREAS, the purpose of this Agreement is to replicate 2018 Legal Services Agreement and have it serve as the legal services agreement between the CITY and REDWOOD; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Appointment of City Attorney.

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

2. ATTORNEY'S Services.

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

a. Attendance at City Council and Planning Commission meetings;

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

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

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

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

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

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

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

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

3. Independent Contractor.

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

4. Compensation.

City shall compensate ATTORNEY, through REDWOOD, in the amount of $325 per hour for all services rendered, whether by ATTORNEY or by other attorneys associated with REDWOOD, with the following exceptions: litigation, for which ATTORNEY, through REDWOOD, shall be compensated at REDWOOD's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with REDWOOD; and cost recovery and labor and employment advice, for which ATTORNEY, through REDWOOD, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with REDWOOD:

Senior Principal	$490
Principal and Senior Of Counsel	$415
Senior Associate and Of Counsel	$360
Associate	$335
Paralegal	$170

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

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

5. No Assignment.

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

6. Insurance

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

7. Annual Review

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

8. Term

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

9. Effective Date.

This Agreement shall be effective on March 15, 2024, with the date set forth above being for reference purposes only.

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

CITY OF DUBLIN
a Municipal Corporation

Dated: 3/12/2024

By DocuSigned by: Melissa Hernandez 97C94F7A46A8461...
Melissa Hernandez, Mayor

Attest:

DocuSigned by: Marnie Moore 9BB70815D22F40A...
City Clerk

REDWOOD PUBLIC LAW, LLP

Dated: 3/6/2024

By DocuSigned by: 0293423B250D428...
John D. Bakker, Partner

2878504.1

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FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This First Amendment to Agreement for Legal Services is made and entered into as of August 20, 2024, and effective July 1, 2024, by and between the CITY OF DUBLIN, a Municipal Corporation in the State of California, hereinafter referred to as "CITY," and REDWOOD PUBLIC LAW, LLP, a California limited liability partnership, hereinafter referred to as "REDWOOD."

WITNESSETH

WHEREAS, CITY and REDWOOD are parties to an Agreement for Legal Services, dated and entered into as of March 5, 2024 (the "Agreement for Legal Services"); and

WHEREAS, it is the desire of the parties hereto to amend the Agreement for Legal Services.

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

1. Amendment of Paragraph 4. Existing paragraph 4 is amended, to read as follows:

"4. Compensation.

City shall compensate ATTORNEY, through REDWOOD, in the amount of $330 per hour for all attorney services rendered, whether by ATTORNEY or by other attorneys associated with REDWOOD, and $175 per hour for all paralegal services rendered, with the following exceptions: litigation, for which ATTORNEY, through REDWOOD, shall be compensated at REDWOOD's then-current standard public agency rates for all litigation services rendered whether by ATTORNEY or by other attorneys associated with REDWOOD; and cost recovery and labor and employment advice, for which ATTORNEY, through REDWOOD, shall be compensated at the following rates per hour for all services rendered whether by ATTORNEY or other attorneys associated with REDWOOD:

Senior Principal	$495
Principal and Senior Of Counsel	$420
Senior Associate and Of Counsel	$365
Associate	$340
Paralegal	$175"

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

CITY OF DUBLIN,
a Municipal Corporation

Dated: 8/24/2024

By: Signed by: Michael McCorriston D03E9C2CD8A0451...
Michael McCorriston, Mayor

Attest:

DocuSigned by: Marsha Moore 9BD70815D22F40A...
Marsha Moore, City Clerk

REDWOOD PUBLIC LAW, LLP

Dated: 8/23/2024

By: DocuSigned by: 4F3A6F80A843404...
John D. Bakker, Partner

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Agenda Item 8.1

STAFF REPORT
CITY COUNCIL

DATE: **October 21, 2025**

TO: Honorable Mayor and City Councilmembers

FROM: Colleen Tribby, City Manager

SUBJECT: Updates to the City's Construction and Fire Codes in Accordance with Requirements of State Law
Prepared by: Gregory Shreeve Sr., Chief Building Official

EXECUTIVE SUMMARY:

The City Council will consider introducing an Ordinance repealing the 2022 California Building Standards Code and adopting the 2025 California Building Standards Code, and setting a public hearing for November 4, 2025, to consider adoption of this Code. In connection with this action, the City Council will be asked to approve findings related to the City's proposed local amendments to the California Building Standards Code. The 2025 Edition of the California Building Standards Code was approved by the California Building Standards Commission earlier this year and will go into effect on January 1, 2026. The City must adopt an Ordinance incorporating the updated provisions to ensure accuracy and alignment with state law.

STAFF RECOMMENDATION:

Take the following actions: 1) Waive the first reading and introduce an **Ordinance** Repealing and Replacing Chapters 5.08 (Fire Code), 7.28 (Building Regulation Administration Code), 7.32 (Building Code), 7.34 (Residential Code), 7.36 (Electrical Code), 7.40 (Plumbing Code), 7.44 (Mechanical Code), 7.45 (Swimming Pool and Spa Code), 7.46 (Existing Building Code), 7.48 (Building Maintenance Code) and 7.94 (Green Building Code); and 2) Set the public hearing for November 4, 2025, to adopt said Ordinance and adopt a Resolution Approving the Findings of Necessity for Amendments to the 2025 California Building Standards Code.

FINANCIAL IMPACT:

The cost associated with implementing the new codes, such as materials and training, is included in the Fiscal Year 2025-26 Budget.

DESCRIPTION:

Background

The California Building Standards Code (CBSC) contains several codes including the California Building Code and the California Fire Code. Each of these codes are applicable and enforceable at the local level. The California Building Standards Commission, along with other State agencies, review and amend Title 24 of the CBSC approximately every three years. The 2025 Edition of the CBSC was approved by the California Building Standards Commission earlier this year and will go into effect on January 1, 2026. The City must adopt an ordinance incorporating the updated provisions of the 2025 CBSC to ensure that Dublin's construction codes align with state law.

Local jurisdictions may amend the provisions of the CBSC by adopting a resolution finding that the changes are necessary to account for local climatic, geological, or topographical conditions. However, these amendments must be at least as stringent as those outlined in the CBSC. Further, commencing October 1, 2025 to June 1, 2031, local modifications or additions that affect residential units must be substantially equivalent to modifications or additions that were previously filed by the local jurisdiction with the Building Standards Commission and were in effect as of September 30, 2025.

The City Council made several such amendments with the adoption of the 2022 Edition of the codes. These previously adopted local amendments have been incorporated into the proposed code update, with additional modifications as discussed later in this Staff Report. These proposed amendments "carry forward" and are substantially equivalent to the amendments made with the 2022 code cycle and therefore comply with the State's prohibition on local governments adopting building standards code amendments from October 1, 2025, to June 1, 2031. (See Health & Saf. Code, §§ 17958, subd. (b), 17958.5, subd. (c), 17958.7, subd. (c).) Those provisions include a specific exception for amendments that are "substantially equivalent" as those in effect on September 30, 2025.

Proposed Ordinance

The proposed Ordinance modifies Chapters 5.08, 7.28, 7.32, 7.34, 7.36, 7.40, 7.44,7.45, 7.46, 7.48, and 7.94 of the Dublin Municipal Code (DMC). The proposed Ordinance does not adopt the permit fee tables in the codes, thus maintaining the City's current permit fees. The proposed Ordinance will supersede and replace the previously adopted codes, and will benefit the City by:

1. Ensuring compliance with the California building standards laws;
2. Ensuring consistency with neighboring jurisdictions and the Bay Area;
3. Providing internally consistent, coherent, and easier-to-use codes; and
4. Making it easier for the public to review and to understand the model code requirements.

This report focuses on Staff's recommended local amendments.

Analysis
The following is an overview of the proposed new local amendments to the 2025 Edition of the code and modifications to local amendments that were previously adopted by the City Council during the last code update. Attachment 2 provides a complete list of all proposed local amendments to the Construction and Fire Codes, and associated findings. The draft Ordinance is provided as Attachment 3.

Fire Code – DMC Chapter 5.08
The Dublin Fire Code (Attachment 4) is proposed to be amended to adopt the 2025 California Fire Code:

Modifications
1. Section 5.08.030 (Adoption of fire codes): Modified to clarify where copies of the adopted code are stored for examination by the public. *This amendment is necessary to be consistent with the City's current practice.*

2. Section 5.08.090 (Board of Appeals—Amended): Updated to meet changes in state law regarding appeals. *This modification is necessary to remain current with state law.*

3. Section 5.08.130 (Sections 903.2.1.2 #4…903.2.11.31—Amended; and 903.2.13 and 903.2.30—Added): Modified to include exceptions for fire sprinklers under certain conditions in accessory dwelling units. *This modification is necessary to remain current with state law.*

Deletions
1. Section 5.08.160 (Hazardous Materials, General Provisions—Amended): *This requirement is now in the California Fire Code.*

2. Sections 5.08.180 and 5.08.190 (Locations where above ground tanks were prohibited): *These requirements are now in the California Fire Code.*

3. Sections 5.08.200 and 5.08.210 (Maximum Capacity Within Established Limits—Amended): *These requirements are now in the California Fire Code.*

Building Regulation Administration Code – DMC Chapter 7.28
The Dublin Building Regulation Administrative Code (Attachment 5) is proposed to be amended to reflect recent changes in state law.

Additions
1. Section 7.28.360.E (Permit—Issuance—Generally): **–** Added requirement for a concurrent review of the accessory dwelling unit and demolition permits when it is proposed to replace a detached garage. *This addition is necessary to remain current with state law and the City's current process.*

2. Section 7.28.440.H (Building Official—Authority to deny permit): Added requirement to allow unpermitted accessory dwelling units built prior to 2020 to obtain a permit to

legalize the unit without requiring the unit to meet all current building standards. *This addition is necessary to remain current with state law.*

Building Code – DMC Chapter 7.32
The Dublin Building Code (Attachment 6) is proposed to be amended to adopt the 2025 California Building Code.

Modifications
1. Section 7.32.180 (Section s903.2 Exceptions…903.2.11.3 Amended; and 903.2.13 and 903.2.30—Added.): Modified to include exceptions for fire sprinklers under certain conditions in accessory dwelling units. *These modifications are necessary because of recent changes in state law.*

2. Section 7.32.220 (Section 1905.1.7, Chapter 19, ACI 318, Section 14.1.4—Amended): Updated to maintain the City's restrictions on the use of concrete without rebar. *This modification is necessary to maintain the City's current requirement.*

Additions
1. Section 7.32.125 (Section 310.1.1, Chapter 3, Accessory Dwelling Unit Occupancy – Added): Clarification in the codes that adding an accessory dwelling unit to an existing residential building does not change the occupancy classification of the building. *This addition is necessary to account for recent changes in state law.*

Deletions
1. Sections 7.32.160 (Section 701A.1, Chapter 7A, Scope—Amended) and 7.32.170 (Section 702A, Chapter 7A, Definitions Amended): Removed modifications to chapter 7A of the Building Code related to Wildland Urban Interface. *Wildfire Urban Interface (WUI) requirements are incorporated into a new code book, Wildfire Urban Interface Code, Title 24, Part 7. This deletion is necessary to remain consistent with the State's adoption of this new code book.*

Residential Code – DMC Chapter 7.34
The Dublin Residential Code (Attachment 7) is proposed to be amended to adopt the 2025 California Residential Code.

Modifications
1. Section 7.34.240 (Section R902, Chapter 9, Fire Classification—Amended): Changed roof covering material to roof assemblies. *This modification is necessary to remain consistent with changes in the model code and state law*.

Deletions
1. Section 7.34.180 (Section R337.1.1 Chapter R3, Scope—Amended): Deleted the modifications to the scope of the wildfire urban interface. *Wildfire Urban Interface (WUI) requirements are incorporated into a new code book, Wildfire Urban Interface Code, Title 24, Part 7. This deletion is necessary to remain consistent with the State's adoption of this new code book.*

2. Section 7.34.190 (Section R337.2 Chapter R3, Definitions—Amended): Deleted the previously added wildfire urban interface definitions. *Wildfire Urban Interface (WUI) requirements are incorporated into a new code book, Wildfire Urban Interface Code, Title 24, Part 7. This deletion is necessary to remain consistent with the States adoption of this new code book.*

Electrical Code – DMC Chapter 7.36
The Dublin Electrical Code (Attachment 8) is proposed to be amended to adopt the 2025 California Electrical Code. The existing local amendment setting standards for the location of electrical receptacles in office spaces has been brought forward.

Plumbing Code – DMC Chapter 7.40
The Dublin Plumbing Code (Attachment 9) is proposed to be amended to adopt the 2025 California Plumbing Code. The existing local amendment restricting the installation of water piping under a concrete slab has been brought forward.

Mechanical Code – DMC Chapter 7.44
The Dublin Mechanical Code (Attachment 10) is proposed to be amended to adopt the 2025 California Mechanical Codes. The existing local amendment deleting the administrative chapter has been brought forward.

Swimming Pool and Spa Code – DMC Chapter 7.45
The Dublin Swimming Pool and Spa Code (Attachment 11) is proposed to be amended to adopt the latest International Swimming Pool and Spa Code (ISPSC). The existing local amendments have been brought forward.

Existing Building Code – DMC Chapter 7.46
The Dublin Existing Building Code (Attachment 12) is proposed to be amended to adopt the 2025 California Existing Building Code (CEBC). The existing local amendments have been brought forward.

Building Maintenance Code – DMC Chapter 7.48
The Dublin Building Maintenance Code (Attachment 13) is proposed to be amended to adopt the 2024 International Property Maintenance Code. The existing local amendments have been brought forward.

<u>Modifications</u>
1. Section 7.48.040 (Scope): Updated the scope to include residential and non-residential structures. *This modification is necessary to remain current with recent changes in state law.*

Green Building Code – DMC Chapter 7.94
The Dublin Green Building Code (Attachment 14) is proposed to be amended to adopt the 2025 California Green Building Standards Code. The City's amendment for Electric Vehicle Parking requirements to be installed at the Tier 2 level and all electric buildings have been

brought forward. Bringing these amendments forward will meet, and in some cases, exceed the City's Climate Action Plan (CAP) requirements under measure SM-1 and EE-1.

Conclusion
The City Council is requested to waive the first reading and introduce the Ordinance adopting the 2025 CBSC and related local amendments. The City Council is also being asked to set a Public Hearing date of November 4, 2025, to hear and consider adopting the proposed 2025 CBSC and related local amendments.

STRATEGIC PLAN INITIATIVE:

None.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

The City Council Agenda was posted. Notice of the public hearing proposed to take place on November 4, 2025, will be published in accordance with Government Code Sections 50022.3 and 6066.

ATTACHMENTS:

1) Resolution Approving Findings Regarding the Need for Local Amendments to Provisions in the California Building Standards Code as Adopted by the State of California, in the California Code Regulations, Title 24, to be Adopted by Reference in the Dublin Municipal Code
2) Exhibit A to the Resolution - 2025 California Building Standards Code Findings for Local Amendments, as Set Forth in the 2025 California Building Standards and the International Swimming Pool and Spa Code, and the International Property Maintenance Code
3) Ordinance Repealing and Replacing Chapters 5.08 (Fire Code), 7.28 (Building Regulation Administration Code), 7.32 (Building Code), 7.34 (Residential Code), 7.36 (Electrical Code), 7.40 (Plumbing Code), 7.44 (Mechanical Code), 7.45 (Swimming Pool and Spa Code), 7.46 (Existing Building Code), 7.48 (Building Maintenance Code) and 7.94 (Green Building Code)
4) Exhibit A to the Ordinance - DMC Chapter 5.08 Fire Code
5) Exhibit B to the Ordinance - DMC Chapter 7.28 Building Regulation Administration Code
6) Exhibit C to the Ordinance - DMC Chapter 7.32 Building Code
7) Exhibit D to the Ordinance - DMC Chapter 7.34 Residential Code
8) Exhibit E to the Ordinance - DMC Chapter 7.36 Electrical Code
9) Exhibit F to the Ordinance - DMC Chapter 7.40 Plumbing Code
10) Exhibit G to the Ordinance - DMC Chapter 7.44 Mechanical Code
11) Exhibit H to the Ordinance - DMC Chapter 7.45 Swimming Pool and Spa Code
12) Exhibit I to the Ordinance - DMC Chapter 7.46 Existing Building Code
13) Exhibit J to the Ordinance - DMC Chapter 7.48 Building Maintenance Code
14) Exhibit K to the Ordinance - DMC Chapter 7.94 Green Building Code

RESOLUTION NO. XX – 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUBLIN

APPROVING FINDINGS REGARDING THE NEED FOR LOCAL AMENDMENTS TO PROVISIONS IN THE CALIFORNIA BUILDING STANDARDS CODE AS ADOPTED BY THE STATE OF CALIFORNIA, IN THE CALIFORNIA CODE OF REGULATIONS, TITLE 24, TO BE ADOPTED BY REFERENCE IN THE DUBLIN MUNICIPAL CODE

WHEREAS, Health and Safety Code Section 18938 makes provisions published in the California Building Standards Code pursuant to Health and Safety Code Section 17922 applicable to all occupancies throughout the State and effective one hundred and eighty days after publication by the California Building Standards Commission (the "Commission"), or at a later date established by the Commission; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958 (b), restricts the authority for a city to adopt and make local amendments and modifications, that affect residential units, to the building standards in the California Building Standards Code that are substantially equivalent to changes or modification that were previously filed by the governing body of the city and were in effect as of September 30, 2025; and

WHEREAS, under Health and Safety Code Section 17958.7, changes pursuant to Health and Safety Code Section 17958.5 may not become effective until the required findings, and the changes, have been filed with the California Building Standards Commission; and

WHEREAS, Government Code Section 50022.2 permits enactment of City Ordinances that adopt codes or statutes, including codes of the State of California, by reference; and

WHEREAS, notice of the Ordinance was published in accordance with Government Code Sections 50022.3 and 6066; and that such notice was sufficient to give notice to interested persons of the purpose of the ordinance and the subject matter thereof; and

WHEREAS, the City Council of the City of Dublin intends to adopt an Ordinance adopting by reference provisions of the California Building Standards Code, with local amendments; and

WHEREAS, the City Council has reviewed the reasons for proposed changes to the California Building Standards Code set forth in **Exhibit A,** attached hereto and hereinafter incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dublin does hereby declare and find the local amendments to the provisions of the California Building Standards Code set forth in **Exhibit A** are reasonably necessary because of local climatic, geologic, or topographical conditions in accordance with Health and Safety Code Section 17958.7 as further set forth in **Exhibit A**.

BE IT FURTHER RESOLVED that the City Council of the City of Dublin does hereby declare and find the local amendments to the provisions of the California Building Standards Code set forth in **Exhibit A** are substantially equivalent to changes or modifications that were previously filed by the City of Dublin and were in effect as part of the 2022 Code adoption and were in effect as of January 1, 2022 or were required to be consistent with changes in State law.

BE IT FURTHER RESOLVED that a copy of this Resolution, including **Exhibit A**, shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7.

PASSED, APPROVED AND ADOPTED this __th day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

FINDINGS FOR LOCAL AMENDMENTS TO THE 2025 EDITIONS OF THE CALIFORNIA FIRE CODE, CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA EXISTING BUILDING CODE, AND CALIFORNIA GREEN BUILDING STANDARDS CODE, AS SET FORTH IN THE 2025 CALIFORNIA BUILDING STANDARDS AND THE INTERNATIONAL SWIMMING POOL AND SPA CODE, AND INTERNATIONAL PROPERTY MAINTENANCE CODE

A. **General Findings.** The Dublin City Council makes the following general findings regarding local climatic, geologic, and topographical conditions, which the City Council finds necessitates the local modifications to the California Building Standards Code set forth below:

1. Local climatic conditions include a low amount of average yearly rainfall, which tends to be concentrated from October through April. From May through September, a dry period occurs where daily temperatures remain high and there is little measurable precipitation. In addition, the local climate frequently includes high winds which sweep down through the valley. As a result of the high summer temperatures, average load demand and peak load demand of energy used in Dublin are important factors impacting public safety and creating the potential for adverse economic impacts due to power outages or power reductions (i.e. "brownouts"). As a result of the low precipitation, the area is subject to occasional drought.

   In developed areas of the City, fires can occur in buildings, rubbish, automobiles, and grass fires on vacant lots. In the undeveloped areas of the City, there is a risk of large brush and grass fires. If a fire occurs in either a developed or undeveloped area of the City, the local dry conditions combined with high winds, creates the risk of a potential fire storm.

   In addition, local residential and commercial development is occurring in previously undeveloped areas adjacent to wildfire urban interface areas. These new developments increase the chance of fire while simultaneously being located further from fire stations, delaying critical response times. This potential problem can be mitigated by requiring initial fire control through the installation of automatic fire protection systems.

2. Local geologic conditions include a risk of earthquake. A number of earthquake faults are located either within or in close proximity to the City. Those with the most direct and potentially destructive impact are the San Andreas, Calaveras, Hayward, Greenville and Concord-Green Valley Faults. History of earthquake activity indicates that there is a likelihood of a major earthquake in the area. The largest recorded earthquake in this immediate area occurred on the San Andreas Fault on October 17, 1989, a 7.1 magnitude. This area had a sequence of earthquakes on the Greenville Fault in January and February of 1980; these earthquakes had a magnitude of 5.5 to 5.9 on the Richter Scale and in July 2019 the Greenville Fault had an earthquake of 4.3. The U.S. Geological Survey (USGS) has identified a 72% probability of a major (6.7 or larger) earthquake occurring in the region within the next 20 years (Source – USGS UCERF3 report). Earthquake damage studies, including the 1994 Northridge earthquake, have indicated the lack of adequate design and detailing as a contributing factor to damages that reduced the protection of the life-safety of building occupants.

In the event of an earthquake, damage to structures can be expected. In residential and commercial areas, this could include significant damage or collapse of buildings. Secondary impacts could include ruptured electric or gas connections and/or breaks in water distribution lines. The potential for a major seismic event would create a City-wide demand for emergency response and fire protection service which would exceed staff response capacity. This potential problem can be mitigated by requiring initial fire control through the installation of automatic fire protection systems.

3. Local topographical conditions include hills on the western and eastern boarders and flat area in the center of the City. Interstate 680 divides the City into two sections, and circulation between areas of the City rely on freeway overpasses. In addition, local traffic must also pass over railroad tracks, creeks, and bridges (to cross arroyos).

   During peak a.m. and p.m. traffic periods, the City experiences heavy traffic congestion at key intersections, and near many freeway on-ramp and off-ramps. In the event of an accident or emergency at one of these key intersections, bridges, or other circulation corridors, sections of the City could become isolated and response times increased beyond ideal levels. Again, this potential problem can be mitigated by requiring initial fire control through the installation of automatic fire protection systems.

4. Based on the local climatic, geologic, and topographical conditions outlined above, there is a real risk that emergency response could be significantly delayed in the event of an accident or emergency. Therefore, it is necessary to address this problem through the requirement of additional mitigation measures to: (i) prevent the chance of accident or injury by requiring standards more stringent than required by the current codes; and (ii) requiring additional built-in automatic fire protection systems which will provide for early detection and initial fire control.

5. The burning of fossil fuels used to heat structures, heat water for cooking, and for other uses is a significant contributor to greenhouse gas emissions and climate change. Combustion of natural gas and petroleum products for heating and cooking needs emit carbon dioxide, methane, and nitrous oxide. Emissions from natural gas consumption represented 46% of the total annual U.S. energy related CO2 emissions in 2021. (See U.S. Energy Information Administration, “Where Greenhouse Gases Come From”, 2021.) Scientists attribute the global warming trend observed since the mid-20th century to the human expansion of the ‘greenhouse effect’ warming that results when the atmosphere traps heat radiating from Earth towards space. Long lived gases such as carbon dioxide can persist in the atmosphere for more than 100 years, even with efforts to reduce emissions today. Nitrous oxide, carbon dioxide, and methane are gases that contribute to the greenhouse gas effect. (See NASA, Causes of Climate Change, as of November 25, 2020.)

   Global climate change imposes substantial and local impacts and risks on the San Francisco Bay Area, and thus the City of Dublin, including rising temperatures, changing precipitation patterns and amounts, sea level rise, flooding, drought, and wildfire, A general summary of climate risks facing the San Francisco Bay Area and the City of Dublin are as follows:

- **Increased temperatures and extreme heat events.** The Bay Area is expected to see an increase in average annual temperature of 2.7°F by 2050, and 3.5°F to 11°F by 2100.
- **Reduction in the Quality and Supply of Water in the Sierra Snowpack.** If heat-trapping emissions continue unabated, more precipitation will fall as rain instead of snow, and the snow that does fall will melt earlier, reducing the Sierra Nevada spring snowpack by as much as 70% to 90%. This can lead to challenges in securing adequate water supplies. It can also lead to a potential reduction in hydropower.
- **Changes in Rainfall Intensity.** By mid-century, more precipitation is projected to occur in winter in the form of less frequent but larger events. Most climate models predict drying trends across the State by 2100.
- **Increased Risk of Large Wildfires.** A hotter, drier climate could promote up to 90% more Northern California fires by the end of the century by drying out and increasing the flammability of forest vegetation.
- **Exacerbation of Air Quality Problems.** If temperatures rise to the medium warming range, there could be 75% to 85% more days with weather conducive to ozone formation, relative to today's conditions. This is more than twice the increase expected if rising temperatures remain in the lower warming range. This increase in air quality problems could result in an increase in asthma and other health-related problems. The average air quality index in Dublin has consistently worsened over time and is lower than the State and national averages; it also worsens during extreme heat and wildfire events. As the air quality index increases, and increasingly large percentage of the Dublin population is likely to experience increasingly adverse health effects.

All-electric construction has a significant positive effect on energy resource efficiency, waste and pollution generation, and the health and productivity of building occupants over the life of the building. The City of Dublin has a dry, hot period of at least five months each year. As a result of the high temperatures, average load demand and peak load demand of energy used in Dublin are important factors impacting public safety and creating the potential for adverse economic impacts due to power outages or power reductions (i.e. "brownouts"). Reduction of total and peak energy use because of incremental conservation measures required by this ordinance will have local benefits in the additional available system energy capacity. Furthermore, the reduction of greenhouse gas emissions from all-electric buildings will help mitigate climate change and its negative effects such as extreme heat events, droughts, intense storms, and flooding, thus making these amendments reasonably necessary because of local climactic reasons.

6. The San Francisco Bay area region is densely populated and located in an area of high seismic activities. Concern for fire-life safety associated with gas appliances and associated piping located in the ground and in buildings increases with the risk of explosion or fire if there is a structural failure due to a seismic event considering the increasing number of buildings in the region.

   The risk of natural gas infrastructure and pipeline explosions and fires are magnified in cases of major earthquakes, for example, the 2010 San Bruno pipeline explosion.

Severe seismic events could disrupt communications, damage gas mains, and place increased demands on the dispersed resources of the Fire Department necessary for the life safety needs of the community.

B. Specific Findings: The Dublin City Council makes the following specific findings, which, in addition to the general findings regarding local climatic, geologic, and topographical conditions set forth above, the City Council finds necessitate the local modifications to the California Building Standards Code set forth below:

1. **California Fire Code.**

5.08.010 Title.
The Fire Codes adopted by Section 5.08.030 and the provisions of this Chapter shall constitute the Dublin Fire Code and may be referred to as such.

FINDING: Administrative – finding not required.

5.08.020 Purpose
The promotion and preservation of the public health, safety, and general welfare of the people of the City and the property situated therein have made necessary the adoption of the International Fire Code referred to in Section 5.08.030 to adequately safeguard life, health, property, and general welfare. The purpose of this Code is not to create or otherwise establish or designate any class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

FINDING: Administrative – finding not required.

5.08.030 Adoption of Fire Codes.
The 2025 California Fire Code, Part 9, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in California Health and Safety Code Section 18901 (hereinafter referred to as the "state code"), including Section 103.2, 104.2.4, 105.2.3, 105.3.1, 105.3.2, 114, 503, Appendices B and C, and any rules and regulations promulgated pursuant to the state code, and the International Fire Code, 2024 Edition, as published by the International Code Council (hereinafter referred to as the "IFC"), are hereby adopted and incorporated by reference herein for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion. Notwithstanding the foregoing, the provisions of the state code and the IFC are amended as set forth in Sections 5.08.050 through 5.08.230, inclusive.

Copies of the adopted code have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

FINDING: Administrative – finding not required. Note, the two appendices chapters have been adopted by the State and therefore, are not required to have findings.

5.08.040 Authority.
The Fire Department referred to herein and in codes adopted pursuant to Section 5.08.030 shall be the entity which provides fire suppression and prevention services to the City by contract, and the Fire Chief or Fire Code Official referred to herein and in codes adopted pursuant to Section 5.08.030 shall be the Fire Chief of the Fire Department, or his or her designee, acting under the direction of the City Manager.

FINDING: Administrative – finding not required.

5.08.050 Section 102.13 Applicability-Added.
Section 102.13 is added to read as follows:

102.13 **Applicability.** Where not otherwise limited by law, the provisions of this Code shall apply to vehicles, cargo containers, ships, boats, and mobile vehicles when fixed in a specific location within the boundaries of this jurisdiction.

FINDING: Administrative – finding not required.

5.08.060 Section 103.2 Appointment – Amended.
Section 103.2 is amended to read as follows:

103.2 **Appointment.** The fire code official shall be appointed by the fire chief for the City of Dublin.

FINDING: Administrative – finding not required.

5.08.070 General Authority and Responsibilities.
Sections 104.2.1, 104.2.2, 104.2.3, and 104.2.4 are added to read as follows:

104.2.1 **Fee for Plan Review, Inspection and Permits.** The City Council may, by resolution, establish a schedule of nondiscriminatory fees to be charged and collected for plans submitted under Section 104.2, solely to defray the City's reasonable costs for plan review of fire protection equipment and systems, requested or required inspection services and issuance of permits.

104.2.2 **Permit Processing Fee.** Each application for a permit shall be accompanied by a fee equal to forty percent (40%) of the total permit fee rounded off to the nearest dollar. The permit processing fee shall be credited toward the total permit fee required. After permit processing has commenced, no portion of the permit processing fee shall be refundable.

104.2.3 **Refunds.**

A. Sixty percent (60%) of any permit fee may be refunded to the applicant prior to the expiration of the permit provided that the work authorized under the permit has not commenced. Thirty percent (30%) of the permit fee may be refunded to the applicant after

a permit has expired provided that the work has not commenced, but in no case shall any refund be allowed after one (1) year from the date of expiration of the permit. Requests for refund shall be in writing. Any expenses incurred by the City other than the permit processing fee may be deducted from the refund.

B. If there was an error in calculating the amount of the permit fee and such error resulted in overpayment of the permit fee, the amount of overpayment may be refunded.

104.2.4 **Fees-Partially completed work.**

A. Where permits expire and the work has not been completed and a new permit is subsequently issued for the completion of the work, the fee for the new permit shall be a percentage of the amount of the fee in effect at the time of issuance of the new permit.

Completed Inspections	**Percent of Permit Fee**
1. If no inspections have been made.	30
2. If rough inspection has been made.	15

B. The fee determined by the foregoing shall be rounded to the nearest dollar.

FINDING: Administrative – finding not required.

5.08.080 Section 104.10, Requests for Alternative Means of Protection-Amended.
Section 104.10. is amended to read as follows:

104.10 **Requests for Alternative Means of Protection.** Requests for approval to use an alternative material, assembly or materials, equipment, method of construction, method of installation of equipment, or means of protection shall be made in writing to the Fire Code Official by the owner or owner's authorized representative and shall be accompanied by a full statement of the conditions. Sufficient evidence of proof shall be submitted to substantiate any claim that may be made regarding its conformance. The Fire Code Official may require tests and the submission of a test report from an approved testing organization to substantiate the equivalency of the proposed alternative means of protection.

Approval of a request for the use of an alternative material, assembly or materials, equipment, method of construction, method of installation of equipment, or means of protection shall be limited to the particular case covered by the request and shall not be construed as establishing any precedent for any future request.

FINDING: Administrative – finding not required.

5.08.090 Section 112 Means of Appeals-Amended.
Section 112 is amended to read as follows:

112.1 **Board of Appeals-Established.**

A. Any person aggrieved with the decision of the Fire Chief in connection with the application or interpretation of this Code or an approval of alternative materials or methods of construction may appeal to the City Council. Such appeal shall be in writing and filed with the City Clerk within ten (10) days.

B. The City Council may, after hearing, interpret any provision of this Code.

C. The City Council may after hearing, vary the application of this Code in any specific cases when, in its opinion, the enforcement thereof would be contrary to the spirit and purpose of this Code or public interest. The City Council in granting a variance may impose requirements or conditions to mitigate any adverse effects that may result from granting the grievance.

D. In making such interpretation or granting any variance, the City Council shall make the following findings:

1. That the interpretation or variance is consistent with the purpose of this Code;
2. That the interpretation or variance will not lessen the protection to the people of the City and the property situated therein.

E. The City Council may approve alternate materials or methods of construction by overruling the decisions of the Fire Chief. In approval of any alternate materials or methods of construction, the City Council shall make findings that the material, method or work proposed is for the purpose intended, at least equivalent of that prescribed by this Code in quality, strength effectiveness, fire resistance, durability, dimensional stability and safety.

F. The City Council may appoint a Board of Appeals to hear a specific appeal. The Board of Appeals shall consist of five (5) members qualified by training and experience to pass on matters pertaining to the subject matter of the appeal. The Board of Appeals shall have the same authority and duties as the City Council in interpreting this Code, granting variances, or approving alternate materials or methods of construction. The Fire Chief shall be an ex officio member of the Board of Appeals and shall act as secretary to the Board. The Board of Appeals shall adopt reasonable rules and regulations for conducting its hearings and investigations.

G. The decision of the City Council or Board of Appeals shall be final.

FINDING: Administrative – finding not required.

5.08.100 Section 114 Stop Work Order-Amended.
Section 114.1.1 is added to read as follows:

114.1.1 Stop Work Order. Whenever any installation of fire protection devices covered by this Code is concealed without first having been inspected, the Fire Chief may require, by written notice, that such work shall be exposed for inspection. Whenever any construction or installation work is being performed in violation of the plans and specifications as approved, a written notice shall be issued to the responsible party to stop work on that portion of the work which is in violation.

The notice shall state the nature of the violation, and no work shall be done on that portion of the project until the violation has been corrected.

Where work for which a permit is required by this Chapter is started or proceeds prior to obtaining such permit, a penalty fee, in addition to the permit fee, shall be assessed as follows:

Violation within two-year period	Penalty Fee
First	Equal to the permit fee
Second	Double the permit fee
Third and subsequent	Ten times the permit fee

The payment of such penalty fee shall not relieve any person from fully complying with all of the provisions of this Chapter.

FINDING: Administrative – finding not required.

5.08.110 Chapter 2 Definitions-Amended.
Chapter 2 is amended by adding the following definitions to Section 202:

Section 202 General Definitions.

City Council shall mean the governing body of the City of Dublin.

City Manager shall mean the City Manager of the City of Dublin or his or her designee.

Fire Trail means a graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires.

Fuel break means a wide strip or block of land on which the vegetation has been permanently modified to a low volume fuel type so that fires burning into it can be more readily controlled.

FINDING: These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code. In addition, these modifications will make Chapter 5.08 consistent with Chapters 7.28, 7.32 and 7.34 of the Dublin Municipal code. Definitions clarify the title of Fire Chief and City Council as specific to the City of Dublin. These modifications will provide guidelines for Fire Department access locations and roadway preparation. The modifications also provide specific language to ensure adequate access to fire hydrants and fire appliances.

5.08.120 Section 503.2.9 Specifications-Added.
Section 503.2.9 is added to read as follows:

503.2.9 Fire and Emergency Access Roads approved for construction sites shall be designed to meet the requirements of Section 503.2. The access shall be approved by the Fire Department prior to commencement of combustible storage or vertical combustible construction on the site.

FINDING: **This modification is necessary to adopt the most current State standard and to clarify specific areas of the code. In addition, these modifications will make Chapter 5.08 consistent with Chapters 7.28, 7.32 and 7.34 of the Dublin Municipal code. These modifications will provide guidelines for Fire Department access locations and roadway preparation. The modifications also provide specific language to insure adequate access to fire hydrants and fire appliances.**

5.08.130 Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 – Deleted; 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3 Amended; and 903.2.2.3, 903.2.8 Exception 5, 903.2.8 Exception 6 and 903.2.30 -Added.

Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 are deleted; Sections 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3, are amended to read as follows; and Sections 903.2.2.3, 903.2.5 Exception 5, 903.2.8 Exception 6 and 903.2.30 are added to read as follows:

903.2.1.1 **Group A-1 Occupancies.**

1. The fire area exceeds 3,000 square feet (279 m²).

903.2.1.2 **Group A-2 Occupancies.**

1. The fire area exceeds 3,000 square feet (279 m²).

903.2.30.3 **Group A-3 Occupancies.**

1. The fire area exceeds 3,000 square feet (279 m²).

903.2.30.3 **Group A-4 Occupancies.**

1. The fire area exceeds 3,000 square feet (279 m²).

903.2.2 **Group B Occupancies.**

An automatic fire-extinguishing system shall be provided for Group B occupancies as required in Sections 903.2.2.1, 903.2.2.2 and 903.2.2.3.

903.2.2.3 The fire area exceeds 3,000 square feet (279 m²).

903.2.30 **Group E Occupancies.**

1. Throughout all Group E fire areas greater than 3,000 square feet (279 m²).

903.2.4 **Group F Occupancies.**

An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

903. A Group F fire area exceeds 2,500 square feet (232 m²).

903.2.7 **Group M Occupancies.**

1. A Group M fire area exceeds 2,500 square feet (232 m²).

903.2.8 Exceptions 5 **Group R Occupancies.**

5. Accessory Dwelling Unit, provided that all of the following are met:
   - 5.1 The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 66313.
   - 5.2 The existing primary residence does not have automatic fire sprinklers.
   - 5.3 The accessory dwelling unit does not exceed 1,200 square feet in size.
   - 5.4 The unit is on the same lot as the primary residence.

903.2.8 Exceptions 6 **Group R Occupancies.**

The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing principal residence or multifamily building. *(Government Code Sections 66314(d)(12) and 66323 (d).*

903.2.9 **Group S Occupancies.**

An automatic sprinkler system shall be installed in all Group S occupancies as follows:

1. The fire area exceeds 2,500 square feet (232 m²);
2. Buildings with repair garages servicing vehicles parked in basements.
3. A Group S fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4m^2).

903.2.11.3 **Buildings Three Or More Stories in Height.**

An automatic sprinkler system shall be installed in all occupancies, regardless of type of construction, if the building is three or more stories or more than 35 feet in height measured from the pad grade level to the highest point of the building. An automatic sprinkler system shall be installed in all other occupancies as may be required by the California Building and Residential Code.

903.2.30 **All Occupancies.**

An automatic fire-extinguishing system shall be installed in all occupancies located more than one and one half (1½) miles from a fire station providing fire protection to that location. Said distance shall be measured in a straight line.

Buildings containing portions which are required to have an automatic fire extinguishing system because of the number of stories shall have the automatic fire extinguishing system installed throughout and fire walls as set forth in Section 706 shall not be considered as creating separate buildings for the purpose of this section.

Whenever an addition is made to an existing building, automatic fire-extinguishing systems shall be installed if the existing building plus the addition exceeds the area or height limitations set forth in this section. Whenever the use of an existing building or portion thereof is changed in any manner so as to require the installation of an automatic fire-extinguishing system, said system shall be installed in that portion of the building housing the new use.

(Sections 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 are deleted)

FINDING: The amendment is needed due to local climatic and topographical conditions.

These modifications are necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

5.08.140 Section 903.6-Amended; Sections 903.6.1 and 903.6.2-Added.

Section 903.6 is amended, and Section 903.6.1 and 903.6.2 are added to read as follows:

903.6 **Existing Buildings.** All changes of occupancy classification in existing buildings shall comply with the requirements contained in Section 903.2 of this Code and Table 506.2 of the California Building Code.

903.6.1 When an addition to an existing building causes the total square footage of the building to exceed the maximum floor area specified in Table 506.2 of the California Building Code, fire sprinklers shall be installed throughout the entire building. Addition or alteration that removes 50% or more of the existing exterior walls of a building shall be considered a new building for the purposes of Section 903.

903.6.2 Existing buildings which do not conform to Current Building Code or Fire Code requirements may be required to install an automatic fire extinguishing system when an interior alteration or remodeling occurs, regardless of whether the floor area is increased or use changed. It shall be the responsibility of the Fire Code Official and the Building Official to evaluate the work being performed, non-complying features, and determine if an automatic fire extinguishing system will be required.

FINDING: The amendment is needed due to local climatic and topographical conditions.

These modifications are necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

5.08.150 Section 907.1-Amended; Sections 907.11, 907.11.1, 907.11.2 and 907.11.3-Added.

Section 907.1 is amended and Sections 907.11, 907.11.1, 907.11.2 and 907.11.3 are added to read as follows:

907.1 **General.** This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of

Section 907.9 are applicable to existing buildings and structures. In the event of a conflict between this section and the provisions of Chapter 5.20 of the Dublin Municipal Code, the provisions of this section shall control.

907.11 **False Alarms**.

907.11.1 **Excessive False Alarms.** Malfunctions, or mechanical trip of any sprinkler alarm or other fire protection or detection system resulting in an alarm and emergency dispatch of the Fire Department shall be subject to a false alarm charge as established by this Code.

Exception: During a thirty (30) day period following the installation of any new fire alarm system, the Fire Chief shall determine if the false alarms emanating from said new installation are excessive.

907.11.2 **Charges.** After the initial thirty (30) day period following the installation of a new system, two (2) false alarms within a consecutive ninety (90) day period shall be deemed excessive and will be charged as false alarms.

907.11.3 **False Alarm charges are as follows:**

1st false alarm -	Warning Letter
2nd false alarm in any 90 day period-	$100.00
3rd and subsequent false alarms in any 90 day period-	$200.00

FINDING: **These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code. In addition, these modifications will make Chapter 5.08 consistent with Chapters 7.28, 7.32 and 7.34 of the Dublin Municipal Code.**

5.08.170 Section 5601.1.3 Fireworks-Amended.
Section 5601.1.3 is amended to add a fifth exception as follows:

5. The sale, use and discharge of fireworks are allowed in accordance with Chapter 5.24 of the Dublin Municipal Code.

FINDING: **This modification is necessary to adopt the most current State standard and to clarify specific areas of the code. In addition, these modifications will make Chapter 5.08 consistent with Chapters 7.28 and 7.32 of the Dublin Municipal code.**

5.08.220 New Materials, Processes or Occupancies which may Require Permits.
The City Manager, the Fire Chief and the Fire Code Official shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those enumerated in the 2022 California Fire Code. The Fire Code Official shall post such list in a conspicuous place at the Dublin Civic Center and distribute copies thereof to interested persons.

FINDING: Administrative – finding not required.

5.08.230 Section 112.4 Violation penalties-Amended

Section 112.4 Violation Penalties is amended to read as follows:

112.4 Violation penalties.

A. Any person who violates any provisions of the 2022 California Fire Code as adopted and amended herein or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specification or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or fails to comply with such an order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the required time, shall severally for each such violation and noncompliance, respectively, be guilty of an infraction.

B. Any person convicted of an infraction under the provisions of this Ordinance shall be punished upon a first conviction by a fine of not more than one hundred dollars ($100), and for a second conviction within a period of one (1) year by a fine of not more than two hundred dollars ($200), and for a third or any subsequent conviction within a one (1) year period by a fine of not more than five hundred dollars ($500). Any violation beyond the third conviction within a one (1) year period may be charged by the District Attorney as a misdemeanor and the penalty for conviction of the same shall be a fine or imprisonment, or both, not to exceed the limits set forth in the California Penal Code Section 19.

C. At the discretion of the Fire Chief, any such violation constituting an infraction under this Ordinance may, instead, be charged and prosecuted as a misdemeanor, punishable by a fine or imprisonment, or both, not to exceed the limits set forth in California Penal Code Section 19.

D. In addition to the penalties provided in this section, any condition caused or permitted to exist in violation of any of the provisions on this Ordinance shall be deemed a public nuisance and may be summarily abated by the City as such.

E. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provisions of this Ordinance is committed, continued or permitted by such person and shall be punishable accordingly.

F. The Fire Chief shall have the power to designate by written order that particular officers or employees shall be authorized to enforce particular provisions of this Ordinance. Officers or employees so designated shall have the authority to cite or arrest persons who violate any of said provisions.

FINDING: Administrative – finding not required.

2. California Building Code.

7.32.010 Title.
The building codes adopted by section 7.32.030 and the provisions of this Chapter shall constitute the Dublin Building Code and may be referred to as such.

FINDING: Administrative – finding not required.

7.32.020 Purpose.
The promotion and preservation of the public health, safety and general welfare of the people of the City and the property situated therein have made necessary the adoption of the building codes referred to in Section 7.32.030 in order to adequately safeguard life, health, property, and general welfare. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

FINDING: Administrative – finding not required.

7.32.030 Adoption of Building Codes.
A. The 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Building Code, 2024 Edition, including Appendix Chapters, F, G, H, and I, , as published by the International Code Council, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IBC") are hereby adopted and incorporated by reference herein.

The codes and standards referenced in this code shall be considered part of this code to the prescribed extent of each such reference. Where the extent of the
reference to a referenced code or standard includes subject matter that is within the scope of this code or the Mechanical, Plumbing, Housing, Fire or Energy Codes, the provisions of these codes as applicable, shall take precedence over the provisions in the referenced code or standard.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.32.030.A, the State Code and the International Building Code are amended as set forth in Sections 7.32.110 through 7.32.300.

FINDING: Administrative – finding not required for all except appendix chapters
Appendix Chapters findings
Appendix Chapter F – rodent proofing
This modification is necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional

drought. These climate issues bring rodents from the fields into the housing stock to find water and food in the dry portion of the year and shelter in the rainy season.

Appendix Chapter G flood resistant construction
This modification is necessary because the City of Dublin is a densely populated area having buildings and structures constructed near and within flood prone areas. The City codes require a definition for Substantial Damage and Substantial Improvement that includes repetitive loss and repetitive flood damage. Local climatic and topographical conditions include an average yearly rainfall, which tends to be concentrated from October to April.

Appendix Chapter H signs
The amendment is needed due to local climatic and topographical conditions. This modification was necessary due to the City of Dublin's basic wind speed requirement relating to the high winds described in Section A of these Findings.

Appendix Chapter I, this appendix chapter is adopted by the State and therefore is not required to have findings.

7.32.040 Scope.

A. The provisions of this Code shall apply to the installation, erection, construction, enlargement, addition to, alteration, repair, relocation, removal, demolition, conversion, replacement, equipment, use and occupancy, location, replacement, and maintenance of every building or structure or any appurtenances connected or attached to such buildings or structures within the City.

B. The permissive provision of this Code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property, or public welfare.

C. Buildings shall be made accessible to persons with disabilities as required by Title 24 California Code of Regulation. Whenever there is a conflict between the provisions of this Code and Title 24, California Code of Regulations with respect to the accessibility of buildings to persons with disabled, the provisions of Title 24 shall prevail.

FINDING: Administrative – finding not required.

7.32.050 Exceptions.

The provisions of this Code shall not apply to:

A. Work located in a public street;

B. Trailer coaches, campers, mobile homes, motor vehicles, railroad cars, and aircraft; however, if any of the foregoing are permanently placed on the ground or have their wheels removed for other than temporary repairs, they shall comply with all of the provisions of this Code;

C. Houseboats or other watercraft; however, if any of the forgoing are stored out of the water and are used for any purpose whatsoever, they shall comply with all of the provisions of this Chapter;

D. Towers or poles supporting communication lines or power transmission lines;
E. Dams, flood control and drainage structures;
F. Portable amusement devices and structures, including merry-go-rounds, ferris wheels, rotating conveyances, slides, similar devices, and portable accessory structures whose use is necessary for the operation of such amusement devices and structures but not including any storage building or detached structure which is not an integral part of the device.
G. Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the Residential Code.

FINDING: Administrative – finding not required.

7.32.060 Additions, alterations and repairs-Generally.
Buildings or structures to which additions, alterations, or repairs are made shall comply with all the requirements of this Code for new buildings or structures except as specifically provided for in this section and Sections 7.32.070 through 7.32.100.

FINDING: Administrative – finding not required.

7.32.070 Additions, alterations and repairs-Code compliance.
Additions, alterations or repairs may be made to any building or structure without requiring the existing building or structure to comply with all the requirements of this Code, provided the addition, alteration or repair conforms to that required for a new building or structure. Additions or alterations shall not be made to an existing building or structure which will cause the existing building or structure to be in violation of any of the provisions of this Code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate egress in compliance with the provisions of this Code or will obstruct existing exits; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life. Any building so altered, which involves a change in use or occupancy, shall not exceed the height, number of stories and area permitted for new buildings. Any building plus new additions shall not exceed the height, number of stories and area specified for new buildings. Additions or alterations shall not be made to an existing building or structure when such existing building or structure is not in full compliance with the provision of this Code.

FINDING: Administrative clarification of the codes– finding not required.

7.32.080 Alterations and repairs-Apartment houses, hotels and dwellings.
A. The provisions of Section 7.32.070 shall not prohibit the alteration or repair of any legally established existing apartment house, hotel, dwelling or structure accessory thereto which retains, replaces or extends the use of the original materials or continued use of original methods of construction provided such alteration or repair does not create or continue a dangerous building as defined in Section 7.28.220, a substandard building as defined in Section 7.28.090 of the Dublin Municipal Code. However, such alteration or repair shall not reduce any required fire resistance below that specified by this Code, reduce the resistance to lateral forces

below that specified by this Code, or increase the stress or deflection of any member so as to exceed that specified by this Code.
B. The provisions of Section 7.32.070 pertaining to additions shall not require any legally existing apartment house, hotel, dwelling, or structure accessory thereto to be made to conform to the provisions of this Code solely because of the construction of the addition. However, this section shall not be construed to permit the addition to increase the stress or deflection of any existing member so as to exceed that specified by the building code. Whenever an addition increases the number of occupants which must exit through the existing building all of the exit facilities serving the increased number of occupants shall comply with the provisions of this Code.
C. Whenever a new dwelling unit is created either by new construction, or by an alteration to an existing building, separate gas and electrical meters shall be provided.

FINDING: Administrative – finding not required.

7.32.090 Additions-Apartment houses, hotels and dwellings.
Notwithstanding the provisions of Section 7.28.240 whenever alterations, repairs, or additions requiring a permit or one (1) or more sleeping rooms are added or created in existing Group R Occupancies, the entire building shall be provided with smoke alarms and carbon monoxide alarms located as required for new Group R Occupancies.

Furthermore, spark arrestors shall be installed on all chimneys connected to solid burning fuel-burning appliances.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

7.32.100 Repair of roof covering.
Roof coverings may be repaired or replaced with materials as set forth in Section 7.32.180.

FINDING: Administrative – finding not required.

7.32.110 Chapter 1 Division II, Administration-Deleted.
Chapter 1 Division II is deleted.

FINDING: Administrative – finding not required.

7.32.120 Section 202, Chapter 2, Definitions of Substantial Damage and Substantial Improvement – Added.
The definitions of “Substantial Damage” and “Substantial Improvement” in Section 202 of the State Code are amended to read as follows:

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement. Any one or more or any combination of repair, reconstruction, rehabilitation, alterations, addition or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to January 1, 2023. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, included either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification is necessary because the City of Dublin is a densely populated area having buildings and structures constructed near and within flood prone areas. The City codes require a definition for Substantial Damage and Substantial Improvement that includes repetitive loss and repetitive flood damage. Local climatic and topographical conditions include an average yearly rainfall, which tends to be concentrated from October to April.

7.32.125 Section 310.1.1, Chapter 3, Accessory Dwelling Unit Occupancy – Added.
Section 310.1.1 is added to read:

310.1.1 Accessory Dwelling Unit Occupancy. Construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the building code, unless the Building Official makes a written finding based on substantial evidence in the record that the construction of the accessary dwelling unit could have a specific, adverse impact on public health and safety. Nothing in this paragraph shall be interpreted to prevent the Building Official from changing the occupancy code of a space that was unhabitable or was only permitted for non-residential use and was subsequently converted for residential use pursuant to *Government Code Section 66314.(d)(8).*

FINDING: The amendment is required to be consistent with *Government Code Section 66314.(d)(8).*

7.32.130 Sections 502.2.1, 502.2.2, 502.2.3, 502.2.4, Chapter 5, Address illumination – Added.

Sections 502.2.1, 502.2.2, 502.2.3, 502.2.4 are added to read:

502.2.1 The address number(s) shall be illuminated during the hours of darkness. The light source shall be provided with an uninterruptible AC power source or controlled by a photoelectric device.

502.2.2 Exterior doors in commercial tenant space numbers shall be addressed as required in section 502.1. Exception, dual doors may have the addresses on one door or centered above the doors. In addition, all rear doors or service doors will have the name of the business in 4-inch-high lettering.

502.2.3 No other number may be affixed to a structure that might be mistaken for, or confused with, the number assigned to the structure.

502.2.4 The assigned address, including the suite number, shall be displayed on all electric meters in accordance with utility company standards.

FINDING: The amendment is needed due to local geological and topographical conditions.

These modifications are necessary due to the topographical nature of the City and the easy access to freeways described in Section A of these Findings. In light of said conditions, it is necessary to adopt these requirements to enhance crime prevention. Additionally, this will bring the code into conformance with the City of Dublin Police Department requirements.

7.32.140 Section 507.14, Chapter 5, Frontage Restriction-Added.

A new Section 507.14 is added to read:

507.14 Frontage Restriction. The increase in area permitted by Sections 506.3, 507.1 through 507.13 of this Section shall not be allowed unless or until the owner of the required yard shall file an agreement binding such owner, his heirs, and assignees, to set aside the required yard as unobstructed space having no improvements. Such agreement shall be recorded in the Alameda County Recorder's Office.

Exception: When using the public way for frontage increase.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

7.32.150 Section 706.1, Chapter 7, Fire Walls-Amended.

Section 706.1 is amended by adding a new subsection 706.1.3 to read:

706.1.3 Fire walls shall not be considered to create separate buildings for the purpose of automatic fire-sprinkler system requirements as set forth in Chapter 9.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification is necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

7.32.180 Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 – Deleted; 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3 Amended; and 903.2.2.3, 903.2.8 Exception 5, 903.2.8 Exception 6 and 903.2.30 -Added.

Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 are deleted; Sections 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3, are amended to read as follows; and Sections 903.2.2.3, 903.2.8 Exception 5, 903.2.8 Exception 6 and 903.2.30 are added to read as follows:

903.2.1.1 **Group A-1 Occupancies.**

2. The fire area exceeds 3,000 square feet (279 m²).

903.2.1.3 **Group A-2 Occupancies.**

2. The fire area exceeds 3,000 square feet (279 m²).

903.2.1.3 **Group A-3 Occupancies.**

2. The fire area exceeds 3,000 square feet (279 m²).

903.2.1.4 **Group A-4 Occupancies.**

2. The fire area exceeds 3,000 square feet (279 m²).

903.2.2 **Group B Occupancies.**

An automatic sprinkler system shall be provided for Group B occupancies as required in sections 903.2.2.1, 903.2.2.2 and 903.2.2.3.

902.2.2.3. The fire area exceeds 3,000 square feet (279 m²).

903.2.3 **Group E Occupancies.**

2. Throughout all Group E fire areas greater than 3,000 square feet (279 m²).

903.2.4 **Group F Occupancies.**

An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. A Group F fire area exceeds 2,500 square feet (232 m²).

903.2.7 **Group M Occupancies.**

1. A Group M fire area exceeds 2,500 square feet (232 m²).

903.2.8 **Exceptions 5 Group R Occupancies.**

5. Accessory Dwelling Unit, provided that all of the following are met:

5.1 The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 66313.

5.2 The existing primary residence does not have automatic fire sprinklers.

5.3 The accessory dwelling unit does not exceed 1,200 square feet in size.

5.4 The unit is on the same lot as the primary residence.

903.2.8 **Exceptions 6 Group R Occupancies.**

The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing principal residence or multifamily building. *(Government Code Sections 66314(d)(12) and 66323 (d).*

903.2.9 **Group S Occupancies.**

An automatic sprinkler system shall be installed in all Group S occupancies as follows:

4. The fire area exceeds 2,500 square feet (232 m²);
5. Buildings with repair garages servicing vehicles parked in basements.
6. A Group S fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m^2)

903.2.11.3 **Buildings Three Or More Stories in Height.**

An automatic sprinkler system shall be installed in all occupancies, regardless of type of construction, if the building is three or more stories or more than 35 feet in height measured from the pad grade level to the highest point of the building. An automatic sprinkler system shall be installed in all other occupancies as may be required by the California Building and Residential Code.

903.2.30 **All Occupancies.**

An automatic fire-extinguishing system shall be installed in all occupancies located more than one and one half (1½) miles from a fire station providing fire protection to that location. Said distance shall be measured in a straight line.

Buildings containing portions which are required to have an automatic fire extinguishing system because of the number of stories shall have the automatic fire extinguishing system installed throughout and fire walls as set forth in Section 706 shall not be considered as creating separate buildings for the purpose of this section.

Whenever an addition is made to an existing building, automatic fire-extinguishing systems shall be installed if the existing building plus the addition exceeds the area or height limitations set forth in this section. Whenever the use of an existing building or portion thereof is changed in any manner so as to require the installation of an automatic fire-extinguishing system, said system shall be installed in that portion of the building housing the new use.

(Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 are deleted)

FINDING: The amendment is needed due to local climatic and topographical conditions.

These modifications are necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

Addition of Sections 903.2.8 Exception 5 and 6 are added to be consistent with *Government Code Sections 66314(d)(12) and 66323(d).*

7.32.190 Section 1505.1, Chapter 15, Fire Classification-Amended.
Section 1505.1 is amended to read:

1505.1 General. Roof Assemblies shall be divided into the classes defined below. Class A, B, and C roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2898. The minimum roof coverings installed on buildings shall comply with the following:

1. **Map of Fire Safe Roof Areas.** Figure 15-1* is a map of Fire Safe Roof areas. Said map may be amended from time to time by including areas which are annexed to the City within one of the two roofing areas. Said amendments may be made by the Building Official after consultation, with the Chief of the Fire Department having jurisdiction.

2. **Roofing Area 1.** Any new roof and any alteration, repair or replacement for buildings housing R & U occupancies in Roofing Area 1 shall use roof covering material that conforms to Class B or better or shall be made of concrete, ferrous or copper metal, clay, slate or similar non-combustible material.

3. **Roofing Area 2.** Any new roof for buildings using roof covering material that conforms to Class C or better or shall be made of concrete, ferrous or copper metal, clay, slate or similar non-combustible material.

4. **Other Occupancies.** Any new roof covering and any alterations, repairs or

replacement of roof covering material for buildings housing all other occupancies shall conform to the requirements as set forth in Roofing Area 1.

* Editor's Note: Figure 15-1 is on file in the office of the City Clerk.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, The area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

7.32.200 Table 1607.1, Chapter 16, Minimum Uniformly Distributed Live Loads, L_o, and Minimum Concentrated Live Loads -Amended.

Table 1607.1 is amended by adding a new Footnote e to read:

e. Bridges for vehicular traffic shall be designed for H20 loading as designated by the American Association of State Highway Officials.

FINDING: The amendment is needed due to local geological, climatic and topographical conditions.

This modification was necessary because bridges were not addressed by the Building Code. Additionally, due to the City's terrain a number of bridges and overpasses may be required.

7.32.210 Section 1705.3 Exception 1, Chapter 17, Concrete Construction – Amended.

Section, 1705.3 Exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

FINDING: The amendment is needed due to local geological conditions.

Results from studies after the 1994 Northridge earthquake indicated that a lot of the damage was attributable to the lack of quality control during construction and therefore needs to be incorporated into the Code. Revise CBC Section 1705.3 exception No. 1 to allow special inspection not to be required for isolated spread footings where the structural design of the footing is based on a specified compressive strength, f'c no greater than 2,500 psi.

7.32.220 Section 1905.6.2 Seismic Design Categories C, D, E and F—Amended.

Section, 1905.6.2 Seismic Design Categories – Amended

Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:
(1) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
Exception:
In detached one- and two-family dwelling three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.
(2) Plain concrete footing supporting walls are permitted, provided the footings have no fewer than two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. Not fewer than one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

FINDING: **The amendment is needed due to local geological, climatic and topographical conditions.**

This amendment addresses the problem of poor performance of plain or under reinforced concrete footings during a seismic event. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) and the Los Angeles City Joint Task Force that investigated the poor performance of plain and under-reinforced concrete footings observed in the 1994 Northridge earthquake.

The San Francisco Bay area region is densely populated and/or located in an area of high seismic activities as indicated by United States Geological Survey and California Division of Mines and Geology. Earthquake activities, including the 1989 Loma Prieta earthquake, have indicated the lack of adequate design and detailing as a contributing factor to damages that reduced the protection of the life-safety of building occupants. The City of Dublin is a densely populated area having buildings constructed near potentially active faults. The Association of Bay Area Governments (ABAG) roughly estimates the probability of a serious earthquake along the Hayward Fault as one-in-four in the next 20 years, while the USGS predict the probability of a powerful quake in the next 20 years at 72%. The proposed modification to ensure that the design of slender wall must satisfy both strength and serviceability requirements need to be incorporated into the code to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the International Building Code.

7.32.230 Table 2308.10.1, Chapter 23, Wall Bracing Requirements–Amended.
Table 2308.10.1 is amended by adding new footnotes “f” and “g” to read:

f. Methods PBS, HPS, and SFB are not permitted in Seismic Design Category D and E.

g. Methods GB, DWB and PCP are not permitted in Seismic Design Category E.

FINDING: **The amendment is needed due to local geological conditions.**

This amendment addresses the problem of poor performance of wall bracing materials in high seismic areas. Shear walls sheathed with lath, plaster or gypsum board are less ductile than plywood shear walls. The poor performance of such shear walls in the 1994 Northridge earthquake was investigated by the Structural Engineers Association of Southern California (SEAOSC) with the Los Angels City Task Force and formed the basis for this amendment. This amendment is consistent with shear wall restrictions by the American Wood Council (Section 4.3.47 SDPWS) and ICC ESR-1338 for Gypsum Board.

7.32.240 Section 2308.6.10.9, Attachment of Sheathing-Amended.

Section 2308.6.10.9, is amended by adding a second paragraph:

All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inches (6096 mm) intervals along the top plate of discontinuous vertical framing.

FINDING: **The amendment is needed due to local geological, climatic and topographical conditions.**

The San Francisco Bay area region is densely populated and/or located in an area of high seismic activities as indicated by United States Geological Survey and California Division of Mines and Geology. Earthquake activities, including the 1989 Loma Prieta earthquake, have indicated the lack of adequate design and detailing as a contributing factor to damages that reduced the protection of the life-safety of building occupants. The City of Dublin is a densely populated area having buildings constructed near potentially active faults. The Association of Bay Area Governments (ABAG) roughly estimates the probability of a serious earthquake along the Hayward Fault as one-in-four in the next 20 years, while the USGS predict the probability of a powerful quake in the next 20 years at 72%. The proposed modification to ensure that the design of slender wall must satisfy both strength and serviceability requirements need to be incorporated into the code to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the International Building Code.

7.32.250 Section 3116.1, Chapter 31, Prohibited Installations-Added.

A new Section 3115.1 is added to read:

3116.1 Prohibited Installations. It shall be unlawful to install a wood burning fireplace or wood burning appliance that is not one of the following:

1) Pellet-fueled wood heater,
2) EPA certified wood heater,
3) Fireplace certified by EPA

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because fireplaces and wood stoves generate 40 percent of the particulate matter in the Bay Area during the winter months. Of greater concern are the fine particles, which can lodge deep in the lungs causing permanent lung damage and increasing mortality. Burning wood also generates carbon monoxide, nitrogen dioxide, volatile organic and toxic air pollutants.

7.32.260 Section 3203, Chapter 32, Signs-Added.

A new Section 3203 is added to read:

3203 Signs. Signs when placed flat against the wall of a building shall not project beyond the front property line more than 12 inches (305mm).

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary due to the City of Dublin's basic wind speed requirement relating to the high winds described in Section A of these Findings.

7.32.270 Section H101.2, Signs exempt from permits -Deleted.

Section H101.2 is deleted.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary due to the City of Dublin's basic wind speed requirement relating to the high winds described in Section A of these Findings.

7.32.280 Section 1010, Appendix Chapter 10, Building security – Added.

Appendix Chapter 10 is added to read:

Section 1010 building security shall be in accordance with the *Uniform Building Security Code* in addition to the following:

* *Editor's Note: See Chapter 7.34 Residential Code for single family or townhouse requirements.*

(A) Addressing**.** All buildings shall be addressed as follows:

(1) Walkways serving six (6) or more individual units where the front entrance is not parallel to the street and driveways servicing six (6) or more individual dwelling units shall have minimum of 4-inch-high identification numbers, noting the range of unit numbers placed at the entrance to each driveway at a height between thirty-six (36) and forty-two (42) inches above grade. The address numbers shall be illuminated during the hours of darkness. The light source shall be provided with an uninterruptible AC power source or controlled only by a photoelectric device.

(2) There shall be positioned at each street entrance of a multi- family complex having more than one structure, an illuminated diagrammatic representation (map) of the complex that shows the location of the viewer and the unit designations within the complex. It shall be lighted during the hours of darkness utilizing a light source, which is constructed of weather and vandal resistant materials and provided with an uninterruptible AC power source or controlled by a photoelectric device. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.

(3) If the building is adjacent to an alley, the number shall also be placed on or adjacent to the rear gate accessing the alley. Any building with vehicular access to the rear through a public or private alley shall display, in a clearly visible location, a highly reflective or illuminated address number a minimum of four (4) inches in height.

(4) Where more than one (1) building is accessed by a common street entrance or there are multiple buildings on the same lot, each principal building shall display the number or letter assigned to that building on each corner of the building, as determined by the Building Official. These numbers shall be made visible during the hours of darkness. The street name may also be required when there is a secondary street frontage.

(5) Addressing shall not be obstructed by architectural structures such as trellises, arbors, balconies, light fixtures and or landscaping.

(6) In Commercial Day Care or Education facilities, all interior and exterior doors shall be provided with a room number on the door. A map of the facilities detailing location of all rooms and their uses shall be kept on file at the facilities on-site office.

(B) **Exterior Openings.** Exterior opening shall be as follows:

(1) Swinging exterior wood and steel doors shall be equipped as follows:

(a) A single or double door shall be equipped with a double- or single-cylinder deadbolt. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a cylinder guard, a minimum of five pin tumblers and shall be connected to the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter. The provisions of this paragraph do not apply where: (a) panic hardware is required, (b) conflicts with emergency egress requirements of the building and fire codes or (C) an equivalent device is approved by the authority having jurisdiction.

(b) Doorstop on a wooden jamb for an in-swing door shall be of one-piece construction with the jamb joined by a rabbet.

(c) For the purpose of this section, doors leading from garage areas into a dwelling are exterior doors.

(2) Double doors shall be equipped as follows:

(a) The inactive leaf of double door(s) shall be equipped with metal flush bolts that have a minimum embedment of five-eighths (5/8) inch into the head and threshold of the doorframe.

(b) Double doors shall have an astragal constructed of steel a minimum of .125 inch thick, which will cover the opening between the doors. The astragal shall be a minimum of two (2) inches wide and extend a minimum of one (1) inch beyond the edge of the door to which it is attached. The astragal shall be attached to the outside of the active door by means of welding or with non-removable bolts spaced apart on not more than ten (10) inch centers. (The door to which such an astragal is attached must be determined by the fire safety codes adopted by the enforcing authority.)

(3) Aluminum frame swinging doors shall be equipped as follows:

(a) The jamb on all aluminum frame-swinging doors shall be so constructed or protected to withstand 1,600 pounds of pressure in both a vertical distance of three (3) inches and a horizontal distance of one (1) inch each side of the strike, to prevent violation of the strike.

(b) A single or double door shall be equipped with a double cylinder deadbolt with a bolt projection exceeding one (1) inch, or a hook shaped or expanding dog bolt that engages the strike sufficiently to prevent spreading. The deadbolt lock shall have a minimum of five pin tumblers and a cylinder guard.

(4) Panic hardware, whenever required by the California Building Code or Title 19, California Administration Code, shall be installed as follows:

(a) Panic hardware shall contain a minimum of two (2) locking points on each door; or

(b) On single doors, panic hardware may have one locking point, which is not to be located at either the top or bottom frame. The door shall have an astragal constructed of steel .125 inch thick, which shall be attached with non-removable pins to the outside of the door. The astragal shall extend a minimum of six (6) inches vertically above and below the latch of the panic hardware. The astragal shall be a minimum of two (2) inches wide and extend a minimum of one (1) inch beyond the edge of the door to which it is attached.

(c) Double doors containing panic hardware shall have an astragal attached to the doors at their meeting point, which will close the opening between them, but not interfere with the operation of either door. (The astragal shall not interfere with the safe operation of emergency egress).

(5) Horizontal or Sliding Doors shall be installed as follows:

(a) In commercial occupancies, horizontal sliding doors shall be equipped with a metal guide track at top and bottom and a cylinder lock and/or padlock with a hardened steel shackle which locks at both heel and toe, and a minimum five pin tumbler operation with non-removable key when in an unlocked position. The bottom track shall be so designed that the door cannot be lifted from the track when the door is in a locked position.

(b) In residential occupancies, locks shall be provided on all sliding patio doors. The lock bolt on all glass patio doors shall engage the strike sufficiently to prevent its being disengaged by any possible movement of the door within the space or clearance provided for installation and operation. The strike area shall be of material adequate to maintain effectiveness of bolt strength.

(c) Sliding patio glass doors opening onto patios or balconies which are less than one story above grade or are otherwise accessible from the outside shall have the moveable section of the door sliding on the inside of the fixed portion of the door or possess an approved secondary lock mounted on interior of moveable section.

(6) In office buildings (multiple occupancy), all entrance doors to individual office suites shall meet the construction and locking requirements for exterior doors.

(7) In commercial occupancies, windows shall be deemed accessible if less than twelve (12) feet above the ground. Accessible windows having a pane exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches and not visible from a public or private thoroughfare shall be protected with burglary resistant glazing or other approved methods as determined by the Building Official.

(8) Side or rear windows of the type that can be opened shall, where applicable, be secured on the inside with either a slide bar, bolt, crossbar, auxiliary locking device, and/or padlock with a hardened steel shackle, a minimum four pin tumbler operation.

(9) Protective bars or grills shall not interfere with the operation of opening windows if such windows are required to be operable by the California Building Code.

(10) All exterior transoms exceeding ninety-six (96) square inches on the side and rear of any building or premises used for business purposes shall be protected with burglary resistant glazing or other approved methods as determined by the Building Official.

(11) Roof openings shall be equipped as follows:

(a) All skylights on the roof of any building or premises used by business purposes shall be provided with:

(1) Rated burglary resistant glazing; or

(2) Iron bars of at least one-half (1/2) inch round or one by one-fourth (1 x ¼) inch flat steel material under the skylight and securely fastened; or

(3) Steel grills of at least one-eighth (1/8) inch material with a maximum two (2) inches mesh under the skylight and securely fastened.

(4) A monitored intrusion alarm system. The system shall be kept operable at all times. The Chief of Police may require periodic testing of the alarm system to verify proper operation.

(b) All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows:

(1) If the hatchway is of wooden material, it shall be covered on the inside with at least sixteen (16) U.S. gauge sheet metal, or its equivalent, attached with screws.

(2) The hatchway shall be secured from the inside with a slide bar or slide bolts. (Fire Department approval may be desired.)

(3) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.

(c) All air duct or air vent openings exceeding ninety-six (96) square inches on the roof or exterior walls of any building or premises used for business purposes shall be secured by covering the same with either of the following:

(1) Iron bars of at least one-half (1/2) inch round or one by one-fourth (1 x ¼) inch flat steel material spaced no more than five (5) inches apart and securely fastened; or

(2) Iron or steel grills of at least one-eighth (1/8) inch material with a maximum two (2) inch mesh and securely fastened.

(3) If the barrier is on the outside, it shall be secured with bolts which are non-removable from the exterior.

(4) The above must not interfere with venting requirements creating a potentially hazardous condition to health and safety or conflict with the provisions of the California Building Code or Title 19, California Administrative Code.

(12) Exterior roof ladders shall not be permitted.

(13) Exterior electrical or phone panels are not permitted in commercial occupancies.

(14) Separation walls for individual commercial tenant spaces housed within a common structure shall be solid with sheathing and continuous from the structure's foundation to roof or floor / ceiling assembly. If both sides of the tenant spaces are accessible, then each side shall be sheathed.

(15) Intrusion Devices.

(a) If the enforcing authority determines that the security measures and locking devices described in this Chapter do not adequately secure the building, due to special conditions, he/she may require the installation and maintenance of an intrusion device (burglar alarm system).

(C) **Landscaping.**

(1) Shrubs and ground cover shall not directly cover windows and doorways.

(2) River rock used near parking lots or buildings shall be permanently affixed.

(3) Open space and buildings shall be arranged to afford visibility and opportunity for surveillance by on-site users and passers-by.

(4) Barriers, both real and symbolic, shall be designed to afford opportunities for surveillance through the barrier.

(5) For residential development, backyard gates shall be the full height of the wall or fence adjacent and capable of being locked.

(6) For residential development, walls or fences, if installed, shall be a minimum of 6 feet in height when adjacent to any of the following:
Reverse frontage
Retention/detention areas
Parks
Commercial areas
Industrial areas
Bike paths

(D) **Lighting.** Lighting of buildings or complexes shall at a minimum be illuminated as follows:

(1) A site plan shall be provided showing buildings, parking areas, walkways, detailed landscaping and a point-by-point photometric calculation of the required light levels.

(2) All exterior entrances shall be illuminated with a uniformly maintained minimum level of one foot candle of light between ground level and 6 vertical feet within a minimum radius of 15 feet from the center of the entrance between sunset and sunrise.

(3) Postal Service “gang boxes” (group postal boxes) shall be illuminated with a uniformly maintained minimum level of one foot candle of light.

(4) Lighting of all exterior areas shall be designed to maximize surveillance and reduce conflicts with building design, mature landscaping, and to minimize glare.

(5) Open stairways shall be illuminated with a minimum maintained five-tenths (0.5) foot-candle of light in all landings and stair treads between sunset and sunrise. Enclosed stairways and enclosed common corridors shall be illuminated at all times with a minimum maintained one-foot candle of light on all landings and stair treads.

(6) Private streets, alleys, and emergency access roads shall be illuminated using the same standards as established for public thoroughfares.

(7) Aisles, passageways, pedestrian walkways and recessed areas related to and within a building, a building complex, or providing access to a building or building complex from a parking lot or right of way shall be illuminated with a minimum uniformly maintained minimum level of one foot candle of light between ground level and six vertical feet between sunset and sunrise or other methods approved by the Building Official.

(8) Open parking lot and/or carport and refuse areas shall be provided with and maintained to a minimum of one foot-candle of light on the parking surface. The Building Official may approve a lower light level, if it can be demonstrated that the lower level provides for sufficient security lighting.

(9) Covered parking lots or covered portions of parking lots shall be illuminated with a uniformly maintained minimum level of one-foot candle of light between ground level and 6 vertical feet between sunset and sunrise. Lighting shall be designed so that architectural or structural features do not obstruct the minimum light coverage.

(10) Parking structures or enclosed or partially enclosed parking lots shall be illuminated with a uniformly maintained minimum level of two-foot candles of light between ground level and 6 vertical feet between sunrise and sunset (daylight hours).

(11) Lighting fixtures shall be so arranged as to illuminate light uniformly over the parking surface and be tamper resistant.

(12) Public rest rooms, rooms identified for the general public and children's recreation areas shall be provided with emergency lighting meeting section 1006 of this Code.

All light sources required by this section shall be: (a) controlled by a photocell device or a time clock that will turn the lights on at dusk and off at dawn and (b) protected by weather and vandal resistant covers.

(E) **Garage Type (Vehicle) Doors.** Garage-type doors, which are either rolling overhead, solid overhead, swinging, sliding, or accordion style doors shall conform to the following standards:

(1) Wood doors shall have panels a minimum of five-sixteenths (5/16) inch in thickness with the locking hardware being attached to the support framing.

(2) Aluminum doors shall be a minimum thickness of .0215 inches and riveted together a minimum of 18 inches on center along the outside seams. There shall be a full width

horizontal beam attached to the main door structure which shall meet the pilot, or pedestrian access, door framing within 3 inches of the strike area of the pilot or pedestrian access door.

(3) Fiberglass doors shall have panels a minimum density of 6 ounces per square foot from the bottom of the door to a height of 7 feet. Panels above 7 feet and panels in residential structures shall have a density not less than 5 ounces per square foot.

(4) Doors utilizing a cylinder lock shall have a lock receiving point at each outer edge of the door; or, if the door does not exceed 19 feet, a single bolt may be used if placed in the center of the door with the locking point located either at the floor or door frame header.

(5) Doors with slide bolt assemblies shall have frames a minimum of .120 inches of thickness, with a minimum bolt diameter of one half (1/2) inch and protrude at least one and one half (1 ½) inches into the receiving guide. A bolt diameter of three-eighths (3/8) inch may be used in a residential building. The slide bolt shall be attached to the door with non-removable bolts from the outside. Rivets shall not be used to attach slide bolt assemblies.

(6) Padlocks used with exterior mounted slide bolts shall have a hardened steel shackle locking at both heel and toe and a minimum five pin tumbler operation with non-removable key when in an unlocked position. Padlocks used with interior mounted slide bolts shall have a hardened steel shackle with a minimum 4-pin tumbler operation.

(F) **Emergency Access**

(1) Private roads and parking areas or structures controlled by unmanned mechanical parking type gates shall provide for emergency access as follows:

Radio frequency access or by providing the gate access code for distribution to emergency responders. When an access code is to be utilized, an illuminated control box is to be mounted on a control pedestal consisting of a metal post/pipe, which shall be installed at a height of 42 inches and a minimum of 15 feet (4.6m) from the entry/exit gate. It shall be located on the driver's side of the road or driveway and accessible in such a manner as to not require a person to exit their vehicle to reach it, nor to drive on the wrong side of the road or driveway, nor to require any back-up movements in order to enter/exit the gate.

(2) Non-residential multi-tenant buildings utilizing electronic access control systems on the main entry doors, and enclosed retail shopping centers shall be provided with a means to allow for police emergency access.

(3) Pedestrian gates/doors using an electromagnetic type lock shall install a key switch within a telephone/intercom console or in a control housing, or other method approved by the Building Official that will provide for police emergency access. Options include radio frequency access or providing the gate access code for distribution to emergency responders.

(4) All lockable pedestrian gates to residential recreation areas serving 6 or more dwelling units, and gates or doors to common walkways or hallways of residential complexes where there are 4 or more dwelling units within the complex, shall provide for police emergency

access utilizing an approved key switch device or approved Knox box. The Knox box shall be installed adjacent to each gate/door, securely attaching it to a fence or wall or location approved by the Building Official.

(5) Pedestrian gate doors utilizing mechanical locks shall install a Knox box adjacent to each gate/door, securely attaching it to a fence or wall

(G) **Keying requirements**
Upon occupancy by the owner or proprietor, each single unit in a tract or commercial development, constructed under the same site development review, shall have locks using combinations that are interchange free from locks used in all other separate dwellings, proprietorships, or similar distinct occupancies.

(H) **Laundry rooms or areas:** Common area laundry rooms in multi-family complexes shall be designed and protected as follows:

(1) Entry doors shall have:
(a) A minimum six hundred (600) square inch clear vision panel in the upper half of the door, consisting of ¼" tempered glass;

(b) Automatic, hydraulic door closures;

(c) Self-locking door locks equipped with a deadlocking latch allowing exiting by a single motion and openable from the inside without the use of a key or any special knowledge or effort;

(d) Non-removable hinge pins for out-swinging doors to preclude removal of the door from the exterior by removing the hinge pins; and

(e) A latch protector consisting of minimum 0.125-inch-thick steel attached to the door's exterior by non-removable bolts from the exterior. It shall be two (2) inches wide and extend a minimum of five inches above and below the strike opening and extend a minimum of one (1) inch beyond the edge of the door. It shall have a metal anti-spread pin a minimum of one-half (1/2) inch in length.

(2) The laundry room shall be illuminated at all times with a minimum maintained one-foot candle of light at floor level, using a non-interruptible power source. There shall be no light switches inside the room that control light fixtures used to meet this lighting requirement.

(3) Any portion of an openable window which is within eight (8) feet vertically or six (6) feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair tread, platform, or similar surface, or any climbable pole or tree, or any surface providing a foothold, shall be secured as required by section 1018 of the Uniform Building Security Code.

(4) The interior of laundry rooms shall be visible from the exterior along common walking or driving surfaces. Perimeter windows and interior mirrors may be utilized to meet this

requirement. Laundry rooms are to be located in high activity areas with natural surveillance opportunities and not in remote or isolated locations.

(I) **Elevators**
Elevators shall be designed as follows:

Elevator cabs, the interiors of which are not completely visible when the door is open from a point centered on the 36 inches away from the door shall have shatter resistant mirrors or other equally reflective material so placed as to make visible the entire elevator cab from this point. The elevator cab shall be illuminated at all times with a minimum maintained 2-foot candles of light at floor level.

(J) **Stairways**
Except for private stairways, Stairways shall be designed as follows:

(1) Interior doors shall have glazing panels a minimum of 5 inches wide and 20 inches in height and meet requirements of the California Building Code.

(2) Areas beneath stairways at or below ground level shall be fully enclosed or access to them restricted.

(3) Enclosed stairways shall have shatter resistant mirrors or other equally reflective material at each level and landing and be designed or placed in such manner as to provide visibility around corners.

(K) **Parking structures.**
(1) Parking structures shall be designed to restrict unauthorized access.

(2) Outside stairwells shall be open and not obstructed from view

(3) Security telephones with monitoring capability shall be located on every level adjacent to pedestrian ingress/egress points. If pedestrian ingress/egress points are more than 200 feet but less than 300 feet apart, additional security telephones shall be located at the midpoint between pedestrian ingress/egress points. If pedestrian ingress/egress points are more than 300 feet apart, security telephones will be located at 100-foot intervals. Security telephones shall be visible from all vehicular and pedestrian ingress/egress points and identified with appropriate signage.

(4) Blind corners shall be provided with shatterproof convex mirrors to improve visibility for both operators of vehicles and pedestrians.

(5) Doors shall be labeled with signage meeting the requirements of section 501.2

(6) Parking structures shall have the ceiling area of each floor or tier painted and maintained white or other reflective color approved by the Building Official.

(L) **Other requirements**

(1) Storage Areas. Exterior storage area attached to a dwelling, apartment or condominium and enclosed by a door shall comply with this section or have a minimum 3/8" diameter hardened padlock hasp.

(2) Side Gates. Side gates shall be the full height of the adjacent fence or wall and be capable of being locked. Side gates shall be secured with a slide bolt mounted on the inside of the gate. The slide bolt shall have a bolt diameter of three-eighths (3/8) inch and protrude at least one and one-half (1 ½) inches into the receiving guide. The slide bolt shall be attached to the gate with non-removable bolts. Rivets shall not be used to attach slide bolt assemblies. The slide bolt shall be mounted at a height that is not accessible by reaching over the gate.

FINDING: The amendment is needed due to local geological and topographical conditions.

These modifications are necessary due to the topographical nature of the City and the easy access to freeways described in Section A of these Findings. In light of said conditions, it is necessary to adopt these requirements to enhance crime prevention. Additionally, this will bring the code into conformance with the City of Dublin Police Department requirements.

7.32.290 Section G101.4, Chapter Appendix G, Violations-Amended.
Section G101.4 is amended to read:

G101.4 Violations. Any violation of a provision of this appendix, or failure to comply with a permit or variance issued pursuant to this appendix or any requirement of this appendix, shall be enforced pursuant to Chapter 7.28 Dublin Municipal Code.

FINDING: Administrative – finding not required.

7.32.300 Section G101.5, Chapter Appendix G, Designation of floodplain administrator-Amended.
Section G101.5 is amended to read:

G101.5 Designation of floodplain administrator. The Building Official is designated as the floodplain administrator and is authorized and directed to enforce the provisions of this appendix. The floodplain administrator is authorized to delegate performance of certain duties to other employees of the jurisdiction. Such designation shall not alter any duties and powers of the Building Official.

FINDING: Administrative – finding not required.

3. <u>California Residential Code</u>.

7.34.010 Title.
The residential codes adopted by section 7.34.030 and the provisions of this Chapter shall constitute the Dublin Residential Code and may be referred to as such.

<u>FINDING:</u> <u>Administrative – finding not required.</u>

7.34.020 Purpose.
The promotion and preservation of the public health, safety and general welfare of the people of the City and the property situated therein have made necessary the adoption of the residential codes referred to in Section 7.34.030 in order to adequately safeguard life, health, property, and general welfare. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

<u>FINDING:</u> <u>Administrative – finding not required.</u>

7.34.030 Adoption of Residential Codes.
A. The2025 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Residential Code, 2024 Edition, including Appendix Chapters BB, BF, CI and CJ as published by the International Code Council, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IRC") are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.34.030.A, the State Code and the IRC are amended as set forth in Sections 7.34.100 through 7.34.260.

<u>FINDING:</u> <u>Administrative – finding not required. Note, the appendices' chapters have been adopted by the State and therefore, are not required to have findings.</u>

7.34.040 Scope.
A. The provisions of this Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every detached one- and two-family dwellings, townhouse not more than three stories above grade plane in height with a separate means of egress and accessory structures not more than three stories above grade plan in height throughout the City.

Exception: The following shall be permitted to be constructed in accordance with this code where provided with automatic sprinklers systems complying with Section R309:

1: Live/work units located in townhouses and complying with requirements of Section 508.5 of the California Building Code.

2: Owner-occupied lodging houses with five or fewer guestrooms.

B. The permissive provision of this Code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property, or public welfare.

C. Buildings shall be made accessible to persons with disabilities as required by Title 24 California Code of Regulation. Whenever there is a conflict between the provisions of this Code and Title 24, California Code of Regulations with respect to the accessibility of buildings, structures or spaces to persons with disabilities, the provisions of Title 24 shall prevail.

D. See the California Energy Code for energy conservation requirements, California Mechanical Code for mechanical requirements, California Plumbing Code for plumbing requirements and the California Electrical Code for electrical requirements. In addition, see the California Building Code for interior environment requirements.

FINDING: Administrative – finding not required.

7.34.050 Additions, alterations and repairs-Generally.
Buildings or structures to which additions, alterations, or repairs are made shall comply with all the requirements of this Code for new buildings or structures except as specifically provided for in this section and Sections 7.34.060 through 7.34.090.

FINDING: Administrative – finding not required.

7.34.060 Additions, alterations and repairs-Code compliance.
Additions, alterations or repairs may be made to any building or structure without requiring the existing building or structure to comply with all the requirements of this Code, provided the addition, alteration or repair conforms to that required for a new building or structure. Additions or alterations shall not be made to an existing building or structure which will cause the existing building or structure to be in violation of any of the provisions of this Code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate egress in compliance with the provisions of this Code or will obstruct existing exits; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life. Any building so altered, which involves a change in use or occupancy, shall not exceed the height, number of stories and area permitted for new buildings. Any building plus new additions shall not exceed the height, number of stories and area specified for new buildings. Additions or alterations shall not be made to an existing building or structure when such existing building or structure is not in full compliance with the provision of this Code.

FINDING: Administrative – finding not required.

7.34.070 Alterations and repairs.

A. The provisions of Section 7.34.060 shall not prohibit the alteration or repair of any legally established existing one- and two-family dwelling or townhouse not more than three stories above grade plane in height with a separate means of egress or structure accessory thereto which retains, replaces or extends the use of the original materials or continued use of original methods of construction provided such alteration or repair does not create or continue a dangerous building as defined in Section 7.28.020, a substandard building as defined in Section 7.28.090. However, such alteration or repair shall not reduce any required fire resistance below that specified by this Code, reduce the resistance to lateral forces below that specified by this Code, or increase the stress or deflection of any member so as to exceed that specified by this Code.

B. The provisions of Section 7.34.060 pertaining to additions shall not require any legally existing one- and two-family dwelling or townhouse not more than three stories above grade plane in height with a separate means of egress, or structure accessory thereto to be made to conform to the provisions of this Code solely because of the construction of the addition. However, this section shall not be construed to permit the addition to increase the stress or deflection of any existing member so as to exceed that specified by the Building Code. Whenever an addition increases the number of occupants which must exit through the existing building, all of the exit facilities serving the increased number of occupants shall comply with the provisions of this Code.

C. Whenever a new dwelling unit is created either by new construction, or by an alteration to an existing building, separate gas and electrical meters shall be provided, except where Government Code Section 65852.22 provides an exception to such a requirement.

FINDING: Administrative – finding not required.

7.34.080 Additions.

Notwithstanding the provisions of Section 7.28.240, whenever alterations, repairs, or additions requiring a permit or one (1) or more sleeping rooms are added or created in existing Group R, Division 3 Occupancies, the entire building shall be provided with smoke alarms and carbon monoxide alarms located as required for new Group R, Division 3 Occupancies.

Furthermore, spark arrestors shall be installed on all chimneys connected to solid burning fuel-burning appliances.

FINDING: Administrative – finding not required.

7.34.090 Repair of roof covering.

Roof coverings may be repaired or replaced with materials as set forth in Section 7.32.190 of the Dublin Municipal Code.

7.34.100 Chapter R1, Division II Administration-Deleted.

Chapter R1 Division II is deleted.

FINDING: Administrative – finding not required.

7.34.110 Section 202, Chapter 2, Definitions of Substantial Damage and Substantial Improvement.

The definitions of "Substantial Damage" and "Substantial Improvement" in Section 202 of the State Code are amended to read as follows:

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement. Any one or more or any combination of repair, reconstruction, rehabilitation, alterations, addition or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to January 1, 2023. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification is necessary because the City of Dublin is a densely populated area having buildings and structures constructed near and within flood prone areas. The City codes require a definition for Substantial Damage and Substantial Improvement that includes repetitive loss and repetitive flood damage. Local climatic and topographical conditions include an average yearly rainfall, which tends to be concentrated from October to April.

7.34.120 Table R301.2, Chapter R3 – Amended.

Table R301.2 is amended to read:

	WIND DESIGN	

GROUND SNOW LOAD [o]	Speed (mph)	Topographic Effects [k]	Special wind region [l]	Windborne debris zone	SEISMIC DESIGN CATEGORY [f]	
N/A	92	NO	NO	NO	D_2	
SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED [h]	FLOOD HAZARDS [g]	AIR FREEZING INDEX [i]	MEAN ANNUAL TEMP [j]
Weathering [a]	Frost line depth [b]	Termite [c]				
Negligible	12"	Very Heavy	NO	9/14/1987 See FIRM	2%	58.7

MANUAL J DESIGN CRITERIA [n]						
Elevation	Altitude correction factor [e]	Coincident wet bulb	Indoor winter design relative humidity	Indoor winter design dry-bulb temperature	Outdoor Winter design dry-bulb temperature	Heating temperature difference
200	1	67	75%	68%	32	36
Latitude	Daily range	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling temperature difference	
38	35	75%	75%	90	15	

FINDING: **Administrative – finding not required.**

7.34.130 Section R301.2.4 Floodplain Construction – Amended.
Section R301.2.4 is amended to read:

Buildings and structures constructed in whole or in part in flood hazard areas (including A or V Zones) as established in Table R301.2(1), and substantial improvement and repair of substantial damage of buildings and structures in floor hazard areas, shall be designed and constructed in accordance with ASCE24. Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.

FINDING: **The amendment is needed due to local climatic and topographical conditions.**

Local climatic and topographical conditions include an average yearly rainfall, which tends to be concentrated from October to April.

7.34.140 Section R309.1 Exception, Chapter R3 Townhouse Automatic Fire Sprinkler Systems – Amended.
Section R309.1 Exception is amended to read:

Exception: An automatic sprinkler system shall not be required where additions or alteration are made to existing townhouses that do not have an automatic sprinkler system installed, provided that the total square footage of the existing building plus the addition does not exceed 3600 square feet (334m²). Additions or alteration that remove 50 percent or more of the existing exterior walls of a dwelling shall be considered a new dwelling for the purposes of Section R309.1.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, The area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

7.34.150 Section R309.2 Exception 1, Chapter R3 One and Two-family Dwellings Automatic Fire Sprinkler Systems – Amended.
Section R309.2 Exception 1 is amended to read:

Exception: 1. An automatic residential fire sprinkler system shall not be required for additions or alteration to existing building that are not already provided with an automatic residential sprinkler system, provided that the total square footage of the existing building plus the addition does not exceed 3600 square feet (334m²). Additions or alteration that remove 50 percent or more of the existing exterior walls of a dwelling shall be considered a new dwelling for the purposes of Section R309.2.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, The area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

7.34.160 Section R308.2, Chapter R3, Site Address - Added.
Section R308.2, is added to read:

R308.2 Address Location. Address shall be installed in the following locations:

1. Walkways serving six (6) or more individual units where the front entrance is not parallel to the street and driveways servicing six (6) or more individual dwelling units shall have minimum of four (4) inch high identification numbers, noting the range of unit numbers placed at the entrance to each driveway at a height between thirty-six (36) and forty-two (42) inches above grade. The address numbers shall be illuminated during the hours of darkness. The light source shall be provided with an uninterruptible AC power source or controlled only by a photoelectric device or photovoltaic powered.

2. No other number may be affixed to a structure that might be mistaken for, or confused with, the number assigned to the structure.

3. If the building is adjacent to an alley, the number shall also be placed on or adjacent to the rear gate accessing the alley.

4. For multifamily buildings with recessed entryway over 2 feet, an additional lighted address shall be placed at the entryway to the recessed area. If the recessed area provides access to more than one dwelling unit, the range of units shall be displayed.

5. Each principal building of a multifamily complex shall display the number or letter assigned to that building on each corner of the building at a height that will prevent the number from being obscured by landscaping.

6. Any building with vehicular access to the rear through a public or private alley shall display, in a clearly visible location, a highly reflective or illuminated address number a minimum of four (4) inches in height.

7. Address numbers shall not be obstructed by architectural structures such as trellises, arbors, balconies, light fixtures and or landscaping.

FINDING: The amendment is needed due to local geological and topographical conditions.

These modifications are necessary due to the topographical nature of the City and the easy access to freeways described in Section A of these Findings. In light of said conditions, it is necessary to adopt these requirements to enhance crime prevention. Additionally, this will bring the code into conformance with the City of Dublin Police Department requirements.

7.34.170 Section R306.1 Chapter R3, General – Amended.
Section R306.1 is amended to read:

R306.1 General. Buildings and structures constructed in whole or in part in flood hazard areas, including A or V Zones and Coastal A Zones, as established in Table R301.2(1), and substantial improvement and repair of substantial damage of buildings and structures in flood hazard areas, shall be designed and constructed in accordance with ASCE24 Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.

FINDING: The amendment is needed due to local climatic and topographical conditions.

Local climatic and topographical conditions include an average yearly rainfall, which tends to be concentrated from October to April.

7.34.200 Section R350, Chapter R3, Building Security – Added.
Section R350 is added to read:

R350.1 Building Security. Residential building security shall be in accordance with the *Uniform Building Security Code* in addition to the following:

R350.2 Exterior doors: Each exterior door shall be secured as follows:

1. Exterior doors (excluding glass patio doors) and doors leading from garage areas into dwellings shall be equipped with a dead bolt lock with one-inch (1") throw.

2. Pairs of doors shall have flush bolts with a minimum throw of five-eighths inch (5/8") at the head and foot (floor and ceiling) of the inactive leaf.

3. Doorstop on a wooden jamb for an in-swing door shall be of one-piece construction with the jamb joined by a rabbet.

4. Locks shall be provided on all sliding patio doors.

5. Sliding patio glass doors opening onto patios or balconies which are less than one story above grade or are otherwise accessible from the outside shall have the moveable section of the door sliding on the inside of the fixed portion of the door or possess an approved secondary lock mounted on interior of moveable section.

6. The lock bolt on all glass patio doors shall engage the strike sufficiently to prevent its being disengaged by any possible movement of the door within the space or clearance provided for installation and operation. The strike area shall be of material adequate to maintain effectiveness of bolt strength.

R350.3 Landscaping.

1. Shrubs and ground cover shall not directly cover windows and doorways.

2. River rock used near parking lots or buildings shall be permanently affixed.

3. Backyard gates shall be the full height of the wall or fence adjacent and capable of being locked.

4. Open space and buildings shall be arranged to afford visibility and opportunity for surveillance by on-site users and passers-by.

5. Barriers, both real and symbolic, shall be designed to afford opportunities for surveillance through the barrier.

6. For residential development, walls or fences, if installed, shall be a minimum of 6 feet in height when adjacent to any of the following:
    - Reverse frontage,
    - Retention/detention areas,
    - Parks, Commercial areas,
    - Industrial areas, or
    - Bike paths.

R350.4 Garage Type (Vehicle) Doors. Garage-type doors, which are either rolling overhead, solid overhead, swinging, sliding, or accordion style doors shall conform to the following standards;

1. Wood doors shall have panels a minimum of five-sixteenths (5/16) inch in thickness with the locking hardware being attached to the support framing.

2.Aluminum doors shall be a minimum thickness of .0215 inches and riveted together a minimum of 18 inches on center along the outside seams. There shall be a full width horizontal beam attached to the main door structure which shall meet the pilot, or pedestrian access, door framing within 3 inches of the strike area of the pilot or pedestrian access door.

3. Fiberglass doors shall have panels a minimum density of 6 ounces per square foot from the bottom of the door to a height of 7 feet. Panels above 7 feet and panels in residential structures shall have a density not less than 5 ounces per square foot.

4. Doors utilizing a cylinder lock shall have a lock receiving point at each outer edge of the door; or, if the door does not exceed 19 feet, a single bolt may be used if placed in the center of the door with the locking point located either at the floor or door frame header.

5. Doors with slide bolt assemblies shall have frames a minimum of .120 inches of thickness, with a minimum bolt diameter of one half (1/2) inch and protrude at least one and one half (1 ½) inches into the receiving guide. A bolt diameter of three-eighths (3/8) inch may be used in a residential building. The slide bolt shall be attached to the door with non-removable bolts from the outside. Rivets shall not be used to attach slide bolt assemblies.

R350.5 Emergency Access. Private roads and parking areas or structures controlled by unmanned mechanical parking type gates shall provide for police emergency access as follows:

1. Radio frequency access or by providing the gate access code for distribution to emergency responders. When an access code is to be utilized, an illuminated control box shall be mounted on a control pedestal consisting of a metal post/pipe which shall be installed at a height of 42 inches and a minimum of 15 feet (4.6m) from the entry/exit gate. It shall be located on the driver's side of the road or driveway and accessible in such a manner as to not require a person to exit their vehicle to reach it, nor to drive on the wrong side of the road or driveway, nor to require any back-up movements in order to enter/exit the gate.

2. All lockable pedestrian gates to residential recreation areas serving 6 or more dwelling units, and gates or doors to common walkways or hallways of residential complexes where there are 4 or more dwelling units within the complex, shall provide for police emergency access utilizing an approved key switch device or approved Knox box.

3. Pedestrian gates/doors using an electromagnetic type lock shall install a key switch within a telephone/intercom console or in a control housing, or other method approved by the Building Official that will provide for police emergency access. See 350.5.1 for options.

4. Pedestrian gate/doors (including pedestrian gates/doors in pool enclosures and recreational facilities) utilizing mechanical locks shall install a Knox box adjacent to each gate/door, securely attaching it to a fence or wall.

R350.6 Keying requirements. Upon occupancy by the owner or proprietor, each single unit in a tract constructed under the same site development review, shall have locks using combinations that are interchange free from locks used in all other separate dwellings, proprietorships, or similar distinct occupancies.

R350.7 Other requirements

1. Storage Areas. Any exterior storage area attached to a dwelling enclosed by a door shall comply with this section or have a minimum 3/8" diameter hardened padlock hasp.

2. Side Gates. Side gates shall be the full height of the adjacent fence or wall and be capable of being locked. Side gates shall be secured with a slide bolt mounted on the inside of the gate. The slide bolt shall have a bolt diameter of three-eighths (3/8) inch and protrude at least one and one-half (1 ½) inches into the receiving guide. The slide bolt shall be attached to the gate with non-removable bolts. The slide bolt shall be mounted at a height that is not accessible by reaching over the gate.

FINDING: The amendment is needed due to local geological and topographical conditions.

This modification is necessary due to the topographical nature of the City and the easy access to freeways described in Section A of these Findings. In light of said conditions, it is necessary to adopt these requirements to enhance crime prevention. Additionally, this will bring the code into conformance with the City of Dublin Police Department requirements.

7.34.210 Section R403.1.3, Chapter R4, Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2. – Amended.

Section R403.1.3 is amended to read:

R403.1.3 Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2.

Concrete footings located in Seismic Design Categories D_0, D_1 and D_2, as established in Table R301.2, shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars, one top and one bottom and not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

FINDING: The amendment is needed due to local geological, climatic and topographical conditions.

The San Francisco Bay Area region is densely populated and/or located in an area of high seismic activities as indicated by United States Geological Survey and California Division of Mines and Geology. Earthquake activities, including the 1989 Loma Prieta earthquake, have indicated the lack of adequate design and detailing as a contributing factor to damages that reduced the protection of the life-safety of building occupants. The City of

Dublin is a densely populated area having buildings constructed near potentially active faults. The Association of Bay Area Governments (ABAG) roughly estimates the probability of a serious earthquake along the Hayward Fault as one-in-four in the next 20 years, while the USGS predict the probability of a powerful quake in the next 20 years at 72%. The proposed modification to ensure that the design of slender wall must satisfy both strength and serviceability requirements need to be incorporated into the code to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the International Building Code.

7.34.220 Table R602.10.3(3), Chapter R6, Bracing Requirements – Amended.
Table R602.10.3(3) is amended by adding a new footnote "i" to read:

i. Methods PBS, HPS, SFB and CS-SFB are not permit in Seismic Design Categories D_0, D_1, and D_2 .
j. Methods GB, DWB and PCP are not permitted in Seismic Design Categories D_0, D_1, and D_2 where S_1 is greater than or equal to 0.75.

Add the "i, j" footnote notation in the title of Table R602.10.3(3) to read:

TABLE R602.10.3(3)[i, j]

FINDING: **The amendment is needed due to local geological, climatic and topographical conditions.**

The amendment addresses the problem of poor performance of these bracing materials in high seismic areas to limit potential structural damage. Shear walls sheathed with lath, plaster or gypsum board are less ductile than plywood shear walls, The poor performance of such shear walls in the 1994 Northridge earthquake was investigated by the Structural Engineers Association of Southern California (SEAOSC) and the Los Angeles City Task Force and formed the basis for this amendment. This amendment is also consistent with the design limitations for similar shear walls found in Table 2308.6.1 of the 2022 California Building Code.

7.34.230 Section R602.10.4.5, Chapter R6, Limits on methods GB and PCP – Added.
A new Section R602.10.4.5 is added to read:

R602.10.4.5 Limits on methods GB and PCP. In Seismic Design Categories D_0, D_1, and D_2, Method GB is not permitted for use as intermittent braced wall panels, but gypsum board is permitted to be installed when required by this Section to be placed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D_0, D_1, and D_2, the use of Method PCP is limited to one-story single-family dwellings and accessory structures.

FINDING: **The amendment is needed due to local geological, climatic and topographical conditions.**

This section deletes the use of gypsum board for lateral bracing. This deletion is necessary because the City of Dublin is located in Seismic Zone D and E. Gypsum wallboard has performed poorly during California seismic events. The shear values for gypsum wallboard contained in the code are based on mono-directional testing. In addition, this section limits the use of portland cement plaster for lateral bracing to single story residential buildings. This limitation is necessary because the City of Dublin is located in Seismic Zone D and E. Exterior portland cement plaster has performed poorly during California seismic events. The shear values for portland cement stucco contained in the code are based on mono-directional testing. It is appropriate to limit the use of this product until cyclic loading tests are performed and evaluated.

The San Francisco Bay Area region is densely populated and/or located in an area of high seismic activities as indicated by United States Geological Survey and California Division of Mines and Geology. Earthquake activities, including the 1989 Loma Prieta earthquake, have indicated the lack of adequate design and detailing as a contributing factor to damages that reduced the protection of the life-safety of building occupants. The City of Dublin is a densely populated area having buildings constructed near potentially active faults. The Association of Bay Area Governments (ABAG) roughly estimates the probability of a serious earthquake along the Hayward Fault as one-in-four in the next 20 years, while the USGS predict the probability of a powerful quake in the next 20 years at 72%. The proposed modification to ensure that the design of slender wall must satisfy both strength and serviceability requirements need to be incorporated into the code to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the International Building Code.

7.34.240 Section R902, Chapter 9, Fire Classification-Amended.
Section R902.1 is amended to read:

R902.1 Roof assemblies. Roof decks shall be covered with materials as set forth in Section R904 or with roof coverings as set forth in Section R905. A minimum Class A, B or C roofing shall be installed in areas designated below or where the edge of the roof deck is less than 3 fee (914 mm) from a lot line. Where Class A, B or C roof assemblies are required, they shall be tested in accordance with ASTM E108 or UL 790. Where required, the roof assembly shall be listed and identified as to class by an approved testing agency.

1. **Map of Fire Safe Roof Areas.** Figure 15-1* is a map of Fire Safe Roof areas. Said map may be amended from time to time by including areas which are annexed to the City within one of the two roofing areas. Said amendments may be

made by the Building Official after consultation, with the Chief of the Fire Department or their designee having jurisdiction.

2. **Roofing Area 1.** Any new roof and any alteration, repair or replacement for buildings housing R & U-1 occupancies in Roofing Area 1 shall use roof covering material that conforms to Class B or better or shall be made of concrete, ferrous or copper metal, clay, slate or similar non-combustible material.

3. **Roofing Area 2.** Any new roof for buildings using roof covering material that conforms to Class C or better or shall be made of concrete, ferrous or copper metal, clay, slate or similar non-combustible material.

* Editor's Note: Figure 15-1 is on file in the office of the City Clerk.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, The area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

7.34.250 Section R1001.1.2 Chapter 10, Prohibited Installations—Added.

A new Section R1001.1.2 is added to read:

R1001.1.2 Prohibited Installations. It shall be unlawful to install a new wood burning fireplace or appliance that is not one of the following:

4) Pellet-fueled wood heater,
5) EPA certified wood heater,
6) Fireplace certified by EPA

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because fireplaces and wood stoves generate 40 percent of the particulate matter in the Bay Area during the winter months. Of greater concern are the fine particles, which can lodge deep in the lungs causing permanent lung damage and increasing mortality. Burning wood also generates carbon monoxide, nitrogen dioxide, volatile organic and toxic air pollutants.

7.34.260 Chapters 11 through 43 are Deleted.

Chapters 11 through 43 are deleted

FINDING: Administrative – finding not required as the State did not adopt these chapters.

4. California Electrical Code.

7.36.010 Title.

The buildings codes adopted by reference in Section 7.36.030 and the provisions of this Chapter shall constitute the Dublin Electrical Code and may be referred to as such.

FINDING: Administrative – finding not required.

7.36.020 Purpose.

A. The promotion and preservation of the public health, safety, and general welfare of the people of the City and the property situated therein have made necessary the adoption of the electrical codes referred to in Section 7.36.030 in order to adequately safeguard life, health, property, and general welfare.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this code.

FINDING: Administrative – finding not required.

7.36.030 Adoption of Electrical Codes.

A. The 2025 California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the National Electrical Code, 2023 Edition, as published by the National Fire Protection Association, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "NEC") are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.36.030.A, the State Code and the NEC are amended as set forth in Section 7.36.080.

FINDING: Administrative – finding not required.

7.36.040 Scope.

A. The provisions of this code shall apply to the installation, erection, construction, enlargement, addition to, alteration, repair, moving, removal demolition, conversion, use, and maintenance of any electrical wiring, appliances, devices, equipment, and apparatuses used for or in connection with the transmission or use of electrical energy for light, heat, power, radio, signaling communication or for other purpose in any building, structure, or premises within the City.

B. The permissive provisions of this code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two (2) or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property or public welfare.
C. Electrical appliances and equipment shall be made accessible to the physically handicapped. Whenever there is a conflict between the provisions of this code and Title 24 California Code of Regulation, the provisions of Title 24 shall prevail.

FINDING: Administrative – finding not required.

7.36.050 Exceptions.
The provisions of this code shall not apply to:
A. Work located in a public street;
B. Electrical installations within trailer coaches, campers, motor vehicles, railroad cars and aircraft; however, if any of the foregoing are permanently placed on the ground or have their wheels removed for other than temporary repairs, they shall comply with all the provisions of the electrical code;
C. Electrical installations within houseboats or other watercrafts; however, if any of the foregoing are stored out of the water and used for any purpose whatsoever, they shall comply with all the provisions of the electrical code;
D. Electrical installations owned or operated by a public utility for the use of such utility in the generation, transmission, distribution or metering of electrical energy;
E. Radio and television receiving equipment, amateur radio transmitting and receiving equipment, and community antenna television systems.

FINDING: Administrative – finding not required.

7.36.060 Additions, alterations and repairs.
A. All work done in connection with an addition to an existing electrical installation shall conform to the applicable provisions of this code. In addition, any portion of an existing electrical installation which would become overloaded or have its capacity exceeded as determined by the standards in this code for new installation as a result of the addition shall be made to conform to the applicable provisions of this code.
B. Alterations, repairs to, or replacement of equipment in any existing electrical installation shall conform to the applicable provisions of this code except that the Building Official may allow deviations from the provisions of this code, provided the deviations are necessary due to the circumstances of the existing conditions; the existing condition was permitted by a previous Code; and such deviation does not create or continue a hazard to life, health, and property.

FINDING: Administrative – finding not required.

7.36.070 Section 210.53, Office receptacle outlets-Added.
Section 210.53 is added to read:

210.53 Office Receptacle Outlets. In office buildings or offices exceeding ten (10) percent of the floor area of the major use, receptacle outlets shall be installed in all permanent walls or partitions of each office so that no point along the floor line any wall space is more than six (6)

feet (1.83m) measured horizontally, from an outlet in that space including any wall space two (2) feet (610 mm) or more in width and the wall space occupied by sliding panels in exterior walls.

As used in the section a "wall space" shall be considered a wall unbroken along the floor line by doorways, fireplaces and similar openings. Each wall space two (2) or more feet (610 mm) wide shall be treated individually and separately from other wall spaces within the room. A wall space shall be permitted to include two or more walls of a room (around corners) where unbroken at the floor line.

As used in this section “office space” means an enclosed office space with hard walls. Open office floor plans are not affected by this section.

Receptacle outlets shall, insofar as practicable be spaced equal distances apart. Receptacle outlets in floors shall not be counted as part of the required number of receptacle outlets unless located near the wall.

The receptacle outlets required by the section shall be in addition to any receptacle that is part of any lighting fixture or appliance, located within cabinets or cupboards, or located over five and one-half (5 ½) feet (1.68 m) above the floor.

FINDING: **The amendment is needed due to local geological conditions.**

This section requires additional receptacles. The City of Dublin is located in a highly active Seismic Zone D and E. In Office Buildings without these requirements extension codes are being used. Extension cords are not afforded the same protection from damage as wiring raceways. Damage to extension cords could occur in a seismic event, which increases the potential for a fire.

5. California Plumbing Code.

7.40.010 Title.
The plumbing codes adopted by reference in Section 7.40.030 and the provisions of this Chapter shall constitute the Dublin Plumbing Code and may be referred to as such.

FINDING: Administrative – finding not required.

7.40.020 Purpose
A. The promotion and preservation of the public health, safety and general welfare of the people of the City and the property situated therein have made necessary the adoption of the plumbing codes referred to in Section 7.40.030 in order to adequately safeguard life, health, property, and general welfare.
B. The purpose of this code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this code.

FINDING: Administrative – finding not required.

7.40.030 Adoption of Plumbing Codes.
A. The 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the Uniform Plumbing Code, 2024 Edition, including Appendix Chapters A, B, D, H, and I, as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "UPC") are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.40.030.A, the State Code and the UPC are amended as set forth in Sections 7.40.070 through 7.40.080 of this Chapter.

FINDING: Administrative – finding not required. Note the appendix chapters listed were adopted by the State and therefore, are not required to have findings.

7.40.040 Scope.
A. The provisions of this code shall apply to the installation, erection, construction, enlargement, addition to, alteration, repair, movement, relocation, replacement removal, demolition, conversion, use, and maintenance of any plumbing installation, gas or drainage piping installation or any fixture or water heating or treating equipment, or maintenance of plumbing systems in any building, structure, or premises within the City.

B. The permissive provisions of this code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two (2) or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property, or public welfare.
C. Plumbing fixtures and equipment shall be made accessible to the physically handicapped. Whenever there is a conflict between the provisions of this code and Title 24, California Code of Regulations, the provisions of Title 24 shall prevail.

FINDING: Administrative – finding not required.

7.40.050 Exceptions.

The provisions of the plumbing code shall not apply to:

A. Work located in a public street:

B. Plumbing systems within trailer coaches, campers, motor vehicles, railroad cars and aircraft: however, if any of the foregoing are permanently placed on the ground or have their wheels removed for other than temporary repairs, they shall comply with all the provisions of the plumbing code:

C. Plumbing systems within houseboats or other watercraft; however, if any of the foregoing are stored out of water and used for any purpose whatsoever, they shall comply with all the provisions of the plumbing code;

D. Building sewers as defined in Chapter 2 of the California Plumbing Code located within the boundaries of a sanitary district and such district has regulations for building sewers and such regulations are in force;

E. Sewage treatment and collection facilities of a sanitary district;

F. Water treatment, storage, transmission and distribution facilities of a water district or water company regulated by the Public Utilities Commission:

G. Gas storage, transmission and distribution facilities owned by a public utility:

H. Wells and water supply systems for irrigation and watering livestock provided such water is not used for human consumption.

FINDING: Administrative – finding not required.

7.40.060 Additions, alterations and repairs.

A. All work done in connection with an addition to an existing plumbing installation shall conform to the applicable provisions of this code. In an addition, any portion of an existing plumbing installation that would become overloaded or have its capacity exceeded as determined by the standards in this code for new installation as a result of the addition shall be made to conform to the applicable provision of this code.

B. Alterations, repairs to, or replacement of equipment in any existing plumbing installation shall conform to the applicable provisions of this code except that the Building Official may allow deviations from the provisions of this code, provided the deviations are necessary due to the circumstance of the existing conditions; the existing condition was permitted by a previous code; and such deviation does not create or continue a hazard to life, health and property.

7.40.070 Chapter 1 Division II Administration–Deleted.

Chapter 1 Division II is deleted.

FINDING: **Administrative – finding not required.**

7.40.080 Section 609.3, Chapter 6, Under Concrete Slab–Amended.
Section 609.3, first paragraph, is amended by replacing it to read:

Section 609.3 Water piping shall not be installed in or under a concrete floor slab within a building without prior approval of the Building Official. When approved, such piping shall be installed in accordance with the following requirements:

FINDING: **The amendment is needed due to local geological conditions.**

This section eliminates water piping in or under concrete floor slabs within a building. This amendment is necessary for the following reasons:

Most of the surface soils in the City of Dublin are relatively young and unconsolidated sedimentary materials formed from a wide variety of parent materials. The varying chemical composition, degree of weathering and the relatively acid environment have created soils of varying types, which are particularly corrosive in nature.

Much of the surface soil in the City of Dublin is highly expansive (i.e., shrink-swell behavior) and have low bearing strength.

There are two types of expansive soils in the area:

a. **the organic silty clays which are the bay muds; and**
b. **the plastic silty clays which weather from the shale found in the hills surrounding the City of Dublin**

The local climate is characterized by markedly delineated rainy and dry seasons, which tend to maximize the expansive characteristics of soil.

Some parts of the City of Dublin have hard water, which is corrosive to ferrous pipe.

The groundwater table is unusually high in many places.

The City of Dublin is a highly active seismic area.

6. California Mechanical Code

7.44.010 Title

The mechanical codes adopted by reference in Section 7.44.030 and the provisions of this Chapter shall constitute the Dublin Mechanical Code and may be referred to as such.

FINDING: Administrative – finding not required.

7.44.020 Purpose.

A. The promotion and preservation of the public health, safety and general welfare of the people of the City and the property situated therein have made necessary the adoption of the mechanical codes referred to in Section 7.44.030 in order to adequately safeguard life, health, property, and general welfare.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

FINDING: Administrative – finding not required.

7.44.030 Adoption of Mechanical Codes.

A. The 2025 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the Uniform Mechanical Code, 2024 Edition, including Appendix Chapters B, and C , as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "UMC") are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.44.030.A, the State Code and the UMC are amended as set forth in Section 7.44.070.

FINDING: Administrative – finding not required. Note, the two appendices' chapters adopted have been adopted by the State and therefore, are not required to have findings.

7.44.040 Scope.

A The provisions of this code shall apply to the installation, erection, construction, enlargement, addition to, alteration, repair, movement, relocation, removal, demolition, replacement, conversion, use, and maintenance of any heating, ventilating, comfort cooling, refrigeration

systems, incinerators or other heat producing appliances, mechanical systems in any building, structure, or premises within the City.
B. The permissive provisions of this code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule or regulation. If two (2) or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property or public welfare.
C. Mechanical appliances and equipment shall be made accessible to the physically handicapped as required by Title 24 California Code of Regulations. Whenever there is a conflict between the provisions of this code and Title 24, California Code of Regulations, the provisions of Title 24 shall prevail.

FINDING: Administrative – finding not required.

7.44.050 Exceptions
The provisions of the mechanical code shall not apply to:
A. Work located in a public street;
B. Heating, ventilation, comfort cooling, refrigeration systems, incinerators or other heating or cooling appliances within trailer coaches, campers, mobile homes, motor vehicles and airplanes: however, if any of the foregoing are permanently placed on the ground or have their wheels removed for other than temporary repairs, they shall comply with all the provisions of this code;
C. Heating, ventilating, comport cooling, refrigeration systems, incinerators or other heating or cooling appliances within houseboats or other watercraft: however, if any of the foregoing are stored out of water and used for any purpose whatsoever, they shall comply with all the provisions of this code.

FINDING: Administrative – finding not required.

7.44.060 Additions, alterations and repairs.
A. All work done in connection with an addition to an existing mechanical installation shall conform to the applicable provisions of this code. In addition, any portion of an existing mechanical installation which would become overloaded or have its capacity exceeded as determined by the standards in this code for new installations as a result of the addition shall be made to conform to the applicable provisions of this code.
B. Alterations, repairs to, or replacement of equipment in any existing mechanical installation shall conform to the applicable provisions of this code except that the Building Official may allow deviations from the provisions of this code, provided the deviations are necessary due to the circumstance of the existing condition; the existing condition was permitted by a previous code; and such deviation does not create or continue a hazard to life, health and property.

FINDING: Administrative – finding not required.

7.44.070 Chapter 1, Division II, Administration–Deleted.
Chapter 1, Division II, is deleted.

FINDING: Administrative – finding not required.

7. California Existing Building Code

7.46.010 Title.
The building codes adopted by section 7.46.030 and the provisions of this Chapter shall constitute the Dublin Existing Building Code and may be referred to as such.

FINDING: Administrative – finding not required.

7.46.020 Purpose.
The intent of this code is to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to provide a reasonable level of safety, health, property protection and general welfare insofar as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

FINDING: Administrative – finding not required.

7.46.030 Adoption of Existing Building Code.
A. The 2025 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Existing Building Code, 2024 Edition, including Appendix Chapter A, as published by the International Code Council, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IEBC") are hereby adopted and incorporated by reference herein.

The codes and standards referenced in this code shall be considered part of this code to the prescribed extent of each such reference. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Building, Mechanical, Plumbing, Housing, Fire or Energy Codes, the provisions of these codes as applicable, shall take precedence over the provisions in the referenced code or standard.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.46.030.A, the State Code and the IEBC are amended as set forth in Sections 7.46.070 through 7.46.090.

FINDING: Administrative – finding not required. Note, the appendix chapter has been adopted by the State and therefore, is not required to have a finding.

7.46.040 Scope.
A. The provisions of this Code shall apply to repair, alteration, change of occupancy, addition to and relocation of existing buildings.

B. The permissive provision of this Code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property, or public welfare.

C. Where work regulated by this code is also regulated by the construction requirements for existing buildings in Chapter 11 of the Fire Code, such work shall comply with applicable requirements of both codes.

D. Buildings shall be made accessible to persons with disabilities as required by Title 24 California Code of Regulation. Whenever there is a conflict between the provisions of this Code and Title 24, California Code of Regulations with respect to the accessibility of buildings to persons with disabled, the provisions of Title 24 shall prevail.

FINDING: Administrative – finding not required.

7.46.050 Exceptions.

The provisions of this Code shall not apply to:
Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the Residential Code.

FINDING: Administrative – finding not required.

7.46.060 Applicability.

This code shall apply to the repair, alteration, change of occupancy, addition and relocation of existing buildings, regardless of occupancy, subject to the criteria of Sections 7.46.060 A and 7.46.060 B.

A. **Buildings not previously occupied**. A building or portion of a building that has not been previously occupied or used for its intended purpose, in accordance with the laws in existence at the time of its completion, shall be permitted to comply with the provisions of the laws in existence at the time of its original permit unless such permit has expired, Subsequent permits shall comply with the Building or Residential Codes, as applicable, for new construction.

B. **Buildings previously occupied.** The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Fire Code, or the Building Maintenance Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

7.46.070 Chapter 1 Division II, Administration-Deleted.

Chapter 1 Division II is deleted.

FINDING: Administrative – finding not required.

7.46.080 Section 202, Chapter 2, Definitions of Substantial Damage and Substantial Improvement.

The definitions of “Substantial Damage” and “Substantial Improvement” in Section 202 of the State Code are amended to read as follows:

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement. Any one or more or any combination of repair, reconstruction, rehabilitation, alterations, addition or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to January 1, 2023. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, included either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure’s continued designation as a historic structure.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification is necessary because the City of Dublin is a densely populated area having buildings and structures constructed near and within flood prone areas. The City codes require a definition for Substantial Damage and Substantial Improvement that includes repetitive loss and repetitive flood damage. Local climatic and topographical conditions include an average yearly rainfall, which tends to be concentrated from October to April.

8. California Green Building Code

7.94.010 Title.

The green building standards codes adopted by Section 7.94.030 and the provisions of this Chapter shall constitute the Dublin Green Building Code and may be referred to as such.

FINDING: Administrative – finding not required.

7.94.020 Purpose.

A. To improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories:

1. Planning and design
2. Energy efficiency
3. Water efficiency and conservation
4. Material conservation and resource efficiency
5. Environmental quality

B. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

FINDING: Administrative – finding not required.

7.94.030 Adoption of the Green Building Code.

A. The 2025 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.94.030.A, the State Code is amended as set forth in Sections 7.94.050 through 7.94.080.

FINDING: Administrative – finding not required.

7.94.040 Scope.

A. The provisions of this Code shall apply to the planning, design, operation, construction, use and occupancy of every newly constructed building or structure, unless otherwise indicated in this Code, within the City.

B. It is not the intent that this Code substitute or be identified as meeting the certification requirements of any green building program.

FINDING: Administrative – finding not required.

7.94.050 Section 202, Chapter 2 Definitions – Amended.
The following definitions are hereby added to Section 202 of the State Code to read as follows:

ALL-ELECTRIC BUILDING. A building that contains no combustion equipment or plumbing for combustion equipment within the building or building property lines, and instead uses electric appliances for service.

COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

COMBUSTION EQUIPMENT. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

ELECTRIC HEATING APPLIANCE. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

FUEL GAS. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

FINDING: The amendment is needed due to local climatic conditions.

All-electric construction has a significant positive effect on energy resource efficiency, waste and pollution generation, and the health and productivity of building occupants over the life of the building. The City of Dublin has a dry, hot period of at least five months each year. As a result of the high temperatures, average load demand and peak load demand of energy used in Dublin are important factors impacting public safety and creating the potential for adverse economic impacts due to power outages or power reductions (i.e. "brownouts"). Reduction of total and peak energy use because of incremental conservation measures required by this ordinance will have local benefits in the additional available system energy capacity. Furthermore, the reduction of greenhouse gas emissions from all-electric buildings will help mitigate climate change and its negative effects such as extreme heat events, droughts, intense storms, and flooding, thus making these amendments reasonably necessary because of local climactic reasons.

7.94.060 Section 4.106.4 Electric vehicle (EV) charging for new construction – Deleted and Replaced.

Section 4.106.4 is deleted and replaced with Section A4.106.8 to read:

A4.106.8 Electric vehicle (EV) charging for new construction is adopted as mandatory at the Tier 1 level.

FINDING: **The amendment is needed due to local climatic, topographical and environmental conditions.**

This modification is necessary because the City of Dublin is a densely populated area having buildings and structures constructed within heavily traveled traffic corridors and highways (580 and 680), near and within flood prone areas. This impacts the quality of the air, causes higher decibel noise level, and increases the risk of rising sea or flood levels. The proposed modification to increase the number of EV charging spaces will help to address and significantly reduce local air and noise pollutions, greenhouse gas emissions, and will improve the health and welfare of the City's residents, businesses and visitors and reduce the rise in sea or flood levels that could put at risk the City's homes, businesses and public facilities at risk. Therefore, this amendment needs to be incorporated into the code to assure that new buildings and structures and additions or alterations to existing buildings or structures are designed and constructed in accordance with the scope and objectives of the California Green Building Standards Code.

7.94.070 Sections 4.106.5, 4.106.5.1, and 4.106.5.2 All Electric Buildings – Added.

Sections 4.106.5, 4.106.5.1, and 4.106.5.2 are added to read:

4.106.5 All-electric buildings. New construction buildings and qualifying alteration projects shall comply with Section 4.106.5.1 or 4.106.5.2 so that they do not use combustion equipment or are ready to accommodate installation of electric heating appliances.

4.106.5.1. New construction and qualifying alteration projects. All newly constructed buildings shall be all-electric buildings. Qualifying alteration projects shall be limited to additions or alterations that remove 50 percent or more of the existing exterior walls of a dwelling and additions that increase the square footage of the structure by more than 50 percent.

The final determination whether a project meets the definition of a qualifying alteration project shall be made by the Building Official

Exception:
If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved

calculation method, then the Building Official may grant a modification. The applicant shall comply with the following and Section 4.106.5.2.

Inactive Fuel Gas Infrastructure may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive Fuel Gas Infrastructure shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the Fuel Gas Infrastructure is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The Building Official shall have the authority to approve alternative materials and methods of construction as per the Dublin Municipal Code, Chapter 7.28.

4.106.5.2 Requirements for combustion equipment.
Where combustion equipment is allowed under subsection 4.106.5.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an electrical heating appliance in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with “For Future Electrical Appliance”; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e. “Reserved for Future Electric Range”), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

FINDING: The amendment is needed due to local climatic conditions.

All-electric construction has a significant positive effect on energy resource efficiency, waste and pollution generation, and the health and productivity

of building occupants over the life of the building. The City of Dublin has a dry, hot period of at least five months each year. As a result of the high temperatures, average load demand and peak load demand of energy used in Dublin are important factors impacting public safety and creating the potential for adverse economic impacts due to power outages or power reductions (i.e. "brownouts"). Reduction of total and peak energy use because of incremental conservation measures required by this ordinance will have local benefits in the additional available system energy capacity. Furthermore, the reduction of greenhouse gas emissions from all-electric buildings will help mitigate climate change and its negative effects such as extreme heat events, droughts, intense storms, and flooding, thus making these amendments reasonably necessary because of local climactic reasons.

7.94.080 Section 4.107.1, Division 4.1, Chapter 4, Future access for solar systems- Added.

A new Section 4.107.1 is added to read:

4.107.1 Future Access for Solar Systems. A minimum one-inch (25.4 mm) electrical conduit shall be provided from the electrical service equipment to the solar zone as defined by the California Energy Code, Title 24, Part 6, Section 110.10. Where a solar zone is not required by the California Energy Code, the conduit location shall be subject to approval of the Building Official.

Exception: Where solar is installed as part of the original construction and prior to first occupancy.

FINDING: **The amendment is needed due to local climatic, topographical and environmental conditions.**

Green building design, construction and operation can have a significant positive effect on energy resource efficiency, waste and pollution generation, and the health and productivity of building occupants over the life of the building. The City of Dublin has a dry, hot period of at least five months each year. As a result of the high temperatures, average load demand and peak load demand of energy used in Dublin are important factors impacting public safety and creating the potential for adverse economic impacts due to power outages or power reductions (i.e. "brownouts"). Reduction of total and peak energy use as a result of incremental conservation measures required by this ordinance will have local benefits in the additional available system energy capacity.

7.94.090 Sections 5.106.5.3 and 5.106.5.3.1 Electric vehicle (EV) charging. – Deleted and Replaced.

Sections 5.106.5.3 and 5.106.5.3.1 are deleted and replaced with Section A5.106.5.3 to read:

Section A5.106.5.3 Electric vehicle (EV) charging for new construction is adopted as mandatory at the Tier 2 level.

FINDING: **The amendment is needed due to local climatic, topographical and environmental conditions.**

This modification is necessary because the City of Dublin is a densely populated area having buildings and structures constructed within heavily traveled traffic corridors and highways, near and within flood prone areas. This impacts the quality of the air, causes higher decibel noise level, and increases the risk of rising sea or flood levels. The proposed modification to increase the number of EV charging spaces will help to address and significantly reduce local air and noise pollution and greenhouse gas emissions, will improve the health and welfare of the City's residents, businesses and visitors, and reduce the rise in sea or flood levels that could put the City's homes, businesses and public facilities at risk. Therefore, this amendment needs to be incorporated into the code to ensure that new buildings and structures and additions or alterations to existing buildings or structures are designed and constructed in accordance with the scope and objectives of the California Green Building Standards Code.

7.94.100 Section 5.106.13, 5.106.13.1 and 5.106.13.2 All electric buildings. – Added. Section 5.106.13, 5.106.13.1 and 5.106.13.5.2 are added to read:

5.106.13 All-electric buildings. New construction buildings and qualifying alteration projects shall comply with Section 5.106.13.1 or 5.106.13.2 so that they do not use combustion equipment or are ready to facilitate future electrification.

5.106.13.1. New construction and qualifying alteration projects. All newly constructed buildings shall be all-electric buildings. Qualifying alteration projects shall be limited to additions or alterations that remove 50 percent or more of the existing exterior walls of a structure and additions that increase the square footage of the structure by more than 50 percent.

Tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of qualifying alteration project shall be made by the Building Official.

Exceptions:

1. Nonresidential buildings containing kitchens located in a place of public accommodation, as defined in the California Building Code Chapter 2, may apply to the Building Official for a modification to install commercial food heat-processing equipment served by fuel gas. The Building Official may grant the modification, provided the following findings are made:
    a) The applicant has a business-related need to cook with combustion equipment; and
    b) The applicant has installed energy efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
    c) The applicant will comply with Section 5.106.13.2.

2. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the Building Official may grant a modification. The applicant shall comply with following and Section 5.106.13.2

Inactive Fuel Gas Infrastructure may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive Fuel Gas Infrastructure shall not be activated, have a meter installed, or otherwise be used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the Fuel Gas Infrastructure is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The Building Official shall have the authority to approve alternative materials and methods of construction as per the Dublin Municipal Code, Chapter 7.28.

5.106.13.2. Requirements for combustion equipment.
Where combustion equipment is allowed under Subsection 5.106.13.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an electrical heating appliance in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with “For Future Electrical Appliance”; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e. “Reserved for Future Electric Range”), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for

future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

FINDING: **The amendment is needed due to local climatic conditions.**

All-electric construction has a significant positive effect on energy resource efficiency, waste and pollution generation, and the health and productivity of building occupants over the life of the building. The City of Dublin has a dry, hot period of at least five months each year. As a result of the high temperatures, average load demand and peak load demand of energy used in Dublin are important factors impacting public safety and creating the potential for adverse economic impacts due to power outages or power reductions (i.e. "brownouts"). Reduction of total and peak energy use because of incremental conservation measures required by this ordinance will have local benefits in the additional available system energy capacity. Furthermore, the reduction of greenhouse gas emissions from all-electric buildings will help mitigate climate change and its negative effects such as extreme heat events, droughts, intense storms, and flooding, thus making these amendments reasonably necessary because of local climactic reasons.

7.94.110 Section 5.107.1, Division 5.1, Chapter 5, Future access for solar systems- Added.

A new Section 5.107.1 is added to read:

5.107.1 Future Access for Solar Systems. Install conduit from the solar zone as defined by the California Energy Code, Title 24, Part 6, Section 110.10 to a location within the building identified as suitable for future installation of a charge controller (regulator) and inverter.

Exception: Where solar is installed as part of the original construction and prior to first occupancy.

FINDING: **The amendment is needed due to local climatic, topographical and environmental conditions.**

Green building design, construction and operation can have a significant positive effect on energy resource efficiency, waste and pollution generation, and the health and productivity of building occupants over the life of the building. The City of Dublin has a dry, hot period of at least five months each year. As a result of the high temperatures, average load demand and peak load demand of energy used in Dublin are important factors impacting public safety and creating the potential for adverse economic impacts due to power outages or power reductions (i.e. "brownouts"). Reduction of total and peak energy use as a result of incremental conservation measures required by this ordinance will have local benefits in the additional available system energy capacity.

9. Dublin Swimming Pool and Spa Code

7.45.010 Title

The International Swimming Pool and Spa Code adopted by Section 7.45.030 and the provisions of this chapter is the City swimming pool and spa code and may be cited as such and will be referred to in the International Swimming Pool and Spa Code and in this chapter as "this code."

FINDING: Administrative – finding not required.

7.45.020 Purpose.

A. The purpose of this code is to establish minimum requirements to provide a reasonable level of safety, health, property protection and general welfare by regulating and controlling the design, construction, installation, quality of materials, location and maintenance or use of pools and spas.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

FINDING: Administrative – finding not required.

7.45.030 Adoption.

The 2024 International Swimming Pool and Spa Code, as published by the International Code Council a copy of which have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4 et seq. of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin. except as hereinafter modified in Sections 7.45.060 through 7.45.170

FINDING: Administrative – finding not required.

7.45.040 Scope.

A The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools, and spaces. The pools and spas covered by these codes are either permanent or temporary and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing, or wading.

B. The permissive provisions of this code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule or regulation. If two (2) or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property or public welfare.

C. Swimming Pool Safety Act. The provisions contained in Appendix Chapter CI of the California Residential Code are mandatory to reflect the Swimming Pool Safety Act found in Health and Safety Code Sections 115920 through 115929. Note: See Chapter 31, Section 3109 of the California Building Code.

FINDING: Administrative – finding not required.

7.45.050 Exceptions

The provisions of the swimming pool and spa code shall not apply to:

A. Flotation tank systems intended for sensory deprivation therapy.

FINDING: Administrative – finding not required.

7.45.060 Amendments to the International Swimming Pool and Spa Code.

The text of the International Swimming Pool and Spa Code, as adopted by section 7.45.030, is further amended to conform to the California Building Standards Code as follows:

Delete the following references	Insert the following references
International Building Code	California Building Code
International Residential Code	California Residential Code
International Mechanical Code	California Mechanical Code
National Electrical Code or NFPA 70	California Electrical Code
International Fire Code	California Fire Code
International Plumbing Code	California Plumbing Code
International Existing Building Code	California Existing Building Code
International Zoning Code	Zoning Ordinance of the City of Dublin
International Energy Conservation Code	California Energy Code
International Fuel Gas Code	California Plumbing Code
Name of jurisdiction	City of Dublin
Code official	Building Official
"in accordance with Section 102.7 and this section."	"this section."

FINDING: Administrative – finding not required.

7.45.070 Sections 101 through110, and Sections 112 through 114, Chapter 1, Scope and Administration-Deleted.

Sections 101 through 110, and Sections 112 through 114, Chapter 1 are deleted.

FINDING: Administrative – finding not required.

7.45.080 Chapter 2, Definitions - Added.

The following definitions are added to read:

ANSI/APSP Performance Standard. ANSI/APSP performance standard means a standard that is accredited by the American National Standards Institute (ANSI) and published by the Association of Pool and Spa Professionals (APSP).

Approved Safety Pool Cover. Approved safety pool cover means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society of Testing and Materials (ASTM), in compliance with standard F1346-91.

Enclosure. Enclosure means a fence, wall, or other barrier that isolates a swimming pool from access to the home.

Exit Alarms. Exit alarms means devices that make audible, continuous alarm sounds when any door or window, that permits access from the residence to the pool area that is without any intervening enclosure, in opened or is left ajar. Exist alarms may be battery operated or may be connected to the electrical wiring of the building.

Swimming Pool or Pool. Swimming pool of pool means any structure intended for swimming or recreational bathing that contains water over eighteen (18) inches deep. Swimming pool shall include in-ground and above ground structures and includes, but is not limited to, hot tubs, spaces, portable spas, and nonportable wading pools.

FINDING: **These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code**

7.45.090 Chapter 2, Definitions - Amend.
The following definitions are amended to read:

Public swimming pool. Public swimming pool means a swimming pool operated for the use of the general public with or without charge, or for the use of the members and guests of a private club. Public swimming pool does not include a swimming pool located on the ground of a private single-family home.

Suction Outlet. Suction outlet means a fitting or fixture typically located at the bottom or on the sides of a swimming pool that conducts water to a recirculating pump.

FINDING: **These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code**

7.45.100 Section 303, Chapter 3, Energy - Amended.
Section 303. is deleted in its entirety and amended to read:

303 Energy. All pool and spa energy consumption shall meet the requirements in the California Energy Code.

FINDING: **These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code**

7.45.110 Section 304.2, Chapter 3, Determination of impacts based on locations - Amended.
Section 304.2. is amended to read:

304.2 Determination of impacts based on location. Pools and spas in flood hazard areas indicated with in the City of Dublin shall comply with 304.2.1 or 304.2.2.

The remainder of section 304.2 is unchanged.

FINDING: These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code

7.45.120 Section 305.2, Chapter 3, Outdoor Swimming Pools and Spas - Amended.
Section 305.2 is amended to read:

305.2 Outdoor swimming pools and spas. Other than those facilities regulated by the Swimming Pool Safety Act (Health and Safety Codes Sections 115920 through 115929), all outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7

FINDING: These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code

7.45.130 Section 319.4, Chapter 3, Water Conservation - Added.
Section 319.4 is added to read:

319.4, Water conservation. Water conservation efficiency in residential and public pools, spas, portable spas, and swim spas shall be provided for in accordance with APSP 13.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings. These modifications are consistent with the Fire Authority having jurisdiction.

7.45.140 Section 901.2, Chapter 9, General - Deleted.
Section 901.2 is deleted.

FINDING: These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code

7.45.150 Section 1101.1, Chapter 11, Referenced Codes and Standards - Added.
Section 1101.1 is added to read:

1101.1 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in this chapter and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference.

Where differences occur between provisions of this code and the referenced standards, the provision of this code shall be the minimum requirements.

FINDING: These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code

7.45.160 Section 1101.2, Chapter 11, Application of Codes- Added.
Section 1101.2 is added to read:

1101.2 Application of Codes. Where the Residential Code is referenced in this code, the provisions of the Residential Code shall apply to related systems in detached one- and two-family dwellings and townhouses not more than three stories in height. Other related systems shall comply with the applicable Code or referenced standard.

FINDING: These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code

7.45.170 Chapter 11, Referenced Standard-ANSI/APSP/ICC-13-2017 - Added.
Referenced standard ANSI/APSP/ICC-13-2017 is added to Chapter 11

Standard Acronym	Standard Name	Sections Herein Referenced
ANSI/APSP/ICC-13-2017	American National Standard for Water Conservation Efficiency in Residential and Public Pools, space, Portable Spas and Swim Spas	319.4

FINDING: These modifications are necessary to adopt the most current State standard and to clarify specific areas of the code

10. Dublin Building Maintenance Code

7.48.010 Title.

The International Property Maintenance Code adopted by Section 7.48.030 and the provisions of this chapter are the City building maintenance code and may be cited as such and will be referred to in the International Property Maintenance Code and in this chapter as "this code."

FINDING: Administrative – finding not required.

7.48.020 Purpose.

A. The promotion and preservation of the public health, safety, and general welfare of the people of the City and the property situated therein have made necessary the adoption of the International Property Maintenance Code referred to in Section 7.48.030 in order to adequately safeguard life, health, property, and general welfare.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

FINDING: Administrative – finding not required.

7.48.030 Adoption.

The 2024 International Property Maintenance Code, including Appendix Chapter A, as published by the International Code Council a copy of which have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4 et seq. of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin. except as hereinafter modified in Sections 7.48.050 through 7.48.140.

FINDING: Administrative – finding not required.

7.48.040 Scope.

A. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance, the responsibility of owners, and owner's authorized agent, operators and occupants: the occupancy of existing structures and premises, and for administration, enforcement and penalties. Such occupancies in existing buildings may be continued as provided in Section 7.28.240, except such as are found to be substandard as defined in this code.

B. Where any building or portion thereof is used or intended to be used as a combination apartment house-hotel, the provisions of this code shall apply to the separate portions as if they

were separate buildings. Every rooming house or lodging house shall comply with all the requirements of this code for dwellings.

FINDING: Administrative – finding not required.

7.48.050 Amendments to the International Property Maintenance Code.
The text of the International Property Maintenance Code, as adopted by section 7.48.030, is further amended to conform to the California Building Standards Code as follows:

Delete the following references	Insert the following references
International Building Code	California Building Code California Residential Code
International Mechanical Code	California Mechanical Code
National Electrical Code or NFPA 70	California Electrical Code
International Fire Code	California Fire Code
International Plumbing Code	California Plumbing Code
International Existing Building Code	California Existing Building Code
International Zoning Code	Zoning Ordinance of the City of Dublin
International Fuel Gas Code	California Plumbing Code
Name of jurisdiction	City of Dublin

7.48.060 Chapter 1, Scope and Administration-Deleted.
Chapter 1 is deleted.

FINDING: Administrative – finding not required.

7.48.070 Sections 302.2, 302.3, 302.4 and 302.8, Chapter 3, Exterior Property Areas – Deleted.
Sections 302.2, 302.3, 302.4 and 302.8. are deleted

FINDING: The amendment is necessary to correct a conflict with the City of Dublin's Zoning Code.

7.48.080 Section 303.2, Chapter 3, Enclosures – Amended.
Section 303.2 is amended to read:

303.2 Enclosures. Private swimming pools, hot tubs, and spas enclosures shall meet the requirements of Section 3109.2 California Building Code, California Swimming Pool Safety Act and 7.45.120.

FINDING: The amendment is needed to correct a conflict with State Law.

7.48.090 Section 304.14, Chapter 3, Insect Screens – Amended.

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16

mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of the dryness and drought rodents may enter homes in search of water and shade.

7.48.100 Section 304.16, Chapter 3, Under-Floor areas – Amended.

Section 304.16 is amended to read:

304.16 Under-Floor areas. Under-floor access doors and ventilation openings shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Doors shall be tight fitting and ventilation openings shall be properly screened with corrosion-resistant wire mesh having openings not exceeding 1/4 inch in any dimension or alternate approved materials pursuant to current CBC 1203.4.1.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of the dryness and drought rodents may enter homes in search of water and shade.

7.48.110 Sections 308.2.1.1, Chapter 3, Garbage Receptacles – Added.

Section 308.2.1.1 is added to read:

308.2.1.1 Garbage Receptacles. An adequate number of appropriate receptacles with close fitting covers for garbage and rubbish as may be considered necessary by the enforcing agency shall be provided for the occupant of every dwelling unit by the owner or operator of every apartment house, hotel, or combination thereof. Each receptacle shall be kept in a clean condition and good repair.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of the dryness and drought rodents may enter homes in search of water and shade.

7.48.120 Sections 309.1 and 309.2, Chapter 3, Pest Elimination – Amended.

Sections 309.1 and 309.2 are amended to read:

309.1 Infestation. All structures shall be kept free from insect, rodent and vermin infestation. When an insect, rodent or vermin infestation is brought to the attention of the code official, he or she may require the owner or agent having charge or control of the building, lot or premises to hire a licensed exterminator or other qualified professional to inspect the building, lot or premises and provide a written report verifying the presence and severity of such infestation including in the report a recommendation for proper extermination of the infestation. All structures in which insect, rodent or vermin infestations are found shall be promptly exterminated by approved processes that will not be injurious to human health. After the extermination of the infestation is complete, the code official may request a written notice from the licensed exterminator or other qualified professional attesting to the completion and success of the recommended extermination procedures. After the infestation is eliminated, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure. The owner of a structure or premises containing a dwelling unit, multiple occupancy, rooming house or a nonresidential structure shall be responsible for maintaining the structure and premises in a rodent or pest-free condition. If an infestation is caused by an occupant substantially failing to properly maintain their occupied area of the structure or premises as clean and sanitary as the condition of the structure or premises permits, the occupant and owner shall be responsible for pest elimination. For as long as the occupant's failure either substantially causes an unlivable condition to occur, or substantially interferes with the owners' ability to remedy the condition, the owner does not have to remedy the condition. Where the infestation is caused by defects in the structure, the owner shall be responsible for extermination.

FINDING: The amendment is needed due to local climatic and topographical conditions.

This modification was necessary because the City of Dublin has a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Because of the dryness and drought rodents may enter homes in search of water and shade.

7.48.130 Section 310.1, Chapter 3, Sanitation – Added.
Section 310.1 is added to read

310.1 Bedding. In every room for rent, apartment house or hotel every part of every bed, including the mattress, sheets, blankets, and bedding shall be kept in a clean, dry and sanitary condition, free from filth, urine, or other foul matter; and from infection of lice, bed-bugs, or other insects. The bed linen shall be changed before a new guest occupies the dwelling unit.

FINDING: Administrative – finding not required.

7.48.140 Section 311, Chapter 3, Caretaker – Added.
Section 311.1 is added to read

311 Caretaker. A manager, janitor, housekeeper, or other responsible person shall reside upon the premises and shall have charge of every apartment house in which there are sixteen (16) or more apartments and of every hotel in which there are twelve (12) or more guest rooms,

in the event that the owner of any such apartment house or hotel does not reside upon said premises. If the owner does not reside upon the premises of an apartment house in which there are more than four (4) but less than sixteen (16) apartments, a notice stating his name and address, or name and address of his agent shall be posted in a conspicuous place on the premises.

FINDING: **Administrative – finding not required.**

ORDINANCE NO. XX – 25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUBLIN

REPEALING AND REPLACING CHAPTERS 5.08 (FIRE CODE), 7.28 (BUILDING REGULATION ADMINISTRATION CODE), 7.32 (BUILDING CODE), 7.34 (RESIDENTIAL CODE), 7.36 (ELECTRCIAL CODE), 7.40 (PLUMBING CODE), 7.44 (MECHANICAL CODE), 7.45 (SWIMMING POOL AND SPA CODE), 7.46 (EXISTING BUILDING CODE), 7.48 (BUILDING MAINTENANCE CODE) AND 7.94 (GREEN BUILDING CODE)

WHEREAS, Health and Safety Code Section 18938 makes provisions published in the California Building Standards Code pursuant to Health and Safety Code Section 17922 applicable to all occupancies throughout the State and effective one hundred and eighty days after publication by the California Building Standards Commission (the "Commission"), or at a later date established by the Commission; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 establish the authority for a city to adopt and make local amendments and modifications to the building standards in the California Building Standards Code to establish more restrictive building standards than those contained in the California Building Standards Code; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 permit a city to make such local amendments and modifications as the city determines are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 require a city, before making any amendments and modifications to the California Building Standards Code, make an express finding that such amendments and modifications are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958 (b), restricts the authority for a city to adopt and make local amendments and modifications, that affect residential units, to the building standards in the California Building Standards Code that are substantially equivalent to changes or modification that were previously filed by the governing body of the city and were in effect as of September 30, 2025; and

WHEREAS, under Health and Safety Code Section 17958.7, changes pursuant to Health and Safety Code Section 17958.5 may not become effective until the required findings, and the changes, have been filed with the California Building Standards Commission; and

WHEREAS, Government Code Section 50022.2 permits enactment of City Ordinances that adopt codes or statutes, including codes of the State of California, by reference; and

WHEREAS, notice of the Ordinance was published in accordance with Government Code Sections 50022.3 and 6066; and that such notice was sufficient to give notice to interested persons of the purpose of the ordinance and the subject matter thereof.

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

Section 1. Chapters 5.08 (Fire Code), 7.28 (Building Regulation Administration), 7.32 (Building Code), Chapter 7.34 (Residential Code), 7.36 (Electrical Code), 7.40 (Plumbing Code), 7.44 (Mechanical Code), 7.45 (Swimming Pool and Spa Code), 7.46 (Existing Building Code), 7.48 (Building Maintenance Code), and 7.94 (Green Building Code) of the Dublin Municipal Code are hereby repealed.

Section 2. Chapter 5.08 (Fire Code), which adopts by reference and amends the 2025 California Fire Code, is added to the Dublin Municipal Code as set forth in **Exhibit A** to this Ordinance.

Section 3. Chapter 7.28 (Building Regulation Administration) is added to the Dublin Municipal Code as set forth in **Exhibit B** to this Ordinance.

Section 4. Chapter 7.32 (Building Code), which adopts by reference and amends the 2025 California Building Code, is added to the Dublin Municipal Code as set forth in **Exhibit C** to this Ordinance.

Section 5. Chapter 7.34 (Residential Code), which adopts by reference and amends the 2025 California Residential Code, is added to the Dublin Municipal Code as set forth in **Exhibit D** to this Ordinance.

Section 6. Chapter 7.36 (Electrical Code), which adopts by reference and amends the 2025 California Electrical Code, is added to the Dublin Municipal Code as set forth in **Exhibit E** to this Ordinance.

Section 7. Chapter 7.40 (Plumbing Code), which adopts by reference and amends the 2025 California Plumbing Code, is added to the Dublin Municipal Code as set forth in **Exhibit F** to this Ordinance.

Section 8. Chapter 7.44 (Mechanical Code), which adopts by reference and amends the 2025 California Mechanical Code, is added to the Dublin Municipal Code as set forth in **Exhibit G** to this Ordinance.

Section 9. Chapter 7.45 (Swimming Pool and Spa Code), which adopts by reference and amends the 2024 International Swimming Pool and Spa Code, is added to the Dublin Municipal Code as set forth in **Exhibit H** to this Ordinance.

Section 10. Chapter 7.46 (Existing Building Code), which adopts by reference and amends the 2025 California Existing Building Code, is added to the Dublin Municipal Code as set forth in **Exhibit I** to this Ordinance.

Section 11. Chapter 7.48 (Building Maintenance Code), which adopts by reference and amends the 2024 International Property Maintenance Code, is added to the Dublin Municipal Code as set forth in **Exhibit J** to this Ordinance.

Section 12. Chapter 7.94 (Green Building Code), which adopts by reference and amends the 2025 California Green Building Standards Code, is added to the Dublin Municipal Code as set forth in **Exhibit K** to this Ordinance.

Section 13. Effect of Code on Past Actions and Obligations. The adoption of the Dublin Building, 2025, does not affect any civil lawsuit instituted or filed or prosecutions for ordinance

violations committed on or prior to the effective date of said Code, does not waive any fee or penalty due and unpaid prior to the effective date of said Code, and does not affect the validity of any bond or cash deposit posted, filed or deposited pursuant to the requirements of any ordinance.

Section 14. References to Prior Code. Unless superseded and expressly repealed, references in City forms, documents and regulations to the chapters and sections of the former Dublin Building Code, 2022, shall be construed to apply to the corresponding provisions contained within the Dublin Building Code, 2025.

Section 15. No penalty clauses are adopted by reference pursuant to this Ordinance. At least one true copy of codes adopted by reference pursuant to this Ordinance have been on file with the City Clerk since fifteen days prior to enactment of this Ordinance. While Chapters 5.08, 7.32, 7.34, 7.36, 7.40, 7.44, 7.45, 7.46, 7.48, and 7.94 of the Dublin Municipal Code remain in force, a reasonable supply of the incorporated codes shall be available in the office of the City Clerk for public purchase.

Section 16. Severability. The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the ordinance or their applicability to other persons or circumstances.

Section 17. Effective Date. This Ordinance shall take effect on January 1, 2026.

Section 18. 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.

Section 19. The City Council hereby finds that the adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations Title 14, sections 15002 and 15378 as this Ordinance is not a "project" within the meaning of the State CEQA Guidelines. Specifically, this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment because it does not authorize the construction of any new large structures or other physical changes resulting in impacts to the environment.

{Signatures on the following page}

PASSED, APPROVED AND ADOPTED this __th day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

Chapter 5.08

FIRE CODE

Sections:

5.08.010 Title.
5.08.020 Purpose.
5.08.030 Adoption of Fire Code.
5.08.040 Authority.
5.08.050 Section 102.13 Applicability-Added.
5.08.060 Section 103.2 Appointment – Amended.
5.08.070 General Authority and Responsibilities.
5.08.080 Section 104.10, Requests for Alternative Means of Protection-Amended.
5.08.090 Section 111.1 Board of Appeals-Amended.
5.08.100 Section 113.1.1 Stop Work Order-Amended.
5.08.110 Chapter 2 Definitions-Amended.
5.08.120 Section 503.2.9 Specifications-Added.
5.08.130 Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 – Deleted; 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3 Amended; and 903.2.2.3, 903.2.8 Exception 5, 903.2.8 Exception 6 and 903.2.30 -Added.
5.08.140 Section 903.6-Amended; Sections 903.6.2 and 903.6.3-Added.
5.08.150 Section 907.1-Amended; Sections 907.11, 907.11.1, 907.11.2 and 907.11.3-Added.
5.08.160 Deleted
5.08.170 Section 5601.1.3 Fireworks-Amended.
5.08.180 Deleted
5.08.190 Deleted
5.08.200 Deleted
5.08.210 Deleted
5.08.220 New Materials, Processes or Occupancies which may require permits.
5.08.230 Section 112.4.1 Violation Penalties-Amended

5.08.010 Title.
The Fire Codes adopted by Section 5.08.030 and the provisions of this Chapter shall constitute the Dublin Fire Code and may be referred to as such.

5.08.020 Purpose
The promotion and preservation of the public health, safety, and general welfare of the people of the City and the property situated therein have made necessary the adoption of the International Fire Code referred to in Section 5.08.030 to adequately safeguard life, health, property, and general welfare. The purpose of this Code is not to create or otherwise establish or designate any class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

5.08.030 Adoption of Fire Codes.
The 2025 California Fire Code, Part 9, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in California Health and Safety Code Section 18901 (hereinafter referred to as the "state code"), including Section 103.2, 104.2.4, 105.2.3, 105.3.1, 105.3.2, 114, 503, Appendices B and C, and any rules and regulations promulgated pursuant to the state code, and the International Fire Code, 2024 Edition, as published by the International Code Council (hereinafter referred to as the "IFC"), are hereby adopted and incorporated by reference herein for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion. Notwithstanding the foregoing, the provisions of the state code and the IFC are amended as set forth in Sections 5.08.050 through 5.08.230, inclusive.

Copies of the adopted code have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

5.08.040 Authority.
The Fire Department referred to herein and in codes adopted pursuant to Section 5.08.030 shall be the entity which provides fire suppression and prevention services to the City by contract, and the Fire Chief or Fire Code Official referred to herein and in codes adopted pursuant to Section 5.08.030 shall be the Fire Chief of the Fire Department, or his or her designee, acting under the direction of the City Manager.

5.08.050 Section 102.13 Applicability-Added.
Section 102.13 is added to read as follows:

102.13 **Applicability.** Where not otherwise limited by law, the provisions of this Code shall apply to vehicles, cargo containers, ships, boats, and mobile vehicles when fixed in a specific location within the boundaries of this jurisdiction.

5.08.060 Section 103.2 Appointment – Amended.
Section 103.2 is amended to read as follows:

103.2 **Appointment.** The fire code official shall be appointed by the fire chief for the City of Dublin.

5.08.070 General Authority and Responsibilities.
Sections 104.2.1, 104.2.2, 104.2.3, and 104.2.4 are added to read as follows:

104.2.1 **Fee for Plan Review, Inspection and Permits.** The City Council may, by resolution, establish a schedule of nondiscriminatory fees to be charged and collected for plans submitted under Section 104.2, solely to defray the City's reasonable costs for plan review of fire protection equipment and systems, requested or required inspection services and issuance of permits.

104.2.2 **Permit Processing Fee.** Each application for a permit shall be accompanied by a fee equal to forty percent (40%) of the total permit fee rounded off to the nearest dollar. The permit processing fee shall be credited toward the total permit fee required. After permit processing has commenced, no portion of the permit processing fee shall be refundable.

104.2.3 **Refunds.**

A. Sixty percent (60%) of any permit fee may be refunded to the applicant prior to the expiration of the permit provided that the work authorized under the permit has not commenced. Thirty percent (30%) of the permit fee may be refunded to the applicant after a permit has expired provided that the work has not commenced, but in no case shall any refund be allowed after one (1) year from the date of expiration of the permit. Requests for refund shall be in writing. Any expenses incurred by the City other than the permit processing fee may be deducted from the refund.

B. If there was an error in calculating the amount of the permit fee and such error resulted in overpayment of the permit fee, the amount of overpayment may be refunded.

104.2.4 **Fees-Partially completed work.**

A. Where permits expire and the work has not been completed and a new permit is subsequently issued for the completion of the work, the fee for the new permit shall be a percentage of the amount of the fee in effect at the time of issuance of the new permit.

Completed Inspections	**Percent of Permit Fee**
1. If no inspections have been made.	30
2. If rough inspection has been made.	15

B. The fee determined by the foregoing shall be rounded to the nearest dollar.

5.08.080 Section 104.10, Requests for Alternative Means of Protection-Amended.

Section 104.10. is amended to read as follows:

104.10 **Requests for Alternative Means of Protection.** Requests for approval to use an alternative material, assembly or materials, equipment, method of construction, method of installation of equipment, or means of protection shall be made in writing to the Fire Code Official by the owner or owner's authorized representative and shall be accompanied by a full statement of the conditions. Sufficient evidence of proof shall be submitted to substantiate any claim that may be made regarding its conformance. The Fire Code Official may require tests and the submission of a test report from an approved testing organization to substantiate the equivalency of the proposed alternative means of protection.

Approval of a request for the use of an alternative material, assembly or materials, equipment, method of construction, method of installation of equipment, or means of protection shall be limited to the particular case covered by the request and shall not be construed as establishing any precedent for any future request.

5.08.090 Section 112 Means of Appeals-Amended.

Section 112 is amended to read as follows:

112.1 **Board of Appeals-Established.**

A. Any person aggrieved with the decision of the Fire Chief in connection with the application or interpretation of this Code or an approval of alternative materials or methods of construction may appeal to the City Council. Such appeal shall be in writing and filed with the City Clerk within ten (10) days.

B. The City Council may, after hearing, interpret any provision of this Code.

C. The City Council may after hearing, vary the application of this Code in any specific cases when, in its opinion, the enforcement thereof would be contrary to the spirit and purpose of this Code or public interest. The City Council in granting a variance may impose requirements or conditions to mitigate any adverse effects that may result from granting the grievance.

D. In making such interpretation or granting any variance, the City Council shall make the following findings:

1. That the interpretation or variance is consistent with the purpose of this Code;
2. That the interpretation or variance will not lessen the protection to the people of the City and the property situated therein.

E. The City Council may approve alternate materials or methods of construction by overruling the decisions of the Fire Chief. In approval of any alternate materials or methods of construction, the City Council shall make findings that the material, method or work proposed is for the purpose intended, at least equivalent of that prescribed by this Code in quality, strength effectiveness, fire resistance, durability, dimensional stability and safety.

F. The City Council may appoint a Board of Appeals to hear a specific appeal. The Board of Appeals shall consist of five (5) members qualified by training and experience to pass on matters pertaining to the subject matter of the appeal. The Board of Appeals shall have the same authority and duties as the City Council in interpreting this Code, granting variances, or approving alternate materials or methods of construction. The Fire Chief shall be an ex officio member of the Board of Appeals and shall act as secretary to the Board. The Board of Appeals shall adopt reasonable rules and regulations for conducting its hearings and investigations.

G. The decision of the City Council or Board of Appeals shall be final.

5.08.100 Section 114 Stop Work Order-Amended.

Section 114.1.1 is added to read as follows:

114.1.1 Stop Work Order. Whenever any installation of fire protection devices covered by this Code is concealed without first having been inspected, the Fire Chief may require, by written notice, that such work shall be exposed for inspection. Whenever any construction or installation work is being performed in violation of the plans and specifications as approved, a written notice shall be issued to the responsible party to stop work on that portion of the work which is in violation. The notice shall state the nature of the violation, and no work shall be done on that portion of the project until the violation has been corrected.

Where work for which a permit is required by this Chapter is started or proceeds prior to obtaining such permit, a penalty fee, in addition to the permit fee, shall be assessed as follows:

Violation within two-year period	Penalty Fee
First	Equal to the permit fee

Second	Double the permit fee
Third and subsequent	Ten times the permit fee

The payment of such penalty fee shall not relieve any person from fully complying with all of the provisions of this Chapter.

5.08.110 Chapter 2 Definitions-Amended.
Chapter 2 is amended by adding the following definitions to Section 202:

Section 202 General Definitions.

City Council shall mean the governing body of the City of Dublin.

City Manager shall mean the City Manager of the City of Dublin or his or her designee.

Fire Trail means a graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires.

Fuel break means a wide strip or block of land on which the vegetation has been permanently modified to a low volume fuel type so that fires burning into it can be more readily controlled.

5.08.120 Section 503.2.9 Specifications-Added.
Section 503.2.9 is added to read as follows:

503.2.9 Fire and Emergency Access Roads approved for construction sites shall be designed to meet the requirements of Section 503.2. The access shall be approved by the Fire Department prior to commencement of combustible storage or vertical combustible construction on the site.

5.08.130 Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 – Deleted; 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3 Amended; and 903.2.2.3, 903.2.8 Exception 5, 903.2.8 Exception 6 and 903.2.30 -Added.
Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 are deleted; Sections 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3, are amended to read as follows; and Sections

903.2.2.3, 903.2.5 Exception 5, 903.2.8 Exception 6 and 903.2.30 are added to read as follows:

903.2.1.1 **Group A-1 Occupancies.**
1. The fire area exceeds 3,000 square feet (279 m²).

903.2.1.2 **Group A-2 Occupancies.**
1. The fire area exceeds 3,000 square feet (279 m²).

903.2.30.3 **Group A-3 Occupancies.**
1. The fire area exceeds 3,000 square feet (279 m²).

903.2.30.3 **Group A-4 Occupancies.**
1. The fire area exceeds 3,000 square feet (279 m²).

903.2.2 **Group B Occupancies.**
An automatic fire-extinguishing system shall be provided for Group B occupancies as required in Sections 903.2.2.1, 903.2.2.2 and 903.2.2.3.

903.2.2.3 The fire area exceeds 3,000 square feet (279 m²).

903.2.30 **Group E Occupancies.**
1. Throughout all Group E fire areas greater than 3,000 square feet (279 m²).

903.2.4 **Group F Occupancies.**
An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:
903. A Group F fire area exceeds 2,500 square feet (232 m²).

903.2.7 **Group M Occupancies.**
1. A Group M fire area exceeds 2,500 square feet (232 m²).

903.2.8 Exceptions 5 **Group R Occupancies.**
5. Accessory Dwelling Unit, provided that all of the following are met:
5.1 The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 66313.
5.2 The existing primary residence does not have automatic fire sprinklers.
5.3 The accessory dwelling unit does not exceed 1,200 square feet in size.
5.4 The unit is on the same lot as the primary residence.

903.2.8 Exceptions 6 **Group R Occupancies.**
The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing principal residence or multifamily building. *(Government Code Sections 66314(d)(12) and 66323 (d).*

903.2.9 **Group S Occupancies.**
An automatic sprinkler system shall be installed in all Group S occupancies as follows:

1. The fire area exceeds 2,500 square feet (232 m²);
2. Buildings with repair garages servicing vehicles parked in basements.
3. A Group S fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4m^2).

903.2.11.3 **Buildings Three Or More Stories in Height.**
An automatic sprinkler system shall be installed in all occupancies, regardless of type of construction, if the building is three or more stories or more than 35 feet in height measured from the pad grade level to the highest point of the building. An automatic sprinkler system shall be installed in all other occupancies as may be required by the California Building and Residential Code.

903.2.30 **All Occupancies.**
An automatic fire-extinguishing system shall be installed in all occupancies located more than one and one half (1½) miles from a fire station providing fire protection to that location. Said distance shall be measured in a straight line.

Buildings containing portions which are required to have an automatic fire extinguishing system because of the number of stories shall have the automatic fire extinguishing system installed throughout and fire walls as set forth in Section 706 shall not be considered as creating separate buildings for the purpose of this section.

Whenever an addition is made to an existing building, automatic fire-extinguishing systems shall be installed if the existing building plus the addition exceeds the area or height limitations set forth in this section. Whenever the use of an existing building or portion thereof is changed in any manner so as to require the installation of an automatic fire-extinguishing system, said system shall be installed in that portion of the building housing the new use.

(Sections 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 are deleted)

5.08.140 Section 903.6-Amended; Sections 903.6.1 and 903.6.2-Added.
Section 903.6 is amended, and Section 903.6.1 and 903.6.2 are added to read as follows:

903.6 **Existing Buildings.** All changes of occupancy classification in existing buildings shall comply with the requirements contained in Section 903.2 of this Code and Table 506.2 of the California Building Code.

903.6.1 When an addition to an existing building causes the total square footage of the building to exceed the maximum floor area specified in Table 506.2 of the California Building Code, fire sprinklers shall be installed throughout the entire building. Addition or alteration that removes 50% or more of the existing exterior walls of a building shall be considered a new building for the purposes of Section 903.

903.6.2 Existing buildings which do not conform to Current Building Code or Fire Code requirements may be required to install an automatic fire extinguishing system when an interior alteration or remodeling occurs, regardless of whether the floor area is increased or use changed. It shall be the responsibility of the Fire Code Official and the Building Official to evaluate the work being performed, non-complying features, and determine if an automatic fire extinguishing system will be required.

5.08.150 Section 907.1-Amended; Sections 907.11, 907.11.1, 907.11.2 and 907.11.3-Added.
Section 907.1 is amended and Sections 907.11, 907.11.1, 907.11.2 and 907.11.3 are added to read as follows:

907.1 **General.** This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of Section 907.9 are applicable to existing buildings and structures. In the event of a conflict between this section and the provisions of Chapter 5.20 of the Dublin Municipal Code, the provisions of this section shall control.

907.11 **False Alarms**.

907.11.1 **Excessive False Alarms.** Malfunctions, or mechanical trip of any sprinkler alarm or other fire protection or detection system resulting in an alarm and

emergency dispatch of the Fire Department shall be subject to a false alarm charge as established by this Code.

Exception: During a thirty (30) day period following the installation of any new fire alarm system, the Fire Chief shall determine if the false alarms emanating from said new installation are excessive.

907.11.2 **Charges.** After the initial thirty (30) day period following the installation of a new system, two (2) false alarms within a consecutive ninety (90) day period shall be deemed excessive and will be charged as false alarms.

907.11.3 **False Alarm charges are as follows:**

1st false alarm -	Warning Letter
2nd false alarm in any 90 day period-	$100.00
3rd and subsequent false alarms in any 90 day period-	$200.00

5.08.160 Deleted

5.08.170 Section 5601.1.3 Fireworks-Amended.
Section 5601.1.3 is amended to add a fifth exception as follows:

5. The sale, use and discharge of fireworks are allowed in accordance with Chapter 5.24 of the Dublin Municipal Code.

5.08.180 Deleted

5.08.190 Deleted

5.08.200 Deleted5.08.210 Deleted

5.08.220 New Materials, Processes or Occupancies which may Require Permits.
The City Manager, the Fire Chief and the Fire Code Official shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those enumerated in the 2022 California Fire Code. The Fire Code Official shall post such list in a conspicuous place at the Dublin Civic Center and distribute copies thereof to interested persons.

5.08.230 Section 112.4 Violation penalties-Amended
Section 112.4 Violation Penalties is amended to read as follows:

112.4 Violation penalties.

A. Any person who violates any provisions of the 2022 California Fire Code as adopted and amended herein or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specification or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or fails to comply with such an order as affirmed or modified by the City Council or by a court of competent jurisdiction, within the required time, shall severally for each such violation and noncompliance, respectively, be guilty of an infraction.

B. Any person convicted of an infraction under the provisions of this Ordinance shall be punished upon a first conviction by a fine of not more than one hundred dollars ($100), and for a second conviction within a period of one (1) year by a fine of not more than two hundred dollars ($200), and for a third or any subsequent conviction within a one (1) year period by a fine of not more than five hundred dollars ($500). Any violation beyond the third conviction within a one (1) year period may be charged by the District Attorney as a misdemeanor and the penalty for conviction of the same shall be a fine or imprisonment, or both, not to exceed the limits set forth in the California Penal Code Section 19.

C. At the discretion of the Fire Chief, any such violation constituting an infraction under this Ordinance may, instead, be charged and prosecuted as a misdemeanor, punishable by a fine or imprisonment, or both, not to exceed the limits set forth in California Penal Code Section 19.

D. In addition to the penalties provided in this section, any condition caused or permitted to exist in violation of any of the provisions on this Ordinance shall be deemed a public nuisance and may be summarily abated by the City as such.

E. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provisions of this Ordinance is committed, continued or permitted by such person and shall be punishable accordingly.

F. The Fire Chief shall have the power to designate by written order that particular officers or employees shall be authorized to enforce particular provisions of this Ordinance. Officers or employees so designated shall have the authority to cite or arrest persons who violate any of said provisions.

Chapter 7.28

BUILDING REGULATION ADMINISTRATION

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Article I. Definitions

7.28.010 Building Official.
There is established in the City the office of the Building Official, who is responsible for the administration and enforcement of this Chapter as hereinafter provided.

7.28.020 Dangerous building or structure.
"Dangerous building or structure" means any building or structure which has any or all of the following conditions or defects to an extent that endangers the life, health, property, or safety of the public or its occupants:

A. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size, or is not so arranged as to provide safe and adequate means of exit in case of fire or panic;

B. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one-half times the working stress or stresses allowed in the building code for new buildings of similar structure, purpose or location;

C. Whenever any portion of a building or structure has been damaged by fire, earthquake, wind, flood, or by any other cause, to such an extent the structural strength or stability of such building or structure is materially less than it was before such catastrophe and is less than the minimum requirements of the building code for new buildings of similar structure, purpose or location;

D. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property;

E. Whenever any portion of a building or structure, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not anchored, or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the building code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the building code for such buildings;

F. Whenever any portion of a building or structure has cracked, warped, buckled, or settled to such an extent that walls or other structural portions of the building or structure have materially less resistance to winds or earthquakes than is required in the building code for similar new buildings or structures;

G. Whenever the building or structure, or any portion thereof, is likely to partially or completely collapse because of (1) dilapidation, deterioration, or decay; (2) faulty construction; (3) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting building; (4) the deterioration, decay or inadequacy of its foundation; or (5) any other cause;

H. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used;

I. Whenever the exterior walls or other vertical structural members list, lean, or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base;

J. Whenever the building or structure, exclusive of the foundations, shows thirty-three percent (33%) or more damage or deterioration of its supporting member or members, or fifty percent (50%) damage or deterioration of its nonsupporting members, enclosing or outside walls coverings;

K. Whenever the building or structure has been so damaged by fire, wind, earthquake, wind, or flood, or has become so dilapidated or deteriorated as to become (1) an attractive nuisance to children; (2) a harbor for vagrants, criminal or immoral persons; or as to (3) enable persons to resort thereto for the purpose of committing unlawful or immoral acts;

L. Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by this Chapter or any law, ordinance, rule, or regulation in relation to the condition, location or structure of buildings;

M. Whenever any building or structure has less than fifty percent (50%) in any nonsupporting part, member or portion, or less than sixty-six percent (66%) in any supporting part, member or portion of the (1) strength; (2) fire resisting qualities or characteristics; or (3) weather resistance qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location regardless of whether such building or structure was erected in accordance with all applicable laws and ordinances. For buildings erected prior to the effective date of Alameda County Ordinance 74-66, the seismic forces specified in Alameda County Ordinance 950 N.S. shall be used for determining the percent of strength rather than the seismic forces required by law for a newly constructed building of like area, height, and occupancy in the same location;

N. Whenever a building or structure, used or intended to be used for dwelling purposes, is determined by the Building Official to be unsanitary, unfit for human habitation or in a condition that it is likely to cause sickness or disease due to inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, or inadequate light, air or sanitation facilities or other cause;

O. Whenever any building or structure is determined by the Building Official to be a fire hazard due to obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire resistive construction, faulty electric wiring, gas connections or heating apparatus or other cause;

P. Whenever any building or structure constitutes a public nuisance under this code or state law or in equity;

Q. Whenever any portion of a building or structure remains on a site after the demolition or destruction of such building or structure; or

R. Whenever any building or structure is abandoned and is determined by the Building Official to be an attractive nuisance or hazard to the public.

7.28.030 Dangerous electrical, plumbing or mechanical installation.

"Dangerous electrical, plumbing or mechanical installation" means any electrical, plumbing or mechanical installation which has any or all of the following conditions or defects and such conditions or defects endanger the life, health, property or safety of the public or any persons using such installation:

A. Whenever any protective or safety service specified in this Chapter is not provided, is inoperative, or fails to function as originally intended;

B. Whenever any installation or any portion thereof is (1) dilapidated, deteriorated, or decayed; (2) faulty; (3) obsolete; or (4) inadequately maintained;

C. Whenever any installation or any portion thereof is damaged by fire, wind, earthquake, flood or any other cause;

D. Whenever any installation or any portion thereof was constructed, installed, altered or maintained in violation of this Chapter; and/or

E. Whenever any installation is in such condition as to constitute a public nuisance under this code or state law or in equity.

7.28.040 Electrical installation.

“Electrical installation” means any electrical wiring, appliance, device, equipment, and apparatus used for or in connection with the transmission or use of electrical energy for light, power, radio, signaling communication or for any other purpose.

7.28.050 Health Officer.

“Health Officer” means the Alameda County Health Officer or his or her authorized representative.

7.28.060 Illegal building, structure or installation.
"Illegal building, structure or installation" means any building or structure or portion thereof, and any electrical, plumbing or mechanical installation or portion thereof, erected, installed, constructed, enlarged, altered, repaired, moved, converted, or improved without a permit in violation of this Chapter or any other applicable law, ordinance, rule or regulation.

7.28.070 Mechanical installation.
“Mechanical installation” means any appliance, device, equipment, system or apparatus used for or in connection with heating, ventilating, refrigeration or incineration.

7.28.080 Plumbing installation.
“Plumbing installation” means the use of water, all potable water supply and distribution pipes, all fixtures and traps, all drainage and vent pipes and all building drains, all private sewage disposal systems, including their respective joints and connections, devices, receptacles and appurtenances within property lines of the premises and shall include potable water piping, potable water treating or using equipment, fuel gas piping, water heaters and vents for same.

7.28.090 Substandard building.
"Substandard building" means all buildings or portions thereof which are determined to be substandard as defined in the Health and Safety Code, Division 13, Part 1.5, Chapter 2 Rules and Regulations, Section 17920.3.

7.28.100 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas (all buildings except 1 and 2 family dwellings and townhouses less than three stories).
For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine where the proposed work constitutes substantial improvement or repair of substantial damage. The substantial improvement determination requires evaluation of previous permits issued for improvements repairs as specified in the definition of “substantial improvement.” The substantial damage determination requires evaluation of previous permits issued for repair of flood damage as specified in the definition of “substantial damage.” Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Section 1612 of the Building Code.

7.28.110 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas (1 and 2 family dwellings and townhouses less than three stories).

For applications for reconstruction, rehabilitation, addition, alteration, repair or other improvement of existing buildings or structures located in a flood hazard area as established by Table R301.2(1), the building official shall examine or cause to be examined the construction documents and shall make a determination with regard to the value of the proposed work. The substantial improvement determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement." The substantial damage determination requires evaluation of previous permits issued for repair of flood damage as specified in the definition of "substantial damage." For buildings that have sustained damage of any origin, the value of the proposed work shall include the cost to repair the building or structure to its predamaged condition. If the building official finds that the value of proposed work equals or exceeds 50 percent of the market value of the building or structure before the damage has occurred or the improvement is started, the proposed work is a substantial improvement or repair of substantial damage, and the building official shall require existing portions of the entire building or structure to meet the requirements of Section R322.

7.28.120 This Chapter.

Whenever the term "this Chapter" is used in this Chapter 7.28, it shall also mean and include Chapter 7.24 (Floodplain), Chapter 7.32 (Building Code); Chapter 7.34 (Residential Code), Chapter 7.36 (Electrical Code); Chapter 7.40 (Plumbing Code); Chapter 7.44 (Mechanical Code); Chapter 7.45 (Swimming Pool and Spa), Chapter 7.46 (Existing Building Code), Chapter 7.48 (Building Maintenance Code) and 7.94 (Green Building Code) of this Title.

Article II. Authority of Building Official

7.28.130 Enforcement Officer designated.

A. The Building Official is hereby authorized and directed to enforce the provisions of this Chapter. The Building Official shall have the authority to render interpretations of this Chapter and to adopt policies and procedures to clarify the application of the provisions of this Chapter. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this Chapter

B. The Building Official shall have the power to designate by written order that particular officers or employees shall be authorized to enforce particular provisions of this Chapter.

C. The Health Officer is hereby authorized and directed to enforce all of the provisions of this Chapter pertaining to:

1. Private water supply;

2. Private sewage disposal systems;
3. Infestation of insects, vermin or rodents;
4. Storage and removal of garbage; and
5. Sanitation of bedding.

For purposes of enforcement of the foregoing provisions of this Chapter the Health Officer shall have the same authority and duties that are assigned to the Building Official in Article II and Sections 7.28.280, and 7.28.290 of this Chapter.

D. The Building Official, the Health Officer, and any officer or employee designated by the Building Official pursuant to paragraph B of this Section shall have the power of a peace officer.

7.28.140 Right of entry.

Whenever necessary to make an inspection to enforce any of the provisions of this Chapter or whenever the Building Official has reasonable cause to believe that a violation of this Chapter exists in any building or any premises, or there exists in any building or upon any premises any condition which makes the building or premises dangerous, unsanitary, or a menace to life, health or property, the Building Official may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this Chapter or any other applicable law, ordinance, rule, or regulations provided that if such building or premises be occupied, he shall first present credentials and demand entry. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.

7.28.150 Alternative materials and methods of construction.

A. The provisions of this Chapter are not intended to prevent the use of any material or to prohibit any design or method of construction not specifically prescribed by this Chapter provided that any such alternative has been approved by the Building Official.

B. The Building Official may approve any alternative material, design or method of construction provided the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Chapter, and that the material, method or work offered is, for the purpose intended, at least equivalent of that prescribed in this Chapter in quality, strength, effectiveness, fire resistance, durability, dimensional stability, and safety. The details of any action granting approval of an alternative material, design or method of construction shall be recorded and entered into the files of the City.

C. The Building Official may require that sufficient evidence or proof be submitted to substantiate any claims for alternate materials or methods of construction.

7.28.160 Modifications.
Whenever there are practical difficulties involved in carrying out the provisions of this Chapter, the Building Official may grant modifications for individual cases upon application of the owner or the owner's representative, provided he shall first find that a special individual reason makes the strict letter of this Chapter impractical, the modification is in conformity with the intent and purpose of this Chapter and such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of any action granting modifications to the provisions of this Chapter shall be recorded and entered in the files of the City.

7.28.170 Compliance—Tests.
A. Whenever there is insufficient evidence of compliance with the provisions of this Chapter, or evidence that any material or any construction does not conform to the requirements of this Chapter, or in order to substantiate claims for alternate materials or methods of construction, the Building Official may require tests as proof of compliance to be performed by an approved agency at the expense of the owner or his agent.

B. Test methods shall be as specified by this Chapter for the material in question. If there are no appropriate test methods specified in this Chapter, the Building Official shall determine the test methods.

C. All tests shall be made by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records.

7.28.180 Stop work orders.
Whenever any work is being done contrary to the provisions of this Chapter or any other applicable law, ordinance, rule, regulation, or the approved plans, the Building Official may order the work stopped by serving written notice on the owner of the property involved, the owner's agent, or any persons engaged in, doing, or causing such work to be done. Upon issuance of a stop work order, the cited work shall immediately cease and shall not resume until authorized by the Building Official. If there are no persons present on the premises, the notice may be posted in a conspicuous place. The notice shall state the nature of the violation and the conditions under which the cited work will be permitted to resume.

7.28.190 Discontinuance of utilities—Authority.
A. The Building Official may order the discontinuance of the supply of electrical energy, fuel gas or water to any building or structure, electrical, plumbing, or mechanical installation which is:
1. Being occupied or used contrary to the provisions of this Chapter or any other applicable law, ordinance, rule or regulation;

2. A dangerous building or structure, or dangerous electrical, plumbing or mechanical installation;
3. An illegal building or structure, electrical, plumbing or mechanical installation; or
4. A substandard building.

B. Such order shall be in writing and shall state the nature of the condition requiring the discontinuance of utilities and the time when such utilities shall be discontinued. The order shall be directed to the person supplying electrical energy, fuel gas, or water and a copy of said order shall be sent to the person using said utilities and to the owner of the premises.

7.28.200 Liability.
The Building Official, or his authorized representative(s), charged with the enforcement of this Chapter, acting in good faith and without malice in the discharge of his duties required by this Chapter or any other applicable laws, ordinances, rules, or regulations, shall not thereby be rendered personally liable, and is hereby relieved from personal liability, for any damage accruing to persons or property as a result of any act, or by reason of any act or omission, in the discharge of his or her duties. Any suit brought against the Building Official or employee because of such act or omission shall be defended by the City until final termination of such proceedings, and any judgment resulting therefrom, shall be assumed by the City.

Article III. Enforcement

7.28.210 Occupancy or use violations.
Whenever any building or structure, electrical, plumbing, or mechanical installation, or portion thereof, is being used contrary to the provisions of this Chapter or any other applicable law, ordinance, rule, or regulation, and whenever the existing use or occupancy of a building has been changed without the approval of the Building Official, the Building Official may order such use discontinued and, where deemed necessary for the safety of the occupants thereof, or the public, may order the building or structure or portion thereof to be vacated by serving written notice to any persons using or causing such use. If there are no persons present on the premises at the time, the notice may be posted in a conspicuous place on the premises. The notice shall state the nature of the violation and the time when said use shall be discontinued, and when required, the time when said building or structure or portion thereof shall be vacated. No person shall continue said use or continue to occupy said building or structure, electrical, plumbing, or mechanical installation, or portion thereof, contrary to the terms of said notice until the violation is corrected and use or occupancy is authorized by the Building Official.

7.28.220 Dangerous buildings, structures or installations.
A. It is unlawful to maintain or use a dangerous building or structure or a dangerous electrical, plumbing, or mechanical installation.

B. All dangerous buildings or structures or dangerous electrical, plumbing, or mechanical installations are hereby declared to be public nuisances and may be abated by repair, rehabilitation, demolition or removal in accordance with the procedures specified in Chapter 7.52 of this Title or by any other remedy available at law or in equity.

7.28.230 Illegal buildings, structures or installations.

A. All illegal buildings, structures or installations shall be made to conform to the provisions of this Chapter or shall be demolished and removed.

B. Whenever necessary to assure compliance with the foregoing provisions, the owner of any illegal building, structure or installation shall uncover any concealed portions of such building, structure, electrical, plumbing, or mechanical installation for inspection and shall perform such tests as may be required by the Building Official.

C. It is unlawful to use or maintain any illegal building, structure or installation or portion thereof which was erected, installed, constructed, enlarged, altered, repaired, moved, converted, or improved without a permit.

D. All illegal buildings, structures or installations or portions thereof are hereby declared to be public nuisances and may be abated in accordance with the provisions specified in Chapter 7.52 of this Title or by any other remedy available at law or in equity.

7.28.240 Existing buildings, structures or installations.

A. Except as required by Sections 7.32.090 and 7.34.090 of this code and Section 713.5 of the California Plumbing Code/Uniform Plumbing Code, buildings or structures, electrical, plumbing or mechanical installations in existence at the time of the adoption of the ordinance codified in this Chapter may have their existing use or occupancy continued if such use or occupancy was legal at the time of adoption of the ordinance codified in this Chapter and provided such continued use does not endanger the life, health, property, or safety of the public or the occupants of such buildings or structures.

B. Electrical, plumbing and mechanical systems installed in apartments, hotels and dwellings prior to January 1, 1975, shall be deemed to have conformed to applicable law in effect at the time of installation and to have been maintained in good condition if such systems are currently in good and safe condition and working properly.

7.28.250 Maintenance requirements.

A. All existing and new buildings or structures, electrical, plumbing and mechanical installations, and parts thereof shall be maintained in a safe and sanitary condition. All devices or safeguards which were required by the building, electrical, plumbing, and mechanical codes when the building, structure, or installation was erected or installed shall be maintained in good working order. The owner or his designated agent shall be responsible for maintenance of all buildings, structures, installations or systems.

B. Private building sewers shall be maintained in a gastight and watertight condition. Where private sewage disposal systems are permitted, the effluent therefrom shall be contained beneath the surface of the ground level and within the property lines of the premises.

7.28.260 Code conflicts.

When any requirements of Chapters 7.24 7.28, 7.32, 7.34, 7.36, 7.40, 7.44, 7.45, 7.46, 7.48 or 7.94 of this Title and manufacturer's instructions conflict, the more stringent provisions shall prevail.

7.28.270 Violation.

A. Any person who violates a provision of this Chapter or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this Chapter, shall be prosecuted in accordance with the provisions set forth in Section 1.04.030 of the Dublin Municipal Code.

B. In addition to the penalties provided in Section 1.04.030 of the Dublin Municipal Code, any condition caused or permitted to exist in violation of any of the provisions of this Chapter shall be deemed a public nuisance and may be abated in accordance with the provisions specified in Chapter 7.52 of this Title or by any other remedy available at law or in equity.

7.28.280 Appeals.

A. Any person aggrieved by any decision of the Building Official in connection with the application or interpretation of the provisions of this Chapter or in the approval of alternate materials or methods of construction may appeal to the City Council. Such appeal shall be in writing and filed within ten (10) days from the date of the Building Official's decision.

B. The City Council may, after a hearing, interpret any provision of this Chapter.

C. The City Council may, after a hearing, vary the application of the provisions of this Chapter in any specific case if it determines that enforcement thereof would be contrary to the spirit and purpose of this Chapter or to the public interest. In granting a variance, the City Council may impose any requirements or conditions to mitigate any adverse effects that may result from granting a variance.

D. In interpreting the provisions of this Chapter or in granting a variance the City Council shall make the following findings:

1. That the interpretation or variance is consistent with the purpose of this Chapter; and
2. That the interpretation or variance will not result in less protection to the people of the City or the property situated therein.

E. The City Council may approve alternate materials or methods of construction as set forth in Section 7.28.150 of this Chapter by overruling the decision of the Building Official. In approving any alternate materials or methods of construction the City Council shall find that such materials or methods of construction are for the purpose intended, at least the equivalent of that prescribed by this Chapter in quality, strength, effectiveness, durability, dimensional stability and safety.

F. The City Council may appoint a Board of Appeals to hear any specific appeal. The Board of Appeals shall consist of five (5) members qualified by training and experience to pass on matters pertaining to the subject matter of the appeal and to serve until the disposition of the appeal. The Board of Appeals shall have the same authority and duties as the City Council in interpreting this Chapter, granting variances, or approving alternate materials or methods of construction. The Building Official shall be an ex officio member of the Board of Appeals and shall act as secretary to the Board. The Board of Appeals shall adopt reasonable rules and regulations for conducting its hearings and investigations. The decision of the Board of Appeals shall be final.

7.28.290 Revocation or modification of variance.

The City Council may, after a public hearing held upon not less than ten (10) days notice, revoke or modify by written order any order permitting a variance. The City Council shall serve notice of the time and place of a hearing to revoke or modify any order permitting a variance not less than ten (10) days prior to such hearing, by personal service, or by first class mail, postage prepaid, mailed to the person to whom such variance was granted at the address shown in the application for such variance or to such other address as may appear reasonable to the City Council under the particular circumstances.

Article IV. Permit Requirements

7.28.300 Permit—Required.

A. Except as provided in Section 7.28.310, no person shall install, erect, construct, enlarge, add to, alter, repair, move, remove, demolish, convert, occupy, equip or improve any building, structure or facility, any electrical, plumbing or mechanical installation or cause the same to be done without first obtaining a permit from the Building Official.

B. A separate permit shall be required for each building or structure, but the permit may include pertinent accessories such as fences, retaining walls, exterior lighting, underground utilities and sprinkler systems, provided such work is shown on the approved plans or described on the application. The Building Official may authorize issuance of a single permit for several buildings where in his or her opinion the convenience of the City will be served.

C. For private water supply and private sewage disposal systems, a separate permit or approval shall be secured from the Health Officer prior to issuance of a permit by the

Building Official. In addition, any permits or approvals required by the Zone 7 Water Agency shall be secured prior to issuance of a permit by the Building Official.

D. Additional permits shall be required for pertinent accessories regulated by this Chapter which are proposed to be constructed but not shown on the approved plans or described on the application. A grading permit may also be required subject to the provisions of Chapter 7.16 of this Title.

7.28.310 Exceptions.

A. No permit shall be required for any of the following work; provided however, permits shall be required for electrical, plumbing and mechanical installations in any building or structure listed in subsections (A)(1) through (A)(20) of this section, and permits shall be required for all new construction and substantial improvements that are located within an area of special flood hazard in accordance with Chapter 7.24 of this Title:

1. Open wire fences not more than sixteen (16) feet in height and all other type fences not more than eight (8) feet in height;

2. Retaining walls that are not more than three (3) feet in height, measured from the top of the footing to the top of the wall, unless supporting a surcharge or ground slope exceeding 1 (vertical):20 (horizontal) (5%) or impounding Class I, II or IIIA liquids. Note: Among other items, the presence of a geogrid is a surcharge. See Section 2304.12.2.8 of the California Building Code/International Building Code for requirements for treatment of wood used for retaining wall;

3. One (1) story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed one hundred twenty (120) square feet (see section 710A CA Building Code for wildfire exposure requirements); Note: Offices, living rooms, sleeping areas and other similar habitable uses do not qualify as an exempt accessory structure;

4. One (1) story buildings not more than four hundred (400) square feet in area used exclusively for housing animals, poultry, livestock and similar animals and the storage of necessary food, hay and grain for the animals housed therein;

5. Agricultural buildings as defined in Section 202 of the California Building Code/International Building Code, on lots exceeding twenty (20) acres in area which are located in an A zoning district and where the principal use of the land is agriculture;

6. Lath structures and similar sunshade structures detached from the main dwelling without a solid roof, which are not more than ten (10) feet in height and one thousand (1,000) square feet in area;

7. Awnings over doors and windows in a Group R-3 or Group U occupancy, supported by an exterior wall that do not project more than fifty four (54) inches from the exterior wall and do not require additional support;

8. Temporary construction offices and storage sheds, not associated and or used by the public, which are used on a site where there is a valid building permit, grading permit or which are used in connection with a construction project where no building permit or grading permit is required; however, this provision shall not apply to such building remaining on the site thirty (30) days after the completion of construction;

9. Temporary construction offices and storage sheds when stored in a contractor's equipment yard; provided however, a permit shall be required if such offices or sheds are used for any purpose whatsoever;

10. Decks, meeting all of the following conditions, not exceeding 200 square feet in area, that that are not more than 30 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.2.

11. Treehouses or other structures which are designed to be used by children for play;

12. Flag poles, radio or TV antennas and towers, less than thirty-five (35) feet in height when not attached to a building and less than twenty (20) feet in height when attached to a building, except permits are required for dish-type antennas more than four (4) feet in diameter;

13. Swimming, bathing and wading pools, and fish ponds not exceeding eighteen (18) inches in depth;

14. Prefabricated swimming pools, spas or hot tubs accessory to a Group R-3 occupancy not exceeding four (4) feet in depth if resting on the surface of the ground or a concrete slab on the ground;

15. Painting, papering, floor tile, carpeting and similar finish work;

16. Nonfixed and moveable cases, counters, racks and partitions not over five (5) feet nine (9) inches high;

17. Water tanks supported directly upon grade if the capacity does not exceed five thousand (5,000) gallons and the ratio of height to diameter or width does not exceed two to one (2:1);

18. Water storage tanks of any size if resting on the surface of the ground or on a concrete slab on the ground when used only for watering livestock or irrigation;

19. Swings and other playground equipment accessory to detached one and two family dwellings;

20. Sidewalks and driveways not more than thirty (30) inches above adjacent grade, and not over a basement or story below and are not part of an accessible route.

21. The replacement of lamps or the connection of portable electrical appliances to suitable receptacles which have been permanently installed;

22. Nonelectrical signs less than eight (8) feet in height; nonelectrical signs which do not exceed three (3) pounds per square foot nor four (4) inches in thickness when fastened flat against the wall of any building; and provided further, that the sign does not extend above the top of the wall of the building;

23. Clearing stoppage or repairing leaks in pipes, valves, fittings or fixtures when such repairs do not involve the replacement or rearrangement of pipes, valves, fittings or fixtures;

24. Buildings and structures owned by a sanitary district used exclusively for storage, collection, conveying and treating sewage;

25. Demolition or exploration work that may be necessary in order to determine conditions in connection with a proposed addition or alteration to an existing building if an application for a permit is on file and prior approval for the demolition or exploration work is obtained from the Building Official;

26. Small or unimportant work when approved by the Building Official.

B. Exemption from the permit requirements of this Chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Chapter or any other law, ordinance, rule or regulation.

C. Any person may obtain inspection services for work exempt from the permit requirements of this Chapter by applying for a permit for such work and paying the applicable fee.

D. Emergency Repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working day to the Building Official.

7.28.320 Permit—Application for permit.

Every application for permits shall be made in writing on the forms furnished for that purpose. Every application shall include the following:

A. The location of the premises by address and by legal description or County Assessor's description;

B. The name, address and phone number of the applicant;

C. The signature of the applicant or the applicant's authorized agent, who may be required to submit evidence of such authority;

D. Identify and describe the work to be covered by the permit for which application is made;

E. A description of the proposed use and occupancy of the proposed building, structure, or electrical, plumbing or mechanical installation and where existing buildings, structures, electrical, plumbing or mechanical installations are located on the premises, a complete description of the current and proposed use or occupancy of such buildings, structures or installations;

F. Any other such information that may be reasonably required by the Building Official;

G. An authorization to enter the property for the purpose of inspecting the work without an inspection warrant; and

H. An indication as to whether the building is to be heated and/or cooled.

I. State the valuation of the proposed work.

J. Include a nonconversion agreement signed by the applicant if the building in a flood hazard area has enclosed areas below the lower floor.

7.28.330 Permit—Application—Submittal Documents.

A. Application shall be submitted in a digital format. When authorized by the Building Official to be submitted in a paper format, a minimum of Five (5) sets of plans and two (2) sets of specifications shall be submitted with each application for examination except that plans and specifications shall not be required for small or unimportant work when approved by the Building Official.

B. Engineering calculations, stress diagrams, soil investigation reports, geological investigation reports, test data, electrical load calculations, gas and water supply demand calculations and other data sufficient to show the correctness of the plans and specifications and to assure that the proposed work will conform to all of the provisions of this Chapter shall also be submitted when required by the Building Official. Plans and specifications shall be prepared by a California licensed design professional (licensed architect or registered engineer) when required by the Building Official. The owner shall also submit a complete outline of the testing and inspection program proposed when special inspection is required pursuant to Section 7.28.620 of this Chapter.

C. Deferred Submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a later specified period of time.

Deferral of any submittal items shall have prior written approval of the Building Official. The licensed design professional of record shall list the deferred submittals on the plans and shall submit the deferred submittal documents for review by the Building Official. Submittal documents for deferred submittal items shall be submitted to the architect or engineer of record who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building. The deferred submittal items shall not be installed until their design and submittal documents have been approved by the Building Official.

D. When it is required that documents be prepared by a California design professional, the Building Official may require the owner to engage and designate on the building permit application an architect or engineer who shall act as the architect or engineer of record. If the circumstances require, the owner may designate a substitute architect or engineer of record who shall perform all the duties required of the original architect or engineer of record. The Building Official shall be notified in writing by the owner if the design professional of record is changed or is unable to continue to perform the duties. The design professional of record shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

7.28.340 Plans and specifications—Requirements.

A. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in three or more sets with each permit application. The construction documents shall be prepared by a California licensed design professional (a licensed architect or registered engineer) where required by the statute. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional.

B. The first sheet of each set of plans shall contain the address or legal description of the property where the work is proposed to be done, the name and address of the owner of the property and the name, address and signature of the person who has prepared the plans.

C. The plans shall include a plot plan which shall show the location of existing and proposed buildings or structures. The plot plan shall also show the location of all existing or proposed gas mains and services; water mains, water services, fire hydrants, sewer mains; underground or overhead power and communication lines; poles and transformers; waterways, storm drains, inlets, culverts, curbs, gutters, sidewalks, building sewer, wells, septic tanks and drainage fields. The plans shall also include a grading and drainage plan which shall show all existing elevations or contours and all proposed final elevations and the elevation of the first floor. This plan shall also show how all portions of the lot are to be drained and any necessary drainage structures. The grading and

drainage plan may be combined with the plot plan if such information can be clearly shown on the plot plan.

D. Where balconies or other elevated walking surfaces have weather-exposed surfaces, and the structural framing is protected by an impervious moisture barrier, the construction document shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

E. If the proposed work does not involve new buildings or structures and does not change the configuration of existing buildings or structures the Building Official may waive the requirements for a plot plan and grading or drainage plan. Where only minor grading is proposed and existing drainage patterns are not materially affected and the proposed work does not fall under the provisions of special flood hazard areas as set forth in Chapter 7.24 of this Title, the Building Official may waive the requirements for a grading and drainage plan.

7.28.350 Permit—Application—Plats required.

A. Three (3) copies of a topographic plat prepared and signed by a licensed land surveyor or a registered civil engineer shall be submitted with the application for a permit for any new building or structure or building proposed to be moved.

B. The Building Official may waive the requirements for such a plat for minor buildings or structures on parcels containing substantial existing development or where a plat has been previously submitted for a permit and where there have been no substantial changes in the elevations of the finished grade.

C. The plat shall show the location of all aboveground structures, retaining walls, fences, poles, transformers, overhead power and communication lines, wells, fire hydrants, drainage inlets, culverts, curbs, gutters, sidewalks, and waterways. The plat shall also show the known or reported location of underground structures, such as underground storm drains, water, sewer, gas, power and communication lines, septic tanks, and drainage fields.

D. The plat shall be drawn to a scale and shall show contours at intervals of one (1) foot or less on slopes up to three percent (3%) and contours at intervals not more than five (5) feet on slopes more than three percent (3%). Contours shall extend to the center of the street if not improved with curbs and gutters and need extend only to the gutter when improved with curbs and gutters.

E. Plat of the entire parcel shall not be required for parcels exceeding one acre located in a R-1 or A district, however, the following shall be provided:

1. Contours within one hundred (100) feet of any proposed building;
2. Contours or a profile of any existing or proposed access driveway. The Building Official may waive this requirement when the applicant can otherwise demonstrate that the

access driveway in conformance with the City standards plans and specifications or in accordance with the Director of Public Works.

F. A topographic plat is not required on any lot shown on any subdivision tract map if such tract map was filed within five (5) years prior to the application for a permit.

G. The Building Official may require a plat of a property line survey where the exact location of the property line is necessary for the enforcement of any of the provisions of this Chapter. If, after the issuance of a permit, a question arises as to the exact location of the property line, the Building Official may require a property line survey. Whenever a property line survey has been made, the property line shall be located by appropriate stakes or monuments and three copies of a plat of the survey shall be filed with the Building Official.

H. Nothing contained herein shall be constructed as relieving the land surveyor or civil engineer from complying with the provisions of the Land Surveyor's Act, Business and Professions Code, beginning with Section 8700.

7.28.360 Permit—Issuance—Generally.

A. If it appears upon examination of the application, plans, specifications and other information furnished by the applicant that the proposed work will conform to the provisions of this Chapter and any other applicable laws, ordinances, rules, and regulations, and upon payment of the prescribed fees, the Building Official shall issue a permit to the applicant.

B. When the Building Official issues a permit, he shall affix an official stamp of approval on three sets of plans and specifications. One (1) set of plans and specifications shall be retained by the City, one (1) set of plans and specifications shall be kept on the site of the construction or work, and one (1) set of plans and specifications shall be provided to the Office of the Alameda County Assessor. The approved plans shall not be changed without approval of the Building Official. All work authorized by the permit shall be done in accordance with the approved plans.

C. Permits are not transferable.

D. The set of plans and specifications retained by the City at the time of issuance of the permit shall be retained by the Building Official for a period not less than ninety (90) days from the date of the completion of the work covered therein, except that this provision shall not apply to plans and specifications required to be retained by Section 19850 of the Health and Safety Code of the State of California.

E. An accessory dwelling unit that is proposed to replace a detached garage shall be reviewed and issued a demolition permit concurrently with the review and issuance of a building permit for the accessory dwelling unit. The applicant shall not be required to provide written notice or post a placard for the demolition of a detached garage that is to

be replaced with an accessory dwelling unit, unless the property is located within an architecturally and historically significant historic district. *Government Code Sections 66314.(e) and (f).*

7.28.370 Permit—Issuance—Restrictions.
Permits may be issued to any person not acting in violation of Chapter 7, Division 3, of the Business and Professions Code of the State of California (Contractor's License Law).

7.28.380 Permittee responsibility.
It shall be the responsibility of a permittee to assure that all work authorized thereunder is done in accordance with the provisions of this Chapter and any other applicable law, ordinance, rule or regulations, and to make arrangements for the inspection of the work by the Building Official. If after inspection by the Building Official, correction of work completed is necessary, the holder of the permit shall be responsible for such correction.

7.28.390 Live loads posted.
In commercial. institutional or industrial buildings, for each floor or portion thereof designed for live loads exceeding 50 psf, such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices. A certificate of occupancy shall not be issued until the floor load signs have been installed.

7.28.400 Granting of permit not approval for violation.
A. The issuance of a permit or approval of plans and specifications shall not be construed to authorize any violation of any of the provisions of this Chapter or any other applicable laws, ordinances, rules, or regulations; and any permit or document purporting to give authority to violate this Chapter, or any other law, ordinance, rule or regulation shall not be valid except insofar as the work or use which it authorizes is lawful.

B. The issuance of a permit or approval based upon plans and specifications shall not prevent the Building Official from thereafter requiring the correction of errors in such plans and specifications or from preventing work being carried out thereunder in violation of this Chapter or any other applicable law, ordinance, rule or regulation.

7.28.410 Permit—Expiration.
A. Permits issued pursuant to this Chapter having a valuation of less than one million dollars ($1,000,000) shall expire one year from the date of issuance; and permits having a valuation of over one million dollars ($1,000,000) shall expire in two (2) years from the date of issuance.

B. Exception: whenever a permit is issued to correct a violation of this Chapter, or any other law, ordinance, rule or regulation, or to rehabilitate, repair, or demolish a dangerous, substandard, illegal, unsafe or unsanitary building or structure, electrical, plumbing or mechanical installation, or to otherwise abate a nuisance, the Building Official shall establish a reasonable time for the completion of the work.

C. Where permits for more than one building on the same site or subdivision are issued to the same applicant, the total valuation of all the permits shall be used for determining when the permits expire.

7.28.420 Application— Expiration.

A. Every application for a permit shall expire six (6) months after the application and accompanying plans and specifications have been checked by the Building Official.

B. Plans and specifications accompanying an expired application may be destroyed ten (10) days from the date of mailing the applicant notice of intention to destroy said plans and specifications.

7.28.430 Permit and Application—Extensions.

A. A permittee may request an extension of an issued permit prior to the expiration date. The Building Official may grant, in writing, one or more extensions of time for periods of not more than 180 days per extension. The permittee shall request an extension pursuant to this subdivision in writing and demonstrate justifiable cause for the extension.

B. Where work authorized by any permit has not commenced, extensions shall not be allowed if there have been revisions to any applicable law, ordinance, rule or regulations which would otherwise prohibit the proposed construction. Where work authorized by any permit has commenced any extension shall also require all work to conform to any applicable law, ordinance, rule, or regulation in effect at the time of the extension.

C. In requiring compliance with new laws, ordinances, rules or regulations, the Building Official shall consider the practical difficulties in making changes to existing construction and may allow work completed to remain without changes. The Building Official may also allow uncompleted work to proceed in accordance with the original approved plans.

D. An extension may be allowed for an application for a permit, but the work shall comply with applicable laws, ordinances, rules, and regulations in effect at the time of issuance of the extension. The applicant shall request the extension in writing and demonstrate justifiable cause for the extension. The extension request shall be received by the City prior to the expiration date of the application. The Building Official may grant, in writing, one or more extensions of time for periods of not more than 90 days per extension.

E. In allowing an extension additional fees may be imposed to cover any additional costs incurred by the City because of the extension.

7.28.440 Building Official—Authority to deny permit.
The Building Official may refuse to issue any permit where it cannot be demonstrated that:
A. The hazards of land slippage, erosion or settlement will be eliminated;

B. The proposed work will not be located on a trace of an active fault;

C. The proposed work will conform to Chapters 7.20 and 7.24 of this Title;

D. The placement of existing fills has not been subject to continuous inspection by a special inspector as required by Section 1705.6 of the California Building Code/International Building Code;

E. The private water supply will conform to Chapter 6 of the California Plumbing Code/Uniform Plumbing Code;

F. The private sewage disposal system shall be in conformance with Section 713 of the California Plumbing Code/Uniform Plumbing Code;

G. Whenever a licensed contractor has failed to make corrections as specified in Sections 7.28.570 through 7.28.610 of this Chapter.

H. A building permit for an unpermitted accessory dwelling unit or unpermitted junior accessory dwelling unit that was constructed prior to January 1, 2020, shall not be denied because the accessory dwelling unit violates building standards or because the accessory dwelling unit does not comply with state accessory dwelling unit law or this Chapter. This exception does not apply if a finding is made that correcting the violation is necessary to protect the health and safety of the public or occupants of the accessory dwelling unit or to a building that is deemed substandard pursuant to Health and Safety Code Section 17920.3. *(See Government Code Section 66332 for additional information).*

7.28.450 Permit—Suspension or revocation.
The Building Official may, in writing, suspend or revoke a permit issued under the provisions of this Chapter whenever the permit has been issued in error, or on the basis of incorrect information supplied, or in violation of this Chapter or any other applicable laws, ordinances, rules, or regulations.

7.28.460 Fees—Generally.
The provisions of this Chapter apply to fees collected by the Building Official.
A. The City Council shall, by resolution, adopt a schedule of fees for permits, reinspections, code compliance surveys, moved building inspections, plan and specification storage fees, additional plan checking, hourly rates for inspection services not covered by specific fees, and fees authorized by the Alquist-Priolo Geologic Hazards Zones Act.

B. At time of issuance of any permit required by this Chapter, the applicant shall pay the fees as established by resolution of the City Council.
C. Where work for which a permit is required by this Chapter is started or proceeds prior to obtaining such permit, a penalty fee, in addition to the permit fee, shall be assessed as follows:

Violation within two-year period	Penalty Fee
First	Equal to the permit fee
Second	Double the permit fee
Third and subsequent	Ten times the permit fee

The payment of such penalty fee shall not relieve any person from fully complying with all of the provisions of this Chapter.

D. The payment of a penalty fee shall not be required where the work was done two (2) years before the date it was determined that the work was done without a permit. A penalty fee shall not be required when the work was done or caused to be done by a previous owner of the property.

E. The determination of value or valuation under any of the provisions of this Chapter shall be made by the Building Official. The value to be used in computing the building permit and permit processing fees shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment at the time the permit is issued.

7.28.470 Permit processing fee.
Each application for a permit shall be accompanied by a fee equal to forty percent (40%) of the total permit fee rounded off to the nearest dollar. The permit processing fee shall be credited toward the total permit fee required. After permit processing has commenced, no portion of the permit processing fee shall be refundable.

7.28.480 Refunds.
A. Sixty percent (60%) of any permit fee may be refunded to the applicant prior to the expiration of the permit provided that the work authorized under the permit has not commenced. Thirty percent (30%) of the permit fee may be refunded to the applicant after a permit has expired provided that the work has not commenced, but in no case shall any refund be allowed after one (1) year from the date of expiration of the permit. Requests for refund shall be in writing. Any expenses incurred by the City other than the permit processing fee may be deducted from the refund.

B. If there was an error in calculating the amount of the permit fee and such error resulted in overpayment of the permit fee, the amount of overpayment may be refunded.

7.28.490 Fees—Partially completed work.

A. Where permits expire and the work has not been completed and a new permit is subsequently issued for the completion of the work, the fee for the new permit shall be based upon the fee schedule in effect at the time of issuance of the new permit based on the valuation to complete the work as determined by the Building Official (not on the original valuation assigned to the permit).

	Completed Inspections	Percent of Permit Fee
1.	If no inspections have been made	30
2.	If a foundation inspection has been made	27
3.	If the underground inspections have been made	24
4.	If the underfloor frame inspection has been made	21
5.	If the rough electric and rough plumbing inspections all have been made	18
6.	If the frame inspection has been made	15
7.	If the exterior lath inspection has been made	12
8.	If the insulation inspection has been made	9
9.	If the wallboard inspection has been made	6

B. The fee determined by the foregoing shall be rounded to the nearest dollar.

C. The foregoing is intended to apply to conventional wood-frame construction and is based on the number of inspections remaining to be made. Where the work is not conventional wood-frame construction, or does not constitute a complete building, or is a structure other than a building; the Building Official shall establish the fee based upon the number of inspections remaining to be made. The fee so established shall not exceed thirty percent (30%) or be less than six percent (6%); however, in no case shall the fee be less than the minimum permit fee approved under Section 7.28.460 of this Chapter.

D. Where a new permit is applied for more than one (1) year after the expiration of the original permit, the fee shall be based on the valuation of the work remaining to be done. The valuation shall be determined by the Building Official based on the cost to complete the work (not on the original valuation assigned to the permit) and the fees shall be based upon the fee schedule in effect at the time of the issuance of the new permit.

7.28.500 Additional fees for changes.

A. After a permit has been issued, minor changes or additions may be allowed under any permit when approved by the Building Official. However, additional fees shall be required

when the permit fee calculated for both the original work and the work in the proposed change exceeds the original permit fee by ten percent (10%). The additional fee shall be the difference between the original fee and the new fee.

B. Any change in use or in the number of guest rooms or dwelling units shall require the submission of a new application and the payment of an additional fee.
C. Any change which does not increase the amount of the original permit fee by ten percent (10%) but requires additional plan checking shall require the payment of a plan checking fee.

D. No refund shall be allowed for changes which would decrease the amount of the permit fee.

7.28.510 Reinspections.
Where an inspection is made and corrections are required and said corrections require more than one reinspection, or where an inspection has been called for and the work to be inspected is not ready for inspection, or where the approved plans and specifications are not on the job site, a reinspection fee shall be paid prior to making the reinspection.

7.28.520 Code compliance survey.
The owner of any property on payment of the required fee may request an inspection to determine if a building, structure or installation is in compliance with this Chapter and the City zoning ordinance.

7.28.530 Inspection fee—Moved building.
Prior to application for permits to move a building, structure, electrical, plumbing or mechanical installation, a moved building inspection shall be required.

7.28.540 Plan and specification storage fee.
A plan and specification storage fee shall be paid at the time of issuance of a permit for buildings for plans and specifications that are required to be maintained by Section 19850, Health and Safety Code of the state of California.

7.28.550 Fees for additional plan checking.
A rechecking fee shall be paid prior to performing additional plan checking or prior to approval of the plans where incomplete plans and specifications are submitted for checking and complete rechecking is required, or where corrections are not completely or correctly made and additional plan checking is required, or where changes are made to the plans and specifications which require additional plan checking, or when the project involves deferred submittal documents as defined in Section 7.28.330C of this Chapter.

7.28.560 Fees—Other inspection services.
The fee for other inspection services provided by the City for which no specific fee is established shall be at an hourly rate.

Article V. Inspections

7.28.570 Generally.
All construction or work for which a permit is required shall be subject to inspection by the Building Official and certain types of construction shall have continuous inspection by special inspectors, as specified in Section 7.28.620 of this Chapter.

7.28.580 Approvals required.
A. No work shall be done on any part of the building or structure, electrical, plumbing or mechanical installation beyond the point indicated in each successive inspection without first obtaining the written approval of the Building Official. Such written approval shall only be given after an inspection shall have been completed for each previous step in the construction. Written approvals may be indicated on an inspection record card which is provided for that purpose. All tests required by this Chapter shall be conducted in the presence of the Building Official. If the work will not pass the test, necessary corrections shall be made and the work shall be retested.

B. If the work inspected does not comply with this Chapter or any other applicable law, ordinance, rule, or regulation, written notice shall be given indicating the nature of the violation. Such notice may be delivered to the permittee, or the person in apparent control of the work on the site or may be posted in a conspicuous place on the site. Refusal, failure or neglect to comply with such notice within ten (10) days shall be considered a violation of this Chapter and any other applicable law, ordinance, rule or regulation.

C. Whenever a licensed contractor has failed to make corrections in the time specified in the notice, the Building Official may refuse to issue permits for any other work to be performed by such contractor at any location within the City until all necessary corrections have been made.

D. Work requiring a permit shall not be commenced until the permit holder or the agent of the permit holder shall have posted or otherwise made available an inspection record card such as to allow the Building Official conveniently to make the required entries thereon regarding inspection of the work. This card shall be made available by the permit holder until final approval has been granted by the Building Official.

7.28.590 Inspection required before use commences.
No work shall be covered, concealed or put to use until it has been tested, inspected, and approved as prescribed by this Chapter and any other applicable law, ordinance, rule or regulation. Any such work which has been covered or concealed before being inspected,

tested and approved shall be uncovered for inspection after notice to uncover has been given by the Building Official.

7.28.600 Notification for inspections required.
The permittee or his agent shall notify the Building Official when construction work is ready for inspection and make the necessary arrangement for inspection of the work for each of the following inspections:
A. Underground. When the excavation for any underground gas, water, sewage, steam, electrical lines, cables or conduits, or any ventilating ducts, septic tanks or fuel tanks or drainage fields, which have been completed and all such lines, cable conduits or ducts and tanks are in place and are ready for any required tests, but before backfilling;

B. Foundation. When the excavation for foundations is completed and forms and required reinforcing steel are in place but before any concrete is placed;
C. Drainage for Retaining Walls. When any required drainage facility is in place but before backfilling;

D. Underfloor. When all gas, water, steam, sewage, electrical lines, cables or conduits, or any ventilating ducts are in place and ready for any required tests but before any concrete, wood or steel flooring is placed;

E. Underfloor Framing. When all the underfloor framing, bracing and supports are in place and when all underfloor, electrical, plumbing, and mechanical work is in place but before any flooring is installed;

F. Lowest Floor Elevation. In flood hazard areas, upon placement of the lowest floor, including a basement, and prior to further vertical construction, the elevation certification required by the Chapter 7.24 of this code and Section 1612.4 of the Building Code or the Residential Code, as applicable shall be submitted to the Floodplain Administrator;

G. Shearwall or Diaphragm. When shear walls or diaphragms are installed and nailed or otherwise fastened to the structural framework and all hold downs, drag ties, chord splices, and anchor bolts are in place, but before any of the foregoing is covered or concealed;

H. Rough. When the roof, walls, floors, framing, bracing and supports are in place and all gas, water, drainage, and vent piping; all electrical cable, conduit, panels, outlets, junction boxes and wiring; all ventilating ducts equipment, vents and flues are in place and ready for any required tests but before any such work is covered or concealed;

I. Wood Frame. When all roof, wall, floor, framing, bracing, blocking, and chimneys are in place and all electrical, plumbing and mechanical work is in place but before any such work is covered or concealed;

J. Reinforced Concrete. When forms and reinforcing steel, sleeves, and inserts, and all electrical, plumbing and mechanical work is in place but before any concrete is placed;

K. Structural Steel. When all structural steel members are in place and all connections are complete but before such work is covered or concealed;

L. Reinforced Masonry. In grouted brick masonry when the vertical steel is in place and other reinforcing steel, bolts, anchors, and inserts are distributed. In masonry blocks when the units are laid up, and any reinforcing steel, bolts, anchors, and inserts are in place and when required cleanouts are installed but prior to placing any grout;

M. Types IV-A, IV-B, IV-C connection protection inspection. In buildings of Types IV-A, IV-B, IV-C construction, where connection fire-resistance ratings are provided by wood cover calculated to meet the requirements of Section 2304.10.1, inspection of the wood cover shall be made after the cover is installed, but before any others coverings or finishes are installed.

N. Insulation. When all insulation is in place but before the insulation is covered;

O. Lath. When all backing and lathing, interior and exterior, is in place but before any plaster is applied;

P. Wallboard. When all wallboard is in place but before joints and fasteners are taped and finished;

Q. Fire- and smoke-resistant penetrations. Protection of joints and penetrations in fire-resistance-rated assemblies, smoke barriers and smoke partitions shall not be concealed from view until inspected and approved.

R. Suspended Ceilings. When the hangers, lighting fixtures, sir diffusers, fire dampers, protective boxes, and the runners and supporting members are in place but before the ceiling is installed;

S. Fire Dampers. When the fire dampers are installed in the openings to be protected but before the ducts are connected;

T. Weather Exposed Balcony and Walking Surface Waterproofing. Where balconies or other elevated walking surfaces have weather-exposed surfaces, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious moisture barrier system shall not be concealed until inspected and approved. Exception: Where special inspections are provided in accordance with Section 1705.1.1, Item 3 of the Building Code.

U. Flood hazard documentation. If located in a flood hazard area, documentation of the elevation of the lowest floor as required in Section 1612.4 of the Building Code, shall be submitted to the building official prior to the final inspection.

V. Final. When all construction work including electrical, plumbing and mechanical work, exterior finish grading, required paving, and required landscaping is completed and the building, structure or installation is ready to be occupied or used but before being occupied or used.

7.28.610 Other inspections.
In addition to the foregoing called inspections, the Building Official may make or require any other inspection of any construction work to ascertain compliance with the provisions of this Chapter and any other applicable law, ordinance, rule, or regulation.

7.28.620 Special inspections.
A. In addition to the inspections required by Sections 7.28.570 through 7.28.610 of this Chapter, special inspections shall be provided in accordance with Chapter 17 of the California Building Code/International Building Code.

B. The inspection program required to be submitted in Section 7.28.330 shall designate the portions of the work to have special inspection and indicate the duties of the special inspectors. The special inspector shall be employed by the owner, the architect or engineer of record, or an agent of the owner, but not the contractor or any other person responsible for the work. When structural observation is required by the architect or engineer of record or the Building Official, the inspection program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur. The inspection program shall include samples of inspection reports and provide time limits for submission of reports.

C. Structural observation or special inspection does not include or waive the responsibility for inspections required by Section 1704 of the California Building Code/International Building Code, Section 7.28.600 of this code, or other sections of this code.

D. Exception. The Building Official may waive the requirement or the employment of a special inspector if the construction is of a minor nature.

7.28.630 Inspections—Moved buildings, structures, installations or systems.
A. Notwithstanding the provisions of Section 7.28.240 of this Chapter, all existing buildings or structures, including all electrical, plumbing or mechanical installations, and all existing electrical, plumbing and mechanical installations which are moved into or within the City shall comply with all the requirements of this Chapter for new buildings, structures, or installation. Moved apartment houses and dwellings may retain existing materials and methods of construction; provided however, this section shall not be interpreted to permit such apartment houses and dwellings to become or continue to be a dangerous building or substandard building.

B. Prior to issuance of a permit to move any building, structure, electrical, plumbing or mechanical installation into or within the City, the Building Official shall inspect the building, structure, electrical, plumbing or mechanical installation proposed to be moved for compliance with this Chapter and any other law, ordinance, rule, or regulation. The Building Official may require the applicant to remove all or a portion of the wall or ceiling and any other material to inspect concealed portions of the building, structure, electrical, plumbing or mechanical installation proposed to be moved. If after inspection of the building, structure, electrical, plumbing or mechanical installation proposed to be moved, the Building Official determines that it is not practical to alter the building, structure, electrical, plumbing or mechanical installation so that it will comply with the foregoing provisions, the Building Official may deny the application for a permit. The Building Official shall notify the applicant in writing, stating the reason for such denial.

C. After the building has been moved it shall be placed upon a new foundation as soon as practical but not later than one hundred twenty (120) days from the time the building was moved to the site. If after one hundred twenty (120) days the building has not been placed on the foundation, said building shall be deemed to be a public nuisance and may be abated in accordance with the procedures specified in Chapter 7.52 of this Title or by any other remedy available at law or in equity.

Article VI. Occupancy

7.28.640 Generally.

No building, structure, electrical, plumbing, or mechanical installation or portion thereof shall be occupied or used unless the Building Official has made final inspections and approved the work regulated by this Chapter and all work required by other City departments or other agencies has been inspected and approved by such department or agency.

7.28.650 Approval to connect utilities.

No person shall supply water, electrical energy, or fuel gas to any building, structure, electrical, plumbing or mechanical installation until the building, structure, electrical, plumbing or mechanical installation has been inspected and approved by the Building Official. The Building Official may withhold approval to supply water, electrical energy, or fuel gas to any building, structure, electrical, plumbing or mechanical installation until there is full compliance with the provisions of this Chapter or compliance with applicable laws, ordinances, rules or regulations enforced by other agencies concerned with the construction of such building, structure, electrical, plumbing, or mechanical installation.

7.28.660 Temporary or partial occupancy.

The Building Official may authorize the use or occupancy of all or portions of a building, structure, electrical, plumbing, or mechanical installation prior to completion of the entire building, structure, electrical, plumbing, or mechanical provided that the work completed

has been inspected and approved and that no hazard would result by such use or occupancy. The Building Official in granting such authorization may impose any reasonable conditions as may be necessary to protect life, health and property. Such authorization may include a time limit and may be revoked for violation of conditions and shall expire in the time specified. The Building Official may order any person supplying water, electrical energy, or fuel gas to discontinue supplying water, electrical energy, or fuel gas when authorization to use or occupy pursuant to this section has expired or been revoked.

7.28.670 Authority to withhold approval to occupy.

A. The Building Official may withhold approval to occupy or use any building, structure, electrical, plumbing or mechanical installations until all fees charged by the City for any zoning application development approval, inspection fee or any other fee has been paid. In the case of a subdivision this provision shall apply to all buildings or structures located within said subdivision.

B. The Building Official may withhold approval to occupy or use any building, structure, electrical, plumbing or mechanical installations until all development improvements including off-site improvements have been completed and approved by other City departments or any other agency concerned with said improvements.

7.28.680 Change of Occupancy.

A building or structure shall not be used or occupied in whole or in part, and a change of occupancy or a change of use of a building or structure or portion thereof shall not be made, until the Building Official has made final inspections and approved the change of occupancy. Approval to occupy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City.

Chapter 7.32

BUILDING CODE

Sections:

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7.32.125 Section 310.1.1, Chapter 3, Accessory Dwelling Unit Occupancy - Added
7.32.130 Section502.2.1, 502.2.2, 502.2.3, 502.2.4, Chapter 5, Address illumination.
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7.32.190 Section 1505.1, Chapter 15, Fire Classification-Amended.
7.32.200 Table 1607.1, Chapter 16, Minimum Uniformly Distributed Live Loads, L_o, and Minimum Concentrated Live Loads -Amended.
7.32.210 Section 1705.3, Exception 1, Chapter 17, Concrete Construction – Amended.
7.32.220 Section 1905.6.2 Seismic Design Categories C, D, E and F— Amended.
7.32.230 Table 2308.10.1, Chapter 23, Wall Bracing Requirements-Amended.
7.32.240 Section 2308.6.10.9, Attachment of Sheathing-Amended.
7.32.250 Section 3115.1, Chapter 31, Prohibited Installations-Added.
7.32.260 Section 3203, Chapter 32, Signs-Added.

7.32.270 Section H101.2, Signs exempt from permits -Deleted.
7.32.280 Section 1010, Appendix Chapter 10, Building security – Added.
7.32.290 Section G101.4, Chapter Appendix G, Violations-Amended.
7.32.300 Section G101.5, Chapter Appendix G, Designation of floodplain administrator-Amended.

7.32.010 Title.
The building codes adopted by section 7.32.030 and the provisions of this Chapter shall constitute the Dublin Building Code and may be referred to as such.

7.32.020 Purpose.
The promotion and preservation of the public health, safety and general welfare of the people of the City and the property situated therein have made necessary the adoption of the building codes referred to in Section 7.32.030 in order to adequately safeguard life, health, property, and general welfare. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

7.32.030 Adoption of Building Codes.
A. The 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Building Code, 2024 Edition, including Appendix Chapters, F, G, H, and I, , as published by the International Code Council, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IBC") are hereby adopted and incorporated by reference herein.

The codes and standards referenced in this code shall be considered part of this code to the prescribed extent of each such reference. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Mechanical, Plumbing, Housing, Fire or Energy Codes, the provisions of these codes as applicable, shall take precedence over the provisions in the referenced code or standard.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.32.030.A, the State Code and the International Building Code are amended as set forth in Sections 7.32.110 through 7.32.300.

7.32.040 Scope.

A. The provisions of this Code shall apply to the installation, erection, construction, enlargement, addition to, alteration, repair, relocation, removal, demolition, conversion, replacement, equipment, use and occupancy, location, replacement, and maintenance of every building or structure or any appurtenances connected or attached to such buildings or structures within the City.

B. The permissive provision of this Code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property, or public welfare.

C. Buildings shall be made accessible to persons with disabilities as required by Title 24 California Code of Regulation. Whenever there is a conflict between the provisions of this Code and Title 24, California Code of Regulations with respect to the accessibility of buildings to persons with disabled, the provisions of Title 24 shall prevail.

7.32.050 Exceptions.

The provisions of this Code shall not apply to:

A. Work located in a public street;

B. Trailer coaches, campers, mobile homes, motor vehicles, railroad cars, and aircraft; however, if any of the foregoing are permanently placed on the ground or have their wheels removed for other than temporary repairs, they shall comply with all of the provisions of this Code;

C. Houseboats or other watercraft; however, if any of the forgoing are stored out of the water and are used for any purpose whatsoever, they shall comply with all of the provisions of this Chapter;

D. Towers or poles supporting communication lines or power transmission lines;

E. Dams, flood control and drainage structures;

F. Portable amusement devices and structures, including merry-go-rounds, ferris wheels, rotating conveyances, slides, similar devices, and portable accessory structures whose use is necessary for the operation of such amusement devices and structures but not including any storage building or detached structure which is not an integral part of the device.

G. Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the Residential Code.

7.32.060 Additions, alterations and repairs-Generally.

Buildings or structures to which additions, alterations, or repairs are made shall comply with all the requirements of this Code for new buildings or structures

except as specifically provided for in this section and Sections 7.32.070 through 7.32.100.

7.32.070 Additions, alterations and repairs-Code compliance.

Additions, alterations or repairs may be made to any building or structure without requiring the existing building or structure to comply with all the requirements of this Code, provided the addition, alteration or repair conforms to that required for a new building or structure. Additions or alterations shall not be made to an existing building or structure which will cause the existing building or structure to be in violation of any of the provisions of this Code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate egress in compliance with the provisions of this Code or will obstruct existing exits; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life. Any building so altered, which involves a change in use or occupancy, shall not exceed the height, number of stories and area permitted for new buildings. Any building plus new additions shall not exceed the height, number of stories and area specified for new buildings. Additions or alterations shall not be made to an existing building or structure when such existing building or structure is not in full compliance with the provision of this Code.

7.32.080 Alterations and repairs-Apartment houses, hotels and dwellings.

A. The provisions of Section 7.32.070 shall not prohibit the alteration or repair of any legally established existing apartment house, hotel, dwelling or structure accessory thereto which retains, replaces or extends the use of the original materials or continued use of original methods of construction provided such alteration or repair does not create or continue a dangerous building as defined in Section 7.28.220, a substandard building as defined in Section 7.28.090 of the Dublin Municipal Code. However, such alteration or repair shall not reduce any required fire resistance below that specified by this Code, reduce the resistance to lateral forces below that specified by this Code, or increase the stress or deflection of any member so as to exceed that specified by this Code.

B. The provisions of Section 7.32.070 pertaining to additions shall not require any legally existing apartment house, hotel, dwelling, or structure accessory thereto to be made to conform to the provisions of this Code solely because of the construction of the addition. However, this section shall not be construed to permit the addition to increase the stress or deflection of any existing member so as to exceed that specified by the building code. Whenever an addition increases the number of occupants which must exit through the existing building all of the exit facilities serving the increased number of occupants shall comply with the provisions of this Code.

C. Whenever a new dwelling unit is created either by new construction, or by an alteration to an existing building, separate gas and electrical meters shall be provided.

7.32.090 Additions-Apartment houses, hotels and dwellings.
Notwithstanding the provisions of Section 7.28.240 whenever alterations, repairs, or additions requiring a permit or one (1) or more sleeping rooms are added or created in existing Group R Occupancies, the entire building shall be provided with smoke alarms and carbon monoxide alarms located as required for new Group R Occupancies.

Furthermore, spark arrestors shall be installed on all chimneys connected to solid burning fuel-burning appliances.

7.32.100 Repair of roof covering.
Roof coverings may be repaired or replaced with materials as set forth in Section 7.32.190.

7.32.110 Chapter 1 Division II, Administration-Deleted.
Chapter 1 Division II is deleted.

7.32.120 Section 202, Chapter 2, Definitions of Substantial Damage and Substantial Improvement – Added.
The definitions of “Substantial Damage” and “Substantial Improvement” in Section 202 of the State Code are amended to read as follows:

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement. Any one or more or any combination of repair, reconstruction, rehabilitation, alterations, addition or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to January 1, 2023. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, included either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

7.32.125 Section 310.1.1, Chapter 3, Accessory Dwelling Unit Occupancy – Added.

Section 310.1.1 is added to read:

310.1.1 Accessory Dwelling Unit Occupancy. Construction of an accessory dwelling unit shall not constitute a Group R occupancy change under the building code, unless the Building Official makes a written finding based on substantial evidence in the record that the construction of the accessary dwelling unit could have a specific, adverse impact on public health and safety. Nothing in this paragraph shall be interpreted to prevent the Building Official from changing the occupancy code of a space that was unhabitable or was only permitted for non-residential use and was subsequently converted for residential use pursuant to *Government Code Section 66314.(d)(8).*

7.32.130 Sections 502.2.1, 502.2.2, 502.2.3, 502.2.4, Chapter 5, Address illumination – Added.

Sections 502.2.1, 502.2.2, 502.2.3, 502.2.4 are added to read:

502.2.1 The address number(s) shall be illuminated during the hours of darkness. The light source shall be provided with an uninterruptible AC power source or controlled by a photoelectric device.

502.2.2 Exterior doors in commercial tenant space numbers shall be addressed as required in section 502.1. Exception, dual doors may have the addresses on one door or centered above the doors. In addition, all rear doors or service doors will have the name of the business in 4-inch-high lettering.

502.2.3 No other number may be affixed to a structure that might be mistaken for, or confused with, the number assigned to the structure.

502.2.4 The assigned address, including the suite number, shall be displayed on all electric meters in accordance with utility company standards.

7.32.140 Section 507.14, Chapter 5, Frontage Restriction-Added.

A new Section 507.14 is added to read:

507.14 Frontage Restriction. The increase in area permitted by Sections 506.3, 507.1 through 507.13 of this Section shall not be allowed unless or until the owner of the required yard shall file an agreement binding such owner, his heirs, and assignees, to set aside the required yard as unobstructed space having no improvements. Such agreement shall be recorded in the Alameda County Recorder's Office.

Exception: When using the public way for frontage increase.

7.32.150 Section 706.1, Chapter 7, Fire Walls-Amended.

Section 706.1 is amended by adding a new subsection 706.1.3 to read:

706.1.3 Fire walls shall not be considered to create separate buildings for the purpose of automatic fire-sprinkler system requirements as set forth in Chapter 9.

7.32.160 Deleted

7.32.170 Deleted

7.32.180 Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 – Deleted; 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3 Amended; and 903.2.2.3, 903.2.8 Exception 5, 903.2.8 Exception 6 and 903.2.30 -Added.

Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception, 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 are deleted; Sections 903.2.1.1#1, 903.2.1.2#1, 903.2.1.3#1. 903.2.1.4#1, 903.2.2, 903.2.3#1, 903.2.4, 903.2.4#1, 903.2.7#1, 903.2.9, 903.2.9#1, 903.2.9#2, 903.2.9#3 and 903.2.11.3, are amended to read as follows; and Sections 903.2.2.3, 903.2.8 Exception 5, 903.2.8 Exception 6 and 903.2.30 are added to read as follows:

903.2.1.1 **Group A-1 Occupancies.**

1. The fire area exceeds 3,000 square feet (279 m²).

903.2.1.2 **Group A-2 Occupancies.**

1. The fire area exceeds 3,000 square feet (279 m²).

903.2.1.3 **Group A-3 Occupancies.**

1. The fire area exceeds 3,000 square feet (279 m²).

903.2.1.4 **Group A-4 Occupancies.**

1. The fire area exceeds 3,000 square feet (279 m²).

903.2.2 **Group B Occupancies.**

An automatic sprinkler system shall be provided for Group B occupancies as required in sections 903.2.2.1, 903.2.2.2 and 903.2.2.3.

902.2.2.3. The fire area exceeds 3,000 square feet (279 m²).

903.2.3 **Group E Occupancies.**

1. Throughout all Group E fire areas greater than 3,000 square feet (279 m²).

903.2.4 **Group F Occupancies.**

An automatic sprinkler system shall be provided throughout all buildings containing a Group F occupancy where one of the following conditions exists:

1. A Group F fire area exceeds 2,500 square feet (232 m²).

903.2.7 **Group M Occupancies.**

1. A Group M fire area exceeds 2,500 square feet (232 m²).

903.2.8 Exceptions 5 **Group R Occupancies.**

5. Accessory Dwelling Unit, provided that all of the following are met:

5.1 The unit meets the definition of an Accessory Dwelling Unit as defined in the Government Code Section 66313.

5.2 The existing primary residence does not have automatic fire sprinklers.

5.3 The accessory dwelling unit does not exceed 1,200 square feet in size.

5.4 The unit is on the same lot as the primary residence.

903.2.8 Exceptions 6 **Group R Occupancies.**

The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in an existing principal residence or multifamily building. *(Government Code Sections 66314(d)(12) and 66323 (d).*

903.2.9 **Group S Occupancies.**

An automatic sprinkler system shall be installed in all Group S occupancies as follows:

1. The fire area exceeds 2,500 square feet (232 m²);

2. Buildings with repair garages servicing vehicles parked in basements.
3. A Group S fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m^2)

903.2.11.3 **Buildings Three Or More Stories in Height.**
An automatic sprinkler system shall be installed in all occupancies, regardless of type of construction, if the building is three or more stories or more than 35 feet in height measured from the pad grade level to the highest point of the building. An automatic sprinkler system shall be installed in all other occupancies as may be required by the California Building and Residential Code.

903.2.30 **All Occupancies.**
An automatic fire-extinguishing system shall be installed in all occupancies located more than one and one half (1½) miles from a fire station providing fire protection to that location. Said distance shall be measured in a straight line.

Buildings containing portions which are required to have an automatic fire extinguishing system because of the number of stories shall have the automatic fire extinguishing system installed throughout and fire walls as set forth in Section 706 shall not be considered as creating separate buildings for the purpose of this section.

Whenever an addition is made to an existing building, automatic fire-extinguishing systems shall be installed if the existing building plus the addition exceeds the area or height limitations set forth in this section. Whenever the use of an existing building or portion thereof is changed in any manner so as to require the installation of an automatic fire-extinguishing system, said system shall be installed in that portion of the building housing the new use.

(Sections 903.2 Exception, 903.2.1.2#4, 903.2.1.3#4, 903.2.2.1 Exception 903.2.3#2 Exception, 903.2.3#5, 903.2.4#2, 903.2.4#3, 903.2.7#2, 903.2.7#3, 902.2.7#4, 903.2.7.2, 903.2.9#3, 903.2.9#4, 903.2.9.1, 903.2.10, and 903.2.10.1 are deleted)

7.32.190 Section 1505.1, Chapter 15, Fire Classification-Amended.
Section 1505.1 is amended to read:

1505.1 General. Roof Assemblies shall be divided into the classes defined below. Class A, B, and C roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof

coverings shall be tested in accordance with ASTM D 2898. The minimum roof coverings installed on buildings shall comply with the following:

1. **Map of Fire Safe Roof Areas.** Figure 15-1* is a map of Fire Safe Roof areas. Said map may be amended from time to time by including areas which are annexed to the City within one of the two roofing areas. Said amendments may be made by the Building Official after consultation, with the Chief of the Fire Department having jurisdiction.

2. **Roofing Area 1.** Any new roof and any alteration, repair or replacement for buildings housing R & U occupancies in Roofing Area 1 shall use roof covering material that conforms to Class B or better or shall be made of concrete, ferrous or copper metal, clay, slate or similar non-combustible material.

3. **Roofing Area 2.** Any new roof for buildings using roof covering material that conforms to Class C or better or shall be made of concrete, ferrous or copper metal, clay, slate or similar non-combustible material.

4. **Other Occupancies.** Any new roof covering and any alterations, repairs or replacement of roof covering material for buildings housing all other occupancies shall conform to the requirements as set forth in Roofing Area 1.

* Editor's Note: Figure 15-1 is on file in the office of the City Clerk.

7.32.200 Table 1607.1, Chapter 16, Minimum Uniformly Distributed Live Loads, L_o, and Minimum Concentrated Live Loads -Amended.

Table 1607.1 is amended by adding a new Footnote e to read:

e. Bridges for vehicular traffic shall be designed for H20 loading as designated by the American Association of State Highway Officials.

7.32.210 Section 1705.3 Exception 1, Chapter 17, Concrete Construction – Amended.

Section, 1705.3 Exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa) regardless of the compressive strength specified in the construction documents or used in the footing construction.

7.32.220 Section 1905.6.2 Seismic Design Categories C, D, E and F—

Amended.

Section, 1905.6.2 Seismic Design Categories – Amended

Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:
(1) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
Exception:
In detached one- and two-family dwelling three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.
(2) Plain concrete footing supporting walls are permitted, provided the footings have no fewer than two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. Not fewer than one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

7.32.230 Table 2308.10.1, Chapter 23, Wall Bracing Requirements– Amended.

Table 2308.10.1 is amended by adding new footnotes “f” and “g” to read:

f. Methods PBS, HPS, and SFB are not permitted in Seismic Design Category D and E.
g. Methods GB, DWB and PCP are not permitted in Seismic Design Category E.

7.32.240 Section2308.6.10.9, Attachment of Sheathing-Amended.

Section 2308.6.10.9, is amended by adding a second paragraph:

All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inches (6096 mm) intervals along the top plate of discontinuous vertical framing.

7.32.250 Section 3116.1, Chapter 31, Prohibited Installations-Added.

A new Section 3116.1 is added to read:

> **3116.1 Prohibited Installations.** It shall be unlawful to install a wood burning fireplace or wood burning appliance that is not one of the following:
>
> 1) Pellet-fueled wood heater,
> 2) EPA certified wood heater,
> 3) Fireplace certified by EPA

7.32.260 Section 3203, Chapter 32, Signs-Added.
A new Section 3203 is added to read:

> **3203 Signs.** Signs when placed flat against the wall of a building shall not project beyond the front property line more than 12 inches (305mm).

7.32.270 Section H101.2, Signs exempt from permits -Deleted.
Section H101.2 is deleted.

7.32.280 Section 1010, Appendix Chapter 10, Building security – Added.
Appendix Chapter 10 is added to read:

Section 1010 building security shall be in accordance with the *Uniform Building Security Code* in addition to the following:

* *Editor's Note: See Chapter 7.34 Residential Code for single family or townhouse requirements.*

(A) **Addressing.** All buildings shall be addressed as follows:

(1) Walkways serving six (6) or more individual units where the front entrance is not parallel to the street and driveways servicing six (6) or more individual dwelling units shall have minimum of 4-inch-high identification numbers, noting the range of unit numbers placed at the entrance to each driveway at a height between thirty-six (36) and forty-two (42) inches above grade. The address numbers shall be illuminated during the hours of darkness. The light source shall be provided with an uninterruptible AC power source or controlled only by a photoelectric device.

(2) There shall be positioned at each street entrance of a multi- family complex having more than one structure, an illuminated diagrammatic representation (map) of the complex that shows the location of the viewer and the unit designations within the complex. It shall be lighted during the hours of darkness utilizing a light source, which is constructed of weather and vandal resistant materials and provided with an uninterruptible AC power source or controlled by a photoelectric device. Nothing in this section shall preclude the requirement for circuit protection devices where applicable.

(3) If the building is adjacent to an alley, the number shall also be placed on or adjacent to the rear gate accessing the alley. Any building with vehicular access to the rear through a public or private alley shall display, in a clearly visible location, a highly reflective or illuminated address number a minimum of four (4) inches in height.

(4) Where more than one (1) building is accessed by a common street entrance or there are multiple buildings on the same lot, each principal building shall display the number or letter assigned to that building on each corner of the building, as determined by the Building Official. These numbers shall be made visible during the hours of darkness. The street name may also be required when there is a secondary street frontage.

(5) Addressing shall not be obstructed by architectural structures such as trellises, arbors, balconies, light fixtures and or landscaping.

(6) In Commercial Day Care or Education facilities, all interior and exterior doors shall be provided with a room number on the door. A map of the facilities detailing location of all rooms and their uses shall be kept on file at the facilities on-site office.

(B) **Exterior Openings.** Exterior opening shall be as follows:

(1) Swinging exterior wood and steel doors shall be equipped as follows:

(a) A single or double door shall be equipped with a double- or single-cylinder deadbolt. The bolt shall have a minimum projection of one (1) inch and be constructed so as to repel cutting tool attack. The deadbolt shall have an embedment of at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a cylinder guard, a minimum of five pin tumblers and shall be connected to the inner portion of the lock by connecting screws of at least one-fourth (1/4) inch in diameter. The provisions of this paragraph do not apply where: (a) panic hardware is required, (b) conflicts with emergency egress requirements of the building and fire codes or (C) an equivalent device is approved by the authority having jurisdiction.

(b) Doorstop on a wooden jamb for an in-swing door shall be of one-piece construction with the jamb joined by a rabbet.

(c) For the purpose of this section, doors leading from garage areas into a dwelling are exterior doors.

(2) Double doors shall be equipped as follows:

(a) The inactive leaf of double door(s) shall be equipped with metal flush bolts that have a minimum embedment of five-eighths (5/8) inch into the head and threshold of the doorframe.

(b) Double doors shall have an astragal constructed of steel a minimum of .125 inch thick, which will cover the opening between the doors. The astragal shall be a minimum of two (2) inches wide and extend a minimum of one (1) inch beyond the edge of the door to which it is attached. The astragal shall be attached to the outside of the active door by means of welding or with non-removable bolts spaced apart on not more than ten (10) inch centers. (The door to which such an astragal is attached must be determined by the fire safety codes adopted by the enforcing authority.)

(3) Aluminum frame swinging doors shall be equipped as follows:

(a) The jamb on all aluminum frame-swinging doors shall be so constructed or protected to withstand 1,600 pounds of pressure in both a vertical distance of three (3) inches and a horizontal distance of one (1) inch each side of the strike, to prevent violation of the strike.

(b) A single or double door shall be equipped with a double cylinder deadbolt with a bolt projection exceeding one (1) inch, or a hook shaped or expanding dog bolt that engages the strike sufficiently to prevent spreading. The deadbolt lock shall have a minimum of five pin tumblers and a cylinder guard.

(4) Panic hardware, whenever required by the California Building Code or Title 19, California Administration Code, shall be installed as follows:

(a) Panic hardware shall contain a minimum of two (2) locking points on each door; or

(b) On single doors, panic hardware may have one locking point, which is not to be located at either the top or bottom frame. The door shall have an astragal constructed of steel .125 inch thick, which shall be attached with non-removable pins to the outside of the door. The astragal shall extend a minimum of six (6) inches vertically above and below the latch of the panic hardware. The astragal shall be a minimum of two (2) inches wide and extend a minimum of one (1) inch beyond the edge of the door to which it is attached.

(c) Double doors containing panic hardware shall have an astragal attached to the doors at their meeting point, which will close the opening between them, but not interfere with the operation of either door. (The astragal shall not interfere with the safe operation of emergency egress).

(5) Horizontal or Sliding Doors shall be installed as follows:

(a) In commercial occupancies, horizontal sliding doors shall be equipped with a metal guide track at top and bottom and a cylinder lock and/or padlock with a hardened steel shackle which locks at both heel and toe, and a minimum five pin tumbler operation with non-removable key when in an unlocked position. The bottom track shall be so designed that the door cannot be lifted from the track when the door is in a locked position.

(b) In residential occupancies, locks shall be provided on all sliding patio doors. The lock bolt on all glass patio doors shall engage the strike sufficiently to prevent its being disengaged by any possible movement of the door within the space or clearance provided for installation and operation. The strike area shall be of material adequate to maintain effectiveness of bolt strength.

(c) Sliding patio glass doors opening onto patios or balconies which are less than one story above grade or are otherwise accessible from the outside shall have the moveable section of the door sliding on the inside of the fixed portion of the door or possess an approved secondary lock mounted on interior of moveable section.

(6) In office buildings (multiple occupancy), all entrance doors to individual office suites shall meet the construction and locking requirements for exterior doors.

(7) In commercial occupancies, windows shall be deemed accessible if less than twelve (12) feet above the ground. Accessible windows having a pane exceeding ninety-six (96) square inches in an area with the smallest dimension exceeding six (6) inches and not visible from a public or private thoroughfare shall be protected with burglary resistant glazing or other approved methods as determined by the Building Official.

(8) Side or rear windows of the type that can be opened shall, where applicable, be secured on the inside with either a slide bar, bolt, crossbar, auxiliary locking device, and/or padlock with a hardened steel shackle, a minimum four pin tumbler operation.

(9) Protective bars or grills shall not interfere with the operation of opening windows if such windows are required to be operable by the California Building Code.

(10) All exterior transoms exceeding ninety-six (96) square inches on the side and rear of any building or premises used for business purposes shall be protected with burglary resistant glazing or other approved methods as determined by the Building Official.

(11) Roof openings shall be equipped as follows:

(a) All skylights on the roof of any building or premises used by business purposes shall be provided with:

(1) Rated burglary resistant glazing; or

(2) Iron bars of at least one-half (1/2) inch round or one by one-fourth (1 x ¼) inch flat steel material under the skylight and securely fastened; or

(3) Steel grills of at least one-eighth (1/8) inch material with a maximum two (2) inches mesh under the skylight and securely fastened.

(4) A monitored intrusion alarm system. The system shall be kept operable at all times. The Chief of Police may require periodic testing of the alarm system to verify proper operation.

(b) All hatchway openings on the roof of any building or premises used for business purposes shall be secured as follows:

(1) If the hatchway is of wooden material, it shall be covered on the inside with at least sixteen (16) U.S. gauge sheet metal, or its equivalent, attached with screws.

(2) The hatchway shall be secured from the inside with a slide bar or slide bolts. (Fire Department approval may be desired.)

(3) Outside hinges on all hatchway openings shall be provided with non-removable pins when using pin-type hinges.

(c) All air duct or air vent openings exceeding ninety-six (96) square inches on the roof or exterior walls of any building or premises used for business purposes shall be secured by covering the same with either of the following:

(1) Iron bars of at least one-half (1/2) inch round or one by one-fourth (1 x ¼) inch flat steel material spaced no more than five (5) inches apart and securely fastened; or

(2) Iron or steel grills of at least one-eighth (1/8) inch material with a maximum two (2) inch mesh and securely fastened.

(3) If the barrier is on the outside, it shall be secured with bolts which are non-removable from the exterior.

(4) The above must not interfere with venting requirements creating a potentially hazardous condition to health and safety or conflict with the provisions of the California Building Code or Title 19, California Administrative Code.

(12) Exterior roof ladders shall not be permitted.

(13) Exterior electrical or phone panels are not permitted in commercial occupancies.

(14) Separation walls for individual commercial tenant spaces housed within a common structure shall be solid with sheathing and continuous from the structure's foundation to roof or floor / ceiling assembly. If both sides of the tenant spaces are accessible, then each side shall be sheathed.

(15) Intrusion Devices.

(a) If the enforcing authority determines that the security measures and locking devices described in this Chapter do not adequately secure the building, due to special conditions, he/she may require the installation and maintenance of an intrusion device (burglar alarm system).

(C) **Landscaping.**

(1) Shrubs and ground cover shall not directly cover windows and doorways.

(2) River rock used near parking lots or buildings shall be permanently affixed.

(3) Open space and buildings shall be arranged to afford visibility and opportunity for surveillance by on-site users and passers-by.

(4) Barriers, both real and symbolic, shall be designed to afford opportunities for surveillance through the barrier.

(5) For residential development, backyard gates shall be the full height of the wall or fence adjacent and capable of being locked.

(6) For residential development, walls or fences, if installed, shall be a minimum of 6 feet in height when adjacent to any of the following:

Reverse frontage
Retention/detention areas
Parks
Commercial areas
Industrial areas
Bike paths

(D) **Lighting.** Lighting of buildings or complexes shall at a minimum be illuminated as follows:

(1) A site plan shall be provided showing buildings, parking areas, walkways, detailed landscaping and a point-by-point photometric calculation of the required light levels.

(2) All exterior entrances shall be illuminated with a uniformly maintained minimum level of one foot candle of light between ground level and 6 vertical feet within a minimum radius of 15 feet from the center of the entrance between sunset and sunrise.

(3) Postal Service “gang boxes” (group postal boxes) shall be illuminated with a uniformly maintained minimum level of one foot candle of light.

(4) Lighting of all exterior areas shall be designed to maximize surveillance and reduce conflicts with building design, mature landscaping, and to minimize glare.

(5) Open stairways shall be illuminated with a minimum maintained five-tenths (0.5) foot-candle of light in all landings and stair treads between sunset and sunrise. Enclosed stairways and enclosed common corridors shall be illuminated at all times with a minimum maintained one-foot candle of light on all landings and stair treads.

(6) Private streets, alleys, and emergency access roads shall be illuminated using the same standards as established for public thoroughfares.

(7) Aisles, passageways, pedestrian walkways and recessed areas related to and within a building, a building complex, or providing access to a building or building complex from a parking lot or right of way shall be illuminated with a minimum uniformly maintained minimum level of one foot candle of light between ground level and six vertical feet between sunset and sunrise or other methods approved by the Building Official.

(8) Open parking lot and/or carport and refuse areas shall be provided with and maintained to a minimum of one foot-candle of light on the parking surface. The Building Official may approve a lower light level, if it can be demonstrated that the lower level provides for sufficient security lighting.

(9) Covered parking lots or covered portions of parking lots shall be illuminated with a uniformly maintained minimum level of one-foot candle of light between ground level and 6 vertical feet between sunset and sunrise. Lighting shall be designed so that architectural or structural features do not obstruct the minimum light coverage.

(10) Parking structures or enclosed or partially enclosed parking lots shall be illuminated with a uniformly maintained minimum level of two-foot candles of light between ground level and 6 vertical feet between sunrise and sunset (daylight hours).

(11) Lighting fixtures shall be so arranged as to illuminate light uniformly over the parking surface and be tamper resistant.

(12) Public rest rooms, rooms identified for the general public and children's recreation areas shall be provided with emergency lighting meeting section 1006 of this Code.

All light sources required by this section shall be: (a) controlled by a photocell device or a time clock that will turn the lights on at dusk and off at dawn and (b) protected by weather and vandal resistant covers.

(E) **Garage Type (Vehicle) Doors.** Garage-type doors, which are either rolling overhead, solid overhead, swinging, sliding, or accordion style doors shall conform to the following standards:

(1) Wood doors shall have panels a minimum of five-sixteenths (5/16) inch in thickness with the locking hardware being attached to the support framing.

(2) Aluminum doors shall be a minimum thickness of .0215 inches and riveted together a minimum of 18 inches on center along the outside seams. There shall be a full width horizontal beam attached to the main door structure which shall meet the pilot, or pedestrian access, door framing within 3 inches of the strike area of the pilot or pedestrian access door.

(3) Fiberglass doors shall have panels a minimum density of 6 ounces per square foot from the bottom of the door to a height of 7 feet. Panels above 7 feet and panels in residential structures shall have a density not less than 5 ounces per square foot.

(4) Doors utilizing a cylinder lock shall have a lock receiving point at each outer edge of the door; or, if the door does not exceed 19 feet, a single bolt may be used if placed in the center of the door with the locking point located either at the floor or door frame header.

(5) Doors with slide bolt assemblies shall have frames a minimum of .120 inches of thickness, with a minimum bolt diameter of one half (1/2) inch and protrude at least one and one half (1 ½) inches into the receiving guide. A bolt diameter of three-eighths (3/8) inch may be used in a residential building. The slide bolt shall be attached to the door with non-removable bolts from the outside. Rivets shall not be used to attach slide bolt assemblies.

(6) Padlocks used with exterior mounted slide bolts shall have a hardened steel shackle locking at both heel and toe and a minimum five pin tumbler operation with non-removable key when in an unlocked position. Padlocks used with interior mounted slide bolts shall have a hardened steel shackle with a minimum 4-pin tumbler operation.

(F) **Emergency Access**

(1) Private roads and parking areas or structures controlled by unmanned mechanical parking type gates shall provide for emergency access as follows:

Radio frequency access or by providing the gate access code for distribution to emergency responders. When an access code is to be utilized, an illuminated control box is to be mounted on a control pedestal consisting of a metal post/pipe, which shall be installed at a height of 42 inches and a minimum of 15 feet (4.6m) from the entry/exit gate. It shall be located on the driver's side of the road or driveway and accessible in such a manner as to not require a person to exit their vehicle to reach it, nor to drive on the wrong side of the road or driveway, nor to require any back-up movements in order to enter/exit the gate.

(2) Non-residential multi-tenant buildings utilizing electronic access control systems on the main entry doors, and enclosed retail shopping centers shall be provided with a means to allow for police emergency access.

(3) Pedestrian gates/doors using an electromagnetic type lock shall install a key switch within a telephone/intercom console or in a control housing, or other method approved by the Building Official that will provide for police emergency access. Options include radio frequency access or providing the gate access code for distribution to emergency responders.

(4) All lockable pedestrian gates to residential recreation areas serving 6 or more dwelling units, and gates or doors to common walkways or hallways of residential complexes where there are 4 or more dwelling units within the complex, shall provide for police emergency access utilizing an approved key switch device or approved Knox box. The Knox box shall be installed adjacent to each gate/door, securely attaching it to a fence or wall or location approved by the Building Official.

(5) Pedestrian gate doors utilizing mechanical locks shall install a Knox box adjacent to each gate/door, securely attaching it to a fence or wall

(G) **Keying requirements**

Upon occupancy by the owner or proprietor, each single unit in a tract or commercial development, constructed under the same site development review,

shall have locks using combinations that are interchange free from locks used in all other separate dwellings, proprietorships, or similar distinct occupancies.

(H) **Laundry rooms or areas:** Common area laundry rooms in multi-family complexes shall be designed and protected as follows:

(1) Entry doors shall have:

(a) A minimum six hundred (600) square inch clear vision panel in the upper half of the door, consisting of ¼" tempered glass;

(b) Automatic, hydraulic door closures;

(c) Self-locking door locks equipped with a deadlocking latch allowing exiting by a single motion and openable from the inside without the use of a key or any special knowledge or effort;

(d) Non-removable hinge pins for out-swinging doors to preclude removal of the door from the exterior by removing the hinge pins; and

(e) A latch protector consisting of minimum 0.125-inch-thick steel attached to the door's exterior by non-removable bolts from the exterior. It shall be two (2) inches wide and extend a minimum of five inches above and below the strike opening and extend a minimum of one (1) inch beyond the edge of the door. It shall have a metal anti-spread pin a minimum of one-half (1/2) inch in length.

(2) The laundry room shall be illuminated at all times with a minimum maintained one-foot candle of light at floor level, using a non-interruptible power source. There shall be no light switches inside the room that control light fixtures used to meet this lighting requirement.

(3) Any portion of an openable window which is within eight (8) feet vertically or six (6) feet horizontally from any accessible surface or any adjoining roof, balcony, landing, stair tread, platform, or similar surface, or any climbable pole or tree, or any surface providing a foothold, shall be secured as required by section 1018 of the Uniform Building Security Code.

(4) The interior of laundry rooms shall be visible from the exterior along common walking or driving surfaces. Perimeter windows and interior mirrors may be utilized to meet this requirement. Laundry rooms are to be located in high activity areas with natural surveillance opportunities and not in remote or isolated locations.

(I) **Elevators**

Elevators shall be designed as follows:

Elevator cabs, the interiors of which are not completely visible when the door is open from a point centered on the 36 inches away from the door shall have shatter resistant mirrors or other equally reflective material so placed as to make visible the entire elevator cab from this point. The elevator cab shall be illuminated at all times with a minimum maintained 2-foot candles of light at floor level.

(J) **Stairways**

Except for private stairways, Stairways shall be designed as follows:

(1) Interior doors shall have glazing panels a minimum of 5 inches wide and 20 inches in height and meet requirements of the California Building Code.

(2) Areas beneath stairways at or below ground level shall be fully enclosed or access to them restricted.

(3) Enclosed stairways shall have shatter resistant mirrors or other equally reflective material at each level and landing and be designed or placed in such manner as to provide visibility around corners.

(K) **Parking structures.**

(1) Parking structures shall be designed to restrict unauthorized access.

(2) Outside stairwells shall be open and not obstructed from view

(3) Security telephones with monitoring capability shall be located on every level adjacent to pedestrian ingress/egress points. If pedestrian ingress/egress points are more than 200 feet but less than 300 feet apart, additional security telephones shall be located at the midpoint between pedestrian ingress/egress points. If pedestrian ingress/egress points are more than 300 feet apart, security telephones will be located at 100-foot intervals. Security telephones shall be visible from all vehicular and pedestrian ingress/egress points and identified with appropriate signage.

(4) Blind corners shall be provided with shatterproof convex mirrors to improve visibility for both operators of vehicles and pedestrians.

(5) Doors shall be labeled with signage meeting the requirements of section 501.2

(6) Parking structures shall have the ceiling area of each floor or tier painted and maintained white or other reflective color approved by the Building Official.

(L) **Other requirements**

(1) Storage Areas. Exterior storage area attached to a dwelling, apartment or condominium and enclosed by a door shall comply with this section or have a minimum 3/8" diameter hardened padlock hasp.

(2) Side Gates. Side gates shall be the full height of the adjacent fence or wall and be capable of being locked. Side gates shall be secured with a slide bolt mounted on the inside of the gate. The slide bolt shall have a bolt diameter of three-eighths (3/8) inch and protrude at least one and one-half (1 ½) inches into the receiving guide. The slide bolt shall be attached to the gate with non-removable bolts. Rivets shall not be used to attach slide bolt assemblies. The slide bolt shall be mounted at a height that is not accessible by reaching over the gate.

7.32.290 Section G101.4, Chapter Appendix G, Violations-Amended.

Section G101.4 is amended to read:

> **G101.4 Violations**. Any violation of a provision of this appendix, or failure to comply with a permit or variance issued pursuant to this appendix or any requirement of this appendix, shall be enforced pursuant to Chapter 7.28 Dublin Municipal Code.

7.32.300 Section G101.5, Chapter Appendix G, Designation of floodplain administrator-Amended.

Section G101.5 is amended to read:

> **G101.5 Designation of floodplain administrator**. The Building Official is designated as the floodplain administrator and is authorized and directed to enforce the provisions of this appendix. The floodplain administrator is authorized to delegate performance of certain duties to other employees of the jurisdiction. Such designation shall not alter any duties and powers of the Building Official.

Chapter 7.34

RESIDENTIAL CODE

Sections:

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7.34.020 Purpose.
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7.34.050 Additions, alterations and repairs-Generally.
7.34.060 Additions, alterations and repairs-Code compliance.
7.34.070 Alterations and repairs.
7.34.080 Additions.
7.34.090 Repair of roof covering.
7.34.100 Chapter R1, Division II, Administration- Deleted.
7.34.110 Section 202, Chapter 2, Definitions of Substantial Damage and Substantial Improvement – Added.
7.34.120 Table R301.2(1), Chapter R3 – Amended.
7.34.130 Section R301.2.4 Floodplain Construction – Amended.
7.34.140 Section R309.1 Exception, Chapter R3 Automatic Fire Sprinkler Systems – Amended.
7.34.150 Section R309.2 Exception, Chapter R3 Automatic Fire Sprinkler Systems – Amended.
7.34.160 Section R308.2, Chapter R3, Site Address - Added.
7.34.170 Section R306.1 Chapter R3, General – Amended.
7.34.180 Deleted
7.34.190 Deleted
7.34.200 Section R350, Chapter R3, Building Security – Added.
7.34.210 Section R403.1.3, Chapter R4, Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2 – Amended.
7.34.220 Table R602.10.3(3), Chapter R6, Bracing Requirements – Amended.
7.34.230 Section R602.10.4.4, Chapter R6, Limits on methods GB and PCP – Added.
7.34.240 Section R902, Chapter 9, Fire Classification-Amended.
7.34.250 Section R1001.1.2 Chapter 10, Prohibited Installations—Added.
7.34.260 Chapters 11 through 43 are Deleted.

7.34.010 Title.

The residential codes adopted by section 7.34.030 and the provisions of this Chapter shall constitute the Dublin Residential Code and may be referred to as such.

7.34.020 Purpose.

The promotion and preservation of the public health, safety and general welfare of the people of the City and the property situated therein have made necessary the adoption of the residential codes referred to in Section 7.34.030 in order to adequately safeguard life, health, property, and general welfare. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

7.34.030 Adoption of Residential Codes.

A. The 2025 California Residential Code, Part 2.5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Residential Code, 2024 Edition, including Appendix Chapters BB, BF, CI and CJ as published by the International Code Council, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the “IRC”) are hereby adopted and incorporated by reference herein.

   Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.34.030.A, the State Code and the IRC are amended as set forth in Sections 7.34.100 through 7.34.260.

7.34.040 Scope.

A. The provisions of this Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every detached one- and two-family dwellings, townhouse not more than three stories above grade plane in height with a separate means of egress and accessory structures not more than three stories above grade plan in height throughout the City.

Exception: The following shall be permitted to be constructed in accordance with this code where provided with automatic sprinklers systems complying with Section R309:

1: Live/work units located in townhouses and complying with requirements of Section 508.5 of the California Building Code.

2: Owner-occupied lodging houses with five or fewer guestrooms.

B. The permissive provision of this Code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property, or public welfare.

C. Buildings shall be made accessible to persons with disabilities as required by Title 24 California Code of Regulation. Whenever there is a conflict between the provisions of this Code and Title 24, California Code of Regulations with respect to the accessibility of buildings, structures or spaces to persons with disabilities, the provisions of Title 24 shall prevail.

D. See the California Energy Code for energy conservation requirements, California Mechanical Code for mechanical requirements, California Plumbing Code for plumbing requirements and the California Electrical Code for electrical requirements. In addition, see the California Building Code for interior environment requirements.

7.34.050 Additions, alterations and repairs-Generally.

Buildings or structures to which additions, alterations, or repairs are made shall comply with all the requirements of this Code for new buildings or structures except as specifically provided for in this section and Sections 7.34.060 through 7.34.090.

7.34.060 Additions, alterations and repairs-Code compliance.

Additions, alterations or repairs may be made to any building or structure without requiring the existing building or structure to comply with all the requirements of this Code, provided the addition, alteration or repair conforms to that required for a new building or structure. Additions or alterations shall not be made to an existing building or structure which will cause the existing building or structure to be in violation of any of the provisions of this Code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate egress in compliance with the provisions of this Code or will obstruct existing exits; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life. Any building so altered, which involves a change in use or occupancy, shall

not exceed the height, number of stories and area permitted for new buildings. Any building plus new additions shall not exceed the height, number of stories and area specified for new buildings. Additions or alterations shall not be made to an existing building or structure when such existing building or structure is not in full compliance with the provision of this Code.

7.34.070 Alterations and repairs.

A. The provisions of Section 7.34.060 shall not prohibit the alteration or repair of any legally established existing one- and two-family dwelling or townhouse not more than three stories above grade plane in height with a separate means of egress or structure accessory thereto which retains, replaces or extends the use of the original materials or continued use of original methods of construction provided such alteration or repair does not create or continue a dangerous building as defined in Section 7.28.020, a substandard building as defined in Section 7.28.090. However, such alteration or repair shall not reduce any required fire resistance below that specified by this Code, reduce the resistance to lateral forces below that specified by this Code, or increase the stress or deflection of any member so as to exceed that specified by this Code.

B. The provisions of Section 7.34.060 pertaining to additions shall not require any legally existing one- and two-family dwelling or townhouse not more than three stories above grade plane in height with a separate means of egress, or structure accessory thereto to be made to conform to the provisions of this Code solely because of the construction of the addition. However, this section shall not be construed to permit the addition to increase the stress or deflection of any existing member so as to exceed that specified by the Building Code. Whenever an addition increases the number of occupants which must exit through the existing building, all of the exit facilities serving the increased number of occupants shall comply with the provisions of this Code.

C. Whenever a new dwelling unit is created either by new construction, or by an alteration to an existing building, separate gas and electrical meters shall be provided, except where Government Code Section 65852.22 provides an exception to such a requirement.

7.34.080 Additions.

Notwithstanding the provisions of Section 7.28.240, whenever alterations, repairs, or additions requiring a permit or one (1) or more sleeping rooms are added or created in existing Group R, Division 3 Occupancies, the entire building shall be provided with smoke alarms and carbon monoxide alarms located as required for new Group R, Division 3 Occupancies.

Furthermore, spark arrestors shall be installed on all chimneys connected to solid burning fuel-burning appliances.

7.34.090 Repair of roof covering.
Roof coverings may be repaired or replaced with materials as set forth in Section 7.32.190 of the Dublin Municipal Code.

7.34.100 Chapter R1, Division II Administration-Deleted.
Chapter R1 Division II is deleted.

7.34.110 Section 202, Chapter 2, Definitions of Substantial Damage and Substantial Improvement.
The definitions of "Substantial Damage" and "Substantial Improvement" in Section 202 of the State Code are amended to read as follows:

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement. Any one or more or any combination of repair, reconstruction, rehabilitation, alterations, addition or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to January 1, 2023. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

7.34.120 Table R301.2, Chapter R3 – Amended.
Table R301.2 is amended to read:

GROUND SNOW LOAD [o]	WIND DESIGN				SEISMIC DESIGN CATEGORY [f]
	Speed (mph)	Topographic Effects [k]	Special wind region [l]	Windborne debris zone	

N/A	92	NO	NO	NO	D_2	
SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED [h]	FLOOD HAZARDS [g]	AIR FREEZING INDEX [i]	MEAN ANNUAL TEMP [j]
Weathering [a]	Frost line depth [b]	Termite [c]				
Negligible	12"	Very Heavy	NO	9/14/1987 See FIRM	2%	58.7

MANUAL J DESIGN CRITERIA [n]						
Elevation	Altitude correction factor [e]	Coincident wet bulb	Indoor winter design relative humidity	Indoor winter design dry-bulb temperature	Outdoor Winter design dry-bulb temperature	Heating temperature difference
200	1	67	75%	68%	32	36
Latitude	Daily range	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling temperature difference	
38	35	75%	75%	90	15	

7.34.130 Section R301.2.4 Floodplain Construction – Amended.

Section R301.2.4 is amended to read:

Buildings and structures constructed in whole or in part in flood hazard areas (including A or V Zones) as established in Table R301.2(1), and substantial improvement and repair of substantial damage of buildings and structures in floor hazard areas, shall be designed and constructed in accordance with ASCE24. Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.

7.34.140 Section R309.1 Exception, Chapter R3 Townhouse Automatic Fire Sprinkler Systems – Amended.

Section R309.1 Exception is amended to read:

Exception: An automatic sprinkler system shall not be required where additions or alteration are made to existing townhouses that do not have an automatic sprinkler system installed, provided that the total square footage of the existing

building plus the addition does not exceed 3600 square feet (334m²). Additions or alteration that remove 50 percent or more of the existing exterior walls of a dwelling shall be considered a new dwelling for the purposes of SectionR309.1.

7.34.150 Section R309.2 Exception 1, Chapter R3 One and Two-family Dwellings Automatic Fire Sprinkler Systems – Amended.
Section R309.2 Exception 1 is amended to read:

Exception: 1. An automatic residential fire sprinkler system shall not be required for additions or alteration to existing building that are not already provided with an automatic residential sprinkler system, provided that the total square footage of the existing building plus the addition does not exceed 3600 square feet (334m²). Additions or alteration that remove 50 percent or more of the existing exterior walls of a dwelling shall be considered a new dwelling for the purposes of SectionR309.2.

7.34.160 Section R308.2, Chapter R3, Site Address - Added.
Section R308.2, is added to read:

R308.2 Address Location. Address shall be installed in the following locations:

1. Walkways serving six (6) or more individual units where the front entrance is not parallel to the street and driveways servicing six (6) or more individual dwelling units shall have minimum of four (4) inch high identification numbers, noting the range of unit numbers placed at the entrance to each driveway at a height between thirty-six (36) and forty-two (42) inches above grade. The address numbers shall be illuminated during the hours of darkness. The light source shall be provided with an uninterruptible AC power source or controlled only by a photoelectric device or photovoltaic powered.

2. No other number may be affixed to a structure that might be mistaken for, or confused with, the number assigned to the structure.

3. If the building is adjacent to an alley, the number shall also be placed on or adjacent to the rear gate accessing the alley.

4. For multifamily buildings with recessed entryway over 2 feet, an additional lighted address shall be placed at the entryway to the recessed area. If the recessed area provides access to more than one dwelling unit, the range of units shall be displayed.

5. Each principal building of a multifamily complex shall display the number or letter assigned to that building on each corner of the building at a height that will prevent the number from being obscured by landscaping.

6. Any building with vehicular access to the rear through a public or private alley shall display, in a clearly visible location, a highly reflective or illuminated address number a minimum of four (4) inches in height.

7. Address numbers shall not be obstructed by architectural structures such as trellises, arbors, balconies, light fixtures and or landscaping.

7.34.170 Section R306.1 Chapter R3, General – Amended.
Section R306.1 is amended to read:

R306.1 General. Buildings and structures constructed in whole or in part in flood hazard areas, including A or V Zones and Coastal A Zones, as established in Table R301.2(1), and substantial improvement and repair of substantial damage of buildings and structures in flood hazard areas, shall be designed and constructed in accordance with ASCE24 Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area.

7.34.180 Deleted
7.34.190 Deleted

7.34.200 Section R350, Chapter R3, Building Security – Added.
Section R350 is added to read:

R350.1 Building Security. Residential building security shall be in accordance with the *Uniform Building Security Code* in addition to the following:

R350.2 **Exterior doors: Each exterior door shall be secured as follows:**

1. Exterior doors (excluding glass patio doors) and doors leading from garage areas into dwellings shall be equipped with a dead bolt lock with one-inch (1") throw.

2. Pairs of doors shall have flush bolts with a minimum throw of five-eighths inch (5/8") at the head and foot (floor and ceiling) of the inactive leaf.

3. Doorstop on a wooden jamb for an in-swing door shall be of one-piece construction with the jamb joined by a rabbet.
4. Locks shall be provided on all sliding patio doors.

5. Sliding patio glass doors opening onto patios or balconies which are less than one story above grade or are otherwise accessible from the outside shall have the moveable section of the door sliding on the inside of the fixed portion of the door or possess an approved secondary lock mounted on interior of moveable section.

6. The lock bolt on all glass patio doors shall engage the strike sufficiently to prevent its being disengaged by any possible movement of the door within the space or clearance provided for installation and operation. The strike area shall be of material adequate to maintain effectiveness of bolt strength.

R350.3 Landscaping.

1. Shrubs and ground cover shall not directly cover windows and doorways.

2. River rock used near parking lots or buildings shall be permanently affixed.

3. Backyard gates shall be the full height of the wall or fence adjacent and capable of being locked.

4. Open space and buildings shall be arranged to afford visibility and opportunity for surveillance by on-site users and passers-by.

5. Barriers, both real and symbolic, shall be designed to afford opportunities for surveillance through the barrier.

6. For residential development, walls or fences, if installed, shall be a minimum of 6 feet in height when adjacent to any of the following:
    - Reverse frontage,
    - Retention/detention areas,
    - Parks, Commercial areas,
    - Industrial areas, or
    - Bike paths.

R350.4 Garage Type (Vehicle) Doors. Garage-type doors, which are either rolling overhead, solid overhead, swinging, sliding, or accordion style doors shall conform to the following standards;

1. Wood doors shall have panels a minimum of five-sixteenths (5/16) inch in thickness with the locking hardware being attached to the support framing.

2. Aluminum doors shall be a minimum thickness of .0215 inches and riveted together a minimum of 18 inches on center along the outside seams. There shall be a full width horizontal beam attached to the main door structure which shall meet the pilot, or pedestrian access, door framing within 3 inches of the strike area of the pilot or pedestrian access door.

3. Fiberglass doors shall have panels a minimum density of 6 ounces per square foot from the bottom of the door to a height of 7 feet. Panels above 7 feet

and panels in residential structures shall have a density not less than 5 ounces per square foot.

4. Doors utilizing a cylinder lock shall have a lock receiving point at each outer edge of the door; or, if the door does not exceed 19 feet, a single bolt may be used if placed in the center of the door with the locking point located either at the floor or door frame header.

5. Doors with slide bolt assemblies shall have frames a minimum of .120 inches of thickness, with a minimum bolt diameter of one half (1/2) inch and protrude at least one and one half (1 ½) inches into the receiving guide. A bolt diameter of three-eighths (3/8) inch may be used in a residential building. The slide bolt shall be attached to the door with non-removable bolts from the outside. Rivets shall not be used to attach slide bolt assemblies.

R350.5 Emergency Access. Private roads and parking areas or structures controlled by unmanned mechanical parking type gates shall provide for police emergency access as follows:

1. Radio frequency access or by providing the gate access code for distribution to emergency responders. When an access code is to be utilized, an illuminated control box shall be mounted on a control pedestal consisting of a metal post/pipe which shall be installed at a height of 42 inches and a minimum of 15 feet (4.6m) from the entry/exit gate. It shall be located on the driver's side of the road or driveway and accessible in such a manner as to not require a person to exit their vehicle to reach it, nor to drive on the wrong side of the road or driveway, nor to require any back-up movements in order to enter/exit the gate.

2. All lockable pedestrian gates to residential recreation areas serving 6 or more dwelling units, and gates or doors to common walkways or hallways of residential complexes where there are 4 or more dwelling units within the complex, shall provide for police emergency access utilizing an approved key switch device or approved Knox box.

3. Pedestrian gates/doors using an electromagnetic type lock shall install a key switch within a telephone/intercom console or in a control housing, or other method approved by the Building Official that will provide for police emergency access. See 350.5.1 for options.

4. Pedestrian gate/doors (including pedestrian gates/doors in pool enclosures and recreational facilities) utilizing mechanical locks shall install a Knox box adjacent to each gate/door, securely attaching it to a fence or wall.

R350.6 Keying requirements. Upon occupancy by the owner or proprietor, each single unit in a tract constructed under the same site development review, shall have locks using combinations that are interchange free from locks used in all other separate dwellings, proprietorships, or similar distinct occupancies.

R350.7 Other requirements

1. Storage Areas. Any exterior storage area attached to a dwelling enclosed by a door shall comply with this section or have a minimum 3/8" diameter hardened padlock hasp.

2. Side Gates. Side gates shall be the full height of the adjacent fence or wall and be capable of being locked. Side gates shall be secured with a slide bolt mounted on the inside of the gate. The slide bolt shall have a bolt diameter of three-eighths (3/8) inch and protrude at least one and one-half (1 ½) inches into the receiving guide. The slide bolt shall be attached to the gate with non-removable bolts. The slide bolt shall be mounted at a height that is not accessible by reaching over the gate.

7.34.210 Section R403.1.3, Chapter R4, Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2. – Amended.
Section R403.1.3 is amended to read:

R403.1.3 Footing and stem wall reinforcing in Seismic Design Categories D_0, D_1, D_2. Concrete footings located in Seismic Design Categories D_0, D_1 and D_2, as established in Table R301.2, shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars, one top and one bottom and not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

7.34.220 Table R602.10.3(3), Chapter R6, Bracing Requirements – Amended.
Table R602.10.3(3) is amended by adding a new footnote "i" to read:

i. Methods PBS, HPS, SFB and CS-SFB are not permit in Seismic Design Categories D_0, D_1, and D_2.
j. Methods GB, DWB and PCP are not permitted in Seismic Design Categories D_0, D_1, and D_2 where S_1 is greater than or equal to 0.75.

Add the "i, j" footnote notation in the title of Table R602.10.3(3) to read:

TABLE R602.10.3(3)[i, j]

7.34.230 Section R602.10.4.5, Chapter R6, Limits on methods GB and PCP – Added.
A new Section R602.10.4.5 is added to read:

R602.10.4.5 Limits on methods GB and PCP. In Seismic Design Categories D_0, D_1, and D_2, Method GB is not permitted for use as intermittent braced wall panels, but gypsum board is permitted to be installed when required by this Section to be placed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D_0, D_1, and D_2, the use of Method PCP is limited to one-story single-family dwellings and accessory structures.

7.34.240 Section R902, Chapter 9, Fire Classification-Amended.
Section R902.1 is amended to read:

R902.1 Roof assemblies. Roof decks shall be covered with materials as set forth in Section R904 or with roof coverings as set forth in Section R905. A minimum Class A, B or C roofing shall be installed in areas designated below or where the edge of the roof deck is less than 3 fee (914 mm) from a lot line. Where Class A, B or C roof assemblies are required, they shall be tested in accordance with ASTM E108 or UL 790. Where required, the roof assembly shall be listed and identified as to class by an approved testing agency.

1. **Map of Fire Safe Roof Areas.** Figure 15-1* is a map of Fire Safe Roof areas. Said map may be amended from time to time by including areas which are annexed to the City within one of the two roofing areas. Said amendments may be made by the Building Official after consultation, with the Chief of the Fire Department or their designee having jurisdiction.

2. **Roofing Area 1.** Any new roof and any alteration, repair or replacement for buildings housing R & U-1 occupancies in Roofing Area 1 shall use roof covering material that conforms to Class B or better or shall be made of concrete, ferrous or copper metal, clay, slate or similar non-combustible material.

3. **Roofing Area 2.** Any new roof for buildings using roof covering material that conforms to Class C or better or shall be made of concrete, ferrous or copper metal, clay, slate or similar non-combustible material.

* Editor's Note: Figure 15-1 is on file in the office of the City Clerk.

7.34.250 Section R1001.1.2 Chapter 10, Prohibited Installations—Added.
A new Section R1001.1.2 is added to read:

R1001.1.2 Prohibited Installations. It shall be unlawful to install a new wood burning fireplace or appliance that is not one of the following:

1) Pellet-fueled wood heater,
2) EPA certified wood heater,

3) Fireplace certified by EPA

7.34.260 Chapters 11 through 43 are Deleted.

Chapters 11 through 43 are deleted.

Chapter 7.36

ELECTRICAL CODE

Sections:

7.36.010 Title.
7.36.020 Purpose.
7.36.030 Adoption of Electrical Codes.
7.36.040 Scope.
7.36.050 Exceptions.
7.36.060 Additions, alterations and repairs.
7.36.070 Section 210.53, Office receptacle outlets-Added.

7.36.010 Title.

The buildings codes adopted by reference in Section 7.36.030 and the provisions of this Chapter shall constitute the Dublin Electrical Code and may be referred to as such.

7.36.020 Purpose.

A. The promotion and preservation of the public health, safety, and general welfare of the people of the City and the property situated therein have made necessary the adoption of the electrical codes referred to in Section 7.36.030 in order to adequately safeguard life, health, property, and general welfare.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this code.

7.36.030 Adoption of Electrical Codes.

A. The 2025 California Electrical Code, Part 3, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the National Electrical Code, 2023 Edition, as published by the National Fire Protection Association, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "NEC") are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.36.030.A, the State Code and the NEC are amended as set forth in Section 7.36.080.

7.36.040 Scope.

A. The provisions of this code shall apply to the installation, erection, construction, enlargement, addition to, alteration, repair, moving, removal demolition, conversion, use, and maintenance of any electrical wiring, appliances, devices, equipment, and apparatuses used for or in connection with the transmission or use of electrical energy for light, heat, power, radio, signaling communication or for other purpose in any building, structure, or premises within the City.

B. The permissive provisions of this code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two (2) or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property or public welfare.

C. Electrical appliances and equipment shall be made accessible to the physically handicapped. Whenever there is a conflict between the provisions of this code and Title 24 California Code of Regulation, the provisions of Title 24 shall prevail.

7.36.050 Exceptions.

The provisions of this code shall not apply to:

A. Work located in a public street;

B. Electrical installations within trailer coaches, campers, motor vehicles, railroad cars and aircraft; however, if any of the foregoing are permanently placed on the ground or have their wheels removed for other than temporary repairs, they shall comply with all the provisions of the electrical code;

C. Electrical installations within houseboats or other watercrafts; however, if any of the foregoing are stored out of the water and used for any purpose whatsoever, they shall comply with all the provisions of the electrical code;

D. Electrical installations owned or operated by a public utility for the use of such utility in the generation, transmission, distribution or metering of electrical energy;

E. Radio and television receiving equipment, amateur radio transmitting and receiving equipment, and community antenna television systems.

7.36.060 Additions, alterations and repairs.

A. All work done in connection with an addition to an existing electrical installation shall conform to the applicable provisions of this code. In addition, any portion of an existing electrical installation which would become

overloaded or have its capacity exceeded as determined by the standards in this code for new installation as a result of the addition shall be made to conform to the applicable provisions of this code.

B. Alterations, repairs to, or replacement of equipment in any existing electrical installation shall conform to the applicable provisions of this code except that the Building Official may allow deviations from the provisions of this code, provided the deviations are necessary due to the circumstances of the existing conditions; the existing condition was permitted by a previous Code; and such deviation does not create or continue a hazard to life, health, and property.

7.36.070 Section 210.53, Office receptacle outlets-Added.
Section 210.53 is added to read:

210.53 Office Receptacle Outlets. In office buildings or offices exceeding ten (10) percent of the floor area of the major use, receptacle outlets shall be installed in all permanent walls or partitions of each office so that no point along the floor line any wall space is more than six (6) feet (1.83m) measured horizontally, from an outlet in that space including any wall space two (2) feet (610 mm) or more in width and the wall space occupied by sliding panels in exterior walls.

As used in the section a "wall space" shall be considered a wall unbroken along the floor line by doorways, fireplaces and similar openings. Each wall space two (2) or more feet (610 mm) wide shall be treated individually and separately from other wall spaces within the room. A wall space shall be permitted to include two or more walls of a room (around corners) where unbroken at the floor line.

As used in this section “office space” means an enclosed office space with hard walls. Open office floor plans are not affected by this section.

Receptacle outlets shall, insofar as practicable be spaced equal distances apart. Receptacle outlets in floors shall not be counted as part of the required number of receptacle outlets unless located near the wall.

The receptacle outlets required by the section shall be in addition to any receptacle that is part of any lighting fixture or appliance, located within cabinets or cupboards, or located over five and one-half (5 ½) feet (1.68 m) above the floor.

Chapter 7.40

PLUMBING CODE

Sections:

7.40.010 Title.
7.40.020 Purpose.
7.40.030 Adoption of Plumbing Codes.
7.40.040 Scope.
7.40.050 Exceptions.
7.40.060 Additions, alterations and repairs.
7.40.070 Chapter 1, Division II, Administration–Deleted.
7.40.080 Section 609.3, Chapter 6, Water piping in slab floors–Amended.

7.40.010 Title.

The plumbing codes adopted by reference in Section 7.40.030 and the provisions of this Chapter shall constitute the Dublin Plumbing Code and may be referred to as such.

7.40.020 Purpose

A. The promotion and preservation of the public health, safety and general welfare of the people of the City and the property situated therein have made necessary the adoption of the plumbing codes referred to in Section 7.40.030 in order to adequately safeguard life, health, property, and general welfare.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this code.

7.40.030 Adoption of Plumbing Codes.

A. The 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the Uniform Plumbing Code, 2024Edition, including Appendix Chapters A, B, D, H, and I, as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "UPC") are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this

Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.40.030.A, the State Code and the UPC are amended as set forth in Sections 7.40.070 through 7.40.080 of this Chapter.

7.40.040 Scope.

A. The provisions of this code shall apply to the installation, erection, construction, enlargement, addition to, alteration, repair, movement, relocation, replacement removal, demolition, conversion, use, and maintenance of any plumbing installation, gas or drainage piping installation or any fixture or water heating or treating equipment, or maintenance of plumbing systems in any building, structure, or premises within the City.

B. The permissive provisions of this code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two (2) or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property, or public welfare.

C. Plumbing fixtures and equipment shall be made accessible to the physically handicapped. Whenever there is a conflict between the provisions of this code and Title 24, California Code of Regulations, the provisions of Title 24 shall prevail.

7.40.050 Exceptions.

The provisions of the plumbing code shall not apply to:

A. Work located in a public street.

B. Plumbing systems within trailer coaches, campers, motor vehicles, railroad cars and aircraft: however, if any of the foregoing are permanently placed on the ground or have their wheels removed for other than temporary repairs, they shall comply with all the provisions of the plumbing code.

C. Plumbing systems within houseboats or other watercraft; however, if any of the foregoing are stored out of water and used for any purpose whatsoever, they shall comply with all the provisions of the plumbing code.

D. Building sewers as defined in Chapter 2 of the California Plumbing Code located within the boundaries of a sanitary district and such district has regulations for building sewers and such regulations are in force.

E. Sewage treatment and collection facilities of a sanitary district.

F. Water treatment, storage, transmission and distribution facilities of a water district or water company regulated by the Public Utilities Commission.

G. Gas storage, transmission and distribution facilities owned by a public utility.

H. Wells and water supply systems for irrigation and watering livestock provided such water is not used for human consumption.

7.40.060 Additions, alterations and repairs.

A. All work done in connection with an addition to an existing plumbing installation shall conform to the applicable provisions of this code. In an addition, any portion of an existing plumbing installation that would become overloaded or have its capacity exceeded as determined by the standards in this code for new installation as a result of the addition shall be made to conform to the applicable provision of this code.

B. Alterations, repairs to, or replacement of equipment in any existing plumbing installation shall conform to the applicable provisions of this code except that the Building Official may allow deviations from the provisions of this code, provided the deviations are necessary due to the circumstance of the existing conditions; the existing condition was permitted by a previous code; and such deviation does not create or continue a hazard to life, health and property.

7.40.070 Chapter 1 Division II Administration–Deleted.

Chapter 1 Division II is deleted.

7.40.080 Section 609.3, Chapter 6, Under Concrete Slab–Amended.

Section 609.3, first paragraph, is amended by replacing it to read:

Section 609.3 Water piping shall not be installed in or under a concrete floor slab within a building without prior approval of the Building Official. When approved, such piping shall be installed in accordance with the following requirements:

Chapter 7.44

MECHANICAL CODE

Sections:

7.44.010 Title.
7.44.020 Purpose.
7.44.030 Adoption of Mechanical Codes.
7.44.040 Scope.
7.44.050 Exceptions.
7.44.060 Additions, alterations and repairs.
7.44.070 Chapter 1, Division II, Administration–Deleted.

7.44.010 Title

The mechanical codes adopted by reference in Section 7.44.030 and the provisions of this Chapter shall constitute the Dublin Mechanical Code and may be referred to as such.

7.44.020 Purpose.

A. The promotion and preservation of the public health, safety and general welfare of the people of the City and the property situated therein have made necessary the adoption of the mechanical codes referred to in Section 7.44.030 in order to adequately safeguard life, health, property, and general welfare.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

7.44.030 Adoption of Mechanical Codes.

A. The 2025 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the Uniform Mechanical Code, 2024 Edition, including Appendix Chapters B, and C , as published by the International Association of Plumbing and Mechanical Officials, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "UMC") are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length

herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.44.030.A, the State Code and the UMC are amended as set forth in Section 7.44.070.

7.44.040 Scope.

A The provisions of this code shall apply to the installation, erection, construction, enlargement, addition to, alteration, repair, movement, relocation, removal, demolition, replacement, conversion, use, and maintenance of any heating, ventilating, comfort cooling, refrigeration systems, incinerators or other heat producing appliances, mechanical systems in any building, structure, or premises within the City.

B. The permissive provisions of this code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule or regulation. If two (2) or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property or public welfare.

C. Mechanical appliances and equipment shall be made accessible to the physically handicapped as required by Title 24 California Code of Regulations. Whenever there is a conflict between the provisions of this code and Title 24, California Code of Regulations, the provisions of Title 24 shall prevail.

7.44.050 Exceptions

The provisions of the mechanical code shall not apply to:

A. Work located in a public street;

B. Heating, ventilation, comfort cooling, refrigeration systems, incinerators or other heating or cooling appliances within trailer coaches, campers, mobile homes, motor vehicles and airplanes: however, if any of the foregoing are permanently placed on the ground or have their wheels removed for other than temporary repairs, they shall comply with all the provisions of this code;

C. Heating, ventilating, comport cooling, refrigeration systems, incinerators or other heating or cooling appliances within houseboats or other watercraft: however, if any of the foregoing are stored out of water and used for any purpose whatsoever, they shall comply with all the provisions of this code.

7.44.060 Additions, alterations and repairs.

A. All work done in connection with an addition to an existing mechanical installation shall conform to the applicable provisions of this code. In addition, any portion of an existing mechanical installation which would become overloaded or have its capacity exceeded as determined by the standards in

this code for new installations as a result of the addition shall be made to conform to the applicable provisions of this code.

B. Alterations, repairs to, or replacement of equipment in any existing mechanical installation shall conform to the applicable provisions of this code except that the Building Official may allow deviations from the provisions of this code, provided the deviations are necessary due to the circumstance of the existing condition; the existing condition was permitted by a previous code; and such deviation does not create or continue a hazard to life, health and property.

7.44.070 Chapter 1, Division II, Administration–Deleted.

Chapter 1, Division II, is deleted.

Chapter 7.45

SWIMMING POOL AND SPA CODE

7.45.010 Title
7.45.020 Purpose.
7.45.030 Adoption.
7.45.040 Scope.
7.45.050 Exceptions
7.45.060 Amendments to the International Swimming Pool and Spa Code.
7.45.070 Sections 101 through 110, and Sections 112 through 114, Chapter 1, Scope and Administration-Deleted.
7.45.080 Chapter 2, Definitions - Added.
7.45.090 Chapter 2, Definitions - Amend.
7.45.100 Section 303, Chapter 3, Energy - Amended.
7.45.110 Section 304.2, Chapter 3, Determination of impacts based on locations - Amended.
7.45.120 Section 305.2, Chapter 3, Outdoor Swimming Pools and Spas - Amended.
7.45.130 Section 319.4, Chapter 3, Water Conservation - Added.
7.45.140 Section 901.2, Chapter 9, General - Deleted.
7.45.150 Section 1101.1, Chapter 11, Referenced Codes and Standards - Added.
7.45.160 Section 1101.2, Chapter 11, Application of Codes- Added.
7.45.170 Chapter 11, Referenced Standard-ANSI/APSP/ICC-13-2017 - Added.

7.45.010 Title

The International Swimming Pool and Spa Code adopted by Section 7.45.030 and the provisions of this chapter is the City swimming pool and spa code and may be cited as such and will be referred to in the International Swimming Pool and Spa Code and in this chapter as “this code.”

7.45.020 Purpose.

A. The purpose of this code is to establish minimum requirements to provide a reasonable level of safety, health, property protection and general welfare by regulating and controlling the design, construction, installation, quality of materials, location and maintenance or use of pools and spas.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

7.45.030 Adoption.

The 2024 International Swimming Pool and Spa Code, as published by the International Code Council a copy of which have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4 et seq. of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which the ordinance codified in this chapter shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin. except as hereinafter modified in Sections 7.45.060 through 7.45.170

7.45.040 Scope.

A. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools, and spaces. The pools and spas covered by these codes are either permanent or temporary and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing, or wading.

B. The permissive provisions of this code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule or regulation. If two (2) or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property or public welfare.

C. Swimming Pool Safety Act. The provisions contained in Appendix Chapter CI of the California Residential Code are mandatory to reflect the Swimming Pool Safety Act found in Health and Safety Code Sections 115920 through 115929. Note: See Chapter 31, Section 3109 of the California Building Code.

7.45.050 Exceptions

The provisions of the swimming pool and spa code shall not apply to:
A. Flotation tank systems intended for sensory deprivation therapy.

7.45.060 Amendments to the International Swimming Pool and Spa Code.
The text of the International Swimming Pool and Spa Code, as adopted by section 7.45.030, is further amended to conform to the California Building Standards Code as follows:

Delete the following references	Insert the following references
International Building Code	California Building Code
International Residential Code	California Residential Code
International Mechanical Code	California Mechanical Code
National Electrical Code or NFPA 70	California Electrical Code
International Fire Code	California Fire Code
International Plumbing Code	California Plumbing Code
International Existing Building Code	California Existing Building Code
International Zoning Code	Zoning Ordinance of the City of Dublin
International Energy Conservation Code	California Energy Code
International Fuel Gas Code	California Plumbing Code
Name of jurisdiction	City of Dublin
Code official	Building Official
“in accordance with Section 102.7 and this section.”	“this section.”

7.45.070 Sections 101 through110, and Sections 112 through 114, Chapter 1, Scope and Administration-Deleted.
Sections 101 through 110, and Sections 112 through 114, Chapter 1 are deleted.

7.45.080 Chapter 2, Definitions - Added.
The following definitions are added to read:

ANSI/APSP Performance Standard. ANSI/APSP performance standard means a standard that is accredited by the American National Standards Institute (ANSI) and published by the Association of Pool and Spa Professionals (APSP).

Approved Safety Pool Cover. Approved safety pool cover means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society of Testing and Materials (ASTM), in compliance with standard F1346-91.

Enclosure. Enclosure means a fence, wall, or other barrier that isolates a swimming pool from access to the home.

Exit Alarms. Exit alarms means devices that make audible, continuous alarm sounds when any door or window, that permits access from the residence to the pool area that is without any intervening enclosure, in opened or is left ajar. Exist alarms may be battery operated or may be connected to the electrical wiring of the building.

Swimming Pool or Pool. Swimming pool of pool means any structure intended for swimming or recreational bathing that contains water over eighteen (18) inches deep. Swimming pool shall include in-ground and above ground structures and includes, but is not limited to, hot tubs, spaces, portable spas, and nonportable wading pools.

7.45.090 Chapter 2, Definitions - Amend.
The following definitions are amended to read:

Public swimming pool. Public swimming pool means a swimming pool operated for the use of the general public with or without charge, or for the use of the members and guests of a private club. Public swimming pool does not include a swimming pool located on the ground of a private single-family home.

Suction Outlet. Suction outlet means a fitting or fixture typically located at the bottom or on the sides of a swimming pool that conducts water to a recirculating pump.

7.45.100 Section 303, Chapter 3, Energy - Amended.
Section 303. is deleted in its entirety and amended to read:

303 Energy. All pool and spa energy consumption shall meet the requirements in the California Energy Code.

7.45.110 Section 304.2, Chapter 3, Determination of impacts based on locations - Amended.
Section 304.2. is amended to read:

304.2 Determination of impacts based on location. Pools and spas in flood hazard areas indicated within the City of Dublin shall comply with 304.2.1 or 304.2.2.
The remainder of section 304.2 is unchanged.

7.45.120 Section 305.2, Chapter 3, Outdoor Swimming Pools and Spas - Amended.
Section 305.2 is amended to read:

305.2 Outdoor swimming pools and spas. Other than those facilities regulated by the Swimming Pool Safety Act (Health and Safety Codes Sections 115920 through 115929), all outdoor pools and spas and indoor swimming pools

shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7

7.45.130 Section 319.4, Chapter 3, Water Conservation - Added.
Section 319.4 is added to read:

319.4, Water conservation. Water conservation efficiency in residential and public pools, spas, portable spas, and swim spas shall be provided for in accordance with APSP 13.

7.45.140 Section 901.2, Chapter 9, General - Deleted.
Section 901.2 is deleted.

7.45.150 Section 1101.1, Chapter 11, Referenced Codes and Standards - Added.
Section 1101.1 is added to read:

1101.1 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in this chapter and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provision of this code shall be the minimum requirements.

7.45.160 Section 1101.2, Chapter 11, Application of Codes- Added.
Section 1101.2 is added to read:

1101.2 Application of Codes. Where the Residential Code is referenced in this code, the provisions of the Residential Code shall apply to related systems in detached one- and two-family dwellings and townhouses not more than three stories in height. Other related systems shall comply with the applicable Code or referenced standard.

7.45.170 Chapter 11, Referenced Standard-ANSI/APSP/ICC-13-2017 - Added.
Referenced standard ANSI/APSP/ICC-13-2017 is added to Chapter 11

Standard Acronym	Standard Name	Sections Herein Referenced
ANSI/APSP/ICC-13-2017	American National Standard for Water Conservation Efficiency in Residential and Public Pools, space, Portable Spas and Swim Spas	319.4

Chapter 7.46

EXISTING BUILDING CODE

Sections:

7.46.010 Title.
7.46.020 Purpose.
7.46.030 Adoption of Existing Building Codes.
7.46.040 Scope.
7.46.050 Exceptions.
7.46.060 Applicability.
7.46.070 Chapter 1 Division II, Administration-Deleted.
7.46.080 Section 202, Chapter 2, Definitions of Substantial Damage and Substantial Improvement.

7.46.010 Title.

The building codes adopted by section 7.46.030 and the provisions of this Chapter shall constitute the Dublin Existing Building Code and may be referred to as such.

7.46.020 Purpose.

The intent of this code is to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to provide a reasonable level of safety, health, property protection and general welfare insofar as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

7.46.030 Adoption of Existing Building Code.

A. The 2025 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto including the International Existing Building Code, 2024 Edition, including Appendix Chapter A, as published by the International Code Council, and as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, (hereinafter referred to as the "IEBC") are hereby adopted and incorporated by reference herein.

The codes and standards referenced in this code shall be considered part of this code to the prescribed extent of each such reference. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Building, Mechanical, Plumbing,

Housing, Fire or Energy Codes, the provisions of these codes as applicable, shall take precedence over the provisions in the referenced code or standard.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.46.030.A, the State Code and the IEBC are amended as set forth in Sections 7.46.070 through 7.46.090.

7.46.040 Scope.

A. The provisions of this Code shall apply to repair, alteration, change of occupancy, addition to and relocation of existing buildings.

B. The permissive provision of this Code shall not be presumed to waive any limitations imposed by any other law, ordinance, rule, or regulation. If two or more pertinent limitations are not identical, those limitations shall prevail which provide greater safety to life, health, property, or public welfare.

C. Where work regulated by this code is also regulated by the construction requirements for existing buildings in Chapter 11 of the Fire Code, such work shall comply with applicable requirements of both codes.

D. Buildings shall be made accessible to persons with disabilities as required by Title 24 California Code of Regulation. Whenever there is a conflict between the provisions of this Code and Title 24, California Code of Regulations with respect to the accessibility of buildings to persons with disabled, the provisions of Title 24 shall prevail.

7.46.050 Exceptions.

The provisions of this Code shall not apply to:
Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plane in height, shall comply with this code or the Residential Code.

7.46.060 Applicability.

This code shall apply to the repair, alteration, change of occupancy, addition and relocation of existing buildings, regardless of occupancy, subject to the criteria of Sections 7.46.060 A and 7.46.060 B.

A. **Buildings not previously occupied**. A building or portion of a building that has not been previously occupied or used for its intended purpose, in accordance with the laws in existence at the time of its completion, shall be permitted to comply with the provisions of the laws in existence at the time of its original permit unless such permit has expired, Subsequent permits shall comply with the Building or Residential Codes, as applicable, for new construction.

B. **Buildings previously occupied.** The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Fire Code, or the Building Maintenance Code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

7.46.070 Chapter 1 Division II, Administration-Deleted.

Chapter 1 Division II is deleted.

7.46.080 Section 202, Chapter 2, Definitions of Substantial Damage and Substantial Improvement.

The definitions of “Substantial Damage” and “Substantial Improvement” in Section 202 of the State Code are amended to read as follows:

Substantial Damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement. Any one or more or any combination of repair, reconstruction, rehabilitation, alterations, addition or other improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to January 1, 2023. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, included either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Chapter 7.48

BUILDING MAINTENANCE CODE

Sections:

7.48.010 Title.
7.48.020 Purpose.
7.48.030 Adoption.
7.48.040 Scope.
7.48.050 Amendments to the International Property Maintenance Code.
7.48.060 Chapter 1, Scope and Administration-Deleted.
7.48.070 Sections 302.2, 302.3, 302.4 and 302.8, Chapter 3, Exterior Property Areas – Deleted.
7.48.080 Section 303.2, Chapter 3, Enclosures – Amended.
7.48.090 Section 304.14, Chapter 3, Insect Screens – Amended.
7.48.100 Section 304.16, Chapter 3, Under-Floor areas – Amended.
7.48.110 Sections 308.2.1.1, Chapter 3, Garbage Receptacles – Added.
7.48.120 Sections 309.1 and 309.2, Chapter 3, Pest Elimination – Amended.
7.48.130 Section 310.1 Chapter 3, Sanitation – Added.
7.48.140 Section 311, Chapter 3, Caretaker – Added.

7.48.010 Title.

The International Property Maintenance Code adopted by Section 7.48.030 and the provisions of this chapter are the City building maintenance code and may be cited as such and will be referred to in the International Property Maintenance Code and in this chapter as "this code."

7.48.020 Purpose.

A. The promotion and preservation of the public health, safety, and general welfare of the people of the City and the property situated therein have made necessary the adoption of the International Property Maintenance Code referred to in Section 7.48.030 in order to adequately safeguard life, health, property, and general welfare.

B. The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

7.48.030 Adoption.

The 2024 International Property Maintenance Code, including Appendix Chapter A, as published by the International Code Council a copy of which have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4 et seq. of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which the ordinance codified in this chapter shall take effect, the provisions

thereof shall be controlling within the limits of the City of Dublin. except as hereinafter modified in Sections 7.48.050 through 7.48.140.

7.48.040 Scope.

A. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance, the responsibility of owners, and owner's authorized agent, operators and occupants: the occupancy of existing structures and premises, and for administration, enforcement and penalties. Such occupancies in existing buildings may be continued as provided in Section 7.28.240, except such as are found to be substandard as defined in this code.

B. Where any building or portion thereof is used or intended to be used as a combination apartment house-hotel, the provisions of this code shall apply to the separate portions as if they were separate buildings. Every rooming house or lodging house shall comply with all the requirements of this code for dwellings.

7.48.050 Amendments to the International Property Maintenance Code.

The text of the International Property Maintenance Code, as adopted by section 7.48.030, is further amended to conform to the California Building Standards Code as follows:

Delete the following references	Insert the following references
International Building Code	California Building Code California Residential Code
International Mechanical Code	California Mechanical Code
National Electrical Code or NFPA 70	California Electrical Code
International Fire Code	California Fire Code
International Plumbing Code	California Plumbing Code
International Existing Building Code	California Existing Building Code
International Zoning Code	Zoning Ordinance of the City of Dublin
International Fuel Gas Code	California Plumbing Code
Name of jurisdiction	City of Dublin

7.48.060 Chapter 1, Scope and Administration-Deleted.

Chapter 1 is deleted.

7.48.070 Sections 302.2, 302.3, 302.4 and 302.8, Chapter 3, Exterior Property Areas – Deleted.

Sections 302.2, 302.3, 302.4 and 302.8. are deleted

7.48.080 Section 303.2, Chapter 3, Enclosures – Amended.

Section 303.2 is amended to read:

303.2 Enclosures. Private swimming pools, hot tubs, and spas enclosures shall meet the requirements of Section 3109.2 California Building Code, California Swimming Pool Safety Act and 7.45.120.

7.48.090 Section 304.14, Chapter 3, Insect Screens – Amended.
Section 304.14 is amended to read:

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

7.48.100 Section 304.16, Chapter 3, Under-Floor areas – Amended.
Section 304.16 is amended to read:

304.16 Under-Floor areas. Under-floor access doors and ventilation openings shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Doors shall be tight fitting and ventilation openings shall be properly screened with corrosion-resistant wire mesh having openings not exceeding 1/4 inch in any dimension or alternate approved materials pursuant to current CBC 1203.4.1.

7.48.110 Sections 308.2.1.1, Chapter 3, Garbage Receptacles – Added.
Section 308.2.1.1 is added to read:

308.2.1.1 Garbage Receptacles. An adequate number of appropriate receptacles with close fitting covers for garbage and rubbish as may be considered necessary by the enforcing agency shall be provided for the occupant of every dwelling unit by the owner or operator of every apartment house, hotel, or combination thereof. Each receptacle shall be kept in a clean condition and good repair.

7.48.120 Sections 309.1 and 309.2, Chapter 3, Pest Elimination – Amended.
Sections 309.1 and 309.2 are amended to read:

309.1 Infestation. All structures shall be kept free from insect, rodent and vermin infestation. When an insect, rodent or vermin infestation is brought to the attention of the code official, he or she may require the owner or agent having charge or control of the building, lot or premises to hire a licensed exterminator or other qualified professional to inspect the building, lot or premises and provide a written report verifying the presence and severity of such infestation including in the report a recommendation for proper extermination of the infestation. All structures in which insect, rodent or vermin

infestations are found shall be promptly exterminated by approved processes that will not be injurious to human health. After the extermination of the infestation is complete, the code official may request a written notice from the licensed exterminator or other qualified professional attesting to the completion and success of the recommended extermination procedures. After the infestation is eliminated, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure. The owner of a structure or premises containing a dwelling unit, multiple occupancy, rooming house or a nonresidential structure shall be responsible for maintaining the structure and premises in a rodent or pest-free condition. If an infestation is caused by an occupant substantially failing to properly maintain their occupied area of the structure or premises as clean and sanitary as the condition of the structure or premises permits, the occupant and owner shall be responsible for pest elimination. For as long as the occupant's failure either substantially causes an unlivable condition to occur, or substantially interferes with the owners' ability to remedy the condition, the owner does not have to remedy the condition. Where the infestation is caused by defects in the structure, the owner shall be responsible for extermination.

7.48.130 Section 310.1, Chapter 3, Sanitation – Added.
Section 310.1 is added to read

310.1 Bedding. In every room for rent, apartment house or hotel every part of every bed, including the mattress, sheets, blankets, and bedding shall be kept in a clean, dry and sanitary condition, free from filth, urine, or other foul matter; and from infection of lice, bed-bugs, or other insects. The bed linen shall be changed before a new guest occupies the dwelling unit.

7.48.140 Section 311, Chapter 3, Caretaker – Added.
Section 311.1 is added to read

311 Caretaker. A manager, janitor, housekeeper, or other responsible person shall reside upon the premises and shall have charge of every apartment house in which there are sixteen (16) or more apartments and of every hotel in which there are twelve (12) or more guest rooms, in the event that the owner of any such apartment house or hotel does not reside upon said premises. If the owner does not reside upon the premises of an apartment house in which there are more than four (4) but less than sixteen (16) apartments, a notice stating his name and address, or name and address of his agent shall be posted in a conspicuous place on the premises.

Chapter 7.94

GREEN BUILDING

Sections:

7.94.010 Title.
7.94.020 Purpose.
7.94.030 Adoption of the Green Building Code.
7.94.040 Scope.
7.94.050 Section 202, Chapter 2 Definitions – Amended.
7.94.060 Section 4.106.4 Electric vehicle (EV) charging for new construction – Deleted and Replaced.
7.94.070 Sections 4.106.5, 4.106.5.1, and 4.106.5.2 All Electric Buildings – Added.
7.94.080 Section 4.107.1, Division 4.1, Chapter 4, Future access for solar systems-Added.
7.94.090 Sections 5.106.5.3 and 5.106.5.3.1 Electric vehicle (EV) charging. – Deleted and Replaced.
7.94.100 Section 5.106.13, 5.106.13.1 and 5.106.13.2 All electric buildings. – Added.
7.94.110 Section 5.107.1, Division 5.1, Chapter 5, Future access for solar systems-Added.

7.94.010 Title.

The green building standards codes adopted by Section 7.94.030 and the provisions of this Chapter shall constitute the Dublin Green Building Code and may be referred to as such.

7.94.020 Purpose.

A. To improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices in the following categories:

1. Planning and design
2. Energy efficiency
3. Water efficiency and conservation
4. Material conservation and resource efficiency
5. Environmental quality

B. The purpose of this Code is not to create or otherwise establish or designate any particular class or groups of persons who will or should be especially protected or benefited by the terms of this Code.

7.94.030 Adoption of the Green Building Code.

A. The 2025 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations, a portion of the California Building Standards Code, as defined in the California Health and Safety Code Section 18901 et. seq. (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, as referenced in and adopted pursuant to California Health and Safety Code Sections 17922 and 18935, are hereby adopted and incorporated by reference herein.

Copies of the adopted codes have been and are now filed in the Office of the Building Official, 100 Civic Plaza, Dublin, California, for use and examination by the public. Said codes are adopted by reference pursuant to Section 50022.4, et seq., of the Government Code of the State of California, and the codes are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this Ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Dublin.

B. Notwithstanding the provisions of Section 7.94.030.A, the State Code is amended as set forth in Sections 7.94.050 through 7.94.080.

7.94.040 Scope.

A. The provisions of this Code shall apply to the planning, design, operation, construction, use and occupancy of every newly constructed building or structure, unless otherwise indicated in this Code, within the City.

B. It is not the intent that this Code substitute or be identified as meeting the certification requirements of any green building program.

7.94.050 Section 202, Chapter 2 Definitions – Amended.

The following definitions are hereby added to Section 202 of the State Code to read as follows:

ALL-ELECTRIC BUILDING. A building that contains no combustion equipment or plumbing for combustion equipment within the building or building property lines, and instead uses electric appliances for service.

COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system, as defined in the California Mechanical Code.

COMBUSTION EQUIPMENT. Any equipment or appliance used for space heating, water heating, cooking, clothes drying and/or lighting that uses fuel gas.

ELECTRIC HEATING APPLIANCE. A device that produces heat energy to create a warm environment by the application of electric power to resistance

elements, refrigerant compressors, or dissimilar material junctions, as defined in the California Mechanical Code.

FUEL GAS. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

7.94.060 Section 4.106.4 Electric vehicle (EV) charging for new construction – Deleted and Replaced.

Section 4.106.4 is deleted and replaced with Section A4.106.8 to read:

A4.106.8 Electric vehicle (EV) charging for new construction is adopted as mandatory at the Tier 1 level.

7.94.070 Sections 4.106.5, 4.106.5.1, and 4.106.5.2 All Electric Buildings – Added.

Sections 4.106.5, 4.106.5.1, and 4.106.5.2 are added to read:

4.106.5 All-electric buildings. New construction buildings and qualifying alteration projects shall comply with Section 4.106.5.1 or 4.106.5.2 so that they do not use combustion equipment or are ready to accommodate installation of electric heating appliances.

4.106.5.1. New construction and qualifying alteration projects. All newly constructed buildings shall be all-electric buildings. Qualifying alteration projects shall be limited to additions or alterations that remove 50 percent or more of the existing exterior walls of a dwelling and additions that increase the square footage of the structure by more than 50 percent.

The final determination whether a project meets the definition of a qualifying alteration project shall be made by the Building Official

Exception: If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the Building Official may grant a modification. The applicant shall comply with the following and Section 4.106.5.2.

Inactive Fuel Gas Infrastructure may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive Fuel Gas Infrastructure shall not be activated, have a meter installed, or otherwise used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the Fuel Gas Infrastructure is no longer serving one of the exceptions contained in this chapter, it shall either be capped,

otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

The Building Official shall have the authority to approve alternative materials and methods of construction as per the Dublin Municipal Code, Chapter 7.28.

4.106.5.2 Requirements for combustion equipment.
Where combustion equipment is allowed under subsection 4.106.5.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an electrical heating appliance in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with “For Future Electrical Appliance”; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e. “Reserved for Future Electric Range”), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

7.94.080 Section 4.107.1, Division 4.1, Chapter 4, Future access for solar systems-Added.
A new Section 4.107.1 is added to read:

4.107.1 Future Access for Solar Systems. A minimum one-inch (25.4 mm) electrical conduit shall be provided from the electrical service equipment to the solar zone as defined by the California Energy Code, Title 24, Part 6, Section 110.10. Where a solar zone is not required by the California Energy Code, the conduit location shall be subject to approval of the Building Official.

Exception: Where solar is installed as part of the original construction and prior to first occupancy.

7.94.090 Sections 5.106.5.3 and 5.106.5.3.1 Electric vehicle (EV) charging. – Deleted and Replaced.

Sections 5.106.5.3 and 5.106.5.3.1 are deleted and replaced with Section A5.106.5.3 to read:

Section A5.106.5.3 Electric vehicle (EV) charging for new construction is adopted as mandatory at the Tier 2 level.

7.94.100 Section 5.106.13, 5.106.13.1 and 5.106.13.2 All electric buildings. – Added.

Section 5.106.13, 5.106.13.1 and 5.106.13.5.2 are added to read:

5.106.13 All-electric buildings. New construction buildings and qualifying alteration projects shall comply with Section 5.106.13.1 or 5.106.13.2 so that they do not use combustion equipment or are ready to facilitate future electrification.

5.106.13.1. New construction and qualifying alteration projects. All newly constructed buildings shall be all-electric buildings. Qualifying alteration projects shall be limited to additions or alterations that remove 50 percent or more of the existing exterior walls of a structure and additions that increase the square footage of the structure by more than 50 percent.

Tenant improvements shall not be considered new construction. The final determination whether a project meets the definition of qualifying alteration project shall be made by the Building Official.

Exceptions:

1. Nonresidential buildings containing kitchens located in a place of public accommodation, as defined in the California Building Code Chapter 2, may apply to the Building Official for a modification to install commercial food heat-processing equipment served by fuel gas. The Building Official may grant the modification, provided the following findings are made:
   The applicant has a business-related need to cook with combustion equipment; and the applicant has installed energy-efficient equipment based on Energy Star or California Energy Wise qualifications, as available.
   The applicant will comply with Section 5.106.13.2.

2. If the applicant establishes that there is not an all-electric prescriptive compliance pathway for the building under the California Building Energy Efficiency Standards, and that the building is not able to achieve the performance compliance standard applicable to the building under the Energy Efficiency Standards using commercially available technology and an approved calculation method, then the Building Official may grant a modification. The applicant shall comply with following and Section 5.106.13.2

   Inactive Fuel Gas Infrastructure may be extended to spaces that are anticipated to qualify for the exceptions contained in this chapter. The inactive Fuel Gas Infrastructure shall not be activated, have a meter installed, or otherwise be used unless the exemptions specified in this chapter have been confirmed as part of the issuance of a building permit. If the Fuel Gas Infrastructure is no longer serving one of the exceptions contained in this chapter, it shall either be capped, otherwise terminated, or removed by the entity previously entitled to the exemption, in a manner pursuant to all applicable Codes.

   The Building Official shall have the authority to approve alternative materials and methods of construction as per the Dublin Municipal Code, Chapter 7.28.

5.106.13.2. Requirements for combustion equipment.
Where combustion equipment is allowed under Subsection 5.106.13.1, the construction drawings shall indicate electrical infrastructure and physical space accommodating the future installation of an electrical heating appliance in the following ways, as certified by a registered design professional or licensed electrical contractor:

1. Branch circuit wiring, electrically isolated and designed to serve all electrical heating appliances in accordance with manufacturer requirements and the California Electrical Code, including the appropriate voltage, phase, minimum amperage, and an electrical receptacle or junction box within five feet of the appliance that is accessible with no obstructions. Appropriately sized conduit may be installed in lieu of conductors; and

2. Labeling of both ends of the unused conductors or conduit shall be with “For Future Electrical Appliance”; and

3. Reserved circuit breakers in the electrical panel for each branch circuit, appropriately labeled (i.e. “Reserved for Future Electric Range”), and positioned on the opposite end of the panel supply conductor connection; and

4. Connected subpanels, panelboards, switchboards, busbars, and transformers shall be sized to serve the future electrical heating appliances. The electrical capacity requirements shall be adjusted for demand factors in accordance with the California Electric Code; and

5. Physical space for future electrical heating appliances, including equipment footprint, and if needed a pathway reserved for routing of ductwork to heat pump evaporator(s), shall be depicted on the construction drawings. The footprint necessary for future electrical heating appliances may overlap with non-structural partitions and with the location of currently designed combustion equipment.

7.94.110 Section 5.107.1, Division 5.1, Chapter 5, Future access for solar systems-Added.

A new Section 5.107.1 is added to read:

5.107.1 Future Access for Solar Systems. Install conduit from the solar zone as defined by the California Energy Code, Title 24, Part 6, Section 110.10 to a location within the building identified as suitable for future installation of a charge controller (regulator) and inverter.

Exception: Where solar is installed as part of the original construction and prior to first occupancy.

2025 California Building Standards Code

October 21, 2025



DUBLIN
CALIFORNIA

2025 California Building Standards Code

- CA Building Standards Commission adopts new codes every 3 years.
- These codes include the CA Fire, Building, Residential, Electrical, Plumbing, Mechanical, and Green Codes.
- Enforceable at the Local Level.
- Approved by the Commission with an enforcement date of January 1, 2026.
- Financial Impact.

2025 California Building Standards Code

- The City of Dublin may amend the Codes to account for Local:
  - Climatic,
  - Geological,
  - Topographical Conditions, or
  - Environmental Conditions (Green Code Only)
- Historical Modifications by the City of Dublin
- “Carry Forward” requirement - Health & Safety Code §§ 17958

Fire Code
Chapter 5.08 DMC

- 2025 California Fire Code
- Modifications
  - Official Copy Location
  - Board of Appeals changed to Means of Appeals
  - Fire Sprinklers
- Deletions
  - Above Ground Tank restrictions
  - Hazardous Material provisions

Building Regulation Administration Code Chapter 7.28 DMC

- ADU updates

Building Code
Chapter 7.32 DMC

- 2025 CA Building Code
- Fire Sprinklers
- Structural Plain Concrete
- ADU’s
- Chapter 7A – Wildland-Urban Interface (WUI) Code

Residential Code
Chapter 7.34 DMC

- Roof Covering Material
- Wildland-Urban Interface (WUI)

Electrical, Plumbing, Mechanical, Code
Chapters 7.36, 7.40 and 7.44

- 2025 California Electrical Code
- 2025 California Plumbing Code
- 2025 California Mechanical Code

Swimming Pool & Spa, Existing Building and Maintenance Codes Chapters 7.45, 7.46, 7.48 DMC

- 2024 International Swimming Pool and Spa Code
- 2025 California Existing Building Code
- 2024 Building Maintenance Code (International Property Maintenance Code)
  - Scoping update

Green Building Code

Chapter 7.94 DMC

- 2025 California Green Building Standards Code
- Readopting Tier 2 Electric Vehicle (EV) Parking / Charging Requirements

Recommendations

- 1) Waive the first reading and introduce an **Ordinance** Repealing and Replacing Chapters 5.08 (Fire Code). 7.28 (Building Regulation administration Code), 7.32 (Building Code), 7.34 (Residential Code), 7.36 (Electrical Code), 7.40 (Plumbing Code), 7.44 (Mechanical Code), 7.45 (Swimming Pool and Spa Code), 7.46 (Existing Building Code), 7.48 (Building Maintenance Code), and 7.94 (Green Building Code); and
- 2) Set the public hearing for November 4, 2025, to adopt said Ordinance and adopt a Resolution Approving the Findings of Necessity for Amendments to the 2025 California Building Standards Code.